



CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
August 25, 2026 - WORK MEETING
Revised: August 24, 2026

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.

55 South State Street
Third Floor
Clearfield, Utah

6:00 P.M. WORK MEETING

Presentation from Wasatch Advocates of Liveable Communities

Discussion of the Franchise Agreement with Forged Fiber 37

Update on the Award for the Civic and Town Center Implementation Plan

Discussion on Clearfield City Code § 11-1-17 and the Changes to Utah Code Annotated §10-20-507 Regarding New and Unlisted Business Uses

*****ADJOURN THE CITY COUNCIL WORK MEETING*****

Posted August 24, 2026.

/s/Chersty Titensor, Deputy City Recorder

The City of Clearfield, in accordance with the 'Americans with Disabilities Act' provides accommodations and auxiliary communicative aids and services for all those citizens needing assistance. Persons requesting these accommodations for City sponsored public meetings, service programs or events should call Nancy Dean at 801-525-2714, giving her 48-hour notice.

The complete public notice is posted on the Utah Public Notice Website - www.utah.gov/pmn/, the Clearfield City Website – ClearfieldCityUT.gov, and at Clearfield City Hall, 55 South State Street, Clearfield, UT 84015. To request a copy of the public notice or for additional inquiries please contact Nancy R. Dean at Clearfield City, nancy.dean@clearfieldcityut.gov & 801-525-2714



Wasatch Advocates for Livable Communities



— The Team Behind the Work

TB

Turner C. Bitton

Founding Executive Director

Leads WALC's vision, partnerships, and organizational strategy while helping advance practical housing and land use conversations across the region.



LC

Lauren Cole

Policy Manager

Leads WALC's policy research, legislative work, and issue expertise, helping translate complex housing and land use issues into practical policy conversations.



JK

Jessica Kjar

Community Manager

Leads WALC's communications, storytelling, public-facing materials, events, and engagement efforts, helping connect policy work to people and communities across the Wasatch Region.



Let's keep talking.

Jessica Kjar, Community Manager | jessica@wasatchalc.org | wasatchalc.org

WALC's Policy Priorities

WALC's policy priorities are rooted in one core goal: helping communities create more homes of different types, sizes, and price points while reducing barriers that make housing harder to build, find, and afford.

At both the local and state level, WALC focuses on practical policy solutions that expand housing choice, support long-term affordability, and help more people live in connected, opportunity-rich communities.

These priorities are informed by best practices from Utah and across the country, but grounded in the practical needs of communities across the Wasatch Region.

01 **Accessory Dwelling Units (ADUs & DADUs)**

Supporting backyard cottages and other small-scale homes that create more housing choices in existing neighborhoods

02 **Affordable Housing Incentives**

Encouraging policies that help communities create homes affordable to households at a wider range of incomes.

03 **Community Land Trusts**

Supporting long-term affordability strategies that help create and preserve stable homeownership opportunities.

04 **New Housing Options**

Allowing a greater variety of homes, such as duplexes, townhomes, and small apartments, in more neighborhoods.

05 **Parking Flexibility**

Reducing unnecessary parking requirements that can raise housing costs and make it harder to build needed homes.

— How WALC Moves the Work Forward

WALC helps communities move housing conversations from confusion and conflict toward clarity, understanding, and practical action. Through public education, relationship-building, policy advocacy, and community engagement, WALC works to make housing and land use issues more accessible to residents, local leaders, and community partners.

Our approach is grounded in the belief that stronger housing conversations happen when people have clear information, meaningful opportunities to participate, and practical tools to connect policy decisions to the real needs of Utah communities.

1

Educate

Provide clear, accessible information about housing, land use, and the local decisions that shape affordability, opportunity, and neighborhood change.

2

Convene

Bring residents, local leaders, advocates, and community partners into the same conversation to build shared understanding and stronger local dialogue.

3

Advocate

Support practical reforms that expand housing choices, reduce barriers to opportunity, and help communities make room for more neighbors.

4

Engage

Create meaningful ways for people to stay informed, participate in local housing conversations, and take action in their own communities.

Why Clearfield Stood Out to Us

01

A GOOD DADU Policy Already in Place

Clearfield already allows detached accessory dwelling units (DADUs), small backyard cottages that add gentle housing choice without changing a neighborhood's character. That puts the City ahead of many peers on one of WALC's top statewide priorities, even as we work to build a broader statewide framework through bills like SB 284. It's real, practical common ground to build on together, and a policy other Utah cities could look to Clearfield as an early example of.

02

A City Willing to Have the Hard Conversations

From candid Planning Commission debate on housing tradeoffs to staff who welcome outside partners at the table, Clearfield has shown it's ready for real conversations about growth. When a recent zoning debate over downtown housing types raised hard questions about balancing retail and housing goals, commissioners and staff worked through those tradeoffs in the open instead of avoiding them. That kind of transparency, paired with a genuine willingness to bring outside partners into the conversation, is exactly the environment where WALC can be most useful.

03

A Talented Planner in Tyson Stoddard

Clearfield City Planner Tyson Stoddard brings sharp technical know-how and genuine openness to partnership. In conversations with planners across Davis County, Clearfield and Tyson keep coming up as leaders other cities look to. That's exactly the kind of staff relationship that makes good policy possible.

How WALC Can Help

Housing decisions take real staff time and expertise — especially for a fast-growing city with one planner wearing a lot of hats. WALC exists to be an extra set of hands, and we'd love to start with a working conversation between our teams about what that could look like here.

Policy & Technical Research

WALC can put together plain-language research and explainers on ADU rules, missing middle housing types, and other land use questions Clearfield is working through, the kind of resource that helps staff and residents get on the same page before a proposal ever reaches a public hearing.

Public-Facing Tools

Resources like the WALC Action Center that help residents understand what's being proposed and why, so people can weigh in on local housing decisions without needing to be policy experts first.

Community Engagement

Helping build public understanding and participation in local housing conversations, from public meetings to everyday questions, so residents feel informed enough to show up and engage, not just react after a decision is already made.

Connections & Coalitions

Ties to other Utah cities, universities, and housing partners that Clearfield can draw on for its hardest sites, so the City doesn't have to solve tricky infill lots alone or start from scratch each time.

Why WALC Should Be in the Room



WALC's staff and board bring deep experience in housing policy, land use, and local government, the kind of expertise that lets us speak fluently with elected officials, planners, and residents alike. That background means we can walk into a conversation like this one already understanding the tradeoffs Clearfield is weighing, and ready to be a resource rather than one more voice asking the City to figure it out.



WALC has a track record of helping Salt Lake City residents and community partners work through real housing decisions, from public education materials to organized input for the Planning Commission. Now we're bringing that same hands-on support to cities and counties across the Wasatch Front and Back, and we'd love for Clearfield to be part of that next chapter.



From the State Capitol to city council chambers across Utah, WALC has built the relationships and credibility to help move practical housing solutions forward, without a city needing to start from scratch. We've spent our first year proving that model works, and we're looking for partners like Clearfield who want to keep building on it together.

— The Design Challenge

WALC is launching a Missing Middle Design Challenge, a public design competition that gives real, hard-to-develop lots to Utah university architecture and planning students and asks them to design housing like duplexes, triplexes, fourplexes, and cottage courts. This is a WALC-led competition, and we wanted to highlight a city outside where we've primarily worked so far. We picked Clearfield.

This is modeled on Boise's Community Design Lab for Neighborhood Housing, so it's a proven approach, not an untested idea. Designs stay conceptual, with no obligation for Clearfield to build, permit, or rezone anything.

STEP 1

City shares real lot specs

STEP 2

Students design concepts

STEP 3

Jury reviews and selects

STEP 4

Concepts shared with the City

Where Things Already Stand

We'd love to have one or more Clearfield City Council members or the Mayor join the judging panel alongside WALC's board and community judges. You'll find more detail on the competition in your packet, and we'll be reaching out individually in the coming weeks. In the meantime, feel free to ask us anything about it tonight.



CLEARFIELD CITY

A PARTNERSHIP MOVING FORWARD

Turning Hard-to-Develop Lots Into Missing Middle Housing — Together.

Clearfield contains a number of irregularly shaped and constrained infill parcels that present challenges under conventional single-family development standards. WALC is launching a public design challenge that features these real-world Clearfield sites — putting the real specs for those lots in front of Utah university architecture and urban planning students, who will design housing that addresses the missing middle: duplexes, triplexes, fourplexes, cottage courts, and similar small-scale housing types. The challenge will demonstrate how thoughtful design can respect the Historic Neighborhood Overlay while making infill development more attainable.

The model is proven: This is modeled on the City of Boise's Community Design Lab for Neighborhood Housing, developed with the Gem State Housing Alliance, which invited designers to propose 3–12-unit housing typologies for real Boise sites and used the results to inform both public conversation and code updates. Clearfield will be the first city in Utah to bring this model to life.

WHY THIS, WHY NOW

01

Real Sites, Real Solutions

These are specific, real Clearfield lots that need creative thinking — not hypothetical exercises. Every design responds to your city's actual constraints.

02

Zero Cost, Zero Obligation

Designs are conceptual only. There's no commitment by the City to build, permit, or rezone anything — the value is in the ideas and the conversation they start.

03

A Local Face on a Big Issue

Utah's housing shortage conversation gets a tangible, local example. Students get a live project and portfolio piece; the City gets fresh design ideas at no development cost.

HOW IT WORKS

Clearfield City provides specs for two target lots — dimensions, zoning, setbacks, utilities, and context photos. **WALC** recruits participating Utah university architecture and urban planning programs and coordinates student teams, who design missing-middle concepts over the course of a semester or studio project. A jury of Clearfield officials, WALC representatives, and outside design reviewers evaluates the submissions, and finalist designs are exhibited publicly at City Hall, a community event, and WALC and City communications channels. WALC is securing outside funding for the competition award, and is managing every stage of the process — the City's time commitment stays light, and there is no cost or development obligation to Clearfield at any point.

WHAT EACH PARTNER GAINS

- **WALC** — Direct, hands-on engagement from elected officials. Sitting on a jury and attending the public exhibition gives WALC's board, staff, and volunteers a natural, project-based entry point with the officials it works with on ADU and missing-middle policy.
- **WALC** — A concrete, local way to raise the housing shortage. Instead of another policy briefing, this gives WALC a visible, community-facing project — student work, a public exhibition, City involvement — that makes the abstract housing conversation tangible for Wasatch Region residents.
- **Clearfield** — Recognition as a city leading on real housing solutions. Being the first Utah city to run a challenge like this is a distinctive, positive story for local press, state housing conversations, and future grant or partnership opportunities.
- **Clearfield** — Ownership of every resulting design and rendering. Each submitted concept, credited to its student author, becomes a ready-made visual resource for the City's own planning documents, public meetings, and outreach — at no design cost to Clearfield.
- **Clearfield** — Low-cost, creative input on your hardest-to-develop sites. The City's most challenging infill lots get fresh eyes from architecture and planning students, producing multiple concept options to consider — with zero obligation to act on any of them.

MOMENTUM SO FAR

LOT SELECTION

Two Lots Ready to Go

City Planner Tyson has identified two Clearfield lots for the initial round, with full specs to follow as the project moves forward.

REVIEW PANEL

A Strong, Balanced Jury

Tyson, two Planning Commission members, and WALC board member Jared have all agreed to judge — with a City Council member set to round out the panel.

TIMELINE & LOGISTICS

WALC Runs Point

WALC is recruiting university programs, coordinating student teams, and managing every stage of the competition — keeping the City's time commitment light from kickoff through exhibition.

LET'S TALK

Jessica Kjar, Community Manager
jessica@wasatchalc.org | 801-499-1490

wasatchalc.org

DESIGNS OWNED BY

Clearfield City, with credit to the originating student/program

Housing is Personal

Housing challenges do not show up in people's lives as abstract policy debates. They show up in the everyday decisions families are forced to make about where they can afford to live, how far they have to commute, whether they can stay near work, schools, or support systems, and what they have to give up just to remain housed. Behind every conversation about affordability, housing choice, or land use is a real person trying to build stability, stay connected to community, and find a home that fits their needs and budget.



A renter doing everything right — working, saving, and paying off debt — finally qualifies for a home, only to be priced out by cash offers and rising costs.



Parents watch their adult children move farther from work, delay having kids, or spend so much on housing that there is little left for savings, school, or everyday life.



A family with two incomes still struggles to find a stable home that fits their budget, household needs, and the support systems they rely on.

Utah's Housing Challenge, at a Glance

Utah's housing challenges are being shaped by continued growth, rising housing costs, and changing household needs. Across the state, communities are grappling with how to create enough homes for current residents while planning for future neighbors.

These pressures are showing up in a few clear ways: more households competing for limited housing options, rising prices, and growing demand for homes that work for different budgets, ages, and stages of life.

274,000

Projected Household Growth

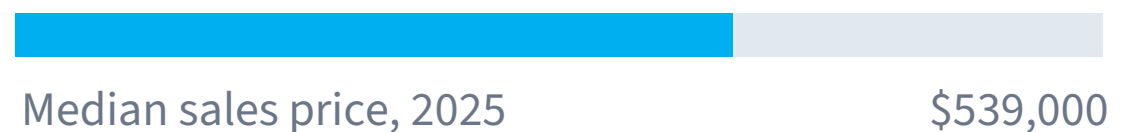
Utah is projected to add nearly 274,000 households between 2024 and 2033.



\$539K

Rising Home Prices

Utah's median home sales price reached \$539,000 in 2025, putting homeownership out of reach for many households.



1 in 5 Changing Household Needs

Nearly 1 in 5 Utah households are one-person households, increasing the need for a wider range of home types and price points.

An Aging Population

Utah's retirement-age population is expected to keep growing, increasing demand for homes that support aging in place and allow people to stay near family and services.

Local Pressure, Statewide Impact

Communities across Utah are being asked to plan for more neighbors while preserving access to jobs, schools, transportation, and everyday opportunity.

WALC Removes Barriers to Housing Access and Affordability

Wasatch Advocates for Livable Communities is a regional nonprofit working to help communities across Utah make room for more neighbors by expanding housing choice, reducing unnecessary barriers, and supporting connected, opportunity-rich communities.



We work at the intersection of housing, land use, transportation, local governance, and community development. Our role is to help residents, local leaders, and community partners better understand the decisions shaping Utah's communities and support practical solutions that make it easier for more people to find homes in the places they love.

WALC's work is nonpartisan, evidence-based, collaborative, and grounded in the belief that more people should be able to live in connected, opportunity-rich communities. We show up with research and facts rather than a predetermined position, we work alongside residents, local leaders, and city staff rather than around them, and we measure success by whether more people can find a home that fits their needs, not by winning any single policy fight.

Homes for Every Neighbor

WALC believes communities are stronger when more people can find homes that fit their needs, budgets, and stage of life — in neighborhoods that connect them to opportunity, community, and everyday essentials.

01

Housing Choice

A broader range of homes for people at different incomes, life stages, and household needs.



02

Thoughtful Growth

Land use decisions that help communities grow with intention while making room for current and future neighbors.



03

Connected Communities

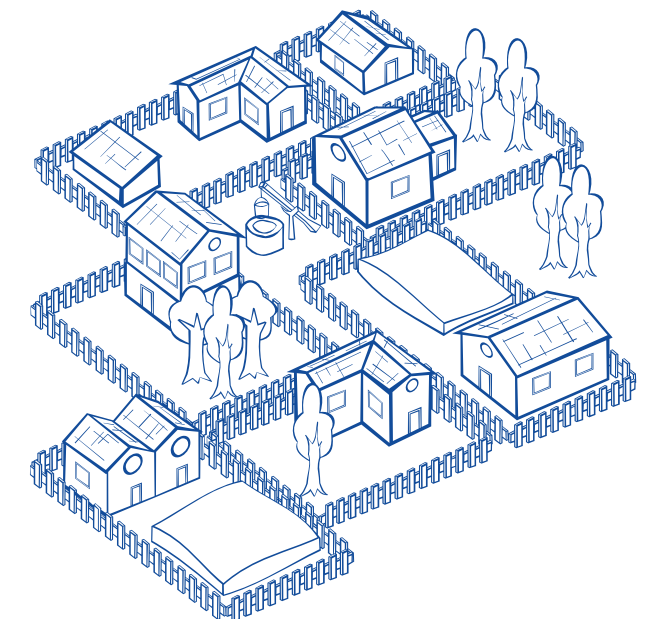
Housing, transportation, jobs, schools, and daily needs that work together to support everyday life.



04

Opportunity-Rich Neighborhoods

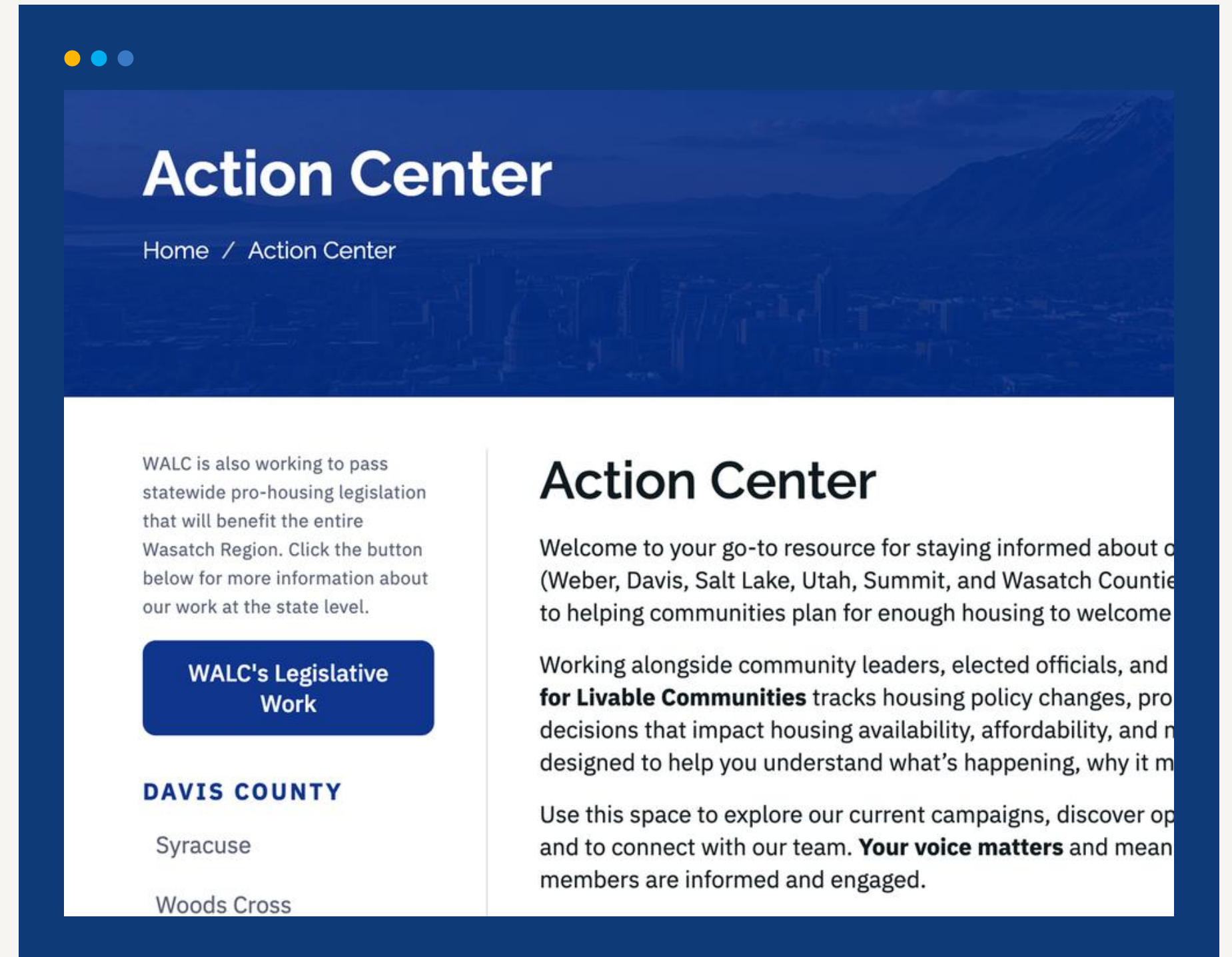
Places where more people can live near jobs, schools, parks, services, and the community connections that help them thrive.



— The WALC Action Center

The WALC Action Center is a public-facing resource that helps residents, local leaders, and community partners stay informed about housing and land use conversations across the Wasatch Region. It brings together local campaigns, policy updates, city-specific issues, and educational resources in one place, so people don't have to piece together what's happening from a dozen different agendas, news stories, and social media posts. Whether someone wants to understand a single proposal in their own city or see how housing decisions are playing out across the region, the Action Center gives them a clear, organized place to start.

For WALC, the Action Center is also an important engagement and education tool. It ties together our policy priorities, public education work, and local outreach so people have one accessible way to follow housing conversations, learn more about issues affecting their communities, and find real opportunities to get involved, whether that's attending a public hearing, submitting comment, or simply understanding a decision well enough to talk about it with their neighbors.



— What Success Looks Like in Practice

Success is not just a policy win on paper. It is WALC becoming a trusted resource in local housing conversations, helping advance practical reforms that expand housing choice, and building the public understanding needed for communities to make room for more neighbors over time.

In practice, that can look like helping shape local housing proposals, supporting statewide policy changes that create new tools for communities, and giving residents, local leaders, and partners the information they need to engage more constructively in housing and land use decisions.



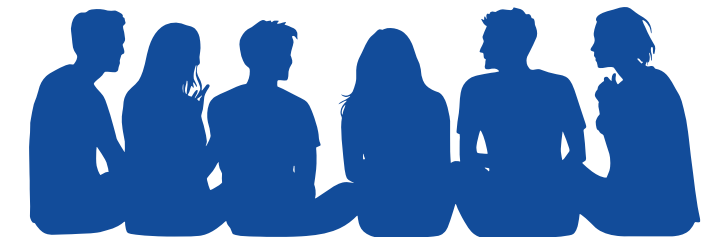
Becoming a trusted local resource

WALC is currently working alongside Salt Lake City residents and community partners as the City moves through its Expanding Housing Options process, helping people understand the proposal, sharing policy recommendations, creating public education resources, and organizing opportunities for community voices to engage with the Planning Commission and the City's public process.



Helping lay the groundwork for statewide housing reform

In the 2026 legislative session, WALC supported and helped advance SB 284, which established a statewide framework for detached accessory dwelling units (DADUs). While not the end goal, the bill created an important foundation that communities across Utah can now build on as they work to expand housing options.



Building public understanding and support

WALC's work also includes helping communities connect housing policy to everyday concerns like affordability, neighborhood change, and housing choice. Through polling, events, explainers, and public-facing tools, WALC is helping build the broader understanding and momentum needed for more productive housing conversations across the Wasatch Region.

— How to Work With WALC

WALC's work is strongest when it's rooted in partnership. We're not here to hand down a plan and walk away. We want to work alongside the people and organizations already invested in their communities, whether that's local officials, neighborhood groups, or residents just starting to pay attention to housing issues. Here are a few simple ways to bring us into the conversation:

Bring WALC in to talk with your board, neighborhood group, or community organization about housing choice, affordability, and thoughtful growth. We can tailor the conversation to your audience, whether that's a quick overview for a civic group or a deeper working session with staff and elected officials.

Invite Us to Speak

Lean on WALC's public education resources and the Action Center to stay informed about local housing conversations as they develop. These tools are built so residents and local leaders alike can follow what's being proposed, understand why it matters, and know where and when to weigh in.

Use Our Tools

Work with WALC on outreach, events, and local conversations, whether that's a single presentation or an ongoing collaboration. We're happy to co-host, provide materials, or simply be a resource in the background as your community works through its own housing decisions.

Partner With Us

Let's Build Stronger Communities

Brick by Brick.

QUESTIONS & CONVERSATION

Interested in bringing WALC into your community, organization, or housing conversation? We'd be glad to connect about presentations, local policy conversations, public engagement opportunities, and ways to support more housing choice across the Wasatch Region. Scan the QR code to visit our website, or email us at hello@wasatchalc.org if you have any questions.

**Thank you. We look forward
to learning alongside you and
building stronger, more
connected neighborhoods
together.**



TO: Mayor Shepherd and City Council Members

FROM: Braden Felix, Assistant Public Works Director

MEETING DATE: August 25, 2026

SUBJECT: Franchise Agreement for Forged Fiber 37

RECOMMENDED ACTION

Approve the franchise agreement

DESCRIPTION / BACKGROUND

Forged Fiber is an indirect, wholly owned subsidiary of AT&T that provides fiber internet services. They are currently acquiring some or all of the CenturyLink fiber (Lumen) infrastructure in the city and are installing even more. This franchise agreement is based on the template prepared by our own deputy attorney, Amy Jones.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

The expansion of fiber internet options to our residents allows for better competition and freedom to choose services.

HEDGEHOG SCORE

18

FISCAL IMPACT

Forged Fiber is paying the standard excavation permitting fees and the city will receive standard franchise fees with their connections.

ALTERNATIVES

1. Deny the agreement, not allow it.
2. Deny the agreement, make suggestions of changes to the template.



SCHEDULE / TIME CONSTRAINTS

None. They have started installing their conduits after their permit was approved.

LIST OF ATTACHMENTS

- Franchise Agreement for Forged Fiber 37

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between the Clearfield City, Utah (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, and Forged Fiber 37, LLC (hereinafter “FRANCHISEE”), a Limited Liability Company with its principal offices at 208 S. Akard St., Dallas, TX 75202. CITY and FRANCHISEE may be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the FRANCHISEE desires to provide wholesale broadband transmission services (hereinafter “System”) within the CITY and in connection therewith to establish a telecommunications network within the present and future rights-of-way of the CITY; and,

WHEREAS, the CITY has enacted Title 8, Chapter 6 of the Clearfield City Code, Telecommunications Use-of-Rights-of-Way Ordinance (“ROW Ordinance”), incorporated by reference; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to allow the FRANCHISEE a nonexclusive franchise to operate a fiber optic network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the FRANCHISEE agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ROW ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE.

1.2 Ordinance. The CITY has adopted the Telecommunications Rights of Way (ROW) Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. The FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with the ROW Ordinance. The parties agree that the provisions and requirements of the ROW Ordinance are material terms of this Agreement, and that each party hereby agrees to comply with the terms of the ROW Ordinance. The definitions in the ROW Ordinance shall apply herein unless a different meaning is indicated.

1.3 **Ordinance Amendments.** The CITY reserves the right to amend the ROW Ordinance at any time. The CITY shall give the FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. In the event of any conflict between this Agreement and the ROW Ordinance, the ROW Ordinance shall govern.

1.4 **Franchise Description.** The Agreement provided hereby shall confer upon the FRANCHISEE a nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public municipal Rights-of-Way in the City. The Agreement does not grant to the FRANCHISEE the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the FRANCHISEE's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** The FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the ROW Ordinance.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

1.7 **No Property Right.** This franchise does not convey any ownership interest in the Public Ways nor create any vested right beyond the term of this Agreement.

ARTICLE 2. FRANCHISE FEE.

2.1 **Franchise Fee.** For the Franchise granted herein, the FRANCHISEE shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410) and City ordinances. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 **Equal Treatment.** CITY agrees that FRANCHISEE shall receive terms, fees, and treatment no less favorable than those provided to any other similarly situated franchisee, whether existing or future.

ARTICLE 3. TERM AND RENEWAL.

3.1 **Term and Renewal.** The franchise granted to FRANCHISEE shall be for a period of fifteen (15) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial fifteen (15) year term of this Agreement, the franchise granted herein may be renewed by the FRANCHISEE upon the same terms and conditions as contained in this Agreement (plus any amendments to the ROW Ordinance, to this Agreement and/or any other applicable law) for two (2) additional five (5) year term at FRANCHISEE's option.

3.2 **Rights Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the FRANCHISEE and the CITY, or by revocation or forfeiture, and barring any sale by the FRANCHISEE to a third party (which requires assumption of this Agreement by such third party as well as CITY approval, which approval shall not be unreasonably withheld) the FRANCHISEE shall abandon its System within the CITY and at the CITY's request, unless some other arrangement is made with the CITY, remove from the Rights-of-Way any and all of FRANCHISEE'S System which exists above ground. In such event, it shall be the duty of the FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was affected. Notwithstanding anything to the contrary set forth in this Agreement, FRANCHISEE may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way.

ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and the FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 **Meet to Confer.** The FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the ROW Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional,

illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided, that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, “material consideration” for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the ROW Ordinance, and the City’s Excavation Permit Ordinance. For the FRANCHISEE, “material consideration” is its ability to use the Rights-of-Way for telecommunication purposes in a commercially reasonable and commercially viable manner, consistent with this Agreement, the ROW Ordinance, and the CITY’s Excavation Permit Ordinance.

ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure; or,

(b) The FRANCHISEE, by act or omission, violates a material duty herein set forth in any particular within the FRANCHISEE’s control, and with respect to which [full](#) redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the FRANCHISEE notice of such determination, the FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety (90) day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the FRANCHISEE; or,

(c) The FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the FRANCHISEE within sixty (60) days.

(d) The FRANCHISEE’s failure to comply with the ROW Ordinance shall constitute a material breach of this Agreement, subject to the notice and cure provisions set forth herein.

6.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the FRANCHISEE from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 **Remedies at Law.** In the event the FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the FRANCHISEE, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 7. PARTIES' DESIGNEES.

7.1 **CITY designee and Address.** The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the ROW Ordinance, all notices from the FRANCHISEE to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 55 State Street, Clearfield, Utah 84015, or such other officer and address as the CITY may designate by written notice to the FRANCHISEE.

7.2 **FRANCHISEE Designee and Address.** The FRANCHISEE's designated agent, officer or representative or designee(s) shall serve as the FRANCHISEE's representative regarding administration of this Agreement. Unless otherwise specified herein or in the ROW Ordinance, all notices from the CITY to the FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE's headquarter offices at 1200 17th Street, 10th Floor, Denver, CO 80202, Attention: William Soards, william.soards@forgedfiber37.com and FF_Right_of_Way@att.com, and such other office as the FRANCHISEE may designate by written notice to the CITY.

7.3 **Failure of Designee.** The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the CITY or FRANCHISEE.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 **Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, the FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the FRANCHISEE is effectively self-insured if the FRANCHISEE has substantial financial

resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 Indemnification. The FRANCHISEE agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the FRANCHISEE to assume the defense of such with counsel of the FRANCHISEE's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the FRANCHISEE shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 9. INSTALLATION

9.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other FRANCHISEES or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted and at City's sole discretion, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way. The CITY is under no obligation to postpone these other installations, repairs or maintenance of facilities if the FRANCHISEE is not able to meet the CITY's schedule.

9.2 Underground Installation. Notwithstanding the provisions of Article 1.3 and 1.4 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances including the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground facilities until and unless other similarly situated FRANCHISEE's in the same location are required to do so. FRANCHISEE shall comply with the requirements of Section 8-6-9(D) of the City Code, including obligations related to emergency actions, temporary relocation, and changes in rights-of-way, to the extent applicable and within FRANCHISEE's legal authority.

9.3 New Underground Installations. The Provider will be permitted to install new aerial cable runs if the Provider agrees that such new aerial cable runs will be relocated underground if and when the City later directs, and so long as the City, at the same time, requires

all other utilities with overhead facilities in the same location to move their facilities underground, so long as it is operationally and technically feasible to go underground at the time. Lines can be placed on already-existing poles. Those Facilities which cannot practically be placed underground may be left above ground. If all other utility lines are already underground in any section of a Public Way in which Provider wishes to install its new Facilities then Provider shall instead install its new cables underground. The foregoing contents of this shall not be construed to prohibit or limit Company's ability to: overlash cable onto existing aerial facilities; replace existing aerial cables or poles as part of maintenance or upgrade activities; or provide aerial drops to customers.

9.4 Cooperation with Others in Placing Lines Underground. To the extent the same does not materially increase Provider's costs or otherwise materially impact Provider's operations, the Provider shall, when undertaking a project of placing its fiber optic lines and other Facilities underground, cooperate with other utilities, agencies, or companies which have their lines overhead to have all lines placed underground as part of the same project. When other public utility companies or telecommunication companies are placing their lines underground and Provider is required to do so, as well, pursuant to section 7.9, the Provider shall, where feasible, cooperate with these utilities and companies and undertake to place its Facilities underground as part of the same project. Further, should the City, regardless of intent make available without cost to the Provider the underground infrastructure deemed necessary to allow for the Provider, along with all other utilities, agencies, or companies, to place its fiberoptic lines and other Facilities underground, Provider shall, cooperate with the City and these utilities, agencies, or companies and assume those remaining costs necessary to place its fiberoptic lines and Facilities underground as part of the same project; provided, however, this shall not be applicable to any relocation requests of Provider's existing fiberoptic lines and other Facilities.

ARTICLE 10. CONSTRUCTION AND TECHNICAL REQUIREMENTS

10.1 Acknowledgement of FRANCHISEE Obligations under ROW Ordinance. The FRANCHISEE acknowledges and agrees to follow the construction and technical requirements contained at section 8-6-7 of the City's ROW Ordinance, as amended, which section requires, among other things, that FRANCHISEE move or relocate its system at its sole expense according to the circumstances and notice provisions outlined therein. Notwithstanding the foregoing, FRANCHISEE's obligation to relocate facilities at its expense shall apply only to facilities located within the public rights-of-way or future rights-of-way and where FRANCHISEE has the legal right and practical ability to relocate such facilities. FRANCHISEE shall obtain all required excavation permits and approvals pursuant to applicable City ordinances prior to performing any excavation within the public rights-of-way.

10.2 FRANCHISEE shall inform CITY of any agreement made between them and a third party for use of equipment related to this agreement. All such third party users are required to enter into a separate agreement with CITY.

ARTICLE 11. GENERAL PROVISIONS

11.1 **Binding Agreement.** The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 **Utah Law; Dispute Resolution.** This Agreement shall be interpreted pursuant to Utah law. Any dispute arising out of this Agreement shall first be submitted to non-binding mediation. If mediation is unsuccessful, disputes seeking monetary damages shall be resolved by binding arbitration in Davis County, Utah, while either party may seek injunctive or declaratory relief in the Second District Court, Davis County, Utah, or the U.S. District Court for the District of Utah.

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

11.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. 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 paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 **No Presumption.** All 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.

11.6 **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 **Additional Agreements.** All parties are not precluded from entering into other legal agreements pertaining to the telecommunications systems noted within this agreement.

11.8 **Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Spencer Wayne Brimley, Assistant City Manager

MEETING DATE: August 25, 2026

SUBJECT: Award for Civic and Town Center Implementation Plan – MHTN

RECOMMENDED ACTION

No action is required in this matter. This is an informational item for staff to provide an update to the consultant selection process for the Town Center Plan and informing the Council what firm was selected.

DESCRIPTION / BACKGROUND

Earlier this year, City staff discussed with the City Council a plan for the redevelopment of certain areas of the city, and potential investments that could be made. One of those projects is Clearfield Town Square, a commercial area of approximately 10 acres directly south of City Hall. We have been calling this the "Civic and Town Center Vision and Implementation Plan." One of the most recent discussions on this project was the funding that we believed would be needed, and staff identified a funding gap of approximately \$50,000 that would be needed to complete the project. Staff explained their intentions to issue an RFP for the project and return to the Council when a selection was made to discuss the consultant. This could include additional discussions on funding, but the intent was to establish the \$95,000 cap and allow consultants to respond accordingly.

The City issued a Request for Proposals (RFP) for the project and received responses from eight consultant teams. Most of the responding firms were based in Utah, with a few firms located in neighboring states. The proposals were reviewed and scored by a selection committee consisting of Eric Howes, Braden Felix, Stacy Millgate, Tyson Stoddard, and Spencer W. Brimley. While the proposals were competitive and scoring was close, MHTN located in Salt Lake City emerged as the clear leader and was determined to be the most appropriate consultant for the project. MHTN has experience working with communities throughout Utah, including projects in Millcreek, Eagle Mountain, and other communities both on and off the Wasatch Front.

The FY2027 budget, approved on August 11, 2026, provides the necessary budget authority to move forward with the project. With the consultant selection complete and funding now available, staff is prepared to proceed with MHTN on the development of the Civic and Town Center Vision and Implementation Plan.



As an initial step in the planning process, MHTN has proposed a three-day charrette to bring together key stakeholders, including residents, City Council members, property owners, and other community partners. The charrette will provide an opportunity to better understand the community, gather local perspectives, and provide MHTN with additional context regarding the history and development of the City's previous planning efforts and related documents. This collaborative process will help establish a clear direction for the vision while also beginning to identify potential implementation strategies and opportunities.

Staff is working with the consultant to finalize the scope of work for the project and will review the contract at an upcoming meeting with the Core Team for the project. Additionally, there will be a monthly Project team meeting consisting of Department Heads from PW and CS, two Council Members, as well as CD staff and Econ. Dev. staff. These meetings will help guide the process and provide a wider view to ensure the project is tracking properly.

Staff is happy to provide a copy of the consultant response as needed to allow for a greater understanding of what MHTN has done in other places. MHTN is currently revising the scope of work to increase emphasis on implementation and avoid additional “planning fatigue” methods or processes.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy
- Providing Quality Municipal Services

This project aims to create a gathering space in the community, which may also have need for the city to assist with the implementation of this plan to ensure outcomes. There is a hope that there may be some civic space in this project, which will have implications for resource allocation, particularly staff. This has not been determined, but as we have noticed in other projects, Clearfield's ability to control outcomes is somewhat reliant on the City's control of property.

FISCAL IMPACT

\$95,000 is the budget for the project. \$50,000 of the budget was apportioned from the General fund. As was discussed during the meeting on August 11 regarding the final budget these funds will be reimbursed by RDA 8 in a mid-year budget amendment.

SCHEDULE / TIME CONSTRAINTS

Currently the consultant has proposed a 7 month window for this project. With kick-off potentially happening at the end of August or September, completion will be sometime in early spring.

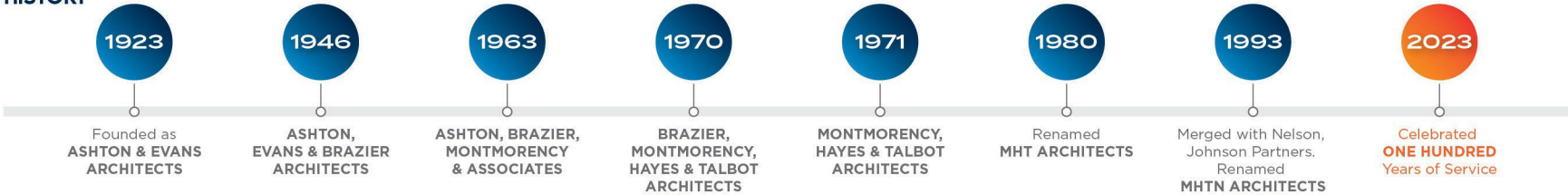
EXECUTIVE SUMMARY



vision made **real**

MHTN ARCHITECTS, INC.
280 South 400 West, Suite 250
Salt Lake City, Utah 84101
801.595.6700
www.mhtn.com
Federal Tax ID # 87-0374713

HISTORY



SERVICES



PREDESIGN

- › Programming
- › Master Planning
- › Facility Assessment
- › Bond Support



ARCHITECTURE

- › Building Design
- › Core & Shell, Tenant Improvement
- › Facility Renovations & Restoration
- › High Performance Design



INTERIOR DESIGN

- › Interior Design
- › Furniture Specification
- › Educational Space Planning
- › Experiential Graphics & Signage



LANDSCAPE ARCHITECTURE

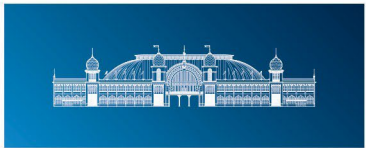
- › Site Evaluation
- › Site Development
- › Planting and Irrigation Design
- › Athletic Facility Design



PLANNING

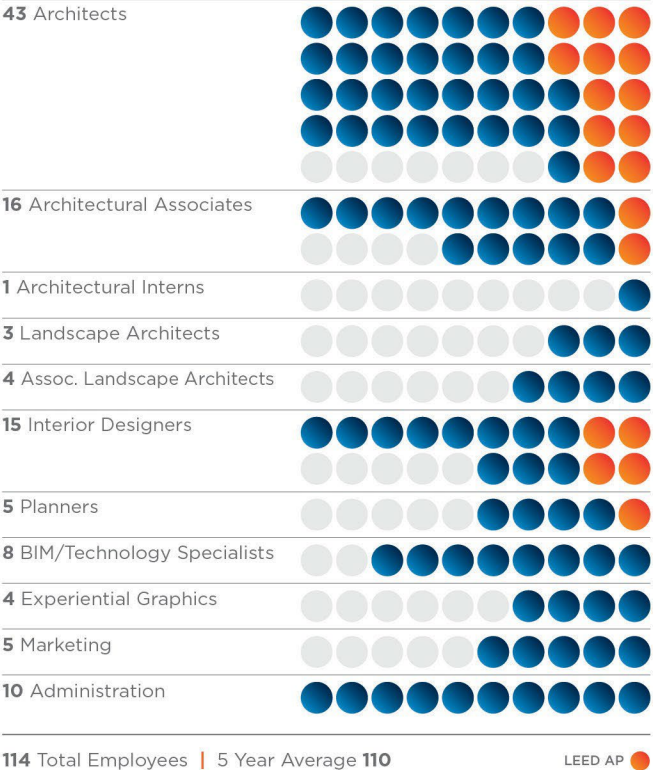
- › Master Planning
- › Urban Design & Placemaking
- › Land Use & Small Area Planning
- › Transportation & Corridor Planning

A CENTURY OF DESIGN



1923	Saltair Pavilion II
1936	Centre Theatre
1948	Veteran's Hospital
1951	Cancer Research Building
1960	Salt Lake City International Airport
1972	Heber City Zions Bank
1987	Salt Lake County Government Center
1999	Skaggs Catholic Center
2001	University of Arizona Student Union
2015	Mount Jordan Middle School
2023	Provo Municipal Airport

PERSONNEL





RESUMES



PEGGY McDONOUGH AIA, LEED AP

**PROJECT EXECUTIVE
DESIGN PRINCIPAL**

BArch, University of Notre Dame
Global Center for Architecture, Rome, IT

- » Began career in 1983
- » Began at MHTN in 2002
- » Advisory Board, University of Utah College of Architecture & Planning
- » License # 6090093-0301

EXPERIENCE

Taylorsville Commercial Center Centers Master Plan and Feasibility Study, Taylorsville, UT

Millcreek City Hall, Millcreek, UT

Millcreek City Center Master Plan, Millcreek, UT

Kaysville Civic Plaza and Main Street Visioning, Kaysville, UT

Kaysville City Hall Renovation and Addition, Kaysville, UT

Salt Lake County, West Jordan Library & Viridian Event Center, West Jordan, UT

Salt Lake County, Draper Library (LEED® Silver Certified), Draper, UT

Saratoga Springs Fire Station Improvements, Saratoga Springs, UT

Pluralsight Campus Master Plan, Draper, UT

Adobe Miscellaneous Tenant Improvement Projects, Lehi, UT

Sandy 10-Story Office and Parking Structure, Sandy, UT

Highline Office Park, Draper, UT

Bear River Bird Refuge Visitors Center, Brigham City, UT*

Antelope Island Visitors Center, Antelope Island State Park, UT*

Young Parents High School and Child Care Center, Kaysville, UT*

**Prior to MHTN*



RYAN WALLACE AIA, AICP, NCARB

**PRINCIPAL-IN-CHARGE
URBAN DESIGN LEAD**

Master of Architecture
North Carolina State University

- » Began career in 2010
- » Began at MHTN in 2015
- » American Institute of Certified Planners # 29438
- » License # 9767412-0301

EXPERIENCE

South Ogden City Center Master Plan, South Ogden, UT

Pleasant Grove Downtown Master Plan, Pleasant Grove, UT

American Fork Polycentric City Center Master Plan, AF, UT

Nampa Downtown Plan, Nampa, ID

Eagle Mountain Downtown Plan, Eagle Mountain, UT

Saratoga Springs Downtown Master Plan, Saratoga Springs, UT

Vernal Downtown Plan, Vernal, UT

Grantsville Main Street Vision, Grantsville, UT

Brian Head Main Street Plan, Brian Head, UT

Millcreek City Center Master Plan, Millcreek, UT

Kaysville Civic Plaza and Main Street Visioning, Kaysville, UT

Heber City Trailhead Plaza Design, Heber City, UT

Vernal Community Block Plan and Design, Vernal, UT

Millcreek Common Phase 2, Millcreek, UT

Millcreek City Hall, Millcreek, UT

Riverton City Hall Plaza, Riverton, UT

Kaysville City Hall Renovation & Addition, Kaysville, UT



TOM MILLAR

PROJECT MANAGER
MHTN Architects
Honors BA Urban Planning
University of Utah

- » Began career in 2013
- » Began at MHTN in 2026
- » Extensive Urban Planning, Transportation, Parks, and Plaza Design Experience
- » Public Sector Project Management Experience

EXPERIENCE

Parks, Trails, and Open Space \$85M General Obligation (GO) Bond Ballot Measure, Salt Lake City, UT*

Fleet Block Square & Mid-Block Streets, Salt Lake City, UT*

900 South & 9-Line Trail Implementation Study, Engineering Design & Construction, Salt Lake City, UT*

Kaysville & Farmington Active Transportation Plans, Davis County, UT*

Wayfinding, Signage, and Placemaking Plan, North Logan, UT

Foothill Drive Implementation Strategy, Salt Lake City, UT*

999 South Main Street Development Master Plan, Salt Lake City, UT

Glendale Park, Salt Lake City, UT*

Pioneer Park & Downtown Farmers Market, Salt Lake City, UT*

S-Line Station Areas Plan, South Salt Lake, UT

St. George Complete Streets Policy, St. George, UT*

Capital Asset Planning Committee, Salt Lake City, UT*

**Prior to MHTN*



EMILY SEANG

PUBLIC ENGAGEMENT
MHTN Architects
Honors Bachelor of Science in Urban Ecology, University of Utah

- » Began career in 2019
- » Began at MHTN in 2021
- » Extensive Public Engagement Experience

EXPERIENCE

Eagle Mountain Parks, Trails, and Open Space Master Plan Update, Eagle Mountain, UT

Vernal Community Block Plan, Vernal, UT

Pleasant Grove Implementable Downtown Plan, Pleasant Grove, UT

American Fork Polycentric City Center Master Plan, American Fork, UT

Eagle Mountain Downtown Plan, Eagle Mountain, UT

Heber City Main Street Park / Trailhead Plaza Plan, Heber, UT

Midvale Parks, Trails, and Open Space Master Plan, Midvale, UT

St. Andrews Parish Church, Daybreak/South Jordan, UT

West Valley Station Area Plans, West Valley City, UT

Holladay Spring Lane Adaptive Re-Use Plan (Phase 1 & 2), Holladay, UT

Vineyard 10-Year Economic Development Strategic Plan, Vineyard, UT

North Ogden Small Commercial Area Plan, North Ogden, UT

Midvale Fort Union Corridor Study, Midvale, UT

Midvale Station Area Plans, Midvale, UT

Midvale State Street Corridor Study, Midvale, UT

University of Utah Institute South Campus Planning Study, UT



MELISSA FRYER AICP

TOWN CENTER VISION DESIGN
MHTN Architects
Master of City and Metropolitan Planning
University of Utah

- » Began career in 2014
- » Began at MHTN in 2022
- » Member American Society of Landscape Architects
- » 2015 Urban Design Utah Honor Award
- » AICP # 417624

EXPERIENCE

Clearfield Library Plaza Concept Design, Clearfield, UT*

Smith Ranch Community Park Expansion, Eagle Mountain, UT

North Ogden South Commercial Area Plan, North Ogden, UT

Saratoga Spring Downtown Plan, Saratoga Springs, UT

Midvale Station Area Planning, Midvale, UT

300 West Corridor Plan, Salt Lake City, UT

5400 South Redwood Road Small Area Plan, Taylorsville, UT*

Bear Lake Comprehensive Master Plan, Garden City, UT*

Judge Memorial High School Master Plan, Salt Lake City, UT

Grand County School District Master Plan, Moab, UT

Gardner Learning & Leadership Building, Utah State University, Logan, UT

Juan Diego High School Performing Arts Center, Draper, UT

Layton High School Addition & Remodel, Layton, UT

Jordan High School Assessment, Sandy, UT

Blanding Elementary School, Blanding, UT

Cytiva Administration Building, Logan, UT

Provo Temple, Provo, UT

**Prior to MHTN*



CHRIS ZAHAS AICP

MARKET STRATEGY &
PROGRAMMING
Leland Consulting
Master of Urban and Regional Planning
Portland State University

- » American Planning Association
- » Western Planners Conference
- » Urbanism Next
- » Guest lecturer: Portland State University, University of Oregon
- » AICP # 019464

EXPERIENCE

Eagle Mountain Downtown Master Plan, Eagle Mountain, UT

North Salt Lake Town Center Market Study, North Salt Lake, UT

Draper Town Center Station Area Plan, Draper, UT

Ogden Onboard BRT TOD Study, Ogden, UT

Station Area Plans, West Valley City, UT

Commercial Centers Master Planning, Taylorsville, UT

Marmalade Block Redevelopment, Salt Lake City, UT

Economic Development Strategic Plan, Vineyard, UT

Redwood Road Corridor Study, Salt Lake City to South Jordan, UT

Johnson Street Property Redevelopment Plan, Missoula, MT

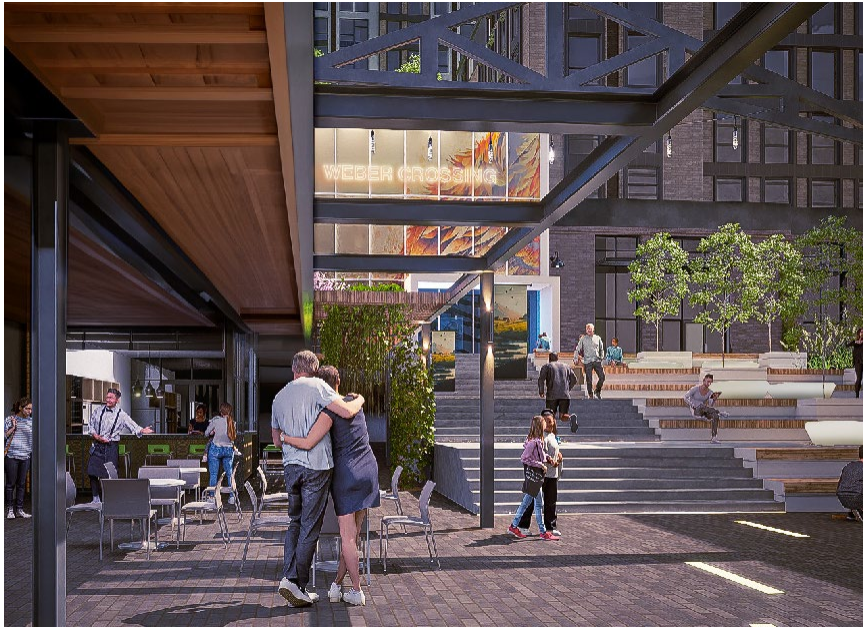
Downtown Civic Core Subarea Plan, Renton, WA

Downtown Housing and Revitalization Initiative, Boise, ID

Downtown Economic Vitality Transformation Strategy, Great Falls, MT

Downtown Market Strategy, Sioux Falls, SD

RELEVANT EXPERIENCE



WEBER CROSSING

Weber County (Public-Private Partnership)

650 Housing Units/50,000 SF of Commercial Space/800 parking stalls

Programming, Master Planning, Architecture, Landscape Architecture
Community Engagement, Signage and Wayfinding,
Experiential Graphic Design

Weber Crossing is a once-in-a-generation public-private partnership with Weber County to transform a prominent 3-acre Downtown Ogden site into a landmark mixed-use destination. The phased development will introduce housing, commercial space, enhanced streetscapes, a new paseo-parklet, and community amenities. Positioned to capitalize on OGX bus rapid transit and surrounding redevelopment, the project maximizes long-term economic value while strengthening placemaking, community connections, and fiscal benefits for Weber County and the City of Ogden.



DOWNTOWN PLAN

Saratoga Springs, Utah

2024 | 220 Acres

Master Planning, Urban Design, Placemaking Analysis, Landscape
Architecture, Active Transportation, Visual Design & Rendering

The Saratoga Springs Downtown Plan establishes a vision for a 20-acre gateway site at the center of the city's rapidly growing community. MHTN led planning and design services, developing design guidelines, land use recommendations, a planning framework, and economic strategies. The plan creates a walkable downtown with multimodal access, connected blocks, and public gathering spaces that support surrounding mixed-use development. Emphasizing the community's connection to nature, the planning process included extensive collaboration with the private landowner, stakeholders, and community members.



DOWNTOWN PLAN Eagle Mountain, Utah

2025 | 25 acres

Urban Design, Land Use Planning, Scenario Planning, Graphics/3D
Renderings, Project Management, Community Engagement

Inspired by the surrounding mountains, nature, and recreation opportunities, the Downtown Plan envisions a vibrant, pedestrian-friendly destination with shared streets, inviting public spaces, and intimate commercial areas for dining, shopping, and year-round community activities. Designed as the community's gathering place, the plan establishes a framework for phased implementation and year-round civic programming that guides future public and private investment while strengthening community identity.



CITY CENTER MASTER PLAN Millcreek, Utah

2018 | 100 Acres

Master Planning, Placemaking, Landscape Architecture

The Millcreek City Center Master Plan works in parallel with the City's ongoing General Plan process to consider how the stretch between Highland Drive and 1300 East could incorporate placemaking strategies in the creation of an identifiable vibrant City Center. The area includes redevelopment options for surface parking and aging commercial buildings providing possibilities to add mixed-use development and attract new economic opportunity and residents to the city. The plan includes a focused look at improving walkability and transportation alternatives.

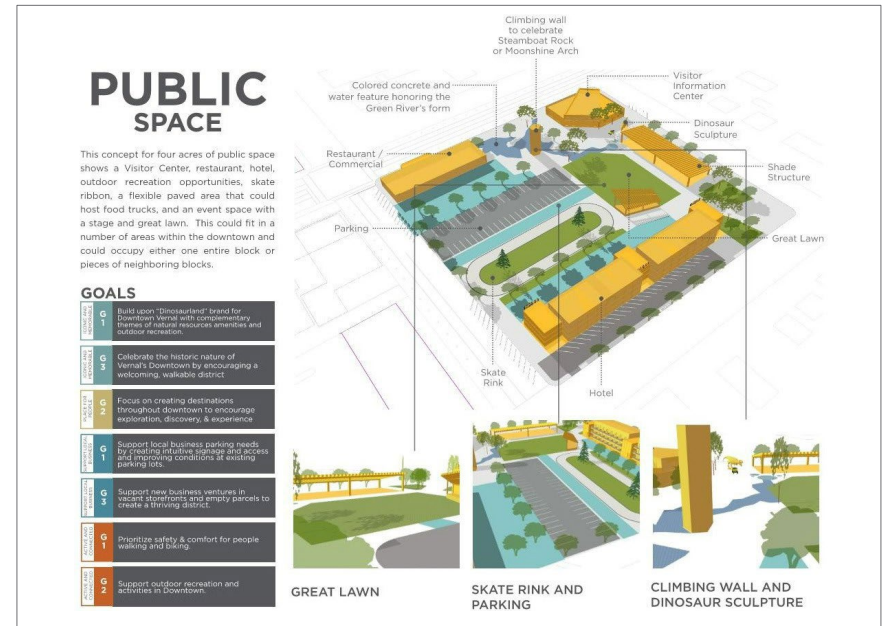


CITY CENTER MASTER PLAN North Logan, Utah

2025 | 61 Acres Core (200 acres Total)

Urban Design Land Use Planning, Scenario Planning,
Graphics/3D Renderings

The North Logan City Center Master Plan establishes a 30-year vision for a walkable, mixed-use downtown that supports sustainable growth while preserving the city's rural character. Through extensive community engagement, MHTN developed land use scenarios, market analysis, and detailed renderings to shape a vibrant retail and commercial center. Inspired by traditional New England Main Streets, the plan emphasizes durable materials, affordable housing, public-private partnerships, and a strong sense of place, creating a community-supported framework for future development.



DOWNTOWN REVITALIZATION PLAN Vernal, Utah

2020 | 54 Acres, Nine City Blocks

Master Planning, Placemaking, Landscape Architecture

Vernal's historic downtown exhibits indications of becoming vibrant but is relatively quiet. Heavy traffic and vacant storefronts enable the lack of pedestrian activity along the main thoroughfares. In recent years, Downtown Vernal has multiplied and draws thousands of people to their community events and nearby attractions, but not enough to support a thriving and active environment. Downtown Vernal has significant potential to become a retail hub with community events, activities, and walkable areas. A vibrant downtown Vernal will attract local residents, visitors and tourists to shop, dine, live and play.



SOUTH TOWN COMMERCIAL AREA PLAN

North Ogden, Utah

2023 | 22 Acres

Small Area Planning, Land Use Planning, Active Transportation, Urban Design, Graphics/3D Renderings, Project Management, Economic Development, Market Assessment | *In association with PSOMAS and ZBPF*

The North Ogden Washington Boulevard Plan reimagines a declining commercial corridor as a vibrant gateway and community destination. MHTN developed redevelopment strategies that transform surface parking and aging buildings into a mixed-use district supporting economic vitality. Central to the vision is the daylighting of Coldwater Creek, creating a new public open space that connects the site. The plan also enhances multimodal access, strengthens neighborhood connections, and incorporates market-driven recommendations and placemaking strategies to create a walkable, active commercial center.



DOWNTOWN MASTER PLAN

South Ogden, Utah

2026 | 69 Acres

Implementation Roadmap, Active Transportation, Urban Design, Downtown Vision, Community Engagement, Land Use Planning, Scenario Planning, Graphics/3D Rendering, Project Management

The South Ogden Downtown Plan transforms an auto-oriented commercial district characterized by expansive surface parking, inconsistent building placement, and limited pedestrian amenities into a connected, walkable downtown centered on vibrant public spaces and mixed-use development. Grounded in market realities and shaped through extensive public engagement, it provides an actionable roadmap for long-term economic growth, placemaking, and implementation. The plan works to improve multimodal connections, encouraging strategic redevelopment, and establish a strong urban design framework to create a cohesive vision that reflects the community's identity.

REFERENCES

MIKE WINDER

Millcreek City Manager
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NEW AND UNLISTED BUSINESS USES

Clearfield City Code § 11-1-17

- *Determination For Uses Not Listed as Permitted or Conditional*
 - *Made by the Planning & Zoning Administrator*
- *Process*
 - *Comparison of the proposed use characteristics with those of the uses specifically listed in the Land Use Title*
 - *Determination made in writing*
 - *Notification to the applicant, city recorder, planning commission, city council*
- *Appeal*
 - *10 calendar days to appeal to the planning commission*

Utah Code § 10-20-507 (2025, 2026)

- *Classification of New and Unlisted Business Uses*
 - *Determination if a proposed business use aligns with an existing land use specified in a city's land use ordinance*
- *City Process Required*
 - *Clearfield's existing process not fully aligned with new State Code*
- *Summary of Amendments to Comply with State Code*
 - *If a use is determined to be a new or unlisted business use*
 - *Applicant to submit application for approval to the legislative body for review*
 - *Legislative body to determine to approve or deny within a timeframe established by ordinance*
 - *If approved, legislative body to designate zone(s) where approved*
 - *If denied, notify applicant in writing listing reasons*
 - *If denied, offer the applicant an opportunity to challenge through an administrative appeal process*