

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
September 7, 2021 - WORK SESSION

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

Multipurpose Room
55 South State Street
Second Floor
Clearfield, Utah

6:00 P.M. WORK SESSION

Discussion on the Community Development Block Grant (CDBG) 2020/2021
Consolidated Annual Performance Evaluation Report (CAPER)

Discussion on Proposed Changes to the City's Community Development Block Grant (CDBG) Program

Discussion on the Request by Castle Creek Homes to Rezone the Properties
Located at Approximately 951 West 300 North (TIN:12-019-0131, 12-019-0133, & 12-019-0134)
from A-1 (Agricultural) to R-1-6 (Residential)

Discussion on the Request to Rezone the Properties (Library and Bicentennial Park)
Located at Approximately 526 South 1000 East (TIN: 12-004-0153) and (TIN: 12-004-0145)
from R-1-8 (Residential) to P-F (Public Facilities)

Discussion on the Clearfield Park at Antelope Subdivision Development Agreement for the Proposed
Townhome Development to be Located at Approximately 1608 South 1000 East

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

Dated this 2nd day of September, 2021.

/s/Nancy R. Dean, City Recorder

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



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Melissa Kometscher, CDBG Coordinator
Shawn Robinson, Assistant City Attorney
MEETING DATE: September 7, 2021
SUBJECT: Discussion on Consolidated Annual Performance Evaluation Report (CAPER)

RECOMMENDED ACTION

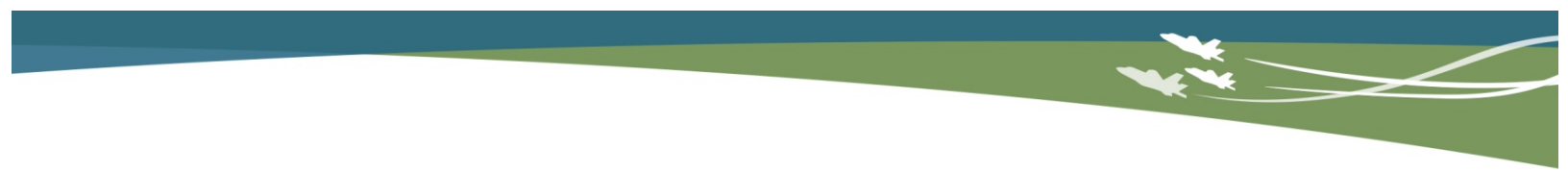
Review and discuss the 2020-2021 Consolidated Annual Performance Evaluation Report (CAPER).

DESCRIPTION / BACKGROUND

Attached is a copy of the 2020-2021 Community Development Block Grant (CDBG) Consolidation Annual Performance Evaluation Report (CAPER). This report is an overview of the accomplishments that were met during the previous program year. Citizens have been given the opportunity to review the plan at the Customer Service Center from August 30, 2021, to September 20, 2021. To date, no public comments have been received.

Highlights of the CAPER

<u>Program</u>	<u>Allocated Amount</u>	<u>Funds Used by Program</u>	<u>Number Served</u>
Open doors – Circles Program	\$15,051.00	\$14,990.99	84
The funds were used to pay salaries for the employees that work on the program and for supplies and services rendered as part of the program.			
Safe Harbor	\$5000.00	\$5000.00	52
The funds were used to pay for support staff in the shelter.			
Davis Community Learning Center	\$12,887.00.00	\$11,160.19	95
The funds were used to support the pay for two Family Support Specialists at Holt and Wasatch Elementaries.			
Down Payment Assistance	\$54,408.00	\$5,500.00	1
The funds were used to help a person in Clearfield with down payment assistance and for administrative cost to Davis Community Housing Authority to manage the program.			
Housing Rehabilitation	\$78,327.00	\$51,706.00	12
The funds were used to help those in Clearfield to rehabilitate their home and for administrative cost to Davis Community Housing Authority to manage the program.			



North Davis Senior Center	\$10,000.00	\$10,000.00	41
The funds were used to update the facility, which included ADA improvements to better serve their clients needs.			

IMPACT

a. FISCAL

N/A

b. OPERATIONS / SERVICE DELIVERY

N/A

ALTERNATIVES

N/A

SCHEDULE / TIME CONSTRAINTS

The CAPER is required to be submitted to HUD by September 30, 2021. Therefore, this item will need to be heard during the policy session on September 28, 2021.

LIST OF ATTACHMENTS

- CAPER Cover Page
- Draft Report
- PR26 – CDBG Financial Summary (Attached – In progress)
- PR06 – Summary of Consolidated Plan
- PR10 – CDBG Housing Activities
- Notice
- Section 3 HUD Form 60002 (Not attached – In progress)
- PR03 – CDBG Activity Summary Report

CDBG

CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (C.A.P.E.R.)



2020-2021

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Clearfield City, as a Small Entitlement community, received \$219,591 in CDBG funds to be used towards Grant Administration, the Housing Rehabilitation Program, Open Doors, Davis Community Learning Center, Down Payment Assistance Program, and Safe Harbor to assist low-moderate income individuals/families. In addition to these activities, ADA updates were made to the Davis County Health department to the North Davis Senior Activity Center. These projects are listed in Clearfield City's 5-Year Consolidated Plan. Table 1 below lists the goals as designated in the 5-Year Consolidated Plan, as well as the proposed and actual outcomes for each.

Clearfield City, as an Entitlement city, received \$237,164 in CDBG-CV funds to prevent, prepare for, and respond to coronavirus.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administration	Program Administration	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%

Facility Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10000	495	4.95%	100	495	495.00%
Housing Affordability and Rehabilitation	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	50	12	24.00%	10	12	120.00%
Housing Affordability and Rehabilitation	Affordable Housing	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	50	1	2.00%	10	1	10.00%
Public Services	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2880	0	0.00%	720	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the 2020-2021 program year, progress was made on the four listed goals that were established in the 2020-2024 Consolidated Plan. Below is a breakdown of the 2020-2021 CDBG funded projects as well as the number of people served through each.

North Davis Senior Activity Center

Clearfield City provided \$10,000 to North Davis Senior Activity Center so they could update their facility, which included ADA improvements to better serve their clients needs.

<u>Services Provided</u>	<u>Amount</u>
Salaries paid to individuals at Open Doors Circles program	\$10,000
Total	\$10,000

Proposed to serve: 100

Number of clients served: 41

Female head of household: 15

Ethnic Categories	Total Served 2020-2021
American Indian or Alaska Native	1
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White or Caucasian	30
Balance or individuals reporting more than one race	10

OPEN DOORS – CIRCLES PROGRAM

Clearfield City provided \$15,051 to Open Doors – Circles Program so they could pay salaries for the employees that work on the program and for supplies and services rendered as part of the program. The Circles Program aided low-income individuals with job training and job retention skills. The program also assisted participants with financial literacy and skills to help individuals no longer depend on social services.

<u>Services Provided</u>	<u>Amount</u>
Salaries paid to individuals at Open Doors Circles program	\$15,051
Total	\$15,051

Proposed to serve: 120

Number of clients served: 84

Female head of household: 5

Ethnic Categories	Total Served 2020-2021
American Indian or Alaska Native	0
Asian	12
Black or African American	0
Native Hawaiian or Other Pacific Islander	0
White or Caucasian	60
Balance or individuals reporting more than one race	12

DAVIS COMMUNITY LEARNING CENTER

Clearfield City provided \$12,887.00 to the Davis Community Learning Center. Services at the facility included computer classes, GED/High School completion, ESL classes and case management. The funds were specifically directed and used to fund two (2) Family Support Specialists (FFS) at Holt and Wasatch Elementaries. The work of DCLA and the family support specialists was hindered due to the COVID-19 pandemic. The work shifted providing resource referrals and emergency assistance to many Clearfield families affected by the pandemic. Limited hours were provide to the FSS at Holt and completely eliminated for the FSS at Wasatch Elementary. Assistance was provided to connect families at Holt elementary with monetary assistance, food assistance, and other resources. Ongoing case management was provided to __ individuals including __ families.

<i>Services Provided</i>	<i>Amount</i>
Salaries for two (2) Family Support Specialists with the Center (Serving Holt and Wasatch Elementaries)	\$12,887.00
Total	\$12,887.00

Proposed to serve: 750

Number of clients served: 95

Female head of household: 11

Ethnic Categories	Total Served 2020-2021
American Indian or Alaska Native	0
Asian	5
Black or African American	4
Native Hawaiian or Other Pacific Islander	13

White or Caucasian	72
Balance or individuals reporting more than one race	1

SAFE HARBOR

Clearfield City provided \$5,000 to Safe Harbor to help pay for the costs incurred in meeting the needs of the citizens of Clearfield City that stay at the facility. This shelter houses women and children that have been victims of domestic violence. Crisis counseling is provided with a 24/7 hotline and case management to survivors and their children while at the shelter. Safe Harbor offers fourteen distinct services, including protective orders, economic empowerment, services in Spanish, and children's services. They offer a safe and secure shelter for up to 30 days per state law including clothing, hygiene needs, food, medication and personal supplies. As the only shelter in Davis County, Safe Harbor works with local police departments, including Clearfield PD.

<u>Services Provided</u>	<u>Amount</u>
Operating costs for Domestic Violence Shelter including salaries	\$5,000.00
Total	\$5,000.00

Proposed to serve: 100

Number of clients served: 52

Female head of household: 28

Ethnic Categories	Total Served 2020-2021
American Indian or Alaska Native and Black or African American	1
Asian	1
Black or African American	0
Native Hawaiian or Other Pacific Islander	2
White or Caucasian	35
Balance or individuals reporting more than one race	13

DOWN PAYMENT ASSISTANCE PROGRAM

This program helps qualified first time home buyers with their down payment on a single family home. During the 2020-2021 program year, Clearfield City funded the down payment assistance program \$54,408.00. One (1) household was provided assistance with this program. Not all of the funds were spent and there is a balance of \$48,908.00 that will need to be reallocated in a future program year.

<i>Services Provided</i>	<i>Amount</i>
Down Payment Assistance for first time home-buyers	\$54,408.00
Total	\$54,408.00

Proposed to serve: 0 (Not included in the One Year Action Plan)

Number of clients served: 1

Female head of household: 0

Ethnic Categories	Total Served 2020-2021
American Indian or Alaska Native and Black or African American	0
Asian	0
Black or African American	0
Native Hawaiian or Other Pacific Islander	0
White or Caucasian	1
Unknown	0

HOUSING REHABILITATION PROGRAM

This program helps qualified homeowners with repairs such as the following: Accessibility modifications, code violations of health and safety concerns, new energy efficient windows, new siding, stucco or roof, new water and/or sewer lateral. Optional repairs or improvements (must be in addition to the previous listed items) include: new landscaping, new attached garage, and new driveway.

Clearfield City provided new funding for the rehab program for the 2020-2021 program year in the amount of \$78,327.00. Twelve (12) households were provided assistance with this program. Not all of the funds were spent and there is a balance of \$26,621.00 that will need to be reallocated in a future program year.

<u>Services Provided</u>	<u>Amount</u>
Housing Rehabilitation Assistance provided for moderate to low income households	\$78,327.00
Total	\$78,327.00

Proposed to serve: 10

Number of clients served: 12

Female head of household: 1

Ethnic Categories	Total Served 2020-2021
American Indian or Alaska Native and Black or African American	0
Asian	1
Black or African American	0
Native Hawaiian or Other Pacific Islander	0
White or Caucasian	11
Balance or individuals reporting more than one race	0

SAFE HARBOR - CV

Clearfield City provided \$64,000 through CGBD-CV to Safe Harbor to provide additional counseling, rental and flexible assistance, additional supplies for families, and to cover staff supportive services. This shelter houses women and children that have been victims of domestic violence. Crisis counseling is provided with a 24/7 hotline and case management to survivors and their children while at the shelter. Safe Harbor offers fourteen distinct services, including protective orders, economic empowerment, services in Spanish, and children's services. They offer a safe and secure shelter for up to 30 days per state law including clothing, hygiene needs, food, medication and personal supplies. As the only shelter in Davis County, Safe Harbor works with local police departments, including Clearfield PD.

<u>Services Provided</u>	<u>Amount</u>
Operating costs for Domestic Violence Shelter including salaries	\$64,000.00
Total	\$64,000.00

Proposed to serve: N/A

Number of clients served: 37

Female head of household: 31

Ethnic Categories	Total Served 2020-2021
American Indian or Alaska Native and Black or African American	0
Asian	1
Black or African American	1
Native Hawaiian or Other Pacific Islander	2
White or Caucasian	33
Balance or individuals reporting more than one race	2

ADMINISTRATIVE COSTS FOR THE C.D.B.G. PROGRAM

Clearfield City programmed \$43,918.00 to be used towards the Community Development Block Grant Administration. The funds were used to cover city staff time and noticing requirements.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	DAVIS COMMUNITY LEARNING CENTER	OPEN DOORS	SAFE HARBOR	SAFE HARBOR CDBG-CV
White	72	60	35	33
Black or African American	4	0	0	1
Asian	5	12	1	1
American Indian or Alaska Native	0	0	1	0
Native Hawaiian or Other Pacific Islander	13	0	2	0
Other multi-racial	1	12	13	0
Unknown (Client's may choos not to provide)	0	0	0	2
Total	95	84	52	37
Hispanic	14	12	16	11
Not Hispanic	81	72	36	26

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The information provided in Table 2, which is pulled from IDIS, only reflects the number of individuals/families served through the Davis Community Learning Center. Therefore, three more columns were added to include the individuals/families that were served by Open Doors and Safe Harbor, including CDBG-CV.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	\$219,591.00	\$108,125.34
HOME	HOME		
HOPWA	HOPWA		
ESG	ESG		
Other	Other	\$237,164	\$38,841.86

Table 3 - Resources Made Available

Narrative

It is difficult to project the amount of future CDBG funding. However, based on past funding appropriations, the City can expect to receive at least \$200,000 per year. During the past program year \$106,541.68 was spent, which is only 48.52% of the grant award of \$219,591. The remaining balance will need to be reprogramed into current or future activities as was done for unspent funds from previous years.

The following is a breakdown of the total amount allocated to each project and their remaining CDBG grant balance for the 2020-2021 program year:

Agency or Project Name	Allocated	Reimbursed	Balance
Open Doors – Circles Program	\$ 15,051.00	\$ 14,990.99	\$ 60.01
Davis Community Learning Center	\$ 12,887.00	\$ 11,160.19	\$ 1,726.81
Safe Harbor	\$ 5,000.00	\$ 5,000.00	\$ 0.00
Downpayment Assistance	\$ 54,408.00	\$ 5,500.00	\$ 48,908.00
Housing Rehabilitation	\$ 78,327.00	\$ 51,706.00	\$ 26,621.00
Infrastructure	\$ 10,000.00	\$ 10,000.00	\$ 0.00
CDBG Administration	\$ 43,918.00	\$ 9,768.16	\$ 34,149.84
TOTAL	\$219,591.00	\$ 108,125.34	\$ 111,465.66

As of August 13, 2021 48.52% of the total funds have been expended as shown above. As for the projects showing a remaining balance, these funds will need to be reallocated into another future project.

The City recieved the first allocation of CDBG-CV for the amount of \$129,178. The City allocated the amount of \$65,178 to Open Doors, and \$64,000 tp Safe Harbor.

Agency or Project Name	Allocated	Reimbursed	Balance
Open Doors	\$ 65,178.00	\$ 0.00	\$ 65,178.00
Safe Harbor	\$ 64,000.00	\$ 38,841.86	\$ 25,158.14
TOTAL	\$129,178.00	\$ 38,841.86	\$ 90,158.14

As of August 13, 2021 30.07% of the total funds have been expended as shown above.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
N/A	N/A	N/A	N/A

Table 4 – Identify the geographic distribution and location of investments

Narrative

Clearfield City did not identify a geographic target area as a basis for funding allocations.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Though matching funds are not required in order to receive CDBG dollars the public service projects use leverage additional resources. See below for a more detailed description of the funding resources. The following information is based upon the grant applications and actual funds leveraged may be different.

- Open Door's total project cost for the Circles Program was estimated at \$315,059. Open Doors was provided with \$15,051 CDBG dollars from Clearfield City. Open Doors indicated that they planned to receive \$108,000 from state funding programs, \$14,000 from other cities, and \$170,000 from private donors. In all, the Open Doors planned to leverage \$292,000 in additional resources.
- The Davis Community Learning Center's total project cost was estimated at \$22,650.92 and the CDBG program funded 56.89% (\$12,887) of the project. There were no additional resources due to HUD conflicts that only local CDBG funds could assist with the program.
- Safe Harbor's total project cost was estimated at \$35,335. Safe Harbor leveraged the \$5,000 CDBG dollars with \$10,601 from other federal sources, \$9,282 from the state, \$11,134 from private donors, and \$10,045 in-kind/volunteer hours. In all the Safe Harbor leveraged \$41,062 in additional resources.

In all, the leveraged resources totaled \$333,062.

There was not any publicly owned land or property located within Clearfield City that was used to address the needs identified in the plan.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

Clearfield City addressed homelessness by assisting 52 persons from Clearfield that were fleeing domestic violence by funding the Safe Harbor shelter and shelter services. However, this program is not reflected below as the services did not support rental assistance, nor the acquisition of units, new units, or rehabilitation of units.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	10	12
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The numbers above come from the one year action plan and reflect the goals of assisting households with the Housing Rehabilitation program (see page 153 of 2020-2021 One Year Action Plan). All twelve

(12) households were assisted with the Housing Rehabilitation program. As stated earlier in this report, the funds planned for the purchase of the vacant lot were reallocated to the Housing Rehabilitation program.

Based on the review of the City's performance and accomplishments during the 2020-2021 year, the City is meeting the objectives outlined in the 2020-2024 Consolidated Plan. Open Doors, Davis Community Learning Center, and Safe Harbor served a significant smaller amount of individuals from the previous year. The reasoning for this is due to COVID-19. Even though the Davis Community Learning Center, Safe Harbor, and Open Doors served a little less than expected all agencies should be commended for their dedication and hard work throughout the year. Each organization has seen growth over the past years and should continue to receive support from the City. The Down Payment assistance program has been used once to date, however, the Housing Rehabilitation program has seen increased interest and is beginning to be used successfully with seven (7) households receiving assistance in the final quarter of the program year. The Dow Payment assistance program will need to be updated to fit the needs of the residents with the current housing market.

Discuss how these outcomes will impact future annual action plans.

The City did not experience any issues or problems during the 2020-2021 program year that would require changes to future program years.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income (30%)	122	N/A
Very Low (50%)	66	N/A
Low-income (80%)	29	N/A
Moderate-income	27	N/A
Total	244	N/A

Table 7 – Number of Households Served

Narrative Information

The number of persons served in Table 7 include people served through the Davis Community Learning Center (95), Safe Harbor (52), Open Doors(84) as well as the Davis Community Housing Authority (13). Open Doors operates the Circles Program and Safe Harbor operates the only domestic violence shelter in Davis County. All of these numbers represent the number of Clearfield City residents served throughout the 2020-2021 program year. Based on the totals, 50% are extremely low-income or 30% of AMI, 27.05% are very low or 50% of AMI and 11.89% are low-income or 80% AMI. The remaining 11.07%

are classified as moderate-income. Therefore, 100% of all served do not exceed the low-income classification or 80% AMI.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Clearfield City's strategy is to reach out to the region's Continuum of Care, the Balance of State Continuum of Care, to ensure participation in efforts that identify and assess the needs of homeless persons living in the City. In addition, the City is part of the Local Homeless Coordinating Committee (LHCC) which is a regional effort that brings multiple agencies including service providers, government agencies, and faith based organizations together to discuss how to address homelessness and chronic homelessness. It also helps to ensure programs are not being duplicated therefore; resources can be used to the greatest extent.

Addressing the emergency shelter and transitional housing needs of homeless persons

Victims of domestic violence are a significant type of person in need of an emergency shelter and transitional housing. To this end, the City funded the only domestic and sexual violence service provider, Safe Harbor/Davis Citizens' Coalition Against Violence. The project allowed Safe Harbor to offer a protective shelter, case management, psycho-educational groups, crisis services, safety planning, outreach services, children's services, food, clothing, and other necessary services designed to assist this vulnerable population.

Open Doors provides additional assistance for individuals with a lack of financial literacy and with assistance from Circles Davis County, is able to provide courses for low-income individuals to break the cycle of poverty.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Clearfield City consulted and coordinated with the Balance of State Continuum of Care, Davis County

Local Homeless Coordinating Council, Safe Harbor, Davis Mental Health, County School District and Sheriff's Office, and Davis Community Housing Authority the most during the creation of the 5-Year Consolidated Plan for 2020-2024. Clearfield City staff have been unable to coordinate with these groups other than subrecipients due to other job responsibilities. These coordination efforts are important in order to continue to assist homeless persons make the transition to permanent housing and independent living. Though the City continually works with these organizations, the City did not allocate 2020-2021 funding toward this activity exclusively.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Clearfield City worked with the Davis Community Learning Center and Safe Harbor which provide resources and assistance to help homeless persons make the transition to permanent housing and independent living. Though the City continually works with service providers, the City did not allocate 2020-2021 funding toward this activity exclusively.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Not applicable. Clearfield City did not have action items planned in 2020-2021 to address public housing needs.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable. Clearfield City did not have action items planned in 2020-2021 to address public housing needs.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City has sought and continues to explore opportunities to implement and create programs that remove barriers to affordable housing options. One of the ways that this is accomplished is through The Moderate Income Housing Plan. This plan provides a detailed analysis of the City's housing inventory, affordability, and need. The Plan is continually evaluated and updated to provide a basis for future planning processes. As of the end of the program year, staff has made progress on updating the plan to meet new state requirements for monitoring and reporting on the Moderate Income Housing Plan. In response to the policy changes in Clearfield City with the new codes, there has been an increase of housing construction along State Street and in other areas of the city to allow for the creation of more housing choices, and more options for those who live along major transit corridors. One unique characteristic to Clearfield City is a lack of market-rate multi-family developments. One of the recently completed projects known as City Center, is rented out at market rate. Based upon current information the development has an occupancy rate of ninety-five to ninety-eight percent (95%-98%), which is a healthy occupancy rate for multi-family developments. With the addition of market-rate and affordable housing projects under construction, the City will provide a variety of housing options, from townhomes, apartments, and other future single family housing opportunities. Each project, working closely with the City, will provide a diverse array of housing for the community.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Clearfield City's Analysis of Impediments was updated in 2020 and the City is working toward a plan for implementation that will help address the obstacles to meeting the needs of the underserved population. The CDBG Coordinator has been invited to attend monthly meetings with the Davis Local Homeless Coordinating Committee, which brings people from multiple agencies together to discuss homelessness and underserved individuals/families. To date, the CDBG Coordinator has been unable to attend but works to obtain information through the subrecipients.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Though there are number of homes that were built before 1978 that may contain lead-based paint, they are not reported to the Davis County Health Department. The Health Department is a legal entity responsible for lead-based paint remediation efforts. The City and Health Department continue to provide information to residents on the dangers and remediation action that can be taken to reduce or mitigate the threat of lead-based paint. The Health Department no longer performs lead-based paint evaluations. The City will direct residents with concerns related to lead-based paint to the Davis County

Health Department for resources and assistance.

Based upon a recent audit by the U.S. Department of Housing and Urban Development in June, 2019, Clearfield City must modify the lead-based paint policies. This is specifically an issue with the Housing Rehabilitation program and is a requirement of the audit.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City funded Open Doors which allowed the organization to provide case management to at-risk and low income families. The funding provided educational efforts that will help youth, elderly, and low income persons escape poverty and homelessness.

The City also funded the Davis Community Learning Center in order to provide funding to two volunteer and resource coordinators at two Title 1 schools, Wasatch and Holt Elementaries. The resource coordinators connect families in need or in crisis with various resources in the community. The coordinators then follow up with the clients to ensure they received the services they needed. Some of the services include: tutoring, after school programs, tutoring English Language learners, Sub for Santa collection and distribution of coats, backpacks, school supplies, etc.

The city also funded Safe Harbor staff in order to provide services to those who have left domestic violence. The staff assist those in shelter with life skills to find stable housing away from the abuser and the shelter so they do not go into poverty.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City did not have a plan to develop the institutional structure in the 2020-2021 program year.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

In order to achieve the requirement from HUD, the City actively participates in organizations that are committed to ending homelessness and providing transitional housing for low to moderate income families. One of the most active organizations the City works with is the Local Homeless Coordinating Committee ("LHCC"), which consists of entitlement jurisdictions, non-profit organizations including CDBG subrecipients: Open Doors, Davis Community Learning Center, and Safe Harbor.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Conclusions and Action Plan of Analysis of Impediments to Fair Housing Choice are listed below:

Impediments Found

1. **Large populations of minorities, disabled, low-income and other protected classes found in Clearfield.** Affordable housing for protected classes was found to be available throughout Clearfield with very little segregation, but there is not enough throughout the county leading to concentrations of protected class populations within Clearfield City, (as well as Sunset and Layton) and a need for a more regional approach to serving protected classes and providing an adequate supply of affordable housing.

Low income households looking for affordable rental housing are likely to find what they're looking for within and around Clearfield, but years of zoning restrictions in other cities have led to concentrations of protected class populations within Clearfield and fewer low-income housing opportunities in other areas of the county. Clearfield has more low-income, minority, single-parent, households with disabilities, and non-English speaking households than other cities. The regional AI study also suggests that there be a regional approach to providing more affordable housing throughout the county to desegregate the concentrations found within certain cities, including Clearfield. While segregation of protected classes does not appear to be a significant problem within Clearfield itself, it does seem to be a problem on a regional level.

Recommendations for Regional Planning for Affordable Housing:

Clearfield City will look for opportunities to collaborate with other cities and the county on housing, transportation and employment issues in order to reduce concentrations of minority renters. Clearfield City will work on taking a regional approach to affordable housing issues and will look for opportunities to collaborate and thereby improve neighborhoods within Clearfield City.

2. **Not enough accessible and visitable single family homes or large accessible rental units.** This is true throughout the region. Large families and households including a person with a wheelchair are extremely limited geographically due to lack of supply of large accessible rentals and accessible single family homes. These families are further limited in places they can go and visit by a lack of "visitable" homes.

Accessibility and Visitability Recommendations:

HUD endorses the "visitability" concept, which is a voluntary standard promoted by the Department in new construction and existing properties. Visitability means that at least one entrance is at grade (no step), approached by an accessible route, such as a sidewalk and the entrance door and all interior doors on the first floor are at least 34 inches wide, offering 32 inches of clear passage space. Visitability allows mobility impaired residents to visit families and friends where this would not otherwise be possible. A visitable home also serves persons without disabilities (for example, a mother pushing a stroller, a person delivering large appliances, a person using a walker, etc.).

3. **Lack of single family homes suitable for large families and large Hispanic families at or above median income.** Clearfield has an abundance of homes suitable for families in the low to moderate

income range, but large families at or above median income often move out of Clearfield in order to find a suitable home to rent or buy.

Recommendations for increasing housing choice for large families:

Clearfield city recognizes a need for more homeownership opportunities for all incomes, especially moderate income families. For those at or above median income looking to buy a home in Clearfield, there is not much inventory. The Analysis of Impediments from 2020 includes a recommendation for higher end single family homes to balance the community and keep families in the city once they're ready to move on from their first "starter home." However, Clearfield's ability to meet this recommendation is limited due in part to the limited supply of undeveloped single family parcels. Clearfield City recognizes this need and will seek to address it through zoning to ensure that new development results in a diversification of housing stock. Remaining property available for future single family development will continue to be planned for in the General Plan. Clearfield City will continue to work with developers and property owners to develop larger single family homes where possible.

4. **Bank loan applications for Hispanics have roughly twice the denial rate than whites in Clearfield and Layton.** Due to the number of applications turned down with no documented reason, the reason for this disparity is unknown. But because of Clearfield's large Hispanic population and low home-ownership rates this disparity could be an important impediment to fair housing choice.

Recommendations to ensure equal opportunity to lending:

In previous years the CDBG coordinator has conducted meetings, and in the future may initiate written correspondence with the banks in Clearfield covered by the city's HMDA review. It has not been done consistently, however. Clearfield City recognizes the need and importance of this practice and will revisit our efforts to ensure lenders are following equal opportunity requirements.

5. **There are specifically two (2) census tracts within Clearfield (shown on the following map) that have higher rates of poverty, minorities, low-income disabled, deteriorating housing stock, and medically underserved populations.**

The tract on the west has very little population living there and it is mainly an industrial area. However, the tract shown on the east could greatly benefit by investment. Improvements to these neighborhoods in terms of infrastructure and public transportation, improving Title 1 schools and supporting English programs for LEP adults, and economic development will improve housing choice and neighborhood stability and increase opportunities within Clearfield City.

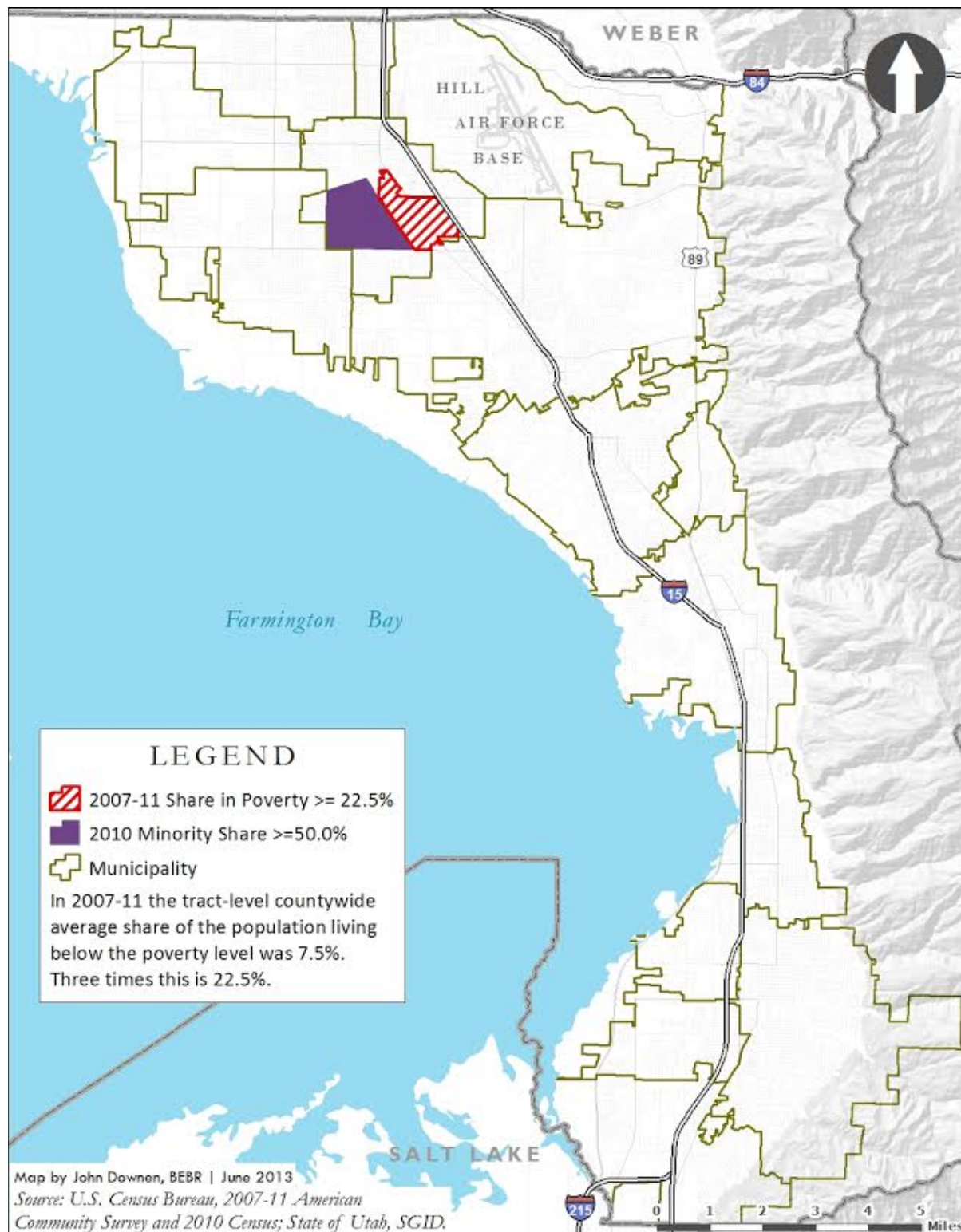
Recommendations for improving underserved census tracts:

Clearfield will target the two (2) underserved census tracts for reinvestment activities such as rehabilitation and, as necessary, demolition of vacant housing and the construction of replacement housing.

Clearfield will offer economic incentives for housing developers/sponsors, businesses (for commercial and employment opportunities), bankers, and other interested entities that assist in the revitalization effort.

Clearfield will coordinate this information with already designated RDA zones and set priorities based on need. Clearfield City already has RDA 7, RDA 9, RDA 10, EDA 3 (ATK), and the Clearfield Station CDA that fall within these two underserved census tracts. All of them are available to be utilized as tools to incentivize redevelopment or investment in those tracts. EDA 3 is specific to industrial development (job creation).

DRAFT



CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The CDBG program was administered within the Community Development Department by the Senior Planner/CDBG Coordinator for the year 2020-2021. This allows for a more comprehensive review and oversight of the program. Additionally, this ensures that projects funded with CDBG funds are implemented in conjunction with other comprehensive planning activities. The City's Community Development staff work under the direction of the Community Development Director who works under the City Manager, Mayor and City Council.

The City works with a HUD representative out of the Denver Regional office who audits the City and its CDBG program. City staff work directly with CDBG grant sub-recipients to ensure the sub-recipients are aware of all of the program's policies and regulations. The City requires that the sub-recipients create a scope of work that outlines their project's accomplishments. This is then included in a signed agreement with the City. The agreement allows the City to conduct site inspections, review financial records and other records, and determine matters of compliance and environmental regulations. The City also conducts internal monitoring control checks as part of the annual budget and annual independent audit.

The HUD representative audited the Clearfield CDBG program in June 2018 and compiled a report of seven (7) findings that needed to be corrected by the end of October 2019. Those findings have been corrected to the satisfaction of HUD. One of the findings was a lack of sub-recipient on-site monitoring. This has continued to be an item for city staff to correctly address and allocate time to. With the current pandemic and inability by staff to allocate time for sub-recipient monitoring, activity has not taken place do date. The CDBG Coordinator recognizes the need to perform sub-recipient monitoring and intends to do so when possible.

Citizen Participation Plan 91.105(d); 91.115(d)

Description of the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Prior to the adoption of the consolidated plan, Clearfield City informed the public about the plan process, the amount of federal assistance expected from HUD, and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low and moderate income. This information was available in the Clearfield City Community Development Department.

The City's largest minority population is made of Hispanic and/or Latino persons. In order to encourage participation from these minorities, the public hearing announcements were published in the newspaper in both Spanish and English.

During the public hearing, on March 23, 2020, the following public comments were received on the 2020-2021 Action Plan:

No public comment was provided.

The second public hearing was held on May 12, 2020 in which the City Council approved and adopted the final plan as written. This plan was made available for public comment for 30 days.

Citizens were given the opportunity to review the 2020-2021 Consolidated Annual Performance Evaluation Report (CAPER) in Customer Service from August 30, 2021 to September 17, 2021.

No public comment was provided.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were not any changes to the City's program objectives during the 2020-2021 year. Due to COVID and COVID restrictions, the sub-recipients served less of the population.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.



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PR26 - CDBG Financial Summary Report

Program Year 2020

CLEARFIELD , UT

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	219,591.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	219,591.00

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	82,262.08
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	82,262.08
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	6,490.55
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	88,752.63
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	130,838.37

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	78,821.83
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	78,821.83
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	95.82%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	30,297.08
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	30,297.08
32 ENTITLEMENT GRANT	219,591.00
33 PRIOR YEAR PROGRAM INCOME	4,050.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	223,641.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.55%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	6,490.55
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	6,490.55
42 ENTITLEMENT GRANT	219,591.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	219,591.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	2.96%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	7	153	6479813	North Davis Senior Activity Center	03A	LMJFI	\$10,000.00
					03A	Matrix Code	\$10,000.00
2019	4	146	6399737	Safe Harbor	05G	LMC	\$1,617.53
					05G	Matrix Code	\$1,617.53
2019	6	143	6399729	Open Doors - Circles Program	05H	LMC	\$5,125.01
2020	2	147	6456445	Open Doors - Circles Program	05H	LMC	\$5,726.61
2020	2	147	6503724	Open Doors - Circles Program	05H	LMC	\$7,661.07
					05H	Matrix Code	\$18,512.69
2019	3	139	6399735	Davis Community Learning Center	05Z	LMC	\$2,777.52
2020	3	148	6430526	Davis Community Learning Center	05Z	LMC	\$984.03
2020	3	148	6489969	Davis Community Learning Center	05Z	LMC	\$2,965.06
					05Z	Matrix Code	\$6,726.61
2020	6	151	6493888	Down Payment Assistance	13B	LMH	\$5,500.00
					13B	Matrix Code	\$5,500.00
2019	5	142	6399727	Housing Rehabilitation	14A	LMH	\$13,579.00
2020	1	152	6430527	Housing Rehabilitation	14A	LMH	\$14,086.00
2020	1	152	6492285	Housing Rehabilitation	14A	LMH	\$8,800.00
					14A	Matrix Code	\$36,465.00
Total							\$78,821.83

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2019	4	146	6399737	No	Safe Harbor	B19MC490008	EN	05G	LMC	\$1,617.53
2020	4	149	6430524	No	Safe Harbor	B20MC490008	EN	05G	URG	\$1,156.26
2020	4	149	6456447	No	Safe Harbor	B20MC490008	EN	05G	URG	\$1,401.60
2020	4	149	6494094	No	Safe Harbor	B20MC490008	EN	05G	URG	\$882.39
								05G	Matrix Code	\$5,057.78
2019	6	143	6399729	No	Open Doors - Circles Program	B19MC490008	EN	05H	LMC	\$5,125.01
2020	2	147	6456445	No	Open Doors - Circles Program	B20MC490008	EN	05H	LMC	\$5,726.61
2020	2	147	6503724	No	Open Doors - Circles Program	B20MC490008	EN	05H	LMC	\$7,661.07
								05H	Matrix Code	\$18,512.69
2019	3	139	6399735	No	Davis Community Learning Center	B19MC490008	EN	05Z	LMC	\$2,777.52
2020	3	148	6430526	No	Davis Community Learning Center	B20MC490008	EN	05Z	LMC	\$984.03
2020	3	148	6489969	No	Davis Community Learning Center	B20MC490008	EN	05Z	LMC	\$2,965.06
								05Z	Matrix Code	\$6,726.61
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$30,297.08
Total										\$30,297.08

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	2	140	6404538	CDBG Administration	21A		\$2,742.00
2019	2	140	6419499	CDBG Administration	21A		\$2,597.75
2020	5	150	6431544	CDBG Administration	21A		\$122.40
2020	5	150	6439738	CDBG Administration	21A		\$200.00
2020	5	150	6457986	CDBG Administration	21A		\$40.00
2020	5	150	6473346	CDBG Administration	21A		\$216.00
2020	5	150	6473349	CDBG Administration	21A		\$190.80
2020	5	150	6477564	CDBG Administration	21A		\$176.40
2020	5	150	6477565	CDBG Administration	21A		\$205.20
					21A	Matrix Code	\$6,490.55
Total							\$6,490.55

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IDIS

Plan IDIS Year Project	Project Title and Description		Program	Project Estimate
2020 1	2020 Housing Rehabilitation	Funds will be used towards a housing rehabilitation program for owner occupied units in Clearfield City. This is a newer program and it will be set up on a matching ratio 1:4 and not to exceed \$8,000 grant per household. (Low-Mod Limited Clientele) (Low-Mod Housing) (14A Rehab: Single-Unit Residential)	CDBG	\$78,327.00
2	2020 Open Doors - Circles Program	Circles Program provides job training and skills for low-income families. (Low-Mod Limited Clientele) (05H Employment Training & 05 Other Public Services)	CDBG	\$15,051.00
3	2020 Davis Community Learning Center	The Davis Community Learning Center project will fund the salaries of two volunteer and resource coordinators at Wasatch and Holt Elementary schools, both Title 1 schools. The project will assist with the administrative expenses in order to offer ESL, GED completion, parent involvement classes, citizenship, and computer classes. - (Low-Mod Limited Clientele)(05 Public Services General)	CDBG	\$12,887.00
4	2020 Safe Harbor	The Safe Harbor project will provide funds that will allow for case management, self-sufficiency support, educational and supportive groups, life skills classes, and connections to other resource agencies to victims of domestic violence. - (Low-Mod Limited Clientele) (05G Services for Battered and Abused Spouses)	CDBG	\$5,000.00
5	2020 Program Administration	Administration of CDBG program funds and activities.	CDBG	\$43,884.00
6	2020 Home Ownership Assistance	Homeownership for low and moderate income households may include reducing mortgage principal and interest, paying closing costs, paying a portion of the downpayment, and other activities included in this category.	CDBG	\$54,408.00
7	2020 Infrastructure	The City will help provide ADA accessibility and other eligible improvements at the Davis County Senior Center in Clearfield.	CDBG	\$10,000.00
8	CV-Open Doors	Open Doors will use these funds to provide rental assistance for 10 families up to \$1500. Wage of \$12.00 for food bank worker up to \$12,480. Salary for one full-time case worker at \$18.00 an hour, a part-time Circles Coach to assist with Covid response, and to cover the benefits of those positions.	CDBG	\$65,178.00
9	CV-Safe Harbor	Funding to provide additional counseling, rental and flexible assistance, additional supplies for families, and to cover staff supportive services due to Covid-19.	CDBG	\$64,000.00
10	CV-Housing/Rental Assistance	Clearfield City will use CV funds to assist low/mod families and households that have been impacted by the COVID 19 pandemic with housing/renting costs. This does not include utility payments.	CDBG	\$107,986.00

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IDIS

Plan IDIS Year Project	Project Title and Description		Program	Committed Amount
2020 1	2020 Housing Rehabilitation	Funds will be used towards a housing rehabilitation program for owner occupied units in Clearfield City. This is a newer program and it will be set up on a matching ratio 1:4 and not to exceed \$8,000 grant per household. (Low-Mod Limited Clientele) (Low-Mod Housing) (14A Rehab: Single-Unit Residential)	CDBG	\$78,327.00
2	2020 Open Doors - Circles Program	Circles Program provides job training and skills for low-income families. (Low-Mod Limited Clientele) (05H Employment Training & 05 Other Public Services)	CDBG	\$15,051.00
3	2020 Davis Community Learning Center	The Davis Community Learning Center project will fund the salaries of two volunteer and resource coordinators at Wasatch and Holt Elementary schools, both Title 1 schools. The project will assist with the administrative expenses in order to offer ESL, GED completion, parent involvement classes, citizenship, and computer classes. - (Low-Mod Limited Clientele)(05 Public Services General)	CDBG	\$12,887.00
4	2020 Safe Harbor	The Safe Harbor project will provide funds that will allow for case management, self-sufficiency support, educational and supportive groups, life skills classes, and connections to other resource agencies to victims of domestic violence. - (Low-Mod Limited Clientele) (05G Services for Battered and Abused Spouses)	CDBG	\$5,000.00
5	2020 Program Administration	Administration of CDBG program funds and activities.	CDBG	\$43,918.00
6	2020 Home Ownership Assistance	Homeownership for low and moderate income households may include reducing mortgage principal and interest, paying closing costs, paying a portion of the downpayment, and other activities included in this category.	CDBG	\$54,408.00
7	2020 Infrastructure	The City will help provide ADA accessibility and other eligible improvements at the Davis County Senior Center in Clearfield.	CDBG	\$10,000.00
8	CV-Open Doors	Open Doors will use these funds to provide rental assistance for 10 families up to \$1500. Wage of \$12.00 for food bank worker up to \$12,480. Salary for one full-time case worker at \$18.00 an hour, a part-time Circles Coach to assist with Covid response, and to cover the benefits of those positions.	CDBG	\$65,178.00
9	CV-Safe Harbor	Funding to provide additional counseling, rental and flexible assistance, additional supplies for families, and to cover staff supportive services due to Covid-19.	CDBG	\$64,000.00
10	CV-Housing/Rental Assistance	Clearfield City will use CV funds to assist low/mod families and households that have been impacted by the COVID 19 pandemic with housing/renting costs. This does not include utility payments.	CDBG	\$0.00

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PR06 - Summary of Consolidated Plan
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IDIS

Plan IDIS Year Project	Project Title and Description		Program	Amount Drawn Thru Report Year
2020 1	2020 Housing Rehabilitation	Funds will be used towards a housing rehabilitation program for owner occupied units in Clearfield City. This is a newer program and it will be set up on a matching ratio 1:4 and not to exceed \$8,000 grant per household. (Low-Mod Limited Clientele) (Low-Mod Housing) (14A Rehab: Single-Unit Residential)	CDBG	\$22,886.00
2	2020 Open Doors - Circles Program	Circles Program provides job training and skills for low-income families. (Low-Mod Limited Clientele) (05H Employment Training & 05 Other Public Services)	CDBG	\$13,387.68
3	2020 Davis Community Learning Center	The Davis Community Learning Center project will fund the salaries of two volunteer and resource coordinators at Wasatch and Holt Elementary schools, both Title 1 schools. The project will assist with the administrative expenses in order to offer ESL, GED completion, parent involvement classes, citizenship, and computer classes. - (Low-Mod Limited Clientele)(05 Public Services General)	CDBG	\$3,949.09
4	2020 Safe Harbor	The Safe Harbor project will provide funds that will allow for case management, self-sufficiency support, educational and supportive groups, life skills classes, and connections to other resource agencies to victims of domestic violence. - (Low-Mod Limited Clientele) (05G Services for Battered and Abused Spouses)	CDBG	\$3,440.25
5	2020 Program Administration	Administration of CDBG program funds and activities.	CDBG	\$1,150.80
6	2020 Home Ownership Assistance	Homeownership for low and moderate income households may include reducing mortgage principal and interest, paying closing costs, paying a portion of the downpayment, and other activities included in this category.	CDBG	\$5,500.00
7	2020 Infrastructure	The City will help provide ADA accessibility and other eligible improvements at the Davis County Senior Center in Clearfield.	CDBG	\$10,000.00
8	CV-Open Doors	Open Doors will use these funds to provide rental assistance for 10 families up to \$1500. Wage of \$12.00 for food bank worker up to \$12,480. Salary for one full-time case worker at \$18.00 an hour, a part-time Circles Coach to assist with Covid response, and to cover the benefits of those positions.	CDBG	\$0.00
9	CV-Safe Harbor	Funding to provide additional counseling, rental and flexible assistance, additional supplies for families, and to cover staff supportive services due to Covid-19.	CDBG	\$33,936.25
10	CV-Housing/Rental Assistance	Clearfield City will use CV funds to assist low/mod families and households that have been impacted by the COVID 19 pandemic with housing/renting costs. This does not include utility payments.	CDBG	\$0.00

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IDIS

Plan IDIS Year Project	Project Title and Description		Program	Amount Available to Draw
2020 1	2020 Housing Rehabilitation	Funds will be used towards a housing rehabilitation program for owner occupied units in Clearfield City. This is a newer program and it will be set up on a matching ratio 1:4 and not to exceed \$8,000 grant per household. (Low-Mod Limited Clientele) (Low-Mod Housing) (14A Rehab: Single-Unit Residential)	CDBG	\$55,441.00
2	2020 Open Doors - Circles Program	Circles Program provides job training and skills for low-income families. (Low-Mod Limited Clientele) (05H Employment Training & 05 Other Public Services)	CDBG	\$1,663.32
3	2020 Davis Community Learning Center	The Davis Community Learning Center project will fund the salaries of two volunteer and resource coordinators at Wasatch and Holt Elementary schools, both Title 1 schools. The project will assist with the administrative expenses in order to offer ESL, GED completion, parent involvement classes, citizenship, and computer classes. - (Low-Mod Limited Clientele)(05 Public Services General)	CDBG	\$8,937.91
4	2020 Safe Harbor	The Safe Harbor project will provide funds that will allow for case management, self-sufficiency support, educational and supportive groups, life skills classes, and connections to other resource agencies to victims of domestic violence. - (Low-Mod Limited Clientele) (05G Services for Battered and Abused Spouses)	CDBG	\$1,559.75
5	2020 Program Administration	Administration of CDBG program funds and activities.	CDBG	\$42,767.20
6	2020 Home Ownership Assistance	Homeownership for low and moderate income households may include reducing mortgage principal and interest, paying closing costs, paying a portion of the downpayment, and other activities included in this category.	CDBG	\$48,908.00
7	2020 Infrastructure	The City will help provide ADA accessibility and other eligible improvements at the Davis County Senior Center in Clearfield.	CDBG	\$0.00
8	CV-Open Doors	Open Doors will use these funds to provide rental assistance for 10 families up to \$1500. Wage of \$12.00 for food bank worker up to \$12,480. Salary for one full-time case worker at \$18.00 an hour, a part-time Circles Coach to assist with Covid response, and to cover the benefits of those positions.	CDBG	\$65,178.00
9	CV-Safe Harbor	Funding to provide additional counseling, rental and flexible assistance, additional supplies for families, and to cover staff supportive services due to Covid-19.	CDBG	\$30,063.75
10	CV-Housing/Rental Assistance	Clearfield City will use CV funds to assist low/mod families and households that have been impacted by the COVID 19 pandemic with housing/renting costs. This does not include utility payments.	CDBG	\$0.00

U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND
DEVELOPMENT
PR06 - Summary of Consolidated Plan
Projects for Report Year

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IDIS

Plan IDIS Year Project	Project Title and Description		Program	Amount Drawn in Report Year
2020 1	2020 Housing Rehabilitation	Funds will be used towards a housing rehabilitation program for owner occupied units in Clearfield City. This is a newer program and it will be set up on a matching ratio 1:4 and not to exceed \$8,000 grant per household. (Low-Mod Limited Clientele) (Low-Mod Housing) (14A Rehab: Single-Unit Residential)	CDBG	\$22,886.00
2	2020 Open Doors - Circles Program	Circles Program provides job training and skills for low-income families. (Low-Mod Limited Clientele) (05H Employment Training & 05 Other Public Services)	CDBG	\$13,387.68
3	2020 Davis Community Learning Center	The Davis Community Learning Center project will fund the salaries of two volunteer and resource coordinators at Wasatch and Holt Elementary schools, both Title 1 schools. The project will assist with the administrative expenses in order to offer ESL, GED completion, parent involvement classes, citizenship, and computer classes. - (Low-Mod Limited Clientele)(05 Public Services General)	CDBG	\$3,949.09
4	2020 Safe Harbor	The Safe Harbor project will provide funds that will allow for case management, self-sufficiency support, educational and supportive groups, life skills classes, and connections to other resource agencies to victims of domestic violence. - (Low-Mod Limited Clientele) (05G Services for Battered and Abused Spouses)	CDBG	\$3,440.25
5	2020 Program Administration	Administration of CDBG program funds and activities.	CDBG	\$1,150.80
6	2020 Home Ownership Assistance	Homeownership for low and moderate income households may include reducing mortgage principal and interest, paying closing costs, paying a portion of the downpayment, and other activities included in this category.	CDBG	\$5,500.00
7	2020 Infrastructure	The City will help provide ADA accessibility and other eligible improvements at the Davis County Senior Center in Clearfield.	CDBG	\$10,000.00
8	CV-Open Doors	Open Doors will use these funds to provide rental assistance for 10 families up to \$1500. Wage of \$12.00 for food bank worker up to \$12,480. Salary for one full-time case worker at \$18.00 an hour, a part-time Circles Coach to assist with Covid response, and to cover the benefits of those positions.	CDBG	\$0.00
9	CV-Safe Harbor	Funding to provide additional counseling, rental and flexible assistance, additional supplies for families, and to cover staff supportive services due to Covid-19.	CDBG	\$33,936.25
10	CV-Housing/Rental Assistance	Clearfield City will use CV funds to assist low/mod families and households that have been impacted by the COVID 19 pandemic with housing/renting costs. This does not include utility payments.	CDBG	\$0.00

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Housing Activities
CLEARFIELD, UT

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total		CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE	
							EST. AMT	% CDBG					OCCUPIED OWNER	UNITS RENTER
2020	4825	152	Housing Rehabilitation	OPEN	14A	LMH	78,327.00	0.0	22,886.00	0	0	0.0	0	0
		2020	TOTALS: BUDGETED/UNDERWAY				78,327.00	29.2	22,886.00	0	0	0.0	0	0
			COMPLETED				0.00	0.0	0.00	0	0	0.0	0	0
							78,327.00	29.2	22,886.00	0	0	0.0	0	0
PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total		CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE	
							EST. AMT	% CDBG					OCCUPIED OWNER	UNITS RENTER
2019	8857	142	Housing Rehabilitation	COM	14A	LMH	33,924.47	100.0	33,924.47	4	4	100.0	4	0
		2019	TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
			COMPLETED				33,924.47	100.0	33,924.47	4	4	100.0	4	0
							33,924.47	100.0	33,924.47	4	4	100.0	4	0
PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total		CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE	
							EST. AMT	% CDBG					OCCUPIED OWNER	UNITS RENTER
2018	6100	134	Housing Rehabilitation	COM	14A	LMH	34,761.23	100.0	34,761.23	5	5	100.0	5	0
		2018	TOTALS: BUDGETED/UNDERWAY				0.00	0.0	0.00	0	0	0.0	0	0
			COMPLETED				34,761.23	100.0	34,761.23	5	5	100.0	5	0
							34,761.23	100.0	34,761.23	5	5	100.0	5	0

NOTICE TO THE PUBLIC

Notice is hereby given that the City of Clearfield's Consolidated Annual Performance and Evaluation Report (CAPER) will be available for public review and comment. The report is an overview of projects completed with the funds received from the Community Development Block Grant (CDBG) awarded to Clearfield City by the Department of Housing and Urban Development (HUD) for fiscal year 2020-2021. Projects consisted of donations to three sub-recipients for public service activities as well as allocating funds towards the Down Payment Assistance Program, Housing Rehab Program, and administrative salaries.

Anyone interested in reviewing and/or commenting on the report may do so between August 30, 2021 to September 20, 2021 in Customer Service, at 55 South State Street, 1st Floor, Clearfield Utah, Monday through Friday, between 8:00 a.m. and 5:00 p.m. If there are any questions concerning the CDBG Program, please contact Melissa Kometscher, CDBG Coordinator at (801)525-2777 or by TTY at 711 or 888-346-3162 for Spanish Relay Utah. Written comments will be accepted in the Legal Department Office or by email at Melissa.Kometscher@clearfieldcity.org.

Dated this 26th day of August, 2021

CLEARFIELD CITY CORPORATION

/s/Nancy R. Dean, City Recorder



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2021
CLEARFIELD

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PGM Year:	2019						
Project:	0008 - Downpayment Assistance						
IDIS Activity:	145 - Downpayment Assistance						
Status:	Open	Objective:	Provide decent affordable housing				
Location:	55 S State St Clearfield, UT 84015-1027	Outcome:	Affordability				
		Matrix Code:	Homeownership Assistance-excluding Housing Counseling under 24 CFR 5.100 (13B)			National Objective:	LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/04/2019

Description:

The Down Payment Assistance Program will assist first-time home buyers purchase a home in Clearfield City.

These funds will be given out on a 1 to 1 match.

Example: Applicant will provide \$1,000.00 of their money and the CCDP will contribute \$1,000.00. The maximum amount that can be obtained from the CCDP is \$3,000.00.

Funds will not be required to be paid back unless they move from the home within the first seven years.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	PI			\$4,050.00	\$0.00	\$405.00
Total	Total			\$4,050.00	\$0.00	\$405.00

Proposed Accomplishments

Households (General) : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total: 0 0 0 0 0 0 0 0

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	Unable to provide funding to any family with a budget of only \$4,050. Will need to reprogram those funds for the future.	



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Other multi-racial:	0	0	0	0	0	0	12	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	84	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	84
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	84
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	The goal of Circles is to provide participants with the tools to pull themselves out of poverty. Each participant is enrolled in 12-weeks of classes where tools are introduced to help navigate their way out of poverty. After the 12-weeks, participants become certified Circles Leaders and are paired with a volunteer mentor. Circles allies are there to support Circles' Leaders journey to self-sufficiency. Accomplishments completed for this period are financials plans to decrease debt, introduction to homeownership, and setting a goal to increase income. Due to relationships with partners such as Connect Utah, Circles has 100% of our Leaders now employed. A highlight of the program regarding community response is the strong partnership with local police and city officials. On successful event being the youth working with the local police department to provide 102 backpacks filled with school supplies to give to low-income students.	



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PGM Year:	2020					
Project:	0003 - 2020 Davis Community Learning Center					
IDIS Activity:	148 - Davis Community Learning Center					
Status:	Open	Objective:	Create economic opportunities			
Location:	210 Center St Clearfield, UT 84015-1031	Outcome:	Availability/accessibility			
		Matrix Code:	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	National Objective:	LMC	

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/04/2020

Description:

This project will help pay salaries for two resource assistants.

The assistances will provide resources, information, assist with registrations, schedule appointments and answer phones.

These services will help low-mod income families/individuals in Clearfield City.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC490008	\$12,887.00	\$7,211.10	\$11,160.19
Total	Total			\$12,887.00	\$7,211.10	\$11,160.19

Proposed Accomplishments

People (General) : 750

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	72	0
Black/African American:	0	0	0	0	0	0	4	0
Asian:	0	0	0	0	0	0	5	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	13	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:	0	0	0	0	0	0	95	0
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Female-headed Households:	0		0		0			
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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	75
Low Mod	0	0	0	16
Moderate	0	0	0	0
Non Low Moderate	0	0	0	4
Total	0	0	0	95
Percent Low/Mod				95.8%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	In addition to the ongoing case management services that the Family Support Specialists (FSS) provided to 95 Clearfield residents comprising of 24 separate households. The majority of all individuals served were in the Holt Elementary school boundaries. Davis Community Learning Center was able to conduct the "Community Resource Night" at Holt Elementary - an event served and assisted many families from all over the Clearfield area. The FSS's were able to facilitate connections to community resources and provide direct, concrete supports to Clearfield students and families they worked with. They were able to help 14 children gain access to counseling services, 9 of whom were able to at no cost with the in-house Davis Behavioral Health therapist. They connected a family of 5 with the Davis School District Homeless Services Liaison, and with that help, the family was later able to obtain affordable housing. They assisted 13 individuals with obtaining medicaid/medicare services. Our FSS' were able to facilitate food assistance for 79 individuals, clothing assistance for 49, and helped obtain household goods and furnishings. Twenty-four Clearfield residents comprising of 6 households received holiday assistance. Our FSS' also connected 9 adult clients with financial literacy/budget management resources and provided education on the Five Protective Factors resiliency strategies to all the heads of household that they worked with.	



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PGM Year: 2020
Project: 0004 - 2020 Safe Harbor
IDIS Activity: 149 - Safe Harbor

Status: Open
Location: Address Suppressed

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)

National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/04/2020

Description:

Operating costs for the shelter that houses women and children from Clearfield City that have been victims of Domestic Violence.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC490008	\$5,000.00	\$1,559.75	\$5,000.00
Total	Total			\$5,000.00	\$1,559.75	\$5,000.00

Proposed Accomplishments

People (General) : 100

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	52 Clearfield residents benefitted from domestic violence services provided in the last fiscal year. Advocates meet with each client and complete a safety plan, provide referrals, complete a risk assessment, provide advocacy, work and housing assistance, and information and support for other resources. Any of the free 14 services are available to Clearfield residents and are provided free of charge with CDBG assistance. In the fiscal year, 85% of survivors who received shelter services indicated increased safety.	



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PGM Year:	2020		
Project:	0005 - 2020 Program Administration		
IDIS Activity:	150 - CDBG Administration		
Status:	Open	Objective:	
Location:	,	Outcome:	
		Matrix Code:	General Program Administration (21A)
		National Objective:	

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/04/2020

Description:

CDBG Administration

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC490008	\$43,918.00	\$7,030.10	\$8,180.90
Total	Total			\$43,918.00	\$7,030.10	\$8,180.90

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			



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Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year:	2020				
Project:	0006 - 2020 Home Ownership Assistance				
IDIS Activity:	151 - Down Payment Assistance				
Status:	Open	Objective:	Provide decent affordable housing		
Location:	55 S State St Clearfield, UT 84015-1027	Outcome:	Availability/accessibility		
		Matrix Code:	Homeownership Assistance-excluding Housing Counseling under 24 CFR 5.100 (13B)	National Objective:	LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/04/2020

Description:

The Down Payment Assistance Program will assist first-time home buyers purchase a home in Clearfield City.
These funds will be given out on a 1 to 1 match.
Funds will not be required to be paid back unless they move from the home within the first seven years.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC490008	\$54,408.00	\$0.00	\$5,500.00
Total	Total			\$54,408.00	\$0.00	\$5,500.00

Proposed Accomplishments

Households (General) : 10

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:	1	0	0	0	1	0	0	0
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Female-headed Households:	0		0		0			
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Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	The down payment assistance program is to help first time buyers with their down payment. The program was able to assistance one person with their down payment.	



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PGM Year: 2020

Project: 0001 - 2020 Housing Rehabilitation

IDIS Activity: 152 - Housing Rehabilitation

Status: Open

Location: 55 S State St Clearfield, UT 84015-1027

Objective: Create suitable living environments

Outcome: Affordability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/04/2020

Description:

Funds will be used towards a housing rehabilitation program for owner occupied units in Clearfield City.

This is a newer program and it will be set up on a matching ratio 1:4 and not to exceed \$8,000 grant per household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC490008	\$78,327.00	\$28,820.00	\$51,706.00
Total	Total			\$78,327.00	\$28,820.00	\$51,706.00

Proposed Accomplishments

Housing Units : 10

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	11	0	0	0	11	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	1	0	0	0	1	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	12	0	0	0	12	0	0	0



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Female-headed Households:

1 0 1

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	12	0	12	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	12	0	12	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	The housing rehabilitation program was able to assist families with windows and replacing deteriorated and leaking roofs. The program also assisted in replacement of a main lateral line to a home. The program assisted a total of 12 families with rehab projects that met national guidelines.	



U.S. Department of Housing and Urban Development
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CDBG Activity Summary Report (GPR) for Program Year 2021
CLEARFIELD

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PGM Year:	2020					
Project:	0007 - 2020 Infrastructure					
IDIS Activity:	153 - North Davis Senior Activity Center					
Status:	Open	Objective:	Create suitable living environments			
Location:	42 S State St Clearfield, UT 84015-1043	Outcome:	Availability/accessibility			
		Matrix Code:	Senior Centers (03A)		National Objective:	LMJFI

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/04/2020

Description:

This project includes the ADA improvements for the entries and the restrooms.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC490008	\$10,000.00	\$0.00	\$10,000.00
Total	Total			\$10,000.00	\$0.00	\$10,000.00

Proposed Accomplishments

Jobs : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	30	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	1	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	10	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	41	0



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Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0

Percent Low/Mod

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	The North Davis Senior Activity Center used the funds to make ADA improvements for the entries and the restrooms.	



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PGM Year:	2020				
Project:	0008 - CV-Open Doors				
IDIS Activity:	154 - Open Doors-CV				
Status:	Open	Objective:	Create suitable living environments		
Location:	1360 E 1450 S Clearfield, UT 84015-1611	Outcome:	Availability/accessibility		
		Matrix Code:	Food Banks (05W)	National Objective:	URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 03/05/2021

Description:

Open Doors Food Bank, Circles Program, and Housing assistance to aid with COVID 19

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC490008	\$65,178.00	\$0.00	\$0.00
Total	Total			\$65,178.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 10

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2020

Project: 0009 - CV-Safe Harbor

IDIS Activity: 155 - Safe Harbor-CV

Status: Open

Location: 660 W Mutton Hollow Rd Kaysville, UT 84037-1126

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)

National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 03/05/2021

Description:

Funding to provide housing assistance, materials, and staff support for COVID response.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC490008	\$64,000.00	\$0.00	\$33,936.25
Total	Total			\$64,000.00	\$0.00	\$33,936.25

Proposed Accomplishments

People (General) : 10

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	Safe Harbor used the funds to help fund a therapist to help those in the shelter, supplies for families, COVID related rental assistance and staff support.	



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Total Funded Amount:	\$352,819.00
Total Drawn Thru Program Year:	\$76,047.09
Total Drawn In Program Year:	\$44,620.95



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Shawn Robinson, Assistant City Attorney
Melissa Kometscher, CDBG Coordinator
MEETING DATE: September 7, 2021
SUBJECT: Four Proposed Changes to our Current CDBG Programs

RECOMMENDED ACTION

Consistent with the direction provided by the CDGB Steering Committee, Staff recommends the following changing to the current CDBG Programs:

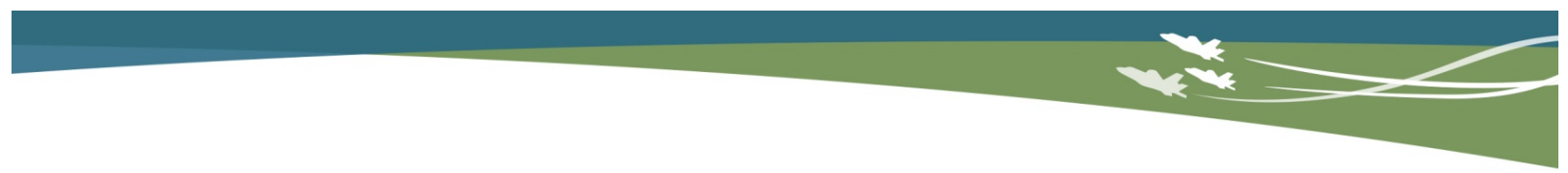
- (A) Update Rehabilitation Program to include repairs and improvements designated in 24 CFR §570.202. See Exhibit A.
- (B) Define the term “substantial,” as it applies to CDBG funds, within the Consolidated Plan to mean an amount greater than \$10,000. See Exhibit B.
- (C) Amend the One Year Action Plan by reallocating \$87,491.36 from the current Down Payment Assistance Program to the Resident Housing Rehabilitation Program. See Exhibit C.
- (D) Amend the Down Payment Assistance amount from \$5,000 to \$7,500 and increase the purchase price limit from \$325,000 to \$400,000. See Exhibit D.

DESCRIPTION / BACKGROUND

A. Changes to Current Rehabilitation Program

24 CFR §570.202 outlines eligible repairs and improvements through the Rehabilitation Program that must meet HUD guidelines. The proposed changes include a list of eligible repairs and improvements that address safety concerns, efficient use of water and efficient use of energy. Eligible improvements and repairs to address safety concerns include the installation of security devices, smoke detectors and dead bolt locks. Eligible repairs and replacement for the efficient use of water include replacement of faucets and shower heads and repairing water leaks and plumbing. Efficient energy improvements and repairs include the installation of new windows, doors, siding, wall and attic insulation heating and cooling equipment and electrical repairs. Property owners can also repair or improve unsafe sidewalks.

All other previous requirements for consideration of approval remain the same. As such, it is anticipated that any smaller qualifying improvement, such as a door lock or minor water improvement would be an accompanying improvement, along with a larger qualifying improvement as required in Federal Regulations.



B. Citizens Participation Plan (“CPP”)

24 CFR §570.431 requires the City to develop and follow a detailed citizen participation plan and to make the plan public. The CPP must include the criteria by which grantees determine whether an amendment to the Consolidated Plan constitutes a “substantial” amendment, requiring additional public notice and comment. Currently, the term “substantial” is undefined as it applies to CDBG funds. HUD recommends that we define this term (numeric or percentage) to avoid unnecessary delay in the utilization of grant awarded funds. Staff recommends that “substantial,” as it applies to CDBG funds within the Consolidated Plan to mean an amount greater than \$10,000. See Exhibit B. As a result, a change of funding from one eligible activity to another less than \$10,000 is not considered a substantial amendment to the Consolidated Plan and may be moved administratively.

Allocation of funding for certain activities, i.e., Public Service or Administration is at all times limited by HUD requirements.

C. Changes to the One Year Action Plan

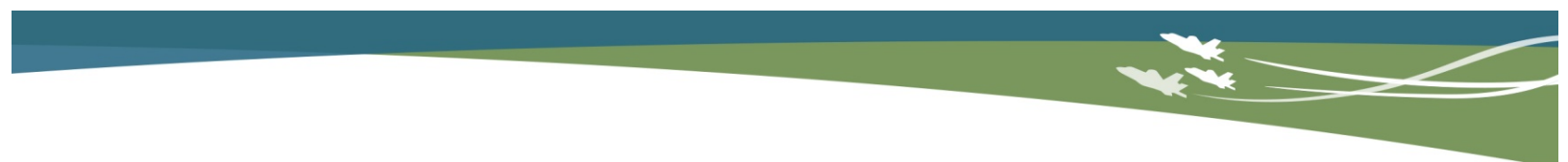
The City received \$209,997 in CDBG funds for the July 1, 2021 to June 30, 2022 funding cycle and program year. This amount is \$3,050 dollars more than the \$206,947 originally anticipated. As such, it is necessary to amend the total amount awarded in the One Year Action Plan. See Exhibit C.

For the reasons more fully stated in paragraph D below, staff recommends that the Down Payment Assistance funds be reduced from \$122,491.36 to \$35,000, and that the difference of \$87,491.36, plus the revised amount of \$3,050, be reallocated into the Housing Rehabilitation Program which would then increase from \$122,492 to \$ 213,033.36. See Exhibit C

D. Changes to Current Down Payment Assistance Program

The City’s current grant amount for qualified first-time home buyers under the City’s Down Payment Assistance (CCDP) is \$5,000. Under the current plan, the cost of a home to qualify for down payment assistance cannot exceed \$325,000. With the significant increase in values of homes and real property in Clearfield City, staff is recommending, with the support of the Davis Community Housing Authority, an increase from \$5,000 to \$7,500 for the down payment assistance and an increase from \$325,000 to \$400,000 in real property value. See Exhibit D.

Although the current housing market is difficult for CDBG qualifying individuals to enter (one down payment assistance award in past grant cycle), staff is hopeful that the proposed changes will provide a greater opportunity to qualifying individuals. However, staff believes that it is unlikely that the City will receive a significant increase in down payment assistance awards. Thus, staff proposed changes outlined in paragraph C, above, to reallocate a portion of the current CDBG funding from the CCDP to the Housing Rehabilitation Program.



E. Reallocation of CDBG CARES Act Funds.

The City was awarded \$107,986 dollars in round 3 of Cares Act funding. Out of the amount awarded, \$7,986 will go to administration costs and the remaining \$100,000 is intended to be used by the City for housing and rental assistance resulting from the COVID-19 pandemic. However, the Cares Act funding also provided housing and rental assistance to the State of Utah. To date, the State of Utah has created a specialized department, funded a state-wide marketing campaign, and has over 150 million dollars still available for those in need of housing and rental assistance resulting from the COVID-19 pandemic. Residents of our City can qualify for a COVID-19 related housing and rental assistance award through the State.

To avoid the duplication of services provided to our residents, and to maximize the use of the Cares Act funds awarded the City, staff is recommending that the Cares Act funding be reallocated to another qualifying activity. Specifically, staff has determined that the Cares Act funds can be used to create, expand or enhance public parks and public spaces, and recommends that the Cares Act funding be reallocated to provide exercise stations along existing trails within the City. See Exhibit E.

FISCAL IMPACT

The proposed changes to currently funded CDBG Programs, as outlined above, will not have a negative fiscal impact on the City.

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

Use of CDBG funds as identified above will create better public spaces for Clearfield City residents. It will make homes and dwellings safer, more water efficient and more energy efficient.

LIST OF ATTACHMENTS

Exhibit A – Proposed Changes to Current Rehabilitation Program

Exhibit B – Proposed Changes to Citizen Participation Plan

Exhibit C – Proposed Changes to One Year Action Plan

Exhibit D – Proposed Changes to Current Down Payment Assistance Program

Exhibit E – Proposed Park Equipment to be Purchased with Cares Act Funding

Exhibit A

Proposed Changes to Current Rehabilitation Program

Eligible Repairs/Improvements

Eligible repairs/improvements through this program must meet HUD guidelines as designated in 24 CFR §570.202 and are limited to the following:

✓ Requested Repairs/Improvements (**one or more is required**):

- ☐ Accessibility modifications
- ☐ [Safety concerns](#)
 - [Security devices](#)
 - [Smoke detectors](#)
 - [Dead bolt locks](#)
- ☐ [Efficient use of water](#)
 - [Faucets](#)
 - [Shower heads](#)
 - [Water leaks](#)
 - [plumbing](#)
- ☐ [Efficient energy](#)
 - [Installation of windows](#)
 - [Installation of doors](#)
 - [Siding](#)
 - [Installation of wall and attic insulation](#)
 - [Heating and cooling equipment \(Including solar energy equipment\)](#)
 - [Electrical](#)
- ☐ Code violations of health and safety concerns (ex: electrical, plumbing, leaking water heater, etc.)
- ☐ New energy efficient windows
- ☐ New siding
- ☐ New stucco
- ☐ New roof
- ☐ New water and/or sewer lateral.

✓ Optional Repairs/Improvements:

- ☐ New landscaping
- ☐ New attached garage
- ☐ New driveway
- ☐ [Sidewalks](#)

Exhibit B

Proposed Changes to Citizen Participation Plan

CONSOLIDATED PLAN AMENDMENTS

Proposed changes to the Consolidated Plan that would substantially change the priorities, activities, or amount of CDBG funds greater than \$10,000 dollars from one eligible activity to another will constitute a substantial amendment to the Consolidated Plan.

Exhibit C

Proposed Changes to One Year Action Plan

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Clearfield City will receive **\$209,997** in Community Development Block Grant (CDBG) funds for the *July 1, 2021 to June 30, 2022* funding cycle and program year. This is based on a letter from the Department of Housing and Urban Development indicating the available funds for the 2021-2022 program year. In addition to the annual allocation, **\$120,467.36** of unused funds from prior program years will be reallocated for use during this program year. The total amount of funding that will be used during this program year is **\$330.464.36**. No other federal, state or county funds are anticipated. Over the next year CDBG funds will be utilized as follows:

- **Open Doors - \$14,042** Circles Program for low-income families to obtain job skills.
- **Davis Community Learning Center - \$12,000** The funds will help fund two part-time Family Support Specialists (FSS) at Holt and Wasatch Elementary. The FFS work directly with school principals and families in need or crisis to address needs and provide assistance.
- **Safe Harbor - \$5,000** Case management, self-sufficiency support, educational and supportive groups, life skills classes, and connections to other resource agencies.
- **Open Doors - \$10,000** These funds are to support upgrades to the Family Support Program playground. Funds are also being provided by Davis County and Layton City for the upgrades.
- **Housing Rehabilitation - \$213,033.36** Funds will be used towards a housing rehabilitation program for Clearfield residents.
- **Down Payment Assistance - \$35,000** Funds will be used towards the down payment assistance program for Clearfield residents.
- **Administration - \$41,389** Administrative expenses for staffing, noticing, and advertising of programs.

AP-35 Projects - 91.220(d)

Introduction

The following projects will be funded in 2021 using CDBG dollars:

- **Open Doors - \$14,042** Circles Program for low-income families to obtain job skills.
- **Davis Community Learning Center - \$12,000** The funds will help fund two part-time Family Support Specialists (FSS) at Holt and Wasatch Elementary. The FFS work directly

with school principals and families in need or crisis to address needs and provide assistance.

- **Safe Harbor - \$5,000** Case management, self-sufficiency support, educational and supportive groups, life skills classes, and connections to other resource agencies.
- **Open Doors - \$10,000** These funds are to support upgrades to the Family Support Program playground. Funds are also being provided by Davis County and Layton City for the upgrades.
- **Housing Rehabilitation - \$213,033.36** Funds will be used towards a housing rehabilitation program for Clearfield residents.
- **Down Payment Assistance - \$35,000**— Funds will be used towards the down payment assistance program for Clearfield residents.
- **Administration - \$41,389** Administrative expenses for staffing, noticing, and advertising of programs.

AP-38 Projects Summary

Project Summary Information

5	Project Name	Housing Rehabilitation
	Target Area	
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: \$213,033.36
	Description	The City will contract with the Davis Community Housing Authority, for the administering of the housing rehab program.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The housing rehab program is expected to assist 20 households during the program year.
	Location Description	Clearfield City
	Planned Activities	The program will assist local residents in the rehabilitation of their homes for public safety purposes and aesthetic appeal.
6	Project Name	Down Payment Assistance
	Target Area	
	Goals Supported	Housing Opportunity

	Needs Addressed	Affordable Housing - Extremely and Very Low Income
	Funding	CDBG: \$35,000
	Description	Clearfield City will contract with the Davis Community Housing authority for administration of the down payment assistance program. CDBG funds are leveraged with funds of homebuyers for a low to moderate income family.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Clearfield City expects to serve 15 household through this program.
	Location Description	Clearfield City
	Planned Activities	Clearfield City will use funds to aid in the purchase of homes for qualified low-mod income families.

Exhibit D

Proposed Changes to Current Down Payment Assistance Program

Clearfield City's Down Payment Assistance Program

Administered by Davis Community Housing Authority

August 2021

The Davis Community Housing Authority (DCHA) will be administering Clearfield City's Down Payment Assistance (CCDP) funds. This program is a federally funded grant program that will assist qualified first time home buyers with a maximum grant amount, as needed, shall not exceed \$7,500 to first time home buyers who are in need of assistance to purchase a home. The home must be a detached single-family dwelling, townhome, or condominium. Other attached multiple-family residences are not eligible. The home must be located in Clearfield City and must be owner occupied.

Applicants must be at or below the applicable income limits and be first time home buyers. Definition of a first time home buyer is an individual, and his or her spouse who have not owned a home during the 3-year period ending on the date of purchase of property. The term first-time home buyer also includes a displaced homemaker or a single parent who has only owned a home with a spouse.

Applicants who meet the necessary qualifications will receive their grant on a first come, first serve basis.

In order to qualify, the applicant must complete all requirements as outlined in the application instructions.

Grants from the CCDP shall not exceed \$7,500, and will be awarded on a 1 to 1 matching ratio (i.e. a \$1,000 match from the applicant will qualify for a \$1,000 grant; and to qualify for the maximum \$7,500 grant, the applicant must contribute \$7,500). Applicants must contribute a minimum match of \$1,000 of their own money towards the purchase of the home. Earnest money and any buyer pre-paid costs are considered applicant provided funds. The applicant provided funds must be reflected on the settlement statement.

As previously stated, the maximum grant that can be obtained from the CCDP is \$7,500. These funds may only be used for 1) A maximum of ½ of required down payment; 2) Reasonable closing costs not paid by others, and/or 3) Required up-front mortgage insurance.

Repayment requirements: Any funds received through this program will be forgiven at a declining rate over a seven-year residency requirement period. During the required time of residency, 10% for each year of residency will be forgiven over a period of six years with the remaining 40% balance credited after the full seven years of residency is completed. To receive these credits, Buyer(s) will be required to provide proof of residency in the form of utility billings and property tax notices for each year. No credit will be awarded without proof of residency as described above.

The applicant must complete a Housing and Urban Development (HUD) approved homebuyer education class and provide a certificate of completion.

An applicant must receive an approved fixed-rate FHA, VA, or conventional loan. The applicant's Title Company or closing agent must be willing to execute and provide the DCHA with all the real estate documents. A list of instructions will be provided to the agency responsible for conducting the closing transaction. It is the applicant's responsibility to ensure that all documents are properly prepared and forwarded to the DCHA in a timely manner.

The grant provided through this program shall be repaid, to Clearfield City, by the buyer(s), as described above, if the buyer(s) sell, exchange, transfer title, obtain a second mortgage, or decide to refinance for any reason. All grants are non-assumable and no subordinations subsequent to initial financing. **Clearfield City must hold second priority trust deed on the property.** Exceptions: under some circumstances the home owner may qualify for refinancing, with prior authorization from the Clearfield City CDBG Coordinator.

A Visual Assessment must be completed by the DCHA on all homes for health and safety concerns, and for Lead Based Paint concerns for homes built prior to 1978, as outlined in “Attachment A”, if the home was built prior to 1978 a representative from DCHA shall perform a Visual Assessment to determine whether there are deteriorated paint surfaces present that could be a potential hazard to occupants. If potential hazardous Lead Based Paint conditions exist, the Seller and/or Buyer must take actions to remove the

hazardous conditions, pursuant to HUD guidelines. The Visual Assessment is required by the federal government in order to alert homebuyers to potential health and safety concerns as well as potential lead-based paint dangers prior to the closing. Federal funds may be withheld if certain problems exist and the

seller and/or buyer do not wish to mitigate them. The seller or buyer, however, is free to complete the transaction without federal assistance. The homebuyer is encouraged to have a professional inspection regardless of the visual assessment conducted by the DCHA. The visual assessment is not intended to determine the nature and extent of health and safety problems, nor does it determine if unseen problems exist in the home.

Clearfield City’s Down Payment Assistance

Eligibility Criteria

1. Complete all of the attached CCDP application instructions.
2. Applicant’s total annual household income must be equal to or less than 80% of the current area median income as established by HUD. Gross income from **all** household members 18 years or older is counted regardless of who is listed on the title and/or mortgage. Gross income is not limited to job earnings and includes all income such as self-employment, social security, child support, pensions, VA benefits, unemployment income, military pay, etc. Household income is calculated by “a snapshot” of current income at the time the application is submitted and projected for the next 12 months. All known and/or anticipated income that will be received during this time including bonuses, pay increases, etc. must be counted.

80% Area Median Income Limits (AMI) FY 2021*

<u>Household Size</u>	<u>Maximum Yearly Gross Income</u>
1 Person	\$50,750
2 Person	\$58,000
3 Person	\$65,250
4 Person	\$72,500
5 Person	\$78,300
6 Person	\$84,100
7 Person	\$89,900
8 Person	\$95,700

*Income limits are established by HUD and change yearly. For the most up to date income limits visit <https://www.huduser.gov/portal/datasets/il.html>

3. Applicant(s) must be a U. S. Citizen or Permanent Resident Alien and be 18 years of age or older.

4. Must be a first-time homebuyer. A first-time home buyer is an individual, and his or her spouse who have not owned a home during the 3-year period ending on the date of purchase of property. The term first-time home buyer also includes a displaced homemaker or a single parent who has only owned a home with a spouse. The home shall also be owner occupied.
5. Eligible Boundaries: Within Clearfield City.
6. Eligible properties must be zoned for residential use only and are limited to a detached single- family dwelling; townhomes, condominiums, and other attached multiple-family residences are not eligible. New construction, including never-occupied homes are not eligible.
7. Grants from the CCDP shall not exceed \$7,500, and will be awarded on a 1 to 1 matching ratio (i.e. a \$1,000 match from the applicant will qualify for a \$1,000 grant; and to qualify for the maximum \$7,500 grant, the applicant must contribute \$7,500). Applicants must contribute a minimum match of \$1,000 of their own money towards the purchase of the home. Earnest money and any buyer pre-paid costs are considered applicant provided funds. The applicant provided funds must be reflected on the settlement statement.
8. Applicants who meet the eligibility requirements may receive grants, based on need, up to \$7,500. The down payment assistance funds can only be used for:
 - A. No more than ½ of the down payment required for the loan to purchase the home.
 - B. Reasonable closing costs not covered by others.
 - C. Up-front premium for mortgage insurance.
9. Any funds received from this program must be applied to the down payment and/or closing costs. Any funds received through this program will need to be repaid to Clearfield City if the owner moves within 7 years of the date of closing. During the required time of residency, 10% for each year of residency will be forgiven over a period of six years with the remaining 40% balance credited after the full seven years of residency is completed. To receive these credits, Buyer(s) will be required to provide proof of residency in the form of utility billings and property tax notices for each year. No credit will be awarded without proof of residency as described above.
10. The purchase of said property must not lead to the displacement of any individual other than the seller and his/her immediate family.
11. Applicant must secure a fixed rate FHA, VA, or conventional financing for property purchase. No variable rate, adjustable rate, interest only, balloon payment or 80/20 split will be allowed.
12. Real property must not exceed \$400,000 (Updated August 2021).
13. A Visual Assessment must be completed by the DCHA on all homes for health and safety concerns and for Lead Based Paint concerns for homes built prior to 1978.
14. At least one applicant must complete a **HUD approved** buyer education course and provide a home buyer certificate of course completion. (See attached list of approved courses)

Exhibit E

Proposed Park Equipment to be Purchased with Cares Act Funding **(\$100,000 Reallocation)**

EXAMPLE OUTDOOR FITNESS

Estimated at 8-12k per pad, depending on quality of equipment and options selected





Planning Commission

STAFF REPORT

AGENDA ITEM
#1

TO: Clearfield City Planning Commission

FROM: Brad McIlrath, Senior Planner
brad.mcilrath@clearfieldcity.org
(801) 525-2784

MEETING DATE: Wednesday, September 1st, 2021

SUBJECT: Public Hearing, Discussion and Possible Action on **RZN 2021-070038**, a zoning map amendment request by Castle Creek Homes to rezone the subject properties from A-1 (Agricultural) to R-1-6 (Residential). **Location:** 951 West 300 North (TIN: 12-019-0131, 12-019-0133, & 12-019-0134). **Project Area:** 2.419 Acres. **(Legislative Action).**

STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward a recommendation of **APPROVAL** of **RZN 2021-070038**, to the Clearfield City Council, a zoning map amendment by Castle Creek Home to rezone the properties located at 951 West 300 North (TIN: 12-019-0131, 12-019-0133, & 12-019-0124) from A-1 (Agricultural) to R-1-6 (Residential).

This recommendation is based upon the findings and discussion of the staff report; however, as the advisory body to the Clearfield City Council, the Planning Commission may make a different recommendation on its own based upon careful consideration and analysis of the request.

PLANNING COMMISSION RECOMMENDATION OPTIONS:

After careful consideration and analysis of the information presented, the Clearfield City Planning Commission moves to:

1. **Recommend approval of RZN 2021-070038**, to the Clearfield City Council, a zoning map amendment by Castle Creek Homes to rezone the properties located at 951 West 300 North (TIN: 12-019-0131, 12-019-0133, & 12-019-0124) from A-1 (Agricultural) to R-1-6 (Residential).
2. **Recommend denial of RZN 2021-070038**, to the Clearfield City Council, a zoning map amendment by Castle Creek Homes to rezone the properties located at 951 West 300 North (TIN: 12-019-0131, 12-019-0133, & 12-019-0124) from A-1 (Agricultural) to R-1-6 (Residential).
3. **Table RZN 2021-070038** to request additional time to consider the request.

BACKGROUND & ANALYSIS

The applicant is requesting a zoning map amendment to R-1-6 (Residential) for development of the properties as a single-family subdivision. The applicant has indicated that they want to keep the existing single-family home on its own lot and develop the remaining area of the property with eight (8) additional single-family lots. The R-1-6 Zone allows single-family homes as a permitted use with a minimum lot size of 6,000 square feet per lot and a total development density not greater than 6.7 units to the acre. As described in the Clearfield City General plan, "the R-1-6 Zone is allowed for infill single-family development

and also as an alternative to larger lot single-family uses in areas designated as residential on the future land use map.” Additionally, “The R-1-6 Zone is an alternative single-family option to multi-family development in areas outside of the downtown corridor and should be used to encourage a mix of housing types throughout the city. As outlined later in this report, this mix of housing options is encouraged by the General Plan and is supportive of the local neighborhood commercial area. These additional housing opportunities within walking distance of local businesses, Holt Elementary, and Steed Park will encourage community health and connection.

Public Comment

A property notice was posted on August 6th, 2021, with mailed notices also sent that same day. As of the date of this report, no public comment has been received.

LAND USE ORDINANCE OR ZONING MAP AMENDMENT ANALYSIS

As outlined in Section 11-6-3 of the Clearfield City Land Use Ordinance, the Planning Commission shall review the petition to change the land use title or zoning map and provide recommendation to the City Council. The Planning Commission may recommend adoption of the proposed amendment when it finds that the proposed amendment is in accordance with one of the two considerations listed in the table below.

Review Consideration	Staff Analysis
<i>The proposed amendment is in accordance with the General Plan and Map; or</i>	The requested amendment is consistent with the goals of the General Plan and Map as an applicable zone for the residential future land use designation.
<i>Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.</i>	The current housing unit shortage along the Wasatch Front and associated decrease in housing affordability creates an increased housing cost burden for Utahns. Each issue creates an increased demand for housing and the need for all Utah communities to consider the full range of housing opportunities to current future residents. Smaller lot single-family subdivisions are more efficient with land usage and provide additional single-family options for the city.

GENERAL PLAN ANALYSIS

The Clearfield City General Plan outlines the overall community vision and provides land use guidelines located in Chapter 2 - Land Use Element, which should be followed throughout the city. Chapter 3 – Transportation, addresses goals and policies to ensure balance between future transportation needs that come with future land use development. The following three sections are an analysis of the land use guidelines, the applicable land use goal and policy, and transportation aspects of the General Plan.

A. Land Use Guidelines

Land Use Guideline	Staff Analysis
1. <i>The identity of Clearfield City should be strengthened by land</i>	Rezoning this property allows for additional housing opportunities that would be within proximity of the

<i>uses which improve the image of the community and foster a positive, healthy living environment conducive to long-term residency.</i>	neighborhood commercial area, park, and school. The additional homes around this neighborhood center allows greater access for pedestrians and encourages walkability. Walkable communities are a desirable quality of long-term residency.
<i>2. The relationship of planned uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.</i>	The R-1-6 Zone allows development at a maximum density of 6.7 units for every one acre of land. This new single-family neighborhood can provide additional support for the local businesses, school, and park. Existing utilities and the street network are supportive of this land use pattern. Walkable neighborhood centers help improve environmental conditions by reducing the need for automobile transportation and the associated air pollution.
<i>3. Redevelopment should emphasize the reuse of developed areas and existing community resources in such a way as to increase the livability and aesthetics of the city.</i>	The development of this property with additional single-family homes will capitalize on the existing neighborhood infrastructure with the park, school, and local businesses. This mix of uses increases livability for current and future residents and supports the long-term viability and sustainability of this neighborhood center.
<i>4. The Land Use Plan should provide for a full range and mix of land uses including residential, commercial, manufacturing, and public use areas.</i>	Rezoning this property will continue the support of mixing land uses in this area with a mix of housing and lot size options along with commercial, educational, and recreational uses.
<i>5. Transitions between differing land uses and intensities should be made gradually with compatible uses, particularly where natural or man-made buffers are not available. Adequate screening and design should be provided to protect existing residential areas from more intense land uses.</i>	The transition of single-family low density residential to medium-density single-family residential adjacent to the commercial area is supported by this land use guideline.
<i>6. Development approval should be tied to the construction of culinary water, sewer, storm drainage, and circulation systems.</i>	If the rezone is approved, the specific design and location of utility connections for this type of development would be reviewed for approval with submittal of construction documents. Clearfield City would likely require the looping of the culinary water lines and providing proper circulation to improve water quality for the area and this development.

7. <i>Density increases should be considered only after adequate infrastructure and resource availability have been sufficiently demonstrated.</i>	Clearfield City Staff has reviewed the existing utility infrastructure in the area and has confirmed that it is able to accommodate the current and future residences in this area.
8. <i>An interconnecting public open space system should be provided, including pedestrian linkages, recreational areas, natural areas, on-road cycling facilities, and drainage ways.</i>	The rezone of this property would not impede connections or linkages with the current public open space system. Residential development of this property will benefit the current open space system and recreational opportunities in the area by providing additional residents within proximity to use Steed Park and the community trail systems.
9. <i>Commercial and manufacturing uses should be highly accessible, clustered near the center of their service areas, and developed in harmony with the uses and character of surrounding districts.</i>	Not applicable. The commercial uses in this area are clustered to the center of the service area as much as possible.
10. <i>The Land Use Plan should promote and encourage land use patterns that provide a high quality of life to all and offer choice in mobility and transportation.</i>	Medium-density single-family residential as part of the R-1-6 Zone increases housing choice and offers multiple choices in mobility and transportation. Due to the location of the property, pedestrian and active transportation choices are increased. Walkability and active transportation as well as the proximity to the school, park, and commercial businesses promotes a high quality of life.
11. <i>The remaining vacant properties in the City should be developed at their highest and best use to maximize their value to the landowner and the City.</i>	Development of the vacant property with medium-density single-family residential will maximize the value of the property for the landowner and will provide a greater tax base for fiscal sustainability for the City. This development type will be more efficient in the use of public utilities and will provided additional housing opportunities than if developed with large single-family lots.
12. <i>The quality and usefulness of parks and open space should be maximized. Open spaces that are small, inaccessible, difficult to maintain, or encumbered by utilities, drainage basins, or excessive slopes should not be encouraged.</i>	Development of the property at this scale will provide additional housing opportunities within proximity of Steed Park and will further maximize the uses of that open space land and park amenities.

13. <i>Manufacturing and industrial activities should be limited to those areas already zoned for such uses.</i>	Not applicable.
14. <i>Properties registered with the County or State for agricultural or industrial protection should be recognized by the City to allow such land uses.</i>	The property was last granted greenbelt taxation status by Davis County in 2012. The property currently is not registered for agricultural protection.
15. <i>Land use decisions should be based on a comprehensive understanding of their effects on the environment and surrounding areas.</i>	Development of a mix of residential densities and commercial, civic, and open space intensities in centers is highly encouraged and supported by the Wasatch Choice 2050 Vision. Development of mixed-use neighborhood centers encourages walkability, active transportation, and more efficient use of local streets and public infrastructure. Development of this property with single-family medium-density residential will further support the local neighborhood commerce, elementary school, and promote additional use of Steed Park.

B. Goals and Policies of Land Use

The General Plan includes four land use goals with policies and implementation measures associated with each. Out of the four goals, Goal 4 most closely aligns with the proposed rezone request and is provided as part of the following analysis.

Goal 4: *Revitalize Neighborhoods and Commercial Districts with a focus on a Downtown Core.*

Policy: *Encourage redevelopment and renovation of deteriorating neighborhoods and commercial districts.*

Implementation Measure #1: *Facilitate the redevelopment of downtown Clearfield City through public-private partnerships. Continue funding of the Façade and Site Improvement Grant program for downtown businesses. Incentivize redevelopment of the downtown area by using tax increment financing.*

Implementation Measure # 2: *Create land use ordinances that allow and encourage infill redevelopment. Envision downtown as public places that have the potential to become destinations for pedestrians.*

Implementation Measure #3: *Prioritize code enforcement and property maintenance throughout the City. Hold regular coordination meetings with code enforcement and the planning office, to ensure compliance with City ordinances.*

Implementation Measure #4: *Adopt small area (district) plans to focus on neighborhoods and provide specific goals and strategies to enhance the positives and improve upon those items of concern.*

Implementation Measure #5: *Encourage the mixing of uses along a corridor, including jobs and housing in close proximity to one another.*

This goal, policy, and implementation measure has a specific focus on creating a downtown core but also encourage redevelopment and investment to local neighborhoods and commercial districts. The policy of this goal is applicable to this neighborhood as there is a need to support the local businesses with additional families nearby. Although families in the townhomes, mobile homes, single-family homes, and other residential uses in the area cannot be forced to support this commercial neighborhood center, providing additional housing opportunities in this area increases the viability for long-term sustainability of local businesses and neighborhood overall. As supported with implementation measure #5 this type of land use development does provide a mix of uses along the 300 North collector street corridor. This goal, policy and applicable implementation measures of the General Plan support the rezone request.

C. Transportation

Overall, the transportation chapter of the General Plan provides guidance for capital projects, ongoing maintenance, and long-term improvement planning. As outlined in this chapter, 300 North is classified as an arterial street which provides traffic movement through and between areas of the city. The transportation chapter includes guidelines and goals with policies and implementation measure like the land use chapter. The creation of a multi-modal transportation network is recommended as well as efforts to make the city more pedestrian friendly. Development of this property with single-family medium-density residential will encourage and support a walkable neighborhood by providing housing close to community amenities such as Holt Elementary, Steed Park and the neighborhood commercial area. With these amenities within walking distance and by addressing the site design of the property to treat pedestrians equally with automobile traffic, this development can aid in the City becoming more pedestrian-friendly.

FINDINGS AND CONCLUSION

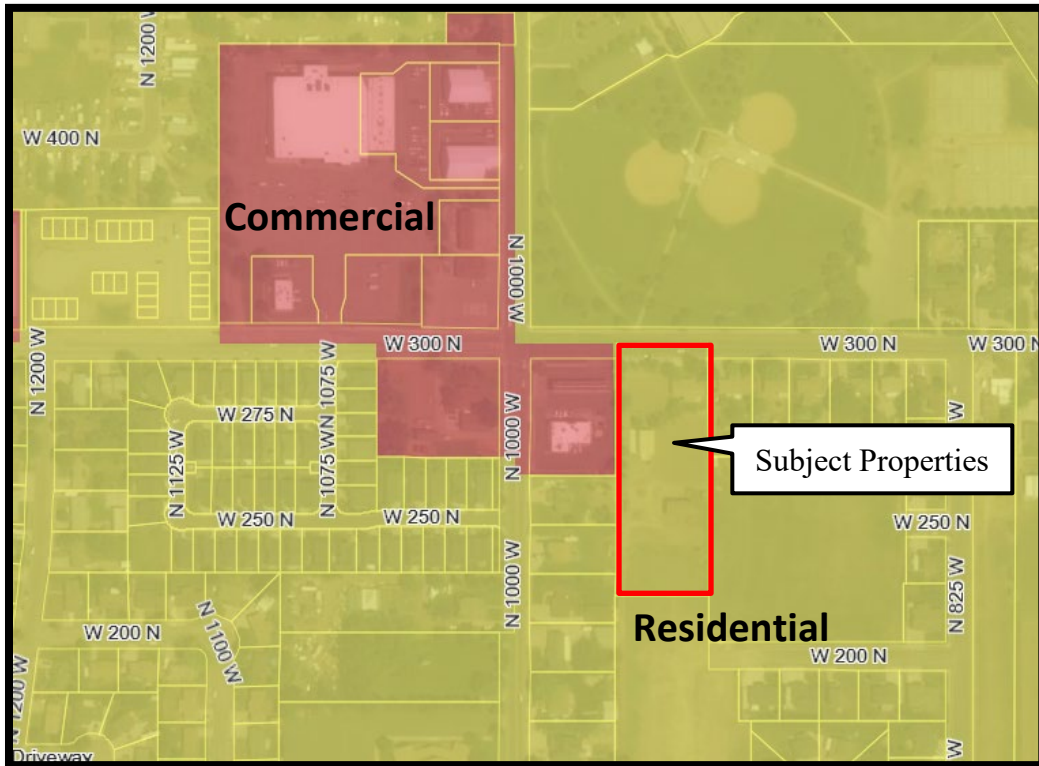
Based upon analysis of this request and the Clearfield City General Plan, staff recommends that the Planning Commission forward a recommendation of **APPROVAL** to the Clearfield City Council for the proposed zoning map amendment. This recommendation is based upon the analysis of the staff report and the following findings:

1. The proposed zoning map amendment is consistent with the land use guidelines, goals, and objectives of the Clearfield City General Plan.
2. The proposed zoning map amendment is necessary to encourage the highest and best use of the land.
3. Development of this property with a townhome residential is consistent with the surrounding residential land uses in the area.
4. Development of this property with townhome residential provides additional housing opportunities that may support the local commercial neighborhood.
5. The rezone may be conditioned with a development agreement to outline specifics of the future development of the property.

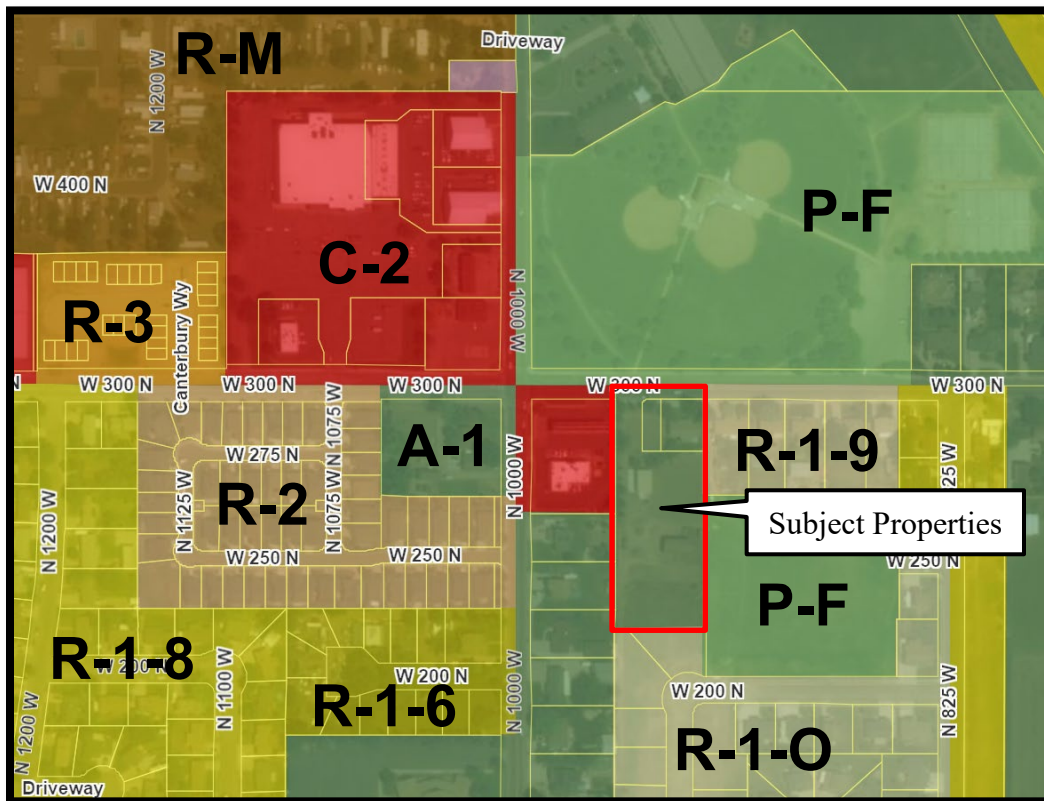
ATTACHMENTS

1. General Plan Map
2. Current Zoning Map
3. Site Exhibits and Legal Description

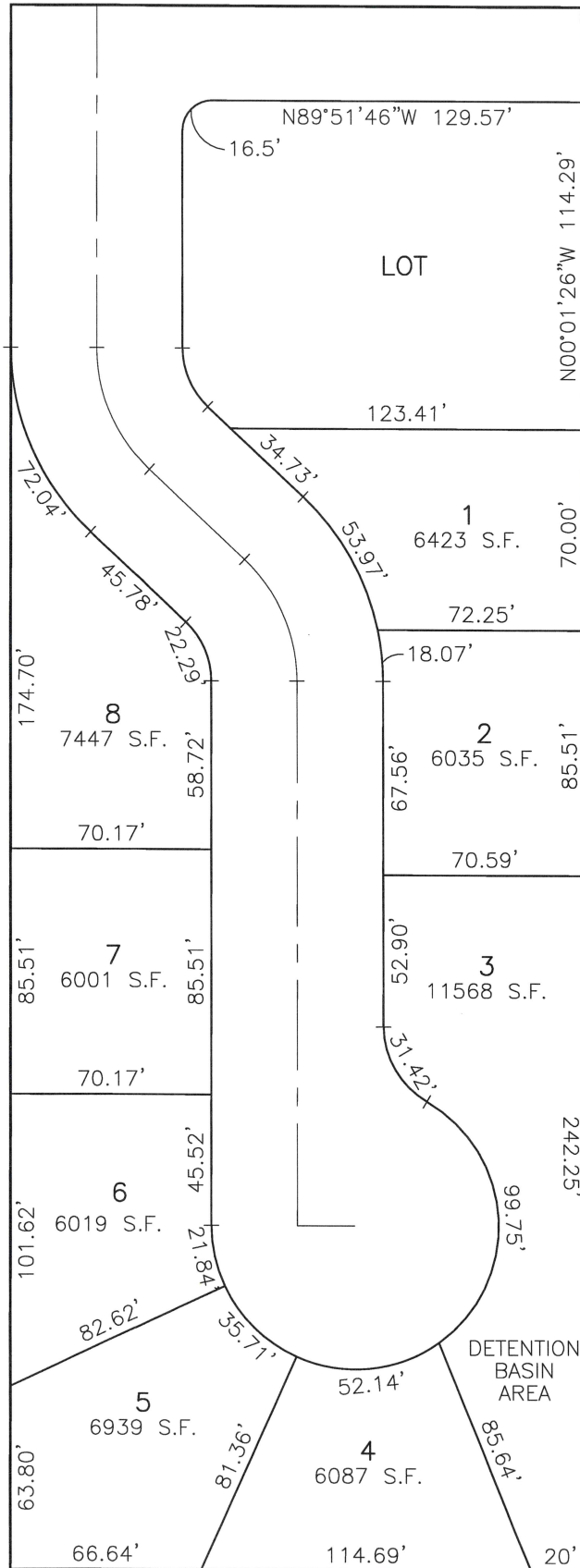
GENERAL PLAN



CURRENT ZONING







Legal Description

A PART OF THE NW 1/4 OF SEC 2-T4N-R2W, SLB&M, DESC AS FOLLOWS: BEG AT A PT ON THE N LINE OF SD SEC 2, SD PT BEING 220.00 FT S $89^{\circ}51'46''$ E ALG THE SEC LINE FR THE NW COR OF SD SEC & RUN TH S $89^{\circ}51'46''$ E 200.00 FT; TH S $00^{\circ}08'14''$ W 33.00 FT TO THE NE COR OF PPTY CONV IN WARRANTY DEED RECORDED 06/07/2021 AS E# 3389153 BK 7775 PG 3233; TH ALG SD PPTY THE FOLLOWING FOUR COURSES: N $89^{\circ}51'46''$ W 129.57 FT & ALG A 10.50 FT RADIUS CURVE TO THE LEFT 16.50 FT (LC BEARS S $45^{\circ}07'37''$ W 14.85 FT) & S $00^{\circ}07'00''$ W 103.79 FT & S $89^{\circ}51'46''$ E 140.35 FT; TH S $00^{\circ}08'14''$ W 397.76 FT; TH N $89^{\circ}50'12''$ W 200.00 FT; TH N $00^{\circ}08'15''$ E 544.96 FT TO THE POB. CONT. 2.049 ACRES (NOTE: ROTATION TO NAD83 $0^{\circ}20'47''$ CLOCKWISE)



Planning Commission

STAFF REPORT

AGENDA ITEM
#3

TO: Clearfield City Planning Commission

FROM: Spencer W. Brimley, MRED
Community Development Director

MEETING DATE: Wednesday, September 1st, 2021

SUBJECT: Public Hearing, Discussion and Possible Action on **RZN 2021-070039**, a zoning map amendment request by Clearfield City to rezone the subject properties from R-1-8 (Residential) to P-F (Public Facilities). **Location:** 526 S. 1000 E. (TIN: 12-004-0153) and Bicentennial Park (TIN: 12-004-0145). **Project Area:** 5.90 acres (**Legislative Action**).

STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward a recommendation of **APPROVAL** of **RZN 2021-070039** to the Clearfield City Council, a zoning map amendment by Clearfield City to rezone the properties located at 526 S. 1000 E. (TIN: 12-004-0153) and Bicentennial Park (TIN: 12-004-0145) from R-1-8 (Residential) to P-F (Public Facilities).

This recommendation is based on the findings and discussion of the staff report; however, as the advisory body to the Clearfield City Council, the Planning Commission may make a recommendation on its own based upon careful consideration and analysis of the request.

PLANNING COMMISSION RECOMMENDATION OPTIONS:

After careful consideration and analysis of the information presented, as the advisory body to the Clearfield City Council, the Planning Commission moves as follows:

1. **Move to recommend Approval of RZN 2021-070039** to the Clearfield City Council, a zoning map amendment by Clearfield City to rezone the properties located 526 S. 1000 E. (TIN: 12-004-0153) and Bicentennial Park (TIN: 12-004-0145) from R-1-8 (Residential) to P-F (Public Facilities).
2. **Move to recommend Denial of RZN 2021-070039** to the Clearfield City Council, a zoning map amendment by Clearfield City to rezone the properties located at 526 S. 1000 E. (TIN: 12-004-0153) and Bicentennial Park (TIN: 12-004-0145) from R-1-8 (Residential) to P-F (Public Facilities).
3. **Move to Table RZN 2021-070039** to request additional time to consider the request.

BACKGROUND & ANALYSIS

The two properties under consideration for the rezone include the former Davis County Library Site at 526 S 1000 E containing 2.28 acres and just west of the library site, Bicentennial Park at 3.62 acres for a total of 5.90 acres. The current zoning designation of R-1-8 for these two parcels would allow them to continue to be used in this manner with this zoning district. The request for a zoning change has come at the direction of the Mayor and Council to have all publicly owned parcels to the P-F designation. Additionally, Clearfield City sees the rezone as a vital component for the future growth and long-term establishment of the of this area.

The Clearfield City General Plan states, “The P-F Public Facilities Zone is appropriate for such uses as churches, schools, public buildings, open space, parks, public utilities, public owned property and other related uses...” The table on page 8 of the General Plan indicates the appropriate zoning classifications for the different land use categories. The P-F (Public Facilities) Zone is in the only appropriate zone classification identified for public uses. The General Plan Future Land Use Map includes public uses within the residential classification.

Public Comment

A property notice was posted on August 6th, 2021, with mailed notices also sent that same day. As of the date of this report, there has been no opposition to the rezone.

LAND USE ORDINANCE OR ZONING MAP AMENDMENT ANALYSIS

As outlined in Section 11-6-3 of the Clearfield City Land Use Ordinance, the Planning Commission shall review the petition to change the land use title or zoning map and provide recommendation to the City Council. The Planning Commission may recommend adoption of the proposed amendment when it finds that the proposed amendment is in accordance with one of the two considerations listed in the table below.

Review Consideration	Staff Analysis
<i>The proposed amendment is in accordance with the General Plan and Map; or</i>	The requested amendment is consistent with the goals the General Plan and Map as the appropriate zone for the current and future use of the properties.
<i>Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.</i>	With a high need for residential development, it is important to rezone any city-owned properties that are not intended for residential development. The former library and park are long-standing uses that are not anticipated to change soon. The rezone of the subject properties to the P-F Zone is intended to further establish this area as a stable area with the associated uses, while reducing the expansion of residential development on the subject parcels.

GENERAL PLAN ANALYSIS

The Clearfield City General Plan outlines the overall community vision and provides land use guidelines located in Chapter 2 - Land Use Element, which should be followed throughout the city. Chapter 3 – Transportation, addresses goals and policies to ensure balance between future transportation needs that come with future land use development. The following three sections are an analysis of the land use guidelines, the applicable land use goal and policy, and transportation aspects of the General Plan.

Land Use Guideline	Staff Analysis
1. <i>The identity of Clearfield City should be strengthened by land uses which improve the image of the community and foster a positive, healthy living</i>	Rezoning these properties will further establish this area for Clearfield City and preserve the area for that use for current and future residents. Proposed improvements

<i>environment conducive to long-term residency.</i>	following the rezone will improve the image of the community and support the stable nature of this area.
<i>2. The relationship of planned uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.</i>	As Clearfield continues to grow, the need to have a well-established and protect neighborhoods and help them to remain stable is essential. City-owned properties envisioned for the future use should be preserved for future generations.
<i>3. Redevelopment should emphasize the reuse of developed areas and existing community resources in such a way as to increase the livability and aesthetics of the city.</i>	Any expansion in this area, will be controlled by the city through this legislative rezoning process and will capitalize on the existing community resource and will increase the livability and aesthetics of the city and surrounding community
<i>4. The Land Use Plan should provide for a full range and mix of land uses including residential, commercial, manufacturing, and public use areas.</i>	Not applicable.
<i>5. Transitions between differing land uses and intensities should be made gradually with compatible uses, particularly where natural or man-made buffers are not available. Adequate screening and design should be provided to protect existing residential areas from more intense land uses.</i>	The inclusion of all the properties is essential to ensure compatible land uses within this area of the city.
<i>6. Development approval should be tied to the construction of culinary water, sewer, storm drainage, and circulation systems.</i>	Not applicable.
<i>7. Density increases should be considered only after adequate infrastructure and resource availability have been sufficiently demonstrated.</i>	Not applicable.
<i>8. An interconnecting public open space system should be provided, including pedestrian linkages, recreational areas, natural areas,</i>	The rezone of this property would not impede connections or linkages with the current public open space system.

<i>on-road cycling facilities, and drainage ways.</i>	
<i>9. Commercial and manufacturing uses should be highly accessible, clustered near the center of their service areas, and developed in harmony with the uses and character of surrounding districts.</i>	Not applicable.
<i>10. The Land Use Plan should promote and encourage land use patterns that provide a high quality of life to all and offer choice in mobility and transportation.</i>	Not applicable.
<i>11. The remaining vacant properties in the City should be developed at their highest and best use to maximize their value to the landowner and the City.</i>	With a growing population, the city needs to maintain existing open space and place proper controls to avoid housing or other uses that may be inconsistent with the surrounding community.
<i>12. The quality and usefulness of parks and open space should be maximized. Open spaces that are small, inaccessible, difficult to maintain, or encumbered by utilities, drainage basins, or excessive slopes should not be encouraged.</i>	By rezoning these properties these open space properties will be maximized.
<i>13. Manufacturing and industrial activities should be limited to those areas already zoned for such uses.</i>	Not applicable.
<i>14. Properties registered with the County or State for agricultural or industrial protection should be recognized by the City to allow such land uses.</i>	Not applicable.
<i>15. Land use decisions should be based on a comprehensive understanding of their effects on the environment and surrounding areas.</i>	Preservation of the land is important for the future growth and well-being of the city. Future residential uses within these properties may be detrimental to the existing residence and community.

FINDINGS AND CONCLUSION

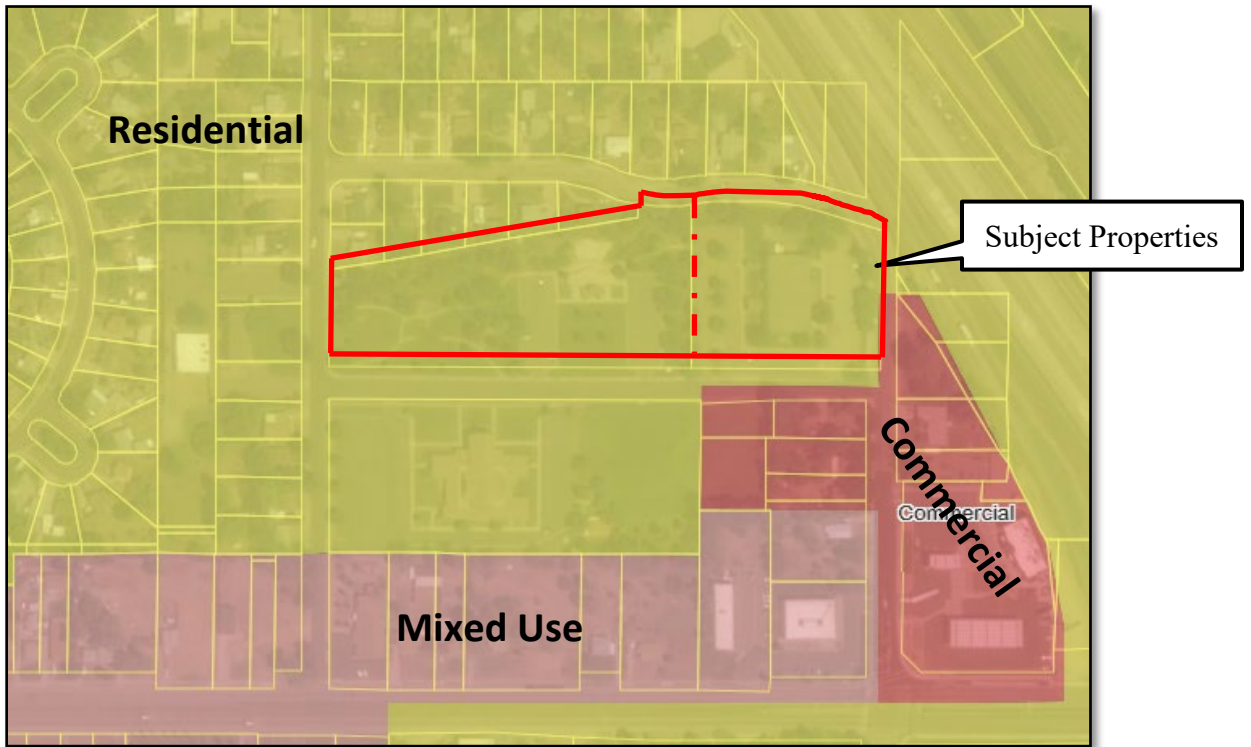
Based on the analysis of this request and the Clearfield City General Plan, staff recommends that the Planning Commission forward a recommendation of **APPROVAL** to the Clearfield City Council for the proposed zoning map amendment. This recommendation is based on the analysis of the staff report and the following findings:

1. The proposed zoning map amendment is consistent with the land use guidelines, goals, and objectives of the Clearfield City General Plan.
2. Development of this property with residential uses is inconsistent with the current and future use of the properties as a library and park.
3. Preservation of open spaces and the library site is vital for current and future residents.

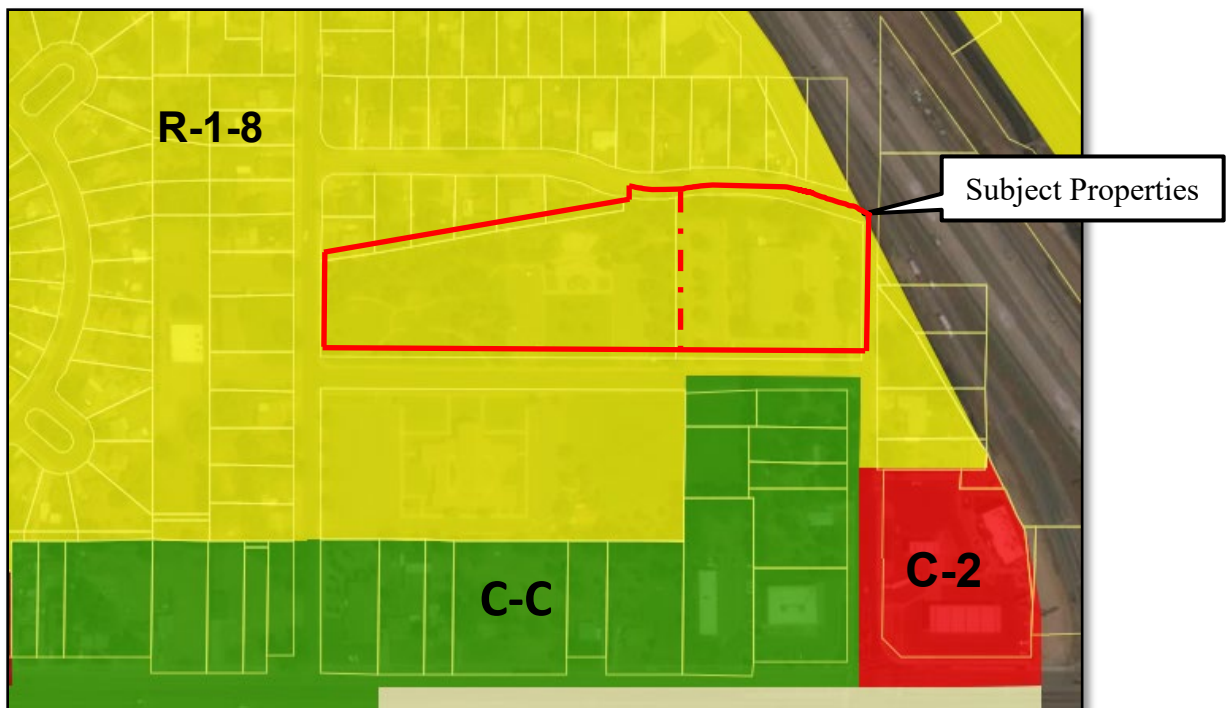
ATTACHMENTS

1. General Plan Map
2. Current Zoning Map

GENERAL PLAN



CURRENT ZONING





Planning Commission

STAFF REPORT

AGENDA ITEM
#2

TO: Clearfield City Planning Commission

FROM: Spencer W. Brimley, MRED
Community Development Director

MEETING DATE: Wednesday, September 1st, 2021

SUBJECT: Public Hearing, Discussion and Possible Action on the **Clearfield Park at Antelope Development Agreement** for a proposed townhome development. **Location:** Approximately 1608 South 1000 East (TIN: 12-066-0098, 12-066-0097, & 12-066-0096). **Project Area:** 7.63 Acres. **Zone:** R-3 (Residential) conditioned on a development agreement.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission discuss and make a recommendation on the proposed development agreement for the **Clearfield Park at Antelope**. This recommendation is based on the findings outlined and discussion in this report.

BACKGROUND

Summary of Preliminary Meetings and Initial Development Proposal

In September of 2020 the developer requested a meeting with Planning staff to discuss the potential development of the parcels located at the intersection of 1700 S (Antelope) and 1000 East, referred to as the Gus Kallus property. This was the first of many meetings with the developer regarding developer's desire to amend the general plan and rezone the property for the purpose of a residential development. Staff explained the vision in this area was for commercial to be developed with any residential proposal, and strongly encouraged developer to include commercial development as part of any subsequently drafted development proposals. Along with the residential development the developer stated the project would be complimented by the construction of a park in the existing storm water basin, including connections to the existing trail. Developer proposed that 75% of the park impact fees, paid, could be reinvested into the proposed park to accomplish the full buildout. Staff explained to Developer that the proposed development of a park within the storm water basin was problematic without further detail because the proposed location of the park could not interfere with the purpose of the storm water basin. In addition, Staff expressed concern that the development of the park, as proposed, would place an increased demand on the City beyond what the current staffing level would be able to adequately meet. Staff sought to dissuade Developer from including the park as part of the development, but Developer was insistent their concept would be a victory for the City, the development and the community.

Application, Developer/Staff Meetings, and Public Meetings

February 3, 2021: The full application was received in the Community Development Department.

March 3, 2021: Planning Commission considered the request for the GPA and RZN and recommended approval of the requests.

March 16, 2021: During the work session with the Council the developer discussed, as part of their proposal, the conversion of the existing storm water basin into a city park. This was presented as a benefit to the city and was not intended or proposed to substitute or fulfill the open space/landscaping required for the future residential proposal. Developer believed the proposal to build a city park would be enticing to the city and would be an amenity for both their project and the City. Further, during the presentation to Council the developer stated they would, "...build the park, supply all the gear and provide for the park's maintenance so it would not be a burden on the city." Developer has identified this park as an essential part for the development of their project.

March 23, 2021: The City Council held a public hearing to review the application for the proposed general plan and zoning amendments. During the hearing, members of the Council expressed concerns about sewer capacity in this area and requested Staff and developer meet to address concerns about the sewer infrastructure needed to support the proposed density of this project. Given the concerns expressed by the Council the discussion and decision on the matter was tabled until April 13, 2021.

March 25, 2021: Staff and developer met to address the concerns expressed by the Council during the March 23, 2021, hearing. The concerns stated were related to potential impact on the sewer infrastructure with the proposal, in consideration of Clearfield Station and other developments in this area. During this meeting the City Engineer and the developer's engineer reviewed sewer data and capacity information and determined that the capacity for sewer would be sufficient if the project was to be granted approval and proceed.

April 13, 2021: During the public hearing the Council approved the rezone request of 5.739 acres of the properties from A-1 (Agricultural) to R-3 (Residential) and the general plan amendment to change the future land use designation from commercial to residential, subject to an executed development agreement.

April 8, 2021: At the request of the developer, Staff and the Mayor met with the developer to help them craft the required agreement. At this time, Developer was still requesting to develop the storm water basin as a park and was proposing that 75% of the park impact fees be attributed to the park to complete the build out. Staff expressed concerns with this proposal as it would require city participation to develop a park proposed by the developer.

April – May 2021: In between the meeting on April 8th and the meeting on June 2nd staff worked with the developer to outline and craft the necessary language in the development agreement. During these meetings staff identified a particular point regarding the proposed park space that required additional discussion with the council. This point was the developer's proposal for financial assistance, in the form of park impact fees, for the complete buildout of the park. Developer proposed to pay all park impact fees for the project and is not requesting them to be waived, but rather is proposing a portion of the fees collected (90%) be reinvested into the project for the amenities that developer is not able to install due to the costs. With these concerns in mind staff scheduled a work session with the Council to discuss the park concept and the developer proposal for park impact fees to be used to install park amenities.

June 2, 2021: During the Council work session the developer explained that they would be willing to install the following items: grass, irrigation, trees, and path improvements, but developer would not be able to install the amenities for the park, due to the cost. The developer proposed to pay all required park impact fees and suggested the city take a portion (90%) to be reinvested into the park for amenities. Developer and Council discussed the desire for the park to be developed for the benefit of the proposed residential and agreed that a park could be valuable to the coming development in and around this area. Following the discussion, members of the Council expressed an interest to see the park developed and agreed that amenities might be addressed through the collection and reinvestment of park impact fees. Staff

explained that since the proposed park was not included in the Impact Fee Facilities Plan (IFFP) for the City it would be ineligible for park impact fees, or any portion thereof. After some discussion and given the desire of the Council Staff proposed to look at the process to amend the IFFP to allow for the use of park impact fees to install the amenities for the proposed park. In addition to the development of the park the developer proposed to maintain the park, but members of the Council stated they would prefer the city have that duty to better manage the use of the park and to have it maintained at the same level as other parks.

Utah State Code – Development Agreements

As part of the 2021 Utah State Legislative Session, amendments to the Land Use Development and Management Act (LUDMA) of State Code were made regarding development agreements. Development agreements are more clearly defined. As part of these amendments, it was clarified that if a development agreement is used to modify or alter code standards for a specific development, the same process that is used for ordinance amendments must be followed.

ANALYSIS

Development agreement discussion items

Staff and Developer have preliminarily agreed to most of the terms in the two attached proposed development agreements. However, Staff finds that further direction regarding certain items/issues are essential to completing the development agreement. As such, Staff provides the following list of events, details, and concerns for discussion and direction:

- Developer proposed to build the park as part of the development, “...build the park, supply all the gear, and provide for the park’s maintenance so it would not be a burden on the city.”
 - Important to note that the construction of a park at the storm basin was not a city requirement.
- Concerns from Public Works, Community Services and Planning staff were expressed about the intended use of the storm water basin as a park.
 - Public Works expressed concerns regarding the viability of a park in an active storm basin.
 - Community Services expressed concerns regarding park standards, maintenance, public perception, and liability.
 - Planning staff was concerned that this park may be duplicative given the future open space at the Clearfield Station TOD and may be a burden on current staff levels.
- Staff interpreted the direction from the City Council that the 3 acres of the regional storm basin may be developed as a park, as part of this development.
- Staff interpreted the direction from the City Council that the City would install any park amenities (pavilion, tables, sport courts, play structure, etc.) though the use of Park Impact fees.
 - This was to ensure quality, uniformity, and to control the public amenities of a City park.
- Developer is proposing to install irrigation, grass, trees, and to improve the trail around the storm basin area for use
 - The current proposed development does not include park amenities.

- Developer is proposing to pay \$30,000.00 dollars a year to the City, with a defined adjustment for inflation, in perpetuity, so long as the park remains.
 - This was based on the belief that the City could better control the quality of the park maintenance (since complaints would go to the City), as well as reduce the risk of greater exposure to liability based on a failure to maintain the equipment or park.
 - Staff is concerned about the future ability to collect payment (5, 15, 30 years from now?) and the recourse available to the City for a breach of this proposed term.
- City Council discussed the possibility of using IFFP funds, if amended, towards the park.
 - No language related to the IFFP or its potential future use is included in the draft development agreement. This omission was purposeful, in that by leaving it out the City will have greater freedom determining the allocation of future IFFP funding.
- The City included language in the draft development agreement that allows for full discretion regarding the level of ongoing maintenance, up to and including the complete cessation of maintenance of the park.
 - This included the level of water or cessation of water, as well as the “...complete abandonment of the City Park, including the removal of City Park amenities.”
 - In response, Developer has proposed language that provides a required open public meeting by the Council prior to the City making the decision to stop maintaining the 3 acres as a park or removing amenities from the park.
 - As stated previously, if the City removes the park amenities and stops maintaining the 3 acres as a park, developer would no longer have to pay annually to the City for partial coverage of maintenance costs.

STAFF RECOMMENDATION/CONCLUSION

Staff recommends that the Planning Commission **recommend approval of** the proposed development agreement for the *Clearfield Park at Antelope*, with specific direction as to which version, Exhibit A, Exhibit B, or a version thereof with specific included edits.

ATTACHMENTS

- 1. Development Agreement Exhibits A - F**
- 2. DRAFT A** - Draft Development Agreement with language that would permit the City to cease maintaining or continuing with the use of the storm water basin as a park (Developer no longer required to pay annual maintenance costs).
- 3. DRAFT B** - Draft Development Agreement with language that would permit the City to cease maintaining or continuing with the use of the storm water basin as a park (Developer no longer required to pay annual maintenance costs) only after a public hearing with City Council.

TABLE OF EXHIBITS

Exhibit A – Legal Description of Property and Plat

Exhibit B - Parcel Zoning

Exhibit C – Site Plan

Exhibit D – Architectural Plans

Exhibit E – Phasing Plan

Exhibit F – Park Plan and Park Development Costs

Exhibit "A"
Legal Description of Properties

A parcel of land, situate in the Southeast Quarter of Section 12, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Clearfield City, Davis County, Utah. Being more particularly described as follows

Beginning at a point on the westerly right-of-way line of 1000 East Street and the northerly right-of-way line of Antelope Drive, said point being North 00°06'05" East 87.26 feet along the section line and North 89°53'55" West 40.50 feet from the Southeast Corner of said Section 12 and running thence along said northerly right-of-way the following four (4) courses and distances:

1. South 56°32'41" West 34.77 feet;
2. North 84°48'10" West 151.41 feet;
3. North 75°45'01" West 128.95 feet;
4. North 89°56'37" West 265.31 feet;

Thence North 00°01'16" West 563.93 feet to the southerly line of Oakstone Apartments; thence South 89°52'14" East 578.84 feet along said southerly line to the westerly right of way of 1000 East Street; thence along the westerly line of 1000 East Street the following three (3) courses and distances:

1. South 00°06'05" West 301.38 feet;
2. North 89°54'02" West 7.50 feet;
3. South 00°06'04" West 287.80 feet to the Point of Beginning.

Contains: 332,706 square feet or 7.638 acres.

Exhibit "B"

Parcel Zoning

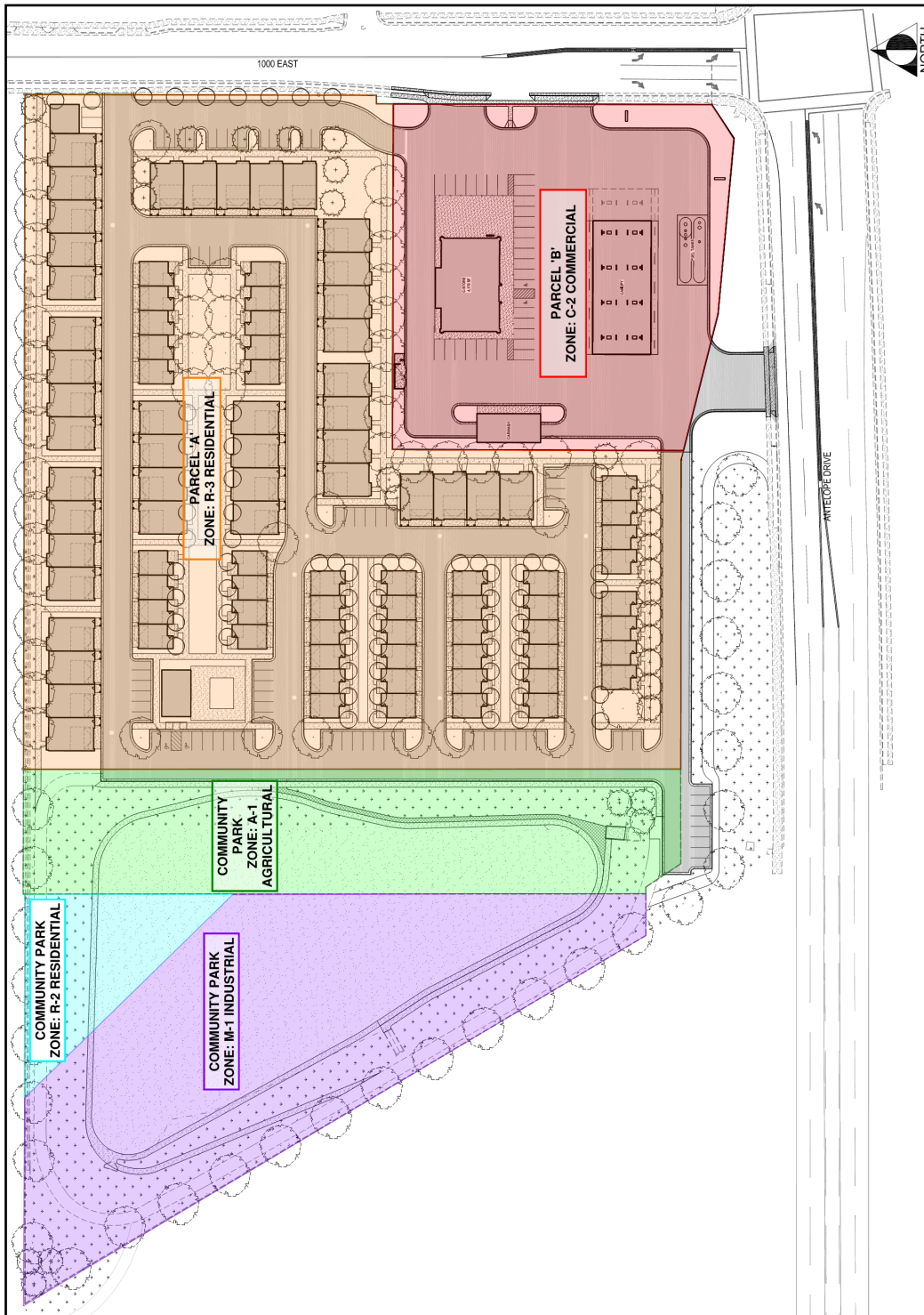


Exhibit “C” Site Plan

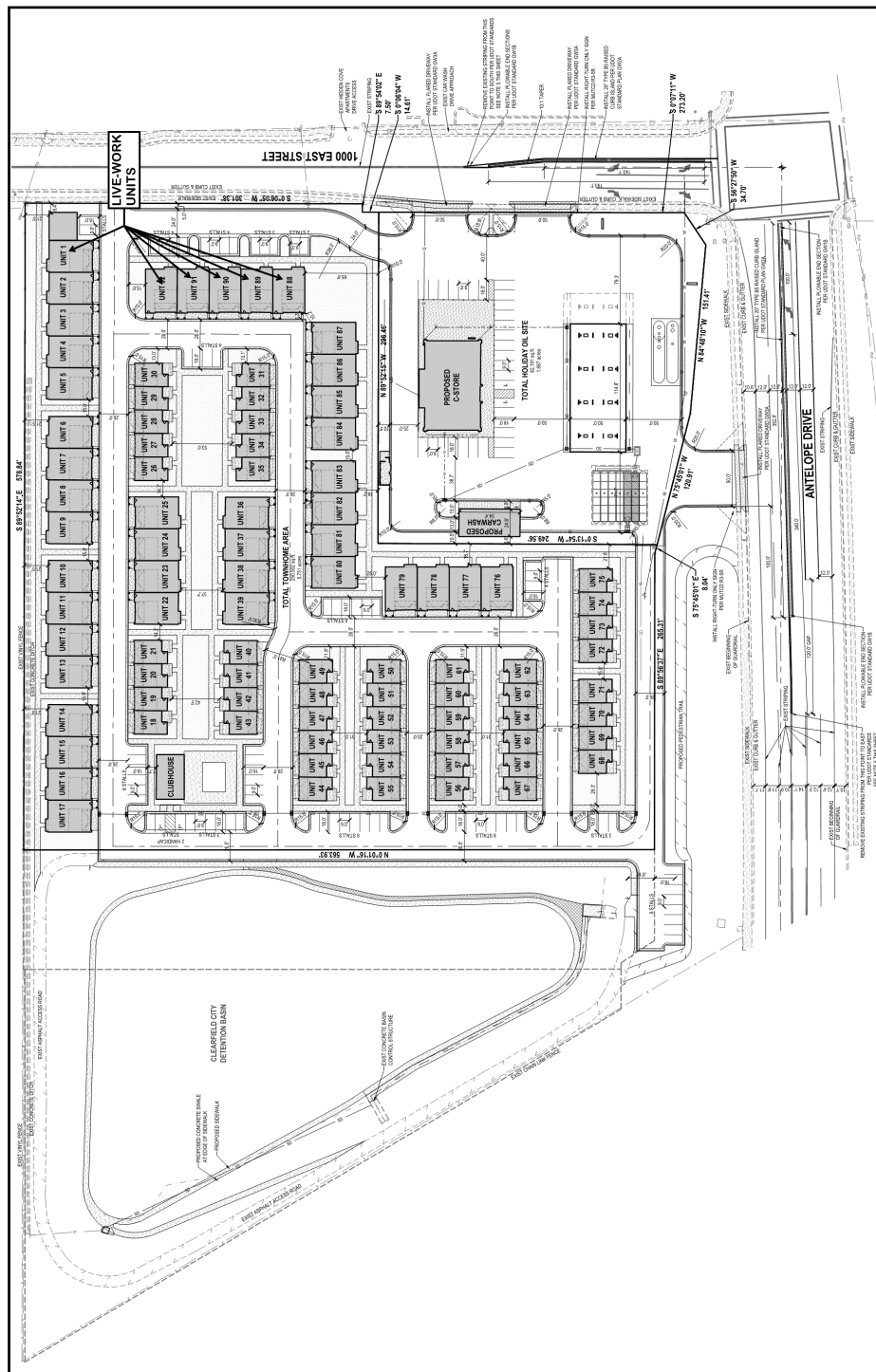
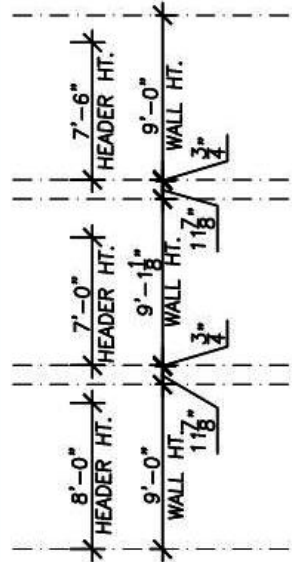


Exhibit “D”
Architectural Plans



Standard Units Materials:

Hardboard siding
Trex (or equal) Composite Wood Siding
Cultured stone/tile
Aluminum soffit & fascia
Asphalt shingles



Tuttle and Associates, Inc.
ARCHITECTS

AUG. 24, 2021
ANTELOPE TOWNS
1000 E EXTERIOR ELEVATION

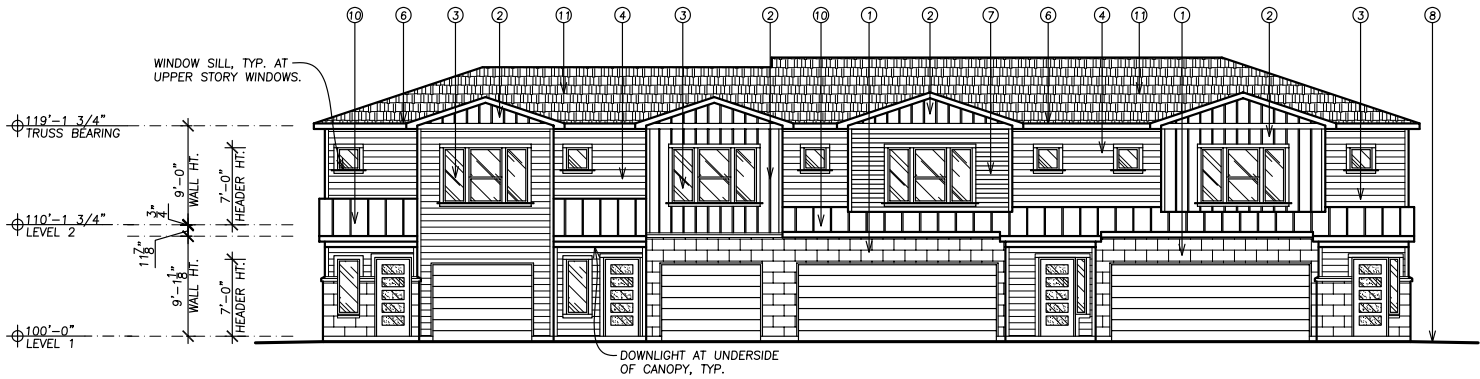
Live-Work Units Materials:

- Hardboard siding
- Trex (or equal) Composite Wood Siding
- Cultured stone/tile
- Aluminum soffit & fascia
- Asphalt shingles
- Storefront Glass for live-work spaces

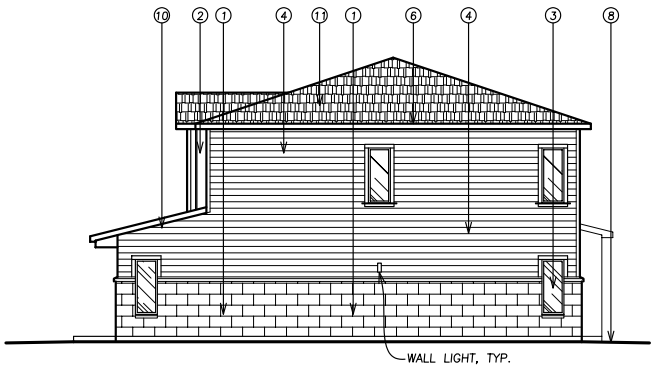
LEGEND

1. MANUFACTURED STONE VENEER. INSTALL PER MANUFACTURER'S INSTRUCTIONS. ELDORADO STONE MARQUEE24 DOVETAIL.
2. FIBER-CEMENT BOARD, BOARD AND BATTEN SIDING. PAINT & INSTALL PER MANUFACTURER'S SPECS.
3. DBL. GLAZED VINYL SLIDING WINDOWS & PATIO DOORS, SEE DETAIL B/A-301.1. CAULK ALL AROUND.
4. FIBER-CEMENT BOARD, HORIZONTAL LAP SIDING. PAINT & INSTALL PER MANUFACTURER'S SPECS. COLOR A.
5. 42" TALL POWDER COATED RAILINGS
6. GALVANIZED FLASHING WITH DRIP EDGE.
7. FIBER-CEMENT BOARD, HORIZONTAL LAP SIDING. PAINT & INSTALL PER MANUFACTURER'S SPECS. COLOR B.
8. FINISH GRADE PER CIVIL DRAWINGS.
9. ARCH'L METAL CANOPY
10. STANDING SEAM METAL ROOFING.
11. 30 YR. ARCH'L GRADE ASPHALT/FIBERGLASS COMP. SHINGLES OVER 15 LB. FELT

NOTE: TYVEK WRAP TO BE INSTALLED BEHIND ALL EXTERIOR FINISHES.
(1) LAYER GRADE 'D' FELT OVER APPLIED SHINGLE STYLE. FULL TYVEK CERTIFIED SYSTEM APPLIED SHINGLE STYLE (INCLUDES TYVEK WRAP, WINDOW AND PENETRATION FLASHINGS, AND CAP FASTENERS), OVER SHEATHING PER STRUCTURAL.



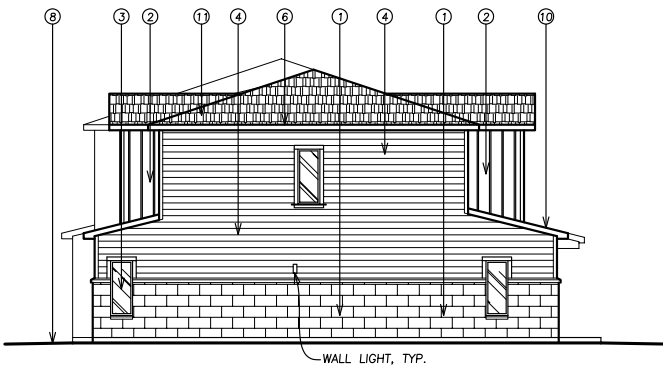
A FRONT ELEVATION
A-201.2 SCALE : 1/8" = 1'-0"



B RIGHT ELEVATION
A-201.2 SCALE : 1/8" = 1'-0"



C REAR ELEVATION
A-201.2 SCALE : 1/8" = 1'-0"



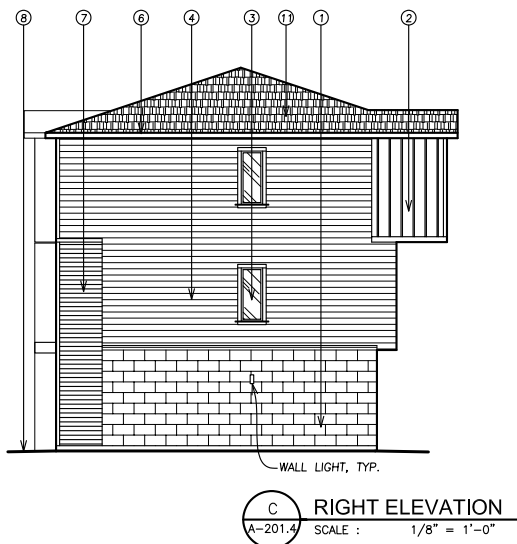
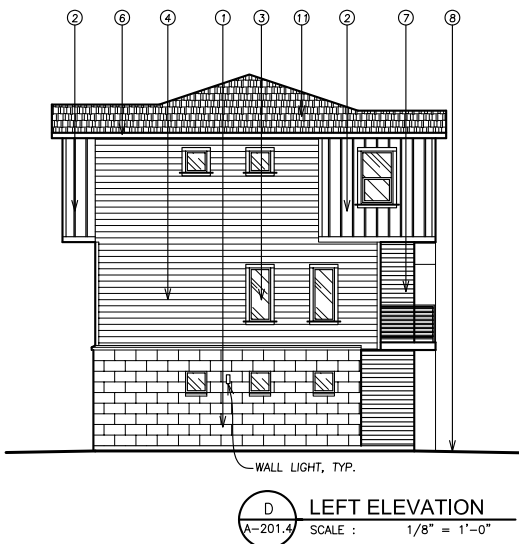
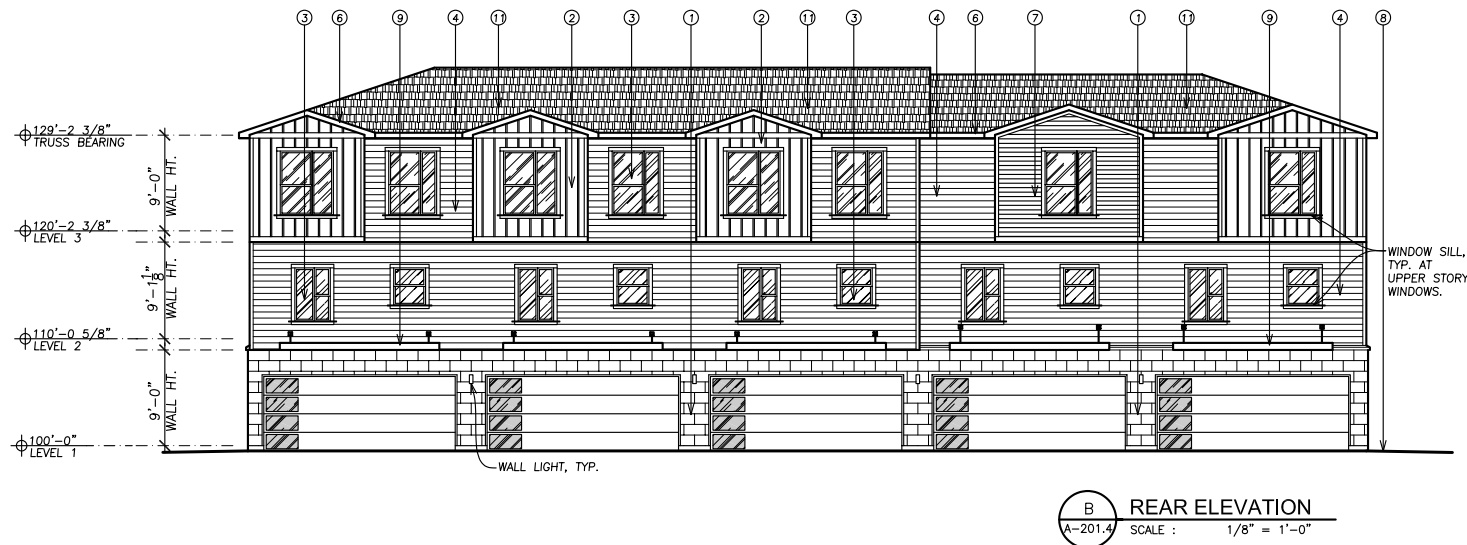
D LEFT ELEVATION
A-201.2 SCALE : 1/8" = 1'-0"

LEGEND

1. MANUFACTURED STONE VENEER, INSTALL PER MANUFACTURER'S INSTRUCTIONS. ELDORADO STONE MARQUEE24 DOVETAIL.
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11. 30 YR. ARCH'L GRADE ASPHALT/FIBERGLASS COMP. SHINGLES OVER 15 LB. FELT

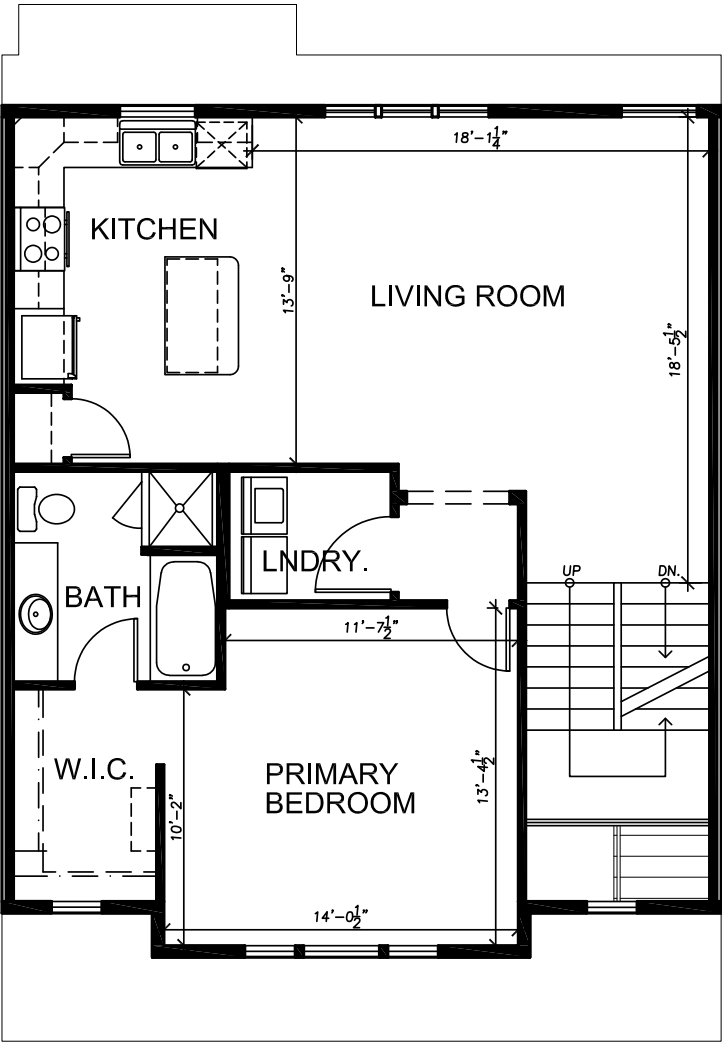
NOTE: TYVEK WRAP TO BE INSTALLED BEHIND ALL EXTERIOR FINISHES.
(1) LAYER GRADE "D" FELT OVER APPLIED SHINGLE STYLE. FULL TYVEK CERTIFIED SYSTEM APPLIED SHINGLE STYLE (INCLUDES TYVEK WRAP, WINDOW AND PENETRATION FLASHINGS, AND CAP FASTENERS), OVER SHEATHING PER STRUCTURAL.

NOTE: ALL ROOF PENETRATIONS TO BE PAINTED BLACK.

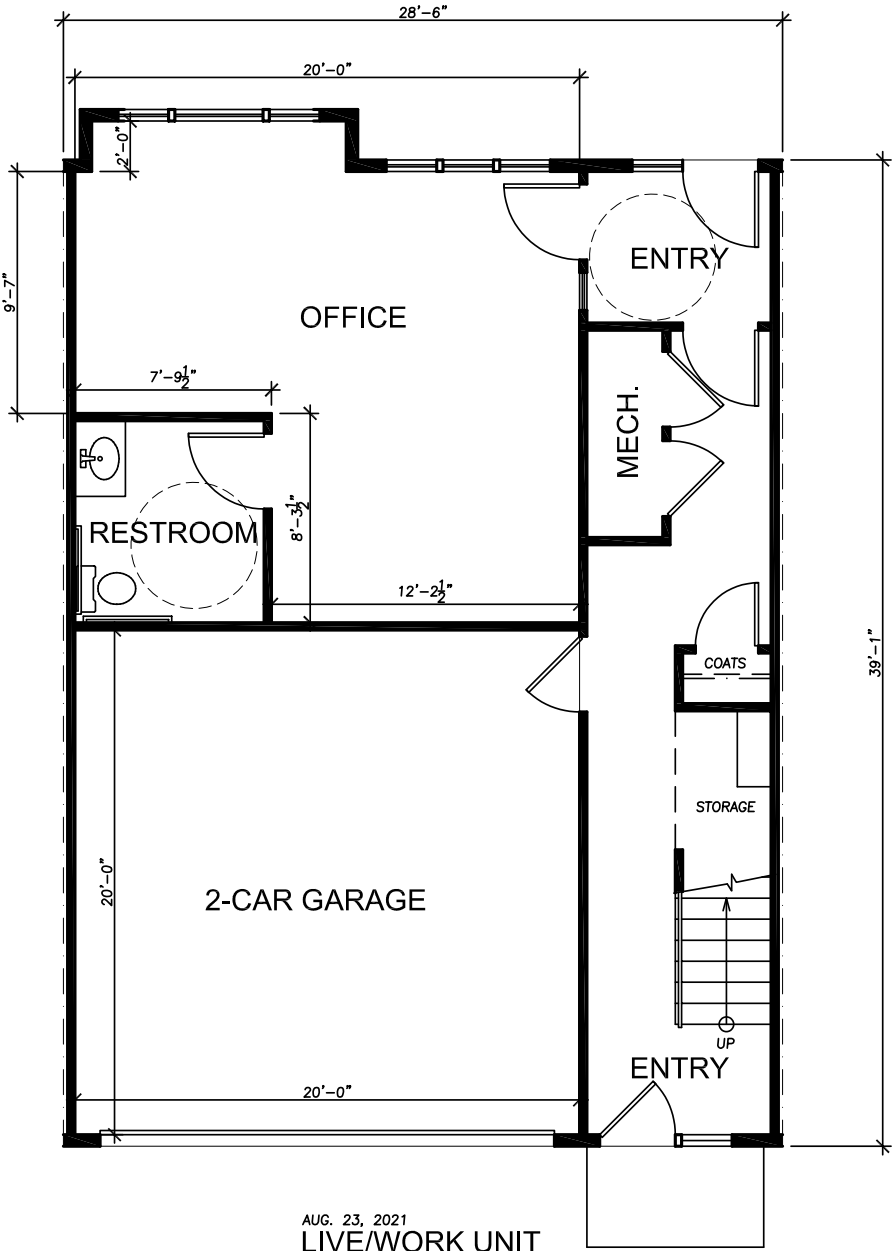




AUG. 23, 2021
LIVE/WORK UNIT
3RD LEVEL
690 SQ. FT.

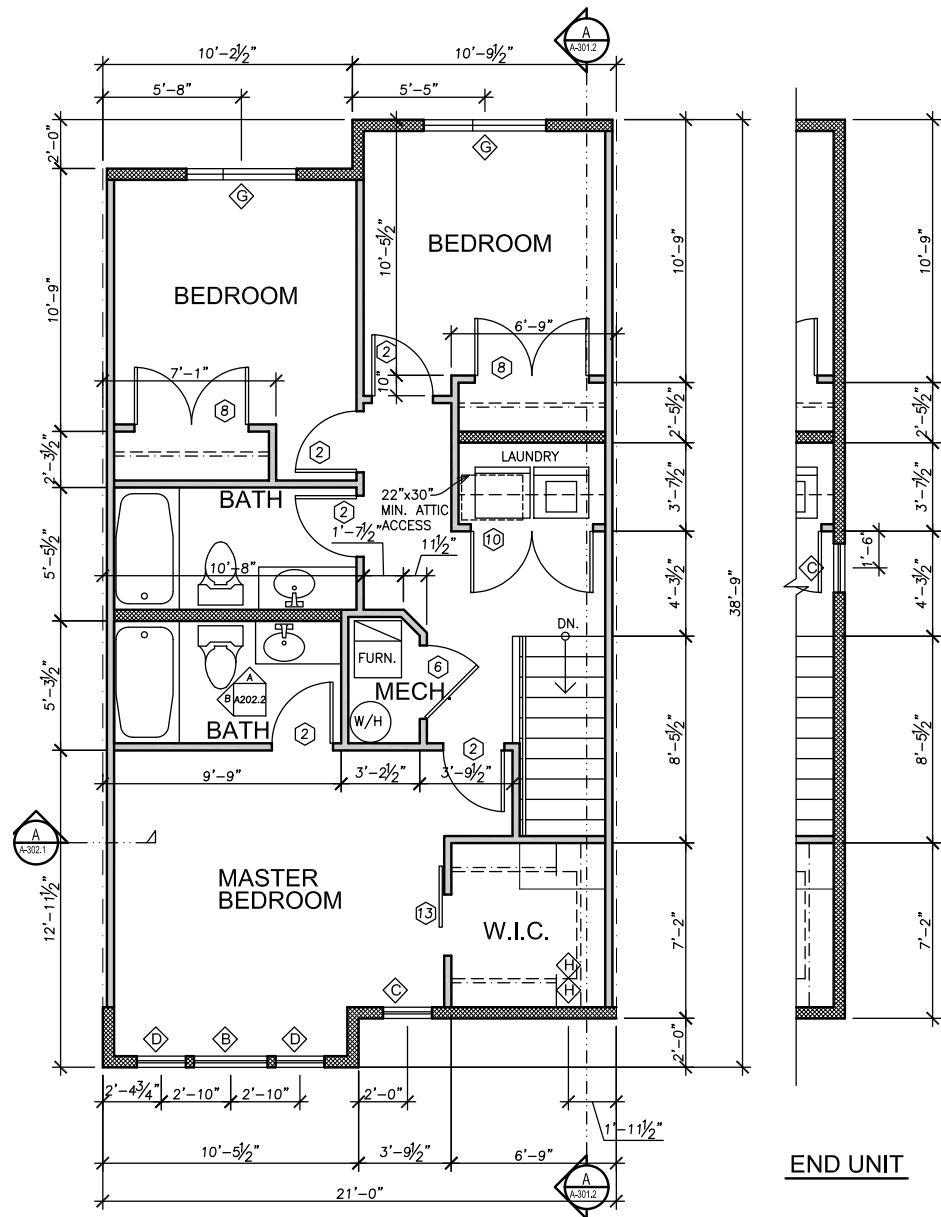


AUG. 23, 2021
LIVE/WORK UNIT
2ND LEVEL
938 SQ. FT.

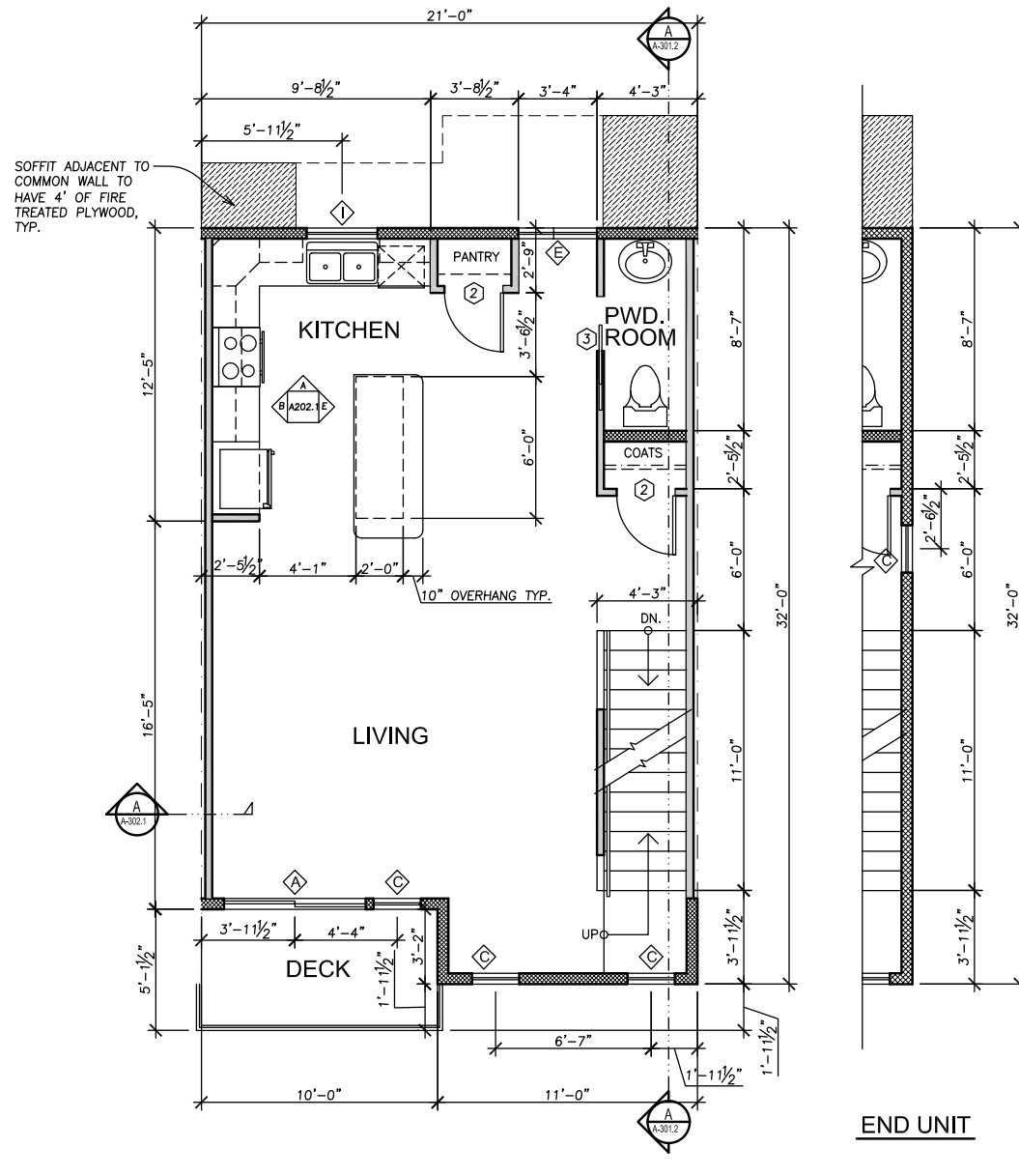


AUG. 23, 2021
LIVE/WORK UNIT
1ST LEVEL
717 SQ. FT.

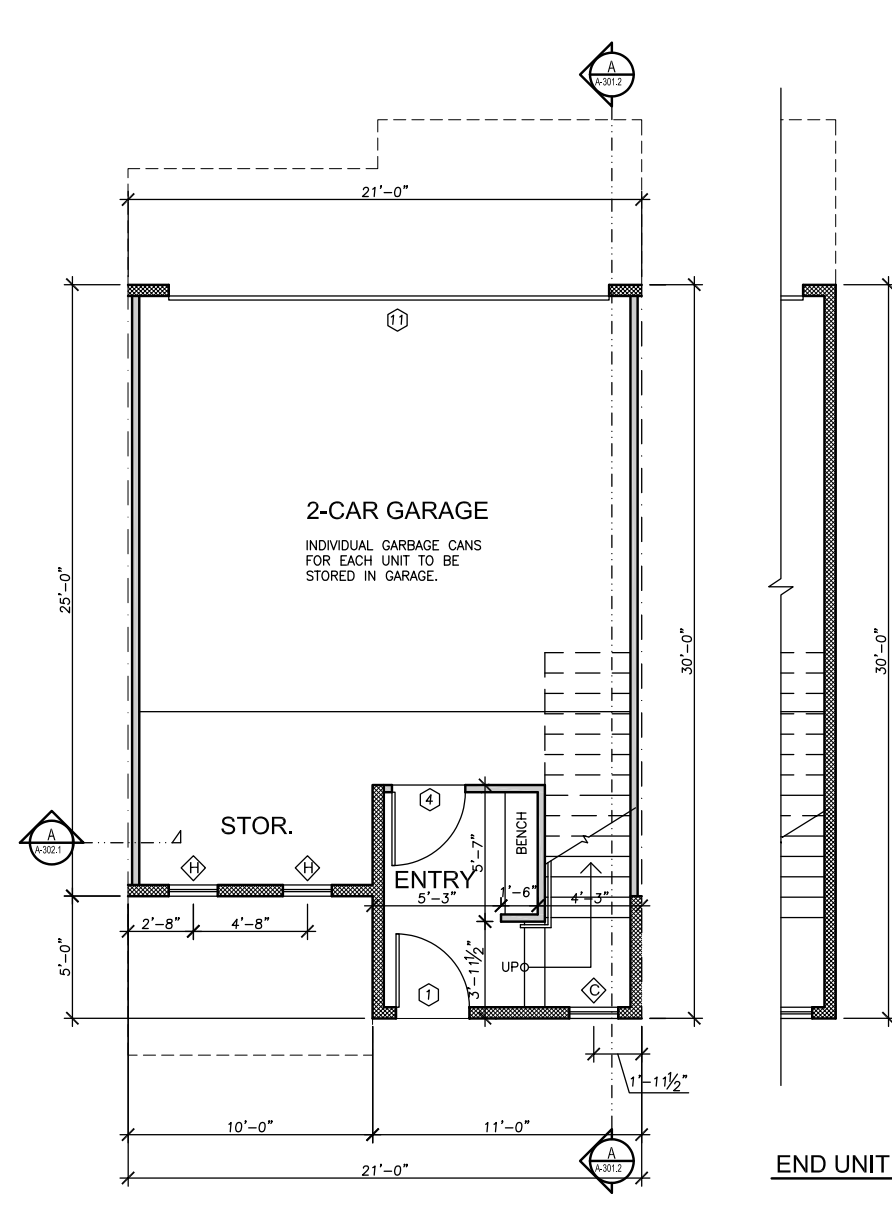




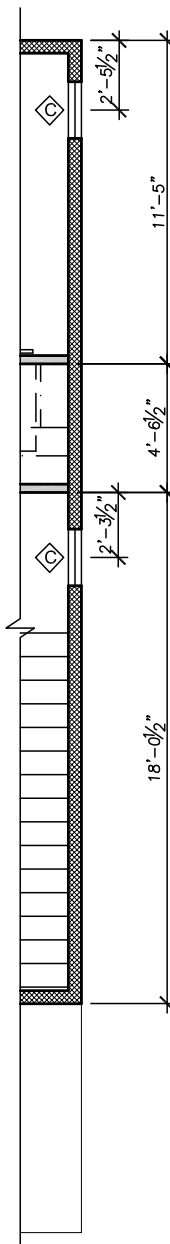
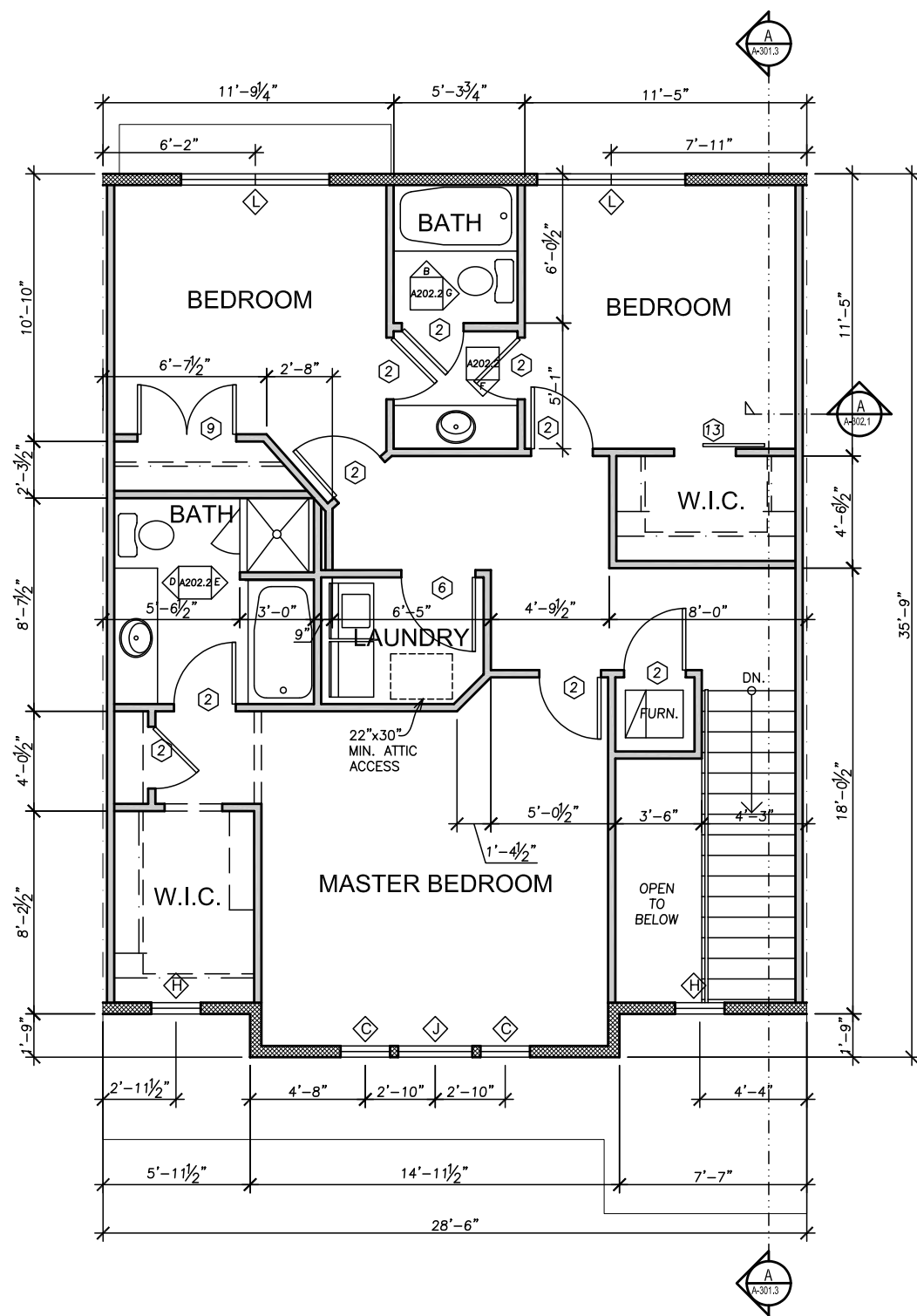
C BEDROOM LEVEL FLOOR PLAN
A-102.4 SCALE : 1/4" = 1'-0"



B LIVING LEVEL FLOOR PLAN
A-102.4 SCALE : 1/4" = 1'-0"

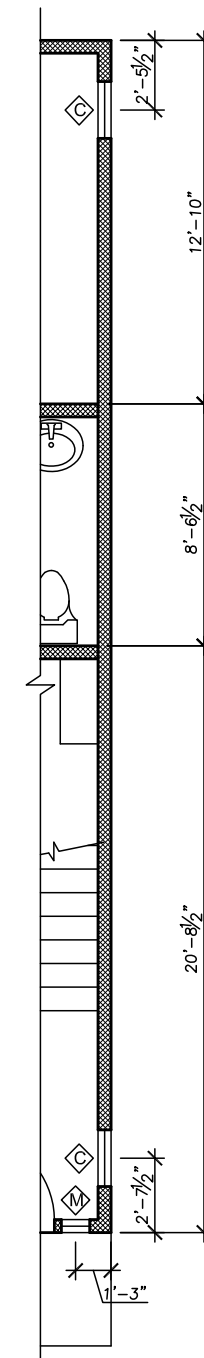
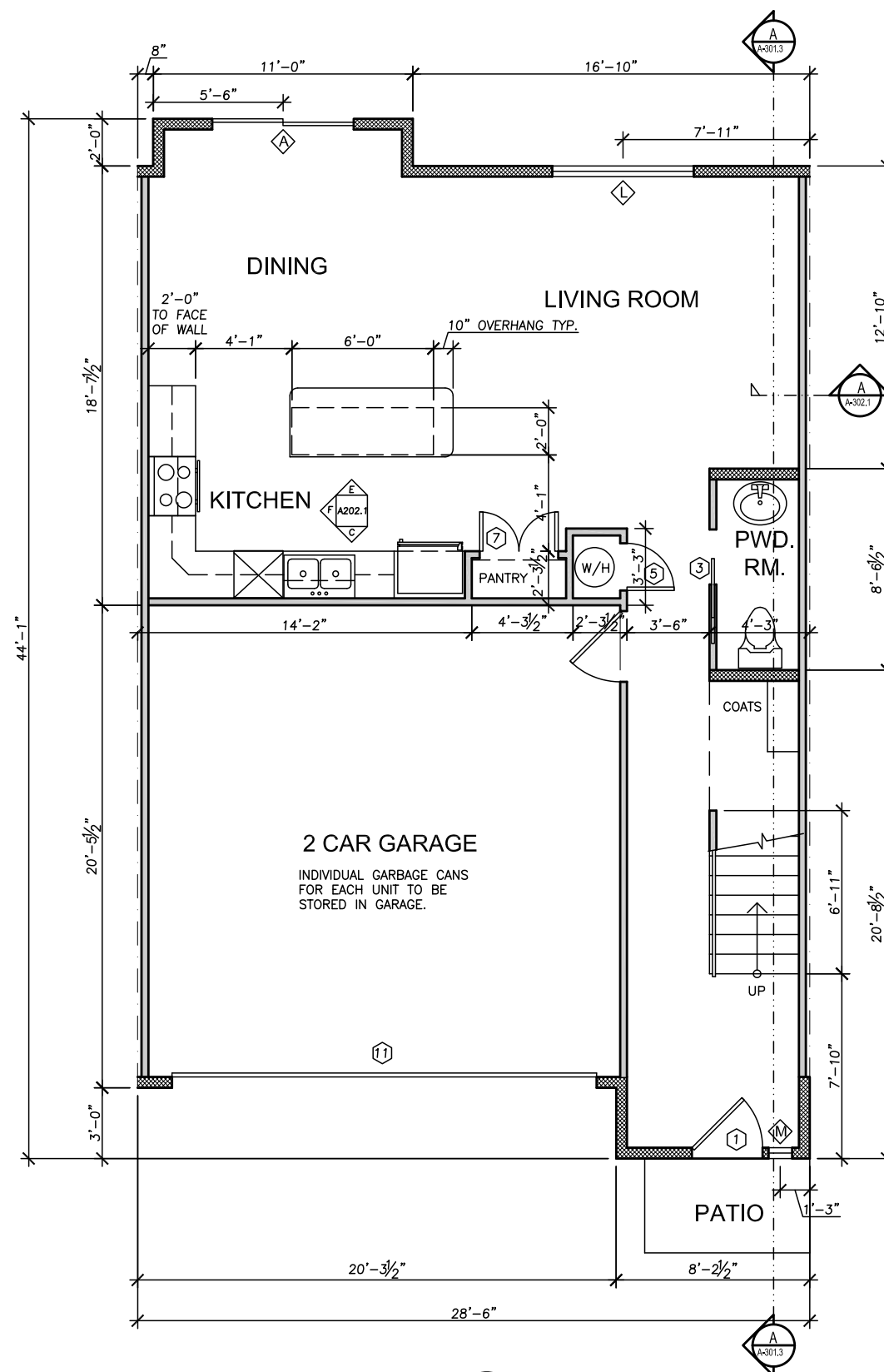


A GARAGE LEVEL FLOOR PLAN
A-102.4 SCALE : 1/4" = 1'-0"



END UNIT

B UPPER LEVEL FLOOR PLAN
A-102.3 SCALE : 1/4" = 1'-0"



END UNIT

A MAIN LEVEL FLOOR PLAN
A-102.3 SCALE : 1/4" = 1'-0"

Exhibit “E” Phasing Plan

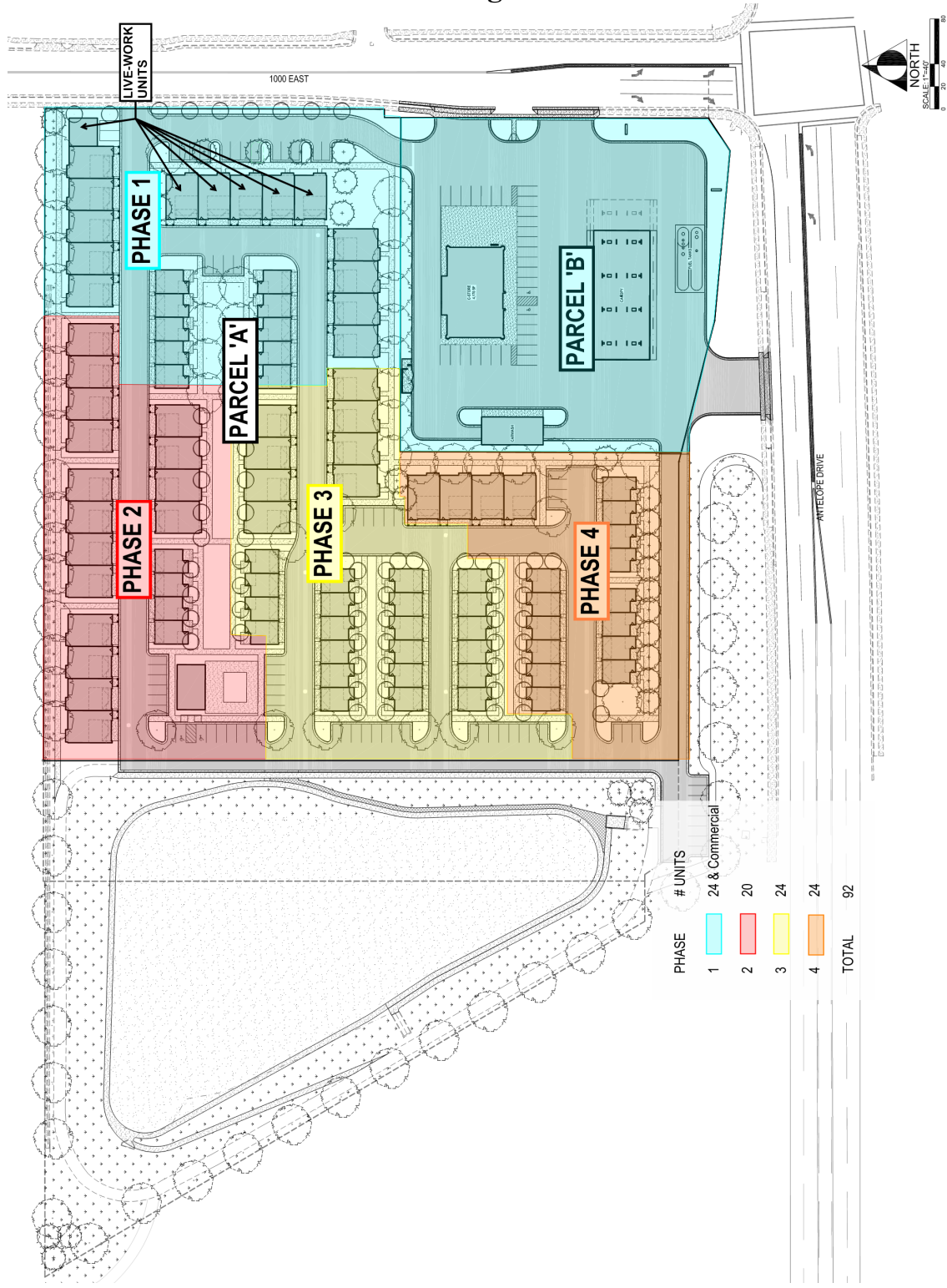
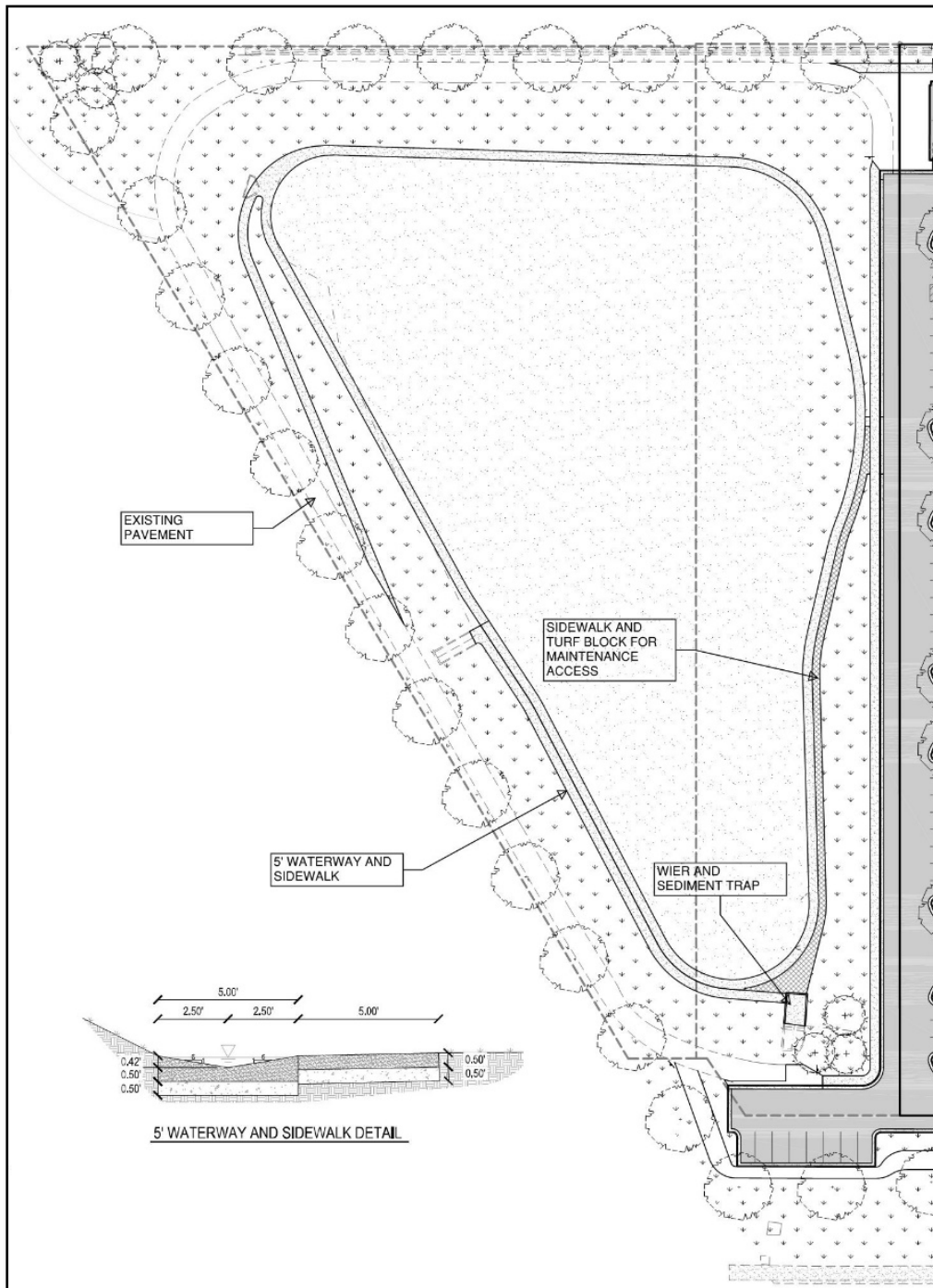


Exhibit "F"

Park Plan



Park Development Costs

<i>Quantity</i>	<i>Size/Unit</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extended Price</i>
IRRIGATION SYSTEMS				
1	LS	Irrigation System	\$ 133,195.00	\$ 133,195.00
Subtotal				\$ 133,195.00
<i>Quantity</i>	<i>Size/Unit</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extended Price</i>
SITE SOIL WORK				
1	LS	Clear, grub, haul debris off-site, including stumps	\$ 25,000.00	\$ 25,000.00
250	CY	Sidewalk	\$ 20.00	\$ 5,000.00
156700	SF	Sidewalk	\$ 0.07	\$ 10,969.00
Subtotal				\$ 40,969.00
<i>Quantity</i>	<i>Size/Unit</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extended Price</i>
SHRUBS, TREES, AND GROUNDCOVERS				
29	2" Cal.	Tree type #1	\$ 400.00	\$ 11,600.00
6	6-7' HT	Tree type #2	\$ 450.00	\$ 2,700.00
Subtotal				\$ 14,300.00
<i>Quantity</i>	<i>Size/Unit</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extended Price</i>
ROCK AND BARK MULCH				
5	CY	Shredded Bark Mulch for Tree Rings	\$ 100.00	\$ 500.00
Subtotal				\$ 500.00
<i>Quantity</i>	<i>Size/Unit</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extended Price</i>
SEED				
80400	SF	Kentucky Bluegrass Hydroseed	\$ 0.12	\$ 9,648.00
76400	SF	Bio-meadow Hydroseed	\$ 0.15	\$ 11,460.00
156800	SF	Establishment for both hydroseeds	\$ 0.04	\$ 6,272.00
Subtotal				\$ 27,380.00
<i>Quantity</i>	<i>Size/Unit</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extended Price</i>
DRAINAGE AND HARDSCAPE				
1567	SF	Turf Block	\$ 10.00	\$ 15,670.00
8875	SF	Sidewalk	\$ 7.50	\$ 66,562.50
260	LF	Storm Drain	\$ 100.00	\$ 26,000.00
1	LS	Sedimentation Basin & Weir	\$ 15,000.00	\$ 15,000.00
Subtotal				\$ 123,232.50
<i>Quantity</i>	<i>Size/Unit</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extended Price</i>
GENERAL CONTRACTOR				
1	LS	Overhead and profit	5%	\$ 16,978.83
1	LS	Contingency	5%	\$ 16,978.83
Project Total				\$ 373,534.15

**DEVELOPMENT AGREEMENT
FOR
CLEARFIELD PARK AT ANTELOPE
MIXED USE PROJECT**

City Proposal for future park use

**DEVELOPMENT AGREEMENT
FOR
MIXED USE PROJECT
CLEARFIELD PARK AT ANTELOPE**

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of _____, 2021, by and between Clearfield City Corporation, a Utah municipality (the “City”), and Antelope Park Real Property, LLC., a Utah Corporation (the “Developer”) (individually “Party,” collectively the “Parties”).

RECITALS

A. The capitalized terms used in this Development Agreement (DA) and in these Recitals are defined in Section 1.2, below.

B. Developer is under contract or will own and develop the Property. See Exhibit “A.”

C. The City owns two parcels west of the Property, comprising approximately 3.74 acres, that are currently utilized as a Regional Detention Basin, and related and existing access, as shown on Exhibit “B” Parcel Zoning Exhibit.

D. Developer and the City desire that the Property be developed in a unified and consistent fashion with commercial and residential uses pursuant to the Site Plan, as shown in Exhibit “C.”

E. The Parties acknowledge that the orderly development of the Property pursuant to this DA will result in a new neighborhood community development to be known as Clearfield Park at Antelope, which includes the development by Developer of a City Park. See Exhibit “C.”

F. The Parties acknowledge that the new City Park will be funded as outline in Exhibit “F,” and that Developer will pay to the City an annual amount of \$30,000 to cover the general ongoing operational costs consistent with and as further described in paragraph 7.9 of this DA.

G. The Parties acknowledge that the orderly development of the Property pursuant to this DA will increase property tax and other revenues to the City based on the improvements to be constructed on the Property.

H. The Parties desire to enter into this DA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this DA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this DA.

I. The Parties understand and intend that this DA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2018) *et seq.*

J. The rear portion of the Property (5.75 Acres) is to be zoned R-3 (Residential) and the southeast corner of the Property (1.89 Acres) is to be zoned C-2 Commercial subject to the execution of this DA. See Exhibit “B.”

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “F” are hereby incorporated into this DA.

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

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2018), *et seq.*

1.2.2. **Amenities** means any feature within a park or park space including, but not limited to, parks, athletic fields, tennis courts, pickle ball courts, playgrounds, pavilions, and recreational trails.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all the development on the entire Project, with 4 or fewer phases for the residential and 1 phase for the commercial, in accordance with the approved plans.

1.2.5. **C-2 Zone** means the same as defined and described in the Zoning Ordinance.

1.2.6. **Certificate of Occupancy** means a document issued by a Clearfield City building division certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy

1.2.7. **City** means Clearfield City Corporation, a Utah municipality.

1.2.8. **City's Future Laws** means the ordinances, policies, standards, and procedures that may come into effect in the future when Developer submits a Development Application for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this DA.

1.2.9. **City Park** means the 3.74 acres of property owned by the City that is currently used as a Regional Detention Basin and is the open space located to the west of the phased portions of the Project and as shown on Exhibit “C.” The City Park will be improved in accordance with this DA, but its primary purpose will remain as a Regional Detention Basin.

1.2.10. **City's Vested Laws** means the Zoning Ordinance and all other ordinances, policies, standards, procedures, and legislative and administrative decisions that are in effect or made as of the date the DA is recorded.

1.2.11. **DA** means this Development Agreement including all of its Exhibits.

1.2.12. **Default** means a material breach of this DA as specified herein.

1.2.13. **Developer** means Antelope Park Real Property, LLC.

1.2.14. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.15. **Development Application** means an application to the city for development of a portion of the Project including a Subdivision and any other permit, certificate or other authorization from the City required for development of the Project.

1.2.16. **Live-Work Units** means the six units located along 1000 East that are specifically identified on the Site Plan shown in Exhibit "C." The primary purpose of these units will be commercial, retail, or office use with entrances facing 1000 East. The Live Work Units may include residential as a secondary use that may only be located on the second or third level of each unit.

1.2.17. **Maximum Residential Units** means the development on residential parcel A, with 4 or fewer phases for the residential and a maximum of eighty-six (86) Residential Dwelling Units with 6 Live-Work Units for a maximum of 92 units.

1.2.18. **Notice** means any notice to or from any Party to this DA that is either required or permitted to be given to another party.

1.2.19. **Site Plan** means the conceptual layout for Residential Dwelling Units, Commercial Units and Public Infrastructure for the Project as shown on Exhibit "C".

1.2.20. **Owner** means Antelope Park Real Property, LLC.

1.2.21. **Parcel** means a portion of the Property that is created by the Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot.

1.2.22. **Park Improvements** means the grading; creation of internal pathways; design and installation of irrigation infrastructure; the planting of turf, trees, and shrubbery; and all other grading, landscape, irrigation, amenities and surface improvements for the City Park as shown on Exhibit "F."

1.2.23. **Party/Parties** means, in the singular, Developer or the City, in the plural Developer and the City.

1.2.24. **Parcel A** means the residential 5.739 Acres of the Property as illustrated on the Site Plan to be developed with townhouse residential.

1.2.25. **Parcel B** means the commercial 1.899 Acres of Property as illustrated on the Site Plan to be developed with a commercial use.

1.2.26. **Planning Commission** means the City's Planning Commission.

1.2.27. **Project** means the total development to be constructed on the Property pursuant to this DA with the associated public and private facilities, and all other aspects approved as part of this DA.

1.2.28. **Property** means the real property owned by and to be developed by Developer more fully described in Exhibit "B" with Parcel A (R-3 Zone) and Parcel B (C-2 Zone).

1.2.29. **Public Infrastructure** means the Park Improvements and those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.30. **R-3 Zone** means the same as defined and described in the Zoning Ordinance.

1.2.31. **Regional Detention Basin** means the approximately 3.74 acres of property owned by the City that is located to the west of the phased portions of the Project and that currently functions and has functioned as a stormwater detention basin.

1.2.32. **Residential Dwelling Unit** means a structure intended for the sole use as a residence as illustrated on the Site Plan.

1.2.33. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Developer which purchases a Parcel for development.

1.2.34. **Subdivision** means the division of any portion of the Project into developable lots pursuant to Utah law and/or the Zoning Ordinance.

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

1.2.36. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this DA as a part of the City's Vested Laws.

2. Development of the Project.

2.1. **Compliance with the Site Plan and this DA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this DA), the Site Plan and this DA.

2.2. **Maximum Residential Units.** At Buildout of Phases 1-4, Developer shall be entitled to no more than 92 residential units as allowed by the R-3 Zone. See Exhibit "E."

2.3. **Order of Construction.** Developer shall begin development of Parcel A or Parcel B after entitlements and permitting are approved. Parcel A (Residential) shall follow the phasing plan outlined in Exhibit "E." The City shall not grant a Certificate of Occupancy for any residential units until the commercial building located within Parcel B (Commercial) is under construction.

2.4. Parcel A (Residential) Type of Construction. Development is limited to 86 (eighty-six) townhomes, and 6 (six) Live-Work Units, and shall not include any apartment or condominium buildings.

2.5. Height of Residential. The townhomes shall not exceed a height of three stories with architectural parapets above grade.

2.6 Parcel B (Commercial) Building Area. Development shall include a convenience store including gas pumps, retail store, car wash, and rough-in for future charging station.

3. Vested Rights.

3.1. Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer all rights to develop the Project in fulfillment of this DA, the City's Vested Laws, the Zoning Ordinance, and the Site Plan except as specifically provided herein. The Parties specifically intend that this DA grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2018).

3.2. Exceptions. The applicability of the City's Future Laws to the Project are subject to only the following exceptions:

3.2.1. Developer Agreement. City's Future Laws that Developer agrees in writing to the application thereof to the Project;

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

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

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

3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah

Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 (2018) et seq.;

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks, or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City and do not materially and unreasonably increase the costs of any Development; or

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2018).

4. Processing of Development Applications.

4.1.1. City Denial of a Development Application. If the City denies a Development Application the City shall within 30 calendar days provide a written determination advising Developer of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this DA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

4.1.2. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within 14 calendar days of the written denial and attempt in good faith to resolve the issues specified in the denial of a Development Application.

4.1.3. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by an entity or agency that is not part of the City or within the City's control, then Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

4.2. Mediation of Development Application Denials.

4.2.1. Issues Subject to Mediation. Issues resulting from the City's denial of a Development Application that the parties are not able to resolve by the "Meet and Confer" described in paragraph 4.1.2 may be mediated and include the following:

- (i) the location of on-site infrastructure, including utility lines and stub outs to adjacent developments,
- (ii) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,
- (iii) interpretations, minor technical edits or inconsistencies necessary to clarify or modify documents consistent with the intended purpose of the DA, and
- (iv) the issuance of building permits.

4.2.2. Mediation Process. If the City and Developer are unable to resolve a disagreement subject to mediation, the Parties may attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator who is knowledgeable about the subject matter or legal issue in dispute. If the City and Developer are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Developer and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

4.3. Arbitration of Development Application Objections.

4.3.1. Arbitration Process. If the City and Developer are unable to resolve an issue through mediation, the Parties may attempt within fifteen (15) calendar days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the Parties are unable to agree on a single acceptable arbitrator they shall each, within fifteen (15) calendar days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Developer and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the Parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing Party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both Parties. If the arbitrator determines as a part of the decision that the City's or Developer's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Developer to pay the arbitrator's fees.

4.4. Parcel Sales. The City acknowledges that the precise location and details of the public improvements, lot layout, and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Developer may obtain approval of a Subdivision as is provided in Utah Code Ann., Section 10-9a-103(57)(c)(v) (2018) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, construction of improvements shall not be allowed until the Developer or Subdeveloper complies with the City's Vested Laws. Nothing in this paragraph shall limit the ability of Developer, if it or any Subdeveloper or successor, chooses to subdivide the Residential Dwelling Units and Live Work Units, in accordance with the City's Vested Laws or the City's Future Laws, in such a manner that each unit could be sold to an individual buyer.

5. Application Under City's Future Laws.

Without waiving any rights granted by this DA, Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Developer is not in current breach of this Agreement.

6. Public Infrastructure.

6.1. Construction by Developer. Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

6.2. Bonding. If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-9a of the Utah Code as amended, the City may require Developer to provide bond security for any Public or Private Infrastructure. In such event, Developer shall provide the bond security in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

7. City Park Development.

7.1. City Property. The City agrees that Developer will provide all Park Improvements to the City, as shown in Exhibit "F."

7.2. Continued Use as Regional Detention Basin. The City requires and Developer agrees that the Regional Detention Basin shall continue to be utilized as a regional stormwater detention basin, and no development will occur in such a manner as to compromise or impede the functionality of the Regional Detention Basin.

7.3. City Park Design and Engineering. Developer will perform all necessary design and engineering for the City Park, in cooperation with the City by submitting and obtaining approval of necessary design and engineering plans, while ensuring the continued primary use as Regional Detention Basin.

7.4. City Park Construction. Developer will perform all Park Improvements for the City Parks shown in Exhibit "F."

7.5. Limited Developer Liability for City Park. Developer will indemnify and hold harmless the City and its agents and elected officials from all damages arising from the design, engineering, or construction of the City Park in the Regional Detention Basin.

7.6. City Park Irrigation. The City shall provide water for irrigation purposes at the City Park. The City shall determine the irrigation needs, which may include seasonal changes in distribution, as well as the complete cessation of water without notice to Developer.

7.7. On-going City Park Maintenance and Care. The City shall provide on-going City Park maintenance and care. The Parties agree that the phrase "on-going maintenance and care" is purposefully undefined within this DA and that the level of maintenance and care shall be made at the discretion of the City and is subject to change without notice to Developer. This may include seasonal differences in the level of maintenance and care, as well as the complete abandonment of the City Park, including the removal of City Park amenities. Developer acknowledges that a change in the on-going maintenance and care, including abandonment, provides no cause of

action against the City. If the City decides to reduce, limit, or abandon the maintenance and care of the City Park or to abandon the City Park, Developer's obligation for the annual contribution of money to the City for the maintenance and care of the City Park shall cease. Subject to the Developer liability outlined in Section 7.4 above, the City agrees to indemnify and hold harmless the Developer from all damages arising from the City's on-going maintenance and care of the City Park.

7.8 City Park Developer On-Going Financial Contribution. Subject to abandonment of the City Park by the City, Developer will make an annual payment to the City in the amount of \$30,000, which amount shall be subject to annual review at the election of either the City or Developer and subject to a 3% growth rate (to account for inflation). Developer shall pay the annual maintenance contribution within 30 days after notification from the City that the amount is due and owing each year.

7.9 City Park Development – Impact Fees. Developer shall pay to the City the park impact fees, pursuant to the City's Vested Laws and Consolidated Fee Schedule, which the Developer shall pay with the building permit application for each individual building.

8. Default.

8.10. Notice. If Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Developer.

8.11. Contents of the Notice of Default. The Notice of Default shall contain:

8.11.1. Specific Claim. Specify the claimed event of Default;

8.11.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this DA that is claimed to be in Default;

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

8.11.4. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration, with the exception of a Default that creates a legitimate concern related to public health, safety or welfare, which may, at the discretion of the City, be less than thirty (30) calendar days.

8.12. Meet and Confer, Mediation, Arbitration. Upon the issuance of a Notice of Default the Parties may engage in the "Meet and Confer" and "Mediation" processes specified in Sections 4.1. If the claimed Default is subject to Arbitration as provided in Section 4.3 then the Parties may follow such processes.

8.13. Remedies. If the Parties are not able to resolve the Default by "Meet and Confer" or by "Mediation," and if the Default is not subject to arbitration, then the Parties may have the

following remedies, except as specifically limited.

8.13.1. **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

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

8.13.3. **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

8.14. **Public Meeting.** Before any remedy may be imposed by the City, the Party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

8.15. **Emergency Defaults.** Anything in this DA notwithstanding, if the City Council finds on the record that a Default materially impairs a compelling, countervailing interest of the city and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 8.13. The City shall give Notice to Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

8.16. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) calendar days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

8.17. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

8.18. **No Cross-Default.** A default regarding either Parcel A or Parcel B shall not be deemed to be a default for the other Parcel.

8.19. **Limitation on Recovery for Default – No Damages.** Anything in this DA notwithstanding, no Party shall be entitled to any claim for any monetary damages from any breach of this DA and each Party waives any claims thereto. The sole remedy available to Developer or any Subdeveloper shall be that of specific performance.

9. Notices.

All notices required or permitted under this DA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer and Owners:

Antelope Park Real Property, LLC.
Attn.: Dan Bridenstine
471 Heritage Park Blvd. Ste. 5

Layton, Utah 84041

To the City:

Clearfield City Corporation
Attn: City Recorder
55 South State Street
Clearfield, UT 84015

With a Copy to:

Clearfield City Attorney
55 South State Street
Clearfield, UT 84015

9.10. Effectiveness of Notice. Except as otherwise provided in this DA, each Notice shall be effective and shall be deemed delivered on the earlier of:

9.10.1. **Hand Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.10.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.10.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any Party may change its address for Notice under this DA by giving written Notice to the other Party in accordance with the provisions of this Section.

10. Headings.

The captions used in this DA are for convenience only and are not intended to be substantive provisions or evidence of intent.

11. No Third-Party Rights/No Joint Venture.

This DA does not create a joint venture relationship, partnership or agency relationship between the City or Developer. Further, the Parties do not intend this DA to create any third-party beneficiary rights. The Parties acknowledge that this DA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

12. Assignability.

The rights and responsibilities of Developer under this DA may be assigned in whole or in part, respectively, by Developer with the consent of the City as provided herein.

12.10. Sale of Lots. Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, buyers, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Developer.

12.11. Related Entity. Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer's entry into a joint venture for the development of the Project or Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Developer. Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

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

12.13. Time for Objection. Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

12.14. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this DA to which the assignee succeeds. Upon any such approved partial assignment Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

12.15. Denial. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of or Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 4. If the refusal is subject to Arbitration as provided in Section 4.3 then the Parties shall follow such processes.

12.16. Assignees Bound by DA. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this DA as a condition precedent to the effectiveness of the assignment.

13. Binding Effect.

If Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of

Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Developer and as set forth in this DA without any required approval, review, or consent by the City except as otherwise provided herein.

14. No Waiver.

Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

15. Severability.

If any provision of this DA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect.

16. Force Majeure.

Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

17. Appointment of Representatives.

To further the commitment of the Parties to cooperate in the implementation of this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Manager. The initial representative for Developer shall be the owner or manager of US Development, Inc. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

18. Applicable Law.

This DA is entered into in Davis County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

19. Venue.

Any action to enforce this DA shall be brought only in the Second District Court for the State of Utah, Davis County Division.

20. Entire Agreement.

This DA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

21. Mutual Drafting.

Each Party has participated in negotiating and drafting this DA and therefore no provision of this

DA shall be construed for or against any Party based on which Party drafted any particular portion of this DA.

22. Recordation and Running with the Land.

This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land.

23. Authority.

The Parties to this DA each warrant that they have all of the necessary authority to execute this DA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this DA lawfully binding the City pursuant to Resolution No. ____ adopted by the City on __, 2021.

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

CITY

Clearfield City Corporation

By: _____,
Its: City Manager

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2021 personally appeared before me _____ who being by me duly sworn, did say that he is the City Manager of Clearfield City Corporation, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DEVELOPER

Antelope Park Real Property, LLC.

By: Danny Bridenstine

Its: President

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the __ day of, _____ 2021, personally appeared before me _____, who being by me duly sworn, did say that he is the President of Antelope Park Real Property, LLC., a company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

**DEVELOPMENT AGREEMENT FOR
CLEARFIELD PARK AT ANTELOPE
MIXED USE PROJECT**

Developer Proposal for future park use

**DEVELOPMENT AGREEMENT
FOR
MIXED USE PROJECT
CLEARFIELD PARK AT ANTELOPE**

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of _____, 2021, by and between Clearfield City Corporation, a Utah municipality (the “City”), and Antelope Park Real Property, LLC., a Utah Corporation (the “Developer”) (individually “Party,” collectively the “Parties”).

RECITALS

A. The capitalized terms used in this Development Agreement (DA) and in these Recitals are defined in Section 1.2, below.

B. Developer is under contract or will own and develop the Property. See Exhibit “A.”

C. The City owns two parcels west of the Property, comprising approximately 3.74 acres, that are currently utilized as a Regional Detention Basin, and related and existing access, as shown on Exhibit “B” Parcel Zoning Exhibit.

D. Developer and the City desire that the Property be developed in a unified and consistent fashion with commercial and residential uses pursuant to the Site Plan, as shown in Exhibit “C.”

E. The Parties acknowledge that the orderly development of the Property pursuant to this DA will result in a new neighborhood community development to be known as Clearfield Park at Antelope, which includes the development by Developer of a City Park. See Exhibit “C.”

F. The Parties acknowledge that the new City Park will be funded as outline in Exhibit “F,” and that Developer will pay to the City an annual amount of \$30,000 to cover the general ongoing operational costs consistent with and as further described in paragraphs 7.8 and 7.9 of this DA.

G. The Parties acknowledge that the orderly development of the Property pursuant to this DA will increase property tax and other revenues to the City based on the improvements to be constructed on the Property.

H. The Parties desire to enter into this DA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this DA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this DA.

I. The Parties understand and intend that this DA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2018) *et seq.*

J. The rear portion of the Property (5.75 Acres) is to be zoned R-3 (Residential) and the southeast corner of the Property (1.89 Acres) is to be zoned C-2 Commercial subject to the execution of this DA. See Exhibit “B.”

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “F” are hereby incorporated into this DA.

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

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2018), *et seq.*

1.2.2. **Applicant** means a person or entity submitting a Development Application.

1.2.3. **Buildout** means the completion of all the development on the entire Project, with 4 or fewer phases for the residential and 1 phase for the commercial, in accordance with the approved plans.

1.2.4. **C-2 Zone** means the same as defined and described in the Zoning Ordinance.

1.2.5. **Certificate of Occupancy** means a document issued by a Clearfield City building division certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy

1.2.6. **City** means Clearfield City Corporation, a Utah municipality.

1.2.7. **City's Future Laws** means the ordinances, policies, standards, and procedures that may come into effect in the future when Developer submits a Development Application for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this DA.

1.2.8. **City Park** means the 3.74 acres of property owned by the City that is currently used as a Regional Detention Basin and is the open space located to the west of the phased portions of the Project and as shown on Exhibit “C.” The City Park will be improved in accordance with this DA, but its primary purpose will remain as a Regional Detention Basin.

1.2.9. **City's Vested Laws** means the Zoning Ordinance and all other ordinances, policies, standards, procedures, and legislative and administrative decisions that are in effect or made as of the date the DA is recorded.

1.2.10. **DA** means this Development Agreement including all of its Exhibits.

1.2.11. **Default** means a material breach of this DA as specified herein.

1.2.12. **Developer** means Antelope Park Real Property, LLC.

1.2.13. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.14. **Development Application** means an application to the city for development of a portion of the Project including a Subdivision and any other permit, certificate or other authorization from the City required for development of the Project.

1.2.15. **Live-Work Units** means the six units located along 1000 East that are specifically identified on the Site Plan shown in Exhibit "C." The primary purpose of these units will be commercial, retail, or office use with entrances facing 1000 East. The Live Work Units may include residential as a secondary use that may only be located on the second or third level of each unit and may include no less than a one car garage on the main level.

1.2.16. **Maximum Residential Units** means the development on residential parcel A, with 4 or fewer phases for the residential and a maximum of eighty-six (86) Residential Dwelling Units with 6 Live-Work Units for a maximum of 92 units.

1.2.17. **Notice** means any notice to or from any Party to this DA that is either required or permitted to be given to another party.

1.2.18. **Site Plan** means the conceptual layout for Residential Dwelling Units, Commercial Units and Public Infrastructure for the Project as shown on Exhibit "C".

1.2.19. **Owner** means Antelope Park Real Property, LLC.

1.2.20. **Parcel** means a portion of the Property that is created by the Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot.

1.2.21. **Park Improvements** means the grading; creation of internal pathways; design and installation of irrigation infrastructure; the planting of turf, trees, and shrubbery; and all other grading, landscape, irrigation, and surface improvements for the City Park as shown on Exhibit "F."

1.2.22. **Party/Parties** means, in the singular, Developer or the City, in the plural Developer and the City.

1.2.23. **Parcel A** means the residential 5.739 Acres of the Property as illustrated on the Site Plan to be developed with townhouse residential.

1.2.24. **Parcel B** means the commercial 1.899 Acres of Property as illustrated on the Site Plan to be developed with a commercial use.

1.2.25. **Planning Commission** means the City's Planning Commission.

1.2.26. **Project** means the total development to be constructed on the Property pursuant to this DA with the associated public and private facilities, and all other aspects approved as part of this DA.

1.2.27. **Property** means the real property owned by and to be developed by Developer more fully described in Exhibit "B" with Parcel A (R-3 Zone) and Parcel B (C-2 Zone).

1.2.28. **Public Infrastructure** means the Park Improvements and those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.29. **R-3 Zone** means the same as defined and described in the Zoning Ordinance.

1.2.30. **Regional Detention Basin** means the approximately 3.74 acres of property owned by the City that is located to the west of the phased portions of the Project and that currently functions and has functioned as a stormwater detention basin.

1.2.31. **Residential Dwelling Unit** means a structure intended for the sole use as a residence as illustrated on the Site Plan.

1.2.32. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Developer which purchases a Parcel for development.

1.2.33. **Subdivision** means the division of any portion of the Project into developable lots pursuant to Utah law and/or the Zoning Ordinance.

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

1.2.35. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this DA as a part of the City's Vested Laws.

2. Development of the Project.

2.1. **Compliance with the Site Plan and this DA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this DA), the Site Plan and this DA.

2.2. **Maximum Residential Units.** At Buildout of Phases 1-4, Developer shall be entitled to no more than 92 residential units as allowed by the R-3 Zone. See Exhibit "E."

2.3. **Order of Construction.** Developer shall begin development of Parcel A or Parcel B after entitlements and permitting are approved. Parcel A (Residential) shall follow the phasing plan outlined in Exhibit "E." The City shall not grant a Certificate of Occupancy for any residential units until the commercial building located within Parcel B (Commercial) is under construction.

2.4. **Parcel A (Residential) Type of Construction.** Development is limited to 86 (eighty-six) townhomes, and 6 (six) Live-Work Units, and shall not include any apartment or condominium buildings.

2.5. Height of Residential. The townhomes shall not exceed a height of three stories with architectural parapets above grade.

2.6 Parcel B (Commercial) Building Area. Development shall include a convenience store including gas pumps, retail store, car wash, and rough-in for future charging station.

3. Vested Rights.

3.1. Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer all rights to develop the Project in fulfillment of this DA, the City's Vested Laws, the Zoning Ordinance, and the Site Plan except as specifically provided herein. The Parties specifically intend that this DA grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2018).

3.2. Exceptions. The applicability of the City's Future Laws to the Project are subject to only the following exceptions:

3.2.1. Developer Agreement. City's Future Laws that Developer agrees in writing to the application thereof to the Project;

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

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

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

3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 (2018) et seq.;

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks, or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City and do not materially and unreasonably increase the costs of any Development; or

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2018).

4. Processing of Development Applications.

4.1.1. City Denial of a Development Application. If the City denies a Development Application the City shall within 30 calendar days provide a written determination advising Developer of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this DA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

4.1.2. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within 14 calendar days of the written denial and attempt in good faith to resolve the issues specified in the denial of a Development Application.

4.1.3. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by an entity or agency that is not part of the City or within the City's control, then Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

4.2. Mediation of Development Application Denials.

4.2.1. Issues Subject to Mediation. Issues resulting from the City's denial of a Development Application that the parties are not able to resolve by the "Meet and Confer" described in paragraph 4.1.2 may be mediated and include the following:

- (i) the location of on-site infrastructure, including utility lines and stub outs to adjacent developments,
- (ii) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,
- (iii) interpretations, minor technical edits or inconsistencies necessary to clarify or modify documents consistent with the intended purpose of the DA, and
- (iv) the issuance of building permits.

4.2.2. Mediation Process. If the City and Developer are unable to resolve a disagreement subject to mediation, the Parties may attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator who is knowledgeable about the subject matter or legal issue in dispute. If the City and Developer are unable to agree on a single acceptable mediator

they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Developer and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

4.3. Arbitration of Development Application Objections.

4.3.1. Arbitration Process. If the City and Developer are unable to resolve an issue through mediation, the Parties may attempt within fifteen (15) calendar days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the Parties are unable to agree on a single acceptable arbitrator they shall each, within fifteen (15) calendar days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Developer and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the Parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing Party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both Parties. If the arbitrator determines as a part of the decision that the City's or Developer's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Developer to pay the arbitrator's fees.

4.4. Parcel Sales. The City acknowledges that the precise location and details of the public improvements, lot layout, and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Developer may obtain approval of a Subdivision as is provided in Utah Code Ann., Section 10-9a-103(57)(c)(v) (2018) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, construction of improvements shall not be allowed until the Developer or Subdeveloper complies with the City's Vested Laws. Nothing in this paragraph shall limit the ability of Developer, if it or any Subdeveloper or successor, chooses to subdivide the Residential Dwelling Units and Live Work Units, in accordance with the City's Vested Laws or the City's Future Laws, in such a manner that each unit could be sold to an individual buyer.

5. Application Under City's Future Laws.

Without waiving any rights granted by this DA, Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Developer is not in current breach of this Agreement.

6. Public Infrastructure.

6.1. Construction by Developer. Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

6.2. Bonding. If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-9a of the Utah Code as amended, the City may require Developer to provide bond security for any Public or Private Infrastructure. In such event, Developer shall provide the bond security in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

7. City Park Development.

7.1. City Property. The City agrees that Developer will provide all Park Improvements to the City, as shown in Exhibit "F."

7.2. Continued Use as Regional Detention Basin. The City requires and Developer agrees that the Regional Detention Basin shall continue to be utilized as a regional stormwater detention basin, and no development will occur in such a manner as to compromise or impede the functionality of the Regional Detention Basin.

7.3. City Park Design and Engineering. Developer will perform all necessary design and engineering for the City Park, in cooperation with the City by submitting and obtaining approval of necessary design and engineering plans, while ensuring the continued primary use as Regional Detention Basin.

7.4. City Park Construction. Developer will perform all Park Improvements for the City Parks shown in Exhibit "F."

7.5. Limited Developer Liability for City Park. Developer will indemnify and hold harmless the City and its agents and elected officials from all damages arising from the design, engineering, or construction of the City Park in the Regional Detention Basin.

7.6. City Park Irrigation. The City shall provide water for irrigation purposes at the City Park. The City shall determine the irrigation needs, which may include seasonal changes in distribution, as well as the complete cessation of water, ~~but only after written notice without notice to Developer and an opportunity to be heard in accordance with paragraph 7.8.~~

7.7. On-going City Park Maintenance and Care. The City shall provide on-going City Park maintenance and care. The Parties agree that the phrase "on-going maintenance and care" is purposefully undefined within this DA and that the level of maintenance and care shall be made at the discretion of the City, ~~and is subject to change without notice to Developer. this which~~ may include seasonal differences in the level of maintenance and care. ~~As well as the complete abandonment of the City Park, including the removal of City Park amenities.~~ Developer acknowledges that a change in the on-going maintenance and care, ~~including abandonment,~~ will provide no cause of action against the City. If the City decides to reduce ~~or limit or abandon~~ the maintenance and care of the City Park ~~or to abandon the City Park,~~ then Developer's obligation for the annual contribution of money to the City for the maintenance and care of the City Park ~~shall cease~~ may be adjusted. Subject to the Developer liability outlined in Section 7.4 above, the

City agrees to indemnify and hold harmless the Developer from all damages arising from the City's on-going maintenance and care of the City Park.

7.8. Notice and Opportunity to Be Heard Before Material Change in City Park. If the City, in its discretion, desires to terminate its on-going maintenance and care of the City Park, or to abandon the City Park entirely, then before such termination or abandonment, the City must provide written notice to Developer at least 120 days before any formal decision to terminate or abandon. Developer acknowledges that the primary purpose and function of the City Park is the management of stormwater in the Regional Detention Basin as stated in paragraph 7.2, but the City Park will also serve an important secondary purpose as an amenity to residents of the Project and the City. To ensure that the City has considered all viable options and considerations before terminating maintenance or abandoning the City Park, the City must hold an open and public meeting in front of the City Council where the City can provide its reasons for terminating maintenance or abandoning the City Park and where Developer, residents of the Project, and other citizens can ask questions and offer comments, concerns, and potential solutions or alternatives to terminating or abandoning. Such a meeting must occur prior to the City taking any action to terminate maintenance or abandon the City Park. The ultimate decision to terminate maintenance or abandon the City Park will remain with the City, but the Parties agree that written notice to Developer and an opportunity to be heard will best ensure that both purposes of the City Park and the Regional Detention Basin can be addressed and the significant monetary investment in the City Park can be protected.

7.9 City Park Developer On-Going Financial Contribution. Subject to **termination of maintenance or** abandonment of the City Park by the City, Developer will make an annual payment to the City in the amount of \$30,000, which amount shall be subject to annual review at the election of either the City or Developer and subject to a 3% growth rate (to account for inflation). Developer shall pay the annual maintenance contribution within 30 days after notification from the City that the amount is due and owing each year.

7.10. City Park Development – Impact Fees. Developer shall pay to the City the park impact fees, pursuant to the City's Vested Laws and Consolidated Fee Schedule, which the Developer shall pay with the building permit application for each **individual** building.

8. Default.

8.10. Notice. If Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Developer.

8.11. Contents of the Notice of Default. The Notice of Default shall contain:

8.11.1. Specific Claim. Specify the claimed event of Default;

8.11.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this DA that is claimed to be in Default;

8.11.3. **Materiality.** Identify why the Default is claimed to be material; and

8.11.4. **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration, with the exception of a Default that creates a legitimate concerns related to public health, safety or welfare, which may, at the discretion of the City, be less than thirty (30) calendar days.

8.12. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the Parties may engage in the “Meet and Confer” and “Mediation” processes specified in Sections 4.1. If the claimed Default is subject to Arbitration as provided in Section 4.3 then the Parties may follow such processes.

8.13. **Remedies.** If the Parties are not able to resolve the Default by “Meet and Confer” or by “Mediation,” and if the Default is not subject to arbitration, then the Parties may have the following remedies, except as specifically limited.

8.13.1. **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

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

8.13.3. **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

8.14. **Public Meeting.** Before any remedy may be imposed by the City, the Party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

8.15. **Emergency Defaults.** Anything in this DA notwithstanding, if the City Council finds on the record that a Default materially impairs a compelling, countervailing interest of the city and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 8.13. The City shall give Notice to Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

8.16. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) calendar days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

8.17. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

8.18. **No Cross-Default.** A default regarding either Parcel A or Parcel B shall not be deemed to

be a default for the other Parcel.

8.19. Limitation on Recovery for Default – No Damages. Anything in this DA notwithstanding, no Party shall be entitled to any claim for any monetary damages from any breach of this DA and each Party waives any claims thereto. The sole remedy available to Developer or any Subdeveloper shall be that of specific performance.

9. Notices.

All notices required or permitted under this DA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer and Owners:

Antelope Park Real Property, LLC.
Attn.: Dan Bridenstine
471 Heritage Park Blvd. Ste. 5
Layton, Utah 84041

To the City:

Clearfield City Corporation
Attn: City Recorder
55 South State Street
Clearfield, UT 84015

With a Copy to:

Clearfield City Attorney
55 South State Street
Clearfield, UT 84015

9.10. Effectiveness of Notice. Except as otherwise provided in this DA, each Notice shall be effective and shall be deemed delivered on the earlier of:

9.10.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.10.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.10.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any Party may change its address for Notice under this DA by giving written

Notice to the other Party in accordance with the provisions of this Section.

10. Headings.

The captions used in this DA are for convenience only and are not intended to be substantive provisions or evidence of intent.

11. No Third-Party Rights/No Joint Venture.

This DA does not create a joint venture relationship, partnership or agency relationship between the City or Developer. Further, the Parties do not intend this DA to create any third-party beneficiary rights. The Parties acknowledge that this DA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City’s.

12. Assignability.

The rights and responsibilities of Developer under this DA may be assigned in whole or in part, respectively, by Developer with the consent of the City as provided herein.

12.10. Sale of Lots. Developer’s selling or conveying lots in any approved Subdivision or Parcels to builders, buyers, users, or Subdevelopers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by Developer.

12.11. Related Entity. Developer’s transfer of all or any part of the Property to any entity “related” to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer’s entry into a joint venture for the development of the Project or Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Developer. Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

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

12.13. Time for Objection. Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

12.14. Partial Assignment. If any proposed assignment is for less than all of Developer’s rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this DA to which the assignee succeeds. Upon any such approved partial assignment Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

12.15. Denial. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of or Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 4. If the refusal is subject to Arbitration as provided in Section 4.3 then the Parties shall follow such processes.

12.16. Assignees Bound by DA. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this DA as a condition precedent to the effectiveness of the assignment.

13. Binding Effect.

If Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Developer and as set forth in this DA without any required approval, review, or consent by the City except as otherwise provided herein.

14. No Waiver.

Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

15. Severability.

If any provision of this DA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect.

16. Force Majeure.

Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

17. Appointment of Representatives.

To further the commitment of the Parties to cooperate in the implementation of this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Manager. The initial representative for Developer shall be the owner or manager of US Development, Inc. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

18. Applicable Law.

This DA is entered into in Davis County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

19. Venue.

Any action to enforce this DA shall be brought only in the Second District Court for the State of Utah, Davis County Division.

20. Entire Agreement.

This DA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

21. Mutual Drafting.

Each Party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against any Party based on which Party drafted any particular portion of this DA.

22. Recordation and Running with the Land.

This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land.

23. Authority.

The Parties to this DA each warrant that they have all of the necessary authority to execute this DA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this DA lawfully binding the City pursuant to Resolution No. ____ adopted by the City on __, 2021.

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

CITY

Clearfield City Corporation

By: _____,
Its: City Manager

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2021 personally appeared before me _____ who being by me duly sworn, did say that he is the City Manager of Clearfield City Corporation, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DEVELOPER

Antelope Park Real Property, LLC.

By: Danny Bridenstine
Its: President

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the __ day of, _____ 2021, personally appeared before me _____, who being by me duly sworn, did say that he is the President of Antelope Park Real Property, LLC., a company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____