

CLEARFIELD CITY COUNCIL  
AND  
CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA)  
WORK AND POLICY SESSIONS  
October 28, 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. CITY COUNCIL WORK SESSION**

Discussion on a Final Subdivision Plat Amending the Larsen Commercial Subdivision  
Discussion on a Proposed Amendment to the Future Land Use Map of the General Plan  
Discussion on a Proposed Rezone for Property Located at Approximately 919 West  
and 939 West, 1600 South in Clearfield

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

**CDRA WORK SESSION**

Discussion on the Sale of Property located at 690 South State Street

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

Mayor Shepherd  
Councilmember Bush  
September 23, 2014 – Work Session  
October 7, 2014 – Work Session  
October 14, 2014 – Policy Session  
October 14, 2014 – Work Session

**PRESENTATIONS:**

1. **PRESENTATION OF THE YARD OF THE YEAR AWARD**

**BACKGROUND:** Each year, Clearfield City sponsors a Yard of the Week contest throughout the City. The Parks and Recreation Commission members visit eleven different zones in the City during the summer and submit a weekly winner. At the end of the summer, the Commission members judge the weekly winners and select a winner for Yard of the Year. This year's Yard of the Year winner is Robert and LaRue Hawthorn. The runners-up are David McIntire and Grant Olsen.

2. ARGUMENTS FOR AND AGAINST PROPOSITION #7, ALSO KNOWN AS THE PARAT (PARKS, ARTS, RECREATION, AQUATICS AND TRAILS) TAX

BACKGROUND: State Code requires that equal time be allowed for presentations on arguments both for and against the ballot proposition during a public meeting.

***PUBLIC HEARINGS:***

3. RECEIVE COMMENT FOR FSP 1410-0001, A FINAL SUBDIVISION PLAT REQUEST TO AMEND THE LARSEN COMMERCIAL SUBDIVISION PLAT LOT 2, LOCATED AT 325 WEST 1700 SOUTH (TIN: 12-243-0011, 12-243-0008)

BACKGROUND: The Larsen Commercial subdivision was originally approved in 1995 and a structure was then built at 325 West 1700 South. In 1998, the property and building were then subdivided through recordation of a Deed of Trust. The applicant requested a Conditional Use Permit (CUP) and a building permit for a new structure on the remainder portion of Lot 2 in October 2014. That request was conditioned by the Planning Commission upon the correction of the illegal lot split, and the recording of an amended plat.

RECOMMENDATION: Receive public comment.

4. RECEIVE COMMENT ON A PROPOSED ZONING TEXT AMENDMENT TO TITLE 11, CHAPTER 8 – AGRICULTURE ZONES, CHAPTER 9 – RESIDENTIAL ZONES AND CHAPTER 13 – SUPPLEMENTARY REGULATIONS – TO ESTABLISH STANDARDS FOR HOME DAYCARES AND PRESCHOOLS AS PERMITTED USES WITHIN RESIDENTIAL ZONES.

BACKGROUND: Currently the review body for all Conditional Use Permits is the Planning Commission. While the requirement to bring all Conditional Use Permits to the Planning Commission has helped drive quality standards, it can become a time burden for the Commission to review minor items as required by current procedures; additionally the applicant is required to wait for the Planning Commission to review minor or insignificant applications. The Planning Commission discussed the issue at its meetings on August 6, 2014 and September 10, 2014, during which proposed language was drafted. The Commission conducted a Public Hearing at its meeting on Wednesday, October 1, 2014, following which the Commission voted to recommend the proposed changes to the City Council. This zoning text amendment would be effective across all residential zones in within the city.

RECOMMENDATION: Receive public comment.

5. RECEIVE COMMENT FOR GPA 1410-0002, A PROPOSED GENERAL PLAN AMENDMENT FOR DESIGNATED FUTURE LAND USE CATEGORIES ON PROPERTY LOCATED AT APPROXIMATELY 919 AND 939 WEST, 1600 SOUTH (TIN's: 12-391-0008 AND 12-391-0009) FROM COMMERCIAL TO MANUFACTURING

BACKGROUND: The proposal includes a request for two parcels comprising approximately 1.31 acres collectively to be redesignated from a Commercial to a Manufacturing land use category in the General Plan's Future Land Use Map with the intent to construct a new structure for a warehouse/distribution style use. The property is currently two individual parcels. Depending on the site plan for the potential M-1 zoned use, the property owner may choose to combine the two parcels into one. An application for rezone from Commercial to Manufacturing has been made in addition to this request to amend the City's General Plan.

RECOMMENDATION: Receive public comment.

6. RECEIVE COMMENT FOR RZN 1410-0002, A REQUEST FROM CON WILCOX FOR A REZONE ON PROPERTY LOCATED AT APPROXIMATELY 919 AND 939 WEST, 1600 SOUTH (TIN'S: 12-391-0008 AND 12-391-0009) FROM (C-2) COMMERCIAL TO (M-1) MANUFACTURING

BACKGROUND: The request is for approximately 1.31 acres to be rezoned from (C-2) Commercial to (M-1) Manufacturing with the intent to construct a new structure for a warehouse/distribution style use. The property is currently two individual parcels. Depending on the site plan for the potential M-1 zoned use, the property owner may choose to combine the two parcels into one. An application for General Plan Amendment as well as for the requested rezone was previously made to the Planning Commission.

RECOMMENDATION: Receive public comment.

***SCHEDULED ITEMS:***

7. CITIZEN COMMENTS
8. CONSIDER APPROVAL OF FSP 1410-0001 TO AMEND THE LARSEN COMMERCIAL SUBDIVISION PLAT LOT 2, LOCATED AT 325 WEST 1700 SOUTH (TIN: 12-243-0011, 12-243-0008)

RECOMMENDATION: Approve FSP 1410-0001, a request by Cameron Winquist to amend the Larsen Commercial Subdivision Plat Lot 2, located at 325 West 1700 South and authorize the Mayor's signature to any necessary documents.

9. CONSIDER APPROVAL OF ORDINANCE 2014-23 AUTHORIZING A ZONING TEXT AMENDMENT TO TITLE 11, CHAPTER 8 – AGRICULTURE ZONES, CHAPTER 9 – RESIDENTIAL ZONES AND CHAPTER 13 – SUPPLEMENTARY REGULATIONS – TO ESTABLISH STANDARDS FOR HOME DAYCARES AND PRESCHOOLS AS PERMITTED USES WITHIN RESIDENTIAL ZONES.

RECOMMENDATION: Approve Ordinance 2014-23 authorizing a Zoning Text Amendment to Title 11, Chapter 8 – Agriculture Zones, Chapter 9 – Residential Zones and Chapter 13 – Supplementary Regulations – to establish standards for Home Daycares and Preschools as permitted uses within Residential Zones and authorize the Mayor's signature to any necessary documents.

10. CONSIDER APPROVAL OF ORDINANCE 2014-24 AMENDING THE GENERAL PLAN TO CHANGE THE DESIGNATED LAND USE CATEGORY ON PROPERTY LOCATED AT APPROXIMATELY 919 WEST AND 939 WEST, 1600 SOUTH (TIN'S: 12-391-0008 AND 12-391-0009) FROM COMMERCIAL TO EITHER MANUFACTURING OR BUSINESS PARK

RECOMMENDATION: Approve Ordinance 2014-24 as proposed by the applicant (change to Manufacturing), or in the alternative as proposed by staff (change to Business Park), and authorize the Mayor's signature to any necessary documents.

11. CONSIDER APPROVAL OF ORDINANCE 2014-25 REZONING PROPERTY LOCATED AT APPROXIMATELY 919 WEST AND 939 WEST, 1600 SOUTH (TIN's: 12-391-0008 AND 12-391-0009) FROM (C-2) COMMERCIAL TO (M-1) MANUFACTURING

RECOMMENDATION: Approve Ordinance 2014-25 rezoning property located at approximately 919 West and 939 West, 1600 South (Tin's: 12-391-0008 and 12-391-0009) from (C-2) Commercial to (M-1) Manufacturing, conditioned upon recordation of the Declaration of Use Restriction (as approved and accepted by the City Council) on each parcel and authorize the Mayor's signature to any necessary documents.

12. CONSIDER APPROVAL OF AND CONSENT TO THE MAYOR'S PROPOSED APPOINTMENTS OF INDIVIDUALS TO THE PLANNING COMMISSION

BACKGROUND: The Planning Commission currently has vacancies for three regular members and up to three alternate members. Residents were asked to submit letters of interest and interviews were conducted by the City Council during the work sessions on October 7, 2014 and October 14, 2014.

RECOMMENDATION: Approve and consent to the Mayor's appointment of Michael Millard from an alternate member to regular member of the Planning Commission with a term expiring February 2019, Robert Allen from an alternate member to regular member with a term expiring February 2015, and Amy Mabey as a regular member with a term expiring February 2016, Steve Parkinson as an alternate member with a term expiring February 2017, Michael Britton as an alternate member with a term expiring February 2018 and Brady Jugler as an alternate member with a term expiring on February 2016, and authorize the Mayor's signature to any necessary documents.

**COMMUNICATION ITEMS:**

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

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

1. APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE AUGUST 26, 2014 WORK AND POLICY SESSIONS AND THE SEPTEMBER 23, 2014 WORK SESSION

2. CONSIDER APPROVAL OF A REAL ESTATE PURCHASE CONTRACT TO SELL THE PROPERTY AT 690 SOUTH STATE STREET (PARCEL ID# 12-434-0001) TO FIRST NATIONAL BANK OF LAYTON.

BACKGROUND: In January of 1996, the Clearfield CDRA and First National Bank of Layton entered into a 30-year ground lease for this parcel of land, and the bank subsequently constructed their building. The lease provides First National Bank the exclusive and irrevocable option to purchase the leased land at any time during the term of the lease for the total sum of \$250,000. The bank recently provided the CDRA with written notice of its intent to exercise this option.

RECOMMENDATION: Approve the Real Estate Purchase Contract and proposed addendum/counteroffer for the sale of the property at 690 South State Street (Parcel ID #12-434-0001) to First National Bank of Layton, and authorize the Chair's signature to any necessary documents.

**\*\*CDRA ADJOURN\*\***

Dated this 23<sup>rd</sup> day of October, 2014.

/s/Kimberly S. Read, Deputy City Recorder

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

CLEARFIELD CITY COUNCIL MEETING MINUTES  
6:00 P.M. WORK SESSION  
September 23, 2014

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

VISITORS: There were no visitors.

Mayor Shepherd called the meeting to order at 6:20 p.m.

DISCUSSION ON AN UPDATE TO THE CITY'S CONSTRUCTION STANDARDS

Scott Hodge, Public Works Director, explained for several years the City had construction standards which identified the minimum expectation of improvements for developers. He mentioned the standards hadn't been updated for several years and believed the proposed updated standards would more clearly identify the City's expectation. He indicated the Council should have received a copy of the revised standards with agenda packet and commented the specifics were highlighted.

Mr. Hodge reported the most significant change was the inclusion of the storm water development and management program. He added there were some illustrations and text specific to the City's storm water management which up to this time there was nothing which could be referred to by developers to determine compliance. He stated this inclusion was important to the new construction standards.

Mr. Hodge informed the Council of another change not included in the construction standards which was addressing ownership of sewer laterals from the street to the resident/business. He

stated it would be important to clarify ownership for maintenance purposes and indicated the clarification would be included in the final draft.

Mr. Hodge referred to the drawings in the revised standards and explained street light pole standards specific to subdivisions had also been addressed. He mentioned in the past each developer had installed the light poles as they each desired and reported the new standard would require a concrete footing as part of the installation as well as a hooded storm water gutter in the box as well.

Councilmember Bush informed the Council the NDS (North Davis Sewer District) had recently updated its construction standards which addressed locations of manholes and stated it should have been forwarded to the City. Mr. Hodge commented he had not yet received a copy. He mentioned the City could reference the NDS standards in the new plan. Councilmember Bush stated he would contact Kevin Cowan at NDS to determine the best way to refer to the District's standards in the City's construction standards document.

#### DISCUSSION ON THE ESTABLISHMENT OF THE CLEARFIELD FOUNDATION FOR ARTS, PARKS AND RECREATION

Brian Brower, City Attorney, indicated the Council should have received a draft of the Articles of Incorporation for Clearfield's Foundation for the Arts, Parks and Recreation. He reminded the Council that once the foundation/organization was established any funds received would need to be segregated from City funds. He emphasized the importance that the funds never be co-mingled and shared an example as to how City funds recognized from the proposed PARAT Tax could be contributed to the Foundation.

Mr. Brower reminded the Council of previous discussions regarding the Board of Directors and requested clarification on if it would consist of a staff member, two councilmembers and the City Manager who would act as the President. He indicated additional board members would be needed and stated the bylaws would need to define how those positions would be filled as well as the succession of councilmembers. He stated upon organizing the makeup of the Board of Directors and the drafting of bylaws the City would move forward in obtaining a Tax Identification Number and begin the 501c3 exemption from the IRS. He requested feedback and direction from the Council regarding the Articles of Incorporation, bylaws or the makeup of the Board of Directors.

Councilmember Bush suggested designating a minimum and maximum number of members serving on the Board of Directors and a discussion took place regarding possible language in the bylaws specific to the Board of Directors. Mr. Brower suggested the Council approve the establishment of the Foundation by resolution. No further direction was expressed by the Council.

UPDATE ON THE UTAH LEAGUE OF CITIES AND TOWNS ANNUAL CONVENTION  
AND AN UPDATE ON THE STATUS OF THE WEST DAVIS CORRIDOR STUDY

Councilmember Bush reported he and Councilmember Benson attended the Utah League of Cities and Towns Annual Convention and stated he had emailed the Council his notes. He reported he had attended a session specific to After-school Programs because the City was in the process of participating with the North Davis Junior High (NDJH) in providing services for youth after school. Councilmember Benson clarified the City was still assisting with Program Care. Eric Howes, Community Services Director, responded the City's contribution was providing a program during the summer months. Councilmember Benson expressed confidence with Program Care and announced she had also taken some literature from the Convention to pass along to Todd Hammond, (NDJH).

Councilmember Bush informed the Council that he had also attended a session on how to use the 2-1-1 phone system. He also participated in a session regarding farmers markets and suggested the City consider the event in the future. Councilmember Benson commented on how the events had been beneficial in bringing residents together. Councilmember LeBaron suggested a farmers market might be an opportunity for the "plaza" which was planned for Clearfield Station. The Council expressed agreement with the suggestion. Councilmember Benson mentioned some cities held their farmers markets at a different location each week.

Councilmember Bush reported he had learned about Brownsfields and stated he had visited with representatives from the State. He informed the Council that there were federal grant opportunities to be used for clean-up efforts and suggested the City consider a grant for the Tesoro site. Adam Lenhard, City Manager, explained in order for the City to apply for a Brownsfield grant it would need to own the property. He requested staff work with (BP) British Petroleum to release the deed restriction which would allow the City to pursue the grant.

Councilmember Benson announced she had participated in a tour of Ogden City which had been successful in leasing portions of its City building. Mr. Lenhard commented the City was moving to consolidate some City functions into a customer service center and once implemented believed it would free up office space at which time the City could consider leasing office space.

Councilmember Bush distributed a handout illustrating future streets/trails, etc. associated with future transportation. He reported a discussion had taken place about the possible relocation of the 650 North – I-15 interchange to 300 North and making 300 North into a four lane road. He informed the Council one suggestion was to have an elevated heavy truck lane which would bypass all traffic signals which trucks would use to enter Freeport Center by using SR 193.

Mayor Shepherd believed there were issues regarding any future possible transportation improvements due to funding considerations. He also pointed out issues regarding the 650 North interchange and access to Falcon Hill.

The meeting adjourned at 7:00 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES  
6:00 P.M. WORK SESSION  
October 7, 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
	Brian Brower	City Attorney
	Scott Hess	Development Services Manager
	Eric Howes	Community Services Director
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Don Baron, Brady Jugler, David Hansen, Michael Britton, Craig Hokanson, Steve Parkinson

Mayor Shepherd called the meeting to order at 6:05 p.m.

PLANNING COMMISSION INTERVIEWS

Scott Hess, Development Services Manager, explained the duties, responsibilities and time commitment required to serve on the Commission. The City Council interviewed the following individuals to be considered for current vacancies on the Planning Commission: Don Baron, Brady Jugler, David Hansen, Michael Britton, Craig Hokanson and Steve Parkinson.

JJ Allen, Assistant City Manager, left the meeting at 6:53 p.m.

The Council took a break at 7:22 p.m.  
The meeting resumed at 7:37 p.m.

Brian Brower, City Attorney, Scott Hodge, Public Works Director, Rich Knapp, Administrative Services Director, Greg Krusi, Police Chief, arrived at 7:37 p.m.

DISCUSSION ON PLANNING COMMISSION APPOINTMENTS

Councilmember LeBaron reported Nike Peterson, Planning Commission Chair, wasn't able to attend tonight's meeting; however, she had attended some training sponsored by the Utah League of Cities and Towns. He stated she had learned it was a good Planning Commission would have members from different backgrounds as they would approach the issues from different

perspectives. He indicated she had requested the Council keep that in mind when considering the applicants. The Council discussed the applicants and the qualities each would bring to the Planning Commission.

DISCUSSION ON AMENDING TITLE 11, CHAPTER 13, SUPPLEMENTARY REGULATIONS – FIREWORKS STAND, TEMPORARY OR SEASONAL MERCHANT, AND MOBILE FOOD VENDOR REGULATIONS

Scott Hess, Development Services Manager, reminded the Council it had requested staff propose amendments to Title 11 specifically to seasonal merchants to accommodate temporary businesses after a request by Hokulia Ice to extend the allowable number of days. He stated staff had reviewed ordinances from numerous cities and expressed his opinion the City didn't have the density to implement a competitive bid process for permits by vendors. He reviewed the proposed amendments to the ordinance and location restriction language with the Council. He explained the reasoning that no restrictions were being imposed for Freeport Center, Freeport West and the Legend Hills area and referred to the map which illustrated the allowed areas and "districts". He reported the Planning Commission had recommended not allowing fireworks stands at the Legend Hills area because it didn't believe that use would be appropriate for the location and requested direction from the Council. Councilmember Bush suggested the inclusion of properties along 200 South from Bogey's going east to the end of the Kier commercial properties as well as the west side of South Main from 1700 South and a discussion took place. Adam Lenhard, City Manager, suggested identifying the areas on the map and referencing them in the text of the ordinance amendment. He believed that addition would clarify the definition of the areas avoiding misinterpretation.

Councilmember LeBaron inquired if the amendment would include guidelines specific to aesthetics for the temporary stand. Mr. Hess read from the proposed ordinance changes which specifically identified definition/expectations of appearance. Councilmember LeBaron expressed concern with the verbiage "professional appearance" in the definition as it was open for interpretation and could be subjective. Mr. Hess pointed out the specific call outs in the definition could be used to define "professional appearance".

Councilmember Bush inquired about the 180 day limit. Mr. Hess responded the 180 day limit was specific to Title 4 – Business Licensing, and stated there were no other proposed changes for Title 4 and mentioned it would be cross referenced with Title 11.

DISCUSSION ON AMENDING TITLE 11 – HOME DAYCARES AND PRESCHOOLS

Mr. Hess referred to his staff report which identified proposed new language to Supplementary Regulations – Residential Daycares and Preschools and reviewed them with the Council.

- Drop-off/pick-up plans which would require staggered schedules, at least a one hour time separation
- Traffic flow
- Outdoor environment which would require an outdoor play area for children that is safely accessible to children.

- If the zoning administrator determines that an application needs further interpretation, he may request Planning Commission review of the approval.

Councilmember Bush inquired if these uses would require a Conditional Use Permit. Brian Brower, City Attorney, explained these would be permitted uses in specific zones and the Supplementary Regulations would be enforced administratively by Mr. Hess, Development Services Manager. Mr. Hess reviewed the approval process with the Council. Mr. Brower informed the Council the Planning Commission had discussed prohibiting or limiting the allowance of daycares in certain zones such as multi-family residential higher density. Mr. Hess mentioned the only zone in which this use currently wasn't allowed was the RM (Mobile Home Residential) Zone.

Mr. Hess informed the Council the Planning Commission had also expressed a concern regarding a noticing component. He explained currently as a Conditional Use Permit the affected neighbors would be notified and with this now being a Permitted Use, the noticing component would no longer take place. Councilmember LeBaron inquired if any of the amendments would then make it easier to allow designated open space as the outdoor play area specific to the day care/preschool and whether it was identified in the Open Space definition. Mr. Hess expressed his opinion this would be a private property issue and the authorized individual would need to grant approval by also signing the application and shared an example of a HOA granting approval of its Open Space for this purpose. Councilmember LeBaron expressed concern this could possibly be misinterpreted by individuals desiring to fence off Open Space near Holt Elementary School.

The meeting adjourned at 8:20 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES  
7:00 P.M. POLICY SESSION  
October 14, 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
	Greg Krusi	Police Chief
	Scott Hodge	Public Works Director
	Scott Hess	Development Services Manager
	Stacy Millgate	CDBG Coordinator
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder
	Avry Byington	Administrative Assistant
EXCUSED:	Brian Brower	City Attorney

VISITORS: Gretchen Thompson, Yoshio Rycjn, Andrew Allred, David Lee, Bob Bercher, Carole Draper, Natalie Draper, Hailey McArthur, Christopher Helt, Samuel Helt, Kolby Reel, Sam Ingram, Gisell Guzman, Jackie Villejo, Aaliyah Walker

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 Benson conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE SEPTEMBER 23, 2014 POLICY SESSION

**Councilmember Benson moved to approve the minutes from the September 23, 2014 policy session as written, 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 A PROPOSED ZONING TEXT AMENDMENT TO TITLE 11, CHAPTER 13, SUPPLEMENTARY REGULATIONS – FIREWORKS STAND, TEMPORARY OR SEASONAL MERCHANT, AND MOBILE FOOD VENDOR REGULATIONS

The City Council previously adopted Ordinance 2014-14 amending the license period for temporary or seasonal merchants from 60 days to 180 days. As part of the process, staff was directed to investigate a zoning text amendment which would allow for temporary food vendors, while limiting the negative impacts associated with those types of businesses.

Stacy Millgate, CDBG Coordinator, explained staff and the Planning Commission had been working on the mobile food vendor ordinance. She reported the Planning Commission had drafted language which had been provided for the proposed Zoning Text Amendment. She briefly reviewed the changes:

- Limiting the locations to the main corridors of the City
- Language specifically addressing the outward appearance of the vendor stands

Mayor Shepherd opened the public hearing at 7:04 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

**Councilmember LeBaron moved to close the public hearing at 7:06 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

Sam Ingram, resident, asked the Council their opinion of the number one concern as a Nation. Mayor Shepherd responded there were a lot of the issues at the National level but stated he had great concern regarding the budget and emphasized the importance for the Nation to have a balanced budget.

APPROVAL OF ORDINANCE 2014-22 AUTHORIZING THE ZONING TEXT AMENDMENT TO TITLE 11, CHAPTER 13, SUPPLEMENTARY REGULATIONS – FIREWORKS STAND, TEMPORARY OR SEASONAL MERCHANT, AND MOBILE FOOD VENDOR REGULATIONS

**Councilmember LeBaron moved to approve Ordinance 2014-22 authorizing the zoning text amendment to Title 11, Chapter 13, Supplementary Regulations – Fireworks Stand, Temporary or Seasonal Merchant, and Mobile Food Vendor Regulations, 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 THE FINAL ACCEPTANCE AND RELEASE OF ESCROW FOR TANNER HERITAGE ESTATES SUBDIVISION

Scott Hess, Development Services Manager, reviewed the history associated with Tanner Heritage Estates Subdivision and stated Tanner Heritage Estates Subdivision was located in the extreme west of Clearfield City located south of 700 South at approximately 1200 South 1480 West. In accordance with Title 12, Chapter 9, of the Clearfield City Code, the City Engineer had completed the final inspection of the Tanner Heritage Estates Subdivision and found all improvements to have been installed correctly. The warranty period was over and the City Engineer recommended final acceptance of the improvements for perpetual maintenance, and a release of the remaining escrow funds by the City Council. Staff was also recommending the release of the escrow funds.

**Councilmember Young moved to accept the subdivision improvements at Tanner Heritage Estates Subdivision for perpetual maintenance by the City and release any remaining funds associated therewith in escrow to the Developer, and authorize the Mayor's signature to any documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

APPROVAL OF ORDINANCE 2014-21 ENACTING TITLE 1, CHAPTER 14 – REQUIRING ADHERENCE TO THE CITY'S CONSTRUCTION AND DEVELOPMENT STANDARDS, TECHNICAL SPECIFICATIONS AND DRAWINGS

Adam Lenhard, City Manager, explained approval of the ordinance would add a new chapter to Title 1 of the City Code. He stated the City had established Construction and Development Standards, Technical Specifications and Drawings, and was formally codifying the requirement to conform and adhere to those standards for all construction, development and improvements in the City.

**Councilmember Jones moved to approve Ordinance 2014-21 enacting Title 1, Chapter 14 – requiring conformance and adherence to the City's Construction and Development Standards, Technical Specifications and Drawings, 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 RESOLUTION 2014R-22 ESTABLISHING AND APPROVING THE CITY'S CONSTRUCTION AND DEVELOPMENT STANDARDS, TECHNICAL SPECIFICATIONS AND DRAWINGS FOR CLEARFIELD CITY

Scott Hodge, Public Works Director, stated the City currently had established Construction and Development Standards, Technical Specifications and Drawings which provided a minimum standard for construction, development and improvements occurring within the City. The latest version of the standards, dated September 2014, was prepared and reviewed by the City's Engineer and Public Works Director as well as other staff members. Recommendations making corrections, clarifications and updates had been incorporated into the updated document. The

largest adjustment to the standards was the inclusion of language and drawings specific to the Storm Water Management Plan. He added there were other minor corrections or clarifications made throughout the document relative to the North Davis Sewer District and the expectations for developers to comply with its standards. He mentioned additional illustrations were included specific to laterals for homes and businesses.

**Councilmember LeBaron moved to approve Resolution 2014R-22 establishing and approving the Construction and Development Standards, Technical Specifications and Drawings for Clearfield City 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 A PROFESSIONAL SERVICES AGREEMENT TO PERFORM ANALYSIS ON AND COMPLETION OF A STUDY ON IMPEDIMENTS TO FAIR HOUSING

Stacy Millgate, CDBG Coordinator, explained the Analysis of Impediments to Fair Housing study and report was required by the U.S. Department of Housing and Urban Development (HUD). She stated staff wanted to contract with an independent contractor to have the study conducted and the report prepared. She indicated the report was required since HUD had designated the City as an Entitlement Community.

Councilmember Benson asked how long had the City had been an Entitlement City. Ms. Millgate responded the City received the designation in 1994 and mentioned the City didn't meet the population criteria at the time; however, because of its location between the Ogden/Salt Lake metropolitan area, the City had been recognized as an Entitlement City.

**Councilmember Young moved to approve the professional services agreement with Megan James to perform analysis on and completion of a study on impediments to fair housing 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.**

APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT TO CONDUCT AND PREPARE A 5-YEAR CONSOLIDATED PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WHICH ALSO INCLUDED THE 2015-2016 ONE YEAR ACTION PLAN

Stacy Millgate, CDBG Coordinator, stated The 5-Year Consolidated Plan was necessary for Clearfield City to qualify for Community Development Block Grant (CDBG) funds through the Department of Housing and Urban Development (HUD). She stated staff wanted to contract with an independent contractor to prepare the 5-Year Plan which would also include the 2015-2016 One Year Action Plan. She indicated the report was required since HUD had designated the City as an Entitlement City. She explained the Plan was an indicator as to how the City intended to use the grant funds.

Mayor Shepherd asked Ms. Millgate what changes she anticipated within the next five years regarding CDBG funding. Ms. Millgate believed the City would see a decrease in funding within the future.

**Councilmember Benson moved to approve the professional services agreement with LaNiece Davenport to conduct and prepare Clearfield City's 5-Year Consolidated Plan for its Community Development Block Grant (CDBG), which also included the 2015-2016 One Year Action Plan and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

#### UPDATE ON THE FISCAL YEAR 2015 FINANCIAL STATUS

Rich Knapp, Administrative Services Director, presented the Financial Reports to the Council. He distributed handouts reflecting revenues and expenditures. He stated all revenues were within anticipated parameters for the first quarter of the budget year and reviewed them with the Council:

- He mentioned there was a slight increase in the General Sales and Use Taxes since last year.
- He pointed out the MIDA Revenue was a new account from last year.
- He reported the numbers specific to the Aquatic Center and Recreation were draft figures and suggested the Council not interpret them as factual at this time.
- He explained the Court revenues reflected differently than previous years due to the Court's software.
- He directed the Council to the Enterprise Funds and pointed out the water charges were less than last year and attributed that to consumption, and mentioned the rain received during August and September may have also contributed.

Mr. Knapp directed the Council to expenditures and reviewed them with the Council:

- He indicated the differences in IT, Finance, Patrol/Investigations due to staffing issues.
- Aquatic Center was significantly less than last year and believed that was due to significant purchases made last year. He stated operationally the Aquatic Center was higher than the previous year.
- Capital Improvement Fund had expended a significant amount of funds due to the completion of the South Main Street Road Improvement.

There were no questions or concerns from the Council regarding the first quarter of the budget year.

#### COMMUNICATION ITEMS

**Mayor Shepherd** – Reported he had attended the Davis County Gala on Thursday, October 9, 2014. He stated Utah Foster Care was the designated recipient of the funds generated by the event and announced the City had invited four foster families from Clearfield to sit at its table. He mentioned it was a great event and applauded foster families for their efforts.

*Councilmember Benson* – nothing to report.

***Councilmember Bush***

1. Reported he had attended the National Water Conference on behalf of the NDS (North Davis Sewer District). He stated he had the opportunity to visit with vendors from all over the world regarding their products and reported it had been beneficial to him as he was able to gain a better understanding of the processes used by the District. He mentioned he had become aware of some potential cost saving products which could be used by the District in the future.
2. Informed the Council that he attended the Kiwanis Installation Dinner on Saturday, October 11, 2014. He announced he had been elected to the Board of Directors. He reported the Clearfield Kiwanis Club was turning 75 years old this year.

*Councilmember Jones* – nothing to report

*Councilmember LeBaron* – Encouraged everyone to take the necessary time to research the names on the ballot recently received by Davis County residents. He encouraged citizens to exercise their right to vote.

*Councilmember Young* – nothing to report.

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

**STAFFS' REPORTS**

*Nancy Dean, City Recorder* – reviewed the City Council meeting schedule with the Council:

- No meeting on Tuesday, October 21, 2014
- Policy Session on Tuesday, October 28, 2014
- No meeting on Tuesday, November 4, 2014 as it was Election Day
- No meeting on Tuesday, November 11, 2014 as it was Veteran's Day
- Special Session on Tuesday, November 18, 2014, beginning at 6:00 p.m.
- Policy Session on Tuesday, November 25, 2014
- Policy Session on Tuesday, December 9, 2014

She reminded everyone the current election was being conducted as a Vote By Mail Election and encouraged everyone's participation. She announced all registered voters should have received their ballot in the mail and if not they should contact the Davis County Clerks' Office. She mentioned there were vote centers open on Election Day to accommodate walk in voters.

There being no further business to come before the Council in policy session, **Councilmember Benson moved to adjourn the policy session and reconvene in a work session at 7:28 p.m., seconded by Councilmember LeBaron. All voting AYE.**

CLEARFIELD CITY COUNCIL MEETING MINUTES  
7:00 P.M. WORK SESSION  
October 14, 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
	Scott Hess	Development Services Manager
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder
	Avry Byington	Administrative Assistant

VISITORS: Amy Mabey

Mayor Shepherd called the meeting to order at 7:47 p.m.

PLANNING COMMISSION INTERVIEWS

The City Council interviewed Amy Mabey to be considered for a vacancy on the Planning Commission.

DISCUSSION ON PLANNING COMMISSION APPOINTMENTS

Scott Hess, Development Services Manager, announced there were currently two vacancies for alternate members and three regular member vacancies on the Planning Commission. He suggested moving Michael Millard and Robert Allen from alternate positions to regular positions.

The Council discussed the current Planning Commission vacancies and the interviewed candidates to determine proposed appointments. Following a discussion, Mayor Shepherd and the City Council determined to appoint Amy Mabey as a member of the Planning Commission and Brady Jugler, Michael Britton and Steve Parkinson as alternate members of the Planning Commission.

The meeting adjourned at 8:30 p.m.



# 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:** October 28, 2014

**SUBJECT:** Public Hearing, Discussion, and Possible Action on **FSP 1410-0001**: A request by Cameron Winquist to Amend the Larsen Commercial Subdivision Plat Lot 2, located at 325 W. 1700 S. (TIN: 12-243-0011, 12-243-0008).

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### RECOMMENDATIONS

Move to Approve as Conditioned **FSP 1410-0001**: A request by Cameron Winquist to Amend the Larsen Commercial Subdivision Plat Lot 2, located at 325 W. 1700 S. based on findings and discussion in the staff report.

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### PROJECT SUMMARY

Project Information	
Project Name	Larsen Commercial Subdivision Amendment
Site Location	325 W. 1700 S.
Tax ID Number	12-243-0011, 12-243-0008
Applicant and Property Owner	Cameron Winquist
Property Owner	Cameron Winquist, Tender Years Real Estate
Proposed Actions	Subdivision Plat Amendment
Current Zoning	C-2 Commercial
Master Plan Land Use	Commercial
Gross Site Area	1.768 acres

Vicinity Map



---

**HISTORY**

- September 12, 1995** City Council approves Larsen Commercial Subdivision
- Spring 1996** Building permit issued, construction of building on 325 West 1700 South commences.
- September 1, 1998** Deed of Trust recorded with Davis County creating illegal subdivision.

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## **ANALYSIS**

### **Planning Commission Recommendation**

In a special meeting of the Clearfield City Planning Commission on October 15, 2014, this item was recommended for approval as conditioned to the City Council based on the staff report and discussion at the meeting.

### **Background**

This amended plat is for the purposes of correcting an illegal lot split on Lot 2 of the Larsen Commercial Subdivision. The project was approved in 1995, and was legally issued building permit for the structure located at 325 West 1700 South. The property, and subsequently the building, was then subdivided in 1998 through recordation of a Deed of Trust. The applicant requested a CUP and a building permit for a new structure on the remainder portion of Lot 2. That request was conditioned by the Clearfield City Planning Commission upon the correction of the illegal lot split, and the recording of an amended plat.

### **Master Plan and Zoning**

The parcels are Master Planned and zoned Commercial. The proposed amended plat is consistent with both the Master Plan and zoning.

### **Subdivision Plat Approval**

In order to separate land interests, the Deed of Trust was the mechanism used to illegally split the lot in 1998. To correct this issue, the plat amendment will re-draw the lot lines, easements, and cross access agreements in order to properly subdivide land, and allow the City to provide a building permit to the newly entitled structure on the remainder portion of property. The parcels as proposed meet the minimums required by the C-2 zoning code. Potential impacts on the City's infrastructure and services, setbacks, and other development standards were reviewed and considered through the site plan process on the newly entitled structure. Those details will continue to be reviewed and confirmed through the permitting process.

The plat as it is drawn is substantially complete. Staff has reviewed the plat and is working with the applicant's engineer to include all necessary easements, and call-outs required. More specifically, staff recommends the inclusion of Public Utility Easements to surround the lots, the 25' access easement should continue to 1700 South, there should be a note on the plat regarding the separation of the structure.

### **Public Comment**

No public comment has been received to date.

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## **CONDITIONS OF APPROVAL**

- 1) The applicant shall correct the Plat to include all red-lines from Planning, Engineering, and Public Works Departments, including but not limited necessary easements and other call-outs as required.
- 2) Pursuant to the Subdivision Ordinance 12-4-5, an estimate of public improvements (as outlined in 12-4-6), shall be submitted, reviewed and approved by the City Engineer prior to obtaining building permits. An Escrow agreement will be subject to approval by the City Engineer and City Attorney and an escrow account shall be established prior to obtaining any certificates of occupancy.
- 3) Pursuant to the Land Use Ordinance 11-13-23(C) and (D) Prior to obtaining any certificates of occupancy, the applicant either completes landscaping improvements or is subject to establishing an escrow account, as reviewed and approved by the City Engineer and City Attorney.
- 4) The applicant shall provide proof of having obtained and of having maintained, as may be periodically requested by the City, all applicable local, state, and federal permits.

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## **ATTACHMENTS**

1. Larsen Commercial Subdivision, Lot 2, First Amendment

# LARSEN COMMERCIAL SUBDIVISION, LOT 2, FIRST AMENDMENT

LOCATED IN THE N.E. 1/4 SECTION 14, T.4N., R.2W., S.L.B.&M.  
 CLEARFIELD CITY, DAVIS COUNTY, UTAH  
 OCTOBER 2014

## SURVEYOR'S CERTIFICATE

I DALLAS K. BUTTARS, HOLDING LICENSE NUMBER 167594 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

I DO ALSO HEREBY CERTIFY THAT THIS PLAT OF LARSEN COMMERCIAL SUBDIVISION, LOT 2, FIRST AMENDMENT IN DAVIS COUNTY, UTAH, HAS BEEN CORRECTLY DRAWN TO SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE FOLLOWING DESCRIPTION OF LANDS INCLUDED IN SAID SUBDIVISION, BASED ON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDERS OFFICE, WEBER COUNTY SURVEYORS OFFICE AND OF A SURVEY MADE ON THE GROUND, AND I FURTHER CERTIFY THAT ALL LOTS MEET CURRENT LOT WIDTH AND AREA REQUIREMENTS FOR CLEARFIELD CITY ZONING.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

## OWNERS DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT LARSEN COMMERCIAL SUBDIVISION, LOT 2, FIRST AMENDMENT AND DO HEREBY DEDICATE, GRANT AND CONVEY TO CLEARFIELD CITY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY. STORM WATER DETENTION PONDS AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICH EVER IS APPLICABLE AS MAY BE AUTHORIZED BY CLEARFIELD CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

KAUAI PROPERTIES, LLC.  
 GEORGE WINQUIST

TENDER YEARS REAL ESTATE, LLC.  
 ANDREW DRAGE

## ACKNOWLEDGMENT

STATE OF UTAH }  
 COUNTY OF WEBER } ss  
 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THE SIGNERS OF THE ABOVE OWNERS DEDICATION \_\_\_\_\_ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

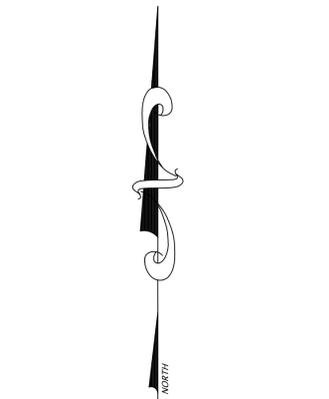
## ACKNOWLEDGMENT

STATE OF UTAH }  
 COUNTY OF WEBER } ss  
 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THE SIGNERS OF THE ABOVE OWNERS DEDICATION \_\_\_\_\_ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

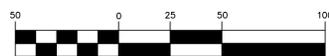
COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

## BOUNDARY DESCRIPTION

ALL OF LOT 2, LARSEN COMMERCIAL SUBDIVISION, CLEARFIELD CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.



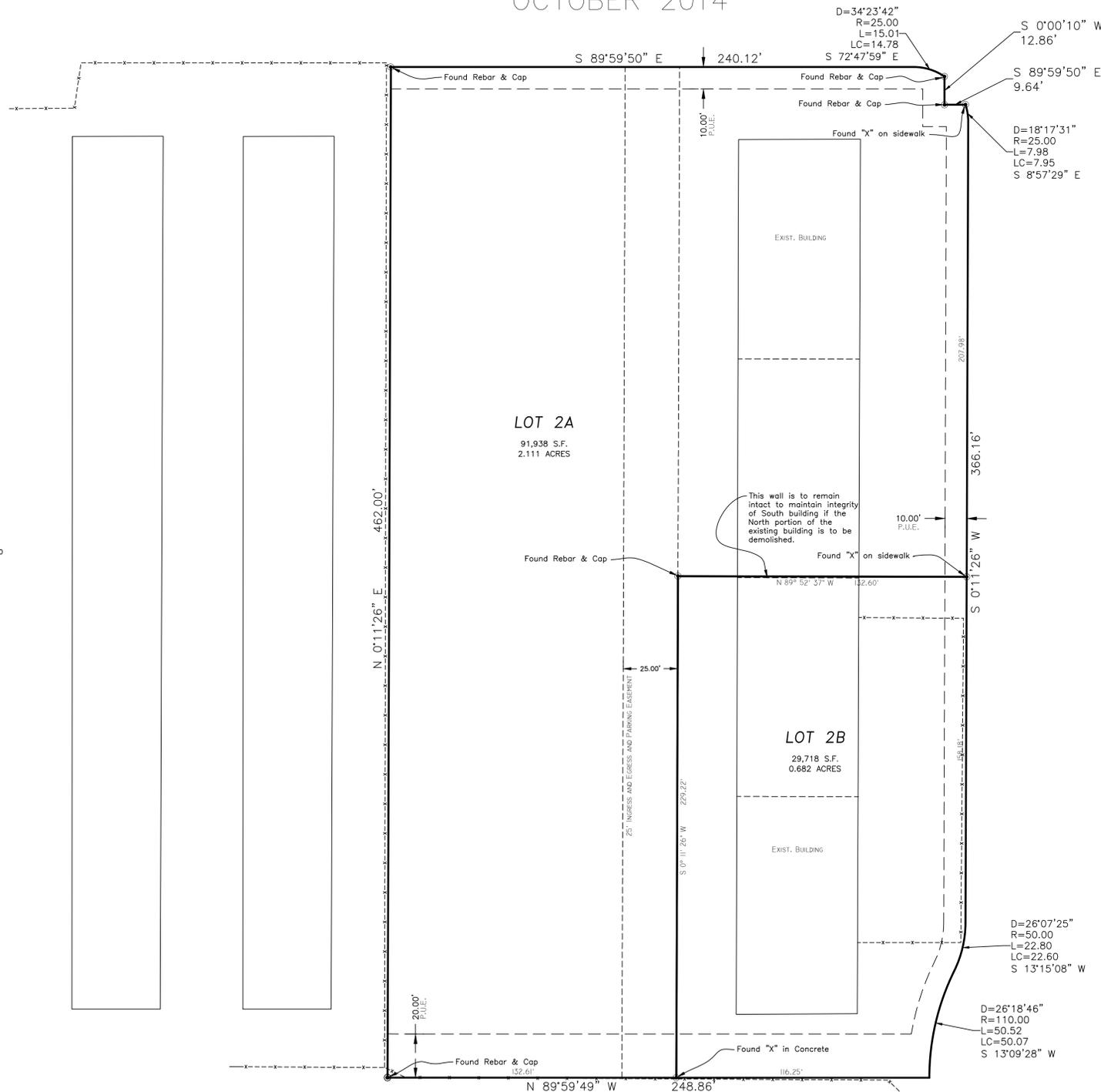
## GRAPHIC SCALE



( IN FEET )

1 inch = 50 ft.

● = FOUND REBAR & CAP  
 STAMPED "HANSEN & ASSOC."  
 sq.ft. = SQUARE FEET



## CITY COUNCIL APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT AND THE DEDICATION OF THIS PLAT ALONG WITH THE DEDICATION OF ALL STREETS, EASEMENTS WERE DULY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF CLEARFIELD CITY, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

MAYOR \_\_\_\_\_  
 ATTEST \_\_\_\_\_  
 City Recorder

## CLEARFIELD CITY ENGINEER

THIS IS TO CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES PREREQUISITE TO CITY ENGINEER'S APPROVAL OF THE FOREGOING PLAT AND DEDICATIONS HAVE BEEN COMPLIED WITH.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_  
 Clearfield City Engineer

## CLEARFIELD CITY ATTORNEY

APPROVED AS TO FORM.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_  
 Clearfield City Attorney

## CLEARFIELD CITY PLANNING COMMISSION APPROVAL

APPROVED BY THE CLEARFIELD CITY PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_  
 PLANNING COMMISSION CHAIRMAN

<b>LANDMARK SURVEYING</b> A COMPLETE SURVEYING SERVICE 4646 S. 3500 W. SUITE 3, WEST HAVEN, UTAH 84401 PH. 731-4075		DAVIS COUNTY RECORDER ENTRY # _____ FEE _____ FILED FOR RECORD & RECORDED THIS _____ DAY OF _____ 19__ AT _____ IN BOOK _____ OF _____ PAGE _____ DAVIS COUNTY RECORDER BY _____ DEPUTY
CLIENT: CAMERON WINQUIST LOCATION: PART OF THE N.E. 1/4 OF SEC. 14, T.4N., R.2W., S.L.B.&M. SURVEYED: SEPT. 2014		
REVISIONS:	DRAWN BY: T.K. CHECKED BY: D.B. DATE: 10-22-14 FILE: 3449	



# City Council

## STAFF REPORT

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

**FROM:** Stacy Millgate  
Business Licenses, CDBG Coordinator  
[smillgate@clearfieldcity.org](mailto:smillgate@clearfieldcity.org) (801)525-2781

**MEETING DATE:** October 28, 2014

**SUBJECT:** Public Hearing, Discussion and Possible Action on **ZTA 1409-0006** Zoning Text Amendment to Title 11, Chapter 8 and Chapter 9 Residential Zones, and Chapter 13 Supplementary Regulations, to establish standards for home daycares and preschools as permitted uses within residential zones. This zoning text amendment would be effective across all Residential Zones in Clearfield City.

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### RECOMMENDATION

1. Hold Public Hearing as noticed.
2. Consider amended language provided by staff.
3. Move to Approve **Ordinance No. 2014-23** approving **ZTA 1409-0006**, an amendment to Title 11, Chapter 8, Chapter 9, and Chapter 13 to establish standards for home daycares and preschools as permitted uses within residential zones based on the findings and discussion in the Staff Report.

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### ANALYSIS

Clearfield City Planning Commission discussed the Zoning Text Amendment on August 6, 2014 and September 10, 2014. A public hearing was held on October 1, 2014, where the Planning Commission took action making a **recommendation for approval of ZTA 1409-0006 based on discussion and findings in the staff report.**

### Background

Currently, the review body for all Conditional Use Permits is the Planning Commission. While the requirement to bring all Conditional Use Permits to the Planning Commission has helped drive quality standards, it can become a time burden on the Planning Commission to review very minor items that are required based on the current procedures. Also, from the applicant's perspective waiting for the Planning Commission to review what seems to be a very minor or insignificant project can be frustrating. During a discussion, held by the Planning Commission, on August 6, 2014 and September 10, 2014, language was to be created and brought before the commissioner's for their review and recommendations. A public hearing was held on October 1, 2014, where the drafted language was presented to and approved by the Planning Commission.

### Proposed Changes

Staff is proposing a change to the Agriculture and Residential sections of the City Code, which would change the classification of home daycares and preschools from a conditional use to a

permitted use within Title 11, Chapter 8 and Chapter 9 Residential Zones. As part of this change, language would be adopted and codified in Title 11, Chapter 13 Supplementary Regulations, to require additional documents be submitted for obtaining approval for this particular type of business.

**Proposed Ordinance Changes/Additions**

Staff would propose the following additions and amendments to Title 11, Chapter 8 & Chapter 9 Residential Zones and Chapter 13 Supplementary Regulations

**Title 11, Chapter 8 and Chapter 9  
RESIDENTIAL ZONES (AMENDED LANGUAGE)**

The amendments include reclassifying “Daycares, residential” and “Preschools, residential” from a Conditional Use to a Permitted Use within the A-1, A-2, R-1-9, R-1-8, R-1-6, R-2, R-3 and R-1-Open zones. (Currently these types of businesses are not allowed in the R-M zone and amendments to this zone are not being requested at this time.)

**Title 11, Chapter 13  
SUPPLEMENTARY REGULATIONS (NEW LANGUAGE TO BE ADDED)**

*11-13-32: RESIDENTIAL DAYCARES AND PRESCHOOLS:*

- A. Drop-off/Pick-up Plans: Applicant shall submit a drop-off and pick-up schedule, subject to the approval by the City Zoning Administrator, with staggered times proposed in order to mitigate traffic impacts. If applicant is requesting approval for a home preschool, that holds more than one class per day, the ending time of the first class to the beginning time of the second class shall be scheduled at least one hour apart, to prevent overlapping times of pick-up and drop-off of students.*
- B. Traffic Flow: Applicant shall submit a copy of the traffic flow plan, subject to approval by the City Zoning Administrator.*
- C. Outdoor Environment: There shall be an outdoor play area for children that is safely accessible to children. Enclosed and installed to the satisfaction of State of Utah Licensing Division.*
- D. If the Zoning Administrator determines that an application needs further interpretation, he may request planning commission review of the approval.*

**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:

<b>Review Consideration</b>	<b>Staff Analysis</b>
-----------------------------	-----------------------

1)	The proposed amendment is in accordance with the General Plan and Map; or	The proposed text amendment is consistent with the goals and policies of the Land Use Element of the City's General Plan. It will assist in streamlining the review and approval process for these types of businesses, while maintain necessary standards.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	Staff requests these changes to help streamline the review and approval process for these types of businesses.



# **City Council**

## **STAFF REPORT**

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

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

**MEETING DATE:** October 28, 2014

**SUBJECT:** Public Hearing, Discussion and Possible Action on **GPA 1410-0002**: A request by Con Wilcox for a General Plan Amendment to amend future land uses on property located at approximately 919 W. 1600 S. (TIN: 12-391-0008, 12-391-0009) from Commercial to Manufacturing.

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### **RECOMMENDATION**

1. Consider Planning Commission Recommendation
2. Consider information presented by Staff and Applicant
3. Move to either a) Approve the General Plan Amendment as presented; b) approve an alternative amendment; or c) Deny the amendment

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### **ANALYSIS**

#### **Background**

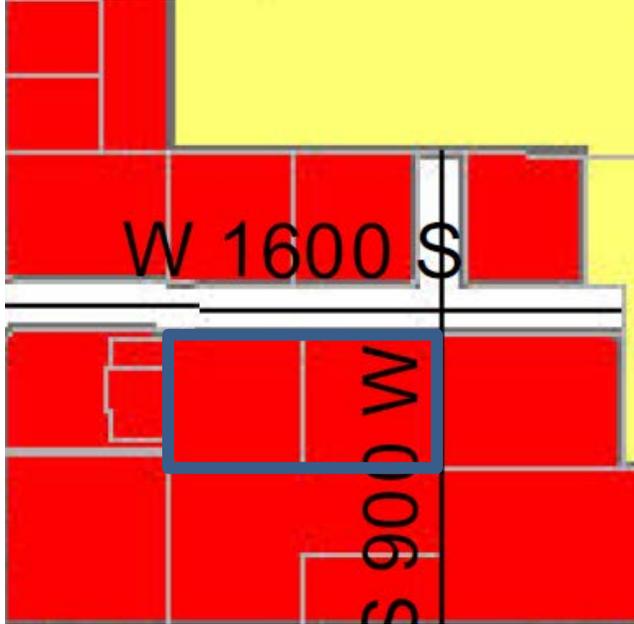
The proposal includes a request for approximately 1.31 acres to be reclassified in the General Plan Future Land Use Map from Commercial to Manufacturing with the intent to construct a new structure for warehouse and distribution style use. The property is currently two individual parcels. Depending on the site plan for the potential M-1 zoned use, the property owner may choose to combine the two properties into one. An application for rezone from Commercial (C-2) to Manufacturing (M-1) has been made in addition to this request.

#### **Planning Commission Recommendation**

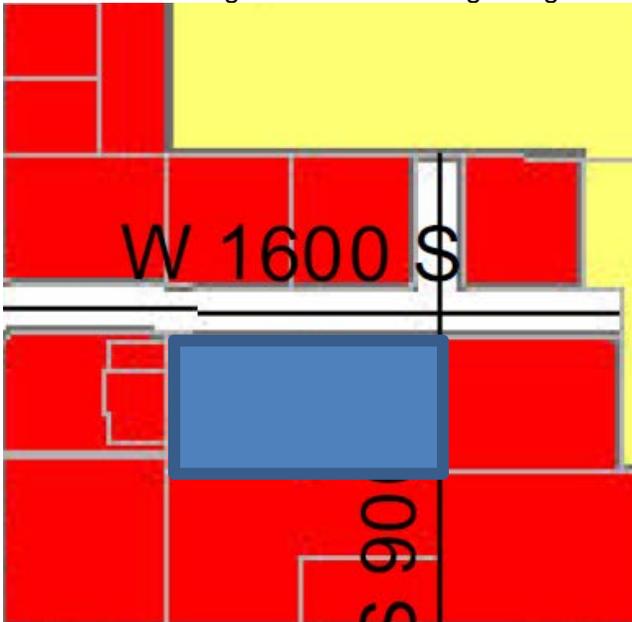
In a special meeting of the Clearfield City Planning Commission on October 15, 2014, this item was recommended for denial to the City Council based on the staff report and discussion at the meeting.

**General Plan Map Amendment Information:**

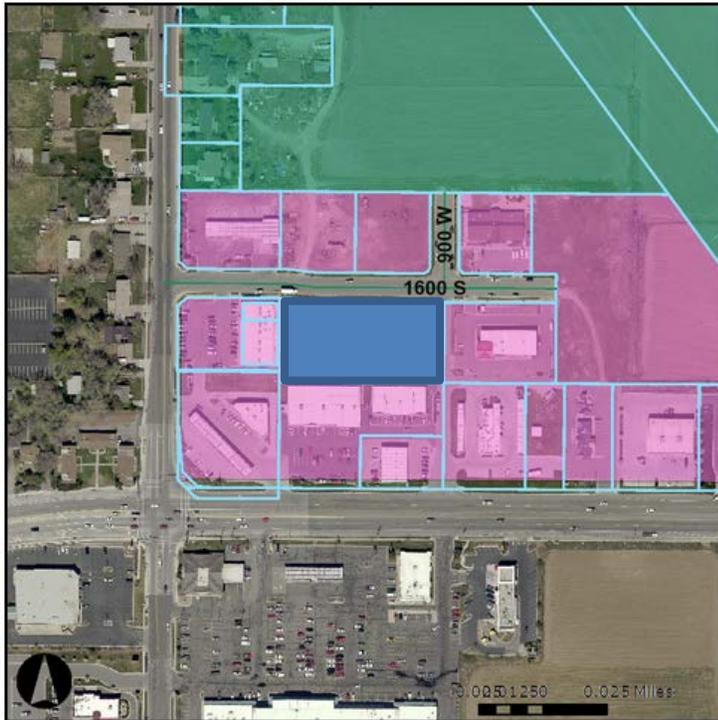
*Current General Plan Map:* Parcels in question have been outlined in blue.



*General Plan Map Amendment Requested:* Parcels in question have been highlighted blue to indicate the change to Manufacturing designation.



Accurate property map showing all areas to be included in the amendment and all properties immediately adjacent to the proposed amendment area. Parcels in question have been highlighted blue to indicate future Manufacturing use.



### General Plan and Zoning

A request to change the land use classification in the General Plan from Commercial to Manufacturing is generally consistent with the goals and policies of the City's General Plan, outside of number 14 indicated below. Clearfield City's General Plan "Land Use Guidelines" number 2 and 10 state:

2. The relationship of planned land uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.
10. Commercial and Manufacturing uses should be highly accessible, clustered near the center of their service areas, and developed in harmony with the uses and character of surrounding districts.
12. The few remaining vacant properties in the City should be developed at their highest and best use to maximize their value to the landowner and the City.
14. Manufacturing and industrial activities should be limited to those areas already zoned for such uses.

The request for additional Manufacturing land is specifically addressed in the General Plan, however the word "should" indicates that there may be some flexibility. Careful consideration of surrounding uses and relationship between uses is discussed in more detail in the Land Use Guidelines of the General Plan. While Land Use Guideline number 12 instructs the City to consider the highest and best use for vacant properties, Land Use Guideline 14 indicated a reluctance for allowing further rezones to Manufacturing.

This specific request is to change the current General Plan designation and zoning in order to utilize the property at what the applicant asserts is its highest and best use. The property has been marketed as Commercial for many years without serious interest from tenants. The location does not have primary frontage along a commercial corridor, and it may be a reasonable assumption that this property could continue to sit vacant if it remains zoned and master planned commercial. Amending the land use to Manufacturing has its own drawbacks, but one upside is that the property becomes marketable to a different classification of users and buyers.

The property owner and potential buyer would like to invest in Clearfield within an already established commercial area of the City, but with a use that best fits into the M-1 manufacturing zone. The applicant desires utilizing this property to its best and highest use.

#### **Alternative Staff Recommendation**

Staff has had an opportunity to contemplate additional options which may be available in the time between the Planning Commission's consideration and the current City Council meeting, and offers an alternative direction for the City Council's review and consideration. Specifically, the Applicant's General Plan Amendment request for this area could be altered to move towards a "Business Park" future use, rather than Manufacturing. The Business Park use is described in the General Plan as an area where the "Primary purpose is job creation in an attractive office / light manufacturing / commercial environment." Business Park allows for C-1, C-2, and M-1 zoning designations.

#### **Zoning Consistency**

The property owner has made a request to change the zoning of this property from C-2 (Commercial) to M-1 (Manufacturing). Staff comments and findings are included in a separate item for the 10-28-2014 City Council agenda.

In response to the Planning Commission comments regarding the proposed future use of this property, the applicant has prepared a Declaration that provides for limitations of use of this property under a Manufacturing classification. Specifics of that Declaration will be discussed in the applicant's request for Rezone from C-2 to M-1.

#### **Public Comment**

No public comment has been received to date.

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### **FINDINGS**

#### **General Plan Map Amendment**

Clearfield Land Use Ordinance Section 11-6-4 establishes the procedure the Planning Commission and City Council shall use to review a Petition for Change to General Plan or General Plan Maps. The procedure and staff's evaluation are outlined below:

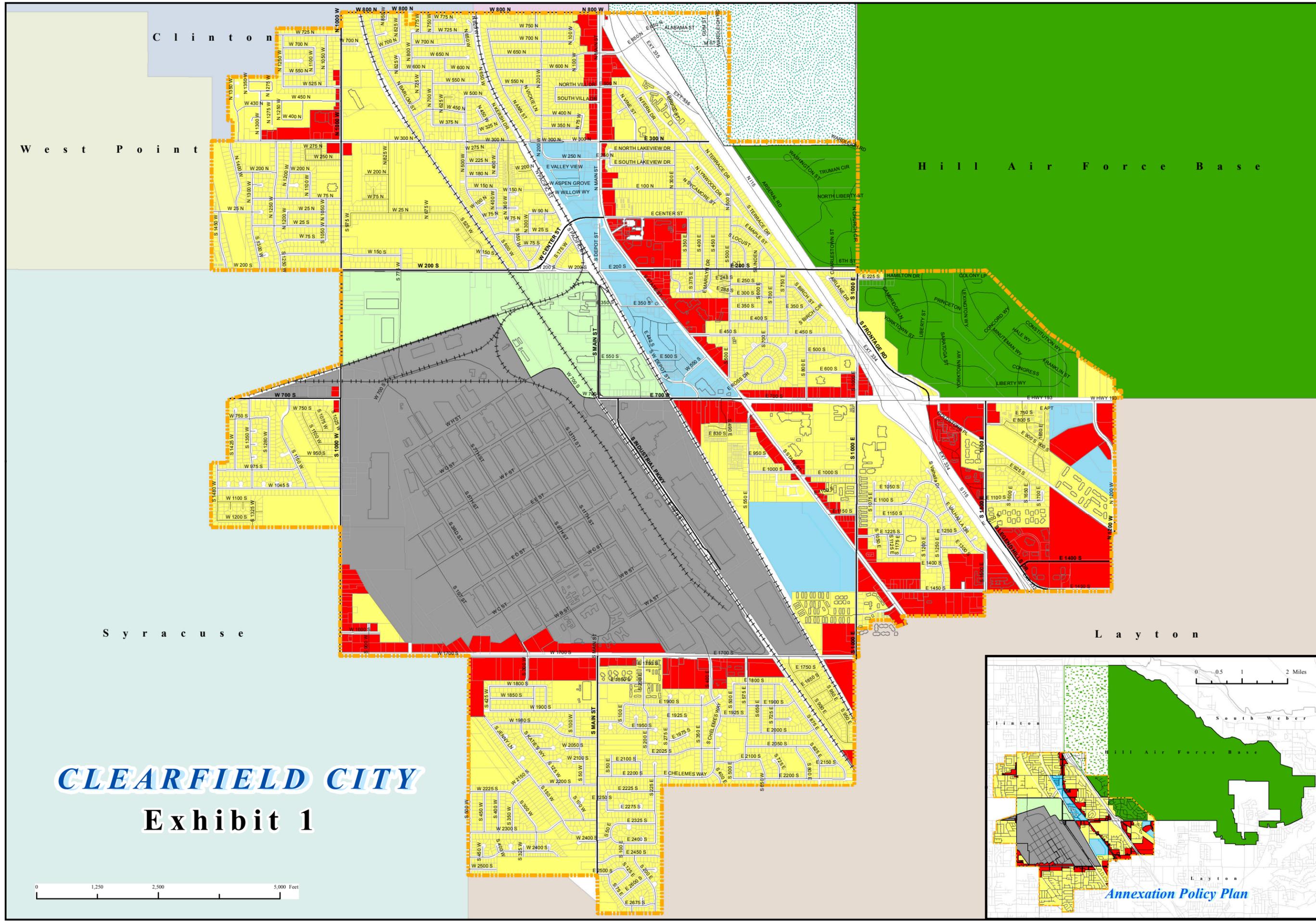
Review Consideration

Staff Analysis

1)	Designation of the specific text or map amendment desired.	Staff has provided the current map along with the desired changes within the report outlined above.
2)	Reason and Justification for such change.	<p>The property is currently master planned commercial as well as zoned commercial. The property has sat vacant for many years while being marketed for Commercial Use. The property is currently under contract with a warehouse/distribution use, and that land use best fits in the Manufacturing M-1 zoning district. The history of this property sitting vacant and on the market would suggest that Commercial is not the highest and best use of the property, and that a change of zoning and land use classification in the General Plan is warranted. Careful consideration should be taken for how this potential use fits in with the surrounding development.</p> <p>There is potential to reclassify the property as Business Park within the General Plan. The description of Business Park better suits the proposal for a light industrial / small distribution use. The General Plan designation of Business Park would allow for the C-1, C-2, and M-1 zoning designations.</p>
3)	A draft of the proposed text or map amendment.	This has been provided within the report outlined above. Should the City Council accept the change to the General Plan, Clearfield City GIS maps will be changed accordingly to reflect the update.
4)	An accurate property map showing all areas to be included in the amendment and all properties immediately adjacent to the proposed amendment area.	Property Map has been provided through the GIS system in order to provide the most current map available.

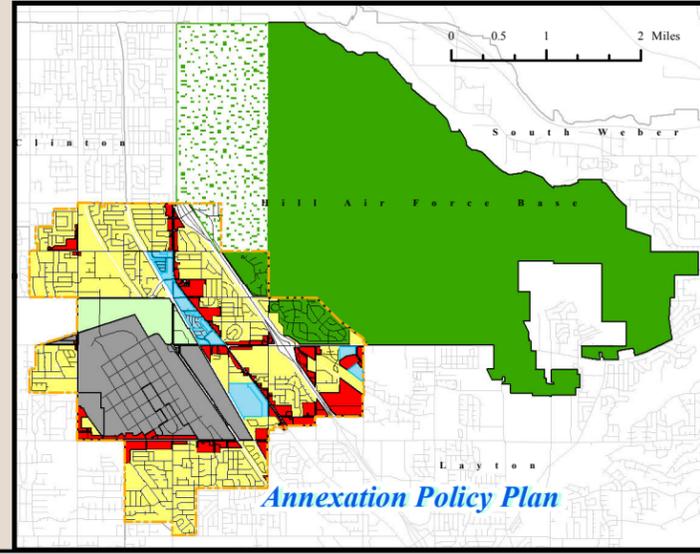
**ATTACHMENTS**

1. 2010 Future Land Use Map of the General Plan



# CLEARFIELD CITY

## Exhibit 1



### Future Land Use Map of the General Plan 2010 (b)

#### Legend

- Parcels
- Buildings
- City Boundary
- Railroad
- Streets**
  - Private
  - Major
  - Minor
- Proposed Land Use**
  - Residential Area
  - Commercial Area
  - Mixed Use
  - Business Park
  - Manufacturing Area
  - Falcon Hill
  - Hill AFB



Data published  
05 October 2010





# City Council

## STAFF REPORT

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

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

**MEETING DATE:** October 28, 2014

**SUBJECT:** Public Hearing, Discussion and Possible Action on **RZN 1410-0002**: A request by Con Wilcox for a rezone on property located at approximately 919 W. 1600 S. (TIN: 12-391-0008, 12-391-0009) from Commercial (C-2) to Manufacturing (M-1)

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### RECOMMENDATION

1. Consider Planning Commission Recommendation
2. Consider information presented by Staff and Applicant
3. Move to a) approve rezone as presented by the Applicant; b) approve the rezone with amendments; or c) deny the rezone

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### PROJECT SUMMARY

Project Information	
Project Name	Wilcox Rezone
Site Location	Approx. 919 W. 1600 S.
Tax ID Number	Multiple Parcels (12-391-0008, 12-391-0009)
Applicant	Con Wilcox
Owner	Con Wilcox
Proposed Actions	Rezone Request – Zoning Map Amendment
Current Zoning	C-2 (Commercial)
Proposed Zoning	M-1 (Manufacturing)
Current Land Use Classification	Commercial – Requested General Plan Amendment
Gross Site Area	1.31 Acres

Surrounding Properties and Uses:		Current Zoning District	Comprehensive Plan Land Use Classification
North	Empty available Commercial Lots – Wilcox Farms Subdivision	C-2 (Commercial)	Commercial
East	Anderson Tire Company	C-2 (Commercial)	Commercial
South	West Antelope Commercial Plaza	C-2 (Commercial)	Commercial
West	Reese Holdings Commercial Plaza	C-2 (Commercial)	Commercial

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## ANALYSIS

### Background

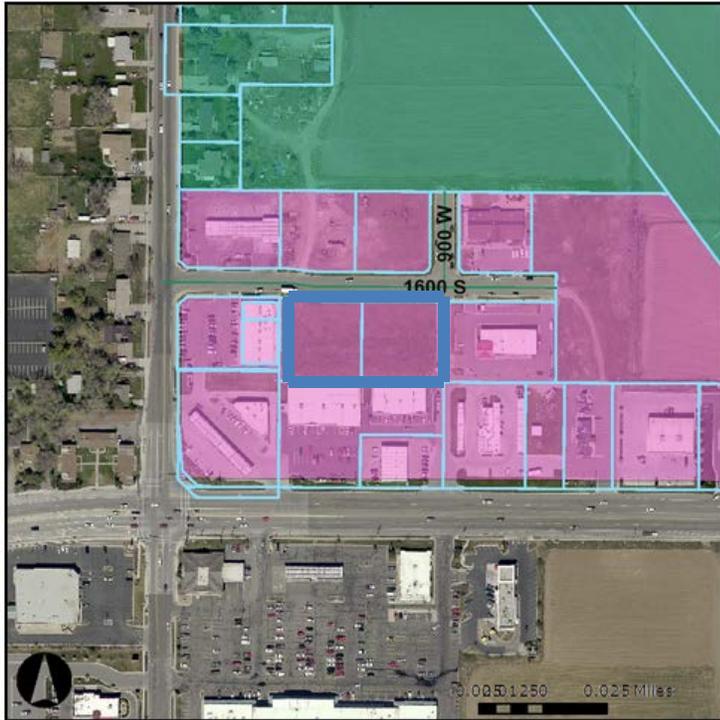
The proposal includes a request for approximately 1.31 acres to be rezoned from C-2 (Commercial) to M-1 (Manufacturing) with the intent to construct a new structure for warehouse and distribution style use. The property is currently two individual parcels. Depending on the site plan for the potential M-1 zoned use, the property owner may choose to combine the two properties into one. An application for General Plan Amendment as well as for the requested rezone was previously made to the Planning Commission.

### Planning Commission Recommendation

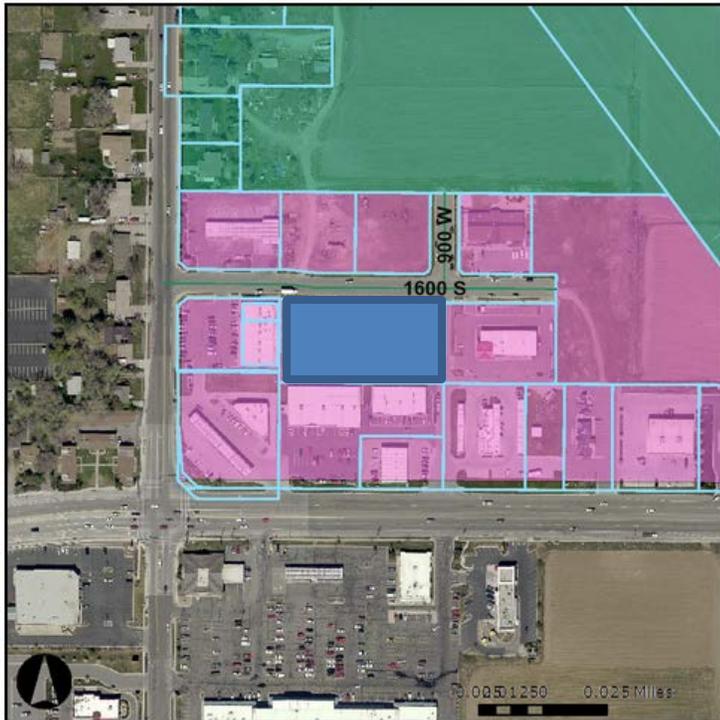
In a special meeting of the Clearfield City Planning Commission on October 15, 2014, this item was recommended for denial to the City Council. Based upon that decision, as well as the Planning Commission's decision on the proposed General Plan amendment, it appears that the Commission was not comfortable with the potential for all Manufacturing (M-1) uses being allowed on the property.

**Zoning Map Amendment Information:**

*Current Clearfield City Zoning Map:* Parcels in question have been outlined in blue. The purple color is C-2 (Commercial) zoning, and the green is A-1 (Agricultural).



*Clearfield City Zoning Map Amendment Requested:* Parcels in question have been highlighted blue to indicate the change from C-2 (Commercial) to M-1 (Manufacturing).



### **Master Plan and Zoning**

The property owner has made a request to change the Clearfield City General Plan in order to be consistent with this rezone request. Staff comments and findings can be found in a separate item of the October 28, 2014 City Council Packet, and has been provided as a complete package for review.

Rezoning this area to Manufacturing may come with some un-intended consequences. Staff is not overly concerned with the applicant's proposed use; however, from a long range planning standpoint, creating an island of M-1 surrounded by C-2 may cause additional hardships down the line. If the property is zoned M-1, then it is entitled to receive consideration for any permitted and/or conditional use within the M-1 zone. Another potential consideration is that the applicant's long range vision for the property has been to have some form of residential component north of the commercial area. Manufacturing and residential uses are two of the least compatible types of uses, and a rezone may be detrimental to any future rezone or entitlement of the rear portions of property to residential.

In general, spot zoning is not a favorable practice, and can create hardships for property owners within varying zones when conflicts arise. So long as the uses within the C-2 and abutting M-1 zones remain relatively compatible, this rezone may not be objectionable. However, it is the potential for the unknown which causes staff some concern regarding this rezone and its long-term effects in the future. In order to limit immediate negative consequences, Staff would recommend that this rezone, if considered for approval by the City Council, be conditioned on generally conforming to the proposed Site Plan and use proposed with this rezone request. Please understand however, that any such condition may not be prospectively enforceable in the future for other applicants/uses. A copy of the Site Plan has been provided for the Planning Commission's consideration.

### **Alternative Staff Recommendation**

Based on discussion by the Clearfield City Planning Commission regarding the proposed use, the applicant has provided the City with a "Declaration of Use Restriction." This document would be recorded against the property, and would serve to limit the most objectionable uses within the M-1 zone in order to protect the City against future unintended consequences of a rezone from C-2 to M-1 in this area. The prohibited uses listed in the document are: Manufacturing, Landscape supply yards, Sexually oriented business, Tattoo or body piercing establishments, and any other uses which create traffic hazards; hazardous waste; or excessive noise, dust, fumes, odors, smoke, vapor, or vibration. This binding document recorded against the property would be an additional protection for the City to help assure that future uses in this area would be compatible with the developed commercial uses within the surrounding C-2 zone. Should the City Council consider approving this rezone request, staff would recommend that a condition of approval be included to record the Declaration of Use Restriction (as approved by the City Council) against the property prior to issuance of building permits for new uses within the rezoned property.

### **Zoning Map Amendment**

The basic zoning and development standards can be met for this request. The lot standards in the M-1 zone require the following: minimum 7,000 square feet, 50' minimum frontage, and 60' minimum lot width.

### **Public Comment**

No public comment has been received to date.

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## FINDINGS

### Zoning Map Amendment

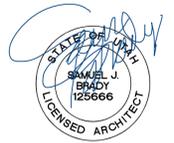
Clearfield Land Use Ordinance Section 11-6-3 establishes the following findings the Planning Commission and City Council shall make to approve Zoning Map Amendments. The findings and staff's evaluation are outlined below:

Review Consideration		Staff Analysis
1)	The proposed amendment is in accordance with the General Plan and Map; or	Goal 1 of the Land Use Element states "Maintain consistency between the City's Land Use Ordinance and the General Plan". A General Plan Amendment from Commercial to Manufacturing for these parcels has been requested by the applicant and considered by the Planning Commission and City Council. Rezoning property in accordance with amendments to the General Plan meets the purposes and intent of Clearfield City's General Plan Land Use Element.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	The applicant's inability to sell this parcel for Commercial use for many years, and a current offer from a warehouse/distribution use have prompted the request for a rezone.

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## ATTACHMENTS

1. Site Plan for proposed warehouse/distribution use within these parcels.
2. Declaration of Use Restriction



919 WEST  
1600 SOUTH

CLEARFIELD, UTAH

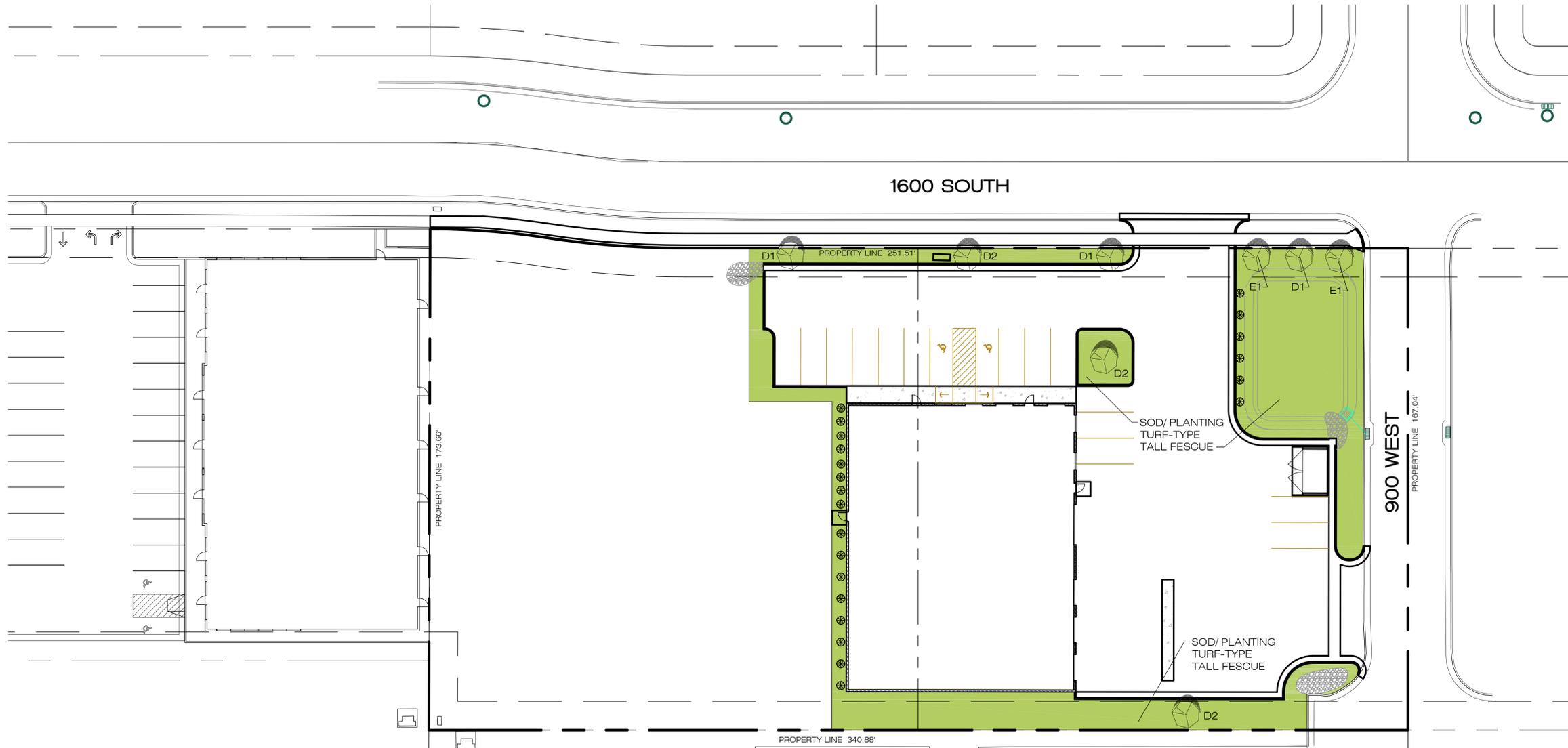
**LECKINGTON BUILDING**

LANDSCAPE PLAN

SCALE: 1" = 20'-0"  
SEPTEMBER 12, 2014  
1433901L1.dwg



**L1.1**



NOTES FOR CONTRACTOR:

1. ALL IRRIGATION HEADS TO HAVE WATER SAVING, LOW ANGLE NOZZLES
2. CONTROLLER TO PROVIDE SEPARATE ZONES, WATER BUDGETING, MULTIPLE START TIMES AND MEET ALL MANUF. REQUIREMENTS FOR OUTDOOR INSTALLATION.
3. ALL IRRIGATION WIRING TO MEET IBC REQUIREMENTS.
4. ALL SPRINKLERS TO HAVE MATCH PRECIPITATION RATES
5. USE DRIP IRRIGATION FOR ALL TREES AND SHRUBS
6. ALL IRRIGATION LINES TO HAVE WINTERIZATION BLOW-OUTS

LANDSCAPE CONTRACTOR TO ENSURE THE FOLLOWING PIPE SIZES ARE NOT EXCEEDED:

3/4"	12 GPM
1"	20 GPM
1 1/2"	26 GPM

ALL CONDUITS UNDER CONCRETE MUST BE A MINIMUM 4". SEE DETAILS FOR TRENCHING DEPTHS.

WATER CONSERVATION PLAN:

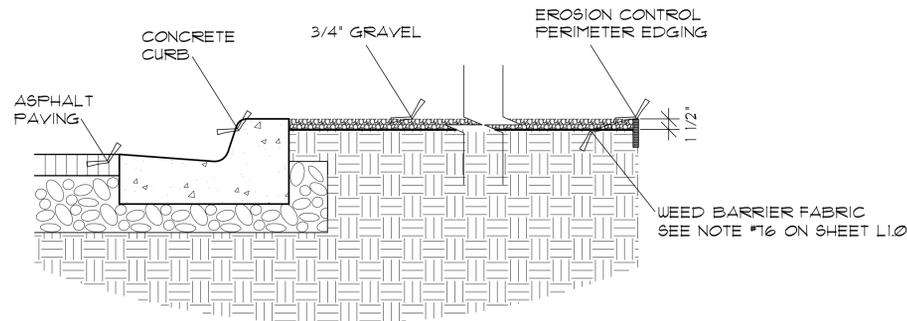
1. PLANNING AND DESIGN--PLANTINGS ARE GROUPED TOGETHER.
2. LOW WATER USING PLANTS--PLANTS SELECTED FOR DROUGHT TOLERANCE
3. SOIL AMENDMENTS--CONTRACTOR TO ADD 5% NUTRI-MULCH IN PLANTER BEDS.
4. USE ORGANIC MULCH-BARK AND/OR SHREDDED PLANT MATERIAL AND COMPOST
5. EFFICIENT IRRIGATION--CONTRACTOR TO CREATE HYDROZONES AND ISOLATE WATER USAGE.
6. MAINTENANCE--LAWN AREAS ARE EASY TO MAINTAIN AND PLANTINGS ARE GROUPED.

PROJECT SUMMARY	
GROSS LAND AREA LOT 8	28,845 SF 0.662 ACRES
GROSS BUILDING AREA INCLUDING PROPOSED	8,000 SF
TOTAL LANDSCAPED AREA	3,084 SF (10.7%)

DECIDUOUS TREES  
- MIN. 2" CALIPER FOR STREET TREES  
\* MEASURED FROM 4'-0" ABOVE GRADE

PROVIDE LINE ITEM BID FOR LANDSCAPE.

2H:1V MAXIMUM SLOPE IN LANDSCAPED AREAS



1 GRVEL LANDSCAPE DETAIL  
SCALE 1"=1'-0"

SOD/PLANTING TURF-TYPE TALL FESCUE

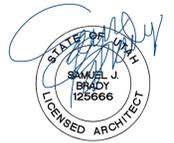
LANDSCAPE LEGEND			
TYPE	QNTY	NAME	SIZE
TREES (DECIDUOUS)			
D1	3	SHADEMASTER HONEYLOCUST	MIN. 2" CALIPER
D2	3	SKYLINE HONEYLOCUST	MIN. 2" CALIPER
EVERGREEN TREES			
E1	2	UTAH JUNIPER	MIN. 5' HEIGHT
SHRUBS (RANDOMIZE PLANTING)			
S1	4	P.M.M. SLOW MOUND MUGO PINE	5 GAL
S2	4	JUNIPER/BLUE STAR	5 GAL
S3	4	POTENTILLA	5 GAL
S4	5	FALSE SPIERA	5 GAL
S5	5	JUNIPER/SEA GREEN	5 GAL
TOTAL 22			



**SAMUEL J. BRADY**

ARCHITECTS

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Suite 160  
Salt Lake City, Utah 84111  
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FAX: (801) 595-1757



919 WEST  
1600 SOUTH

CLEARFIELD, UTAH

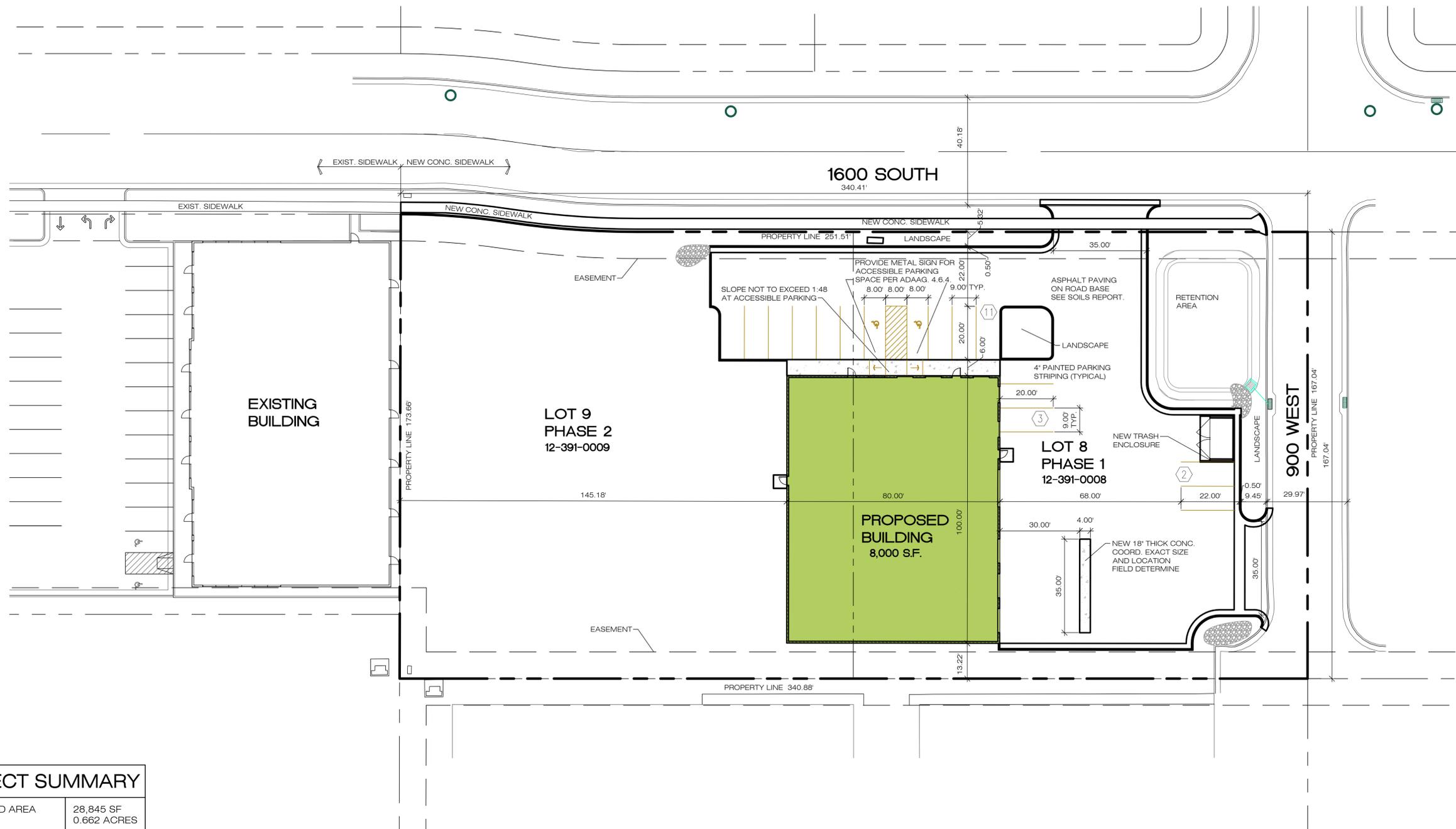
**LECKINGTON BUILDING**

SITE PLAN

SCALE: 1" = 20'-0"  
SEPTEMBER 12, 2014  
1433901SD1.dwg



**SD.1**

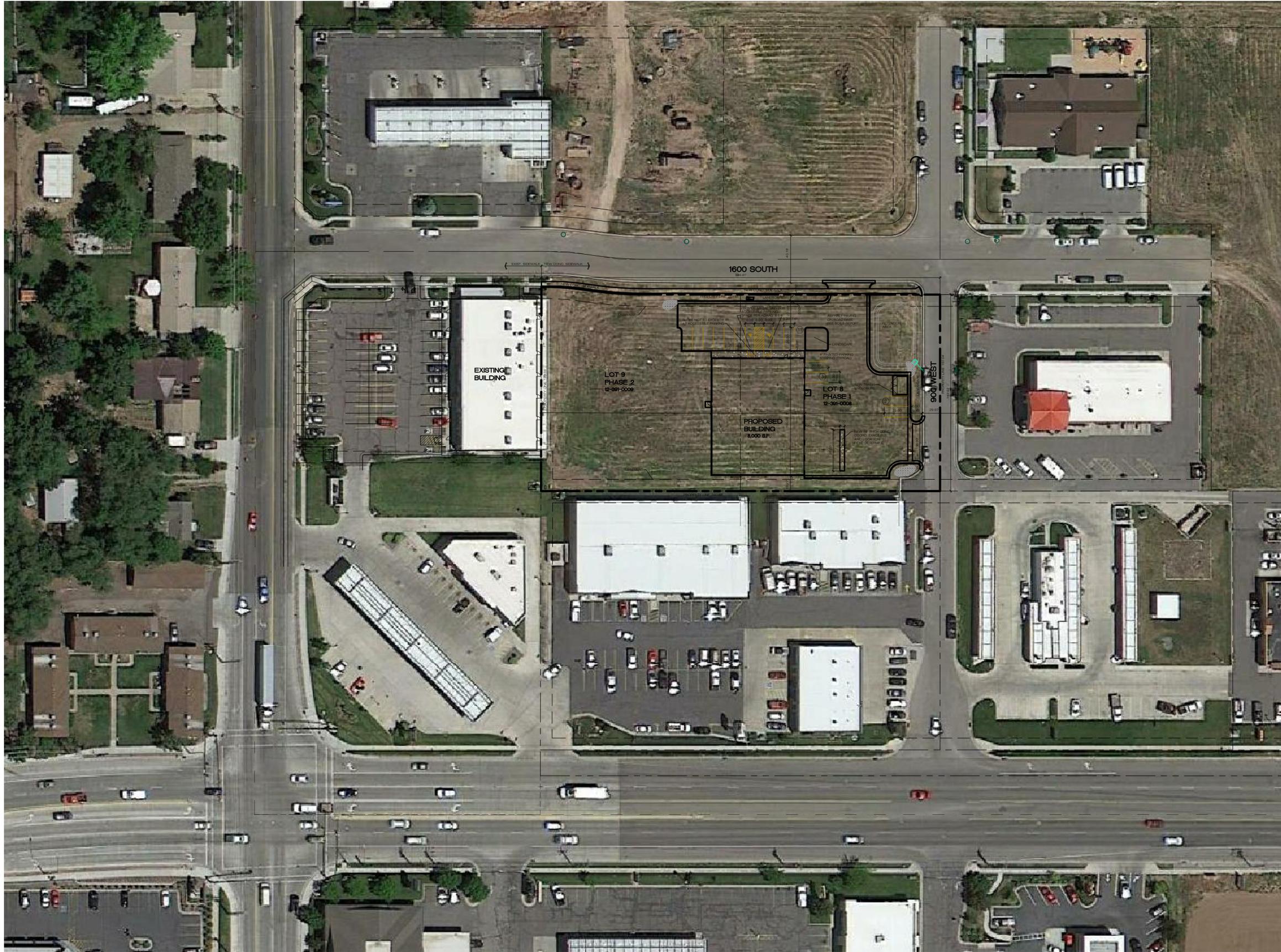


**PROJECT SUMMARY**

GROSS LAND AREA LOT 8	28,845 SF 0.662 ACRES
GROSS LAND AREA LOT 9	28,702 SF 0.659 ACRES
GROSS BUILDING AREA INCLUDING PROPOSED	8,000 SF
NUMBER OF PARKING SPACES REQUIRED	16
NUMBER OF PARKING SPACES PROVIDED	16
PERCENTAGE OF LANDSCAPED AREA	10.7%
LAND TO BUILDING RATIO	3.61

SEE SITE PLANS PROVIDED BY ENGINEER FOR DRAINAGE, GRADING, SPOT ELEVATIONS, AND PROPERTY BOUNDARY DESCRIPTION.

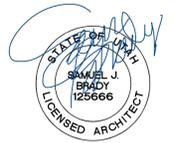
ALL GRADING ELEVATIONS SHOWN REPRESENT MINIMUM GRADING REQUIREMENTS OF 2%. NOTIFY ARCHITECT OF NEW GRADES THAT EXCEED 6%.



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919 WEST  
1600 SOUTH

CLEARFIELD, UTAH

**LECKINGTON BUILDING**

VICINITY MAP

SCALE: 1" = 40'-0"  
SEPTEMBER 12, 2014  
1433901SD2.dwg



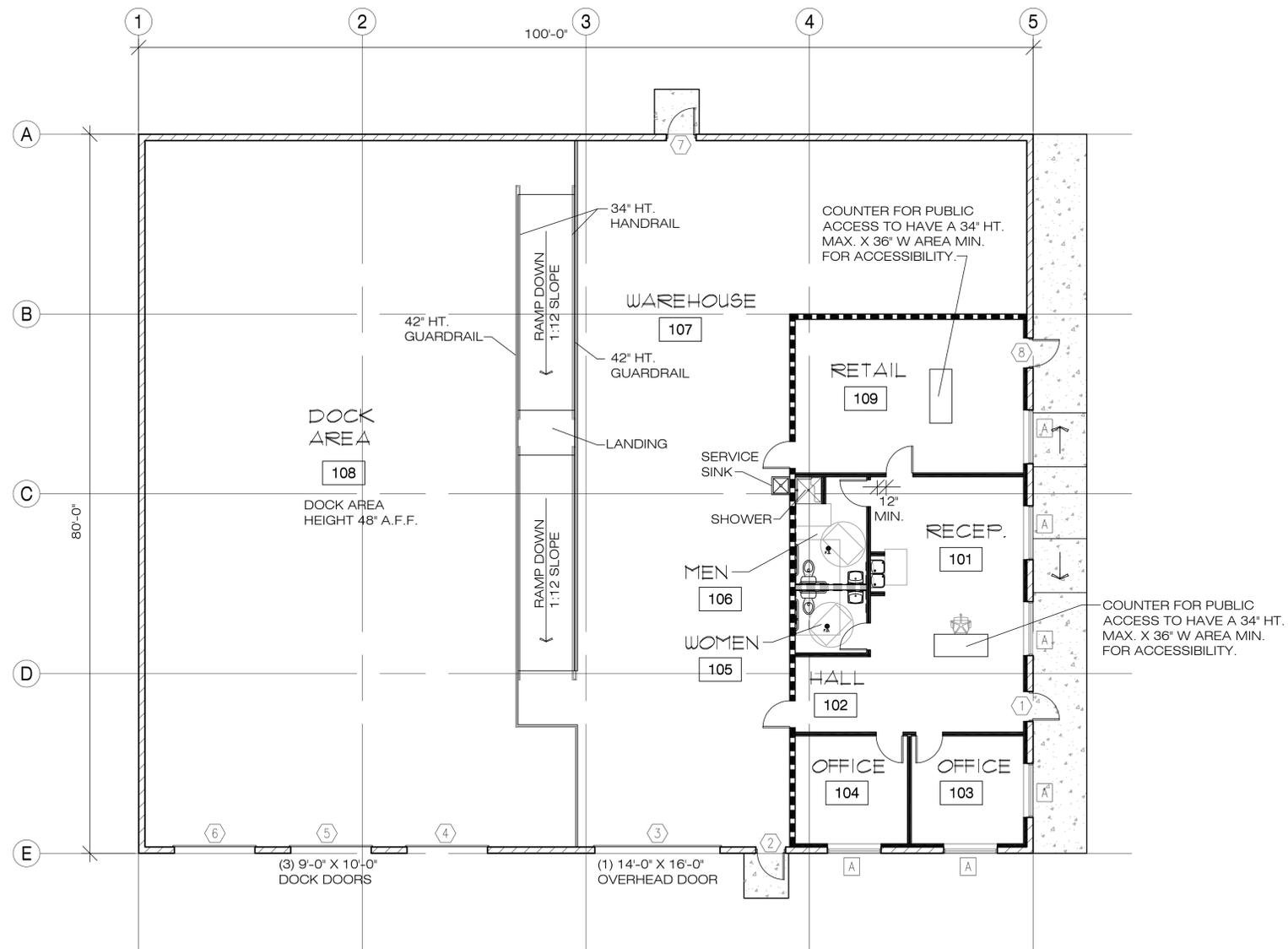
**SD.2**



**SAMUEL J. BRADY**

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**WALL TYPES**

-  METAL PANEL SYSTEM
-  METAL PANEL SYSTEM  
W/ 3-5/8" 25 GAUGE METAL STUDS @ 16" O.C. W/  
5/8" TYPE 'X' GYPSUM BOARD ONE SIDE W/ R-11  
BATT INSULATION. EXTEND TO 12'-0" A.F.F. U.N.O
-  NEW 3-5/8" 25 GAUGE METAL STUDS @ 24" O.C. W/  
5/8" GYPSUM BOARD (TYPE 'X') EACH SIDE
-  NEW 6" 20 GAUGE METAL STUDS @ 24" O.C. W/  
5/8" GYPSUM BOARD (TYPE 'X') EACH SIDE  
EXTEND TO ROOF DECK.
-  NEW 6" 20 GAUGE METAL STUDS @ 24" O.C. W/  
5/8" GYPSUM BOARD (TYPE 'X') EACH SIDE

GENERAL CONTRACTOR SHALL CHALK-LINE ALL NEW WALLS FOR ARCHITECT'S APPROVAL, PRIOR TO ANY NEW CONSTRUCTION, TO INSURE THAT SPACE BUILD-OUT MEETS TENANT REQUIREMENTS.

919 WEST  
1600 SOUTH

CLEARFIELD, UTAH

**LECKINGTON BUILDING**

FLOOR PLAN

SCALE: 1/8" = 1'-0"  
SEPTEMBER 12, 2014  
143390111.dwg



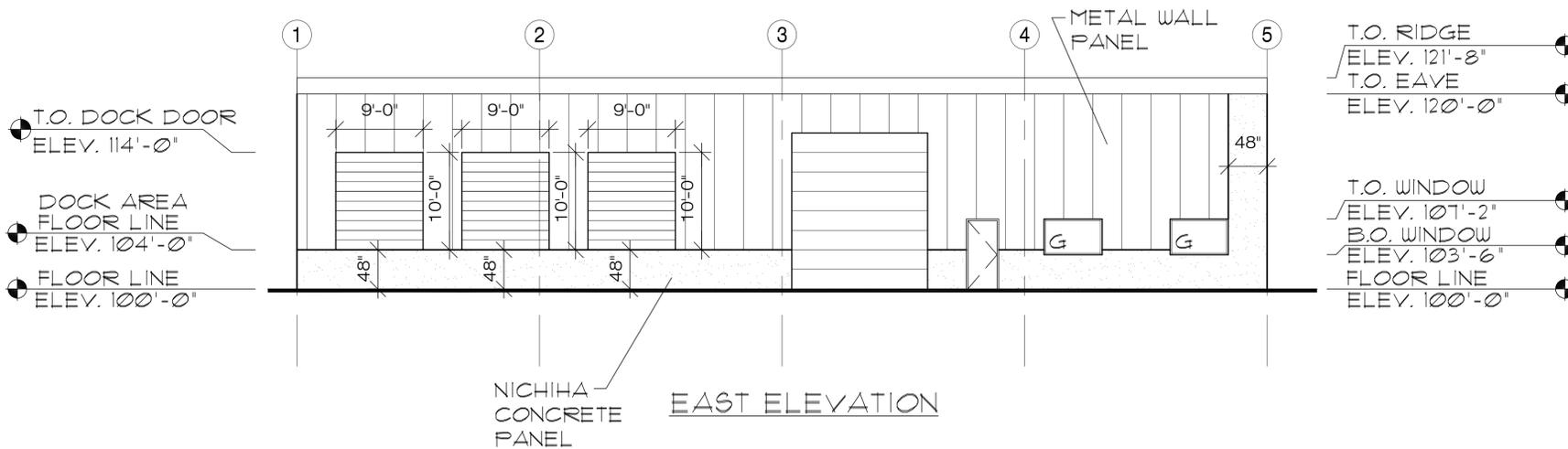
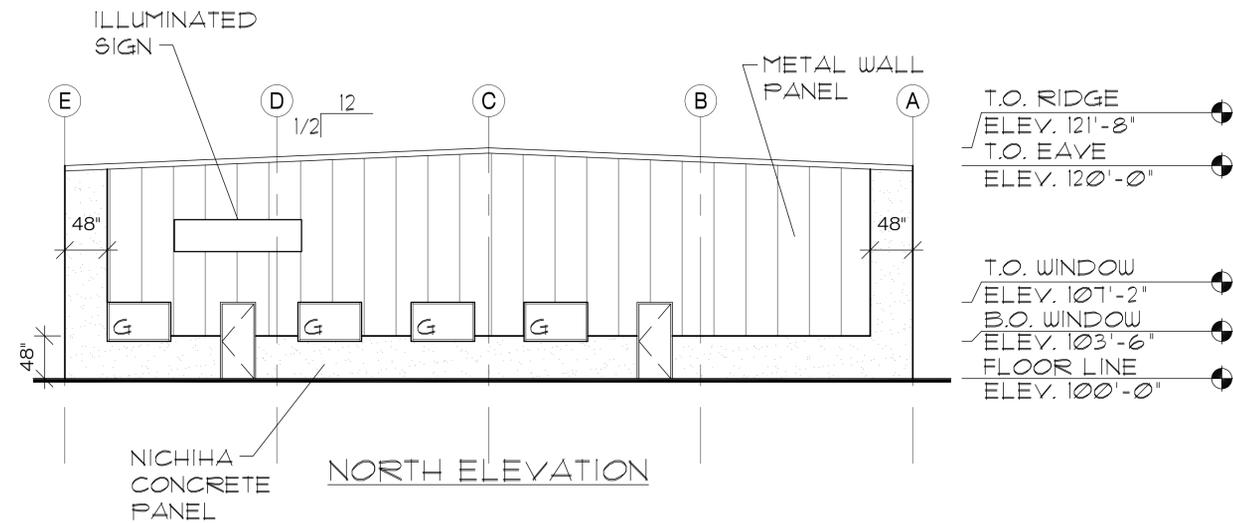
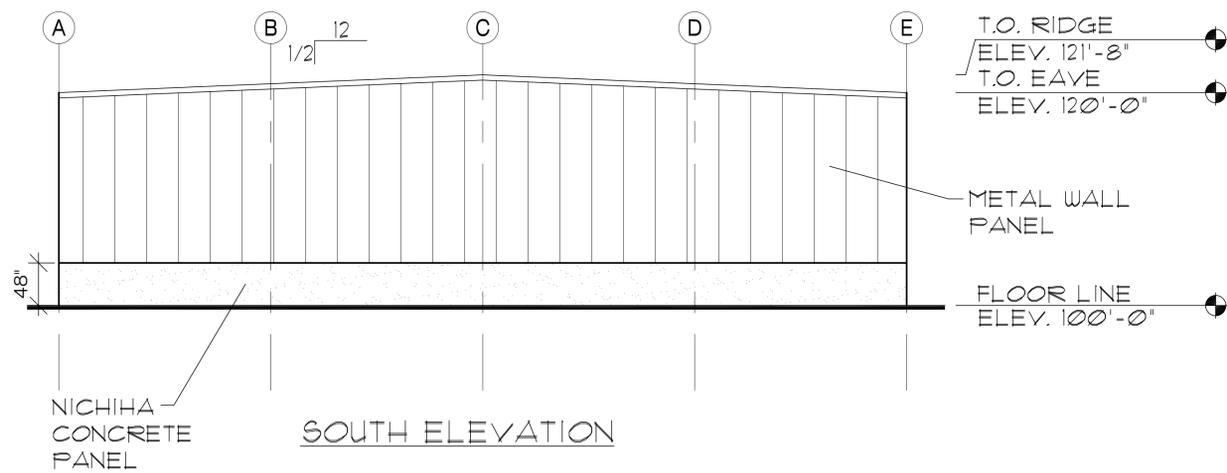
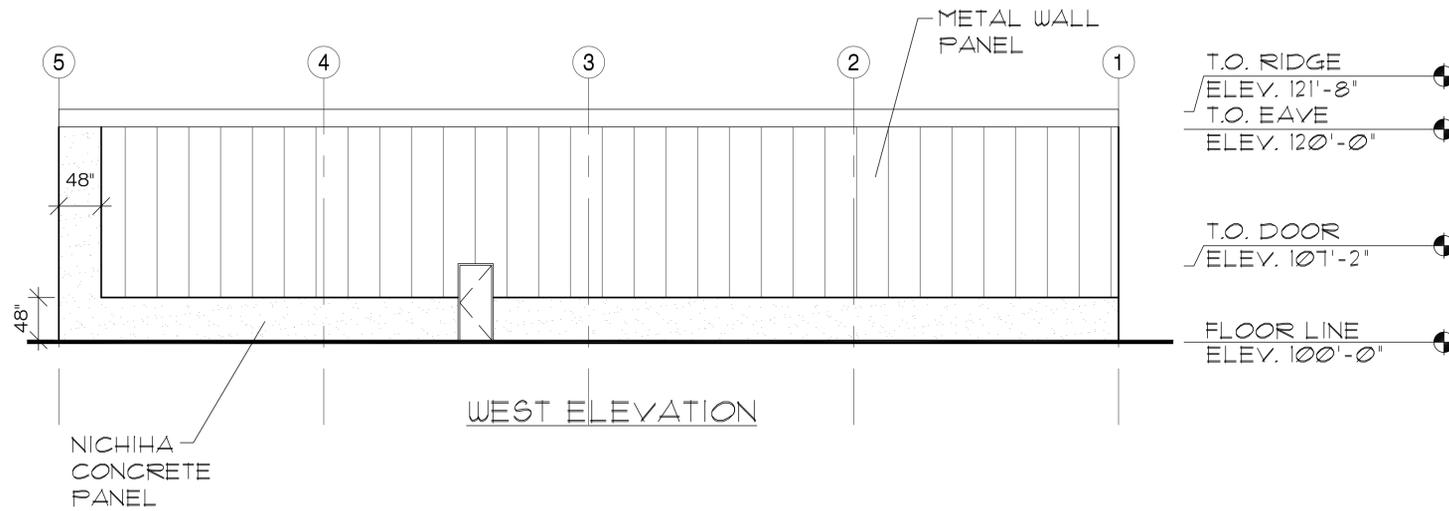
**A1.1**



**SAMUEL J. BRADY**

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SQUARE FOOTAGE: 8,042 S.F.

TYPE OF CONSTRUCTION: TYPE II-B

G	= CLEAR 1" INSULATED .38 U FACTOR TEMPERED GLASS .40 SHGC
T	= CLEAR 1" INSULATED .38 U FACTOR TEMPERED GLASS .40 SHGC
D	= CLEAR 1" INSULATED .38 U FACTOR TEMPERED GLASS (DOORS TYP.) .40 SHGC

919 WEST  
1600 SOUTH

CLEARFIELD, UTAH

**LECKINGTON BUILDING**

EXTERIOR ELEVATIONS

SCALE: 1/8" = 1'-0"  
SEPTEMBER 12, 2014  
143390131.dwg

**A3.1**

# CLEARFIELD CITY ORDINANCE 2014-23

## AN ORDINANCE AMENDING TITLE 11 OF THE CLEARFIELD CITY CODE PERTAINING TO RESIDENTIAL DAYCARES AND PRESCHOOLS

**PREAMBLE:** This Ordinance amends Title 11, Chapters 8A, 8B, 9A, 9B, 9C, 9D, 9E, 9G, and 13 of the Clearfield City Code addressing residential daycares and preschools.

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

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

*Title 11, Chapters 8A, 8B, 9A, 9B, 9C, 9D, 9E, and 9G of the Clearfield City Code are hereby amended by changing both “Daycares, residential” and “Preschools, residential” from conditional uses in each of those chapters to permitted uses in each of those chapters respectively.*

*Title 11, Chapter 13 of the Clearfield City Code is hereby amended by adding Section 32 to read as follows:*

### **11-13-32: RESIDENTIAL DAYCARES AND PRESCHOOLS:**

- A. Drop-off/Pick-up Plans: Applicant shall submit a drop-off and pick-up schedule, subject to approval by the City Zoning Administrator, with staggered times proposed in order to mitigate traffic impacts. If applicant is requesting approval for a residential preschool that holds more than one class per day, the ending time of the first class to the beginning time of the second class shall be scheduled at least one hour apart to prevent overlapping times of pick-up and drop-off of students.
- B. Traffic Flow: Applicant shall submit a copy of the traffic flow plan, which shall be subject to approval by the City Zoning Administrator.
- C. Outdoor Environment: There shall be an outdoor play area for children that is safely accessible and which must be enclosed and installed to the satisfaction of State of Utah.
- D. If the Zoning Administrator determines that an application needs further interpretation, he may request Planning Commission review of the application.

**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 28<sup>th</sup> day of October, 2014.

CLEARFIELD CITY CORPORATION

---

Mark R. Shepherd, Mayor

ATTEST:

---

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

# CLEARFIELD CITY ORDINANCE 2014-24

## AN ORDINANCE AMENDING THE CLEARFIELD CITY GENERAL PLAN

PREAMBLE: This Ordinance changes the designated land use category in the Clearfield City General Plan from Commercial to Manufacturing for two parcels of property located at approximately 919 West and 939 West, 1600 South (TIN's: 12-391-0008, 12-391-0009) in Clearfield.

WHEREAS, the abovementioned properties have been master planned for commercial type uses for at least the past fifteen years; and

WHEREAS, the utilization of the properties for commercial uses hasn't yet come to fruition, despite significant efforts to do so by the property owner/developer and the parcels have accordingly continued to sit vacant for a significant period of time; and

WHEREAS, the current owner desires to develop the properties for a proposed use which appears to be compatible with surrounding uses and is generally consistent with the goals, priorities, policies and overall intent of the City's General Plan; and

WHEREAS, the current owner of the parcels has submitted a request for a General Plan Amendment changing the designated land use category for the properties from Commercial to Manufacturing in order to make development of the parcels viable; and

WHEREAS, the best and highest use for the said properties appears to be something other than strictly (C-1) or (C-2) Commercial uses; and

WHEREAS, in order to allow something other than strictly commercial uses, the designated land use category for the properties in the City's General Plan must be changed; and

WHEREAS, after holding a duly noticed public hearing and carefully considering any public input provided, as well as the recommendation given by the Clearfield City Planning Commission, the Clearfield City Council publicly deliberated this matter and determined that changing the designated land use category on the Future Land Use Map of the City's General Plan from Commercial to Manufacturing for the aforementioned properties is in the best interests of Clearfield City and its residents;

NOW THEREFORE BE IT ORDAINED, by the Clearfield City Council that:

Section 1. General Plan Amendment: The designated future land use category for the properties located at approximately 919 West and 939 West, 1600 South (TIN's: 12-391-0008, 12-391-0009), lots 8 and 9 in the Wilcox Farms Amended subdivision in Clearfield, Utah is hereby changed from Commercial to Manufacturing and said change

shall be incorporated into and reflected by the City's General Plan and its Future Land Use Map.

Section 2. Effective Date: This Ordinance shall become effective immediately upon its posting in three public places within Clearfield City.

DATED this 28<sup>th</sup> day of October, 2014, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

---

Mark R. Shepherd, Mayor

ATTEST

---

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

# CLEARFIELD CITY ORDINANCE 2014-24

## AN ORDINANCE AMENDING THE CLEARFIELD CITY GENERAL PLAN

PREAMBLE: This Ordinance changes the designated land use category in the Clearfield City General Plan from Commercial to Business Park for two parcels of property located at approximately 919 West and 939 West, 1600 South (TIN's: 12-391-0008, 12-391-0009) in Clearfield.

WHEREAS, the abovementioned properties have been master planned for commercial type uses for at least the past fifteen years; and

WHEREAS, the utilization of the properties for commercial uses hasn't yet come to fruition, despite significant efforts to do so by the property owner/developer and the parcels have accordingly continued to sit vacant for a significant period of time; and

WHEREAS, the current owner desires to develop the properties for a proposed use which appears to be compatible with surrounding uses and is generally consistent with the goals, priorities, policies and overall intent of the City's General Plan; and

WHEREAS, the current owner of the parcels submitted a request for a General Plan Amendment changing the designated land use category for the properties from Commercial to Manufacturing in order to make development of the parcels viable; and

WHEREAS, the best and highest use for the said properties appears to be something other than strictly (C-1) or (C-2) Commercial uses; and

WHEREAS, in order to allow something other than strictly commercial uses, the designated land use category for the properties in the City's General Plan must be changed; and

WHEREAS, after holding a duly noticed public hearing and carefully considering the Applicant's application, any public input provided, as well as the recommendation given by the Clearfield City Planning Commission, the Clearfield City Council publicly deliberated this matter and determined that changing the designated land use category on the Future Land Use Map of the City's General Plan from Commercial to Business Park (rather than Manufacturing) for the aforementioned properties is in the best interests of Clearfield City and its residents;

NOW THEREFORE BE IT ORDAINED, by the Clearfield City Council that:

Section 1. General Plan Amendment: The designated future land use category for the properties located at approximately 919 West and 939 West, 1600 South (TIN's: 12-391-0008, 12-391-0009), lots 8 and 9 in the Wilcox Farms Amended subdivision in Clearfield, Utah is hereby changed from Commercial to Business Park and said change

shall be incorporated into and reflected by the City's General Plan and its Future Land Use Map.

Section 2. Effective Date: This Ordinance shall become effective immediately upon its posting in three public places within Clearfield City.

DATED this 28<sup>th</sup> day of October, 2014, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

---

Mark R. Shepherd, Mayor

ATTEST

---

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

# CLEARFIELD CITY ORDINANCE 2014-25

AN ORDINANCE REZONING PROPERTIES LOCATED AT APPROXIMATELY 919 WEST AND 939 WEST, 1600 SOUTH (TIN'S: 12-391-0008, 12-391-0009) IN CLEARFIELD, DAVIS COUNTY, UTAH, FROM (C-2) COMMERCIAL TO (M-1) MANUFACTURING AND AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY.

PREAMBLE: This Ordinance rezones properties located at 919 West and 939 West, 1600 South (TIN's: 12-391-0008 and 12-391-0009) in Clearfield, Davis County, Utah, from (C-2) Commercial to (M-1) Manufacturing and amends the City's Zoning Map to reflect those changes. The new zoning designations enacted by this ordinance are in accordance with recent amendments to the City's General Plan and General Plan Map and maintain consistency between the City's Land Use Ordinance and the General Plan.

WHEREAS, pursuant to an application received by the City's Community Development department, the City Council must consider changes in the zoning for two parcels of property located within the Wilcox Farms Subdivision as amended; and

WHEREAS, following proper notice, as set forth by state law and the City's Land Use Ordinance, the City Council held a public hearing on the application for a change in zoning for these parcels and allowed public comment thereon; and

WHEREAS, after the public hearing, the City Council carefully considered any comments made during the public hearing, the Applicant/Landowner's position, as well as the Planning Commission's recommendations regarding the proposed rezones; and

WHEREAS, following its public deliberation, the City Council has determined that the zoning changes listed below are in the best interests of Clearfield City and its residents and will most effectively implement the City's planning efforts while allowing the subject properties to be put to their highest and best use;

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

Section 1. Zoning Changes: The zoning for the following properties is hereby changed as specified below:

Properties located at 919 West and 939 West, 1600 South (TIN's: 12-391-0008 and 12-391-0009) in Clearfield, Davis County, Utah, from (C-2) Commercial to (M-1) Manufacturing, subject to and conditioned upon full execution and recording against the properties of the Declaration of Use Restriction, as reviewed and approved by the Clearfield City Council (attached hereto as Exhibit "A", and by this reference made a part hereof), with the understanding that no building permits or business licenses will be issued without conformance to said Declaration.

Section 2. Amendments to Zoning Map: The Clearfield City Zoning Map is hereby amended to reflect the changes in zoning outlined in Section 1 above and the City's Development Services Manager is hereby directed to have a new Zoning Map prepared showing said rezoning.

Section 3. Effective Date: This Ordinance shall become effective immediately upon its passage and posting in three public places within Clearfield City.

Dated this 28<sup>th</sup> day of October, 2014, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

---

Mark R. Shepherd, Mayor

ATTEST

---

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY  
MEETING MINUTES  
6:00 P.M. WORK SESSION  
August 26, 2014

*(This meeting was held prior to City Council work and policy sessions.)*

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
	Kim Dabb	Operations Manager
	Scott Hess	Development Services Manager
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Rich Knapp	Administrative Services Director
	Jessica Hardy	Accountant
	Nancy Dean	City Recorder
	Kim Read	Deputy Recorder

VISITORS: Paul Morris – MIDA, Kathryn Murray, Mike Wagstaff - MIDA

Chair Young called the meeting to order at 6:00 p.m.

DISCUSSION ON A LOAN AGREEMENT WITH CLEARFIELD STATION LLC

JJ Allen, Assistant City Manager, reminded the Board of the discussion which took place during the work session of July 8, 2014 and updated the Board on the Loan Agreement with Clearfield Station. He stated the Board's comments had been conveyed to the developer and indicated the purpose the current discussion was to determine the dollar figure of the loan and suggested the Board determine what it could commit. A discussion took place and the Board determined the maximum amount it could commit in the form of a loan was \$1.5 million.

Mr. Allen informed the Board that Clearfield Station was proposing the property acquired with the loan proceeds be the designated collateral pledged for the loan. He indicated since the acquired property would be used for public streets, there was little collateral potential for it. He had then suggested to the developer that Lot 1C in the development was a possible collateral source to which the developer responded that wasn't an option because it could negatively

impact financing options and loan approval for the development. He pointed out where 1C would be located in the proposed development.

Mr. Allen reminded the Board it had asked for personal guarantees from John Thackeray, Kevin Garn and UTA and Mr. Thackeray and Mr. Garn had agreed to that provision; however, no lien could be placed against any personal assets. He further stated the developer indicated UTA could not be a guarantor and believed its risk associated with the development was in its allowing the property to be developed.

Adam Lenhard, City Manager, emphasized the City was taking on a substantial risk compared to a bank that had significant assets to offset its risks. Mr. Allen added the developer really hadn't provided the City with a good option for collateral. Director Shepherd suggested that maybe Clearfield Station didn't really need the City's money and pointed out all parties were familiar with Davis County's loan agreements and emphasized the proposed loan agreement was patterned after Davis County's procedures. He expressed his opinion if the developer wasn't willing to provide the personal guarantees, the City should consider not providing the requested loan.

Director Benson asked if the developer was dealing with Davis County instead of Clearfield, what would be required for collateral. Mr. Lenhard responded he was aware of previous instances in which borrowers had pledged their personal homes as collateral. Mr. Allen mentioned outside counsel was still reviewing the proposed loan agreement and indicated he would need to forward official comments from the Board following the evening's discussions.

Brian Brower, City Attorney, reminded the Board it had contractually agreed in the Development Agreement to consider loaning the requested funds and suggested staff was requesting direction from the Board to negotiate terms. A discussion took place regarding collateral associated with the loan. Mr. Allen clarified the property acquired with the loan wasn't adequate collateral and the Board would be requesting the ability to lien personal assets of Mr. Thackeray and Mr. Garn.

Mr. Brower requested clarification from the Board regarding collateral pledged by UTA for the loan and a discussion took place. He mentioned there might be statutory restrictions associated with pledging collateral from UTA and its officials and suggested the City consider the use of an interlocal agreement for guarantee.

Mr. Allen informed the Board of the developers proposed amortization schedule of thirty years which included payments for the first two years following the advance be interest only. He continued regular payments would take place for years three through nine and a balloon payment for the remaining balance on year 10. He reported staff believed amortizing the loan over 30 years was too long because of the large payment on the back end of the loan. He mentioned even though the CDRA fund could handle that, it just wasn't a good idea and the consulting attorney suggested the loan be amortized over ten years. Chair Young suggested defining the draw down method for disbursement. Mr. Allen requested feedback regarding the repayment schedule and a discussion took place.

Chair Young and Director Benson stated they were not comfortable with a 30 year amortization. The Board agreed a 10 year amortization was more appropriate. Mr. Allen proposed a conference call between staff and the developer negotiating talking points from the evening's discussion might be better than written comments going back and forth. The Board expressed agreement with that suggestion and Mr. Allen indicated he hoped to have everything in place for the meeting scheduled for September 9, 2014.

**Director Jones moved to adjourn as the CDRA and reconvene as the City Council in a work session at 6:19 p.m., seconded by Director Benson. All voting AYE.**

The work session reconvened at 8:35 p.m.

**Director Shepherd moved to adjourn to a CDRA Closed Session at 8:38 p.m. for the purpose of a strategy session to discuss the purchase, exchange, or lease of real property. Utah Code Ann. § 52-4-204 and §52-4-205(1)(d), seconded by Director Benson. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, Jones, LeBaron, and Shepherd . Voting NO – None.**

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

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY  
MEETING MINUTES  
7:00 P.M. POLICY SESSION  
August 26, 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
	Kim Dabb	Operations Manager
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Rich Knapp	Administrative Services Director
	Jessica Hardy	Accountant
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: John W. Hansen, Marilyn Love – Sundowner Condominiums, Patricia A Maurer – Sundowner Condominiums, Kathryn Murray

Chair Young called the meeting to order at 7:38 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE AUGUST 12, 2014 POLICY SESSION

**Director LeBaron moved to approve the Clearfield Community Development and Renewal Agency (CDRA) minutes from the August 12, 2014 policy session as written, seconded by Director Shepherd. 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 Shepherd moved to adjourn as the Community Development and Renewal Agency and reconvene as the City Council in a work session at 7:39 p.m., seconded by Director Bush. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, Jones, LeBaron and Shepherd. Voting NO – None.**

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY  
MEETING MINUTES  
6:00 P.M. WORK SESSION  
September 23, 2014

*(This meeting was held prior to City Council work and policy sessions.)*

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

VISITORS: There were no visitors.

Chair Young called the meeting to order at 6:03 p.m.

DISCUSSION ON A TAX INCREMENT PARTICIPATION AGREEMENT FOR THE REDEVELOPMENT OF CLEARFIELD CENTER

JJ Allen, Assistant City Manager, distributed a handout relevant to the Clearfield Center Redevelopment Tax Increment Participation and informed the CDRA Board Clearfield Center was comprised of the three parcels across from the City building, (the old Taco Time, Clearfield Auto Parts and the adjoining vacant lot with the pine tree). He stated the developer requested the City contribute tax increment toward the development and believed that would be necessary for it to be successful. Mr. Allen referred to the handout and reviewed the main points and explained the proposed tax increment potential was based on some assumptions which were identified at the bottom of the handout. He inquired if the CDRA Board was open to contributing possible tax increment. He directed the Board to the accompanying site plan and emphasized it was different than what had gone out in the packet and explained changes had been made to the parking. He mentioned the developer was also working on a new site plan which would be received sometime later in the week. He emphasized the developer had emphasized how important tax

increment would be to the development. He believed if the City wasn't willing to contribute tax increment the developer would most likely not be able to purchase the properties.

Mr. Allen suggested the Board consider the following questions:

- Was the CDRA interested in participating with tax increment?
- If so, then to what extent? Usually this was done on a percentage bases but the CDRA could commit a dollar figure.
- What about the project was compelling the CDRA to participate with tax increment given there wasn't much commercial development?

Adam Lenhard, City Manager, pointed out increment would only exist if the developer proceeded with the development and the main purpose in creating a project area was to use the generated increment as a tool toward development. He emphasized the City wouldn't be contributing something it already had at this time.

Director LeBaron inquired how much increment the developer needed for the project to happen. Mr. Allen responded the developer hadn't answered that question yet. He believed the developer was interested in knowing whether the CDRA was willing to commit to contributing some tax increment with a specific dollar amount requested at a later date.

Chair Young expressed concern about committing tax increment up front and the development not generating enough increment to cover the City's costs associated with the development. Mr. Allen pointed out impact fees would be collected which could offset some incremental costs to the City. A discussion took place about the cost benefit in contributing tax increment.

Director LeBaron suggested the developer try to attract additional retail development for the area. Mr. Lenhard mentioned the developer might be interested in developing other adjacent parcels if the development was successful. Director Shepherd believed this development might possibly be the spark which could be the catalyst for other projects.

Mr. Allen suggested the Board could suggest a contribution of a designated amount of tax increment based on the current submitted site plan; however, the Board would be willing to commit to more funds if the retail component was increased. He mentioned providing the developer with a list of benchmarks and a corresponding dollar figure of tax increment funds which could be contributed. The CDRA Board was receptive to Mr. Allen's suggestion.

Mr. Allen summarized the Board had general interest in committing tax increment toward the development.

Mr. Allen informed the Council that the Planning Commission would be approving a zoning text amendment for the DR (Downtown Redevelopment) Zone which would be applied for on this project. He pointed out the following issues regarding the DR zone:

- Ground floor fronting State Street was required to be commercial.
- Minimum square footage.

He stated both of those items would be addressed and revised through the Planning Commission at its meetings in October and November.

Director Shepherd mentioned the housing component would consist of one bedroom units with large living areas.

**Director Shepherd moved to adjourn as the CDRA and reconvene as the City Council in a work session at 6:19 p.m., seconded by Director Bush. All voting AYE.** Director Jones was not present for the vote.

DRAFT

# Staff Report



To: CDRA Board of Directors  
From: JJ Allen, Assistant City Manager  
Date: October 23, 2014  
Re: Sale of property to First National Bank of Layton

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## **I. RECOMMENDED ACTION**

Approve the Real Estate Purchase Contract and proposed addendum/counteroffer for the sale of the property at 690 South State Street (Parcel ID #12-434-0001) to First National Bank of Layton, and authorize the Chair's signature to any necessary documents.

## **II. DESCRIPTION / BACKGROUND**

In January of 1996, the Clearfield CDRA and First National Bank of Layton entered into a 30-year ground lease for this parcel of land, and the bank subsequently constructed their building. The lease provides First National Bank the exclusive and irrevocable option to purchase the leased land at any time during the term of the lease (after the first three years) for the total sum of \$250,000. The bank recently provided the CDRA with written notice of its intent to exercise this option.

The REPC proposed by the bank does not include any earnest money, and it requires that closing shall occur on or before November 28. The counteroffer prepared by staff requires \$5,000 in earnest money and pushes closing out to December 19, if needed. We felt that requiring some earnest money is in order, since the CDRA will have some costs (e.g. ALTA title insurance) that we'd want to have covered if the transaction for some reason were to not materialize.

## **III. IMPACT**

### **a. Fiscal**

The CDRA will receive \$250,000 (less closing costs) for the sale of this property. These funds will be attributed to RDA #7. Of course, the stream of revenue from monthly rent (\$1,000/month) will terminate.

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

N/A

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

The lease specifies that closing shall occur within 60 days of the notice of intent, which was received on October 22, 2014. Thus, the counteroffer includes a closing date of December 19.

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

- Real Estate Purchase Contract
- Addendum/counteroffer
- Notice of intent to exercise option to purchase
- Ground lease

**COMMERCIAL  
REAL ESTATE PURCHASE CONTRACT**

This is a legally binding contract. Parties to this contract may agree, in writing, to alter or delete provisions of this contract.  
Seek advice from your attorney or tax advisor before entering into a binding contract.

**EARNEST MONEY RECEIPT**

The Buyer: First National Bank of Layton Offers to purchase the Property described below and delivers as **Earnest Money Deposit \$ 0.00** in the form of check to: N/A, the Brokerage, to be deposited within three business days after Acceptance of this Offer to Purchase by all parties.

XX the Title/Escrow Company identified below.

Title/Escrow Company Founders Title Company of Layton, 748 West Heritage Park Blvd. #202, Layton, Utah 84041

Received by \_\_\_\_\_ on \_\_\_\_\_ (Date) Phone Number 801.773.3747; FAX Number 801.773.8583

**OFFER TO PURCHASE**

1. **PROPERTY:** City: All of Lot 1, SouthPointe Shopping Center, Clearfield, City, Clearfield City, Davis County, Utah.
- 1.1 **INCLUDED ITEMS:** Unless excluded herein, this sale shall include all fixtures presently attached to Property. The following personal property shall also be included in this sale and conveyed under separate Bill of Sale with Warranties as to title: \_\_\_\_\_
- 1.2 **EXCLUDED ITEMS:** These items are excluded from this sale: \_\_\_\_\_

2. **PURCHASE PRICE AND FINANCING.** Buyer agrees to pay for Property as follows:

\$ 0.00 **Earnest Money Deposit**

\$ 0.00 **Loan Proceeds: (See Addendum # 1)**

\_\_\_\_\_ Representing the liability to be assumed by Buyer under an existing assumable loan ( \_\_\_ with \_\_\_ without Seller being released of liability) in this approximate amount with \_\_\_ Buyer \_\_\_ Seller to pay any loan transfer and assumption fees. Any net differences between the approximate balance of the loan shown above and the actual balance at Closing shall then be adjusted in \_\_\_ Cash \_\_\_ other: \_\_\_\_\_.

\_\_\_\_\_ From new institutional financing on terms no less favorable to the Buyer than the following:

\_\_\_\_\_ (interest rate for first period prior to adjustment, if any); \_\_\_\_\_ % (amortization period); \_\_\_ Term. Other than these, the loan terms shall be the best obtainable under the loan for which Buyer applies below.

\$ \_\_\_\_\_ **Financing:** (see attached Seller Financing Addendum)

\$ \_\_\_\_\_ **Other:**

\$ 250,000.00 **Balance of Purchase Price in cash at closing.**

\$ 250,000.00 **TOTAL PURCHASE PRICE**

3. **CLOSING.** This transaction shall be closed on or before November 28, 2014. Closing shall occur when: (a) Buyer and Seller have signed and delivered to each other (or to the Title/Escrow Company), all documents required by this Contract, by Lender, by written escrow instructions signed by the Buyer and the Seller, and by applicable law; (b) the monies required to be paid under these documents have been delivered to the Title/Escrow Company in the form of collected or cleared funds; and (c) the deed which Seller has agreed to deliver under Section 6 has been recorded. Seller and Buyer shall each pay one-half of the escrow Closing fee, unless otherwise agreed by the parties in writing. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated as set forth in this Section. All deposits on tenancies shall be transferred to Buyer at Closing. Prorations set forth in this Section shall be made as of X date of Closing; \_\_\_\_\_ date of possession; \_\_\_\_\_ other \_\_\_\_\_.

4. **POSSESSION.** Seller shall deliver possession to Buyer at Closing.

5. **CONFIRMATION OF AGENCY DISCLOSURE.** At the signing of this Contract the Listing Agent, N/A represent \_\_\_\_\_ Seller \_\_\_\_\_ Buyer, and the Selling Agent N/A represents \_\_\_\_\_ Buyer \_\_\_\_\_ Seller. Buyer and Seller confirm that prior to signing this Contract written disclosure of the agency relationship was provided to him/her.  Buyer's initials ( ) Seller's initials.

6. **TITLE TO PROPERTY AND TITLE INSURANCE.** (a) Seller has, or shall have at Closing, free title to Property and agrees to convey such title to Buyer by XX general \_\_\_\_\_ special warranty deed, free of financial encumbrances as warranted under Section 10.6; (b) Seller agrees to pay for, and furnish Buyer at Closing with a current standard from Owner's policy of title insurance in the amount of the Total Purchase Price; (c) the title policy shall conform with Seller's obligations under subsections (a) and (b) above. Unless otherwise agreed under Section 8.4, the commitment shall conform with the title insurance commitment provided under Section 7.1.

XX Buyer elects to obtain a full-coverage extended ALTA policy of title insurance under 6 (b). The cost of this coverage, above that of a standard Owner's policy, shall be paid for by \_\_\_\_\_ Buyer XX Seller. Also, the cost of a full-coverage

ALTA survey, shall be paid for by \_\_\_ Buyer \_\_\_ Seller.

## 7. SPECIFIC UNDERTAKINGS OF SELLER AND BUYER.

7.1 **SELLER DISCLOSURES.** Seller will deliver to Buyer the following **Seller Disclosures** no later than the number of calendar days indicated below which shall be after Acceptance:

11/10/14 (a) a Seller Property Disclosure for the Property, signed and dated by Seller:

11/10/14 (b) a commitment for the policy of title insurance required under Section 6, to be issued by the title insurance company chosen by Seller including copies of all documents listed as Exceptions on the Commitments.

N/A (c) a copy of all loan documents relating to any loan now existing which will encumber property after Closing:

Seller agrees to pay any charge for cancellation to the title commitment provided under subsection (b).

If Seller does not provide any of the **Seller Disclosures** within the time periods agreed above, Buyer may either waive the particular Seller Disclosure requirement by taking no timely action or Buyer may notify Seller in writing within 5 calendar days after the expiration of the particular disclosure time period the Seller is in Default under this Contract and that the remedies under Section 16 are at Buyer's disposal. The holder of the Earnest Money Deposit shall, upon receipt of a copy of Buyer's written notice, return to **Buyer** the **Earnest Money Deposit** without the requirement of further written authorization from Seller.

8. **CONTINGENCIES.** This offer is subject to Buyer's approving in its sole discretion the **Seller Disclosures**, and **Additional Due Diligence** matter in Section 7.

8.1 Buyer shall have 7 calendar days after the times specific in Section 7.1 and 7.2 for receipt of **Seller Disclosures** and for completion of **Buyer Undertakings** to review the content of the disclosures and the outcome of the undertakings. The latest applicable date under Section 7.1 applies for completing a review of **Additional Due Diligence**.

8.2 If Buyer objects, Buyer and Seller shall have 7 calendar day(s) after receipt of the objections to resolve Buyer's objections. Seller may, but shall not be required to, resolve Buyer's objections. Likewise, Buyer is under no obligation to accept any resolution proposed by Seller. If Buyer's objections are not resolved within the stated time, Buyer may void this Contract by providing Seller written notice within the same stated time. The holder of the **Earnest Money Deposit** shall, upon receipt of a copy of Buyer's written notice, return Buyer's **Earnest Money Deposit** without the requirement of any further written authorization from Seller. If Buyer does not void this Contract, Buyer's objection is deemed to have been waived. This waiver, however, does not affect warranties under Section 10.

8.3 If Buyer does not deliver a written objection to Seller regarding a **Seller Disclosure**, or **Due Diligence** matter within the time provided in Section 8.1 that item will be deemed approved by Buyer.

8.4 Resolution of Buyer's objections under Section 8.2 shall be in writing and shall become part of this Contract.

9. **SPECIAL CONTINGENCIES.** This offer is made subject to:

The terms of attached Addendum # N/A are incorporated into this Contract by this reference.

10. **SELLER'S LIMITED WARRANTIES.** Seller's warranties to Buyer regarding the property are limited to the following:

10.1 When Seller delivers possession of the Property to Buyer, it will be broom-clean and free of debris and personal belongings;

10.2 Seller will deliver possession of the Property to Buyer with the plumbing, plumbed fixtures, cooling, heating, ventilating, electrical and sprinkler (both indoor and outdoor), systems, appliances, and fireplaces in working order;

10.3 Seller will deliver possession of the Property to Buyer with the roof and foundation free of leaks known to Seller;

10.4 Seller will deliver possession of the Property to Buyer with any private well or septic tank serving the Property in working order and in compliance with governmental regulations;

10.5 Seller will be responsible for repairing any of Seller's moving-related damage to the Property;

10.6 At Closing, Seller will bring all financial obligations encumbering the Property which are assumed in writing by Buyer current and all such obligations which Buyer has not assumed will be discharged;

10.7 As of Closing, Seller has no knowledge of any claim or notice of a building, environmental, or zoning code violations regarding the Property which has not been resolved.

11. **VERIFICATION OF WARRANTED AND INCLUDED ITEMS.** After all contingencies have been removed and before Closing, Buyer may conduct a "walk-through" inspection of the Property to determine whether or not items warranted by Seller in Section 10.0, 10.2, 10.3, and 10.4 are in the warranted condition and to verify that items included in Section 1.1 are presently on the Property. If any item is not in the condition, Seller will correct, repair, or replace it as necessary or, with the consent of Buyer and if required by Lender, escrow an amount at Closing to provide for such repair or replacement. Buyer's failure to conduct a "walk-through" inspection or to claim during the "walk-through" inspection that the Property does not include all items referenced in Section 1.1 or is not in the condition warranted in Section 10, shall constitute a waiver of Buyer's rights under Section 1.1 and of the warranties contained in Section 10.

12. **CHANGES DURING TRANSACTION.** Seller agrees that no changes in any existing leases shall be made, no new leases entered into, and no substantial alterations or improvements to the Property shall be undertaken without the written consent of the Buyer.

13. **AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind Buyer or Seller and the heirs or successors in interest to Buyer or Seller. If the Seller is not the vested Owner of the Property but has control over the vested Owner's disposition of the Property, the Seller agrees to exercise this control and deliver title under this Contract as if the vested Owner had signed it.

14. **COMPLETE CONTRACT.** This instrument (together with its Addenda, any attached Exhibits, and Seller Disclosures) constitutes the entire Contract between the parties and supersedes all prior dealings between the parties. This Contract cannot be changed except by written agreement of the parties.

15. **DISPUTE RESOLUTION.** The parties agree that any dispute or claim relating to this Contract, including but not limited to the disposition of the Earnest Money Deposit and the breach or termination of this Contract, shall first be submitted to mediation in accordance with the Utah Real Estate Buyer/Seller Mediation Rules of the American Arbitration Association. Each party agrees to bear its own costs of mediation. Any agreement signed by the parties pursuant to the mediation shall be binding. If mediation fails, the procedures applicable and remedies available under this Contract shall apply. Nothing in this *Section* shall prohibit the Buyer from seeking specific performance by the Seller by filing a complaint with the court, serving it on the Seller by means of summons or as otherwise permitted by law, and recording a lis pendens with regard to the action provided that the Buyer permits the Seller to refrain from answering the complaint pending mediation. Also, the parties may agree in writing to waive mediation.

16. **DEFAULT.** If Buyer defaults, Seller may elect to either retain the Earnest Money Deposit as liquidated damages or to return the Earnest Money Deposit and sue Buyer to enforce Seller's rights. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect to either accept from Seller as liquidated damages a sum equal to the Earnest Money Deposit or sue Seller for specific performance and/or damages. If Buyer elects to accept the liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand. Where a *Section* of this Contract provides a specific remedy, the parties intend that the remedy shall be exclusive regardless of rights, which might otherwise be available under common law.

17. **ATTORNEY'S FEES.** In any action arising out of this Contract, the prevailing party shall be entitled to costs and reasonable attorney's fees.

18. **DISPOSITION OF EARNEST MONEY.** The Earnest Money Deposit shall not be released unless it is authorized by: (a) Section 7.1, 7.2 and 8.2; (b) separate written agreement of the parties, including an agreement under *Section 15* if (a) does not apply; or (c) court order; (d) See Addendum #1.

19. **ABROGATION.** Except for express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

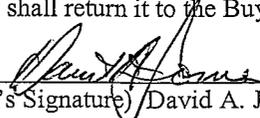
20. **RISK OF LOSS.** All risk of loss or damage to the Property shall be borne by Seller until Closing.

21. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in this transaction. All parties must agree to extension in writing. Performance under each *Section* of this Contract, which references a date, shall be required absolutely by 5:00 P.M., Mountain Time on the stated date.

22. **COUNTERPARTS AND FACSIMILE (FAX) DOCUMENTS.** This Contract may be signed in counterparts, and each counterpart bearing an original signature shall be considered one document with all others bearing original signature. Also, facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original.

23. **ACCEPTANCE.** Acceptance occurs when Buyer or Seller, responding to an offer or counteroffer of the other; (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or the other party's agent that the offer or counteroffer has been signed as required.

24. **OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by 5:00 PM Mountain Time 29 October 2014, this offer shall lapse; and the holder of the **Earnest Money Deposit** shall return it to the Buyer.

  
\_\_\_\_\_  
(Buyer's Signature) David A. Jones, Sr. Vice President

22 October 2014  
\_\_\_\_\_  
(Offer Reference Date)

First National Bank of Layton  
\_\_\_\_\_  
Buyer's Name (Please Print)



**ADDENDUM NO. 1  
TO  
REAL ESTATE PURCHASE CONTRACT**

**THIS IS AN**  **ADDENDUM**  **COUNTEROFFER** (hereinafter referred to as the "ADDENDUM") to that certain REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of October 22, 2014, including all prior addenda and counteroffers, between First National Bank of Layton, as Buyer, and Clearfield City Redevelopment Agency Corporation, as Seller, regarding Property located at 690 South State Street, Clearfield, Utah 84015. The following terms are hereby incorporated as part of the REPC:

1. The Earnest Money Deposit shall be \$5,000.00.
2. Closing shall occur on or before December 19, 2014.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, the terms of this ADDENDUM shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM or previous addenda or counteroffers shall remain the same. Buyer shall have until 5:00  AM  PM Mountain Time on October 31, 2014, to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth and/or confirmed in this ADDENDUM shall lapse.

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Buyer's Signature

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

**ACCEPTANCE:**  Seller  Buyer hereby accepts the terms of this ADDENDUM.

**COUNTEROFFER:**  Seller  Buyer presents as a counteroffer to the terms of ADDENDUM No. \_\_\_

\_\_\_\_\_  
Signature (Date) (Time)

\_\_\_\_\_  
Signature (Date) (Time)

**REJECTION:**  Seller  Buyer rejects the foregoing ADDENDUM.

\_\_\_\_\_  
Signature (Date) (Time)

\_\_\_\_\_  
Signature (Date) (Time)



Credit Administration  
1601 North Hill Field Road  
Layton, UT 84041

October 22, 2014

Clearfield City Hall  
JJ Allen, Assistant City Manger  
5 South State Street  
Clearfield, Utah 84015

Delivered via email: JJ.Allen@clearfieldcity.org

RE: Clearfield City Redevelopment Agency  
Ground lease purchase option

Dear, Mr. Allen,

First National Bank of Layton entered into a ground lease in January 1996 for the land identified as: All of Lot 1, Southpointe Shopping Center containing 0.87 acres. Parcel number 12-434-0001

Article XI, Option to Purchase grants the option for the tenant after the first three years of the term of the lease to have the exclusive and irrevocable option to purchase the lease land.

In compliance with Article XI paragraph 11.2, please consider this the required 30 days written notice from the tenant to landlord of First National Bank of Layton's intent to purchase the subject land.

Article XI paragraph 11.1 established the land purchase price of \$250,000.00

It is the understanding of First National Bank that the Clearfield City Redevelopment Agency would prefer to use Founders Title Company. We will make arrangements for the Founders Title Company to handle the closing.

Respectfully,

David A. Jones  
Senior Vice President  
First National Bank of Layton

## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT is made and entered into as of the \_\_\_ day of January, 1996, by and between the Clearfield City Redevelopment Agency ("Landlord"), and First National Bank of Layton ("Tenant").

### RECITALS

A. Landlord owns fee simple marketable title to certain real property located in Clearfield City, Davis County, State of Utah, consisting of approximately one acre of real property at approximately 690 South State Street and more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Leased Land").

B. Landlord desires to lease to Tenant the Leased Land for the construction of an anticipated bank branch of Tenant or any other lawful purposes, and Tenant desires to lease the Leased Land for any of such purposes.

C. Landlord and Tenant desire to enter into a written ground lease agreement setting forth the terms, conditions and restrictions under which the Leased Land is to be leased, and further granting Tenant an option to purchase fee simple title to the Leased Land on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, Landlord and Tenant agree as follows:

### ARTICLE I

#### DESCRIPTION, TERM, AND RENT

**1.1. Leased Land; Appurtenances and Access Easements.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Land together with any and all easements rights of way, and appurtenances thereto subject to the terms and conditions of this Lease.

**1.2. Term.** The initial term of this Lease shall be for a period of Thirty (30) years (the "Primary Term"), commencing on the 1st day of February, 1996 (the "Commencement Date"), and ending on the 30th day of January, 2026, unless sooner terminated pursuant to the provisions hereof.

**1.3. Rent and Rent Adjustments.**

(a) **Rent.** Tenant agrees to pay monthly rental in advance ("Rent") to Landlord during the Term for the Leased Land and for the rights and privileges granted Tenant under this Lease, at the time and place and in the manner specified herein, in the amount of One Thousand Dollars (\$1,000.00) per month.

(b) **Place of Rent Payments.** All payments of Rent required to be paid to Landlord under the terms of this Lease shall be made in lawful money of the United States, free from all claims, demands, deductions, abatements, set-offs, prior notices, or counterclaims of any kind or character, and shall be payable to Landlord, c/o Clearfield City Treasurer, 140 East Center Street, Clearfield, Utah 84015, or at such other place or places as may from time to time be designated by Landlord by written notice given to Tenant.

(c) **Late Charges and Interest.** Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Leased Land. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within fifteen (15) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to five (5%) percent of such overdue amount, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant.

(d) **Rent Adjustment.** After the end of the first five (5) years of the Primary Term, and at the end of each five year period thereafter, monthly rent shall be increased for the following five year portion of the Primary Term by an amount equal to five percent (5%) of the amount of the rent which had been in effect for the prior five (5) year period.

## **ARTICLE II**

### **USE OF LEASED LAND AND CONSTRUCTION**

2.1. **Use of Leased Land.** Tenant may use the Leased Land for any lawful purpose.

2.2. **Demolition of Structures.** Tenant may at its sole option, demolish any existing or future structures or improvements on the Leased Land in connection with Tenant's development and use of the Leased Land.

2.3. **Compliance with Laws.** Tenant shall not bring or cause or permit to be brought or kept on the Leased Land anything which will in any way conflict with any law, ordinance, rule, or regulation, or commit or suffer to be committed any waste upon the Leased Land, or use or allow the Leased Land to be used for any unlawful purpose.

2.4. **Tenant's Signs.** The Tenant may place signs on the Leased Land in its discretion, provided that such signs comply with governmental rules and ordinances.

**2.5. Title to Buildings.** Title to any Building and appurtenances thereto on the Leased Land and all other improvements and fixtures constructed or placed on the Leased Land by Tenant in conjunction with the construction, use or occupancy of the Building shall be and remain in Tenant. Tenant shall have the right, to make alterations, changes, and repairs to the Building as Tenant shall deem appropriate and to install such fixtures, equipment and appurtenances as Tenant shall deem appropriate. Tenant shall have a right to utilize the Leased Land, either directly or through its subtenants, for any lawful purpose. Subject to Tenant's option to purchase the Leased Land as set forth herein, title to the Building and all such permanent improvements, and fixtures shall automatically revert to Landlord upon the expiration of the Term or other termination of this Lease, unless such termination is in connection with Tenant's exercise of its option to purchase the Leased Land. Tenant covenants and agrees that upon expiration of the Term or other termination of this Lease, unless such termination is in connection with Tenant's exercise of its option to purchase the Leased Land, it will yield up and deliver the Leased Land with any such buildings, permanent improvements, and fixtures upon the Leased Land at such time free and clear of all liens and encumbrances of any kind. Any provisions of this Lease notwithstanding, Tenant shall be entitled to remove trade fixtures, equipment and personal property located in the Building on the condition and with the agreement that Tenant shall restore the Building and any fixtures and improvements therein to the condition it was in prior to the removal of such trade fixtures, equipment, and personal property, normal wear and tear excepted.

### ARTICLE III

#### MAINTENANCE, REPAIRS, AND ALTERATIONS

**3.1. General Maintenance and Repair.** Throughout the Term, Tenant shall, at Tenant's sole cost and expense, maintain the Building and any other improvements constructed on the Leased Land in first class condition and repair and in accordance with all applicable laws, rules, ordinances, orders, and regulations of federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction.

**3.2 Taxes and Insurance.** Tenant shall also pay directly to the appropriate authority, all Real Estate taxes (as defined below) and, insurance premiums, including taxes on, and premiums related to, the land, building and improvements thereon. Said insurance provided by Tenant shall include all insurance premiums for fire, liability, loss of rents insurance, and any other insurance and endorsement which may include any direct physical loss or multi-peril endorsement, and any other insurance that Tenant or Tenant's lender deems necessary, on the Leased Land and all improvements. For the purpose of this Lease, the term "Real Estate Taxes" shall include all real estate taxes and assessments or equivalent privilege taxes and assessments, whether special or general and including any road improvement district, water improvement district, local improvement district, if any; any other utility installation hookup, tie in or similar charges or assessments that are levied upon and/or assessed against the Leased Land.

**3.3. Governmental Authorities.** During the Term, Tenant shall promptly comply with all applicable laws, regulations, ordinances, requirements, and orders of governmental authorities relating to the Leased Land and any improvements thereon, including but not limited to the making, at its sole expense, of any installation, alteration, modification, change, or repair, whether structural or otherwise; provided, however, that nothing in this section shall be construed to eliminate Tenant's right to challenge the validity, applicability, or interpretation of any such law, regulation, ordinance, requirement, or order and to defer compliance until the challenge is completed.

## ARTICLE IV

### MORTGAGES AND LEASEHOLD LIENS

**4.1. Encumbrance by Tenant.** So long as Tenant shall not be in default under the terms of this Lease at the time of the granting, and subject to the terms hereof, Tenant shall have the right to grant a mortgage or trust deed lien upon or a security interest in its leasehold estate under this Lease and the Building and any other improvements constructed by Tenant on the Leased Land (a "Leasehold Lien"); provided that each such Leasehold Lien shall be subordinate and subject to this Lease and to Landlord's reversionary interest in the Building and Leased Land. Any Leasehold Lien shall not be for a period exceeding the Term. Tenant shall make payment when due and before delinquency of all principal, interest, and other charges for which Tenant may be or become obligated under any obligations secured by or contained in a Leasehold Lien.

**4.2. Certificates of Lease Status.** Each party agrees, at any time and from time to time, upon receipt of not less than twenty (20) days' prior written request from the other party to execute, acknowledge, and deliver to the other party a statement in writing, certifying, if such is the case, that this Lease is then unmodified and unamended and that the Lease is in full force and effect. If there have been modifications or amendments to this Lease, said statement shall certify that the Lease is in full force and effect as then modified and amended, and shall set forth or attach such modifications and amendments in full. Said statement shall further state the dates to which the basic rental or other charges have been paid, and whether or not there is any existing default by either party with respect to any covenant, promise, or agreement on the part of such party under this Lease, and also whether a notice of such default has been served on the defaulting party. If any such statement contains a claim of non-performance or default by a party, the nature and extent of such non-performance, insofar as actually known by the party delivering the statement, shall be summarized in the statement.

## ARTICLE V

### INSURANCE AND INDEMNIFICATION

**5.1. Duty to Insure.** Throughout the Term, at Tenant's sole cost and expense, Tenant shall keep or cause to be kept insured for the mutual benefit of Landlord and Tenant, all improvements erected by Tenant on the Leased Land against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for commercial structures, including vandalism and malicious mischief. The amount of the insurance shall be sufficient to prevent either Landlord or Tenant from becoming a coinsurer under the provisions of the policies, but in no event shall the amount be less than one hundred percent (100%) of the then actual replacement cost excluding costs of replacing excavations and foundations but without deduction for depreciation (herein called full insurable value). Landlord shall not carry any insurance the effect of which would be to reduce the protection or payment to Tenant under any insurance that this Lease obligates Tenant to carry. If any dispute whether the amount of insurance complies with the above requirements cannot be resolved by agreement, Landlord may, not more often than once every twelve (12) months, request the carrier of the insurance then in force to determine the full insurable value, and the resulting determination shall be conclusive between the parties for the purpose of this section.

**5.2. Proceeds of Insurance.** Landlord shall, at Tenant's cost and expense, cooperate fully with Tenant to obtain the largest possible recovery, and all policies of fire and extended coverage insurance required by the previous paragraph shall provide that the proceeds shall be paid directly to Tenant and shall be the sole property of Tenant.

**5.3. Public Liability Insurance.** Throughout the Term, at Tenant's sole cost and expense, Tenant shall keep or cause to be kept in force, for the mutual benefit of Landlord and Tenant, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, disuse, or condition of the Leased Land, improvements, or adjoining areas or ways, providing protection of at least Five Hundred Thousand Dollars (\$500,000) for bodily injury or death to any one person, at least One Million Dollars (\$1,000,000) for any one accident or occurrence, and at least Two Hundred Fifty Thousand Dollars (\$250,000) for property damage.

**5.4. Policy Form; Content; Insurer.** All insurance required by express provisions of this Lease shall be carried only by responsible insurance companies licensed to do business in the State of Utah. Tenant shall furnish Landlord with copies of all such policies promptly on receipt of the copies, or with certificates evidencing the insurance. Tenant may provide any insurance required or permitted under this Lease by blanket policy covering the Leased Land, including improvements thereon, and any other properties.

## **5.5. Indemnification.**

(a) **Defense and Payment of Claims.** Tenant agrees to defend, indemnify, and hold Landlord harmless together with all of its servants, agents, or employees, from and against all liability, loss or costs incurred, including reasonable attorneys' fees, arising out of or relating to injuries or deaths of persons or damages to property caused by Tenant's acts or omissions to act, use of, or occupancy of the Leased Land, or as the result of Tenant's operations on the Leased Land, whether prior or subsequent to the commencement of the term of this Lease. Each party hereto shall give to the other parties prompt and timely notice of any claim or suit instituted coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party, and all parties shall have the right to participate in the defense of the same to the extent of each party's own interest. Such indemnification, however, shall not extend to liability or loss arising solely out of Landlord's activities, if any, upon the Leased Land.

(b) **Mechanics' Liens.** In the event any mechanics' or other liens or orders for the payment of money shall be filed against the Leased Land or the Building or any other improvements thereon by reason of or arising out of any labor, material furnished or alleged to have been furnished, or to be furnished to, for or at the request of, Tenant or its agents or contractor on the Leased Land, Tenant shall, within thirty (30) days after it receives notice or knowledge thereof, either pay or bond against the same or provide for the discharge thereof in such manner as may be provided by law. Tenant shall also defend on behalf of Landlord at Tenant's sole expense, any action, suit or proceeding which may be brought thereon, or for the enforcement of such liens or orders, and Tenant shall pay any damage and discharge any judgment entered therein and save harmless Landlord from any and all claims or damages resulting therefrom. Landlord reserves the right, however, to defend or to direct the defense of any such suit or proceedings. Tenant shall pay all expenses of such defense, including attorneys' fees, and shall pay any damage and discharge any judgment entered therein and save Landlord harmless from any and all claims or damages resulting therefrom.

(c) **Resisting Claims.** In the event Tenant shall desire to resist any mechanics' or materialmen's liens, or any other claim against the hereinabove described premises on account of building, rebuilding, repairing, reconstruction or otherwise improving the Leased Land, Tenant shall have the right to do so, provided Tenant shall first place funds into escrow in an amount sufficient to pay said claim or lien, with said escrow directed to pay such lien or lien in the event of a result adverse to Tenant, or provide for a bond or other financial arrangement sufficient to assure payment of the claim or lien.

## ARTICLE VI

### TAXES, ASSESSMENTS, LIENS, AND ENCUMBRANCES

Tenant shall be responsible to pay and discharge all taxes and assessments to the extent accrued, levied, or coming into existence after the completion of the Building which may become a lien upon or which may be levied by the State, County, or any other tax levying body upon the Leased Land or improvements thereon erected by Tenant or property located thereon or therein as set forth above. Tenant shall also be responsible for all insurance premiums, and or all liabilities, charges, fees, obligations, liens, and encumbrances associated with or relating to the existence and use by Tenant of the Leased Land including, but not limited to, all assessment installments due or payable after the date of this Lease. All payments of taxes or assessments or both, except permitted installment payments, shall be prorated between Landlord and Tenant for the initial lease year and for the year in which the Lease terminates. Tenant may, in its own name, or to the extent necessary under Landlord's name, contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any tax, assessment or fine pertaining to the Leased Land, or to any improvement on the Leased Land, and in the event Tenant does in good faith contest the applicability or validity of any tax, assessment, or fine, Landlord will cooperate in such contest whenever possible with Tenant; provided that such contest will not subject any part of the Leased Land to risk of forfeiture or loss. If at any time payment of the whole or any part of such tax, assessment, or fine shall become necessary in order to prevent any such forfeiture or loss, Tenant shall pay the same or cause the same to be paid in time to prevent such forfeiture or loss.

## ARTICLE VII

### CONDEMNATION

#### **7.1. Definitions.**

(a) "Condemnation" means (i) the exercise of any governmental power, whether by legal proceedings or otherwise, by any condemnor and (ii) a voluntary sale or transfer by Landlord to any condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

(b) "Date of taking" means the date the condemnor has the right to possession of the property being condemned.

(c) "Award" means all compensation, sums, or anything of value awarded, paid, or received on a total or partial condemnation.

(d) "Condemnor" means any public or quasi-public authority or private corporation or individual having the power of condemnation.

**7.2. Parties' Rights and Obligations to be Governed by Lease.** If, during the Term or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Building, other improvements, or Leased Land or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined pursuant to the following paragraphs.

**7.3. Total Taking.** If the Leased Land and all improvements thereon are totally taken by condemnation, this Lease shall terminate on the date of taking.

**7.4. Partial Taking.** If only a portion of the Leased Land or of any improvements is taken by condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if (i) the remaining Leased Land or improvements could not be economically and feasibly used by Tenant, and (ii) a reasonable amount of reconstruction (taking into account costs associated therewith, including unavoidable loss of use of portions of the Leased Land and rentals accruing hereunder during reconstruction) would not make the remaining Leased Land and improvements reasonably suited for Tenant's continued occupancy for the uses and purposes for which the Leased Land has been leased.

If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate pursuant to this section by giving notice to Landlord within thirty (30) days after the nature and the extent of the taking have been finally determined. If Tenant elects to terminate this Lease as provided in this section, Tenant shall also notify Landlord of the date of termination, which date shall not be earlier than ninety (90) days nor later than one hundred eighty (180) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the date of taking if the date of taking falls on a date before the date of termination as designated by Tenant. If Tenant does not terminate this Lease within the thirty (30) day period, this Lease shall continue in full force and effect, except that Rent from and after the effective date of the taking shall be reduced by a proportion equal to the ratio of the area of the Leased Land taken to the total area of the Leased Land immediately prior to the taking and that Rent shall be similarly reduced for purposes of future Rent adjustments.

**7.5. Award Distribution.** If proceeds of condemnation are awarded separately to Landlord and Tenant based on their respective interests in the Leased Land, the Building, and any improvements, each party shall retain its own award. In the event of a single condemnation award, however, the award shall be apportioned between the parties as follows: Landlord shall be entitled to the value of any portion of the Leased Land taken determined as if the Leased Land were unimproved and unencumbered by this Lease, and the balance of any award, if any shall go to Tenant.

## ARTICLE VIII

### DEFAULT PROVISIONS; REMEDIES; ATTORNEYS' FEES

**8.1. Default by Tenant.** Each of the following shall be deemed an event of default by Tenant and a breach of this Lease:

(a) **Rent or Other Payments.** If Tenant shall default in the payment of rent or other payments hereunder when due according to the terms of this Lease and shall not have fully corrected the same within fifteen (15) days after notice thereof has been sent by Landlord to Tenant.

(b) **Other Covenants or Conditions.** If Tenant shall default in the performance or observance of any other covenant or condition of this Lease or of any note, deed of trust, or other document relating to the financing of the Building to be performed or observed by Tenant, whether or not Landlord is a party to any such documents, and Tenant shall not have fully corrected the same within thirty (30) days after notice thereof has been sent by Landlord to Tenant.

**8.2. Remedies in Default.** In the event of any default by Tenant, Landlord may exercise the following remedies:

(a) **Terminate the Lease and Tenant's Rights to Possession.** By written notice to Tenant, Landlord may terminate this Lease, re-enter the Leased Land by process of law, remove all parties in possession thereof therefrom and repossess said Leased Land.

(b) **Continue the Lease.** Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Leased Land. In such event, Landlord shall be entitled to enforce all Landlord's rights and remedies under this Lease, including the right to recover the Monthly Rent and any other charges and common area expenses as may become due hereunder; or

(c) **Cure by Landlord in behalf of the Tenant.** It is further agreed that Landlord, at any time after Tenant commits a default, may cure the default at Tenant's cost, and otherwise take such action with respect thereto as Landlord shall deem reasonably necessary and Landlord shall have no liability therefor. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sums, or if Landlord incurs any expense, including attorneys' fees, in instituting proceedings, or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or expense paid by Landlord, with all interest, costs and damages, shall be due immediately from Tenant to Landlord at the time the same is paid, and if not so immediately paid by Tenant, shall bear interest as hereinafter provided.

(d) **Other Remedies.** Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Leased Land are located,

including but not limited to the right to assess against Tenant an amount equal to the attorneys' fees incurred by Landlord in collecting any rent or other payment due hereunder, which amount shall be due in full within ten (10) days of Tenant's receipt of the assessment by Landlord.

**8.3. Removal of Tenant's Property.** In the event Landlord lawfully re-enters the Leased Land as provided herein, Landlord shall have the right, but no obligation, to remove all the personal property located therein and to place such property in storage at the expense and risk of owners thereof, with the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, the balance, if any, to be paid to Tenant.

**8.4. Remedies - Cumulative.** Landlord's remedies hereunder are cumulative and the Landlord's exercise of any right or remedy due to a default or breach by Tenant shall not be deemed a waiver of, or to alter, affect or prejudice any right or remedy which Landlord may have under this Lease or by law or in equity. Neither the acceptance of Minimum Monthly Rent nor any other acts or omission of Landlord at any time after the happening of any event authorizing the cancellation or forfeiture of this Lease, shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof, or to deprive Landlord of its right to cancel or forfeit this Lease upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as to stop Landlord from promptly exercising any other option, right or remedy that it may have under this Lease, at law or in equity.

**8.5. Attorneys' Fees.** In the event of any default by either party hereunder, the other party shall be entitled to recover from the defaulting party, in addition to any other remedies, relief, or damages to which the non-defaulting party may be entitled hereunder or under applicable law, all costs, including reasonable attorneys' fees, incurred in enforcing its rights hereunder, recovering possession of the Leased Land or any improvements, or recovering damages for the breach hereof, whether incurred through litigation or otherwise.

## **ARTICLE IX**

### **COVENANTS AND WARRANTIES**

Except as otherwise expressly provided in this Lease, Tenant agrees to take possession of the Leased Land in an "as is" condition, provided however, that Landlord covenants, represents and warrants as follows:

**9.1. Title.** That Landlord has good and marketable title to the Leased Land and said title is free and unencumbered except as indicated on Exhibit B hereto, and that there are no existing taxes or assessments which are or may become a lien upon the Leased Land or any present liabilities, charges, fees, obligations, liens, or encumbrances associated with or relating

to the existence and use of the Leased Land of which Landlord has not notified Tenant other than current annual ad valorem real property taxes. Landlord's right, title, and interest in and to the Leased Land, except for this Lease, shall not be subordinated or subject to any other claim or interest of Tenant or to any other claim or interest of any mortgagee or other creditor in connection with the financing of the improvements to be constructed on the Leased Land.

**9.2. Right to Execute.** That Landlord has full right and power to execute and perform this Lease and to grant the estate leased herein and the rights, easements, privileges, appurtenances, and hereditaments belonging or pertaining thereto, including without limitation the Option to Purchase set forth below.

**9.3. Peaceful Enjoyment.** That Tenant, on paying the rent herein reserved and performing the covenants and provisions hereof on its part to be performed, shall peacefully and quietly have and enjoy the Leased Land, and all such existing rights, easements, privileges, appurtenances, and hereditaments belonging or pertaining thereto, during the Term; provided, however, that Landlord does not warrant that a governmental authority may not at some time during the Term, without the consent or permission of Landlord, pass ordinances or perform acts which may be prejudicial to Tenant through no fault of Landlord, and provided further that Landlord agrees to join with Tenant in protest or opposition to such ordinances or acts, the expenses of such opposition to be borne by Tenant.

**9.4. Environmental Status of Property.** Landlord represents and warrants that the Leased Land has not been used by Landlord or any previous owners or operators to generate, manufacture, refine, transport, treat, store, handle or dispose of toxic materials, hazardous substances or hazardous waste, and no such substances exist thereon. Landlord agrees to indemnify Tenant and hold Tenant harmless in the event such representation and warranty is incorrect.

## ARTICLE X

### ASSIGNMENT, SUBLETTING AND SALE

Tenant may assign this Lease including the Option to Purchase set forth below, or may sublet its interest in the Leased Land upon written notice to Landlord. In the event of any assignment or subletting of this Lease, the assignee or subtenant shall be subject to all of the terms of this Lease, and Landlord shall be subject only to those obligations and shall enjoy such rights and privileges as are set forth in this Lease. It is expressly agreed that Landlord may require, as a condition of such assignment or subletting, that the Tenant agree to remain liable for the performance of all obligations and covenants of Tenant's assignee(s) or subtenant(s) under this Lease.

## ARTICLE XI

### OPTION TO PURCHASE

**11.1. Option.** After the first three years of the term of this Lease, and throughout the remainder of the Term, Tenant shall have the exclusive and irrevocable option to purchase the Leased Land and any and all interest of Landlord in any buildings, fixtures or improvements thereon, including without limitation, any and all reversionary interest of Landlord in such buildings, fixtures and improvements by virtue of the Lease for the total sum of \$250,000.00. This option shall be binding on the successors, assigns and affiliates of Landlord, including the City of Clearfield, Utah.

**11.2. Exercise.** The option shall be exercised by Tenant at any time upon thirty (30) days written notice from Tenant to Landlord

**11.3. Closing.** Closing to occur within sixty (60) days of Tenant's delivery of notice to Landlord that Tenant intends to exercise the option. Landlord agrees to convey all interests of Landlord by general Warranty Deed, and to provide Tenant with a standard ALTA Owner's Policy of Title Insurance at Landlord's expense.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

**12.1. Inspection by Landlord.** Landlord may enter upon the Leased Land at any reasonable time for any purpose necessary, incidental to, or connected with verification of the performance of Tenant's obligations hereunder, but subject to any provisions with respect thereto otherwise contained herein.

**12.2. Negation of Partnership.** Nothing in this Lease shall be construed to render Landlord in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of landlord and tenant, nor shall this Lease be construed to authorize either to act as agent for the other except as expressly provided to the contrary in this Lease.

**12.3. Corporate Authority.** Each individual executing this Lease on behalf of an entity or corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity, in accordance with a duly adopted resolution of the governing body of said entity or the board of directors of said corporation authorizing and consenting to this Lease and specifically authorizing the designated officers signing this Lease to execute, acknowledge and deliver the said Lease without the consent of any other officer or officers; resolving that such action and execution is in accordance with the governing documents

and/or bylaws of said entity or other corporation; and, resolving that this Lease is binding upon said parties in accordance with its terms.

**12.4. Tenant Certificates.** Tenant shall at any time and, from time to time upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is in full force and effect, and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord or Tenant hereunder, or specifying such defaults if any are claims; (c) setting forth the date of commencement of rents and expiration of the Lease Term hereof; (d) and any other information reasonably requested by Landlord.

**12.5. Controlling Law.** This lease shall be deemed to be made and shall be construed in accordance with the laws of the State of Utah.

**12.6. Surrender of Possession.** Subject to Tenant's option to purchase the Leased Land as set forth herein, Tenant agrees to yield and deliver to Landlord possession of the Leased Land, the Building, and all other improvements on the Leased Land at the termination of this Lease, or as otherwise provided herein, in good condition and in accordance with the express obligations provided herein, except for reasonable wear and tear, and Tenant shall execute and deliver to Landlord a good and sufficient document of relinquishment, if and when requested.

**12.7. Successors.** This Lease shall bind and inure to the benefit of any heirs, successors or assigns of Landlord and any successors or permitted assignees of Tenant, whether resulting from any merger, consolidation, reorganization, assignment, foreclosure, or otherwise.

**12.8. Headings.** The article and section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Lease.

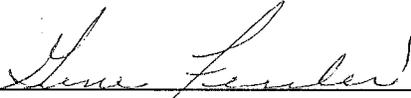
**12.9. Notices.** All notices required to be given to either party under the terms of this Lease shall be given by certified mail, return receipt requested, postage prepaid, addressed to such party at such party's address set forth above, or at such other addresses as such party may designate in writing delivered to the other.

**12.10. Recording.** Landlord and Tenant agree to execute and have acknowledged, and Tenant agrees to deliver to Landlord, a memorandum of this Lease in the form attached hereto as Exhibit C. Such memorandum shall be recorded with the County Recorder of Davis County.

IN WITNESS WHEREOF, the parties have caused this Ground Lease Agreement to be executed as of the above stated date.

LANDLORD:

CLEARFIELD CITY  
REDEVELOPMENT AGENCY

By   
Gene Fessler, Chairman

TENANT:

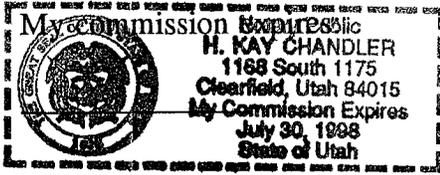
FIRST NATIONAL BANK OF LAYTON

By   
Howard Holt  
Chief Executive Officer

NOTARY

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF DAVIS        )

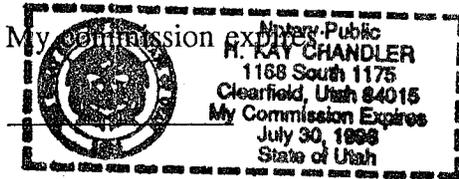
The foregoing instrument was acknowledged before me this 29 day of January, 1996, by Gene Fessler in his capacity as Chairman of the Clearfield City Redevelopment Agency.



H. Kay Chandler  
Notary Public  
Residing at: \_\_\_\_\_

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF DAVIS        )

Howard Holt  
The foregoing instrument was acknowledged before me this 29 day of January, 1996, by Howard Chief Executive Officer, the President of First National Bank of Layton.



H. Kay Chandler  
Notary Public  
Residing at: \_\_\_\_\_

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**EXHIBIT A**

**Legal Description**

[The parties agree that a precise metes and bounds description of the Leased Land will be attached subsequently as soon as the Landlord completes a survey, and the Tenant reviews and approves it.]

**EXHIBIT B**

**Title Exceptions and Encumbrances**

[List of Permitted title exceptions, to be attached by Tenant after receipt of title report]