

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
January 21, 2020 – WORK 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

6:00 P.M. CDRA WORK SESSION

Discussion on the Lifetime Products Development and Tax Increment Financing (TIF)
Participation Agreement

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

CITY COUNCIL WORK SESSION

Discussion on Appointments to the Parks and Recreation Commission

Discussion on Motor Vehicle Sales – Temporary Land Use Regulation

Discussion on the 2020 Council Priorities

*****ADJOURN AS THE CITY COUNCIL*****

Dated this 16th day of January, 2020.

/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.



STAFF REPORT

TO: CDRA Board of Directors
FROM: Summer Palmer, Assistant City Manager
MEETING DATE: January 21, 2020
SUBJECT: Lifetime Products Development and TIF Participation Agreement

RECOMMENDED ACTION

Approve Resolution ___ approving the Development and TIF Participation Agreement with Lifetime Products, and authorize the Chair's signature to any necessary documents.

DESCRIPTION /BACKGROUND

The Lifetime Products CRA was created for the primary purpose of capturing tax increment to help Lifetime offset the costs of building their expansion here in Clearfield, Lifetime Products has other potential expansion locations. Due to the high land costs of the Freeport Center, expanding in Clearfield is more cost-prohibitive than the other locations. But for the creation of the CRA and the public participation, the expansion would likely not occur in the City. Furthermore, losing the expansion may have greater long-term circumstances, as Lifetime may move additional facilities currently in the Freeport Center. This Participation Agreement sets forth the provisions under which the Agency (the Clearfield CDRA) will reimburse Lifetime for building costs associated with the expansion.

The Budget and Interlocal Agreements for the Lifetime Products CRA, approved by The Board in July of 2019, calls for 75% of the tax increment generated within the project area to be captured, with the remaining 25% flowing through to the taxing entities for no more than 15 years or until the increment payments reach the cap of \$4,227,271. As the budget projects, annual funds to the Agency of \$287,130, the Agency must earmark 10% of its revenue for affordable housing. In addition, pursuant to the Interlocal Agreement with Davis County for the Project Area, 5% of the tax increment revenue collected by the Agency from Davis County must be put towards defraying the County's administrative costs associated with managing the Area's distribution of tax increment revenues. Finally, pursuant to the Project Area Budget, the Agency will use 5% of the total tax increment revenue it collects to offset its own administrative costs.

CORRESPONDING POLICY PRIORITY (IES)

This item corresponds directly to the policy priority of Improving Clearfield's Image, Livability, and Economy.

FISCAL IMPACT

The total net benefit to the taxing entities of participating in the Project Area is \$1,652,452, with the City's net benefit being \$598,352.

ALTERNATIVES

These CRA Plan and Budget and all the corresponding Interlocal Agreements have already been approved at the CDRA's request. If the Board would like to make alteration to the arrangement, we would need to re-visit the plan with the participating agencies.

SCHEDULE / TIME CONSTRAINTS

Lifetime would like to start construction of the expansion in the spring of 2020. We would like to have this agreement executed prior to them moving forward with their project.

LIST OF ATTACHMENTS

- Lifetime Products Development and TIF Agreement

DEVELOPMENT AGREEMENT

(Lifetime Products Community Reinvestment Area – Lifetime Products, Inc.)

This Development Agreement (the “Agreement”) is executed this ____ day of _____, 2019, by and between the **Clearfield Community Development and Renewal Agency** (the “Agency”), a community development and renewal agency and political subdivision of the State of Utah, with its principal office located at 55 State St, Clearfield, UT 84015, and **Lifetime Products, Inc.**, an incorporated Company, with its principal offices located at Building D12, Freeport Center, Clearfield, UT 84016 (the “Developer”, or “Lifetime Products”) (together with the Agency, collectively the “Parties”).

RECITALS

WHEREAS, the Clearfield City Council created the Agency to help facilitate and promote economic development and redevelopment in Clearfield City (the “City”); and

WHEREAS, although laws governing the Agency have changed over time, the Agency continues to function and operate under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code (the “Act”); and

WHEREAS, the Agency is authorized and empowered under the Act to undertake various community development activities pursuant to the Act, including, among other things, assisting the City in development activities; and

WHEREAS, the Agency created the Lifetime Products Community Reinvestment Area (the “Project Area”) through the adoption of the Project Area Plan and Project Area Budget for the Project Area on October 9, 2018 by Resolution No. 2018R-04 (the “Project Area Plan”), and Resolution No. 2018R-05 (the “Project Area Budget”) and by amending an existing project area (RDA #6) through Resolution No. 2018R-06. Additionally, the Clearfield City Council passed and approved Ordinance No. 2018-18, an Ordinance Adopting the Project Area Plan for the Lifetime Products Community Reinvestment Area as the Official Community Reinvestment Plan for the Lifetime Products Community Reinvestment Area and Ordinance 2018-19 adopting the amendments to the official plan for RDA #6; and

WHEREAS, the proposed Lifetime Products expansion, as described in the Project Area Plan (**Exhibit A**), will be located within the Project Area; and

WHEREAS, the Lifetime Products expansion will increase the assessed valuation of the Project Area, City, and Davis County (the “County”), provide additional jobs, and promote the retention of Lifetime Products’ presence within the City; and

WHEREAS, the City and Agency wish to pursue and support the most viable and impactful opportunities for development within the City, which include developments that will boost the City’s tax revenues, create jobs, and stimulate the local economy; and

WHEREAS, Lifetime Products wishes to maintain its presence within the City and within the Freeport Center specifically, although due to the high land costs of the Freeport Center expanding in Clearfield is more cost-prohibitive than the other locations. Lifetime Products has, therefore, other potential expansion locations. The Project Area was created to offer public participation to Lifetime Products requisite to secure the location of their expansion to be within the City and Project Area; and

WHEREAS, public participation is estimated to bring a significant net benefit to the taxing entities over the 15-year life of the Project Area; and

WHEREAS, the Developer requires support from the Agency in order to make the Freeport Center a competitive location for its expansion; and

WHEREAS, the Agency finds that the provisions of this Agreement facilitate the development of the property and ensures the long-term economic success of the Project Area and City by creating new employment opportunities and increasing the City's tax base; and

WHEREAS, this Agreement sets forth the terms under which the Agency will assist the Developer within the Project Area.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants of the Parties as hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Agency and Developer mutually agree as follows:

1. **Background.** The following documents provide background and context to the provisions of this Agreement:
 - 1.1. **Project Area Plan.** The Agency and the Clearfield City Council approved and adopted the Project Area Plan for the Lifetime Products Community Reinvestment Area as the Official Plan (the "Project Area Plan"). The Agency approved and adopted the Project Area Budget for the Lifetime Products Community Reinvestment Area as the Official Budget for the Lifetime Products Community Reinvestment Area ("Project Area Budget"). The Project Area Plan and Budget are attached to this Agreement as **Exhibit A** and **Exhibit B** and are incorporated herein by reference. The Project Area Plan includes a legal description and map of the Lifetime Products Community Reinvestment Area (the "Project Area"). The Developer's plans to develop the property within the Project Area pursuant to the Project Area Plan and Budget in this Agreement and also known as the Lifetime Products Expansion Development shall be referred to as the "Development," the "Project," or the "Expansion." The Development's property is located within the Project Area. The legal description of the Project Area is included in both the Project Area Plan and Budget's appendices.

- 1.2. **Development Plan.** Developer has submitted to the City its Development Plan for the proposed Lifetime Products Expansion Development. The Development Plan is attached to this Agreement as **Exhibit C** and is incorporated herein by reference.
2. **Findings.** The Agency makes the following findings regarding the Project Area and this Agreement:
 - 2.1. The Agency finds that the Clearfield City Council created the Agency to help facilitate and promote economic development and redevelopment in the City.
 - 2.2. The Agency finds that it is authorized and empowered under the Act to undertake various community development activities pursuant to the Act, including, among other things, assisting the City in development activities; and
 - 2.3. The Agency finds that the Project Area was created for the purposes of developing the Project Area.
 - 2.4. The Agency finds that this Agreement provides for development activities within the community, including the encouragement, promotion, or provision of said development within the Project Area.
 - 2.5. The Agency finds that this Agreement fulfills the primary objectives of the Project Area Plan developing the Project Area and creating jobs.
 - 2.6. The Agency finds that the development of the Project Area as set forth in this Agreement is in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable State laws and requirements under which the Project Area has been established.
 - 2.7. The Agency finds that the development of the Project Area will enhance the overall living environment and will improve the economic vitality of the Project Area, which will benefit the City, the County, and the State.
 - 2.8. The Agency finds that the tax increment (defined as the incremental property tax revenue generated through development within a project area and received by the Agency through the participation of taxing entities) must be used to directly benefit the Project Area and that supporting the Development is the best use for this tax increment.
 - 2.9. The Agency finds that the tax increment financing provided in this Agreement is necessary and appropriate to accomplish the goals and objectives of the Project Area Plan.
 - 2.10. The Agency finds that the Development proposed in this Agreement would not likely occur without assistance from the Agency and that the Developer is more likely to remain within the Project Area, City, and state with assistance from the Agency.

- 2.11. The Agency finds that promising support for the Development with tax increment that will be generated by the Expansion promotes economic development while still shielding the Agency and City from risk.
- 2.12. The Agency finds that financial assistance to the Developer is needed to enable the development and vitality of the Project Area and needed to promote the highest and best use for the Project Area.
- 2.13. The Agency finds that the use of tax increment is further justified in this Agreement as a means to assist the Developer with additional costs related to developing within the Freeport Center, whose land prices have risen significantly and made Lifetime Products' expansion in the area prohibitive without support from the Agency.
- 2.14. The Agency finds that this Development has the potential to provide a positive impact within the Project Area, and the City as a whole, by enhancing an important economic base that benefits the entire City.
- 2.15. The Agency finds that the projected revenues and benefits from Developer's proposed Development of the Project Area will exceed the amount of financial assistance provided to Developer pursuant to this Agreement. *See Project Area Budget Section 5: Cost/Benefit Analysis in **Exhibit B**.*
- 2.16. The Agency anticipates the creation of 150 new, full-time equivalent jobs within the City as a result of the Project.
- 2.17. The Agency finds that there is significant value for the City as a whole in assisting in the development of the Expansion.
3. **Developer Obligations – General.** The Developer agrees to do the following as it develops the Project:
 - 3.1. **Compliance with Agreement, Project Area Plan, and the Development Plan.** Developer agrees to develop the Project according to the requirements of this Agreement, the Project Area Plan, and the Development Plan.
 - 3.2. **Development Processes.** Developer shall comply with all of the City's standard requirements for developing property. Developer acknowledges that the Agency's role as a party to this Agreement is separate and distinct from the Clearfield City Planning Commission's and the Clearfield City Council's roles in the development approval process. Developer shall comply with all City zoning, site plan, conditional use permit, building permit, fee payment and other development requirements. Developer recognizes and agrees that there is no commitment from the Clearfield Planning Commission or the Clearfield City Council to approve any specific development proposal for the development of the Lifetime Products Expansion Development, since each development proposal must stand on its own merits and be judged according to applicable laws.

- 3.3. **Payment of Taxes, Fees and Licenses.** Developer (or its approved successors in title) must pay and be current on any and all real property taxes and other ad valorem taxes and assessments assessed against any portion of the Project Area owned or controlled by Developer or one of its affiliates or subsidiaries. Developer shall also pay any other applicable tax, fee or license assessed against Developer in the Project Area when due. This provision shall not be interpreted to prevent Developer from contesting any assessed tax or fee, provided that it contests the tax or fee in good faith and by proper proceedings.
- 3.4. **Maintenance of Property; Insurance.** Developer shall keep the Lifetime Products Expansion and all landscaping, parking areas, structures, signs, and fixtures in the Project Area in a neat and attractive condition. Developer shall maintain, with financially sound and reputable insurance companies, insurance on the Development and the property in such amounts as Developer deems proper in accordance with sound business practices, for such risks as are usually insured against in the same general area by companies engaged in the same or a similar business.
- 3.5. **Construction.** Developer agrees that it shall promptly begin and diligently prosecute to completion the Development, subject to reasonable commercial expectations and conditions.
- 3.6. **Access to Site.** Developer's work on and completion of the Project shall be subject to inspection by representatives of the Agency and the City as provided under State and local law and this Agreement. Developer shall permit access to the Project by the Agency and the City for purposes of inspection, and, to the extent necessary, to carry out the purposes of this Agreement. Except as required under extraordinary circumstances, inspections shall be made during reasonable business hours in accordance with standard City and Agency policies and standard project safety guidelines.
4. **Developer's Applicable Performance Obligations – Construction Completion, Job Creation Standards, Economic Performance Standards, and Location Standards.** Developer acknowledges that its redevelopment of the property must meet certain minimum requirements. The Agency has conditionally agreed to make a distribution as outlined in this section and in return, the Developer agrees to do the following:
- 4.1. **Development of the Property.**
- 4.1.1. **Construction.** Developer shall commence construction of the Lifetime Products Expansion Development no later than 12 months after requisite approvals and contracts are obtained. The construction of the property shall be completed on or before 2 years from the date of start of construction (the "Project Completion Date") unless otherwise agreed to in writing by the parties.
- 4.1.2. The construction of the property must be in compliance with this Agreement, the Project Area Plan, the Development Plan, and all other state, federal, and local rules, regulations, and ordinances.

- 4.1.3. **Development Commitment.** Developer will construct a distribution facility within the Lifetime Products Community Reinvestment Area that is at least 600,000 square feet. This Development will meet the objectives and purposes of the Project Area Plan.
- 4.2. **Applicable Performance Obligations.** The obligations outlined in Section 4.1 of this Agreement shall be known as the Developer’s “Applicable Performance Obligations.” The Applicable Performance Obligations are material obligations the breach of which shall constitute a default under this Agreement and may negate obligations to pay Public Support, as defined below in Section 5.1.3 of this Agreement.
5. **Agency Payment of Available Tax Increment to Developer.** Provided that the Developer meets the Applicable Performance Obligations set forth above, the Agency shall pay Tax Increment from the Project Area, if available, to Developer according to the terms set forth herein.
- 5.1. **Distribution.** The Agency will remit a certain portion of property tax increment to the Developer. The completion of the Lifetime Products Expansion Development and the Developer’s payment of their own property tax on the property within the Project Area will generate the actual property tax increment.
- 5.1.1. **Interlocal Agreements.** The Agency has secured future tax increment revenues from the various taxing entities (Davis County, Davis County School District, Clearfield City, Mosquito Abatement District – Davis, North Davis Fire District, North Davis Sewer District, and the Weber Basin Water Conservancy District) within the Project Area. According to each of the interlocal agreements, the Agency may collect 75% of the property tax increment generated within the Lifetime Products Community Reinvestment Area for 15 years (Only Davis County School District has a cap amount of \$2,270,873 of tax increment revenue it will participate). No other taxing entities’ interlocal agreement includes a cap amount on their participation. The Agency has agreed to trigger the Project Area to collect tax increment no later than 2021.
- 5.1.2. **Agency Obligations.** The Agency cannot use 100% of the tax increment revenue it collects to support the Developer. Pursuant to Utah Code Ann. § 17C-5-307(3), the Agency shall allocate 10% of the project area funds for housing in accordance with Utah Code Ann. § 17C-1-412, if the community reinvestment project area budget provides for more than \$100,000 of annual project area funds to be distributed to the agency. As the budget projects annual funds to the Agency of \$287,130, the Agency must earmark 10% of its revenue for affordable housing. In addition, pursuant to the Interlocal Agreement with Davis County for the Project Area, 5% of the tax increment revenue collected by the Agency from Davis County must be put towards defraying the County’s administrative costs associated with managing the Area’s distribution of tax increment revenues. Finally, pursuant to the Project Area Budget, the Agency will use 5% of the total tax increment revenue it collects to offset its own administrative costs.

- 5.1.3. **Public Support.** The tax increment revenues left to the Agency (after accounting for the affordable housing requirement, the County's administration fee, and the Agency's administration costs) makes up about 84% of the total revenue received by the Agency and shall be known here after as "Public Support." If the Developer meets the Applicable Performance Obligations, the Agency shall remit to the Developer the Public Support, which accounts for 84% of the tax increment revenue it receives annually. The Agency shall remit the Public Support payments to the Developer within 30 days from receiving the tax increment revenues from the County (which calculates, collects, and distributes property tax revenues). The County typically distributes property tax revenues in March. The Agency shall pay the Public Support from the first year it collects tax increment until the year Project Area expires after 15 years of collecting tax increment. The Agency is only responsible for paying property tax increment it actually collects from the County.
6. **Default.** If the Developer defaults or breaches any of its obligations contained in this Agreement and does not timely cure such default or breach as provided in this Agreement, then Agency is not obligated to provide the Developer with Public Support.
- 6.1. **Cure.** In the event of any default or breach of this Agreement or any of its terms, covenants or conditions by any Party hereto, such party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and in any event, do so within fifteen (15) calendar days after receipt of such notice unless a longer period of time is agreed to by the Parties in writing. In case such action is not taken, or diligently pursued, or the default or breach shall not be cured or remedied within the time period provided above, the aggrieved party may institute such proceedings as may be necessary or desirable, at its option, to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. In the event of any default in or breach of this Agreement by the Developer or the Agency which is not cured within the time limits contained in this Agreement, the non-defaulting Party may, at its option, take such action as allowed by law, in equity and/or provided for in this Agreement. Any delay by the Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.
- 6.2. **Extensions by Agency.** The Agency may in writing extend the time for the Developer's performance of any term, covenant or condition of this Agreement or permit the curing of any default upon such terms and conditions as may be mutually agreeable to the parties, provided, however, that any such extension or permissive curing of any particular default shall not operate to release any of the Developer's obligations nor constitute a waiver of the Agency's rights with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement.
- 6.3. **Remedies Cumulative/Non-Waiver.** The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any Party of any one or more of such remedies shall not preclude the exercise

by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. No waiver made by any Party with respect to the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

7. **Indemnification.** The Developer shall indemnify and hold the City, the Agency and their officers, officials, members, employees, agents and volunteers harmless from and against all claims, damages, losses and expenses (including attorney's fees), including costs relating to environmental clean-up or non-compliance, arising out of or resulting from the Developer's acts or failures to act in performing this Agreement and completing the Project. The Developer shall not be liable for the Agency's own negligent acts.

8. **General Provisions.**

8.1. **Conflict of Interest – Agency.** No member, official, employee, consultant, or agent of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested.

8.2. **Notices.** All notices, requests and demands to or upon the respective Parties hereto shall be deemed given or made when emailed, faxed, personally delivered, or deposited in the mail with postage prepaid, to the Party at the contact information set forth at the beginning of this Agreement or to such other address as may hereafter be designated in writing by the respective Parties here.

8.3. **Lawful Agreement.** The Parties represent that they have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation and that the parties signing this agreement are authorized by their respective entities to enter into this agreement.

8.4. **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

8.5. **Time of Essence.** Time shall be of the essence of this Agreement.

8.6. **Attorney's Fees.** If any Party retains, uses or consults an attorney because of the default, breach or failure to perform of any other party to the Agreement, or to enforce or defend its rights pursuant to this Agreement, then the non-breaching or non-defaulting Party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated. If the matter is litigated, the Party prevailing in any litigation shall also be entitled to a reasonable attorney's fee.

- 8.7. **Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
- 8.8. **No Presumption.** Both Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any Court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.
- 8.9. **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.
- 8.10. **No Assignment.** This Agreement shall not be pledged or assigned without the prior written consent of the other Party except the Agency may assign the Agreement to the City without prior approval from the Developer.
- 8.11. **Binding Agreement.** This Agreement shall be binding on the heirs, personal representative, successors, administrators and assigns of each of the parties.
- 8.12. **Integrated Contract.** The Parties acknowledge and agree that this Agreement, including the attached exhibits and referenced documents, constitutes a complete integrated contract between the parties and is intended to be the final expression of their agreement.
- 8.13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Said counterparts may be transmitted by one Party to the other by facsimile or electronic mail.
- 8.14. **Severability.** In the event that any provision of this agreement, less than the entire agreement, is held invalid by a court of competent jurisdiction, this agreement shall be deemed severable, and such finding of invalidity shall not affect the remaining provisions of this agreement.
- 8.15. **CDRA Approval.** This Agreement is not binding and will not take effect until it has been approved by the Board of the Agency.

SIGNED and ENTERED INTO this _____ day of _____, 2019.

CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY

By:

ATTEST:

DEVELOPER

By:

&

By:

STATE OF UTAH)

:SS

COUNTY OF DAVIS)

On the ____ day of _____, 2019, before me personally appeared _____ to me personally known to be the _____ of _____ the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.

NOTARY PUBLIC

(Seal)

My commission expires: _____

Residing at: _____

STATE OF UTAH)

:SS

COUNTY OF DAVIS)

On the ____ day of _____, 2019, personally appeared before me MARK SHEPHERD and NANCY DEAN, who, being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of the Clearfield City, Utah, a municipal corporation and political subdivision of the State of Utah and that the within and foregoing instrument was signed on behalf of said City and the said MARK SHEPHERD and NANCY DEAN acknowledged to me that said City executed the same.

NOTARY PUBLIC

(Seal)

My commission expires: _____

Residing at: _____

Development Agreement – Lifetime Products Expansion Development

Exhibit A

Project Area Plan

Exhibit B

Project Area Budget

Exhibit C

Development Plan



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Eric Howes, Community Services Director
MEETING DATE: January 21, 2020
SUBJECT: Parks & Recreation Commission Appointments

RECOMMENDED ACTION

Staff is recommending that Andrea Bush be moved from her position as an alternate member of the Parks & Recreation Commission (PRC) to a regular member of the commission. Additionally, staff recommends that a member of the Youth Commission be appointed as the alternate for the PRC.

DESCRIPTION / BACKGROUND

The Parks and recreation Commission currently has a vacancy created by the resignation of David Greaves. Andrea Bush has been serving as the alternate member of the Parks & Recreation Commission (PRC) for two years and is interested in becoming a regular member. Council has suggested in the past that a member of the Youth Council be appointed to serve on each of the commissions. Alyssa Belford has been attending the past few PRC meetings and staff would recommend that she be appointed to fill this vacancy.

CORRESPONDING POLICY PRIORITY (IES)

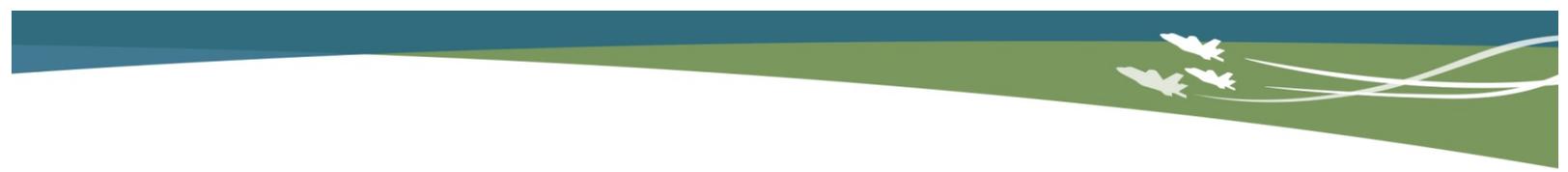
The appointments to the Parks & Recreation Commission would support the policy and priority of "Providing Quality Municipal Services" by placing interested community members in positions where their feedback can have a direct impact in the direction of the services provided by the Community Services Department and insure that the goals of the department are in line with the interests of the community.

FISCAL IMPACT

N/A

ALTERNATIVES

1. Leaving seats vacant on the commission.
2. Appointing Alyssa Belford as a regular member and leaving Andrea Bush as the alternate.



SCHEDULE / TIME CONSTRAINTS

N/A

LIST OF ATTACHMENTS

N/A



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Spencer W. Brimley, Community Development Director,
Zach Ludlow, Planning Technician
MEETING DATE: Tuesday, January 21, 2020
SUBJECT: Motor Vehicle Sales – Temporary Land Use Regulations - Discussion

STAFF RECOMMENDATION

At the August 27, 2019 meeting the Council passed a temporary land use regulation to allow staff time to evaluate the regulations for motor vehicle sales within the city. No recommendation is being requested at this time, rather this is a work session to further discuss ideas and Council directives for the appropriate regulations of motor vehicle sales within the City.

DESCRIPTION / BACKGROUND

A. General Information: Motor Vehicle Sale (“auto dealership”) is a conditional use in the C-2 (Commercial) Zone. The C-2 zone is primarily located in along State/Main Street (SR-126) in and around the Downtown Clearfield Form-Based Code area, as well as on Antelope Drive. Currently, Main Street includes numerous auto dealerships on both sides of the street, with some located south of 700 south. The majority of the existing auto dealerships within the City are on older properties that have transitioned from non-auto dealership uses into new (used) auto dealership. The most transient business are located on small lots and create the largest concern for how best to regulate these uses.

During our meeting on August 27th staff presented 15 existing uses. Since that meeting 4 have moved on or gone out of business to bring our number to 11.

B. Current Business and Inventory: Below is a list of all known auto dealerships in the City.

1. Baird Motors	345 Main St N	0.68
2. Best Buy Auto Inc.	214 State St S	0.39
3. Beutler Auto Sales, Inc.	378 N Main St	1.38
4. Chariot Auto Sales	562 State St S	1.87
5. CM Automotive	Bldg E-6 Freeport West	Freeport West
6. Dave's Discount Auto Sales	400 S State St	0.13



7. Main Street Auto Sales	442 N Main St	0.00
8. Safe Buy Auto	447 Main St N	0.61
9. Watori Auto	269 E 200 S	Clearfield Town Square/RMT
10. Westbridge Auto	730 S State St	1.48
11. Westgate Auto Sales	555 Main St N	0.38

Existing Standards

Motor Vehicle Sales is a conditional use in the Commercial (C-2) zone. The standards that apply to this use are the same as every use in the C-2 zone. The City does not have current regulations that differentiate by use. The discussion for this issue is how to properly regulate motor vehicle sales with in the current code, to balance private and public interest.

Municipal Ordinances

The following are examples of other municipal ordinances that regulate moto vehicle sales, but do not represent the full range of regulations.

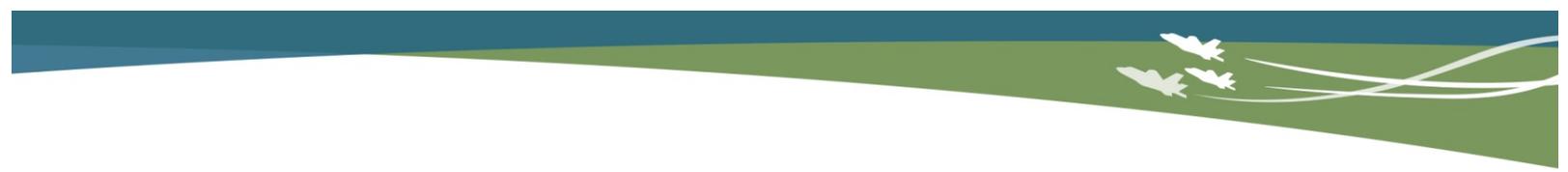
Farmington City has two separate standards to regulate motor vehicle sales Class A Auto Sales and Small Auto Dealerships. In the Class A Auto Sales standards they “require maximum design standards” that regulate architectural detail, fencing, rooflines/colors, landscaping, lighting, signage, and maintenance of the property. Staff found the biggest regulation to be landscaping with the section requiring “a minimum of twenty percent (20%) of the gross area of the site shall be landscaped” (compared to 10% required by the Clearfield City Code). In Farmington Cities Small Auto Dealership standards requires a conditional use permit, requires the “small auto dealership may only be allowed as part of a compatible existing business not exclusively car sales and shall be subordinate to such business [i.e. vehicle repair shop]”, and limits small dealerships to lots no smaller than ½ acre.

Layton City has specific standards to regulate small dealerships (but not large dealerships).

Salt Lake City uses very strict landscaping standards to regulate motor vehicle sales and in some zones only allows motor vehicle sales in fully enclosed buildings.

CORRESPONDING POLICY PRIORITY (IES):

Improving Clearfield’s Image, Livability, and Economy



Staff believes the adoption of an ordinance to address this issue is consistent with the City's overall goal of "Improving Clearfield's Image, Livability and Economy," as well as "Providing Quality Municipal Services," specifically tier 2, Zoning Ordinance Updates.

LAND USE CONSTRAINTS

The establishment of new development standards and requirements for this type of use will apply to new auto dealerships within the City, as well as auto dealerships that may desire to expand or amend their current operations.

FISCAL IMPACTS

Negative Fiscal Impact: Negative fiscal impacts to the City, could be anticipated by enacting any additional requirements or regulations for auto dealerships.

Positive Fiscal Impact: It is anticipated that adoption of this ordinance would allow for increased aesthetics along the State Street corridor, as well as in other areas of the City that permit this type of use, which is anticipated to increase the overall marketability of said areas and ultimately bring more commercial uses into the C-2 zone or another zone if that is what is decided.

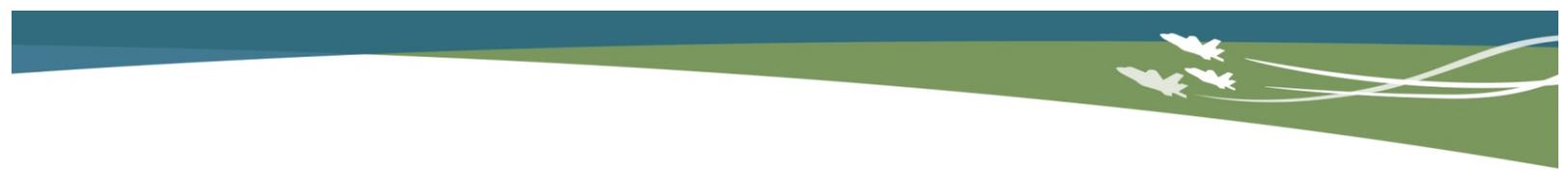
ALTERNATIVES

Subject to alternative direction, staff believes the following to be viable alternatives will assist in addressing the concerns for motor vehicle sales within the City. The council may direct to staff to any of the following:

1. Maintain current regulations for motor vehicle sales
2. Amend current regulations to include more stringent design standards and limitation on lots size for future motor vehicle sales lots.
3. Create new regulations for the motor vehicle sales establishment distinguishing between "small lots" and "large lots"
4. Draft code that disallows motor vehicle sales in zones other than C-2 and move them to either C-1 or M-1 zoning districts

SCHEDULE / TIME CONSTRAINTS

Pursuant to Utah State Code Ann. §10-9a-504, the City "shall establish a period of limited effect for the ordinance not to exceed six months." This period will expire by the 25th of February 2020. Staff anticipates this discussion and action needing the full six months requested and allowed.



ATTACHMENTS

- Attachment 1_Motor Vehicle Regulations
 - Farmington, Layton and SLC

Farmington City:

11-28-250: CLASS A AUTO SALES:

Class A auto sales is a type of auto dealership that requires maximum design standards. Class A auto sales may only be allowed as a conditional use in various zones as designated in this title. Applications for Class A auto sales shall be submitted and reviewed as a conditional use permit in accordance with [chapter 8](#) of this title.

A. Purposes: The purposes of this section and any rules, regulations, standards and specifications adopted pursuant hereto are to:

1. Minimal Impact: Accommodate such auto sales with minimal impact in commercial and mixed use areas in terms of compatible infill, scale, design and appearance of buildings.
2. Terms And Conditions: Set forth standardized terms and conditions for Class A auto sales and procedures for review and approval of the same.

B. Standards: The following standards and conditions shall apply to Class A auto sales developments, in addition to any terms and conditions of approval as imposed by the Planning Commission during the conditional use permit process:

1. Architectural Detail:

- a. Create buildings that provide human scale and interest through use of varied forms, materials, details and colors;
- b. Provide architecturally finished and detailed elevations for all exposures of the building;
- c. Primary street facing walls of buildings may not have sections of blank walls that contain no openings in lengths that exceed twenty feet (20') in length;
- d. Rooflines may be flat or pitched. Roofing shall not be of vivid primary colors (i.e., red, blue or yellow). Rooftop equipment shall be screened by roof components, parapets, cornices or other architectural features. Galvanized hoods and vents shall be painted to match the roof color.

2. Fencing: All fencing must be decorative. It can be stamped masonry, wrought iron or a mixture of both. Vinyl and chainlink fencing is expressly prohibited.

3. Landscaping: A minimum of twenty percent (20%) of the gross area of the site shall be landscaped. The twenty percent (20%) landscaping requirement should blend well with the fencing and solid masonry walls that may surround the project. Special attention should be given to landscaping in the high traffic and visible areas of the project, as well as covering large and long exterior masonry walls.

4. Lighting: For developments for which outdoor lighting is proposed, lighting plans shall be required which illustrate the type and location of lighting proposed for structures, walkways and parking lots. Lighting shall be designed, located and directed so as to eliminate glare and minimize reflection of light into neighboring properties. With the

exception of security lights, lighting for the sales lot shall not occur past ten o'clock (10:00) P.M.

5. Signage: [Title 15](#), "Sign Regulations", of this Code shall be expressly followed.

6. Noise: Amplified speakers and noise shall be kept at a minimum so as not to disturb adjacent properties. In the event that amplified speakers are used, they must comply with the Farmington City noise ordinance as set forth in [title 7, chapter 10](#) of this Code.

7. Maintenance: The property must be maintained and kept clean. This includes sweeping and maintaining the asphalt, keeping free of debris, trash and weeds, etc. (Ord. 2015-17, 5-26-2015)

11-28-210: SMALL AUTO DEALERSHIP

Small auto dealerships may be allowed as a conditional use in business/commercial zones as designated by this title.

A. Purpose: The purposes of this section and any rules, regulations, standards and specifications adopted pursuant hereto are:

1. Minimal Impacts: To accommodate such dealerships in commercial areas with minimal impacts on the area in terms of compatible scale and appearance.
2. Incompatibility: To prevent the proliferation of incompatible auto dealerships.
3. Terms And Conditions: To set forth standardized terms and conditions for small auto dealerships and procedures for review and approval of same.

B. Conditional Use Permit: Small auto dealerships may be permitted as a conditional use in the BR Zone. Applications for small auto dealerships shall be submitted and reviewed as a conditional use permit in accordance with chapter 8 of this title.

C. Standards: The following standards and conditions shall apply to all small auto dealerships, in addition to any terms and conditions of approval as imposed by the Planning Commission during the conditional use permit process.

1. Location: A small auto dealership may only be allowed as part of a compatible existing business not exclusively car sales and shall be subordinate to such business.

2. Size: Small auto dealerships shall have no more than three (3) cars displayed for sale at any one time.

3. Buildings: No exterior architectural or structural modifications shall be made to any building to accommodate small auto dealerships.

4. Business Sign: One sign advertising the business may be permitted, but shall not be greater than the square foot minimum area required by state law and shall otherwise be compliant with Farmington City sign ordinances.

5. Traffic: The auto dealership shall not generate substantially greater vehicle traffic than commonly associated with other activities in the area.

6. Accessory Use: The use may only be permitted as an accessory use to an established business and shall never be the primary use. In other words, the small auto dealership sales shall be clearly incidental, compatible, customarily appropriate and subordinate to the main use of the property.

7. Appearance: Small auto dealership sales should be conducted in such a way that passersby would not, under normal circumstances, be aware of its existence.

8. Signs: Any sign, except for the one approved sign for the business, including any advertising message, announcement, declaration, demonstration, illustration, insignia, surface or space erected or maintained in view of the public street for identification, advertisement or promotion of the interests of any person, entity, event, product or service shall be expressly prohibited. This definition shall also include sign structures, supports, lighting systems and any attachments, ornaments or other features designed to attract the attention of observers.

9. Property Size: Small auto dealerships may only be permitted on property one-half (1/2) acre or greater in size.

10. Limited Display: The car dealership shall be limited to displaying cars used by or in connection with the business.

D. Site Development: Upon approval of a conditional use permit for a small auto dealership, an application for site development shall be submitted in accordance with the provisions of chapter 7 of this title. (Ord. 2003-31, 8-6-2003)

Layton City:

19.06.220 Regulations Specific to Small Dealerships

A small dealership business shall be permitted in the CP-3, C-H, M-1, and M-2 zoning districts, subject to the following requirements:

1. No more than two (2) vehicles shall be displayed outside at any one time. All other vehicles shall be stored inside a building.
2. Vehicles displayed outside shall be located in an improved striped parking stall but shall not be located in handicapped parking stalls.
3. Vehicles displayed outside shall not have any attached signage other than writing on vehicle windows. Writing shall not occupy more than two (2) windows of any vehicle.
4. For the purposes of temporary signage, a small dealership shall not be considered an "outdoor retailer."
5. All vehicles displayed outside shall be in working order and generally void of noticeable damage including but not limited to considerable body rust, broken windows, flat tires, missing bumpers, or major body damage.
6. Any amount of vehicle repair associated with small dealerships shall be subject to additional regulations and permits.
7. Vehicles stored inside a building shall adhere to all Fire Safety Codes including, but not limited to:

- Vehicle batteries shall be disconnected;
- Fuel tanks shall not be filled beyond one-quarter (1/4) tank, or five gallons, whichever is less;
- Fuel tanks and fuel openings shall be closed and sealed to prevent tampering;
- No fueling or de-fueling of vehicles shall take place inside a building; and
- Vehicles within buildings shall not obstruct any means of egress.

Salt Lake City:

21A.48.150: AUTOMOBILE SALES ESTABLISHMENTS:

In the absence of more restrictive regulations of the applicable zoning district, automobile sales and lease establishments shall be required to provide a five foot (5') landscape front and corner side yard. (Ord. 35-99 § 89, 1999; Ord. 88-95 § 1 (Exh. A), 1995; Ord. 26-95 § 2(24-15), 1995)

21A.48.070: PARKING LOT OR VEHICLE SALES OR LEASE LOTS LANDSCAPING:

A. Applicability: All hard surfaced parking lots or hard surfaced vehicle sales or lease lots, for passenger cars and light trucks, with fifteen (15) or more parking spaces shall provide landscaping in accordance with the provisions of this section. Smaller parking lots shall not be required to provide landscaping other than yard area landscaping and landscaped buffer requirements as specified in other sections of this title.

B. Interior Parking Lot And Vehicle Sales Or Lease Lots Landscaping:

- 1. Area Required: Not less than five percent (5%) of the interior of a parking lot or vehicle sales or lease lots shall be devoted to landscaping. Landscaping areas located along the perimeter of a parking lot or vehicle sales or lease lots beyond the curb or edge of pavement of the lot shall not be included toward satisfying this requirement.
- 2. Landscaped Areas: The landscaped areas defined in subsection B1 of this section shall be improved in conformance with the following:
 1. a. Dispersion: Interior parking lot or vehicle sales or lease lots landscaping areas shall be dispersed throughout the parking lot or vehicle sales or lease lots.
 2. b. Minimum Size: Interior parking lot or vehicle sales or lease lots landscaping areas shall be a minimum of one hundred twenty (120) square feet in area and shall be a minimum of five feet (5') in width, as measured from back of curb to back of curb.
 3. c. Landscape Material: The plants used to improve the landscape areas defined above shall conform to the following:

1. (1) Type: The primary plant materials used in parking lots or vehicle sales or lease lots shall be shade tree species in conformance with applicable provisions of subsections [21A.48.050A](#) and B of this chapter. Ornamental trees, shrubbery, hedges, and other plants may be used to supplement the shade tree plantings, but shall not be the sole contribution to such landscaping;
 2. (2) Quantity: One shade tree shall be provided for every one hundred twenty (120) square feet of landscaping area;
 3. (3) Ground Cover: A minimum of fifty percent (50%) of every interior parking lot or vehicle sales or lease lots landscaping area shall be planted with an approved ground cover in the appropriate density to achieve complete cover within two (2) years, as determined by the zoning administrator.
- 3. Exceptions: In the CG, M-1, M-2 and EI districts, hard surfaced areas used as operational yard areas for trucks, trailers and other incidental vehicles, other than passenger automobiles and light trucks, and which are not parking lots for employees, clients, and customers, are exempt from the parking lot interior landscaping standards.

C. Perimeter Parking Lot Landscaping:

- 1. Applicability: Where a parking lot is located within a required yard, or within twenty feet (20') of a lot line, perimeter landscaping shall be required along the corresponding edge of the parking lot in conformance with the provisions in table 21A.48.070G of this section. Perimeter landscaping for vehicle sales or lease lots shall include rear and interior side yard landscaping only. Front and corner side yard landscaping for vehicle sales or lease lots shall be provided as specified in each zoning district. Where both landscape buffers and parking lot landscaping is required, the more restrictive requirement shall apply.
- 2. Landscape Area: Where perimeter landscaping is required, it shall be provided within landscape areas at least seven feet (7') in width, as measured from the back of the parking lot curb and extending any parking space overhang area.
- 3. Required Improvements: Within the landscape area required above, landscape improvements shall be required as established in table 21A.48.070G of this section.

D. Parking Lot Fencing: Fences along parking lot perimeters may be required through the site plan review process pursuant to the provisions of chapter 21A.58 of this title or

when required by the zoning administrator to satisfy buffer requirements outlined in section [21A.48.080](#) of this chapter.

E. Parking Lot Curb Controls: Six inch (6") poured concrete curb controls shall be constructed around all required landscaping on the perimeter and within parking lots.

F. Discretionary Authority: The zoning administrator may modify requirements of this section to better achieve the intent of this section and address site specific conditions. These modifications shall be limited to the location of required plants and shall not permit a reduction in the required total number of plants.

G. Landscape Improvements Table:

TABLE 21A.48.070G REQUIRED PERIMETER PARKING LOT LANDSCAPE IMPROVEMENTS

General Intent: The landscape requirements identified in this table provide for the enhancement of parking lots by recognizing two (2) distinct conditions. The first is where parking lots are located within front and corner side yards, and a uniform scheme of landscaping is required to protect the aesthetics along public streets. The second condition is where parking lots are located within rear and interior side yards, and minimum requirements for beautification of both residential and nonresidential uses are the city's goal. The intent is to require a higher level of landscaping for residential uses (principally multi-family uses) than for nonresidential uses. The improvements established in this table are required only for parking lots with fifteen (15) or more spaces and where the lot is located within a required yard or within twenty feet (20') of a lot line. The reduction of impacts between dissimilar uses is addressed by section [21A.48.080](#) of this chapter. Where both parking lot landscaping and landscape buffers are required, the more restrictive shall apply.

Required Landscaping	Front And Corner Side Yards
Shade trees	1 tree per 50 feet of yard length, measured to the nearest whole number (in addition to required parkway trees)
Shrubs	1 shrub per 3 feet, on center along 100 percent of the yard length. Shrubs with mature height not more than 3 feet unless a lower shrub height is specifically required in this chapter for front yard areas

Ground cover	Landscape area outside of shrub masses shall be established in turf or other ground cover	
	Rear And Interior Side Yards	
Required Landscaping	Residential Use (Including Institutional Residential Uses)	Nonresidential Use
Shade trees	1 tree per 30 feet of yard length, measured to the nearest whole number	1 tree per 50 feet of yard length, measured to the nearest whole number
Shrubs	1 shrub per 3 feet, on center along 100 percent of the yard length. Shrubs shall have a mature height not less than 3 feet	1 shrub per 3 feet, on center along 50 percent of the yard length. Shrubs shall have a mature height of not less than 3 feet
Ground cover	Landscape area outside of shrub masses shall be established as per section 21A.48.090 of this chapter	Landscape area outside of shrub masses shall be established as per section 21A.48.090 of this chapter

H. Landscaping Performance Standards For Airport District (A): Parking lot landscaping in Airport District shall comply with the specifications set forth in subsections [21A.34.040](#)EE and FF of this title. (Ord. 45-07 § 3 (Exh. A), 2007: Ord. 70-03 §§ 3, 4, 2003: Ord. 35-99 §§ 87, 88, 1999: Ord. 88-95 § 1 (Exh. A), 1995: Ord. 26-95 § 2(24-7), 1995)



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: JJ Allen, City Manager
MEETING DATE: January 21, 2020
SUBJECT: Priorities for 2020

RECOMMENDED ACTION

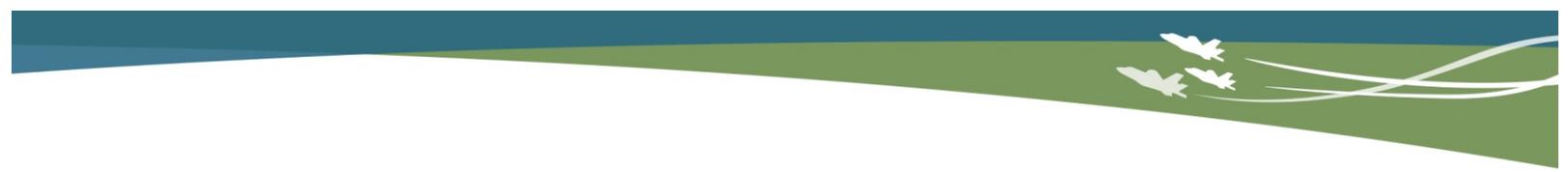
Having reviewed the priorities identified in January 2019 and the current status of those items as detailed on the [“Tiered Priorities / Action Items” Trello board](#), come prepared to share what you feel should be the City’s most important priorities for 2020.

DESCRIPTION / BACKGROUND

At our retreat on January 17, 2019, we presented the various needs and efforts that had been previously identified (categorized by Policy Priority), and used a mobile polling app called Poll Everywhere to anonymously vote and narrow down the list. The result of this was the Tiered Priorities / Action Items board on Trello, which helped to keep our focus in 2019 on the items of highest priority (Tier 1 and Tier 2). By clicking on any of the Trello cards, you can see the action items that staff identified, as well as comments about status, issues, outcomes, etc. Some of the priorities were easily actionable, and others not so much.

As we prepare for a similar exercise at our retreat on February 7, 2020, please take time to review the Trello board and consider the following questions:

- Do these priorities still ring true?
- Should any cards move up or down in the tiers?
- Are there items that should be added to the board?
- If we were to re-rank each item, what criteria would you use for the ranking exercise?
- What do you feel is the single most important priority (per category or per department)?
- What “shallow work” should we stop doing in order to place intense focus on the most important priority (or priorities)?
- Should we retool the Trello board so that it no longer includes ongoing efforts that by default are already in our baseline (e.g. long-term infrastructure planning, professional training / conferences, Tyler implementation, etc.)?

- 
- For items that we decide to stay committed to, how will we measure progress or accomplishment? What metrics will we use?

The work session on January 21 is not intended to explore all of these questions, but we do want you to be thinking of these things as you share the items that have been on your minds. Then, at the retreat, we likely will dive into these difficult questions of criteria, ranking, measuring, and so forth. The method that will be utilized may be different than last year’s “Poll Everywhere” approach, but we hope it will be even more meaningful, helping us to take our performance to the “next level.”

The Department Head team just returned from a retreat where much of the discussion was focused on our Core Value of Productivity. A primary component of being productive is understanding what to devote our resources to—so understanding priorities is of the utmost importance, and we are excited to kick off this effort with the City Council and get your guidance.

CORRESPONDING POLICY PRIORITY (IES)

All of them!

- Providing quality municipal services
- Improving Clearfield’s image, livability, and economy
- Maintaining a highly motivated and well-trained work force

FISCAL IMPACT

None directly, though the discussion will eventually have budget implications.

ALTERNATIVES

N/A

SCHEDULE / TIME CONSTRAINTS

Getting this input on January 21 will help us to prepare for the retreat scheduled for February 7.

LIST OF ATTACHMENTS

N/A