

STATE OF UTAH

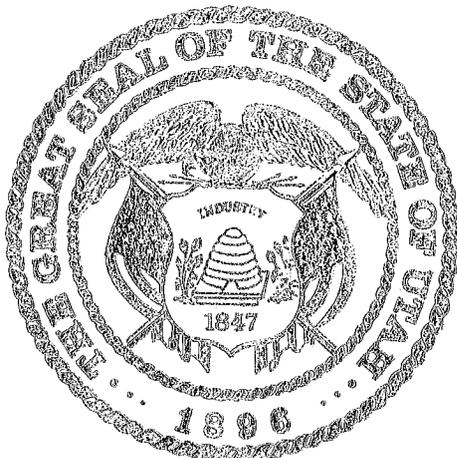


OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from CLEARFIELD CITY, dated November 18th, 2014, complying with Section 10-2-425, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to CLEARFIELD CITY, located in Davis County, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 16th day of December, 2014 at Salt Lake City, Utah.

A handwritten signature in black ink, appearing to read "Spencer J. Cox".

SPENCER J. COX
Lieutenant Governor



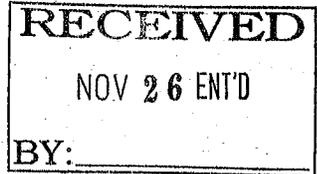
Executive Department

55 South State Street

Clearfield, Utah 84015

Phone: 801.525.2710

Fax: 801.525.2869



November 25, 2014

Lt. Governor Spencer Cox
Utah State Lt. Governor's Office
Utah State Capitol Complex, Room 220
PO Box 142325
Salt Lake City, UT 84114-2325

RE: Notice of Impending Boundary Action into Clearfield City

Dear Lt. Governor Cox:

Pursuant to Utah Code Ann. § 10-2-425, Clearfield City is filing this Notice of Impending Boundary Action for the Falcon Hill Annexation 2014 into the corporate boundaries of the City.

Enclosed you will find a final signed copy of Ordinance 2014-26 including a legal description of the lands to be annexed. Also attached are copies of the annexation petition, Resolution 2014-20 accepting the annexation petition, Resolution 2014-21 acknowledging the receipt of certification of the petition of annexation, and a copy of the signed plat.

At this time, we are requesting that a certificate of annexation be issued to Clearfield City for filing with the Davis County Recorder and Assessor.

Thank you for your efforts in this matter.

Sincerely,

Nancy R. Dean
Clearfield City Recorder

Enclosures

COPY

CLEARFIELD CITY ORDINANCE 2014-26

AN ORDINANCE APPROVING THE ANNEXATION OF APPROXIMATELY 49.74 ACRES, COMMONLY KNOWN AS THE FALCON HILL ANNEXATION

PREAMBLE: This Ordinance approves the annexation of approximately 49.74 acres, commonly known as the Falcon Hill Annexation, located on military land within the Military Installation Development Authority's (MIDA) Falcon Hill Project Area on the northeastern border of Clearfield, Utah.

WHEREAS, pursuant to Title 10, Chapter 2, Part 4 of the Utah Code, a Petition for Annexation was filed with the City Recorder on August 18, 2014 and then accepted for further consideration by the Clearfield City Council on August 26, 2014, for property located on military land within MIDA's Falcon Hill Project Area on the northeastern border of Clearfield; and

WHEREAS, the City already provides certain municipal services on a contractual basis for MIDA's Falcon Hill Project Area (see "Exhibit A" attached hereto) and no additional municipal services from the City will be required by or provided to MIDA's Falcon Hill Project Area as a result of this annexation except as set forth by separate written contract between the City and MIDA; and

WHEREAS, on September 22, 2014, the City Recorder provided a Notice of Certification to the City Council indicating that the Petition for Annexation complied with the statutory requirements set forth in Utah Code Ann. § 10-2-403(3), (4), and (5), which was then acknowledged by the Clearfield City Council on September 23, 2014; and

WHEREAS, staff published the Notice of Petition for Annexation on October 2, 9, and 16, 2014, in a newspaper of general circulation as set forth in Utah Code Ann. § 10-2-406(1); and

WHEREAS, City staff mailed written notice of the proposed annexation to each affected entity (the Davis County Commission; Weber Basin Water Conservancy; Davis County Mosquito Abatement; North Davis Sewer District; North Davis Fire District; Questar Gas Company; Rocky Mountain Power; the city councils of Sunset City, Layton City, West Point City, Clinton City, Syracuse City, South Weber City and Roy City; and the Davis County School District); and

WHEREAS, the protest period for the Petition for Annexation expired on October 22, 2014 with no protests having been filed; and

WHEREAS, following the expiration of the protest period, proper notice was made as set forth by state law, the city Council held a public hearing on the Petition for Annexation and allowed public comment thereon; and

WHEREAS, after the public hearing, the City Council carefully considered any comments made during the public hearing; and

WHEREAS, following its public deliberation, the City Council has determined that the annexation is in the best interests of Clearfield City, its residents and the surrounding community;

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

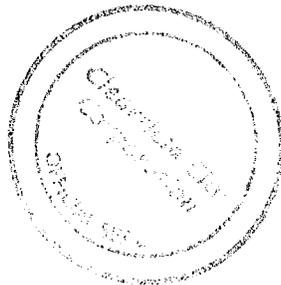
Section I. Annexation: The Falcon Hill Annexation is hereby approved and described as a particular parcel of land commencing at the South Quarter Corner of Section 36, Township 5 North, Range 2 West, Salt Lake Base & Meridian: and running thence North 00°45'16" East 2,644.54 feet along the Quarter Section 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. (Approximately 49.74 acres).

Section II. This Annexation does not obligate the City to provide any municipal services to the annexed area described above, except as set forth by separate written contract between the City and MIDA.

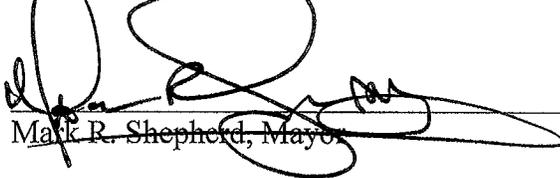
Section III. Staff is hereby directed to file a notice of impending boundary action and a copy of the approved final local entity plat with the lieutenant governor and upon receipt of certification from the Lt. Governor, staff is hereby directed to file the same with the Davis County Recorder's office.

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

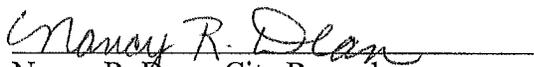
Passed and adopted by the City Council during a special session on the 18th day of November, 2014.



CLEARFIELD CITY CORPORATION


Mark R. Shepherd, Mayor

ATTEST


Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE: Councilmembers Benson, Bush, Jones, LeBaron and Young.

NAY: None.

AGREEMENT
between
CLEARFIELD CITY
and
MILITARY INSTALLATION DEVELOPMENT AUTHORITY

This Interlocal Cooperation Agreement ("Agreement") is made and entered into as of July 1, 2013 by and between CLEARFIELD CITY ("Clearfield"), a municipal corporation of the State of Utah, and the MILITARY INSTALLATION DEVELOPMENT AUTHORITY ("MIDA"), an independent, nonprofit, separate body corporate and politic of the State of Utah. Clearfield and MIDA are sometimes referred to collectively as the "Parties," and either may be referred to individually as a "Party."

WITNESSETH:

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code Annotated 1953, as amended ("MIDA Act"), MIDA created the Falcon Hill Project Area; and

WHEREAS, pursuant to the MIDA Act, MIDA exercises "exclusive police power within a project area" but may "enter into an agreement with a political subdivision of the state under which the political subdivision provides one or more municipal services within a project area"; and

WHEREAS, MIDA has taken jurisdiction over a new road that enters into Hill Air Force Base at the Clearfield exit from I-15 and certain property in the vicinity of the road, as more particularly shown in Exhibit A, attached and incorporated herein ("Service Area");

WHEREAS, Clearfield is willing to provide certain municipal services to MIDA in the Service Area on an as needed basis at the rates shown in Exhibit B, attached and incorporated herein ("Municipal Services");

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. **Municipal Services.** Clearfield will provide the Municipal Services to the Service Area when requested by MIDA or for public safety services, when dispatched to an incident in the Service Area.
2. **Invoicing.** Clearfield will invoice MIDA once a month for any services provided. MIDA shall pay the invoice within 30 days of receipt of the invoice. Late payments shall incur an interest rate of 10% per annum.
3. **Courts.** Any citations issued or other criminal actions taken by the Clearfield police department shall be processed in the same manner and through the same courts as if the incident

occurred in Clearfield. Clearfield shall be entitled to retain any fines or other penalties assessed and MIDA shall not be invoiced for court or prosecution services.

4. **Term.** This Agreement shall run for three (years) years beginning July 1, 2013 unless earlier terminated by either Party. Either Party may terminate this Agreement by providing 90 days written notice to the other Party.

5. **Service Area Change.** If Hill Air Force Base moves its security fence and MIDA assumes responsibility for a larger area, MIDA shall update the Service Area Exhibit A and provide written notice to Clearfield with a new Exhibit A map which shall be attached to this Agreement.

6. **Notices.** All notices or other communications to be given pursuant to this Agreement shall be in writing and shall be effective upon personal delivery to the other Party; upon being sent by certified mail, return receipt requested, postage prepaid; or, by email with a reply that it has been received. The notice shall be sent to:

To Clearfield:

Clearfield City Corporation
Attn: City Manager
55 S. State St., Suite 307
Clearfield, UT 84015

With a Copy to:

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

To MIDA:

Rick Mayfield
MIDA Executive Director
450 Simmons Way, Suite 400
PO Box 112
Kaysville, UT 84037-0967
rjmayfield@msn.com

With a Copy to:

Paul Morris
MIDA General Counsel
5110 S. Ivybrook Circle
Murray, UT 84123
morris.pault@gmail.com

Either Party may change its mailing address or email address for purposes of this Agreement by giving written notice to the other Party.

7. **Liability and Indemnification.** Clearfield shall, defend, indemnify and hold MIDA harmless, including each of MIDA's officers, directors, managers, employees, agents, representatives, heirs, and assigns from any and all claims, demands, liabilities, damages, costs, expenses, rights, attorneys' fees, lawsuits and actions, of whatever kind or nature ("Liability"), resulting from Clearfield's providing of Municipal Services under this Agreement, except to the extent the negligence or willful acts of MIDA, its officers, directors, managers, employees, agents, representatives, heirs, or assigns, either cause or contribute to the Liability.

8. **Governmental Immunity.** Both Parties acknowledge they are local Governmental Entities under the Governmental Immunity Act of Utah (the "Act") and nothing in this Agreement shall be construed so as to waive any immunity, as it relates to third parties, enjoyed or bestowed upon either Clearfield or MIDA.

9. **Amendments.** This Agreement may be amended, changed, modified or altered only by an instrument in writing and signed by both Parties.

10. **Assignment.** Neither Party may assign this Agreement without the written consent of the other Party.

11. **Disputes.** Any disagreement, dispute or claim arising out of or relating to this Agreement which cannot be settled by the Parties shall first be attempted to be settled through mediation before any Party may file an action in court.

12. **Counterparts.** This Agreement may be executed in counterparts by Clearfield and MIDA.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah.

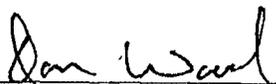
14. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, with respect to the subject matter, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered except in writing and signed by the Parties.

15. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

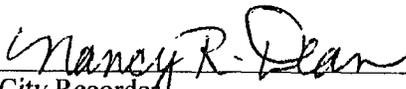


CLEARFIELD CITY



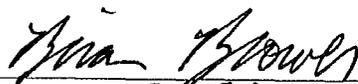
Don Wood, Mayor

ATTEST:



Nancy R. Dean
City Recorder

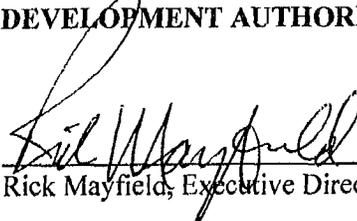
Approved and reviewed as to proper form
and compliance with applicable law:



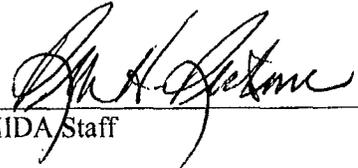
Tina Brown
CITY ATTORNEY

City Attorney

**MILITARY INSTALLATION
DEVELOPMENT AUTHORITY**


Rick Mayfield, Executive Director

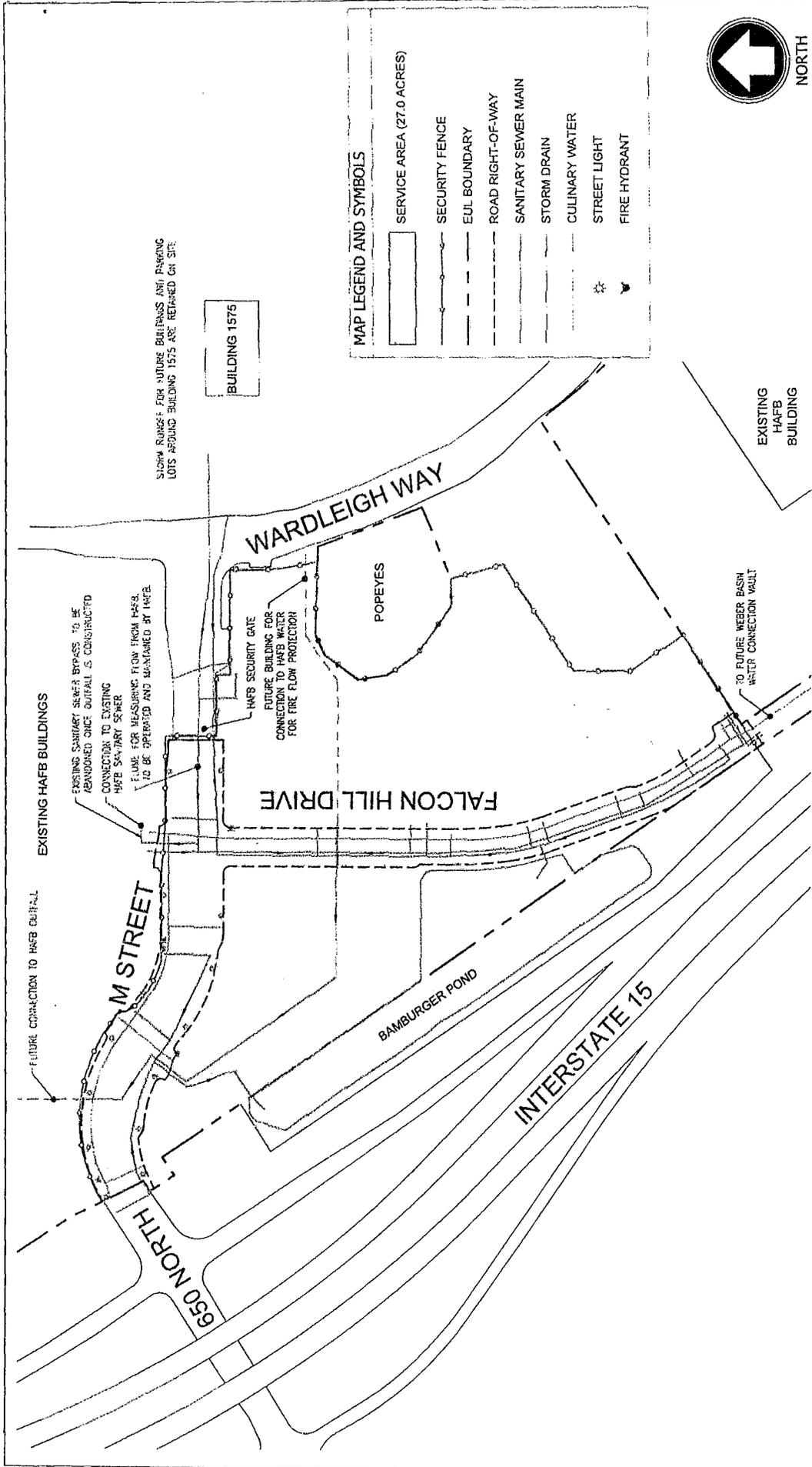
ATTEST:


MIDA Staff

Approved and reviewed as to proper form
and compliance with applicable law:


MIDA General Counsel

Exhibit A
Service Area



NORTH

PHASE 1 MIDA SERVICE AREA

EXHIBIT

SA

MAY 28, 2013
 SCALE: 1" = 200'
 DRAWN BY: JHT
 CHECKED BY: RHD

FALCON HILL NATIONAL AEROSPACE
 RESEARCH PARK

2795 Executive Parkway
 Suite 162
 Lehi, Utah 84043
 Tel: 801.541.3040



**Exhibit B
Municipal Services**

PUBLIC WORKS LABOR:

Engineering	Billed amount plus 5%
Hourly Rate	\$45.00 / man hour
Overtime Rate and After Hours	\$60.00 / man hour

STREETS:

Street Maintenance	
Pothole Repair:	Hourly Rate (OT/After Hours if applicable) + Materials
Seal Coating:	Billed amount plus 10%
Concrete Repair:	Hourly Rate (OT/After Hours if applicable) + Materials
Street Striping and Markings:	Billed amount plus 10%
Street Sign Management:	Hourly Rate (OT/After Hours if applicable) + Materials
Snow Removal:	
Without De-icing	\$248.25 / hr. (incl. labor, equipment, and materials)
With De-icing	\$293.25 / hr. (incl. labor, equipment, and materials)

CULINARY WATER:

Setting and Reading Meters:	Hourly Rate (OT/After Hours if applicable) + Materials
Routine Water Samples	Hourly Rate (OT/After Hours if applicable) + Lab Cost
Flushing Lines and Hydrants:	Hourly Rate (OT/After Hours if applicable)
Repairing Water Leaks:	Hourly Rate (OT/After Hours if applicable) + Materials
Responding to Pressure and Quality Concerns:	Hourly Rate (OT/After Hours if applicable)

SANITARY SEWER:

Sewer Backups:	Hourly Rate (OT/After Hours if applicable)
Sewer Cleaning:	Billed amount plus 10%

STORM DRAIN:

Storm Drain Cleaning:	Billed amount plus 10% Storm Drain
Storm Drain Management Program:	Hourly Rate (OT/After Hours if applicable)
Repair and Maintain Storm Drains:	Hourly Rate (OT/After Hours if applicable) + Materials

EQUIPMENT (PER HOUR):

Ten Wheeler Dump Truck	\$105.00
Bobtail Dump Truck	\$90.00
Backhoe	\$99.00
Frontend Loader	\$110.00
Street Roller	\$143.00
Air Compressor	\$55.00
Utility Pumps	\$65.00
Concrete Saw	\$125.00
Tack oil Machine	\$85.00

MISCELLANEOUS PUBLIC WORKS SERVICES:

Blue Stakes Markings:	Hourly Rate (OT/After Hours if applicable)
Emergency and After Hour Callouts:	Overtime/After Hours Rate + Materials

PUBLIC SAFETY SERVICES:

Emergency incident response (call for service): \$138.00 / call (first hour only)

All Other Police Services (traffic, emergency
incident response after first hour, criminal
investigations, etc.): \$60.44 / man hour

Overtime Rate and After Hours: \$71.72 / man hour

OTHER SERVICES:

Building plan review Amount in Clearfield Consolidated Fee Schedule

Building permits and inspections Amount in Clearfield Consolidated Fee Schedule

Demolition permits Amount in Clearfield Consolidated Fee Schedule

Excavation permits Amount in Clearfield Consolidated Fee Schedule

Business licensing Amount in Clearfield Consolidated Fee Schedule

Kaysville, Utah

June 4, 2013

The Governing Board (the "Board") of the Military Installation Development Authority (the "Authority"), met in regular session at the regular meeting place of the Board, on June 4, 2013, at the hour of 9:00 a.m., with the following members of the Board being present:

Stuart Adams	Chairman
Jerry Stevenson	Vice Chairman
Derk Timothy	Board Member
Gary Harter	Board Member
Michael Ostermiller	Board Member
Joe Ritchie	Board Member
Don Wood	Board Member

Also present:

Rick Mayfield	Executive Director
Detlef Galke	MIDA Staff
Ron Richins	Finance Manager
Paul Morris	General Counsel

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the MIDA Staff presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this June 4, 2013, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following resolution was introduced in written form, discussed in full, and pursuant to motion made by Boardmember Michael Ostermiller by seconded by Boardmember Derk Timothy adopted by the following vote:

AYE: 6

NAY: 0

1 ABSTENTION (MAYOR DON WOOD)

The resolution was later signed by the Chairman and recorded by the MIDA Staff in the official records of the Military Installation Development Authority. The resolution is as follows:



COPY

Executive Department

55 South State Street

Clearfield, Utah 84015

Phone: 801.525.2710

Fax: 801.525.2869

PETITION FOR ANNEXATION

FEE: \$1,000.00. Petitioner shall also be responsible for the payment of all engineering fees, which shall be billed separately by the City. The City may refuse to process an application until engineering fees are paid in full.

Receipt # _____ Date July 11, 2014

Parcel Identification Number(s) _____

Petitioner: Sunset Ridge Development Partners, L.L.C. Phone # 801-485-7770

Fax # _____ Email t_lich@woodburycorp.com

Address: 2733 E Parleys Way, Suite 300, Salt Lake City, Utah 84109
City State Zip

Required information to be provided by Petitioner:

- 1. Petition
- 2. Fees
- 3. County printout of property legal description(s)
- 4. Copy of section map with referenced properties highlighted
- 5. Five copies of annexation plat w/ wet stamp

Clearfield City Council:

The undersigned lessee of military land (that is included within the Falcon Hill Military Installation Development Authority Project Area) who, pursuant to Section 10-2-401(2)(a)(ii) UCA, is treated as the owner of real property located in Davis County, State of Utah, hereby respectfully petitions the Clearfield City Council for annexation to Clearfield City of the following described territory lying contiguous to the corporate limits of Clearfield City, and for the purpose represented to the City Council that the territory hereby sought to be annexed is described on the map. Wherefore, the undersigned respectfully request your favorable consideration of this petition and the passage of an ordinance of annexation by the Council effectuating the same.

Respectfully submitted this 18th day of August 2014.

SUNSET RIDGE DEVELOPMENT PARTNERS L.L.C., a Utah limited liability company

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

By:
Its: V.P. President

By:
Its: President



Executive Department

55 South State Street
Clearfield, Utah 84015
Phone: 801.525.2710
Fax: 801.525.2869

MILITARY LESSEE AFFIDAVIT

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

We, Jeffrey K Woodbury and O. Randall Woodbury being duly sworn, depose and say, on behalf of Sunset Ridge Development Partners, L.L.C., the lessee of military land identified on the attached application, that the statements herein contained and the information attached are in all respects true and correct to the best of our knowledge and that we signed the Agent Authorization below.

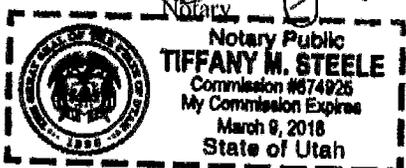
Jeffrey K Woodbury Signature
Printed Name

O. Randall Woodbury Signature
Printed Name

Subscribed and sworn to me this 19th day of August, 2014.

Tiffany M. Steele
Notary

Residing in: Salt Lake County
My Commission Expires 3/9/18



AGENT AUTHORIZATION

We, Jeffrey K. Woodbury and O. Randall Woodbury on behalf of Sunset Ridge Development Partners L.L.C., do authorize as our agent Travis Lish to represent us regarding this application and to appear on our behalf before any administrative or legislative body in Clearfield City considering this application and to act in all respects as our agent in matters pertaining to the application.

Jeffrey K. Woodbury Signature
Printed Name

O. Randall Woodbury Signature
Printed Name

Dated this 18th day of August, 2014

Parcel Vesting Information

09/27/2011 to Present

Serial Number: 55-001-0003

**Mailing Address: C/O MILITARY INSTALLATION DEV AUTHORITY / ATTN: RON H R
KAYSVILLE, UT 84037-0000**

Tax District

14

Location

Location: 5 N 2 W 36 E 1/2

Vested Owners

UNITED STATES OF AMERICA

Legal Description

ALL OF LOT 3, MIDA - BUILDING 1575. CONT. 7.297 ACRES

CLEARFIELD CITY RESOLUTION 2014R-20

A RESOLUTION ACCEPTING FOR FURTHER CONSIDERATION A PETITION FOR ANNEXATION OF CERTAIN PORTIONS OF MILITARY LAND WITHIN THE FALCON HILL PROJECT AREA

WHEREAS, on August 18, 2014, the attached Petition for Annexation (Exhibit "A") for roughly 49.73 acres of military land located within the Falcon Hill Project Area was filed with the Clearfield City Recorder by Sunset Ridge Development Partners, L.L.C.; and

WHEREAS, pursuant to Utah Code Ann. § 10-2-405 (2014), upon receipt of a Petition for Annexation, the municipal legislative body must either accept the Petition for further consideration or deny the Petition within prescribed timeframes; and

WHEREAS, once the municipal legislative body accepts a Petition for Annexation for further consideration, within 30 days of said acceptance, the City Recorder shall, with the assistance of other governmental officials, determine whether the Petition meets certain statutory requirements and thereafter either certify or reject said Petition; and

WHEREAS, the Clearfield City Council desires to move forward the attached Petition for Annexation for the Falcon Hill Project by accepting it for further consideration;

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council that,

- 1) the attached Petition for Annexation of certain military land within the Falcon Hill Project Area is hereby accepted for further consideration; and
- 2) the City Recorder is hereby directed to begin the certification process for said Petition by determining whether the Petition meets the statutory requirements set forth in Title 10, Chapter 2, Part Four of the Utah Code.

Passed and adopted by the City Council at its regular meeting on the 26th day of August, 2014.



CLEARFIELD CITY CORPORATION

[Handwritten Signature]
 Mark R. Shepherd, Mayor

ATTEST:

[Handwritten Signature]
 Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE: Councilmembers Benson, Bush, Jones, LeBaron, Young

NAY: None

COPY

CLEARFIELD CITY RESOLUTION 2014R-21

A RESOLUTION ACKNOWLEDGING RECEIPT OF THE CITY RECORDER'S NOTICE OF CERTIFICATION OF THE PETITION FOR ANNEXATION FOR THE AREA, COMMONLY KNOWN AS THE FALCON HILL ANNEXATION, LOCATED ON MILITARY LAND WITHIN THE FALCON HILL PROJECT AREA ON THE NORTHEASTERN BORDER OF CLEARFIELD CITY

WHEREAS, pursuant to Title 10, Chapter 2, Part 4 of the Utah Code, a petition for annexation was filed with the City Recorder on August 18, 2014 and then accepted for further consideration by the Clearfield City Council on August 26, 2014, for property located on military land within the Falcon Hill Project Area on the northeastern border of Clearfield City; and

WHEREAS, on September 22, 2014, the City Recorder provided a Notice of Certification to the City Council indicating that the Petition for Annexation complies with the statutory requirements set forth in Utah Code Ann. § 10-2-403(3), (4), and (5); and

WHEREAS, pursuant to state law, as the municipal legislative body, the City Council must now cause notices of the proposed annexation to be advertised in the newspaper and sent to the entities prescribed in Utah Code Ann. § 10-2-406(1)(b);

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council that,

SECTION I: Staff is hereby directed to publish the prescribed notice of the proposed annexation at least once a week for three (3) successive weeks in a newspaper of general circulation with the first notice being published within ten (10) days of the Council's receipt of the City Recorder's Notice of Certification.

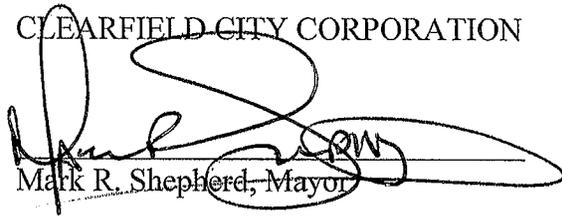
SECTION II: Staff is hereby directed to mail written notice of the proposed annexation to each affected entity (the Davis County Commission; Weber Basin Water Conservancy; Davis County Mosquito Abatement; North Davis Sewer District; North Davis Fire District; Questar Gas Company; Rocky Mountain Power; the city councils of Sunset City, Layton City, West Point City, Clinton City, Syracuse City and Roy City; and, the Davis County School District).

SECTION III: The published and mailed notice shall contain the prescribed information, as outlined in the Utah Code and shall provide the necessary information relative to the filing of protests and deadlines (in terms of the actual date) for filing such protests.

Passed and adopted by the City Council at its regular meeting on the 23rd day of September, 2014.



CLEARFIELD CITY CORPORATION


Mark R. Shepherd, Mayor

ATTEST:


Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE: Councilmembers Benson, Bush, LeBaron and Young.

NAY: None.

EXCUSED: Councilmember Jones.

