

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
September 28, 2021 – POLICY SESSION

Multi-Purpose Room
55 South State Street
Second Floor
Clearfield, Utah

6:00 P.M. WORK SESSION

Meet and Greet with the City's Newly Hired Communications Manager

Discussion on Amendments to Title 11 to Allow for Internal Accessory Dwelling Units

Discussion on Monthly Reports Provided to the City Council

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

CDRA WORK SESSION

Discussion on the Extension of Collection of Tax Increment in the Lifetime Products Community
Reinvestment Project Area Due to the COVID-19 Emergency

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

*(Any item not fully addressed prior to the Policy Session will be addressed in a Work Session
immediately following the Policy Session)*

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

7:00 P.M. POLICY SESSION

CALL TO ORDER:

Mayor Shepherd

OPENING CEREMONY:

Councilmember Bush

APPROVAL OF MINUTES:

September 14, 2021 – Policy Session

PUBLIC HEARINGS:

1. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A PROPOSED
DEVELOPMENT AGREEMENT WITH ANTELOPE PARK REAL PROPERTY LLC
FOR THE PROPOSED MIXED-USE DEVELOPMENT LOCATED AT
APPROXIMATELY 1608 SOUTH 1000 EAST**

BACKGROUND: The developer has been working with staff, the Planning Commission, and City Council and proposes to develop a mixed-use subdivision at 1608 South 1000 East. The proposed development would include a C-store, townhomes, and live/work units along 1000 East. The City Council approved the General Plan amendment and rezone requests, subject to an executed development agreement. The development agreement was crafted to address the

proposed City park that was planned within the City's current storm water basin and any other standard deviations. The Planning Commission reviewed the request and recommended approval of Draft B of the development agreement. Draft B includes language that would permit the City to cease maintaining or continuing with the use of the storm water basin as a park only after a public hearing with the City Council. The City Council held a work session to discuss the Planning Commission's recommendation and determined there were significant issues with the proposal to use a storm water detention basin as a park. They asked that the proposed park be removed from the development agreement and the investment by the developer be transferred to increased amenities and fencing.

RECOMMENDATION: Receive public comment.

2. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON AN AMENDMENT TO TITLE 11 – LAND USE TO ALLOW FOR INTERNAL ACCESSORY DWELLING UNITS

BACKGROUND: The Planning Commission and City Council began discussion on allowing Accessory Dwelling Units in July 2019 and asked for additional research on the topic. The Legislature passed House Bill 82 during the 2021 legislative session mandating all municipal agencies adopt regulations to allow Internal Accessory Dwelling Units within municipal boundaries. A subsequent discussion was held with the City Council in August 2021 that included the identification of important elements that needed to be included in the proposed ordinance. The Planning Commission reviewed the request on September 15, 2021 and recommends its approval.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

3. OPEN COMMENT PERIOD

The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas on any topic. To be considerate of everyone at this meeting, public comment will be limited to three minutes per person. Participants are to state their names for the record. Comments, which cannot be made within these limits, should be submitted in writing to the City Recorder at nancy.dean@clearfieldcity.org.

The Mayor and City Council encourage civil discourse for everyone who participates in the meeting.

4. CONSIDER APPROVAL OF ORDINANCE 2021-15 AUTHORIZING A PROPOSED DEVELOPMENT AGREEMENT WITH ANTELOPE PARK REAL PROPERTY LLC FOR THE PROPOSED MIXED-USE DEVELOPMENT LOCATED AT APPROXIMATELY 1608 SOUTH 1000 EAST

RECOMMENDATION: After careful consideration of the of the information presented, the Council moves to:

1. Approve Ordinance 2021-15 authorizing the proposed Development Agreement DRAFT A with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East and authorize the Mayor's signature to any necessary documents.

2. Approve Ordinance 2021-15 authorizing the Development Agreement DRAFT B with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East and authorize the Mayor's signature to any necessary documents.
3. Approve Ordinance 2021-15 authorizing the Development Agreement DRAFT A with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East and remove all references and exhibits related to the construction of a City park, and replace with language requiring specific project amenities and fencing, as presented by Staff, and authorize the Mayor's signature to any necessary documents.
4. Deny Ordinance 2021-15 authorizing the Development Agreement (all drafted versions) with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East.
5. Table consideration of the Development Agreement with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East.

5. CONSIDER APPROVAL OF ORDINANCE 2021-14 AMENDING TITLE 11 – LAND USE TO ALLOW FOR INTERNAL ACCESSORY DWELLING UNITS

RECOMMENDATION: Approve Ordinance 2021-14 amending Title 11 – Land Use to allow for Internal Accessory Dwelling Units and authorize the Mayor's signature to any necessary documents.

6. CONSIDER APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2020/2021 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

BACKGROUND: The Council was provided a copy of the 2020/2021 Community Development Block Grant Consolidation Annual Performance Evaluation Report (CAPER). The report is an overview of the accomplishments that were met during the previous program year. Residents were given the opportunity to review the plan at the Customer Service Center from August 30, 2021 to September 20, 2021. To date no comments have been received.

RECOMMENDATION: Approve Ordinance 2021-13 rezoning the property located at approximately 526 South 1000 East (TIN: 12-004-0153) and Bicentennial Park (TIN: 12-004-0145) from R-1-8 (Residential) to P-F (Public Facilities) and authorize the Mayor's signature to any necessary documents.

7. CONSIDER APPROVAL OF THE FINAL SUBDIVISION PLAT FOR THE SECOND AND STATE APARTMENTS SUBDIVISION LOCATED AT APPROXIMATELY 49 EAST 200 SOUTH; 230, 246, AND 260 SOUTH STATE STREET (TIN: 12-003-0173, 12-003-0275, 12-003-0273, 12-003-0084, 12-003-0085, AND 12-003-0003)

BACKGROUND: The applicant, Oz Development, is proposing a two-lot subdivision to consolidate the existing parcels of land at approximately 49 East 200 South; 230, 246, and 260 South State Street and divide them into two separate lots. The proposed purpose is to develop a 116-unit multi-family development on one lot and the second lot would be for the Northern Utah

Counseling business. The Planning Commission reviewed the plat at its meeting on September 1, 2021, and recommends its approval based on three conditions.

RECOMMENDATION: After careful consideration of the of the information presented, the Council moves to:

1. Approve the Final Subdivision Plat for the Second & State Subdivision located at 49 East 200 South; 230, 246, & 260 S. State Street (TIN: 12-003-0173, 12-003-0275, 12-003-0273, 12-003-0084, 12-003-0085, & 12-003-0003) with the three conditions recommended by the Planning Commission and authorize the Mayor's signature to any necessary documents.
2. Deny the Final Subdivision Plat for the Second & State Subdivision located at 49 East 200 South; 230, 246, & 260 S. State Street (TIN: 12-003-0173, 12-003-0275, 12-003-0273, 12-003-0084, 12-003-0085, & 12-003-0003).
3. Table consideration of the Final Subdivision Plat for the Second & State Subdivision located at 49 East 200 South; 230, 246, & 260 S. State Street (TIN: 12-003-0173, 12-003-0275, 12-003-0273, 12-003-0084, 12-003-0085, & 12-003-0003).

COMMUNICATION ITEMS:

Mayor's Report
City Councils' Reports
City Manager's Report
Staffs' Reports

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

Dated this 21st 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 her 48-hour notice.



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Spencer W. Brimley, Community Development Director

MEETING DATE: Tuesday, September 28, 2021

SUBJECT: Public Hearing, Discussion and Possible Action on **ZTA 2021-080041**, a zoning text amendment request by Clearfield City to amend Title 11 of the Clearfield City Code to allow for Internal Accessory Dwelling Units (IADU) to be added as a permissible use in certain areas of the city. **Staff:** Spencer W. Brimley (**Legislative Action**).

RECOMMENDED ACTION

Approve **ZTA 2021-080041**, a zoning text amendment request by Clearfield City to amend Title 11 of the Clearfield City Code to allow for Internal Accessory Dwelling Units (IADU) to be added as a permissible use in certain areas of the city as recommended by the Planning Commission and authorize the Mayor's signature to any necessary documents.

PLANNING COMMISSION RECOMMENDATION

On September 15th, 2021 the Planning Commission forwarded a recommendation of approval for **ZTA 2021-080041**. This recommendation was forwarded by a 6-1 vote in favor of adoption of the proposed ordinance. The discussion centered the allowable lot size in order to allow an IADU to be permitted.

DESCRIPTION / BACKGROUND

In July 2019 the Planning Commission and City Council reviewed a draft ADU ordinance prepared by staff to allow for the regulation of accessory dwelling units within the city. This review and discussion included references to municipal codes in Murray, North Salt Lake, Syracuse, North Ogden Provo, and Durango, Colorado. At that time Council expressed concerns about this sort of ordinance being enacted and suggested more time be spent on researching the topic. Based upon this and other discussions with the council, staff has concluded that if an ordinance is created, it should be simple and tailored to the local context of this community. Since that time, City Staff have responded to many requests from residents to allow ADUs within the City and continues to field calls and requests for this type of housing to be allowed.

Staff participated in a work session with the Clearfield City Council on August 10, 2021, to discuss important elements for inclusion into the proposed ordinance. Staff and the Council also discussed those areas that could be regulated or changed per City direction and those that were fixed. It is staff's opinion that the proposed ordinance is in line with HB82 requirements but needs Commission review to ensure the proposal is consistent with community demands and needs.



DRAFT IADU Ordinance elements

Staff have included the following elements from the proposed IADU ordinance for discussion and consideration by the Planning Commission.

- Property owner occupancy requirement (Main Dwelling or IADU)
- IADU or main dwelling cannot be sold separately
- Only one ADU per lot
- No separate utility meters or address for IADU
- ADU entrance on side or rear façade only
- Parking cannot exceed one additional parking spot for the IADU.
 - Required to be on permanent impermeable surface to match main driveway.
- Compliance with Building Code Standards
- Compliance with underlying zoning district
 - Allowed only in Single-Family Zones on lots 6,000 SF or greater
- Size of the IADU limited to no more than 50% of the single-family dwelling square footage
- Processing of requests
 - Administrative and separate from standard land use review
- Types of IADUs
 - Attached: Basement, Ground Level, Second Story
- Limitations on length of use: short term rentals prohibited

State mandated requirements:

During the 2021 legislative session the State Legislature enacted new requirements mandating all municipal agencies adopt regulations to allow IADUs within their municipal boundaries. There is some thought that there will be additional requirements from the legislature to allow for external ADUs in the future but at this time the regulations passed were specific to IADUs. The legislature continues to enact legislation, with the intent to solve housing statewide, which places requirements on cities to adopt new policies and regulation without allowing time for previously adopted requirements to be tested. HB82 is the recent regulation passed by the State legislature which mandates internal accessory dwelling units (IADUs) as a permitted use, enacts enforcement mechanisms, modifies the building code to exempt IADUs, establishes a loan program for IADUs, and prohibits a homeowner association from banning IADUs.

Consideration for ADUs

With state code requirements for communities to address housing affordability, IADUs have been identified as a priority, but there is a thought that both types may be required in coming sessions/years to address housing issues throughout the state. Additionally, staff has been made aware of situations where homes have been used as two-family dwellings without proper approval to do so. The creation



and adoption of this new code would bring more compliance to these scenarios and resolve many unsafe buildings that we may not be aware of as a city.

PUBLIC COMMENT

No public comment has been received at the time this report was written.

GENERAL FINDINGS

Zoning Ordinance Text Amendment

Clearfield Land Use Ordinance Section 11-6-3 establishes the following findings the Planning Commission shall make to approve Zoning Ordinance Text Amendments. The findings and staff's evaluation are outlined below:

Review Consideration		Staff Analysis
1)	The proposed amendment is in accordance with the General Plan and Map; or	The proposed amendments are in accordance with the General Plan which encourages continual evaluation and modifications to adopted ordinances as circumstances require.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	With changes in state requirement and regulations for housing affordability and the growing need for communities to assist in this effort the proposed ordinance changes are necessary to provide support for this Title. The proposal also supports the City's priority of providing affordable housing options within the city.

FINDINGS & CONCLUSION

Based upon a review of the existing and proposed ordinance standards Staff concludes the following:

1. Clearfield City should be continually evaluating the current housing shortage and working to implement appropriate codes and regulations to help address local needs and those of the region.
2. The proposed changes encourage high quality design, and efficient use of existing single-family properties.



CORRESPONDING POLICY PRIORITY (IES)

The proposed ordinance text amendments address the Policy Priorities of *Providing Quality Municipal Services* and *Improving Clearfield's Image, Livability, and Economy* in the following ways.

- The first policy priority emphasized “continuous improvement through innovation.” By updating the land use ordinance and increasing housing choice, the city is continuously improving current housing limitations and address market demands to better serve Clearfield residents.
- The second policy priority is being met by amending our ordinance to reflect current housing issues while seeking to provide additional opportunities for “life cycle housing” for Clearfield residents. These changes along with existing development regulations will allow for “high quality economic development” through increase growth.

SCHEDULE / TIME CONSTRAINTS

HB82 requires that municipalities approve regulations to allow for the use of Internal Accessory Dwelling Units (IADUs) within the City by October 1st 2021. Staff believe that we are on track for this adoption, but also recognizes the council’s authority to delay adoption until they have determined the proposed ordinance meets the needs of the community.

LIST OF ATTACHMENTS

1. DRAFT IADU ordinance

11-21: INTERNAL ACCESSORY DWELLING UNITS

- A. Purpose and Intent: The Internal Accessory Dwelling Unit (IADU) ordinance is established to provide areas for the encouragement and promotion of an environment for family life by providing for the establishment of an accessory unit in conjunction with single-family detached dwellings on individual lots. This ordinance is hereby established to promote the use of accessory units; to provide flexibility for the changes in household size associated with life cycle; to offer financial security for home buyers; and to offer security against problems associated with frailty in old age. These provisions are also intended to provide for affordable housing with reasonable limitations to minimize the impact on neighboring properties and neighborhoods, and to promote the health, safety, and welfare of the property owners and residents of accessory dwelling units.
- B. Definition of Accessory Dwelling Unit: A subordinate dwelling, which has its own kitchen, living/sleeping area, and full bathroom, including, sink, toilet shower/bath which is within or attached to a single-family residential building.
- C. Owner Occupied: For the purpose of this section, the term "owner occupied" shall be defined as fulltime residency within the home by the bona fide property owner(s) as shown on the Davis County tax assessment rolls. No accessory dwelling units shall be created, established, or occupied in a single-family dwelling unless the owner of the property lives on the property within either the principal dwelling or accessory dwelling unit.
- D. Dwelling Unit Occupancy: The occupants of an accessory dwelling unit shall be limited by one of the following family categories:
 - a. One person living alone; or
 - b. Two (2) related or unrelated adults and their children.
 - c. Any of the above categories plus a temporary guest. A "temporary guest" is defined as a person who stays with a family for a period of less than thirty (30) days within any rolling one-year period and does not utilize the dwelling as a legal address for any purpose.
- E. Zones: An accessory dwelling which meets ordinance requirements may be allowed in a single-family dwelling unit within all single-family zones on lots greater than 6,000 square feet. No accessory dwelling unit may be allowed in any multi-family dwelling or zone.
- F. Number Of Accessory Dwelling Units: A maximum of one accessory dwelling unit shall be allowed in each owner-occupied single-family dwelling.
- G. Address: The principal dwelling unit and the accessory dwelling unit shall have the same address number but shall refer to the accessory dwelling unit as unit B. Addresses must be located in a visible location on the street frontage side of the home.
- H. Separate Living Areas: An accessory dwelling unit must provide living areas for eating, sleeping and full bathroom, including, sink, toilet shower/bath, separate from the principal dwelling unit.
- I. Fire, Building, and Health Codes: An IADU shall comply with all building construction and fire codes in effect at the time the IADU is constructed, created or subsequently remodeled, including the obtaining of required building and other permits.
- J. Utility Meters: A single-family dwelling with an accessory dwelling shall have one (1) meter for each water, gas, and electricity utility service, and each meter shall be in the property owner's name.
- K. Not Intended For Sale: Accessory dwelling units shall not be sold separately nor subdivided from the primary dwelling unit or lot.
- L. Accessory Dwelling Unit Registration / Business License: Any person owning an existing accessory dwelling unit that has not previously been permitted by the city, or any person constructing or causing the construction of a residence that has an accessory dwelling unit, or any person remodeling or causing the remodeling of a residence for an accessory dwelling unit, shall register the accessory dwelling unit with the Community Development Department. If the accessory dwelling unit is a rental unit a business license is also required. This shall be in addition

to a building permit for the work to be performed. In order to meet the requirements of the registration, the applicant shall:

- a. Submit a fee as identified in the Consolidated Fee Schedule with a completed registration form/application including a site plan that shows property lines and dimensions, the location of existing buildings and building entrances, dimensions from buildings or additions to property lines, the location of parking stalls, and utility meter.
 - b. Include detailed floor plans with labels on rooms indicating uses or proposed uses.
 - c. Pay building permit fees, if applicable, for the remodeling of an existing dwelling, in accordance with the established fees and charges.
 - d. Make all corrections identified as necessary to comply with building code requirements, as identified by the chief building official or his designee and provide photos of the life safety items required by building code, including carbon monoxide detectors, smoke detectors, and earthquake strapping on water heaters.
 - e. Failure To Complete and Obtain a Land Use Permit: If the property owner does not obtain a land use permit as outlined this chapter, the IADU shall not be considered legal or approved. Failure to obtain a land use permit for an existing dwelling unit within two (2) years of this section may result in a citation for a code violation as governed by Title 1-16. "Code Enforcement", of this Code.
 - f. Failure to complete registration of IADU: If the property owner does not complete the registration as outlined above, the accessory dwelling unit shall not be considered legal or approved. Failure to complete the registration of an existing accessory dwelling unit may result in a fine, which may result in a lien on the property. After the fine is assessed, the building official or his designee shall determine an appropriate deadline for compliance. An additional fine may be assessed for each deadline that is not met.
- M. Home Occupation Businesses: Home occupation businesses which may be approved in an accessory dwelling unit shall be restricted to a home office use which creates no customer traffic. No home occupation business shall be established within an accessory dwelling unit without the express written permission of the property owner, and approval from the City Business license official.
- N. Development Standards:
- a. Size: The total area of the IADU shall be fifty percent (50%) or less of the total square footage of the primary residence and be located within the footprint of the home.
 - b. Appearance: The architectural design, color pallet, and materials for an IADU shall be similar to the primary dwelling unit.
 - c. Location: IADUs shall meet the same setbacks as required for the primary residence in the zone.
 - i. IADUs and the primary dwelling must be on the same parcel and may not be subdivided.
 - ii. Accessory dwelling units may be allowed as long as the zoning requirements for properties in a single-family neighborhood are met. The IADU shall not be within the building front, rear, or side yard setbacks for the zoning district in which the dwelling lot is located. In addition, the following standards apply:
 - iii. Attached accessory dwelling units are allowed:
 1. Over an attached garage, provided the accessory unit does not otherwise disrupt required covered parking.
 2. Inside the primary residential dwelling through an internal conversion of the housing unit as an addition or in the basement.
 3. By an addition to the house, containing an internal connection between dwelling units provided that the addition will not alter the single-family character of the building.

- d. Building Entrances: An accessory dwelling unit shall have a separate entrance located on any side or rear of the single-family home or at the front of the home if it is below grade and maintains the characteristics of a single-family home. The purpose of this requirement is to preserve the single-family residential appearance of the building.
- e. Parking: A single-family dwelling with an accessory dwelling unit shall provide at least one (1) additional off-street parking space for the IADU. In no case shall the number of off-street parking spaces be less than the number of vehicles being maintained on the premises. This shall include covered parking, garages and tandem parking in driveways. Tandem parking within a driveway is allowed to meet the parking requirement. No parking spaces may be located within the front or side yard setbacks adjacent to a street, except for within an approved driveway. At a minimum, all parking areas and driveways shall be paved with concrete, asphalt, masonry, or concrete pavers. Permitted accessory parking standards must meet minimum parking requirements. No accessory dwelling may be allowed on any lot that cannot satisfy the parking requirements

CLEARFIELD CITY ORDINANCE 2021-14

AN ORDINANCE ENACTING CHAPTER 21 – INTERNAL ACCESSORY DWELLING UNITS IN TITLE 11 – LAND USE OF THE CLEARFIELD CITY CODE

PREAMBLE: This Ordinance enacts Chapter 21 – Internal Accessory Dwelling Units in Title 11 – Land Use in the Clearfield City Code.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment:

Title 11, Chapter 21 is hereby enacted to read as follows:

Chapter 21

INTERNAL ACCESSORY DWELLING UNITS

11-21-1: PURPOSE AND INTENT:

The Internal Accessory Dwelling Unit (IADU) ordinance is established to provide areas for the encouragement and promotion of an environment for family life by providing for the establishment of an accessory unit in conjunction with single-family detached dwellings on individual lots. This ordinance is hereby established to promote the use of accessory units; to provide flexibility for the changes in household size associated with life cycle; to offer financial security for home buyers; and to offer security against problems associated with frailty in old age. These provisions are also intended to provide for affordable housing with reasonable limitations to minimize the impact on neighboring properties and neighborhoods, and to promote the health, safety, and welfare of the property owners and residents of accessory dwelling units.

11-21-2: DEFINITION OF ACCESSORY DWELLING UNIT:

A subordinate dwelling, which has its own kitchen, living/sleeping area, and full bathroom, including, sink, toilet shower/bath which is within or attached to a single-family residential building.

11-21-3: OWNER OCCUPIED:

For the purpose of this section, the term "owner occupied" shall be defined as fulltime residency within the home by the bona fide property owner(s) as shown on the Davis County tax assessment rolls. No accessory dwelling units shall be created, established, or occupied in a single-family dwelling unless the owner of the property lives on the property within either the principal dwelling or accessory dwelling unit.

11-21-4: DWELLING UNIT OCCUPANCY:

The occupants of an accessory dwelling unit shall be limited by one of the following family

categories:

- A. One person living alone; or
- B. Two (2) related or unrelated adults and their children.
- C. Any of the above categories plus a temporary guest. A "temporary guest" is defined as a person who stays with a family for a period of less than thirty (30) days within any rolling one-year period and does not utilize the dwelling as a legal address for any purpose.

11-21-5: ZONES:

An accessory dwelling which meets ordinance requirements may be allowed in a single-family dwelling unit within all single-family zones on lots greater than 6,000 square feet. No accessory dwelling unit may be allowed in any multi-family dwelling or zone.

11-21-6: NUMBER OF ACCESSORY DWELLING UNITS:

A maximum of one accessory dwelling unit shall be allowed in each owner-occupied single-family dwelling.

11-21-7: ADDRESS:

The principal dwelling unit and the accessory dwelling unit shall have the same address number but shall refer to the accessory dwelling unit as unit B. Addresses must be located in a visible location on the street frontage side of the home.

11-21-8: SEPARATE LIVING AREAS:

An accessory dwelling unit must provide living areas for eating, sleeping and full bathroom, including, sink, toilet shower/bath, separate from the principal dwelling unit.

11-21-9: FIRE, BUILDING, AND HEALTH CODES:

An IADU shall comply with all building construction and fire codes in effect at the time the IADU is constructed, created or subsequently remodeled, including the obtaining of required building and other permits.

11-21-10: UTILITY METERS:

A single-family dwelling with an accessory dwelling shall have one (1) meter for each water, gas, and electricity utility service, and each meter shall be in the property owner's name.

11-21-11: NOT INTENDED FOR SALE:

Accessory dwelling units shall not be sold separately nor subdivided from the primary dwelling unit or lot.

11-21-12: ACCESSORY DWELLING UNIT REGISTRATION / BUSINESS LICENSE:

Any person owning an existing accessory dwelling unit that has not previously been permitted by the city, or any person constructing or causing the construction of a residence that has an accessory dwelling unit, or any person remodeling or causing the remodeling of a residence for an accessory dwelling unit, shall register the accessory dwelling unit with the Community

Development Department. If the accessory dwelling unit is a rental unit a business license is also required. This shall be in addition to a building permit for the work to be performed. In order to meet the requirements of the registration, the applicant shall:

- A. Submit a fee as identified in the Consolidated Fee Schedule with a completed registration form/application including a site plan that shows property lines and dimensions, the location of existing buildings and building entrances, dimensions from buildings or additions to property lines, the location of parking stalls, and utility meter.
- B. Include detailed floor plans with labels on rooms indicating uses or proposed uses.
- C. Pay building permit fees, if applicable, for the remodeling of an existing dwelling, in accordance with the established fees and charges.
- D. Make all corrections identified as necessary to comply with building code requirements, as identified by the chief building official or his designee and provide photos of the life safety items required by building code, including carbon monoxide detectors, smoke detectors, and earthquake strapping on water heaters.
- E. Failure To Complete and Obtain a Land Use Permit: If the property owner does not obtain a land use permit as outlined this chapter, the IADU shall not be considered legal or approved. Failure to obtain a land use permit for an existing dwelling unit within two (2) years of this section may result in a citation for a code violation as governed by Title 1-16. "Code Enforcement," of this Code.
- F. Failure to complete registration of IADU: If the property owner does not complete the registration as outlined above, the accessory dwelling unit shall not be considered legal or approved. Failure to complete the registration of an existing accessory dwelling unit may result in a fine, which may result in a lien on the property. After the fine is assessed, the building official or his designee shall determine an appropriate deadline for compliance. An additional fine may be assessed for each deadline that is not met.

11-21-13: HOME OCCUPATION BUSINESSES:

Home occupation businesses which may be approved in an accessory dwelling unit shall be restricted to a home office use which creates no customer traffic. No home occupation business shall be established within an accessory dwelling unit without the express written permission of the property owner, and approval from the City Business license official.

11-21-14: DEVELOPMENT STANDARDS:

- A. Size: The total area of the IADU shall be fifty percent (50%) or less of the total square footage of the primary residence and be located within the footprint of the home.
- B. Appearance: The architectural design, color pallet, and materials for an IADU shall be similar to the primary dwelling unit.
- C. Location: IADUs shall meet the same setbacks as required for the primary residence in the zone.
 - 1. IADUs and the primary dwelling must be on the same parcel and may not be subdivided.
 - 2. Accessory dwelling units may be allowed as long as the zoning requirements for properties in a single-family neighborhood are met. The IADU shall not be within the building front, rear, or side yard setbacks for the zoning district in which the dwelling lot is located. In addition, the following standards apply:
 - 3. Attached accessory dwelling units are allowed:
 - a. Over an attached garage, provided the accessory unit does not otherwise disrupt required covered parking.
 - b. Inside the primary residential dwelling through an internal conversion of the housing unit as an addition or in the basement.

- c. By an addition to the house, containing an internal connection between dwelling units provided that the addition will not alter the single-family character of the building.
- D. Building Entrances: An accessory dwelling unit shall have a separate entrance located on any side or rear of the single-family home or at the front of the home if it is below grade and maintains the characteristics of a single-family home. The purpose of this requirement is to preserve the single-family residential appearance of the building.
- E. Parking: A single-family dwelling with an accessory dwelling unit shall provide at least one (1) additional off-street parking space for the IADU. In no case shall the number of off-street parking spaces be less than the number of vehicles being maintained on the premises. This shall include covered parking, garages and tandem parking in driveways. Tandem parking within a driveway is allowed to meet the parking requirement. No parking spaces may be located within the front or side yard setbacks adjacent to a street, except for within an approved driveway. At a minimum, all parking areas and driveways shall be paved with concrete, asphalt, masonry, or concrete pavers. Permitted accessory parking standards must meet minimum parking requirements. No accessory dwelling may be allowed on any lot that cannot satisfy the parking requirements.

Section 2. Repealer: Any provision or ordinances that are in conflict with this ordinance are hereby repealed.

Section 3. Effective Date: These amendments shall become effective immediately upon passage and posting.

Passed and adopted by the Clearfield City Council this 28th day of September, 2021.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST:

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: JJ Allen, City Manager
MEETING DATE: September 28, 2021
SUBJECT: Monthly Reports to the City Council – hedgehog

RECOMMENDED ACTION

No action; discussion only.

DESCRIPTION / BACKGROUND

As staff, we are continually looking for opportunities to simplify so that we can focus on the things that matter most in creating a place where people want to be. It recently occurred to us that the task of preparing and submitting a monthly report to the City Council might be worth a close look through our “hedgehog” process, to see if it is worth keeping or not. However, as the Council is the primary audience for the monthly report, we felt it would be appropriate for that body to conduct the hedgehog analysis. To provide more context, attached is a background worksheet with more description about the monthly report preparation process / time implications.

HEDGEHOG ANALYSIS

To be determined via discussion at the September 28th work session.

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

Providing Quality Municipal Services

FISCAL IMPACT

See attached background worksheet.

ALTERNATIVES

Department heads could provide oral reports at the end of policy session.

SCHEDULE / TIME CONSTRAINTS

Direction on this topic is not urgent.

LIST OF ATTACHMENTS

- Hedgehog Evaluation Background Worksheet – Monthly Report to City Council



STAFF REPORT

TO: CDRA Board of Directors
FROM: Summer Palmer, Assistant City Manager and LYRB, Inc.
MEETING DATE: September 28, 2021
SUBJECT: 2021 Project Area Extension

RECOMMENDED ACTION

Approve Resolution 2021R-04 and authorize the Mayor's signature to any necessary documents.

DESCRIPTION / BACKGROUND

Senate Bill 6001 ("SB 6001") was sponsored by Senator Wayne Harper in the Senate and Representative Mike Winder in the House. SB 6001 was introduced and signed into law in 2021 with the expressed purpose of providing economic relief to local reinvestment agency project areas due to the negative impacts caused by the COVID-19 pandemic. SB 6001 allows a community reinvestment agency to extend the tax increment collection period for up to two years for project areas that can demonstrate negative economic and financial impact related to COVID-19.

In order to receive the relief provided by SB 6001, the project area plan must have been adopted on or before December 31, 2019. The reinvestment agency board must also adopt a resolution on or before December 31, 2021. The reinvestment agency must describe the conditions resulting from the COVID-19 pandemic and that the board has determined that the pandemic has created a delay in the implementation of the project area or resulted in a reduction in the amount of tax increment necessary to implement the project area plan.

Clearfield City requested a letter from Lifetime Products describing the complications caused by COVID-19 for the Lifetime Products CRA Project Area. The following information summarizes the evidence provided by the developer.

Lifetime Products CRA Project Area Impacts

Construction delays caused by the COVID-19 Emergency have moved the anticipated building completion from 2021 to 2022. Building construction was scheduled to begin in March 2020, however, the global pandemic stalled construction until July 2020. Additionally, pandemic associated lags in the supply chain and labor unavailability have disrupted progress, increased delays, and raised construction costs.

Lifetime Products Inc. is facing issues with steel and lumber, the highest material cost of their projects. An article written by CBRE on May 24, 2021, emphasizes that high demand and limited supply have led to dramatic increases in domestic steel and lumber prices this year. In early May of 2021, both



steel and lumber prices had more than tripled since late 2020. Since peaking, prices have dropped a bit but were still up almost 260% since last year. Other construction materials have experienced similar supply issues. Rising costs are causing developers to postpone projects or force them to increase their construction budgets.

HEDGEHOG ANALYSIS

Approval of this resolution does not impact City time or resources therefore no analysis was done.

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

This item corresponds directly to the policy priority of Improving Clearfield's Image, Livability, and Economy. The Agency plays an important role as a partner with developers in the project area. This extension would be of great benefit to the participating taxing entities, the developers involved in the project area, and the City's overall future economic growth.

FISCAL IMPACT

The delayed building completion will cause the warehouse to be recognized on the 2022 tax rolls rather than the 2021 tax rolls. The interlocal agreements required that the Project Area be triggered in fiscal year (FY) 2021. Due to this, the existing estimated Tax Increment revenues during the Project Area timeframe will be roughly \$207,000 lower than anticipated. An extension of time to collect Tax Increment revenues is needed to balance out the negative impacts of the delayed building completion and construction costs. The extension allowed by the proposed resolution will allow Lifetime Products Inc. to fulfill the objectives of the original Development Agreement they have with the Agency. With the opportunity to extend the life of the Project Area, the taxing entities and Lifetime Products Inc. will be able to recoup some of the desired revenues that were delayed and reduced due to the COVID-19 Emergency.

ALTERNATIVES

The Board does not need to extend the CRA plan and can forgo the collection of the roughly \$207,000 of tax increment over the years designated in the current plan.

SCHEDULE / TIME CONSTRAINTS

Agencies interested in extending their project area plans need to have a resolution in place prior to the end of calendar year 2021.

LIST OF ATTACHMENTS

- Resolution authorizing the extension of the Lifetime Products CRA due to the Covid-19 Emergency.

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

RESOLUTION NO. 2021R-04

A RESOLUTION AUTHORIZING THE EXTENSION OF COLLECTION OF TAX INCREMENT FOR TWO YEARS IN THE CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY'S LIFETIME PRODUCTS COMMUNITY REINVESTMENT PROJECT AREA DUE TO THE COVID-19 EMERGENCY.

WHEREAS, the Utah Legislature, in the Sixth 2020 Special Session, through Senate Bill 6001, amended the Utah Community Reinvestment Agency Act (the "**Act**"), specifically enacting Utah Code Annotated ("**UCA**") § 17C-1-416 ("**The COVID-19 Emergency Extension Bill**"); on August 31, 2020 which authorized Community Reinvestment Agencies such as the Clearfield City Community Development and Renewal Agency (the "**Agency**") to extend the collection of "**Tax Increment**" (as defined in UCA § 17C-1-403) under certain circumstances due to the COVID-19 Emergency;

WHEREAS, the Agency intends to extend the Project Area funds collection period of the Lifetime Products Community Reinvestment Project Area, for a period of two years.

WHEREAS, the COVID-19 Emergency Extension Bill was signed by the Governor of Utah and became law, effective August 31, 2020;

WHEREAS, the Agency in 2018, created the Lifetime Products Community Reinvestment Project Area ("**Project Area**"), and adopted a Project Area Plan ("**Plan**") and Project Area Budget ("**Budget**") for the Project Area;

WHEREAS, the COVID-19 Emergency Extension Bill specifically authorizes the Agency to extend the Project Area Funds Collection Period, including Tax Increment collections for a period of up to two years, if the Agency determines the conditions resulting from the COVID-19 Emergency will likely delay the Agency's implementation of the Plan described herein; or cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Agency expected the Agency would receive from the Project Area, respectively;

WHEREAS, the Agency has carefully considered the facts and information available to the Agency on whether the COVID-19 Emergency will likely delay the Agency's implementation of the Plan for the Project Area; or cause the Agency to receive an amount of Tax Increment from the Project Area that is less than the amount of Tax Increment the Agency expected it would receive from the Project Area; and

WHEREAS, the Agency Board, after carefully considering all the facts and information, including without limitation a memorandum prepared by Lewis Young Robertson & Burningham, Inc., an independent municipal advisory firm and consultant to the Agency, along with information known to the Board Members and provided by Agency staff, and information relayed from

property owners and developers within the Project Area, is prepared to make its determinations, findings and conclusions as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY AS FOLLOWS:

1. The Agency Board does hereby find and determine that the Project Area is an “impacted project area” as defined in UCA § 17C-1-416(1)(c), based on the facts that, among other things, (a) the Agency expects to receive Tax Increment from the Impacted Project Area, as provided under the applicable Plan and/or Budget for the Project Area, respectively (b) the Project Area is subject to a Project Area Funds Collection Period, (c) the Plan was adopted before December 31, 2019; and (d) the Agency has determined the conditions resulting from the COVID-19 Emergency will likely either delay the Agency’s implementation of the Plan or cause the Agency to receive an amount of Tax Increment from the respective Project Area that is less than the amount of Tax Increment the Agency expected it would receive from the Project Area.
2. Certain finding and determinations in Paragraph 1 above are supported by the following specific facts:
 - a. The adopted Budget, publicly available at Clearfield City offices, support the determination by the Agency under UCA § 17C-1-416(1)(c)(i) that the Agency expects to receive Tax Increment from the Project Area and the determination by the Agency Board under UCA § 17C-1-416(1)(c)(ii) that the Project Area is subject to a Project Area Funds Collection Period.
 - b. The adopted Plan, publicly available at Clearfield City offices, supports the determination by the Agency under UCA § 17C-1-416(1)(c)(iii) that the Plan was adopted in 2018, which was prior to December 31, 2019.
3. The following summary of conditions resulting from the COVID-19 Emergency will likely either delay the Agency’s implementation of the Plan or cause the Agency to receive an amount of Tax Increment from the respective Project Area that is less than the amount of Tax Increment the Agency expected it would receive from the Project Area:

Construction delays caused by the COVID-19 Emergency have moved the anticipated building completion from 2021 to 2022. Building construction was scheduled to begin in March 2020, however, the global pandemic stalled construction until July 2020. Additionally, pandemic associated lags in the supply chain and labor unavailability have disrupted progress, increased delays, and raised construction costs.

Lifetime Products Inc. are facing issues with steel and lumber, the highest material cost of their projects. An article written by CBRE on May 24, 2021, emphasizes that high demand and limited supply have led to dramatic increases in domestic steel and lumber prices this year. In early May of 2021, both steel and lumber prices had more than tripled since late 2020. Since peaking, prices have dropped a bit but were still up almost 260% since last year. Other

construction materials have experienced similar supply issues. Rising costs are causing developers to postpone projects or force them to increase their construction budgets.

The delayed building completion will cause the warehouse to be recognized on the 2022 tax rolls rather than the 2021 tax rolls. The interlocal agreements required that the Project Area be triggered in fiscal year (FY) 2021. Due to this, the existing estimated Tax Increment revenues during the Project Area timeframe will be roughly \$207,000 lower than anticipated. An extension of time to collect Tax Increment revenues is needed to balance out the negative impacts of the delayed building completion and construction costs. The extension allowed by the proposed resolution will allow Lifetime Products Inc. to fulfill the objectives of the original Development Agreement they have with the Agency. With the opportunity to extend the life of the Project Area, the taxing entities, and Lifetime Products Inc. will be able to recoup some of the desired revenues that were delayed and reduced due to the COVID-19 Emergency. The letter from Lifetime Products Inc. is provided as **Exhibit 1**.

4. The date on which the extension period, as extended by this resolution, will end for the Lifetime Products Community Reinvestment Project Area is now tax year (TY) December 31, 2037.
5. Agency staff is hereby authorized and directed to mail or electronically submit a copy of this Resolution after adoption to:
 - a. the Utah State Tax Commission;
 - b. the Utah State Board of Education;
 - c. the Utah State Auditor;
 - d. the Davis County Auditor; and
 - e. each taxing entity affected by the Agency's collection of Tax Increment from the Project Area.
6. Agency staff are hereby authorized to take all other actions necessary to carry out the purposes of this Resolution.
7. This Resolution is effective upon adoption.

PASSED AND ADOPTED by the governing board of the Redevelopment Agency of Clearfield City this _____ day of _____, 2021.

_____, Chair

Attest:

_____, Secretary

EXHIBIT 1: LETTER FROM LIFETIME PRODUCTS

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. POLICY SESSION
September 14, 2021

City Building
55 South State Street
Clearfield City, Utah

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Kent Bush	Councilmember
	Nike Peterson	Councilmember
	Tim Roper	Councilmember
	Karece Thompson	Councilmember
EXCUSED:	Vern Phipps	Councilmember
STAFF PRESENT:	JJ Allen	City Manager
	Summer Palmer	Assistant City Manager
	Stuart Williams	City Attorney
	Kelly Bennett	Police Chief
	Adam Favero	Public Works Director
	Braden Felix	City Engineer/PW Deputy Director
	Eric Howes	Community Services Director
	Spencer Brimley	Community Development Director
	Rich Knapp	Finance Manager
	Kelli Bybee	Communications Assistant
	Nancy Dean	City Recorder

VISITORS: Stephen Geukgeuzian, Amy Roskelley – Destination Homes, Brent Neal – Holiday Oil, Mike Bastian – Castle Creek Homes

Mayor Shepherd called the meeting to order at 7:02 p.m.

Mayor Shepherd informed the audience that if they would like to comment during the Public Hearing or Open Comment Period there were forms to fill out by the door.

Councilmember Bush led the opening ceremonies.

APPROVAL OF THE MINUTES FROM THE OCTOBER 27, 2020 WORK SESSION;
JANUARY 29, 2021 WORK SESSION; FEBRUARY 9, 2021 WORK SESSION; FEBRUARY
23, 2021 WORK SESSION; MARCH 16, 2021 WORK SESSION; JULY 27, 2021 POLICY
SESSION; AUGUST 10, 2021 POLICY SESSION; AND THE AUGUST 31, 2021 WORK
SESSION

Councilmember Peterson moved to approve the minutes from the October 27, 2020 work session; January 29, 2021 work session; February 9, 2021 work session; February 23, 2021

work session; March 16, 2021, work session; July 27, 2021 policy session; August 10, 2021 policy session; and the August 31, 2021 work session; as written, seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper and Thompson. Voting NO – None.
Councilmember Phipps was not present for the vote.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A PROPOSED
DEVELOPMENT AGREEMENT WITH DISCOVERY DEVELOPMENT LLC FOR THE
WILCOX FARMS 101-LOT SINGLE-FAMILY HOME DEVELOPMENT LOCATED AT
APPROXIMATELY 1550 SOUTH 1000 WEST

Spencer Brimley, Community Development Director, stated the City Council granted approval to the developer to change the General Plan designation to Residential and rezone the properties to R-3 (Residential). He noted the purpose of the request was to develop a 101-lot single family home development at approximately 1550 South 1000 West. He explained the rezone was conditioned upon the developer entering into a development agreement with the City. Mr. Brimley reported the development agreement included elements for timing of permits for the homes, design and construction materials of the homes, open space design, and other essential binding elements for both parties. He reviewed the concept plan, standards which were proposed for the project, and the exhibits of the development agreement. He noted the development was proposed as a two-phase project.

Mr. Brimley indicated the development agreement would need some minor changes because John Warnick was no longer with Destination Homes, so those references to him in the document would be updated with Amy Roskelley as the contact for the project. He acknowledged the Planning Commission heard the item at its meeting on September 1, 2021, and recommended its approval as written with three conditions that were included in the staff report.

Councilmember Bush asked if there were other amenities beside the pickleball courts. Mr. Brimley answered there would be a picnic area and bowery plus a playground. He added the developer was available if more information was needed.

Councilmember Bush questioned if there were easements in place so the City could have access to the utilities for maintenance since there was a private street in the development. Mr. Brimley responded an easement would need to be in place because he did not recall that access for utilities was addressed in the development agreement.

Mayor Shepherd opened the public hearing at 7:13 p.m.

Amy Roskelley, Destination Homes, stated the concept plan was included with the development agreement; however, the developer would like to move the playground to another one of the open space areas that would be more visible and central to the project rather than its current location in the corner. She asked if there were any additional questions related to the amenities she could answer. There were no questions expressed by the Council.

There were no other public comments.

Councilmember Thompson moved to close the public hearing at 7:16 p.m. seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper and Thompson. Voting NO – None.

Councilmember Phipps was not present for the vote.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A PROPOSED DEVELOPMENT AGREEMENT WITH ANTELOPE PARK REAL PROPERTY LLC FOR THE PROPOSED MIXED-USE DEVELOPMENT LOCATED AT APPROXIMATELY 1608 SOUTH 1000 EAST

Spencer Brimley, Community Development Director, stated the developer had requested the item be tabled until September 28, 2021.

Mayor Shepherd asked if there were any public comments. There were no public comments.

Councilmember Thompson moved to table the public hearing until Tuesday, September 28, 2021 at 7:00 p.m. seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper and Thompson. Voting NO – None. Councilmember Phipps was not present for the vote.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE REZONE REQUEST FOR PROPERTIES LOCATED AT APPROXIMATELY 951 WEST 300 NORTH (TINS: 12-019-0131, 12-019-0133, AND 12-019-0134) FROM A-1 (AGRICULTURAL) TO R-1-6 (RESIDENTIAL)

Spencer Brimley, Community Development Director, stated the applicant was requesting to rezone the properties located at 951 West 300 North from A-1 (Agricultural) to R-1-6 (Residential) to develop the properties as a single-family subdivision. He explained the proposal included maintaining the original home on the northeastern corner of the property. He indicated the proposed zoning map amendment was consistent with the land use guidelines, goals, and objectives of the City's General Plan. He noted the Planning Commission reviewed the request on September 1, 2021 and recommended its approval.

Mayor Shepherd assumed during site plan process the property on 300 North would be dedicated to the City to clean up property lines that currently went into the middle of 300 North. Mr. Brimley responded the property lines would be addressed during the subdivision plat process, so those issues were resolved.

Mayor Shepherd opened the public hearing at 7:20 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

Councilmember Roper moved to close the public hearing at 7:21 p.m. seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE –

Councilmembers Bush, Peterson, Roper and Thompson. Voting NO – None.

Councilmember Phipps was not present for the vote.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE REZONE REQUEST FOR PROPERTIES LOCATED AT APPROXIMATELY 526 SOUTH 1000 EAST (TIN: 12-004-0153) AND BICENTENNIAL PARK (TIN: 12-004-0145) FROM R-1-8 (RESIDENTIAL) TO P-F (PUBLIC FACILITIES)

Spencer Brimley, Community Development Director, stated the City was requesting to rezone two parcels from R-1-8 (Residential) to P-F (Public Facilities). He indicated the two properties under consideration included the existing Davis County Library site at 526 South 1000 East and Bicentennial Park for a total of 5.9 acres. He noted the library property was obtained through a land swap between the City and County for the purpose of constructing a new Davis County Library in the downtown core, near City Hall. Mr. Brimley acknowledged the Planning Commission reviewed the request on September 1, 2021 and recommended its approval.

Mayor Shepherd opened the public hearing at 7:23 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

Councilmember Peterson stated the Reese family that lived on 500 North had reached out to her for general information and wanted to better understand what the rezone would entail.

Councilmember Bush moved to close the public hearing at 7:24 p.m. seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper and Thompson. Voting NO – None.

Councilmember Phipps was not present for the vote.

OPEN COMMENT PERIOD

Stephen Geukgeuzian, resident, expressed his opinion the City's code enforcement or compliance office was not doing its job. He had brought some complaints forward which were not being resolved. He feared reactionary enforcement was not helping and the neighborhood was becoming blighted. He explained his understanding that codes regarding parking on the street were being enforced by the police; while other issues on the properties were addressed by the code compliance officers. He wondered if his understanding was correct that violations of parking on the street were enforced by the Police Department. He noted many of his neighbors had similar concerns as his but were afraid to speak up.

JJ Allen, City Manager, responded parking on the street was enforced by the police and code enforcement handled parking issues on private property.

Mr. Geukgeuzian expressed his worry that code violations were not being addressed. He indicated it appeared to him there was no difference in the outcome once violations were

reported and the code compliance officer had not annotated the concerns that he reported. He wished code issues would be taken care of in the community.

APPROVAL OF A PROPOSED DEVELOPMENT AGREEMENT WITH DISCOVERY DEVELOPMENT LLC FOR THE WILCOX FARMS 101-LOT SINGLE-FAMILY HOME DEVELOPMENT LOCATED AT APPROXIMATELY 1550 SOUTH 1000 WEST

Councilmember Roper moved to approve the Development Agreement with Discovery Development LLC for the Wilcox Farms 101-lot single-family home development located at approximately 1550 South 1000 West and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Thompson. Voting NO – None. Councilmember Phipps was not present for the vote.

CONSIDERATION OF A PROPOSED DEVELOPMENT AGREEMENT WITH ANTELOPE PARK REAL PROPERTY LLC FOR THE PROPOSED MIXED-USE DEVELOPMENT LOCATED AT APPROXIMATELY 1608 SOUTH 1000 EAST – **TABLED**

Councilmember Thompson moved to table consideration of the Development Agreement with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East until September 28, 2021 at 7:00 p.m., seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Thompson. Voting NO – None. Councilmember Phipps was not present for the vote.

APPROVAL OF ORDINANCE 2021-12 REZONING THE PROPERTY LOCATED AT APPROXIMATELY 951 WEST 300 NORTH (TINS: 12-019-0131, 12-019-0133, AND 12-019-0134) FROM A-1 (AGRICULTURAL) TO R-1-6 (RESIDENTIAL)

Councilmember Peterson commented she was supportive of the rezone because it was consistent with the vision and goals of the Council and the General Plan for the R-1-6 zone which was the preferred infill residential type. She noted the early conceptual plan left a lot of questions that would need to be vetted during the site plan process. She expressed her excitement for the Planning Commission to work through the site plan and resolve any issues.

Councilmember Bush stated it was good to have the project come back as a single-family development rather than multi-family development. He expressed his opinion it was important that the Council continue to be consistent on where multi-family development was allowed.

Councilmember Bush moved to approve Ordinance 2021-12 rezoning the property located at approximately 951 West 300 North from A-1 (Agricultural) to R-1-6 (Residential) and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Thompson. Voting NO – None. Councilmember Phipps was not present for the vote.

APPROVAL OF ORDINANCE 2021-13 REZONING THE PROPERTY LOCATED AT APPROXIMATELY 526 SOUTH 1000 EAST (TIN: 12-004-0153) AND BICENTENNIAL PARK (TIN: 12-004-0145) FROM R-1-8 (RESIDENTIAL) TO P-F (PUBLIC FACILITIES)

Councilmember Peterson moved to approve Ordinance 2021-13 rezoning the property located at approximately 526 South 1000 East and Bicentennial Park from R-1-8 (Residential) to P-F (Public Facilities) and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Thompson. Voting NO – None. Councilmember Phipps was not present for the vote.

APPROVAL OF THE FINAL SUBDIVISION PLAT FOR THE WILCOX FARMS SUBDIVISION PHASE 1 LOCATED AT APPROXIMATELY 1550 SOUTH 1000 WEST (TIN: 12-391-0015, 12-391-0012, 12-391-0011, 12-065-0005, 12-065-0096, AND 12-065-0104)

Spencer Brimley, Community Development Director, stated the applicant, Destination Homes, was proposing to develop a small-lot single-family home subdivision. He indicated the proposed phase one of the subdivision included 52 of the 101 lots, dedication of two public streets, and open space area for storm water detention, and private streets or alleys for vehicular access to the residential lots. He noted the Planning Commission reviewed the plat at its meeting on August 18, 2021, and recommended its approval based on seven conditions.

Councilmember Bush commented the streets included in the plat with the staff report had not been changed and would need to be corrected. He commented it would not be able to be recorded with two streets named 1000 West. Mr. Brimley responded it would be corrected before it was recorded.

Councilmember Bush pointed out that the home on the north side of 1000 West had a house number of 1513 and the roads should be consistently marked so the street within the development should probably be corrected to 1515 South. Mr. Brimley acknowledged the street numbering would be fixed before the project was recorded.

Councilmember Thompson moved to approve the Final Subdivision Plat for the Wilcox Farms Subdivision Phase 1 located at approximately 1550 South 1000 West with the seven conditions recommended by the Planning Commission, and fixing the street numbers as discussed, and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Thompson. Voting NO – None. Councilmember Phipps was not present for the vote.

APPROVAL OF THE FINAL SUBDIVISION PLAT FOR THE CLEARFIELD PARK AT ANTELOPE SUBDIVISION LOCATED AT APPROXIMATELY 1608 SOUTH 1000 EAST (TIN: 12-066-0098, 12-066-0097, AND 12-066-0096)

Spencer Brimley, Community Development Director, stated the applicant, US Development, was proposing to consolidate the existing parcels of land and create two separate lots: one for

townhomes and one for the development of a Holiday Oil gas station and convenience store located at approximately 1608 South 1000 East. He explained the property was approved for a rezone from A-1 to R-3 pending a development agreement and from A-1 to C-2 for the corner piece. Mr. Brimley indicated the C-2 portion of the plat was not contingent on the Development Agreement for its design standards. He noted the developer had requested the Development Agreement be tabled until September 28, 2021. He explained the plat would allow the developer to separate the corner piece so Holiday Oil could continue its development of the C-store. He reviewed the plat along with its accesses and easements which allowed the City access to its storm water basin for continued maintenance. Mr. Brimley acknowledged the Planning Commission reviewed the plat at its meeting on August 18, 2021, and recommended its approval based on two conditions.

Councilmember Roper moved to approve the Final Subdivision Plat for the Clearfield Park at Antelope Subdivision located at approximately 1608 South 1000 East with the two conditions recommended by the Planning Commission and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Thompson. Voting NO – None. Councilmember Phipps was not present for the vote.

APPROVAL OF RESOLUTION 2021R-18 AUTHORIZING THE INTERLOCAL COOPERATION PROJECT REIMBURSEMENT AGREEMENT BETWEEN DAVIS COUNTY AND CLEARFIELD CITY REGARDING THE 500 WEST EXTENSION

Braden Felix, City Engineer/Public Works Deputy Director, stated the City applied for transportation project funding from Davis County's 2020 3rd Quarter transportation sales tax revenue. He noted the County approved the request and awarded the City two million dollars on October 27, 2020. He indicated the City would be partially reimbursed for costs associated with the 500 West Extension project in a manner consistent with the terms and provisions of the agreement.

Councilmember Peterson moved to approve Resolution 2021R-18 authorizing the Interlocal Cooperation Project Reimbursement Agreement between Davis County and Clearfield City regarding the 500 West Extension and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Thompson. Voting NO – None. Councilmember Phipps was not present for the vote.

APPROVAL OF RESOLUTION 2021R-19 AUTHORIZING THE INTERLOCAL COOPERATION PROJECT REIMBURSEMENT AGREEMENT BETWEEN DAVIS COUNTY AND CLEARFIELD CITY REGARDING THE CLEARFIELD STATION RIGHT OF WAY ACQUISITION

Braden Felix, City Engineer/Public Works Deputy Director, stated the City applied for transportation project funding from Davis County's 2020 3rd Quarter transportation sales tax revenue. He indicated the County approved the request and the City was awarded 1.5 million dollars on October 27, 2020. He explained the City would be partially reimbursed for costs

associated with the Clearfield Station right of way acquisition project in a manner consistent with the terms and provisions of the agreement.

Councilmember Thompson moved to approve Resolution 2021R-19 authorizing the Interlocal Cooperation Project Reimbursement Agreement between Davis County and Clearfield City regarding the Clearfield Station right of way acquisition and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Thompson. Voting NO – None. Councilmember Phipps was not present for the vote.

UPDATE ON THE FISCAL YEAR 2021 YEAR END FINANCIAL STATUS

Rich Knapp, Financial Manager, reviewed the year-end revenues and expenditures for fiscal year 2021. He acknowledged the numbers were in draft form because there could be a few additional changes before the audit and year-end report was completed. He indicated the FY21 budget had projected the City to spend down \$1,772,601 of its reserves, but the draft actuals showed an increase of about \$900,000 in reserves. He pointed out that the available cash or unrestricted fund balance was about 42 percent of the City's revenues which was three million dollars higher than the 30 percent allowed by the State.

Mr. Knapp reviewed the revenues, operating expenses, and money spent on capital projects for the utility funds. He reported the utility funds were something staff was watching carefully. He indicated the water fund had more money come in and spent less than budgeted leaving \$735,273 as the net operating total for FY21. He explained the sewer fund was similar with more money in and less spent than budgeted for a net operating total of \$672,553. He noted the net operating total for the storm water fund was similar coming in better than budgeted at about \$539,000. He commented there would be more discussions later in the fall once the study for impact fees was completed to determine future actions.

Mr. Knapp reviewed the variance and historical revenues of the General Funds for the following categories: taxes, licenses and permits, intergovernmental, charges for services, fines and forfeitures, miscellaneous, and other sources.

Mayor Shepherd asked if sales tax for online shopping was tracked by zip code. Mr. Knapp answered it was more specific than that. Mayor Shepherd wondered if the sales tax revenues were going to Clearfield when groceries were ordered from Walmart online and delivered to Clearfield. Mr. Knapp was uncertain and stated he would check and report back. JJ Allen, City Manager, commented there was a movement at the Legislature to do away with the 50/50 sales tax disbursement formula which could impact the cities in some fashion.

Mr. Knapp highlighted the following key revenues:

- Sales Tax - over budget, \$868,000 higher than last year
- Energy Tax projection - under budget, \$210,000 lower than last year
- Building permits – over budget, \$470,000 higher than last year
- Excavation Permits – over budget, \$131,000 higher than last year due to fiber install

- Plan Check Fees – over budget, \$183,000 higher than last year
- Clearfield Aquatic and Fitness Center (CAFC) – right on budget, \$357,000 higher than last year actual
- Recreation – under budget, \$131,000 lower than last year
- Fine/Forfeitures – under budget, \$84,000 lower than last year
- Fee/Costs/Contempt – under budget, \$93,000 lower than last year
- Community Service Rentals – under budget, \$31,000 lower than last year

Mr. Knapp reviewed the State Investment Fund Return and other investments. He explained the draft expenditures were close to the percent budgeted for personnel, materials and services, debt service, and transfers. He acknowledged the capital projects budgeted were not all completed; therefore, capital outlay was not all spent as planned.

Mr. Knapp highlighted the following key expenditures:

- Parks and Open Space personnel - \$175,000 under budget
- Travel and training - \$132,000 under budget
- Public Works overtime – only 25 percent of the budget was spent because there was less snow and less water leaks.

Mr. Knapp reviewed programs or services with direct revenues such as Dispatch, CAFC, and Recreation to show percent of general revenue supported. He reported on the economy statistics for state and national averages. He explained the lack of labor supply was slowing growth, but consumer demand was suffering from the coronavirus delta variant and the national unemployment rate dropped to 5.2 percent. He noted there had been a debate whether or not inflation was transitory, but no one was sure if it would stick.

Mr. Knapp reviewed Utah labor market trends. He noted the housing prices in Utah increased 26.8 percent since June of 2020. He highlighted historical point of sales data for Clearfield by quarter. He indicated point of sales numbers were up over 15 percent from the prior year. He explained there were theories for the increased amounts of point of sales which could be related to inflation, stimulus spending, or better accounting of sales tax dollars by the State. Mr. Knapp expressed being nervous about using current sales tax data to project future spending habits until the variables were more reliable. He reviewed the portion of sales local versus the State and its growth. Mr. Allen pointed out that the City benefited from the State pool of sales tax dollars.

Mr. Knapp continued his review of historic sales tax revenue. He noted there was unprecedented sales tax revenue growth. There was a discussion on the volatility of the sales tax revenue numbers and how the City strived to budget conservatively. Mr. Knapp reviewed the Clearfield point of sales totals by industry. He noted the year-end totals would be finalized with the audit process and available in December.

COMMUNICATION ITEMS

Mayor Shepherd

1. Reported Kent's Thriftway was closing its doors on September 25, 2021. He met with the new property owners who were excited to come to Clearfield and open Rancho Market. He explained

the owners wanted it to look quality so they would be replacing all the floors to wood, painting, and other updates. He noted Rancho Market would pride itself in its perishables and provide fresh quality meats and produce. He explained the store would be closed for renovations for about three months.

2. Attended the Kiwanis golf tournament on September 9, 2021.
3. Attended the Military Installation Development Authority (MIDA) meeting last week and was informed Jack in the Box was coming to the Falcon Hill area of Clearfield.

Councilmember Bush

1. Reported the Kiwanis golf tournament held on September 9, 2021 was successful.
2. Attended the Weber Basin Water Tour on September 7, 2021. He commented it was interesting but there was very little water. He explained much rain was needed by next year along with the snowfall.
3. Attended the Davis Chamber of Commerce Business Awards Banquet on September 10, 2021.
4. Announced the Sewer District's pipeline project started last week and should be completed by 2023.

Councilmember Peterson

1. Thanked staff for assistance with technology so meetings could be attended remotely.
2. Acknowledged the recent 20th anniversary of 9/11. Expressed appreciation to those who serve in the community.

Councilmember Roper

1. Thanked the City for supporting the Chamber of Commerce event where Legacy Roofing was recognized.
2. Reported attending the Bond Rating Meeting for the North Davis Fire District (NDFD). He expressed his opinion based on the meeting the NDFD should receive a good rating.

Councilmember Thompson

1. Thanked the Council on behalf of his wife for the condolences received over the past couple of weeks.

STAFF REPORTS

JJ Allen, City Manager

1. Announced the Third Quarter All-Employee Meeting for staff would be September 15, 2021.
2. Explained the monthly report had been delayed but should be out by the end of the week.

Nancy Dean, City Recorder –reviewed the Council's schedule:

- No meeting on September 21, 2021
- Work and Policy Session on September 28, 2021

There being no further business to come before the Council, **Councilmember Thompson moved to adjourn at 8:24 p.m., seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmember Bush, Peterson, Roper, and Thompson. Voting NO – None.** Councilmember Phipps was not present for the vote.



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Spencer W. Brimley, Community Development Director

MEETING DATE: Tuesday, September 28th, 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.

RECOMMENDED ACTION

After careful consideration of the information presented, the Council moves to:

1. **Approve** the Development Agreement DRAFT A with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East and authorize the Mayor's signature to any necessary documents.
2. **Approve** the Development Agreement DRAFT B with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East and authorize the Mayor's signature to any necessary documents.
3. **Approve** the Development Agreement DRAFT A with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East and remove all references and exhibits related to the construction of a City Park and replace with language requiring specific project amenities and fencing, as presented by Staff, and authorize the Mayor's signature to any necessary documents.
4. **Deny** the Development Agreement (all drafted versions) with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East.
5. **Table** consideration of the Development Agreement with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East.

PLANNING COMMISSION RECOMMENDATION

During the Planning Commission meeting on Wednesday September 1, 2021, the Clearfield City **Planning Commission recommended approval** of DRAFT B of the proposed development agreement for the **Clearfield Park at Antelope**. This recommendation is based on the discussion of the Commission during their meeting on September 1, 2021 and was passed with a **5-3 vote**. DRAFT B of the proposed Development Agreement includes language that would permit the City



to cease maintaining or continuing with the use of the storm water basin as a park only after a public hearing with City Council.

DESCRIPTION / 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 E., 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.

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- **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: grass, irrigation, trees, and path improvements, but developer would not 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.

- **September 1, 2021:**

Clearfield City Planning commission met during their regularly scheduled meeting to discuss and act on this proposed DA. The commission discussion showed support for park to be developed, but that it should be done consistent with City plans for construction. The commission enjoyed the idea of a park but expressed concerns that the park filled a need in the current park system for the city. Concerns were expressed about the current slopes of the basin and whether they would be able to be maintained. There were also concerns about lack of adequate facilities, conflicts with this as a regional storm basin and staffing resources to maintain the park in the manner desired by the city and safety. Additionally, concerns from some commissioners that this has never been anticipated as a park, and that this issue should be resolved before a park of any kind is considered.

Following the Planning Commission meeting staff met with Public Works and Community Services to discuss concerns expressed during the September 1st meeting. Although this issue has been discussed with the Council previously staff felt these issues required greater explanation and understanding prior to preceding with any development of a park in the existing storm water detention pond.

ANALYSIS

September 2, 2021:



Planning, Public Works, and Community Service were able to meet about the issues expressed by the Commission. The following are the important points from the meeting that staff believed should be included as a part of the discussion.

- This basin is not included in any Capital plans for the City.
- There are no plans to change this basin to a park or anything other than a basin for the collection of storm water.
- Per the Clearfield Capital Facilities plan a park that is approx. 3.74-acre would require a \$1 million capital investment (full build out with amenities)
 - **Developer Investment - \$373,000**
 - **City Portion - \$627,000**
 - **Potential Park impact fee collected through permits - \$132,000**
 - **Balance if 100% of Park impact fees applied for park - \$495,000**
- Maintenance (staff resource):
 - 1 FT, 1 PT and 1 – SPT (Driven by staff resource/availability)
- Watering season:
 - 4 million gallons for the season
- The ability to follow through with and maintain \$30,000 annual developer contribution for maintenance
- Rehab costs for park remediation are not covered in developer \$30,000 contribution, nor is staff sure the costs.

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. Staff has included both DRAFTs of the DA as attachments to this report to allow for discussion with the Council. 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.

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- 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 approximate 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.

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- 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.

PUBLIC COMMENT

To date, staff has not received any comments or questions regarding this project or the associated subdivision.

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.

**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: _____

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;

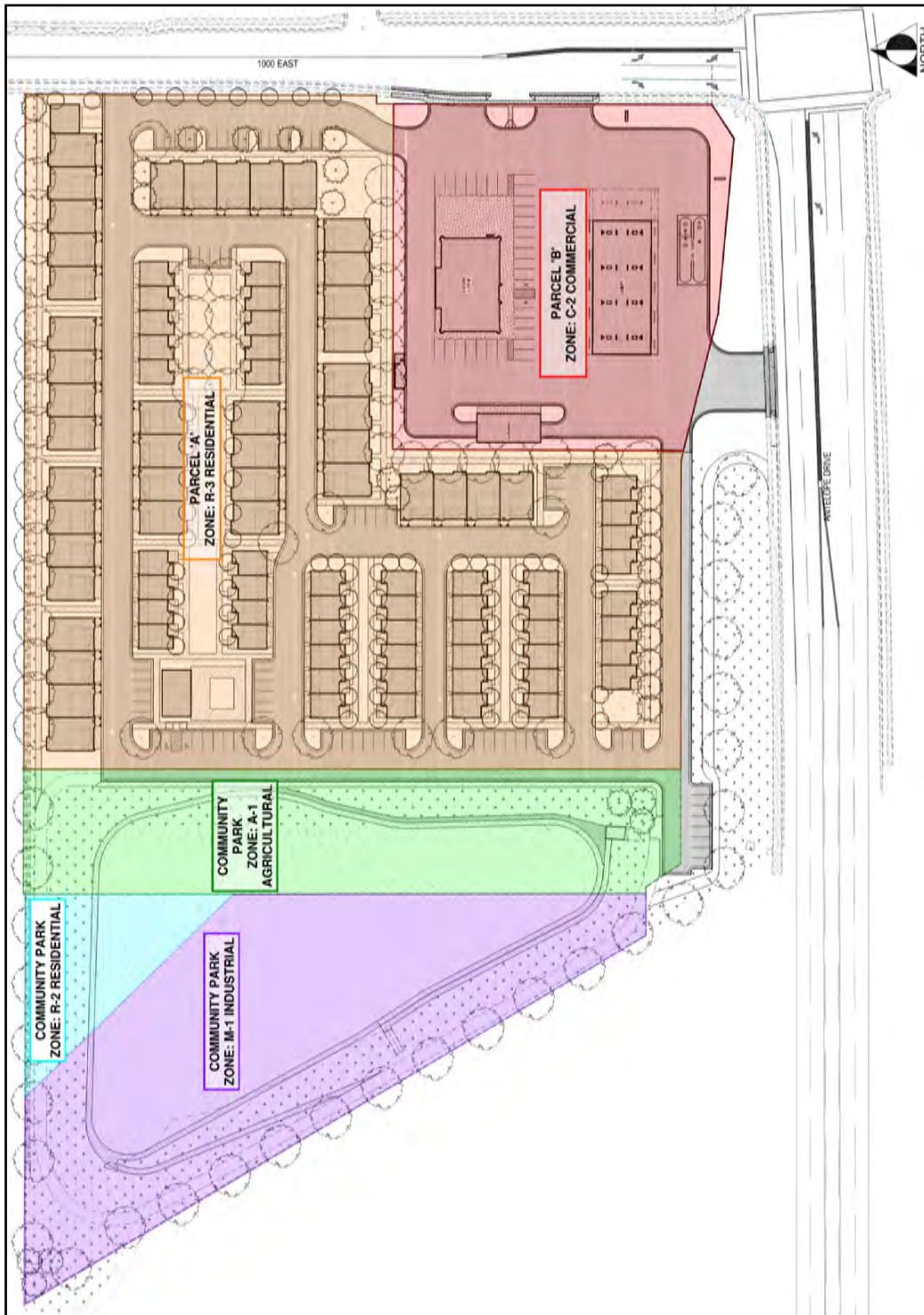
Thence North 00°01'16" West 563.93 feet to the southerly line of Oakstone Apartments; thence South 89°52'14" East 578.84 feet along said southerly line to the westerly right of way of 1000 East Street; thence along the westlery line of 1000 East Street the following three (3) courses and distances:

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



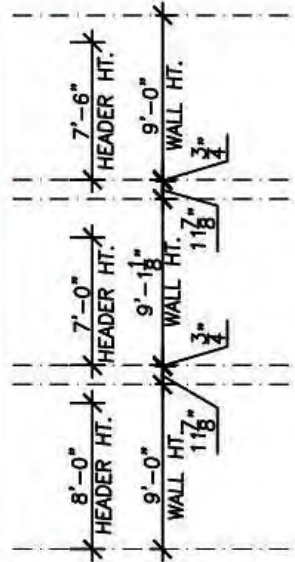
This detailed site plan illustrates the proposed development at 1000 East Street. The plan features a large residential complex with numerous units, each individually numbered. Key areas include a central parking lot, a designated 'LIVE WORK UNITS' section, and a 'TOTAL PARKING AREA'. The site is bordered by 1000 East Street to the north and Antelope Drive to the east. A 'CLEANFIELD CITY DETENTION BASIN' is located to the south of the main building. The plan also shows various setbacks, easements, and utility lines. A north arrow is present in the lower right corner, and the plan is dated 'MAY 15, 2013'.

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

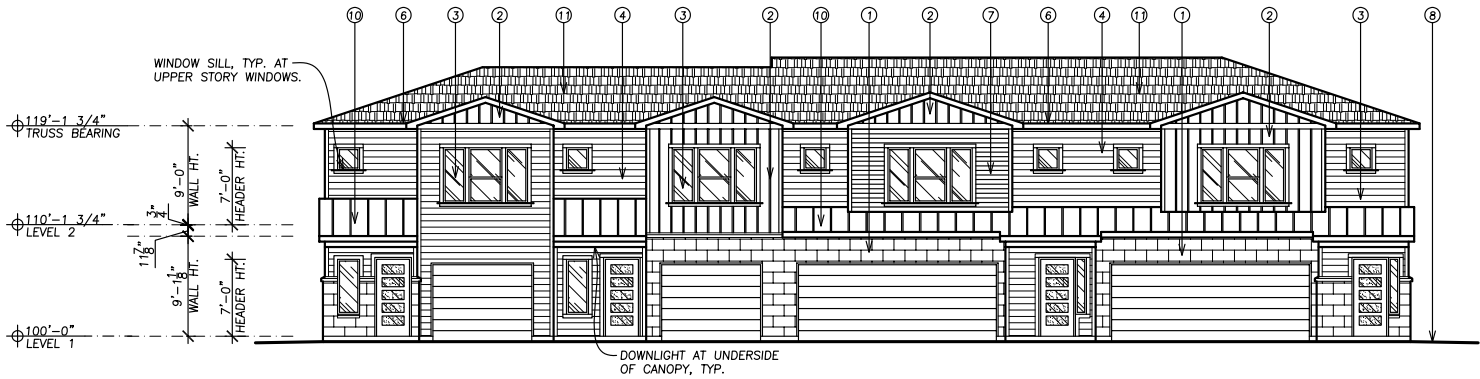
Live-Work Units Materials:

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

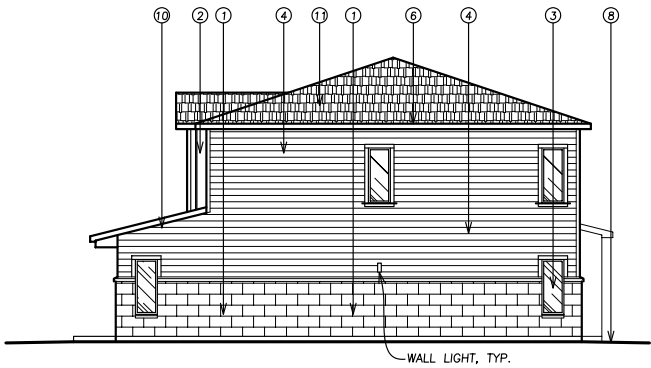
LEGEND

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.



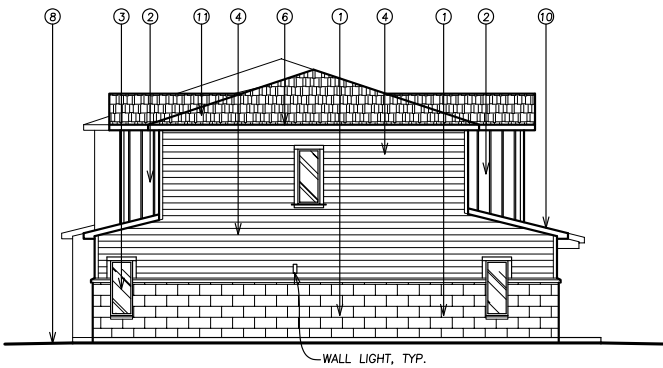
A FRONT ELEVATION
A-201.2 SCALE : 1/8" = 1'-0"



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

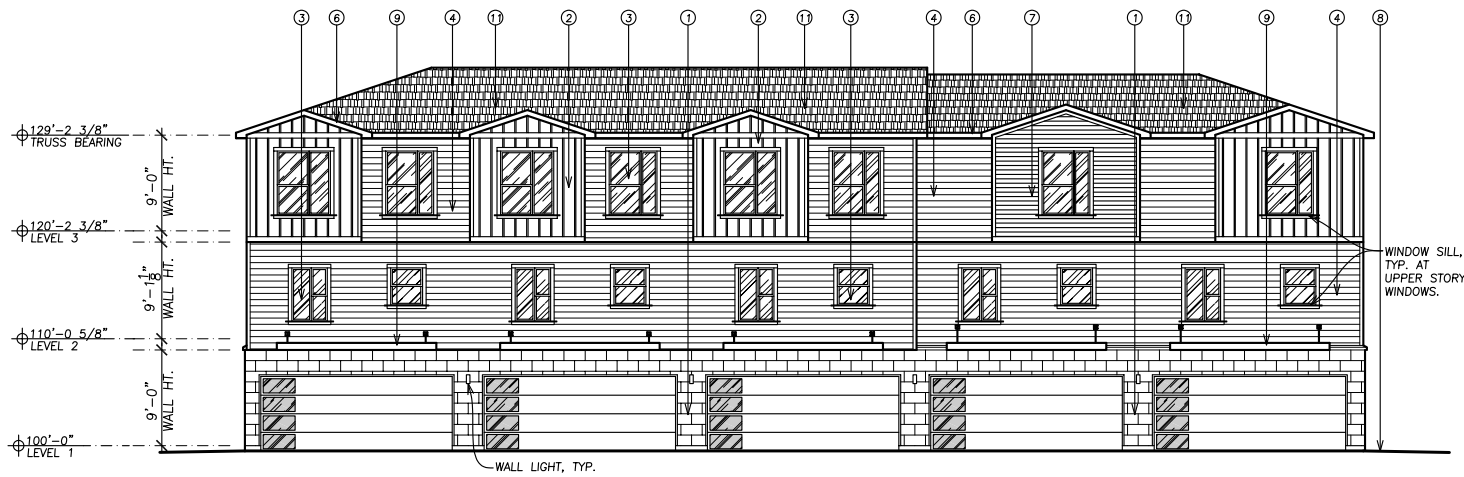
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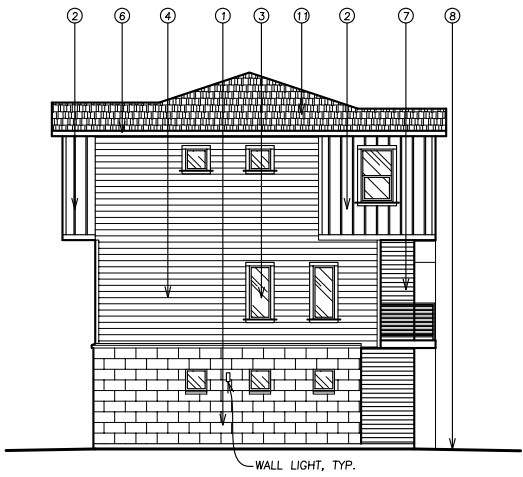
NOTE: ALL ROOF PENETRATIONS TO BE PAINTED BLACK.



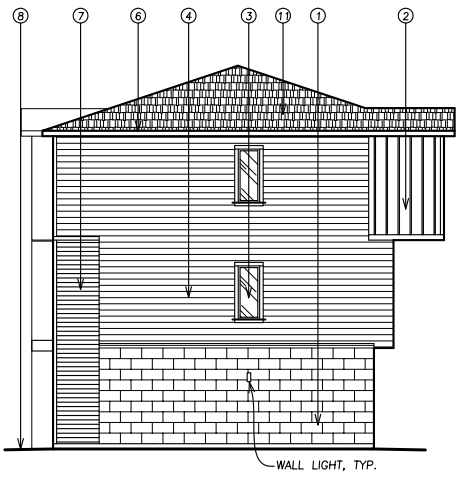
A FRONT ELEVATION
A-201.4 SCALE : 1/8" = 1'-0"



B REAR ELEVATION
A-201.4 SCALE : 1/8" = 1'-0"



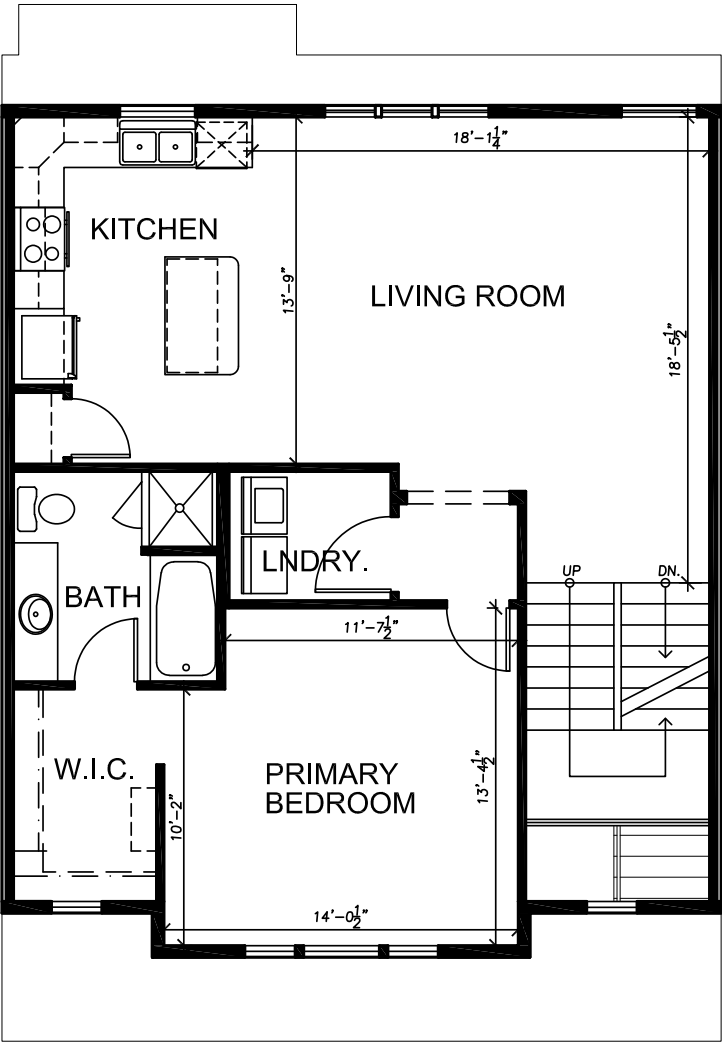
D LEFT ELEVATION
A-201.4 SCALE : 1/8" = 1'-0"



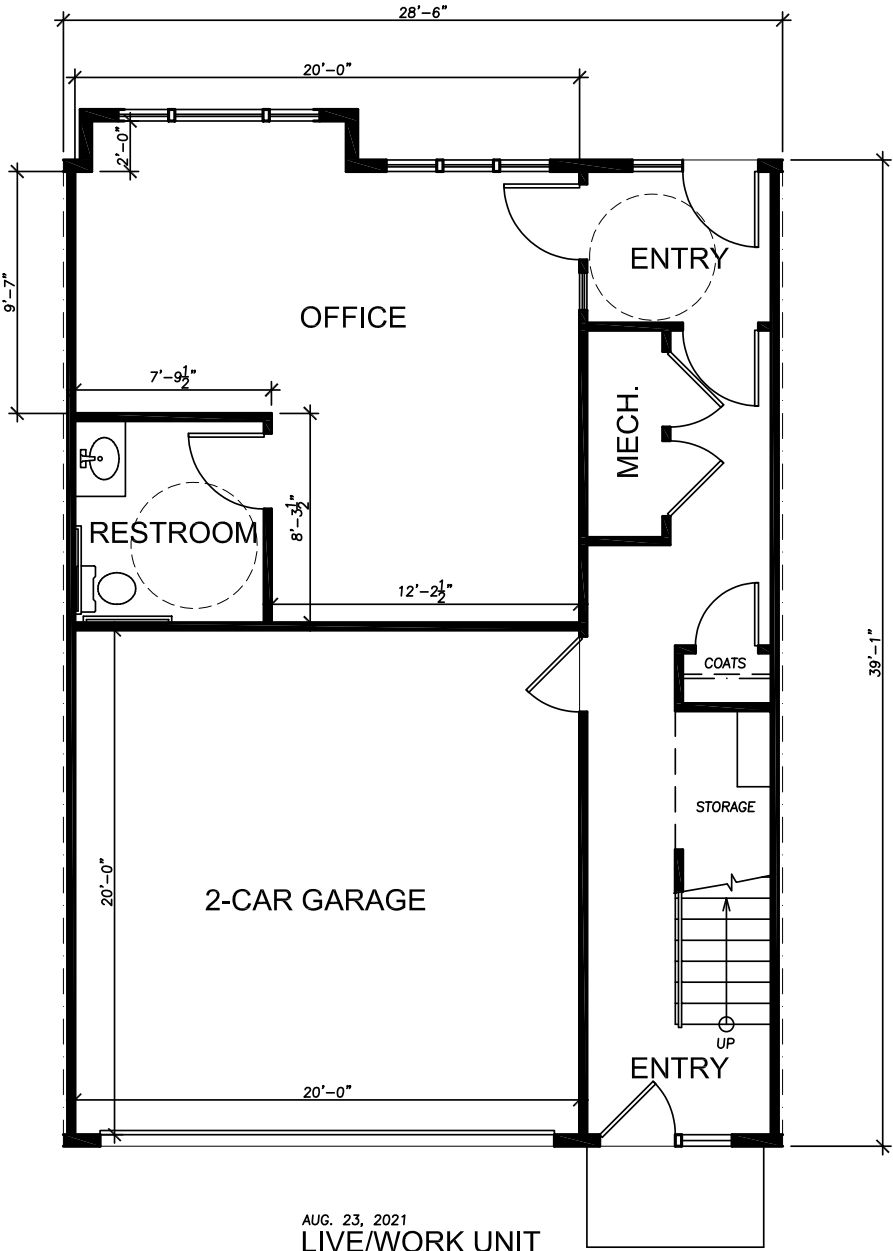
C RIGHT ELEVATION
A-201.4 SCALE : 1/8" = 1'-0"



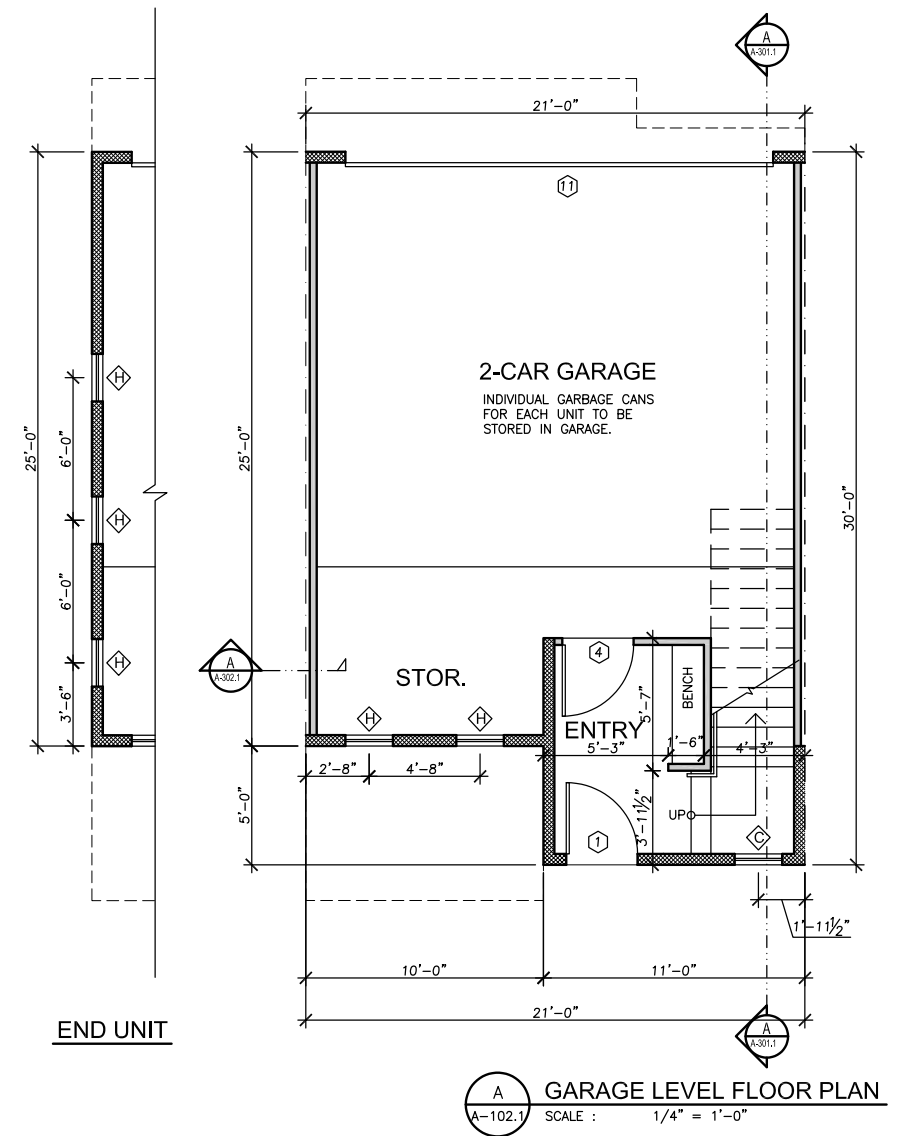
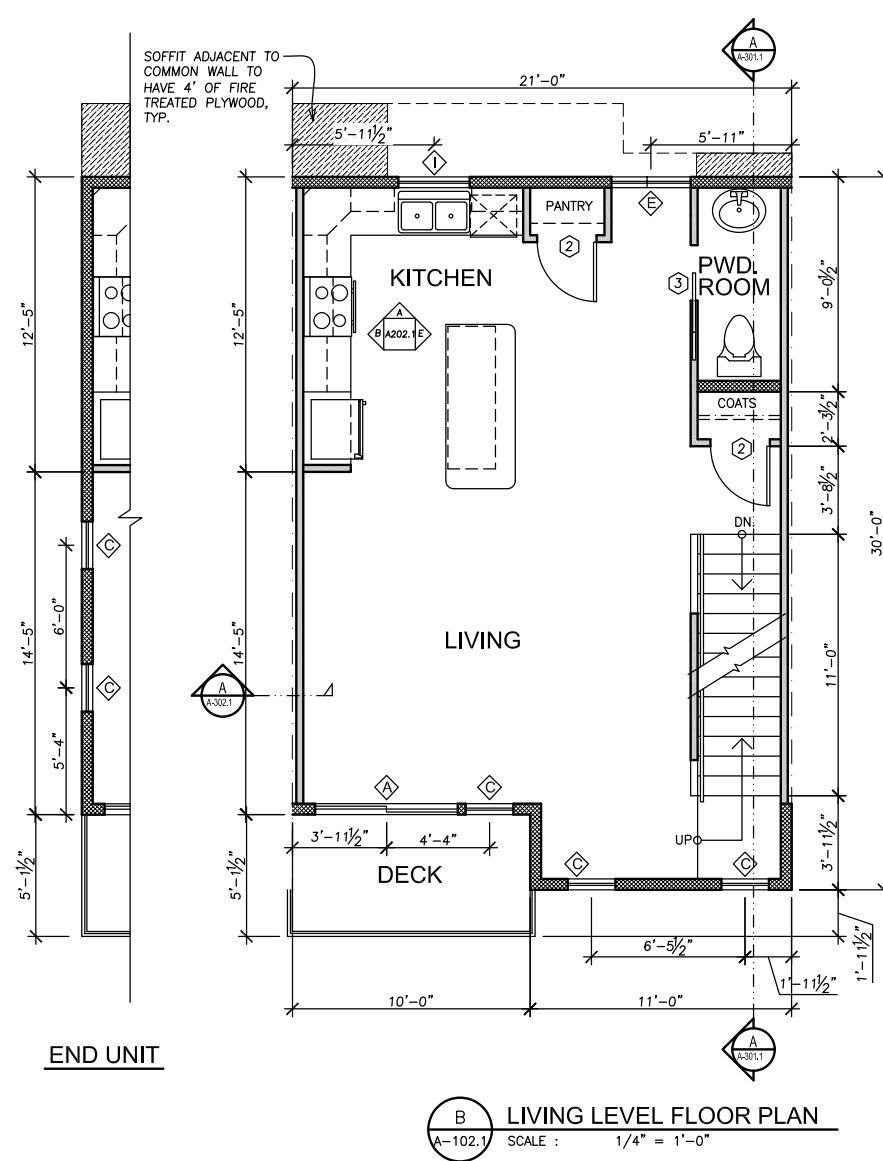
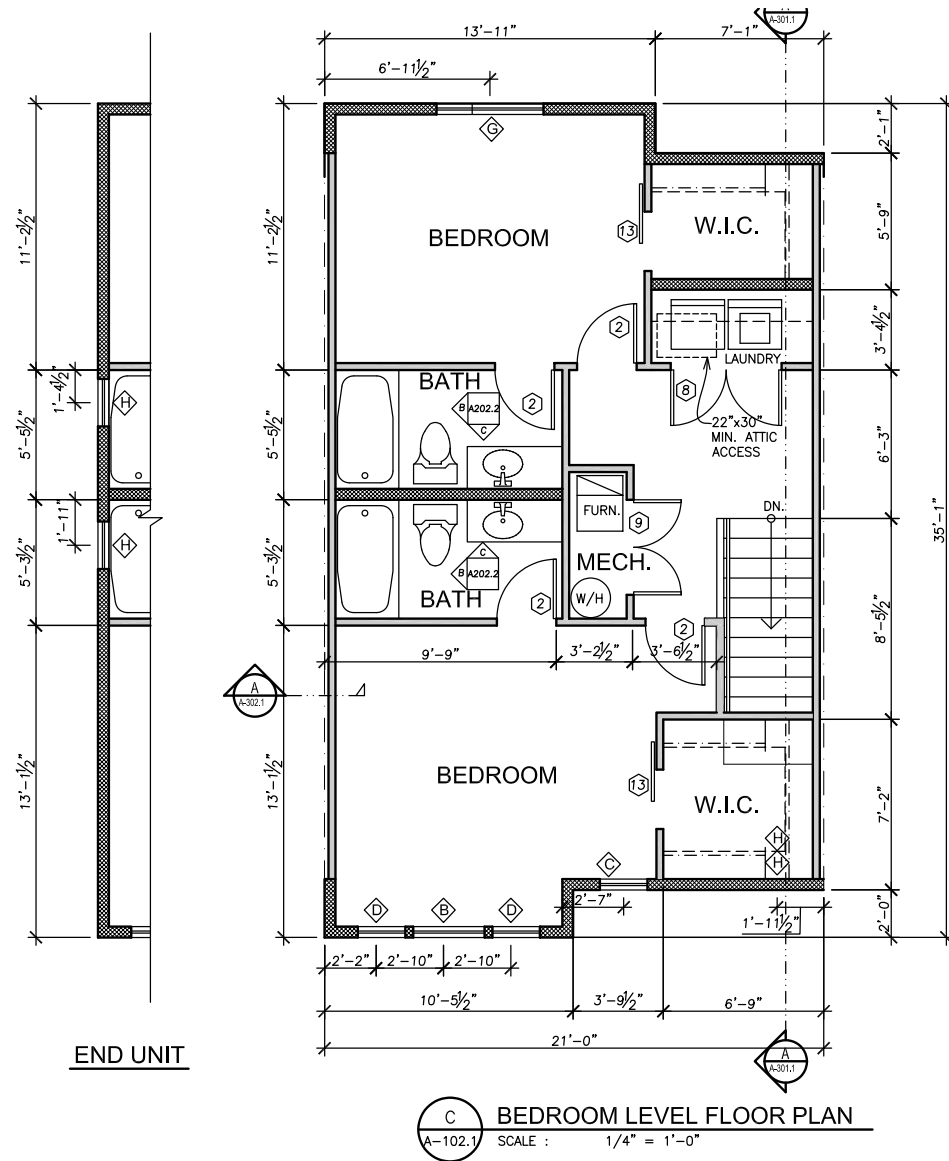
AUG. 23, 2021
LIVE/WORK UNIT
3RD LEVEL
690 SQ. FT.

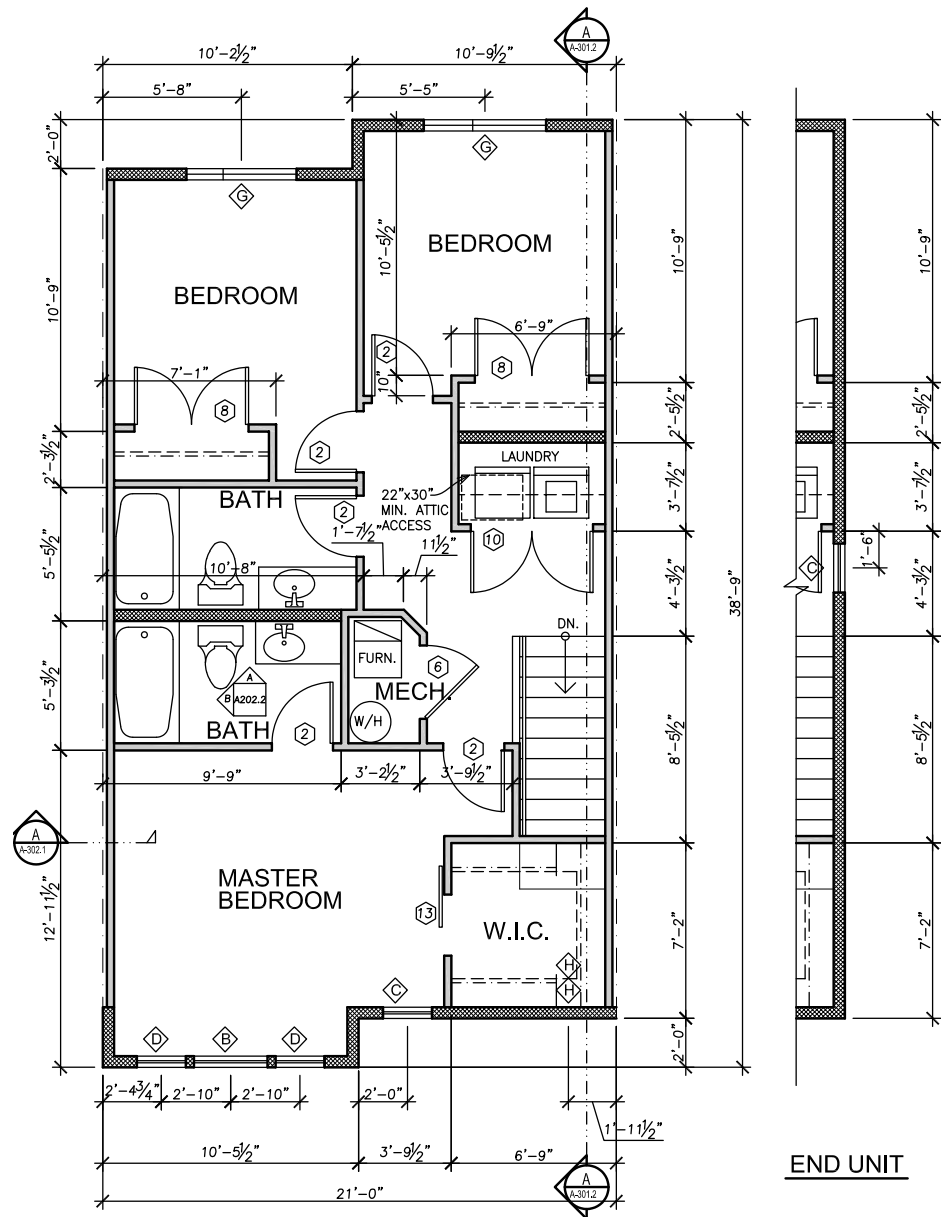


AUG. 23, 2021
LIVE/WORK UNIT
2ND LEVEL
938 SQ. FT.

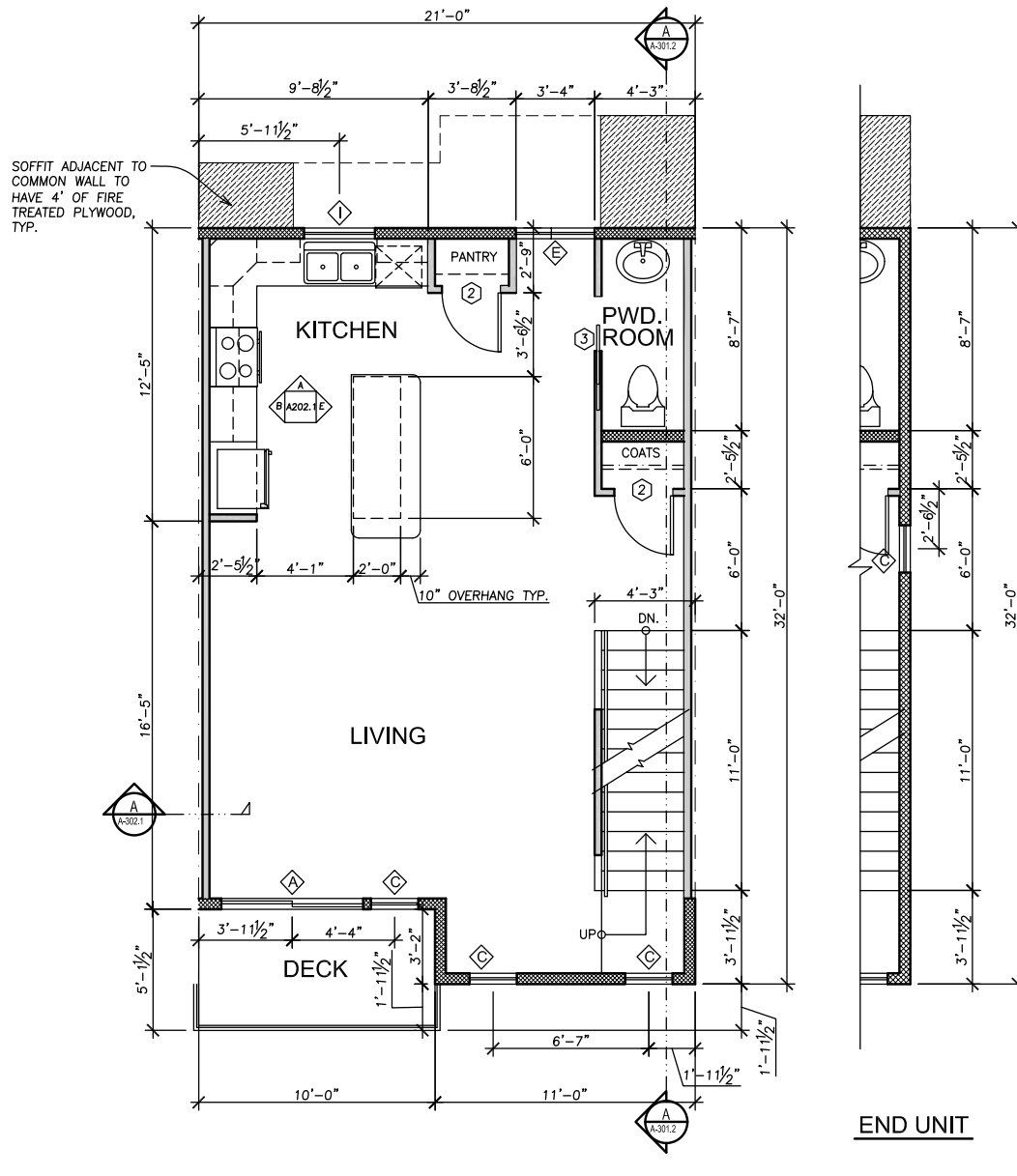


AUG. 23, 2021
LIVE/WORK UNIT
1ST LEVEL
717 SQ. FT.

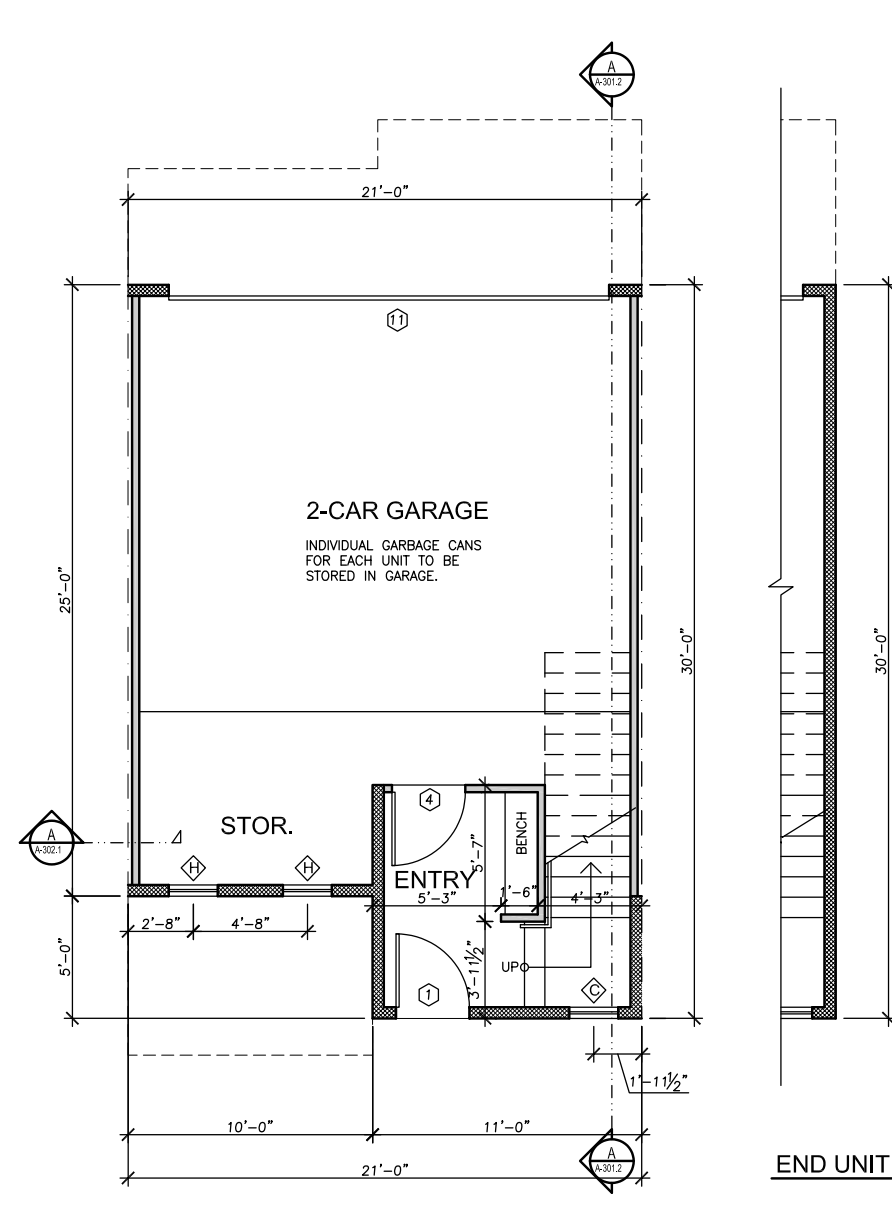




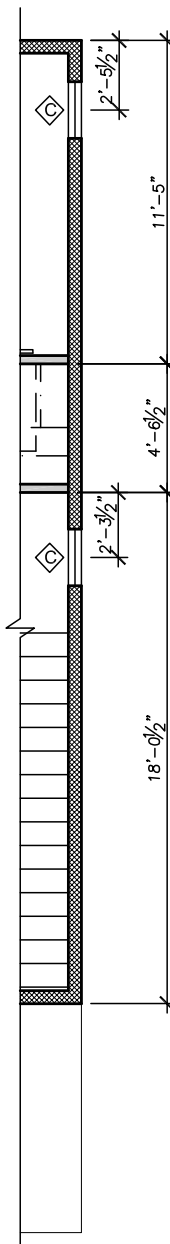
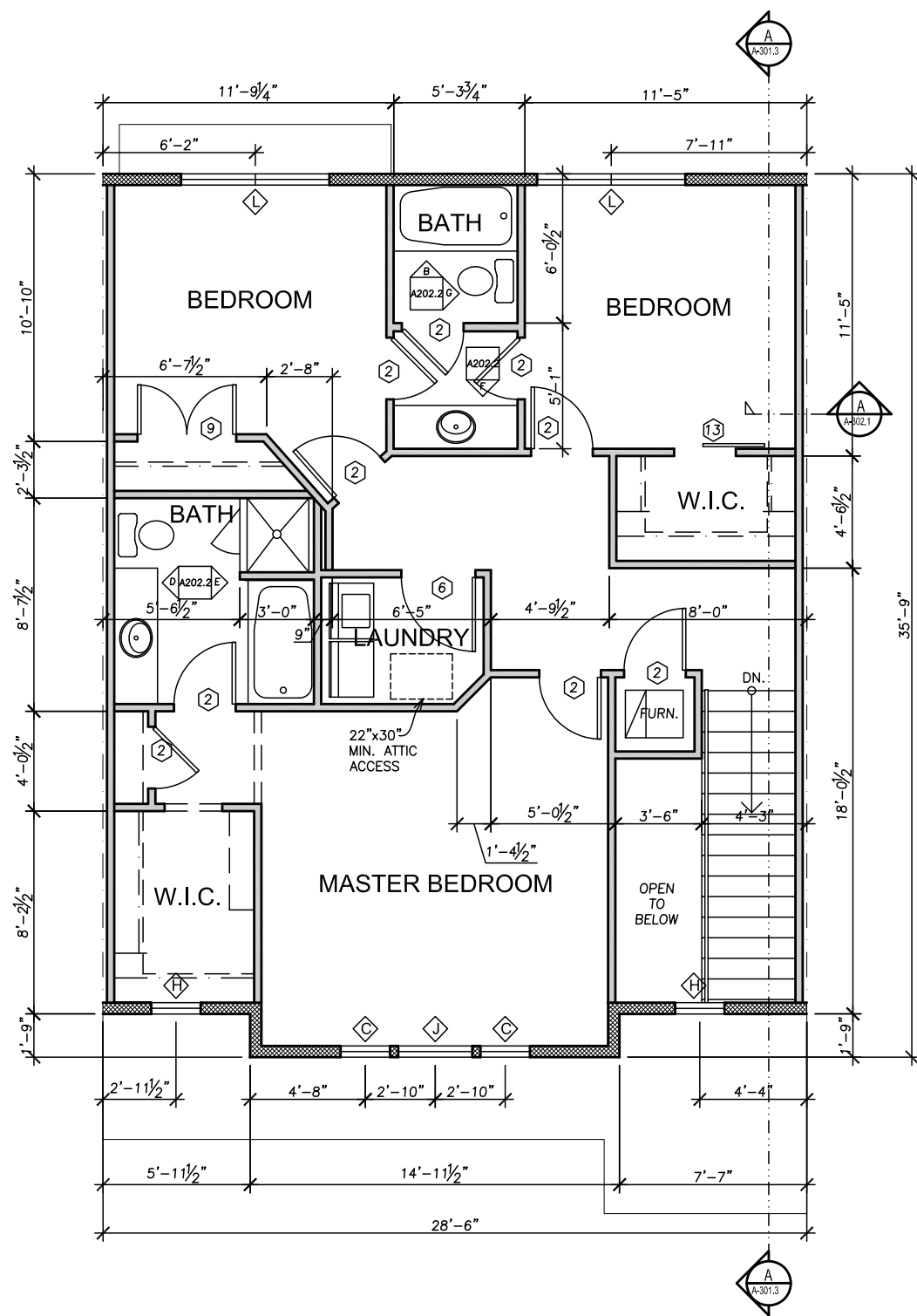
C BEDROOM LEVEL FLOOR PLAN
A-102.4 SCALE : 1/4" = 1'-0"



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

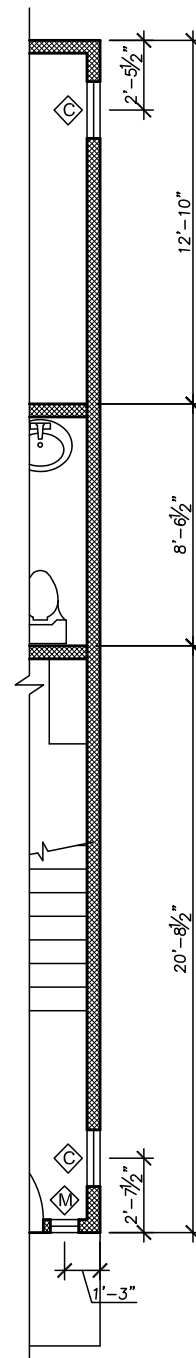
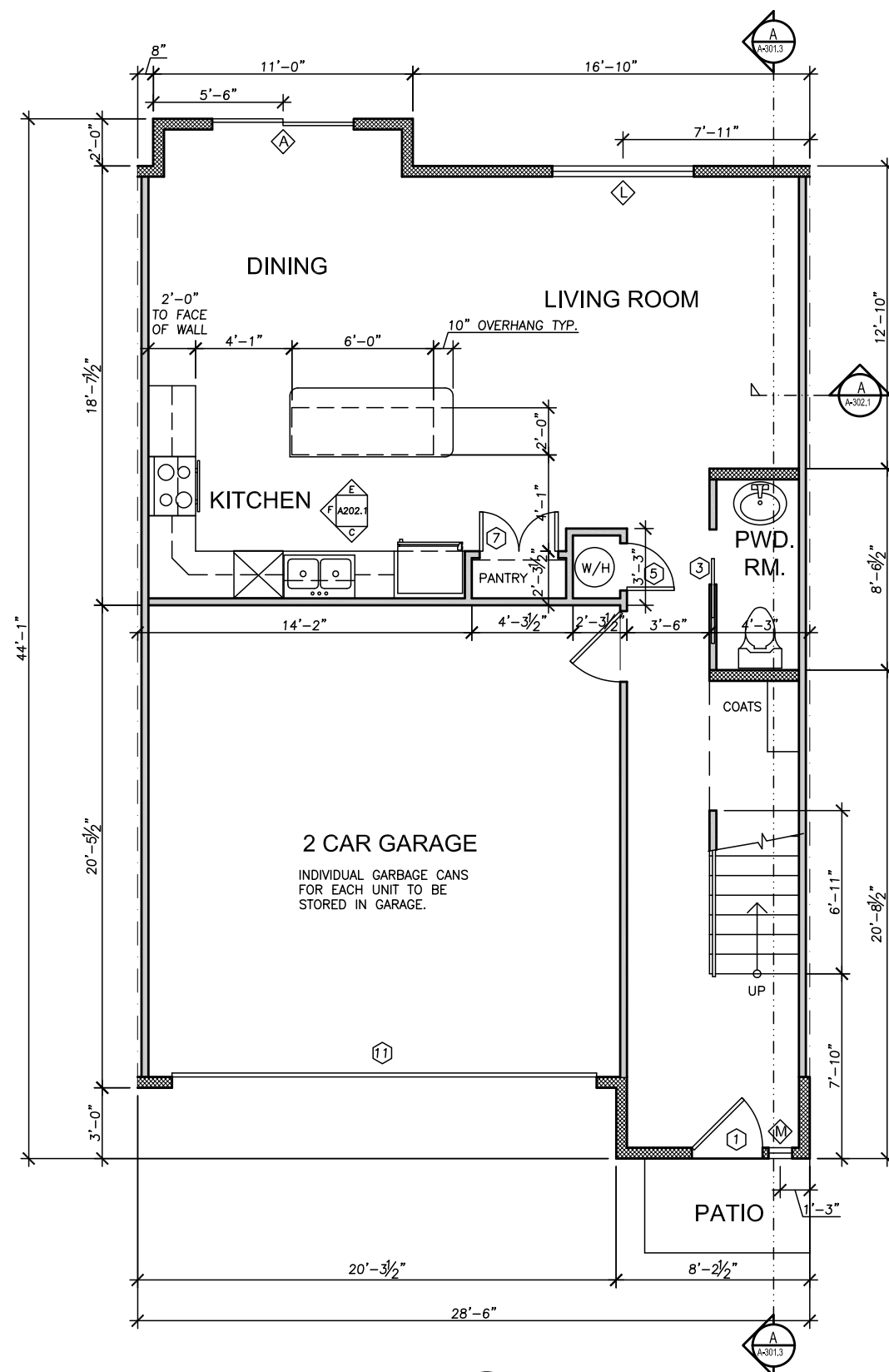


A GARAGE LEVEL FLOOR PLAN
A-102.4 SCALE : 1/4" = 1'-0"



END UNIT

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



END UNIT

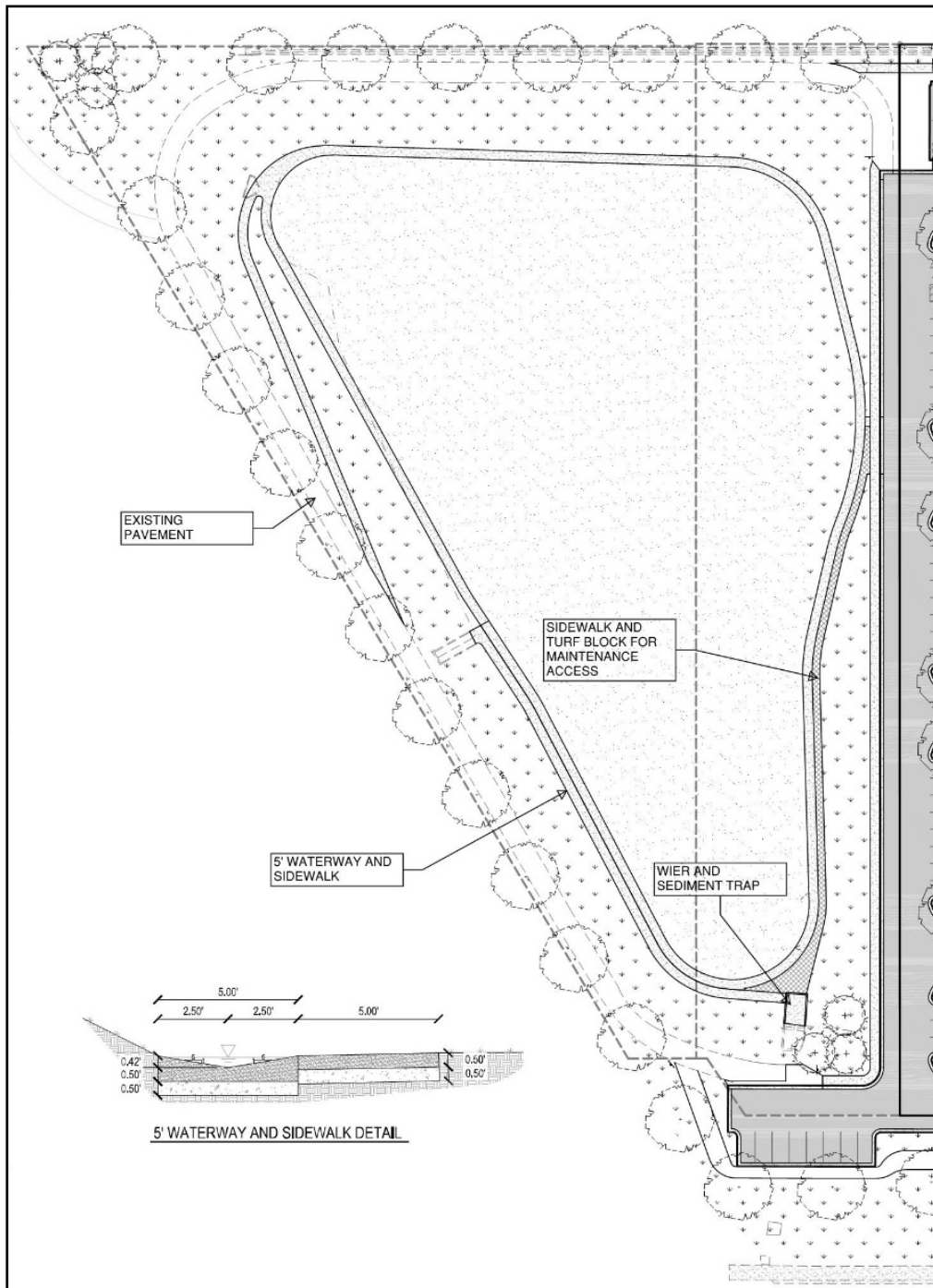
A MAIN LEVEL FLOOR PLAN
A-102.3 SCALE : 1/4" = 1'-0"

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
INDIGO SIXTEEN60
MIXED USE PROJECT**

**DEVELOPMENT AGREEMENT
FOR
MIXED USE PROJECT
INDIGO SIXTEEN60**

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. 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.”

D. 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 Indigo Sixteen60.

E. 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.

F. 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.

G. 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.*

H. 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:

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

b) **Project Amenities** means any feature within the Project including, but not limited to, , pickle ball courts, playgrounds, pavilions, or a swimming pool.

c) **Applicant** means a person or entity submitting a Development Application.

d) **Buildout** means the completion of all the development on the entire Project, with 3 or fewer phases for the residential and 1 phase for the commercial, in accordance with the approved plans.

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

f) **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.

g) **City** means Clearfield City Corporation, a Utah municipality.

h) **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.

i) **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.

j) **DA** means this Development Agreement including all Exhibits.

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

l) **Developer** means Antelope Park Real Property, LLC.

m) **Development** means the development of a portion of the Property pursuant to an approved Development Application in accordance with applicable standards.

n) **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.

o) **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.

p) **Maximum Residential Units** means the development on residential parcel A, with 3 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.

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

r) **Site Plan** means the proposed layout for Residential Dwelling Units, Commercial Units and Public Infrastructure for the Project as shown on Exhibit “C”, including parking compliance, landscape and open space compliance and all applicable standards required with Clearfield City Code

s) **Owner** means Antelope Park Real Property, LLC.

t) **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.

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

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

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

x) **Planning Commission** means the City’s Planning Commission.

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

z) **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).

aa) **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.

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

cc) **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.

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

ee) **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.

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

gg) **Subdivision Application** means the application to create a Subdivision.

hh) **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 1-3, 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.

2.6 **Shared Access and Utilities Easement.** Developer shall provide to the city a shared-access and utility easement along the south drive, for the express purpose of allowing construction and maintenance access for the city to install and maintain a sanitary sewer main, and for city access to the Detention Basin. The south drive shall be located such that not more than ten feet of the required drive be located in the public way, with the remaining width constructed on the project parcel. The surface improvements and private utilities within the shared access shall be

constructed and maintained by the Developer. The city shall construct and maintain the public sewer main.

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:

- a) **Developer Agreement.** City's Future Laws that Developer agrees in writing to the application thereof to the Project;
- b) **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;
- c) **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;
- d) **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.
- e) **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;
- f) **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.;
- g) **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

h) **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.

a) **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).

b) **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.

c) **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.

a) **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.

b) **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.

a) **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. Project Amenities and Fence.

7.1. **Project Amenities.** Developer shall include the Project Amenities for the Project, as shown in Exhibit "F."

7.2. **Fencing.** Developer agrees to fence the western most property line of the Project Property that is adjacent to the City's Regional Storm Water Detention Basin. The fence shall abut to the existing northern fence and terminate at the southernmost Project Property line. Said fencing, shall at a minimum be the following:

- a) **Construction Intent.** Developer shall construct a fence or wall in such a manner intended to add beatification to the Project while also deterring individuals from entering the City's Regional Storm Water Detention Basin.
- b) **Size and Type.** The height of the fence or wall shall be at least six (6) feet and make the City's Regional Storm Water Detention Basin impervious to sight from the Project Property.
- c) **Material.** Developer shall construct a fence or wall using materials that conform to the major architectural style of the site plan. Chain-link fencing shall not be permitted.
- d) **Control/Maintenance.** Developer shall keep the fence in good repair and is responsible to inspect said fence as needed to ensure proper functionality and make all repairs in a timely fashion.

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: _____

TABLE OF EXHIBITS

Exhibit A – Legal Description of Property

Exhibit B - Parcel Zoning Exhibit

Exhibit C – Site Plan

Exhibit D – Architectural Plans

Exhibit E – Phasing Plan

Exhibit F – Project Amenities

Exhibit "A"
Legal Description of Property and Plat

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.

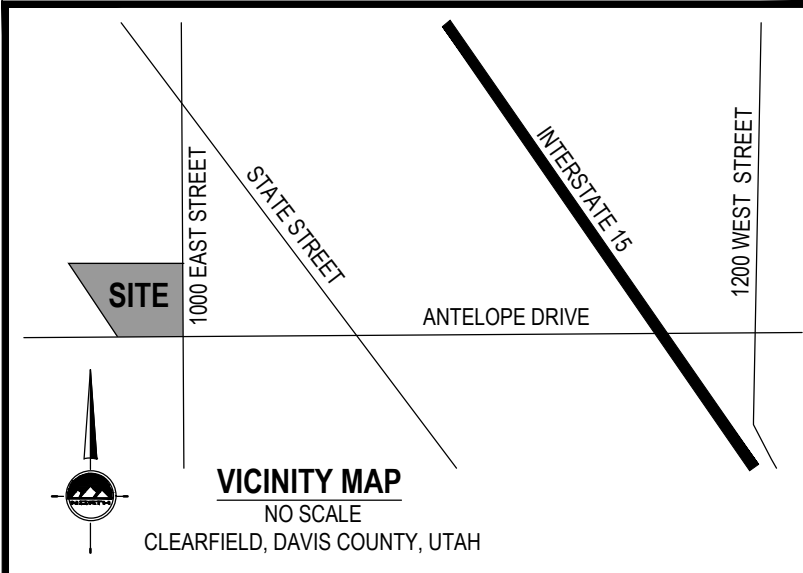
Contains: 332,706 square feet or 7.638 acres.

CLEARFIELD PARK AT ANTELOPE
A TOWNHOME NEIGHBORHOOD

LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 12
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
CLEARFIELD, DAVIS COUNTY, UTAH
JULY 2021

COUNTRY OAKS APARTMENTS

EAST QUARTER CORNER
SECTION 12
T4N, R2W
SLB&M
(FOUND)

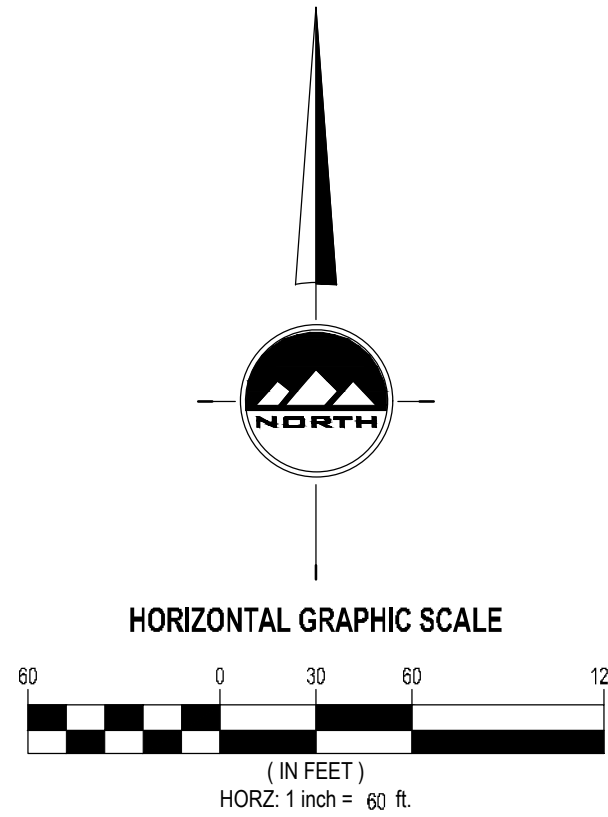


GENERAL NOTES:

1. PROPERTY IS ZONED COMMERCIAL ZONE C-2 (LOT 101) AND RESIDENTIAL R-3 (LOT 102).

LEGEND

- SECTION CORNER
EXISTING STREET MONUMENT
PROPOSED STREET MONUMENT
SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
PU&DE
EASEMENTS



DEVELOPER
U.S. DEVELOPMENT
471 WEST HERITAGE PARK BLVD, STE 5
LAYTON, UTAH 84041
(801) 544-3443

SURVEY RECORDING DATA

DATE:
:
DRAWING No.
:

SURVEYOR'S CERTIFICATE

I, TRENT R. WILLIAMS do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 8034679 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as CLEARFIELD PARK AT ANTELOPE, A TOWNHOME NEIGHBORHOOD and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area re-requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

MIDTOWN VILLAGE AT LEGEND HILLS SUBDIVISION - SECOND AMENDED

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 67.26 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;

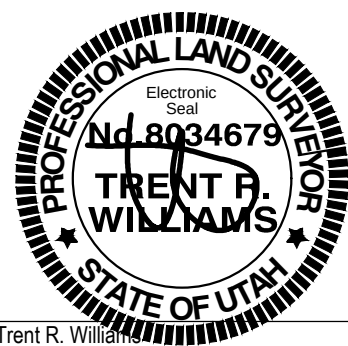
thence North 00°01'16" West 563.93 feet to the southerly line of Oakstone Apartments;

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, 2 Lots.



Date

OWNER'S DEDICATION

Known all men by these presents that I / we, the under- signed owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

CLEARFIELD PARK AT ANTELOPE
A TOWNHOME NEIGHBORHOOD

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof I / we have hereunto set our hand (s) this _____ day of _____, A.D., 20____.

By: _____

By: _____

CLEARFIELD PARK AT ANTELOPE
A TOWNHOME NEIGHBORHOOD

LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 12
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
CLEARFIELD, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____ 20____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER

SHEET 1 OF 1

PROJECT NUMBER : 10474

MANAGER : C.PRESTON

DRAWN BY : C.WRIGHT

CHECKED BY : T.WILLIAMS

DATE : 7/7/21

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,

BY THE CLEARFIELD CITY COUNCIL.

CITY RECORDER

CITY MAYOR

CITY ENGINEER'S APPROVAL

I HEREBY CERTIFY THAT THE "OFFICE OF THE CITY ENGINEER" HAS EXAMINED THE FORGOING PLAT AND IN OUR OPINION THE INFORMATION CONVEYED HERE WITH COMPLIES WITH THE PUBLIC WORKS STANDARDS AND SPECIFICATIONS OF CLEARFIELD CITY.

APPROVED THIS _____ DAY OF _____, 20____.

CLEARFIELD CITY ENGINEER

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,

BY THE CITY PLANNING COMMISSION APPROVAL

CHAIRMAN, CLEARFIELD CITY PLANNING COMMISSION

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,

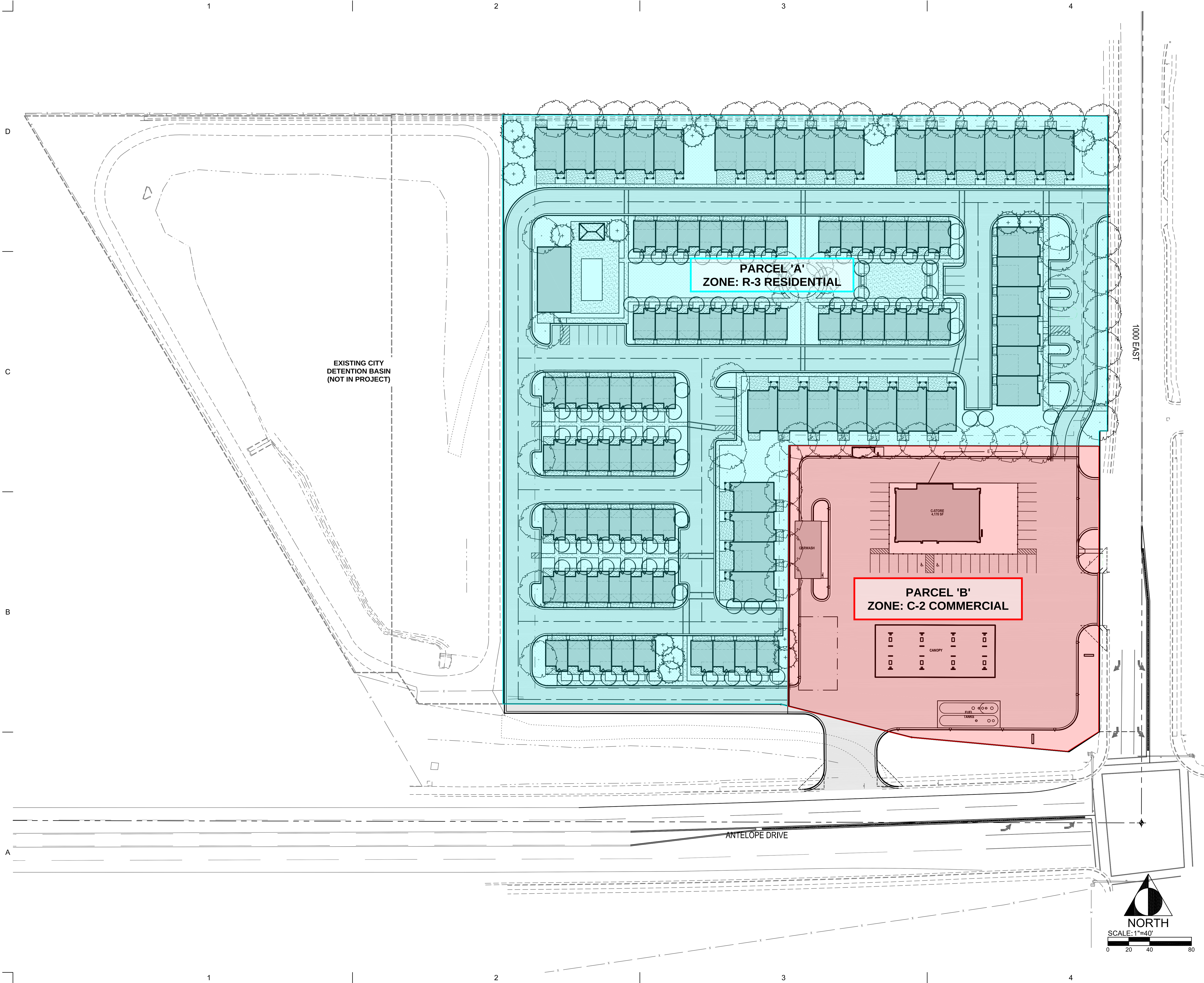
BY THE CLEARFIELD CITY ATTORNEY.

CLEARFIELD CITY ATTORNEY



LAYTON
919 NORTH 400 WEST
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315
WWW.ENSIGNENG.COM

SALT LAKE CITY
Phone: 801.255.0529
TOOELE
Phone: 435.643.3696
CEDAR CITY
Phone: 435.865.1453
RICHLAND
Phone: 435.896.2983



FOR:

CONTACT:

PHONE:

INDIGO SIXTEEN60
A TOWNHOME NEIGHBORHOOD
1000 EAST ANTELOPE DRIVE
CLEARFIELD, UTAH

SEAL

PROJECT NO.
DESIGNED BY: X.X.

ISSUED:

NO.	DATE	DESCRIPTION

REVISIONS:

NO.	DATE	DESCRIPTION
△		
△		
△		
△		

EXHIBIT 'B'

PARCEL ZONING

SHEET NUMBER

INDIGO SIXTEEN60

A TOWNHOME NEIGHBORHOOD

1000 EAST ANTELOPE DRIVE

CLEARFIELD, UTAH

SEAL

PROJECT NO.

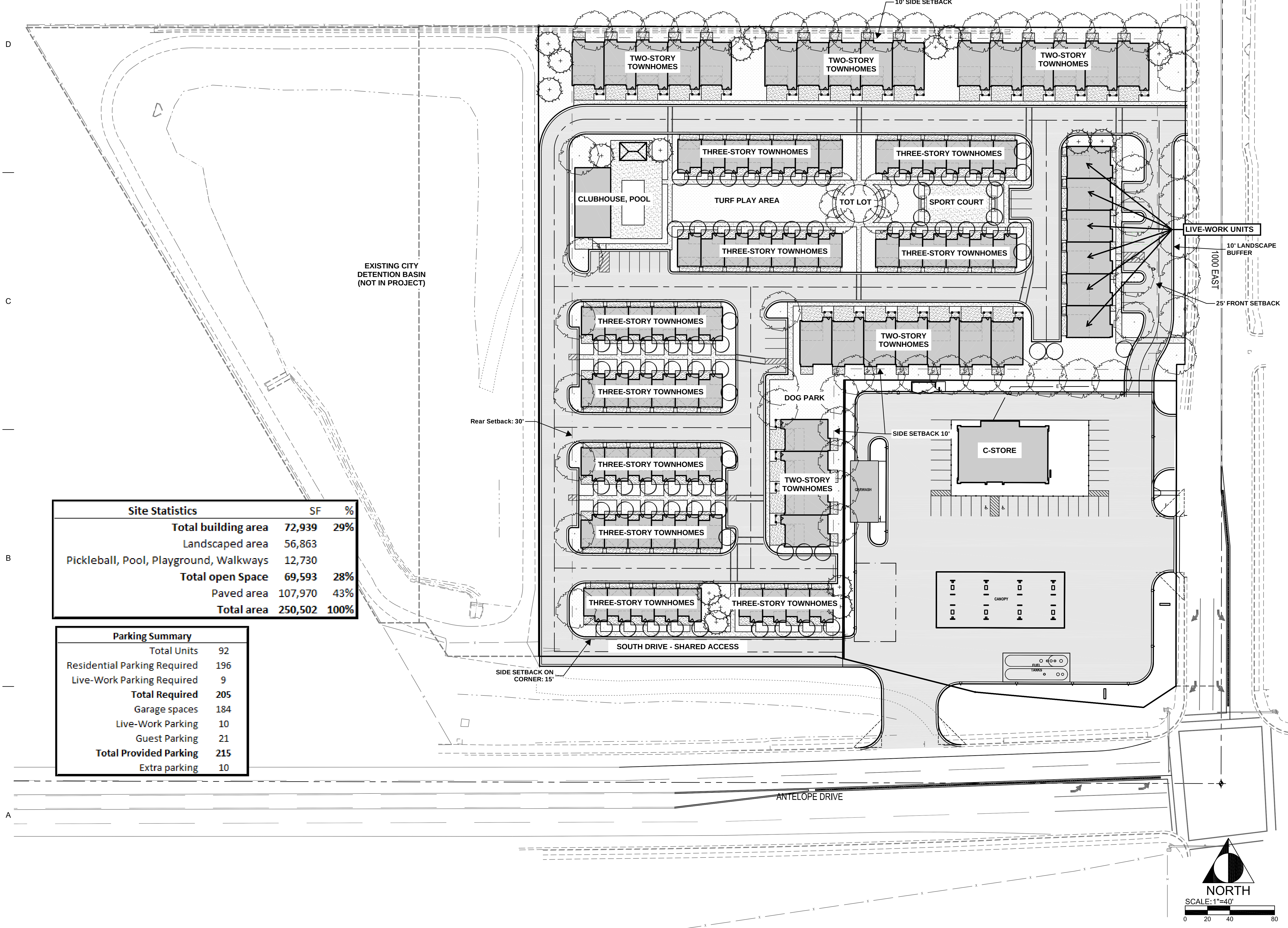
DESIGNED BY: X.X.

ISSUED:

NO.	DATE	DESCRIPTION

REVISIONS:

NO.	DATE	DESCRIPTION
△		
△		
△		
△		



Site Statistics		SF	%
Total building area		72,939	29%
Landscaped area		56,863	
Pickleball, Pool, Playground, Walkways		12,730	
Total open Space		69,593	28%
Paved area		107,970	43%
Total area		250,502	100%

Parking Summary		
Total Units	92	
Residential Parking Required	196	
Live-Work Parking Required	9	
Total Required	205	
Garage spaces	184	
Live-Work Parking	10	
Guest Parking	21	
Total Provided Parking	215	
Extra parking	10	

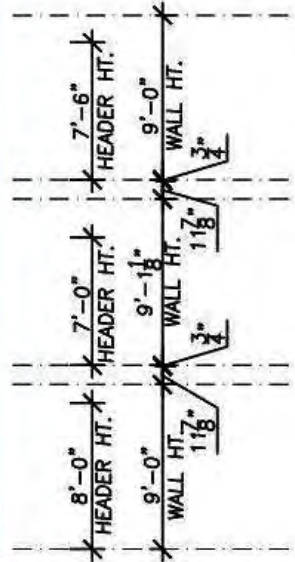
Exhibit “D”
Architectural Plans

TO BE INCLUDED AS SEPARATE SHEETS



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

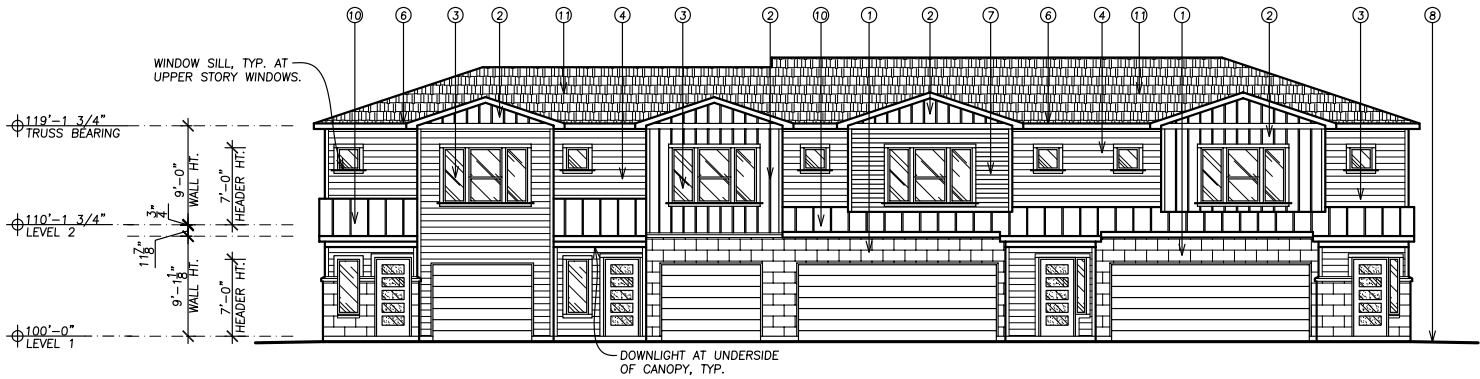
Live-Work Units Materials:

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

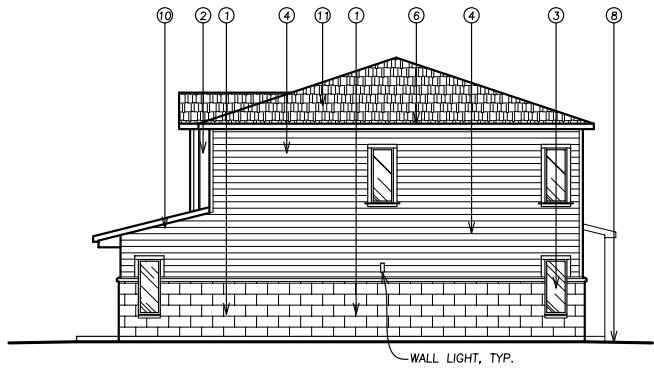
LEGEND

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.



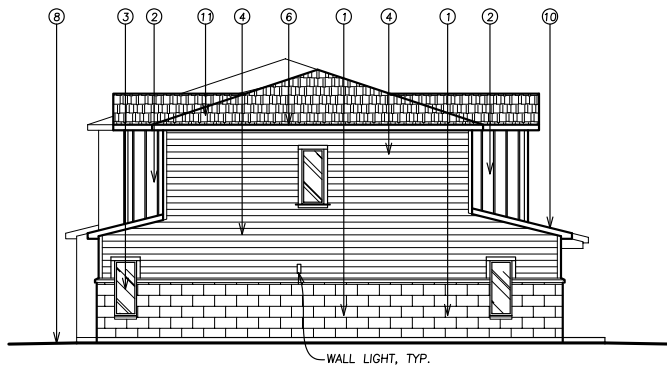
A FRONT ELEVATION
A-201.2 SCALE : 1/8" = 1'-0"



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

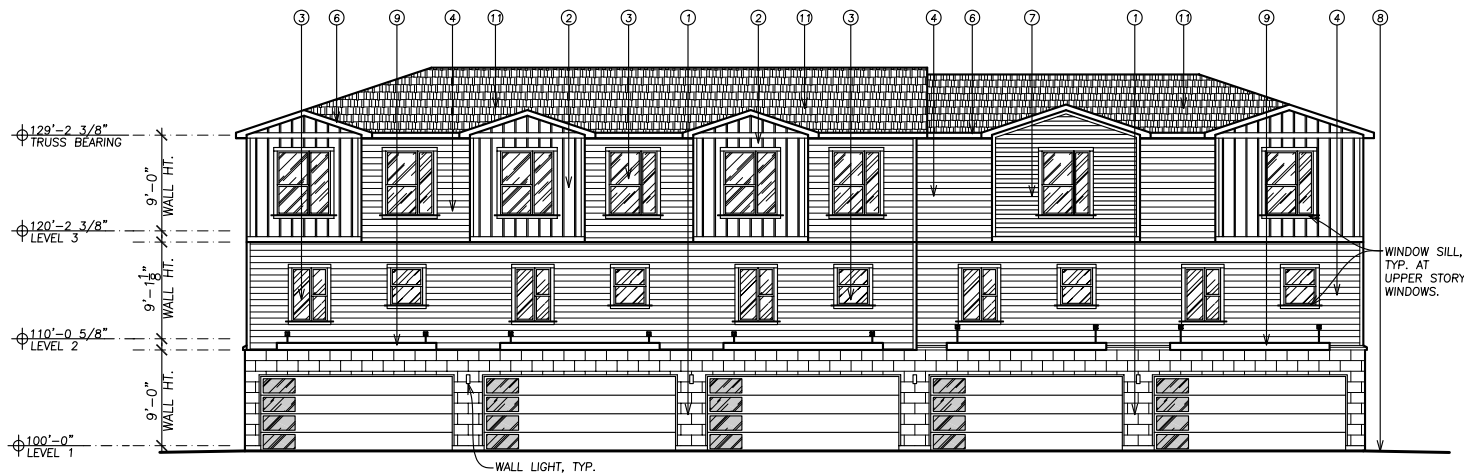
1. MANUFACTURED STONE VENEER, INSTALL PER MANUFACTURER'S INSTRUCTIONS. ELDORADO STONE MARQUEE24 DOVETAIL.
2. FIBER-CEMENT BOARD, BOARD AND BATTEN SIDING, PAINT & INSTALL PER MANUFACTURER'S SPECS.
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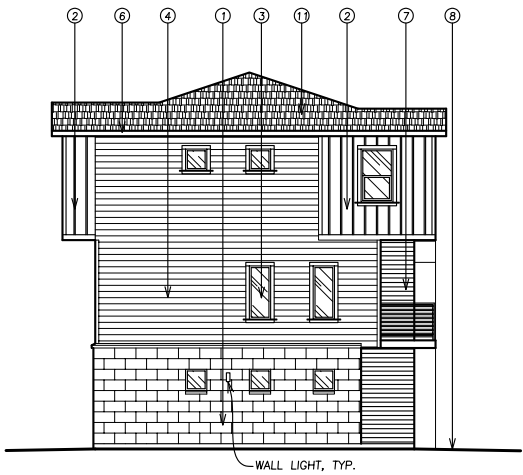
NOTE: ALL ROOF PENETRATIONS TO BE PAINTED BLACK.



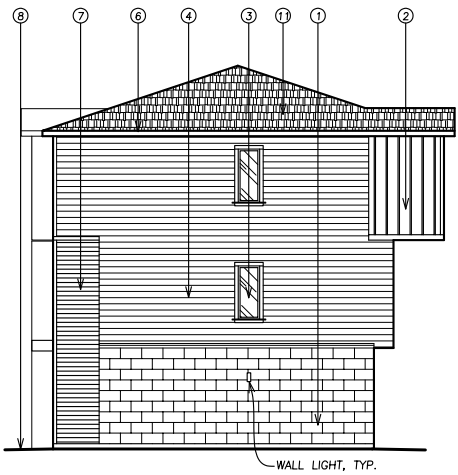
A FRONT ELEVATION
A-201.4 SCALE : 1/8" = 1'-0"



B REAR ELEVATION
A-201.4 SCALE : 1/8" = 1'-0"



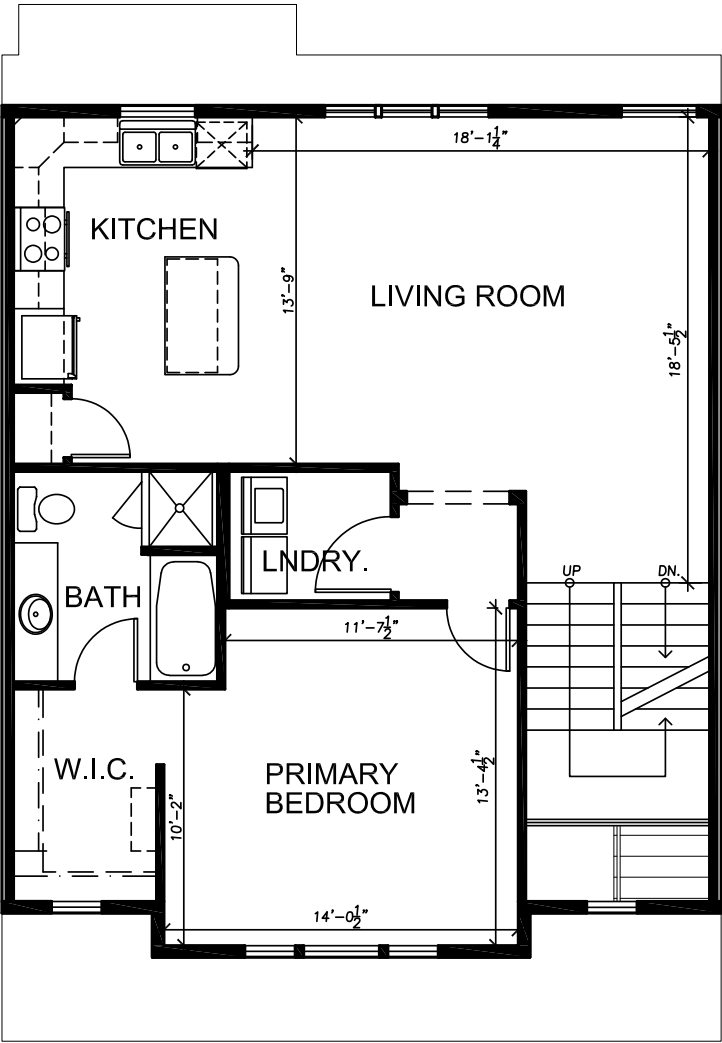
D LEFT ELEVATION
A-201.4 SCALE : 1/8" = 1'-0"



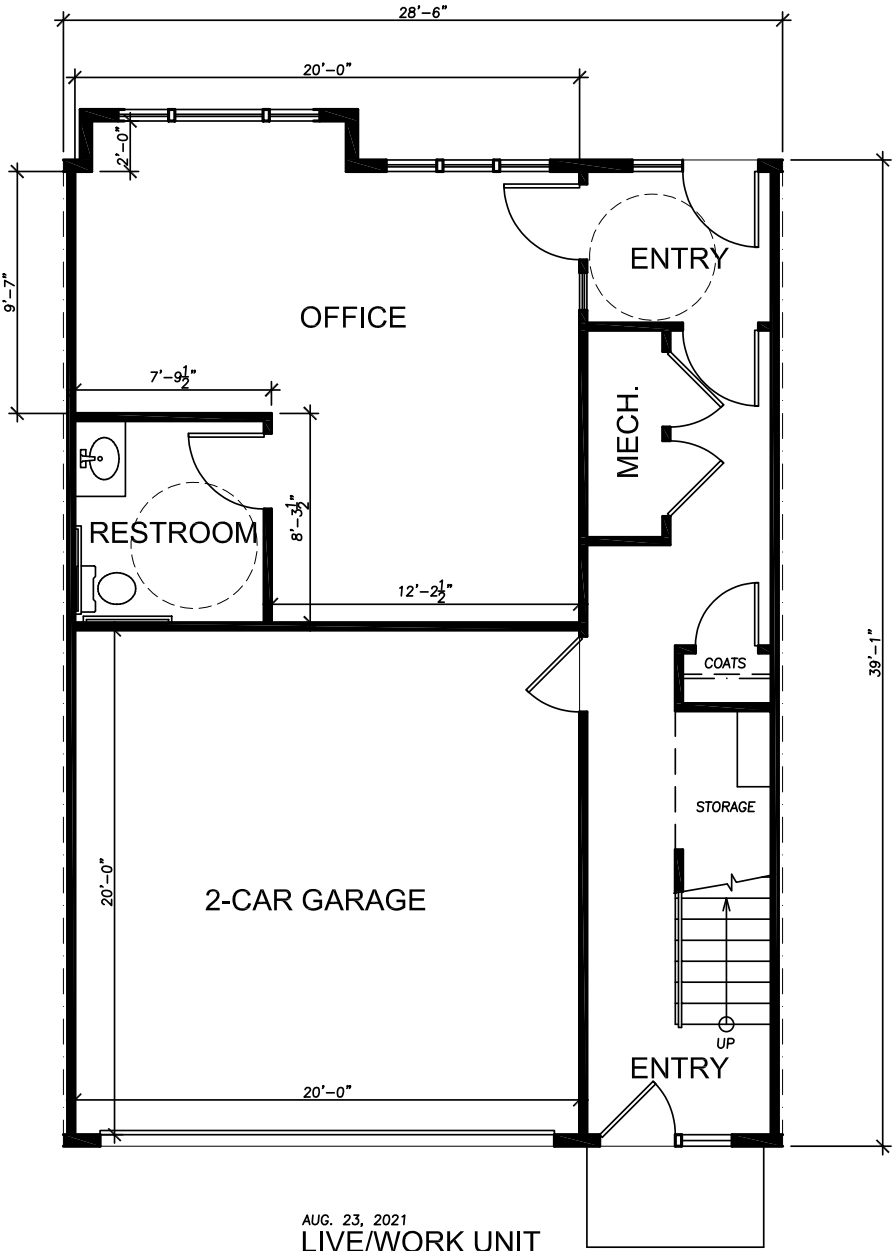
C RIGHT ELEVATION
A-201.4 SCALE : 1/8" = 1'-0"



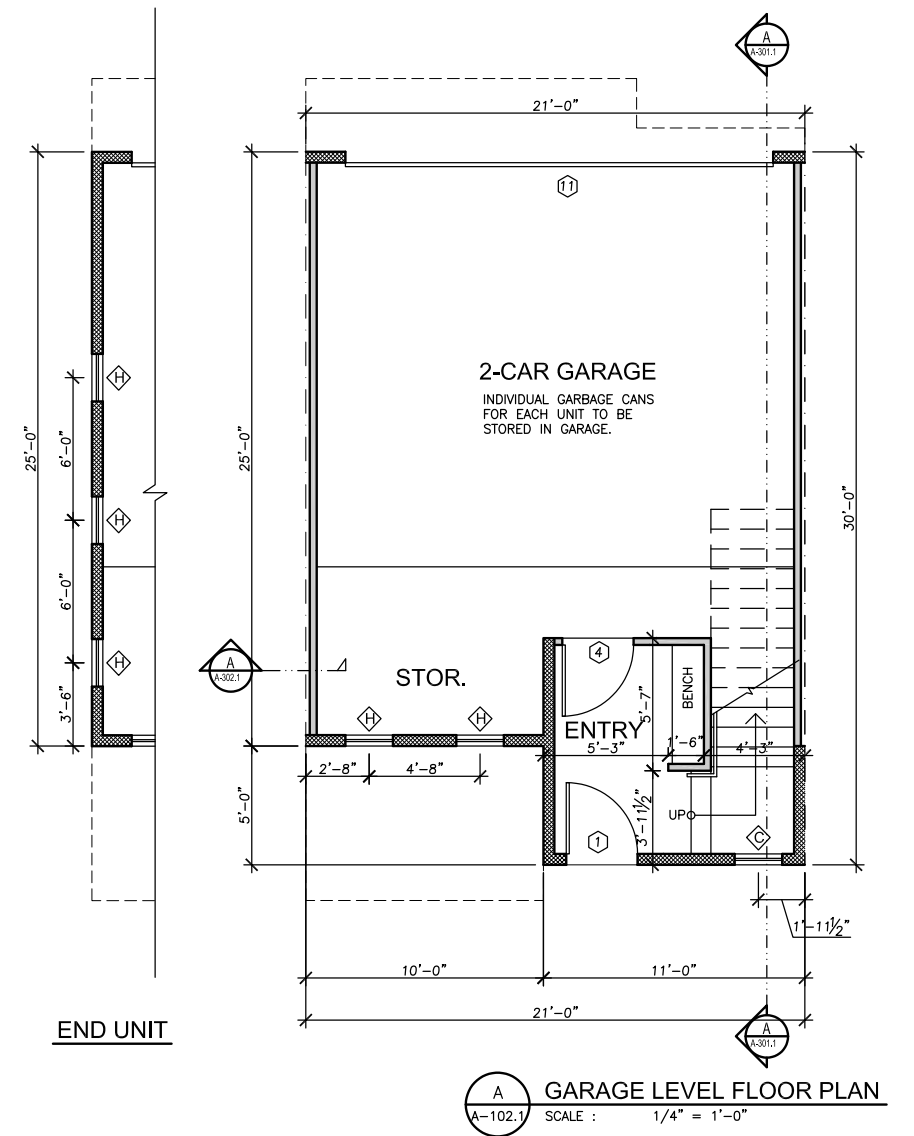
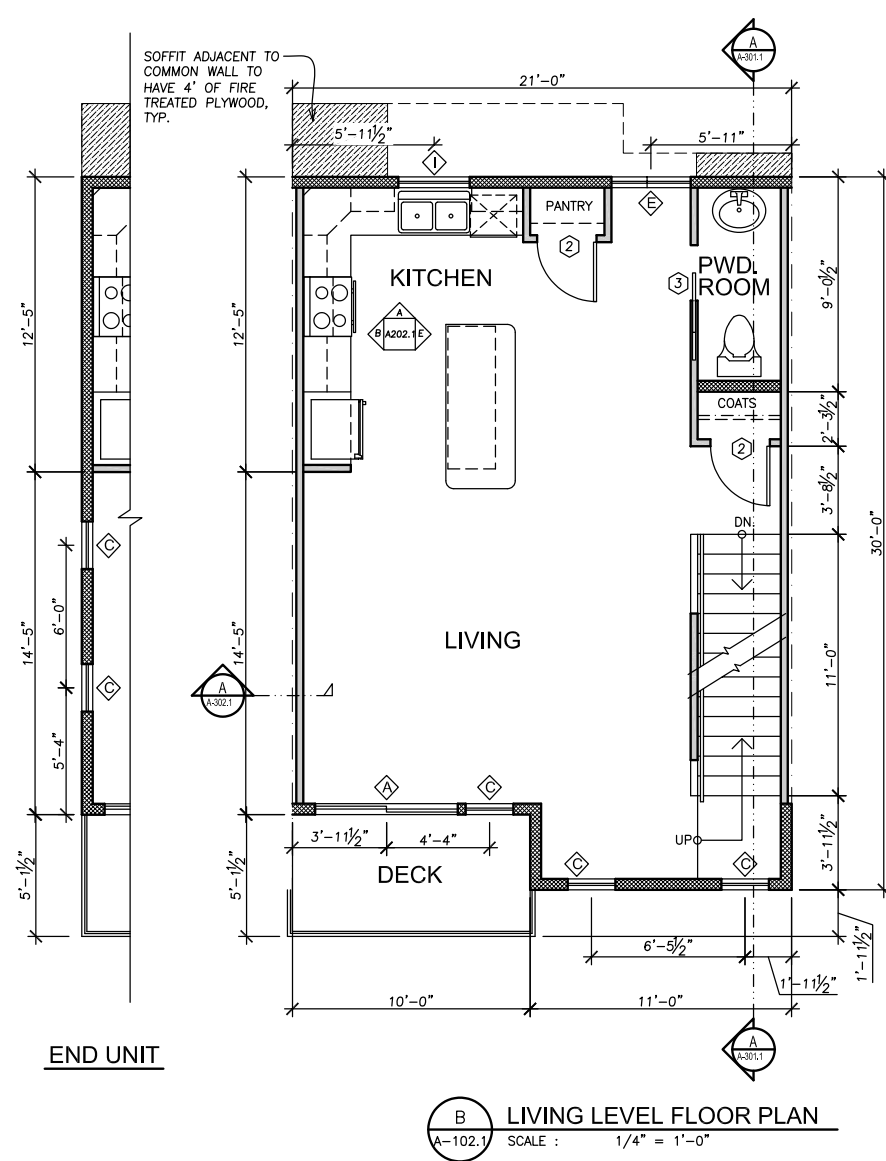
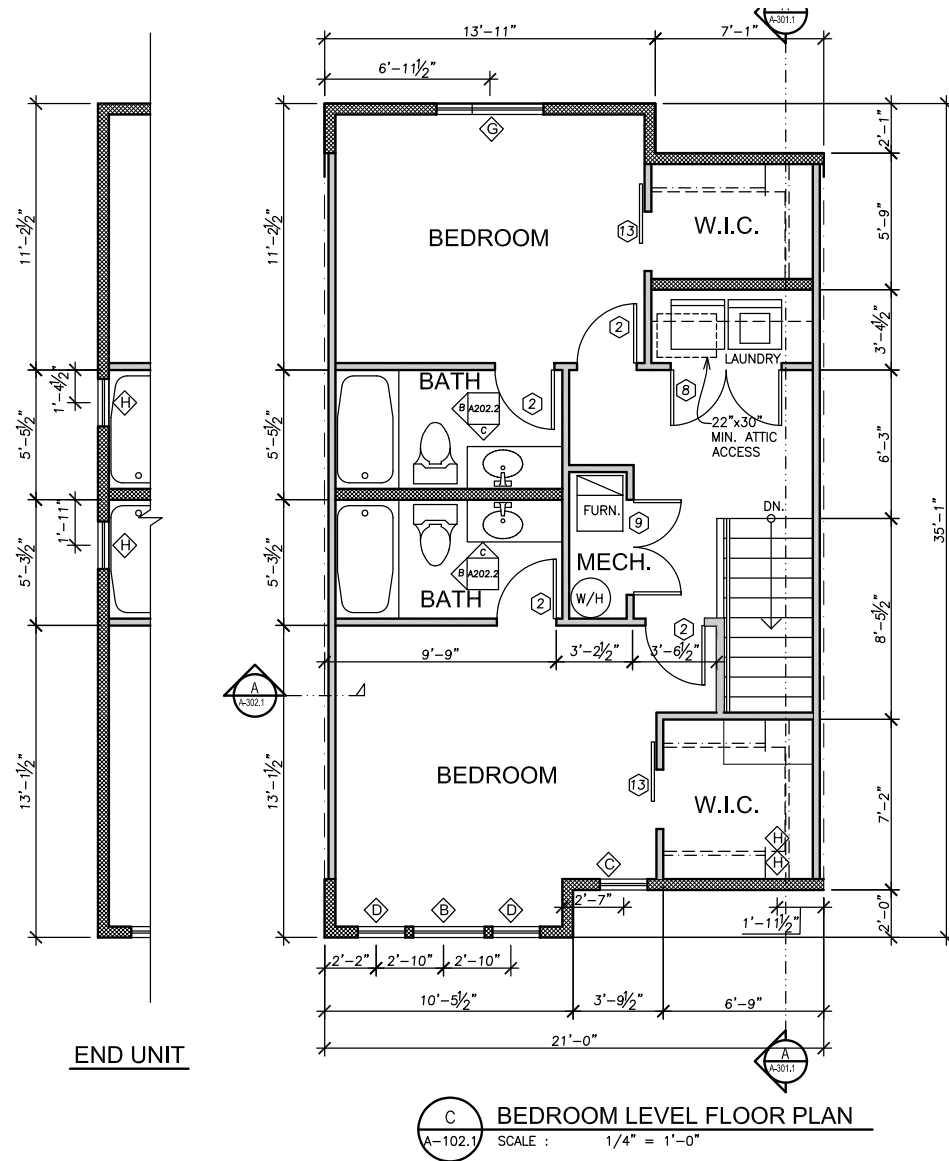
AUG. 23, 2021
LIVE/WORK UNIT
3RD LEVEL
690 SQ. FT.



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



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





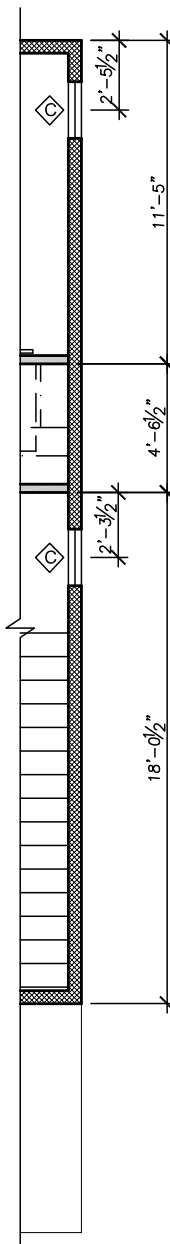
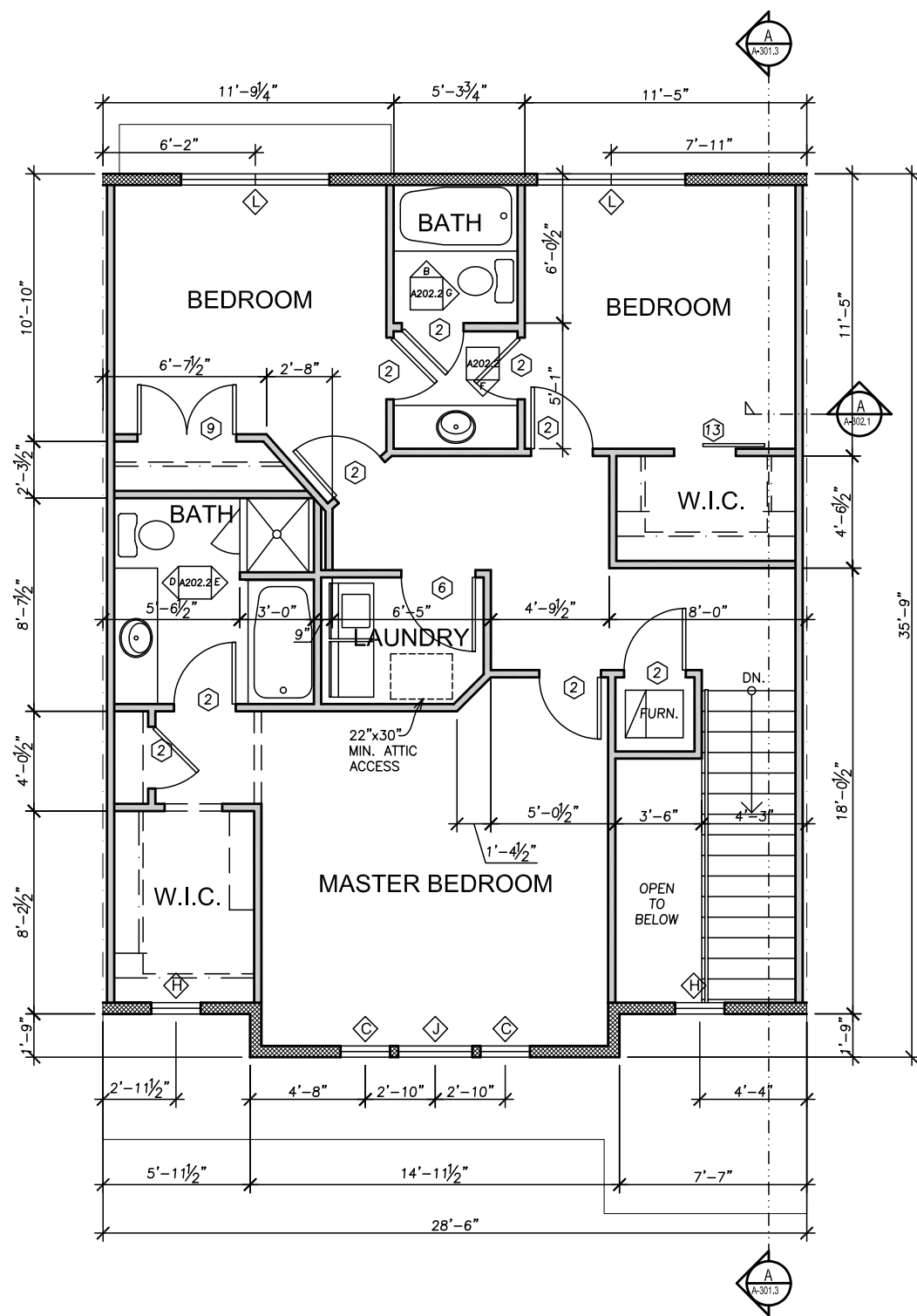
SCALE : $1/4" = 1'-0"$



SCALE : $1/4" = 1'-0"$

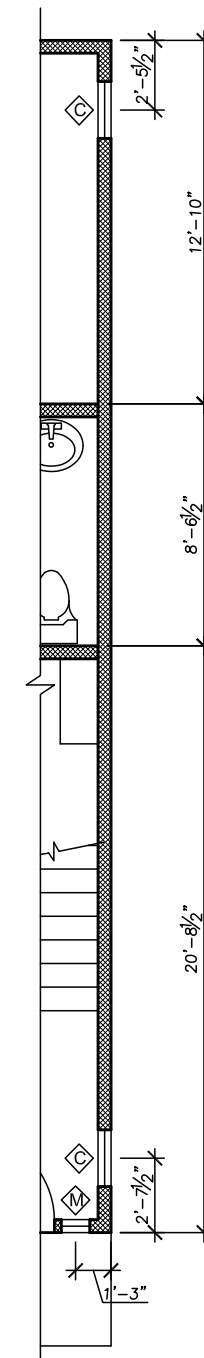
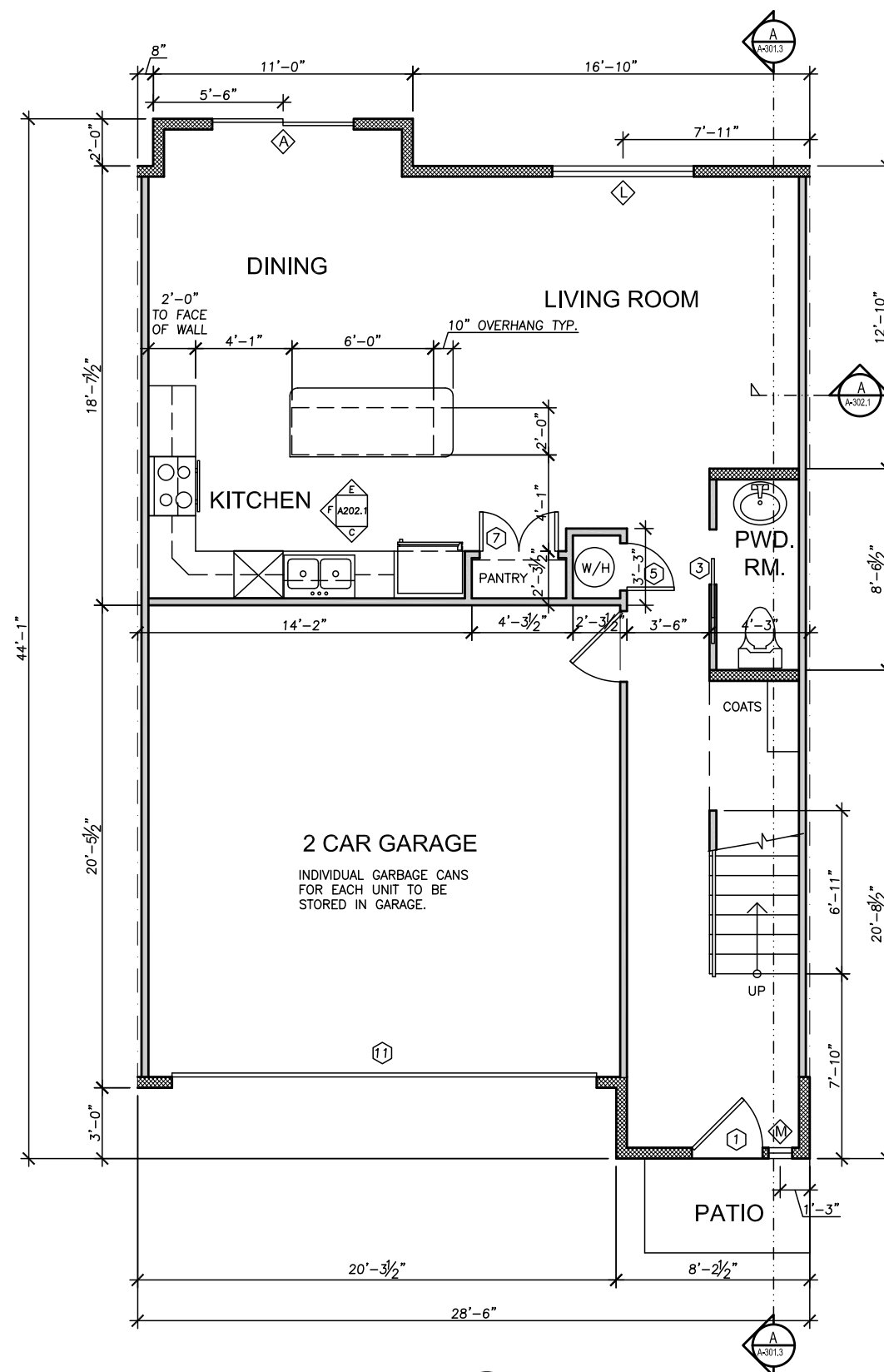


SCALE : $1/4" = 1'-0"$



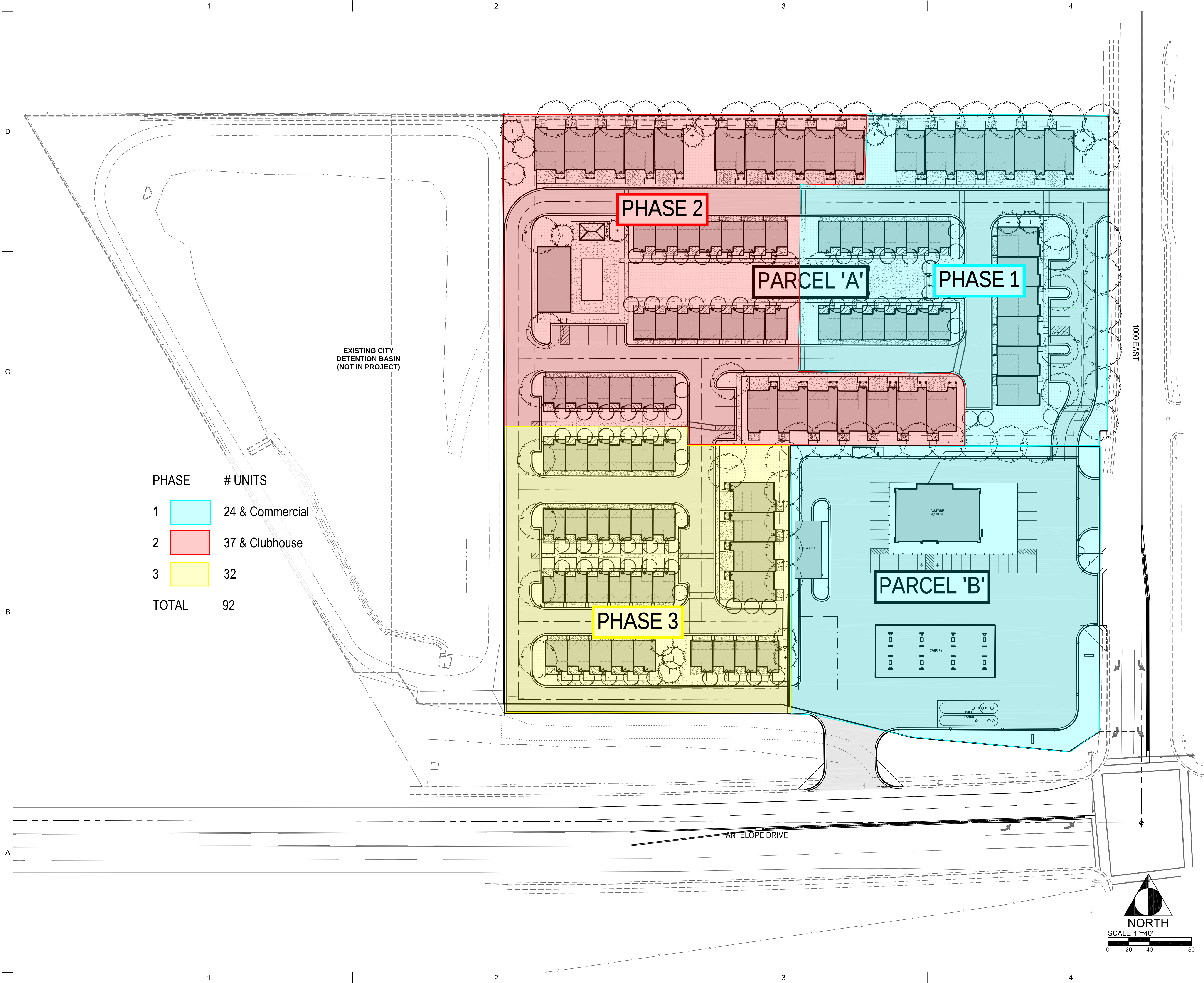
END UNIT

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"



PHASE	# UNITS
1	24 & Commercial
2	37 & Clubhouse
3	32
TOTAL	92

FOR:

CONTACT:

PHONE:

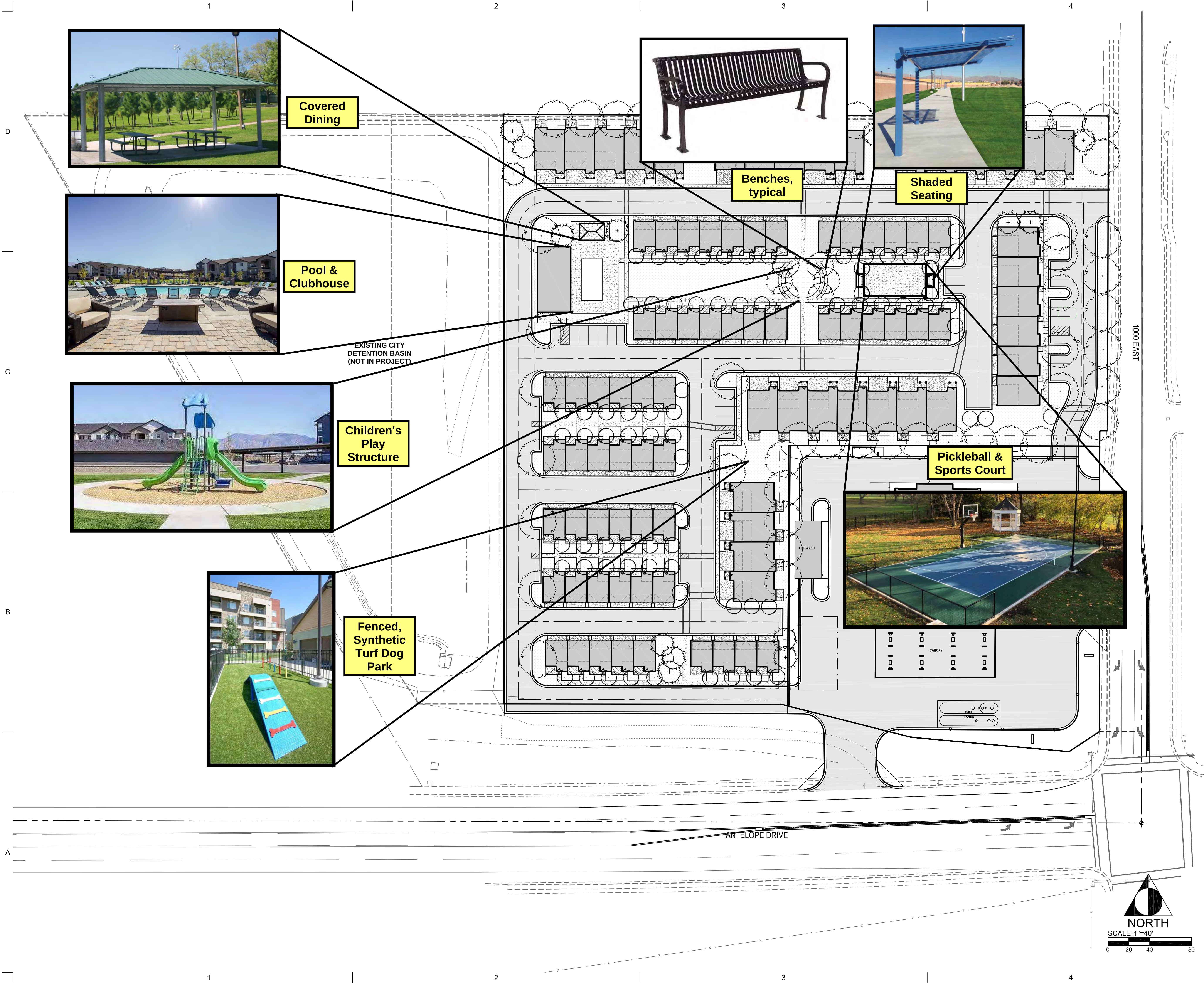
INDIGO SIXTEEN60

A TOWNHOME NEIGHBORHOOD

1000 EAST ANTELOPE DRIVE

CLEARFIELD, UTAH

PROJECT NO.		
DESIGNED BY: X.X.		
ISSUED:		
NO.	DATE	DESCRIPTION
REVISIONS:		
NO.	DATE	DESCRIPTION
△		
△		
△		
△		



INDIGO SIXTEEN60

A TOWNHOME NEIGHBORHOOD

1000 EAST ANTELOPE DRIVE

CLEARFIELD, UTAH

SEAL

PROJECT NO.

DESIGNED BY: X.X.

ISSUED:

NO.	DATE	DESCRIPTION

REVISIONS:

NO.	DATE	DESCRIPTION
△		
△		
△		
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CLEARFIELD CITY ORDINANCE 2021-15

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR THE PROPOSED DEVELOPMENT TO BE KNOWN AS INDIGO SIXTEEN60 LOCATED AT APPROXIMATELY 1608 SOUTH 1000 EAST (TINS: 12-066-0096, 12-066-0097, AND 12-066-0098) IN CLEARFIELD, DAVIS COUNTY, UTAH

PREAMBLE: This Ordinance approves a development agreement for the proposed development to be known as Indigo Sixteen60 located approximately at 1608 South 1000 East (TINs: 12-066-0096, 12-066-0097, and 12-067-0098) in Clearfield, Davis County, Utah.

WHEREAS, pursuant to an application received by the City's Community Development office, the City Council must consider a development agreement for the proposed development to be known as Indigo Sixteen60 located at approximately 1608 South 1000 East; and

WHEREAS, after a public hearing on the matter, the Clearfield City Planning Commission recommended to the Clearfield City Council that the development agreement be approved with modifications addressing the maintenance of the storm water basin being used as a park; and

WHEREAS, following proper notice, as set forth by state law, the City Council held a public hearing on the amended development agreement and allowed for public comment thereon; and

WHEREAS, after the public hearing, the City Council carefully considered any comments made during the public hearing, the developer/landowner's position, the challenges of using an active storm water basin as a park, as well as the Planning Commission's recommendations regarding the proposed development agreement; and

WHEREAS, following its public deliberation, the City Council has determined that the version of the development agreement proposed by the Planning Commission be further amended to remove the park space entirely while adding more amenities and a fence to the project because it would in the best interests of Clearfield City and its residents and will most effectively implement the City's planning efforts while allowing the subject properties to be put to its highest and best use;

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

Section 1. Development Agreement: The Development Agreement with Antelope Park Property, LLC governing the development to be known as Indigo Sixteen60 located at approximately 1608 South 1000 East is approved with the amendments proposed by the City Council and attached hereto as Exhibit "A".

Section 2. Effective Date: This Ordinance shall become effective only upon the developer's meeting of the conditions precedent as those set forth above and its posting in three public places within Clearfield.

Dated this 28th day of September, 2021, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

Clearfield City Planning Commission

September 28th, 2021





CLEARFIELD PARK AT ANTELOPE Development Agreement

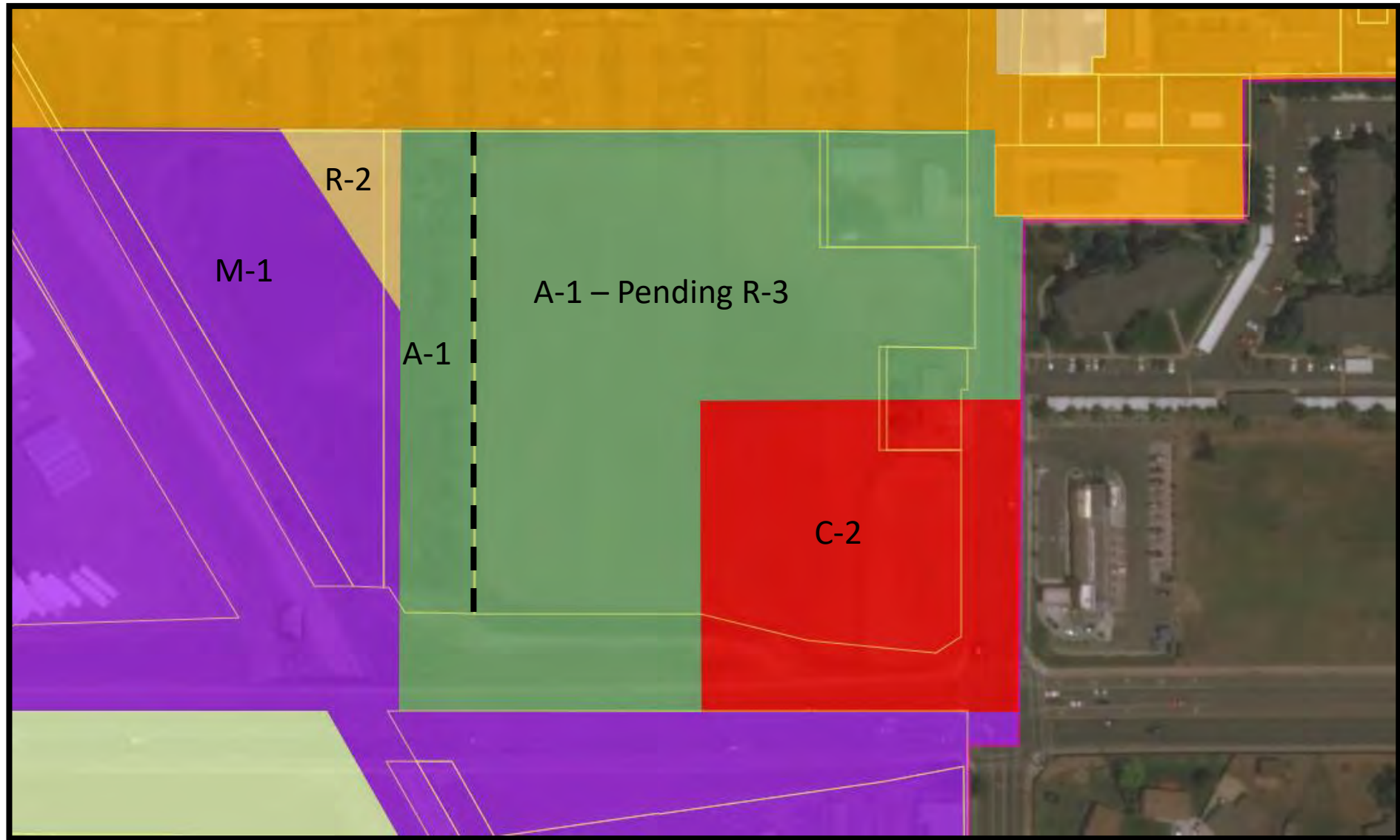
Background Information

- Current zoning: A-1 and C-2
 - R-3 zoning for lot 102 is pending until DA is finalized and executed
- 3 existing parcels to be consolidated into 2 parcels
- 2-Lot Subdivision (Commercial & Residential)
 - Lot 102 – is the larger lot for future townhome development (pending DA completion);
 - Lot 101 – is the corner lot for future convenience store/gas station
- Preliminary Plat was approved by the PC on August 18th, 2021
- Council to consider Final Plat and Development agreement at their September 1st, 2021, hearing
- Future development of these lots shall comply with all applicable City regulations and the Development Agreement.
- Public Hearing for the DA is required due to amendments to code standards.

Aerial/Zoning Image



Zoning Image



Concept Plan – 5.26.21



Development Agreement

o Development agreement includes:

- o Park proposal for 3-acre storm detention basin
- o Developers' contribution for park maintenance - \$30,000 annually
- o Developer cost breakdown for grass, irrigation, tree installation
- o DA provides developers duties, obligations and outlines standards for development of the project
- o Developer is proposing the City use a portion of the Park Impact fees (paid by developer) to allow the City to install any and all park amenities.
- o *Point of discussion with the commission is how to address the on the continuous viability of the park

o Consideration:

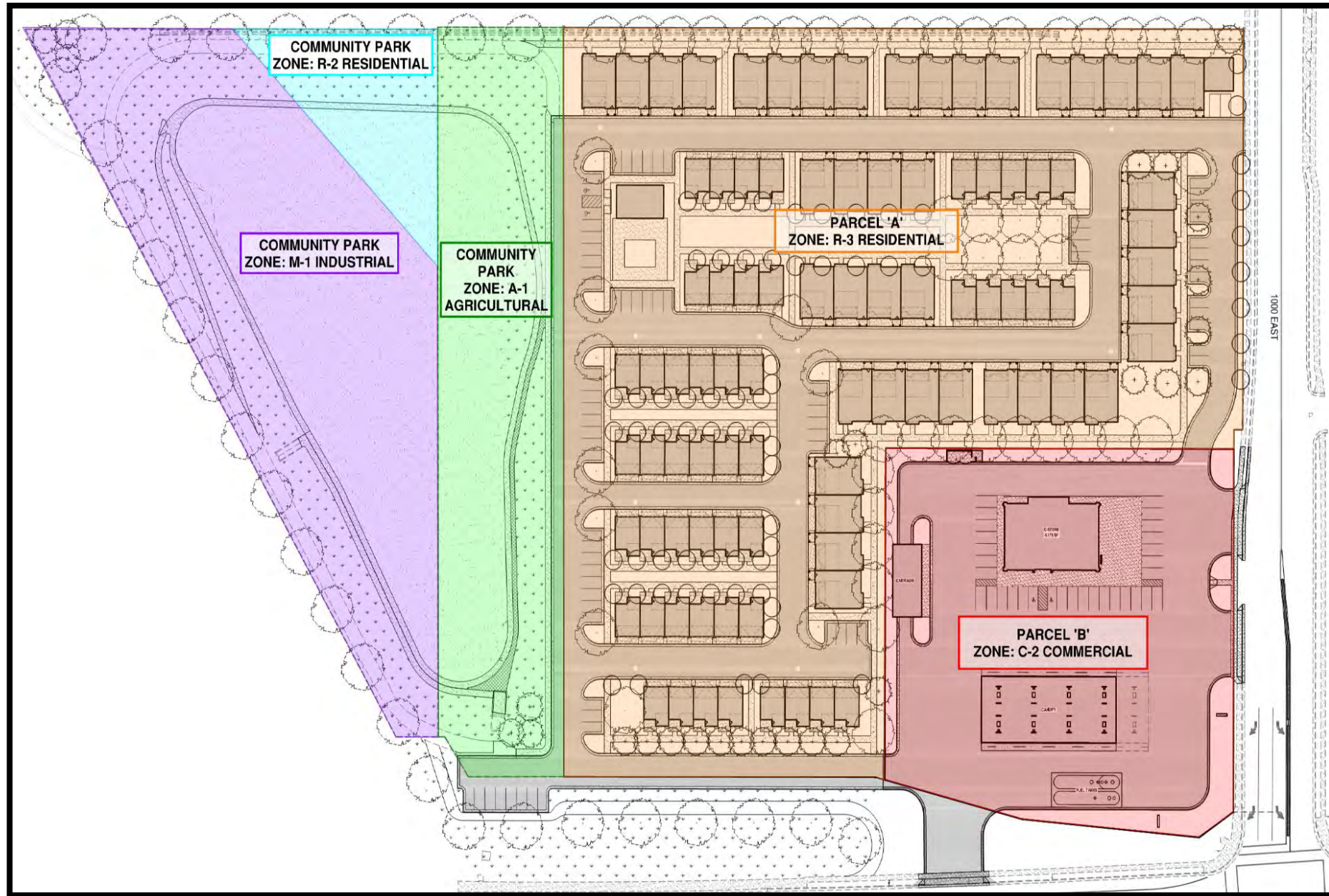
- o The City included language in the draft development agreement that allows for full discretion regarding the level of ongoing maintenance, up to and including the complete cessation of maintenance of the park. This included the level of water or cessation of water, as well as the "...complete abandonment of the City Park, including the removal of City Park amenities."
- o In response, Developer has proposed language that requires an 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.
- o 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.

Park at Antelope DA Exhibits

- *Exhibit A – Legal Description/Plat*
- *Exhibit B – Parcel Zoning*
- *Exhibit C – Site Plan*
- *Exhibit D – Architectural Plans (3 slides)*
- *Exhibit E – Phasing Plans*
- *Exhibit F – Park Plan and Development Costs (2 slides)*

CLEARFIELD PARK AT ANTELOPE A TOWNHOME NEIGHBORHOOD LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH RANGE 2 WEST SALT LAKE BASE & MERIDIAN CLEARFIELD, DAVIS COUNTY, UTAH JULY 2021		VICINITY MAP NO SCALE CLEARFIELD, DAVIS COUNTY, UTAH	
COUNTRY OAKS APARTMENTS		SURVEYOR'S CERTIFICATE I, <u>TRENT R. WILLIAMS</u>, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. <u>8642</u>, as represented under seal of the State of Utah. I further certify that by authority of the Owner, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereinafter to be known as, <u>CLEARFIELD PARK AT ANTELOPE, A TOWNHOME NEIGHBORHOOD</u>; and that the same has been correctly surveyed and plotted on the ground as shown on this plat. I further certify that all lot street frontage width and area requirements of the applicable zoning ordinances.	
CLEARFIELD CITY CORPORATION 12-066-0094 CLEARFIELD CITY A MUNICIPAL CORPORATION 12-066-0093		BOUNDARY DESCRIPTION MOTOWN VILLAGE AT LEGEND HILLS SUBDIVISION - SECOND AMENDED 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 western right-of-way line of 1000' East Street and its northern right-of-way line of Antelope Drive, and proceeding North 07°00'00" East 132.26 feet along the section line from North 89°52'00" West 45.00 feet to the Southeast Corner of said Section 12 and running thence along said northern right-of-way line the following four (4) courses and distances: 1) South 89°52'00" West 34.77 feet; 2) North 84°48'10" West 151.41 feet; 3) North 79°43'01" West 128.95 feet; 4) North 89°58'37" West 265.31 feet; Thence North 00°01'10" West 563.93 feet to the southerly line of COUNTRY OAKS APARTMENTS. Thence South 89°52'00" East 132.26 feet along said southerly line to the westerly right-of-way line of 1000' East Street. Thence along the westerly line of 1000' East Street the following three (3) courses and distances: 1) South 00°00'00" West 301.36 feet; 2) North 89°54'02" West 7.50 feet; 3) South 00°00'00" West 7.50 feet to the Point of Beginning. Containing 332,765 square feet or 7.638 acres ± 2 Lm.	
GENERAL NOTES: 1. PROPERTY IS ZONED COMMERCIAL ZONE C-2 (LOT 101) AND RESIDENTIAL R-3 (LOT 102).		LEGEND - SECTION CORNER - EXISTING STREET MONUMENT - PROPOSED STREET MONUMENT - SET SURVEY LINE WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "TENSON ENG. & LAND SURV." - PUBLIC - EASEMENT - EASEMENTS	
NOTE: UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNERS' EXPENSE, AT NO TIME MAY ANY PERMANENT STRUCTURE BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.		OWNER'S DEDICATION Known all men by these presents that I, we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, heretofore known as the _____ of _____, AD 20____, do hereby dedicate for public use of the public portion of land shown on map as indicated for Public use in where shown (1) see how lands are set apart (2) the _____ day of _____, AD 20____. By: _____ By: _____	
DEVELOPER U.S. DEVELOPMENT 471 WEST HERITAGE PARK BLVD., STE 5 LAYTON, UTAH 84041 (801) 544-3443		HORIZONTAL GRAPHIC SCALE HORZ. 1 inch = 60 ft.	
SURVEY RECORDING DATA DATE: _____ DRAWING NO.: _____		CLEARFIELD PARK AT ANTELOPE A TOWNHOME NEIGHBORHOOD LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH RANGE 2 WEST SALT LAKE BASE & MERIDIAN CLEARFIELD, DAVIS COUNTY, UTAH	
DAVIS COUNTY RECORDER ENTRY NO. _____ FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20____ AT _____ IN BOOK _____ OF OFFICIAL RECORDS PAGE _____ DAVIS COUNTY RECORDER BY _____ DEPUTY RECORDER		SHEET 1 OF 1 PROJECT NUMBER: 1001 DRAWN BY: C.H. RICH CHECKED BY: T.M. JAMES DATE: 7/2/21	

Exhibit B – Parcel Zoning



[illegible]

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

Exhibit D – Architectural Plans – Cont'd

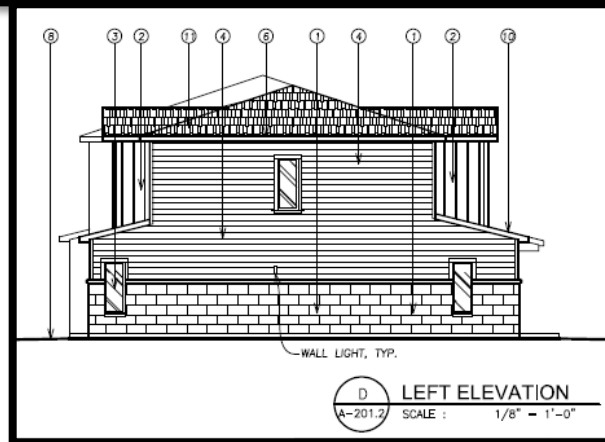


Exhibit D – Architectural Plans – Cont'd

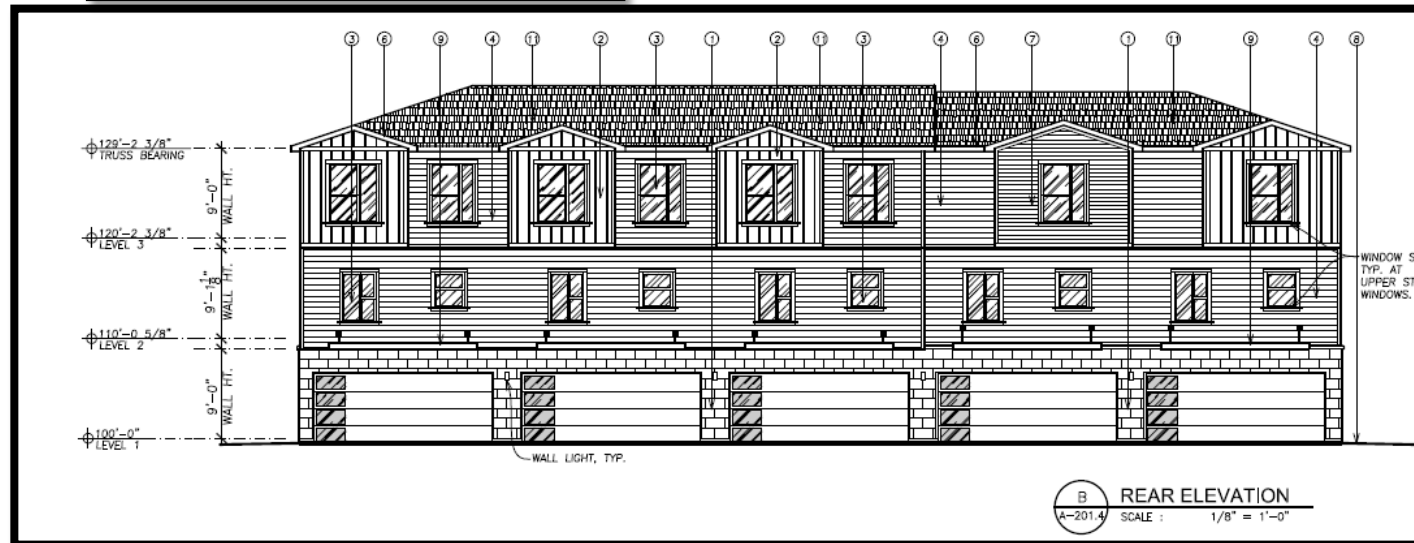
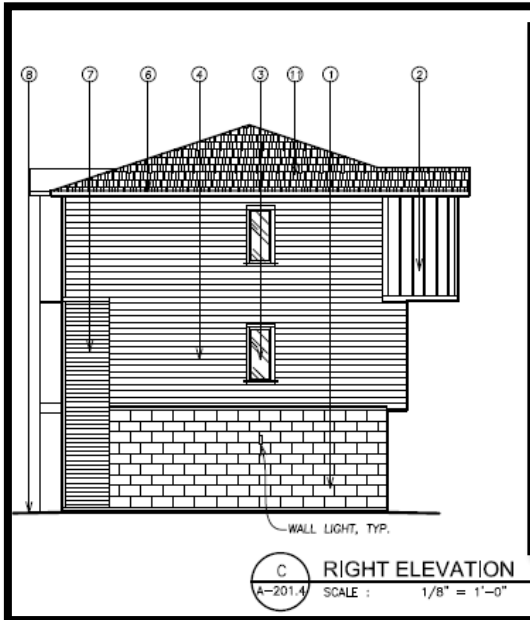


Exhibit E – Phasing Plans

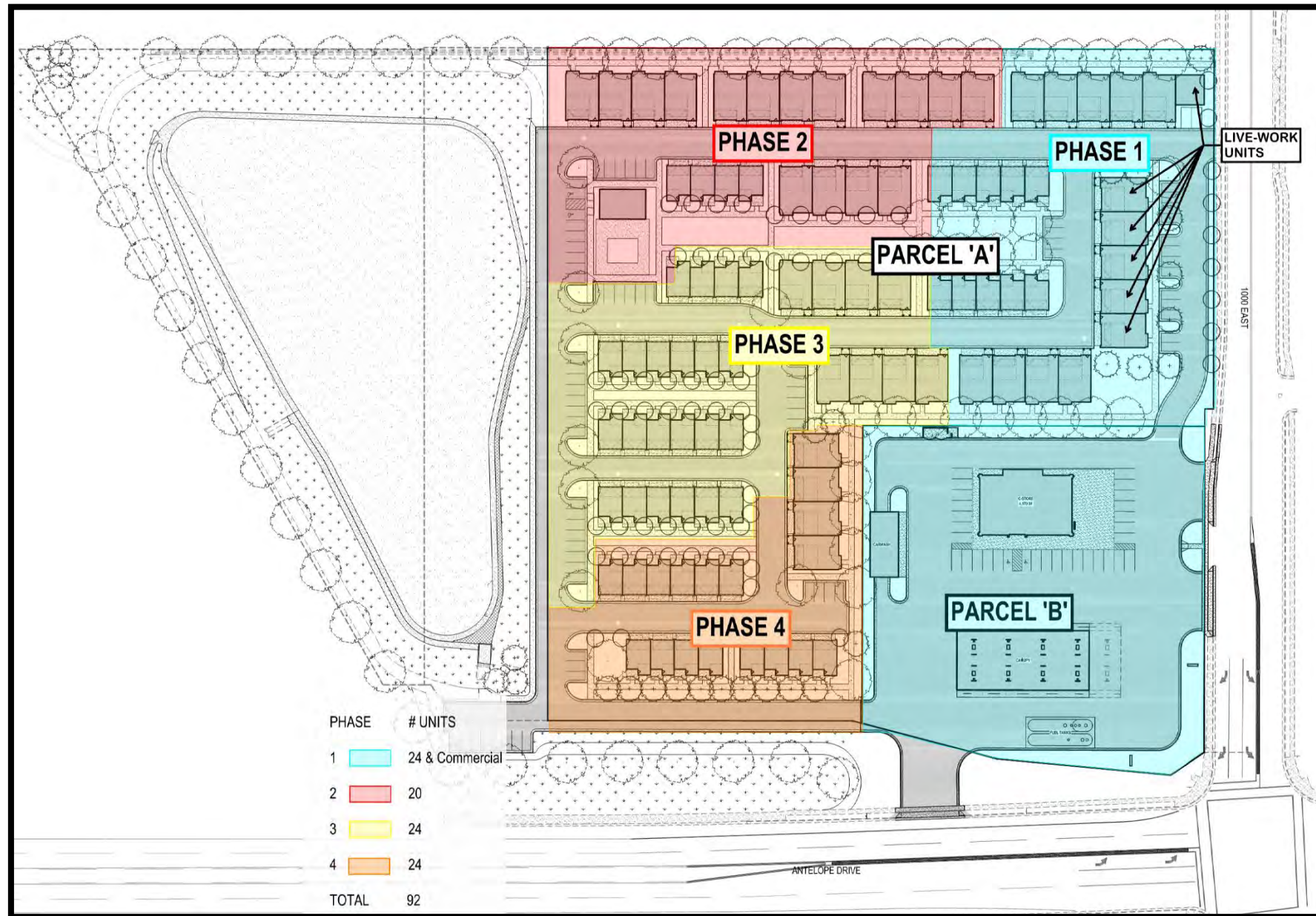


Exhibit E – Park Plan – Development Costs

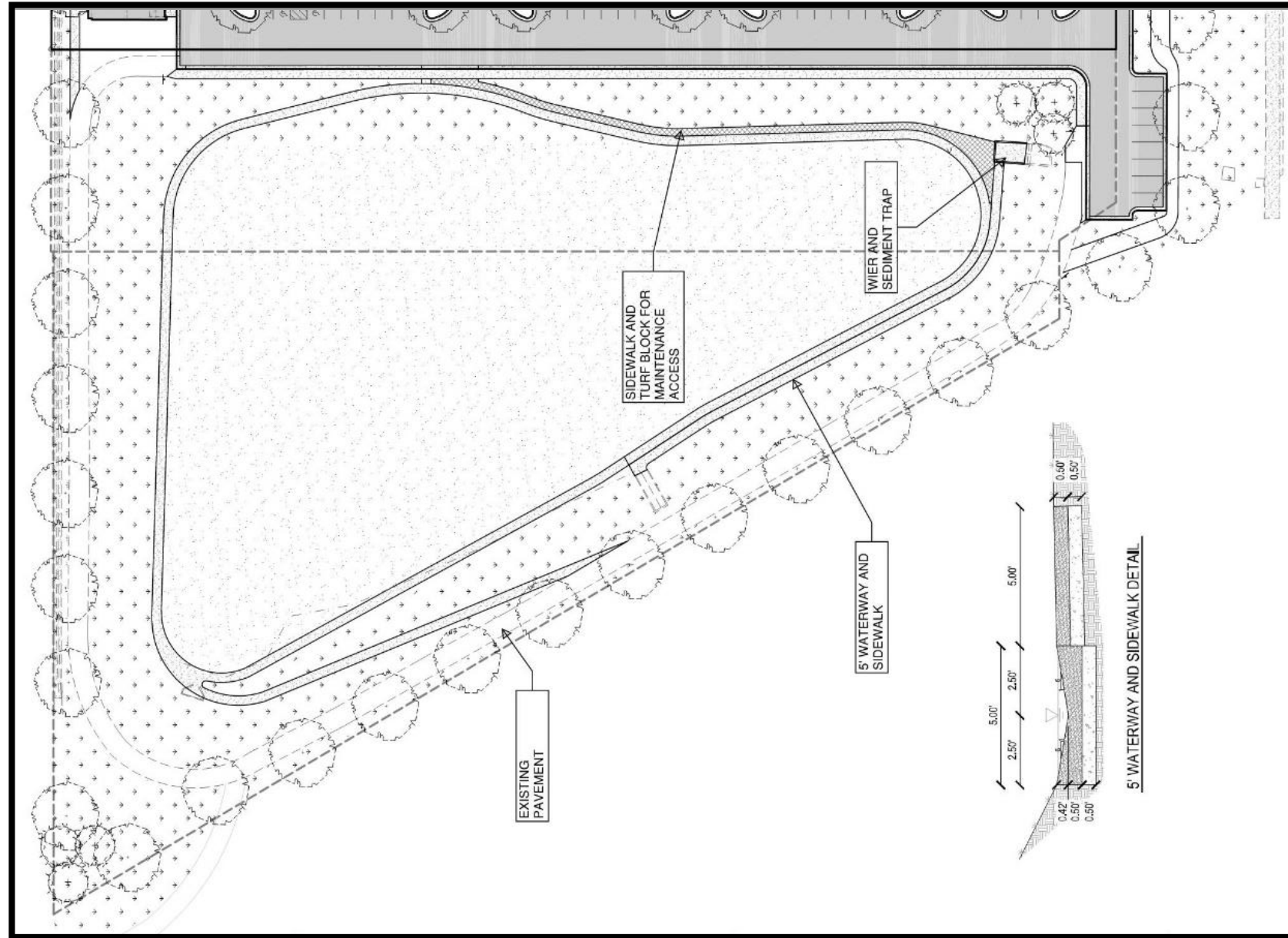


Exhibit E – Park Plan – Development Costs

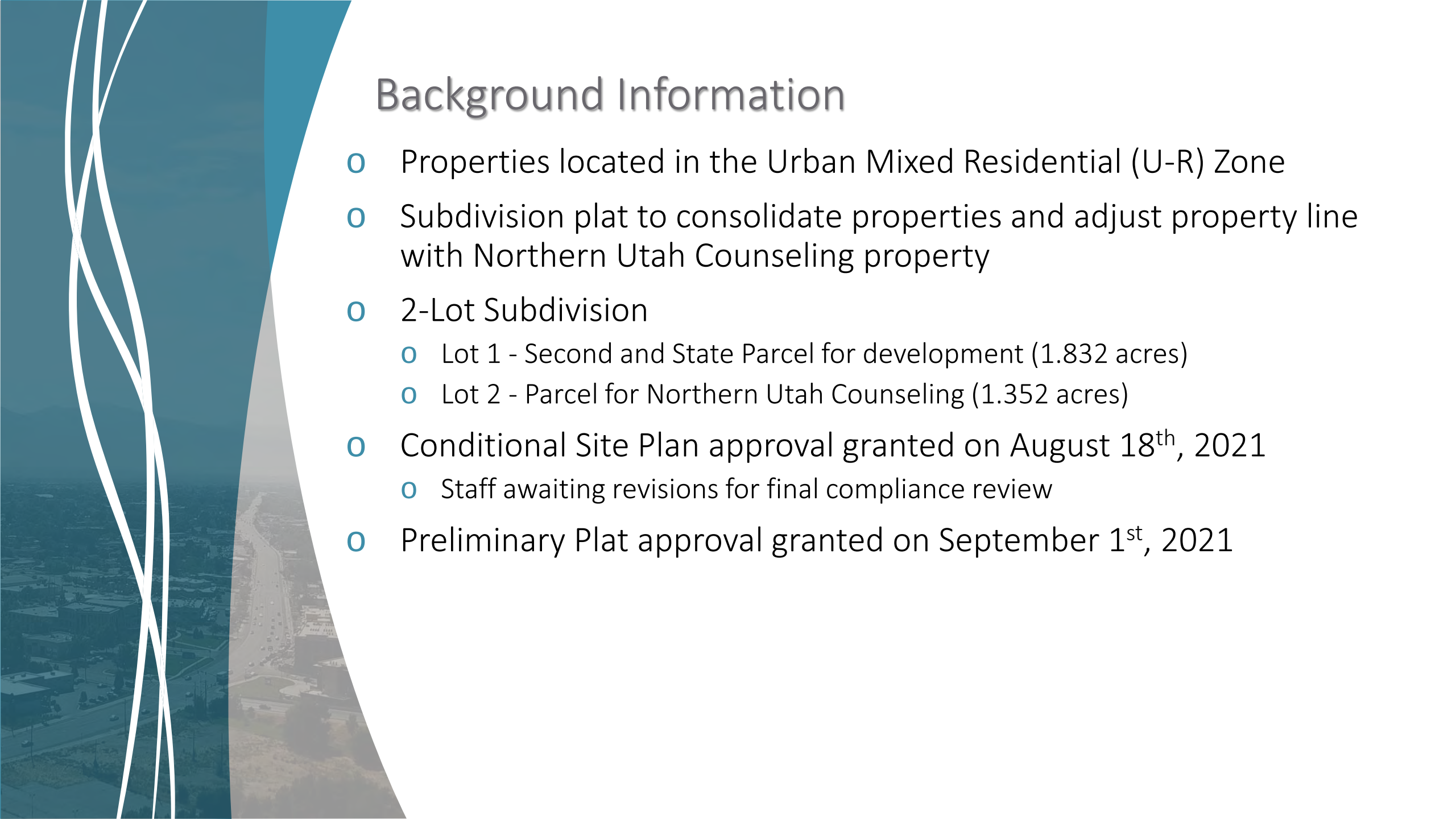
Quantity	Size/Unit	Description	Unit Price	Extended Price
IRRIGATION SYSTEMS				
1	LS	Irrigation System	\$ 133,195.00	\$ 133,195.00
		Subtotal		\$ 133,195.00
Quantity	Size/Unit	Description	Unit Price	Extended Price
SITE SOIL WORK				
1	LS	Clear, grub, haul debris off-site, including stumps	\$ 25,000.00	\$ 25,000.00
250	CY	Sidewalk	\$ 20.00	\$ 5,000.00
156700	SF	Sidewalk	\$ 0.07	\$ 10,969.00
		Subtotal		\$ 40,969.00
Quantity	Size/Unit	Description	Unit Price	Extended Price
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
Quantity	Size/Unit	Description	Unit Price	Extended Price
ROCK AND BARK MULCH				
5	CY	Shredded Bark Mulch for Tree Rings	\$ 100.00	\$ 500.00
		Subtotal		\$ 500.00
Quantity	Size/Unit	Description	Unit Price	Extended Price
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
Quantity	Size/Unit	Description	Unit Price	Extended Price
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
Quantity	Size/Unit	Description	Unit Price	Extended Price
GENERAL CONTRACTOR				
1	LS	Overhead and profit	5%	\$ 16,978.83
1	LS	Contingency	5%	\$ 16,978.83
		Project Total		\$ 373,534.15

Staff Recommendation

Staff recommends that the Planning Commission recommend approval of the proposed development agreement for the Clearfield Park at Antelope, with specific direction as to:

1. Approve the Development Agreement DRAFT A with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East and authorize the Mayor's signature to any necessary documents.
2. Approve the Development Agreement DRAFT B with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East and authorize the Mayor's signature to any necessary documents.
3. Approve the Development Agreement DRAFT A with Antelope Park Real Property LLC or the proposed mixed-use development located at approximately 1608 South 1000 East and remove all references and exhibits related to the construction of a City Park and replace with language requiring specific project amenities and fencing, as presented by Staff, and authorize the Mayor's signature to any necessary documents.
4. Deny the Development Agreement (all drafted versions) with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East.
5. Table consideration of the Development Agreement with Antelope Park Real Property LLC for the proposed mixed-use development located at approximately 1608 South 1000 East.

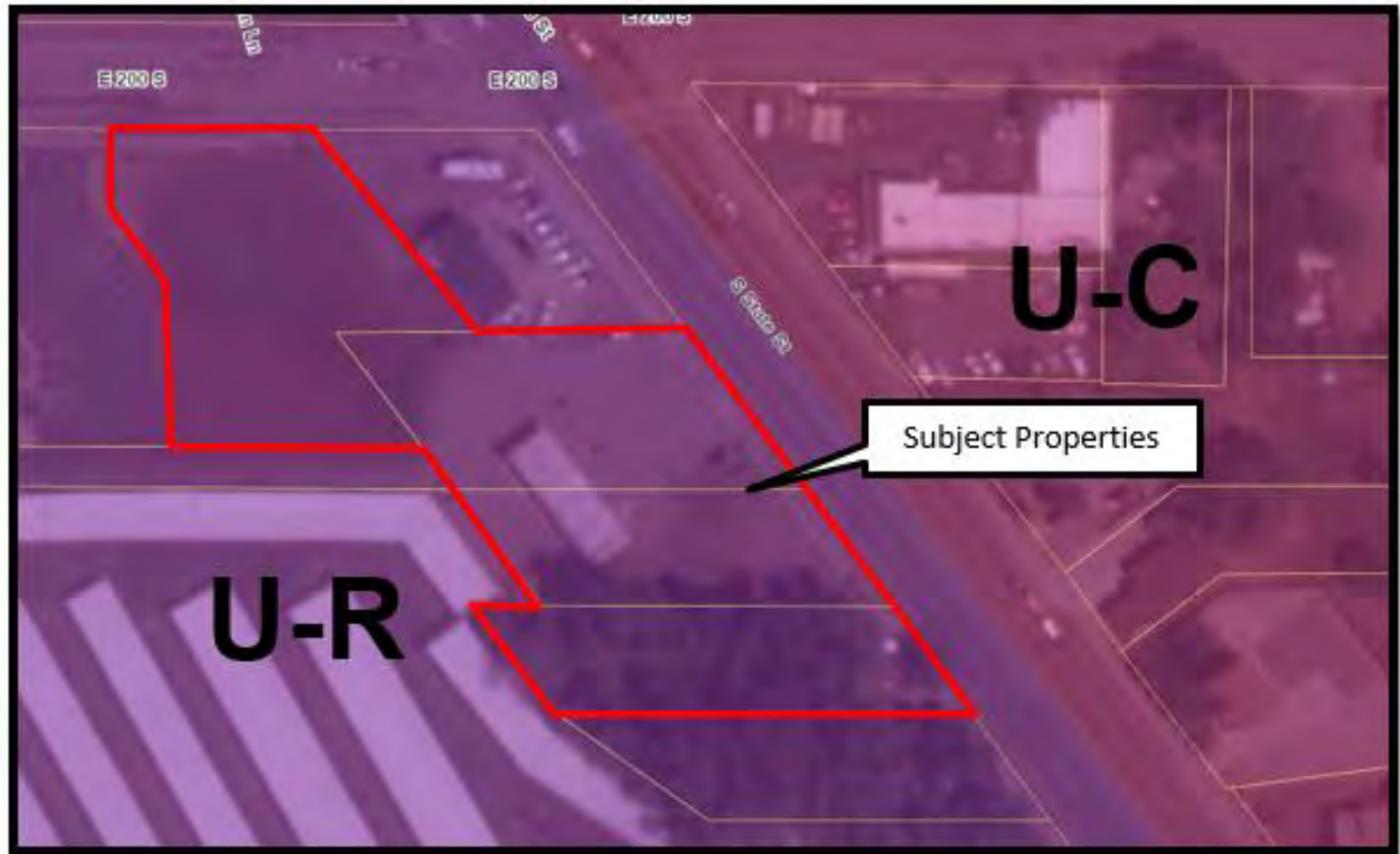
SECOND & STATE SUBDIVISION
Final Subdivision Plat
FSP 2021-040030

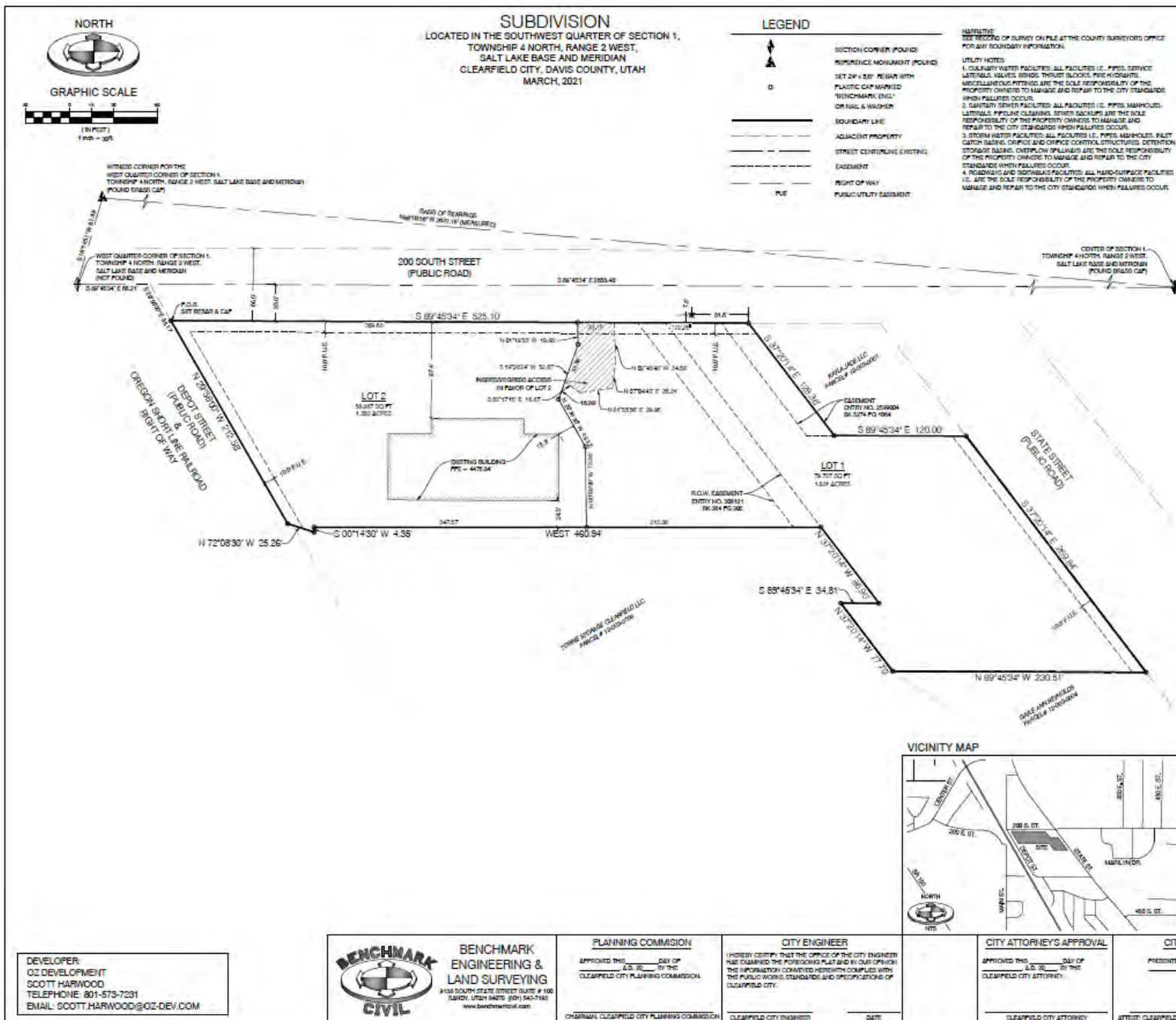


Background Information

- Properties located in the Urban Mixed Residential (U-R) Zone
- Subdivision plat to consolidate properties and adjust property line with Northern Utah Counseling property
- 2-Lot Subdivision
 - Lot 1 - Second and State Parcel for development (1.832 acres)
 - Lot 2 - Parcel for Northern Utah Counseling (1.352 acres)
- Conditional Site Plan approval granted on August 18th, 2021
 - Staff awaiting revisions for final compliance review
- Preliminary Plat approval granted on September 1st, 2021

Aerial Image & Zoning





SURVEYOR'S CERTIFICATE

I, DANN L. ULMAN DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 748036. IN ACCORDANCE WITH TITLE 63, CHAPTER 23, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-20-17, AND HAVE SUBMITTED SAID TRACT OF LAND INTO LOTS, TOGETHER WITH EASEMENTS, HEREINAFTER TO BE KNOWN AS:

SUBDIVISION

BOUNDARY DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF 200 SOUTH STREET AND THE EASTERLY RIGHT OF WAY LINE OF DEPOY STREET; SAID POINT BEING SOUTH 89°45'34" EAST 50.10 FEET AND SOUTH 72°08'30" EAST 31.17 FEET FROM THE WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; SAID QUARTER BEING SOUTH 15°15'14" WEST 41.48 FEET FROM THE WESTERN CORNER TO THE WEST QUARTER CORNER; BASES OF BEARING BEING SOUTH 60°00'00" EAST 100.00 FEET BETWEEN SAID WITNESS CORNER AND THE CENTER CORNER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST, AND PLANNING THENCE SOUTH 89°45'34" EAST 50.10 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO LATCH; THENCE SOUTH 72°08'30" WEST OF THE WESTERLY RIGHT OF WAY LINE OF DEPOY STREET, THENCE SOUTH 72°08'30" EAST 31.17 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF DEPOY STREET, THENCE SOUTH 72°08'30" EAST 31.17 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE, THENCE NORTH 89°45'34" WEST 120.00 FEET, THENCE NORTH 72°08'30" WEST 77.70 FEET, THENCE SOUTH 89°45'34" EAST 34.81 FEET, THENCE NORTH 72°08'30" WEST 50.00 FEET, THENCE WEST 40.00 FEET, THENCE SOUTH 89°45'34" WEST 4.35 FEET, THENCE NORTH 72°08'30" WEST 25.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DEPOY STREET, THENCE NORTH 89°45'34" WEST 21.50 FEET TO THE POINT OF BEGINNING, CONTAINING 138,833.00 SQ. FT. OR 3.140 ACRES, MORE OR LESS.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS PLAT, HAVE CAUSED A SURVEY AND THIS PLAT TO BE MADE OF THE PROPERTY AND HAVE CAUSED THE SAME TO BE SURVEYED, LAYED OUT, PRIVATE STREETS AND EASEMENTS, AND DO HEREBY DEDICATE THEIR PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. THE UNDERSIGNED OWNERS, CONSENTS TO RECORDECTION OF THIS PLAT.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 2021.

LLC ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of _____ }
ON THE _____ DAY OF _____, A.D. 2021, I, _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND SAID COUNTY OF _____, IN SAID STATE OF UTAH, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME, OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND IS THE _____ OF OZ DEVELOPMENT, INC., AND WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE SIGNED THE ABOVE OWNERS DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED FOR AND BEHALF OF OZ DEVELOPMENT, INC., LLC.

MY COMMISSION EXPIRES: _____ DATE: _____ COMMISSION NUMBER: _____
PRINTED NAME: _____ NOTARY PUBLIC
TITLE: _____ COMMISSIONED IN UTAH

ACKNOWLEDGEMENT

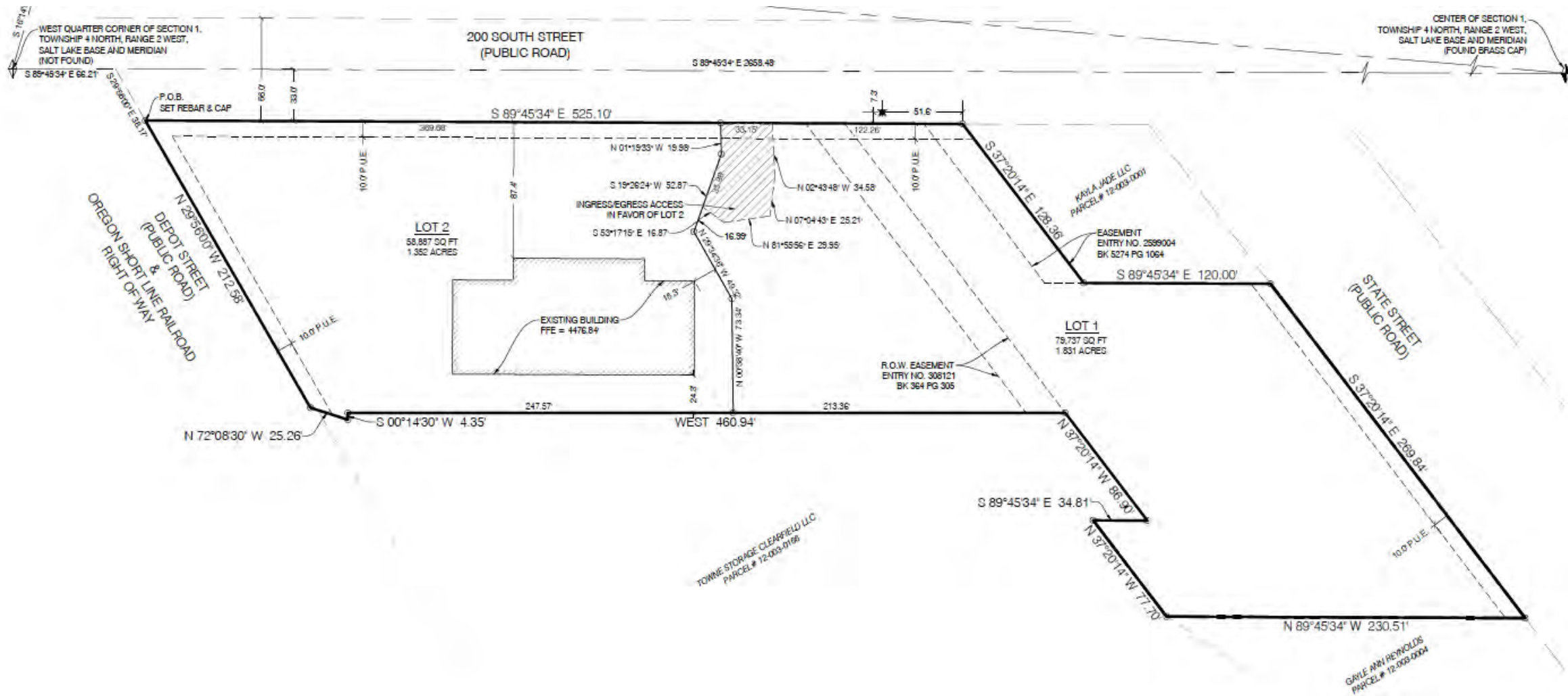
STATE OF UTAH } S.S.
County of _____ }
ON THE _____ DAY OF _____, A.D. 2021, I, _____, PERSONALLY APPEARED BEFORE ME, _____, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME, OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO, BY ME DULY ACKNOWLEDGED, DID SAY THAT HE/SHE IS THE _____ OF OZ DEVELOPMENT, INC., AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION NUMBER: _____ NOTARY PUBLIC (PRINT NAME)
MY COMMISSION EXPIRES: _____ (SIGNED) & NOTARY PUBLIC
COMMISSIONED IN _____

SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1,
TOWNSHIP 4 NORTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
CLEARFIELD CITY, DAVIS COUNTY, UTAH

SHEET 1 OF 1



Recommendation Final Subdivision Plat

Approve the Final Subdivision Plat for the Second & State Subdivision located at 49 East 200 South; 230, 246, & 260 S. State Street (TIN: 12-003-0173, 12-003-0275, 12-003-0273, 12-003-0084, 12-003-0085, & 12-003-0003) with the three conditions recommended by the Planning Commission, listed below, and authorize the Mayor's signature to any necessary documents.

These approvals are subject to the conditions below.

- 1) The plat shall be revised to comply with the comments outlined in the Engineering Review letter dated August 18th, 2021.
- 2) The right-of-way easements shall be vacated as part of the subdivision plat.
- 3) Future development of these lots shall comply with all applicable City regulations and shall be tied to the approval and recording of this subdivision plat.



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Melissa Kometscher, CDBG Coordinator
Shawn Robinson, Assistant City Attorney

MEETING DATE: September 28, 2021

SUBJECT: Consider Approval of the Consolidated Annual Performance Evaluation Report (CAPER)

RECOMMENDED ACTION

Approve 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
- Report
- PR26 – CDBG Financial Summary
- PR06 – Summary of Consolidated Plan
- PR10 – CDBG Housing Activities
- PR03 – CDBG Activity Summary Report
- Notice

CDBG

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



2020-2021

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Public Notices/Hearings	

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, 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. Round 1 Clearfield City received \$129,178 to be used towards Open Doors and Safe Harbor.

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	41	0.41%	100	41	41.00%
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	231	8.02%	720	231	32.08%

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. The number is below the expected amount due to COVID and limited capacity. 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	0
Black or African American	0
Native Hawaiian or Other Pacific Islander	0
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

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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.

<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.

<i>Services Provided</i>	<i>Amount</i>
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: 10

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 CDBG-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	0
White or Caucasian	33
Balance or individuals reporting more than one race	2

Open Doors - CV

Clearfield City provided \$65,178 through CDBG-CV to Open Doors to provide rent to 10 families, salary for foodbank workers at \$12.00 an hour, salary for a case manager at \$18.00 an hour, a Circle's coach at \$15.00 an hour, and the cost of benefits for the positions mentioned.

<i>Services Provided</i>	<i>Amount</i>
Operating costs for Domestic Violence Shelter including salaries	\$65,178.00
Total	\$65,178.00

Proposed to serve: N/A

Number of clients served: 0

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	0

Balance or individuals reporting more than one race	0
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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 choose 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

Resources and investments have been identified and made available during the 2020-2021 program year. The amount of \$108,125.34 was spent. This means 49.24% of the awarded amount of \$219,591 was spent. The remaining balance will need to be reprogrammed 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 the 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
Down payment 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

Clearfield City received the first round of CDBG-CV for \$129,178. Clearfield City allocated the amount of \$65,178 to Open Doors, and \$64,000 to 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 no 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.

	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.

Discuss how these outcomes will impact future annual action plans.

Clearfield City exceeded the goal and 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.

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, and the Balance of State Continuum of Care, to ensure participation in efforts that identify and assess the needs of homeless persons living in Clearfield City. In addition, the Clearfield 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

Clearfield City funded the only emergency shelter provider in Davis County. The emergency shelter is Safe Harbor/Davis Citizens' Coalition Against Violence that serves those who are victims of domestic violence and sexual 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.

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. These coordination efforts are important to continue to assist homeless persons make the transition to permanent housing and independent living. Clearfield City allocates funding to the Open Doors Circle's program to provide financial literacy courses to low-income individuals to help break the cycle of poverty.

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 Clearfield City continually works with service providers, Clearfield 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 resident to become more involved.

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)

Clearfield 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 Clearfield 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 Clearfield 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, Clearfield City will provide a variety of housing options, from townhomes, apartments, and other future single family housing opportunities. Each project, working closely with Clearfield 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 Clearfield 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. Clearfield 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. Clearfield 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)

None of the funds given to Clearfield City were used to covered contracts or new hires during the 12-month period.

Clearfield City funded three organizations that help reduce the number of poverty-level families. The first organization is Open Doors. Open Doors provides 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.

Next, Clearfield City funded the Davis Community Learning Center 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.

Clearfield city funded Safe Harbor staff to provide services to those who have left domestic violence and now facing poverty. The staff assist those who come into the shelter with life skills and to find stable housing.

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

Clearfield 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)

To achieve the requirement from HUD, Clearfield 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 Clearfield 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)

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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 Clearfield 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.**

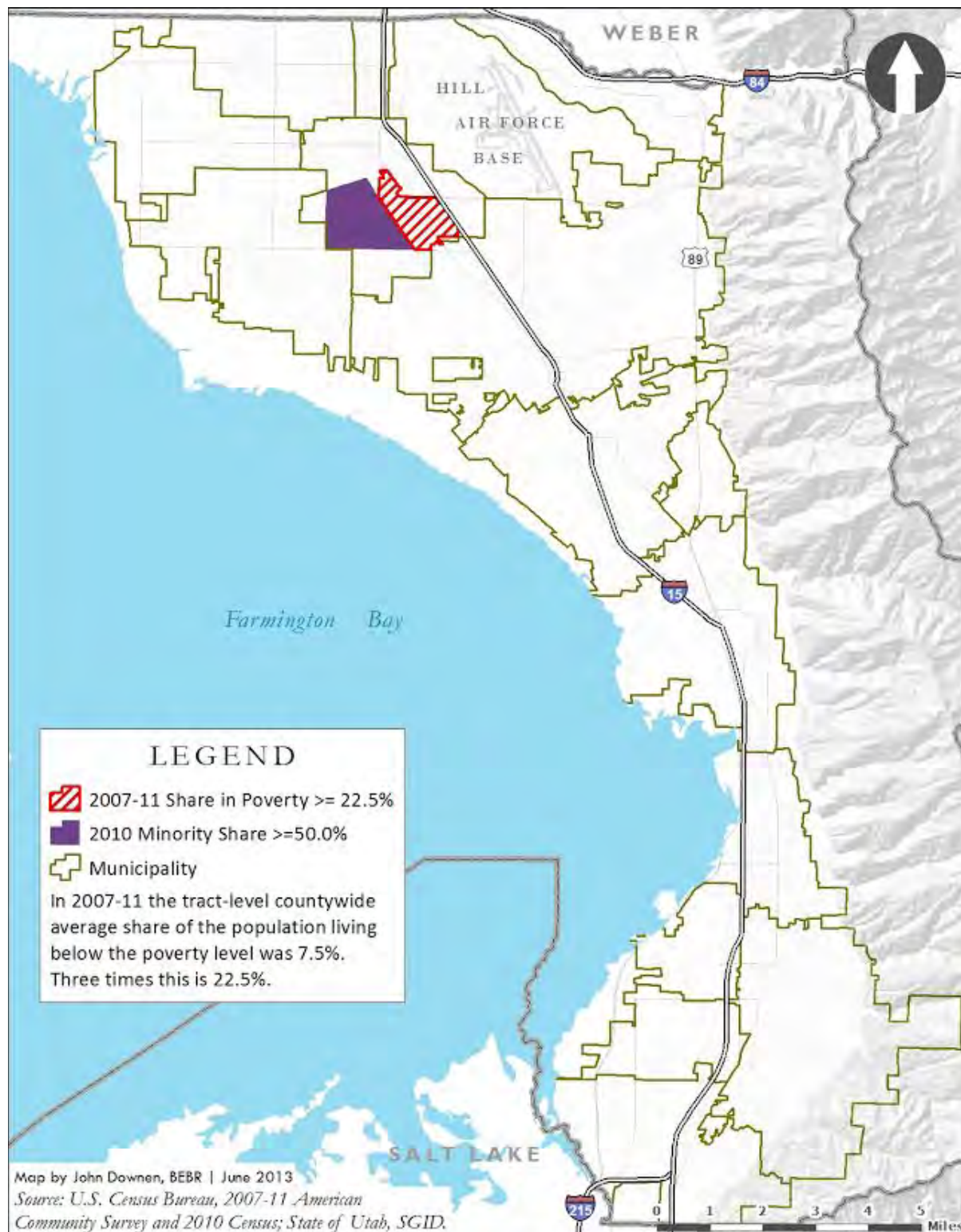
The tract on the west has very little population living there and it is mainly an industrial area. However, the tract shown on the east could greatly benefit by investment. Improvements to these neighborhoods in terms of infrastructure and public transportation, improving Title 1 schools and supporting 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 City 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 City 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 City 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).



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. Clearfield City's Community Development staff work under the direction of the Community Development Director who works under the Clearfield City Manager, Mayor and City Council.

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

A HUD representative monitored 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 to 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.

Clearfield 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 adopt 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 20, 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 no changes to Clearfield City's program objectives during the 2020-2021 year.

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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PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	143,566.42
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	23,099.06
08 TOTAL AVAILABLE (SUM, LINES 01-07)	386,256.48

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	30,136.06
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	112,398.14
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	405.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	119,293.69
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	266,962.79

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)	70.13%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2020 PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	82,262.08
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	78,821.83
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	95.82%

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	8,206.86
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	10,123.11
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	28,380.83
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)	12.69%

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	42,767.20
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	7,533.49
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	41,724.26
42 ENTITLEMENT GRANT	219,591.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	23,099.06
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	242,690.06
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	17.19%



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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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PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	237,164.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL AVAILABLE (SUM, LINES 01-03)	237,164.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	33,936.25
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	33,936.25
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	203,227.75

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	0.00
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	0.00
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	33,936.25
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	0.00%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	33,936.25
17 CDBG-CV GRANT	237,164.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	14.31%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
20 CDBG-CV GRANT	237,164.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	0.00%



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LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

Report returned no data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

Report returned no data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Report returned no data.

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	9	155	6468274	Safe Harbor-CV	05G	URG	\$13,623.00
			6497576	Safe Harbor-CV	05G	URG	\$20,313.25
Total							\$33,936.25

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

Report returned no data.

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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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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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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

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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

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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



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

Objective: Provide decent affordable housing
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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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.	



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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	Objective:	Create suitable living environments
Location:	660 W Mutton Hollow Rd Kaysville, UT 84037-1126	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.	



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

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



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Brad McIlrath, Senior Planner

MEETING DATE: Tuesday, September 28th, 2021

SUBJECT: Discussion and Possible Action on **FSP 2021-040030**, final subdivision plat request by Scott Harwood with Oz Development, for the Second & State Apartments Subdivision; for the subject properties. **Location:** 49 East 200 South; 230, 246, & 260 S. State Street (TIN: 12-003-0173, 12-003-0275, 12-003-0273, 12-003-0084, 12-003-0085, & 12-003-0003). **Project Area:** 3.183 Acres. **Zone:** U-R (Urban Mixed Residential). **Planner:** Brad McIlrath (**Administrative Action**).

RECOMMENDATION

Approve the Final Subdivision Plat for the Second & State Subdivision located at 49 East 200 South; 230, 246, & 260 S. State Street (TIN: 12-003-0173, 12-003-0275, 12-003-0273, 12-003-0084, 12-003-0085, & 12-003-0003) with the three conditions recommended by the Planning Commission and authorize the Mayor's signature to any necessary documents.

PLANNING COMMISSION RECOMMENDATION

During the Planning Commission meeting on Wednesday September 1st, 2021, the Clearfield City Planning Commission approved as conditioned, PSP 2021-040030, a preliminary subdivision plat request by Scott Harwood with Oz Development, for the Second & State Apartments Subdivision; for the subject properties located at 49 East 200 South; 230, 246, & 260 S. State Street (TIN: 12-003-0173, 12-003-0275, 12-003-0273, 12-003-0084, 12-003-0085, & 12-003-0003).

During that meeting the Planning Commission also forwarded a recommendation of approval to the Clearfield City Council FSP 2021-040030, final subdivision plat request by Scott Harwood with Oz Development, for the Second & State Apartments Subdivision; for the subject properties. The final plat was also discussed with the Council during a work session held on Tuesday, September 14th, 2021. During the meeting members of the Council has questions about the access for the property and expressed concerns about the corner parcel not being included in the proposal.

DESCRIPTION / BACKGROUND

On August 18th, 2021, the Planning Commission granted site plan approval for the Second & State Apartments, a 116-unit multi-family development involving the subject properties. The purpose of the proposed 2-lot subdivision is to consolidate the existing parcels of land and divide them into two separate lots: the first for the future development of the Second & State Apartments and the second for the Northern Utah Counseling business located along 200 South.



The subdivision will create a larger lot for the apartments to accommodate vehicular access and parking while reducing the property size for the counseling business that does not need as much land or parking. In the event that the Northern Utah Counseling lot is redeveloped in the future, public improvements along 200 South and Depot Street will be required at that time.

PRELIMINARY & FINAL SUBDIVISION PLAT REVIEW

The proposed subdivision plat submission does not include civil improvement or utility drawings as those have been included in the site plan submittal for the Second State Apartments. Lot 1 is for the Second & State Apartments development and Lot 2 is for the Northern Utah Counseling business. Lot 1 has a proposed area of 1.831 acres and Lot 2 has a proposed area of 1.352 acres. There is an ingress/egress easement proposed on Lot 1 along the 200 South frontage to provide vehicular access for both lots. Due to the code requirement to provide parking for the Second State Apartments project as part of the site plan approval, the shared lot line and ingress/egress easement may need to be shifted further to the west.

The proposed plat includes a ten foot (10') public utility easement along the frontage property lines but the easement will need to be extended around the entire boundary and between the two lots as called out in the engineering review letter. The plat also indicates a right-of-way (ROW) easement along Lot 1; however, when staff has researched this easement, it no longer appears to be on record with Davis County. As the Form-Based Code will be amended to remove a street that would cross between these properties, staff recommends that this easement be further researched by the applicant and if needed, vacated as part of the subdivision plat. The Depot Street ROW width will need to be shown on the plat and if needed dedication of some of Lot 2 to ensure the ROW width for Depot Street meets the standard called out by engineering.

There is a twenty foot (20') wide ROW easement over the current Northern Utah Counseling property for the carwash properties along State Street. This easement is shown on Lot 1 of the proposed plat but may no longer be needed with the establishment of the new ingress/egress easement mentioned above. This easement, along with the other ROW easement mentioned above may also need to be vacated with this subdivision plat.

Lot Area, Frontage, and Setback Regulations

The proposed lots comply with the minimum regulations for lots in the U-R Zone.

CITY DEPARTMENT REVIEW

The plat was shared for review by City Planning, Engineering, and Public Works Staff on August 12th, 2021. As of the date of this report, Engineering Staff provided a review on August 18th, 2021, which is attached to this report. In addition to the engineering comments provided in the review letter, Planning Staff recommends that the two ROW easements be vacated as part of this plat because they will no longer serve a purpose for development of these properties.



PUBLIC COMMENT

A public notice sign was posted on August 20th, 2021, along the State Street frontage. To date, staff has not received comments or questions regarding the subdivision.

FINAL SUBDIVISION PLAT FSP 2021-040030 - CONDITIONS OF APPROVAL

- 1) The plat shall be revised to comply with the comments outlined in the Engineering Review letter dated August 18th, 2021.
- 2) The right-of-way easements shall be vacated as part of the subdivision plat.
- 3) Future development of these lots shall comply with all applicable City regulations and shall be tied to the approval and recording of this subdivision plat.

ATTACHMENTS

1. Subdivision Plat
2. Engineering Review Letter dated August 18th, 2021

