

CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA)  
AND  
CLEARFIELD CITY COUNCIL POLICY AND WORK SESSIONS  
July 8, 2014

**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.

Executive Conference Room  
55 South State Street  
Third Floor  
Clearfield, Utah

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

Discussion on the Listing Agreements with Newmark Grubb ACRES  
Discussion on a Loan Agreement with Clearfield Station LLC

**\*\*ADJOURN CDRA WORK SESSION AND IMMEDIATELY RECONVENE AS THE  
CITY COUNCIL IN A WORK SESSION \*\***

**CITY COUNCIL WORK SESSION**

Discussion on the Bid Award for the 550 East Roadway Improvement Project  
Discussion on Google Fiber

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

CLEARFIELD CITY COUNCIL  
AGENDA AND SUMMARY REPORT  
July 8, 2014 – POLICY SESSION

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

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

CALL TO ORDER:

OPENING CEREMONY:

APPROVAL OF THE MINUTES:

Mayor Shepherd

Councilmember

May 20, 2014 – Work Session

May 27, 2014 – Work Session

June 17, 2014 – Work Session

June 24, 2014 – Policy Session

**PUBLIC HEARING:**

1. PUBLIC HEARING TO RECEIVE COMMENT ON ZTA 1404-0001 ZONING TEXT AMENDMENTS TO TITLE 11, CHAPTERS 3, 10A, 11A, 11B, 11C, 11E AND 14 REGARDING PARKING REGULATIONS

BACKGROUND: On April 22, 2014, the Clearfield City Council enacted a temporary land use regulation regarding parking lots and facilities which was applicable to all commercially zoned property within Clearfield City. The City Council asked staff and the Planning Commission to review the parking ordinance within commercial zones and recommend language which would protect the City's remaining prime commercial property from being developed into stand-alone parking lots that are not necessarily tied to a primary commercial use. The Planning Commission held public hearings on the amendment and recommended approval. The City Council also opened a public hearing on May 27, 2014 and continued it through July 8, 2014.

RECOMMENDATION: Receive public comment.

***SCHEDULED ITEMS:***

2. CITIZEN COMMENTS
3. CONSIDER APPROVAL OF ORDINANCE 2014-16 AMENDING TITLE 11, CHAPTERS 3, 10A, 11A, 11B, 11C, 11E AND 14 OF THE CLEARFIELD CITY CODE REGARDING PARKING REGULATIONS

RECOMMENDATION: Approve Ordinance 2014-16 amending Title 11, Chapters 3, 10A, 11A, 11B, 11C, 11E and 14 of the Clearfield City Code regarding parking regulations and authorize the Mayor's signature to any necessary documents.

4. CONSIDER APPROVAL OF THE AWARD OF BID TO CRAYTHORNE, INC., FOR THE DEPOT STREET EXTENSION IMPROVEMENT PROJECT

BACKGROUND: Bids were received from five construction companies to extend Depot Street. The lowest responsible bid was received from Craythorne, Inc. with the bid amount of \$181,534.25. The project will extend Depot Street from approximately 800 South to 900 South, and would include the extension of a culinary waterline within Depot Street and connect two access roads into the Meadows Condominiums.

RECOMMENDATION: Approve the award of bid for the Depot Street Extension Project to Craythorne, Inc. with the bid amount of \$181,534.25 and approve funding for the project in the bid amount of \$181,534.25 with contingency and engineering of \$64,465.75 for a total project cost of \$246,000; and authorize the Mayor's signature to any necessary documents.

5. CONSIDER APPROVAL OF AN EXCLUSIVE LISTING AGREEMENT FOR SALE OF REAL PROPERTY LOCATED AT 70 SOUTH STATE, CLEARFIELD

BACKGROUND: Clearfield City owns a parcel across State Street from City Hall, and two adjacent parcels are owned by the Clearfield CDRA. Together, the three parcels make up 2.3 acres. The purpose in acquiring them was to help accomplish complete redevelopment of the property. With the proposed Listing Agreement, the City (and CDRA) would engage the services

of Newmark Grubb ACRES to market the property and attract developers with proposals consistent with the vision for redevelopment.

RECOMMENDATION: Approve the Exclusive Listing Agreement for the Sale of Real Property located at 70 South State, Clearfield, and authorize the Mayor's signature to any necessary documents.

6. UPDATE ON THE FISCAL YEAR 2014 FINANCIAL STATUS

**COMMUNICATION ITEMS:**

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

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

1. APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE MAY 27, 2014 POLICY SESSION AND THE JUNE 24, 2014 POLICY SESSION

2. CONSIDER APPROVAL OF AN EXCLUSIVE LISTING AGREEMENT FOR SALE OF REAL PROPERTY LOCATED AT 50 SOUTH STATE AND IN THE VICINITY OF 100 SOUTH STATE, CLEARFIELD

BACKGROUND: The Clearfield CDRA owns two parcels across State Street from City Hall, and a third adjacent parcel is owned by Clearfield City. Together, the three parcels make up 2.3 acres. The purpose in acquiring them was to help accomplish complete redevelopment of the property. With the proposed Listing Agreement, the CDRA (and City) would engage the services of Newmark Grubb ACRES to market the property and attract developers with proposals consistent with the vision for redevelopment.

RECOMMENDATION: Approve the Exclusive Listing Agreement for Sale of Real Property located at 50 South State and in the vicinity of 100 South State, Clearfield, and authorize the Chair's signature to any necessary documents.

3. CONSIDER APPROVAL OF AN EXCLUSIVE LISTING AGREEMENT FOR SALE OF REAL PROPERTY LOCATED AT 588 SOUTH STATE, CLEARFIELD

BACKGROUND: The Clearfield CDRA owns a retail pad fronting State Street in the Kent's Market shopping center. Given that there was a recent inquiry as to the CDRA's willingness to sell this parcel, the timing could be right to utilize the property to attract additional retail. With the proposed Listing Agreement, the CDRA would engage the services of Newmark Grubb ACRES to market the property.

RECOMMENDATION: Approve the Exclusive Listing Agreement for Sale of Real Property located at 588 South State, Clearfield, and authorize the Chair's signature to any necessary documents.

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

Dated this 3<sup>rd</sup> day of July, 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  
6:00 P.M. WORK SESSION  
May 20, 2014

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Mike LeBaron	Councilmember
	Bruce Young	Councilmember
EXCUSED:	Ron Jones	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Greg Krusi	Police Chief
	Eric Howes	Community Services Director
	Scott Hess	Development Services Manager
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Isa Perry – Davis County Health Department, Hal Johnson, Utah Transit Authority, Brett Coulam – Utah Transit Authority, Chris Hale – Hokulia, Eddy Cumins – Utah Transit Authority, Chuck Gates – Utah League of Cities and Towns/Utah Transit Authority, Dean Smith – Thackeray Garn Company, Amy Hale – Hokulia, Amber Huntsman – Thackeray Garn Company

Mayor Pro Tem LeBaron called the meeting to order at 6:00 p.m.

UPDATE FROM COUNCILMEMBER BUSH, AS CLEARFIELD CITY’S REPRESENTATIVE ON THE NORTH DAVIS SEWER DISTRICT BOARD, ON SEWER RELATED ITEMS

Councilmember Bush, the City’s representative on the North Davis Sewer District (NDSD) Board, reminded the Council that the District had been completing improvements to the system by installing a sewer bypass system and updated the Council on the status of that project. He explained it would be necessary to close 2200 West and detour traffic from Antelope Drive through 875 East for three weeks beginning June 5, 2014 and continuing through August. He announced a new project would begin at 700 South and 1350 West to 2000 West for two and a half weeks in August. It was anticipated it wouldn’t significantly impact traffic in those areas.

Councilmember Bush informed the Council that the EPA (Environmental Protection Agency) would be requiring the District to remove certain elements from the water. He explained the District was frustrated with the requirement because it was being enforced nationwide as

opposed to identifying problematic systems and fixing those problems. He pointed out the District's water was deposited in the Great Salt Lake and stated that was unique to the NDSD. He explained the estimated cost to the District to do that would be significant and informed the Council about the repercussions of being non-compliant. He suggested elected officials contact State Legislators and other elected officials to explain problems associated with becoming compliant. He emphasized the District was willing to expend the funds to remove the phosphorous from the water if the EPA could explain the need for it to be removed.

Councilmember LeBaron suggested the District contact the EPA requesting it to define specific benchmarks and define what it deemed harmful.

### DISCUSSION ON THE UTAH TRANSIT AUTHORITY (UTA) CIRCULATOR STUDY

JJ Allen, Assistant City Manager, reminded the Council that the City had been involved with the Utah Transit Authority (UTA) in determining the best way to connect the FrontRunner Station with key activity centers in the surrounding area. He stated local funds had been contributed to assist in conducting a circulator study which would identify possible solutions. Mr. Allen introduced representatives from UTA.

Hal Johnson, UTA, explained the challenges associated with riding FrontRunner and getting to other locations within the area once the consumer arrived at its end location. He identified the participating entities with the circulator study and explained the process used by the consultant in the study and identified the ideal circulator ridership.

He shared specifics associated with the circulator study and possible solutions associated with Hill Air Force Base (HAFB), Freeport Center and Layton City. He commented the proposed pedestrian bridge connection from the FrontRunner station to Freeport Center was a "home run" project. He mentioned the difficulty of navigating a bus within Freeport. He shared circulator cost estimates for each specific area and possible modes of transportation which could be considered for use.

Mayor Shepherd arrived at 6:20 p.m.

Eddy Cummings, UTA, explained the reimbursement benefit associated with HAFB ridership and stated UTA needed 400 participants to make a program viable. He explained the time frames associated with the service and reported the HAFB circulator had received positive feedback. He believed most of the riders had never used mass transit and were expecting a specific level of service and indicated the satisfaction rate was significant. He reported riders were averaging 15 to 20 minutes from the time arriving at the Clearfield station to getting to the jobsite at HAFB.

Mr. Johnson expressed appreciation to Adam Lenhard, City Manager, and JJ Allen for their direction and leadership to make transit work within the community. Mr. Lenhard requested clarification regarding the grant funding specific to the possible pedestrian bridge for Freeport Center. Mr. Johnson expressed his opinion it was easier to acquire funds for new projects verses ongoing operating costs. Mr. Lenhard requested direction on how the City could ensure the other circulator projects received funding. Mr. Johnson responded funds from the Sales Tax Initiative

were used for these projects and further explained how previous projects had been funded. A discussion took place relative to possible partnership options which could be used for funding the pedestrian bridge and different businesses.

Mr. Cummings reviewed the challenges associated with bus service to Freeport Center and suggested the use of passenger vans for FrontRunner riders. He mentioned how the vans could be implemented and reported discussions had already begun with Freeport officials who liked the idea. He stressed the importance of having a reliable service for ridership. Mr. Allen believed the passenger vans wouldn't affect use of the pedestrian bridge. Mr. Johnson believed the Layton circulator would be the most advantageous because it connected both commuter rail stations. He commented it would be the most expensive project although it had the most potential for ridership. Mr. Allen mentioned it also had the possibility to be used by individuals not using FrontRunner but rather as a quick option to get from one point to another.

Mr. Johnson expressed appreciation to City staff for their leadership and encouraged future discussions regarding the study and moving forward with the circulator and vans for Freeport Center.

UTA representatives left the meeting at 6:45 p.m.  
Councilmember Bush left the meeting at 6:45 p.m.

#### DISCUSSION ON AMENDMENTS TO CITY CODE TITLE 4, CHAPTER 9 – TEMPORARY OR SEASONAL MERCHANTS AND MOBILE FOOD VENDORS

Scott Hess, Development Services Manager, explained the Community Development Department recently received application for a temporary shaved ice stand which was not permitted for more than 60 days under the current ordinance. He continued the ordinance would need to be amended to allow the use for additional time. He reminded the Council the applicant had addressed the Council during the Citizen Comments portion of a previous meeting regarding the amount of time the City's current ordinance allowed for mobile food vendors and temporary businesses. He announced the City Code reference was specific to Title 4 which did not require a recommendation from the Planning Commission. He emphasized the use was not applicable to zoning; rather it was addressed as a business license regulation.

Mr. Hess provided a handout reflecting comparisons from other municipalities and stated the City's ordinance currently allowed a temporary vendor registration for a maximum of 60 days. He reminded the Council the current ordinance was adopted due to a reaction of some long term mobile vendors within the City. He reviewed the information provided in the handout to the Council and indicated the Council could specifically regulate mobile food vendors for a specific area and explained how that had been implemented in Ogden City. He pointed out the employees of businesses in the Freeport Center might benefit from a mobile food vendor.

Chris Hale, Houlia Shaved Ice, shared a short visual presentation illustrating how Hokulia shaved ice drinks were different from other shaved ice. He pointed out the difference between a mobile food cart and the proposed shacks specific to Hokulia. The picture illustrated small tables and chairs under colorful umbrellas where a customer could eat/drink the shaved ice near the

shack. He announced the desired location for the Hokulia stand was the Kent's Market parking lot and emphasized although the shack was on a trailer it was more of a permanent structure than temporary and explained the obstacles in moving it from place to place in the City.

Adam Lenhard, City Manager, explained the current ordinance had been implemented in approximately 2009 and was the result of complaints received about some unfavorable or unsightly temporary food vendors and mentioned the City was successful in eliminating those vendors because of the adopted ordinance. He cautioned the Council on the difficulty of legislating "ugly" or "pretty" and if the proposed ordinance was adopted the City wouldn't have options to identify which temporary businesses could stay and which would have to be closed. He agreed the 60 day time limit discouraged temporary businesses from locating within Clearfield. He cautioned the Council that if the ordinance was amended, the City could potentially be addressing the issue again in the future to eliminate some of the same previous vendors. Mr. Hale stated the season for Hokulia was approximately four months from mid-May to September.

Mr. Lenhard explained options for the Council to consider in amending ordinances which would allow for Hokulia to locate within the City. Mr. Hale announced the plan was to obtain the 60 day license and open with the anticipation the City would amend its current ordinance.

Councilmember Young inquired where the problematic temporary vendors were located. Mr. Lenhard responded one was near 250 North, one on 700 South near South Main and one along Antelope Drive. He added other temporary vendors would set up business in various locations on weekends because they knew staff would not be working. Councilmember Benson inquired about designating specific locations for temporary businesses. Mr. Hess explained that kind of ordinance was beneficial to Ogden City because it made it much easier to identify its walking core of locations. He believed the most simplistic change would be to designate a new time frame in Title 4.

Councilmember Young commented the City could potentially open the door for the very vendors the City had previously eliminated by amending the ordinance. Brian Brower, City Attorney, mentioned there was a provision in the current ordinance which required the temporary establishment to be removed from the premises each day after operation and suggested that should also be amended. Mr. Lenhard requested direction from the Council. A discussion took place during which Mayor Shepherd suggested an ordinance be drafted which would specifically address temporary carts or establishments on wheels. Mr. Hess responded verbiage in the amended ordinance could specifically address those concerns of the Council.

A discussion took place about possibly extending the temporary time frame and each councilmember shared their opinions. Councilmember LeBaron suggested extending the time frame with additional zoning standards overseen by the Planning Commission. The discussion continued and staff was directed to proceed with amending the ordinance specifically changing the time frame to 180 days for temporary businesses while further researching what would be required to also amend Title 11, the land use ordinance.

## DISCUSSION ON THE DEPOT STREET REIMBURSEMENT AGREEMENT

JJ Allen, Assistant City Manager, reminded the Council of previous discussions regarding the Depot Street extension associated with the SR 193 extension and the development of Clearfield Station. He reminded the Council of the previous open house which was held to inform residents about the alignment and extension. He stated the need for the agreement was simple in that it provided a mechanism for the beneficiaries of the new street to pay their share of the benefit of the new street when properties were developed. He explained the developer and the City would share the cost of the proposed extension initially after which any future developer/resident desiring to develop adjacent properties would then need to contribute toward the improvements.

Councilmember LeBaron clarified the agreement wouldn't be applicable to residents currently living along the street. Brian Brower, City Attorney, responded as long as the property use/zone remained the same then the resident wouldn't be assessed. Mr. Allen stated the Council would need to determine the time frame associated with when "development" would be assessed.

A discussion took place and the Council was in agreement that as long as the CDA was in place, which was thirty years, the Agreement would be applicable.

Mr. Allen mentioned there were a few exhibits which were not yet completed and stated a complete list of improvements as well as a list of benefitted properties from which the City would collect the contribution in the future would be provided for the policy session. He pointed out the agreement clearly identified the developer; however, reference to the City was silent and suggested language be incorporated in the agreement which also identified reimbursement to the City.

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

Scott Hess, Development Services Manager, informed the Council that the Planning Commission had considered approval of amendments to the MDP (Master Development Plan) for Clearfield Station during its meeting on May 7, 2014. He explained the MDP was effectively a zoning code specific to the project; therefore, any amendment would require the City to determine a process for changes.

He shared an illustration identifying the new proposed phases for the project submitted to the City by the developer. He explained because of the gravity fed sewer it necessitated that the portion of the project visible from State Street be completed earlier. He emphasized swapping out the buildings to be completed sooner rather than later still met the requirements within the Master Development Agreement. He added this would alleviate the need to install expensive sewer infrastructure at the onset of the project. He believed it would also provide a more reasonable accommodation for development.

He stated the Planning Commission considered the amendments and had made its recommendation to the Council. Brian Brower, City Attorney, explained the ordinance for the MU zone specifically indicated the MDP was essentially the zoning ordinance for the

development and if there were any modifications, a finding needed to be made as to whether the modification constituted a material change to the MDP. He stated the Planning Commission didn't believe the request to be a material change; therefore, the Council would need to consider that as well. He indicated if the Council agreed it could authorize the change; however, if the Council believed the modifications to be a material change it would require the process to begin again under different standards.

Mr. Hess stated the specific finding representing the amendment was not a material change was due to the fact that the change didn't alter any terms of approved Master Development Agreement and that it also referenced the Public Works Department had gravity fed sanitary sewer infrastructure. He concluded the findings met both Public Works' standards as well as it didn't change anything within the Master Development Agreement. He indicated nothing changed except what two buildings would be completed first within the construction process.

Amber Huntsman, Thackeray Garn, indicated they liked the change based on the infrastructure point as well as the visibility of buildings from the main roads. The Council was good with the proposed changes. Mr. Hess stated a staff report would be provided for the May 27, 2014 policy session.

**Councilmember LeBaron moved to adjourn and reconvene in a CDRA work session at 7:26 p.m., seconded by Councilmember Benson. All voting AYE.**

CLEARFIELD CITY COUNCIL MEETING MINUTES  
6:00 P.M. WORK SESSION  
May 27, 2014

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

VISITORS: Kathryn Murray, Tracy Roddom, Clint Thacker – Davis County Animal Control, Lindsay Nielsen Baird, Arlyn Bradshaw – Best Friends Animal Society

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

DISCUSSION ON THE COOPERATION AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) FOR LANDSCAPING AND MAINTENANCE ALONG STATE ROAD (SR) 193

Eric Howes, Community Services Director, explained the agreement defined the areas Clearfield, Syracuse and West Point cities would be responsible for landscaping and maintenance along the new SR 193 extension. He stated the area was the narrow strip of land behind the curb and gutter including the light fixtures, soundwall, and any landscaping. He mentioned the agreement pointed out the City would receive one time funds of \$343,000 to be used toward landscaping. Brian Brower, City Attorney, pointed out the cities' responsibility would begin at the edge of the pavement back even in areas where no curb and gutter existed.

## DISCUSSION ON THE INTERLOCAL COOPERATION AGREEMENT WITH SYRACUSE AND WEST POINT CITIES REGARDING STATE ROAD (SR) 193 LANDSCAPING AND MAINTENANCE

Eric Howes, Community Services Director, explained the agreement identified landscaping at the primary intersections along the SR 193 extension. He explained beginning at 2000 West, the landscaping would be replicated at the other intersections: both sides of 1550 West, and 1000 West. He commented the largest single area for landscaping would be where Center Street tied into SR 193 and then at H Street. He indicated the landscaping at H Street would most likely be completed at a later date due to cost and funding.

Mr. Howes stated the agreement defined the use of funds for all three cities (Clearfield, Syracuse and West Point) and indicated all monies received from the Utah Department of Transportation (UDOT) would be used for the development of the landscaping and not separately for development and maintenance. He pointed out the agreement clearly identified what each city would be responsible for and directed the Council to item two on page one where it identified Clearfield's responsibilities and reviewed them with the Council. He stated the snow removal specific to the walking trail to 1550 West would be the Clearfield City's responsibility.

Adam Lenhard, City Manager, explained how UDOT arrived at the dollar amount which would be used toward landscaping and pointed out the upgraded lights along the extension also came from that fund.

Mr. Howes stated funding from UDOT would come to Clearfield City and the City would take the lead and oversee its use toward the landscaping. Mayor Shepherd inquired if both West Point and Syracuse Cities had expressed agreement with the landscaping contract. Mr. Howes responded they both approved the agreement and clarified those cities would be responsible for the landscaping west of 1000 West.

## PRESENTATION BY THE BEST FRIENDS ANIMAL SOCIETY

Clint Thacker, Davis County Animal Control, shared some statistics relative to Best Friends Animal Society. He introduced Lindsay Nielsen Baird and Arlyn Bradshaw, Best Friends Animal Society. Mr. Bradshaw shared a presentation specific to community cat management which, when implemented, reduced the rate of euthanasia for cats. He pointed out the disparity between shelter dogs and cats and recommended the City adopt an ordinance which treated cats differently from dogs. He explained how the Trap/Neuter/Return (TNR) program worked and shared benefits of the program.

Mr. Bradshaw read from the State Code specific to community cats and reported Salt Lake County and West Valley City had achieved a ninety percent no kill policy with the implementation of the TNR program and help from the Best Friends Animal Society. He shared statistics specific to the Salt Lake County results with the Council and distributed literature which could be distributed to neighborhoods and illustrated what an ear tipped cat would look like. He informed the Council about the "vacuum effect" and how it contributed to an overpopulation of cats.

Mr. Thacker explained how the animal control officers would address calls relating to cats if the City amended its ordinance and implemented a TNR program. He emphasized there would be no additional responsibility to the officers if the program were implemented.

Adam Lenhard, City Manager, inquired about the opinions of the Davis County Commissions since the City had adopted the County's Animal Control Ordinance. Mr. Thacker responded the County adopted the community cat/homeless pet program last year; however, it had not been implemented. He stated he wanted approval from the respective cities contracting with Animal Control to approve the program prior to implementation and enforcement. Councilmember Benson inquired about the vaccination plan. Mr. Bradshaw explained even though the recommended plan was to administer rabies vaccinations every three years, if a cat received even one vaccine it would have some level of protection its entire life. He pointed out because the community cats were less likely to have contact with humans as compared to a house cat the one vaccination would be better than nothing at all.

No direction was given to staff by the Council following the presentation.

The meeting adjourned at 6:45 p.m.

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES  
6:00 P.M. WORK SESSION  
June 17, 2014

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Ron Jones	Councilmember
	Mike LeBaron	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Kelly Bennett	Police Lieutenant
	Mike Stenquist	Assistant Police Chief
	Maria Cabreras	Code Enforcement Officer
	Rich Fisher	Emergency Preparedness Mgr.
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Scott Hodge	Public Works Director
	Dan Schuler	Storm Water Manager
	Scott Hess	Development Services Manager
	Natalee Flynn	Public Relations/Marketing
	Rich Knapp	Administrative Services Director
	Summer Palmer	Human Resource Manager
	Nancy Dean	City Recorder

VISITORS: Bonnie Branum, Violet Edwards, Richard Allen, Leann Allen, Nadene Davis, Stan Davis, Kristi Bush, Craig Hokanson, Emily Hokanson, Mark Becraft – North Davis Fire District (NDFD) Chief, John Taylor – NDFD Deputy Chief, Brandon Stone – NDFD Captain, Jerry Hardy – NDFD, Jason Oliver – NDFD, Brian Fawcett – NDFD

CITY COUNCIL OPEN HOUSE FOR HOLT ELEMENTARY SCHOOL NEIGHBORHOODS

Mayor Shepherd and City Council members and staff welcomed residents to the open house highlighting different city services. Residents were provided with information about the budget, economic development, planning and zoning, police department efforts, code enforcement, emergency preparedness, fire safety, utility and road projects and recreational opportunities.

Mayor Shepherd thanked the staff members for their preparations and the residents for coming and participating in the process.

The meeting adjourned at 8:00 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES  
7:00 P.M. POLICY SESSION  
June 24, 2014

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Ron Jones	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
	Scott Hodge	Public Works Director
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Rich Knapp	Administrative Services Director
	Jessica Hardy	Budget Analyst
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Kevin Porter, Amber Self, Joe Self, Randy Eberhard, David Hansen, Kathryn Murray, Kristi Bush

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

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

Councilmember Young conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE MAY 13, 2014 WORK SESSION, THE MAY 27, 2014 POLICY SESSION AND THE JUNE 10, 2014 POLICY SESSION

**Councilmember LeBaron moved to approve the minutes from the May 13, 2014 work session, the May 27, 2014 policy session and the June 10, 2014 policy session as written, seconded by Councilmember Jones. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

PUBLIC HEARING TO RECEIVE COMMENT ON FINAL SUBDIVISION PLAT FOR CLEARFIELD STATION

JJ Allen, Assistant City Manager, explained the Phase One Final Subdivision Plat for Clearfield Station was submitted to the City based on a very tight review timeframe. It was decided that the plans were not complete enough for the City to perform a comprehensive review and it was recommended that the application be pushed back in order to give time for the developer to provide a more thorough and complete submittal. The Planning Commission opened its public hearing on the final plat on June 4, 2014 and continued it until July 2, 2014.

Mayor Shepherd opened the public hearing at 7:09 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

**Councilmember LeBaron moved to continue the public hearing until Tuesday, July 22, 2014 at 7:00 p.m., seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

PUBLIC HEARING TO RECEIVE COMMENT ON AMENDING THE 2013/2014 FISCAL YEAR BUDGET

State Law required a public hearing before the City Council approved amendments to the City budget. Rich Knapp, Administrative Services Director, presented amendments for the 2013/2014 fiscal year budget:

- Aquatic Programs which were funded by “dues” paid by participants
- Utility Expense associated with City being required to account for its water usage

Mayor Shepherd opened the public hearing at 7:10 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

**Councilmember Bush moved to close the public hearing at 7:11 p.m. seconded by Councilmember LeBaron. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

PUBLIC HEARING TO RECEIVE COMMENT ON ZONING TEXT AMENDMENT ZTA 1404-0002 AMENDING TITLE 11, CHAPTERS 1 AND 5 OF THE CITY CODE SPECIFIC TO STANDARDS FOR ADMINISTRATIVE SITE PLAN REVIEW

Staff was proposing a change to the Site Plan Review process outlined in the City Code to allow for Administrative Site Plan Reviews for minor site plans, or those that have a limited impact burden on City infrastructure and neighboring developments. The Planning Commission

considered changes to the Site Plan Ordinance in a public hearing held on May 7, 2014. It opened the public hearing and continued the item to the June 4, 2014 meeting in order to provide additional time for the public to provide comment. The City Council opened and continued the public hearing at its meeting on May 27, 2014.

Brian Brower, City Attorney, stated the Planning Commission spent a significant amount of time reviewing the item during its public hearing. He mentioned the Commission spent a substantial amount of its time doing site plan reviews and expressed his opinion many of those were minor in nature and could be reviewed by staff. He indicated the proposed ordinance reflected specific criteria which would have to be met in order to have the site plan proceed through the administrative review process rather than the Planning Commission process. He continued if during the review by the Development Services Manager the criteria were justified, a staff report would be written similar to those which were forwarded to the Planning Commission making a recommendation. He reported the Planning Commission had expressed concern about having the determination made by one individual. He stated the Commission proposed additional language be included to reflect that the Assistant City Manager also review whether or not the site plan application met the criteria for administrative review by the Development Services Manager. He added it would also be reviewed by the Chair of the Planning Commission. Mr. Brower believed this amendment would promote efficiency on behalf of the Planning Commission.

Mayor Shepherd asked for public comments.

There were no public comments.

**Councilmember Young moved to close the public hearing at 7:15 p.m. seconded by Councilmember Jones. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

PUBLIC HEARING TO RECEIVE COMMENT ON ZONING TEXT AMENDMENT ZTA 1404-0003 AMENDING TITLE 11, CHAPTER 14 OF THE CITY CODE SPECIFIC TO STANDARDS FOR GRAVEL PARKING AREAS WITHIN RESIDENTIAL ZONES

In November 2009, the City adopted new standards for all off street parking requiring it to be on an impermeable surface, effective January 1, 2015. The Clearfield City Council recently requested staff to consider alternatives to the ordinance which would limit the financial burden to residents and that would allow well maintained gravel parking surfaces to remain in the Clearfield City Code in some form. The Planning Commission considered changes to the ordinance in a public hearing held on May 7, 2014. It opened the public hearing and continued the item to the June 4, 2014 meeting in order to provide additional time for the public to provide comment. The City Council opened and continued the public hearing at its meeting on May 27, 2014.

Adam Lenhard, City Manager, explained in approximately 2009 the City Council adopted amendments to Title 11, Chapter 14 which prohibited gravel surfaces as parking areas beginning January 1, 2015. He mentioned with the deadline approaching the current City Council had

expressed concern about the possible financial hardships to residents in addition to the overall difficulty with enforcing the ordinance as it was currently written.

He reported staff had been directed to draft possible amendments and submit them to the Planning Commission for consideration. He stated the Commission had conducted a public hearing during its meeting on Wednesday, May 7, 2014, and received substantial public comment on the issue. It then made a recommendation to the Council which consisted of the following:

- delete the text in 11-14-5 B2 stating that gravel or crushed rock would no longer be permitted after January 1, 2015. That would allow gravel to be a permitted parking surface with certain conditions.
- add the following language: “Any gravel or crushed rock installed for accessory parking in a residential zone after July 1, 2014, must be a minimum of four inches deep, compacted, placed atop a weed barrier, be maintained to be completely free of grass and weeds, and contained with durable boarders.” He emphasized this would apply to new gravel parking for accessory uses such as RV’s, ATV’s, boats, etc. installed after July 1, 2014.
- add the following language: “All new main residential driveways, approaches, and parking spaces required by this Title shall be surfaced with an impermeable hardscape concrete, asphalt, or masonry pavers.” He pointed out this would require new homes to be built with the standard asphalt or concrete driveway, not gravel.
- legally established and conforming gravel driveways installed prior to July 1, 2014 may continue to be utilized so long as they were maintained free of grass and weeds.

Mayor Shepherd asked for public comments.

Dave Hansen, resident, asked the Council if it had an example of a driveway that met the proposed standards. He expressed his opinion four inches of gravel was too deep and vehicles would sink in gravel that deep. He stated he hadn’t been able to locate another entity that had such strict requirements and inquired why the City needed a new ordinance when it couldn’t enforce its current ordinances specific to weeds. He did not feel like he and the numerous residents which had spoken during the Planning Commission public hearing were heard. He suggested the Council put together an example of what it desired for a gravel parking area and make it available to residents.

Randy Eberhard, resident, expressed concern the City was pandering to the desires of realtors that increased the prices of listed homes as opposed to making the City a livable place. He stated he owned half an acre which had a significant gravel area. He understood the proposed ordinance would allow his gravel area to be “grandfathered” but expressed concern other residents wouldn’t be able to afford the cost associated with the proposed ordinance. He informed the Council a friend had attempted to comply with the four inch requirement of gravel and his truck got stuck. He suggested the City also consider an exception process to the ordinance. He stated there was a time when he had six people living in his home that all drove vehicles and there were times in which they were parked on the front grass. He believed it was a sensible solution to his problem.

Mayor Shepherd invited Scott Hodge, Public Works Director, to the podium and requested he explain the proposed four inch gravel requirement. Mr. Hodge shared his opinion that four inches of gravel or road base would be a suitable base and stated he wouldn't recommend anything less than three inches be allowed. He shared the differences between the different kinds of gravel to justify the need for the four inches. He pointed out he was not a geotechnical engineer and it would be better to consult one about the recommendations for acceptable materials.

**Councilmember LeBaron moved to close the public hearing at 7:29 p.m. seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

PUBLIC HEARING TO RECEIVE COMMENT ON A ZONING TEXT AMENDMENT – PARKING IN C-1 AND C-2 ZONES

JJ Allen, Assistant City Manager, stated on April 22, 2014, the Clearfield City Council enacted a temporary land use regulation regarding parking lots and facilities which was applicable to all commercially zoned property within Clearfield City. The City Council asked staff and the Planning Commission to review the parking ordinance within commercial zones and recommend language which would protect the City's remaining prime commercial property from being developed into stand-alone parking lots that were not necessarily tied to a primary commercial use. The Planning Commission considered changes to the parking requirements within commercial zones in a public hearing held on May 7, 2014. It opened the public hearing and continued the item to the June 4, 2014 meeting in order to provide additional time for the public to provide comment. The City Council opened and continued the public hearing at its meeting on May 27, 2014. Staff recommended continuing the item to Tuesday, July 8, 2014 in order to allow additional time for review.

Mayor Shepherd asked for public comments.

There were no public comments.

**Councilmember Jones moved to continue the public hearing at 7:31 p.m. until Tuesday, July 8, 2014 at 7:00 p.m., seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

CITIZEN COMMENTS

Amber Self, resident, reported on real estate transactions taking place in Clearfield City. She reported statistics for the month of May which reflected Clearfield was currently experiencing a good real estate market.

PRESENTATION TO JOEL GAERTE FOR HIS SERVICE AS A MEMBER OF THE PLANNING COMMISSION

Councilmember LeBaron stated Joel Gaerte had served the City as a member of the Planning Commission and recently submitted a letter of resignation. The Mayor and City Council desired to recognize Mr. Gaerte for his service to the City.

Mayor Shepherd and the City Council presented Mr. Gaerte with a plaque acknowledging his service.

APPROVAL OF RESOLUTION 2014R-15 ADOPTING AMENDMENTS TO THE 2013/2014 FISCAL YEAR BUDGET

**Councilmember LeBaron moved to approve Resolution 2014R-15 adopting amendments to the 2013/2014 fiscal year budget 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.**

APPROVAL OF ORDINANCE 2014-17 AMENDING TITLE 11, CHAPTERS 1 AND 5 OF THE CITY CODE TO PROPOSE STANDARDS SPECIFIC TO ADMINISTRATIVE SITE PLAN REVIEW

**Councilmember Jones moved to approve Ordinance 2014-17 amending Title 11, Chapters 1 and 5 of the City Code to propose standards specific to Administrative Site Plan Review 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.**

APPROVAL OF ORDINANCE 2014-15 AMENDING TITLE 11, CHAPTER 14 OF THE CITY CODE SPECIFIC TO STANDARDS FOR GRAVEL PARKING AREAS WITHIN RESIDENTIAL ZONES

Adam Lenhard, City Manager, reviewed the possible options for the Council to consider when making a motion on the ordinance:

- approve the Planning Commission's recommendation exactly as it had been received in the agenda packet.
- approve the Planning Commission's recommendation with modifications it deemed appropriate.
- table the item to allow for further discussion.
- deny the Planning Commission's recommendation, which would then leave the gravel parking ordinance in its current form and unchanged.

Mayor Shepherd expressed concern about the difference in materials and believed the proposed ordinance as it was currently written might not compact well. He suggested a depth of two inches for the gravel. He stated it was the original intent of the Council to reconsider the gravel parking ordinance in order to eliminate the burden to the residents and suggested the four inches was too specific and restrictive.

Councilmember LeBaron believed the City was also going too far by mandating a depth and a specific type of gravel. He suggested the City reach a good balance by requiring two inches of gravel and “grandfathering” existing gravel pads.

Councilmember Bush announced he was in attendance at the Planning Commission meeting during which the item was discussed. He stated a majority of the residents who expressed their concerns during the public hearing were against the concrete mandate. He also reported the standards included in the ordinance were patterned after a similar ordinance in West Valley. He mentioned several residents were against any regulation and stated the City needed ordinances to prevent chaos. He believed the key to the ordinance was gravel with no weeds.

Councilmember Jones believed it would be difficult for the City to enforce the four inches and suggested the depth of the gravel wasn’t critical. He suggested residents do their homework before installing gravel to know what type and how deep for best results.

**Councilmember LeBaron moved to approve Ordinance 2014-15 amending Title 11, Chapter 14 of the City Code with the amendment to Section 1, 2b changing 4 inches deep to 2 inches deep, specific to standards for gravel parking areas within residential zones and authorize the Mayor’s signature to any necessary documents, 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 RESOLUTION 2014R-16 ACTING AS THE GOVERNING AUTHORITY OF THE NORTH DAVIS FIRE DISTRICT ADOPTING AND CERTIFYING ITS TAX RATE FOR THE 2014 TAXABLE YEAR**

The Clearfield City Council acted as the governing authority for the North Davis Fire District (NDFD). The Administrative Control Board of the NDFD desired to establish a certified tax rate of .001379 for the 2014 taxable year for the purpose of funding operating expenses and capital improvements and to provide fire protection, emergency medical and ambulance services and consolidated 911 and emergency dispatch services.

Councilmember LeBaron expressed appreciation to Chief Becraft and his staff for their time and efforts in compiling a lean budget which adequately served the residents of Clearfield and West Point. He also expressed appreciation to Kathryn Murray, Board Chair, for her efforts in working on the budget.

**Councilmember Young moved to approve Resolution 2014R-16 acting as the governing authority of the North Davis Fire District (NDFD) and adopting and certifying a tax rate of .001379 for the Fire District 2014 taxable year 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.**

APPROVAL OF A PROCLAMATION DECLARING THE WEEK OF JUNE 30 – JULY 6, 2014 AS INDEPENDENTS WEEK IN CLEARFIELD CITY

Clearfield’s core of independently-owned businesses gave back to the community in goods, services, time and talent. Additionally the health of Clearfield’s economy depended on support of businesses owned by friends and neighbors. Local business owners and their employees enriched residents’ shopping experiences with their knowledge and reflected a sense of place. The proclamation was a salute to community members and locally owned independent businesses that were integral to Clearfield.

**Councilmember Bush moved to approve the Mayor’s signature to the Proclamation officially declaring June 30-July 6, 2014 as “Independents Week” in the City of Clearfield, seconded by Councilmember LeBaron. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

APPROVAL OF A PROCLAMATION EXPRESSING THE CITY’S SUPPORT OF HOUSE BILL 275 DESIGNATING JUNE 25, 2014 AS “VIETNAM VETERANS DAY”

The Vietnam War marked a significant chapter in our Nation’s history and recently the State of Utah paid tribute to the many service men and women who bravely served their Country. Significant sacrifices were made by these heroes and their families. The City desired to pay tribute to those who answered the duty to serve with courage.

**Councilmember LeBaron moved to approve the Mayor’s signature to the Proclamation expressing support designating June 25, 2014 as “Vietnam Veterans Day”, 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 RESOLUTION 2014R-17 SETTING THE CERTIFIED TAX RATE

The City Council approved Resolution 2014R-13 setting the certified tax rate during its meeting on Tuesday, June 10, 2014. The City was recently notified by Davis County of changes in the breakdown between the general purpose fund and the debt fund. The overall rate remained the same and the proposed changes merely provided technical corrections based on the latest information provided by the County.

**Councilmember Jones moved to approve Resolution 2014R-17 setting the certified tax rate and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember LeBaron. 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 that he and Adam Lenhard, City Manager, had the opportunity to visit the Utah Test and Training Range to witness its support to HAFB. He believed it was a great asset for the Base which couldn't be compared to anything like it anywhere else in the Nation. He indicated the visit solidified the relationship between the City and the Base.
2. Reported he participated in visiting sites and touring facilities associated with Weber Basin Water Conservancy District.
3. Announced he attended the retirement dinner for Colonel Colby and her husband, Colonel Blanc on Friday, June 20, 2014. He mentioned her replacement would be invited to the Fourth of July dinner and festivities hosted by the City.
4. Reminded the Council of the Wings over the Wasatch Air Show scheduled for Saturday, June 27, 2014 and Sunday, June 28, 2014. He suggested visitors park at the rail stop and utilize the shuttle and stated those riding motorcycles would be required to wear full gear upon entering the Base. He shared some highlights regarding the air show participants and displays.

***Councilmember Benson*** – announced final auditions for “We’ve Got Talent” had taken place and stated 16 acts had been selected to perform on the Fourth of July. She announced the contest was scheduled to take place from 2:00 p.m. to 3:30 p.m. She stated the winners would be announced following Kountry Boi’s performance to allow the judges time to calculate scores.

### ***Councilmember Bush***

1. Stated he had also enjoyed the Weber Basin Water tour.
2. Expressed appreciation to staff for organizing and presenting the Holt Elementary School Open House on Tuesday, June 17, 2014.
3. Announced the Kiwanis Club would be conducting a coat drive to benefit students attending local elementary schools this fall. He stated its annual breakfast fundraiser was scheduled for the first Saturday in September.
5. Informed the Council he had attended the Davis Economic Development meeting during which Senator Weiler shared a presentation on the past legislative session.
6. Reported the North Davis Sewer District (NDSD) would begin construction on the sewer line on 700 South from 1550 West to 2000 West the first part of July. He indicated affected residents would be notified and no street closures or traffic detours were anticipated.
7. Announced he had attended a luncheon sponsored by Workman’s Compensation Fund during which the NDSD received an award for its safety record. He stated the District hadn’t had a time loss accident within the past 4 years.

***Councilmember Jones*** – nothing to report.

### ***Councilmember LeBaron***

1. Expressed an appreciation for City staff and their efforts associated with the Wasatch and Holt Elementary neighborhood meetings. He stated he was looking forward to it taking place at Antelope Elementary.
2. He also agreed with Mayor Shepherd’s comments regarding Utah Test and Training Range and believed it was a National asset.

***Councilmember Young*** – nothing to report.

*Adam Lenhard, City Manager* – also reminded the Council about the Warriors over the Wasatch Air Show.

## STAFFS' REPORTS

*Nancy Dean, City Recorder* – Reminded the Council of the following meeting schedule:

- Employee Association's summer party on Friday, June 27, 2014
- No meeting was scheduled on Tuesday, July 1, 2014
- Policy Session on Tuesday, July 8, 2014
- South Clearfield Neighborhood Open House scheduled for Tuesday, July 15, 2014
- Policy Session on Tuesday, July 22, 2014
- Antelope Elementary Neighborhood Open House scheduled for Tuesday, July 29, 2014

There being no further business to come before the City Council **Councilmember Bush moved to adjourn as the City Council and reconvene as the Community Development and Renewal Agency (CDRA) at 8:12 p.m., seconded by Councilmember LeBaron. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

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



# City Council

## STAFF REPORT

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

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

**MEETING DATE:** July 7, 2014

**SUBJECT:** Work Session Discussion on **ZTA 1404-0001** Zoning Text Amendment to Title 11, C-1 and C-2 Commercial Parking Regulations and Definition, to better define Commercial Parking Lots, and the conditions imposed for location and use of parking lots.

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### RECOMMENDATION

Staff recommends **Approval of ZTA 1404-0001**, an amendment to the Land Use Ordinance Title 11 C-1 and C-2 Commercial Parking Regulations and Definition, based on the findings and discussion in the Staff Report.

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### ANALYSIS

Clearfield City Planning Commission opened a public hearing on this item on May 7, 2014 and continued the item to June 6, 2014. On June 6, 2014 the Planning Commission took action making a **recommendation for approval of ZTA 1404-0001 based on discussion and findings in the staff report.**

On April 22, 2014, the Clearfield City Council enacted a temporary land use regulation regarding parking lots and facilities which was applicable to all commercially zoned property within Clearfield City. The Ordinance passed by City Council, number 2014-08, includes a number of findings used to support the temporary land use regulation. The City Council asked Staff and the Planning Commission to review the parking ordinance within Commercial Zones and recommend language that would protect the City's remaining prime commercial property from being developed into parking lots that are not necessarily tied to a formal use. In other words, commercial zones would not allow stand-alone parking, but rather would require parking to be an accessory use on the property subordinate to a primary use on the parcel.

The City Council has also opened a public hearing for this item on May 27, 2014, and the item has been continued to July 7, 2014. Clearfield City Council held a work session on this item on June 10, 2014 providing feedback staff.

### Proposed Ordinance Changes

Staff's intent in presenting ordinance amendment language is to provide a fair amendment which best serves the City's residents as well as protects both current and future business and property owners in Clearfield City by preventing the consumption of crucial remaining commercial properties for less than ideal uses.

In order to provide protection for the very limited amount of remaining commercially viable property in the City, the following are the proposed ordinance changes. The recommendation below includes the language that the Planning Commission accepted and recommended, along with clarifications to the language provided by staff.

1. Amend the definition of "Parking Facility, Commercial" to require these types of facilities to be pay lots. The potential definition could read as follows: "A garage or parking lot used for commercial purposes and open to the public for a fee where vehicles may be parked for not more than five (5) consecutive days."
2. Amend provisions such that the "Parking Facility, Commercial" use is neither a permitted, nor a conditional use within M-1, P-F, B-1, C-1, C-2, C-R and D-R Zones (will be added/allowed as either a permitted or conditional use in M-4, MU, PF Zones). The area immediately surrounding the UTA Transit station may be one that is viable for a commercial pay lot in the future. Other MU projects may benefit from the same allowance depending on uses and site specifics within those projects in the future.
3. Amend the definition of "Parking Lot" to state: Parking Lot: An area where motor vehicles can be placed and left temporarily. Parking lots require the facility to be provided are only allowed as an accessory use to a specifically for a primary use or building on the same ~~property/parcel as the parking will be located, as well as require that t~~The primary use/building and its accessory parking served by the parking must be entirely located within Clearfield City. Parking must meet the minimum requirements of Title 11, Chapter 14.
4. Add a provision to the language for off-site parking to include a requirement that uses must be located within Clearfield City as indicated below in italics: Alternatives To On Site Parking: For any new use, structure, building or parcel, required off street parking may be provided on other property not more than a two hundred foot (200') distance from the nearest point of the parcel, and shall not require persons to cross a public street. The planning commission may consider such alternatives through the site plan process. (*Off-site parking shall not be allowed for dwellings or to accommodate parking needs for property located outside Clearfield City*) (Ord. 2009-41, 11-24-2009)
5. Add the definition of "Parking Lot, Stand-alone" to state: Parking Lot, Stand Alone: An area where motor vehicles can be placed and left temporarily as the primary use on a parcel. Parking must meet the minimum requirements of Title 11, Chapter 14.
- 5-6. Add "Parking Lot, Stand-along" as a use within the Permitted Uses of the PF zone to assure that there is a legal established parking use within Public Facility Zones. The areas zoned PF may or may not be owned and maintained by Clearfield City.

### Master Plan

The Clearfield City Master Plan states in Community Vision, "2. Promote Clearfield as a regional center for manufacturing, governmental, and commercial facilities with excellent accessibility and a high-quality business environment". Also, "3. Encourage redevelopment to take full advantage of Clearfield's strategic location with respect to major rail and highway amenities and proximity to air transportation." In addition to the Community Vision, the Current Zoning section of the Master Plan discusses within each Commercial Zone for the city that the goal is to expand and develop viable commercial properties to their highest and best use. Limiting the

ability to cover key commercial pieces of ground solely with surface parking meets the intent and the language of the Clearfield City Master Plan.

**Public Comment**

No public comment has been received to date.

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**FINDINGS**

**Zoning Ordinance Text Amendment**

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

Review Consideration		Staff Analysis
1)	The proposed amendment is in accordance with the General Plan and Map; or	As indicated in the staff analysis above, staff feels that an amendment to the City Code is necessary and appropriate to protect limited prime commercially zoned properties within the City. Planning Commission supported this finding in the June 6, 2014 meeting, and recommended approval of the zoning text amendment.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	The changed conditions requiring an amendment to the City Code at this time are both the limited remaining prime commercial land, and concerns about neighboring cities with viable commercial properties who may be interested in utilizing Clearfield City properties as surface parking areas.

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**ATTACHMENTS**

None provided with this item.

# CLEARFIELD CITY ORDINANCE 2014-16

## AN ORDINANCE AMENDING TITLE 11 OF THE CLEARFIELD CITY CODE PERTAINING TO PARKING FACILITIES

**PREAMBLE:** This Ordinance amends Title 11, Chapters 3, 10A, 11A, 11B, 11C, 11E and 14 of the Clearfield City Code dealing with the regulation of parking, primarily in the commercial, manufacturing, and public facilities zones.

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

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

*Title 11, Chapter 3, Section 3 of the Clearfield City Code is hereby amended to modify three (3) of the existing definitions contained therein by revising the language for those definitions to read as follows:*

**Parking Area:** An open area, other than a street or alley, used for the parking of more than five (5) motor vehicles, whether free, for compensation or as an accommodation. This definition of "Parking Area" is not intended to be used throughout this Title as either a permitted or conditional use, but rather serves as a more general reference to locations, lots and facilities, whether public or private, where vehicles can be lawfully parked.

**Parking Facility, Commercial:** A garage or parking lot used for commercial purposes and open to the public for a fee. Vehicles may not be parked for not more than five (5) consecutive days in such facilities. Parking must meet the minimum requirements of Title 11, Chapter 14.

**Parking Lot:** An area where motor vehicles can be placed and left temporarily. Parking lots are only allowed as an accessory use to a specific primary use or building on the same parcel. The primary use/building and its accessory parking must be entirely located within Clearfield City. Parking must meet the minimum requirements of Title 11, Chapter 14.

*Title 11, Chapter 3, Section 3 of the Clearfield City Code is hereby amended to modify the existing definitions contained therein by adding an additional definition to read as follows:*

**Parking Lot, Stand-alone:** An area where motor vehicles can be placed and left temporarily as the primary use on a parcel. Parking must meet the minimum requirements of Title 11, Chapter 14.

*Title 11, Chapter 10A, Section 2 of the Clearfield City Code is hereby amended by adding "Parking Lot, Stand-alone" to the list of permitted uses in the Public Facilities (PF) Zone.*

*Title 11, Chapters 11A, 11B, 11C, and 11E are hereby amended by removing "Commercial parking facilities" (and/or "Parking Facility, Commercial") from the list of conditional uses*

*set forth in Section 2 of each of those respective Chapters (removed from C-1, C-2, C-R and D-R commercial zones). Accordingly, the only zone which will allow for a “Parking Facility, Commercial” as either a permitted or conditional use shall be the Mixed Use Zone (MU), when permitted by the Master Development Plan (MDP) for a particular project.*

*Title 11, Chapter 14, Section 2 (C) of the Clearfield City Code is hereby amended to read as follows:*

Alternatives To On Site Parking: For any new use, structure, building or parcel, required off street parking may be provided on other property not more than a two hundred foot (200') distance from the nearest point of the parcel, and shall not require persons to cross a public street. The planning commission may consider such alternatives through the site plan process. *(Off-site parking shall not be allowed for dwellings or to accommodate parking needs for property/parcels located either entirely or partially outside of Clearfield City).*

**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 posted as prescribed by law.

Passed and adopted by the Clearfield City Council this 8<sup>th</sup> day of July, 2014.

CLEARFIELD CITY CORPORATION

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Mark R. Shepherd, Mayor

ATTEST:

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Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

# Staff Report



**To:** Mayor Shepherd and City Council Members

**From:** JJ Allen, Assistant City Manager

**Date:** July 3, 2014

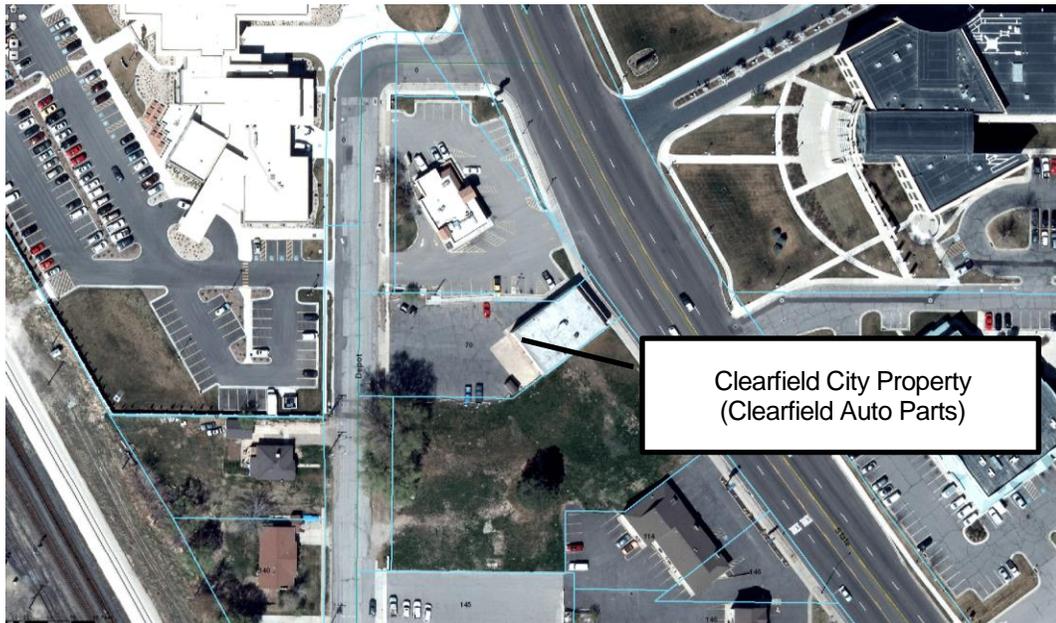
**Re:** Clearfield Center listing agreement

## **I. RECOMMENDED ACTION**

Approve the Exclusive Listing Agreement for Sale of Real Property at 70 South State Street, and authorize the Mayor's signature to any necessary documents.

## **II. DESCRIPTION / BACKGROUND**

Clearfield City owns a parcel across from City Hall on State Street (Clearfield Auto Parts), and two adjacent parcels are owned by the Clearfield CDRA (Rocket Fuel Coffee and the "pine tree parcel"). Together, the three parcels make up 2.3 acres. The purpose in acquiring them was to help accomplish complete redevelopment of the property. With the proposed Listing Agreement, the City (and CDRA) would engage the services of Newmark Grubb ACRES to market the property and attract developers with proposals consistent with the vision for redevelopment.



For the past year and a half, we have been trying to spread the word to the development community about this opportunity. Several developers have expressed

some level of interest in the project, but none have committed. Those with whom we've had discussions are listed in the agreement as exclusions—meaning that if one of them ends up presenting a proposal that the City/CDRA wishes to accept/approve, then no commission would be paid to the Broker.

### **III. IMPACT**

#### **a. Fiscal**

If the property is sold, the proceeds would be unanticipated revenue to the City/CDRA, and the Broker's commission would be paid out of the proceeds of the sale. If the property is contributed or otherwise conveyed (to a party not listed in the exclusions) in lieu of a sale, the City/CDRA would pay a commission of \$18,000.

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

The listing agreement itself would not have an impact on the City's operations or service delivery, but the hope is that it will help us accomplish the redevelopment of these properties, which is a priority of the Vision 2020 Strategic Plan.

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

The listing is for six months, going month-to-month thereafter until terminated.

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

- Exclusive Listing Agreement with Newmark Grubb ACRES

## EXCLUSIVE LISTING AGREEMENT FOR SALE OF REAL PROPERTY

1. In consideration of the listing for the sale of the real property hereinafter described (“the Property”) by Newmark Grubb ACRES Northern Region, (a d.b.a. for Davis Weber Commercial Real Estate Specialists Group, LLC), 1755 East 1450 South, Suite 100, Clearfield, Utah (“Broker”), and Broker’s agreement to use diligent efforts to effect a sale of the same, the undersigned (“Owners”) hereby grant to Broker the exclusive right to sell the Property for a period commencing July 9 2014 and ending midnight, January 9, 2015, (“the Term”) and continuing indefinitely on a month-to-month basis until thirty (30) day notice is given of termination. The sale shall be advertised with an asking price of \$6.00 per square foot, but may be negotiated either higher or lower from that point. The Properties are situated in the County of Davis, State of Utah, and is further described as the approximately 2.3 acres of redevelopment land with the following parcel ID numbers: 12-001-0193, 12-001-0103, and 12-001-0175. Broker understands that Owners are only interested in selling all three parcels to a single buyer with bona fide plans for complete redevelopment of the property, including the removal of existing structures and the development of an urban commercial or mixed use project, and that the sale will be contingent upon approval of the proposed project by the Clearfield City Council and Board of Directors of the Clearfield Community Development and Renewal Agency.
2. In the event of sale of the subject property, Owners agree to pay Broker a sales commission equal to 6% of the gross transaction value. Owners instruct Broker to cooperate by sharing the commission under this Agreement with other licensed brokers and agents representing prospective buyers. If the commission split is other than 50/50 with another broker, it must be approved in writing by Owners. If Broker represents both parties of the transaction (Owners and buyer), the sales commission shall equal 4% of the gross transaction value. This commission shall be earned and paid for services rendered if during the Term Owners enter into any contract for the sale of the Property. If Owners contribute or convey the Property, or any interest therein, to a partnership, joint venture, or other business entity, or transfers an interest in any entity which has an ownership interest in the Property in lieu of a sale of the Property, Broker’s commission shall be \$18,000. Notwithstanding any of the foregoing provisions in this paragraph, the following parties (and their affiliates) shall be excluded, and Owners shall not pay any sales commission to Broker for any transaction with any of these parties (and/or their affiliates), except that Owners shall compensate Broker for reasonable out-of-pocket expenses incurred by Broker in the marketing of the Property:
  - a. Rick Plewe & Associates
  - b. Brandon Wood / John Tebbs / Bonneville Builders
  - c. Brandon Wood / Destination Homes
  - d. Mike Howard / Hewson Company
  - e. Thackeray Garn Company
  - f. Any governmental or quasi-governmental entity
3. Owners further agree that Owners shall pay broker the aforementioned commission if, within 120 days after the expiration of the Term, the Property or any portion thereof is sold, or negotiations commence and thereafter continue leading to the execution of a sale with any person or entity to whom Broker has submitted the Property prior to the expiration of the Term in an effort to effect a sale of the Property. Broker agrees to submit a list of such persons or entities to Owners not later than 15 days following the expiration of the Term, provided, however, if Broker has submitted a written offer it shall not be necessary to include the offeror’s name on the list.
4. It is understood that it is illegal for either Owners or Broker to refuse to display or sell the Property to any person because of race, color, religion, national origin, sex, marital status or physical disability.
5. Owners agree to: 1) cooperate with Broker in effecting the sale of the Property and 2) to provide Broker all relevant property information, and 3) to immediately refer to Broker all inquiries of anyone interested in the Property (except for those parties listed in paragraph 2 above). Broker is further authorized to: 1) distribute information about the property, 2) advertise the Property, and 3) to place signage on the property. Owners agree to defend, indemnify and hold Broker harmless from all claims, disputes, litigation or judgments arising from any incorrect information supplied by Owners, or from any material fact known by Owners concerning the Property which Owners fails to disclose. Owners represent that they are the Owners of the Property. Owners agree that under no circumstances shall any entity, other than Newmark Grubb ACRES Northern Region, that bears or does business under the “Newmark Grubb” name, including but not limited to Newmark & Company Real Estate, Inc., doing business as “Newmark Grubb Knight Frank,” be liable under this agreement, nor shall BGC Partners, Inc., Newmark & Company Real Estate, Inc. or Knight Frank, LLP or any of their respective affiliates be liable hereunder.
6. Owners acknowledge that they have been advised by Broker to consult and retain experts to advise and represent them concerning the legal and tax effects of this Agreement and consummation of a Transaction, as well as the physical, environmental or legal condition of the Property. Broker shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by the Parties. Owners further acknowledge that in determining the financial soundness of any prospective buyer, lessee or security offered, Owners will rely solely upon their own investigation, notwithstanding Broker’s assistance in gathering such information. Owners shall identify in writing as “confidential” any information provided to Agent that Owners consider confidential and do not want disclosed. After consummation of a transaction, Agent may publicize the terms of such transaction. If Broker finds a prospective party for a transaction, Owners hereby authorize Broker to represent and act as the agent for such party and Owners consent to such dual agency, recognizing that the sales commission on such a transaction would be reduced to 4%, as described in paragraph 2.
7. This Agreement constitutes the entire agreement between Owners and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owners and Broker. This Agreement shall be binding upon the heirs, successors and assignees of the parties.
8. Owners agree that if Agent is not paid the Agreed Commission provided for herein within 30 days of the date due, that Agent shall have a lien on the Property in the amount of such commission, and may record a notice of such lien against the Property. In any action arising out of this contract, the prevailing party shall be entitled to costs and reasonable attorney’s fees.

The undersigned Owners hereby acknowledge receipt of a copy of this Agreement and the accompanying Agency Relationship and Hazardous Materials Warning and Disclosure.

Agreed and Accepted:

Newmark Grubb ACRES Northern Region (a d.b.a for Davis  
Weber Commercial Real Estate Specialists Group, LLC)

Broker \_\_\_\_\_

Agent \_\_\_\_\_

Owners

By: \_\_\_\_\_

Entity: Clearfield City

Owner of: Parcel ID No. 12-001-0103

Date: \_\_\_\_\_

By: \_\_\_\_\_

Entity: Clearfield Community Development and Renewal Agency

Owner of: Parcel ID No. 12-001-0193 and 12-001-0175

Date: \_\_\_\_\_

**AGENCY RELATIONSHIP DISCLOSURE,  
HAZARDOUS MATERIALS WARNING AND DISCLOSURE  
& AMERICANS WITH DISABILITIES ACT DISCLOSURE**

**THIS DISCLOSURE FORM IS INTENDED FOR USE BY REAL ESTATE LICENSEES IN DISCLOSING AGENCY RELATIONSHIP(S) TO  
OWNER AND USER**

When you enter into discussion with a real estate agent regarding a real estate transaction, you should from the outset understand whom the real estate agent is representing in the transaction. More importantly, you should understand how that agency relationship impacts your business with the real estate agent.

**Agency Relationship of User's Agent**

The Principal/Branch Broker and Agent agree to act for the User and will work diligently to locate an Owner for the Property. As the User's agent, they will act consistent with their fiduciary duties to the User of loyalty, full disclosure, confidentiality, and reasonable care. The User understands, however, that the Principal/Branch Broker and Agent may now, or in the future, agree to act as agent for an Owner who may wish to negotiate a purchase of the Property. Then the Principal/Branch Broker and Agent would be acting as a Limited Agent representing both the User and prospective Owner at the same time. Limited agency is allowed under Utah Law only with informed consent of the User and prospective Owner.

**Agency Relationship of Owner's Agent**

The Principal/Branch Broker and Agent agree to act as agent for the Owner and will work diligently to locate a property acceptable to the Owner, and to assist the Owner in negotiating the acquisition of a property. As the Owner's agent, they will act consistent with their fiduciary duties to the Owner of loyalty, full disclosure, confidentiality, and reasonable care. The Owner does, however, understand that the Principal/Branch Broker and Agent may now, or in the future, agree to act as agent for a User who may want to negotiate with the Owner on the sale or lease of the User's property. Then the Principal/Branch Broker and Agent would be acting as a Limited Agent because they would be representing both the Broker and the User at the same time. Limited agency is allowed under Utah law only with the informed consent of the Owner and User.

**Agency Relationship Representing both Owner and User  
(Limited Agency)**

Limited agency is allowed under Utah law only with the informed consent of the Owner and User. For consent to be informed, the Owner and User must understand that:

Conflicting Duties: With limited agency, conflicting duties of disclosure, loyalty and confidentiality to each party will arise.

Duty of Neutrality: To resolve these conflicting duties, the limited agent will be bound by further duty of neutrality. Being neutral, the limited agent will not disclose to either party information likely to weaken the bargaining position of the other, for example, the highest price the Owner will offer or the lowest price the User will accept. However, the limited agent will disclose to both parties material information known to the limited agent regarding a defect in the property and the ability of the other to fulfill all obligations under their agreement

Conditions for Owner's and User's Consent: If the Owner and User consent to limited agency as described above, the consent is conditioned upon the Principal/Branch Broker and Agent: (i) having obtained from the Owner and User informed consent of the limited agency as described above; and (ii) informing the Owner and User of the limited agency when the Owner first expresses an interest in the User's property.

**Duties of Owner and User**

The above duties of real estate agents in a real estate transaction do not relieve a User or Owner from the responsibility to exercise good business judgment in protecting their respective interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. If legal or tax advice is desired, consult a competent professional attorney or accountant.

**Hazardous Materials & ADA Disclosure**

The real estate salespersons and brokers in this transaction have no expertise with respect to toxic wastes, hazardous materials or undesirable substances. Proper inspections of the Property by qualified experts are an absolute necessity to determine whether or not there are any current or potential toxic wastes, hazardous materials or undesirable substances in or on the Property. The real estate salespersons and brokers in this transaction have not made, nor will make, any representations, either express or implied, regarding the existence or nonexistence of toxic wastes, hazardous materials or undesirable substances, and these conditions can be extremely costly to correct. It is the responsibility of Users/ Lessors/Sublessors and Owners/Lessees/Sublessees to retain qualified experts to deal with the detection and correction of such matters.

The Americans With Disabilities Act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

**CONFIRMATION OF DISCLOSURE**

At the signing of this agreement, the following agency relationship(s) is/are confirmed.

The real estate agent: Ryan Flint is the agent of (CIRCLE which applies):      User      Owner      Owner & User

Ryan Flint \_\_\_\_\_  
(Print AGENT Name)

\_\_\_\_\_  
(Signature of Real Estate Agent)

**Acknowledgement**

I/We acknowledge receipt of a copy of this disclosure and confirmation, and understand and agree with the agency relationship confirmed herein.

Owner/User \_\_\_\_\_ By: \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Owner/User \_\_\_\_\_ By: \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Attention Agents/Owners/Users – Refer to Utah State Department of Commerce  
Division of Real Estate Administrative Rule Nos. 6.1.11, 6.1.11.1, 6.1.11.3.

All licensees are required to have a written agency agreement with their principals

30 June 2014

Clearfield City  
55 South State Street  
Clearfield, Utah 84015

Attn: Mayor Mark Shepherd and City Council  
Proj: **Depot Street Extension Improvement Project**  
Subj: Bid Results, Bid Proposal Tabulation & Recommendation

Dear Mayor Mark Shepherd and Council Members,

The “Bid Opening” for the above referenced project was conducted this afternoon. The lowest responsible bidder is Craythorne Construction of Syracuse, Utah.

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

Since Craythorne Construction’s bid is the low bid for the advertised project, and their bid meets the conditions of the Contract Documents, I herewith recommend award of the above referenced project in the amount of \$181,534.25 to Craythorne Construction Company.

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

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



R. Todd Freeman, P.E.  
*City Engineer*

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

## BID PROPOSAL TABULATION

### Depot Street Extension Improvement Project

**BID DATE: 30 June 2014**

**OWNER: CLEARFIELD CITY**

**PUBLIC WORKS DIRECTOR: SCOTT HODGE**

Bid Item	Description	Quantity	Unit	Craythorne, Inc. 601 West 1700 South Syracuse UT, 84075		Post Asphalt Paving & Construction 1762 West 1350 South Ogden UT, 84401		Mecham Brothers Inc. 5792 South 3600 West Roy UT, 84067	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.	Mobilization and traffic control.	1	ls.	\$3,690.00	\$3,690.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
2.	Clear and grub area for Depot Street Extension.	1	ls.	\$2,065.00	\$2,065.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00
3.	Clear and grub area for North Access and South Access Roads.	1	ls.	\$380.00	\$380.00	\$1,400.00	\$1,400.00	\$7,000.00	\$7,000.00
4.	Roadway excavation and subgrade preparation - North Access and South Access Roads.	1	ls.	\$2,832.00	\$2,832.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00
5.	Remove existing trees and grind roots in orchard.	1	ls.	\$10,246.00	\$10,246.00	\$3,000.00	\$3,000.00	\$7,875.00	\$7,875.00
6.	Removal and disposal of concrete flatwork.	280	sf.	\$2.15	\$602.00	\$1.60	\$448.00	\$5.00	\$1,400.00
7.	Remove existing irrigation pipe.	60	lf.	\$12.05	\$723.00	\$17.00	\$1,020.00	\$4.00	\$240.00
8.	Furnish and install 8-inch diameter C-900 pvc culinary waterline.	630	lf.	\$30.09	\$18,956.70	\$42.00	\$26,460.00	\$24.76	\$15,598.80
9.	Furnish and install fire hydrant.	1	ea.	\$3,906.00	\$3,906.00	\$4,000.00	\$4,000.00	\$4,675.00	\$4,675.00
10.	Furnish 8-inch gate valve.	3	ea.	\$1,364.00	\$4,092.00	\$2,000.00	\$6,000.00	\$1,250.00	\$3,750.00
11.	Construct waterline connections.	3	ea.	\$1,111.00	\$3,333.00	\$1,100.00	\$3,300.00	\$1,000.00	\$3,000.00
12.	Furnish and install concrete curb and gutter.	775	lf.	\$19.04	\$14,756.00	\$20.00	\$15,500.00	\$16.53	\$12,810.75

Bid Item	Description	Quantity	Unit	Craythorne, Inc. 601 West 1700 South Syracuse UT, 84075		Post Asphalt Paving & Construction 1762 West 1350 South Ogden UT, 84401		Mecham Brothers Inc. 5792 South 3600 West Roy UT, 84067	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
13.	Furnish and install 4-foot wide 4-inch thick sidewalk.	440	lf.	\$12.95	\$5,698.00	\$21.00	\$9,240.00	\$15.25	\$6,710.00
14.	Furnish and install 4-foot wide 6-inch thick sidewalk.	50	lf.	\$17.48	\$874.00	\$40.00	\$2,000.00	\$19.45	\$972.50
15.	Furnish and install 4-inch thick concrete flatwork.	50	sf.	\$4.00	\$200.00	\$35.00	\$1,750.00	\$10.00	\$500.00
16.	Furnish and install 6-inch thick concrete flatwork.	260	sf.	\$4.98	\$1,294.80	\$12.00	\$3,120.00	\$6.50	\$1,690.00
<b>Road Construction Option A (bid items 17 thru 18)</b>									
17.	Roadway excavation and subgrade preparation - Depot Street Extension - 21 inches thick (approximately 1,850 square yards).	1	ls.	\$17,801.00	\$17,801.00	\$4,100.00	\$4,100.00	\$29,137.35	\$29,137.35
18.	Furnish and install untreated roadbase material.	1,750	ton	\$16.60	\$29,050.00	\$22.00	\$38,500.00	\$23.26	\$40,705.00
<b>Sub-total Option A:</b>					\$46,851.00	\$42,600.00	\$69,842.35		
<b>Road Construction Option B (bid items 19 thru 22)</b>									
19.	Roadway excavation and subgrade preparation - Depot Street Extension - 16 inches thick (approximately 1,850 square yards).	1	ls.	\$13,549.00	\$13,549.00	\$4,200.00	\$4,200.00	\$22,199.85	\$22,199.85
20.	Furnish and install granular sub-base material.	675	ton	\$16.35	\$11,036.25	\$20.00	\$13,500.00	\$17.50	\$11,812.50
21.	Furnish and install Tensar grid TX-7 (approximately 1,560 square yards).	1	ls.	\$8,334.00	\$8,334.00	\$6,630.00	\$6,630.00	\$7,332.00	\$7,332.00
22.	Furnish and install untreated roadbase material.	600	ton	\$16.60	\$9,960.00	\$22.00	\$13,200.00	\$23.26	\$13,956.00
<b>Sub-total B:</b>					\$42,879.25	\$37,530.00	\$55,300.35		
23.	Furnish and install 1 1/2" minus granular sub-base materials.	900	ton	\$16.35	\$14,715.00	\$20.00	\$18,000.00	\$17.50	\$15,750.00
24.	Furnish and install untreated roadbase material.	250	ton	\$16.60	\$4,150.00	\$22.00	\$5,500.00	\$23.26	\$5,815.00

Bid Item	Description	Quantity	Unit	Craythorne, Inc. 601 West 1700 South Syracuse UT, 84075		Post Asphalt Paving & Construction 1762 West 1350 South Ogden UT, 84401		Mecham Brothers Inc. 5792 South 3600 West Roy UT, 84067	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
25.	Furnish and install bituminous asphalt paving materials.	500	ton	\$77.91	\$38,955.00	\$65.00	\$32,500.00	\$65.00	\$32,500.00
26.	Adjust manhole ring and cover to finish grade.	1	ea.	\$467.00	\$467.00	\$575.00	\$575.00	\$750.00	\$750.00
27.	Adjust valve box ring and cover to finish grade.	4	ea.	\$251.00	\$1,004.00	\$475.00	\$1,900.00	\$525.00	\$2,100.00
28.	Adjust storm drain junction box frame and cover to finish grade.	2	ea.	\$733.00	\$1,466.00	\$400.00	\$800.00	\$1,500.00	\$3,000.00
29.	Landscaping improvements, public/private damaged during construction.	1	ls.	\$1,530.00	\$1,530.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00
30.	Furnish and install ACF 200 woven fabric.	1,850	sy.	\$1.47	\$2,719.50	\$0.90	\$1,665.00	\$1.92	\$3,552.00
<b>TOTAL BID w/Option A:</b>				<b>\$185,506.00</b>		<b>\$193,778.00</b>		<b>\$222,531.40</b>	
<b>TOTAL BID w/Option B:</b>				<b>\$181,534.25</b>		<b>\$188,708.00</b>		<b>\$207,989.40</b>	
Surety Company				Cincinnati Insurance Company		Merchants Bonding Company		Old Republic Surety Company	
City, State				Fairfield, OH		Polk County, IA		Waukesha-SS County, WI	
Bid Security - Bid Bond Amount				5%		5%		5%	
Contractor's License Number				251308-5501		321927-5501		227401-5501	

## BID PROPOSAL TABULATION

### Depot Street Extension Improvement Project

**BID DATE: 30 June 2014**

**OWNER: CLEARFIELD CITY**

**PUBLIC WORKS DIRECTOR: SCOTT HODGE**

Bid Item	Description	Quantity	Unit	Staker Parson Companies 2350 South 1900 West Ogden UT, 84401		Consolidated Paving & Concrete Inc. PO Box 12716 Ogden UT, 84412		Allied Construction & Development, Inc. 2720 North Mule Ranch Circle Corinne UT, 54307	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.	Mobilization and traffic control.	1	ls.	\$20,085.55	\$20,085.55	\$24,615.75	\$24,615.75	\$21,750.00	\$21,750.00
2.	Clear and grub area for Depot Street Extension.	1	ls.	\$3,572.00	\$3,572.00	\$12,500.00	\$12,500.00	\$8,670.00	\$8,670.00
3.	Clear and grub area for North Access and South Access Roads.	1	ls.	\$1,429.00	\$1,429.00	\$15,400.00	\$15,400.00	\$3,600.00	\$3,600.00
4.	Roadway excavation and subgrade preparation - North Access and South Access Roads.	1	ls.	\$5,284.00	\$5,284.00	\$2,812.44	\$2,812.44	\$6,100.00	\$6,100.00
5.	Remove existing trees and grind roots in orchard.	1	ls	\$18,170.00	\$18,170.00	\$12,228.09	\$12,228.09	\$7,725.00	\$7,725.00
6.	Removal and disposal of concrete flatwork.	280	sf.	\$6.35	\$1,778.00	\$2.21	\$618.80	\$16.83	\$4,712.40
7.	Remove existing irrigation pipe.	60	lf.	\$24.35	\$1,461.00	\$20.63	\$1,237.80	\$16.68	\$1,000.80
8.	Furnish and install 8-inch diameter C-900 pvc culinary waterline.	630	lf.	\$35.85	\$22,585.50	\$33.83	\$21,312.90	\$56.20	\$35,406.00
9.	Furnish and install fire hydrant.	1	ea.	\$6,059.00	\$6,059.00	\$5,714.50	\$5,714.50	\$5,655.00	\$5,655.00
10.	Furnish 8-inch gate valve.	3	ea.	\$2,006.00	\$6,018.00	\$1,892.00	\$5,676.00	\$1,700.00	\$5,100.00
11.	Construct waterline connections.	3	ea.	\$2,111.00	\$6,333.00	\$1,991.00	\$5,973.00	\$2,400.00	\$7,200.00
12.	Furnish and install concrete curb and gutter.	775	lf.	\$28.30	\$21,932.50	\$21.27	\$16,484.25	\$22.27	\$17,259.25

Bid Item	Description	Quantity	Unit	Staker Parson Companies 2350 South 1900 West Ogden UT, 84401		Consolidated Paving & Concrete Inc. PO Box 12716 Ogden UT, 84412		Allied Construction & Development, Inc. 2720 North Mule Ranch Circle Corinne UT, 54307	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
13.	Furnish and install 4-foot wide 4-inch thick sidewalk.	440	lf.	\$25.20	\$11,088.00	\$15.63	\$6,877.20	\$16.00	\$7,040.00
14.	Furnish and install 4-foot wide 6-inch thick sidewalk.	50	lf.	\$32.65	\$1,632.50	\$23.08	\$1,154.00	\$30.00	\$1,500.00
15.	Furnish and install 4-inch thick concrete flatwork.	50	sf.	\$13.90	\$695.00	\$8.50	\$425.00	\$14.25	\$712.50
16.	Furnish and install 6-inch thick concrete flatwork.	260	sf.	\$8.45	\$2,197.00	\$6.23	\$1,619.80	\$8.00	\$2,080.00
<b>Road Construction Option A (bid items 17 thru 18)</b>									
17.	Roadway excavation and subgrade preparation - Depot Street Extension - 21 inches thick (approximately 1,850 square yards).	1	ls.	\$21,325.00	\$21,325.00	\$25,558.95	\$25,558.95	\$23,912.00	\$23,912.00
18.	Furnish and install untreated roadbase material.	1,750	ton	\$21.30	\$37,275.00	\$17.85	\$31,237.50	\$20.52	\$35,910.00
<b>Sub-total Option A:</b>					\$58,600.00	\$56,796.45	\$59,822.00		
<b>Road Construction Option B (bid items 19 thru 22)</b>									
19.	Roadway excavation and subgrade preparation - Depot Street Extension - 16 inches thick (approximately 1,850 square yards).	1	ls.	\$16,230.00	\$16,230.00	\$20,842.80	\$20,842.80	\$17,180.00	\$17,180.00
20.	Furnish and install granular sub-base material.	675	ton	\$17.85	\$12,048.75	\$17.80	\$12,015.00	\$19.64	\$13,257.00
21.	Furnish and install Tensar grid TX-7 (approximately 1,560 square yards).	1	ls.	\$8,960.00	\$8,960.00	\$7,485.65	\$7,485.65	\$5,025.00	\$5,025.00
22.	Furnish and install untreated roadbase material.	600	ton	\$23.15	\$13,890.00	\$17.85	\$10,710.00	\$21.80	\$13,080.00
<b>Sub-total B:</b>					\$51,128.75	\$51,053.45	\$48,542.00		
23.	Furnish and install 1 1/2" minus granular sub-base materials.	900	ton	\$20.15	\$18,135.00	\$24.12	\$21,708.00	\$20.52	\$18,468.00
24.	Furnish and install untreated roadbase material.	250	ton	\$25.35	\$6,337.50	\$17.85	\$4,462.50	\$20.51	\$5,127.50

Bid Item	Description	Quantity	Unit	Staker Parson Companies 2350 South 1900 West Ogden UT, 84401		Consolidated Paving & Concrete Inc. PO Box 12716 Ogden UT, 84412		Allied Construction & Development, Inc. 2720 North Mule Ranch Circle Corinne UT, 54307	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
25.	Furnish and install bituminous asphalt paving materials.	500	ton	\$58.65	\$29,325.00	\$62.39	\$31,195.00	\$69.84	\$34,920.00
26.	Adjust manhole ring and cover to finish grade.	1	ea.	\$467.30	\$467.30	\$402.50	\$402.50	\$965.00	\$965.00
27.	Adjust valve box ring and cover to finish grade.	4	ea.	\$313.70	\$1,254.80	\$71.88	\$287.52	\$465.00	\$1,860.00
28.	Adjust storm drain junction box frame and cover to finish grade.	2	ea.	\$774.30	\$1,548.60	\$667.00	\$1,334.00	\$1,400.00	\$2,800.00
29.	Landscaping improvements, public/private damaged during construction.	1	ls.	\$2,884.00	\$2,884.00	\$4,025.00	\$4,025.00	\$5,000.00	\$5,000.00
30.	Furnish and install ACF 200 woven fabric.	1,850	sy.	\$0.98	\$1,813.00	\$1.43	\$2,645.50	\$1.22	\$2,257.00
<b>TOTAL BID w/Option A:</b>					<b>\$250,685.25</b>		<b>\$257,506.00</b>		<b>\$266,730.45</b>
<b>TOTAL BID w/Option B:</b>					<b>\$243,214.00</b>		<b>\$251,763.00</b>		<b>\$255,450.45</b>
Surety Company				Fidelity and Deposit Company of Maryland		The Cincinnati Insurance Company		The Guarantee Company of North America	
City, State				Baltimore, MD		Fairfield, OH		Oakland County, MI	
Bid Security - Bid Bond Amount				5%		5%		5%	
Contractor's License Number				4910822-5501		261386-5501		4920525-5501	

BID RESULTS

**Depot Street Extension Improvement Project**

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

BID DATE: Monday, 30<sup>th</sup> June 2014  
TIME: 2:00 P.M.

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

BIDDERS NAME	ADDENDUM	BID BOND	OPTION A: BID AMOUNT	OPTION B: BID AMOUNT
Craythorne, Inc.	n/a	5%	\$185,506.00	\$181,534.25
Post Asphalt Paving & Construction	n/a	5%	\$193,778.00	\$188,708.00
Mecham Brothers	n/a	5%	\$222,531.40	\$207,989.40
Staker Parson Companies	n/a	5%	\$250,685.25	\$243,214.00
Consolidated Paving	n/a	5%	\$257,506.00	\$251,763.00
Allied Construction Development	n/a	5%	266,730.45	\$255,450.45

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY  
MEETING MINUTES  
7:00 P.M. POLICY SESSION  
May 27, 2014

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

PRESIDING:	Bruce Young	Chair
PRESENT:	Keri Benson	Director
	Ron Jones	Director
	Mark Shepherd	Director
EXCUSED:	Kent Bush	Director
	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
	Curtis Dickson	Community Services Deputy Dir.
	Scott Hess	Development Services Manager
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Steve Reid, Kevin Reid, Elijah Robertson & Family, Kati Penner, Ellie Penner, Mike Christensen – Thackeray Garn Company, Kathryn Murray, Bob Bercher, Tayler Green, Wendy Osborn

Chair Young called the meeting to order at 8:05 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE MAY 13, 2014 POLICY SESSION

**Director Shepherd moved to approve the Clearfield Community Development and Renewal Agency (CDRA) minutes from the May 13, 2014 policy session, as written, seconded by Director Jones. The motion carried upon the following vote: Voting AYE – Directors Benson, Jones, and Shepherd. Voting NO – None.** Directors Bush and LeBaron were not present for the vote.

APPROVAL OF RESOLUTION 2014R-09 APPROVING THE TAX INCREMENT PARTICIPATION AGREEMENT WITH CLEARFIELD STATION, LLC

JJ Allen, Assistant City Manager, explained the Clearfield Station CDA was created for the primary purpose of capturing tax increment to help pay for the cost of public infrastructure

connected with the development of the UTA property. The Participation Agreement set forth the provisions under which the CDRA would reimburse the Developer for those costs. Mr. Allen reviewed the formula used to determine the reimbursement to the developer.

Mr. Allen indicated there was one change to Exhibit C of the Agreement and directed the Board to Page 6, Article 4, Paragraph (a). He stated toward the bottom of the paragraph it should reflect: the Agency shall pay Tax Increment Subsidy to the Developer in the amount of 100 percent of the Available Tax Increment, but in no event shall the amount of Tax Increment Subsidy to be paid to the Developer exceed the Developer's Qualified Costs.

Brian Brower, City Attorney, responded that was correct.

**Director Jones moved to approve Resolution 2014R-09 approving the Tax Increment Participation Agreement noting the changes to Exhibit C with deletions and amended language as presented during the meeting, with Clearfield Station, LLC, and authorize the Chair's signature to any necessary documents, seconded by Director Shepherd. The motion carried upon the following vote: Voting AYE – Directors Benson, Jones, and Shepherd. Voting NO – None.** Directors Bush and LeBaron were not present for the vote.

There being no further business to come before the Community Development and Renewal Agency, **Director Shepherd moved to adjourn as the Community Development and Renewal Agency at 8:11 p.m., seconded by Director Benson. All voting AYE.** Directors Bush and LeBaron were not present for the vote.

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY  
MEETING MINUTES  
7:00 P.M. POLICY SESSION  
June 24, 2014

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

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

VISITORS: Kevin Porter, Amber Self, Joe Self, Rand Eberhard, David Hansen, Kathryn Murray, Kristi Bush

Chair Young called the meeting to order at 8:13 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE MAY 20, 2014 WORK SESSION, THE MAY 27, 2014 POLICY SESSION AND THE JUNE 10, 2014 POLICY SESSION

Councilmember Bush mentioned he wasn't in attendance at May 27, 2014 meeting and believed Councilmember LeBaron was also absent. He stated the minutes reflected they were both in attendance.

**Director Shepherd moved to approve the Clearfield Community Development and Renewal Agency (CDRA) minutes from the May 20, 2014 work session, and the June 10, 2014 policy session as written, and remove and table approval of the May 27, 2014 policy session minutes, seconded by Director LeBaron. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, Jones, LeBaron and Shepherd. Voting NO – None.**

PUBLIC HEARING TO RECEIVE COMMENT ON AMENDING THE CDRA 2013/2014 FISCAL YEAR BUDGET

State Law required a public hearing before the Board approved amendments to the CDRA budget. Rich Knapp, Administrative Services Director, presented amendments for the 2013/2014 fiscal year budget:

- Reallocate EDA & CDRA funds so CDRA is making bond payment and not the EDA.

Chair Young opened the public hearing at 8:15 p.m.

Chair Young asked for public comments.

There were no public comments.

**Director Bush moved to close the public hearing at 8:16 p.m. seconded by Director Shepherd. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, Jones, LeBaron and Shepherd. Voting NO – None.**

APPROVAL OF RESOLUTION 2014R-11 AMENDING THE CDRA 2013/2014 FISCAL YEAR BUDGET

**Director Shepherd moved to approve Resolution 2014R-11 adopting amendments to the CDRA 2013/2014 fiscal year budget and authorize the Chair's signature to any necessary documents, seconded by Director Benson. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, Jones, LeBaron and Shepherd. Voting NO – None.**

There being no further business to come before the Community Development and Renewal Agency, **Director Jones moved to adjourn as the Community Development and Renewal Agency at 8:17 p.m., seconded by Director Shepherd. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, Jones, LeBaron and Shepherd. Voting NO – None.**

# Staff Report



**To:** Clearfield CDRA Board of Directors  
**From:** JJ Allen, Assistant City Manager  
**Date:** July 3, 2014  
**Re:** Clearfield Center listing agreement

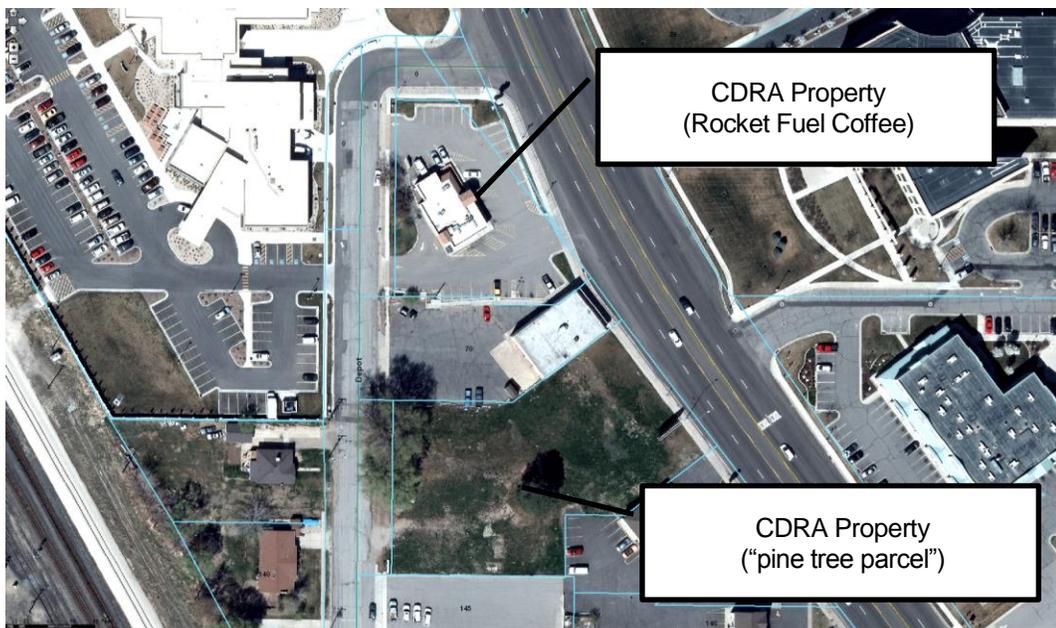
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## I. RECOMMENDED ACTION

Approve the Exclusive Listing Agreement for Sale of Real Property at 50 South State Street and approximately 100 South State Street, and authorize the Chair's signature to any necessary documents.

## II. DESCRIPTION / BACKGROUND

The Clearfield CDRA owns two parcels across from City Hall on State Street (Rocket Fuel Coffee and the "pine tree parcel"), and the parcels in between (Clearfield Auto Parts) is owned by Clearfield City. Together, the three parcels make up 2.3 acres. The purpose in acquiring them was to help accomplish complete redevelopment of the property. With the proposed Listing Agreement, the CDRA (and the City) would engage the services of Newmark Grubb ACRES to market the property and attract developers with proposals consistent with the vision for redevelopment.



For the past year and a half, we have been trying to spread the word to the development community about this opportunity. Several developers have expressed some level of interest in the project, but none have committed. Those with whom we've had discussions are listed in the agreement as exclusions—meaning that if one of them ends up presenting a proposal that the City/CDRA wishes to accept/approve, then no commission would be paid to the Broker.

### **III. IMPACT**

#### **a. Fiscal**

If the property is sold, the proceeds would be unanticipated revenue to the City/CDRA, and the Broker's commission would be paid out of the proceeds of the sale. If the property is contributed or otherwise conveyed (to a party not listed in the exclusions) in lieu of a sale, the City/CDRA would pay a commission of \$18,000.

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

The listing agreement itself would not have an impact on the CDRA's operations or service delivery, but the hope is that it will help us accomplish the redevelopment of these properties, which is a priority of the Vision 2020 Strategic Plan.

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

The listing is for six months, going month-to-month thereafter until terminated.

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

- Exclusive Listing Agreement with Newmark Grubb ACRES

## EXCLUSIVE LISTING AGREEMENT FOR SALE OF REAL PROPERTY

1. In consideration of the listing for the sale of the real property hereinafter described (“the Property”) by Newmark Grubb ACRES Northern Region, (a d.b.a. for Davis Weber Commercial Real Estate Specialists Group, LLC), 1755 East 1450 South, Suite 100, Clearfield, Utah (“Broker”), and Broker’s agreement to use diligent efforts to effect a sale of the same, the undersigned (“Owners”) hereby grant to Broker the exclusive right to sell the Property for a period commencing July 9 2014 and ending midnight, January 9, 2015, (“the Term”) and continuing indefinitely on a month-to-month basis until thirty (30) day notice is given of termination. The sale shall be advertised with an asking price of \$6.00 per square foot, but may be negotiated either higher or lower from that point. The Properties are situated in the County of Davis, State of Utah, and is further described as the approximately 2.3 acres of redevelopment land with the following parcel ID numbers: 12-001-0193, 12-001-0103, and 12-001-0175. Broker understands that Owners are only interested in selling all three parcels to a single buyer with bona fide plans for complete redevelopment of the property, including the removal of existing structures and the development of an urban commercial or mixed use project, and that the sale will be contingent upon approval of the proposed project by the Clearfield City Council and Board of Directors of the Clearfield Community Development and Renewal Agency.
2. In the event of sale of the subject property, Owners agree to pay Broker a sales commission equal to 6% of the gross transaction value. Owners instruct Broker to cooperate by sharing the commission under this Agreement with other licensed brokers and agents representing prospective buyers. If the commission split is other than 50/50 with another broker, it must be approved in writing by Owners. If Broker represents both parties of the transaction (Owners and buyer), the sales commission shall equal 4% of the gross transaction value. This commission shall be earned and paid for services rendered if during the Term Owners enter into any contract for the sale of the Property. If Owners contribute or convey the Property, or any interest therein, to a partnership, joint venture, or other business entity, or transfers an interest in any entity which has an ownership interest in the Property in lieu of a sale of the Property, Broker’s commission shall be \$18,000. Notwithstanding any of the foregoing provisions in this paragraph, the following parties (and their affiliates) shall be excluded, and Owners shall not pay any sales commission to Broker for any transaction with any of these parties (and/or their affiliates), except that Owners shall compensate Broker for reasonable out-of-pocket expenses incurred by Broker in the marketing of the Property:
  - a. Rick Plewe & Associates
  - b. Brandon Wood / John Tebbs / Bonneville Builders
  - c. Brandon Wood / Destination Homes
  - d. Mike Howard / Hewson Company
  - e. Thackeray Garn Company
  - f. Any governmental or quasi-governmental entity
3. Owners further agree that Owners shall pay broker the aforementioned commission if, within 120 days after the expiration of the Term, the Property or any portion thereof is sold, or negotiations commence and thereafter continue leading to the execution of a sale with any person or entity to whom Broker has submitted the Property prior to the expiration of the Term in an effort to effect a sale of the Property. Broker agrees to submit a list of such persons or entities to Owners not later than 15 days following the expiration of the Term, provided, however, if Broker has submitted a written offer it shall not be necessary to include the offeror’s name on the list.
4. It is understood that it is illegal for either Owners or Broker to refuse to display or sell the Property to any person because of race, color, religion, national origin, sex, marital status or physical disability.
5. Owners agree to: 1) cooperate with Broker in effecting the sale of the Property and 2) to provide Broker all relevant property information, and 3) to immediately refer to Broker all inquiries of anyone interested in the Property (except for those parties listed in paragraph 2 above). Broker is further authorized to: 1) distribute information about the property, 2) advertise the Property, and 3) to place signage on the property. Owners agree to defend, indemnify and hold Broker harmless from all claims, disputes, litigation or judgments arising from any incorrect information supplied by Owners, or from any material fact known by Owners concerning the Property which Owners fails to disclose. Owners represent that they are the Owners of the Property. Owners agree that under no circumstances shall any entity, other than Newmark Grubb ACRES Northern Region, that bears or does business under the “Newmark Grubb” name, including but not limited to Newmark & Company Real Estate, Inc., doing business as “Newmark Grubb Knight Frank,” be liable under this agreement, nor shall BGC Partners, Inc., Newmark & Company Real Estate, Inc. or Knight Frank, LLP or any of their respective affiliates be liable hereunder.
6. Owners acknowledge that they have been advised by Broker to consult and retain experts to advise and represent them concerning the legal and tax effects of this Agreement and consummation of a Transaction, as well as the physical, environmental or legal condition of the Property. Broker shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by the Parties. Owners further acknowledge that in determining the financial soundness of any prospective buyer, lessee or security offered, Owners will rely solely upon their own investigation, notwithstanding Broker’s assistance in gathering such information. Owners shall identify in writing as “confidential” any information provided to Agent that Owners consider confidential and do not want disclosed. After consummation of a transaction, Agent may publicize the terms of such transaction. If Broker finds a prospective party for a transaction, Owners hereby authorize Broker to represent and act as the agent for such party and Owners consent to such dual agency, recognizing that the sales commission on such a transaction would be reduced to 4%, as described in paragraph 2.
7. This Agreement constitutes the entire agreement between Owners and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owners and Broker. This Agreement shall be binding upon the heirs, successors and assignees of the parties.
8. Owners agree that if Agent is not paid the Agreed Commission provided for herein within 30 days of the date due, that Agent shall have a lien on the Property in the amount of such commission, and may record a notice of such lien against the Property. In any action arising out of this contract, the prevailing party shall be entitled to costs and reasonable attorney’s fees.

The undersigned Owners hereby acknowledge receipt of a copy of this Agreement and the accompanying Agency Relationship and Hazardous Materials Warning and Disclosure.

Agreed and Accepted:

Newmark Grubb ACRES Northern Region (a d.b.a for Davis  
Weber Commercial Real Estate Specialists Group, LLC)

Broker \_\_\_\_\_

Agent \_\_\_\_\_

Owners

By: \_\_\_\_\_

Entity: Clearfield City

Owner of: Parcel ID No. 12-001-0103

Date: \_\_\_\_\_

By: \_\_\_\_\_

Entity: Clearfield Community Development and Renewal Agency

Owner of: Parcel ID No. 12-001-0193 and 12-001-0175

Date: \_\_\_\_\_

**AGENCY RELATIONSHIP DISCLOSURE,  
HAZARDOUS MATERIALS WARNING AND DISCLOSURE  
& AMERICANS WITH DISABILITIES ACT DISCLOSURE**

**THIS DISCLOSURE FORM IS INTENDED FOR USE BY REAL ESTATE LICENSEES IN DISCLOSING AGENCY RELATIONSHIP(S) TO  
OWNER AND USER**

When you enter into discussion with a real estate agent regarding a real estate transaction, you should from the outset understand whom the real estate agent is representing in the transaction. More importantly, you should understand how that agency relationship impacts your business with the real estate agent.

**Agency Relationship of User's Agent**

The Principal/Branch Broker and Agent agree to act for the User and will work diligently to locate an Owner for the Property. As the User's agent, they will act consistent with their fiduciary duties to the User of loyalty, full disclosure, confidentiality, and reasonable care. The User understands, however, that the Principal/Branch Broker and Agent may now, or in the future, agree to act as agent for an Owner who may wish to negotiate a purchase of the Property. Then the Principal/Branch Broker and Agent would be acting as a Limited Agent representing both the User and prospective Owner at the same time. Limited agency is allowed under Utah Law only with informed consent of the User and prospective Owner.

**Agency Relationship of Owner's Agent**

The Principal/Branch Broker and Agent agree to act as agent for the Owner and will work diligently to locate a property acceptable to the Owner, and to assist the Owner in negotiating the acquisition of a property. As the Owner's agent, they will act consistent with their fiduciary duties to the Owner of loyalty, full disclosure, confidentiality, and reasonable care. The Owner does, however, understand that the Principal/Branch Broker and Agent may now, or in the future, agree to act as agent for a User who may want to negotiate with the Owner on the sale or lease of the User's property. Then the Principal/Branch Broker and Agent would be acting as a Limited Agent because they would be representing both the Broker and the User at the same time. Limited agency is allowed under Utah law only with the informed consent of the Owner and User.

**Agency Relationship Representing both Owner and User  
(Limited Agency)**

Limited agency is allowed under Utah law only with the informed consent of the Owner and User. For consent to be informed, the Owner and User must understand that:

Conflicting Duties: With limited agency, conflicting duties of disclosure, loyalty and confidentiality to each party will arise.

Duty of Neutrality: To resolve these conflicting duties, the limited agent will be bound by further duty of neutrality. Being neutral, the limited agent will not disclose to either party information likely to weaken the bargaining position of the other, for example, the highest price the Owner will offer or the lowest price the User will accept. However, the limited agent will disclose to both parties material information known to the limited agent regarding a defect in the property and the ability of the other to fulfill all obligations under their agreement

Conditions for Owner's and User's Consent: If the Owner and User consent to limited agency as described above, the consent is conditioned upon the Principal/Branch Broker and Agent: (i) having obtained from the Owner and User informed consent of the limited agency as described above; and (ii) informing the Owner and User of the limited agency when the Owner first expresses an interest in the User's property.

**Duties of Owner and User**

The above duties of real estate agents in a real estate transaction do not relieve a User or Owner from the responsibility to exercise good business judgment in protecting their respective interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. If legal or tax advice is desired, consult a competent professional attorney or accountant.

**Hazardous Materials & ADA Disclosure**

The real estate salespersons and brokers in this transaction have no expertise with respect to toxic wastes, hazardous materials or undesirable substances. Proper inspections of the Property by qualified experts are an absolute necessity to determine whether or not there are any current or potential toxic wastes, hazardous materials or undesirable substances in or on the Property. The real estate salespersons and brokers in this transaction have not made, nor will make, any representations, either express or implied, regarding the existence or nonexistence of toxic wastes, hazardous materials or undesirable substances, and these conditions can be extremely costly to correct. It is the responsibility of Users/ Lessors/Sublessors and Owners/Lessees/Sublessees to retain qualified experts to deal with the detection and correction of such matters.

The Americans With Disabilities Act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

**CONFIRMATION OF DISCLOSURE**

At the signing of this agreement, the following agency relationship(s) is/are confirmed.

The real estate agent: Ryan Flint is the agent of (CIRCLE which applies):      User      Owner      Owner & User

Ryan Flint \_\_\_\_\_  
(Print AGENT Name)

\_\_\_\_\_  
(Signature of Real Estate Agent)

**Acknowledgement**

I/We acknowledge receipt of a copy of this disclosure and confirmation, and understand and agree with the agency relationship confirmed herein.

Owner/User \_\_\_\_\_ By: \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Owner/User \_\_\_\_\_ By: \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Attention Agents/Owners/Users – Refer to Utah State Department of Commerce  
Division of Real Estate Administrative Rule Nos. 6.1.11, 6.1.11.1, 6.1.11.3.

All licensees are required to have a written agency agreement with their principals

# Staff Report



**To:** Clearfield CDRA Board of Directors  
**From:** JJ Allen, Assistant City Manager  
**Date:** July 3, 2014  
**Re:** Clearfield Center listing agreement

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## I. RECOMMENDED ACTION

Approve the Exclusive Listing Agreement for Sale of Real Property at 588 South State Street, and authorize the Chair's signature to any necessary documents.

## II. DESCRIPTION / BACKGROUND

The Clearfield CDRA owns a retail pad fronting State Street in the Kent's Market shopping center. Given that there was a recent inquiry as to the CDRA's willingness to sell this parcel, the timing could be right to utilize this property to attract additional retail. With the proposed Listing Agreement, the CDRA would engage the services of Newmark Grubb ACRES to market the property.



### **III. IMPACT**

#### **a. Fiscal**

If the property is sold, the proceeds would be unanticipated revenue to the CDRA, and the Broker's commission would be paid out of the proceeds of the sale. If the property is contributed or otherwise conveyed in lieu of a sale, the CDRA would pay a commission of \$5,000.

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

The listing agreement itself would not have an impact on the CDRA's operations or service delivery, but the hope is that it will help us attract new retail development, which is a priority of the Vision 2020 Strategic Plan.

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

The listing is for six months, going month-to-month thereafter until terminated.

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

- Exclusive Listing Agreement with Newmark Grubb ACRES

**EXCLUSIVE LISTING AGREEMENT FOR SALE OF REAL PROPERTY**

1. In consideration of the listing for the sale of the real property hereinafter described ("the Property") by Newmark Grubb ACRES Northern Region, (a d.b.a. for Davis Weber Commercial Real Estate Specialists Group, LLC), 1755 East 1450 South, Suite 100, Clearfield, Utah ("Broker"), and Broker's agreement to use diligent efforts to effect a sale of the same, the undersigned ("Owner") hereby grants to Broker the exclusive right to sell the Property for a period commencing July 9, 2014 and ending midnight, January 9, 2015, ("the Term") and continuing indefinitely on a month-to-month basis until thirty (30) day notice is given of termination. The sale shall be advertised with an asking price of \$15.00 per square foot, but may be negotiated either higher or lower from that point. The Property is situated in the County of Davis, State of Utah, and is further described as a 0.29 acre retail pad at 588 South State Street with parcel ID number 12-434-0002. Broker understands that Owner is only interested in selling either directly to a retailer or to a buyer with a retail tenant under contract, and that the sale will be contingent upon approval of the proposed retailer/tenant by the Board of Directors of the Clearfield Community Development and Renewal Agency.

2. In the event of sale of the subject property, Owner agrees to pay Broker a sales commission equal to 6% of the gross transaction value. Owner instructs Broker to cooperate by sharing the commission under this Agreement with other licensed brokers and agents representing prospective buyers. If the commission split is other than 50/50 with another broker, it must be approved in writing by Owner. If Broker represents both parties of the transaction (Owner and buyer), the sales commission shall equal 4% of the gross transaction value. This commission shall be earned and paid for services rendered if during the Term Owner enters into any contract for the sale of the Property. If Owner contributes or conveys the Property, or any interest therein, to a partnership, joint venture, or other business entity, or transfers an interest in any entity which has an ownership interest in the Property in lieu of a sale of the Property, Broker's commission shall be \$5,000.

3. Owner further agrees that Owner shall pay broker the aforementioned commission if, within 120 days after the expiration of the Term, the Property or any portion thereof is sold, or negotiations commence and thereafter continue leading to the execution of a sale with any person or entity to whom Broker has submitted the Property prior to the expiration of the Term in an effort to effect a sale of the Property. Broker agrees to submit a list of such persons or entities to Owner not later than 15 days following the expiration of the Term, provided, however, if Broker has submitted a written offer it shall not be necessary to include the offeror's name on the list.

4. It is understood that it is illegal for either Owner or Broker to refuse to display or sell the Property to any person because of race, color, religion, national origin, sex, marital status or physical disability.

5. Owner agrees to: 1) cooperate with Broker in effecting the sale of the Property and 2) to provide Broker all relevant property information, and 3) to immediately refer to Broker all inquiries of anyone interested in the Property (except for those parties listed in paragraph 2 above). Broker is further authorized to: 1) distribute information about the property, 2) advertise the Property, and 3) to place signage on the property. Owner agrees to defend, indemnify and hold Broker harmless from all claims, disputes, litigation or judgments arising from any incorrect information supplied by Owner, or from any material fact known by Owner concerning the Property which Owner fails to disclose. Owner represents that it is the Owner of the Property. Owner agrees that under no circumstances shall any entity, other than Newmark Grubb ACRES Northern Region, that bears or does business under the "Newmark Grubb" name, including but not limited to Newmark & Company Real Estate, Inc., doing business as "Newmark Grubb Knight Frank," be liable under this agreement, nor shall BGC Partners, Inc., Newmark & Company Real Estate, Inc. or Knight Frank, LLP or any of their respective affiliates be liable hereunder.

6. Owner acknowledges that they have been advised by Broker to consult and retain experts to advise and represent them concerning the legal and tax effects of this Agreement and consummation of a Transaction, as well as the physical, environmental or legal condition of the Property. Broker shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by the Parties. Owner further acknowledges that in determining the financial soundness of any prospective buyer, lessee or security offered, Owner will rely solely upon their own investigation, notwithstanding Broker's assistance in gathering such information. Owner shall identify in writing as "confidential" any information provided to Agent that Owner considers confidential and does not want disclosed. After consummation of a transaction, Agent may publicize the terms of such transaction. If Broker finds a prospective party for a transaction, Owner hereby authorizes Broker to represent and act as the agent for such party and Owner consents to such dual agency, recognizing that the sales commission on such a transaction would be reduced to 4%, as described in paragraph 2.

7. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Agreement shall be binding upon the heirs, successors and assignees of the parties.

8. Owner agrees that if Agent is not paid the Agreed Commission provided for herein within 30 days of the date due, that Agent shall have a lien on the Property in the amount of such commission, and may record a notice of such lien against the Property. In any action arising out of this contract, the prevailing party shall be entitled to costs and reasonable attorney's fees.

The undersigned Owner hereby acknowledges receipt of a copy of this Agreement and the accompanying Agency Relationship and Hazardous Materials Warning and Disclosure.

Agreed and Accepted:  
Newmark Grubb ACRES Northern Region (a d.b.a for Davis  
Weber Commercial Real Estate Specialists Group, LLC)

Owners  
By: \_\_\_\_\_

Broker \_\_\_\_\_

Entity: Clearfield Community Development and Renewal Agency

Agent \_\_\_\_\_

Date: \_\_\_\_\_

**AGENCY RELATIONSHIP DISCLOSURE,  
HAZARDOUS MATERIALS WARNING AND DISCLOSURE  
& AMERICANS WITH DISABILITIES ACT DISCLOSURE**

**THIS DISCLOSURE FORM IS INTENDED FOR USE BY REAL ESTATE LICENSEES IN DISCLOSING AGENCY RELATIONSHIP(S) TO  
OWNER AND USER**

When you enter into discussion with a real estate agent regarding a real estate transaction, you should from the outset understand whom the real estate agent is representing in the transaction. More importantly, you should understand how that agency relationship impacts your business with the real estate agent.

**Agency Relationship of User's Agent**

The Principal/Branch Broker and Agent agree to act for the User and will work diligently to locate an Owner for the Property. As the User's agent, they will act consistent with their fiduciary duties to the User of loyalty, full disclosure, confidentiality, and reasonable care. The User understands, however, that the Principal/Branch Broker and Agent may now, or in the future, agree to act as agent for an Owner who may wish to negotiate a purchase of the Property. Then the Principal/Branch Broker and Agent would be acting as a Limited Agent representing both the User and prospective Owner at the same time. Limited agency is allowed under Utah Law only with informed consent of the User and prospective Owner.

**Agency Relationship of Owner's Agent**

The Principal/Branch Broker and Agent agree to act as agent for the Owner and will work diligently to locate a property acceptable to the Owner, and to assist the Owner in negotiating the acquisition of a property. As the Owner's agent, they will act consistent with their fiduciary duties to the Owner of loyalty, full disclosure, confidentiality, and reasonable care. The Owner does, however, understand that the Principal/Branch Broker and Agent may now, or in the future, agree to act as agent for a User who may want to negotiate with the Owner on the sale or lease of the User's property. Then the Principal/Branch Broker and Agent would be acting as a Limited Agent because they would be representing both the Broker and the User at the same time. Limited agency is allowed under Utah law only with the informed consent of the Owner and User.

**Agency Relationship Representing both Owner and User  
(Limited Agency)**

Limited agency is allowed under Utah law only with the informed consent of the Owner and User. For consent to be informed, the Owner and User must understand that:

Conflicting Duties: With limited agency, conflicting duties of disclosure, loyalty and confidentiality to each party will arise.

Duty of Neutrality: To resolve these conflicting duties, the limited agent will be bound by further duty of neutrality. Being neutral, the limited agent will not disclose to either party information likely to weaken the bargaining position of the other, for example, the highest price the Owner will offer or the lowest price the User will accept. However, the limited agent will disclose to both parties material information known to the limited agent regarding a defect in the property and the ability of the other to fulfill all obligations under their agreement

Conditions for Owner's and User's Consent: If the Owner and User consent to limited agency as described above, the consent is conditioned upon the Principal/Branch Broker and Agent: (i) having obtained from the Owner and User informed consent of the limited agency as described above; and (ii) informing the Owner and User of the limited agency when the Owner first expresses an interest in the User's property.

**Duties of Owner and User**

The above duties of real estate agents in a real estate transaction do not relieve a User or Owner from the responsibility to exercise good business judgment in protecting their respective interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. If legal or tax advice is desired, consult a competent professional attorney or accountant.

**Hazardous Materials & ADA Disclosure**

The real estate salespersons and brokers in this transaction have no expertise with respect to toxic wastes, hazardous materials or undesirable substances. Proper inspections of the Property by qualified experts are an absolute necessity to determine whether or not there are any current or potential toxic wastes, hazardous materials or undesirable substances in or on the Property. The real estate salespersons and brokers in this transaction have not made, nor will make, any representations, either express or implied, regarding the existence or nonexistence of toxic wastes, hazardous materials or undesirable substances, and these conditions can be extremely costly to correct. It is the responsibility of Users/ Lessors/Sublessors and Owners/Lessees/Sublessees to retain qualified experts to deal with the detection and correction of such matters.

The Americans With Disabilities Act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

**CONFIRMATION OF DISCLOSURE**

At the signing of this agreement, the following agency relationship(s) is/are confirmed.

The real estate agent: Ryan Flint is the agent of (CIRCLE which applies):      User      Owner      Owner & User

Ryan Flint \_\_\_\_\_  
(Print AGENT Name)

\_\_\_\_\_  
(Signature of Real Estate Agent)

**Acknowledgement**

I/We acknowledge receipt of a copy of this disclosure and confirmation, and understand and agree with the agency relationship confirmed herein.

Owner/User \_\_\_\_\_ By: \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Owner/User \_\_\_\_\_ By: \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Attention Agents/Owners/Users – Refer to Utah State Department of Commerce  
Division of Real Estate Administrative Rule Nos. 6.1.11, 6.1.11.1, 6.1.11.3.

All licensees are required to have a written agency agreement with their principals