

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
August 25, 2015 – POLICY SESSION

Meetings of the City Council of Clearfield City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207 as amended. In such circumstances, contact will be established and maintained via electronic means and the meetings will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

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

6:30 P.M. WORK SESSION

Update on the Recycling Program
Discussion on a Rain Barrel Water Collection Program

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

7:00 P.M. POLICY SESSION

CALL TO ORDER: Mayor Shepherd
OPENING CEREMONY: Councilmember Jones
APPROVAL OF MINUTES: July 28, 2015 – Work Session

PUBLIC HEARING:

1. **PUBLIC HEARING TO RECEIVE COMMENT ON THE PROPOSED STREET VACATION OF PORTIONS OF DEPOT STREET LOCATED IN THE VICINITY OF 50 SOUTH DEPOT (TINs: 12-001-0193, 12-001-0196, 12-001-0197), 70 SOUTH DEPOT (TINs: 12-001-0130, 12-001-0175) AND 145 SOUTH DEPOT (TIN: 12-001-0176)**

BACKGROUND: The developer of the Sandridge Luxury Apartments Subdivision proposed reducing the right-of-way of Depot Street to 28 feet along the length of the project and around the access road that connects to State Street. The access road connecting Depot Street to State Street would continue to be ‘right-out’ only for turns from Depot Street to State Street.

RECOMMENDATION: Receive public comment and close the public hearing.

2. **PUBLIC HEARING TO RECEIVE COMMENT ON A PROPOSED GENERAL PLAN AMENDMENT AMENDING THE STREETS MASTER PLAN AND TRANSPORTATION MAP**

BACKGROUND: Recent applications for development in the area near 1000 West and 1700 South, Clearfield, have caused City staff to analyze the Master Streets Plan and Transportation Map for that area. The Master Streets Plan and Transportation Map reflect 750 West extending

farther north but the Rocky Mountain Power corridor passes diagonally through that location limiting future development potential. Staff recommended deleting the extension of 750 West from the Master Streets Plan and Transportation Map. The Planning Commission recommended maintaining the extension of 750 West to 1600 North but eliminating its designation any farther to the north to provide connectivity for the community. The City Council met in work session on August 18, 2015 to discuss the proposals and recommended creating the road extension at 900 West to a future connection to 1000 West at approximately 1475 South.

RECOMMENDATION: Receive public comment and close the public hearing.

SCHEDULED ITEMS:

3. CITIZEN COMMENTS

4. CONSIDERATION FOR ADOPTION OF RESOLUTION 2015R-22 OF THE CITY COUNCIL OF CLEARFIELD CITY, UTAH, AUTHORIZING THE ISSUANCE AND SALE OF ITS FEDERALLY TAXABLE/CONVERTIBLE TO TAX-EXEMPT SALES TAX REVENUE REFUNDING BONDS, SERIES 2015 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$9,950,000; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE POWER TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SALES TAX REVENUE REFUNDING BONDS, SERIES 2015 WITHIN CERTAIN PARAMETERS PREVIOUSLY ADOPTED BY A RESOLUTION OF THE CITY; AND RELATED MATTERS

BACKGROUND: The City is pursuing the refunding of its 2006 Sales Tax Revenue Bonds in an effort to recognize savings to the taxpayers. On June 23, 2015, the City Council authorized the parameters resolution calling for the publication of a Notice of Bonds to be issued and the initiation of a 30-day contest period. The contest period has closed and the City now intends to refinance a portion of its 2006 Sales Tax Revenue Bonds.

RECOMMENDATION: Approve the adoption of Resolution 2015R-22 of the City Council of Clearfield City, Utah, authorizing the issuance and sale of its Federally Taxable Convertible to Tax-Exempt Sales Tax Revenue Refunding Bonds, Series 2015 in an aggregate principal amount not to exceed \$9,950,000; delegating to certain officers of the City the power to approve the final terms and provisions of the Sales Tax Revenue Refunding Bonds, Series 2015 within certain parameters previously adopted by a Resolution of the City; and related matters; and authorize the Mayor's signature to any necessary documents.

5. CONSIDER APPROVAL OF ORDINANCE 2015-14 AUTHORIZING THE STREET VACATION OF PORTIONS OF DEPOT STREET LOCATED IN THE VICINITY OF 50 SOUTH DEPOT (TINs: 12-001-0193, 12-001-0196, 12-001-0197), 70 SOUTH DEPOT (TINs: 12-001-0130, 12-001-0175) AND 145 SOUTH DEPOT (TIN: 12-001-0176)

RECOMMENDATION: Approve Ordinance 2015-14 authorizing the street vacation of portions of Depot Street located in the vicinity of 50 South Depot (TINs: 12-001-0193, 12-001-0196, 12-001-0197), 70 South Depot (TINs: 12-001-0130, 12-001-0175) and 145 South Depot (TIN: 12-001-0176) and authorize the Mayor's signature to any necessary documents.

6. CONSIDER APPROVAL OF ORDINANCE 2015-15 APPROVING THE GENERAL PLAN AMENDMENT AMENDING THE STREETS MASTER PLAN AND TRANSPORTATION MAP

RECOMMENDATION: Approve Ordinance 2015-15 approving the General Plan Amendment amending the Streets Master Plan and Transportation Map and authorize the Mayor's signature to any necessary documents.

7. CONSIDER APPROVAL OF THE FINAL SUBDIVISION PLAT FOR WEST SQUARE LOCATED AT 850 SOUTH 490 EAST (TINs: 12-066-0089, 12-066-0090, 12-067-0023, 12-067-0019, 12-066-0120, and 12-066-0121)

BACKGROUND: The West Square Subdivision Plat consists of two lots, Depot Street road dedication and a remnant parcel to the south. The subdivision is the location of a multi-family residential project with one of the lots being reserved for future commercial development along 700 South and Depot Street. The developer has proposed to continue Depot Street at its current alignment as a 60 foot wide right-of-way. The plat cleans up property ownership and future maintenance concerns.

RECOMMENDATION: Approve the Final Subdivision Plat for West Square located at 850 South 490 East (TINs: 12-066-0089, 12-066-0090, 12-067-0023, 12-067-0019, 12-066-0120, 12-066-0121), as conditioned and recommended by the Planning Commission, and authorize the Mayor's signature to any necessary documents.

8. CONSIDER APPROVAL OF THE DEVELOPMENT AGREEMENT WITH CLEARFIELD PROPERTIES, LLC, FOR THE SANDRIDGE LUXURY APARTMENTS SUBDIVISION LOCATED IN THE VICINITY OF 50 SOUTH DEPOT (TINs: 12-001-0193, 12-001-0196, 12-001-0197), 70 SOUTH DEPOT (TINs: 12-001-0130, 12-001-0175) AND 145 SOUTH DEPOT (TIN: 12-001-0176)

BACKGROUND: The Sandridge Luxury Apartments project is the culmination of the City's efforts over several years to accomplish redevelopment downtown. The City/CDRA acquired several properties in the downtown area and after a year of marketing efforts, a buyer came forward in the summer of 2014. The proposed development is a four-story mixed use building, consisting of 122 residential units, 4,500 square feet of commercial space, a parking garage beneath the building and amenities for the residents. The property is zoned D-R (Downtown Redevelopment). The Planning Commission approved the Conditional Use Permit (CUP) and the Site Plan and has recommended approval of a partial vacation of Depot Street and the Final Subdivision Plat.

RECOMMENDATION: Approve the Development Agreement with Clearfield Properties, LLC, for the Sandridge Luxury Apartments Subdivision located in the vicinity of 50 South Depot (TINs: 12-001-0193, 12-001-0196, 12-001-0197), 70 South Depot (TINs: 12-001-0130, 12-001-0175) and 145 South Depot (TIN: 12-001-0176) and authorize the Mayor's signature to any necessary documents.

9. CONSIDER APPROVAL OF THE FINAL SUBDIVISION PLAT FOR SANDRIDGE LUXURY APARTMENTS SUBDIVISION LOCATED IN THE VICINITY OF 50 SOUTH DEPOT (TINs: 12-001-0193, 12-001-0196, 12-001-0197), 70 SOUTH DEPOT (TINs: 12-001-0130, 12-001-0175) AND 145 SOUTH DEPOT (TIN: 12-001-0176)

BACKGROUND: The Final Subdivision Plat for Sandridge Luxury Apartments is necessary to combine four relevant parcels into a single buildable lot. The plat consists of one lot, a small area of road dedication (0.049 acres) within State Street and the Depot Street road vacation. The single lot will house a single building configured as a mixed-use project with four-story multi-family residential above a viable commercial space for future retail/commercial uses on the north end of the project. The site has direct pedestrian access from State Street with parking access from Depot Street to the west and north of the proposed lot. The Planning Commission recommended approval of the Final Subdivision Plat on August 5, 2015.

RECOMMENDATION: Approve the Final Subdivision Plat for Sandridge Luxury Apartments Subdivision located in the vicinity of 50 South Depot (TINs: 12-001-0193, 12-001-0196, 12-001-0197), 70 South Depot (TINs: 12-001-0130, 12-001-0175) and 145 South Depot (TIN: 12-001-0176), as conditioned and recommended by the Planning Commission, and authorize the Mayor's signature to any necessary documents.

10. CONSIDER APPROVAL OR RESOLUTION 2015R-21 APPROVING THE INTERLOCAL AGREEMENT WITH UDOT (UTAH DEPARTMENT OF TRANSPORTATION) PROVIDING FOR THE AESTHETIC UPGRADE TO THE SR-107 BRIDGE, ALSO KNOWN AS 300 NORTH OVERPASS

BACKGROUND: UDOT is rehabilitating its structure F-330 (300 North Overpass) over the Union Pacific Railroad and the Utah Transit Authority active rail corridor on SR-107 (300 North). The City desires to participate in the additional cost involved to upgrade the aesthetics treatments for the structure. The agreement authorizes the terms and conditions necessary for the City's participation.

RECOMMENDATION: Approve Resolution 2015R-21 authorizing the Interlocal Agreement with UDOT (Utah Department of Transportation) providing for the aesthetic upgrade to the SR-107 Bridge, also known as the 300 North Overpass and authorize the Mayor's signature to any necessary documents.

11. CONSIDER APPROVAL OF RESOLUTION 2015R-20 AUTHORIZING AN INTERLOCAL AGREEMENT WITH UDOT (UTAH DEPARTMENT OF TRANSPORTATION) PROVIDING FOR THE TRANSFER OF MAINTENANCE AND JURISDICTIONAL RESPONSIBILITIES OF SR-107, ALSO KNOWN AS 300 NORTH

BACKGROUND: UDOT recently completed the SR-193 extension from State Street in Clearfield to 2000 West in West Point which will be maintained and operated by UDOT. Clearfield City had previously committed to accept the transfer of maintenance and jurisdictional responsibilities for the Clearfield portion of the 300 North roadway upon completion of repairs to the existing overpass. The Interlocal Cooperative Agreement establishes the terms and conditions under which the transfer of road responsibilities will be performed by UDOT to the City.

RECOMMENDATION: Approve Resolution 2015R-20 authorizing an Interlocal Agreement with UDOT (Utah Department of Transportation) providing for the transfer of maintenance and jurisdictional responsibilities of SR-107, also known as 300 North, and authorize the Mayor's signature to any necessary documents.

12. CONSIDER APPROVAL OF RESOLUTION 2015R-19 ANNOUNCING THE INTENT TO ANNEX CERTAIN AREAS IN CLEARFIELD INTO THE NORTH DAVIS FIRE DISTRICT (NDFD)

BACKGROUND: Clearfield City annexed MIDA's Falcon Hill Project Area into its corporate boundaries in 2014. The North Davis Fire District (NDFD) services areas within the City's boundary and desires to annex the Project Area within its boundaries as well in order to maintain the continuity of the City's and the District's boundaries within Clearfield. The Clearfield City Council acts as the Governing Body for the North Davis Fire District and as such must initiate the process on behalf of NDFD.

RECOMMENDATION: Approve Resolution 2015R-19 announcing the intent to annex certain areas in Clearfield into the North Davis Fire District (NDFD) 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. CONSIDER APPROVAL OF RESOLUTION 2015R-05 AUTHORIZING THE TAX INCREMENT PARTICIPATION AGREEMENT WITH CLEARFIELD PROPERTIES, LLC, ASSOCIATED WITH THE SANDRIDGE LUXURY APARTMENTS DEVELOPMENT

BACKGROUND: The Sandridge Luxury Apartments are the culmination of the City's efforts over several years to accomplish redevelopment downtown. In order to make the project financially viable, the developer has requested a tax increment incentive. The incentive would be post-performance and contingent upon the developer's timely performance of the terms of the Development Agreement. The project should be substantially complete by the end of 2016. If so, the first distribution of the tax increment from the project would take place in the spring of 2018.

RECOMMENDATION: Approve Resolution 2015R-05 authorizing the Tax Increment Participation Agreement with Clearfield Properties, LLC, associated with the Sandridge Luxury Apartments development and authorize the Chair's signature to any necessary documents.

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

Dated this 20th day of August, 2015.

/s/Nancy R. Dean, City Recorder

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

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:30 P.M. WORK SESSION
July 28, 2015

PRESIDING: Mark Shepherd Mayor

PRESENT: Keri Benson Councilmember
Kent Bush Councilmember
Ron Jones Councilmember
Bruce Young Councilmember

EXCUSED: Mike LeBaron Councilmember

STAFF PRESENT: JJ Allen Assistant City Manager
Brian Brower City Attorney
Scott Hodge Public Works Director
Kelly Bennett Police Lieutenant
Eric Howes Community Services Director
Rich Knapp Administrative Services Director
Caleb Jones Administrative Services Mngt. Intern
Summer Palmer Human Resources Manager
Nancy Dean City Recorder
Kim Read Deputy City Recorder

EXCUSED: Adam Lenhard City Manager

VISITORS: Kathryn Murray

Mayor Shepherd called the meeting to order at 6:31 p.m.

DISCUSSION ON RESIDENTIAL SEWER CLEAN-UP ASSISTANCE PROGRAM

Rich Knapp, Administrative Services Director, explained the difficulty experienced by City staff in responding to claims and/or requests for assistance specific to sewer backup or flooding. He expressed his opinion the policy was a tough customer service response. He informed the Council that staff looked to other cities, locally and nationwide, to see how they addressed such requests. He introduced Caleb Jones, Management Intern, and reported he, along with Summer Palmer, Human Resource Manager, had drafted a proposed policy.

Mr. Knapp stated even though the City regularly maintained the main sewer lines within the City, sewer backups still occurred at no fault from the City or the property owner and explained the randomness associated with them. He pointed out very rarely was the sewer backup the result of negligence on behalf of the property owner and emphasized the proposed program would strictly be a “Good Will” gesture.

Mr. Knapp explained the current policy was to have the resident notify the homeowner's insurance, which most often didn't cover the sewage backup. Councilmember Jones announced he was aware of only two companies that covered this type of damage. Following the denial from the homeowner's insurance, the City submitted the claim to its insurance which also denied the claim. Mr. Knapp reviewed the proposed policy with the Council and emphasized the following:

- The resident would have to fill out the form.
- Proof the resident's homeowner's insurance denied a claim.
- Photographs.
- Reporting the backup within 72 hours.
- This was not a "reimbursement" program but rather "clean-up" assistance to ensure health and safety.

Councilmember Bush pointed out the resident could potentially call a remediation company prior to notifying the City and expressed concern the resident in that instance wouldn't be eligible for any assistance. Mr. Knapp responded the City's preferred restoration company would be considerably cheaper and explained the City would pay the amount of funds that its preferred company would charge for the restoration. Summer Palmer, Human Resources Manager, added Public Works staff was generally one of the first responders in those type of circumstances and emphasized they would be prepared to provide all necessary paperwork which would include proper contact information and believed this would eliminate the resident from contacting a different restoration company other than the City's preferred vendor.

Mayor Shepherd requested clarification why the City would want to even offer such a program. Mr. Knapp clarified the program would only benefit a resident if the sewer backup occurred in the City's main sewer line and not in the lateral. Ms. Palmer believed insurance companies generally cover the resident if the blockage occurred within the lateral. Councilmember Young expressed his opinion the program made sense if the blockage occurred in the City's main sewer line and there was no responsibility/fault to the resident.

Mr. Knapp directed the Council to the third paragraph in the letter which emphasized the program could only be utilized if the backup was caused by a problem located within the City's lines or system. A discussion took place regarding the language in the letter and the Council made suggestions to the language for better clarification to the resident.

Mr. Knapp emphasized the main purpose for the program was to warrant good will or some sort of "group insurance" for residents and to ensure the sewage was cleaned up properly. A discussion also took place to whether the program would be applicable to apartment complexes/multi-family housing. Also discussed was what would happen in the case that a "responsible" party was identified and if there was an identified "limit". Mr. Knapp commented a limit had not been established as each incident would be evaluated on a case by case basis.

JJ Allen, Assistant City Manager, expressed concern that an objective criteria had not been identified which would be used to determine the dollar amount for the assistance and a discussion took place. Mr. Knapp responded staff would be referring to internal procedures which identified the extent of the provided assistance. Mayor Shepherd stated he was personally

aware of the costs associated with sewage clean up and indicated the costs for the clean up were outrageous and pointed out all the variables which could impact the remediation costs. Ms. Palmer responded that was the primary reason for not designating a limit.

Caleb Jones, Management Intern, reported the statistics he had obtained regarding other City's policies specific to sewage remediation and believed the most the City would have to pay out for an incident would be \$1,000. Mr. Allen suggested designating a cap per fiscal year and a discussion followed. Mayor Shepherd expressed concern the City's program could be interpreted by an insurance company as some form of liability. He emphasized he didn't disagree with the program; he just had some concerns. He suggested strong language should be used emphasizing the City wasn't admitting liability and a discussion took place.

Brian Brower, City Attorney, suggested the City cap the amount per incident and designate a specific amount for each fiscal year. Mr. Knapp pointed out the City didn't cap other claims/insurance.

Mayor Shepherd summarized that the Council directed staff to proceed with tightening the language and putting limits in place for claims. Councilmember Bush requested defining the term "property damage" better within the letter.

The meeting adjourned at 7:00 p.m.



City Council

STAFF REPORT

TO: Mayor Shepherd, City Council, and Executive Staff

FROM: Spencer W. Brimley
Development Services Manager
Spencer.Brimley@clearfieldcity.org - (801) 525-2785

MEETING DATE: August 25, 2015

SUBJECT: Discussion and Possible Action on **VAC 1507-0004** a request by Jared Nielson, on behalf of MV Properties, for vacation of a 0.206 acre portion of Depot Street as part of a Preliminary Subdivision Plat approval, located at 50 South Depot Street (TIN: 12-001-0193, 12-001-0196, and 12-001-0197), 70 South Depot Street (TIN: 12-0001-0130, 12-001-0175) and 145 South Depot Street (TIN: 12-001-0176). The property is approximately 2.586 acres combined, after subtracting the vacated portion of the street.

Discussion and Possible Action on **FSP 1507-0004** a request by Jared Nielson, on behalf of MV Properties, for a Final Subdivision Plat approval, located at 50 South Depot Street (TIN: 12-001-0193, 12-001-0196, and 12-001-0197), 70 South Depot Street (TIN: 12-0001-0130, 12-001-0175) and 145 South Depot Street (TIN: 12-001-0176). The property is approximately 2.586 acres combined.

RECOMMENDATIONS

Move to **approve as conditioned VAC 1507-0004** a request by Jared Nielson, on behalf of MV Properties, for vacation of a 0.206 acre portion of Depot Street as part of a Preliminary Subdivision Plat approval, located at 50 South State Street (TIN: 12-001-0193, 12-001-0196, and 12-001-0197), 70 South State Street (TIN: 12-0001-0130, 12-001-0175) and 145 South Depot Street (TIN: 12-001-0176), based on the discussion and findings in the Staff Report.

Move to **approve as conditioned FSP 1507-0004** a request by Jared Nielson, on behalf of MV Properties, for a Final Subdivision Plat approval, located at 50 South State Street (TIN: 12-001-0193, 12-001-0196, and 12-001-0197), 70 South State Street (TIN: 12-0001-0130, 12-001-0175) and 145 South Depot Street (TIN: 12-001-0176), based on the discussion and findings in the Staff Report.

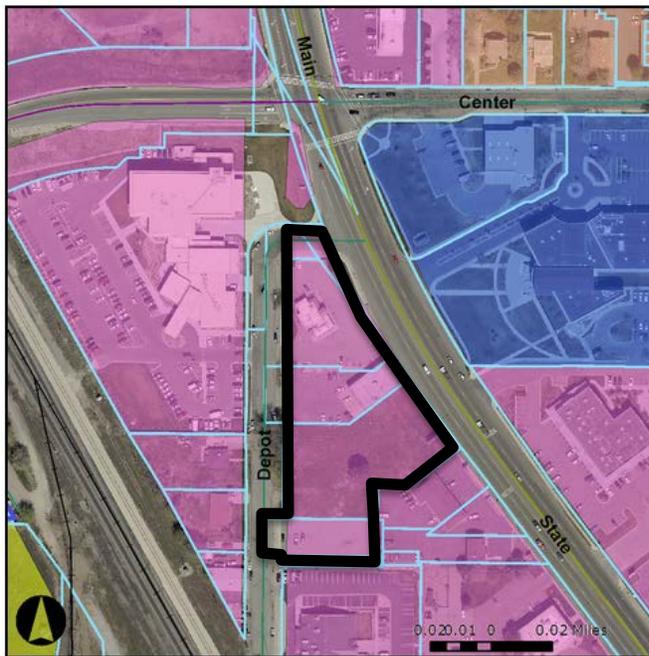
PROJECT SUMMARY

Project Information	
Project Name	Sandridge Luxury Apartments Subdivision
Site Location	50 South State, 70 South State, 145 South Depot
Tax ID Number	12-001-0193, 12-001-0196, and 12-001-0197, 12-

	0001-0130, 12-001-0175, 12-001-0176
Applicant	Jared Nielson
Owner	MV Properties
Proposed Actions	Final Subdivision Plat Approval, Street Vacation
Current Zoning	D-R (Downtown Redevelopment)
Current Master Plan	Mixed Use
Gross Site Area	2.537 acres (not included vacated portion of street, and S.R. 126 road dedication)

Vicinity Map

Zoning Data



ANALYSIS

The applicants, Mr. Wes Davis, and Mr. Jared Nielson, have been working with Clearfield City Staff to identify development specifics for a proposed mixed-use development within a proposed D-R zoned mixed-use project area. This area of Clearfield is located directly across the street from the City Hall in the “downtown” core of the City. The project represents one of the first Main/State Street fronting mixed-use developments that the City has been working towards since prior to 2010 with the adoption of the latest General Plan.

SUBDIVISION PLAT REVIEW

The first step in entitling the proposed mixed-use project is to combine all of the relevant parcels into a single buildable lot. The review, analysis, and conditions of approval include comments and recommendations that were considered with the Preliminary Plat as well as the Final Plat.

The Plat consists of one lot, a small area of road dedication (0.049 acres) within State Street (S.R. 126), and Depot Street road vacation. The single lot, Lot 1, will house a single building

configured as a mixed-use project with four-story multi-family residential above a viable commercial space for future retail/commercial uses on the north end of the project. The site has direct pedestrian access from State Street (S.R. 126), with parking access from Depot Street to the west and north of the proposed Lot 1.

The D-R Zone does not have any minimum lot sizes, frontage requirements, right-of-way requirements, or other specific development call outs to compare the proposed plat against. The Zone requires a Site Plan review, and requires a Development Agreement (which staff is also proposing to require as a condition of approval). The Plat as proposed meets the requirements of the zone. The specifics of the structure, building use, commercial component, landscaping, parking, and other relevant development standards will be reviewed and approved through the Development Agreement.

DEPOT STREET VACATION REVIEW

The developer has proposed to reduce the right-of-way of Depot Street to 28 feet along the length of the project, and around the access road that connects to State Street. The reduction in right-of-way has been discussed with the property neighbor to the west, Davis County Health Department. The County Health Department has not submitted any written comments against the reduction of road right-of-way, but they did attend the Planning Commission meeting and expressed concerns about removing the option for on street parking, which has served as overflow parking for the senior center. Staff provided explanation that adequate parking has been approved for the County Health Department and the request for no parking on Depot Street is in the best interest of all parties. The County Health Department also asked the City for permission to paint the curb in front of their building yellow to discourage parking on the street. Removing on-street parking on both sides of Depot Street is a condition of approval for this plat. Also, the access road connecting Depot Street to State Street shall be a 'right-out' only, for turns from Depot Street onto State Street. This will allow the reduced right-of-way width to continue to operate optimally. Staff would recommend that the parcels be surrounded by 10-foot public utility easements to facilitate future neighboring property development. Lastly, staff would recommend that the Plat reflect the original alignment of Depot Street in order to better identify the area of vacated right-of-way.

ENGINEERING REVIEW

Planning Staff will defer to the Engineer and Public Works Director for their recommendations regarding utility improvements. Staff does not have concerns with the proposed location of drainage or road design as proposed and conditioned by other City Staff and reviewers. The Applicant has received and is incorporating the redlines and comments from Engineering and Public Works.

OTHER AGENCY REVIEW

At a minimum the project must meet fire hydrant placement requirements and All other fire department requirements.

Public Comment

No public comment has been received to date.

CONDITIONS OF APPROVAL – VAC 1507-0004

- 1) On-street parking shall not be allowed on this stretch of Depot Street, and the curbs shall be marked accordingly.

- 2) The intersection of Depot Street and State Street shall be marked as “right turn only” for turns from Depot Street onto State Street.

CONDITIONS OF APPROVAL – FSP 1507-0004

- 1) A final clean copy of the Final Subdivision Plat needs to be filed with the Community Development Office, with all changes and redlines corrected from Planning, Public Works, and Engineering.
- 2) Depot Street road vacation shall be shown on the plat to indicate the former right-of-way width. Depot Street shall be signed and posted as no parking on both sides of the street. The Depot Street access at State Street (S.R. 126) shall be posted right-out only (for turns from Depot Street onto State Street).
- 3) 10 Foot public-utility-easements must be provided around Lot 1 in the areas not identified with wider drainage and water easements.
- 4) Future development of the site will be subject to Site Plan review and approval. Approval of the Preliminary Plat does not constitute approval or granting of a building permit.
- 5) Plat approval is subject to North Davis Fire District review and approval.
- 6) Plat approval is subject to approval, execution, and recordation of a Development Agreement with the City outlining specifics of the proposed mixed-use project.
- 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. Sandridge Apartments Final Plat
2. Street Vacation Exhibit

CLEARFIELD CITY ORDINANCE 2015-14

AN ORDINANCE VACATING PORTIONS OF A STREET KNOWN AS DEPOT STREET, CLEARFIELD CITY, DAVIS COUNTY, STATE OF UTAH

PREAMBLE: This Ordinance vacates portions of Depot Street in order to facilitate a key downtown redevelopment project located in the vicinity of 50 South Depot (TINs: 12-001-0193, 12-001-0196, 12-001-0197), 70 South Depot (TINs: 12-001-0130, 12-001-0175) and 145 South Depot (TIN: 12-001-0176).

WHEREAS, a developer bringing forward a key downtown redevelopment project in the City's West Side Central Business District (RDA No. 7) located in the vicinity of 50 South Depot (TINs: 12-001-0193, 12-001-0196, 12-001-0197), 70 South Depot (TINs: 12-001-0130, 12-001-0175) and 145 South Depot (TIN: 12-001-0176) has requested a reduction in the pavement width on Depot Street to 28 feet along the length of the project and around the access road that connects to State Street in order to facilitate a better project; and

WHEREAS, removing on-street parking on both sides of Depot Street is a condition of approval for the subdivision plat recommended by the City's Planning Commission; and

WHEREAS, the access road connecting Depot Street to State Street shall be a 'right-out' only, for turns from Depot Street onto State Street; and

WHEREAS, after holding a duly noticed public hearing, considering any comments made therein and deliberating on the proposed changes submitted by City staff as well as the Planning Commission's recommendation, the City Council has determined that good cause exists for the proposed partial street vacation and that neither the public interest nor any person will be materially injured by the proposed partial street vacation.

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

Section 1. Street Vacation:

1. Portions of Depot Street, as part of a key downtown redevelopment project, located in the vicinity of 50 South Depot (TINs: 12-001-0193, 12-001-0196, 12-001-0197), 70 South Depot (TINs: 12-001-0130, 12-001-0175) and 145 South Depot (TIN: 12-001-0176) and more particularly described below are hereby vacated.

State Street Parcel: Beginning at a point North 0°13'20" East 825.67 feet along the section line and South 89°36'23" East 86.24 feet from the West Quarter Corner of Section 1, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running; Thence South 89°36'23" East 40.88 feet to the west line of State Street; Thence southeasterly 398.53 feet along the arc of a 1965.08 foot radius curve to the left, (center bears North 65°26'01" East and long chord bears South 30°22'35" East 397.85 feet,

with a central angle of $11^{\circ}37'12''$) along the west line of State Street; Thence North $37^{\circ}19'30''$ West 99.78 feet; Thence North $34^{\circ}30'00''$ West 320.54 feet to the point of beginning.

Main Street Parcel, (North of Site): Beginning at a point North $0^{\circ}13'20''$ East 825.67 feet along the section line and South $89^{\circ}36'23''$ East 33.05 feet from the West Quarter Corner of Section 1, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running; Thence South $89^{\circ}36'23''$ East 53.19 feet; Thence South $34^{\circ}30'00''$ East 9.36 feet; Thence North $89^{\circ}36'23''$ West 58.57 feet; Thence North $0^{\circ}13'20''$ East 7.68 feet; Thence easterly 0.05 feet along the arc of a 15.00 foot radius curve to the right, (center bears South $0^{\circ}13'20''$ West and long chord bears South $89^{\circ}41'31''$ East 0.05 feet, with a central angle of $0^{\circ}10'17''$) to the point of beginning.

Main Street Parcel, (West of Site): Beginning at a point North $0^{\circ}13'20''$ East 283.86 feet along the section line and South $89^{\circ}59'56''$ East 18.00 feet from the West Quarter Corner of Section 1, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running; Thence North $0^{\circ}13'20''$ East 526.64 feet along a line being 18.00 feet east of and parallel to the section line; Thence northeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, (center bears South $89^{\circ}46'40''$ East and long chord bears North $45^{\circ}13'20''$ East 21.21 feet, with a central angle of $90^{\circ}00'00''$) to a point on a line being 33.00 feet east of the section line; Thence South $0^{\circ}13'20''$ West 541.58 feet along a line being 33.00 feet east of and parallel to the section line; Thence South $89^{\circ}59'56''$ West 15.00 feet to the point of beginning.

2. The partial street vacation is shall be recorded with the Davis County Recorder's Office as part of the Sandridge Luxury Apartments Subdivision Plat.

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

DATED this 25th day of August, 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: Spencer W. Brimley
Development Services Manager
Spencer.Brimley@clearfieldcity.org - (801) 525-2785

MEETING DATE: August 25, 2015

SUBJECT: Public Hearing, Discussion and Possible Action on **GPA 1507-0005** a request by Clearfield City Staff, for an amendment to the General Plan, Master Street Plan to delete the extension of 750 West from the map. This amendment would be effective within the General Plan, a document guiding the development of Clearfield City as a whole.

RECOMMENDATIONS

Since the Planning Commission's recommendation is different than Staff's original recommendation, and also different from the City Council's work session discussion, three alternatives are presented for the Council's consideration:

A. Planning Commission Recommendation

Approval of GPA 1507-0005, Staff's requested General Plan amendment, removing the extension of 750 West from the Master Streets Plan from 1600 South to the north, but that the connection between 1600 South and 750 West be maintained to provide connectivity in the community, rather than a reduction in connection points in the community.

B. Alternate Recommendation (Council Work Session)

Approval of GPA 1507-0005 as discussed at the City Council work meeting on August 18, 2015. The Council discussed the proposal to remove the extension of 750 West from the Master Streets Plan. The Council indicated that the extension of 750 West should be removed entirely from the Master Streets Plan and that a new connection should be added at 900 West extending north from 1600 South to a future connection to 1000 West at approximately 1475 South (see drawing below).

C. Original Staff Recommendation

Approval of GPA 1507-0005 as proposed, an amendment to the General Plan, Master Streets Plan to delete the extension of 750 West from the map.

ANALYSIS

Clearfield City's Master Streets Plan was published October 5, 2010 as part of an update to the City's General Plan in the years 2009-2010. This document provides guidance on the location of existing road facilities that are planned to be upgraded, as well as indicates the general location and type of facility for new roads that will be constructed, as they are necessary through the development process. The southwest corner of Clearfield City near 1000 West and 1700 South has a number of large parcels that have long been considered locations for future development. The Rocky Mountain Power corridor passes diagonally through this location, effectively separating privately held properties from those owned by the power company. Recent applications for development in this area have caused Clearfield City Staff to reconsider the extension of the 750 West road corridors shown on the Master Streets Plan.

Proposed Changes

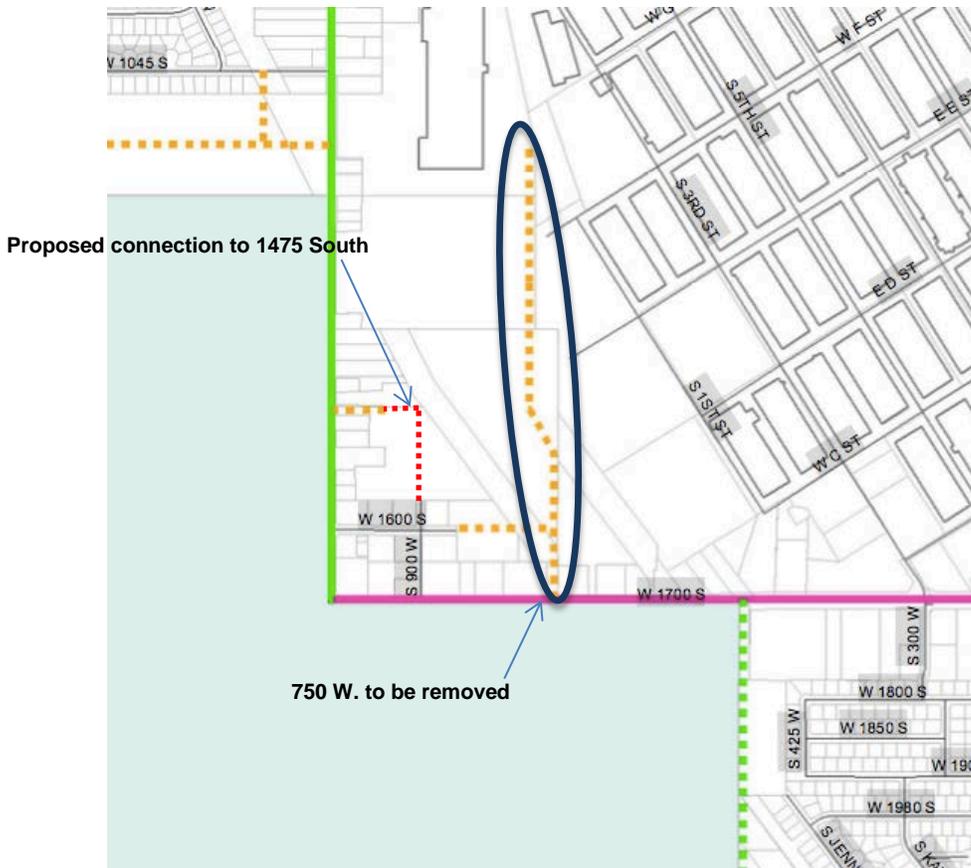
A recent application for a rezone with a preliminary site plan in this immediate area brought to light concerns with the proposed 750 West road alignment. The City desired a connecting road through the proposed project in accordance with the Master Streets Plan. The applicant for the rezone indicated that the development potential of the adjoining property (to the northeast) was limited or did not exist at all based on the parcel being owned by Rocky Mountain Power, and having several power lines running through it.

Clearfield City staff contacted Rocky Mountain Power to inquire about the development potential and desires for the properties owned by the power company. Rocky Mountain Power indicated that they purchased those parcels with no intention of selling them for development, and that while development was not impossible, it was highly unlikely.

The majority of the master planned 750 West road corridor cuts through the Rocky Mountain Power owned property. Staff feels that showing a future road connection through a property with such limited future development potential is not representative of how this area will develop in the future, and that the road should be removed.

The Planning Commission considered staff's recommendation, and after some discussion has recommended that the City Council amend the Master Street Plan by removing the extension of 750 West, but only that portion north of 1600 South. The Planning Commission felt that it is important to keep the connection of 1600 South and 750 West, as it may benefit connectivity and traffic circulation in the area.

Subsequent to the Planning Commission's recommendation, rendered on August 5, the City Council discussed this application in a work session on August 18. After some discussion, a suggestion was made to agree with staff's original recommendation, but also to draw a new line on the Master Street Plan—an extension of 900 West northward from 1600 South, connecting into 1000 West at about 1475 South. This idea seemed to resonate with the Council, so it is drawn below.



		development to happen in that area. Staff feels that the General Plan and Master Streets Plan should be grounded in reality, and this new information from Rocky Mountain Power requires us to reconsider the potential for this road connection, and ultimately determine that it is not viable.
3)	A draft of the proposed text or map amendment.	GIS mapping staff complete all map amendments. Should the Planning Commission recommend the amendment, and the City Council accepts the change the maps will be corrected and reprinted.
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 a screen shot from the currently adopted Master Streets Plan.

CLEARFIELD CITY ORDINANCE 2015-15

AN ORDINANCE AMENDING THE CLEARFIELD CITY GENERAL PLAN

PREAMBLE: This Ordinance changes the Streets Master Plan and Transportation Map, an exhibit to the Clearfield City General Plan, by removing 750 West as a proposed street and establishing the future expansion of 900 West to the north to a point in the vicinity of 1475 South.

WHEREAS, the Master Street Plan designates 750 West as a City street with a proposed future plan to expand north to a point in the vicinity of the Freeport Center and property owned by Utility Trailer; and

WHEREAS, said street cuts through and accesses properties owned currently owned by Rocky Mountain Power, which has indicated that it is highly unlikely for any development to happen in that area due to the property's use for high voltage transmission lines; and

WHEREAS, upon further evaluation, it appears the 750 West expansion as previously planned is unlikely and perhaps even not viable; and

WHEREAS, after considering proposed changes submitted by City staff as well as an alternate recommendation from the City's Planning Commission, the City Council has determined that the best approach for the health, safety and welfare of the public would be to eliminate the future expansion of 750 West from the Streets Master Plan and Transportation Map allowing additional flexibility for both property owners in the area, the City, and the general public for future transportation needs in the area; and

WHEREAS, after holding a duly noticed public hearing and carefully considering the City's application, any public input provided, as well as the conclusions reached and recommendation given by the City's Planning Commission, the Clearfield City Council publicly discussed the need for an alternative route in the area of 1000 West and 1700 South and identified 900 West for future expansion to the north to a point in the vicinity of 1475 South as the best option; and

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

Section 1. General Plan Amendment: The Streets Master Plan and Transportation Map, an exhibit to the General Plan, is hereby amended by removing the indication for the future expansion of 750 West to the north from approximately 1650 South and establishing the future expansion of 900 West to the north to a point in the vicinity of 1475 South.

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

DATED this 25th day of August, 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:

Staff Report



To: Mayor Mark Shepherd and City Councilors
From: Rich Knapp, Administrative Services Director
Date: August 19, 2015
Re: 2015 Sales Tax Bond Authorizing Resolution

Rich Knapp

Recommended Action

Staff recommends the City Council to approve the authorizing resolution to refund the 2006 sales tax bond.

Description / Background

On June 23rd the council authorized the parameters resolution calling for the publication of a Notice of Bonds to be Issued and the running of a 30 day contest period. That contest period has run its course and we now intend to sell bonds to refinance a portion of the 2006 Sales Tax Revenue Bonds.

This resolution will authorize us to proceed with the sale of the bonds and delegate to the Mayor and staff the authority necessary to finalize the bond issue.

Next steps include sending the offering document to market participants, locking in the interest rates and closing the bonds.

As currently planned, the bonds will be sold as taxable bonds that will convert to tax exempt bonds in April 2016. This structure is known as a Cinderella Bond structure and is used to allow us to refinance now and to take advantage of lower interest rates now rather than waiting until April 2016. Under IRS rules, we cannot sell tax exempt bonds again until April 2016, thus the conversion from taxable to tax exempt.

Fiscal Impact

Depending on market conditions the total savings range from \$450,000 to \$650,000.

Clearfield, Utah

August 25, 2015

The City Council (the "Council") of the Clearfield City (the "City"), met in regular session in Clearfield, Utah, on August 25, 2015, at 7:00 p.m., with the following Councilmembers being present either personally or electronically (by phone):

Mark Shepherd	Mayor
Kent Bush	Councilmember
Mike LeBaron	Councilmember
Keri Benson	Councilmember
Bruce Young	Councilmember
Ron Jones	Councilmember

Also present:

Nancy Dean	City Recorder
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Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 25, 2015, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. 2015R-22

A RESOLUTION OF THE CITY COUNCIL OF CLEARFIELD CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF ITS SALES TAX REVENUE REFUNDING BONDS, SERIES 2015 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,950,000; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE POWER TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SALES TAX REVENUE REFUNDING BONDS, SERIES 2015 WITHIN CERTAIN PARAMETERS PREVIOUSLY ADOPTED BY A RESOLUTION OF THE CITY; PROVIDING FOR THE PLEDGING OF CERTAIN REVENUES FOR THE PAYMENT OF SAID BONDS; AUTHORIZING THE EXECUTION BY THE ISSUER OF A SECOND SUPPLEMENTAL INDENTURE OF TRUST, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the Issuer desires to (a) refund all or a portion of the Issuer's currently outstanding Sales Tax Revenue Bonds, Series 2006 (the "Refunded Bonds"), (b) fund a debt service reserve fund, if necessary, and (c) pay costs of issuance with respect to the Series 2015 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Federally Taxable/Convertible to Tax-Exempt Sales Tax Revenue Refunding Bonds, Series 2015 (to be issued in one or more series from time to time and with any other series or title designations) (the "Series 2015 Bonds"), pursuant to (a) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a General Indenture of Trust dated as of April 1, 2003, as heretofore amended and supplemented (the "General Indenture"), as further amended and supplemented by a Third Supplemental Indenture (the "Third Supplemental Indenture," and together with the General Indenture, the "Indenture"), in substantially the forms presented to the meeting at which this Resolution was adopted and which are attached hereto as Exhibit B; and

WHEREAS, by resolution adopted June 23, 2015 (the "Parameters Resolution"), the Issuer approved the issuance of the Series 2015 Bonds, established parameters therefore and directed the publication of a "Notice of Bonds to be Issued" (the "Notice"); and

WHEREAS, the Issuer hereby entitles such Series 2015 Bonds authorized by the Parameters Resolution as the Series 2015 Bonds; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the “Bond Purchase Agreement”) to be entered into between the Issuer and the underwriter or the purchaser selected by the Issuer for the Series 2015 Bonds (the “Underwriter/Purchaser”) in substantially the form attached hereto as Exhibit C; and

WHEREAS, in the event that the Designated Officers (defined below) determine that it is in the best interests of the Issuer to publicly offer the Series 2015 Bonds, the Issuer desires to authorize the use and distribution of a Preliminary Official Statement (the “Preliminary Official Statement”), and to approve a final Official Statement (the “Official Statement”) in substantially the form attached hereto as Exhibit D, and other documents relating thereto; and

WHEREAS, in order to allow the Issuer (in consultation with the Issuer’s Financial Advisor, Zions Bank Public Finance (the “Municipal Advisor”)) flexibility in setting the pricing date of the Series 2015 Bonds to optimize debt service savings to the Issuer, the Council desires to grant to the Mayor or Mayor pro tem (collectively, the “Mayor”), and the Finance Director or City Manager of the Issuer (collectively, the “Designated Officers”) the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2015 Bonds shall be sold, and to set forth the final terms of the Series 2015 Bonds, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”).

NOW, THEREFORE, it is hereby resolved by the City Council of Clearfield City, Utah, as follows:

Section 1. For the purpose of (a) refunding the Refunded Bonds, (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2015 Bonds, the Issuer hereby authorizes the issuance of the Series 2015 Bonds which shall be designated “Clearfield City, Utah Federally Taxable/Convertible to Tax-Exempt Sales Tax Revenue Refunding Bonds, Series 2015” (to be issued in one or more series from time to time and with such other series or title designation) in the initial aggregate principal amount of not to exceed \$9,950,000.

Section 2. The final interest rate or rates for the Series 2015 Bonds shall be set by the Designated Officers, in consultation with the Municipal Advisor, at the rate or rates which will, taking into account the purchase price offered by the Underwriter/Purchaser of the Series 2015 Bonds, in the opinion of the Designated Officers, result in a net present value savings for the refunding acceptable to the Issuer at the time of the sale of the Series 2015 Bonds and evidenced by execution by the Issuer of the Bond Purchase Agreement.

Section 3. The Supplemental Indenture and the Bond Purchase Agreement in substantially the forms presented to this meeting and attached hereto as Exhibits B and C, respectively, are hereby authorized, approved, and confirmed. The Mayor and the City Recorder are hereby authorized to execute and deliver the Supplemental Indenture and

the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof. The above described committee of the Designated Officers are hereby authorized to select the Underwriter/Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates (including any conversion thereof to tax-exempt interest rates), redemption features, and purchase price with respect to the Series 2015 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 4. The Issuer hereby authorizes the utilization of the Preliminary Official Statement, in the form attached hereto as Exhibit D in the marketing of the Series 2015 Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement. The Mayor or Mayor pro tem is hereby authorized to execute the Official Statement evidencing its approval by the Issuer.

Section 5. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2015 Bonds, the Preliminary Official Statement, the Official Statement, the Bond Purchase Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2015 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 6. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2015 Bonds, the Bond Purchase Agreement, the Official Statement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2015 Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 7. The form, terms, and provisions of the Series 2015 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and the City Recorder are hereby authorized and directed to execute and seal the Series 2015 Bonds and to deliver said Series 2015 Bonds to the Underwriter/Purchaser. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 8. The appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Underwriter/Purchaser the Series 2015 Bonds in accordance with the provisions of the Indenture.

Section 9. Upon their issuance, the Series 2015 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2015 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2015 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 10. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including but not limited to an escrow deposit agreement) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 11. After the Series 2015 Bonds are delivered to the Underwriter/Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2015 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 12. It is hereby declared that all parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.

Section 13. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

APPROVED AND ADOPTED this August 25, 2015.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

I, Nancy Dean, the duly appointed and qualified City Recorder of Clearfield City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on August 25, 2015, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this August 25, 2015.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Nancy Dean, the undersigned City Recorder of Clearfield City, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the August 25, 2015, public meeting held by the City Council of the City (the “City Council”) as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on _____, 2015, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Davis County Clipper on December ____, 2015, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this August 25, 2015.

(SEAL)

By: _____
City Recorder

SCHEDULE 1
NOTICE OF MEETING

EXHIBIT B

THIRD SUPPLEMENTAL INDENTURE

(See Transcript Document No. 6)

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. __)

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

(See Transcript Document No. __)



City Council

STAFF REPORT

TO: Mayor Shepherd, City Council, and Executive Staff

FROM: Spencer W. Brimley
Development Services Manager
Spencer.Brimley@clearfieldcity.org - (801) 525-2785

MEETING DATE: August 25, 2015

SUBJECT: Discussion and Possible Action on **FSP 1507-0007** a request by Jeff Jackson, on behalf of Ironwood Development Group, LLC, for a Final Subdivision Plat approval located at 850 South 490 East (TIN: 12-066-0089, 12-066-0090, 12-066-0115, 12-067-0023, 12-067-0019, 12-066-0120, and 12-066-0121). The property is approximately 9.66 acres and lies in the R-3 (Multi-Family Residential) zoning district.

RECOMMENDATIONS

Move to **approve as conditioned FSP 1507-0007** a request by Jeff Jackson, on behalf of Ironwood Development Group, LLC, for a Final Subdivision Plat approval located at 850 South 490 East (TIN: 12-066-0089, 12-066-0090, 12-066-0115, 12-067-0023, 12-067-0019, 12-066-0120, and 12-066-0121), based on the discussion and findings in the Staff Report.

PROJECT SUMMARY

Project Information	
Project Name	West Square Subdivision
Site Location	850 South 490 East
Tax ID Number	12-066-0089, 12-066-0090, 12-066-0115, 12-067-0023, 12-067-0019, 12-066-0120, and 12-066-0121
Applicant	Jeff Jackson
Owner	Ironwood Development Group
Proposed Actions	Final Subdivision Plat Approval
Current Zoning	C-2 (Commercial) / R-3 (Residential)
Current Master Plan	Residential / Commercial
Gross Site Area	9.66 Acres

Vicinity Map



ANALYSIS

Clearfield City Planning Commission reviewed and approved a Preliminary Subdivision Plat and recommended approval for a Final Subdivision Plat for this site on August 5, 2015. The proposed plat is in conformance with the Site Plan that was approved on June 3, 2015, and cleans up all property lines surrounding the property.

The applicant, Mr. Jeff Jackson, has been working with Clearfield City Staff to identify development specifics such as drainage, detention, and parking within a proposed R-3 zoned multi-family project area. This area of Clearfield is located south of 700 South, east of the Union Pacific Railroad, and north of the Transit Oriented Development, Clearfield Station. The area represents one of the last open pieces of ground in Clearfield City that is currently zoned and entitled for multi-family residential development.

The Preliminary Plat and Final Plat are substantively the same with no phasing proposed on the project. The Preliminary Plat and the review and analysis below include comments and recommendations for the Final Plat. The Plat consists of two lots, Depot Street road dedication, and a remnant parcel to the south. The plat should reflect ownership and maintenance of the remnant parcel identified as "Parcel A." Lot 1 will be the location of a multi-family residential

project and Lot 2 will be reserved for future commercial development along 700 South and Depot Street.

The site has direct access from 700 South via Depot Street. The developer has proposed to continue Depot Street at its current alignment as a 60 foot wide right-of-way. The plat as drawn assumes ownership of the remainder property adjacent to the completed Depot Street. This removes a "no man's land" and cleans up property ownership and future maintenance concerns. Continuation of Depot Street meets the intent of the General Plan - Master Street Plan. The Site Plan will consider the total number of access points to the site. As it is currently configured, there is only a single public vehicular access, and a secondary gated access through the Meadows Condominiums. The property also provides a pedestrian and bike access from the east side of the project to 550 East. The project is within an approved R-3 zone, and meets the minimum requirements for the zone as proposed.

Planning Commission Recommendation

At their August 5, 2015 meeting, the Clearfield City Planning Commission made a motion to approve the Preliminary Subdivision Plat, and recommended approval of the Final Subdivision Plat to the City Council.

Comprehensive Plan and Zoning

The project is within an approved multi-family residential R-3 zone, and is master planned residential with commercial frontage along 700 South. With the inclusion of the north/south Depot Street alignment, the project meets the intent of the General Plan. Zoning requirements were already reviewed at the Site Plan level, and a Development Agreement is currently being drafted for the project.

ENGINEERING REVIEW

Public Works and Engineering Department reviews are attached for the Planning Commission's consideration. Planning Staff will defer to the Engineer and Public Works Director for their recommendations regarding utility improvements. Staff does not have concerns with the proposed location of drainage or road design.

OTHER AGENCY REVIEW

North Davis Fire District review was attached for the Planning Commission's consideration.

Public Comment

No public comment has been received to date.

CONDITIONS OF APPROVAL – FSP 1507-0007

- 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, Engineering, and the North Davis Fire District.
- 2) The Final Plat must include a note stating that “Parcel A” shall be owned and maintained by the same property owner as “Lot 1.”
- 3) 10 Foot public-utility-easements must be provided around Lot 1 and Lot 2 in the areas not identified with wider drainage and water easements. The east side of Lot 2 will not require a 10 foot public-utility easement to provide for greater ease in developing future commercial in this area.
- 4) Future development of the site is subject to the Site Plan approved on June 3, 2015. Approval of the Preliminary Plat does not constitute approval or granting of a building permit.
- 5) 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. West Square Plat Submittal August 2015

Staff Report



To: Mayor Shepherd and City Council Members
From: JJ Allen, Assistant City Manager
Date: August 20, 2015
Re: Sandridge Luxury Apartments – Development Agreement

I. RECOMMENDED ACTION

Approve the Development Agreement with Clearfield Properties, LLC, and authorize the Mayor's signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

The Sandridge Luxury Apartments project is the culmination of the City's efforts over several years to accomplish redevelopment downtown. The City/CDRA acquired the Clearfield Auto Parts and "pine tree" properties with this long-range goal, and then in 2013 purchased the Taco Time property to be able to control the entire north end of the block. It took more than a year of marketing efforts, but a buyer finally came forward in summer 2014 with an exciting proposal that we hope will be the catalyst for additional redevelopment in the future.

Sandridge Luxury Apartments is a 4-story mixed use building, consisting of 122 residential units, 4,500 square feet of commercial space, a parking garage beneath the building, and amenities for the residents. Zoning for the project is in place (the D-R Downtown Redevelopment Zone), and the Planning Commission has approved the Conditional Use Permit (for the residential component of the project) and the Site Plan. The Planning Commission has also recommended approval of a partial vacation of Depot Street and of the Final Subdivision Plat.

This Development Agreement is required by the D-R Zone, and is one of the final steps of the entitlement process. Some of the key points of the Agreement are as follows:

- The Developer is responsible for public improvements related to the project (modifications to the street, curb, gutter, sidewalk, etc.).
- Summary details of the project are set forth.
- Special attention is given to parking, allowing 1.8 stalls per unit and requiring one covered stall per unit (111 in the parking garage and 11 surface stalls). No on-street parking allowed.

- Building plans shall be consistent with the Site Plan, Elevations, and materials presented to the Planning Commission on August 5, 2015.
- A vinyl fence shall be installed along the south edge of the property.
- 10% of the property will be kept as open space (landscaping, plaza, tot-lot, pergola, etc.).

The City Council reviewed this Development Agreement in a work session on August 18, and the point that generated the most discussion was the amount of commercial space to be included in the Project. ***At this point, the Developer is still exploring how to meet the City's request of 4,500 square feet (as opposed to 3,800 square feet). Because this may affect the final wording of the Development Agreement, it is not attached to this staff report, but will be provided as soon as agreeable wording is worked out.***

III. IMPACT (fiscal, operations, etc.)

The CDRA is selling the property to the Developer for \$450,000. Those funds will be available for reinvestment within the RDA #7 project area.

The project is estimated to cost \$14 Million, though most of it will qualify for the residential tax exemption (45%). As a result, the estimated taxable valuation will be \$7.7 Million. In its current condition, the property has almost zero taxable valuation (mainly because most of it is publicly owned).

The CDRA will capture tax increment in RDA #7 through FY24, so Clearfield City itself will not benefit from new property tax revenue off of this project until FY25. However, we do expect that bringing additional housing to downtown will have a secondary economic impact, as the residents of the project shop for groceries, eat at local restaurants, etc. Other taxes and fees should also see an increase with the growth (e.g. energy sales and use, utility service fees, etc.).

Like any new development, the project will increase the demand on City services. However, impact fees from the project (water, sewer, stormwater, and parks) will help address any new demand for system infrastructure. Operationally, we don't expect that the project will have a significant impact on the workload for the City's various departments.

One item of note is that with the reduced pavement width on Depot Street, traffic flow, pedestrian safety, and plowing snow would be concerns if on-street parking were allowed. For these reasons, one of the conditions is that no on-street parking will be allowed on that stretch of Depot Street.

Perhaps most important of all, though, is that this project should have an impact on other properties in the area. Private investment of this kind in Clearfield should send a message to the development world that Clearfield is beginning a renaissance, and that

the State/Main corridor is ready to redevelop. This is the vision that we've been striving to accomplish, and it's exciting to see some action.

IV. SCHEDULE / TIME CONSTRAINTS

The Developer will close on the purchase of the property on or before September 11, and intends to begin construction within a couple of months. They anticipate having the project substantially complete by the end of 2016.

CLEARFIELD CITY RESOLUTION 2015R-21

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) PROVIDING FOR CLEARFIELD CITY'S PARTICIPATION WITH ADDITIONAL COSTS INVOLVED TO UPGRADE ITEMS ASSOCIATED WITH THE REHABILITATION OF STRUCTURE F-330 (THE 300 NORTH OVERPASS)

WHEREAS, UDOT is rehabilitating structure F-330 (the 300 North Overpass) over the Union Pacific Railroad's and the Utah Transit Authority's active rail corridor; and

WHEREAS, UDOT and Clearfield City desire to include aesthetic improvements to the overpass as part of the project; and

WHEREAS, the City has agreed to participate in the additional cost involved to upgrade to black vinyl-coated fencing and colored concrete coating on the bridge parapets; and

WHEREAS, the City has agreed to pay UDOT for said upgrades according to terms negotiated by the parties; and

WHEREAS, the parties find it necessary and prudent to enter into an Interlocal Cooperative Agreement in order to establish the terms and conditions under which the City will participate with the additional cost associated with the upgrades.

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council that the attached Interlocal Cooperative Agreement with the Utah Department of Transportation providing for Clearfield City's participation with additional cost involved to upgrade items associated with the rehabilitation of structure F-330 (the 300 North Overpass) is hereby approved and the Mayor is duly authorized to execute the agreement with an effective date of _____, 2015.

Passed and adopted by the City Council at its regular meeting on the 25th day of August, 2015.

ATTEST:

CLEARFIELD CITY CORPORATION:

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT made and entered into this _____ day of _____, 20____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **UDOT**, and **Clearfield City Corporation**, hereinafter referred to as the **CITY**.

Witnesseth:

WHEREAS, the **UDOT** is rehabilitating the structure F-330 over the Union Pacific Railroad and the Utah Transit Authority active rail corridor on SR-107 (300 North) from MP 4.0-4.4 in Clearfield City, Utah referred to as Project # F-0107(11)4; and

WHEREAS, **UDOT** and the **CITY** desire to enter into this **COOPERATIVE AGREEMENT** for aesthetic treatments as part of said improvements; and

WHEREAS, the **CITY** has agreed to participate in the additional cost involved to upgrade to black vinyl-coated fencing and colored concrete coating on the bridge parapets and will pay **UDOT** for said upgrades according to the terms herein, and

THIS COOPERATIVE AGREEMENT, is made to set out the terms and conditions where under said payment shall be made

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The **CITY** will participate in the cost of the said improvements as follows:

Item	Cost
Black Vinyl-Coated Fencing (950 ft. approx.)	\$9,650
Concrete Coating (17,160 sq. ft. approx.)	<u>\$22,308</u>
Total	\$31,958
Allowable UDOT Aesthetic Budget (0.75% of contract amount - \$2,333,391)	<u>\$17,500</u>
Difference to be paid to UDOT	\$14,458

2. Within thirty (30) days of full execution of this **COOPERATIVE AGREEMENT**, the **CITY** will pay to **UDOT** a lump sum amount of Fourteen-thousand four-hundred fifty-eight dollars. (\$14,458), said amount being the **CITY's** total contribution to the project for the upgrades described above.

TOTAL TO UDOT IS \$14,458

3. The **UDOT** and the **CITY** are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third

parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

4. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.
5. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
6. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
7. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
8. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.
9. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

CLEARFIELD CITY, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....
RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
PROJECT MANAGER

By: _____
REGION DIRECTOR

Date: _____

Date: _____

APPROVED AS TO FORM:

UDOT COMPTROLLER'S OFFICE

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By: _____
CONTRACT ADMINISTRATOR

Date: _____

CLEARFIELD CITY RESOLUTION 2015R-20

**A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT
WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT)
PROVIDING FOR THE TRANSFER OF MAINTENANCE AND
JURISDICTIONAL RESPONSIBILITIES OF SR-107 (300 NORTH)
BEGINNING AT SR-126 AND ENDING AT CLEARFIELD'S WESTERN
BOUNDARY AT THAT LOCATION (1500 WEST)**

WHEREAS, the Utah Department of Transportation (UDOT) recently completed the SR-193 extension between SR-126 (State Street) in Clearfield and SR-108 (2000 West) in Syracuse, which will be maintained and operated by UDOT; and

WHEREAS, Clearfield City previously committed (subject to structural integrity and satisfactory repair of the highway, including the existing overpass located at approximately 200 West to 400 West in Clearfield) to the transfer of maintenance and jurisdictional responsibilities of SR-107 (300 North) beginning from the east at SR-126 (State Street), and ending at the western boundary of the City (1500 West); and

WHEREAS, UDOT has completed the rehabilitation of the structure F-330 (300 North Overpass) over the Union Pacific Railroad's and the Utah Transit Authority's active rail corridors; and

WHEREAS, the UDOT Region One Director, along with Systems Planning and Programming and the duly appointed officials of the City, concur with the request to transfer the maintenance and jurisdictional responsibilities to the City for the transferred road described herein as part of the Cooperative Agreement; and

WHEREAS, the parties find it necessary and prudent to enter into an Interlocal Cooperative Agreement in order to establish the terms and conditions under which the transfer of the road responsibilities will be performed by UDOT to the City;

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council that the attached Interlocal Cooperative Agreement with the Utah Department of Transportation for the transfer of maintenance and jurisdictional responsibilities of SR-107 (300 North) beginning from the east at SR-126 (State Street) and ending at the western boundary of the City (1500 West) is hereby approved and the Mayor is duly authorized to execute the agreement with an effective date of _____, 2015.

Passed and adopted by the City Council at its regular meeting on the 25th day of August, 2015.

ATTEST:

CLEARFIELD CITY CORPORATION:

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this _____ day of _____, 20__, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**" and **CLEARFIELD CITY**, a municipal corporation of the State of Utah, hereinafter referred to as the "**CITY**",

RECITALS:

WHEREAS, Section 72-4-102 of the Utah State Code provides for "Additions to or deletions from the state highway system – Designation of Highways as state highways between sessions"; and

WHEREAS, the **UDOT** has completed construction of State Route 193 between SR-126 (State Street) in Clearfield and SR-108 (2000 West) in Syracuse to be maintained and operated by **UDOT**; and

WHEREAS, the **CITY** previously committed jointly with West Point City (subject to the structural integrity and satisfactory repair of the highway, including the existing overpass located at approximately 200 West to 400 West in Clearfield) to the transfer of maintenance and jurisdictional responsibilities of SR-107 (300 North) in each of their respective cities—namely, for Clearfield beginning at the east at SR-126 (State Street), and ending at the west boundary of the **CITY** being 1500 West; and

WHEREAS, the **UDOT** has completed the rehabilitation of the structure F-330 over the Union Pacific Railroad and the Utah Transit Authority active rail corridor; and

WHEREAS, the **UDOT** Region One Director, along with Systems Planning and Programming and the duly appointed officials of the **CITY**, concur with the request to transfer maintenance and jurisdictional responsibilities to the **CITY** for the transferred road described herein.

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions whereunder said transfer shall be completed.

Cooperative Agreement
Transfer Portion of SR-107 to Clearfield City Jurisdiction
CLEARFIELD CITY
Davis County

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. A portion of roadway known as SR-107, a distance of approximately 1.50 miles, be deleted from the state highway system and transferred to the jurisdiction and maintenance responsibility of the **CITY** upon concurrence and approval by the Utah Transportation Commission, and be added to the **CITY's** roadway system as 300 North.
2. The **CITY** agrees to accept and be responsible for the maintenance, repairs, and operations of said roadway and appurtenances, including the F-330 structure. All associated services, needs, and costs become the sole responsibility of the **CITY**.
3. In consideration of the current condition of the existing pavement, within 30 days from the date of the execution of this **COOPERATIVE AGREEMENT**, the **UDOT** will make a lump sum payment to the **CITY** in the amount of One-hundred ninety-two thousand two-hundred dollars and zero cents (\$192,200.00). This payment is given to the **CITY** to assist in its near term pavement maintenance efforts as it assumes sole responsibility of SR-107/300 North in Clearfield.

TOTAL TO CLEARFIELD CITY IS \$192,200.00

4. The **UDOT** and the **CITY** are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
5. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.
6. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
7. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.

Cooperative Agreement
Transfer Portion of SR-107 to Clearfield City Jurisdiction
CLEARFIELD CITY
Davis County

8. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
9. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.
10. Each party represents that it has the authority to enter into this Agreement.

Cooperative Agreement
Transfer Portion of SR-107 to Clearfield City Jurisdiction
CLEARFIELD CITY
Davis County

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above-written.

**ATTEST: CLEARFIELD CITY, a
Municipal Corporation of the State of
Utah**

By: _____

By: _____

Title: Clearfield City Clerk

Title: Mayor, Clearfield City

Date: _____

Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:

**UTAH DEPARTMENT OF
TRANSPORTATION:**

Region Director

Executive Director

Date: _____

Date: _____

ATTORNEY GENERAL'S OFFICE:

UDOT COMPTROLLER'S OFFICE:

Assistant Attorney General

Contract Administrator

Date: _____

Date: _____

CLEARFIELD CITY RESOLUTION 2015R-19

A RESOLUTION REGARDING THE INTENT TO ANNEX CERTAIN AREAS IN CLEARFIELD UTAH INTO THE NORTH DAVIS FIRE DISTRICT, DESCRIBING THE BOUNDARIES OF THE AREAS TO BE ANNEXED AND THE SERVICES TO BE PROVIDED WITHIN THE AREAS TO BE ANNEXED, PROVIDING FOR THE HOLDING OF A PUBLIC HEARING ON SAID ANNEXATIONS, PROVIDING FOR THE GIVING OF NOTICE OF THE HOLDING OF SUCH PUBLIC HEARING, AND RELATED MATTERS.

WHEREAS, by Resolution No. 2004R-25 duly adopted on October 12, 2004, the Clearfield City Council (the "*Council*") acting as the Governing Body, created the North Davis Fire District (the "*District*") to provide fire protection, emergency medical and ambulance services and consolidated 911 services, as authorized by Article XI, Section 7 of the Utah Constitution and by the Utah Special Service District Act, Title 17A, Chapter 2, Part 13, Utah Code Annotated 1953, now known as the "Special Service District Act," Title 17D, Chapter 1, Utah Code Annotated, 1953 (the "*Act*"); and

WHEREAS, it appears to the Council that the public health, convenience and necessity require the annexation to the District of the geographical areas hereinafter described (the "*Annexed Area*") pursuant to the Act and Article XI, Section 7 of the Utah Constitution; and

WHEREAS, the Annexed Area contains property within the boundaries of Clearfield, Utah;

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council, acting both as the legislative body for the municipality as well as the Governing Body of the North Davis Fire District that:

Section 1. The public health, convenience and necessity require annexation to the District of the Annexed Area pursuant to the provisions of the Act and Article XI, Section 7 of the Utah Constitution.

Section 2. The boundaries of the Annexed Area are as described in the Notice of Intention set forth in Section 6 hereof, as well as in Exhibit "A" attached hereto.

Section 3. The District shall provide fire protection, emergency medical and ambulance services and consolidated 911 services within the Annexed Area pursuant to agreements with and authorization granted from the Military Installation Development Authority for the State of Utah.

Section 4. A public hearing on the question of the annexation to the District of the Annexed Area shall be held by the Council at its regular meeting place in the 3rd floor City Council Chambers of the Clearfield Municipal Building, located at 55 South State Street, Clearfield, Utah at 7:00 p.m. on October 6, 2015 at which time and place all interested parties may appear and be heard either in support of or in opposition to the proposed annexation to the

District of the Annexed Area as more fully set forth in the Notice of Intention set forth in Section 6 hereof.

Section 5. Notice of the intention of the Council to annex to the District the Annexed Area shall be given by the City Recorder through the publication of a Notice of Intention in the Standard Examiner, a newspaper published and having general circulation in Clearfield City and the District, once a week during four consecutive weeks, the final publication to be not less than five (5) days nor more than twenty (20) days prior to the public hearing. Notice of the intention of the Council to annex to the District the Annexed Area shall also be given by the City Recorder in accordance with § 45-1-101 of the Utah Code for thirty-five (35) days before the date of the public hearing.

Section 6. The notice to be so given shall be in substantially the following form:

**NOTICE OF INTENTION TO ANNEX CERTAIN AREAS TO THE
NORTH DAVIS FIRE DISTRICT,**

NOTICE is hereby given to all persons interested that on August 25, 2015, the City Council of Clearfield City (the "*Council*"), acting as both the legislative body for the municipality as well as the Governing Body of the North Davis Fire District, adopted a resolution stating its intent to annex certain areas (the "*Annexed Area*") to the North Davis Fire District (the "*District*"), which District was established for the purpose of providing fire protection, emergency medical and ambulance services and consolidated 911 services within the area thereof and declaring that the public health, convenience and necessity require the annexation of the Annexed Area, and providing for the holding of a public hearing on the proposed annexation of the Annexed Area to the District (the "*Public Hearing*").

The Public Hearing will be held at the regular meeting place of the Council in the 3rd floor City Council Chambers of the Clearfield Municipal Building, located at 55 South State Street, Clearfield, Utah at 7:00 p.m. on October 6, 2015.

The boundaries of the Annexed Areas are as described below:

Commencing at the South Quarter Corner of Section 36, Township 5 North, Range 2 West, Salt Lake Base & Meridian; and running thence North 00°45'16" East 2,644.54 feet along the Quarter Section line, being the East boundary of the Existing Corporate Limits of Clearfield City, to the Center of said Section 36; thence South 89°18'07" East 704.40 feet along said the Quarter Section line; thence South 00°28'06" West 88.84 feet to a point on the East line of the Enhanced Use Lease Boundary as shown on that certain A.L.T.A/A.C.S.M Survey prepared by Great Basin Engineering, (Davis County Surveyor, Filing Number 5640); thence, along the Easterly Boundary of Said Property the following three courses as follows: (1) South 00°28'06" West 1,431.94 feet to a point of curvature; (2) Southerly along the arc of a 300.16 feet curve to the left a distance of 211.39 feet (Central Angle equals 40°21'04" and Long Chord bears South 19°42'26" East 207.05 feet) to the point of curve of a non-tangent curve of which the

radius point lies North 78°39'57" East; and (3) Southerly along the arc of a 1,296.68 foot radius curve to the left a distance of 133.28 feet (Central Angle Equals 05°53'21", and Long Chord bears South 14°16'43" East 133.22 feet) to the point of curve of a non-tangent curve of which the radius point lies North 72°46'35" East; thence Southeasterly along the arc of a 1,296.68 foot radius curve to the left a distance of 260.02 feet (Central Angle Equals 11°29'22", and Long Chord bears South 22°58'07" East 259.59 feet) to the point of curve of a non-tangent curve of which the radius point lies North 61°17'17" East being on the East line of the Enhanced Use Lease Boundary as shown on that certain A.L.T.A/A.C.S.M Survey prepared by Great Basin Engineering, (Davis County Surveyor, Filing Number 5640); thence two (2) courses along said East Property line as follows: (1) Southeasterly along the arc of a 1,296.68 foot radius curve to the left a distance of 23.08 feet (Central Angle Equals 01°01'12", and Long Chord bears South 29°13'19" East 23.08 feet) to the point of curve of a non-tangent curve of which the radius point lies North 64°23'12" East; and (2) Southeasterly along the arc of a 1,296.00 foot radius curve to the left a distance of 755.88 feet (Central Angle Equals 33°25'01", and Long Chord bears South 42°19'19" East 745.21 feet) to the South line of Section 36; thence North 89°14'22" West 1,443.85 feet along said South line to the Point of Beginning.

Contains 49.743 Acres

The services proposed to be provided within the Annexed Area include, fire protection, emergency medical and ambulance services and consolidated 911 services within the Annexed Area pursuant to agreements with and authorization granted from the Military Installation Development Authority for the State of Utah.

The District may annually levy taxes upon all taxable property within its boundaries and may impose fees and charges to help pay for all or a part of the fire protection, emergency medical and ambulance services and consolidated 911 services to be provided by the District. The taxable property in the Annexed Area, if annexed to the District, will become subject to the District's then currently authorized uniform tax levy for District services and for payment of the District's outstanding indebtedness.

All interested parties may appear before the Council at the above time and place and be heard either in support of or in opposition to the proposed annexation of the Annexed Area to the District. In order to protest against the proposed annexation of the Annexed Area to the District, each protest shall be filed in writing to the Council by submitting such to the Clearfield City Recorder in accordance with Section 17D-1-206 of the Utah Code and must explain why the person is protesting. All protests shall be filed no later than sixty (60) days after the Public Hearing to be held on October 6, 2015. At the Public Hearing, the Council shall give full consideration to all protests which have been filed and will hear and consider all interested persons desiring to be heard. After the conclusion of the Public Hearing and after the time for filing any protests, the Council shall adopt a Resolution either ordering the annexation of the Annexed Area to the District or determining that such annexation should be abandoned.

If within sixty (60) days after the hearing adequate protests have not been filed with the City Recorder as required by law, the Council may adopt a Resolution annexing the Annexed Area into the District.

Section 17D-1-212 of the Utah Code Annotated 1953, as amended, provides that a person may file an action in District Court challenging the annexation if

- (a) the person filed a written protest under Section 17D-1-206;
- (b) the person
 - (i) is a registered voter within the District and alleges in the action that procedures used to annex the Annexed Area into the District violated applicable law; or
 - (ii) is an owner of property in the Annexed Area and alleges in the action that the person's property will not be benefitted by a service the District provides or that the procedures used to annex the Annexed Area into the District violated applicable law; and
- (c) the action is filed within thirty (30) days after the date that the Clearfield City Council adopts a resolution or ordinance annexing the Annexed Area into the District.

Any person who fails to file an action in District Court within thirty (30) days after the adoption of a resolution by the Clearfield City Council annexing the Annexed Area into the District, may not contest the annexation.

GIVEN by order of the City Council of Clearfield City, this 25th day of August, 2015.

Clearfield City Corporation

Nancy Dean, City Recorder

Section 7. This Resolution shall take immediate effect upon its adoption and approval.

ADOPTED AND APPROVED this 25th day of August, 2015.

Clearfield City Corporation

By: Mark Shepherd, Mayor

Attest:

Nancy Dean
City Recorder

[SEAL]

VOTE OF THE COUNCIL

AYE:

NAY:

Staff Report



To: CDRA Board of Directors

From: JJ Allen, Assistant City Manager

Date: August 20, 2015

Re: Sandridge Luxury Apartments – Tax Increment Participation Agreement

I. RECOMMENDED ACTION

Approve the Tax Increment Participation Agreement with Clearfield Properties, LLC, and authorize the Chair's signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

The Sandridge Luxury Apartments project is the culmination of Clearfield's efforts over several years to accomplish redevelopment downtown. The City/CDRA acquired the Clearfield Auto Parts and "pine tree" properties with this long-range goal, and then in 2013 purchased the Taco Time property to be able to control the entire north end of the block. It took more than a year of marketing efforts, but a buyer finally came forward in summer 2014 with an exciting proposal that we hope will be the catalyst for additional redevelopment in the future.

Sandridge Luxury Apartments is a 4-story mixed use building, consisting of 122 residential units, 4,500 square feet of commercial space, a parking garage beneath the building, and amenities for the residents. In order to make the project financially viable, the Developer has requested a tax increment incentive. Some of the key points of the Agreement are as follows:

- The incentive is post-performance. The Developer will not receive any payment of tax increment until after the project is built, taxes are paid, and increment is received by the CDRA.
- The incentive is contingent upon the Developer's timely performance of the terms of the Development Agreement.
- The project is estimated to cost \$14 Million, and the residential discount would put the taxable value at approximately \$7.7 Million (exact amount to be determined annually by the County Assessor).
- The project should be substantially complete by the end of 2016. If so, the first taxes would be paid by November 30, 2017, and the CDRA would receive the first distribution of tax increment from the project in the spring of 2018. The

CDRA would be required to make the incentive payment to the Developer within 30 days thereafter (and then annually at the same time).

- The Developer will receive 100% of the “available tax increment” for the remainder of the life of the RDA #7 project area. That amount is what remains available after 1) the CDRA has received the distribution from the County, and 2) the CDRA retains 5% for administrative costs.

Because RDA #7 expires after Tax Year 2023 (Fiscal Year 2024), the Developer will at most benefit from seven years of incentive payments, assuming the first payment is made in 2018. By that time, the Davis School District will no longer be participating in RDA #7 (i.e. we will be in the extension years of haircut recapture). Based on these factors, the estimated annual payment to the Developer will be about \$52,000. Over seven years, it would be about \$365,000.

Because the timeframe is short, the School District won't be participating, and the project is a good match to the City's vision for downtown, staff is supportive of providing the Developer with 100% of the available tax increment. The CDRA Board reviewed this Tax Increment Participation Agreement in a work session on August 18, and after some discussion, it seemed that the Board felt comfortable with this proposal.

III. IMPACT (fiscal, operations, etc.)

The CDRA is selling the property to the Developer for \$450,000. Those funds will be available for reinvestment within the RDA #7 project area, and could be utilized to encourage other redevelopment opportunities.

The project is estimated to cost \$14 Million, though most of it will qualify for the residential tax exemption (45%). As a result, the estimated taxable valuation will be \$7.7 Million. In its current condition, the property has almost zero taxable valuation (mainly because most of it is publicly owned).

The CDRA will capture tax increment in RDA #7 through FY24. Most of the increment from this project will be paid out to the Developer, but 5% will be retained for administrative costs. This could be about \$2,500 per year.

Perhaps most important of all, though, is that this project should have a positive impact on other properties in the area. Private investment of this kind in Clearfield should send a message to the development world that Clearfield is beginning a renaissance, and that the State/Main corridor is ready to redevelop. This is the vision that we've been striving to accomplish, and it's exciting to see some action.

IV. SCHEDULE / TIME CONSTRAINTS

The Developer will close on the purchase of the property on or before September 11, and intends to begin construction within a couple of months. They anticipate having the project substantially complete by the end of 2016.

CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

RESOLUTION 2015R-05

A RESOLUTION APPROVING THE PARTICIPATION AGREEMENT WITH CLEARFIELD PROPERTIES, LLC, PROVIDING FOR THE USE OF TAX INCREMENT FINANCING FOR THE REIMBURSEMENT OF CONSTRUCTION COSTS FOR PROJECT AND PUBLIC 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. 91-4 dated April 9, 1991), the West Side Central Business District Redevelopment Project Area Plan providing for the redevelopment of real property located within the Project Area and the future uses of such land, which Project Area Plan has been filed with both Clearfield City and the Agency; and

WHEREAS, The Project Area has an original expiration year of Tax Year 2016, and an extension (“haircut”) expiration year of Tax Year 2023; and

WHEREAS, Clearfield Properties, LLC, (the “Developer”) is bringing forward a key downtown redevelopment project which would develop an approximately 2.3-acre portion of real property located within the Project Area that is now or will be owned by the Developer; and

WHEREAS, the Developer has agreed to develop with the Improvements and Public Improvements (as defined by the Participation Agreement) for the Site in accordance with the uses specified in the Project Area Plan and the Agreement; and

WHEREAS, the Agency believes that the development of the Site pursuant to the provisions of the Redevelopment Plan and this Agreement is in the vital and best interests of the Agency and is in the best interest of the health, safety and welfare of City residents, and is in accordance with the public purposes and provisions of the applicable State laws and requirements under which the Project Area was created; and

WHEREAS, the Agency finds that this key downtown redevelopment project warrants assistance in the form of tax increment financing participation; and

WHEREAS, the Agency and the Developer find it necessary and prudent to enter into an agreement to establish the terms and conditions under which tax increment financing participation will occur;

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

That the Participation Agreement with Clearfield Properties, LLC, providing for the use of tax increment financing for the reimbursement of a specified portion of construction costs for project infrastructure improvements associated with the development of the Sandridge Luxury Apartments 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 August 25, 2015.

ATTEST

CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY

Nancy R. Dean, Secretary

Bruce Young, Chair

VOTE OF THE BOARD

AYE:

NAY: