

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
April 28, 2015 – POLICY SESSION

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

6:00 P.M. WORK SESSION

Discussion on the Request for Proposal (RFP) for Residential Solid Waste Services
and Recyclables Collection Services
Discussion on the Award of Bid for Asbestos Abatement at 310 South 500 East and 559 South Main Street
Discussion on the Award of Bid for Demolition of Buildings at 310 South 500 East and 559 South Main Street
Discussion on the Award of Bid for the Clearfield City Monument Sign Project
Discussion on the 2015/2016 Fiscal Year Budget

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

CDRA WORK SESSION

Discussion on the 2015/2016 Fiscal Year Budget

*(Any items not fully 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 Young
March 3, 2015 – Work Session
March 10, 2015 – Work Session
March 24, 2015 – Work Session
April 7, 2015 – Work Session
April 14, 2015 – Policy Session
April 21, 2015 – Work Session

PUBLIC HEARING:

1. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE PROPOSED
REZONE FOR PROPERTY LOCATED AT APPROXIMATELY 1365 WEST
25 NORTH FROM R-1-8 (RESIDENTIAL) TO A-1 (AGRICULTURAL)**

BACKGROUND: The property is located directly adjacent to the Rocky Mountain Power corridor and abuts a Clearfield City storm water detention basin and is currently zoned R-1-8, Residential. It was formerly part of a single lot with a single family home. In February 2007, the property was subdivided through an amended plat. The agricultural use of this property is a nonconforming use. The property owner would like to continue to use the property as permitted

in the City's (A-1) Agricultural Zone, and has requested to construct an accessory building on it. Pursuant to Title 11, Chapter 17 of the City Code, in order to allow additional agricultural development of the property (adding accessory buildings, etc.), rezoning the property to (A-1) Agricultural would be necessary to allow the construction. The rezone would make an existing nonconforming agricultural use conform to the zoning for the parcel. The Planning Commission heard this item on Wednesday, April 1, 2015 and recommended approval.

RECOMMENDATION: Open the public hearing, receive public comment, and close the public hearing.

2. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A PROPOSED AMENDMENT TO THE GENERAL PLAN'S FUTURE LAND USE MAP TO CHANGE THE DESIGNATION FROM COMMERCIAL TO RESIDENTIAL FOR PROPERTY LOCATED AT APPROXIMATELY 880 SOUTH STATE STREET

BACKGROUND: The property is a redevelopment site and is the former location of three single family homes which had been converted to office space for Davis Behavioral Health. In 2014, Clearfield City partnered with Davis Behavioral Health to remove the old, dilapidated structures on the site. A subdivision plat combining the lots was approved in December 2014. The applicant has proposed a townhome project consisting of approximately 47 units designed to have street presence along State Street. The General Plan's Future Land Use Map currently designates this area of the City as a "Commercial" land use category which permits only C-1 or C-2 zoning. The Commercial Land Use Category within the General Plan does not allow any Residential Zones. In order to develop any residential projects on the property, the General Plan's Future Land Use Map would need to be amended. The applicant has requested a change to the General Plan's Future Land Use Map to have this property designated as a "Residential" land use category. The Planning Commission recommended approval during its meeting on Wednesday, April 1, 2015.

RECOMMENDATION: Open the public hearing, receive public comment, and close the public hearing.

3. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A PROPOSED REZONE FOR PROPERTY LOCATED AT APPROXIMATELY 880 SOUTH STATE STREET FROM C-2 (COMMERCIAL) TO R-3 (RESIDENTIAL)

BACKGROUND: The proposed rezone of the property would be contingent upon and only subsequent to approval of the General Plan Amendment of the previous agenda item. The applicant is requesting a rezone of the property from C-2 (Commercial) to R-3 (high density Residential).

RECOMMENDATION: Open the public hearing, receive public comment, and close the public hearing.

4. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A PROPOSED FINAL SUBDIVISION PLAT FOR PROPERTY LOCATED AT APPROXIMATELY 938 SOUTH 2000 EAST

BACKGROUND: The applicant has been working with City staff to identify development specifics such as drainage, retention and parking within this proposed project. Based on a request

from Mr. Hansen, the item was tabled at the Planning Commission meeting held on March 4, 2015 and continued to its April 1, 2015 meeting. A more complete set of plans has come in for review which consists of 32 lots designed for twin home development (there is one single home and one tri-plex), two commercial pad sites along 2000 East (University Park Boulevard), and the remainder of the property held as 'Common Area' which will be required to be maintained through a Homeowners Association (HOA). The plat should reflect the creation of a Homeowners Association with a note that Common Areas will be maintained by the HOA in perpetuity. The site is served by a single public road which will be designed to City standards with curb, gutter and sidewalk. The road is planned to be dedicated to the City. The project has been designed in such a way that a future east/west access route can be accommodated on the west end of the road. This right-of-way would connect to a future parking lot on land to the west and could eventually connect to 900 South Street which is currently a private road. While there are no plans at this time to connect this road, it is important to note that the developer is meeting the intent of the City's General Plan by accommodating for the possible future east/west connection.

RECOMMENDATION: Open the public hearing, receive public comment, and close the public hearing.

5. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A PROPOSED FINAL SUBDIVISION PLAT FOR CLEARFIELD STATION PHASE I

BACKGROUND: Clearfield Station TOD was approved via the Master Development Plan and Master Development Agreement in a City Council meeting on March 11, 2014. The first version of the Preliminary Plat for the entire 70 acre site was approved on May 7, 2014 by the Planning Commission. A final subdivision plat for Phase 1 was approved by the City Council on July 22, 2014. The approved Final Plat was never recorded with Davis County. As the developers considered the project, there were a few small changes which they believed would better serve the site. The current request is for the revised Final Plat approval for Phase 1 of the development. The plans submitted are in substantial conformance with the Mixed-Use Zone requirements. The revised Final Plat represents a change in the phasing plan of the Master Development Plan and the Master Development Agreement. There is a separate request to amend those documents. The change represents an increase in total residential units in Phase 1B. Those changes will be discussed in the Master Development Plan's and Master Development Agreement's staff reports in separate items on this agenda. The Planning Commission approved the Preliminary Plat and recommended approval for the Final Plat as conditioned in the staff report during its meeting on April 1, 2015.

RECOMMENDATION: Open the public hearing, receive public comment, and close the public hearing.

SCHEDULED ITEMS:

6. CITIZEN COMMENTS

7. CONSIDER ACTION ON ORDINANCE 2015-06 AUTHORIZING THE PROPOSED REZONE FOR PROPERTY LOCATED AT APPROXIMATELY 1365 WEST 25 NORTH FROM R-1-8 (RESIDENTIAL) TO A-1 (AGRICULTURAL)

RECOMMENDATION: Options to the City Council are:

- Approve Ordinance 2015-06 as proposed authorizing the rezoning of property located at approximately 1365 West 25 North from R-1-8 (Residential) to A-1 (Agriculture) as

conditioned by the Planning Commission and based on the discussion and findings in the Staff Report; or

- Approve Ordinance 2015-06 with some modifications authorizing the rezoning of property located at approximately 1365 West 25 North from R-1-8 (Residential) to A-1 (Agriculture) as conditioned by the Planning Commission and based on the discussion and findings in the Staff Report; or
- Deny Ordinance 2015-06 authorizing the rezoning of property located at approximately 1365 West 25 North from R-1-8 (Residential) to A-1 (Agriculture).

8. CONSIDER ACTION ON ORDINANCE 2015-09 AUTHORIZING A PROPOSED AMENDMENT TO THE GENERAL PLAN'S FUTURE LAND USE MAP TO CHANGE THE DESIGNATED LAND USE CATEGORY FOR PROPERTY LOCATED AT APPROXIMATELY 880 SOUTH STATE STREET FROM COMMERCIAL TO RESIDENTIAL

RECOMMENDATION: Options to the City Council are:

- Approve Ordinance 2015-09 as proposed amending the General Plan's Future Land Use Map to change the designated land use category for property located at approximately 880 South State Street from Commercial to Residential as conditioned by the Planning Commission and based on the discussion and findings in the Staff Report; or
- Approve Ordinance 2015-09 with modifications amending the General Plan's Future Land Use Map to change the designated land use category for property located at approximately 880 South State Street from Commercial to Residential as conditioned by the Planning Commission and based on the discussion and findings in the Staff Report; or
- Deny Ordinance 2015-09 amending the General Plan's Future Land Use Map to change the designated land use category for property located at approximately 880 South State Street from Commercial to Residential.

9. CONSIDER ACTION ON ORDINANCE 2015-07 AUTHORIZING THE PROPOSED REZONE FOR PROPERTY LOCATED AT APPROXIMATELY 880 SOUTH STATE STREET FROM C-2 (COMMERCIAL) TO R-3 (RESIDENTIAL)

RECOMMENDATION: Options to the City Council are:

- Approve Ordinance 2015-07 as proposed authorizing the rezoning of property located at approximately 880 South State Street from C-2 (Commercial) to R-3 (Residential) as conditioned by the Planning Commission and based on the discussion and findings in the Staff Report; or
- Approve Ordinance 2015-07 with modifications authorizing the rezoning of property located at approximately 880 South State Street from C-2 (Commercial) to R-3 (Residential) as conditioned by the Planning Commission and based on the discussion and findings in the Staff Report; or
- Deny approval of Ordinance 2015-07 authorizing the rezoning of property located at approximately 880 South State Street from C-2 (Commercial) to R-3 (Residential).

10. CONSIDER APPROVAL OF A PROPOSED FINAL SUBDIVISION PLAT FOR PROPERTY LOCATED AT APPROXIMATELY 938 SOUTH 2000 EAST

RECOMMENDATION: Approve the Final Subdivision Plat for property located at approximately 938 South 2000 East as conditioned by the Planning Commission and based on the

discussion and findings in the Staff Report and authorize the Mayor's signature to any necessary documents.

11. CONSIDER APPROVAL OF ORDINANCE 2015-08 AMENDING THE MASTER DEVELOPMENT PLAN (MDP) FOR CLEARFIELD STATION, A MIXED USE DEVELOPMENT ON 70 ACRES, LOCATED AT APPROXIMATELY 1250 SOUTH STATE STREET (TINs: 12-066-0071, 12-067-0139)

BACKGROUND: The City Council approved the Master Development Plan (MDP) for the Clearfield Station Project on March 11, 2014. It has become apparent that some clarification may be required as to the intent of the MDP regarding the amount of stucco which will be allowed on the exterior façade of residential buildings. Additionally, some minor modifications are necessary to the phasing plan to accommodate the development of the property. The Planning Commission reviewed the proposed modifications on April 1, 2015 and found they did not constitute a material change to the MDP and recommended approval to the City Council.

RECOMMENDATION: Approve Ordinance 2015-08 amending the Master Development Plan (MDP) for Clearfield Station, a mixed use development on 70 acres, located at approximately 1250 South State Street (TINs: 12-066-0074, 12-067-0139) and authorize the Mayor's signature to any necessary documents.

12. CONSIDER APPROVAL OF RESOLUTION 2015R-11 APPROVING THE REVISED MASTER DEVELOPMENT AGREEMENT (MDA) BETWEEN THE CITY, THE PROPERTY OWNER AND THE DEVELOPER FOR THE CLEARFIELD STATION PROJECT

BACKGROUND: Clearfield Station is a proposed mixed-use development on the 70 acres adjacent to the FrontRunner station at 1250 South State Street. The Master Development Agreement (MDA) for this project was originally approved on March 11, 2014. The rezone to MU (Mixed Use) and the Master Development Plan were also approved at the same meeting. However, that version of the MDA has not been executed by any of the parties, and is therefore not in effect. The current version of the MDA incorporates the following changes: 1) Phase 1A to begin construction no later than 2015 (was 2014) and completed by December 31, 2018 (was 2017); 2) Phase 1B to include 216 units in nine buildings (was 168 units in seven buildings); 3) Vertical construction on Phase 1B not allowed until both flex buildings from Phase 1A have "gone vertical;" 4) Phase 2B to have 48 units in one building (was 96 units in three buildings); 5) Vertical construction on Phase 2B not allowed until both flex buildings in Phase 2A have "gone vertical;" 6) Makes accommodation for the possibility of Depot Street improvements being installed by another party, in which case Clearfield Station, LLC, would reimburse that party for its share; and 7) Incorporates the updated/amended MDP as an exhibit to the MDA.

As a result of the changes in phasing, Exhibit E (Impact Fee Credits) also needed to be updated and there was a minor change to Exhibit C, moving the timing up for installation of a sewer pump station.

RECOMMENDATION: Approve Resolution 2015R-11 Authorizing the revised Master Development Agreement (MDA) between the City, the property owner and the developer for the Clearfield Station project and authorize the Mayor's signature to any necessary documents.

13. CONSIDER APPROVAL OF A PROPOSED FINAL SUBDIVISION PLAT FOR CLEARFIELD STATION PHASE I

RECOMMENDATION: Approve the updated Final Subdivision Plat for Clearfield Station Phase I as conditioned by the Planning Commission and based on the discussion and findings in the Staff Report and authorize the Mayor's signature to any necessary documents.

14. CONSIDER APPROVAL OF THE AWARD OF PROPOSAL FOR RESIDENTIAL SOLID WASTE SERVICES AND RECYCLABLES COLLECTION TO WASTE MANAGEMENT

BACKGROUND: The City recently requested proposals to perform residential solid waste and recyclables collection services. Three proposals were received by qualified companies. Staff reviewed and rated the proposals and is recommending the proposal be awarded to Waste Management to provide the services.

RECOMMENDATION: Approve the award of proposal for solid waste services and recyclables collection services to Waste Management and authorize the Mayor's signature to any necessary documents.

15. CONSIDER APPROVAL OF THE AWARD OF BID TO A-1 ABATEMENT TO PERFORM ASBESTOS ABATEMENT FOR STRUCTURES LOCATED AT 310 SOUTH 500 EAST AND 497 SOUTH MAIN STREET

BACKGROUND: Staff has solicited bids for the abatement of existing asbestos at the listed locations prior to demolition this spring. Five vendors submitted qualified bids and each bid was reviewed and raked by staff based on the guidelines included in the request for proposals (RFP). Based on the review, the lowest responsible bid was received from A-1 Abatement with the bid amount of \$7,917.24.

RECOMMENDATION: Approve the Award of Bid to A-1 Abatement to perform asbestos abatement for structures located at 310 South 500 East and 497 South Main Street for the bid amount of \$7,917.24 and authorize the Mayor's signature to any necessary documents.

16. CONSIDER APPROVAL OF THE AWARD OF BID TO GRANT MACKAY COMPANY INC. FOR THE DEMOLITION OF BUILDINGS LOCATED AT 310 SOUTH 500 EAST AND 559 SOUTH MAIN

BACKGROUND: Staff has solicited bids for the demolition of buildings at the listed locations. Two vendors submitted qualified bids and each bid was reviewed and ranked by staff based upon the guidelines included in the request for proposals (RFP). Based upon this review, the lowest responsible bid was received from Grant Mackay Company Inc. with the bid amount of \$38,000.

RECOMMENDATION: Approve the award of bid to Grant Mackay Company Inc. for the demolition of buildings located at 310 South 500 East and 559 South Main for the bid amount of \$38,000 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 APRIL 14, 2015 POLICY SESSION

SCHEDULED ITEM:

2. CONSIDER APPROVAL OF RESOLUTION 2015R-02 AUTHORIZING THE REVISED PARTICIPATION AGREEMENT WITH CLEARFIELD STATION, LLC, PROVIDING FOR THE USE OF TAX INCREMENT FINANCING FOR THE REIMBURSEMENT OF CONSTRUCTION COSTS FOR CERTAIN PROJECT INFRASTRUCTURE IMPROVEMENTS

BACKGROUND: The Clearfield Station Community Development Area (CDA) was created for the primary purpose of capturing tax increment to help pay for the cost of public infrastructure connected with the development of the UTA property. This participation Agreement sets forth the provisions under which the CDRA would reimburse the developer for those costs. It was previously approved by the CDRA on May 27, 2014. However, that version of the agreement has not been executed by any parties and is not in effect. Since then revisions to the phasing of the project have made it necessary to revise the Participation Agreement. The current version of the agreement incorporates the same phasing and timing changes reflected in the updated Master Development Agreement, considered earlier this evening by the City Council.

RECOMMENDATION: Approve Resolution 2015R-02 authorizing the revised Participation Agreement with Clearfield Station, LLC, providing for the use of tax increment financing for the reimbursement of construction costs for certain project infrastructure improvements and authorize the Chair's signature to any necessary documents.

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

Dated this 24th day of April, 2015.

/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 AND PLANNING COMMISSION
JOINT MEETING MINUTES
6:00 P.M. WORK SESSION
March 3, 2015

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

PLANNING COMMISSION MEMBERS: Amy Mabey, Nike Peterson, Steve Parkinson, Tim Roper, Kathryn Murray, Brady Jugler, Robert Browning, Michael Britton

NOT PRESENT: Michael Millard, Robert Allen

VISITORS: Renae Widdison – UBET (Utahns For Better Transportation), Shared Solution Coalition, Roger Borgenicht – UBET, Shared Solution Coalition, Vince Izzo – West Davis Corridor Environmental Impact Study Team (UDOT), Randy Jefferies – UDOT (Utah Department of Transportation),

Mayor Shepherd called the meeting to order at 6:04 p.m.

DISCUSSION AND PRESENTATION ON THE WEST DAVIS CORRIDOR AND SHARED SOLUTION ALTERNATIVE

Randy Jefferies, UDOT (Utah Department of Transportation), reminded the Council beginning in May 2013 UDOT began the draft Environmental Statement which evaluated and subsequently identified preferred routes for the West Davis Corridor. He explained several public hearings took place during which comments were received and one of those was the proposal for the Shared Solution alternative. He explained representatives were present to share the alternative with the Council. He noted the alternative was important to the City because it included land use changes if implemented. He stated UDOT was not a land use authority so it could not accept land use changes on behalf of cities. He continued UDOT would consider the land use changes reasonable if cities felt those changes were reasonable. He stated meetings had been held with 11

other cities so far. The Coalition asked, 1) Was the technically and economically reasonable, and, 2) Would the City be willing to make necessary changes to its General Plan if the alternative was to advance through the EIS process and become the preferred route? Mr. Jefferies explained that UDOT was not making a request for the City to consider the land use changes or even choosing the alternative route at this point; but, rather the purpose of the meeting was to discuss land use within the City.

Roger Borgenicht, UBET (Utahns For Better Transportation), Shared Solutions Coalition, reported ideas shared during the presentation grew out of the idea that Utah could not build its way out of congestion and if vehicle miles traveled continued to grow faster than the population rate, Utah would continue to have congestion and air quality problems. He believed the way to solve the issues was to have a more balanced transportation mode share in how people got around. He suggested walkable communities and job/housing balance would be key in reducing vehicle miles traveled. He reported the organization had met with 11 different cities over the last few months and discovered the ideas were aligned with their forward thinking for the next 25 years. He mentioned housing choices for the under 30 and over 60 demographic would be communities in which residents didn't desire maintaining yards or those that didn't have to maintain a large home or drive for every service needed.

Councilmember LeBaron inquired where Mr. Borgenicht lived. Mr. Borgenicht responded he was a resident of Salt Lake City and had been contacted by residents living in west Davis County when the freeway had been proposed. Councilmember LeBaron asked if the Davis County residents who had contacted him were disproportionately from one particular area of the County. Mr. Borgenicht stated some of the individuals resided in Syracuse and Farmington.

Rena Widdison, UBET (Utahns For Better Transportation), Shared Solutions Coalition, shared a visual presentation regarding the Wasatch Choice for 2040, which was a vision for regional development with a goal to reduce the number of vehicle miles traveled over time. She reported its focus was on the following:

- Centered Development – Centers and Boulevards in city-favored locations.
- Walkable Activity Centers with strong economic development.

She reviewed the identified Vision with the Council:

- Attracting new jobs to Davis County.
- Closer jobs which would equal shorter trips and less congestion.
- Make I-15 efficient to jobs in Salt Lake City.

Ms. Widdison stated the Shared Solution was about investing in the arterial grid, maximizing the efficiency of the infrastructure which was already in place and bringing homes and jobs closer together. She shared a map of the Shared Solution proposal which reflected transportation investments in the form of:

- Bus rapid transit routes
- Innovative intersections and boulevards

Ms. Widdison highlighted the following principles:

- Compact mixed-use developments

- Configuring roadways with a boulevard pattern
- Incentivizing transit
- Connecting and protecting bikeways
- Preventative ramp-metering
- Strategically placed I-15 overpasses

She announced the Shared Solution alternative had passed the Level I screening which meant that it passed the first test by being able to meet the transportation demand in 2040. She emphasized as a transportation system the Shared Solution alternative was a workable model.

She shared a visual example identifying each proposed option and effect of the Shared Solution proposal. She also shared an illustration identifying Clearfield's current land use in conjunction with the Shared Solutions proposed land use.

She suggested the City consider the 2040 Toolbox which created mixed use developments in developing communities and explained it would be an extension of what the City had already planned for the Clearfield Station property.

Steve Parkinson, Planning Commission, expressed concern that Davis County had always embraced the bedroom community lifestyle in which everyone goes somewhere else to work and the Shared Solution alternative was proposing an entirely different philosophy. He mentioned several properties were surrendered to accommodate I-15's construction and stated property issues verses roads for the greater public wasn't new. He stated he liked the idea of the Shared Solution alternative but expressed his opinion it would not take away the need for the additional freeway. He mentioned State Street and Antelope Drive were already large roads with existing mixed use. He stated he didn't see the point of concern over eliminating up to 30 homes compared to eliminating a freeway which had been planned for years.

Ms. Widdison emphasized the Shared Solutions proposal didn't come from individuals wanting to save houses; rather, it addressed growth and its auto dependence and dramatically separating jobs and housing. She stated demographics were changing and the younger generation didn't want to live far away from work. She added there was also a caring capacity for the environment and indicated the Wasatch Front was facing an air quality catastrophe. She believed the Shared Solutions proposal was trying to be proactive in eliminating distance by commuting and reported studies reflected that communities could not build their way out of congestion and suggested transit rich environments attracted quality high tech jobs. She proposed the concept that it shouldn't be more convenient to drive as opposed to taking a bus or riding a bike and believed the Solution was more of a visionary approach.

Councilmember LeBaron pointed out the City already had its fair share of apartment/rental housing and expressed concern about the proposed types of development. He expressed concern that there was no guarantee the high quality jobs would come to local communities as opposed to requiring residents to commute to the Salt Lake valley because that was where the better jobs were located. Ms. Widdison responded no one could guarantee anything; but she believed transit oriented jobs were growing and believed when beautiful walkable communities were developed, people desired to live and work near them.

Mayor Shepherd believed the coalition was attempting to change a mindset that wasn't ready for change. He stated from a real estate standpoint development wasn't ready to change. He reported how difficult it was for the City to develop/redevelop and believed the suggested new development would make it inconvenient not only to the residents but the businesses/employment centers that were already located here. He pointed out Clearfield was between two major employment hubs, Hill Air Force Base and Freeport Center, and if it wasn't convenient for people to come here, the City would continue to struggle from a commercial standpoint. He believed in order for the Shared Solution proposal to work it would take a complete overhaul of what every Utahn thought and believed.

Councilmember Young mentioned the City had already made some changes regarding land use and development and stated the proposed changes would be market driven which was something the City couldn't force to happen. He expressed concern about the City being able to attract the labor market. Ms. Widdison spoke to and also believed one of the strengths of the area's labor market was the flexibility residents had in choosing to work in Davis, Weber or Salt Lake County. He inquired if a cost comparison had been completed specific to completing the freeway compared to implementing target boulevards throughout the entire County. Ms. Widdison responded they were in the process of determining that cost as well as if cities were willing to change their land uses. She added most boulevards were planned for widening prior to 2040 by the Regional Transportation Plan and explained those projects were already planned and on the books. She emphasized the proposal wasn't about making access or transportation inconvenient; but, rather it was to decrease traffic congestion and believed the boulevards and innovative intersections actually increased efficiency.

Mayor Shepherd pointed out that during the BRAC (Base Realignment And Closure) review, HAFB (Hill Air Force Base) received high marks given its accessibility for employees through its accessibility. He emphasized HAFB was the largest employer in the State and expressed concern about how the Shared Solutions alternative might impact future BRAC reviews specific to HAFB.

Adam Lenhard, City Manager, suggested the Planning Commission and City Council determine if the suggested land use changes were feasible and reasonable to the City. He referred to Ms. Widdison's illustration which identified the City's General Planned land uses and the Shared Solutions proposal. He pointed out parcels had been identified along State and Main for residential components with existing frontage along that corridor. He asked if a General Plan amendment which would permit that use along the corridor was brought before the Planning Commission would it find support. Members of the Planning Commission expressed opposition to the proposal.

Kathryn Murray, Planning Commission, emphasized the City had been working toward similar ideas for the past nine years with no success and inquired as to why the City should consider more aggressive land use changes. Councilmember Young expressed agreement and believed the City was already pursuing a similar direction but experiencing a much slower rate of success and suggested there didn't seem to be much of a market for that type of development at this time.

Mayor Shepherd expressed concern that residential development would occur long before commercial development if the City decided to move forward with the request and modified its General Plan to accommodate the proposed type of development there. He didn't believe there was enough interest in mixed use at this time to accommodate the amount being proposed for the entire State/Main Street corridor. He expressed his opinion the Shared Solutions proposal would not eliminate the need for another highway. He pointed out how Legacy south of Farmington had been a benefit to commuters.

Councilmember Benson expressed concern about having only one thoroughfare getting out of the County in the event of a disaster and asked what other options were available if I-15 were closed and FrontRunner was also impacted. She believed another road was crucial as an alternative route. Ms. Widdison didn't believe the West Davis Corridor would solve the problem if I-15 were impassable.

Nike Peterson, Planning Commission Chair, expressed her opinion the City could not support that much residential along the State/Main Street corridor and didn't believe it was a feasible approach to development in order to provide basic infrastructure to its current residents. Mayor Shepherd expressed agreement and believed the proposal was a great idea but not as an alternative to the West Davis Corridor.

Mr. Lenhard read a letter from Councilmember Bush expressing his concerns. The letter indicated Councilmember Bush believed strongly another north/south corridor was necessary. He expressed his opinion that the proposed land uses by Shared Solutions were unrealistic. He also stated the impacts to Clearfield and northern Davis County were of a disproportionate impact and unfair as proposed and that the project would benefit Farmington and similar communities more favorably.

Ms. Widdison reminded the Planning Commission and Council the questions were specific to 2040 and if it were reasonable to see mixed use in the proposed areas of the City. Additionally, if the investments to boulevards and other transit investments were made then would the City consider mixed use in the area. Councilmember LeBaron responded that question couldn't be answered right now. He also stated he was absolutely not in favor of the proposal at this time.

Mayor Shepherd expressed appreciation for everyone's attendance and for the presentation about the Shared Solution proposal.

The meeting adjourned at 7:10 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:30 P.M. WORK SESSION
March 10, 2015

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
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: There were no visitors.

Mayor Shepherd called the meeting to order at 6:30 p.m.

DISCUSSION ON OPTIONS FOR ONLINE UTILITY BILLING PAYMENTS

Rich Knapp, Administrative Services Director, explained the City had two options when it came to accepting online utility payments. He announced the City was currently using Intellipay as the service provider for its online payments and shared an example with the Council showing what it looked like and what information was provided. He shared the recent improvements which had been completed by the service provider and stated residents could either use electronic file or ACH (Automatic Clearing House) for payments emphasizing the credit card option was still not available with Intellipay. Mr. Knapp shared the pros and cons pertaining to both Intellipay and Express Bill Pay and a discussion took place specific to payment options and customer service.

Councilmember LeBaron stated he was personally aware of access issues with the City's current provider and expressed his support in changing service providers for online utility payments.

The Council directed staff to proceed with changing the service provider to Express Bill Pay based upon its opportunity to provide better customer service including a credit card payment option.

DISCUSSION ON THE APPOINTMENT OF A JUSTICE COURT JUDGE

JJ Allen, Assistant City Manager, announced Justice Court John Sandberg would be retiring effective June 30, 2015. He stated he had received a letter from the Administrative Office of the

Courts explaining the process which would be used to select a new Justice Court Judge and distributed a copy of the letter to the Council. A discussion took place regarding the individuals whom the City would desire to appoint to the nominating committee.

Mr. Allen stated the new judge would participate in a training program and suggested the City be prepared to bring in a substitute judge for the interim between June 30, 2015 and when the newly appointed Judge would be ready to begin hearing cases. Mr. Allen also informed the Council about the possibility of the Justice Court judge becoming a full-time position.

The Council continued the discussion regarding individuals to be considered for the nominating committee. Mayor Shepherd stated he would send a letter recommending Adam Lenhard, City Manager, and Greg Krusi, Police Chief, to the nominating committee.

The meeting adjourned at 6:55 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
March 24, 2015

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Ron Jones	Councilmember
	Mike LeBaron	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Kelly Bennett	Police Lieutenant
	Scott Hodge	Public Works Director
	Scott Hess	Development Services Manager
	Eric Howes	Community Services Director
	Rich Knapp	Administrative Services Director
	Terrence Jackson	IT Manager
	Lee Naylor	Accountant
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Brian McKenzie – Davis County Elections, Curtis Koch – Davis County Clerk, Nike Peterson – Planning Commission

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

DISCUSSION ON THE 2015 MUNICIPAL ELECTION

Nancy Dean, City Recorder, introduced Brian McKenzie, Davis County Elections, to the Council and he shared a visual presentation explaining the process of a vote by mail election.

Mr. McKenzie reminded the Council that the County's 2014 election had been conducted by mail and reported it had been very successful. He added the by mail election had increased voter engagement by allowing the voter to obtain more information about candidates or issues on the ballot. He indicated his office received numerous phone calls and commented it was a great opportunity to engage and respond to questions by the voters. He reported the election had a great response which reflected a tremendous turnout and stated County elections in even numbered years would be conducted by mail in the future. He stated the one drawback to conducting a by mail election was the increased cost for the election to the cities and suggested the Council consider whether the by mail election would be worth the investment.

Ms. Dean requested Mr. McKenzie speak to the signature verification process used when voted ballots were received at the County offices and Mr. McKenzie explained the process to the Council.

Councilmember Benson asked when the voted ballots were counted. Mr. McKenzie responded the voted ballots were counted as soon as they were received at the Clerk's office; however, nothing was tabulated until election night.

Councilmember Bush pointed out the significant number of residents waiting in line to vote at the Davis County Library on Election Day in November 2014. Mr. McKenzie responded the voting center experienced a much higher turnout than was anticipated and reported the County intended to have more vote centers open on Election Day for future elections. He stated if the City chose to conduct a by mail election it was not necessary to have a designated voting center although the County highly recommended it in order to accommodate voters desiring to participate in the "voting process". He announced it would be his recommendation that City Hall be the designated voting center if it was determined to proceed with a by mail election. Ms. Dean stated that would also be her recommendation.

Mayor Shepherd expressed his opinion the by mail election would result in a higher turnout. Councilmember LeBaron agreed with Mayor Shepherd's comment and believed it would be worth the extra cost.

Councilmember Bush pointed out the challenges associated with campaigning because once the ballots had been mailed the candidates would have no idea which voters had completed and returned their ballots. Mr. McKenzie responded his office could provide daily updates to candidates reflecting which ballots had been returned thus allowing the candidates to continue campaigning to or target those who had not submitted a ballot. He stated the candidate would pay a subscription fee and receive an email every night with the information.

Curtis Koch, Davis County Clerk, explained the County had learned a lot from the last election being conducted by mail and stated one of the issues which would be taken to the Legislature would be tightening the time frame in which ballots had to be mailed out from 28 days to 14 days which would help with campaigning.

A discussion took place relating to the following and Mr. McKenzie responded to each item:

- Verification of signatures
- Write-in candidates
- Secrecy/Privacy of the vote
- Duplication of ballot
- Same day voter registration pilot program

Mr. McKenzie and Mr. Koch left the meeting at 6:30 p.m.

Ms. Dean reviewed other specifics relating to a by mail election:

- The City wouldn't need to provide early voting.

- The City could combine some public notices recognizing a small decrease in those costs.
- The proposed increase in cost would be approximately \$3,000 each election.
- Links on the City's website to the Lt. Governor's website would allow the candidates to submit email addresses and contact information to voters.
- Participation in the same day voter registration pilot program.

The Council directed Ms. Dean to proceed with a vote by mail election.

DISCUSSION ON FUTURE LAND USE STRATEGIES

Adam Lenhard, City Manager, explained staff was interested in Council's direction and feedback regarding future land use strategies and stated Nike Peterson, Planning Commission Chair, had been invited to be part of the discussion. He stated recent interest regarding development within the City was higher than at any time within the past several years. He continued staff was seeing a number of land use applications or developers expressing an interest to visit with the Council regarding multi-family or higher density projects. He stated staff desired a specific direction from the Council and cautioned the Council to discuss the issue in general terms not specific to a particular parcel of property or project. He wanted to know what the Council envisioned as the future for Clearfield City. He shared a visual presentation which provided the Council with the following:

- Planning Commission and City Council approved an amendment to the General Plan in 2014 which removed all restrictions on multi-family housing allowing the City to consider each project on its own merit.
- The General Plan had two land use categories which allowed for residential zoning - mixed use and residential.
- He shared statistics related to residential occupancy from 2011.
- Provided statistics related to lot supply.
- Reviewed redevelopment sites.
- Provided population statistics.

Mr. Lenhard asked the Council to consider the following questions:

- Is there a place for additional multi-family housing within the City?
- If so – where?
- Are there places in which the Council would prohibit multi-family housing?

A discussion took place regarding future growth responding to the above questions.

Councilmember Young suggested the redevelopment should result in an improvement to the properties and whether the rooftops would support commercial growth. Councilmember LeBaron stated he wouldn't be in support of stand-alone multi-family development along the Main/State Street corridor. He emphasized the importance of commercial/retail on the ground level with housing above and it being constructed simultaneously. He recognized that bringing additional retail to the area would dilute other retail in the area but by allowing continued residential development would also bring more users of the retail opportunities. Mayor Shepherd stated developers argued that some areas were nearly impossible to develop as a mixed use particularly middle of the block parcels. Councilmember LeBaron commented the middle of the block scenario could change as streets change and other development occurred around it. He disagreed

with the philosophy of allowing development of any kind just because it was proposed. He expressed his opinion

Mayor Shepherd reported apartment growth was increasing at ever-increasing rates statewide and the trend was being recognized in several communities.

JJ Allen, Assistant City Manager, suggested the Council consider whether quality was a significant factor. Councilmember Bush responded quality was more important than quantity. Mr. Allen asked how the Council would respond if a developer proposed a class A, purely residential project for a designated redevelopment site on the State/Main Street corridor with no commercial whatsoever. Councilmember LeBaron responded he wouldn't be in favor of the project. Councilmember Young stated it would depend; he pointed out how initially the development could be quality but that development would still be there in 30 years and would the quality still be there at that time. Councilmember LeBaron expressed concern about building a bedroom community to shop elsewhere.

Mr. Lenhard pointed out the City currently had a significant amount of vacant commercial properties along the State/Main Street corridor. He stated the City needed to consider if requiring additional commercial development in conjunction with residential development might weaken the ability for developers to ever have a solid tenant.

Nike Peterson, Planning Commission Chair, believed the question should be what the City could do to encourage development of whole sections of the City rather than a giant corridor or one designated area. She continued it might be good to consider development on a mixed use level where the development was more controlled and involved large scale areas. She stated she was nervous about higher density residential developments but it appeared to be the trend. She explained the Planning Commission was demanding higher quality but there seemed to be a lot of push back from developers wanting the City to let up on its standards in order to decrease costs. She appreciated the City Council's support on holding to the demand for a quality product.

Councilmember LeBaron moved to adjourn the work session and reconvene in a regular session at 7:00 p.m., seconded by Councilmember Benson. All voting AYE.

The City Council work session reconvened at 8:00 p.m.

DISCUSSION ON FUTURE LAND USE STRATEGIES CONTINUED

Mr. Lenhard requested the Council provide guidance to staff which could be considered or conveyed when meeting with developers regarding future development projects.

Mayor Shepherd asked the Council what the sufficient balance would be in requiring a certain amount of commercial/retail development in conjunction with residential development. Councilmember Jones inquired if the City could require a certain designated percentage as it would probably be project specific. Scott Hess, Development Services Manager, responded the Commercial Residential (C-R) Zone had a twenty percent requirement for the total floor area of the project to be commercial development. He added the Downtown Redevelopment (D-R)

Zone, didn't have that same provision and it had also been amended eliminating the provision for determining a specific percentage of a commercial component which would now be negotiated through a development agreement.

Councilmember Bush liked the idea of a certain percentage but believed considering those types of development on a case by case basis was more realistic. Brian Brower, City Attorney, mentioned a rezone request for property was always discretionary on behalf of the City Council. Mr. Lenhard mentioned several of the zones within the City allowed mixed uses with certain levels of flexibility.

Councilmember LeBaron mentioned he appreciated Chair Peterson's comments which spoke to specific parcels and how it could be developed into a walkable urban area within the next 40 years and what was needed to accomplish that result. He believed there were possibly portions of Main Street which would need a residential component in order for the development to look attractive to retail development and suggested they could be located within the middle of blocks while the outer parcels could be reserved for commercial development at a later time.

Mr. Lenhard summarized the Council believed there was a place for multi-family housing and its location along major transportation corridors would be very important as well as some commercial component. Councilmember LeBaron expressed his opinion that a high quality project might get some consideration if a broader area were looked at for additional retail development. Mr. Lenhard stated staff would convey to developers that the Council would be expecting a high quality, aesthetically pleasing product to get positive consideration. Mr. Allen clarified the Council might be willing to consider purely residential projects which were separated from major intersections in order to build up the critical mass which could support commercial development at intersections. Councilmember LeBaron agreed provided the development happened as Mr. Lenhard just mentioned and staff clarified how the area would need to look with respect to other commercial development in the area. Councilmember Young suggested the City should not be in a rush to approve additional multi-family housing without first witnessing the impact of projects already approved but not yet completed.

Mayor Shepherd pointed out the delays associated with the development at the rail stop and cautioned the Council about those types of development. He informed the Council about Layton City's Frontrunner station which had the retail/commercial component on the ground level with multi-family housing above and announced even after one year the commercial component was still vacant.

Mr. Allen mentioned the Riverwoods project in Provo and mentioned that development took quite a long time before its success was recognized. He expressed his opinion it would be difficult for something like that to be successful along the Main/State Street corridor.

Councilmember Jones inquired if City services could support an additional 1500 apartments in regards to police, fire, schools, etc. Mayor Shepherd responded the housing was concentrated; therefore it shouldn't be an additional burden.

Mr. Lenhard announced the City had a process in place for developers desiring to present projects to the City. He informed the Council that staff would be instructing developers to follow the process through the Planning Commission allowing the Land Use Authority to make a recommendation to the Council.

DISCUSSION ON THE 2015/2016 FISCAL YEAR BUDGET

Adam Lenhard, City Manager, announced staff was prepared to discuss revenues, capital projects and equipment for the budget process.

Rich Knapp, Administrative Services Director, explained the entire breakdown of revenues would be included in the tentative budget and stated his presentation was a summary. He reviewed historical revenues relative to all funds with the Council. He indicated the most significant change was specific to tax revenue. Mr. Lenhard commented the City anticipated an increase in property values by the Davis County Assessor and recommended the City hold to the assessed .0018 tax rate. Mr. Knapp mentioned the other change was specific to the intergovernmental revenue and its relation to the E911 revenues. Mr. Knapp reviewed the other revenues with the Council and announced all business had received notification to begin collecting the PARAT (Parks, Arts, Recreation, Aquatics and Trails) Tax.

Mr. Knapp informed the Council that the miscellaneous revenue increase was due to the anticipated earnings the City could potentially recognize by using a third party for its invested funds as opposed to using the State Treasury. He announced staff was being conservative regarding its revenue projections.

Mr. Lenhard reminded the Council that in the past staff had been conservative in compiling its budgets and expressed his opinion this was probably the end of the year end surpluses. He noted staff would be targeting a twenty percent fund balance reserve. He believed that number would still be a healthy figure.

Mr. Knapp reviewed the following with the Council:

- top revenue sources for the City
- property tax revenues received by the City
- Aquatic Center revenues
- Court Fines
- Water charges/high water users
- Pass through for the North Davis Sewer District (NDS).

Mr. Lenhard distributed the capital projects handout to the Council and identified the projects which had been funded in the budget figures. He discussed the following:

- Steed Park irrigation and electrical upgrades
- Phase I of the holiday lighting
- Ann Street street light
- Mabey Pond
- Canal Trail
- Design Study for Public Works Shop Facility

- Arts Center
- 700 South improvements.

Councilmember Jones moved to adjourn as the City Council and reconvene as the CDRA in a work session at 8:50 p.m., seconded by Councilmember Benson. All voting AYE.

The minutes for the CDRA are in a separate location

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
April 7, 2015

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
	Greg Krusi	Police Chief
	Mike Stenquist	Assistant Police Chief
	Aaron Cox	Code Enforcement Officer
	Cathy Keindl	Police Dept. Secretary
	Rich Fisher	Emergency Services Manager
	Scott Hodge	Public Works Director
	Scott Hess	Development Services Manager
	Kim Dabb	Operations Manager
	Dan Schuler	Storm Water Manager
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Rich Knapp	Administrative Services Director
	Audrey Curtis	Human Resources
	Marliss Scott	Public Relations/Special Events
	Natalee Flynn	Public Relations/Special Events
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Ruth Owns, PJ Smout, Jacki Chaliss, Lorraine Tayeb, Matthew Jacobsen, Greg Andrews

CITY COUNCIL OPEN HOUSE FOR HOLT ELEMENTARY SCHOOL NEIGHBORHOOD

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

Following the City Council Open House, the City Council met in the Executive Conference Room located at the Clearfield City Building, 55 South State Street, to continue the work session.

Mayor Shepherd called the meeting to order at 8:33 p.m.

DISCUSSION ON THE 2015/2016 FISCAL YEAR BUDGET

Rich Knapp, Administrative Services Director, stated he had recalculated the Enterprise Fund allocation to the General Fund which increased the incoming revenue. He explained there were numerous City employees who performed work specifically related to the Enterprise Fund and those costs needed to be reflected as such and not just an expense to the General Fund. He believed the new process would be easier to calculate than the old formula to identify the actual costs.

He reviewed General Fund expenditures related to personnel. He projected the health insurance increase would be approximately two percent and the increase specific to retirement was not significant. He explained how the decrease in IT and Community Development specific to payroll was recognized.

Mr. Knapp reviewed the notes on the handout specific to the General Fund. Mayor Shepherd informed the Council that he requested the City participate with the National League of Cities for the budget year. Mr. Knapp reviewed other expenditures specific to the Mayor/Council expenditures.

Mr. Knapp mentioned the personnel costs associated with the new assistant city attorney position would be offset by costs recognized from the elimination of another position and those previously used for the contract prosecutor. He reviewed the following items specific to the General Fund:

- Decrease in unemployment costs
- Decrease in payroll costs specific to IT
- Increase in software maintenance
- Increase in IT equipment.

Terrence Jackson, IT Manager, explained the computer replacement process with the Council.

Mr. Knapp reviewed other personnel expenses specific to Administrative Services:

- Direct allocation of 40 percent from the Enterprise Fund for the senior accountant's salary.
- He stated there were also costs associated with the budget analyst's salary.
- He reported the Management Analyst position which had been previously discussed during the Budget Retreat had been eliminated during the budget process and staff was proposing a Management Intern instead. He stated funds associated with that expense had not been included in the budget document at this time.

He continued to review the General Fund expenditures:

- Electricity costs had decreased.
- Funds were appropriated for compensation study.
- Funds were appropriated for the Energy Performance audit.
- Decrease made in funds for the janitorial services.

- UPS battery costs added.
- Election costs added.

He informed the Council that if any member had any questions regarding any of the reviewed items he could provide additional notes and documentation. There were no requests or questions.

He reviewed expenditures/changes related to the following:

- Public Safety
- Public Works
- Community Services.

Mayor Shepherd asked what changes staff was proposing for payroll costs in the next budget year. Adam Lenhard, City Manager, responded the proposed budget included a two percent merit increase tied to the employee's mid-year evaluation in addition to an adjustment for officers in the police department which should help the City retain qualified officers.

Mr. Knapp mentioned the figure associated with payroll at the Aquatic Center had increased. Curtis Dickson, Community Services Deputy Director, responded that was due to the daycare being able to move from a drop-in to regular scheduled care.

Mr. Knapp reviewed Community/Economic Development costs.

Mr. Knapp reviewed and explained the figures associated with the fund balance.

The Council was given an opportunity to ask questions and request further clarification on the breakdown of specific budget notes and expenditures relative to division budgets. There were none at the time. Mr. Knapp emphasized some changes would still be made to the first draft prior to the Tentative Budget being presented. Mayor Shepherd also mentioned the PARAT fund revenues were being estimated conservatively until the City sees what those will actually look like.

The meeting adjourned at 9:05 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. POLICY SESSION
April 14, 2015

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

VISITORS: David Paice – Paice Tax and Accounting, Robert Bercher, Craig Winder – Ironwood Development, Kathryn Murray, Roger Keally

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 LeBaron conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE FEBRUARY 24, 2015 WORK SESSION, THE MARCH 10, 2015 POLICY SESSION AND THE MARCH 24, 2015 POLICY SESSION

Councilmember Bush stated he had requested a correction regarding comments he made during the Communication Items portion of the March 24, 2015 policy session. He reported the meeting he had attended did not take place at the Family Connection Center; it was hosted by the Family Connection Center.

Councilmember LeBaron moved to approve the minutes from the February 24, 2015 work session, the March 10, 2015 policy session as written and the March 24, 2015 policy session,

as amended, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, LeBaron and Young. Voting NO – None. Councilmember Jones was not present for the vote.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A PROPOSED ZONING TEXT AMENDMENT TO TITLE 11, CHAPTER 11, ARTICLE E, SECTION 8 - PARKING, LOADING AND ACCESS, FOR THE D-R (DOWNTOWN REDEVELOPMENT) ZONE

Scott Hess, Development Services Manager, stated the D-R Zone was designed to encourage redevelopment of vacant or under-utilized properties within the downtown area of the City. No property was currently zoned D-R. Staff was proposing amending the parking requirement within the D-R Zone to allow them to be established through a development agreement. The Planning Commission heard the request at its meeting on Wednesday, April 1, 2015 and recommended approval with minor corrections.

Mr. Hess explained the amendment was specific to City Code § 11-11E-8, Parking, Loading and Access, which currently read that it would follow Title 11, Chapter 14 of the Clearfield City Code, the standard parking requirements for multi-family zones which was set at two and one eighth spaces per unit on a multi-family project. He reported the amended language would allow Parking, Loading and Access requirements to be established through a development agreement with consideration given to the market studies, engineering analysis and other reliable sources as determined by the City.

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 7:05 p.m. seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, LeBaron and Young. Voting NO – None. Councilmember Jones was not present for the vote.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE PROPOSED REZONES FOR PROPERTIES LOCATED AT APPROXIMATELY 50 SOUTH DEPOT, 70 SOUTH DEPOT AND 145 SOUTH DEPOT (TINs: 12-001-0193, 12-001-0130, 12-001-0175, 12-001-0176), MORE COMMONLY KNOWN AS CLEARFIELD CENTER, FROM C-2 (COMMERCIAL) TO D-R (DOWNTOWN REDEVELOPMENT)

The Community Development Department received a preliminary Site Plan for a mixed use building to be located on properties located at approximately 50 South Depot Street, 70 South Depot Street and 145 South Depot Street. The purpose of the D-R Zone was to provide for attractive, vibrant, and safe urban development along major commercial/transportation corridors and downtown areas within the City. Staff had been working with the developer to assure that the proposed project met all required zoning codes and recommended the rezone request with

conditions. The Planning Commission heard the request during its meeting on Wednesday, April 1, 2015 and recommended approval with the recommended conditions of approval.

Scott Hess, Development Services Manager, explained the properties were located directly across the street from City Hall. He stated the rezone to the Downtown Redevelopment Zone was for multiple parcels owned by the CDRA and an additional parcel which was under contract by a developer to purchase as part of the same mixed-use project. He reported the Planning Commission heard the item during its meeting on Wednesday, April 1, 2015 and unanimously recommended approval.

Mayor Shepherd opened the public hearing at 7:06 p.m.

Mayor Shepherd asked for public comments.

OPPOSED:

David Paice, Paice Tax and Accounting Inc. located at 120 South State Street, announced he was in opposition to the rezone request. He believed the property should remain commercially zoned and expressed his opinion the City didn't need any additional multi-family apartment/rental housing. He stated the City had very little commercial property left and suggested an apartment complex of the size proposed wouldn't blend well with the surrounding businesses. He expressed his opinion the rezone would adversely affect his business and stated he was also concerned about the number of parking spaces and traffic for the area. He believed the highest and best use of the property would be for commercial purposes and requested the Council deny the rezone for downtown Clearfield.

IN FAVOR

None.

Councilmember Bush moved to close the public hearing at 7:08 p.m. seconded by Councilmember LeBaron. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, LeBaron and Young. Voting NO – None. Councilmember Jones was not present for the vote.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A FINAL SUBDIVISION PLAT FOR IRONWOOD DEVELOPMENT, LLC, FOR PROPERTY LOCATED AT APPROXIMATELY 850 SOUTH 490 EAST (TIN: 12-066-0089, 12-066-0090, 12-066-0115)

The proposed site represented one of the last open pieces of ground in Clearfield City that was currently zoned and entitled for multi-family residential development. The area was south of 700 South, east of the Union Pacific Railroad, and north of the proposed Clearfield Station. Staff had been working with the developer to identify development specifics such as drainage, retention, and parking within a proposed R-3 zoned multi-family project area.

Scott Hess, Development Services Manager, explained the property represented an existing split zoned parcel which had a small amount of property on 700 South, sidelined Depot Street near the railroad tracks and had a commercial portion in front. He stated it currently consisted of three lots. He clarified the Council was to consider a final subdivision plat which combined the entire

site into two lots: one commercial and one for the multi-family housing. He shared a visual example identifying and orienting the parcel. He pointed out Lot 1 would be reserved for future residential use and Lot 2 would be kept for commercial use. He stated the item was approved by the Planning Commission on Wednesday, April 1, 2015.

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

Mayor Shepherd asked for public comments.

There were no public comments.

Councilmember Young moved to close the public hearing at 7:11 p.m. seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, LeBaron and Young. Voting NO – None. Councilmember Jones was not present for the vote.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON AMENDMENTS TO THE FISCAL YEAR 2015 BUDGET

Staff identified expenditures necessary for City operations which were not included in its current budget. State Code allowed the City to make adjustments to the budget and a public hearing was part of that process.

Rich Knapp, Administrative Services Director, explained the proposed action was the third amendment request to the FY 2015 Budget. He announced the amendments totaled just under \$90,000 of Unrestricted Fund Balance which consisted of the following:

- \$50,000 being appropriated for the 10-year Anniversary/Celebration for the Aquatic Center,
- \$25,000 for new recreation software,
- Allocation of funds for the new assistant city attorney position for the remainder of the fiscal year, and,
- Allocation of \$2500 to be used for a management intern for the remainder of the fiscal year.

Mayor Shepherd opened the public hearing at 7:12 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

Councilmember Bush moved to close the public hearing at 7:13 p.m. seconded by Councilmember LeBaron. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, LeBaron and Young. Voting NO – None. Councilmember Jones was not present for the vote.

CITIZEN COMMENTS

There were no citizen comments.

APPROVAL OF ORDINANCE 2015-04 AUTHORIZING A ZONING TEXT AMENDMENT TO TITLE 11, CHAPTER 11, ARTICLE E, SECTION 8 PARKING, LOADING AND ACCESS FOR THE D-R (DOWNTOWN REDEVELOPMENT) ZONE

Councilmember Young moved to approve Ordinance 2015-04 authorizing a Zoning Text Amendment to Title 11, Chapter 11, Article E, Section 8 - Parking, Loading and Access, based on the findings and discussion by the Planning Commission and in the Staff Report 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, LeBaron and Young. Voting NO – None. Councilmember Jones was not present for the vote.

APPROVAL OF ORDINANCE 2015-05 AUTHORIZING THE PROPOSED REZONES FOR PROPERTIES LOCATED AT APPROXIMATELY 50 SOUTH DEPOT, 70 SOUTH DEPOT AND 145 SOUTH DEPOT, MORE COMMONLY KNOWN AS CLEARFIELD CENTER, FROM C-2 (COMMERCIAL) TO D-R (DOWNTOWN REDEVELOPMENT)

Councilmember LeBaron clarified the same architect that had designed the Davis County Health Department building was being used for the proposed redevelopment project. He mentioned completed studies reflected even though the City would like additional commercial development, the downtown area didn't have enough of a residential component to support it. He expressed he was in favor of the rezone because the proposed redevelopment had a retail component and a residential component that could support the commercial use.

Mayor Shepherd agreed with Councilmember LeBaron's comments. He responded to Mr. Paice's comments about downgrade zoning within the City. He stated from a real estate stand point getting people into businesses was tough and stated the City struggled to keep any commercial alive because there wasn't enough residential to support that endeavor. He expressed his expectation that the proposed residential component would assist with the commercial development of the downtown area. He also stated completed studies reflected the need for additional residential development in the downtown area. He emphasized the proposed development consisted mostly of one bedroom units which would not be subsidized in any way and believed the project was of high quality and would benefit the City.

Councilmember Bush expressed appreciation to Mr. Paice for his attendance and comments. He stated municipalities all across the Country were experiencing similar issues and reported one of the things he had learned while attending the Utah League of Cities and Towns Conference was that residential development was vital in downtown redevelopment. He stated the City had tried to market that property for years and its size limited any potential development. He pointed out the proposed development fit within the City's General Plan.

Councilmember LeBaron moved to approve Ordinance 2015-05 authorizing the rezones for properties located at approximately 50 South Depot, 70 South Depot and 145 South Depot, more commonly known as Clearfield Center, from C-2, Commercial, to D-R, Downtown Redevelopment, as conditioned by the Planning Commission and based on the discussion and findings in the Staff Report 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, LeBaron and Young. Voting NO – None. Councilmember Jones was not present for the vote.

APPROVAL OF A FINAL SUBDIVISION PLAT FOR IRONWOOD DEVELOPMENT, LLC, FOR PROPERTIES LOCATED AT APPROXIMATELY 850 SOUTH 490 EAST (TINs: 12-066-0089, 12-066-0090, 12-066-0115)

Scott Hess, Development Services Manager, mentioned he had a preliminary Site Plan and images illustrating the developer's proposal in his office if anyone was interested. He explained the preliminary Site Plan consisted of two buildings/central courtyard style with landscaping buffering the railroad tracks. He indicated similar projects consisted of urban, flat roofed, multi exterior materials. He emphasized the rendering was not the final Site Plan. He stated the Plan reflected two exits: one going through the Meadows Condominium project and the other exiting on Depot Street. He announced there was a representative for the project in the audience if the Council had any questions. There were none.

Councilmember Benson moved to approve the Final Subdivision Plat for Ironwood Development, LLC, located at approximately 850 South 490 East (TINs: 12-066-0089, 12-066-0090, 12-066-0115) based on the discussion and findings by the Planning Commission and in the Staff Report 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, LeBaron and Young. Voting NO – None. Councilmember Jones was not present for the vote.

APPROVAL OF RESOLUTION 2015R-08 ADOPTING AMENDMENTS TO THE FISCAL YEAR 2015 BUDGET

Councilmember Bush moved to approve Resolution 2015R-08 adopting amendments to the Fiscal Year 2015 budget 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, LeBaron and Young. Voting NO – None. Councilmember Jones was not present for the vote.

APPROVAL OF RESOLUTION 2015R-09 AUTHORIZING AN INTERLOCAL AGREEMENT WITH DAVIS COUNTY TO ADMINISTER A BY-MAIL ELECTION FOR THE 2015 MUNICIPAL PRIMARY AND GENERAL ELECTIONS

Representatives from the Davis County Clerk's office recently shared a presentation during a work session on its experience conducting an election by-mail. The City was interested in working with the County Clerk's office to administer its 2015 Municipal Primary and General

Elections by-mail in an effort to engage greater voter participation. The Council discussed the pros and cons of a by-mail election and authorized staff to proceed with conducting its election in a similar manner.

Mayor Shepherd expressed his opinion that the by-mail election would increase voter participation and allow voters to research the candidates/issues at home to make an informed decision.

Nancy Dean, City Recorder, added a vote center would be available at City Hall on Election Day allowing registered voters who did not want to vote by-mail an opportunity to vote electronically and participate in the voting experience.

Councilmember LeBaron moved to approve Resolution 2015R-09 authorizing an Interlocal Agreement with Davis County to work with the City Recorder to administer a by-mail election for the 2015 Municipal Primary and General Elections 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, LeBaron and Young. Voting NO – None. Councilmember Jones was not present for the vote.

Ms. Dean announced she had also submitted a request to the Lt Governor's to participate in the Election Day registration pilot program and reported she had received notification approving the request.

APPROVAL OF A PROCLAMATION DECLARING APRIL 24, 2015 AS ARBOR DAY IN CLEARFIELD CITY

Clearfield City planned to celebrate Arbor Day on Friday, April 24, 2015. The City supported all efforts to plant and protects trees within its boundaries because trees were valuable to the City's environment. Clearfield had received the "Tree City USA" designation for the past 18 years. Community Services Director, Eric Howes, had requested the date of April 24, 2015, be officially declared "Arbor Day" in the City of Clearfield.

Councilmember Bush moved to approve the Mayor's signature to the Proclamation officially declaring April 24, 2015 as Arbor Day" in the City of Clearfield, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, LeBaron and Young. Voting NO – None. Councilmember Jones was not present for the vote.

UPDATE ON THE FISCAL YEAR 2015 FINANCIAL STATUS

Rich Knapp, Administrative Services Director, presented the Council with the Fiscal Year 2015 Financial Status. He stated the provided figures were not 100 percent complete given personnel changes within the Finance Department. He highlighted the following:

- The budget column for FY15 was the Amended Budget which reflected \$1.8 million budgeted use of fund balance from previous amendments and included an additional \$90,000 from amendments made to the budget earlier in the meeting.

- Increase in Sales Tax Revenue by \$65,000 compared to last March.
- Energy Use Tax Revenue had also increased but believed last year's figures were incorrect and suggested the Council compare to FY13. He mentioned the discrepancy was attributable to a decrease in accounting staff.
- Municipal Telecom Tax had decreased almost \$27,000 from last year and stated he would look into why the figure was down from last year.
- Revenue from Building Permits had increased by \$50,000 from last year.
- Increase in Revenue from Class "C" Roads had increased by \$42,000 and believed the lower gas prices had increased consumption.
- Revenues associated with the Aquatic Center were flat.
- Stated the Fines/Forfeitures and Fees/Costs/Contempt should be calculated together because the Finance Department had changed accounting processes. He indicated there was still a decrease of approximately \$25,000 from last year.
- Directed the Council to Page 4 and indicated even though there were a lot of reflected zeros reported the City did receive \$2.8 million in investment fund from the State of Utah and stated it would be distributed to the different funds appropriately.
- Decrease in water charges was continuing a downward trend and suggested this was weather related.
- Mentioned the increase in sewer revenue was specific to the North Davis Sewer District rate increases.
- Directed the Council to page 6 and announced the figures specific to the Fleet Fund were consumption charges and believed those figures just needed to be updated. He mentioned the update would affect General Fund expenses.

Mr. Knapp directed the Council to page 7, General Fund Expenditures and highlighted the following:

- Decrease in payroll costs specific to the IT division because of personnel changes.
- Decrease in payroll costs specific to the Finance Division was directly related to less staffing and turnover changes.
- Decrease in Buildings & Plants because of equipment purchases which had not taken place this year.
- Decrease in Patrol & Investigation payroll because of not being fully staffed and fleet allocation figures.
- Decrease in Parks costs because of equipment purchases, less part time staff and fleet allocation.
- Increase in Aquatic Center because of equipment purchases completed last year.

Mr. Knapp directed the Council to page 9 and highlighted the following:

- Stated Fund 50 was affected due to the change in how water meters were being read which resulted in a reduction in payroll although there was not an overall reduction
- Decrease in the Water Fund due to payroll/turnover costs specifically retirement/health costs.
- Increase in Sewer Fund due to the increase of funds collected for the North Davis Sewer District.

Mr. Knapp explained figures on pages 10-17 included budget notes for the auditors benefit. He asked if there were any questions from the Council. There were none.

COMMUNICATION ITEMS

Mayor Shepherd

1. Informed the Council he had participated with HAFB (Hill Air Force Base) Maintenance Professional of the Year Award. He mentioned it had been an impressive evening.
2. Announced a notice of increase would appear in the newspaper on behalf of Wasatch Integrated. He reported the entity intended to increase all fees and reported municipal solid waste would increase from \$23 to \$30 per ton; clean green waste would increase from \$10 to \$20 per ton. He stated rates hadn't increased for a number of years. He added the rate increases wouldn't affect the tip rates specific to garbage cans; but would affect rates for the City's spring and fall cleanup.
3. Informed the Council that he would be out of town for the meetings scheduled for Tuesday, May 12, 2015 and Tuesday, May 19, 2015. He requested to participate in those meetings electronically.

Councilmember Benson

1. Reminded everyone about the Great Shakeout scheduled to take place on Thursday, April 16, 2015 at 10:15 a.m. She reported participants would be experiencing a mock 7.0 earthquake and encouraged everyone to visit the website prior to the event.
2. Informed the Council that she had the opportunity to participate with Davis County in administering its CDBG (Community Development Block Grant) funds and had also been invited to participate with the SSBG (Social Services Block Grant) fund distribution within the next month.

Councilmember Bush

1. Reported he had attended several training conferences.

Councilmember LeBaron

1. Stated the Utah League of Cities and Towns Conference which took place in St. George had been a good conference. He believed it had been beneficial to attend.

Councilmember Young – nothing to report.

JJ Allen, Assistant City Manager

1. Announced Adam Lenhard, City Manager, sent half of the monthly update prior to his vacation and indicated the remainder should be forthcoming.
2. Informed the Council that the City would be hosting four small business workshops and the first one was scheduled for Monday, April 27 beginning at 11:30 a.m. He requested the Council pass the information along to any small business owners within the community. He announced the topic would be "Branding Your Own Brand and Local First". Staff was also welcoming suggestions of businesses which could be featured in the newsletter in particular to the "Local First" movement and "Buying Local".

STAFFS' REPORTS

Nancy Dean, City Recorder – Updated the Council on the following meeting schedule:

- April 21, 2015 – Neighborhood Open House at Antelope Elementary from 6:00 – 8:00 p.m.
- April 28, 2015 – Work session beginning at 6:00p.m. followed by Policy Session at 7:00 p.m.

Councilmember Bush moved to adjourn as the City Council and reconvene as the Community Development and Renewal Agency (CDRA) at 7:45 p.m., seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, LeBaron and Young. Voting NO – None. Councilmember Jones was not present for the vote.

The minutes for the CDRA are in a separate location

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
April 21, 2015

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Ron Jones	Councilmember
	Mike LeBaron	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Greg Krusi	Police Chief
	Mike Stenquist	Asst. Police Chief
	Kelly Bennett	Police Lieutenant
	Aaron Cox	Code Enforcement Officer
	Scott Hodge	Public Works Director
	Dan Schuler	Storm Water Manager
	Scott Hess	Development Services Manager
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Brian Hogge	Senior Accountant
	Audrey Curtis	Human Resources
	Marliss Scott	Public Relations/Special Events
	Nancy Dean	City Recorder

VISITORS: Nicholas Limb, Debbie Limb, Connie Dooley, Richard Dooley, Marie Gallina, Richard Gallina, Con & Jeri Wilcox, Davis Scott, Sharla Carlson, Bralen Carlson, Laura Schirner, Debbie LeBaron, Ivy LeBaron, Scotlyn LeBaron, Mike Glover

CITY COUNCIL OPEN HOUSE FOR ANTELOPE ELEMENTARY SCHOOL
NEIGHBORHOOD

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

The meeting adjourned at 8:00 p.m.



City Council

STAFF REPORT

TO: Mayor Shepherd, City Council, and Executive Staff

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

MEETING DATE: April 28, 2015

SUBJECT: Public Hearing, Discussion and Possible Action on **RZN 1503-0001** a request by Verlan Robinson, for a Rezone from R-1-8 (Residential) to A-1 (Agriculture), located at 1365 W. 25 N. (TIN: 12-680-0032). The property is approximately 1.29 acres.

RECOMMENDATION

Move to **Approve as conditioned, RZN 1503-0001** a request by Verlan Robinson, for a Rezone from R-1-8 (Residential) to A-1 (Agriculture), located at 1365 W. 25 N. (TIN: 12-680-0032), based on the discussion and findings in the Staff Report.

PROJECT SUMMARY

Project Information	
Project Name	Verlan Robinson Rezone
Site Location	1365 W. 25 N.
Tax ID Number	12-680-0032
Applicant	Verlan Robinson
Owner	Verlan Robinson
Proposed Actions	Rezone Request – Zoning Map Amendment
Current Zoning	R-1-8 (Single-Family Residential)
Proposed Zoning	A-1 (Agriculture)
Current Master Plan	Residential
Gross Site Area	1.29 Acres

Surrounding Properties and Uses:		Current Zoning District	Comprehensive Plan Land Use Classification
North	Single Family Homes	R-1-8 (Single-Family Residential)	Residential
East	Single Family Homes	R-1-8 (Single-Family Residential)	Residential
South	Clearfield City Storm Water Detention Basin	A-1 (Agriculture)	Residential
West	Rocky Mountain Power Corridor	A-1 (Agriculture)	Residential

ANALYSIS

Mr. Verlan Robinson owns property with frontage on 25 North Street which is currently zoned R-1-8 Residential. The purpose of the R-1-8 zone is for the development of single-family homes. This property was formerly part of a single lot with a single family home at 1355 W. 25 North. On February 8, 2007 the property was subdivided through an Amended Plat which has been included in this staff report. The property is located directly adjacent to the Rocky Mountain Power Corridor and abuts a Clearfield City storm water detention basin. The agricultural use of this property is a legal nonconforming use. Mr. Robinson would like to continue to use the property as permitted in the City's (A-1) Agricultural Zone, and has requested that an accessory building be permitted to be built on the property. Pursuant to Title 11, Chapter 17 of the Clearfield City Code, in order to allow additional agricultural development of the property rezoning the property to (A-1) Agricultural would be necessary. Mr. Robinson has consequently requested that the property be rezoned A-1 in order to permit the construction of a new accessory agricultural building on the property. This would also make an agricultural use conform to the zoning for the parcel.

Clearfield City General Plan Land Use Guideline #5 emphasizes gradual transitions in intensity between uses. While the Rocky Mountain Power Corridor is not an intensive use, Mr. Robinson's property does exist as a sort of buffer between the open agricultural property and the single family homes to the east. The use of Mr. Robinson's property must remain agriculturally based and limited in intensity in order to maintain consistency with the General Plan. Construction of an additional accessory building conforms to this analysis, but intensive use of the property as an outdoor storage yard, landscape supply yard, or place of business is not a legal or acceptable use of the property under either the current zoning, or this rezone request.

Master Plan and Zoning

The Clearfield City General Plan states that A-1 (Agriculture) is an appropriate zoning classification within master planned Residential areas. These areas are intended to be used primarily for residential activities in a variety of configurations.

The request for rezone of this property as proposed meets the intent and requirements of the current Clearfield City Master Plan so long as the use of the property remains low intensity and agricultural-based. In Staff's opinion, any higher intensity or commercial-type use on this property would detrimentally impact the surrounding residential community in such a fashion that such should not be permitted.

Zoning Map Amendment Information:

Current Clearfield City Zoning Map: Parcels in question have been outlined in black. The yellow color is R-1-8 (Residential) zoning.



Clearfield City Zoning Map Amendment Requested: Parcels in question have been filled in green to indicate the change from R-1-8 to A-1 (Agriculture).



Planning Commission Recommendation

The Planning Commission heard this item on April 1, 2015. The Planning Commission was split on this item, with a tie vote of the regular members. The Planning Commission Chair voted to recommend approval of the item, sending the rezone application forward to the City Council with a positive recommendation.

Public Comment

Residents surrounding the property expressed their concerns at the Planning Commission meeting. The concerns revolved around the maintenance of the property, and the large size of the accessory building on site. Those residents who spoke at the meeting were not in favor of the rezone application.

FINDINGS

Zoning Map Amendment

Clearfield Land Use Ordinance Section 11-6-3 establishes the following findings the Planning Commission 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	Clearfield City General Plan states that the A-1 (Agriculture) zone is appropriate within areas listed as Residential. This request is in conformance with the General Plan.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	The applicant requested an accessory building to be built on this parcel. The applicant has requested the property be rezoned to Agriculture in order to allow for an agricultural accessory building to be constructed.

CONDITIONS OF APPROVAL

1. The property must remain in an agricultural use, and be in compliance with all applicable provisions for the A-1 Agricultural Zone as well as all other applicable ordinances.
2. No outdoor storage, including but not limited to, landscape supply yard equipment or materials will be permitted on the property
3. The property may not be used as a place of business.
4. No tents, awning, canopies, or other temporary buildings or structures will be permitted on the property.

ATTACHMENTS

1. Green Pastures – Amended Phase 2

4586

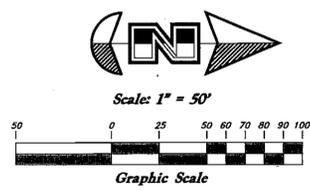
Green Pastures - Amended Phase 2

A part of the Northeast 1/4 of Section 3, T4N, R2W, SLB&M, U.S. Survey

Clearfield City, Davis County, Utah

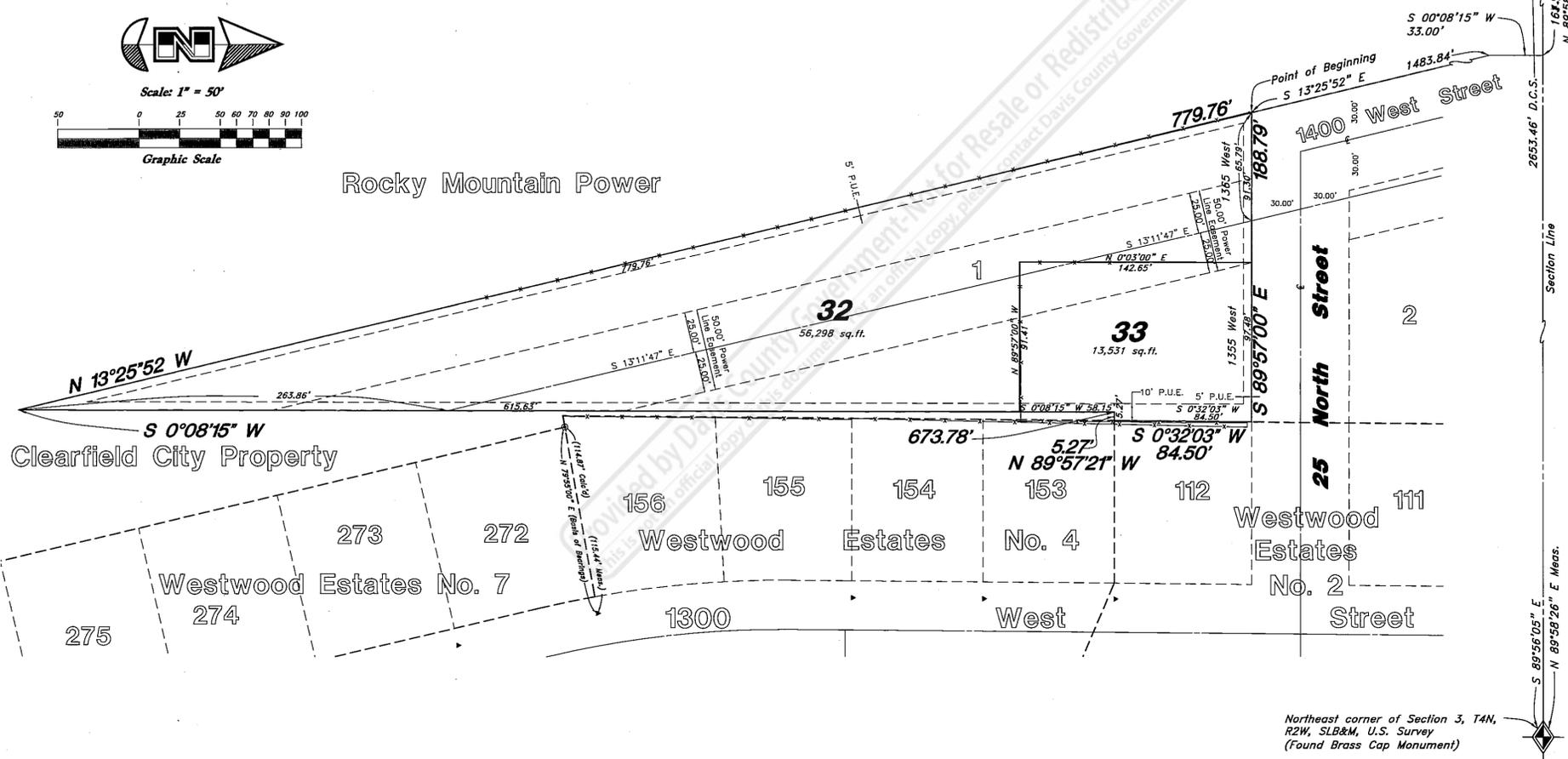
Lot 1 Green Pastures Amended

- LEGEND**
- ▲ Found Nail
 - Set 5/8" Rebar (24" long) & Cap w/ Fencepost
 - Set Hub & Tack
 - ◆ Monument to be set
 - (Rad.) Radial line
 - (N/R) Non-Radial line
 - (D.C.S.) Davis County Surveyor
 - - - Existing Fence
 - - - P.U.E. (Public Utility Easement)



NARRATIVE

This survey and Subdivision plat was requested by Mr. Verlan Robinson for purposes platting two (2) residential lots. Brass Cap Monuments were found at the Northeast corner and the Northwest corner of Section 3, T4N, R2W, SLB&M, U.S. Survey. A Number of Nails were found in the adjoining Westwood Subdivisions as well as Rebars at the rear corners of Lot 272 Westwood Estates No. 7. A line bearing South 79°55'00" West between a Nail in the Curb at the Northeast corner and the Rebar at the Northwest corner of lot 272 was used as the Basis of Bearings. Lot corners were monumented as depicted on this plat.



SURVEYOR'S CERTIFICATE

I, Gary L. Newman, a Registered Professional Land Surveyor in the State of Utah, do hereby certify that this plat of Green Pastures - Amended Phase 2, in Clearfield City, Davis County, Utah has been correctly drawn to the designated 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 Recorder's Office and from a survey made of the grounds.

Signed this 30th day of January, 2007.

4778
License No.

Gary L. Newman
Surveyor

OWNER'S DEDICATION

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots shown on this plat, and name said tract Green Pastures-Amended Phase 2, and do hereby dedicate, grant and convey to Clearfield City, Davis County, Utah, all those parts and portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, also those certain strips as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance and operation of public utility service lines may be authorized by Clearfield City.

Signed this _____ day of _____, 2007.

Verlan E. Robinson & Pamela J. Robinson Family Trust

Verlan E. Robinson, Trustee & Pamela J. Robinson, Trustee

State of Utah } ss
County of _____

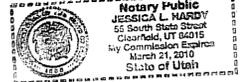
On the 5th day of February, 2007, personally appeared before me Verlan E. Robinson and Pamela J. Robinson, who being by me duly sworn did say that they are Trustees of the Verlan E. Robinson and Pamela J. Robinson Family Trust and that said instrument was signed in behalf of said Trust by a resolution of its Trustees and Verlan E. Robinson and Pamela J. Robinson acknowledged to me that said Trust executed the same.

Residing At: Davis County, Utah

Commission Expires: March 21, 2010

Jessica L. Hardy
A Notary Public commissioned in Utah

Jessica L. Hardy
Print Name



BOUNDARY DESCRIPTION

All of Lot 1 Green Pastures - Amended Clearfield City, Davis County, Utah according to the Official Plat thereof, on Record in the Davis County Records Office.

More particularly described as follows: Beginning at the Northwest Corner of said lot 1; said part being 161.94 feet South 89°56'05" East along the section line, 33.00 feet South 00°08'15" West and 1483.84 feet South 13°25'52" East from the North 1/4 corner of said Section 3; running thence 5 course along the boundary of said lot 1 as follows: South 89°57'00" East 188.79'; South 00°32'03" West 84.50 feet; North 89°57'21" West 5.27 feet; South 00°08'15" West 673.78 feet; & North 13°25'52" West 779.76 feet to the point of beginning.

Contains 1.60 Acres
*T4N-R2W SLM

GREAT BASIN ENGINEERING NORTH
CONSULTING ENGINEERS AND SURVEYORS

5746 South 1475 East - Suite 200
Ogden, Utah 84403
P.O. Box 150048, Ogden, Utah 84415
Ogden (801)394-4515 Salt Lake City (801)521-0222 Fax (801)392-7544

CLEARFIELD CITY ENGINEER

I hereby certify that this office has examined this plat and it is correct in accordance with information furnished to this office.

Signed this _____ day of February, 2007.

[Signature]

CLEARFIELD CITY PLANNING COMMISSION

Approved by the Clearfield City Planning Commission on the _____ day of February, 2007.

[Signature]

CLEARFIELD CITY ATTORNEY

Approved by the Clearfield City Attorney on the _____ day of February, 2007.

[Signature]

CLEARFIELD CITY APPROVAL

Signed and Sealed this 8th day of February, 2007.

[Signature]

Title: City Recorder



DAVIS COUNTY RECORDER

ENTRY NO. 2246732 FEE PAID \$ 32.00 FILED FOR RECORD AND RECORDED FEBRUARY 23, 2007, AT 2:34 A.M. IN BOOK 4236 OF OFFICIAL RECORDS, PAGE 89. RECORDED FOR CLEARFIELD CITY

[Signature]

DAVIS COUNTY RECORDER

DEPUTY

CLEARFIELD CITY ORDINANCE 2015-06

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 1365 WEST 25 NORTH (TIN: 12-680-0032) IN CLEARFIELD, DAVIS COUNTY, UTAH, FROM (R-1-8) RESIDENTIAL TO (A-1) AGRICULTURE AND THEN AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY.

PREAMBLE: This Ordinance rezones property located at 1365 West 25 North (TIN: 12-680-0032) in Clearfield, Davis County, Utah, from (R-1-8) Residential to (A-1) Agriculture and then amends the City's Zoning Map to reflect those changes.

WHEREAS, pursuant to an application received by the City's Community Development department, the City Council must consider a change in the zoning for the property located at 1365 West 25 North; 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 the zoning for this property and allowed public comment thereon; and

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

WHEREAS, following its public deliberation, the City Council has determined the zoning change listed below is 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 property will be hereby changed as conditioned below:

Property located at 1365 West 25 North, (TIN: 12-680-0032) in Clearfield, Davis County, Utah, from (R-1-8) Residential to (A-1) Agriculture under the following conditions: 1) the property must remain in an agricultural use, and be in compliance with all applicable provisions for the A-1 Agricultural zone as well as all other applicable ordinances, 2) no outdoor storage, including but not limited to, landscape supply yard equipment or materials will be permitted on the property, 3) the property may not be used as a place of business, and 4) no tents, awning, canopies, or other temporary buildings or structures will be permitted on the property.

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 only upon the developer's meeting the conditions precedent recommended by the Planning Commission and set forth above and its posting in three public places within Clearfield City.

Dated this 28th day of April, 2015, 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:



City Council

STAFF REPORT

TO: Mayor Shepherd, City Council, and Executive Staff

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

MEETING DATE: April 28, 2015

SUBJECT: Public Hearing, Discussion and Possible Action on:

GPA 1503-0002 a request by Bryan Wrigley, on behalf of Lotus Equities, for an Amendment to the General Plan's Future Land Use Map to change the designation from Commercial to Residential for property located at 880 South State Street (TIN: 09-015-0002). The property is approximately 3.02 acres and lies in the C-2 (Commercial) zoning district.

RZN 1503-0002 a request by Bryan Wrigley, on behalf of Lotus Equities, for a Rezone from C-2 (Commercial) to R-3 (Multi-Family Residential), located at 880 South State Street (TIN: 09-015-0002). The property is approximately 3.02 acres and lies in the C-2 (Commercial) zoning district.

RECOMMENDATION

Move to **Approve as conditioned, GPA 1503-0002** a request by Bryan Wrigley, on behalf of Lotus Equities, for an Amendment to the General Plan's Future Land Use Map to change the designation from Commercial to Residential for property located at 880 South State Street, based on the discussion and findings in the Staff Report.

(Contingent upon and only subsequent to a approval of GPA 1503-0002 as outlined above).
Move to **Approve as conditioned, RZN 1503-0002** a request by Bryan Wrigley, on behalf of Lotus Equities, for a Rezone from C-2 (Commercial) to R-3 (Multi-Family Residential), located at 880 South State Street, based on the discussion and findings in the Staff Report, and contingent upon approval, full execution and recording of a development agreement against the property.

PROJECT SUMMARY

Project Information	
Project Name	Lotus – Clearfield Townhomes
Site Location	880 South State Street
Tax ID Number	09-015-0002
Applicant	Bryan Wrigley
Owner	Davis Behavioral Health Properties
Proposed Actions	General Plan Map Amendment - Rezone Request
Current Zoning	C-2 (Commercial)
Proposed Zoning	R-3 (Multi-Family Residential)
Current Master Plan	Commercial
Gross Site Area	3.02 Acres

Surrounding Properties and Uses:	Current Zoning District	Comprehensive Plan Land Use Classification
North Single Family Home – Small Apartment Complex	C-1 (Commercial)	Commercial
East North Davis Junior High – Clearfield City Aquatic Center	R-1-9 (Residential)	Residential
South Tom Stanger Insurance	C-1 (Commercial)	Commercial
West Single Family Homes – Smith Estates	R-2 (Multi-Family Residential)	Residential

ANALYSIS

Background

This property is a redevelopment site, and is the former location of three single family homes converted to office space for Davis Behavioral Health. In 2014 Clearfield City partnered with Davis Behavioral Health to remove the structures on this site. A subdivision plat combining the lots was approved in December 2014 as required by the financial partnership entered into.

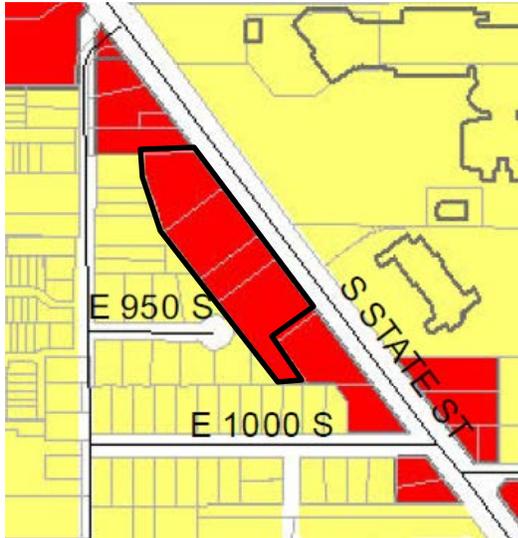
The applicant has proposed a high end townhome project consisting of approximately 47 units designed to have street presence along State Street. The included site plan is conceptual in nature, but is accurate to the type and style of housing the applicant would like to build. The analysis of the General Plan Amendment and Rezone are linked, and will both be included in this single staff report.

In December 2014, the Clearfield City General Plan was amended removing language that limits future rezones to multi-family residential. This change in the General Plan allows the City to consider rezones to multi-family. The General Plan Map indicates this area of the City as

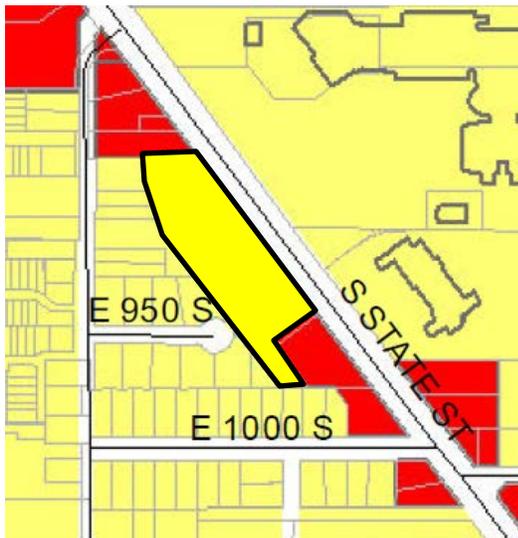
“Commercial” which permits the following zoning classifications: C-1, C-2 and B-1 zoning. The Commercial Land Use Classification within the General Plan text does not allow any stand-alone Residential Zones. For this reason, an application to amend the General Plan Map has been submitted.

General Plan Map Amendment Information:

CURRENT Clearfield City General Plan Map: Parcels in question have been outlined in black. The red color is Commercial, and the Yellow is Residential.

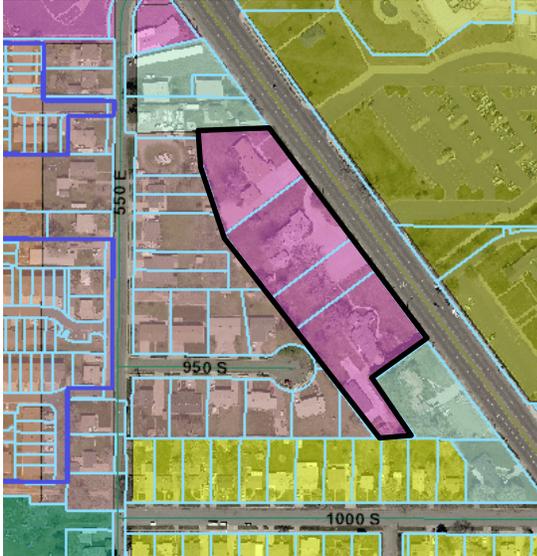


REQUESTED Clearfield City General Plan Map: Parcels in question have been highlighted yellow to indicate the request for the parcel to be listed as Residential in the General Plan.

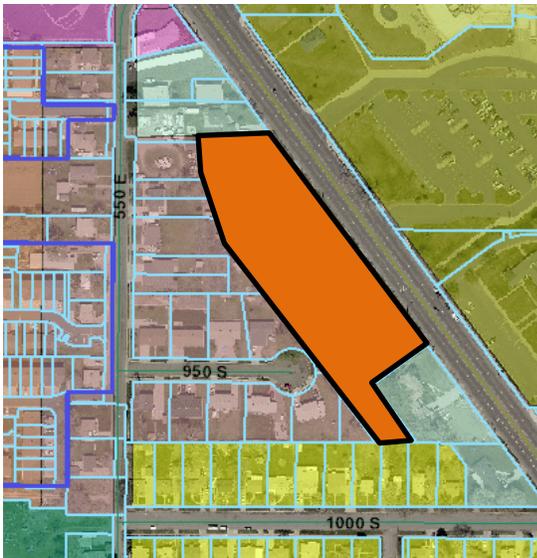


Zoning Amendment Information:

Current Clearfield City Zoning Map: Parcels in question have been outlined in Black. The purple color is C-2 (Commercial) zoning, the orange is R-3 (Multi-Family Residential) and the pink is R-2 (Multi-Family Residential).



Clearfield City Zoning Map Amendment Requested: Parcels in question have been filled in Orange to indicate the change from C-2 (Commercial) to R-3 (Multi-Family Residential).



Master Plan Review

Clearfield City General Plan no longer limits rezones of property to multi-family residential. The decision to rezone property is discretionary for the City.

For this particular property, the applicant has brought forward a project that appears to be very high quality, and provides a complimentary product to the surrounding multi-family market. High-end townhomes in this area will be a great amenity so close to the Commuter Rail and Transit

Oriented Development, and will fill a different market need than the units being proposed on the TOD site. Regardless of the use, Clearfield City staff is focusing on getting the best quality possible for each project as it comes in. New development will spur further redevelopment. Placing a very high quality project in this mid-block location could entice development of surrounding parcels into higher and better uses.

In staff's opinion, this property has limited commercial viability at this time. While it is on a main transportation corridor, the property is located mid-block and is across the street from two very passive uses, a church and junior high school. This site will not benefit from the same type of commercial synergy that other sites have due to the fact that the across the street 'neighbors' will continue to be very passive in nature. There is also some consideration to be made regarding new commercial competing with existing vacant commercial space. The S.R. 126 (State Street and Main Street) corridor has numerous vacant commercial sites, and the City would benefit greatly on focusing their efforts into those sites first to get them filled and viable before building new commercial space that the market may not support.

The property represents a redevelopment opportunity for Clearfield City. Replacing the former dilapidated structures with brand new development will certainly breathe life into an area of the city (and this transportation corridor) that has seen limited investment since the junior high school and aquatic center were completed.

The property is surrounded by other residential uses. The commercial nature of this area of State Street is historically limited. 550 East cuts off the corner from 700 South, and creates an area that could be considered a residential district with varying uses. There is a combination of single family, two family, condominiums, and apartments within walking distance of this site. Additional residential would fit into the character of the neighborhood.

For these reasons, staff is recommending approval of this General Plan Amendment.

Zoning Review

The basic zoning and development standards can be met for this request with some amendments to setbacks within the residential portion of the project. Any deviation to the R-3 Zoning Code would be determined in a Development Agreement. The applicant has prepared a Preliminary Site Plan to clearly identify the development type and style. A formal site plan application will be forthcoming should the rezone be approved by Clearfield City.

Staff has reviewed the Preliminary Site Plan, and recommends approval of the General Plan Amendment and Rezone of the property contingent upon the development being in substantial conformance with the Preliminary Site Plan as it has been presented, and with the approval, execution, and recordation of a development agreement.

Planning Commission Recommendation

Clearfield City Planning Commission recommended approval of both the General Plan Amendment and the Rezone in a meeting on April 1, 2015.

Public Comment

No public comment has been received to date.

FINDINGS

General Plan Map Amendment

Clearfield Land Use Ordinance Section 11-6-4 establishes the procedure the Planning Commission 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.	The property is currently master planned Commercial and is zoned C-2 Commercial. The property is adjacent to residential on two sides, with commercial office space to the south. The property resides mid-block on a historically non-commercial area of State Street. The applicant feels that the highest and best use of the property is multi-family R-3 Residential.
3)	A draft of the proposed text or map amendment.	This has been provided within the report outlined above. Should the Planning Commission 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. Property survey and boundary descriptions should be provided through a formal site plan process.

FINDINGS

Zoning Map Amendment

Clearfield Land Use Ordinance Section 11-6-3 establishes the following findings the Planning Commission 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”. The General Plan currently shows “Commercial” for this parcel. A General Plan Map Amendment from Commercial to Residential for this parcel has been requested by the applicant to be considered by the Planning Commission. Staff feels that the Zoning Map Amendment can be justified as meeting the purposes and intent of the General Plan.

2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	The site is a redevelopment of existing old homes that were converted into office space. The former use of the property was not high intensity commercial. The site is surrounded by residential uses. The applicant feels that this request represents the current development potential of this parcel.
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CONDITIONS OF APPROVAL – GPA 1503-0002

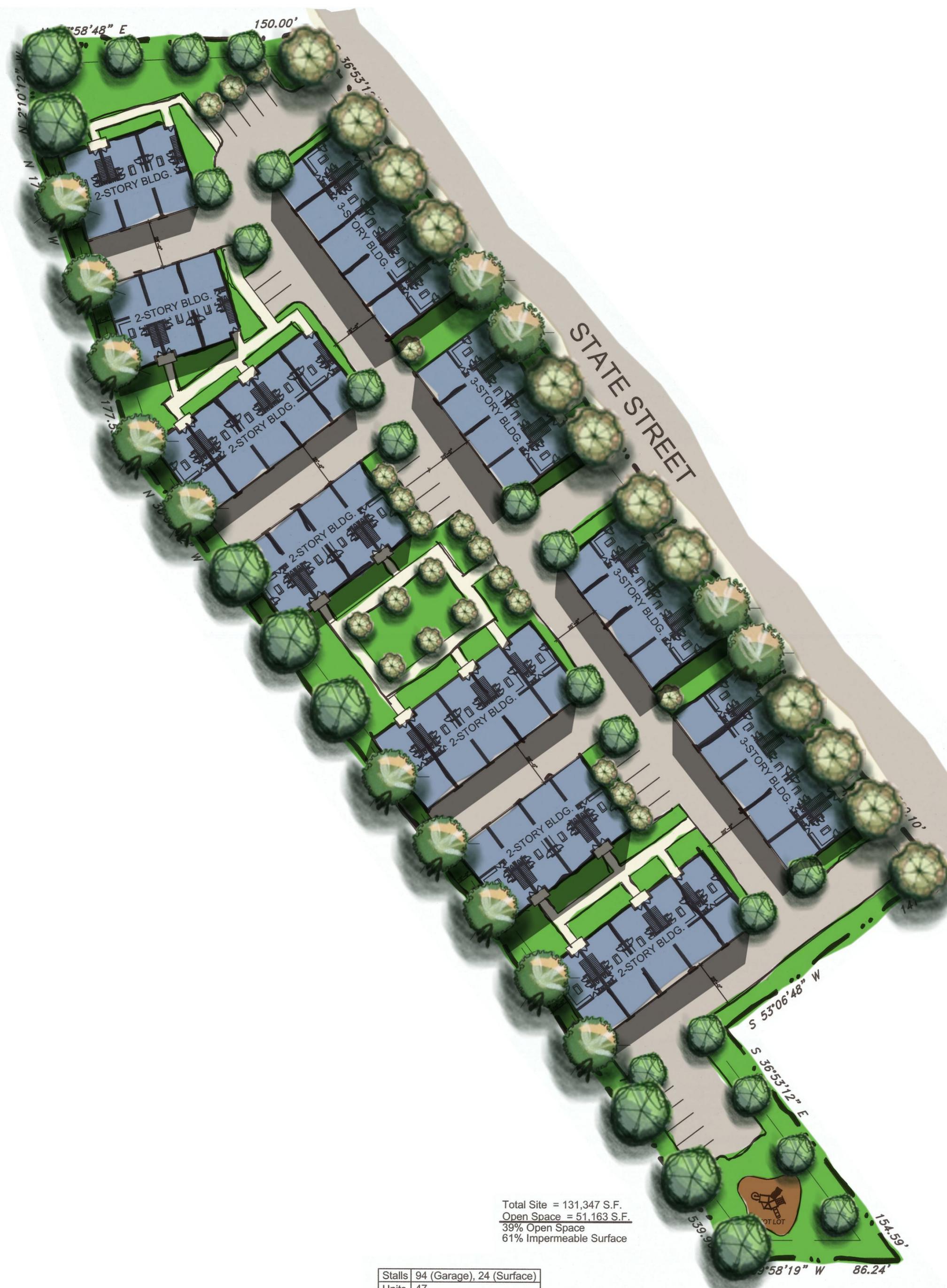
1. This General Plan Amendment is conditioned upon the submittal and approval of a Site Plan that is in substantial conformance with the preliminary Site Plan presented with this application.
2. Approval is conditioned upon the approval, full execution and recording of a development agreement against the property.

CONDITIONS OF APPROVAL – RZN 1503-0002

1. This rezone is conditioned upon the submittal and approval of a Site Plan that is in substantial conformance with the preliminary Site Plan presented with this application.
2. Approval is conditioned upon the approval, full execution and recording of a development agreement against the property.

ATTACHMENTS

1. Preliminary Site Plan and Elevation



Total Site = 131,347 S.F.
 Open Space = 51,163 S.F.
 39% Open Space
 61% Impermeable Surface

Stalls	94 (Garage), 24 (Surface)
Units	47

Tuttle and Associates, Inc.
 ARCHITECTS

LOTUS CLEARFIELD TOWNHOMES





Tuttle and Associates, Inc.
ARCHITECTS

LOTUS CLEARFIELD TOWNHOMES

CLEARFIELD CITY ORDINANCE 2015-09

AN ORDINANCE AMENDING THE CLEARFIELD CITY GENERAL PLAN

PREAMBLE: This Ordinance changes the land use classification from Commercial to Residential in the Clearfield City General Plan for the property located at 880 South State Street (TIN: 09-015-0002) once certain conditions precedent have been met.

WHEREAS, the property located at 880 South State Street (TIN: 09-015-0002) consists of 3.02 acres and currently has a land use designation of Commercial in the Clearfield City General Plan; and

WHEREAS, the property is adjacent to residential use on two sides, with commercial office space to the south and resides mid-block in a historically non-commercial area of State Street; and

WHEREAS, said property is across the street from two very passive uses, a church and junior high school, and will not benefit from the same type of commercial synergy that other sites have due to the fact that the across the street neighbors will continue to be very passive in nature; and

WHEREAS, the applicant believes that multi-family residential use in the form of high end townhomes is the property's highest and best use; and

WHEREAS, the highest and best use for the said property appears to be residential in nature; and

WHEREAS, after a public hearing on the matter, the Clearfield City Planning Commission recommended the Clearfield City Council approve the applicant's request to change the future land use from Commercial to Residential for the property located at 880 South State Street (TIN: 09-015-0002); and

WHEREAS, the Clearfield City Council received and reviewed the changes recommended by the Clearfield City Planning Commission; and

WHEREAS, following proper notice, as set forth by state law, the City Council held a public hearing on the matter and received input thereon; and

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

WHEREAS, following its public deliberation, the City Council has determined that changing the future land use classification on the Future Land Use Map of the City's

General Plan from Commercial to Residential for the property located at 880 South State Street (TIN: 09-015-0002) 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 future land use classification for the property located at 880 South State Street (TIN: 09-015-0002) be changed from Commercial to Residential and that said change 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 only upon the developer's meeting the conditions recommended by the Planning Commission and set forth above and its posting in three public places within Clearfield City.

DATED this 28th day of April, 2015, 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 ORDINANCE 2015-07

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 880 SOUTH STATE STREET (TIN: 09-015-0002) IN CLEARFIELD, DAVIS COUNTY, UTAH, FROM (C-2) COMMERCIAL TO (R-3) HIGH DENSITY RESIDENTIAL ONCE CERTAIN CONDITIONS PRECEDENT HAVE BEEN MET AND THEN AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY.

PREAMBLE: This Ordinance rezones the property located at 880 South State Street (TIN: 09-015-0002) in Clearfield, Davis County, Utah, from (C-2) Commercial to (R-3), high density Residential once certain conditions precedent have been met and then amends the City's Zoning Map to reflect those changes. The new zoning designations set forth in this ordinance, which will only take effect after the developer meets the stated conditions precedent, 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 a change in the zoning for the property located at 880 South State Street; 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 the zoning for this property and allowed public comment thereon; and

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

WHEREAS, following its public deliberation, the City Council has determined that upon the developer meeting certain conditions precedent as set forth herein, 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 property will be hereby changed as specified below:

After the developer has met the conditions precedent recommended by the City's Planning Commission, including but not limited to the following: 1) the Site Plan being in substantial conformance with that attached hereto as Exhibit "A;" and 2) a development agreement with the City being approved, fully executed, and recorded against the property as currently configured; then the property located at 880 South State Street (TIN: 09-015-0002) in Clearfield, Davis County, Utah, will be rezoned from (C-2) Commercial to (R-3) high density Residential.

Section 2. Amendments to Zoning Map: Once the conditions precedent as set forth in Section 1 above have been met by the developer and the property has been rezoned from (C-2) Commercial to (R-3) high density Residential, then the Clearfield City Zoning Map will be 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 only upon the developer's meeting the conditions precedent recommended by the Planning Commission and set forth above and its posting in three public places within Clearfield City.

Dated this 28th day of April, 2015, 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:



City Council

STAFF REPORT

TO: Mayor Shepherd, City Council, and Executive Staff

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

MEETING DATE: April 28, 2015

SUBJECT: Discussion and Possible Action on **FSP 1503-0007**, a request by John Hansen, on behalf of Thomas Rosenberg for a Final Subdivision Plat approval located at 938 S. 2000 E. (TIN: 09-302-0008). The property is approximately 7.09 acres and is split zoned R-2 (Multi-Family Residential) and C-2 (Commercial) zoning districts.

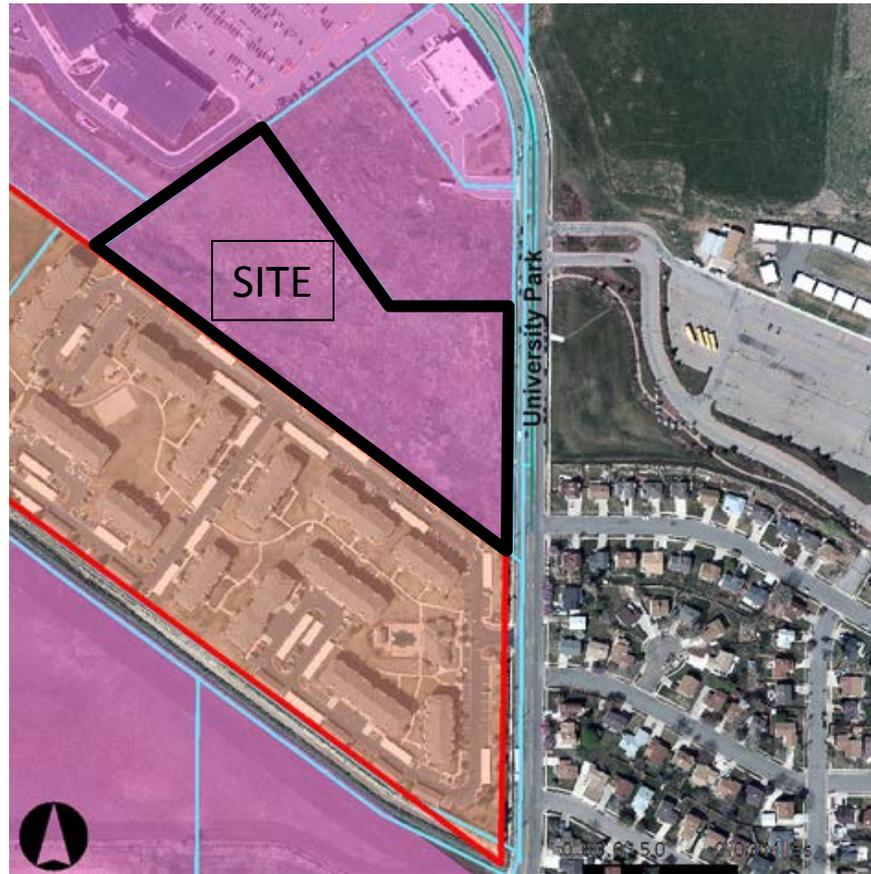
RECOMMENDATIONS

Move to **Approve as conditioned FSP 1503-0007** a request by John Hansen, on behalf of Thomas Rosenberg, for a Final Subdivision Plat approval located at 938 S. 2000 E. (TIN: 09-302-0008), based on the discussion and findings in the Staff Report.

PROJECT SUMMARY

Project Information	
Project Name	Rosenberg Rezone
Site Location	938 S. 2000 E
Tax ID Number	09-302-0008
Applicant	John Hansen
Owner	Thomas Rosenberg
Proposed Actions	Subdivision Plat Approval
Current Zoning	C-2 (Commercial) / R-2 (Residential)
Current Master Plan	Mixed Use / Residential
Gross Site Area	7.09 Acres (5.517 acres Residential)

Vicinity Map



ANALYSIS

The applicant Mr. John Hansen has been working with Clearfield City Staff to identify development specifics such as drainage, retention, and parking within a proposed mixed-use site. Based on a request from Mr. Hansen, the item was tabled on March 4, 2015 and continued to the April 1, 2015 Planning Commission meeting. A more complete set of plans has come in for review, and staff feels that they can now make a recommendation on the Plat submittal.

The Plat consists of 32 lots designed for twin home development (please note there is one single home, and one tri-plex), two commercial pad sites along 2000 East (a.k.a. University Park Boulevard), and the remainder of the property held as 'Common Area' which will be required to be maintained through a Homeowner's Association. The plat should reflect the creation of a Homeowner's Association with a note that Common Areas will be maintained by the HOA in perpetuity.

The site is served by a single public road that will be designed to Clearfield City standards with curb, gutter and sidewalk. The road is planned to be dedicated to the City. The project has been designed in such a way that a future east/west access route can be accommodated on the west end of the road. This right-of-way would connect to a future parking lot on land to the west and eventually connect to 900 South Street which is currently a private road. While there are no

plans at this time to connect this road, it is important to note that the Developer is meeting the intent of the Clearfield City General Plan by accommodating this future east/west connection.

The project as designed is below the density maximum of 8 dwelling units per acre in the R-2 zone at approximately 5.8 dwelling units per acre. The Common Area makes up 48% of the residential portion of the site and is being provided as Landscaping/Open Space with a Storm Water Detention area on the southeast side of the residential portion of the project. The finished floor area of each unit will be at least 1,500 square feet and have a two-car garage attached. The preliminary building footprint shows that the development meets that requirement. Due to the unique topography on the site, the setbacks will need to be agreed upon through a Development Agreement.

Staff would recommend that the project be surrounded by 10 foot public utility easements and also that the future western access road has a recorded easement placed in the future right-of-way.

DEVELOPMENT AGREEMENT ITEMS

As part of a recent rezone of this property on the western 5.517 acres, the City required that Commercial buildings fronting 2000 East to have the buildings set on the street with parking behind or to the side.

The setbacks in the R-2 zone require 25 foot front yards and 25 foot rear yards. This site is long and skinny with a significant slope north to south. Due to the unique site constraints the buildings have been pushed closer to the street with a front yard setback of 20 feet, and the site is proposed to be developed closer to the south property line with a 15 foot rear yard on some of the units. The R-2 code also requires 30 feet of separation between multi-family buildings, but states that an 8 foot side yard is acceptable. The nature of these units will be operate much more closely to single-family homes than multi-family and the proposed separation between buildings is 12 feet.

Staff would recommend that the Development Agreement reflect the reduction in yard setbacks, and indicate the positioning of the buildings on the C-2 zoned portions of property as indicated in the staff report. The Development Agreement draft has been included for City Council consideration.

Comprehensive Plan and Zoning

The project was recently approved for a General Plan amendment and Rezone. With the inclusion of the east/west access easement across the property, the project will meet the intent of the Comprehensive Plan. Zoning requirements are largely met, and are recommended to be further approved through a Development Agreement.

ENGINEERING REVIEW

Public Works and Engineering Department are working on a joint review of the project. A meeting with the Developer and City Staff was helpful for everyone involved in outlining the City's Storm Detention needs. The proposed project has accommodated an on-site storm detention facility. Planning Staff will defer to the Engineer and Public Works Director on their recommendations regarding sizing and design of the streets and storm detention. Staff does not have concerns with the proposed location of drainage or road design.

OTHER AGENCY REVIEW

The Fire Department letter has been requested. At minimum the project must meet fire hydrant placement requirements and accommodate a turn-around at the end of the cul-de-sac for a fire truck.

Planning Commission Recommendation

On April 1, 2015 Planning Commission approved the Preliminary Plat, and made a recommendation for approval for the Final Plat as conditioned in the staff report.

Public Comment

No public comment has been received to date.

CONDITIONS OF APPROVAL – FSP 1503-0007

- 1) A final clean copy of the Final Subdivision Plat needs to be filed with the Planning Department, with all changes and redlines corrected from Planning, Public Works, and Engineering.
- 2) Approval of this development is contingent upon approval, full execution and recording of a development agreement against the entire parcel as currently configured specifying building locations, setbacks, open space, road network, and parking requirements in substantial conformance with the submitted site plan, with parking on the commercial structures to be placed behind the buildings, with the buildings fronting 2000 East.
- 3) The plat must include a note regarding creation of a Homeowner's Association, and that Common Areas and all private amenities will be maintained by the HOA in perpetuity.
- 4) 10 Foot public-utility-easements must be provided around the development. The future western access road must be identified within a recorded easement for that purpose.
- 5) The Construction Documents submitted for building permits shall be in substantial conformance with the documents submitted in this Final Subdivision Plat approval, FSP 1503-0007; however, they will also include and address the following:
 - a. The final engineering design (construction drawings) submitted for site improvements shall meet City standards and be to the satisfaction of the City Engineer.
 - b. The final building plans submitted shall meet building safety standards and be to the satisfaction of the City Building Official.
 - c. The final building plans shall meet the minimum standards for building materials as established in R-2 Zone 11-9D-11(E). The final building plans should be in substantial conformance with Chapter 18 Design Guidelines.
 - d. The appropriate number of parking stalls shall be delineated and designed for the site and shown on submitted construction drawings. A two car garage at minimum is required for each residential unit.
 - e. New lighting for the site, either parking lot or exterior to the building shall be shown on the construction documents and meet City Code.
 - f. A minimum of 20 percent landscaping shall be provided and meet the minimum standards set forth in 11-13-23.

- g. Proposed signage must meet Title 11, Chapter 15 standards. Signs are not included as part of this Site Plan approval. Separate review and approval will be required.
- 6) Plat approval is subject to North Davis County Fire District review and approval.
- 7) 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.

ATTACHMENTS

- 1. Final Plat Submittal
- 2. Engineer's Letter

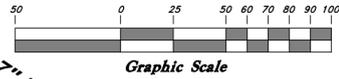


VICINITY MAP
(Not to Scale)

- Legend**
- ▲ Set Nail in Curb
 - Set 5/8" Rebar (24" long) & cap w/ Fencepost
 - Found 5/8" Rebar (24" long) & "GBE" cap w/ Fencepost
 - ⊕ Set Hub & Tack
 - ⊖ Monument to be set
 - (Rad.) Radial line
 - (N/R) Non-Radial line
 - (D.C.S.) Davis County Surveyor
 - P.U.E. Public Utility Easement



Scale: 1" = 50'



Rosenberg Subdivision

A part of Sections 7, T4N, R1W, SLB&M, U.S. Survey

Clearfield City, Davis County, Utah

March 2015

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58 Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I also do hereby certify that Rosenberg Subdivision in Clearfield City, Davis County, Utah has been correctly drawn to the designated 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 Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monumented lot corners have been set as shown on this drawing.

Signed this _____ day of _____, 2015.

Andy Hubbard

OWNER'S DEDICATON

I, the undersigned owner of the hereon described tract of land, hereby set apart and subdivide the same into lots as shown on this plat, and name said tract Rosenberg Subdivision, as may be authorized by Clearfield City.

Signed this _____ day of _____, 2015.

John W. Hansen & Associates

John W. Hansen - President

ACKNOWLEDGMENT

State of Utah }
County of Davis } ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____.

Residing At: _____ A Notary Public commissioned in Utah

Commission Number: _____

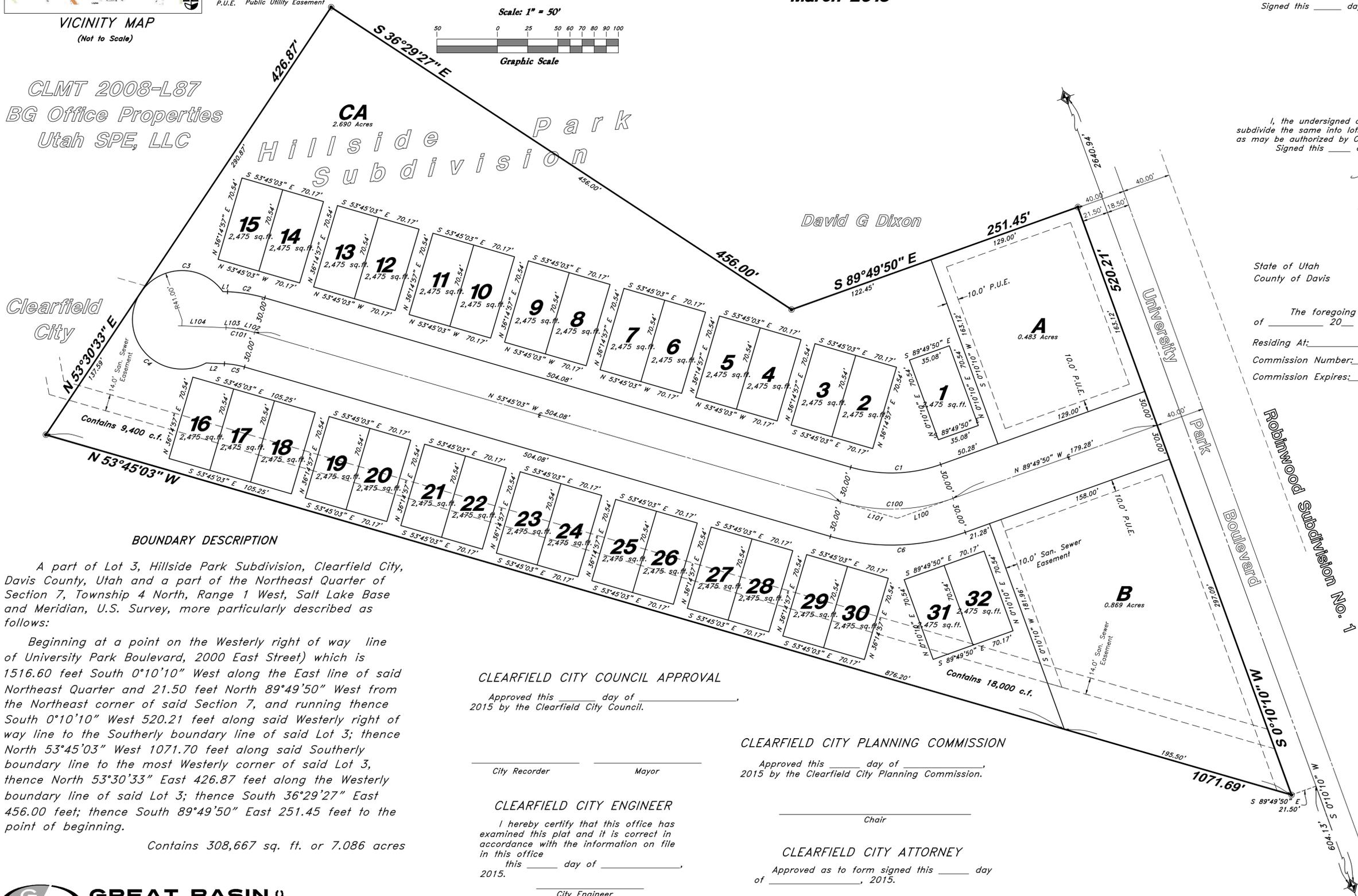
Commission Expires: _____

Print Name

CLMT 2008-L87
BG Office Properties
Utah SPE, LLC

Hillside Park Subdivision

Clearfield City



BOUNDARY DESCRIPTION

A part of Lot 3, Hillside Park Subdivision, Clearfield City, Davis County, Utah and a part of the Northeast Quarter of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on the Westerly right of way line of University Park Boulevard, 2000 East Street) which is 1516.60 feet South 0°10'10" West along the East line of said Northeast Quarter and 21.50 feet North 89°49'50" West from the Northeast corner of said Section 7, and running thence South 0°10'10" West 520.21 feet along said Westerly right of way line to the Southerly boundary line of said Lot 3; thence North 53°45'03" West 1071.70 feet along said Southerly boundary line to the most Westerly corner of said Lot 3, thence North 53°30'33" East 426.87 feet along the Westerly boundary line of said Lot 3; thence South 36°29'27" East 456.00 feet; thence South 89°49'50" East 251.45 feet to the point of beginning.

Contains 308,667 sq. ft. or 7.086 acres

CLEARFIELD CITY COUNCIL APPROVAL

Approved this _____ day of _____, 2015 by the Clearfield City Council.

City Recorder Mayor

CLEARFIELD CITY ENGINEER

I hereby certify that this office has examined this plat and it is correct in accordance with the information on file in this office

this _____ day of _____, 2015.

City Engineer

CLEARFIELD CITY PLANNING COMMISSION

Approved this _____ day of _____, 2015 by the Clearfield City Planning Commission.

Chair

CLEARFIELD CITY ATTORNEY

Approved as to form signed this _____ day of _____, 2015.

City Attorney

CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
C1	36°04'47"	120.00	75.57	74.32'	S 71°47'27" E
C2	13°45'38"	130.00	31.22	31.15'	S 60°37'52" E
C3	124°12'03"	41.00	88.88	72.47'	S 77°11'02" E
C4	139°36'55"	41.00	99.91	76.96'	N 29°05'31" W
C5	13°45'38"	70.00	16.81	16.77'	N 60°37'52" W
C6	36°04'47"	180.00	113.35	111.48'	N 71°47'27" W
C100	36°04'47"	150.00	94.46	92.90'	N 71°47'27" W
C101	13°45'38"	100.00	24.02	23.96'	N 60°37'52" W

LINE DATA		
Line	Bearing	Length
L1	S 67°30'41" E	4.02
L2	N 67°30'41" W	15.17
L100	N 89°49'50" W	48.85
L101	N 53°45'03" W	48.85
L102	N 53°45'03" W	12.07
L103	N 67°30'41" W	12.07
L104	N 67°30'41" W	39.60

DAVIS COUNTY RECORDER

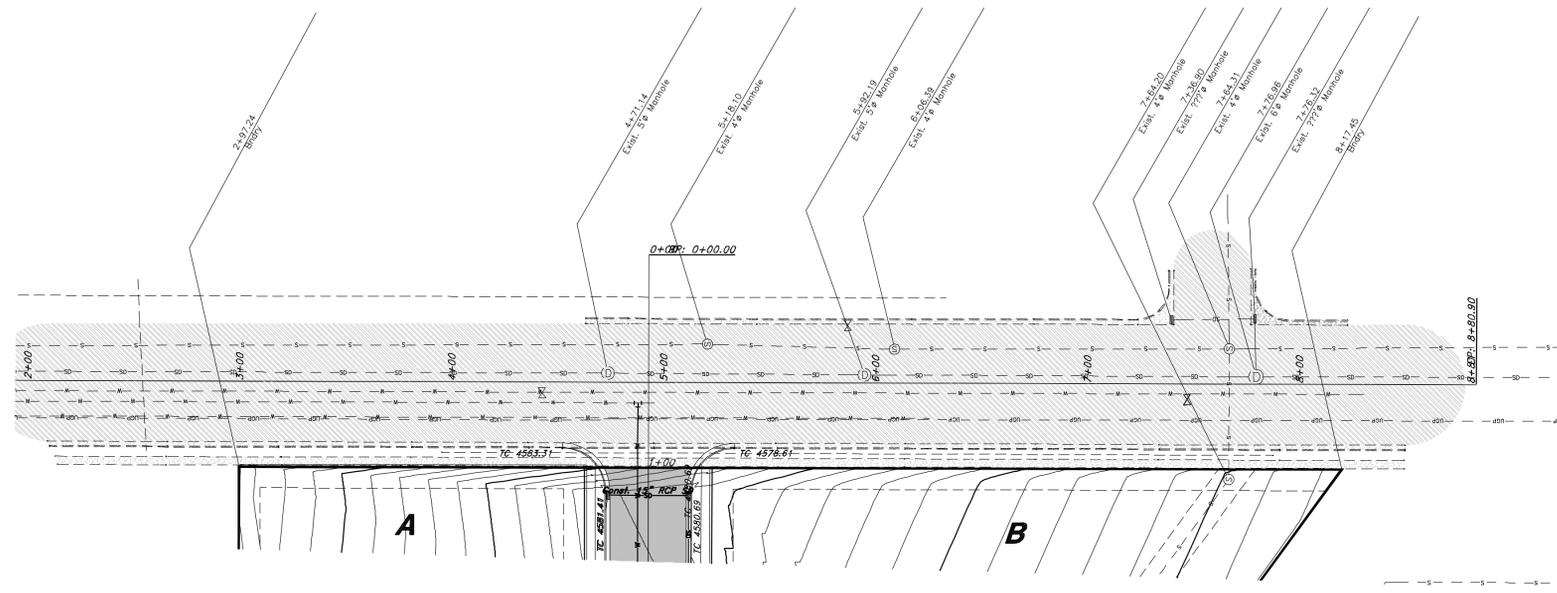
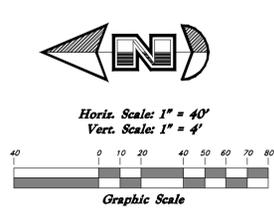
ENTRY NO. _____ FEE PAID _____
 FILED FOR RECORD AND
 RECORDED _____ AT _____
 IN BOOK _____ OF OFFICIAL
 RECORDS, PAGE _____ RECORDED
 FOR _____

DAVIS COUNTY RECORDER

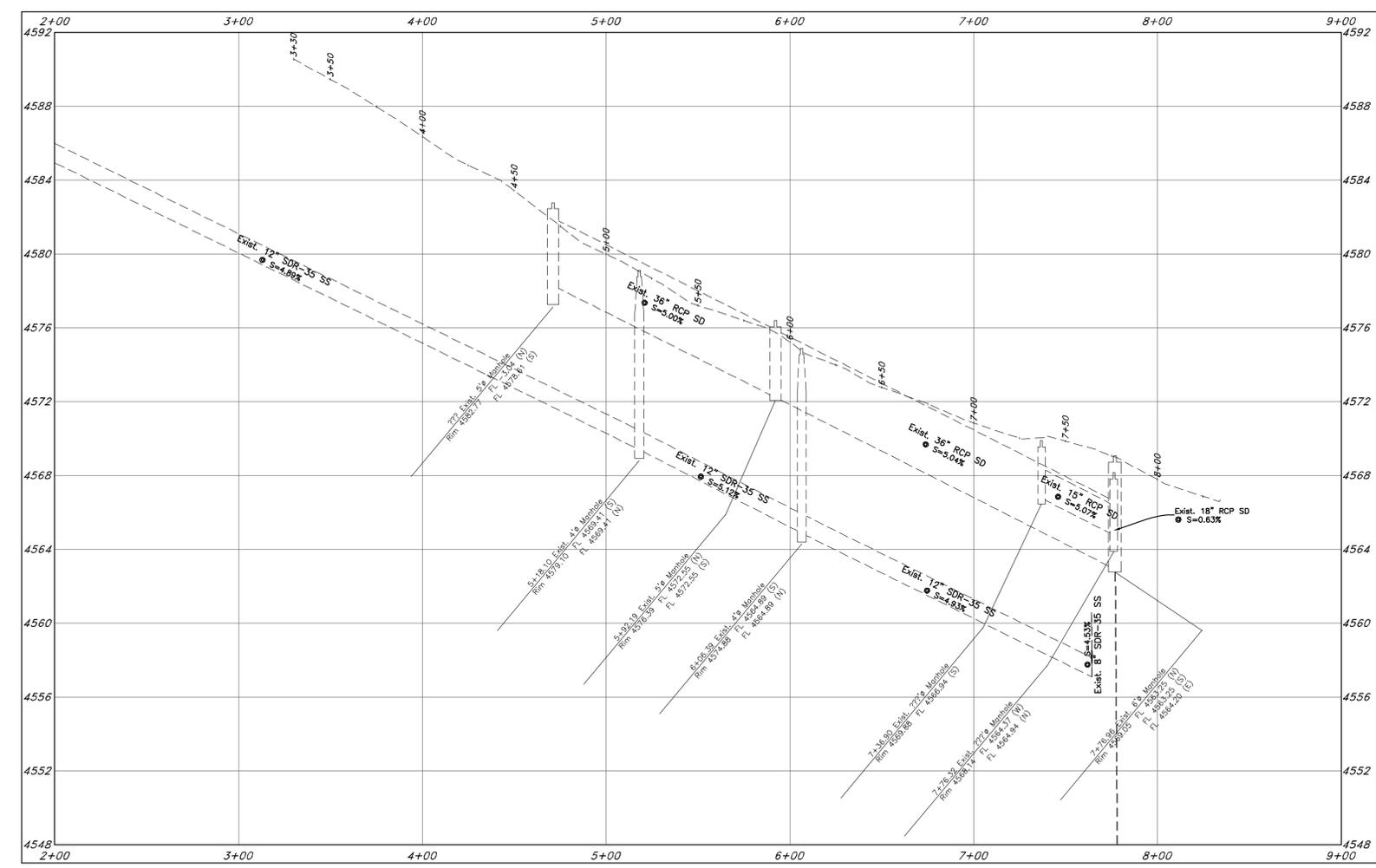
BY: _____ DEPUTY

GREAT BASIN ENGINEERING
 5746 SOUTH 1475 EAST OGDEN, UTAH 84403
 MAIN (801)394-4515 S.L.C. (801)521-0222 FAX (801)392-7544
 WWW.GREATBASINENGINEERING.COM

TENTATIVE FINAL



University Park Boulevard



REV	DATE	DESCRIPTION

GREAT BASIN ENGINEERING

5746 SOUTH 1475 EAST, SALT LAKE CITY, UTAH 84143
 MAIN 801.594.4515 FAX 801.592.7544
 WWW.GREATBASINENGINEERING.COM

Plan & Profile

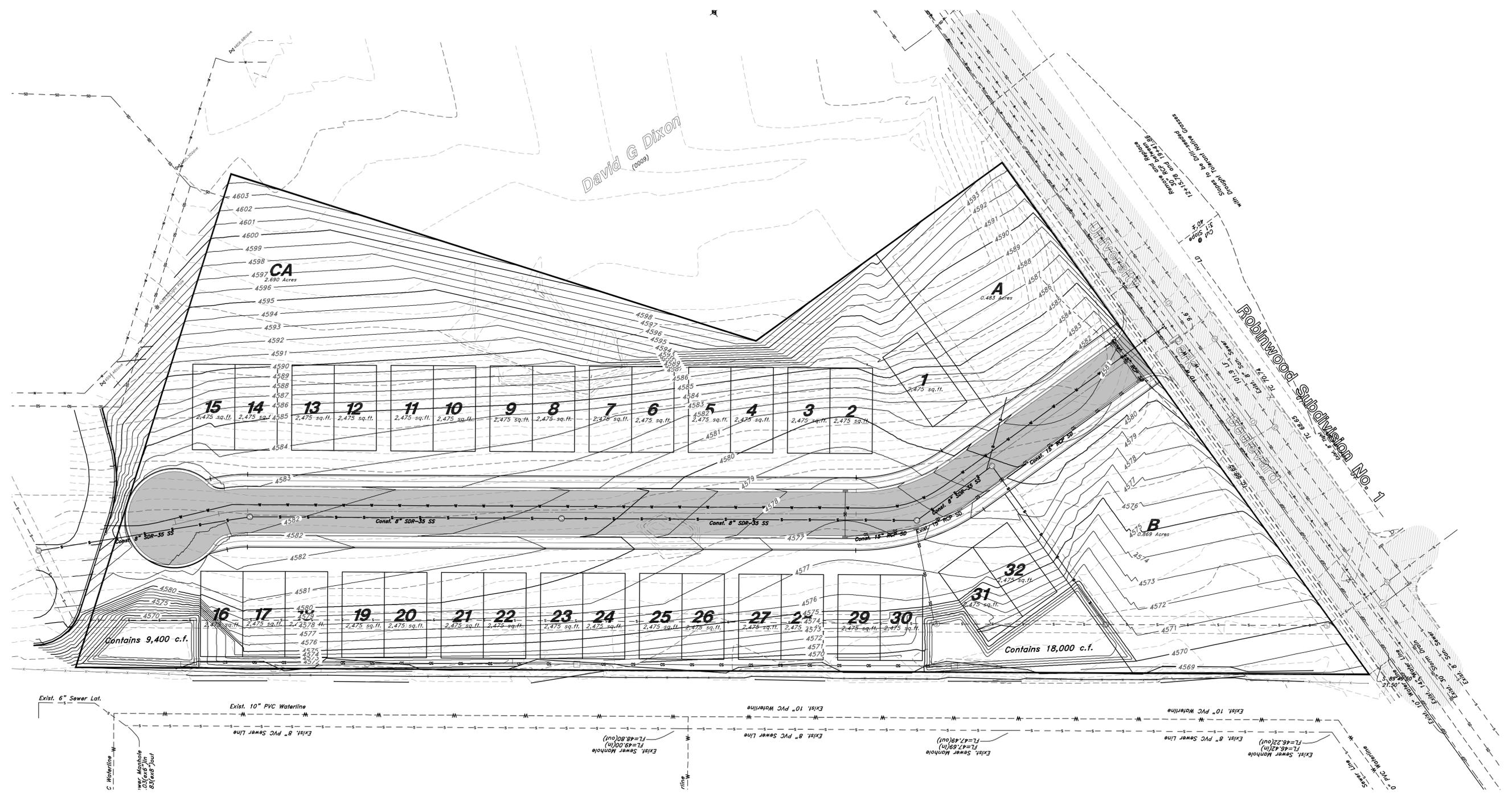
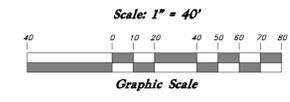
Hansen - Rosenberg
 Approx. 1000 South University Park Blvd.
 Clearfield City, Davis County, Utah
 A part of Section 7, T4N, R1W, SLB&M, U.S. Survey

6 Mar, 2015

SHEET NO.

C1

13N784



REV.	DATE	DESCRIPTION

GREAT BASIN ENGINEERING

5746 SOUTH 1475 EAST, OGDEN, UTAH 84403
 MAIN OFFICE: (801) 222-1022
 WWW.GREATBASINENGINEERING.COM

Grading & Drainage Plan

Hansen Rosenberg
 Approx. 1000 South University Park Blvd.
 Clearfield City, Davis County, Utah
 A part of Section 7, T4N, R1W, S18E, U.S. Survey

23 Mar, 2015
 SHEET NO.
C3
 081800



27th March 2015

City of Clearfield
55 South State Street
Clearfield City, Utah 84015

Attn: Scott A. Hess, Development Services Manager
Proj: **Rosenberg Subdivision**
Subj: Plat & Improvement Plans - Review

Dear Scott,

I reviewed the Plat and the Improvement Drawings and the following items will need to be considered and addressed prior to receiving recommended approval from our office.

General Note:

1. An **electronic copy** of the completed Site Plan drawings and details must be submitted to the Public Work Department via our office for record keeping upon design completion and prior to approval of the Site Plan drawings from our office.

Plat

1. The "Point of Beginning" needs to be shown on the Plat.
2. The "Section Corners" need to be labeled.
3. The section ties need to be correctly shown and added where missing.
4. The existing sanitary sewer easement needs to be shown a vacated.
5. All lots (building sites) need to be dimensioned with ties to the subdivision boundaries.
6. The Street address and Lot addresses need to be shown.
7. The cul-de-sac needs to be shown as a 55 foot radius per the "Public Works Standards".
8. Survey Monuments need to be shown.
9. A note needs to indicate that the common area "CA" will allow public utilities?

10. There is an error with the boundary distance of 1,071.70 vs 1,71.69' shown on the drawing boundary.
11. A note needs to be placed on the Plat indicating that all storm water facilities and piping on private property are privately owned and privately managed, by the "Home Owners Association".

Improvement Drawings

1. Notes need to be placed on the improvement drawings indicating all deteriorated, damaged or missing surface improvements surrounding the perimeter of the development be replaced or installed; i.e., curb and gutter, sidewalk, landscaping park strip improvements, asphalt patching, etc. There is damage to sidewalks along University Park Boulevard (2000 East) which needs to be repaired.
2. The subdivision storm water collection system and detention calculations will need to be prepared and submitted for review. The storm water system will be considered "Private" until connection/discharge into the City detention basin located to the southwest of this subdivision.
 - The storm water detention basin and facilities will need to be designed and constructed in consideration of a 100-year, 24-hour storm event. The storm water detention basin and collection systems will need to have the standard operating and control facilities, i.e., inlet/outlet control structure, interior over-flow control, outlet control orifices, over flow spillways, and all basin maintenance/landscaping improvements. The design of the storm water on-site collection piping system, finish contours lines, site grades, 12" freeboard berm, and all general on-site facilities will need to be completed. The design drawings will need to be finished and re-submitted for review along with the drainage drawings and detail plans for their construction.
 - The storm water piping along the southerly side of lots 16-30 will need to be sized to handle the 100-year storm water event and flows from the easterly detention basin.
 - A storm water collection /inlet box (hooded with dual grates) located on the westerly side of 2000 East Street will need to be designed for collection of storm water run-off up-stream of the main roadway entrance into the subdivision. A waterway will not be approved.
 - Storm water from "Parcel A" will need to be collected on the parcel site and then piped to the easterly detention basin.
 - Storm water from "Parcel B" will need to be collected on the parcel site and then piped to the easterly detention basin.
 - The easterly detention basin will need an overflow spillway which connects directly into the storm water piping which has been shown on the drawings. This outlet piping then flows to the 2nd detention basin which will require the same collection / discharge facilities.
 - The cul-de-sac may need an inlet catch basin designed along the southerly side.
 - The inlet catch basins near lot #2 and lot #29 should be hooded boxes.
3. The subdivision waterline will need to be sized as a 10" diameter pipeline due to lower pressures from 2000 East Street.

- The new water line will need to be extended south from the cul-de-sac to Pinnacle Apartments and connected with their existing 10” diameter pipeline. A gate valve will be required at the connection with a 24” x 24” concrete location pad placed around the valve box. (This connection will provide the possible of culinary water flow from the 16” diameter pipe which Pinnacle Apartments is connected – via a check valve).
4. The water meters, water and sewer laterals need to be shown on the drawings.
 5. The fire hydrants throughout the subdivision and along 2000 East need to be shown.
 6. A sidewalk needs to be installed around the perimeter of the cul-de-sac with an extension to the property to the west (a future connection with City trails and the detention / park).
 7. All repairs to University Park Boulevard’s existing asphalt paving following construction of all utilities and the connection to the Layton City storm water piping will need to be approved by Layton City.

We would be happy to meet with the Developer and/or his Engineer to review the above items should they have any questions.

Sincerely,

CEC, Civil Engineering Consultants, PLLC.



N. Scott Nelson, PE.

City Engineer

Cc. Scott Hodge, Public Works Director
Dan Schuler, Public Works Inspector and Storm Water Manager
Michael McDonald, Building Official



City Council

STAFF REPORT

TO: Mayor Shepherd, City Council, and Executive Staff

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

MEETING DATE: April 28, 2015

SUBJECT: Discussion and Possible Action on **FSP 1503-0005** a request by Michael Christensen, on behalf of the Thackeray Company, for Final Subdivision Plat approval for Phase 1 on an approved Mixed-Use Development on approximately 70 acres located at 1250 S. State Street (TIN: 12-066-0071, 12-067-0139).

RECOMMENDATIONS

Move to **Approve as conditioned FSP 1503-0005** a request by Michael Christensen, on behalf of the Thackeray Company, for Final Subdivision Plat approval for Phase 1 on an approved Mixed-Use Development on approximately 70 acres located at 1250 S. State Street, based on discussion and findings in the Staff Report.

PROJECT SUMMARY

Project Information	
Project Name	Clearfield Station
Site Location	1250 S. State (SWC of State Street and 1000 East)
Tax ID Number	12-066-0071, 12-067-0139
Applicant	Michael Christensen Thackeray Garn Company
Owner	Utah Transit Authority (UTA) Jennifer Rigby, Representative
Proposed Actions	Phase 1 - Subdivision Plat
Current Zoning	MU (Mixed Use)
Land Use Classification	Mixed-Use
Gross Site Area	70 acres

Surrounding Properties and Uses:	Current Zoning District	Comprehensive Plan Land Use Classification
North	Clearfield City Cemetery, agricultural properties with existing residences and Shady Grove Mobile Home Park	R-2 (Multi-family Residential) A-1 (Agricultural) C-2 (Commercial)
East	State Street, various commercial developments (e.g. Lucky Auto, Jim's Tires, Noah's Auto, Almosta Junction)	C-2 (Commercial)
South	Oakstone Apartments and Townhomes	R-3 (Multi-Family Residential)
West	Union Pacific Railroad, then developed Industrial properties	M-1 (Manufacturing)

ANALYSIS

Master Plan and Zoning

Clearfield Station Transit Oriented Development was approved via a Master Development Plan (and corresponding rezone to MU) and a Master Development Agreement in a City Council meeting on March 11, 2014. The first version of the Preliminary Plat for the entire 70 acre site was approved on May 7, 2014 by the Clearfield Planning Commission. A final subdivision plat for Phase 1 was approved by Clearfield City Council on July 22, 2014. The approved Final Plat was never recorded with Davis County. As the Developer considered the project, there were a few small changes that they felt would better serve the site. The current request is for revised Preliminary Plat and Final Plat approvals for Phase 1 of the development.

The plans submitted are in substantial conformance with the Mixed-Use Zone requirements. The revised Final Plat does represent a change in the phasing plan of the Master Development Plan and the Master Development Agreement. There is a separate request to amend those documents.

Phase 1 Subdivision Plat Planning Review

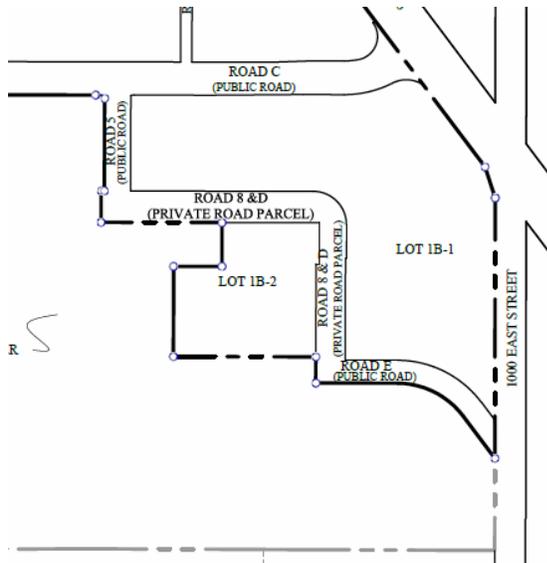
PRELIMINARY PLAT

A Preliminary Plat received approval May 7, 2014. Clearfield City Code 12-7-5A specifies that a Preliminary Plat is approved for 12 months so long as a Final Plat is recorded. Since there was never a Final Plat recorded, and the revised Final Plat will likely not record before May 7, 2015, the Preliminary Plat must be approved again. Staff has reviewed the submittal and has found that the Final Plat is in substantial conformance with the Preliminary Plat. Planning Commission approved the Preliminary Plat on April 1, 2015.

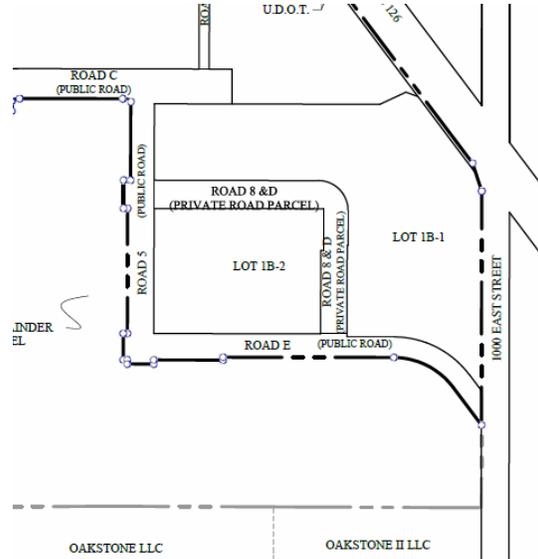
FINAL PLAT

The revised Phase 1A Final Plat has been reviewed by City Staff, and is generally found to be in conformance with City Code. The amended Final Plat has a few small changes. The Public Road labeled Road C is not shown to connect to State Street at this time, and is shown as an easement. The change also increases the size of Lot 1B-2, and continues Road 5 and Road E as shown below:

July 22, 2014 Final Plat



April 1, 2015 - Final Plat Request



Fire Department Review

North Davis Fire District (NDFD) worked with the applicant in the Preliminary Plat stage to best incorporate fire infrastructure into the development as a whole. NDFD was comfortable with the submittal strictly from a fire perspective based review of the Preliminary Subdivision Plan and based on a letter to Clearfield City Community Development on April 29, 2014. The comments focus on location of fire risers and fire-fighting infrastructure provided throughout the development. Exact locations of public utilities and fire infrastructure have been reviewed in detail, and the comments regarding hydrant location have been sent to the developer.

Public Works/Engineering Review

Clearfield City Public Works and Scott Nelson with CEC Engineering are working together on a joint review of the Final Subdivision Plat and Phase 1a Site Plan review. The items included in their review letter will be incorporated into the conditions of approval.

The Final Plat is substantially similar to the former approval. The location of all utility services and storm detention will be the same as the former approval.

Master Development Agreement

The proposed Final Subdivision Plat will require an amendment to the Master Development Agreement as approved by Clearfield City Council on March 11, 2014. The change represents an increase in total residential units in Phase 1B. Those changes will be discussed in the Master Development Plan and Master Development Agreements staff reports in separate items.

Planning Commission Recommendation

On April 1, 2015 Planning Commission approved the Preliminary Plat, and made a recommendation for approval for the Final Plat as conditioned in the staff report.

Public Comment

No additional public comment has been received outside of the previous public hearings.

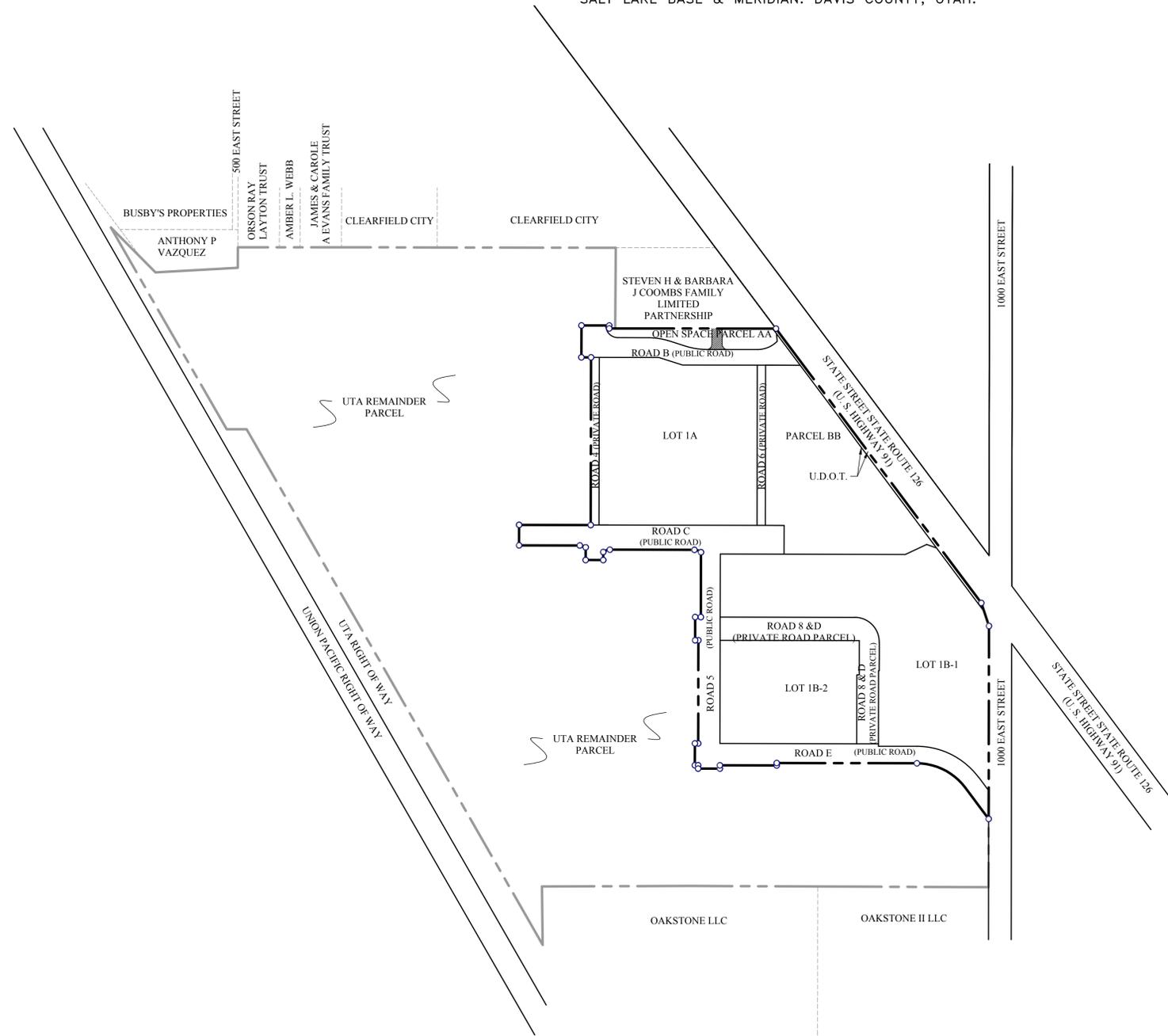
CONDITIONS OF APPROVAL – FSP 1503-0005

- 1) The developer shall submit a final clean copy of the Final Subdivision Plat documents correcting all errors and omissions indicated by Staff Reviews.
- 2) The final engineering design (Improvement Plans) shall meet City standards and be to the satisfaction of the City Engineer and Public Works Department. Developer shall demonstrate sufficient capacity in the City's sanitary sewer collection system in 1000 East and downstream to provide adequate service for the project; or, in the alternative, Developer shall improve (expand/upsized) the City's system to accommodate the Project.
- 3) The final Fire Infrastructure design shall meet North Davis Fire District standards and be to the satisfaction of the Fire Marshall.
- 4) 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 recordation of the Final Plat.
- 5) No building permits shall be issued or construction of buildings or improvements may begin until after recordation of the final plat. Final plat recordation may come in phases for large tract development.
- 6) All Final Subdivision Plat and Site Plan submittals shall be in substantial conformance with the approved Master Development Plan and Master Development Agreement.

ATTACHMENTS

1. Phase 1 Final Subdivision Plat

CLEARFIELD STATION TOD PHASE 1
 LOCATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST,
 SALT LAKE BASE & MERIDIAN. DAVIS COUNTY, UTAH.



VICINITY MAP
N.T.S.

OWNERS ACKNOWLEDGEMENT

UTAH TRANSIT AUTHORITY
 A PUBLIC TRANSIT DISTRICT OF THE STATE OF UTAH

BY: _____ BY: _____
 NAME: _____ NAME: _____
 TITLE: _____ TITLE: _____

STATE OF UTAH COUNTY OF SALT LAKE
 ON THIS ____ DAY OF _____, 2014, PERSONALLY APPEARED BEFORE ME _____ AND _____, THE _____ AND _____, RESPECTIVELY, OF THE UTAH TRANSIT AUTHORITY, A PUBLIC TRANSIT DISTRICT OF THE STATE OF UTAH, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID UTAH TRANSIT AUTHORITY BY AUTHORITY, AND THEY ACKNOWLEDGE TO ME THAT SAID UTAH TRANSIT AUTHORITY EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC _____
 RESIDING IN _____

OWNER'S DEDICATION

KNOWN ALL BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF THE HEREON DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS AND STREETS TO BE HEREAFTER KNOWN AS:

CLEARFIELD STATION TOD PHASE 1

THE UNDERSIGNED OWNERS HEREBY DEDICATE, EXCEPT IN ACCORDANCE WITH THE COMPLETE DEFEASANCE CONTAINED HEREIN BELOW, TO CLEARFIELD CITY ALL THOSE TRACTS OF LAND DESIGNATED ON THIS PLAT AS PUBLIC ROADS. THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY SERVICE LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO CLEARFIELD CITY A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PRIVATE ROADS AND THE WET UTILITY EASEMENTS (SEWER, WATER, AND STORM DRAIN) SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF SEWER, WATER, AND STORM DRAIN LINES AND FACILITIES.

SUBJECT TO THE FOLLOWING REVERSIONARY INTEREST IN AND TO THE UTAH TRANSIT AUTHORITY:

AS A CONDITION OF THE DEDICATION OF THE ROADS FOR PUBLIC RIGHT OF WAY AND THE APPURTENANCES THERETO, IF ANY OF THE ROADS AND ANY OF THE APPURTENANCES THERETO DEDICATED TO THE CITY OF CLEARFIELD CITY BY UTAH TRANSIT AUTHORITY CEASE TO BE USED AND MAINTAINED BY THE CITY OF CLEARFIELD CITY AS PUBLIC RIGHT OF WAY, TITLE TO SUCH PROPERTY SHALL AUTOMATICALLY DEFEASE AND REVERT TO UTAH TRANSIT AUTHORITY OR ITS SUCCESSOR; PROVIDED, HOWEVER, THAT PUBLIC AND PRIVATE UTILITY SYSTEMS DO NOT CONSTITUTE APPURTENANCES; ALSO PROVIDED THAT THE CITY'S RECORDING OF A STREET VACATION PLAT SHALL CONSTITUTE EVIDENCE THAT A ROAD HAS CEASED TO BE USED AND MAINTAINED AS PUBLIC RIGHT OF WAY.

(A) SUBJECT TO THE AFFECTED PROPERTY OWNER'S PRIOR WRITTEN APPROVAL AS TO THE LOCATION OF PARTICULAR FACILITIES, THE UNDERSIGNED OWNER HEREBY CREATES A GENERAL NON-EXCLUSIVE EASEMENT OVER, ACROSS, THROUGH, AND UNDER LOTS FOR INGRESS TO, EGRESS FROM, AND INSTALLATION, REPLACEMENT, REPAIR, AND MAINTENANCE OF, ALL UTILITY AND SERVICE LINES AND SYSTEMS, INCLUDING GAS, TELEPHONE, ELECTRICITY, AND CABLE COMMUNICATIONS THAT SERVICE ALL OR PART OF THE LOTS.

(B) ANY UTILITY OR SERVICE COMPANY USING THIS GENERAL EASEMENT WILL USE ITS BEST EFFORTS TO INSTALL, REPAIR, REPLACE, AND MAINTAIN ITS LINES AND SYSTEMS WITHOUT DISTURBING THE USES OF OWNERS AND OCCUPANTS OF THE LOTS AND OTHER UTILITY AND SERVICE COMPANIES.

(C) IF THE AFFECTED OWNER OR ANY UTILITY OR SERVICE COMPANY FURNISHING UTILITIES OR SERVICES TO THE LOTS UNDER THE FOREGOING PROVISION REQUESTS A SPECIFIC EASEMENT BY SEPARATE RECORDABLE DOCUMENT, THE OWNER OF THE SAID LOT MAY, IN ITS DISCRETION, GRANT THE EASEMENT PURSUANT TO A SEPARATE WRITTEN INSTRUMENT THAT SPECIFIES THE LOCATION THEREOF.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS:

UTAH TRANSIT AUTHORITY
 A PUBLIC TRANSIT DISTRICT OF THE STATE OF UTAH

UTAH TRANSIT AUTHORITY
 A PUBLIC TRANSIT DISTRICT OF THE STATE OF UTAH

SURVEYOR'S CERTIFICATE

I, SATTAR N. TABRIZ, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF UTAH, AND THAT I HAVE MADE A SURVEY OF THE PARCEL OF LAND SHOWN AND DESCRIBED ON THIS MAP. I ALSO CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE SUBDIVIDED SAID PARCEL INTO LOTS, AND STREETS, TO BE HEREAFTER KNOWN AS:

CLEARFIELD STATION TOD PHASE 1

THE SURVEY WAS PERFORMED IN ACCORDANCE WITH GENERALLY ACCEPTED SURVEYING PRACTICES, AND WAS MARKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: _____ SATTAR N. TABRIZ
 LICENSE NO. 155100

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AS MARKED BY A DAVIS COUNTY SURVEY BRASS CAP (SAID EAST QUARTER CORNER BEING NORTH 00°05'19" EAST 2636.71 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SAID SECTION 12 WHICH IS WITNESSED BY TWO RECOVERED HIGHWAY BRASS CAP RIGHT-OF-WAY MONUMENTS AS SHOWN ON THE TIE SHEET FOR SAID SOUTHEAST CORNER AS FILED ON PAGE 671 OF TIE SHEETS AT THE DAVIS COUNTY SURVEYOR'S OFFICE, SAID SECTION LINE BEING THE BASIS OF BEARINGS FOR THE HEREIN DESCRIBED PROPERTY), SAID EAST QUARTER CORNER ALSO BEING SOUTH 89°54'00" EAST 2649.24 FEET FROM THE CENTER OF SAID SECTION 12 AS SHOWN ON RECORD OF SURVEY (ROS) MAP NO. 5703 PREPARED BY MOUNTAIN WEST SURVEYING & MAPPING, INC. AND FILED IN THE DAVIS COUNTY SURVEYOR'S OFFICE; THENCE NORTH 89°54'00" WEST 56.05 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 12 AND SOUTH 498.24 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 126 AND THE TRUE POINT OF BEGINNING AND RUNNING THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 18°25'10" EAST 70.17 FEET (SOUTH 18°16'31" EAST BY HIGHWAY PROJECT NO. NM-2005(7)) TO THE WEST RIGHT-OF-WAY LINE OF 1000 EAST STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°05'19" WEST 556.74 FEET; THENCE NORTH 36°55'38" WEST 113.18 FEET; THENCE NORTHWESTERLY 162.21 FEET ALONG A 175.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 52°57'25" AND A LONG CHORD OF NORTH 63°24'20" WEST 156.50 FEET; THENCE NORTH 89°53'02" WEST 406.30 FEET; THENCE SOUTH 0°06'58" WEST 7.00 FEET; THENCE NORTH 89°53'02" WEST 164.74 FEET; THENCE SOUTH 0°06'58" WEST 9.50 FEET; THENCE NORTH 89°53'02" WEST 63.00 FEET; THENCE NORTH 0°06'58" EAST 9.50 FEET; THENCE NORTH 89°53'02" WEST 9.50 FEET; THENCE NORTH 0°06'58" EAST 63.00 FEET; THENCE SOUTH 89°53'02" EAST 9.50 FEET; THENCE NORTH 0°06'58" EAST 297.71 FEET; THENCE NORTH 89°53'02" WEST 9.50 FEET; THENCE NORTH 0°06'58" EAST 67.00 FEET; THENCE SOUTH 89°53'02" EAST 16.50 FEET; THENCE NORTH 0°06'58" EAST 187.22 FEET; THENCE WESTERLY 20.58 FEET ALONG A 30.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39°17'47" AND A LONG CHORD OF NORTH 70°14'09" WEST 20.17 FEET; THENCE NORTH 89°53'02" WEST 245.25 FEET; THENCE WESTERLY 20.58 FEET ALONG A 30.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39°17'47" AND A LONG CHORD OF SOUTH 70°28'04" WEST 20.17 FEET; THENCE SOUTH 0°06'58" WEST 23.22 FEET; THENCE NORTH 89°53'02" WEST 51.00 FEET; THENCE NORTH 0°06'58" EAST 36.72 FEET; THENCE WESTERLY 18.07 FEET ALONG A 30.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 34°31'05" AND A LONG CHORD OF NORTH 72°37'30" WEST 17.80 FEET; THENCE NORTH 89°53'02" WEST 176.00 FEET; THENCE NORTH 0°06'58" EAST 59.00 FEET; THENCE SOUTH 89°53'02" EAST 207.50 FEET; THENCE NORTH 0°06'58" EAST 484.00 FEET; THENCE NORTH 89°53'02" WEST 28.00 FEET; THENCE NORTH 0°06'58" EAST 92.00 FEET; THENCE SOUTH 89°53'02" EAST 80.50 FEET; THENCE SOUTH 0°06'58" WEST 8.53 FEET; THENCE SOUTH 89°56'48" EAST 17.23 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED AND RECORDED AS ENTRY NO. 1516953 OF THE DAVIS COUNTY RECORDS AND AN EXISTING WOODEN RETAINING WALL CORNER WITH CHAIN LINK FENCE EXTENDING EAST; THENCE ALONG SAID EXISTING CHAIN LINK FENCE AND THE SOUTH LINE OF SAID PROPERTY SOUTH 89°56'48" EAST 466.09 FEET (EAST 464.2 FEET) TO SAID WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 126, FROM WHICH A FOUND LEAD PLUG IN THE SIDEWALK BEARS SOUTH 89°56'48" EAST 4.87 FEET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 36°55'38" EAST 990.44 FEET (SOUTH 36°47' EAST BY HIGHWAY PROJECT NO. 59 (3)) TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: (A) THE UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, NAPHTHA, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF WHATSOEVER KIND AND NATURE IN, UPON OR BENEATH THE PROPERTY HEREIN ABOVE DESCRIBED, AS RESERVED BY THE FEDERAL FARM MORTGAGE CORPORATION IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED JULY 23, 1940 AS ENTRY NO. 74765, IN BOOK 1R OF DEEDS, AT PAGE 580 OF THE OFFICIAL RECORDS OF THE DAVIS COUNTY RECORDER, AND (B) ALL MINERALS AND MINERAL RIGHTS RESERVED BY UNION PACIFIC LAND RESOURCES CORPORATION, A CORPORATION OF THE STATE OF NEBRASKA, IN THAT CERTAIN QUITCLAIM DEED RECORDED JULY 8, 1985 AS ENTRY NO. 706605, IN BOOK 1042, AT PAGE 313 OF THE OFFICIAL RECORDS OF THE DAVIS COUNTY RECORDER.

CONTAINS: 1,031,103 SQ. FT. OR 23.67 ACRES

GENERAL NOTES

- THE BASIS OF BEARING FOR THIS PLAT IS NORTH 0°05'19" EAST, 2636.71 FEET EAST ALONG THE LINE OF SOUTHEAST QUARTER OF SECTION 12, FROM THE FOUND DAVIS COUNTY MONUMENT MARKING THE SOUTHEAST CORNER, TO THE FOUND DAVIS COUNTY MONUMENT MARKING THE EAST QUARTER CORNER OF SAID SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. (AS SHOWN HEREON)
- COURSES AND DISTANCES SHOWN ON THIS MAP ARE MEASURED DIMENSIONS TAKEN FROM ACTUAL FIELD MEASUREMENTS, UNLESS CONTAINED WITHIN PARENTHESIS INDICATING A RECORD COURSE OR DISTANCE. RECORD INFORMATION IS TAKEN FROM MAPS, PLATS, DEEDS OF RECORD, OR OTHER SOURCES OF RECORD INFORMATION.
- THIS MAP WAS PREPARED AT THE REQUEST OF CLEARFIELD T.O.D INVESTMENTS, LLC FOR THE PURPOSE OF SUBDIVIDING THE HEREON DESCRIBED PARCEL OF LAND INTO LOTS, PARCELS, AND STREETS.
- THE MAP WAS PREPARED BASED UPON COMMITMENT NO. 54562 FOR TITLE INSURANCE PREPARED BY LANDMARK TITLE COMPANY, WITH AN EFFECTIVE DATE OF MAY 15, 2014 AT 6:59 AM.
- THE SUBJECT PROPERTY IN THE LAND DESCRIBED IN THE COMMITMENT IS FEE SIMPLE IN THE NAME OF UTAH TRANSIT AUTHORITY.
- OPEN SPACE PARCEL AA IS ANTICIPATED TO BE CONVEYED TO THE H.O.A.

REVISIONS			
No.	DATE	BY	REVISION
1	2-6-15	BR	UPDATED PHRASING
2	3-9-15	BR	UPDATED UDOT PARCEL



Ward Engineering Group
 Planning • Engineering • Surveying
 231 West 800 South
 Salt Lake City, Utah 84101
 Phone: (801)487-8040 Fax: (801)487-8668

CITY PLANNING COMMISSION
 CITY PLANNING

APPROVED THIS ____ DAY OF _____
 A.D., 20____

 CHAIR, PLANNING COMMISSION

CITY ATTORNEY
 OFFICE OF THE CITY ATTORNEY

APPROVED AS TO FORM THIS ____ DAY OF _____
 _____ A.D. 20____

 ATTORNEY FOR CLEARFIELD CITY

CITY ENGINEER
 CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

 CLEARFIELD CITY ENGINEER

DATE _____

CITY COUNCIL
 CLEARFIELD CITY COUNCIL

PRESENTED TO THE CLEARFIELD CITY COUNCIL THIS ____ DAY OF _____
 A.D. 20____ AT WHICH TIME THIS PLAT WAS ACCEPTED.

 MAYOR, CLEARFIELD CITY

COUNTY RECORDER
 DAVIS COUNTY RECORDER

RECORD NO. _____
 STATE OF UTAH, COUNTY OF DAVIS, RECORDED AND FILED AT THE REQUEST OF: _____

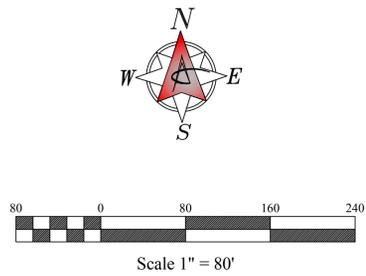
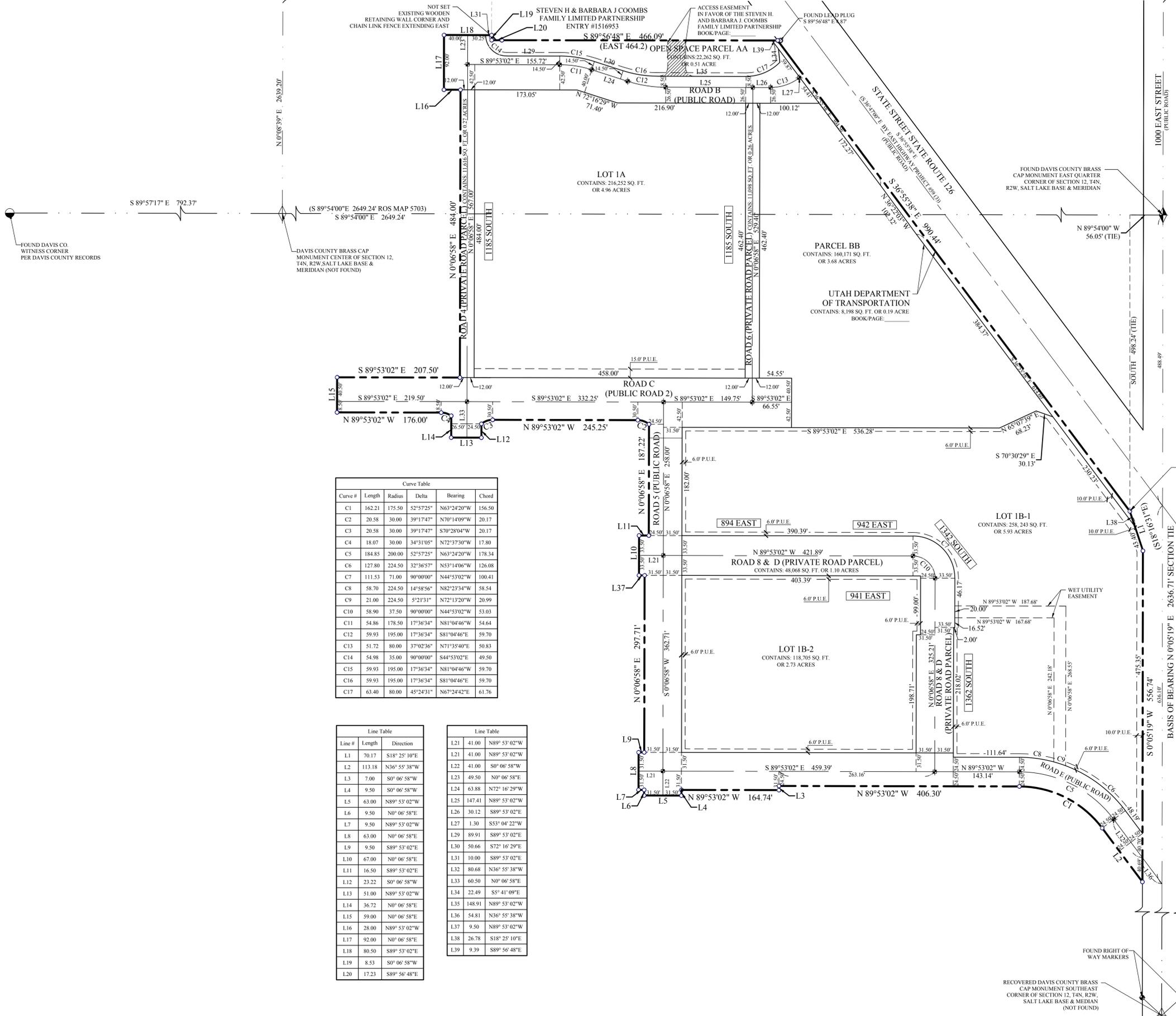
DATE _____ TIME _____ BOOK _____ PAGE _____

FEES _____ PRINTED NAME OF COUNTY RECORDER _____

SHEET

1 OF 2

CLEARFIELD STATION TOD PHASE 1
 LOCATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST,
 SALT LAKE BASE & MERIDIAN. DAVIS COUNTY, UTAH.



- LEGEND:**
- BOUNDARY LINE
 - SECTION LINE
 - CENTERLINE
 - RIGHT OF WAY LINE
 - EASEMENT LINE
 - RADIAL LINE
 - SET MONUMENT
 - SECTION CORNER FOUND
 - SECTION CORNER NOT FOUND
 - RIGHT OF WAY MARKER
 - WITNESS CORNER
 - P.U.E. - PUBLIC UTILITY EASEMENT

Curve #	Length	Radius	Delta	Bearing	Chord
C1	162.21	175.50	52°57'25"	N63°24'20"W	156.50
C2	20.58	30.00	39°17'47"	N70°14'09"W	20.17
C3	20.58	30.00	39°17'47"	S70°28'04"W	20.17
C4	18.07	30.00	34°31'05"	N72°37'30"W	17.80
C5	184.85	200.00	52°57'25"	N63°24'20"W	178.34
C6	127.80	224.50	32°36'57"	N53°14'06"W	126.08
C7	111.53	71.00	90°00'00"	N44°53'02"W	100.41
C8	58.70	224.50	14°58'56"	N82°23'34"W	58.54
C9	21.00	224.50	5°21'31"	N72°13'20"W	20.99
C10	58.90	37.50	90°00'00"	N44°53'02"W	53.03
C11	54.86	178.50	17°36'34"	N81°04'46"W	54.64
C12	59.93	195.00	17°36'34"	S81°04'46"E	59.70
C13	51.72	80.00	37°02'36"	N71°35'40"E	50.83
C14	54.98	35.00	90°00'00"	S44°53'02"E	49.50
C15	59.93	195.00	17°36'34"	N81°04'46"W	59.70
C16	59.93	195.00	17°36'34"	S81°04'46"E	59.70
C17	63.40	80.00	45°24'31"	N67°24'42"E	61.76

Line #	Length	Direction
L1	70.17	S18°25'10"E
L2	113.18	N36°55'38"W
L3	7.00	S0°06'58"W
L4	9.50	S0°06'58"W
L5	63.00	N89°53'02"W
L6	9.50	N0°06'58"E
L7	9.50	N89°53'02"W
L8	63.00	N0°06'58"E
L9	9.50	S89°53'02"E
L10	67.00	N0°06'58"E
L11	16.50	S89°53'02"E
L12	23.22	S0°06'58"W
L13	51.00	N89°53'02"W
L14	36.72	N0°06'58"E
L15	59.00	N0°06'58"E
L16	28.00	N89°53'02"W
L17	92.00	N0°06'58"E
L18	80.50	S89°53'02"E
L19	8.53	S0°06'58"W
L20	17.23	S89°56'48"E

Line #	Length	Direction
L21	41.00	N89°53'02"W
L22	41.00	N89°53'02"W
L23	41.00	S0°06'58"W
L24	49.50	N0°06'58"E
L25	63.88	N72°16'29"W
L26	30.12	S89°53'02"E
L27	1.30	S53°04'22"W
L28	89.91	S89°53'02"E
L29	50.66	S72°16'29"E
L30	10.00	S89°53'02"E
L31	80.68	N36°55'38"W
L32	60.50	N0°06'58"E
L33	22.49	S5°41'09"E
L34	148.91	N89°53'02"W
L35	54.81	N36°55'38"W
L36	9.50	N89°53'02"W
L37	26.78	S18°25'10"E
L38	9.39	S89°56'48"E

V:\2013 Projects\13-019 Clearfield TOD Phase 1\DWG\Phase 1\Final\Phase 1.dwg, Mar 09, 2013, 4:52pm

COUNTY RECORDER		SHEET
DAVIS COUNTY RECORDER		2 OF 2
STATE OF UTAH, COUNTY OF DAVIS, RECORDED AND FILED AT THE REQUEST OF: _____		
DATE _____	TIME _____	BOOK _____
FEES _____		PRINTED NAME OF COUNTY RECORDER _____

Staff Report



To: Mayor Shepherd and City Council Members
From: JJ Allen, Assistant City Manager
Date: April 23, 2015
Re: Clearfield Station Master Development Agreement

I. RECOMMENDED ACTION

Approve Resolution No. 2015R-11 approving the Master Development Agreement with UTA and Clearfield Station, LLC for the Clearfield Station project, and authorize the Mayor’s signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

Clearfield Station is a proposed mixed-use development on the 70 acres adjacent to the FrontRunner station at 1250 South State Street. The Master Development Agreement (MDA) for this project was originally approved on March 11, 2014. The rezone to MU and the Master Development Plan were also approved at the same meeting. However, that version of the MDA has not been executed by any of the parties, and is now considered obsolete. The current version of the MDA incorporates the following changes:

- Phase 1A to begin construction no later than 2015 (was 2014) and complete by December 31, 2018 (was 2017).
- Phase 1B to include 216 units in nine buildings (was 168 units in seven buildings).
- Vertical construction on Phase 1B not allowed until both flex buildings from Phase 1A have “gone vertical.”
- Phase 2B to have 48 units in one building (was 96 units in three buildings). Vertical construction on Phase 2B not allowed until both flex buildings in Phase 2A have “gone vertical.”
- Makes accommodation for the possibility of Depot Street improvements being installed by another party, in which case Clearfield Station LLC would reimburse that party for their share.

As a result of the changes in phasing, Exhibit E (Impact Fee Credits) also needed to be updated, and there was a minor change to Exhibit C, moving the timing up for installation of a sewer pump station.

The remainder of this staff report—except for Section IV (Schedule and Time Constraints)—is a recap of the project background, details of the MDA, and analysis that has not changed from last year’s staff report:

The project is a combination of flex business space (at least 400,000 sf), office space (at least 450,000 sf), retail space (at least 10,500 sf), and multi-family residential (550 units max). This Master Development Agreement (MDA) with Clearfield Station, LLC (Master Developer) and UTA (property owner) sets forth the terms under which the development may proceed.

Highlights of the MDA:

- Effective only if 1) the property is rezoned to MU and 2) the CDRA and Developer enter into a TIF Participation Agreement. (Section 3)
- Sets forth the minimums and maximums specified above for different uses. (Section 4)
- Establishes controls for phased construction, to maintain proportional build-out. (Sections 4.1 and 5)
- Provides the Developer with the vested right to develop and construct the project. (Section 6)
- Describes certain adjustments to impact fees, recognizing the growth-related improvements that the project will be making. (Section 6.1.1(5) and Exhibit E)
- Establishes the term of the MDA—25 years. (Section 7)
- Speaks to the details of public and private infrastructure, with special attention to off-site improvements (Depot Street, new primary intersection, and the reconfiguration of 1000 East/State Street). (Sections 9 and 10)
- Requires, as a part of Phase 4, that the Developer convey to the City the property (and \$200,000) for construction of a community plaza (“Community Park No. 1”). (Section 11.1)
- Describes the improvements required for “Community Park No. 2,” which will be the project’s main detention basin, in the southwest corner, and will be conveyed to the City as a public park. (Section 11.3)
- Allows UTA to utilize a temporary operations facility on the property for up to five years, if a permanent relocation facility (in the project’s flex business space) is not available. (Section 15.3)
- Sets forth various legal and other provisions (e.g. CC&R’s, construction standards, development processes and permits, default, remedies, notice, assignability, sale of property, incorporation of the MDP, etc.).

III. IMPACT

a. Fiscal

As with most development, this project will sooner or later result in an increase to both revenues and expenditures for the City. As the property is developed, it will come onto the tax rolls (it is currently tax exempt), and new construction and occupancy will increase the property’s valuation for both real and personal property. Even though a

portion of these property taxes will be diverted to the CDRA, the City will still benefit from an increase in property taxes.

Moreover, the City will also see an increase in sales and franchise taxes as a result of the development. The cost/benefit analysis for the CDA has determined that the City's finances will not be negatively impacted as a result of the development of Clearfield Station, even though it does create additional demand for General Fund services. In fact, that analysis estimates that over the life of the CDA (35 years), the City will be "in the black" nearly \$6 million (with new revenue exceeding incremental expenditures).

For the Enterprise Funds, one-time impact fees and ongoing new rate revenues will benefit the City's utility systems, offsetting the new demand and O&M impacts.

b. Operations / Service Delivery

It will take several years to build out, but this project will boost Clearfield's residential population by about 1,500 persons. The project will also result in many businesses coming to Clearfield. On one hand, the growth in business is good for our economy (job creation and the multiplier effect), but there are other impacts to be aware of—increased traffic; new streets and neighborhoods to patrol, plow, and otherwise maintain; new demands on the capacity of the City's systems, facilities, and services, etc.

Without a doubt, development has an impact on government, and in some cases that may mean additional staffing needs, expanded programs, capital projects, or other costs. These won't be felt immediately, but gradually over time. In the end, as mentioned above, the benefits to Clearfield City outweigh the costs.

IV. SCHEDULE / TIME CONSTRAINTS

While it was hoped that we would see this project break ground in 2014, the Developer experienced delays with financing, UDOT approval, other projects, etc. They are now ready to move this project forward, and are anticipating construction of the flex space beginning this summer, with the apartment buildings late this year.

V. LIST OF ATTACHMENTS

- Master Development Agreement (redlined), with exhibits

CLEARFIELD CITY RESOLUTION 2015R-11

RESOLUTION OF THE LEGISLATIVE BODY OF CLEARFIELD CITY APPROVING THE REVISED MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY, THE PROPERTY OWNER AND THE DEVELOPER FOR THE CLEARFIELD STATION PROJECT

WHEREAS, pursuant to a development application to build a project on roughly 70 acres of property owned by the Utah Transit Authority at approximately 1250 South State Street in Clearfield, the City Council originally approved a Master Development Agreement on March 11, 2014, to help facilitate construction of the Clearfield Station Project in accordance with City laws and the agreement of the parties; and

WHEREAS, the Master Development Agreement was never executed by the developer and accordingly never fully took effect; and

WHEREAS, it has become necessary to revise the original Master Development Agreement in preparation for development of the property to begin; and

WHEREAS, approval of the revised Master Development Agreement will most effectively implement the City's planning efforts with regard to the Clearfield Station Project; and

WHEREAS, following its public deliberation, the City Council has determined that entering into the revised Master Development Agreement with the property owner and developer will help assure development of the Clearfield Station Project as set forth in the Master Development Plan and in accordance with applicable City laws; and

WHEREAS, the City Council finds that adoption of the revised Master Development Agreement is in the best interests of Clearfield City, its businesses and residents, as well as the surrounding community;

NOW THEREFORE BE IT RESOLVED BY THE CLEARFIELD CITY COUNCIL:

That the revised Master Development Agreement for the Clearfield Station Project, attached hereto as Exhibit "A", is hereby approved by the legislative body for Clearfield City and the Mayor is hereby authorized to execute said document on behalf of the City at the appropriate time.

Passed and adopted by the City Council at its regular meeting on the 28th day of April, 2015.

ATTEST

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

EXHIBIT "A"

MASTER DEVELOPMENT AGREEMENT

**MASTER DEVELOPMENT AGREEMENT
FOR THE
CLEARFIELD STATION PROJECT

CLEARFIELD, UTAH**

DATED: _____, 201415

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WHEN RECORDED, RETURN TO:

Clearfield City Recorder
55 S. State St., 3rd Floor
Clearfield, UT 84015

**MASTER DEVELOPMENT AGREEMENT
FOR THE
CLEARFIELD STATION PROJECT

CLEARFIELD, UTAH**

DATED: _____, 20~~14~~15

THIS MASTER DEVELOPMENT AGREEMENT (“MDA”) is made and entered as of the ____ day of _____, 20~~14~~15, by and between Clearfield City, a Utah municipal corporation and political subdivision of the State of Utah (“City”), the Utah Transit Authority, a public transit district organized under the Utah Public Transit District Act (“UTA”), and Clearfield Station, LLC, a Utah limited liability company (“Master Developer”). This MDA concerns a long term, mixed use, master planned transit oriented development project known as “Clearfield Station”. The City, UTA, and Master Developer are sometimes collectively referred to in this MDA as the “Parties”.

RECITALS

A. UTA is the owner of that certain real property, comprising approximately 70.22 acres, located generally between State Street and the Fronrunner commuter rail corridor, and approximately between 1100 South and 1450 South, in Clearfield, Davis County, Utah, as more particularly described in Exhibit “A” (the “Property”), and as generally depicted in the MDP

(defined at Subsection 1.2.20 below).

B. Master Developer has the contractual right, pursuant to an agreement with UTA, to develop the Property.

C. Master Developer desires to develop the Property in accordance with this MDA.

D. The City desires that Master Developer develop the Property in accordance with this MDA.

E. Development of the Property pursuant to this MDA will require that the City rezone the Property to “Mixed-Use” (“the MU Zone”), which zoning classification requires any development to be implemented through a Master Development Plan (“MDP”).

F. Master Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the City’s general plan, zoning and development regulations.

G. The City is willing to grant Master Developer vested rights in and to the development and use of the Property as more fully set forth in this MDA in order to promote the City’s goals and objectives.

H. Master Developer, UTA and the City desire that the Property be developed in a unified and consistent fashion.

I. Development of the Project as a master planned transit oriented development pursuant to this MDA and the MDP is acknowledged by the Parties to be consistent with the Act, and the City’s land use ordinance as set forth in Title 11 of the Clearfield City Code, and to operate to the benefit of the City, UTA, Master Developer, and the general public.

J. The City Council has reviewed this MDA and determined that, subject to the satisfaction of the conditions precedent set forth in Section 3 of this MDA, it is consistent with

the Act, the City Code and the MU Zone.

K. The Parties acknowledge that development of the Property pursuant to this MDA and the MDP will result in significant planning, economic and fiscal benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned transit oriented development and increasing revenues to the City based on improvements to be constructed on the Property.

L. Master Developer, UTA and the City have cooperated in the preparation of this MDA and the MDP.

M. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as part of the Project, and the rights and responsibilities of the City to approve and regulate the development of the Project, and to provide certain City services for the benefit of the Project.

N. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, UTA and Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” – “E” are hereby incorporated into this MDA and by this reference, made a part hereof.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Municipal Land Use, Development, and Management Act, as set forth in Title 10, Chapter 9a of the Utah Code as amended.

1.2.2. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an administrative action.

1.2.3. **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, Project Infrastructure, or any off-site infrastructure.

1.2.4. **Buildout** means the substantial completion of all of the development on all of the Property for the entire Project.

1.2.5. **CC&R's** means the Conditions, Covenants and Restrictions regarding certain aspects of use, management, design and/or construction on all or a portion of the Property to be recorded in the real property records of Davis County.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as, but not limited to, traffic, hydrology, legal or drainage for reviewing certain aspects of the development of the Project.

1.2.7. **City Laws** means the ordinances, policies, standards and procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters, including but not limited to the City Code, that have been and may be adopted in the future.

1.2.8. **City Code** means the Clearfield City Code, including its land use regulations adopted pursuant to the Act and other applicable laws and ordinances.

1.2.9. **Council** means the elected City Council of the City.

1.2.10. **Default** means a material breach of this MDA.

1.2.11. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.

1.2.12. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, a Site Plan, a Building Permit or any other permit, certificate or other authorization from the City required for development of such portion of the Project.

1.2.13. **Development Report** means a report containing the information specified in Sections 5.3, 5.4 and 5.4.1 submitted to the City by Master Developer for the development by Master Developer of any Subarea or for the assignment of any Subarea to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.14. **Development Standards** means a set of standards approved by the City as set forth in the MDP and the City Laws controlling certain aspects of the design and construction of the development of the Property including but not limited to setbacks, building sizes, height limitations, parking and signage, and design and construction standards for buildings, roadways and infrastructure. The Parties acknowledge and agree that the standards set forth in the MDP with regard to right-of-way widths differ from corresponding standards set forth in the City Laws. The Parties further acknowledge and agree that notwithstanding anything to the contrary in this MDA, with regard to right-of-way widths, pavement widths, and any other design standard directly related to or affected by right-of-way width, the standards set forth in the MDP shall control.

1.2.15. **Dwelling, Short Term Rental or Lease** means the use, occupancy, rent

or lease, for direct or indirect remuneration, of a Residential Dwelling Unit for an effective term of less than thirty (30) days (specifically excepting and allowing a term of less than 30 days only if such term coincides with the period of a regular calendar month; for example 28 days for the month of February).

1.2.16. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with the Act and the City's subdivision ordinance which has been approved by the City, effectuating a Subdivision of any portion of the Property.

1.2.17. **Flex Business Space** means buildings which provide warehouse or storage type uses in the rear, with office or store type uses in the front—intended for retail, general office, light manufacturing and other similar uses.

1.2.18. **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity pursuant to the Utah Impact Fees Act, subject to any adjustments or reimbursements as specifically set forth in this MDA.

1.2.19. **Master Developer** means Clearfield Station, LLC, or its assignees or transferees as permitted by this MDA.

1.2.20. **Master Development Plan** or “**MDP**” means the conceptual master development plan for the Project, as approved and mutually agreed upon by the Parties, attached hereto as Exhibit “B”, which sets forth the design guidelines, development standards, allowable uses, etc., for the proposed future development of the Property. The MDP may be amended from time to time upon mutual agreement of the Parties.

1.2.21. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.22. **Modification Application** means an application to amend this MDA (not including those changes which may be made by administrative action).

1.2.23. **MU Zone** means the “Mixed-Use” zoning classification which is set forth in Title 11, Chapter 11 of the City Code.

1.2.24. **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project.

1.2.25. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.26. **Office Space** means buildings which provide general office uses as set forth in the MDP.

1.2.27. **Outsourcing** means the process of the City contracting with City Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set forth in this MDA and the MDP.

1.2.28. **Owner’s Association(s)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.29. **Phase** means the development of a portion of the Project at a point in a logical sequence as set forth in this MDA and the MDP.

1.2.30. **Planning Commission** means the City’s Planning Commission established by the City Laws.

1.2.31. **Project** means the development to be constructed on the Property pursuant to this MDA and the MDP with the associated public and private facilities, intended uses, densities, Phases and all of the other aspects approved as part of this MDA

including its Exhibits.

1.2.32. **Project Infrastructure** means those items of public or private infrastructure, at the minimum level of service required by the City under then current, generally applicable standards (except to the extent of any conflicts between generally applicable City standards and the Development Standards, in which the case the Development Standards shall control; however, if the Development Standards do not specifically address an infrastructure issue, then the City standards shall be applied), which are a condition of the approval of a Development Application because they are necessary for development of a portion of the Property, such as local roads, utilities, sidewalks, curb and gutter located on or around that portion of the Property, including but not limited to those Project Infrastructure items required in connection with specific Phases of the Project, as mutually agreed upon by the Parties, general descriptions of which are set forth in Exhibit "C".

1.2.33. **Property** means the real property subject to this MDA and the MDP as more fully described in Exhibit "A".

1.2.34. **Residential Building** means a structure of the RT1 or RT2 variety (as set forth in the MDP) housing a medium to high density of Residential Dwelling Units, in a residential area of the Project.

1.2.35. **Residential Dwelling Unit** means a unit intended to be occupied for residential living purposes; one single-family residential dwelling, and each separate unit in a multi-family dwelling, apartment building or condominium, constitutes one Residential Dwelling Unit.

1.2.36. **Retail Space** means buildings which provide uses that involve the retail

sale of goods or services as set forth in the MDP, typically on the street level.

1.2.37. **Site Plan** means a “site plan” as contemplated and required in the City Code with respect to a Subarea of the Property, reflecting the location, design and configuration of development and improvements thereon.

1.2.38. **Subarea** means a parcel or area, comprising a portion of the Property, designated on the MDP for development. Subarea does not mean a Phase or subphase.

1.2.39. **Subdeveloper** means an entity other than Master Developer which acquires rights to develop one or more Subareas subject to this MDA and the MDP.

1.2.40. **Subdivision** means the division of any portion of the Property into a subdivision pursuant to the Act and/or City Laws.

1.2.41. **Subdivision Application** means the application to create a Subdivision.

1.2.42. **Total Approved Residential Units** means the development on the Property of not more than a total of Five Hundred Fifty (550) Residential Dwelling Units.

2. **Effect of this MDA.** The City Council is authorized to enter into development agreements with any person or entity and may require such for any rezoning or development for the purposes set forth in the City’s land use ordinance. This MDA is such an agreement intended to work in conjunction with the MDP. In the event of a conflict between this MDA and the MDP, then this MDA shall be controlling. This MDA shall be the sole agreement between the parties for the development of the Property, other than any agreements governing tax increment participation in an approved community development area pursuant to state law.

3. **Conditions Precedent to the Efficacy of this Agreement.** As conditions precedent to the obligations of the Parties herein, this MDA is contingent upon and shall only become effective at such time, and in the event that all of the following have occurred:

(i) the Clearfield City Council, in the independent exercise of its legislative discretion, elects to approve the rezoning of the Property on which the Project is proposed as designated on Exhibit “A” attached hereto to the MU Zone designation, following all necessary public hearings required for the approval of such rezoning and this MDA. This MDA is not intended to and does not bind the City Council in the independent exercise of its legislative discretion with respect to the proposed rezoning of the Property;

(ii) the Clearfield City Community Development and Renewal Agency (“CDRA”) and Master Developer enter into a final written agreement (the “TIF Participation Agreement”) with respect to tax increment financing for the Project. This MDA is not intended to and does not bind Master Developer or the CDRA in the independent exercise of its discretion with respect to the proposed tax increment financing.

4. **Development of the Project.** Development of the Project shall be in accordance with this MDA, the MDP and City Laws, except to the extent of any City Laws which are inconsistent with the terms, standards and provisions of this MDA or the MDP. The Project shall include no more than 550 Residential Dwelling Units. At Buildout, the Project is anticipated to include not less than 400,000 square feet of Flex Business Space, 450,000 square feet of Office Space, and 10,500 square feet of Retail Space. The City acknowledges that the MDP satisfies the requirement under the City Code for approval of a concept plan for the development of the Property as referenced in the MU Zone, but not the preliminary plat required for a subdivision or site plan required under the City Code.

4.1. **Construction, Installation of Improvements and Phasing.** Master Developer shall

construct and install improvements in accordance with this Section 4.1. The Parties acknowledge and agree that final approved designs and drawings are not yet completed for any portion of the Project. Accordingly, Master Developer shall have the right to increase or decrease the square footage and unit quantities set forth in the following paragraphs 4.1(a) through (e) by not more than eight (8) percent in accordance with final designs and drawings with respect to such improvements; however any such adjustment within a Phase or Subarea shall not increase the Total Approved Residential Units (550) for the Project. The City acknowledges that Master Developer and/or any Subdevelopers, as applicable, may submit multiple applications from time-to-time to develop and/or construct portions of the Project in Phases in accordance with the phasing requirements of this MDA and the MDP. Any phasing of the Project shall follow the Phasing plan as established in this MDA and the MDP, including the sequential development set forth therein. In the event of any change with regard to the Phasing of the Project (as such Phasing is set forth in this MDA and the MDP) as mutually agreed upon by the Parties by amending this MDA and/or the MDP, there shall be an appropriate and corresponding adjustment with regard to the applicable Project Infrastructure items as set forth on Exhibit "C". As an example for illustration purposes only, if there is a change in sequence of Phases such that the buildings and improvements currently identified in the MDP as part of Phase 5 later become Phase 6 of the Project based upon written agreement of the Parties, those items of Public Infrastructure identified on Exhibit "C" as part of Phase 5 shall be required in connection with Phase 6, rather than Phase 5. Similarly, if the scope of a particular Phase is increased or decreased based upon written agreement of the Parties, there shall be an appropriate, corresponding adjustment to the Project Infrastructure items required in connection with such Phase. Exhibit "C" also identifies (under 'Funding Source') the party or parties responsible for

the cost (or share of the cost) of such Project Infrastructure items.

(a) Phase 1A. Master Developer shall construct the following improvements as Phase 1A of the Project, consisting of (i) not less than two buildings of Flex Business Space containing a total of approximately 105,000 square feet, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” as Phase 1A improvements. Phase 1A shall begin construction no later than 2014~~15~~, and shall be completed by December 31, 2017~~18~~.

(b) Phase 1B. Master Developer shall construct the following improvements as Phase 1B of the Project, consisting of (i) not more than ~~1317~~ 168216 Residential Dwelling Units (plus or minus 8%, or ~~1317~~ units, as set forth above) and the clubhouse, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” as Phase 1B improvements. Phase 1B shall begin construction no later than 2014~~15~~, and shall be completed by December 31, 2018. Notwithstanding any other provisions to the contrary, the Parties specifically acknowledge and agree that ~~(i)~~ no vertical construction shall begin on any Residential Buildings or the clubhouse in Phase 1B until after vertical construction on ~~the first~~ both Flex Business Space buildings in Phase 1A ~~(approximately 52,500 square feet)~~ has begun.; ~~(ii) until vertical construction begins on the second Flex Business Space building of Phase 1A (approximately 52,500 additional square feet), vertical construction shall not be allowed on more than three Residential Buildings plus the clubhouse in Phase 1B containing a total of not more than 84 Residential Dwelling Units (plus or minus 8%, or 6 units, as set forth above); and (iii) after vertical~~

~~construction begins on the second Flex Business Space building of Phase 1A, vertical construction may begin on additional Residential Buildings in Phase 1B (the remaining approximately 84 Residential Dwelling Units not previously built in Phase 1B).~~ Notwithstanding anything to the contrary herein, Master Developer shall have the right to reduce, by any amount, the number of Residential Dwelling Units to be constructed in any Phase, and in such event Master Developer shall have the right to increase, by the same amount, the number of Residential Dwelling Units constructed in a subsequent Phase or Phases. In all events Master Developer shall not exceed the Total Approved Residential Units.

(c) Phase 1C. Master Developer shall construct the following improvements as Phase 1C of the Project, consisting of (i) Flex Business Space containing approximately 27,000 square feet, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” as Phase 1C improvements. Phase 1C shall begin construction as soon as justified by market conditions.

(d) Phase 1D. Master Developer shall construct the following improvements as Phase 1D of the Project, consisting of (i) a new school, community center or other similar civic/community use as set forth in 4.1D of the MDP, and grounds occupying approximately five (5) acres, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” as Phase 1D improvements. Phase 1D shall begin construction as soon as justified by market conditions. If Phase 1D is developed as a school, (i) the school’s field areas shall be available for use by the public during periods when they are not in use for school purposes, as determined in the school’s

sole, reasonable discretion, (ii) such use by the public shall be subject to reasonable rules and regulations as determined by the school in its sole, reasonable discretion, and (iii) any conveyance of the school grounds property shall include restrictive covenants/easements to protect said public access.

(e) Phase 2. Master Developer shall construct the following improvements as Phase 2 of the Project, consisting of (i) not less than two Flex Business Space buildings containing a total of approximately 187,000 square feet (“Phase 2A”); (ii) ~~three~~one Residential Buildings containing a total of not more than ~~9648~~ Residential Dwelling Units (plus or minus 8%, or ~~73~~ units, as set forth above) (“Phase 2B”), and (iii) those certain items of Project Infrastructure specifically designated on Exhibit “C” as Phase 2 improvements. Phase 2 shall begin construction as soon as justified by market conditions. Notwithstanding any other provisions to the contrary, the Parties specifically acknowledge and agree that (i) no vertical construction shall begin on ~~any~~the Residential Buildings in Phase 2B until after vertical construction on ~~the first~~both Flex Business Space buildings in Phase 2A (~~approximately 93,500 square feet~~) has begun; ~~(ii) until vertical construction begins on the second Flex Business Space building of Phase 2A (approximately 93,500 additional square feet), vertical construction shall not be allowed on more than two Residential Buildings in Phase 2B containing a total of not more than 48 Residential Dwelling Units (plus or minus 8%, or 4 units, as set forth above); and (iii) after vertical construction begins on the second Flex Business Space building of Phase 2A, vertical construction may begin on additional Residential Buildings beyond the second Residential Building in Phase 2B (the remaining approximately 48 Residential Dwelling Units not previously built in~~

~~Phase 2B).~~

(f) Remaining Project Improvements. Implementation, development and construction of improvements in connection with all subsequent Phases of the Project, including the timing thereof and the particular types and uses of such improvements, shall be based on market conditions and site constraints as determined by Master Developer. However, the Parties acknowledge and agree that buildout of all remaining Phases (3 through 9), if they are built, shall be in sequential order as set forth in Section 6.1 of the MDP, unless the Parties agree in writing to amend the MDP and modify the Phasing plan therein. In other words, no buildings in Phase 4 shall be issued building permits by the City until all of the buildings in Phase 3 have been completed, and so forth.

4.2. **Financing.** The City acknowledges that Master Developer intends to obtain one or more loans and/or other financing in connection with the development of all or a portion of the Project, and the City agrees to cooperate with Master Developer (and/or any Subdeveloper as applicable) in providing such documents or other information as may be reasonably requested by Master Developer or a lender in connection with any such financing.

5. Development of Residential Units in Compliance with the Master Development Plan.

5.1. **Total Approved Residential Units.** At Buildout of the Project, Master Developer shall be entitled to have developed no more than the Total Approved Residential Units and to have developed the other intended uses as specified in the MDP. All residential units shall be sold or leased at market rates without any subsidies.

5.2. **Proportional Buildout of Project.** Master Developer may use any of the Total

Approved Residential Units in the development of any Subdivision (or any approved Site Plan allowing for residential uses) so long as the number of Residential Dwelling Units requested in the proposed Development Application does not exceed the number of Residential Units specified in this MDA or the MDP for the proposed Subarea in which the Subdivision or Site Plan is located, if a number is so specified in this MDA or the MDP. The use of Residential Dwelling Units as a “Dwelling, Short Term Rental or Lease” within any of the residential zones of the Project as shown on the MDP is prohibited. Notwithstanding any other provision to the contrary, all Phasing of the Project must conform with the uses and the sequential order established in Master Developer’s proposed Phasing plan set forth in Section 6.1 of the MDP, which may be amended from time to time by written agreement of the Parties.

5.3. Accounting for Residential Units on Subareas Developed by Master Developer.

At the recordation of a Final Plat or approval of a Site Plan allowing for residential uses or other approved and recorded instrument for any Subarea(s) developed by Master Developer, Master Developer shall provide the City a Development Report showing the number of Residential Dwelling Units used with the Subarea and the number of Residential Units remaining with Master Developer and for the remaining undeveloped areas of the Project.

5.4. Accounting for Residential Units for Subareas Developed by Subdevelopers.

Any Subarea for which development rights have been transferred by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Total Approved Residential Units. At the time of such transfer, Master Developer shall provide the City a Development Report showing the Subarea(s) transferred, the portion of the Total Approved Residential Units transferred with the Subarea(s), and the amount of the Total Approved Residential Units remaining with Master Developer for the remainder of the Project.

5.4.1. Return of Unused Residential Units. If any portion of the Total Approved Residential Units transferred to a Subdeveloper are unused by the Subdeveloper at the time the Subareas transferred with such Residential Units receives approval for a Development Application for the final portion of such transferred Subareas, the unused portion of the transferred Residential Units shall automatically revert back to Master Developer and the Master Developer shall file with the City a Development Report.

6. Zoning and Vested Rights.

6.1. **Vested Rights Granted by Approval of this MDA.** Subject to the conditions precedent as set forth in Section 3 above, UTA and Master Developer shall have the vested right to develop and construct the Project on the Property, with the uses, densities and other characteristics of the Project in accordance with the MU Zone, the MDP, Total Approved Residential Units, Development Standards and other matters specifically addressed in the MDP, subject to compliance with the terms and conditions of this MDA as well as applicable City Laws, except as otherwise specifically provided in this MDA.

6.1.1. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project shall be required to comply with future changes to City Laws which are in effect as of the filing of a Development Application that do not prohibit, limit, delay or otherwise interfere with the vested rights granted pursuant to the terms of this MDA and which are not inconsistent with the terms and provisions of this MDA or the MDP. The following are examples for illustrative purposes only and are a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project, subject to the standard set forth in the immediately preceding sentence:

1. *Compliance with State and Federal Laws.* Future laws which are

generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

2. *City Construction and Development Standards.* Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,

3. *Taxes.* Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

4. *Fees.* Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule – but not applicable only to the Property) and which are adopted pursuant to State law.

5. *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, imposed and collected pursuant to the Utah Impact Fees Act, subject to the following: (i) all Impact Fees shall be charged at such times in the course of development of the Property as the City customarily charges similar Impact Fees to other developers within the City, in accordance with applicable

law, (ii) all Impact Fees charged in connection with construction of improvements for Phases 1A, 1B, 1C and 1D shall be calculated in accordance with the applicable Impact Fee schedules in effect as of the date of this MDA, regardless of subsequent changes to any such schedule (unless rates have decreased, in which case Impact Fees shall be calculated in accordance with the decreased rates), (iii) the Parties acknowledge and agree that in consideration of the infrastructure improvements to be provided by Master Developer for the Project, Master Developer shall receive, at a minimum, the Impact Fee adjustments and/or reimbursements set forth on the attached Exhibit “E”, and that those Impact Fees calculations and figures as set forth in Exhibit “E” have been agreed upon by the Parties and are not subject to further legal challenge or dispute by the Parties, and (iv) the Parties acknowledge and agree that Master Developer shall be entitled to a reimbursement of Parks and Recreation Impact Fees in an amount that is equal to the additional costs incurred by Master Developer in providing trail improvements (including sidewalks, pathways, etc.) which exceed typical City standards on the main trail from State Street to UTA’s Frontrunner platform and the connector trail which runs along UTA’s Frontrunner tracks on the west side of the Property. The design and scope of said enhancements which exceed City standards shall be subject to the City’s approval, which shall not be unreasonably withheld, conditioned or delayed. Within thirty (30) days after receipt of an itemized invoice from Master Developer together with copies of receipts or other documentation evidencing such additional costs (in excess of what would be incurred to provide improvements under typical City standards), the City shall

reimburse Master Developer for all such additional costs. Unless said reimbursement amounts submitted by Master Developer are disputed by the City in a written notice to Master Developer given during such 30-day reimbursement period setting forth the reason(s) for said dispute, if such reimbursement is not paid in full within the time required, interest shall accrue on any unpaid balance at the rate of eight percent (8%) annually until paid. Except as otherwise specifically provided herein, Master Developer and UTA do not waive any right, whether pursuant to statute or otherwise, to challenge any Impact Fee charged, or sought to be charged, by the City.

7. Term of Agreement. The term of this MDA shall be for twenty-five (25) years from its effective date, unless earlier terminated or modified by written agreement of the parties, and except to the extent otherwise specifically provided in this MDA.

8. Approval Processes for Development Applications. Approval processes for Development Applications shall be as provided in the City Laws except as otherwise provided in this MDA or the MDP. A Development Application shall be approved by the City if the improvements to be constructed pursuant to the Development Application (i) conform to this MDA and the MDP, and (ii) comply with the City Laws, except as otherwise provided in this MDA or the MDP.

9. Public Improvements.

9.1 Utilities and Project Infrastructure. The Parties understand and agree that Master Developer shall have the right and the obligation and has willingly accepted the responsibility to construct and install or cause to be constructed and installed, at Master Developer's own expense and at no cost to the City (except as otherwise set forth in Exhibit "C"), all portions of the Project Infrastructure, whether public or private, necessary for the Project or which are required as a

condition of approval of any Development Application submitted by Master Developer, subject to and in accordance with the terms of this MDA. Although the Parties understand and agree that the City is not responsible for, or expected to share in any of the costs to construct and install either the public or private Project Infrastructure (except as otherwise provided in Exhibit “C”) within the Project, certain Project Infrastructure which is built to City standards (except to the extent of any conflicts between generally applicable City standards and the Development Standards, in which the case the Development Standards shall control; however, if the Development Standards do not specifically address an infrastructure issue, then the City standards shall be applied) and deemed public by the Parties shall be dedicated to the City in connection with each applicable phase of the Project.

The City acknowledges and agrees that (i) Master Developer may seek to secure easements or other rights from third parties in connection with certain off-site improvements for the benefit of the Project, which may include, but are not limited to, a northern entrance/exit for the Project at State Street (near the currently existing mobile home park), and a gravity-flow sanitary sewer alignment (anticipated to be in the area of the abandoned Rio Grande rail corridor), and (ii) the City shall reasonably cooperate with Master Developer in its efforts, if any, to obtain such easements or other rights associated therewith.

9.2 Sanitary Sewer Lift Station. Master Developer shall either (i) install or cause to be installed a sanitary sewer lift station sufficient to meet the requirements of the Project and City Laws, or (ii) identify and implement a gravity-flow sanitary sewer solution that is sufficient to meet the requirements of the Project and City Laws. In the event that a lift station is installed, ongoing maintenance of said lift station shall be the responsibility of the Master Developer and/or future property owners within the Project, who may act through an Owner’s Association,

improvement or assessment district, or other lawful means. The Parties understand and agree that the City shall neither own nor maintain any such lift station, and that any such lift station shall provide service only with respect to sewage originating within the Project. Furthermore, the foregoing maintenance obligations of Master Developer and/or property owners with respect to any installed lift station shall survive the term/expiration of this MDA. The City shall be responsible for all maintenance (excluding repairs during any warranty period) in connection with gravity-flow sanitary sewer facilities which it has inspected, approved and accepted. All such gravity-flow sanitary sewer facilities which are located outside of the Property shall be public facilities. Upon inspection, approval and the expiration of any warranty periods as set forth in the City Laws, the City shall accept the dedication of and maintain (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) all such off-site gravity-flow sanitary sewer facilities.

9.3 Municipal Utility Systems.

9.3.1. Culinary Water. The Parties understand and agree that Master Developer shall, at Master Developer's own expense (except as otherwise provided in Exhibit "C"), install the necessary Project Infrastructure to extend the City's culinary water system throughout the Project. Master Developer shall be responsible for all applicable construction, connection, permit and impact fees associated with said water connections within the Project. Moreover, the City shall not be responsible for any costs associated with making said connections. In addition, the Parties understand and agree that Master Developer shall also be responsible for installing all Project Infrastructure necessary for each individual water connection for the various buildings, open spaces, etc., throughout the Project. Upon inspection, approval and the expiration of any warranty periods as set

forth in the City Laws, the City shall accept the dedication of and maintain (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) all 'Public' (as defined below) culinary water facilities within the Project. As part of this Agreement, Master Developer agrees that any culinary water improvements constructed in connection with the Project, which are intended to be publicly owned and accepted by the City, shall be constructed according to typical City standards. Attached hereto as Exhibit "D-2" is a culinary water plan (the "Culinary Water Plan") generally depicting the various culinary water improvements anticipated to be constructed in connection with the Project. The Culinary Water Plan is a general depiction only, showing approximate locations. It is provided for the purpose of designating which improvements are to be public and which are to be private. Final locations shall be determined upon approval of an applicable Development Application. The Parties acknowledge and agree that the culinary water improvements identified on Exhibit "D-2" as 'Public' shall be dedicated to the City, and owned and maintained (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) by the City following satisfactory inspection, approval, and acceptance by the City after the expiration of any warranty periods. The improvements identified thereon as 'Private' shall remain privately owned and maintained. This Section 9.3.1 is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project. The Parties acknowledge and agree that water lines and other improvements which extend from a water meter to a particular building or other end use shall be and remain private, and the City shall neither own nor maintain such

lines and improvements.

9.3.2. Sanitary Sewer. The Parties understand and agree that Master Developer shall, at Master Developer's own expense (except as otherwise provided in Exhibit "C"), install the necessary Project Infrastructure to extend the City's sanitary sewer collection system throughout the Project. The Parties acknowledge and agree that the City does not act as a sanitary sewer treatment provider (North Davis Sewer District provides sewer treatment facilities in the area). Master Developer shall be responsible for all applicable construction, connection, permit and impact fees associated with said sewer connections within the Project. Moreover, the City shall not be responsible for any costs associated with making said connections. In addition, the Parties understand and agree that Master Developer shall also be responsible for installing all Project Infrastructure necessary for each individual sewer connection for the various buildings throughout the Project. Upon inspection, approval and the expiration of any warranty periods as set forth in the City Laws, the City shall accept the dedication of and maintain (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) all 'Public' (as defined below) sanitary sewer facilities within the Project. As part of this Agreement, Master Developer agrees that any sanitary sewer improvements constructed in connection with the Project, whether intended to be publicly owned and accepted by the City, or intended to be privately owned, shall be constructed according to typical City standards. Attached hereto as Exhibit "D-3" is a sanitary sewer plan (the "Sanitary Sewer Plan") generally depicting the various sanitary sewer improvements anticipated to be constructed in connection with the Project. The Sanitary Sewer Plan is a general depiction only, showing approximate

locations. It is provided for the purpose of designating which improvements are to be public and which are to be private. Final locations shall be determined upon approval of an applicable Development Application. The Parties acknowledge and agree that the sanitary sewer improvements identified on Exhibit “D-3” as ‘Public’ shall be dedicated to the City, and owned and maintained (routine maintenance shall commence following the City’s satisfactory “intermediate inspection” as set forth in Title 12, Chapter 9 of the Clearfield City Code) by the City following satisfactory inspection, approval and acceptance by the City after the expiration of any warranty periods. The improvements identified thereon as ‘Private’ shall remain privately owned and maintained. This Section 9.3.2 is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project.

9.3.3. Storm Drainage. The Parties understand and agree that Master Developer shall, at Master Developer’s own expense (except as otherwise provided in Exhibit “C”), install the necessary Project Infrastructure to extend the City’s storm drainage system throughout the Project. Master Developer shall be responsible for all applicable construction, connection, permit and impact fees associated with said storm drain connections within the Project. Moreover, the City shall not be responsible for any costs associated with making said connections. In addition, the Parties understand and agree that Master Developer shall also be responsible for installing all Project Infrastructure necessary for each individual storm drain connection for the various buildings, open spaces, etc. throughout the Project. Upon inspection, approval and the expiration of any warranty periods as set forth in the City Laws, the City shall accept the dedication of and maintain (routine maintenance shall commence following the City’s satisfactory

“intermediate inspection” as set forth in Title 12, Chapter 9 of the Clearfield City Code) all ‘Public’ (as defined below) storm drainage facilities (except as otherwise provided in this MDA) within the Project. As part of this Agreement, Master Developer agrees that any storm drainage improvements constructed in connection with the Project, whether intended to be publicly owned and accepted by the City, or intended to be privately owned, shall be constructed according to typical City standards. Attached hereto as Exhibit “D-4” is a storm drainage plan (the “Storm Drainage Plan”) generally depicting the various storm drainage improvements anticipated to be constructed in connection with the Project. The Storm Drainage Plan is a general depiction only, showing approximate locations. It is provided for the purpose of designating which improvements are to be public and which are to be private. Final locations shall be determined upon approval of an applicable Development Application. The Parties acknowledge and agree that the storm drainage improvements identified on Exhibit “D-4” as ‘Public’ shall be dedicated to the City, and owned and maintained (routine maintenance shall commence following the City’s satisfactory “intermediate inspection” as set forth in Title 12, Chapter 9 of the Clearfield City Code) by the City following satisfactory inspection, approval and acceptance by the City after the expiration of any warranty periods. The improvements identified thereon as ‘Private’ shall remain privately owned and maintained. This Section 9.3.3 is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project.

9.4. Approval of Infrastructure as a Part of a Development Approval. Any Development Application for a Subdivision or a Site Plan shall include a plan for constructing the applicable portions of the Project Infrastructure and shall demonstrate that the proposed

Project Infrastructure is compatible with the overall development of the Project, as then contemplated, at Buildout.

9.4.1. Review by City. The City shall review the proposed Project Infrastructure to determine its compatibility with: 1) the City's existing systems; and 2) the overall development of the Project, as then contemplated, at Buildout in accordance with City Laws, the MDP and this MDA.

9.4.2. Resolution of Disputes Regarding Project Infrastructure. If the City determines that the proposed Project Infrastructure is not compatible with the overall development of the Project, as then contemplated, at Buildout in accordance with applicable City Laws, the MDP and this MDA, then any such dispute shall be subject to the "Meet and Confer" provisions of Section 16.3.

9.5. **Restrictions on Certificates of Occupancy.** No certificate of occupancy shall be issued by the City and no occupancy shall be permitted unless all items of Project Infrastructure specifically required pursuant to an approved Development Application are installed in accordance with this MDA, the MDP, the City Laws and approved by the City Engineer and City Attorney, except landscaping, for which an escrow account or bond will be allowed to be established pursuant to City Laws for landscaping improvements.

9.6. **Project Infrastructure Improvements.** Master Developer's obligations with respect to Project Infrastructure improvements shall be subject to the applicable City Laws.

9.7. **Public Services Provided by City.** Subject to compliance with Master Developer's obligations as set forth in this MDA regarding the construction of public improvements, the City shall provide all of the standard municipal services to the Project, including, but not limited to, culinary water, sanitary sewer collection, storm drainage, public safety facilities and services and

police services, at the same levels of service and on the same terms as are generally provided by the City to and for the benefit of the City's other similarly situated residents, institutions and businesses. The Parties acknowledge and agree that the City does not provide fire protection/suppression services or emergency medical services (such services are provided by the North Davis Fire District).

10. Special Provisions Regarding Roads.

10.1. Public and Private Roads. The Parties understand and agree that Master Developer shall, at Master Developer's own expense (except as otherwise provided in Exhibit "C"), install the necessary Project Infrastructure to provide transportation and circulation facilities within the Project. The City shall cooperate with Master Developer in providing such facilities to the Project in connection with the City's existing roads and transportation facilities. Upon inspection, approval and the expiration of any warranty periods as set forth in the City Laws, the City shall accept the dedication of and maintain (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) all 'Public' (as defined below) roads within the Project. As part of this Agreement, Master Developer agrees that any roads constructed in connection with the Project, whether intended to be publicly owned and accepted by the City, or intended to be privately owned, shall be constructed according to typical City standards and as set forth in this MDA, except with regard to right-of-way widths, pavement widths, and any other design standard directly related to or affected by right-of-way width, which shall be as set forth in the MDP. Attached hereto as Exhibit "D-1" is a street plan (the "Proposed Street Plan") generally depicting the various streets and roadways anticipated to be constructed in connection with the Project. The Proposed Street Plan is a general depiction only, showing approximate locations. It is

provided for the purpose of designating which streets are to be public and which are to be private. Final locations shall be determined upon approval of an applicable Development Application. The Parties acknowledge and agree that the roads identified on Exhibit “D-1” as ‘Public’ shall be dedicated to the City, and thereafter (following inspection, approval and the expiration of any warranty periods as set forth in the City Laws) owned and maintained (routine maintenance shall commence following the City’s satisfactory “intermediate inspection” as set forth in Title 12, Chapter 9 of the Clearfield City Code) by the City, including culinary water, sanitary sewer and storm drain facilities within or under such roads, except as otherwise provided in this MDA. The roads identified thereon as ‘Private’ shall remain privately owned and maintained. Maintenance of storm drain systems within or under ‘Private’ roads shall be the responsibility of Master Developer and/or future property owners within the Project. The City shall be responsible for maintenance of culinary water and sanitary sewer systems within or under ‘Private’ roads, except as otherwise agreed by the Parties. Master Developer shall grant to the City such easements within ‘Private’ roads as may be reasonably necessary in connection with the City’s obligations to maintain culinary water and sanitary sewer systems within such roads. This Section 10.1 is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project. The Parties acknowledge and agree that the standards set forth in the MDP with regard to right-of-way widths differ from corresponding standards set forth in the City Laws. The Parties further acknowledge and agree that notwithstanding anything to the contrary in this MDA, with regard to right-of-way widths, and pavement widths, the standards set forth in the MDP shall control.

10.2. **Connector Road (Depot Street).** The Parties understand and agree that as an off-site public improvement intended to mitigate additional traffic impact from the Project and to

further facilitate use of the Project, Master Developer agrees to install or cause to be installed, at its own expense (except as otherwise set forth in Exhibit “C”), an extension of Depot Street southward from approximately 830 South in Clearfield, ultimately connecting with the Project’s roadways at the northern portion of the Project. The Depot Street extension shall be a two lane local roadway with a sixty (60) foot wide right-of-way built to City standards. The Depot Street extension shall be a ‘Public’ road pursuant to Section 10.1. This obligation to construct the Depot Street extension shall be performed by Master Developer once a traffic study warrants the need for this improvement, but no later than the completion of Phase 3 of the Project. In other words, no building permit shall be issued for Phase 4 of the Project until this improvement has been completed. Notwithstanding anything to the contrary herein, the Parties understand and agree that any land acquisition costs necessary for Master Developer’s extension of Depot Street, as described above, shall initially be shared by the City and Master Developer, in accordance with the following: (i) the City shall bear twenty-seven percent (27%) of any necessary land acquisition costs for the Depot Street extension and Master Developer shall bear the remaining seventy-three percent (73%) portion of said costs, (ii) each party shall be responsible for payment of its respective share of such costs at the time of closing on any such land acquisition(s), (iii) City and Master Developer shall, within ninety (90) days after the date of this MDA, enter into a reimbursement agreement directing and authorizing the City to collect from those property owners and developers that front along the Depot Street extension a payment, to be collected at the time of development of such frontage property, in order to reimburse Master Developer an equitable portion of its land acquisition and construction expenses in connection with the Depot Street extension, and (iv) to the extent that the City owns any lands that are required in connection with the Depot Street extension, the City shall dedicate such lands for the

Depot Street extension without payment, and at no cost to Master Developer. Master Developer shall be eligible to receive reimbursement for its land acquisition and construction costs for the Depot Street extension, except for Master Developer's "Share" of said land acquisition and construction costs, from funds actually received by the City from the owners and developers of property with frontage along the Depot Street extension pursuant to aforementioned reimbursement agreement as reimbursement for the Master Developer's previously installed improvements. As used herein, Master Developer's "Share" of said land acquisition and construction costs for the Depot Street extension shall mean that percentage of said land acquisition and construction costs which is equal to the percentage of all traffic on the Depot Street extension, as of such time as the Project and all properties that front along the Depot Street extension are fully constructed, that is attributable to and/or generated by the Project (including patrons of commuter rail and other transit facilities) as estimated in a traffic study approved by the Parties, but in no event shall Master Developer's Share be more than seventy-three percent (73%). Such traffic study shall utilize reasonable assumptions agreeable to all Parties with regard to density and other relevant factors, and shall be completed prior to entering into the aforementioned reimbursement agreement. The terms of the reimbursement agreement will be mutually agreed upon by the Parties. In the event that Master Developer is unable, for any reason, to purchase or otherwise acquire any lands and/or rights, including from third-parties, as Master Developer reasonably deems necessary for the construction of said Depot Street extension, Master Developer shall give written notice thereof to City, whereupon Master Developer and City shall work together in good faith to identify a mutually acceptable resolution. The City acknowledges its right of eminent domain to acquire property necessary for roads and related purposes as well as its willingness to consider the exercise of such right if

warranted by the circumstances; however, the Parties also acknowledge and agree that the City's exercise of eminent domain powers is a future legislative decision of the City Council as constituted when that issue arises. In the event that the Parties are unable to mutually agree upon a resolution within ninety (90) days of the date of such notice, the Parties may mutually agree in writing to terminate this MDA, whereupon this MDA shall have no further force or effect. If, at the time of such termination, the physical construction of improvements pursuant to a building permit has already commenced, Master Developer shall be obligated to complete the construction of such improvements.

10.2.1 In the event that any owner and/or developer of property with frontage along the Depot Street extension, or any other third party, desires, or is requested or required by the City, to install all or any portion of the Depot Street extension prior to the time Master Developer is obligated to install the same pursuant to this MDA, City and Master Developer shall attempt, in good faith, to enter into an appropriate amendment to this MDA reflecting such modification, the terms of which shall otherwise reflect, to the extent possible, the same or similar allocation of benefits and burdens as set forth in Section 10.2.

10.3. New Primary Intersection at State St. The Parties understand and agree that in order to facilitate better traffic flow both within and adjacent to the Project, Master Developer shall either construct or cause to be constructed, at its own expense (except as otherwise provided in Exhibit "C"), a new four-way intersection at the junction of the Project's main road and State Street. Said intersection shall be generally in conformance with the conceptual design in the MDP, subject to approval from the Utah Department of Transportation ("UDOT") and the City. Master Developer shall apply for UDOT's approval of said intersection in connection with each Phase until such time as the intersection is approved by UDOT. Once UDOT determines

that said intersection is warranted and Master Developer has obtained all permits and other approvals, whether from UDOT, the City, and/or any other applicable governing authority, necessary for the construction of said intersection, the City will not be required to issue any building permits with respect to any Phase beyond the Phase that immediately follows the then current Phase, until construction of said intersection is complete. As an example for illustration purposes only, if UDOT determines that said intersection is warranted and Master Developer obtains all necessary permits and other approvals during Phase 1C, then Master Developer may complete Phase 1C and obtain building permits for Phase 1D without limitation, but the City shall not be required to issue any building permits for Phase 2A or any subsequent Phase until construction of said intersection is completed. The City acknowledges its willingness to consider loaning funds to Master Developer for acquisition of lands required in connection with such intersection, and City and Master Developer shall, within one hundred twenty (120) days after the date of this MDA, seek to enter into a loan agreement on terms that are mutually agreeable to the Parties (including four percent (4%) interest on loan balance annually until paid). In the event that Master Developer is unable, for any reason, to purchase or otherwise acquire any lands and/or rights, including from third-parties, as Master Developer reasonably deems necessary for the construction of said intersection, Master Developer shall give written notice thereof to City, whereupon Master Developer and City shall work together in good faith to identify a mutually acceptable resolution. The City acknowledges its right of eminent domain to acquire property necessary for roads and related purposes as well as its willingness to consider the exercise of such right if warranted by the circumstances; however, the Parties also acknowledge and agree that the City's exercise of eminent domain powers is a future legislative decision of the City Council as constituted when that issue arises. In the event that the Parties are unable to mutually

agree upon a resolution within ninety (90) days, the Parties may mutually agree in writing to terminate this MDA, whereupon this MDA shall have no further force or effect. If, at the time of such termination, the physical construction of improvements pursuant to a building permit has already commenced, Master Developer shall be obligated to complete the construction of such improvements.

10.4. Northern Ingress/Egress on State St. The Parties understand and agree that in order to facilitate better traffic flow both within and adjacent to the Project, Master Developer shall either construct or cause to be constructed, at its own expense (except as otherwise provided in Exhibit “C”), a new entrance/exit for the Project located north of the Phase 1A Flex Business Space buildings at State Street (the “Northern Access”). This Northern Access shall be generally in conformance with the conceptual design in the MDP, subject to approval from UDOT and the City. This obligation to construct the Northern Access shall be performed by Master Developer once a traffic study warrants the need for this improvement, but no later than the completion of Phase 3 of the Project. In other words, no building permit shall be issued for Phase 4 of the Project until this improvement has been completed. In the event that Master Developer is unable, for any reason, to purchase or otherwise acquire any lands and/or rights, including from third-parties, as Master Developer reasonably deems necessary for the construction of said Northern Access, Master Developer shall give written notice thereof to City, whereupon Master Developer and City shall work together in good faith to identify a mutually acceptable resolution. The City acknowledges its right of eminent domain to acquire property necessary for roads and related purposes as well as its willingness to consider the exercise of such right if warranted by the circumstances; however, the Parties also acknowledge and agree that the City’s exercise of eminent domain powers is a future legislative decision of the City

Council as constituted when that issue arises. In the event that the Parties are unable to mutually agree upon a resolution within ninety (90) days, the Parties may mutually agree in writing to terminate this MDA, whereupon this MDA shall have no further force or effect. If, at the time of such termination, the physical construction of improvements pursuant to a building permit has already commenced, Master Developer shall be obligated to complete the construction of such improvements.

10.5. Reconfiguration of Intersection at 1000 East and State Street. The Parties understand and agree that in order to facilitate better traffic flow both within and adjacent to the Project, Master Developer shall either construct or cause to be constructed, at its own expense (except as otherwise provided in Exhibit “C”), a reconfiguration of the existing intersection at 1000 East and State Street, whereby the existing intersection shall be closed on the south side of State Street and replaced with a new ‘T’ intersection located further south on State Street (the “Southern Access”). This obligation shall be performed by Master Developer once a traffic study warrants the need for this improvement, but no later than the completion of Phase 3 of the Project. In other words, no building permit shall be issued for Phase 4 of the Project until this improvement has been completed. In the event that Master Developer is unable, for any reason, to purchase or otherwise acquire any lands and/or rights, including from third-parties, as Master Developer reasonably deems necessary for the construction of said Southern Access, Master Developer shall give written notice thereof to City, whereupon Master Developer and City shall work together in good faith to identify a mutually acceptable resolution. In the event that the Parties are unable to mutually agree upon a resolution within ninety (90) days, the Parties may mutually agree in writing to terminate this MDA, whereupon this MDA shall have no further force or effect. If, at the time of such termination, the physical construction of improvements

pursuant to a building permit has already commenced, Master Developer shall be obligated to complete the construction of such improvements.

Notwithstanding anything to the contrary herein, in the event that UDOT disapproves or otherwise fails to provide all necessary approvals for the Southern Access, Master Developer's obligation to construct the Southern Access shall automatically terminate, and any and all references in this MDA and/or the MDP to such Southern Access (however such realignment is denominated) shall be deemed null and void, having no force or effect. In such event, the parties anticipate that existing road and access conditions shall continue until such time as the Project's new primary intersection (as described in Section 10.3) is operational. At that time, the Parties anticipate that the existing intersection of 1000 East and State Street shall be limited to right-in/right-out access only, subject to UDOT approvals.

11. Open Space, Parks and Trails. The Parties understand and agree that Master Developer shall, at Master Developer's own expense (except as otherwise provided in Exhibit "C"), install the necessary Project Infrastructure to provide open space, parks and trails within the Project, and as generally depicted and described in this MDA and the MDP. The Parties acknowledge and agree that the site map and open/civic space acreage figures set forth in Section 3.1 of the MDP are provided for general reference only, and are not intended to be and shall not be deemed minimum requirements; however, in no event shall the open/civic space acreage be less than twenty percent (20%) of the Property. The City shall cooperate with Master Developer in providing such facilities. Master Developer shall be responsible for all applicable construction, permit and impact fees associated with said open space, parks and trails within the Project. Except as otherwise specifically provided in this MDA, all open space, parks and trails within the Project shall be privately owned and maintained, and the City shall neither own nor maintain

the same. The Parties acknowledge and agree that any and all open space located between travel lanes within any public road or public right of way shall, following satisfactory inspection, approval and expiration of any warranty period, be owned and maintained (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) by the City. Open space shall consist of meaningful areas that promote the goals and objectives of Master Developer and City, but shall not include roads (but shall include landscaped areas within rights-of-way) or parking lots.

11.1. **Community Park No. 1.** Unless agreed to earlier by the Parties in writing, within ten (10) days after Master Developer receives Site Plan approval for any Phase 4 improvement, UTA (or any successor owner, if applicable) shall convey fee title to the land (approximately 1.3 acres) comprising that certain area identified in the MDP as the "Community Park No. 1" to the City, for development and construction of the "Community Plaza", as defined below. The Parties agree that such Community Park No. 1 lands shall, at all times, and regardless of any transfer of ownership, be considered and counted as open space and shall be included in any calculation of Project open space, pursuant to the open space requirements set forth in the MDP. Concurrently with the conveyance of title to the Community Park No. 1 land to the City, Master Developer shall pay the City Two Hundred Thousand Dollars (\$200,000.00) (this amount, which is not subject to change, being agreed upon by the Parties as the current estimated cost of improving the Community Park No. 1 area to the level of a typical City park). The City shall be responsible for all costs and expenses in connection with the planning, design and construction of the Community Plaza in a manner consistent with the standards set forth in the MDP. The City shall begin construction of improvements for the Community Plaza within one (1) year of the date title to the land is transferred to the City, and shall complete such construction within eighteen (18)

months after beginning construction. The City shall also be responsible for managing and maintaining the Community Plaza. The City covenants and agrees that the Community Plaza shall not be used or improved for any purpose other than for a community plaza, meaning a facility having the elements and features of a 'community plaza' as set forth and described in the MDP (the "Community Plaza"). The deed conveying title to the Community Park No. 1 lands shall include a restrictive covenant limiting the use of such lands to the Community Plaza, subject to the other provisions of this section in the event the Community Plaza is not constructed by the City as required. Master Developer shall have no obligation to develop such lands as a Community Plaza. The City acknowledges and agrees that failure to timely construct improvements to the Community Park No. 1 lands would adversely impact the Project. Accordingly, in the event that the City fails to commence construction of the Community Plaza within the time required, or fails to complete such construction within the time required, Master Developer shall have the right, but not the obligation, to improve such lands, in its sole discretion, to the level of a typical City park only. If Master Developer elects to exercise its right to make or complete such improvements, Master Developer shall give written notice thereof to the City, and within thirty (30) days after receipt of such notice, City shall reimburse Master Developer any portion of the \$200,000.00 amount previously paid to the City, as discussed above, which has not been expended on improvements already installed. If such reimbursement is not paid in full within the time required, interest shall accrue on any unpaid balance at the rate of eight percent (8%) annually until paid.

11.2. **Pocket Parks.** The Parties understand and agree that the City shall neither own nor maintain any Pocket Park (as defined in the MDP).

11.3. **Community Park No. 2.** Master Developer shall develop and construct that

certain storm water detention area comprised of approximately 0.94 acres and identified in the MDP as the “Community Park No. 2”. As part of Phase 6 of the Project, said Community Park No. 2 shall be fully developed and completed by Master Developer with automatic sprinkling systems, sod and trees according to City standards. Following inspection, approval and the expiration of any warranty periods set forth in the City Laws, the City shall accept the dedication of the Community Park No. 2 area and maintain (routine maintenance shall commence following the City’s satisfactory “intermediate inspection” as set forth in Title 12, Chapter 9 of the Clearfield City Code) such as one of its community parks. However, notwithstanding the foregoing, if the improvements installed in the Community Park No. 2 area by Master Developer don’t meet the City’s standards for slopes, depth, and landscaping (sod, trees, sprinkling systems) for a community park, the City shall not be required to accept any dedication of and will be under no obligation to maintain the Community Park No. 2 area.

12. Other Landscaping Requirements. A landscaping buffer shall be required and installed by Master Developer at Master Developer’s sole cost and expense along all State Street frontages consistent with the MDP. All parking lots visible from State Street must be screened.

13. CC&R’s. As applicable, the owner(s) of all or a portion of the Property, and or the Owner’s Association(s) created with respect thereto, shall be responsible for the implementation and enforcement of CC&R’s if and as they deem necessary or appropriate. The CC&R’s may be adopted and amended without any requirement of approval thereof by the City; however, Master Developer shall submit all CC&R’s to the City for review and comment prior to adoption or amendment. All CC&R’s shall be subject to the terms and provisions of this MDA and must not be in conflict with the MDA, the MDP, or City Laws.

14. Payment of Fees. Except as otherwise specifically provided in this MDA, Master Developer

and/or any Subdeveloper, as applicable, shall pay to the City all fees (including, but not limited to, plan review fees, Impact Fees, hookup fees and inspection fees) as are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule – but not applicable only to the Property) and which are adopted pursuant to State law, in amounts specified in the City Laws.

15. Construction Standards and Requirements.

15.1. Building and Grading Permits. No buildings or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper, as applicable, first obtaining a building permit therefor. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following preliminary approval by the Planning Commission of a Site Plan or a Subdivision Plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer. Any grading performed by Master Developer and/or a Subdeveloper pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of Master Developer or the Subdeveloper. If there are any discrepancies between the grade elevations created by the grading permit activities and the final, approved elevations, the City shall have no responsibility or liability for any such discrepancy. Nothing herein shall prevent Master Developer from obtaining a demolition permit, at any time Master Developer reasonably deems necessary.

15.2. City and Other Governmental Agency Permits. Before beginning construction or development of any buildings, structures or other work or improvements upon any portion of the Property, Master Developer or a Subdeveloper, as applicable, shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. Upon satisfactorily meeting all pertinent

requirements as set forth in this MDA, the MDP and City Laws, the City agrees to grant to Master Developer, or a Subdeveloper, as applicable, those permits and approvals necessary to permit the Master Developer or Subdeveloper to implement and complete the development of the Project. The City shall reasonably cooperate with the Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

15.3. UTA Operations Facilities. The Parties acknowledge and agree that (i) UTA currently utilizes a portion of the Property, including one or more buildings located on the Property, in support of its transit-related operations, (ii) development of the Project shall necessitate the removal of such support buildings and related improvements (specifically excluding the Frontrunner commuter rail corridor), (iii) UTA and/or Master Developer intend to relocate such support facilities to a portion of the Flex Business Space to be constructed within the Project (the “Relocation Facility”) (UTA and/or Master Developer currently anticipate, subject to change, that the Relocation Facility will be located within a portion of the Flex Business Space identified in the MDP as part of Phase 3), (iv) UTA shall have the right to continue to use its existing support buildings and related improvements until such time as UTA and Master Developer mutually agree that such use shall be discontinued, and (v) if a Relocation Facility acceptable to UTA is not available as of the time UTA discontinues use of its existing facilities, UTA shall have the right, for a period not to exceed five (5) years, to install and utilize temporary facilities (including but not limited to mobile office trailers and other similar facilities) for its support operations.

15.4. Inspection by City. Notwithstanding the City’s established construction standards, City acknowledges and agrees that, except as otherwise specifically provided in the last sentence of this Section 15.4, continuous direct observation by a city inspector or city

engineer will not be a requirement with respect to construction of improvements at the Project, and Master Developer and/or any Subdeveloper shall have the right to perform and continue its construction work. However, the City shall have the right, upon giving written notice thereof to Master Developer setting forth its reasonable concerns, to require continuous inspection with respect to any particular construction work relating to such concerns.

16. Default.

16.1. **Notice.** If Master Developer or a Subdeveloper or the City is believed to be in Default for failing to perform its respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide written Notice to the party that is believed to be in Default, and to UTA. If the City provides any Notice of Default to any Subdeveloper it shall also provide a courtesy copy of such Notice to Master Developer and UTA at the same time.

16.2. **Contents of the Notice of Default.** The Notice of Default shall:

16.2.1. Claim of Default. Specify the claimed event of Default;

16.2.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA or the MDP that is claimed to be in Default;

16.2.3. Specify Materiality. Identify why the Default is claimed to be material;
and

16.2.4. Optional Proposed Cure. If elected by the party delivering the Notice of Default, in its discretion, the Notice of Default may propose a method and period of time for curing the Default, which period of time shall be not more than sixty (60) days.

16.3. **Meet and Confer.** Upon the issuance of a Notice of Default the Parties shall

engage in a “Meet and Confer” process, which means that the Parties and/or their representatives shall meet together in person (or by telephone if meeting in person is not reasonably possible in a timely manner) to discuss the claimed Default and shall attempt, in good faith, to reach a mutually acceptable resolution.

16.4. **Remedies.** If the Parties are not able to resolve the Default through the “Meet and Confer” process then the parties may pursue the following remedies:

16.4.1. Legal Remedies. The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages; provided, however, that Master Developer shall be allowed to pursue a money judgment for out-of-pocket costs actually paid by reason of the City’s Default, limited to the following: (i) payment of interest pursuant to any loan, contract or other obligation, (ii) costs incurred in connection with the delay, termination, and/or extension of construction activity, (iii) costs incurred in connection with construction mobilization and/or remobilization, (iv) costs incurred in connection with management, termination, and/or amendment of existing contracts, and with entering into new contracts as necessary to replace any such terminated contracts, (v) payment of penalties and/or fees under any contract or account, (vi) payment of insurance premiums, (vii) costs incurred in connection with renewing, updating and/or replacing reports, studies and/or applications, and (viii) reasonable attorney’s fees, legal expenses and court costs. In no event shall the City have any obligation to pay Master Developer, UTA, or any successor in interest, for consequential damages, lost profits, or lost opportunity costs arising by reason of an alleged or established Default of the City, and Master Developer and UTA hereby irrevocably waive any right to assert any claim for the same. Notwithstanding any other provision

contained herein, the City's aggregate liability for out-of-pocket costs actually paid by Master Developer by reason of the City's Default, including but not limited to attorney's fees, legal expenses and court costs, shall not exceed five million dollars (\$5,000,000.00).

16.4.2. Enforcement of Security. The right to draw on any security posted or provided in connection with the Project and specifically relating to remedying of the particular Default.

16.4.3. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a Default by a Subdeveloper, development of those Subareas for which it has acquired development rights, until the Default has been cured.

16.5. **Public Meeting.** Before any remedy in Section 16.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting (upon not less than ten days prior notice) before the Council and address the Council regarding the claimed Default.

16.6. **Emergency Defaults.** Anything in this MDA or the MDP notwithstanding, if the Council finds on the record that a Default materially impairs a compelling, countervailing interest of the City involving the public health or safety, and that any delays in remedying such a Default would also impair a compelling, countervailing interest of the City involving the public health or safety, then the City may pursue the remedies of Section 16.4 without the requirements of Section 16.3. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency Default is to be considered and Master Developer and/or any applicable Subdeveloper shall be allowed to address the Council at

that meeting regarding the claimed emergency Default.

16.7. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days then such cure period may be extended by the non-defaulting party so long as the defaulting party is pursuing a cure with reasonable diligence.

16.8. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

17. **Notices.** All notices required or permitted under this MDA shall be given in writing by certified mail, postage prepaid; or personally; or by nationally-recognized overnight courier service to the following addresses; or by facsimile to the following facsimile numbers provided transmission confirmation is automatically provided:

To UTA:

Utah Transit Authority
Attn: UTA Office of General Counsel and TOD Manager
669 W. 200 S.
Salt Lake City, UT 84101
Fax:

To Master Developer:

Clearfield Station, LLC
Attn: Mike Christensen
748 West Heritage Park Blvd., Ste. 203
Layton, UT 84041
Fax:

With a copy to:

Dean Smith, Attorney
c/o The Thackeray Garn Company, LLC
1165 E. Wilmington Ave., Ste. 275
Salt Lake City, UT 84106

To the City:

Clearfield City Corporation
Attn: City Recorder
55 S. State St.

With a copy to:

Clearfield City Attorney
55 S. State St., Suite 332
Clearfield, UT 84015

Clearfield, UT 84015
Fax:

Fax:

17.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed given upon actual receipt, if personally delivered; when transmitted if delivered by facsimile; one (1) business day following deposit with a nationally-recognized overnight courier that provides a receipt; or on the third (3rd) day following deposit in the United State mail in the manner described above. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

18. **Entire Agreement/Amendment.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties regarding the subject matter included herein and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties. Any amendment to this MDA shall be recorded against the Property.

19. **Headings.** The captions used in this MDA are for convenience only and a not intended to be substantive provisions or evidences of intent.

20. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City, UTA and Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property, except as otherwise specifically provided in this MDA.

21. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the City as provided herein,

which consent shall not be unreasonably withheld, conditioned or delayed. City understands and agrees that the Project is large and diverse, and that Master Developer is likely to assign a portion or portions of its development rights under this MDA to one or more Subdevelopers in order to facilitate the development of various phases and/or portions of the Project.

Notwithstanding anything to the contrary herein, Master Developer shall have the right to assign its rights under this MDA to any “Affiliate” of Master Developer without obtaining the City’s consent therefor. As used in this Section 21, “Affiliate” shall mean any person or entity controlling, controlled by or under common control with Master Developer (as used herein “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies and decision-making of such person or entity, through the ownership of voting interests).

21.1 **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

21.2. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer’s rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from and have no liability with respect to any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

21.3. **Grounds for Denying Assignment.** The City may only withhold its consent if the City is not reasonably satisfied regarding the assignee’s ability to perform the obligations of

Master Developer proposed to be assigned, and the City provides a specific description of its objections in writing. Any refusal of the City to consent to an assignment shall be subject to the “Meet and Confer” process specified in Section 16.3.

21.4. **Assignee Bound by this MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA and the MDP as a condition precedent to the effectiveness of the assignment.

21.5 **Sale of Property.** Notwithstanding anything to the contrary herein, UTA shall have the right, at any time, to sell or otherwise convey all or any portion of the Property without any required approval, review, or consent by the City. Notwithstanding any such sale or conveyance, only Master Developer, or its permitted assignee(s) as provided in this Section 21, shall have the rights and responsibilities of Master Developer under this MDA. The City specifically acknowledges and agrees that UTA intends to transfer ownership of the Property, or portions thereof, to one or more other entities.

22. **Binding Effect.** If UTA sells or otherwise conveys all or any portion of the Property to any other party, the lands so sold or conveyed shall continue to be subject to all of the terms and conditions of this MDA which are applicable to such lands, including all rights, privileges, requirements and limitations as set forth herein.

23. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

24. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA

shall remain in full force and affect.

25. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; inability to obtain reasonable financing in the event of significant changes in the credit markets, acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. In the event of the incapacity or death of John Thackeray or Kevin Garn, the Parties shall meet and confer as to any modifications necessary to this MDA and completion of the Project.

26. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

27. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City, UTA and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representatives shall be JJ Allen for the City, Curtis Clayton for UTA, and Amber ~~Huntsman~~Hansen for Master Developer. The parties may change their designated representatives by Notice.

28. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

29. **Applicable Law.** This MDA is entered into in the State of Utah and shall be construed in

accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

30. **Venue.** Any action to enforce this MDA shall be brought only in the Second Judicial District Court for the State of Utah, Farmington Department.

31. **Recordation and Running with the Land.** This MDA shall be recorded against the Property in the real property records of Davis County. This MDA shall be deemed to run with the land and shall be deemed binding upon the Parties, and all of their successors and assigns.

32. **Authority/Good Standing.**

(a) Master Developer represents and warrants to the City and UTA that (i) Master Developer is duly formed and validly existing under the laws of Utah and is qualified to do business in the State of Utah; (ii) the individuals executing this MDA on behalf of Master Developer are duly authorized and empowered to bind Master Developer; and (iii) this MDA is valid, binding and enforceable against Master Developer in accordance with its terms.

(b) City represents and warrants to Master Developer and UTA that (i) City is a Utah municipal corporation; (ii) City has power and authority pursuant to enabling legislation, the Act, City Laws, and the City Code, to enter into and be bound by this MDA; (iii) the individual(s) executing this MDA on behalf of City are duly authorized and empowered to bind the City; and (iv) this MDA is valid, binding and enforceable against the City in accordance with its terms.

(c) UTA represents and warrants to the City and Master Developer that (i) UTA is a public transit district organized under the Utah Public Transit District Act; (ii) UTA has power and authority pursuant to authority and approval from the Act and other

enabling legislation in the Utah Code, to enter into and be bound by this MDA; (iii) the individual(s) executing this MDA on behalf of UTA are duly authorized and empowered to bind UTA; and (iv) this MDA is binding and enforceable against UTA in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this MDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

CLEARFIELD CITY, a municipal corporation

Attest:

By: _____
Mark R. Shepherd, Mayor

City Recorder

Approved as to Form:

City Attorney

CLEARFIELD STATION, LLC
a Utah limited liability company

By: Its Manager
Clearfield TOD Investments, LLC
a Utah limited liability company

By: _____
John R. Thackeray, Manager

By: _____
Kevin S. Garn, Manager

UTAH TRANSIT AUTHORITY
a public transit district organized under the Utah Public Transit District Act

Mike Allegra, General Manager

Bruce T. Jones, President of Governmental Resources

ACKNOWLEDGMENT

STATE OF UTAH)
)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201415, by John R. Thackeray, the Manager of Clearfield TOD Investments, LLC, the Manager of CLEARFIELD STATION, LLC, a Utah limited liability company.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)
)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201415, by Kevin S. Garn, the Manager of Clearfield TOD Investments, LLC, the Manager of CLEARFIELD STATION, LLC, a Utah limited liability company.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)
)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201415, by _____, the _____

of CLEARFIELD CITY, a municipal corporation.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)
)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
| _____, 2014~~15~~, by _____ and
_____, the _____ and
_____, respectively, of UTAH TRANSIT AUTHORITY,
a public transit district organized under the Utah Public Transit District Act.

NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Master Development Plan
Exhibit "C"	Project Infrastructure
Exhibit "D-1"	Street Plan
Exhibit "D-2"	Culinary Water Plan
Exhibit "D-3"	Sanitary Sewer Plan
Exhibit "D-4"	Storm Drainage Plan
Exhibit "E"	Impact Fee Credits

Exhibit "A"

Legal Description of Property

A PARCEL OF LAND SITUATE IN THE EAST ONE HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH $0^{\circ}06'06''$ EAST ALONG THE EAST LINE OF SAID SECTION LINE 293.10 FEET AND NORTH $89^{\circ}53'54''$ WEST 651.82 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 91; FROM THE EAST QUARTER CORNER 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH $00^{\circ}06'06''$ EAST 5272.26 FEET BETWEEN THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 12) RUNNING THENCE SOUTH $36^{\circ}54'44''$ EAST ALONG SAID WESTERLY RIGHT OF WAY LINE 991.03 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH $18^{\circ}21'02''$ EAST 70.17 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE SOUTH $0^{\circ}06'06''$ WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 753.80 FEET; THENCE NORTH $89^{\circ}44'35''$ WEST 866.08 FEET TO A CHAINLINK FENCE; THENCE ALONG SAID CHAINLINK FENCE SOUTH $89^{\circ}47'53''$ WEST 428.29 FEET TO A VINYL FENCE CORNER; THENCE ALONG SAID VINYL FENCE SOUTH $0^{\circ}44'06''$ EAST 168.17 FEET TO A POINT ON THE UTA RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT THREE (3) COURSES: NORTH $29^{\circ}57'39''$ WEST 1,717.61 FEET; SOUTH $89^{\circ}59'56''$ WEST 57.71 FEET; NORTH $29^{\circ}57'39''$ WEST 672.39 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH $44^{\circ}51'35''$ EAST 183.21 FEET; THENCE NORTH $86^{\circ}57'28''$ EAST 239.06 FEET; THENCE NORTH $0^{\circ}06'04''$ EAST 60.39 FEET; THENCE SOUTH $89^{\circ}53'56''$ EAST 1096.09 FEET; THENCE SOUTH $0^{\circ}06'04''$ WEST 232.50; THENCE SOUTH $89^{\circ}53'56''$ EAST 463.79 FEET TO THE POINT OF BEGINNING.

Exhibit “B”

Master Development Plan

[See Attached]

Exhibit “C”

Project Infrastructure

[See Attached]

Exhibit “D-1”

Street Plan

[See Attached]

Exhibit “D-2”
Culinary Water Plan
[See Attached]

Exhibit “D-3”
Sanitary Sewer Plan
[See Attached]

Exhibit “D-4”
Storm Drainage Plan
[See Attached]

Exhibit “E”

Impact Fee Credits

[See Attached]

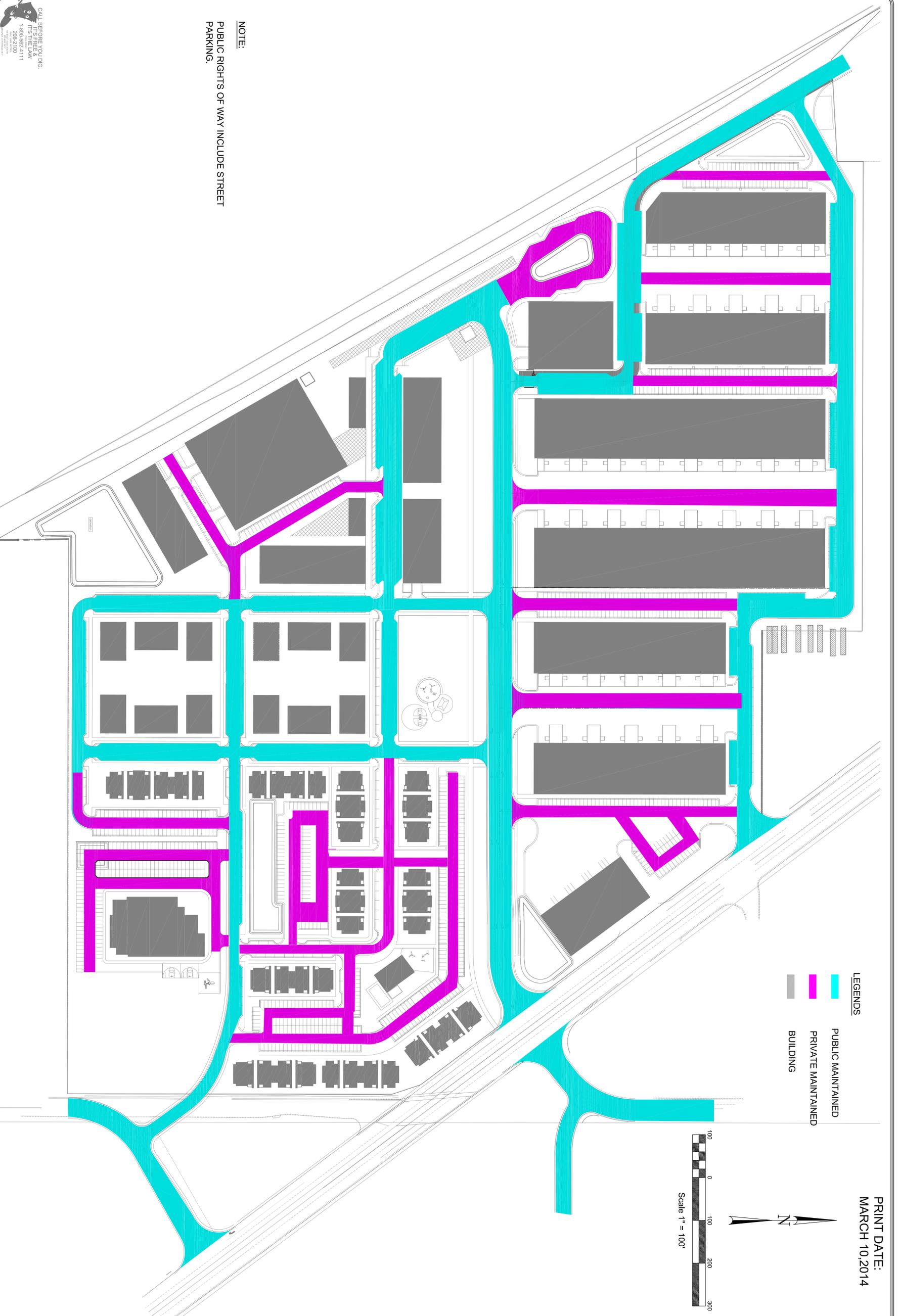
AS-SURVEYED DESCRIPTION

A PARCEL OF LAND SITUATE IN THE EAST ONE HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 0°06'06" EAST ALONG THE EAST LINE OF SAID SECTION LINE 293.10 FEET AND NORTH 89°53'54" WEST 651.82 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 91; FROM THE EAST QUARTER CORNER 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH 00°06'06" EAST 5272.26 FEET BETWEEN THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 12) RUNNING THENCE SOUTH 36°54'44" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE 991.03 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 18°21'02" EAST 70.17 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE SOUTH 0°06'06" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 753.80 FEET; THENCE NORTH 89°44'35" WEST 866.08 FEET TO A CHAINLINK FENCE; THENCE ALONG SAID CHAINLINK FENCE SOUTH 89°47'53" WEST 428.29 FEET TO A VINYL FENCE CORNER; THENCE ALONG SAID VINYL FENCE SOUTH 0°44'06" EAST 168.17 FEET TO A POINT ON THE UTA RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT THREE (3) COURSES: NORTH 29°57'39" WEST 1,717.61 FEET; SOUTH 89°59'56" WEST 57.71 FEET; NORTH 29°57'39" WEST 672.39 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 44°51'35" EAST 183.21 FEET; THENCE NORTH 86°57'28" EAST 239.06 FEET; THENCE NORTH 0°06'04" EAST 60.39 FEET; THENCE SOUTH 89°53'56" EAST 1096.09 FEET; THENCE SOUTH 0°06'04" WEST 232.50; THENCE SOUTH 89°53'56" EAST 463.79 FEET TO THE POINT OF BEGINNING.

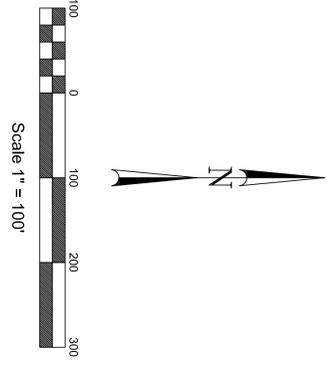
CONTAINS: 3,058,933 SQ. FT. OR 70.22 ACRES

CALL BEFORE YOU DIG.
 811
 IT'S THE LAW
 1-800-862-4111
 2008-2-100

NOTE:
 PUBLIC RIGHTS OF WAY INCLUDE STREET
 PARKING.

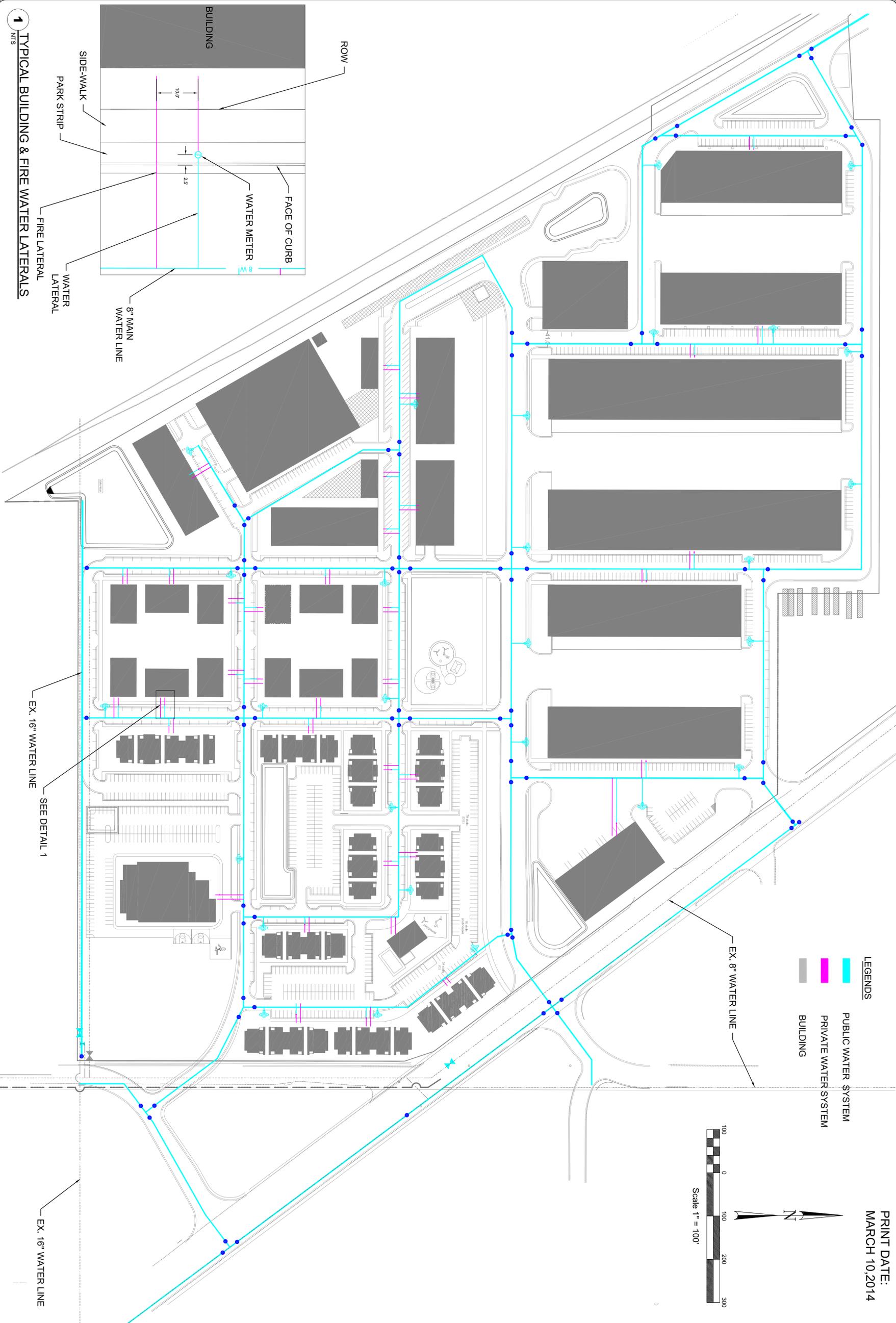


- LEGENDS
- PUBLIC MAINTAINED
 - PRIVATE MAINTAINED
 - BUILDING



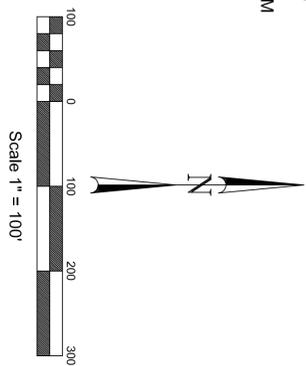
PRINT DATE:
 MARCH 10, 2014

D-1 EXHIBIT	REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td><td> </td></tr> </table>											DRAWN BY: RN DESIGN BY: AJS CHECKED BY: SNT DATE: 03/10/2014	CLIENT: CLEARFIELD TOD INVEST DWG: Road Exhibit JOB No: 2420-CT1001-13 <small>DO NOT SCALE THIS DRAWING. DRAWING IS REDUCED IF LESS THAN 24"x36" DIMENSIONS AND NOTES TAKE PRECEDENCE.</small>	231 West 800 South Suite A Salt Lake City, Utah 84101 Ward Engineering Group Planning Engineering Surveying PH: 801.487.8040 FX: 801.487.8668	CLEARFIELD STATION T.O.D. 1000 EAST STATE STREET, CLEARFIELD, UT PUBLIC & PRIVATE ROADS



LEGENDS

- PUBLIC WATER SYSTEM
- PRIVATE WATER SYSTEM
- BUILDING



PRINT DATE:
MARCH 10, 2014

1
NTS
TYPICAL BUILDING & FIRE WATER LATERALS

D-2
EXHIBIT

NO.	REVISIONS

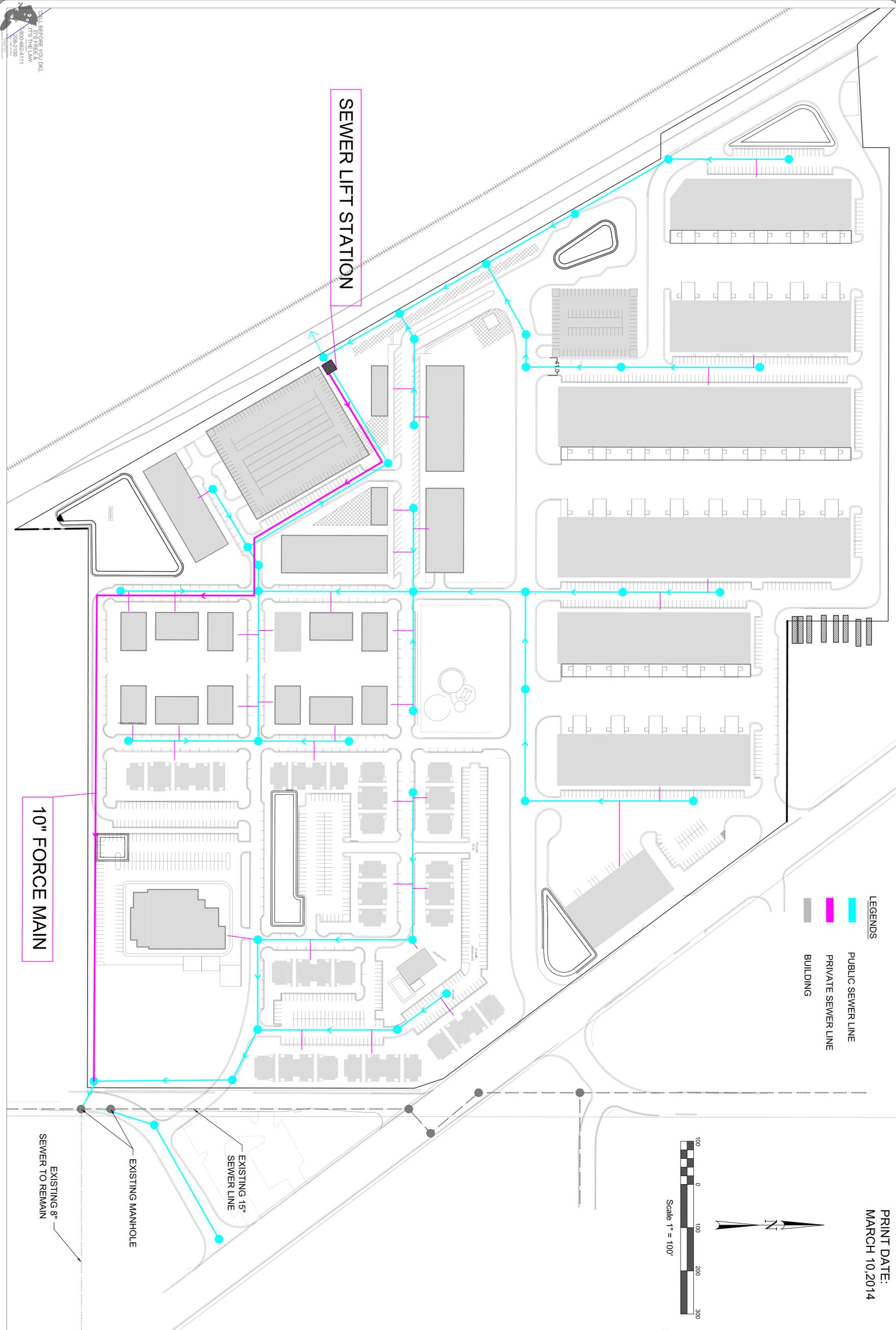
DRAWN BY: **RN**
 DESIGN BY: **AJS**
 CHECKED BY: **SNT**
 DATE: **03/10/2014**

CLIENT: **CLEARFIELD TOD INVEST**
 DWG: **Water Exhibit**
 JOB No: **2420-CT1001-13**
DO NOT SCALE THIS DRAWING. DRAWING IS REDUCED IF LESS THAN 24x36" DIMENSIONS AND NOTES TAKE PRECEDENCE.

231 West 800 South Suite A Salt Lake City, Utah 84101

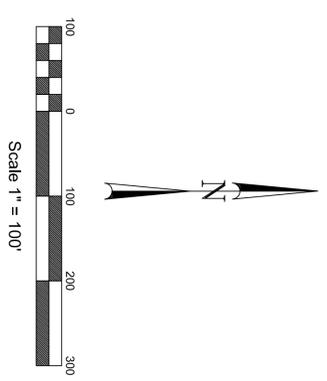
Ward Engineering Group
 Planning Engineering Surveying
 PH: 801.487.8040 FX: 801.487.8668

CLEARFIELD STATION T.O.D.
1000 EAST STATE STREET,
CLEARFIELD, UT
WATER SYSTEM



LEGENDS

- PUBLIC SEWER LINE
- PRIVATE SEWER LINE
- BUILDING



PRINT DATE:
MARCH 10, 2014

10" FORCE MAIN

SEWER LIFT STATION

EXISTING 15" SEWER LINE
EXISTING MANHOLE
EXISTING 8" SEWER TO REMAIN

D-3 EXHIBIT	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td><td> </td></tr> </table>											<p>DRAWN BY: RN</p> <p>DESIGN BY: AJS</p> <p>CHECKED BY: SNT</p> <p>DATE: 03/10/2014</p>	<p>CLIENT: CLEARFIELD TOD INVEST</p> <p>DWG: Sewer Exhibit</p> <p>JOB No: 2420-CT1001-13</p> <p><small>DO NOT SCALE THIS DRAWING. DRAWING IS REDUCED IF LESS THAN 24x36" DIMENSIONS AND NOTES TAKE PRECEDENCE</small></p>	<p>231 West 800 South Suite A Salt Lake City, Utah 84101</p> <p>Ward Engineering Group Planning Engineering Surveying</p> <p>PH: 801.487.8040 FX: 801.487.8668</p>	<p>CLEARFIELD STATION T.O.D. 1000 EAST STATE STREET, CLEARFIELD, UT SEWER SYSTEM</p>

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 801-482-4111
 208-270-1000



LEGENDS

- PUBLIC STORM-DRAIN SYSTEM
- PRIVATE STORM-DRAIN SYSTEM
- BUILDING

Scale 1" = 100'

PRINT DATE:
MARCH 10, 2014

1150 S.

1050 E.

EXISTING 42" STORM DRAIN

EXISTING 48" STORM DRAIN

EXISTING 24" STORM DRAIN

D-4 EXHIBIT	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td><td> </td></tr> </table>											<p>DRAWN BY: RN</p> <p>DESIGN BY: AJS</p> <p>CHECKED BY: SNT</p> <p>DATE: 03/10/2014</p>	<p>CLIENT: CLEARFIELD TOD INVEST</p> <p>DWG: Storm-Drain Exhibit</p> <p>JOB No: 2420-CT1001-13</p> <p><small>DO NOT SCALE THIS DRAWING. DRAWING IS REDUCED IF LESS THAN 2247 x 3447 DIMENSIONS AND NOTES TAKE PRECEDENCE</small></p>	<p>231 West 800 South Suite A Salt Lake City, Utah 84101</p> <p>Ward Engineering Group</p> <p>Planning Engineering Surveying</p> <p>PH: 801.487.8040 FX: 801.487.8668</p>	<p>CLEARFIELD STATION T.O.D.</p> <p>1000 EAST STATE STREET,</p> <p>CLEARFIELD, UT</p> <p>STORM-DRAIN SYSTEM</p>

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208-270-0000

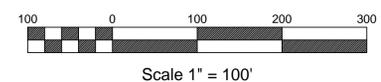
Clearfield TOD - Infrastructure Needs

Date April 01, 2015

Category	Phase	Funding Source	Description
Transportation	3	100% Developer	New Traffic Signal (approx. State Street and 1200 South)/1000 East Connector Road to State Street Wood Property
Transportation	3	100% Developer	Block/Close of 1000 East at State Street
Transportation	3	100% Developer	New Traffic Signal (1000 East and State Street)/Chelemes Connector Road, State Street to 1000 East
Transportation	2A	100% Developer	Depot Street Connector Road to TOD site east of R/R / Building Depot Road along R/R Tracks for Regional Traffic Access
Transportation	80% Phase 1A, 10% Phase 2A, 10% Phase 4	100% Developer	Main Road Through TOD Site to TRAX Station
Parking	6	100% Developer	Parking Structure (1000 Stalls)
Parking	5	100% Developer	Parking Structure (469 Stalls)/Relocate Kiss and Ride
Site Remediation	1A	100% Developer	Demolish Existing Steel Buildings
Site Remediation	6	100% Developer	Grading to Infill Existing Detention Pond
Site Remediation	17% Phase 1A, 16% Phase 1B, 11% Phase 2A, 11% Phase 3, 11% Phase 4, 34% Phase 6	100% Developer	Remove Existing Light Poles
Site Remediation	49% Phase 1A, 11% Phase 1B, 5% Phase 2B, 30% Phase 3, 5%Phase 6	100% Developer	Remove Existing Trees
Site Remediation	19% Phase 1A, 25% Phase 1B, 3% Phase 2A, 3% Phase 2B, 5% Phase 3, 30% Phase 4, 15% Phase 6	100% Developer	Remove Existing Asphalt
System Improvements	40% Phase 1B, 20% Phase 5, 40% Phase 7	100% Developer	Install Community Trail System along Main Road
System Improvements	50% Phase 1B, 50% Phase 1C	100% Developer	Create 30'-50' Buffer along State Street
System Improvements	6	100% Developer	Install Connector Trail Along Tracks (Sidewalk Widening)
Culinary Water	3	100% Developer	8-inch water line Wood property connector road
Culinary Water	50% Phase 1C, 50% Phase 1B	36% Developer - 64% City*	10-inch water line, State Street, 1150 South to 1000 East
Culinary Water	3	100% City	10-inch water line, State Street, 1000 East to 1450 South
Culinary Water	3	100% City	16-inch water line, State Street and Chelemes Connector Road
Culinary Water	50% Phase 1D, 40% Phase 6, 10% Phase 2B	35% Developer - 65% City	16-inch water line south side of TOD Site, 1000 East to Railroad
Culinary Water	2A	50% Developer - 50% City	8-inch water line east of R/R, Depot Street to SR-193
Sanitary Sewer	3	100% City	10-inch sewer line Chelemes Connector Road
Sanitary Sewer	1A and/or 1B	100% Developer	Sewer Pump Station
Sanitary Sewer	2A	100% City	8-inch sewer line east of R/R, Depot Street to SR-193
Storm Drain	2A	100% City	24-inch storm drain line east of R/R 700 South to TOD Site on Depot St.
Storm Drain	50% Phase 1B, 50% Phase 1C	100% Developer	15-inch and 36-inch storm drain line, State Street, between TOD Property Corners
Storm Drain	20% Phase 1, 80% Phase 3	100% City	15-inch and 36-inch storm drain line, State Street, 1100 South to south Madec property excluding project along TOD property frontage
Storm Drain	30% Phase 3, 30% Phase 5, 40% Phase 6	100% Developer	Surface detention ponds

* City will contribute up to \$100,000 for project Culinary Water project

PRINT DATE:
APRIL 20, 2015



CLEARFIELD STATION T.O.D.
1000 EAST STATE STREET,
CLEARFIELD, UT
WATER METER SIZE MAP

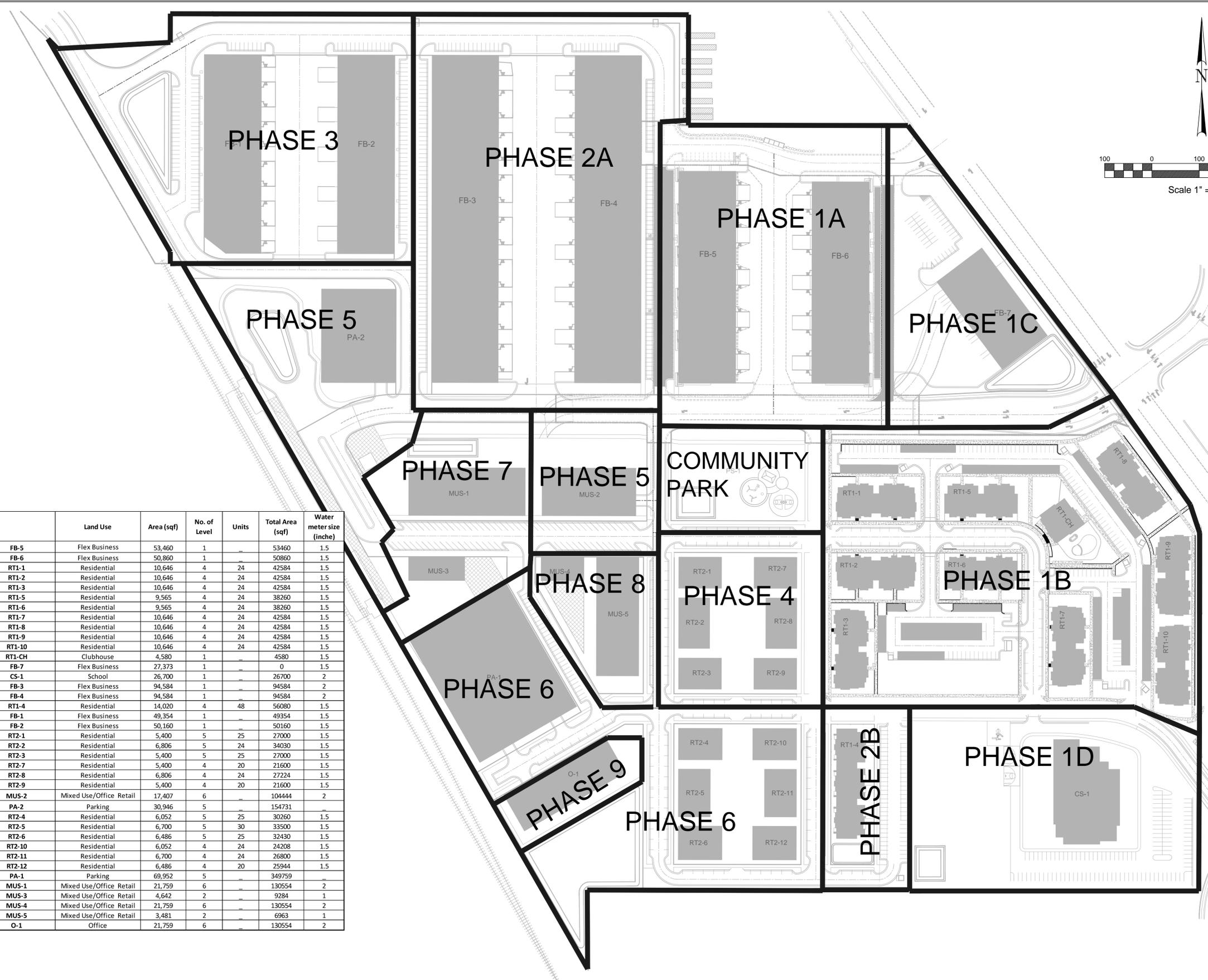
231 West 800 South Suite A Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying
PH: 801 . 487 . 8040 FX: 801 . 487 . 8668

CLIENT: CLEARFIELD TOD INVEST
DWG: **Fee Analysis**
JOB No: 2420-CT1001-13
DATE: 04/20/2015

DRAWN BY: FMH
DESIGNED BY: AIS
CHECKED BY: SNT
DATE: 04/20/2015

NO.	DATE	DESCRIPTION

SHEET
IF-01



Phase	Building No.	Land Use	Area (sqf)	No. of Level	Units	Total Area (sqf)	Water meter size (inches)	
Phase 1	Phase 1A	FB-5	53,460	1	-	53460	1.5	
		FB-6	50,860	1	-	50860	1.5	
	Phase 1B	RT1-1	Residential	10,646	4	24	42584	1.5
		RT1-2	Residential	10,646	4	24	42584	1.5
		RT1-3	Residential	10,646	4	24	42584	1.5
		RT1-4	Residential	10,646	4	24	42584	1.5
		RT1-5	Residential	9,565	4	24	38260	1.5
		RT1-6	Residential	9,565	4	24	38260	1.5
		RT1-7	Residential	10,646	4	24	42584	1.5
		RT1-8	Residential	10,646	4	24	42584	1.5
Phase 1C	RT1-9	Residential	10,646	4	24	42584	1.5	
	RT1-10	Residential	10,646	4	24	42584	1.5	
	RT1-CH	Clubhouse	4,580	1	-	4580	1.5	
Phase 2	Phase 2A	Flex Business	27,373	1	-	0	1.5	
	Phase 2B	School	26,700	1	-	26700	2	
Phase 3	FB-3	Flex Business	94,584	1	-	94584	2	
	FB-4	Flex Business	94,584	1	-	94584	2	
Phase 4	RT1-4	Residential	14,020	4	48	56080	1.5	
	FB-1	Flex Business	49,354	1	-	49354	1.5	
	FB-2	Flex Business	50,160	1	-	50160	1.5	
	RT2-1	Residential	5,400	5	25	27000	1.5	
Phase 5	RT2-2	Residential	6,806	5	24	34030	1.5	
	RT2-3	Residential	5,400	5	25	27000	1.5	
	RT2-7	Residential	5,400	4	20	21600	1.5	
	RT2-8	Residential	6,806	4	24	27224	1.5	
Phase 6	RT2-9	Residential	5,400	4	20	21600	1.5	
	MUS-2	Mixed Use/Office Retail	17,407	6	-	104444	2	
	PA-2	Parking	30,946	5	-	154731	-	
	RT2-4	Residential	6,052	5	25	30260	1.5	
Phase 7	RT2-5	Residential	6,700	5	30	33500	1.5	
	RT2-6	Residential	6,486	5	25	32430	1.5	
	RT2-10	Residential	6,052	4	24	24208	1.5	
	RT2-11	Residential	6,700	4	24	26800	1.5	
Phase 8	RT2-12	Residential	6,486	4	20	25944	1.5	
	PA-1	Parking	69,952	5	-	349759	-	
	MUS-1	Mixed Use/Office Retail	21,759	6	-	130554	2	
	MUS-3	Mixed Use/Office Retail	4,642	2	-	9284	1	
Phase 9	MUS-4	Mixed Use/Office Retail	21,759	6	-	130554	2	
	MUS-5	Mixed Use/Office Retail	3,481	2	-	6963	1	
Phase 9	O-1	Office	21,759	6	-	130554	2	

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SALT LAKE CITY, UT 84143
www.utah.gov

CLEARFIELD STATION T.O.D.
1000 EAST STATE STREET,
CLEARFIELD, UT
WATER IMPACT FEE

Clearfield City Water Impact Fee

Phase No.	Residential						Non-residential						Development Impact Fee (\$)		
	1"	Impact Fee (\$/per meter)	1.5"	Impact Fee (\$/per meter)	2"	Impact Fee (\$/per meter)	1"	Impact Fee (\$/per meter)	1.5"	Impact Fee (\$/per meter)	2"	Impact Fee (\$/per meter)	Residential	Non-Residential	Total
1A	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	2	\$19,112	0	\$30,579	\$0.00	\$38,224.00	\$38,224.00
1B	0	\$9,556	9	\$19,112	0	\$30,579	0	\$9,556	1	\$19,112	0	\$30,579	\$172,008.00	\$19,112.00	\$191,120.00
1C	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	1	\$19,112	0	\$30,579	\$0.00	\$19,112.00	\$19,112.00
1D	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	1	\$30,579	\$0.00	\$30,579.00	\$30,579.00
2A	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	2	\$30,579	\$0.00	\$61,158.00	\$61,158.00
2B	0	\$9,556	1	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	0	\$30,579	\$19,112.00	\$0.00	\$19,112.00
3	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	2	\$19,112	0	\$30,579	\$0.00	\$38,224.00	\$38,224.00
4	0	\$9,556	6	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	0	\$30,579	\$114,672.00	\$0.00	\$114,672.00
5	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	1	\$30,579	\$0.00	\$30,579.00	\$30,579.00
6	0	\$9,556	6	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	0	\$30,579	\$114,672.00	\$0.00	\$114,672.00
7	0	\$9,556	0	\$19,112	0	\$30,579	1	\$9,556	0	\$19,112	1	\$30,579	\$0.00	\$40,135.00	\$40,135.00
8	0	\$9,556	0	\$19,112	0	\$30,579	1	\$9,556	0	\$19,112	1	\$30,579	\$0.00	\$40,135.00	\$40,135.00
9	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	1	\$30,579	\$0.00	\$30,579.00	\$30,579.00
Total	0		22		0		2		6		7		\$420,464.00	\$347,837.00	\$768,301.00

Note: Actual water meter sizes and quantities will be based on final construction plans
 Note: Water meters have not been included for public parks and greenways

231 West 800 South Suite A Salt Lake City, Utah 84101
Ward Engineering Group
 Planning Engineering Surveying
 PH: 801 . 487 . 8040 FX: 801 . 487 . 8668

CLIENT: CLEARFIELD TOD INVEST
 DWG: Fee Analysis
 JOB No: 2420-CT1001-13
 FROM: REVISIONS AND NOTES TAKE PRECEDENCE

DRAWN BY: FMH
 DESIGN BY: AJS
 CHECKED BY: SNT
 DATE: 04/20/2015

NO.	DATE	BY	REVISIONS
1	12/02/2013	RM	

SHEET

IF-02



CLEARFIELD STATION T.O.D.
1000 EAST STATE STREET,
CLEARFIELD, UT
SEWER IMPACT FEE

Clearfield City Sewer Impact Fee

Phase No.	Residential						Non-residential						Development Impact Fee (\$)		
	1"	Impact Fee (\$/per meter)	1.5"	Impact Fee (\$/per meter)	2"	Impact Fee (\$/per meter)	1"	Impact Fee (\$/per meter)	1.5"	Impact Fee (\$/per meter)	2"	Impact Fee (\$/per meter)	Residential	Non-Residential	Total
1A	0	\$5,179	0	\$10,358	0	\$16,573	0	\$5,179	2	\$10,358	0	\$16,573	\$0.00	\$20,716.00	\$20,716.00
1B	0	\$5,179	9	\$10,358	0	\$16,573	0	\$5,179	1	\$10,358	0	\$16,573	\$93,222.00	\$10,358.00	\$103,580.00
1C	0	\$5,179	0	\$10,358	0	\$16,573	0	\$5,179	1	\$10,358	0	\$16,573	\$0.00	\$10,358.00	\$10,358.00
1D	0	\$5,179	0	\$10,358	0	\$16,573	0	\$5,179	0	\$10,358	1	\$16,573	\$0.00	\$16,573.00	\$16,573.00
2A	0	\$5,179	0	\$10,358	0	\$16,573	0	\$5,179	0	\$10,358	2	\$16,573	\$0.00	\$33,146.00	\$33,146.00
2B	0	\$5,179	1	\$10,358	0	\$16,573	0	\$5,179	0	\$10,358	0	\$16,573	\$10,358.00	\$0.00	\$10,358.00
3	0	\$5,179	0	\$10,358	0	\$16,573	0	\$5,179	2	\$10,358	0	\$16,573	\$0.00	\$20,716.00	\$20,716.00
4	0	\$5,179	6	\$10,358	0	\$16,573	0	\$5,179	0	\$10,358	0	\$16,573	\$62,148.00	\$0.00	\$62,148.00
5	0	\$5,179	0	\$10,358	0	\$16,573	0	\$5,179	0	\$10,358	1	\$16,573	\$0.00	\$16,573.00	\$16,573.00
6	0	\$5,179	6	\$10,358	0	\$16,573	0	\$5,179	0	\$10,358	0	\$16,573	\$62,148.00	\$0.00	\$62,148.00
7	0	\$5,179	0	\$10,358	0	\$16,573	1	\$5,179	0	\$10,358	1	\$16,573	\$0.00	\$21,752.00	\$21,752.00
8	0	\$5,179	0	\$10,358	0	\$16,573	1	\$5,179	0	\$10,358	1	\$16,573	\$0.00	\$21,752.00	\$21,752.00
9	0	\$5,179	0	\$10,358	0	\$16,573	0	\$5,179	0	\$10,358	1	\$16,573	\$0.00	\$16,573.00	\$16,573.00
Total	0		22		0		2		6		7		\$227,876.00	\$188,517.00	\$416,393.00

Note: Actual water meter sizes and quantities will be based on final construction plans
 Note: Impact Fee for North Davis Sewer District to be calculated based upon plan submittal

231 West 800 South Suite A Salt Lake City, Utah 84101
Ward Engineering Group
 Planning Engineering Surveying
 PH: 801 . 487 . 8040 FX: 801 . 487 . 8668

CLIENT: CLEARFIELD TOD INVEST
 DWG: Fee Analysis
 JOB No: 2420-CT1001-13
 FROM: REVISIONS AND NOTES TAKE PRECEDENCE

DRAWN BY: FMH
 DESIGN BY: AJS
 CHECKED BY: SNT
 DATE: 04/20/2015

REVISIONS

SHEET
IF-03



Clearfield City Park Impact Fee*			
Phase No.	Multiple Family (unit)	Impact Fee (\$/unit)	Development Impact Fee (\$)
			Residential
1A	0	\$1,441	\$0.00
1B	216	\$1,441	\$311,256.00
1C	0	\$1,441	\$0.00
1D	0	\$1,441	\$0.00
2A	0	\$1,441	\$0.00
2B	48	\$1,441	\$69,168.00
3	0	\$1,441	\$0.00
4	138	\$1,441	\$198,858.00
5	0	\$1,441	\$0.00
6	148	\$1,441	\$213,268.00
7	0	\$1,441	\$0.00
8	0	\$1,441	\$0.00
9	0	\$1,441	\$0.00
Total	550		\$792,550.00

*No Impact fee required for non-residential buildings

* Upon construction of the trail facilities, the City will reimburse, from impact fees collected, the value of trail improvements beyond the level of a basic 5-foot sidewalk as per the City's Public Works Standards and Specifications which may include the following items:

- Widening beyond 5 feet
- Earthwork
- Trees and Landscaping
- Lighting

CLEARFIELD STATION T.O.D.
1000 EAST STATE STREET,
CLEARFIELD, UT
PARK IMPACT FEE

231 West 800 South, Suite A Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying
PH: 801 . 487 . 8040 FX: 801 . 487 . 8668

CLIENT: CLEARFIELD TOD INVEST
DWG: Fee Analysis
JOB No: 2420-CT1001-13
DO NOT SCALE THIS DRAWING. DIMENSIONS AND NOTES TAKE PRECEDENCE.

DRAWN BY: FWJ
DESIGN BY: AJS
CHECKED BY: SNT
DATE: 04/20/2015

REVISIONS

SHEET
IF-05



CLEARFIELD CITY ORDINANCE 2015-08

AN ORDINANCE AMENDING THE MASTER DEVELOPMENT PLAN FOR THE CLEARFIELD STATION PROJECT

PREAMBLE: After making a finding that the modifications set forth in this amendment to the Clearfield Station Master Development Plan for the Clearfield Station Project do not constitute a material change, this ordinance amends said Master Development Plan by modifying its phasing plan and clarifying the maximum amount of certain building materials allowed on the exterior façade of residential buildings as indicated herein.

WHEREAS, on March 11, 2014, the Clearfield City Council approved and adopted by ordinance the Master Development Plan (the “MDP”) for the Clearfield Station Project (the “Project”) located at 1250 South State Street in Clearfield; and

WHEREAS, in order to better facilitate public utilities for the Project, some minor modifications to the phasing plan of the MDP are necessary and have been formally requested by the Project’s developer; and

WHEREAS, it has also become apparent that some clarification may be required as to the intent of the MDP regarding the amount of stucco, EIFS, and/or other stucco-type products which will be allowed on the exterior façade of residential buildings in the Project; and

WHEREAS, pursuant to § 11-11F-9 of the City’s land use ordinance, modifications to an approved MDP which are not material in nature can be adopted by the City Council after review by and recommendation from the City’s Planning Commission, thereby amending the MDP; and

WHEREAS, on April 1, 2015, the Clearfield City Planning Commission reviewed the proposed modifications to the MDP set forth in MDP Amendment 1503-0005 and found that they did not constitute a material change to the MDP and recommended approval to the City Council; and

WHEREAS, the proposed modifications to the MDP do not change the total number of residential units in the Project; and

WHEREAS, the Project’s developer has represented its support, agreement with and willingness to be bound by the proposed changes to the MDP as set forth in the City Council Staff Report for MDP Amendment 1503-0005 (which is attached hereto as Exhibit “A”);

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

- 1) The proposed modifications to the MDP for the Clearfield Station Project, as set forth in the City Council Staff Report for MDP Amendment 1503-0005 (which is attached hereto as Exhibit “A” and by this reference is incorporated herein), do not constitute a “material change” to the MDP; and

- 2) The proposed modifications to the MDP as set forth in Exhibit “A” attached hereto are hereby approved, adopted and the MDP is accordingly amended.

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

Dated this 28th day of April, 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:

EXHIBIT “A”



City Council

STAFF REPORT

TO: Mayor Shepherd, City Council, and Executive Staff

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

MEETING DATE: April 28, 2015

SUBJECT: Public Hearing, Discussion and Possible Action on **MDP AMENDMENT 1503-0005**: A request by Michael Christensen, on behalf of Thackeray Company, to amend the Master Development Plan Phasing Plan for a Mixed-Use Development on approximately 70 acres located at 1250 S. State Street (TIN: 12-066-0071, 12-067-0139).

RECOMMENDATIONS

Move to find that the proposed phasing plan modifications to the Clearfield Station MDP as set forth in MDP Amendment 1503-0005 does not constitute a material change to the MDP, and to **recommend Approval of the amendment** based upon the discussion and findings in the staff report.

PROJECT SUMMARY

Project Information	
Project Name	Clearfield Station
Site Location	1250 S. State (SWC of State Street and 1000 East)
Tax ID Number	12-066-0071, 12-067-0139
Applicant	Michael Christensen Thackeray Garn Company
Owner	Utah Transit Authority (UTA) Curtis Clayton, Representative
Proposed Actions	MDP Amendment – Phasing Plan Amendment
Current Zoning	MU (Mixed Use)
Land Use Classification	Mixed-Use
Gross Site Area	70 acres

ANALYSIS

Background

The transit oriented development, Clearfield Station, received approval of a Rezone to Mixed Use (MU), approval of a Master Development Plan (MDP), and execution of an approved Master Development Agreement (MDA) by the Clearfield City Council on March 11, 2014. Since that time, the developer has been working with the City to prepare submittal documents for individual phases approved and building permits issued.

Master Development Plan Amendment Request

The developer has requested a change to the phasing of the residential portion Phase 1B. The request is to add two additional buildings of residential in Phase 1B in order to simplify construction and complete a more substantial portion of the phase without leaving two buildings behind. Staff supports the amendment, and does not believe that this constitutes a material change to the MDP and MDA. The total number of units approved throughout the site remains the same; this amendment will simply streamline construction of Phase 1B, and allow the developer to complete that portion of the project at one single time. The amendment will require an amendment to the Master Development Agreement.

Master Development Agreement

The proposed amendment to the MDP changes the total number of residential units constructed in Phase 1B from 168 to 216, and as such would require an amendment. As indicated in section 2 of the MDA, "in the event of a conflict between this MDA and the MDP, the MDA shall be controlling". In the case of this request, the MDA lists the total number of acceptable residential units for Phase 1B and the amendment request deviates from the MDA requiring an amendment.

Planning Commission Recommendation

On April 1, 2015 the Clearfield City Planning Commission considered the amendment to the MDP. Staff presented language that needed be addressed regarding exterior building materials in MDP Section 5.4.1D Materials and Colors. The MDP limited the amount of EIFS to 30% of the total exterior, but there were no limitations on Stucco. It was determined by staff that EIFS and Stucco are nearly identical materials, and that both should be limited to 30% of the total exterior facades of the building. The Planning Commission recommended approval of the amendment to the MDP to increase the total residential units permitted in Phase 1B, and further recommended approval of the change to Section 5.4.1D Materials and Colors, which shall be amended to state: Stucco, EFIS, and other similar stucco-type products shall not exceed 30% of each building's total exterior façade.

Public Comment

No additional public comment has been received outside of the previous public hearings.

FINDINGS

Modifications or Amendments to an MDP

Clearfield Land Use Ordinance Section 11-11F-9 establishes the following findings the Planning Commission and City Council shall make to justify amendments to an approved MDP. The findings and staff's evaluation are outlined below:

Review Consideration		Staff Analysis
1)	Planning commission will make a recommendation to the city council on whether the proposed modifications are of a material change to the MDP. City council will make a final determination on whether the proposed modifications constitute a material change.	<i>The proposed changes do not represent a “material change” due to the fact that the change to the phasing plan does not alter the total number of residential units within the project and the changes regarding the exterior finishes on residential buildings are merely for clarification purposes.</i>
2)	Material Changes to an approved MDP will be required to go through the zoning amendment process as outlined in chapter 6 of this title and pay applicable application and review fees.	<i>Staff has determined that the proposed amendments to the phasing plan and language describing the exterior finishes on residential buildings are not Material Changes and therefore will not need to go through a zoning amendment process.</i>

CONDITIONS OF APPROVAL

1. Section 5.4.1D Materials and Colors shall be amended to state: Stucco, EFIS, and other similar stucco-type products shall not exceed 30% of each building’s total exterior façade.

ATTACHMENTS

1. Phasing Map – April 2014
2. Phasing Map – April 2015



PHASE 3

PHASE 2A

PHASE 1A

PHASE 1C

PHASE 5

PHASE 7

PHASE 5

COMMUNITY
PARK

PHASE 8

PHASE 4

PHASE 2B

PHASE 1B

PHASE 6

PHASE 9

PHASE 6

PHASE 2B

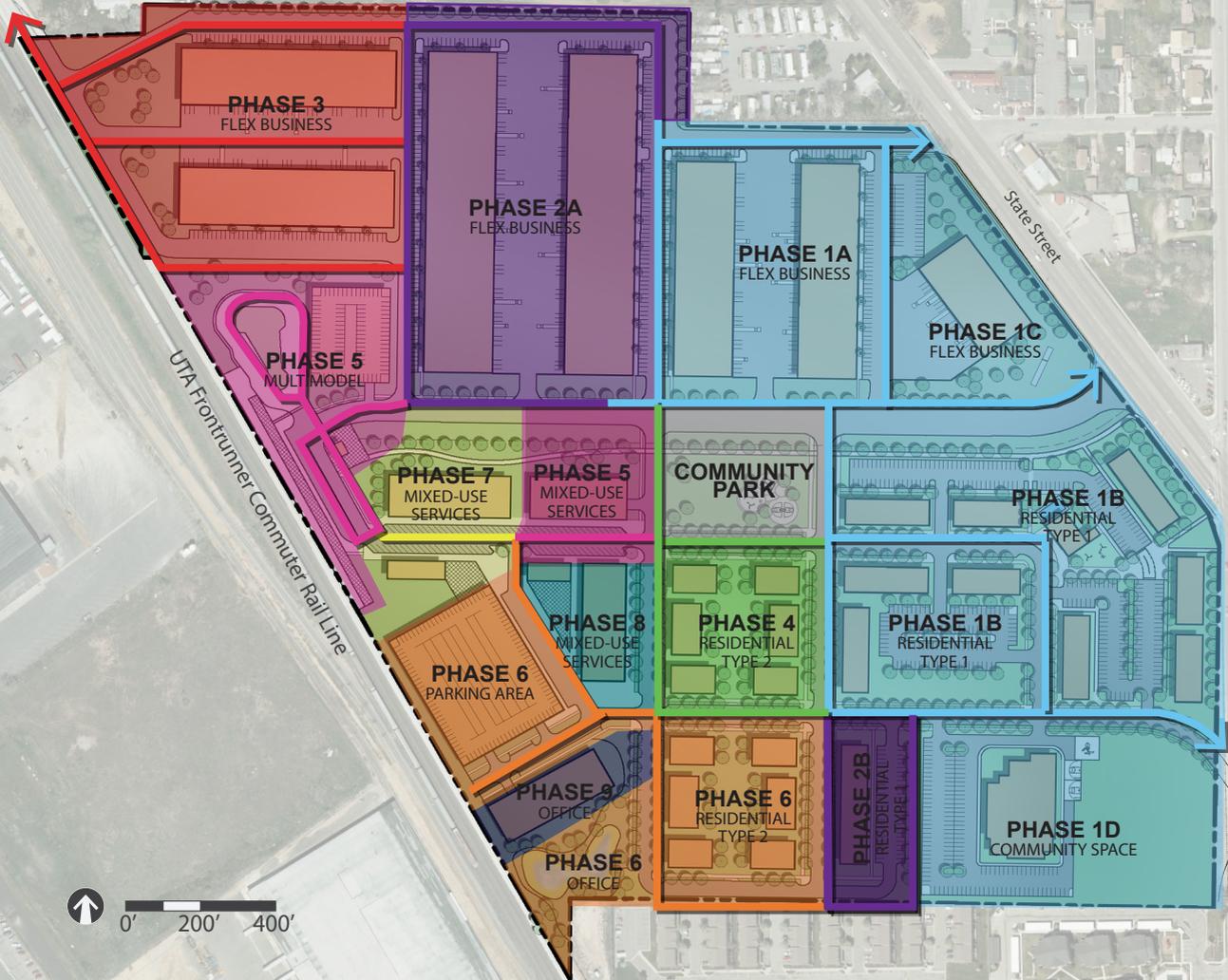
PHASE 1D

UTA Frontrunner Commuter Rail Line

State Street

1000 East





1000 East

Staff Report



To: Mayor Mark Shepherd and City Councilors
From: Rich Knapp, Administrative Services Director
Date: April 17, 2015
Re: Residential Solid Waste and Recyclable Collection

Rich Knapp

Recommended Action

Staff recommends the city award the bid to Waste Management, the lowest responsible and responsive bidder that scored highest on the proposal criteria.

Staff recommends the Mayor and City Council offer curbside recycling and use “Opt-out” as the method of implementation

Description / Background

The city has used Waste Management for garbage collection since July 2003. The most recent RFP took place in 2012. The city still has two one year renewals in the current contract. However, the city had interest in exploring the option of recycling.

The addition of recycling was enough change to warrant an RFP to give other haulers a chance to bid on both services combined. In addition, the RFP would give the city solid numbers to make a more informed decision on recycling. Lastly, the term of the contract was expanded from a two year with three one year renewals to a five year with a three year renewal. The hope was a longer commitment from the city would result in better pricing, which it did.

The city received three qualified bids—ACE, Republic, and Waste Management. The selection committee rated the proposals according to a set criteria, and selected Waste Management to be awarded the contract for solid waste and recyclable collection. The scoring summary is attached.

Recycling Options

The RFP requested pricing for mandatory, opt-in, opt-out 75% or greater, opt-out 50% or greater. The more people that use recycling the cheaper the cost is for everyone. Therefore, mandatory is the cheapest option, opt-in the most expensive.

The opt-in option requires the resident to request recycling. The opt-out option gives the resident a period of time to contact the city and request to **not** have recycling. If the resident does not opt-out, then a recycle can will be delivered and the fee is added to their bill. The resident can opt-out at any time after the initial start-up, but would still be charged for the period they did have the service. If 75% or greater of the city does not opt-out, the rate is cheaper. If less than 75% but more than 50% recycle, then the rate is more expensive for everyone.

Mandatory:	\$3.00
Opt-out >75%:	\$3.40
Opt-out <75%:	\$3.75
Opt-in:	\$5.50

Several cities in Utah have mandatory recycling including, West Point (started opt-out, new residents mandatory), and Bountiful (they have their own landfill).

One incentive to recycle is that it may divert enough trash to get rid of the second garbage can. About 35% of the 5,850 homes billed for garbage in Clearfield have a second can. The city charges \$7 for the second can, but we need to raise it to \$7.43 to cover cost. Smaller households probably would not benefit from added capacity. The average number of people per household is slightly lower in Clearfield at 3.05, compared to 3.25 in Davis County, and 3.12 in the State of Utah.

One argument to not recycle is the landfill, Wasatch Integrated, burns the trash and converts it to energy for HAFB offsetting the use of natural gas. However, a large portion is not burned and goes straight to the landfill.

Also, the district offers a recycling drop-off center for free.

Lastly, if the city decides to offer recycling, we must decide to charge cost, or round up for an administrative fee and buffer in case the take rate is low.

Garbage

There is a new and beneficial change with the Waste Management proposal. In the current contract, if the price of diesel increases to a certain cost per gallon we are charged more per can. This extra cost has not been triggered to date. The new proposal is the same, however, if diesel drops to a certain price the city will pay less per can. These calculations and adjustments are done yearly to avoid monthly price changes.

A proposal from Waste Management would also revert our first can pricing back to just below FY13 levels.

Alternatives

- Bring garbage collection in house
- Do not offer curbside recycling

Schedule / Time Constraints

The current garbage collection expires June 30, 2015.

Residential Solid Waste and Recyclable Collection

Vendor	Current Registration	Firms Experience	Attachment C	Equipment Listing	History w/ bio's	Facility Location	5 References	Safety plan	Driver Program	\$100,000 Insurance	Performance Bond	Operation Plan	Customer Plan	Qualified	
Ace	x	x	x	x	x	x	x	x	x	x	a 1/2 w 5 ag	x	x	x	x
Republic	x	x	x	x	x	x	x	x	x	x	/5 w 5 auto no ag	x	x	x	x
Waste Mgmt	x	x	x	x	x	x	x	x	x	x	/6 w 1 auto 15 ag	x	x	x	x

Solid Waste & Recyclable Services

Offeror	5 year Low Price Proposal	Offeror's 5 Year Pricing	Cost / Fees	Capacity Facilities	Customer Service	Operation Plan	Safety Plan	References	Added Value	TOTAL
	1,823,493		30	30	15	10	5	5	5	100
Ace	\$ 2,020,710		26.8	28.7	14.0	9.0	5.0	5.0	4.3	93
Republic	\$ 2,514,906		18.6	27.0	13.0	7.7	4.3	5.0	3.7	79
Waste Mgmt	\$ 1,823,493		30.0	29.7	14.7	10.0	5.0	5.0	5.0	99

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:00 P.M. POLICY SESSION
April 14, 2015

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

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

VISITORS: David Paice – Paice Tax and Accounting, Robert Bercher, Craig Winder – Ironwood Development, Kathryn Murray, Roger Keally

Chair Young called the meeting to order at 7:45 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE JANUARY 13, 2015 WORK AND POLICY SESSIONS AND THE MARCH 24, 2015 WORK SESSION

Director Bush moved to approve the Clearfield Community Development and Renewal Agency (CDRA) minutes from the January 13, 2015 work and policy sessions and the March 24, 2015 work session as written, seconded by Director Shepherd. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, LeBaron and Shepherd. Voting NO – None. Director Jones was not present for the vote.

APPROVAL OF THE FACADE IMPROVEMENT GRANT APPLICATIONS

JJ Allen, Assistant City Manager explained the Downtown Clearfield Facade and Site Improvement Program was designed to improve the overall appearance of Clearfield's North

Main Street corridor by providing an incentive for business owners to make investments that improve the visual appearance and condition of their properties. For the selected applicants, the program provided 50/50 matching grants funds up to \$25,000 per property for qualifying facade and/or site improvement projects.

Mr. Allen reported staff had received two applications: 1) 310 North Main, Omar Mansour, currently the Texaco gas station, and, 2) 172 North Main, Radon Be Gone. He stated the 310 North Main project was a major renovation which included demolition of the transmission shop building and the existing convenience store and construction of a new convenience store/restaurant. He mentioned the grant funds would only be a small portion of the improvement costs. The 172 North Main project, Radon Be Gone, would be for improvements along the frontage, landscaping and storm water detention. He added that particular project was a much smaller request of approximately \$6,100. He reported staff recommended approval of both grant requests.

Councilmember Bush inquired since the grant funds would be post performance what would happen in the event that the funds could possibly be higher at the time of completion. He proposed allowing verbiage, “up to half of the costs up to \$25,000”. He believed that would ensure Mr. Seidel, Radon Be Gone, would be reimbursed half of his expenses for the improvements.

Brian Brower, City Attorney, responded the grant request was very specific and expressed concern the Board would not want to authorize additional projects. He suggested the Board approve the grant application for the requested grant funds and if the cost were higher upon completion, the applicant could then come back and request additional funds.

Director Shepherd responded given the scope of Mr. Seidel’s project he wasn’t comfortable authorizing additional funds in order to prevent possible expansion of the project. Director Bush commented he didn’t want to shortchange Mr. Seidel’s project. Director LeBaron expressed concern precedence could be set regarding potential future grant requests. Chair Young commented the Board wouldn’t want to encourage future applicants to request a low amount of grant funds in order receive the grant then change the scope or cost later in the process of completing the improvements.

Director Shepherd moved to approve Facade Improvement Grants to Omar Mansour, property owner at 310 North Main, (\$25,000) and John Seidel, property owner at 172 North Main (\$6,127.48) contingent upon site plan approval and execution of grant agreements and authorize the Chair’s signature to any necessary documents, seconded by Director LeBaron. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, LeBaron and Shepherd. Voting NO – None. Director Jones was not present for the vote.

There being no further business to come before the Community Development and Renewal Agency, **Director LeBaron moved to adjourn as the Community Development and Renewal Agency and reconvene in a work session as the City Council at 7:54 p.m., seconded by Director Bush. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, LeBaron and Shepherd. Voting NO – None.** Director Jones was not present for the vote.

DRAFT

Staff Report



To: CDRA Board of Directors
From: JJ Allen, Assistant City Manager
Date: April 23, 2015
Re: Clearfield Station TIF Participation Agreement

I. RECOMMENDED ACTION

Approve Resolution 2015R-02 approving the Participation Agreement with Clearfield Station, LLC, and authorize the Chair's signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

The Clearfield Station Community Development Area (CDA) was created for the primary purpose of capturing tax increment to help pay for the cost of public infrastructure connected with the development of the UTA property. This Participation Agreement sets forth the provisions under which the Agency (the Clearfield CDRA) would reimburse the Developer (Clearfield Station, LLC) for those costs.

A Participation Agreement was previously approved by the CDRA on May 27, 2014. However, that version of the Agreement has not been executed by any of the parties and is now considered obsolete, since revisions to the phasing of the project have made it necessary to revise the Participation Agreement. The current version of the Participation Agreement incorporates the same phasing and timing changes reflected in the updated Master Development Agreement, to be considered by the Clearfield City Council on April 28.

The remainder of this staff report—except for Section IV (Schedule and Time Constraints)—is a recap of the project background, details of the Participation Agreement, and analysis that has not changed from last year's staff report:

The budget and interlocal agreements for the Clearfield Station CDA call for 75% of the tax increment generated within the project area to be captured, with the remaining 25% flowing through to the taxing entities. Of the amount the CDRA receives, 5% will be withheld for administration of the project area. The other 95% is available for investment in the project area.

After the reductions for “flow through” and administration, via this Participation Agreement the Developer would receive all of the remaining tax increment that is generated by development of the UTA site. Tax increment that is generated on other properties within the CDA will not be available to the Developer under this agreement.

Payment to the Developer by the Agency will be done on a post-performance (reimbursement) basis. Once improvements are completed, the Developer can submit an invoice for reimbursement. The Agency will then reimburse the Developer from the tax increment distributions that it receives each spring from Davis County.

This process will require a running ledger of tax increment distributions received and payments/accounts payable to the Developer. Because the Developer is not entitled to tax increment beyond their actual costs for the improvements (nor beyond the limit for each phase, as set forth in Exhibit C to the MDA), it is possible that at times during the term of the agreement the CDRA will carry a positive cash balance until the Developer submits the next invoice. On the other hand, it is very likely that during the term of the agreement the Developer will have to wait several years to receive full reimbursement of submitted invoices, since the distribution of tax increment occurs only annually.

The maximum reimbursement to the Developer, over the maximum 35-year life of the CDA, is set at \$28,441,936.00.

III. IMPACT

a. Fiscal

Once the first tranche is triggered, the CDRA will need to begin annually budgeting for the revenues and expenditures associated with the Clearfield Station CDA. Payment of this tax increment subsidy will be the primary expenditure of this project area.

b. Operations / Service Delivery

This Participation Agreement will result in some administrative burden, but the CDRA will be compensated through the 5% withholding.

IV. ALTERNATIVES

The Master Development Agreement (MDA) is contingent upon a TIF Participation Agreement being approved. In other words, without a TIF Participation Agreement, there will be no Clearfield Station development.

V. SCHEDULE / TIME CONSTRAINTS

The Developer is planning to begin construction on the first flex buildings this summer (2015), with construction of the apartments beginning late this year.

VI. LIST OF ATTACHMENTS

- Resolution 2015R-02
- Participation Agreement

CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

RESOLUTION 2015R-02

A RESOLUTION APPROVING THE PARTICIPATION AGREEMENT WITH CLEARFIELD STATION, LLC, PROVIDING FOR THE USE OF TAX INCREMENT FINANCING FOR THE REIMBURSEMENT OF CONSTRUCTION COSTS FOR CERTAIN PROJECT INFRASTRUCTURE IMPROVEMENTS

WHEREAS, Clearfield City Corporation has created the Clearfield Community Development and Renewal Agency (the “Agency”) pursuant to the provisions of, and the Agency continues to operate under, Title 17C of the Utah Code, as amended, known as the Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act (the “Act”), for the purposes of conducting urban renewal, economic development, and community development activities within the City, as contemplated by the Act; and

WHEREAS, the Agency has prepared, and the City Council has approved (pursuant to City Ordinance No. 2013-12 dated October 22, 2013), the Clearfield Station Community Development Project Area Plan providing for the use of tax increment financing to promote the development of real property located within the Clearfield Station Project Area (the “Project Area”) and the future uses of such land; and

WHEREAS, Clearfield Station, LLC, (the “Developer”) is developing an approximately 70-acre portion of real property located within the Project Area that is now or will be owned by the Developer; and

WHEREAS, the Developer and the City have entered into the Master Development Agreement (MDA) for the Clearfield Station Project (the “Project”), pursuant to which the Developer has agreed to develop the Project in accordance with the terms and conditions set forth in the MDA; and

WHEREAS, the Agency believes that the development of the Project as provided in the MDA is vital and in the Agency’s best interests; is in the best interest of the health, safety and welfare of City’s residents; and is in accord with the public purposes and provisions of the applicable State laws and requirements under which the Project Area and its development is undertaken and assisted by Agency; and

WHEREAS, the Agency approved Resolution 2014R-09 on May 27, 2014, authorizing the Participation Agreement with Clearfield Station, LLC, providing for the use of tax increment financing for the reimbursement of construction costs for project infrastructure improvements, which agreement was never executed by either party; and

WHEREAS, the Agency and the Developer find it necessary and prudent to revise the Participation Agreement with Clearfield Station, LLC, making the previous version no longer in effect;

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

That the revised Participation Agreement with Clearfield Station, LLC, providing for the use of tax increment financing for the reimbursement of construction costs for certain project infrastructure improvements associated with the development of the Clearfield Station Project, as attached hereto as Exhibit "A", is hereby approved by the Board and the Chair is hereby authorized to execute said document on behalf of the Agency at the appropriate time.

This resolution takes effect upon adoption.

Approved and adopted on April 28, 2015.

ATTEST

CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY

Nancy R. Dean, Secretary

Bruce Young, Chair

VOTE OF THE BOARD

AYE:

NAY:

PARTICIPATION AGREEMENT

CLEARFIELD STATION COMMUNITY DEVELOPMENT PROJECT AREA
CLEARFIELD, UTAH

THIS PARTICIPATION AGREEMENT (this “**Agreement**”) is entered into effective the _____ day of _____, 20~~14~~**15** by and between the **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community development and renewal agency and political subdivision of the State of Utah (“**Agency**”), and **CLEARFIELD STATION, LLC**, a Utah limited liability company (“**Developer**”). Agency and Developer are sometimes singly referred to in this Agreement as a “**Party**”, or collectively as the “**Parties**.”

RECITALS:

A. In furtherance of the objectives of the “Limited Purpose Local Government Entities--Community Development and Renewal Agencies Act,” UTAH CODE ANN. Title 17C, Chapters 1 through 4 (including any future amendments or successors, the “**Act**”), Agency has undertaken a program for the development of a certain geographic area known as the “Clearfield Station Community Development Project Area” located in Clearfield, Davis County, Utah (the “**Project Area**”), comprising approximately 142 acres.

B. Agency has prepared, and the city council (the “**Council**”) of the city of Clearfield (“**City**”) has approved (pursuant to its Ordinance No. 2013-12 dated October 22, 2013, the Clearfield Station Community Development Project Area Plan as hereinafter described (the “**Plan**”) providing for the use of tax increment financing to promote the development of real property located within the Project Area and the future uses of such land, which Plan has been filed with both City and Agency.

C. Agency heretofore has entered into several interlocal agreements with taxing entities to fund the Plan with tax increment financing as hereinafter described (the “**Interlocal Agreements**”), which Interlocal Agreements are described and identified in Exhibit “A” attached hereto and incorporated herein.

D. The subject site consists of an approximately 70-acre portion (the “**Site**”) of real property located within the Project Area that is or will be owned by Developer, which Site is more particularly described in Exhibit “B” attached hereto and incorporated herein.

E. Developer and City have entered into that certain Master Development Agreement for the Clearfield Station Project dated _____, 20~~14~~**15** (“**MDA**”), pursuant to which Developer has agreed to develop the Site in accordance with the terms and conditions set forth in the MDA.

F. Agency believes that the development of the Site as provided in the MDA and this Agreement is vital and in Agency’s best interests; is in the best interest of the health, safety and welfare of City’s residents; and is in accord with the public purposes and provisions of the applicable State laws and requirements under which the Project Area and its development is undertaken and is being assisted by Agency.

G. Agency desires to enter into this Agreement to, *inter alia*, enable Agency to achieve the objectives of the Plan, and to encourage the development of Site by private enterprise for and in accordance with the uses specified in the MDA.

H. Developer desires to enter into this Agreement to induce Agency to assist Developer in the development of the Site on the terms and conditions specified in the MDA and this Agreement.

NOW, THEREFORE, for and in consideration of their mutual promises and for other good and valuable consideration, the receipt and legal adequacy of which is hereby acknowledged, the Parties covenant and agree as set forth herein.

ARTICLE 1- DEFINITIONS

The following capitalized terms have the meanings and content set forth in this Article 1, wherever used in this Agreement, and the Parties agree to the provisions set forth within the following definitions. **All capitalized terms not otherwise defined in this Agreement shall have the same meanings given them in the MDA.**

1.1 “**Agency**” means the Clearfield Community Development and Renewal Agency, a public body organized and existing under the Act, including any successor public agency designated by or pursuant to law.

1.2 “**Assessed Taxable Value**” for any Tax Increment Year means the assessed taxable value as equalized and shown on the records of the Davis County Assessor’s Office for that Tax Increment Year for the Site, or applicable portion thereof.

1.3 “**Available Tax Increment**” means the portion of the Tax Increment monies which Agency actually receives from the Site pursuant to the Interlocal Agreements and Sections 17C-4-201 through 203 of the Act, less, for each Tax Increment Year of the Tax Increment Subsidy Period, the first 5% of all the Tax Increment actually received by the Agency, which 5% of Tax Increment shall be received and retained by Agency for administrative purposes. The base tax year (as that term is defined or used in the Act and the Interlocal Agreements and applied to the Plan) is calendar year 2013.

1.4 “**Certificate of Occupancy**” means, with respect to a building, a permanent certificate of occupancy for the building that is issued by City.

1.5 “**City**” means Clearfield City Corporation, Davis County, Utah, a Utah Municipal Corporation and political subdivision of the State of Utah.

1.6 “**County**” means Davis County, Utah.

1.7 “**Developer**” means Clearfield Station, LLC, a Utah limited liability company.

1.8 “**Interlocal Agreements**” means the interlocal agreements between Agency and each of Davis County, Davis County Library, Davis School District, the City, Weber Basin Water Conservancy District, North Davis Sewer District, North Davis Fire District, and Mosquito Abatement District - Davis, (the “Taxing Entities”) as described and identified in Exhibit “A”.

1.9 “**Maximum Subsidy**” means the amount of \$28,441,936.00, which is the maximum total amount of Tax Increment Subsidy that may be paid to Developer by Agency pursuant to this Agreement.

1.10 “**Parcel**” means a portion of the Site comprising one lot as created by a legal and lawfully recorded subdivision plat.

1.11 “**Plan**” means the community development plan entitled the “Clearfield Station Community Development Project Area Plan,” adopted by the City Council pursuant to its Ordinance No. 2013-12 dated October 22, 2013.

1.12 “**Project Area**” means the Clearfield Station Community Development Project Area, as more fully described in the Plan.

1.13 “**Site**” means that certain real property, comprising an approximately seventy (70) acre portion of the Project Area, as more particularly described in Exhibit “B” attached hereto and incorporated herein.

1.14 “**Tax Increment**” means, pursuant to UTAH CODE ANN. 17C-1-102(47), the difference between: (a) the amount of property tax revenues generated each tax year by all Taxing Entities from the Site, or applicable portion thereof, using the current assessed value; and (b) the amount of property tax revenues that would be generated from that same area using the base year taxable value. Tax Increment does not include taxes levied and collected under UTAH CODE ANN. 59-2-1602.

1.15 “**Tax Increment Subsidy Period**” means the 35-year period commencing with the first Tax Increment Year for which the Agency receives Tax Increment from the first Tranche. Pursuant to the Interlocal Agreements, the first year for collection of Tax Increment shall be determined by the Agency, but shall be no later than 2017.

Comment [JA1]: All of the interlocal agreements specify a deadline of 2017 to trigger the first tranche.

1.16 “**Tax Increment Subsidy**” means the portion of the Available Tax Increment actually received by Agency that is required by specific terms of this Agreement to be paid to Developer by Agency, as reimbursement of costs incurred by Developer for Project Infrastructure improvements, if Developer is eligible to receive such payments pursuant to this Agreement; provided, however, that the following monies shall not be considered part of the Tax Increment Subsidy under any circumstances: (a) for each Tax Increment Year of the Tax Increment Subsidy Period, the first 5% of all the Tax Increment received by the Agency, which 5% of Tax Increment shall be received and retained by the Agency for administrative purposes; (b) any tax increment monies which the Agency receives at any time attributable to property other than the Site, or from other project areas which the Agency and the City have previously established, or which they may hereafter establish; (c) the property taxes paid with respect to a Tranche prior to or after the applicable twenty year period for such Tranche; and (d) any portion of the Tax Increment monies that Agency is required to refund, rebate or pay over to any taxing entity or third party pursuant to any of the Interlocal Agreements. The Tax Increment monies described in the above Subparagraphs (a) – (d), inclusive, of this Section 1.16 are reserved by the Agency for uses and purposes other than payment to Developer. Among other limitations, Tax Increment Subsidy shall be paid to Developer only to the extent that Developer actually completes Project Infrastructure improvements at its cost as provided in this Agreement, and the total amount of Tax Increment Subsidy payable to Developer shall not exceed Developer’s actual out-of-pocket cost of constructing those completed Project Infrastructure improvements.

1.17 “**Tax Increment Year**” means a calendar year beginning January 1 (the “tax lien date” when real property is deemed to be assessed for purposes of taxation by the Office of the Davis County Assessor pursuant to law) and ending December 31 of the same calendar year.

1.18 “**Tranche**” means one or more Parcels, as selected by mutual agreement of the Parties in consideration of development status and market conditions, with respect to which Agency will receive Tax Increment monies for a period of not more than twenty (20) years pursuant to the Interlocal Agreements. Parcels will be triggered to contribute Tax Increment in up to three (3) Tranches within the Tax Increment Subsidy Period. No Parcel may be included in more than one Tranche and no Parcel will contribute Tax Increment for more than a twenty year period of time. The Parties, upon mutual agreement, shall determine when each Tranche is triggered to contribute Tax Increment; however in no event shall the first Tranche be triggered after March 1, 2017.

Comment [JA2]: Same comment as above.

ARTICLE 2- CONDITIONS PRECEDENT TO THE PAYMENT OF ANY TAX INCREMENT SUBSIDY BY THE AGENCY TO THE DEVELOPER

2.1 **Conditions Precedent.** The following are express conditions precedent to Agency’s obligation to pay, and Developer’s eligibility to receive, any Tax Increment Subsidy for each year of the Tax Increment Subsidy Period as more fully described in Article 4:

(a) **Acquisition of the Site.** Developer must have acquired ownership of the Site, or applicable portion thereof.

(b) **Completion of the Improvements.** Developer shall have timely completed to the satisfaction of Agency and City the design, construction and installation of the improvements, or applicable portion thereof, required in Section 3.1 of this Agreement, all of which shall be completed in accordance with the terms of the MDA. Among other requirements in this Agreement, Developer shall be entitled to payment of the Tax Increment Subsidy only to reimburse Developer’s construction costs for Project Infrastructure improvements, and only to the extent that Developer actually completes construction of such Project Infrastructure improvements.

2.2 **Tax Increment Subsidy Period.** Subject to the satisfaction of the conditions precedent described in Section 2.1, and subject to Developer’s compliance with all its other obligations under this Agreement, Developer shall only be eligible for the Tax Increment Subsidy during the Tax Increment Subsidy Period.

ARTICLE 3–CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS; PAYMENT OF TAXES; PERMITS

3.1 **Construction and Installation of Improvements.**

(a) **Phase 1A.** Developer shall construct the following improvements to the Site as Phase 1A of the Project, consisting of: (i) not less than two buildings of Flex Business Space containing a total of approximately 105,000 square feet, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” to the MDA as Phase 1A improvements. Phase 1A will begin construction no later than 2014~~15~~ and will be completed by 31 December 2017~~18~~.

(b) Phase 1B. Developer shall construct the following improvements as Phase 1B of the Project, consisting of (i) not more than ~~468~~~~216~~ Residential Dwelling Units (plus or minus 8%, or ~~13~~~~17~~ units, as set forth below) and the clubhouse, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” to the MDA as Phase 1B improvements. Phase 1B shall begin construction no later than 20~~14~~~~15~~, and shall be completed by December 31, 2018.

(c) Phase 1C. Developer shall construct the following improvements as Phase 1C of the Project, consisting of (i) Flex Business Space containing approximately 27,000 square feet, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” to the MDA as Phase 1C improvements. Phase 1C shall begin construction as soon as justified by market conditions.

(d) Phase 1D. Developer shall construct the following improvements as Phase 1D of the Project, consisting of (i) a new school, community center or other similar civic/community use as set forth in 4.1D of the Clearfield Station Master Development Plan (“MDP”), and grounds occupying approximately five (5) acres, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” to the MDA as Phase 1D improvements. Phase 1D shall begin construction as soon as justified by market conditions.

(e) Phase 2. Developer shall construct the following improvements as Phase 2 of the Project, consisting of (i) not less than two Flex Business Space buildings containing a total of approximately 187,000 square feet (“Phase 2A”); (ii) ~~three~~~~one~~ Residential Buildings containing a total of not more than ~~96~~~~48~~ Residential Dwelling Units (plus or minus 8%, or ~~7~~~~3~~ units, as set forth below) (“Phase 2B”), and (iii) those certain items of Project Infrastructure specifically designated on Exhibit “C” to the MDA as Phase 2 improvements. Phase 2 shall begin construction as soon as justified by market conditions.

(f) Remaining Project Improvements. Implementation, development and construction of improvements in connection with all subsequent Phases of the Project, including the timing thereof and the particular types and uses of such improvements, shall be based on market conditions and site constraints as determined by Developer. However, the Parties acknowledge and agree that buildout of all remaining Phases (3 through 9), if they are built, shall be in sequential order as set forth in Section 6.1 of the MDP, unless the Parties agree in writing to amend the MDP and modify the Phasing plan therein.

As set forth in the MDA, Developer shall have the right to increase or decrease the square footage and unit quantities set forth in the preceding paragraphs 3.1(a) through (f) by not more than eight (8) percent in accordance with final designs and drawings with respect to such improvements; however any such adjustment within a Phase or Subarea shall not increase the Total Approved Residential Units (550) for the Project.

3.2 **Construction and Installation of the Improvements.** Developer shall timely design the improvements required by Section 3.1 above to the standards and requirements set forth in the MDA and shall submit said designs to City for approval. Developer shall timely complete the construction and installation of such improvements by the times set forth in Section 3.1 above and in accordance with the other requirements of this Agreement. Developer shall design, construct and install all of such improvements without expense to Agency or City, except

as otherwise provided in the MDA, and except for reimbursement for Project Infrastructure as provided for in this Agreement through the payment of the Tax Increment Subsidy.

3.3 **Payment of Taxes and Assessments.**

(a) In order to qualify for any Tax Increment Subsidy, Developer shall pay or cause to be paid the ad valorem taxes for the Site based on the Assessed Taxable Value during the Tax Increment Subsidy Period. The Parties acknowledge and agree that during any period in which the Site, or any portion thereof, continues to be owned by the Utah Transit Authority, the Site or such portion is exempt from property taxes and shall have an Assessed Taxable Value of \$0. Subject to Developer's or a current owner's right to protest or appeal as provided below, for each Tax Increment Year during the Tax Increment Subsidy Period, all ad valorem taxes and assessments levied or imposed on the Site shall be paid annually by Developer or current owner on or before the due date.

(b) Developer may protest or appeal the amount of Assessed Taxable Value and taxes levied against the Site or portion thereof by the County Assessor, State Tax Commission or any entity legally authorized to determine the ad valorem assessment against the same in the same manner as any other taxpayer.

3.4 **Issuance of Permits.** Developer shall be solely responsible for obtaining all necessary permits and approvals to construct and install improvements on the Site and shall make application for such permits and approvals directly to the City and other appropriate agencies and departments. Developer shall pay all required impact fees, permit fees and other fees related to the construction of the Project, subject to the MDA.

ARTICLE 4 -- AGENCY OBLIGATIONS AND UNDERTAKINGS

4.1 **Tax Increment Subsidy.**

(a) In consideration of Developer's promises and performance hereunder (including the timely construction and installation of improvements pursuant to Section 3.1 above), and subject to the conditions, terms and limitations set forth in this Agreement, the Agency shall pay to Developer, as reimbursement of costs incurred by Developer for Project Infrastructure improvements ("Qualifying Costs"), the Tax Increment Subsidy as provided in this Section 4.1. Developer shall deliver written notice of Qualifying Costs, together with copies of receipts, invoices, statements or other appropriate documentation of such Qualifying Costs, to Agency as soon as reasonably possible following completion of construction of improvements on each Parcel. Until the earlier of (i) payment of the Maximum Subsidy, or (ii) expiration of the Tax Increment Subsidy Period, Agency shall pay Tax Increment Subsidy to Developer in the amount of 100% of the Available Tax Increment, but in no event shall the amount of Tax Increment Subsidy paid to Developer exceed Developer's Qualifying Costs.

Payments of any Tax Increment Subsidy due to Developer shall be paid on or before April 30th following each applicable Tax Increment Year. Agency anticipates receipt of such funds in the spring of each year from the ad valorem taxes paid by property owners which are due and paid by the prior November 30th.

(b) Agency makes no representation to Developer or to any other person or entity to any effect that:

(1) Agency is absolutely entitled to or will actually receive the contemplated Available Tax Increment from the Site; or

(2) The portion of the anticipated Available Tax Increment monies to be received by Agency from the Site for the Tax Increment Subsidy Period will be adequate to pay Developer the Maximum Subsidy or any particular amount that Developer expects to receive. Instead, Agency has not computed, nor can it compute, the exact amount of anticipated Available Tax Increment monies which may be available from the Site for the Tax Increment Subsidy Period. Agency has relied upon Developer's representations that Developer will construct and install improvements on the Site which will create sufficient Available Tax Increment monies to fulfill the anticipated benefits to Developer contemplated by this Agreement.

4.2 **Tax Increment Monies Are Sole Source of Agency's Funding.** The only source of monies available to Agency to pay its obligations pursuant to this Agreement (including the Tax Increment Subsidy) is the Tax Increment monies actually received by Agency from the ad valorem taxes arising from the Site and the improvements to be constructed and installed by Developer on the Site.

4.3 **Contingencies of Tax Increment Payments; Assumption of Risks By Developer.**

(a) Developer understands and agrees that, based upon the Act, Agency anticipates being the recipient of certain Tax Increment monies from the Site which are expected to be paid to Agency by Davis County, the collector of ad valorem taxes, conditioned upon several factors, one of which is Developer's completion of improvements upon the Site having a sufficient amount of assessed valuation to generate the contemplated Tax Increment monies. The Parties anticipate that the construction or installation of such improvements will cause the assessed value of the Site to increase to a point which is greater than the assessed value of the Site as contained in the 2013 "base year" established at the time of the adoption of the Interlocal Agreements. Developer further understands that the Available Tax Increment monies can become available to the Agency only if and when the improvements to be constructed and installed on the Site are completed and have a current year assessed value which is greater than the "base year" assessed valuation of the Site.

(b) Developer further understands and agrees that:

(1) Agency is not a taxing entity under state law;

(2) The Agency has no power to levy a property tax on real or personal property located within the Site;

(3) Agency has no power to set a mill levy or rate of tax levy on real or personal property;

(4) The Available Tax Increment monies shall become available to Agency only if and when the improvements to be constructed and installed on the Site are completed and have sufficient Assessed Taxable Value;

(5) Agency is only entitled to receive Tax Increment funds from the Site for the period established by law pursuant to the provisions of the Act and in accordance with the Interlocal Agreements.

ARTICLE 5- REMEDIES

5.1 Notice. If Developer or Agency is believed to be in default for failing to perform its respective obligations hereunder or to comply with the terms hereof, the party believing that a default has occurred shall provide written notice to the party that is believed to be in default.

5.2 Contents of the Notice of Default. The notice of default shall:

- (i) Claim of Default. Specify the claimed event of Default;
- (ii) Identification of Provisions. Identify with particularity the provision(s) of this Agreement that is claimed to be in Default;
- (iii) Specify Materiality. Identify why the default is claimed to be material; and
- (iv) Optional Proposed Cure. If elected by the party delivering the notice of default, in its discretion, the notice of default may propose a method and period of time for curing the default, which period of time shall be not more than sixty (60) days.

5.3 Meet and Confer. Upon the issuance of a notice of default the Parties shall engage in a "Meet and Confer" process, which means that the Parties and/or their representatives shall meet together in person (or by telephone if meeting in person is not reasonably possible in a timely manner) to discuss the claimed default and shall attempt, in good faith, to reach a mutually acceptable resolution.

5.4 Remedies. If the Parties are not able to resolve the default through the "Meet and Confer" process then the parties may pursue the following remedies:

- (i) Legal Remedies. Any and all remedies that are available at law or in equity.
- (ii) Withholding Tax Increment Subsidy Payments. The right to withhold those certain Tax Increment Subsidy payments, in the case of a default by Developer, which would provide reimbursement for those certain improvements with respect to which Developer is in default, until the default has been cured.

5.5 Public Meeting. Before any remedy in Section 5.4 may be imposed by the Agency the Developer shall be afforded the right to attend a public meeting (upon not less than ten days prior notice) before the Agency's Board and address the Board regarding the claimed default.

5.6 Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period shall be extended by the non-defaulting party so long as the defaulting party is pursuing a cure with reasonable diligence.

5.7 Cumulative Rights/Non-Waiver. The rights and remedies set forth herein shall be cumulative. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

5.8 **Force Majeure.** If a Party is prevented from complying with a duty hereunder due to causes occurring beyond its control and without its fault or negligence, including acts of God, acts of the public enemy or terrorists, wrongful acts of the other Party, fires, floods, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, wars, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; inability to obtain reasonable financing in the event of significant changes in the credit markets, acts of nature, governmental restrictions, regulations or controls, judicial orders, civil commotions, and unusually severe weather or delays of subcontractors due to such causes, or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, then the time for that Party to fulfill such duty shall be correspondingly extended; provided, however, that in order to obtain the benefit of this Section, the Party seeking such “force majeure” extension shall, within thirty (30) calendar days after becoming aware of any such delay, shall have notified the other Party in writing stating the cause(s) for the delay and the probable duration of the delay.

ARTICLE 6 – MISCELLANEOUS PROVISIONS

6.1 **Notices.** All notices provided for in this Agreement shall be in writing and shall be either personally delivered or given by first class mail, certified or registered, postage prepaid, addressed to the Parties at their respective addresses set forth below or at such other address(es) as may be designated by a Party from time to time in writing. Notices shall be deemed received upon such hand delivery or on the third business day after such mailing.

To Developer:

Clearfield Station, LLC
Attn: Mike Christensen
748 West Heritage Park Blvd., Ste. 203
Layton, UT 84041

With a copy to:

Dean Smith, Attorney
c/o The Thackeray Garn Company, LLC
1165 E. Wilmington Ave., Ste. 275
Salt Lake City, UT 84106

To the Agency:

Clearfield Community Development and Renewal Agency

Attn: JJ Allen, Assistant City Manager
55 S. State St.
Clearfield, UT 84015

With a copy to:

Clearfield City Recorder
Attn: Nancy Dean
55 S. State St.
Clearfield, UT 84015

Clearfield City Attorney
Attn: Brian E. Brower
55 S. State St., Suite 332
Clearfield, UT 84015

6.2 **Recitals.** The Recitals to this Agreement are incorporated herein and made a part of this Agreement.

6.3 **Headings.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

6.4 **Successors and Assigns.** This Agreement shall be binding upon Developer and its successors and assigns. Where the term “Developer” is used in this Agreement, it shall mean and include the successors and assigns of the original Developer hereunder.

6.5 **Attorneys Fees.** In the event of a default hereunder, the defaulting Party shall pay all attorneys’ fees and costs reasonably incurred by the other Party in enforcing this Agreement, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

6.6 **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. Any litigation arising from this agreement shall occur in the Second District Court of Davis County, Utah. This Agreement is the result of collaborative drafting by the parties to it, all of whom are sophisticated in business affairs and were represented by their own legal counsel. Consequently, this Agreement shall be interpreted in an absolutely neutral manner, with no regard to whether any party was the “drafter” of this Agreement.

6.7 **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

6.8 **Time.** Time is of the essence to this Agreement.

6.9 **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

6.10 **Severability**. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

6.11 **Amendment**. This Agreement may not be modified except by an instrument in writing signed by the Parties.

[Signature pages follow.]

IN WITNESS WHEREOF, this Agreement is entered into effective as of the date set forth above.

**CLEARFIELD COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY**

By _____
_____, Chairman

ATTEST:

_____, Secretary

Approved as to form:

_____, Agency Counsel

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

| On _____ 20~~14~~¹⁵, personally appeared before me _____
and _____, who duly acknowledged to me that they signed the foregoing
agreement as the Chairman and the Secretary, respectively, of the **Clearfield Community
Development and Renewal Agency**.

My Commission Expires:

Notary Public
Residing at:

EXHIBIT "A"
Interlocal Agreements

EXHIBIT "B"
Legal Description of Site