

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
March 11, 2014 – POLICY SESSION

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

Mission Statement: To provide leadership in advancing core community values; sustain safety, security and health; and provide progressive, caring and effective services. We take pride in building a community where individuals, families and businesses can develop and thrive.

6:00 P.M. WORK SESSION

Discussion on the Syringa Franchise Agreement

Discussion on Imposing a RAMP Tax
Discussion on a Traffic Study for 700 South 1000 West
Discussion on the (A-1) Agricultural Zone
Discussion on a Quarterly Neighborhood Meeting Plan

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

7:00 P.M. REGULAR SESSION

CALL TO ORDER:

Mayor Shepherd

OPENING CEREMONY:

Councilmember Jones

APPROVAL OF MINUTES:

January 31, 2014 – Work Session

February 11, 2014 – Work Session

February 18, 2014 – Work Session

February 25, 2014 – Work Session

February 25, 2014 – Policy Session

PRESENTATIONS:

1. **APPROVE THE DeMOLAY PROCLAMATION DECLARING THE MONTH OF MARCH 2014, DeMOLAY MONTH IN CLEARFIELD CITY**

BACKGROUND: DeMolay is a character-building organization consisting of young men between the ages of 12-21 seeking to prepare them to become better leaders within the Community. The organization has carried out civic services for over eighty years.

RECOMMENDATION: Approve the DeMolay Proclamation declaring the month of March 2014, DeMolay month in Clearfield City and authorize the Mayor's signature to any necessary documents.

PUBLIC HEARING:

2. PUBLIC HEARING TO RECEIVE COMMENT ON THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ONE YEAR ACTION PLAN FOR PROGRAM YEAR JULY 1, 2014 TO JUNE 30, 2015.

BACKGROUND: Attached is a copy of the proposed 2014-2015 Community Development Block Grant (CDBG) One Year Action Plan. Citizens are given the opportunity to review the One Year Action Plan in the Community Development Department from March 12, 2014 until April 10, 2014. The final copy will be presented to the Council on April 22, 2014.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

3. CITIZEN COMMENTS
4. CONSIDER APPROVAL OF RESOLUTION 2014R-05 APPROVING THE CLEARFIELD STATION MASTER DEVELOPMENT AGREEMENT

BACKGROUND: Clearfield Station is a proposed mixed-use development on the 70 acres adjacent to the FrontRunner station located at 1250 South State Street. The project is a combination of flex business space (at least 400,000 sf), office space (at least 450,000 sf), retail space (at least 10,500 sf), and multi-family residential (550 units max). This Master Development Agreement with the Thackeray Garn Company (Developer) and UTA (property owner) sets forth the terms under which the development may proceed.

RECOMMENDATION: Approve Resolution 2014R-05 approving the Master Development Agreement with the Thackeray Garn Company and UTA for the Clearfield Station project, and authorize the Mayor's signatures to any necessary documents.

5. CONSIDER APPROVAL OF ORDINANCE 2014-05 AUTHORIZING THE REZONE OF PROPERTY LOCATED AT APPROXIMATELY 1250 SOUTH STATE STREET FROM (M-1) MANUFACTURING AND (C-2) COMMERCIAL TO (MU) MIXED USE AND APPROVING THE ASSOCIATED MASTER DEVELOPMENT PLAN TO FACILITATE DEVELOPMENT OF THE CLEARFIELD STATION PROJECT

BACKGROUND: This application from Thackeray Garn Company requests rezoning of 70 acres of UTA property from (M-1) Manufacturing and (C-2) Commercial to (MU) Mixed Use (the rezoning will not become effective until the Master Development Agreement has been fully executed by all parties). The MU zone requires that a Master Development Plan (MDP) be prepared by the applicant. The MDP for this project, known as Clearfield Station, details a mixed use project which includes flex business, office, retail and residential development. After several months of review and revisions, the Planning Commission recommended approval of the rezone and MDP during its meeting on November 6, 2013.

RECOMMENDATION: Approve Ordinance 2014-05 authorizing the rezone of property located at approximately 1250 South State Street from (M-1) Manufacturing and (C-2) Commercial to (MU) Mixed Use and adopting the associated Master Development Plan to facilitate development of the Clearfield Station project and authorize the Mayor's signature to any necessary documents.

6. CONSIDER APPROVAL OF THE FRANCHISE/RIGHTS- OF- WAY AGREEMENT WITH SYRINGA NETWORKS, LLC TO OPERATE A TELECOMMUNICATIONS NETWORK

BACKGROUND: Syringa Networks LLC desires to construct, maintain and operate a telecommunications network within the City. City Code governs the application and review process for telecommunications franchises in the City. This agreement allows Syringa to construct, maintain and operate such a system in Clearfield.

RECOMMENDATION: Approve the Franchise/Rights-of-Way Agreement with Syringa Networks, LLC to construct, maintain and operate a telecommunications system in Clearfield City and authorize the Mayor's signature to any necessary documents.

COMMUNICATION ITEMS:

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

****ADJOURN AS THE CITY COUNCIL AND RECONVENE AS THE CDRA****

1. CONSIDER APPROVAL OF THE MINUTES FROM THE CLEARFIELD DEVELOPMENT AND RENEWAL AGENCY (CDRA) SESSION HELD ON FEBRUARY 11, 2014 AND THE FEBRUARY 18, 2014 WORK SESSION
2. CONSIDER APPROVAL OF RESOLUTION 2014R-06 ADOPTING THE FINAL BUDGET FOR THE CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA (CDA)

BACKGROUND: The CDRA adopted the Draft Project Area Budget for the Clearfield Station Community Development Area (CDA) on October 22, 2013. The Agency's staff negotiated with all taxing entities and each approved participation in the Project Area based on the Draft Budget.

RECOMMENDATION: Approve Resolution 2014R-06 adopting the Final Budget for the Clearfield Station Community Development Project Area (CDA) and authorize the Chair's signature to any necessary documents.

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

Dated this 6th day of March, 2014.

/s/Kimberly S. Read, Deputy 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.

CLEARFIELD CITY COUNCIL MEETING MINUTES
9:00 A.M. WORK SESSION
BUDGET RETREAT
January 31, 2014

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Ron Jones	Councilmember
	Mike LeBaron	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Asst. City Manager
	Brian Brower	City Attorney
	Scott Hodge	Public Works Director
	Kim Dabb	Operations Manager
	Greg Krusi	Police Chief
	Mike Stenquist	Assistant Police Chief
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Rich Knapp	Administrative Services Director
	Summer Palmer	Human Resources Manager
	Jessica Hardy	Accountant
	Nancy Dean	City Recorder
	Kim Read	Deputy Recorder

Visitors: Quinn McKay

Mayor Shepherd called the meeting to order at 9:00 a.m.

Adam Lenhard, City Manager, explained use of the Hale Center Theatre for the retreat had been made available through a donation. He reviewed the agenda with the Council and suggested the members participate in the meeting today with the perspective of a “Board of Directors” of the City.

BUDGET 101 TRAINING

Rich Knapp, Administrative Services Director, reviewed the City’s assets and revenues with the Council. He explained those things which should be considered by the Council in establishing a budget. He shared a visual presentation illustrating the City’s revenues and expenses. He pointed out the City was regulated by Governmental Accounting Standards Board (GASB) for all governmental activities and funds.

Jessica Hardy, Accountant, explained the difference between the various accounting funds designated by the City and reviewed and explained how revenues were received for each with the Council. Expenditures, where applicable, were also explained and reviewed. She also reviewed the budget process used by the finance department.

Mr. Knapp reviewed the City's current debt identifying the specific bonds, when they were issued, the amount and purpose of each. He reviewed the City's debt history with the Council. He reported the legal debt limit allowed for the City and stated the City was significantly below that limit. A discussion took place regarding the City's current bonds and potential future bonding.

Mr. Knapp explained how residents' property taxes were distributed by each taxing entity.

The Council took a break at 10:10 a.m.

The meeting resumed at 10:35 a.m.

Mr. Knapp reviewed the Sales Tax, Energy Use Tax and Property Tax revenues with the Council. He also reviewed revenues associated with the Aquatic Center and court fines and a discussion took place. He reviewed enterprise fund revenues. He explained the general fund Balance and informed the Council the City currently had an excess of approximately two million dollars in unrestricted fund balance. He reminded the Council it had designated a large portion of that toward road infrastructure projects. Adam Lenhard, City Manager, pointed out there would still be approximately \$800,000, after that expenditure designation, which could be appropriated for other projects.

A handout was distributed identifying the Vision 2020 Strategic Plan which illustrated the strategies and tactics which had been accomplished and the 2014-2015 goals and priorities recommended by staff. He mentioned the Council could direct staff to go another direction than what was being recommended.

Mr. Lenhard directed the Council to the Economic Environment of the strategic plan reviewing economic development activities identified on the handout specific to the 2014-2015 recommended goals. Councilmember Young requested clarification regarding the Buxton SCOUT subscription renewal. JJ Allen, Assistant City Manager, clarified a new study wouldn't be completed; however, updated information would be made available to the City with the subscription.

Councilmember Bush inquired about the Shop Clearfield campaign. Mr. Allen stated videos would be made which could be accessed from the City's website. He continued this was tied to the City's branding campaign. Councilmember LeBaron requested clarification on the intent of the videos. Mr. Lenhard explained the videos would be designed as more of an enhancement specific to the City as opposed to promoting specific businesses. He requested direction from the Council on its desire to promote Clearfield. Mayor Shepherd suggested using a video to promote, for example, the new website or recreation program, as opposed to reading an article. He asked that the City to prepare videos that would provide some of the information developed for Clearfield University. Curtis Dickson, Community Services Deputy Director, suggested

partnering with Weber State University students studying video programming. Mayor Shepherd pointed out the City wouldn't want to lose control of its vision specific to the video and reminded staff about the video contest which took place a few years ago which hadn't been successful.

Councilmember Young requested clarification about the Shop Clearfield strategy. Mr. Allen stated staff hadn't decided what method it intended to use in promoting the Shop in Clearfield campaign. Mayor Shepherd suggested keeping the focus on informing people about the types of businesses and the things which could be purchased in Clearfield and a discussion took place. Councilmember Young desired an awareness campaign which wouldn't incur significant costs to the City.

Councilmember Bush inquired if it were feasible to link a company's website to the City website. Councilmember LeBaron pointed out potential challenges in doing that when a business might only be operational for a short time and its information remaining on the City's website.

Councilmember Young inquired as to what it would take on behalf of the City to incentivize a small business owner to remodel his/her building to enhance the aesthetics of facilities located along State Street. Mr. Allen inquired if the Council were interested in implementing a loan program for façade and landscaping improvements for small business owners. Councilmember LeBaron suggested very specific parameters would need to be designated and in place to control the use of the loan funds in order to recognize the impact.

Mr. Lenhard reviewed the Community Pride and Public Image goals and priorities. He informed the Council that UDOT (Utah Department of Transportation) had announced plans to address the 700 South and 650 North I-15 interchanges in the City. Councilmember LeBaron suggested the entryway monuments could be designed in such a way that they could be portable in nature which would allow them to be used following the improvements.

Mr. Allen announced the City's website redesign would be completed and ready by early summer.

Mr. Lenhard directed the Council to the Job Creation & Development portion of the handout specific to Freeport Center. He reported on the proposed joint venture with Freeport which could take place on H Street which would include a nice monument, landscape and design, in addition to a "signature" building. Scott Hodge, Public Works Director, reported Freeport had approached the City regarding the aging water infrastructure lines which required replacement. He indicated funds had been appropriated for that purpose. He explained the difficulty in scheduling the improvements because so many of the businesses in Freeport were operational twenty-four hours per day.

Mr. Lenhard directed the Council to the HAFB (Hill Air Force Base) portion of the handout and reviewed those goals and priorities specific to the Falcon Hill development. He also commented on the Honorary Commander Program and suggested the City continue to foster relationships with base leadership. Mr. Allen reminded the Council of the UTA shuttle which would take passengers from the Frontrunner stop directly to HAFB beginning in April.

Mr. Lenhard introduced Quinn McKay, author and lecturer, to the Council and announced he would be addressing the Council during lunch on Ethics Education.

A lunch break was taken at 12:00-noon
The meeting resumed at 12:20 p.m.

Quinn McKay shared a presentation on ethics.

A break was taken at 1:15 p.m.
The meeting resumed at 1:30 p.m.

Mr. Lenhard referred to the Vision 2020 handout and directed the Council to the Retail Shopping and Entertainment component and stated the City's 4th of July Celebration was the main focus. Councilmember LeBaron desired enhancement to the celebration. Mayor Shepherd suggested the City consider purchasing its own inflatables to lessen the cost associated with the expense of bringing them in. He believed the investment would pay for itself within two summers of use. Eric Howes, Community Services Director, mentioned the inflatables could be used for other City events but expressed concern regarding the City's liability. A discussion took place specific to liability and insurance concerns.

Mr. Lenhard directed the Council to the Downtown Clearfield portion of the document and reviewed those priorities. He informed the Council that Davis Behavioral Health had approached the City for demolition assistance of its facilities located across from the Aquatic Center on State Street. He continued the buildings had been vacant for some time and mentioned raw land was more enticing for development. Councilmember Bush inquired if those properties were within a designated CDA (Community Development Area). Mr. Lenhard responded they were and indicated CDA funds could be used for that purpose.

Mr. Lenhard stated the City would continue to acquire additional downtown property and Mr. Allen reported the property owner of the old Tri-Mart building located at 300 North Main had approached the City about its interest in acquiring the property and a discussion took place. The Council was not in favor of purchasing that parcel.

A discussion took place regarding the electric sign replacement in front of the City building and Mr. Lenhard reported on the proposed cost to repair the current reader board as opposed to purchasing new signage.

Mr. Lenhard referred to the Legend Hills tactic and mentioned the possible on-ramp from I-15 to 1450 South and reviewed the other recommendations regarding the Legend Hills component.

Mr. Lenhard directed the Council to the Clearfield Station component and reviewed the identified goals and recommendations. Councilmember LeBaron requested clarification about the CDA and how the CDRA funds would be recognized to benefit the project. Mr. Allen responded Clearfield Station was a CDA project area. Councilmember LeBaron suggested the developer take a more active role in developing the proposed road near the Wendy's as opposed

to the City and inquired if the Developer would assume the costs once the City acquired the property. Mr. Lenhard clarified the City's obligation was to act as a conduit to its completion and emphasized the extent of the City's involvement was in the form of a possible loan.

Mr. Allen emphasized there were three street related off-site improvements associated with the Clearfield Station project: Depot Street, the Main Intersection and the Chelemes intersection near the Wendy's. He continued property acquisition was involved with all three and until recently, the developer had assumed the City already had the right of way secured for Depot Street. He added once it was understood the City didn't have the right of way an agreement was negotiated which was included as part of the development agreement that indicated the developer and the City would share the costs of property acquisition. He stated the costs for Depot Street would also be shared with the City accepting responsibility to extend the storm drain and sanitary sewer utilities. Mr. Lenhard pointed out some of the costs associated with the construction would be the City's no matter what and reminded the Council of the Meadows' contribution that had been required to complete a road access to Depot Street. Mr. Allen informed the Council that the Developer had requested a loan from the CDRA for the purpose of the Main Street intersection and the Chelemes intersection and emphasized that would be the extent of the City's contribution. Mr. Lenhard stated any other financial participation in conjunction with the project would be reimbursed through the increment over time. Mr. Allen pointed out options to the City associated with property acquisition for the proposed roads.

Mr. Lenhard directed the Council to the Social Environment specific to the Arts and reviewed the recommendations. He suggested staff explore a RAMP/ZAP tax adoption and explained how that would be implemented. He solicited Council's opinion. Councilmember Bush expressed his opinion the City would need to identify the use of the proposed funds. A discussion took place regarding the implementation of the proposed tax, possible uses and benefit to the City.

Eric Howes, Community Services Director, responded staff should begin working on a plan and suggested the City create a non-profit arts foundation which would allow businesses to donate to a designated 501c3. He shared an example from Los Angeles, California, in which enough donations were received to pay for the skate board parks located within the City. A discussion took place and Mr. Howes indicated he would need to further explore the idea and learn more about the process. The Council directed Mr. Howes to proceed with research and implementation of a 501c3.

Mr. Lenhard directed the Council to the Parks & Recreation component and announced Mr. Howes would be presenting the recommendations. Mr. Howes mentioned the Steed Park tennis courts were in considerable disrepair and suggested the Council would need to address the issue in the coming budget year. He provided estimated costs for repairs were approximately \$350,000 - \$400,000. He also mentioned the Steed Park electrical and lighting upgrade was necessary to keep the lights working in order to continue the softball leagues in the coming season. A discussion took place specific to costs associated with the scope of work for the repair project.

Councilmember Young inquired about costs associated with the demolition of the tennis courts and suggested demolition might be more of a benefit because it would eliminate liability. The Council agreed and directed staff to proceed with the demolition of the tennis courts.

Mr. Howes mentioned the Parks Capital Facilities Plan would need to be amended specific to the Pinnacle open space. Mr. Allen informed the Council that the property for the new parking lot at the Northrop Grumman building was the Pinnacle open space which had been previously identified for park space. Mr. Howes clarified the southern portion of the parcel would still be delineated for future park development. He reported the playgrounds at North Steed and Train Watch parks would need to be replaced due to safety concerns and reminded the Council the playground at Train Watch had already been removed. He also explained the need for a part-time Parks and Restroom position to prepare for rentals of the parks/pavilions.

Mr. Howes mentioned the need for the City to move forward with the dredging and aeration of Mabey Pond, which was proposed by the Beautification Committee, and reported on the costs associated specific to that maintenance. Councilmember LeBaron cautioned the City there were certain periods of time in which evaporation could possibly drain the pond of water and suggested dredging might be a better idea. He added the low level of water in the pond this year would be a good time to complete that method.

Mr. Howes reviewed the need for the restroom improvements in the parks and commented on the Barlow Park completion specific to the entryway. Councilmember Bush inquired if there were plans for any amenities at West Park Village Park. Mr. Howes informed the Council of the challenges associated with the park specific to the electrical corridor. Councilmember Bush suggested a monument sign be placed at that location.

Councilmember LeBaron suggested the City explore the implementation of a track/bike course specific to BMX bike use. He suggested a ropes course or Frisbee golf in some undeveloped areas of the City and a discussion took place regarding the suggestions. He believed this would better serve the underserved teenage population of the City. Councilmember Bush suggested exercise stations could be placed along the rail trail.

Mr. Lenhard directed the Council to the Civic Education and Service portion of the handout and suggested formalizing appointments of individuals to serve on commissions and committees. He suggested providing a board member packet which would contain a letter from the Mayor and City Council outlining its vision and including a copy of the Strategic Plan.

Mr. Lenhard reminded the Council that in 2007 the City had commissioned a survey by Dan Jones & Associates which had been helpful in identifying the direction that should be pursued by the City. He explained the difficulty in completing a phone survey or soliciting feedback by mail and a discussion took place regarding different methods in which information could be solicited from residents as well as offering a forum to facilitate communication with the City.

Mr. Lenhard reported the 2007 survey reflected residents overwhelmingly obtained information regarding the City in the monthly newsletter. He believed that may have changed with the popularity and use of social media and inquired of its relevance. Councilmember LeBaron stated he had trained his neighborhood to refer to the City newsletter to answer questions and stated he would need to know where to direct those seeking information. Mr. Lenhard mentioned half of the newsletter was dedicated to recreation and the current staff had other suggestions to

disseminate information regarding their programs. He proposed the elimination of the newsletter which was mailed to residents and shared other options and suggestions. He stated he understood there were residents of specific demographics which liked the current newsletter format and believed they could obtain a hard copy by other methods.

Councilmember Young suggested an opt-in to continue receiving the newsletter. Mr. Lenhard explained the challenge associated with that option because it was currently being mailed bulk rate. Mayor Shepherd suggested informing the residents the City would be phasing out the newsletter by May and believed if 100 were printed only 50 would be taken by residents. Mayor Shepherd believed the cost savings associated with an online delivered newsletter would be substantial and a discussion took place.

Councilmember LeBaron believed once the webpage was redesigned, not much would be lost with the phasing down of the printed newsletter. Mr. Lenhard proposed initially phasing down the newsletter by removing the recreation portion from it and referring residents to the web page initially with a goal to phase out the printed newsletter. The Council directed staff to proceed with that format in phasing out the newsletter. Mr. Lenhard pointed out the new website was designed to allow staff to place current/updated information on it ongoing and believed that would facilitate phasing out the newsletter.

Mr. Lenhard requested direction regarding a “Take Pride in Clearfield Day”. Councilmember LeBaron pointed out a successful event would be dependent on numerous volunteers. Mr. Lenhard emphasized the entire event would be entirely dependent on volunteers as the City had limited resources. He suggested the implementation of a Neighbors Helping Neighbors program which would pair volunteers/recipients. Councilmember Bush suggested a recycling program be instituted by the City. Mr. Lenhard stated Rich Knapp, Administrative Services Director, would be providing recycling information in the near future.

Mr. Lenhard reminded the Council of a presentation recently shared during a work session regarding possible disposition of the Youth Resource Center and reported staff was currently in the process of identifying ways in which that demographic could be served by the recreation department if the Youth Resource Center was not funded.

Mr. Lenhard directed the Council to the Long-Term Fiscal Health and Service portion of the document and proposed a conversion of Vision 2020 to an ongoing 10-year strategic plan, since the current plan would expire in 2020 and a discussion took place.

Mr. Lenhard explained the LED lighting upgrade phase one and suggested initially converting the lights at the Aquatic Center. He reviewed the other identified goals associated with long-term planning specific to the Justice Court. He reminded the Council of previous discussions related to refunding the General Obligation Bond and reported staff was waiting for the right time to make that happen. He stated the utility department was in the process of implementing changes specific to the solid waste fund.

He also directed the Council to the Infrastructure portion of the document and the associated goals and reminded the Council it had instructed staff to prioritize the South Main Street project

and reported staff would be identifying ways to fund the project. He mentioned staff was in the process of preliminary work associated with the 450 West CDBG infrastructure project. He added the 550 East project had also been funded during the budget process. Councilmember Bush inquired if the small section of sidewalk on 800 North had been included in the budget. Mr. Lenhard commented it was in the budget however the property owner was not granting permission. Councilmember Bush suggested the use of eminent domain and a discussion took place. He also inquired about a traffic signal at the 1000 West/700 South intersection. Mr. Lenhard stated the traffic study didn't reflect a signalized intersection was warranted at that location and believed the SR 193 extension alleviated that need. Councilmember Bush believed SR 193 contributed to additional traffic on 1000 West and suggested the traffic study was completed prior to its completion. He believed the majority of drivers using that intersection were inexperienced high school drivers that lacked judgment of speed from oncoming traffic. He also mentioned with the addition of Americold relocating to the area it would also increase semi-truck/trailers traffic on 1000 West. He reminded the Council that the City had previously committed the traffic signal to the residents. A discussion took place and the Council directed staff to request city engineers complete a new traffic study taking into consideration the previously discussed factors. The Council also requested meeting with residents to report on the findings upon completion of the traffic study.

Mr. Lenhard announced he was running short on time to present the remaining items included in the handout and inquired if the Council had any ideas, goals, priorities or questions he could address. Councilmember LeBaron inquired about the creation of a Historical District and possible tools available, such as grant funds, for residents to maintain their properties.

Mr. Lenhard directed the Council to the portion entitled Recruit and Retain High-Caliber Employees. He stated staff was proposing a 1 to 1.5 percent merit increase for employees. Mayor Shepherd expressed his opinion consideration of the increase was crucial. Councilmember Young expressed his opinion if the employees were expected to produce at a high level the City would need to be competitive with compensation to encourage employee retention in addition to compensating employees for quantifiable contributions. Councilmembers LeBaron and Bush expressed agreement.

Councilmember Bush asked if the City would continue with a Youth City Council. Mayor Shepherd believed his efforts in working directly with the elected student government at the schools were sufficient for now. Councilmember LeBaron suggested the City attempt that for a couple of years and reconsider the Youth City Council at a future time.

Mr. Lenhard pointed out one identified recommended goal associated with Operational Efficiencies was the proposed self-serve utility payment kiosks allowing residents to serve themselves. He suggested the Council be prepared for resistance from the public but expressed his opinion it would contribute to efficiency.

Mr. Lenhard directed the Council to the Public Safety component of the document and Chief Krusi briefly reviewed the following:

- Portable radios – he stated grant funds had recently been used to purchase some radios and suggested funds needed to be appropriated for additional radios during the budget process.
- Speed trailer – he suggested funds be set aside for a new transferrable digital speed sign to collect traffic data. He stated the street sign could obtain data year round whereas the trailer could only be used during the warmer months.
- CERT trailer – explained the need for a small enclosed utility trailer to store necessary emergency equipment

JJ Allen, Assistant City Manager, explained the need for a security door in the back hallway which goes from the Courtroom to the court lobby. He explained from time to time, patrons of the Court accidentally access the back records room and a secure door would eliminate that.

Councilmember Young explained one of the most common issues he received complaints about was neighbor issues specific to nuisance houses. He suggested the City continue to look for ways to resolve those issues because of their significant impact on neighborhoods. He expressed another concern about abandoned houses and reported there were several in his neighborhood and one was deteriorating. Mayor Shepherd explained most of those homes were bank owned properties and it was difficult to require anything be done on behalf of the bank. A discussion took place on possible options. Brian Brower, City Attorney, believed code enforcement processes were working and shared them with the Council.

The meeting adjourned at 3:25 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:30 P.M. WORK SESSION
February 11, 2014

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Ron Jones	Councilmember
	Mike LeBaron	Councilmember
EXCUSED:	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Greg Krusi	Police Chief
	Scott Hodge	Public Works Director
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Rich Knapp	Administrative Services Director
	Jessica Hardy	Accountant
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: There were no visitors.

Mayor Shepherd called the meeting to order at 6:33 p.m.

DISCUSSION ON TAX INCREMENT FINANCING

JJ Allen, Assistant City Manager, shared a visual presentation explaining how tax increment could be used to finance development within the City. He pointed out the municipality was required to create a Community Development and Renewal Agency (CDRA) traditionally known as an RDA (Redevelopment Agency) and emphasized the purpose was to capture property tax increment which could be used to finance public improvements associated with economic development. He shared a graph which illustrated tax distribution related to a CDRA project area and explained each color of the graph.

Adam Lenhard, City Manager, emphasized the taxing entities would never receive a reduction of the property tax already being received once the CDRA created a new project area. He pointed taxing entities would continue receiving what it always had plus more upon completion of the project.

Mr. Allen reviewed the three different types of designated project areas explaining the differences between them, how they could be used and the purpose for each. He explained the

approval process associated with each one and stated the City would had created a Community Development Area (CDA) for the Clearfield Station Development and emphasized the taxing entities would choose to participate in the project area via interlocal agreement. He then shared a map of the City reflecting the designated EDAs and RDAs project areas located within the City.

Mr. Lenhard mentioned increment generated within an area generally had to be spent within the identified area. Mr. Allen identified ways in which tax increment could be used, most commonly paid to a business or developer as a reimbursement for public infrastructure improvements or as a straight incentive. He mentioned the increment could also finance public improvements by servicing the associated bonds and stated this was not financially appealing.

Mr. Allen reviewed the Clearfield Station CDA sequence of events with the Council and explained where the City was in the process. Councilmember Bush inquired how the participating entities would receive payment. Mr. Allen explained the CDRA (Agency) would receive the increment funds from the County after which the Agency would verify that all terms and conditions had been met by the developer. He indicated once the property tax payments had been received by the City, generally in the month of March, the Agency would then pay the incentive in April, within one month after receiving the revenue from the County.

A discussion took place regarding the designated areas.

The meeting adjourned at 6:50 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
February 18, 2014

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Ron Jones	Councilmember
	Mike LeBaron	Councilmember
EXCUSED:	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Greg Krusi	Police Chief
	Scott Hodge	Public Works Director
	Mark Baird	Wastewater/Water Superintendent
	Eric Howes	Community Services Director
	Scott Hess	Development Services Director
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Norah Baron – Planning Commission, Nancy Pederson, Deana Jorgensen, Jessica Jorgensen

Mayor Shepherd called the meeting to order at 6:00 p.m.

PLANNING COMMISSION INTERVIEW

The City Council interviewed Norah Baron, resident and member of the Planning Commission, for consideration of reappointment as her term would expire at the end of February 2014.

DISCUSSION ON THE ANIMAL CONTROL ORDINANCE

Adam Lenhard, City Manager, reminded the Council of citizen comments which had been expressed during the January 28, 2014, City Council Meeting specific to the number of animals allowed by the City’s Animal Control Ordinance. He suggested the issue to be considered by the Council was whether companion animals needed to be addressed in the ordinance. He reminded the Council it had directed staff to look into that possibility.

Brian Brower, City Attorney, reported companion animals had been identified in one area of State Code which was specific to animal cruelty, which didn’t apply in this situation. He stated service animals had been specifically identified as dogs and read the qualifications from the State

Code. He believed the verbiage reflected in State Code was very broad. He stated there was proposed legislation before the Legislature which would restrict municipalities from counting a service animal against the limit of dogs. He mentioned it advanced from its committee with a favorable recommendation. He expressed concern a resident could potentially have up to half a dozen dogs if they were able to get them classified as “service” animals.

Councilmember Bush inquired if there were a requirement for specific training or certification which would identify dogs as a service animal. Mr. Brower responded there was not a specific certification; rather verbiage in code reflected “evidence from a physician”. He expressed concern and shared examples of potential abuses of the system. He pointed out regardless of the animal’s training; the issues in which the municipality intended to regulate by designating a specific number of animals would be present. Mr. Lenhard pointed out there was a distinction between a service animal and a companion animal in State Code. He suggested the Council consider if it legitimized the comfort animal in the ordinance it would need to be prepared for the fourth or fifth dog coming into a residence. He clarified the Council would be creating an exemption for any animal which could obtain the physician or veterinarian verification. He stated staff was recommending no exemption in the ordinance for a comfort/companion animal.

Councilmember LeBaron pointed out Davis County currently allowed for three dogs and the City allowed two and suggested verbiage be included in the ordinance which reflected a third could be allowed provided the animal had some sort of “comfort” designation. Mr. Lenhard expressed concern staff would have to make a determination on whether the third animal was a comfort animal. Councilmember LeBaron suggested defaulting to ADA(Americans with Disabilities Act) requirements and a discussion took place specific to ADA requirements or designation. He stated he didn’t want to allow three animals unless there was the companion component.

Mr. Lenhard expressed concern about the additional impact to staff in determining if more than two dogs were allowed based on an “allowance” being made in the ordinance and suggested changing the number of dogs to three. Mr. Brower expressed his opinion it wouldn’t be difficult for a resident to obtain documentation from a medical provider substantiating the need for the exception or “comfort” animal.

Councilmember Bush inquired if the City would even need to consider amending the ordinance if the proposed legislation passed this legislative session. Mr. Brower didn’t think the City would be able to adopt a higher standard or exercise anything more restrictive than what was passed by the Legislature. Councilmember Bush stated he also didn’t want to amend the ordinance by allowing up to three dogs per resident and agreed with Councilmember LeBaron’s proposal that a third dog could be allowed with documentation.

Councilmember Benson inquired if someone with three dogs moved to Clearfield City would the City request the resident get rid of one of the dogs. Mayor Shepherd responded in the affirmative. Mr. Lenhard clarified the City contracted with Davis County Animal Control to enforce the City’s ordinance even though Davis County’s ordinance allowed three dogs.

Councilmember Jones expressed his opinion that the Council should be considering the ordinance for the City as a whole and expressed concern about the time and resources to manage

an exception to the ordinance. He suggested there were always certain individuals who would push the envelope.

Councilmember LeBaron explained the reason for only allowing two dogs was due to the small size of building lots and approximately half were rental units and expressed concern about possibly allowing three dogs per resident in a high density condominium. He emphasized the housing dynamic in Clearfield City was different than any other City within the State.

Councilmember Benson explained how the fee assed to the City by Davis County for animal control was the highest of any other city based upon the number of calls and believed if the ordinance were amended it could significantly increase the cost. Councilmember LeBaron suggested the City wait and see what happens with the Legislature and the proposed legislation. Mr. Lenhard commented he would visit with Clint Thacker, Davis County Animal Control, and let him know the issue was still pending on behalf of the Council.

Mr. Lenhard stated he had visited with Mr. Thacker to clarify information regarding the number of issued citations to residents with three dogs. He reported in most cases the officer became aware of the three dog situation because he/she was responding for another reason such as a noise, odor, or bite complaint; rarely was the officer responding to a three dog complaint.

Mr. Brower read verbiage from the proposed legislation and clarified the most additional dogs any resident would be able to have would be two. Mayor Shepherd announced the City would wait until the legislative session ended to see whether the proposed legislation was adopted and if it were necessary for the City to amend its ordinance.

WATER UTILITY UPDATE

Mark Baird, Wastewater/Water Superintendent, introduced himself to the Council and shared a visual presentation illustrating key points of the City's culinary water system:

- The processes for collecting the required different water samples for testing.
- How backflow systems worked and their importance.
- What the City was required to report to the Division of Water Quality (DEQ)
- Training required by City employees.

He shared pictures in the visual presentation that illustrated key improvements to the 700 South water tank and the Freeport well. There was also a photo which illustrated how the fluoride was added to water at the Freeport well.

- He explained how water pressure was maintained within the City.
- He explained how the recently installed SCADA system was beneficial to the City.

Councilmember Bush inquired how the water had been treated by Weber Basin prior to the City receiving it. Mr. Baird responded the City was purchasing finished water from Weber Basin and explained the water had gone through the treatment process. Councilmember Bush requested clarification if the City was required to use a treatment for water it received from the wells. Mr. Baird responded the water received from the wells didn't require treatment as it had been obtained from deep aquifers and emphasized that water was sample tested and its quality didn't

require additional treatment. Mr. Baird stated the water received from Weber Basin was water from the Weber River which was why it had to go through the filtration process. Mr. Lenhard commented Weber Basin provided a system field trip tour once a year which made different stops along the water system for elected officials to gain a better understanding of its processes. He indicated he would extend that invitation to the Council when it was received by the City. Mr. Baird added the City's sampling was very consistent relative to minerals in the water.

Councilmember LeBaron inquired if the City conducted any bio testing because fluoride treated water was used for outdoor purposes for lawns and gardens. Mr. Baird responded the City didn't conduct those studies and didn't know who would be responsible for that. Mr. Lenhard suggested Davis County could be a resource for that information.

Mark Baird left the meeting at 7:00 p.m.

DISCUSSION ON PLANNING COMMISSION APPOINTMENTS

Mayor Shepherd reminded the Council of the recent interviews which had taken place for vacancies on the Planning Commission and the City Council discussed the candidates and determined who should be appointed to the Planning Commission. Ms. Dean indicated staff would make recommendations for the specific terms and stated the appointments would take place during the February 25, 2014 City Council meeting.

DISCUSSION ON NORTH DAVIS SEWER DISTRICT RATE INCREASES

Adam Lenhard, City Manager, explained the North Davis Sewer District (NDSD) was proposing a rate increase and distributed a handout illustrating the background associated with the rate increase and reviewed it with the Council. He emphasized there were no consumption charges associated with the NDSD fees; just a base rate for each resident. He pointed out in addition to the pass through fee increase for the NDSD, the City incurred overhead in collecting the fees as well as to provide for the infrastructure, including replacement and maintenance of pipes, needed to get the sewage to the District. He reported the proposed increase beginning July 1 would be \$3.00 per month per connection and would continue to increase an additional \$3.00 each year for the next four years. He informed the Council the increases were tied to a fifty million dollar bond.

Mr. Lenhard believed the NDSD had no other option than to bond for infrastructure improvements. He pointed out another contributor to the proposed increase was the limit on impact fees recently enacted by the Legislature. He explained it prohibited the use of impact fees for any capital facility which extended longer than six years in the future. Councilmember Bush explained the options to the District in increasing its funding and a discussion took place.

Mr. Lenhard distributed a sample utility bill and recommended breaking out the sewer portion of the bill to reflect what portion of that bill would go to the NDSB and what would come to the City. He suggested placing information specific to the increase on the City's website referring questions or complaints from residents to the NDSB, as well as the use of social media. Councilmember LeBaron suggested providing residents with a comparison of other sewer districts' rates. Mr. Lenhard inquired as to who should provide that information to the City's residents. He commented NDSB had expressed a willingness to assist in informing the residents and he would request they send a separate mailer explaining the increase. The Council expressed agreement with the proposed suggestions.

Councilmember LeBaron moved to adjourn as the City Council and reconvene as the CDRA in a work session at 7:20 p.m., seconded by Councilmember Bush. All voting AYE.

The minutes for the CDRA are in a separate location

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
February 25, 2014

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Ron Jones	Councilmember
	Mike LeBaron	Councilmember
EXCUSED:	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Greg Krusi	Police Chief
	Scott Hodge	Public Works Director
	Eric Howes	Community Services Director
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Kathryn Murray, Becky Brooks – Planning Commission, John Petroff – Davis County Commissioner, Louenda Downs – Davis County Commissioner, Bret Millburn – Davis County Commissioner

Mayor Shepherd called the meeting to order at 6:03 p.m.

DISCUSSION ON HISTORIC PRESERVATION WITHIN THE CITY

Adam Lenhard, City Manager, distributed handouts and reported staff had been asked to explore the viability of creating a historic preservation district within the City. He informed the Council that the initial neighborhood selected was east of Mabey Pond between 200 South and 450 South. He stated Councilmember LeBaron had met with over 100 property owners and been involved in distributing information and holding a neighborhood meeting in January. He suggested the handouts would provide significant information and facts to the Council and staff would be requesting direction.

Mr. Lenhard informed the Council that the objective in designating an historical district was to encourage rehabilitation and reuse for neighborhoods as opposed to redevelopment. He shared a visual illustration of the proposed neighborhood. He explained the possible impact to the residents if the City created a historic designation for the neighborhood and referred to handouts provided by the Utah Heritage Foundation.

- Residents would be assured the character of the neighborhood would remain the same.
- Utah Historic Preservation Tax Credit would be available.

Mr. Lenhard emphasized historic preservation didn't have anything to do with owner occupancy. Councilmember LeBaron clarified once an overlay had been approved (historic designation) single family dwellings couldn't be converted to a duplex. Councilmember Bush inquired about limitations for additions to dwellings. Mr. Lenhard responded they could be allowed with specific restrictions and explained the possible scenarios and pointed out the inside of the home could be "modernized". A discussion took place regarding what improvements would be allowed.

Mr. Lenhard explained the impact to the City in creating an historic district.

- Clearfield would have to become a "Certified Local Government" through the Utah Division of State History.
- The Council would have to adopt an approved preservation ordinance.
- The Council would have to appoint an historic preservation commission.

Councilmember Bush asked if the District would be a zoning area. Mr. Lenhard responded the District wouldn't require any zoning. He expressed concern with the verbiage in the sample ordinance and distributed a copy. Mr. Lenhard asked if historic preservation was a goal of the Council and explained the guidelines associated with designating an appointed commission. He requested input and feedback from the Council. A discussion took place during which Councilmember LeBaron explained how the idea originated. He stated the gentleman that spoke to the residents from the Heritage Foundation suggested the City consider the Ross Drive area as the historical district because of the layout of the subdivision and the streets, as well as the character of the homes. He expressed his opinion the designation would allow the demographics to change in a neighborhood and spoke about Sugarhouse, Ogden City and the Avenues in Salt Lake to illustrate his point. He believed this would be a tool residents could use to renovate their properties.

Mayor Shepherd inquired if a majority of the residents in the neighborhood would have to agree to the designation. Councilmember LeBaron responded that wasn't the case and some residents could even "opt out" of the designation. Councilmember Bush requested clarification the historic designation would be limited to homes fifty years or older and expressed his opinion some in the area weren't that old. Councilmember LeBaron responded homes that were thirty years old could be included in the designation.

Mayor Shepherd expressed concern the historic designation would restrict the City in regard to future redevelopment for properties immediately surrounding Mabey Pond and believed these properties weren't necessarily "historical" in nature. Councilmember LeBaron responded the proposed neighborhood was east of Mabey Pond, and didn't include the properties surrounding the pond. Mayor Shepherd added he couldn't think of any neighborhood which consisted of homes that had unique architecture.

Councilmember LeBaron inquired about the impact to staff in designating an historical district. Mr. Lenhard suggested the Council determine what its priorities were and if the issue were prioritized, staff would identify how it would be accomplished. Councilmember LeBaron suggested staff study the issue and impacts and present findings next year. Mr. Lenhard proposed placing the historic designation on the 2020 Strategic Plan. Councilmember Benson suggested

letting the citizens decide where the historic preservation district should be identified, considering all areas of the City before staff devoted a significant amount of time. Councilmember Jones expressed agreement in making sure there was enough interest from the residents but expressed concern whether Clearfield City residents had the means to expend funds for improvements in order to receive the tax benefit. He emphasized the first step would be determining the interest from the residents. Councilmember Bush agreed the residents should be the ones saying they want the historic preservation district in their neighborhood. The Council directed Mr. Lenhard to add the historic preservation to the Strategic Plan update.

UPDATE FROM THE DAVIS COUNTY COMMISSIONERS

Commissioner Louenda Downs, Commissioner Bret Millburn and Commissioner John Petroff updated and discussed with the Council the following issues pertaining to or impacting Clearfield City:

- Clearfield Station
- Transportation
- Legislation specific to clean air
- Interstate interchanges located within the City
- Emergency 911 server interfacing

Councilmember Young arrived at 6:54 p.m.

- Trails system
- Air show and balloon festival

The meeting adjourned at 7:00 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. POLICY SESSION
February 25, 2014

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Ron Jones	Councilmember
	Mike LeBaron	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	Brian Brower	City Attorney
	Greg Krusi	Police Chief
	Scott Hodge	Public Works Director
	Eric Howes	Community Services Director
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Norah Baron – Planning Commission, Bob Bercher, Tim Roper – Planning Commission, Rob Dillen, Randell Metcalf, Robin Metcalf

Mayor Shepherd called the meeting to order at 7:00 p.m.

Mayor Shepherd informed the citizens present that if they would like to comment during Public Hearings or Citizen Comments there were forms to fill out by the door.

Councilmember Bush conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE FEBRUARY 11, 2014 POLICY SESSION

Councilmember Bush moved to approve the minutes from the February 11, 2014 policy session as written, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

PUBLIC HEARING ON A PROPOSED GENERAL PLAN AMENDMENT TO CHANGE FUTURE LAND USES AT 252 SOUTH AND 256 SOUTH MARILYN DRIVE FROM COMMERCIAL TO RESIDENTIAL

Brian Brower, City Attorney, stated the City received a request from the current property owner of 0.47 acres located at 252 South and 256 South Marilyn Drive to have the properties reclassified in the General Plan's Future Land Use Map from Commercial to Residential with the intent to construct one single-family dwelling unit for the owner's family to own and live in. The property was formerly rezoned to Commercial with the intent to combine parcels and utilize a

previous owner's frontage on 200 South to maximize utility of the property in question. The utilization of this property as Commercial was never undertaken by the former owner, and as such had continued to sit vacant. The Planning Commission unanimously recommended approval.

Mayor Shepherd opened the public hearing at 7:05 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

Councilmember LeBaron moved to close the public hearing at 7:06 p.m. seconded by Councilmember Jones. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

PUBLIC HEARING FOR A REZONE TO CHANGE EXISTING LAND USES FROM (C-2) COMMERCIAL TO (R-1-8) RESIDENTIAL FOR TWO LOTS, LOCATED AT 252 SOUTH AND 256 SOUTH MARILYN DRIVE, A COMBINED 0.47 ACRES WHICH WAS LOCATED IN THE (C-2) COMMERCIAL ZONING DISTRICT

This was a request from the current property owner to rezone two parcels located at 252 South and 256 South Marilyn Drive from (C-2) Commercial to (R-1-8) Single-family Residential with the intent to construct one single-family dwelling unit for the owner's family to own and live in. The property was currently two individual parcels, and the property owner desired to combine the two parcels into one. An application for subdivision amendment and plat vacation to the Manuel Subdivision 1 is included as item #3 in the February 25, 2014 City Council Packet. The Planning Commission unanimously recommended approval.

Mayor Shepherd opened the public hearing at 7:06 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

Councilmember LeBaron moved to close the public hearing at 7:07 p.m. seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

PUBLIC HEARING TO AMEND THE MANUEL SUBDIVISION TO COMBINE LOT 1 AND LOT 2 LOCATED AT 252 SOUTH AND 256 SOUTH MARILYN DRIVE

This was a request by the current property owner to combine two existing lots in the Manuel Subdivision No. 1. This subdivision was originally approved in the year 2000 along with the property being rezoned from Residential to Commercial at that time. Combining the two lots would create one single lot with a total of 0.47 acres. This new, larger parcel would have a generous building footprint, and would allow the owner's family to situate a single level living home on the property while meeting all required setbacks and minimums for the R-1-8 zone. An

application for a General Plan amendment and rezone for the properties was included as items #1 and #2 in the February 25, 2014 City Council Packet. The Planning Commission unanimously recommended approval.

Mayor Shepherd opened the public hearing at 7:07 p.m.

Mayor Shepherd asked for public comments.

Ronald Metcalf, resident, inquired if the combined lots could be eliminated from the Manuel Subdivision and be part of the Clearfield Heights Subdivision. Brian Brower, City Attorney, pointed out that was not reflected on the application and wasn't presented to or considered by the Planning Commission. He clarified the application requested the two lots be combined amending the Manuel Subdivision plat and stated the Council wasn't prepared to address that request at this setting. Councilmember Bush clarified the Manuel Subdivision only contained the original two lots. He continued the City, had in the past, eliminated small subdivisions. Mr. Brower commented if the owner of the property wanted it to be part of the Clearfield Heights Subdivision, that subdivision plat would need to be amended and those residents residing within the subdivision would need to agree to that inclusion.

Mayor Shepherd asked Mr. Metcalf why he would want to do that. Mr. Metcalf responded there was a ten foot easement around the entire perimeter of the lot. Mr. Brower responded that was the City's requirement for all building lots at this time. Councilmember Bush stated it would be a time consuming process to amend the Clearfield Heights or Marilyn Drive Subdivision plats. Mr. Brower added a new application would need to be submitted and reviewed by the Planning Commission which would provide for notification of existing residents of the Clearfield Heights Subdivision. Mayor Shepherd emphasized the Council would be considering what had been presented to the Planning Commission during the meeting.

Councilmember Young moved to close the public hearing at 7:13 p.m. seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

CITIZEN COMMENTS

There were no citizen comments.

APPROVAL OF ORDINANCE 2014-02 AUTHORIZING THE GENERAL PLAN AMENDMENT TO CHANGE FUTURE LAND USES AT 252 SOUTH AND 256 SOUTH MARILYN DRIVE FROM COMMERCIAL TO RESIDENTIAL

Councilmember LeBaron stated he had noticed the illustration of the properties reflected the current location of power lines and power poles and inquired if the Metcalf's had considered the possibility of burying those prior to construction of the new home. Mr. Metcalf responded that had been his original intention until he was told the cost for that would be approximately \$24,000. He stated he would be meeting a representative of Rocky Mountain Power on the site to obtain more information regarding the power lines in the near future.

Mayor Shepherd asked Scott Hodge, Public Works Director, if he could speak about the feasibility of burying the power lines. Mr. Hodge responded he currently didn't have enough knowledge to provide any feedback on the proposal and believed the power company would have a better idea as to the feasibility. Brian Brower, City Attorney, referred to the City Engineer's letter regarding the power lines in which he inquired if they would be relocated and suggested the drawings would need to reflect the relocation. Mr. Brower mentioned the Council could make that a condition in combining the lots but didn't believe the power line issue had been discussed by the Planning Commission. Councilmember LeBaron confirmed the power line issue hadn't been addressed by the Planning Commission. Councilmember Bush pointed out the power line was directly over the middle of the lot and believed it would have to be re-routed prior to construction; hence the need for the ten foot easement around the perimeter of the lot.

Councilmember Benson moved to approve Ordinance 2014-02 authorizing the General Plan Amendment to change future land uses at 252 South and 256 South Marilyn Drive from Commercial to Residential and authorize the Mayor's signature to any necessary documents, seconded by Councilmember LeBaron. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

APPROVAL OF ORDINANCE 2014-03 AUTHORIZING A REZONE TO CHANGE EXISTING LAND USES FROM (C-2) COMMERCIAL TO (R-1-8) RESIDENTIAL FOR TWO LOTS, LOCATED AT 252 SOUTH AND 256 SOUTH MARILYN DRIVE, A COMBINED 0.47 ACRES WHICH WAS LOCATED IN THE C-2 (COMMERCIAL) ZONING DISTRICT

Councilmember LeBaron moved to approve Ordinance 2014-03 authorizing the rezone to change existing land uses from (C-2) Commercial to (R-1-8) Residential for two lots, located at 252 South and 256 South Marilyn Drive, a combined 0.47 acres which was located in the (C-2) Commercial zoning district, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

APPROVAL TO AMEND THE MANUEL SUBDIVISION TO COMBINE LOT 1 AND LOT 2, LOCATED AT 252 SOUTH AND 256 SOUTH MARILYN DRIVE

Councilmember Bush referred to the City Engineer's letter and complimented the Planning Commission for its thoroughness in reviewing and approval of the request with the City Engineer's recommendations and also complimented Commissioner Gaerte for the verbiage in his motion.

Councilmember Bush moved to approve the Amendment to the Manuel Subdivision to combine Lot 1 and Lot 2, located at 252 South and 256 South Marilyn Drive and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Jones. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

APPROVAL OF AND CONSENT TO THE MAYOR'S PROPOSED APPOINTMENTS OF INDIVIDUALS TO THE PLANNING COMMISSION

The Planning Commission had vacancies for two regular members and three alternate members. Another member's seat on the Commission would expire at the end of February. Residents were asked to submit letters of interest and interviews were conducted by the City Council during the work sessions on February 4, 2014 and February 18, 2014.

Councilmember LeBaron moved to approve and consent to the Mayor's reappointment of Norah Baron as a regular member of the Planning Commission with a term expiring February 2019 and the Mayor's appointment of Tim Roper from an alternate member to regular member of the Planning Commission with a term expiring February 2018, the appointment of Kathryn Murray as a regular member with a term expiring February 2019, Michael Millard as an alternate member with a term expiring February 2017, Robert Browning as an alternate member with a term expiring February 2018 and Robert Allen as an alternate member with a term expiring on February 2016, and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

Mayor Shepherd acknowledged those individuals in the audience who had been appointed to the Planning Commission.

APPROVAL OF THE REAPPOINTMENT OF ADAM LENHARD AS THE CITY MANAGER

Adam Lenhard was appointed as the Clearfield City Manager on August 23, 2011. Pursuant to § 1-7-3 of the Clearfield City Code, the City Manager's term of employment may be renewed by the City Council at any time. The Mayor and Council desired to reappoint Adam Lenhard as the City Manager for a three-year term from March 1, 2014, through February 28, 2017.

Councilmember Jones moved to reappoint Adam Lenhard as the City Manager through February 28, 2017, and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

APPROVAL OF THE AWARD OF BID TO ASSOCIATED BRIGHAM CONTRACTORS FOR THE 450 WEST COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) INFRASTRUCTURE IMPROVEMENT PROJECT

Scott Hodge, Public Works Director, stated bids were received from 11 construction companies to complete the infrastructure improvements on 450 West Street from 2225 South to 2300 South. The project would include installation of new water and sanitary sewer and storm drain main pipelines, the installation of new curb, gutter and sidewalk and the installation of new asphalt pavement on 450 West from 2225 South to 2300 South. This project would be completed by utilizing Community Development Block Grant (CDBG) funding for a portion of the funding. He emphasized the City was an entitlement City and didn't have to compete for the CDBG

funds. The lowest responsible bid was received from Associated Brigham Contractors with a bid of \$478,194.65.

Councilmember Bush inquired if the City had previous experience with Associated Brigham Contractors. Mr. Hodge responded the contractor had completed the installation of the sewer line on 700 South/State Street and worked with Staker Parsons on the 1450 South project. Councilmember Bush inquired about the timeframe for the project. Mr. Hodge stated it was anticipated for construction to begin sometime in April and was hopeful the project would be completed within 90 days. He indicated a meeting had taken place to inform residents regarding the project and no concerns had been expressed by residents.

Councilmember Young moved to approve the award of bid for the 450 West CDBG Improvement Project to Associated Brigham Contractors with a bid amount of \$478,194.65, and approve funding of the project for the bid amount of \$478,194.65 with contingency and engineering costs of \$111,805.35 for a total project cost of \$590,000.00; and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

APPROVAL OF RESOLUTION 2014R-04 AFFIRMING THE CITY COUNCIL REVIEWED THE 2013 MUNICIPAL WASTEWATER PLANNING PROGRAM REPORT FOR CLEARFIELD CITY

Utah Department of Environmental Quality had asked the City Council to review and consider Clearfield's Municipal Wastewater Planning Program Report for 2013. This Resolution affirmed the Council reviewed and considered the report.

Councilmember Bush requested clarification about one of the questions in which the City had answered a "no" in respect to funding. Mr. Hodge responded the question was whether there was sufficient funding to pay for all the capital improvements relative to the sewer system. He continued staff had to prioritize and complete projects as the budget allowed. He expressed his opinion the information could be used in obtaining funding for communities for that purpose.

Councilmember LeBaron moved to approve Resolution 2014 R-04 affirming that the City Council reviewed and considered the Municipal Wastewater Planning Program Report for Clearfield City and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Jones. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

COMMUNICATION ITEMS

Mayor Shepherd – reminded the Council he would be out of town next week and reported Councilmember LeBaron would host lunch with the Mayor. He mentioned he would be available via cell phone.

Councilmember Benson – nothing to report.

Councilmember Bush

1. Announced the North Davis Sewer District Board approved the Interlocal Agreement with the Clearfield Community Development and Renewal Agency for the Clearfield Station project during its meeting on Thursday, February 14, 2014. He stated the public hearing for possible bonding was opened and continued until Tuesday, March 11, 2014.
2. Informed the Council that the Parks & Recreation Commission met on Wednesday, February 19, 2014 and stated seven members were in attendance and indicated they had received assignments.
3. Stated he had also attended the Kiwanis and the Regional Transportation meetings on Monday, February 24, 2014.

Councilmember Jones – nothing to report

Councilmember LeBaron

1. Welcomed those individuals who had been appointed to the Planning Commission.
2. Acknowledged Kathryn Murray's, North Davis Fire District Board Chair, attendance and reported the Board had unanimously approved the Interlocal Agreement associated with Clearfield Station.

Councilmember Young – nothing to report.

Adam Lenhard, City Manager – stated he was honored to work with the Council and be a part of the Clearfield City organization. He expressed appreciation for its support and his reappointment as City Manager. He also expressed appreciation to his staff for their commitment to Clearfield City.

STAFFS' REPORTS

Brian Brower, City Attorney – informed the Council the draft Development Agreement for Clearfield Station had been sent out for its review. He emphasized it was only a draft and reported staff was continuing to negotiate specifics; however, he suggested the Council begin reviewing it and become familiar with the document.

Nancy Dean, City Recorder – reviewed the City Council meeting schedule:

- Tuesday, March 4, 2014 – no meeting
- Tuesday, March 11, 2014 – work session prior to the policy session
- Tuesday, March 18, 2014 – work session
- Tuesday, March 25, 2014 – work session prior to the policy session

There being no further business to come before the Council **Councilmember Bush moved to adjourn at 7:37 p.m., seconded by Councilmember Benson. All voting AYE.**

PROCLAMATION

WHEREAS, DeMolay is a character-building organization of young men from ages 12-21; and

WHEREAS, these young men are seeking to prepare themselves to become better citizens and leaders for tomorrow; and

WHEREAS, DeMolay helps develop those traits of character which have strengthened good men in all ages; and

WHEREAS, the organization has carried out the aforementioned goals for over eighty years through programs of athletic competition, social activity, civic services and charitable projects; and

NOW, THEREFORE, I, Mark R. Shepherd, Mayor of Clearfield City do hereby proclaim the month of March 2014, as DeMolay month in Clearfield City and call upon the citizens of Clearfield to express appreciation to the young men of DeMolay for their civic and charitable contributions to the community.

Dated the 11th day of March, 2014.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST:

Nancy R. Dean, City Recorder



Fifth Program Year Action Plan

The CPMP Fifth Annual Action Plan includes the [SF 424](#) and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Narrative Responses

GENERAL

Executive Summary

The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.

Program Year 5 Action Plan Executive Summary:

Clearfield City expects to receive approximately \$213,877 in Community Development Block Grant (CDBG) funds for the July 1, 2014 to June 30, 2015 funding cycle. This is \$23,764 less in CDBG funds than Clearfield City received from the last funding cycle. No other federal, state or county funds are anticipated. Over the next year, CDBG funds will be utilized as follows:

- Clearfield Youth Resource Center will use \$8,332 towards salaries for the employees that work at the Resource Center. This center provides programs and support services that assist families and youth in Clearfield to become more successful in a safe environment. The center is located in a neighborhood where many children live. The center targets youth between 10 and 14 years old. After school many of the neighborhood youth go to a home that is unsupervised. The city provides two supervisors that are highly qualified to work with the youth. The current services provided are youth mentoring, literacy programs and services, resource referral services to families that are in crisis or need direction as well as developing partnerships with community organizations that have common goals of improving the wellbeing of children in the community.
- Family Connection Center will be given \$9,000 to help pay for salaries for the employees that work at the Food Bank. Since the economic recession, thousands of families are in a financial crisis. While the demand for food escalates, the Food Bank faces shortages of donations. Food Bank participants no longer are provided with a "box" of food, however they have the freedom of choice which means they choose what food they want. By making this change the Food Bank is utilizing more volunteers, thus cutting back on staff and participants take less food than what was provided by boxing food. Family Connection Center is constantly looking for innovative ways to cut spending. This allows them to provide participants with more direct client services.

- Davis Community Learning Center will be given \$9,750 to use towards salaries for a part-time Volunteer Coordinator. The Center provides an array of services to low-income students and families of Clearfield including the following: Adult Learning Opportunities (ESL, Adult High School Completion, Citizenship and computer classes) access to Work Force Services, emergency food and clothing, mental health counseling, case management services, parent involvement classes, counseling and resources, Utah Parent Center, childcare for adult learners, links to all community agencies including Midtown Clinic and the Volunteer Medical Clinic. The center also provides services to the children at Wasatch Elementary School including the Before and After School Program.
- Safe Harbor will be given \$5,000 to help provide supportive services which involve providing shelter, safety planning, risk management, education and goal setting. These services will be able to assist families so they can move away from violence and forward to a life free of risk. This shelter operates 24 hours a day and has in-house community advocates to assist victims at any time of crisis. All services provided are free of charge to those that are eligible for the program.

Assistance provided through sub-recipients will serve any Clearfield resident, regardless of where they live in the city. Clearfield does not have areas of minority concentration. Our estimated population is 30,112 with 81.6% White, 3.1% African American, 2.6% Asian and less than 1% of American Indian & Alaska Native and Native Hawaiian & Other Pacific Islander.

- Clearfield City will use \$40,000 towards administrative costs for the employees that work with the CDBG program. This is within the guidelines of the 20% cap allowed.
- Clearfield City will use the remaining \$141,795 towards an infrastructure project on 400 West, from 2225 South to 2300 South. Clearfield City has completed several infrastructure projects using CDBG funds and staff is aware of the guidelines involved with these types of projects.

The exact funding amount for the next program year has not been determined at this time. Therefore, if the total grant amount is less than expected all of the projects above will be reduced accordingly, however, if the total grant amount is higher than anticipated the Clearfield Youth Resource Center will receive the additional amount that can be awarded to public service agencies and the remaining amount of the grant will be allocated to the 400 West infrastructure project.

Projects listed above correspond to the priority needs identified in the Clearfield City 5-Year Consolidated Plan.

General Questions

1. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.
2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.

3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.
4. Identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

Program Year 5 Action Plan General Questions response:

The last Census data indicates that the Clearfield City, Utah, population is 81.6% white. The remaining minority population is distributed over the entire city. Likewise, income levels are distributed relatively evenly. However, low and moderate income families tend to be in closer proximity to the industrial areas and the military base area. The rationale for the allocation of HUD funds and assigning priorities is based upon the areas where the greatest needs are arising. In the current economic downturn, there is shortfall of revenue and the CDBG funds are prioritized to fix failing infrastructure until the economy can improve. The failing infrastructure is located in neighborhoods that are low and moderate income.

Service programs have also been allocated funding with the highest priority to those programs that most benefit low and moderate income families in Clearfield. These programs are allocated as follows: Clearfield City Youth Resource Center, Family Connection Center, Davis Community Learning Center and Safe Harbor.

Clearfield City does not receive EMSA or HOPWA funds. There are no other federal or state resources that the City is aware of being available to the City.

To better address obstacles, Clearfield City should prepare a neighborhood revitalization strategy and identify more specific target areas.

Managing the Process

1. Identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.
2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.
3. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.

Program Year 5 Action Plan Managing the Process response:

Clearfield City is the lead agency and entitlement entity responsible for administering the programs under the Consolidated Plan. Other agencies administering a portion of the CDBG allotment through Clearfield City include: the Family Connection Center, Davis Community Learning Center, Clearfield Youth Resource Center and Safe Harbor. The One Year Action Plan is developed after a series of meetings with the staff and Mayor. Notices of the funds availability are sent to area entities and

agencies who can submit an application to Clearfield City to receive a portion of the CDBG allotment. Applications were received from eight (8) various entities and four (4) entities were recommended to receive funding by the staff and mayor. Clearfield City appropriates its full 15% cap to the public service entities noted in this Action Plan. The City also works well with its local public service providers in order to reach as many Clearfield residents as possible. Clearfield City recognizes that the CDBG funding is an essential part to more successful local public service organizations. However, there are only limited funds that can be annually awarded which limits the barriers that the City seeks to eliminate. The City will continue to refine its application process during the next year to allow for a broad range of social services that benefit Clearfield City's moderate and low-income residents.

Citizen Participation

1. Provide a summary of the citizen participation process.
2. Provide a summary of citizen comments or views on the plan.
3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.
4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

*Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

Program Year 5 Action Plan Citizen Participation response:

Clearfield City has adopted a Citizen Participation Plan that is implemented in conjunction with the One Year Action Plan. The Citizen Participation Plan is designed to provide for public input into the allotment of CDBG funds granted to Clearfield City. The Participation Plan seeks to reach out to minorities and others by putting notice of the public hearing on diverse location in the community. Also, notice of the public hearing is published in the Ogden Standard-Examiner, which is the local newspaper. Anyone can freely attend the public hearing and give comment on the One Year Action Plan. The first public hearing on the One Year Action Plan was held on March 11, 2014.

The notice of the public hearing was published in the newspaper at least 14 days before the hearing. In addition to the publication, public notices are posted at the Clearfield Post Office, Davis North Library Branch, Freeport Center Post Office, Clearfield City Hall, and on the City's website. Prior to adoption of the One Year Action Plan, the City informed the public of the anticipated amount of federal funds 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 is always available from the Community Development Department.

Residents of public and assisted housing developments, predominantly moderate or low income neighborhoods, minorities, non-English speaking persons, and persons with disabilities are especially encouraged to participate in the One Year Action Plan. In an effort to broaden participation, public hearing notices on the One Year Action Plan were provided to households on the utility bill, as well as posted on the City's website.

Institutional Structure

1. Describe actions that will take place during the next year to develop institutional structure.

Program Year 5 Action Plan Institutional Structure response:

Clearfield City is a municipal government duly incorporated and existing under the laws of the State of Utah. As a municipal government, the City has a 6-member council that includes a mayor, and functions under the city manager form of government. The CDBG funds received from HUD are administered by the City's Community Development Department. Within this Department, the Grant Administrator submits funding requests to the CDBG Steering Committee which has authority to review projects and make recommendations as to what agencies will receive funds and at what amount. The CDBG Steering Committee includes the Mayor, City Manager, Assistant City Manager, Development Services Manager and CDBG Coordinator.

Monitoring

1. Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

Program Year 5 Action Plan Monitoring response:

Clearfield City is divided into multiple departments. Each department oversees key aspects of municipal government. The CDBG program and grants are administered under the direction of the Clearfield City Community Development Department. This department employs a full-time Grant Administrator to monitor and oversee the grant administration of the City. The Grant Administrator works with agencies and entities using HUD funding to ensure that the proper contracts are utilized to outline the scope of work to be accomplished.

The City requires in its contracts that the City be allowed to conduct on-site inspections, review financial information, and examine records of the agency or entities receiving funding to assure matter of compliance.

Procedures that will be used to monitor our subrecipients include an on-site visit at least once during the program year. During this visit the subrecipient is asked to present documentation showing the number of people served, income verification (if necessary) as well as employee timesheets and financial documents that reflect the amount of CDBG funds requested through their program. All of these are reviewed to make sure they are obtaining the necessary information. These documents are compared with the documents submitted to our office to make sure they are in compliance and meeting a national objective. Also, conversation is made to see how their program is being benefitted and we also ask if they have any concerns/problems that need to be addressed. Most of the feedback includes concerns with the cutback of funding. This is something that affects us as well.

In addition to our on-site monitoring visits, the contracts between the City and the Subrecipients address the quarterly reporting requirements. All subrecipients must

make request for reimbursement and submit a performance report on a quarterly basis. This helps monitor their progress throughout the program year.

In order to monitor our performance in meeting our goals, the City uses a CDBG Workout Plan to ensure we are drawing down our funds in a timely manner. This spreadsheet also helps us monitor our funds to make sure we do not exceed the 1.5 times grant amount, come May 1st of the program year.

Internal monitoring is also administered by the Department and the Internal Audit process is used by Clearfield City.

Lead-based Paint

1. Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.

Program Year 5 Action Plan Lead-based Paint response:

Lead-based paint hazards in Clearfield City have been almost non-existent. There are numerous homes that were built pre-1978, which may contain lead based paint. However, if they are not reported to the appropriate agency, then it makes it difficult to determine how many homes in Clearfield may still have lead based paint.

The Davis County Health Department no longer performs lead-based paint evaluations, but does provide the public with information on hazards presented by lead-based paint. Clearfield City will continue to assist in disseminating this information provided by the Davis County Health Department. No other evaluations or remediation of lead-based paint hazards will be performed by Clearfield City.

HOUSING

Specific Housing Objectives

*Please also refer to the Housing Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Program Year 5 Action Plan Specific Objectives response:

Clearfield City is allotting \$9,000 in public service funds to the Family Connection Center to specifically support the Food Bank. The Family Connection Center also provides an emergency shelter and transitional housing assistance. This entity helps people obtain life skills training, which leads to stability and self-sufficiency in the home. Family Connection Center receives contributions of around \$1 million dollars from various federal, state, local programs, and from private sector contributions.

This entity benefits a large number of Clearfield City residents and is priority for such emphasis.

Currently the city has not allocated any funds for housing projects. In the past we have funded a Down Payment Assistance Program to help first time home buyers. Even though our office does not allocate funds to a particular housing project, we are still involved with housing issues. Occasionally our office is notified of potential violations of housing codes therefore, the building inspector will conduct an on-site inspection. If a violation has occurred, a notice is sent to the property owner to inform them of the problem. These notices help assist with providing a safe home for people to live.

Needs of Public Housing

1. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.
2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

Program Year 5 Action Plan Public Housing Strategy response:

Clearfield City will continue to support the programs offered by the Davis Community Housing Authority over the course of the next year. The Davis Community Housing Authority operates public housing facilities, provides rental assistance, Section 8 Housing, Emergency Home Repairs, Down Payment Assistance, Family Self-Sufficiency, and other housing related programs. The Davis Community Housing Authority is not designated as "troubled" by HUD.

In November 2006 Clearfield City created a Down Payment Assistance Program for first time home buyers. This program requires repayment of grant funds if the home is sold within the first seven years. During the next program year the city anticipates receiving approximately \$7,500 in repaid funds (program income.) Any funds (program income) received will be allocated to assist future first time home buyers.

Barriers to Affordable Housing

1. Describe the actions that will take place during the next year to remove barriers to affordable housing.

Program Year 5 Action Plan Barriers to Affordable Housing response:

Conclusions and Action Plan of Analysis of Impediments (AI) plan.

As Clearfield City approaches build out, how to best use remaining available land becomes even more important. Proper planning is needed to ensure that Clearfield continues to have enough affordable and workforce housing. Clearfield's careful planning will help the community thrive and make sure that it continues to be a desirable place to both work and live.

Clearfield has a very high percentage of renters and would like to add more homeowners to the city. Creating more opportunities for home ownership would help to create a more balanced community and bring home ownership rates up closer to state and county averages.

It is important that Clearfield continue their efforts in keeping a mix of housing types available throughout the city. Providing people with a range of housing choices has many positive aspects – both for the community in general and for individual families. For the community, a variety of housing consumes relatively less land and provides housing types that can serve as the backbone for communities that are walk-able and support transit use. As individuals and families move from one stage of life to the next, a variety of housing types enables them to live in a place that suits their needs while allowing them to reside in the same community, keeping those ties and staying close to family members if they desire.

The current market conditions have created affordable home ownership opportunities that did not exist a few years ago. However, along with lower home prices came increased difficulty in qualifying for a loan and many families are struggling with unemployment right now as well.

Impediment #1: Lower than average rates of home ownership within Clearfield City.

Priority #1: Increase Home Ownership Opportunities for all income levels, especially for moderate income families.

Clearfield City recognizes a need for more homeownership opportunities for all incomes. They have funded a first-time homebuyer's down payment assistance program off and on but there is currently not enough funding to continue the program. Beginning in 2006 and ending in 2009, Clearfield was able to help 79 families become homeowners through this program. Since some of these homes were sold before the seven years, the city received program income. In turn, we were able to help 10 additional families become homeowners during 2011 and 2012 and an additional 3 families in 2013. Clearfield City would like to see funding for this program extended in the upcoming year. Clearfield would also like to increase the percentage of homeowners in their city and will work towards this goal through a variety of means.

Impediment #2: Not enough homes for median and above median income families

Priority #2: Achieve a more balanced housing supply (encourage development of homes for median and above median income families)

Clearfield City recognizes a need for more homeownership opportunities for all incomes, especially moderate income families. In Clearfield, there is a large inventory of homes to choose from for someone looking to buy a home under \$200,000. There is also a large rental market with rentals available and affordable to those almost anywhere on the income scale. But for those at or above median income looking to buy a home in Clearfield, there is not much inventory. There is a need for higher end single family homes to balance the community and keep families in the city once they're ready to move on from their first "starter home." The city council and planning commission recognize this need and are working towards this through proper zoning and planning.

Impediment #3: Group Homes and Nursing Homes restricted to certain zones

Priority #3: Plan and prepare for Growing Senior Population

Seniors will be one of the most rapidly growing segments of the population over the next several years. It is projected that the number of people at retirement age will double by 2050 and make up 17.8% of the population. The median age of Davis County will go from 27 to 34 by 2050 as this senior segment of the population expands. The housing needs of seniors are met largely through homeownership. Only 150 elderly (62 or older) households rent in Clearfield and 779 elderly households are homeowners.

Although the Davis Community Housing Authority currently has no city demand for more senior units in Clearfield, the demand for rental units that are suitable for lower income senior renters will increase as the senior population grows.

The city zoning ordinances should allow senior housing wherever possible, especially near facilities that seniors are likely to need access to – such as medical centers, grocery stores, and public transportation. Clearfield should revisit the ordinance that restricts group homes within the city. Zoning ordinances should make allowance for all types of senior housing, as well as the density necessary to make it feasible.

Accessory dwelling units should be allowed county-wide. Accessory dwelling units provide another option for seniors who desire the benefits of living in a single family neighborhood without the burden of home maintenance.

Impediment #4: Not enough visitable and accessible single family homes

Priority #4: Promote visitable and accessible housing in all new developments.

One strategy that would help with the growing senior population is to make sure that all new developments are accessible or at least visitable for someone in a wheelchair or with a walker. Developers and homebuyers need to be encouraged to use principles of universal design when building new homes. Homebuyers need to be educated on the long term advantages of building a home accessible to all. Accessibility requirements for new apartment buildings need to be enforced.

Developers are not building accessible homes because of the false perception that it costs significantly more and that the home will not be as attractive and will not sell. In fact, the changes in design required to build an accessible home or apartment do not cost significantly more. The increased expense is in making those changes after the home is already constructed. Adapting a home to be accessible after it is built can be a very costly endeavor.

Clearfield City will encourage developers to significantly increase the number of accessible apartment units and homes over the next five years. Clearfield will continue to educate developers and the public by enforcing accessibility standards on all projects funded with CDBG money.

Impediment #5: Further outreach on Fair Housing Laws is needed

Priority #5: Continue to educate landlords and others on fair housing laws

Home-buyers, renters, landlords, architects, developers, and bankers all need to be aware of the Fair Housing Laws and comply with them. Although awareness is growing, more outreach is needed to provide information on predatory lending and discrimination. This information needs to be available in several languages to protect those populations most vulnerable to discrimination and predatory lending. Clearfield City operates a "Good Landlord" program which gives a discount on a required business license to landlords if they participate in "good landlord" training. The goal is to provide education on these Fair Housing topics. Continuing to support the "Good Landlord" program and look for other opportunities to educate the public on fair housing laws is a goal for Clearfield City.

The city also sends out a newsletter to all residents and will use this as an outreach tool in ongoing fair housing education efforts.

Need: Consistent Funding

In recent years the housing authorities and other non-profit agencies have been consistently losing the federal support dollars that they have heavily relied upon in the past. With the shortage of federal funds, it is becoming increasingly difficult or even impossible for these programs to keep providing the same level of service to the communities they serve. In addition to this, there is also the problem of other funding sources not being consistent from year-to-year. For these programs to be successful and help those they intend to serve, funding needs to be consistent. New sources of funding for housing services and programs need to be found to fill in the gap left by decreasing federal dollars.

HOME/ American Dream Down payment Initiative (ADDI)

1. Describe other forms of investment not described in § 92.205(b).
2. If the participating jurisdiction (PJ) will use HOME or ADDI funds for homebuyers, it must state the guidelines for resale or recapture, as required in § 92.254 of the HOME rule.
3. If the PJ will use HOME funds to refinance existing debt secured by multifamily housing that is that is being rehabilitated with HOME funds, it must state its refinancing guidelines required under § 92.206(b). The guidelines shall describe the conditions under which the PJ will refinance existing debt. At a minimum these guidelines must:
 - a. Demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
 - b. Require a review of management practices to demonstrate that disinvestments in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
 - c. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
 - d. Specify the required period of affordability, whether it is the minimum 15 years or longer.

- e. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a Federally designated Empowerment Zone or Enterprise Community.
 - f. State that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.
4. If the PJ is going to receive American Dream Down payment Initiative (ADDI) funds, please complete the following narratives:
 - a. Describe the planned use of the ADDI funds.
 - b. Describe the PJ's plan for conducting targeted outreach to residents and tenants of public housing and manufactured housing and to other families assisted by public housing agencies, for the purposes of ensuring that the ADDI funds are used to provide down payment assistance for such residents, tenants, and families.
 - c. Describe the actions to be taken to ensure the suitability of families receiving ADDI funds to undertake and maintain homeownership, such as provision of housing counseling to homebuyers.

Program Year 5 Action Plan HOME/ADDI response:
Clearfield City does not receive any HOME/ADDI funding.

HOMELESS

Specific Homeless Prevention Elements

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. Sources of Funds—Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.
2. Homelessness—In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.
3. Chronic homelessness—The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2012. Again, please identify barriers to achieving this.
4. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.
5. Discharge Coordination Policy—Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

Program Year 5 Action Plan Special Needs response:

The only federal funding that Clearfield City receives for homelessness is the limited allotment of CDBG funds. Currently, chronic homelessness problems are not significant in Clearfield City because the homeless populations are in the large cities such as Salt Lake City and Ogden City. Notwithstanding, Clearfield City will allocate \$32,082 to public service programs geared to prevent and help individuals and families achieve self-sufficiency. The programs supported include emergency and transitional housing, food bank assistance, emergency sheltering at local motels, permanent supportive housing, life and learning skill programs, health clinic and counseling programs. The City also uses the programs offered by the Davis Community Housing Authority for homeless prevention and uses that entity's discharge policy. One major obstacle of eliminating chronic homelessness is lack of federal funding. At this present time Clearfield City is only able to allocate \$32,082 to public service agencies.

Emergency Shelter Grants (ESG)

(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.

Program Year 5 Action Plan ESG response:

Clearfield City does not receive any ESG funding.

COMMUNITY DEVELOPMENT

Community Development

*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), public facilities, public improvements, public services and economic development.
2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

*Note: Each specific objective developed to address a priority need, must be identified by number and contain proposed accomplishments, the time period (i.e., one, two, three, or more years), and annual program year numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms as identified and defined by the jurisdiction.

Program Year 5 Action Plan Community Development response:

Clearfield City will use the remaining \$141,795 towards an infrastructure project on 400 West, from 2225 South to 2300 South. Clearfield City has completed several infrastructure projects using CDBG funds and staff is aware of the guidelines involved with these types of projects. The expected number of households benefitting from the infrastructure project is 20-30 and the construction timeframe is approximately 60 to 90 days.

Antipoverty Strategy

1. Describe the actions that will take place during the next year to reduce the number of poverty level families.

Program Year 5 Action Plan Antipoverty Strategy response:

Clearfield City is funding programs to assist in the reduction of poverty level families. To best assist families, the City will use \$8,332 to fund programs offered by the Clearfield Youth Resource Center to assist at-risk youth, teach life skills, and build self-esteem. Youth will benefit through literacy programs and family referral for crisis assistance. This program helps teach youth the necessary skills so they can be contributing members of society.

Also, \$9,000 will be granted to the Family Connection Center for its programs that help reduce poverty by offering beneficial life skill programs for persons at-risk of poverty. Programs offered by this entity assist over a thousand people per year, many of whom are Clearfield residents.

Davis Community Learning Center will be given \$9,750 to use towards salaries for a part-time Volunteer Coordinator. The Center provides an array of services to low-income students and families of Clearfield including the following: Adult Learning Opportunities (ESL, Adult High School Completion, Citizenship and computer classes) access to Work Force Services, emergency food and clothing, mental health counseling, case management services, parent involvement classes, counseling and resources, Utah Parent Center, childcare for adult learners, links to all community agencies including Midtown Clinic and the Volunteer Medical Clinic. The center also provides services to the children at Wasatch Elementary School including the Before and After School Program.

NON-HOMELESS SPECIAL NEEDS HOUSING

Non-homeless Special Needs (91.220 (c) and (e))

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Program Year 5 Action Plan Specific Objectives response:

Clearfield Youth Resource Center will receive \$8,332 for support the priority of helping at-risk youth. This Center provides programs and support services that assist families and youth in Clearfield to become more successful in a safe environment. The center is located in a neighborhood where many children live. The center targets youth between 10 and 14 years old. The City provides two supervisors that are highly qualified to work with the youth. The current services provided are youth mentoring, literacy programs and services, resource referral services to families that are in crisis or need direction, and development of partnerships with

community organizations that have common goals of improving the well-being of children in the community. Some of the partners created for this project are the Family Connection Center, Davis School District, United Way, Davis County Health Department, Davis Mental Health, Boys and Girls Club, Division of Wildlife Services and the Parent Education Resource Center.

The city will use \$141,795 towards an infrastructure project on 400 West, from 2225 South to 2300 South. The project cost will exceed this amount therefore; the city will use city funds to pay the additional cost.

Housing Opportunities for People with AIDS

*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. Provide a Brief description of the organization, the area of service, the name of the program contacts, and a broad overview of the range/ type of housing activities to be done during the next year.
2. Report on the actions taken during the year that addressed the special needs of persons who are not homeless but require supportive housing, and assistance for persons who are homeless.
3. Evaluate the progress in meeting its specific objective of providing affordable housing, including a comparison of actual outputs and outcomes to proposed goals and progress made on the other planned actions indicated in the strategic and action plans. The evaluation can address any related program adjustments or future plans.
4. Report on annual HOPWA output goals for the number of households assisted during the year in: (1) short-term rent, mortgage and utility payments to avoid homelessness; (2) rental assistance programs; and (3) in housing facilities, such as community residences and SRO dwellings, where funds are used to develop and/or operate these facilities. Include any assessment of client outcomes for achieving housing stability, reduced risks of homelessness and improved access to care.
5. Report on the use of committed leveraging from other public and private resources that helped to address needs identified in the plan.
6. Provide an analysis of the extent to which HOPWA funds were distributed among different categories of housing needs consistent with the geographic distribution plans identified in its approved Consolidated Plan.
7. Describe any barriers (including non-regulatory) encountered, actions in response to barriers, and recommendations for program improvement.
8. Please describe the expected trends facing the community in meeting the needs of persons living with HIV/AIDS and provide additional information regarding the administration of services to people with HIV/AIDS.
9. Please note any evaluations, studies or other assessments that will be conducted on the local HOPWA program during the next year.

Program Year 5 Action Plan HOPWA response:
Clearfield City does not receive HOPWA funding.

Specific HOPWA Objectives

Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the Action Plan.

Program Year 5 Specific HOPWA Objectives response:
Clearfield City does not receive HOPWA funding.

Other Narrative

Include any Action Plan information that was not covered by a narrative in any other section.



SF 424

The SF 424 is part of the CPMP Annual Action Plan. SF 424 form fields are included in this document. Grantee information is linked from the 1CPMP.xls document of the CPMP tool.

SF 424

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

04/22/2014	Applicant Identifier	Type of Submission	
Date Received by state	State Identifier	Application	Pre-application
Date Received by HUD	Federal Identifier	<input type="checkbox"/> Construction	<input type="checkbox"/> Construction
		<input type="checkbox"/> Non Construction	<input type="checkbox"/> Non Construction
Applicant Information			
Clearfield City		UOG Code	
55 South State Street		07-301-9325	
		Municipality	
Clearfield City	Utah	Community Development Department	
84015	Country U.S.A.	0	
Employer Identification Number (EIN):		Davis	
87-6000216		7/1	
Applicant Type:		Specify Other Type if necessary:	
Local Government: City		Specify Other Type	
Program Funding		U.S. Department of Housing and Urban Development	
Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding			
Community Development Block Grant		14.218 Entitlement Grant	
Infrastructure / Public Service Agencies / CDBG Administration			
\$CDBG Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$213,877			
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
\$7,500			
Total Funds Leveraged for CDBG-based Project(s)			
Home Investment Partnerships Program		14.239 HOME	
HOME Project Titles		Description of Areas Affected by HOME Project(s)	
\$HOME Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged	\$Additional State Funds Leveraged		
\$Locally Leveraged Funds	\$Grantee Funds Leveraged		

\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOME-based Project(s)			
Housing Opportunities for People with AIDS		14.241 HOPWA	
HOPWA Project Titles		Description of Areas Affected by HOPWA Project(s)	
\$HOPWA Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOPWA-based Project(s)			
Emergency Shelter Grants Program		14.231 ESG	
ESG Project Titles		Description of Areas Affected by ESG Project(s)	
\$ESG Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for ESG-based Project(s)			
Congressional Districts of:		Is application subject to review by state Executive Order 12372 Process?	
Applicant Districts	Project Districts		
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.		<input type="checkbox"/> Yes	This application was made available to the state EO 12372 process for review on DATE
		<input checked="" type="checkbox"/> No	Program is not covered by EO 12372
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> N/A	Program has not been selected by the state for review

Person to be contacted regarding this application		
Stacy		Millgate
CDBG Coordinator	801-525-2781	801-525-2865
stacy.millgate@clearfieldcity.org	www.clearfieldcity.org	
Signature of Authorized Representative		Date Signed

Housing Needs Table		Grantee: Clearfield City														Priority Need?	Plan to Fund?	Fund Source	Households with a Disabled Member		Disproportionate Racial/Ethnic Need?	# of Households in lead-Hazard Housing	Total Low Income HIV/AIDS Population			
		Only complete blue sections. Do NOT type in sections other than blue.																	% HSHLD	# HSHLD						
		Current % of Households	Current Number of Households	3-5 Year Quantities																				% of Goal		
Year 1				Year 2		Year 3		Year 4*		Year 5*		Multi-Year														
		Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual											
Household Income <=30% MFI	Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	60														100%	1075	0	4656	16			
			Any housing problems	66.7	40	0		0		0		0		0		0	####	L	N							
			Cost Burden > 30%	66.7	40	2	0	2	0	2	0	2		2		0	####	M	Y	C						
			Cost Burden >50%	33.3	20	0		0		0		0		0		0	####	L	N							
			Small Related	NUMBER OF HOUSEHOLDS	100%	326																				
				With Any Housing Problems	78.8	257	3	0	3	0	3	0	3		3		0	####	H	Y	C					
				Cost Burden > 30%	75.8	247	2	0	2	0	2	0	2		2		0	####	H	Y	C					
				Cost Burden >50%	63.8	208	0		0		0		0		0		0	####	L	N						
				Large Related	NUMBER OF HOUSEHOLDS	100%	36																			
				With Any Housing Problems	44.4	16	0		0		0		0		0		0	####	L	N						
				Cost Burden > 30%	44.4	16	0		0		0		0		0		0	####	L	N						
				Cost Burden >50%	22.2	8	0		0		0		0		0		0	####	L	N						
			All other hshold	NUMBER OF HOUSEHOLDS	100%	130																				
			With Any Housing Problems	92.3	120	3	0	3	0	3	0	3		3		0	####	H	Y	C						
			Cost Burden > 30%	92.3	120	2	0	2	0	2	0	2		2		0	####	H	Y	C						
			Cost Burden >50%	76.9	100	1	0	1	0	1	0	1		1		0	####	M	Y	C						
		Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	58																				
				With Any Housing Problems	58.6	34	0		0		0		0		0		0	####	L	N						
				Cost Burden > 30%	58.6	34	0		0		0		0		0		0	####	L	N						
				Cost Burden >50%	58.6	34	0		0		0		0		0		0	####	L	N						
				Small Related	NUMBER OF HOUSEHOLDS	100%	78																			
				With Any Housing Problems	87.2	68	2	0	2	2	2	2	2		2		4	####	H	Y	C					
				Cost Burden > 30%	82.1	64	1	0	1	1	1	1	1		1		2	####	M	Y	C					
				Cost Burden >50%	69.2	54	0		0		0		0		0		0	####	L	N						
				Large Related	NUMBER OF HOUSEHOLDS	100%	8																			
				With Any Housing Problems	100	8	0		0		0		0		0		0	####	L	N						
				Cost Burden > 30%	100	8	0		0		0		0		0		0	####	L	N						
				Cost Burden >50%	100	8	0		0		0		0		0		0	####	L	N						
		All other hshold	NUMBER OF HOUSEHOLDS	100%	84																					
		With Any Housing Problems	95.2	80	2	0	2	0	2	0	2		2		0	####	H	Y	C							
		Cost Burden > 30%	95.2	80	1	0	1	0	1	0	1		1		0	####	H	Y	C							
		Cost Burden >50%	77.4	65	1	0	1	0	1	0	1		1		0	####	M	Y	C							
	Elderly	NUMBER OF HOUSEHOLDS	100%	10														100%								
		With Any Housing Problems	0	0	0		0		0		0		0		0	####	L	N			0					
		Cost Burden > 30%	0	0	0		0		0		0		0		0	####	L	N								
		Cost Burden >50%	0	0	0		0		0		0		0		0	####	L	N								

MFI	Household Income >30 to <=50%	Owner	Renter	Subcategory	Metric	%	Count	Housing Problems										H	Y	C	L	N	%	Count	
								1	2	3	4	5	6	7	8	9	10								11
50 to <=80%	>30 to <=50%	Renter	Small Related	NUMBER OF HOUSEHOLDS	100%	499																			
				With Any Housing Problems	60.9	304	3	0	3	0	3	0	3	0	3	0	3	0	0	####	H	Y	C		
				Cost Burden > 30%	55.9	279	3	0	3	0	3	0	3	0	3	0	3	0	0	####	H	Y	C		
			Cost Burden >50%	14	70	1	0	1	0	1	0	1	0	1	0	1	0	0	####	M	Y	C			
			Large Related	NUMBER OF HOUSEHOLDS	100%	149																			
				With Any Housing Problems	59.7	89	1	0	1	0	1	0	1	0	1	0	1	0	0	####	M	Y	C		
		Cost Burden > 30%		53	79	1	0	1	0	1	0	1	0	1	0	1	0	0	####	M	Y	C			
		Cost Burden >50%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N					
		All other hshold	NUMBER OF HOUSEHOLDS	100%	74																				
			With Any Housing Problems	66.2	49	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N				
			Cost Burden > 30%	60.8	45	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N				
		Cost Burden >50%	13.5	10	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N					
	Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	168																				
			With Any Housing Problems	32.1	54	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N				
			Cost Burden > 30%	32.1	54	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N				
			Cost Burden >50%	26.2	44	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N				
		Small Related	NUMBER OF HOUSEHOLDS	100%	89																				
			With Any Housing Problems	83.1	74	1	0	1	0	1	0	1	0	1	0	1	0	0	####	M	Y	C			
	Large Related	NUMBER OF HOUSEHOLDS	100%	75																					
		With Any Housing Problems	70.7	53	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N					
	All other hshold	NUMBER OF HOUSEHOLDS	100%	14																					
		With Any Housing Problems	28.6	4	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N					
		Cost Burden > 30%	28.6	4	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N					
		Cost Burden >50%	28.6	4	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N					
>30 to <=80%	Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	55																		100%		
			With Any Housing Problems	18.2	10	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N			0	
			Cost Burden > 30%	18.2	10	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N				
		Cost Burden >50%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N					
		Small Related	NUMBER OF HOUSEHOLDS	100%	705																				
			With Any Housing Problems	22.7	160	1	0	1	0	1	0	1	0	1	0	1	0	0	####	M	Y	C			
	Cost Burden > 30%		12.1	85	1	0	1	0	1	0	1	0	1	0	1	0	0	####	M	Y	C				
	Cost Burden >50%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N						
	Large Related	NUMBER OF HOUSEHOLDS	100%	202																					
		With Any Housing Problems	26.2	53	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N					
		Cost Burden > 30%	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N					
	Cost Burden >50%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N						
All other hshold	NUMBER OF HOUSEHOLDS	100%	148																						
	With Any Housing Problems	36.5	54	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N						
Cost Burden > 30%	33.8	50	0	0	0	0	0	0	0	0	0	0	0	0	0	####	L	N							

Clearfield City						
Housing Market Analysis						
<i>Complete cells in blue.</i>						
Housing Stock Inventory	Vacancy Rate	0 & 1 Bedroom	2 Bedrooms	3+ Bedroom	Total	Substandard Units
Affordability Mismatch						
Occupied Units: Renter		765	1189	1551	3505	1010
Occupied Units: Owner		122	674	3562	4358	552
Vacant Units: For Rent	7%	24	160	52	236	76
Vacant Units: For Sale	4%	35	68	57	160	23
Total Units Occupied & Vacant		1470	2533	4954	8957	1661
Rents: Applicable FMRs (in \$s)		0	717	890		
Rent Affordable at 30% of 50% of MFI (in \$s)		582	717	986		
Public Housing Units						
Occupied Units		0	0	22	22	0
Vacant Units		0	0	0	0	0
Total Units Occupied & Vacant		0	0	22	22	0
Rehabilitation Needs (in \$s)		0	0	25,000	25,000	

Continuum of Care Homeless Population and Subpopulations Chart

Part 1: Homeless Population		Sheltered		Un-sheltered	Total	Clearfield City														
		Emergency	Transitional			Data Quality														
1.	Homeless Individuals	2	0	0	2	(E) estimates ▼														
2.	Homeless Families with Children	2	6	0	8															
	2a. Persons in Homeless with Children Families	4	16	0	20															
Total (lines 1 + 2a)		6	16	0	22															
Part 2: Homeless Subpopulations		Sheltered		Un-sheltered	Total	Data Quality														
						Data Quality														
1.	Chronically Homeless	0	0	0	0	(E) estimates ▼														
2.	Severely Mentally Ill	0	0	0	0															
3.	Chronic Substance Abuse	0	0	0	0															
4.	Veterans	0	0	0	0															
5.	Persons with HIV/AIDS	0	0	0	0															
6.	Victims of Domestic Violence	22	0	0	22															
7.	Youth (Under 18 years of age)	17	0	0	17															
Part 3: Homeless Needs Table: Individuals		Needs	Currently Available	Gap	5-Year Quantities										Total			Priority H, M, L	Plan to Fund? Y	Fund Source: CDBG, HOME, HOPWA, ESG or Other
					Year 1		Year 2		Year 3		Year 4		Year 5		Goal	Actual	% of Goal			
					Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete						
Beds	Emergency Shelters	2	0	2	1	1	1	0	1	0	1	0	1	0	5	1	20%	H	Y	C
	Transitional Housing	4	0	4	1	1	1	1	1	1	1	0	1	0	5	3	60%	H	Y	C
	Permanent Supportive Housing	2	0	2	1	0	1	0	1	1	1	0	1	0	5	1	20%	M	Y	C
	Total	8	0	8	3	2	3	1	3	2	3	0	3	0	15	5	33%			
Chronically Homeless		0	0															L	N	C

Part 4: Homeless Needs Table: Families		Needs	Currently Available	Gap	5-Year Quantities										Total			Priority H, M, L	Plan to Fund? Y	Fund Source: CDBG, HOME, HOPWA, ESG, or Other
					Year 1		Year 2		Year 3		Year 4		Year 5		Goal	Actual	% of Goal			
					Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete						
Beds	Emergency Shelters	2	0	2	1	1	1	0	1	0	1	0	1	0	5	1	20%	H	Y	C
	Transitional Housing	20	5	15	3	3	3	3	3	3	3	0	3	0	15	9	60%	H	Y	C
	Permanent Supportive Housing	20	0	20	4	0	4	0	4	0	4	0	4	0	20	0	0%	H	Y	C
	Total	42	5	37	8	4	8	3	0	3	8	0	8	0	32	10	31%			

Completing Part 1: Homeless Population. This must be completed using statistically reliable, unduplicated counts or estimates of homeless persons in sheltered and unsheltered locations at a one-day point in time. The counts must be from: (A) administrative records, (N) enumerations, (S) statistically reliable samples, or (E) estimates. The quality of the data presented in each box must be identified as: (A), (N), (S) or (E).

Completing Part 2: Homeless Subpopulations. This must be completed using statistically reliable, unduplicated counts or estimates of homeless persons in sheltered and unsheltered locations at a one-day point in time. The numbers must be from: (A) administrative records, (N) enumerations, (S) statistically reliable samples, or (E) estimates. The quality of the data presented in each box must be identified as: (A), (N), (S) or (E).

Sheltered Homeless. Count adults, children and youth residing in shelters for the homeless. "Shelters" include all emergency shelters and transitional shelters for the homeless, including domestic violence shelters, residential programs for runaway/homeless youth, and any hotel/motel/apartment voucher arrangements paid by a public/private agency because the person or family is homeless. Do not count: (1) persons who are living doubled up in conventional housing; (2) formerly homeless persons who are residing in Section 8 SRO, Shelter Plus Care, SHP permanent housing or other permanent housing units; (3) children or youth, who because of their own or a parent's homelessness or abandonment, now reside temporarily and for a short anticipated duration in hospitals, residential treatment facilities, emergency foster care, detention facilities and the like; and (4) adults living in mental health facilities, chemical dependency facilities, or criminal justice facilities.

Unsheltered Homeless. Count adults, children and youth sleeping in places not meant for human habitation. Places not meant for human habitation include streets, parks, alleys, parking ramps, parts of the highway system, transportation depots and other parts of transportation systems (e.g. subway tunnels, railroad car), all-night commercial establishments (e.g. movie theaters, laundromats, restaurants), abandoned buildings, building roofs or stairwells, chicken coops and other farm outbuildings, caves, campgrounds, vehicles, and other similar places.

Grantee Name: Clearfield City		Needs	Currently Available	GAP	3-5 Year Quantities										Total			Priority Need: H	Plan to Fund? Y/N	Fund Source: CDF
Non-Homeless Special Needs Including HOPWA					Year 1		Year 2		Year 3		Year 4*		Year 5*		Goal	Actual	% of Goal			
					Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete						
Housing Needed	52. Elderly	28	16	12	2	2	2	2	2	2	2	0	4	0	12	6	50%	H	Y	C
	53. Frail Elderly	8	4	4	0	0	2	0	0	0	2	0	0	0	4	0	0%	H	Y	C
	54. Persons w/ Severe Mental Illness	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N	C
	55. Developmentally Disabled	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N	C
	56. Physically Disabled	67	42	25	5	5	5	5	5	5	5	0	5	0	25	15	60%	H	Y	C
	57. Alcohol/Other Drug Addicted	1	1	0	0	0	0	0	1	1	0	0	0	0	0	1	###	M	Y	C
	58. Persons w/ HIV/AIDS & their families	33	33	0	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N	C
	59. Public Housing Residents	90	22	68	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N	C
Total		229	120	109	7	7	9	7	8	8	9	0	9	0	50	22	44%			
Supportive Services Needed	60. Elderly	2	1	0	0	0	1	0	0	0	0	0	0	0	1	0	0%	H	Y	C
	61. Frail Elderly	2	1	0	0	0	1	0	0	0	0	0	0	0	1	0	0%	H	Y	C
	62. Persons w/ Severe Mental Illness	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N	C
	63. Developmentally Disabled	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N	C
	64. Physically Disabled	1	0	1	0	0	0	0	1	0	0	0	0	0	1	0	0%	H	Y	C
	65. Alcohol/Other Drug Addicted	1	1	0	1	0	0	0	0	0	0	0	0	0	1	0	0%	M	N	C
	66. Persons w/ HIV/AIDS & their families	33	33	0	0	0	0	0	0	0	0	0	0	0	0	0	###	N	N	C
	67. Public Housing Residents	22	22	0	0	0	0	0	0	0	0	0	0	0	0	0	###	N	N	C
Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	###			

Clearfield City

Only complete blue sections.

Housing and Community Development Activities		Needs	Current	Gap	5-Year Quantities										% of Goal	Priority Need: H, M, L	Dollars to Address	Plan to Fund? Y/N	Fund Source		
					Year 1		Year 2		Year 3		Year 4		Year 5							Cumulative	
					Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual						Goal	Actual
01 Acquisition of Real Property 570.201(a)		5	0	5	1	0	1	0	1	1	1	1	1	1	5	1	20%	H		Y	C
02 Disposition 570.201(b)		5	0	5	1	0	1	1	1	1	1	1	1	1	5	2	40%	H		Y	C
Public Facilities and Improvements	03 Public Facilities and Improvements (General) 570.201(c)		10	0	10	2	1	2	1	2	2	2	2	2	10	4	40%	H		Y	C
	03A Senior Centers 570.201(c)		6	1	5	1	1	1	0	1	0	1	1	1	5	1	20%	H		N	C
	03B Handicapped Centers 570.201(c)		0	0	0										0	0	####	L		N	C
	03C Homeless Facilities (not operating costs) 570.201(c)		0	0	0										0	0	####	L		N	C
	03D Youth Centers 570.201(c)		2	1	1					1	1				1	1	100%	M		Y	C
	03E Neighborhood Facilities 570.201(c)		3	0	3			1	0	1	0	1			3	0	0%	H		Y	C
	03F Parks, Recreational Facilities 570.201(c)		20	15	5	1	0	1	0	1	0	1		1	5	0	0%	H		Y	C
	03G Parking Facilities 570.201(c)		1	0	1							1			1	0	0%	L		Y	C
	03H Solid Waste Disposal Improvements 570.201(c)		0	0	0										0	0	####	L		N	C
	03I Flood Drain Improvements 570.201(c)		5	0	5	1	0	1	0	1	0	1		1	5	0	0%	H		Y	C
	03J Water/Sewer Improvements 570.201(c)		10	0	10	2	1	2	2	2	2	2		2	10	5	50%	H		Y	C
	03K Street Improvements 570.201(c)		10	0	10	2	1	2	1	2	2	2		2	10	4	40%	H		Y	C
	03L Sidewalks 570.201(c)		10	0	10	2	1	2	1	2	2	2		2	10	4	40%	H		Y	C
	03M Child Care Centers 570.201(c)		0	0	0										0	0	####	L		N	C
	03N Tree Planting 570.201(c)		5	0	5	1	0	1	0	1	1	1		1	5	1	20%	M		Y	C
	03O Fire Stations/Equipment 570.201(c)		0	0	0										0	0	####	L		N	C
03P Health Facilities 570.201(c)		0	0	0										0	0	####	L		N	C	
03Q Abused and Neglected Children Facilities 570.201(c)		0	0	0										0	0	####	L		N	C	
03R Asbestos Removal 570.201(c)		0	0	0										0	0	####	L		N	C	
03S Facilities for AIDS Patients (not operating costs) 570.201(c)		0	0	0										0	0	####	L		N	C	
03T Operating Costs of Homeless/AIDS Patients Programs		0	0	0										0	0	####	L		N	C	
04 Clearance and Demolition 570.201(d)		5	0	5	1	0	1	0	1	0	1		1	5	0	0%	M		Y	C	
04A Clean-up of Contaminated Sites 570.201(d)		1	0	1					1					1	0	0%	L		N	C	
Public Services	05 Public Services (General) 570.201(e)		10	0	10	2	2	2	2	2	2		2	10	6	60%	H		Y	C	
	05A Senior Services 570.201(e)		5	0	5	1	1	1	0	1	0	1		1	5	1	20%	H		Y	C
	05B Handicapped Services 570.201(e)		5	0	5	1	1	1	1	1	1		1	5	3	60%	H		Y	C	
	05C Legal Services 570.201(e)		0	0	0										0	0	####	L		N	C
	05D Youth Services 570.201(e)		5	0	5	1	1	1	1	1	1		1	5	3	60%	H		Y	C	
	05E Transportation Services 570.201(e)		0	0	0										0	0	####	L		N	C
	05F Substance Abuse Services 570.201(e)		5	0	5	1	0	1	0	1	1		1	5	1	20%	H		Y	C	
	05G Battered and Abused Spouses 570.201(e)		15	0	15	3	3	3	0	3	0	3		3	15	3	20%	H		Y	C
	05H Employment Training 570.201(e)		0	0	0										0	0	####	L		N	C
	05I Crime Awareness 570.201(e)		0	0	0										0	0	####	L		N	C
	05J Fair Housing Activities (if CDBG, then subject to 570.201(e))		0	0	0										0	0	####	L		N	C
	05K Tenant/Landlord Counseling 570.201(e)		0	0	0										0	0	####	L		N	C
	05L Child Care Services 570.201(e)		0	0	0										0	0	####	L		N	C
	05M Health Services 570.201(e)		0	0	0										0	0	####	L		N	C
	05N Abused and Neglected Children 570.201(e)		5	0	5	1	1	1	1	1	1		1	5	3	60%	L		Y	C	
	05O Mental Health Services 570.201(e)		0	0	0										0	0	####	L		N	C
05P Screening for Lead-Based Paint/Lead Hazards Poison 570.201		0	0	0										0	0	####	L		N	C	
05Q Subsistence Payments 570.204		0	0	0										0	0	####	L		N	C	
05R Homeownership Assistance (not direct) 570.204		15	0	15	3	0	3	3	3	0	3		3	15	3	20%	H		Y	C	

	05S Rental Housing Subsidies (if HOME, not part of 5% 570.204	0	0	0										0	0	####	L		N	C
	05T Security Deposits (if HOME, not part of 5% Admin c	0	0	0										0	0	####	L		N	C
	06 Interim Assistance 570.201(f)	5	0	5	1	0	1	0	1	0	1	1		5	0	0%	M		Y	C
	07 Urban Renewal Completion 570.201(h)	5	0	5	1	0	1	0	1	0	1	1		5	0	0%	M		Y	C
	08 Relocation 570.201(i)	5	0	5	1	0	1	0	1	0	1	1		5	0	0%	H		Y	C
	09 Loss of Rental Income 570.201(j)	0	0	0										0	0	####	L		N	C
	10 Removal of Architectural Barriers 570.201(k)	10	0	10	2	0	2	0	2	0	2	2		10	0	0%	H		Y	C
	11 Privately Owned Utilities 570.201(l)	0	0	0										0	0	####	L		N	C
	12 Construction of Housing 570.201(m)	0	0	0										0	0	####	L		N	C
	13 Direct Homeownership Assistance 570.201(n)	25	0	25	5	0	5	5	5	0	5	5		25	5	20%	H		Y	C
	14A Rehab: Single-Unit Residential 570.202	25	0	25	5	0	5	0	5	0	5	5		25	0	0%	H		Y	C
	14B Rehab: Multi-Unit Residential 570.202	5	0	5	1	0	1	0	1	0	1	1		5	0	0%	M		Y	C
	14C Public Housing Modernization 570.202	5	0	5	1	0	1	0	1	0	1	1		5	0	0%	M		Y	C
	14D Rehab: Other Publicly-Owned Residential Buildings 570.202	5	0	5	1	1	1	0	1	0	1	1		5	1	20%	M		Y	C
	14E Rehab: Publicly or Privately-Owned Commercial/Indu 570.202	0	0	0										0	0	####	L		N	C
	14F Energy Efficiency Improvements 570.202	5	0	5	1	1	1	1	1	1	1	1		5	3	60%	M		Y	C
	14G Acquisition - for Rehabilitation 570.202	0	0	0										0	0	####	L		N	C
	14H Rehabilitation Administration 570.202	0	0	0										0	0	####	L		N	C
	14I Lead-Based/Lead Hazard Test/Abate 570.202	5	0	5	1	0	1	0	1	0	1	1		5	0	0%	M		Y	C
	15 Code Enforcement 570.202(c)	5	0	5	1	1	1	1	1	1	1	1		5	3	60%	M		Y	C
	16A Residential Historic Preservation 570.202(d)	1	0	1										1	0	0%	M		Y	C
	16B Non-Residential Historic Preservation 570.202(d)	0	0	0										0	0	####	L		N	C
	17A CI Land Acquisition/Disposition 570.203(a)	0	0	0										0	0	####	L		N	C
	17B CI Infrastructure Development 570.203(a)	0	0	0										0	0	####	L		N	C
	17C CI Building Acquisition, Construction, Rehabilitat 570.203(a)	0	0	0										0	0	####	L		N	C
	17D Other Commercial/Industrial Improvements 570.203(a)	0	0	0										0	0	####	L		N	C
	18A ED Direct Financial Assistance to For-Profits 570.203(b)	0	0	0										0	0	####	L		N	C
	18B ED Technical Assistance 570.203(b)	0	0	0										0	0	####	L		N	C
	18C Micro-Enterprise Assistance	0	0	0										0	0	####	L		N	C
	19A HOME Admin/Planning Costs of PJ (not part of 5% Ad	0	0	0										0	0	####	L		N	C
	19B HOME CHDO Operating Costs (not part of 5% Admin ca	0	0	0										0	0	####	L		N	C
	19C CDBG Non-profit Organization Capacity Building	0	0	0										0	0	####	L		N	C
	19D CDBG Assistance to Institutes of Higher Education	0	0	0										0	0	####	L		N	C
	19E CDBG Operation and Repair of Foreclosed Property	0	0	0										0	0	####	L		N	C
	19F Planned Repayment of Section 108 Loan Principal	0	0	0										0	0	####	L		N	C
	19G Unplanned Repayment of Section 108 Loan Principal	0	0	0										0	0	####	L		N	C
	19H State CDBG Technical Assistance to Grantees	0	0	0										0	0	####	L		N	C
	20 Planning 570.205	5	0	5	1	1	1	1	1	1	1	1		5	3	60%	H		Y	C
	21A General Program Administration 570.206	5	0	5	1	1	1	1	1	1	1	1		5	3	60%	H		Y	C
	21B Indirect Costs 570.206	5	0	5	1	1	1	1	1	1	1	1		5	3	60%	H		Y	C
	21D Fair Housing Activities (subject to 20% Admin cap) 570.206	0	0	0										0	0	####	L		N	C
	21E Submissions or Applications for Federal Programs 570.206	0	0	0										0	0	####	L		N	C
	21F HOME Rental Subsidy Payments (subject to 5% cap)	0	0	0										0	0	####	L		N	C
	21G HOME Security Deposits (subject to 5% cap)	0	0	0										0	0	####	L		N	C
	21H HOME Admin/Planning Costs of PJ (subject to 5% cap	0	0	0										0	0	####	L		N	C
	21I HOME CHDO Operating Expenses (subject to 5% cap)	0	0	0										0	0	####	L		N	C
	22 Unprogrammed Funds	0	0	0										0	0	####	L		N	C
PWA	31J Facility based housing – development	0	0	0										0	0	####	L		N	C
	31K Facility based housing - operations	0	0	0										0	0	####	L		N	C
	31G Short term rent mortgage utility payments	0	0	0										0	0	####	L		N	C
	31F Tenant based rental assistance	0	0	0										0	0	####	L		N	C
	31E Supportive service	0	0	0										0	0	####	L		N	C

HO	311 Housing information services	0	0	0											0	0	#####	L		N	C
	31H Resource identification	0	0	0											0	0	#####	L		N	C
	31B Administration - grantee	0	0	0											0	0	#####	L		N	C
	31D Administration - project sponsor	0	0	0											0	0	#####	L		N	C
CDBG	Acquisition of existing rental units	0	0	0											0	0	#####	L		N	C
	Production of new rental units	0	0	0											0	0	#####	L		N	C
	Rehabilitation of existing rental units	0	0	0											0	0	#####	L		N	C
	Rental assistance	0	0	0											0	0	#####	L		N	C
	Acquisition of existing owner units	0	0	0											0	0	#####	L		N	C
	Production of new owner units	0	0	0											0	0	#####	L		N	C
	Rehabilitation of existing owner units	0	0	0											0	0	#####	L		N	C
	Homeownership assistance	0	0	0											0	0	#####	L		N	C
HOME	Acquisition of existing rental units	0	0	0											0	0	#####	L		N	C
	Production of new rental units	0	0	0											0	0	#####	L		N	C
	Rehabilitation of existing rental units	0	0	0											0	0	#####	L		N	C
	Rental assistance	0	0	0											0	0	#####	L		N	C
	Acquisition of existing owner units	0	0	0											0	0	#####	L		N	C
	Production of new owner units	0	0	0											0	0	#####	L		N	C
	Rehabilitation of existing owner units	0	0	0											0	0	#####	L		N	C
Homeownership assistance	0	0	0											0	0	#####	L		N	C	
Totals		284	17	267	52	20	53	24	56	23	54	0	52	0	267	67	#####				



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
DH-1 Availability/Accessibility of Decent Housing								
DH-1 (1)	Public Housing ADA Upgrades	CDBG	Improve accesibility of public housing / shelter to persons with a disability.	2010	0	0	#DIV/0!	
				2011	1	0	0%	
		Source of Funds #2		2012	0	0	#DIV/0!	
				2013	1		0%	
		Source of Funds #3		2014	0		#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
	Source of Funds #3	2014				#DIV/0!		
	MULTI-YEAR GOAL					0	#DIV/0!	
	Specific Annual Objective	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
DH-2 Affordability of Decent Housing								
DH-2 (1)	Down Payment Assistance Program	CDBG	Provide down payment assistance to at least two eligible households per year.	2010	2	0	0%	
				2011	6	10	167%	
		Source of Funds #2		2012	5	0	0%	
				2013	5		0%	
		Source of Funds #3		2014	5		0%	
		MULTI-YEAR GOAL					10	#DIV/0!
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
	Source of Funds #3	2014				#DIV/0!		
	MULTI-YEAR GOAL					0	#DIV/0!	
	Specific Annual Objective	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
DH-3 Sustainability of Decent Housing								
DH-3 (1)	Public Housing Maintenance and Repair	Source of Funds #1	Sustainable public housing / shelter in "good" condition.	2010	1	1	100%	
				2011	1	1	100%	
		Source of Funds #2		2012	1	0	0%	
				2013	1		0%	
		Source of Funds #3		2014	1		0%	
		MULTI-YEAR GOAL					2	#DIV/0!
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
		2013				#DIV/0!		
	Source of Funds #3	2014				#DIV/0!		
	MULTI-YEAR GOAL					0	#DIV/0!	
	Specific Annual Objective	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
SL-1 Availability/Accessibility of Suitable Living Environment								
SL-1 (1)	Life Skill Training and Counseling Programs.	CDBG	Maintain the current level of services.	2010	1	1	100%	
				2011	1	1	100%	
		Source of Funds #2		2012	1	1	100%	
				2013	1		0%	
		Source of Funds #3		2014	1		0%	
		MULTI-YEAR GOAL					3	#DIV/0!
		CDBG	Provide services to at least eight additional persons per year in addition to maintaining the current level of services.	2010	8	8	100%	
				2011	8	4	50%	
		Source of Funds #2		2012	8	4	50%	
				2013	8		0%	
	Source of Funds #3	2014		8		0%		
	MULTI-YEAR GOAL					16	#DIV/0!	
	Emergency Housing, Transitional Housing, Shelter Operation, and Food Bank	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
Source of Funds #2		2012				#DIV/0!		
		2013				#DIV/0!		
Source of Funds #3		2014				#DIV/0!		
MULTI-YEAR GOAL					0	#DIV/0!		



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
SL-2 AvailabAffordability of Suitable Living Environment							
SL-2 (1)	Public Service: Domestice Violence Victims Assitance	CDBG	At least twenty two person served per year in addition to maintaining the current level of services.	2010	22	22	100%
				2011	22	0	0%
		Source of Funds #2		2012	22	0	0%
				2013	22		0%
		Source of Funds #3		2014	22		0%
		MULTI-YEAR GOAL					22
	Public Service: Respite Day Care	CDBG	Number of children served exceeding prior year.	2010	5	5	100%
				2011			#DIV/0!
		Source of Funds #2		2012	5	0	0%
				2013			#DIV/0!
		Source of Funds #3		2014			#DIV/0!
		MULTI-YEAR GOAL					5
		Source of Funds #1	Performance Indicator #3	2010			#DIV/0!
				2011			#DIV/0!
	Source of Funds #2	2012				#DIV/0!	
		2013				#DIV/0!	
	Source of Funds #3		2014			#DIV/0!	
MULTI-YEAR GOAL					0	#DIV/0!	



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
SL-3 Sustainability of Suitable Living Environment								
SL-3 (1)	Emergency Housing, Transitional Housing, Shelter Programs	CDBG	Service at least eight person per year in addition to supporting current level of services.	2010	8	8	100%	
				2011	8	4	50%	
		Source of Funds #2		2012	8	4	50%	
		Source of Funds #3		2013	8		0%	
				2014	8		0%	
		MULTI-YEAR GOAL					16	#DIV/0!
		Source of Funds #1	Performance Indicator #2	2010				#DIV/0!
				2011				#DIV/0!
		Source of Funds #2		2012				#DIV/0!
				2013				#DIV/0!
	Source of Funds #3	2014					#DIV/0!	
	MULTI-YEAR GOAL					0	#DIV/0!	
	Specific Annual Objective	Source of Funds #1	Performance Indicator #3	2010				#DIV/0!
				2011				#DIV/0!
		Source of Funds #2		2012				#DIV/0!
				2013				#DIV/0!
		Source of Funds #3		2014				#DIV/0!
		MULTI-YEAR GOAL					0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
EO-1 Availability/Accessibility of Economic Opportunity								
EO-1 (1)	None	Source of Funds #1	Performance Indicator #1	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
		2013				#DIV/0!		
	Source of Funds #3	2014				#DIV/0!		
	MULTI-YEAR GOAL					0	#DIV/0!	
	Specific Annual Objective	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
EO-2 Affordability of Economic Opportunity								
EO-2 (1)	None	Source of Funds #1	Performance Indicator #1	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
		2013				#DIV/0!		
	Source of Funds #3	2014				#DIV/0!		
	MULTI-YEAR GOAL					0	#DIV/0!	
	Specific Annual Objective	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
EO-3 Sustainability of Economic Opportunity								
EO-3 (1)	None	Source of Funds #1	Performance Indicator #1	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
		2013				#DIV/0!		
	Source of Funds #3	2014				#DIV/0!		
	MULTI-YEAR GOAL					0	#DIV/0!	
	Specific Annual Objective	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed		
NR-1 Neighborhood Revitalization									
NR-1 (1)	Installation /Repair / Replacement of Improvements and Public Infrastructure.	CDBG	Maintain adequate infrastructure to moderate and low income neighborhoods.	2010	1	1	100%		
				2011	1	1	100%		
		Municipal - Capital Project		2012	1	1	100%		
				2013	1		0%		
		Source of Funds #3		2014	1		0%		
		MULTI-YEAR GOAL					3	#DIV/0!	
		CDBG		Target specific neighborhood problems for beautification project, or as part of code enforcement, community policing, and prevention.	2010	0	0	#DIV/0!	
					2011	1	1	100%	
		Municipal - General Fund			2012	1	1	100%	
		2013	1			0%			
	Source of Funds #3	2014	1			0%			
	MULTI-YEAR GOAL					2	#DIV/0!		
	Community Services and Code Enforcement	Performance Indicator #3	Source of Funds #1	2010			#DIV/0!		
			2011			#DIV/0!			
	Source of Funds #2		2012			#DIV/0!			
	2013				#DIV/0!				
Source of Funds #3	2014				#DIV/0!				
MULTI-YEAR GOAL					0	#DIV/0!			



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
O-1 Other								
O-1 (1)	Community Programs: At-risk Youth Programs, Senior Center and Services, Services for Persons with Disabilities.	CDBG	Maintain current level of quality facilities, programs, and public services.	2010	1	1	100%	
				2011	1	1	100%	
		Municipal - General Fund		2012	1	1	100%	
				2013	1		0%	
				2014	1		0%	
		MULTI-YEAR GOAL					3	#DIV/0!
		CDBG	Maintain adequate parks and provide recreation programs for youth as alternative to crime.	2010	0	0	#DIV/0!	
				2011	1	1	100%	
		Source of Funds #2		2012		1	#DIV/0!	
				2013	1		0%	
		2014				#DIV/0!		
	MULTI-YEAR GOAL					2	#DIV/0!	
	Parks and Recreation	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
		2013				#DIV/0!		
Source of Funds #3		2014				#DIV/0!		
MULTI-YEAR GOAL					0	#DIV/0!		

Project Name: Infrastructure Project					
Description:	IDIS Project #: UOG Code: UOG Code				
Clearfield City will use \$141,795 towards an infrastructure project on 400 West, from 2225 South to 2300 South.					
Location:	Priority Need Category				
Clearfield, Utah 84015	Select one: Infrastructure				
Expected Completion Date:	Explanation:				
10/1/2015	Clearfield City will use \$141,795 towards an infrastructure project on 400 West, from 2225 South to 2300 South.				
Objective Category					
<input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity					
Outcome Categories	Specific Objectives				
<input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 Improve quality / increase quantity of neighborhood facilities for low-income persons 2 3				
Project-level Accomplishments	04 Households	Proposed	20-30	Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome	Performance Measure	Actual Outcome			
Replace Infrastructure	Successful operation of replaced infrastructure				
03 Public Facilities and Improvements (General) 570.201(c)		Matrix Codes			
Matrix Codes		Matrix Codes			
Matrix Codes		Matrix Codes			
2010-2011	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

2011-2012	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
2012-2013	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
2013-2014	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
2014-2015	CDBG ▼	Proposed Amt.	141,795	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	04 Households ▼	Proposed Units	20-30	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Project Name: Grant Administration				
Description: CDBG Grant Administration for program year 2014-2015.	IDIS Project #: UOG Code: UOG Code			
Location: Clearfield City, 55 South State Street, Clearfield, Utah 84015	Priority Need Category Select one: Planning/Administration			
Expected Completion Date: 6/30/2015	Explanation: Clearfield City will use these funds towards administration costs to administer the CDBG program for 2014-2015. The funds programmed are within the 20% cap that is allowed.			
Objective Category <input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity				
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	Specific Objectives 1 2 3			
Project-level Accomplishments	Accompl. Type: <input type="button" value="Proposed"/> N/A	Accompl. Type: <input type="button" value="Proposed"/>		
	<input type="button" value="Underway"/>	<input type="button" value="Underway"/>		
	<input type="button" value="Complete"/>	<input type="button" value="Complete"/>		
	Accompl. Type: <input type="button" value="Proposed"/>	Accompl. Type: <input type="button" value="Proposed"/>		
	<input type="button" value="Underway"/>	<input type="button" value="Underway"/>		
	<input type="button" value="Complete"/>	<input type="button" value="Complete"/>		
	Accompl. Type: <input type="button" value="Proposed"/>	Accompl. Type: <input type="button" value="Proposed"/>		
	<input type="button" value="Underway"/>	<input type="button" value="Underway"/>		
	<input type="button" value="Complete"/>	<input type="button" value="Complete"/>		
Proposed Outcome	Performance Measure	Actual Outcome		
N/A	N/A	N/A		
21A General Program Administration 570.206	Matrix Codes	Matrix Codes		
Matrix Codes	Matrix Codes	Matrix Codes		
Matrix Codes	Matrix Codes	Matrix Codes		
2010-2011	CDBG	Proposed Amt. 41,675	Fund Source:	Proposed Amt.
		Actual Amount 29,377		Actual Amount
	Fund Source:	Proposed Amt.	Fund Source:	Proposed Amt.
		Actual Amount		Actual Amount
	Accompl. Type:	Proposed Units	Accompl. Type:	Proposed Units
		Actual Units		Actual Units
	Accompl. Type:	Proposed Units	Accompl. Type:	Proposed Units
		Actual Units		Actual Units

2011-2012	CDBG	▼	Proposed Amt.	41,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount	19,825				▼	Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					▼	Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					▼	Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					▼	Actual Units	
2012-2013	CDBG	▼	Proposed Amt.	25,250		Fund Source:	▼	Proposed Amt.		
			Actual Amount	17,255				▼	Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					▼	Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					▼	Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					▼	Actual Units	
2013-2014	CDBG	▼	Proposed Amt.	20,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					▼	Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					▼	Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					▼	Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					▼	Actual Units	
2014-2015	CDBG	▼	Proposed Amt.	40,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					▼	Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					▼	Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					▼	Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					▼	Actual Units	

Project Name: Safe Harbor		
Description:	IDIS Project #: <input type="text"/> UOG Code: <input type="text"/> UOG Code	
Safe Harbor will use \$5,000 to help pay for the cost 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. They offer a safe and secure shelter for up to 30 days per state law.		
Location:	Priority Need Category	
Safe Harbor, P.O. Box 772, Kaysville, Utah 84037	Select one: <input type="text" value="Public Services"/>	
Expected Completion Date:	Explanation:	
6/30/2015	Provide a safe and secure place for women and children to stay that have been victims of domestic violence.	
Objective Category	Specific Objectives	
<input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	1 <input type="text" value="Improve the services for low/mod income persons"/> 2 <input type="text"/> 3 <input type="text"/>	
Outcome Categories		
<input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability		
Project-level Accomplishments	01 People <input type="text"/> Proposed 130 Accompl. Type: <input type="text"/> Proposed	
	<input type="text"/> Underway <input type="text"/> Underway	
	<input type="text"/> Complete <input type="text"/> Complete	
	Accompl. Type: <input type="text"/> Proposed Accompl. Type: <input type="text"/> Proposed	
	<input type="text"/> Underway <input type="text"/> Underway	
	<input type="text"/> Complete <input type="text"/> Complete	
	Accompl. Type: <input type="text"/> Proposed Accompl. Type: <input type="text"/> Proposed	
	<input type="text"/> Underway <input type="text"/> Underway	
	<input type="text"/> Complete <input type="text"/> Complete	
Proposed Outcome	Performance Measure	Actual Outcome
Serve battered and abused women/children	Number of people served	Number of people served
05G Battered and Abused Spouses 570.201(e) <input type="text"/>	Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>
Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>
Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>
2010-2011	CDBG <input type="text"/> Proposed Amt. 5,000 Fund Source: <input type="text"/> Proposed Amt.	
	<input type="text"/> Actual Amount 5,000 <input type="text"/> Actual Amount	
	Fund Source: <input type="text"/> Proposed Amt.	
	<input type="text"/> Actual Amount	
	01 People <input type="text"/> Proposed Units 225 Accompl. Type: <input type="text"/> Proposed Units	
	<input type="text"/> Actual Units 262 <input type="text"/> Actual Units	
	Accompl. Type: <input type="text"/> Proposed Units	
	<input type="text"/> Actual Units	

2011-2012	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
2012-2013	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
2013-2014	CDBG ▼	Proposed Amt.	5,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	125	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
2014-2015	CDBG ▼	Proposed Amt.	5,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	130	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Project Name: Davis Community Learning Center					
Description:	IDIS Project #: UOG Code: UOG Code				
Funding will help pay salaries towards a part-time Volunteer Coordinator. This center provides numerous services to low-income students and families of Clearfield; including: ESL, Adult High School, access to Work Force Services, emergency food and clothing, etc.					
Location: 210 East Center Street, Clearfield, Utah 84015	Priority Need Category Select one: Public Services				
Expected Completion Date: 6/30/2015	Explanation: Funding will help pay salaries towards a part-time Volunteer Coordinator. This center provides numerous services to low-income students and families of Clearfield; including: ESL, Adult High School, access to Work Force Services, emergency food and clothing, etc.				
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives 1 Improve the services for low/mod income persons 2 3				
Outcome Categories <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability					
Project-level Accomplishments	01 People	Proposed	1,000	Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome	Performance Measure	Actual Outcome			
Service low-moderate income families	Number of people served	Number of people served			
05 Public Services (General) 570.201(e)	Matrix Codes	Matrix Codes			
Matrix Codes	Matrix Codes	Matrix Codes			
Matrix Codes	Matrix Codes	Matrix Codes			
2010-2011	CDBG	Proposed Amt.	8,250	Fund Source:	Proposed Amt.
		Actual Amount	7,253		Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	01 People	Proposed Units	300	Accompl. Type:	Proposed Units
		Actual Units	363		Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

2011-2012	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
2012-2013	CDBG ▼	Proposed Amt.	9,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount	9,000		Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	500	Accompl. Type: ▼	Proposed Units	
		Actual Units	1,275		Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
2013-2014	CDBG ▼	Proposed Amt.	10,646	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	550	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
2014-2015	CDBG ▼	Proposed Amt.	9,750	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	1,000	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Project Name: Family Connection Center		
Description:	IDIS Project #: <input type="text"/> UOG Code: <input type="text"/> UOG Code	
The Family Connection Center will be using funds to pay salaries for the employees that work at the Food Bank.		
Location: Family Connection Center, 1360 E 1450 S, Clearfield, Utah 84015	Priority Need Category Select one: <input type="text" value="Public Services"/>	
Expected Completion Date: 6/30/2015	Explanation: Provide funding to pay salaries for the employees that work at the Food Bank.	
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives	
Outcome Categories <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 <input type="text" value="Improve the services for low/mod income persons"/> 2 <input type="text"/> 3 <input type="text"/>	
Project-level Accomplishments	01 People <input type="text"/> Proposed 8,200 Accompl. Type: <input type="text"/> Proposed	
	<input type="text"/> Underway <input type="text"/> <input type="text"/> Underway	
	<input type="text"/> Complete <input type="text"/> <input type="text"/> Complete	
	Accompl. Type: <input type="text"/> Proposed Accompl. Type: <input type="text"/> Proposed	
	<input type="text"/> Underway <input type="text"/> <input type="text"/> Underway	
	<input type="text"/> Complete <input type="text"/> <input type="text"/> Complete	
	Accompl. Type: <input type="text"/> Proposed Accompl. Type: <input type="text"/> Proposed	
	<input type="text"/> Underway <input type="text"/> <input type="text"/> Underway	
	<input type="text"/> Complete <input type="text"/> <input type="text"/> Complete	
Proposed Outcome	Performance Measure	Actual Outcome
Provide food for low-moderate income families	Number of people served	Number of people served
05A Senior Services 570.201(e) <input type="text"/>	Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>
Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>
Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>
2010-2011	Fund Source: <input type="text"/> Proposed Amt. <input type="text"/> Actual Amount <input type="text"/>	
	Fund Source: <input type="text"/> Proposed Amt. <input type="text"/> Actual Amount <input type="text"/>	
	Accompl. Type: <input type="text"/> Proposed Units <input type="text"/> Actual Units <input type="text"/>	
	Accompl. Type: <input type="text"/> Proposed Units <input type="text"/> Actual Units <input type="text"/>	
	Fund Source: <input type="text"/> Proposed Amt. <input type="text"/> Actual Amount <input type="text"/>	
	Fund Source: <input type="text"/> Proposed Amt. <input type="text"/> Actual Amount <input type="text"/>	
	Accompl. Type: <input type="text"/> Proposed Units <input type="text"/> Actual Units <input type="text"/>	
	Accompl. Type: <input type="text"/> Proposed Units <input type="text"/> Actual Units <input type="text"/>	

2011-2012	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
2012-2013	CDBG ▼	Proposed Amt.	9,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount	9,000		Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	11,700	Accompl. Type: ▼	Proposed Units	
		Actual Units	2,909		Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
2013-2014	CDBG ▼	Proposed Amt.	10,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	7,800	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
2014-2015	CDBG ▼	Proposed Amt.	9,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	8,200	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Project Name: Clearfield Youth Resource Center					
Description:	IDIS Project #: UOG Code: UOG Code				
Providing funding for programs at the Youth Resource Center. The center provides a safe place for the local 10-14 year old children to visit and receive tutoring, classes on fishing, gardening, scrap booking, basketball, skills, etc.					
Location:	Priority Need Category				
310 South 500 East, Clearfield, Utah 84015	Select one: Public Services				
Expected Completion Date:	Explanation:				
6/30/2015	Providing funding for youth programs that focus on learning, building self-esteem, tutoring, literacy programs and crisis referral.				
Objective Category	Specific Objectives				
<input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	1 Improve the services for low/mod income persons				
Outcome Categories	2				
<input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	3				
Project-level Accomplishments	01 People	Proposed	2500	Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome	Performance Measure	Actual Outcome			
Serve the youth	Number of people served	Number of people served			
05D Youth Services 570.201(e)		Matrix Codes			
Matrix Codes		Matrix Codes			
Matrix Codes		Matrix Codes			
2010-2011	CDBG	Proposed Amt.	10,000	Fund Source:	Proposed Amt.
		Actual Amount	10,000		Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	01 People	Proposed Units	2,000	Accompl. Type:	Proposed Units
		Actual Units	2,208		Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

2011-2012	CDBG	Proposed Amt.	12,100		Fund Source:	Proposed Amt.	
		Actual Amount	12,100			Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	01 People	Proposed Units	2,000		Accompl. Type:	Proposed Units	
		Actual Units	2,017			Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
2012-2013	CDBG	Proposed Amt.	12,651		Fund Source:	Proposed Amt.	
		Actual Amount	12,651			Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	01 People	Proposed Units	3,460		Accompl. Type:	Proposed Units	
		Actual Units	2,144			Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
2013-2014	CDBG	Proposed Amt.	10,000		Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	01 People	Proposed Units	2,500		Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
2014-2015	CDBG	Proposed Amt.	8,332		Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	01 People	Proposed Units	2,500		Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	



CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- This certification does not apply.
 This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
9. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

04/22/2014

Signature/Authorized Official

Date

Mark Shepherd

Name

Mayor

Title

55 South State Street

Address

Clearfield, Utah 84015

City/State/Zip

(801)525-2705

Telephone Number

- | |
|---|
| <input type="checkbox"/> This certification does not apply. |
| <input checked="" type="checkbox"/> This certification is applicable. |

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2014, 2___, 2___, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

04/22/2014

Signature/Authorized Official

Date

Mark Shepherd

Name

Mayor

Title

55 South State Street

Address

Clearfield, Utah 84015

City/State/Zip

(801)525-2705

Telephone Number

- This certification does not apply.
 This certification is applicable.

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

04/22/2014

Signature/Authorized Official

Date

Mark Shepherd

Name

Mayor

Title

55 South State Street

Address

Clearfield, Utah 84015

City/State/Zip

(801)525-2705

Telephone Number

- This certification does not apply.
 This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature/Authorized Official Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.
 This certification is applicable.

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.
 This certification is applicable.

ESG Certifications

I, _____, Chief Executive Officer of **Error! Not a valid link.**, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 *CFR* 576.55.
3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.
4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.
10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related

authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.
13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

Signature/Authorized Official	Date
Name	
Title	
Address	
City/State/Zip	
Telephone Number	

<input type="checkbox"/> This certification does not apply. <input checked="" type="checkbox"/> This certification is applicable.
--

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
Clearfield City Corporation	55 S. State Street	Clearfield	Davis	UT	84015

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal

criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- a. All "direct charge" employees;
- b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

- 1. Analysis of Impediments to Fair Housing
- 2. Citizen Participation Plan
- 3. Anti-displacement and Relocation Plan

04/22/2014

Signature/Authorized Official

Date

Mark Shepherd

Name

Mayor

Title

55 South State Street

Address

Clearfield, Utah 84015

City/State/Zip

(801)525-2705

Telephone Number

Staff Report



To: Mayor Shepherd and City Council Members
From: JJ Allen, Assistant City Manager
Date: March 7, 2014
Re: Clearfield Station Master Development Agreement

I. RECOMMENDED ACTION

Approve Resolution No. 2014R-05 approving the Master Development Agreement with UTA and Clearfield Station, LLC for the Clearfield Station project, and authorize the Mayor's signatures to any necessary documents.

II. DESCRIPTION / BACKGROUND

Clearfield Station is a proposed mixed-use development on the 70 acres adjacent to the FrontRunner station at 1250 South State Street. The project is a combination of flex business space (at least 400,000 sf), office space (at least 450,000 sf), retail space (at least 10,500 sf), and multi-family residential (550 units max). This Master Development Agreement (MDA) with Clearfield Station, LLC (Master Developer) and UTA (property owner) sets forth the terms under which the development may proceed.

Highlights of the MDA:

- Effective only if 1) the property is rezoned to MU and 2) the CDRA and Developer enter into a TIF Participation Agreement. (Section 3)
- Sets forth the minimums and maximums specified above for different uses. (Section 4)
- Establishes controls for phased construction, to maintain proportional build-out. (Sections 4.1 and 5)
- Provides the Developer with the vested right to develop and construct the project. (Section 6)
- Describes certain adjustments to impact fees, recognizing the growth-related improvements that the project will be making. (Section 6.1.1(5) and Exhibit E)
- Establishes the term of the MDA—25 years. (Section 7)

- Speaks to the details of public and private infrastructure, with special attention to off-site improvements (Depot Street, new primary intersection, and the reconfiguration of 1000 East/State Street). (Sections 9 and 10)
- Requires, as a part of Phase 4, that the Developer convey to the City the property (and \$200,000) for construction of a community plaza (“Community Park No. 1”). (Section 11.1)
- Describes the improvements required for “Community Park No. 2,” which will be the project’s main detention basin, in the southwest corner, and will be conveyed to the City as a public park. (Section 11.3)
- Allows UTA to utilize a temporary operations facility on the property for up to five years, if a permanent relocation facility (in the project’s flex business space) is not available. (Section 15.3)
- Sets forth various legal and other provisions (e.g. CC&R’s, construction standards, development processes and permits, default, remedies, notice, assignability, sale of property, incorporation of the MDP, etc.).

III. IMPACT

a. Fiscal

As with most development, this project will sooner or later result in an increase to both revenues and expenditures for the City. As the property is developed, it will come onto the tax rolls (it is currently tax exempt), and new construction and occupancy will increase the property’s valuation for both real and personal property. Even though a portion of these property taxes will be diverted to the CDRA, the City will still benefit from an increase in property taxes.

Moreover, the City will also see an increase in sales and franchise taxes as a result of the development. The cost/benefit analysis for the CDA has determined that the City’s finances will not be negatively impacted as a result of the development of Clearfield Station, even though it does create additional demand for General Fund services. In fact, that analysis estimates that over the life of the CDA (35 years), the City will be “in the black” nearly \$6 million (with new revenue exceeding incremental expenditures).

For the Enterprise Funds, one-time impact fees and ongoing new rate revenues will benefit the City’s utility systems, offsetting the new demand and O&M impacts.

b. Operations / Service Delivery

It will take several years to build out, but this project will boost Clearfield’s residential population by about 1,500 persons. The project will also result in

many businesses coming to Clearfield. On one hand, the growth in business is good for our economy (job creation and the multiplier effect), but there are other impacts to be aware of—increased traffic; new streets and neighborhoods to patrol, plow, and otherwise maintain; new demands on the capacity of the City’s systems, facilities, and services, etc.

Without a doubt, development has an impact on government, and in some cases that may mean additional staffing needs, expanded programs, capital projects, or other costs. These won’t be felt immediately, but gradually over time. In the end, as mentioned above, the benefits to Clearfield City outweigh the costs.

IV. SCHEDULE / TIME CONSTRAINTS

The Planning Commission acted on the rezone application on November 6, 2013. Knowing that the rezone/MDP and the MDA need to be considered by the Council in the same meeting, in the four months since November, the Developer, UTA, and City staff have spent considerable time and effort working on language for the MDA that is acceptable to all parties. After more than two years working on these significant items, we have finally reached a point where we can consider taking official action.

The Developer plans to break ground on the project this spring/summer, working from east to west, with the phasing and proportional buildout described in the MDA and MDP. While there will still be other matters to address (tax increment participation agreement, UDOT approvals, loan agreement for property acquisition, Depot Street reimbursement agreement, etc.), completing these entitlements now will allow the Developer to meet their target construction timeframes this year.

V. LIST OF ATTACHMENTS

- Resolution 2014R-05
 - Master Development Agreement, with exhibits
 - http://www.clearfieldcity.org/Downloads/Clearfield_Station_MDP_10-28-13b.pdf

CLEARFIELD CITY RESOLUTION 2014R-05

RESOLUTION OF THE LEGISLATIVE BODY OF CLEARFIELD CITY APPROVING THE MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY, THE PROPERTY OWNER AND THE DEVELOPER FOR THE CLEARFIELD STATION PROJECT

WHEREAS, pursuant to a development application to build a project on roughly 70 acres of property owned by the Utah Transit Authority at approximately 1250 South State Street in Clearfield, City staff is recommending approval of the attached Master Development Agreement (Exhibit "A" attached hereto) to help facilitate construction of the Clearfield Station Project in accordance with City laws and the agreement of the parties; and

WHEREAS, the City has determined that the Clearfield Station project as proposed by the property owner and developer in the Master Development Plan and in accordance with the Master Development Agreement will be a tremendous asset to Clearfield and surrounding communities; and

WHEREAS, approval of the Master Development Agreement will most effectively implement the City's planning efforts with regard to the Clearfield Station Project; and

WHEREAS, following its public deliberation, the City Council has determined that entering into the Master Development Agreement with the property owner and developer will help assure development of the Clearfield Station Project as set forth in the Master Development Plan and in accordance with applicable City laws; and

WHEREAS, the City Council finds that adoption of the Master Development Agreement is in the best interests of Clearfield City, its businesses and residents, as well as the surrounding community;

NOW THEREFORE BE IT RESOLVED BY THE CLEARFIELD CITY COUNCIL:

That the Master Development Agreement for the Clearfield Station Project, as attached hereto as Exhibit "A", is hereby approved by the legislative body for Clearfield City and the Mayor is hereby authorized to execute said document on behalf of the City at the appropriate time.

Passed and adopted by the City Council at its regular meeting on the 11th day of March, 2014.

ATTEST

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

EXHIBIT "A"

MASTER DEVELOPMENT AGREEMENT

**MASTER DEVELOPMENT AGREEMENT
FOR THE
CLEARFIELD STATION PROJECT

CLEARFIELD, UTAH**

DATED: _____, 2014

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WHEN RECORDED, RETURN TO:

Clearfield Station, LLC
1165 E. Wilmington Ave., Ste. 275
Salt Lake City, UT 84106

**MASTER DEVELOPMENT AGREEMENT
FOR THE
CLEARFIELD STATION PROJECT

CLEARFIELD, UTAH**

DATED: _____, 2014

THIS MASTER DEVELOPMENT AGREEMENT (“MDA”) is made and entered as of the ____ day of _____, 2014, by and between Clearfield City, a Utah municipal corporation and political subdivision of the State of Utah (“City”), the Utah Transit Authority, a public transit district organized under the Utah Public Transit District Act (“UTA”), and Clearfield Station, LLC, a Utah limited liability company (“Master Developer”). This MDA concerns a long term, mixed use, master planned transit oriented development project known as “Clearfield Station”. The City, UTA, and Master Developer are sometimes collectively referred to in this MDA as the “Parties”.

RECITALS

A. UTA is the owner of that certain real property, comprising approximately 70.22 acres, located generally between State Street and the Frontrunner commuter rail corridor, and approximately between 1100 South and 1450 South, in Clearfield, Davis County, Utah, as more particularly described in Exhibit “A” (the “Property”), and as generally depicted in the MDP

(defined at Subsection 1.2.20 below).

B. Master Developer has the contractual right, pursuant to an agreement with UTA, to develop the Property.

C. Master Developer desires to develop the Property in accordance with this MDA.

D. The City desires that Master Developer develop the Property in accordance with this MDA.

E. Development of the Property pursuant to this MDA will require that the City rezone the Property to “Mixed-Use” (“the MU Zone”), which zoning classification requires any development to be implemented through a Master Development Plan (“MDP”).

F. Master Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the City’s general plan, zoning and development regulations.

G. The City is willing to grant Master Developer vested rights in and to the development and use of the Property as more fully set forth in this MDA in order to promote the City’s goals and objectives.

H. Master Developer, UTA and the City desire that the Property be developed in a unified and consistent fashion.

I. Development of the Project as a master planned transit oriented development pursuant to this MDA and the MDP is acknowledged by the Parties to be consistent with the Act, and the City’s land use ordinance as set forth in Title 11 of the Clearfield City Code, and to operate to the benefit of the City, UTA, Master Developer, and the general public.

J. The City Council has reviewed this MDA and determined that, subject to the satisfaction of the conditions precedent set forth in Section 3 of this MDA, it is consistent with

the Act, the City Code and the MU Zone.

K. The Parties acknowledge that development of the Property pursuant to this MDA and the MDP will result in significant planning, economic and fiscal benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned transit oriented development and increasing revenues to the City based on improvements to be constructed on the Property.

L. Master Developer, UTA and the City have cooperated in the preparation of this MDA and the MDP.

M. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as part of the Project, and the rights and responsibilities of the City to approve and regulate the development of the Project, and to provide certain City services for the benefit of the Project.

N. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of the Act.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” – “E” are hereby incorporated into this MDA and by this reference, made a part hereof.

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

1.2.1. **Act** means the Municipal Land Use, Development, and Management Act, as set forth in Title 10, Chapter 9a of the Utah Code as amended.

1.2.2. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an administrative action.

1.2.3. **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, Project Infrastructure, or any off-site infrastructure.

1.2.4. **Buildout** means the substantial completion of all of the development on all of the Property for the entire Project.

1.2.5. **CC&R's** means the Conditions, Covenants and Restrictions regarding certain aspects of use, management, design and/or construction on all or a portion of the Property to be recorded in the real property records of Davis County.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as, but not limited to, traffic, hydrology, legal or drainage for reviewing certain aspects of the development of the Project.

1.2.7. **City Laws** means the ordinances, policies, standards and procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters, including but not limited to the City Code, that have been and may be adopted in the future.

1.2.8. **City Code** means the Clearfield City Code, including its land use regulations adopted pursuant to the Act and other applicable laws and ordinances.

1.2.9. **Council** means the elected City Council of the City.

1.2.10. **Default** means a material breach of this MDA.

1.2.11. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.

1.2.12. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, a Site Plan, a Building Permit or any other permit, certificate or other authorization from the City required for development of such portion of the Project.

1.2.13. **Development Report** means a report containing the information specified in Sections 5.3, 5.4 and 5.4.1 submitted to the City by Master Developer for the development by Master Developer of any Subarea or for the assignment of any Subarea to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.14. **Development Standards** means a set of standards approved by the City as set forth in the MDP and the City Laws controlling certain aspects of the design and construction of the development of the Property including but not limited to setbacks, building sizes, height limitations, parking and signage, and design and construction standards for buildings, roadways and infrastructure. The Parties acknowledge and agree that the standards set forth in the MDP with regard to right-of-way widths differ from corresponding standards set forth in the City Laws. The Parties further acknowledge and agree that notwithstanding anything to the contrary in this MDA, with regard to right-of-way widths, pavement widths, and any other design standard directly related to or affected by right-of-way width, the standards set forth in the MDP shall control.

1.2.15. **Dwelling, Short Term Rental or Lease** means the use, occupancy, rent

or lease, for direct or indirect remuneration, of a Residential Dwelling Unit for an effective term of less than thirty (30) days (specifically excepting and allowing a term of less than 30 days only if such term coincides with the period of a regular calendar month; for example 28 days for the month of February).

1.2.16. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with the Act and the City's subdivision ordinance which has been approved by the City, effectuating a Subdivision of any portion of the Property.

1.2.17. **Flex Business Space** means buildings which provide warehouse or storage type uses in the rear, with office or store type uses in the front—intended for retail, general office, light manufacturing and other similar uses.

1.2.18. **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity pursuant to the Utah Impact Fees Act, subject to any adjustments or reimbursements as specifically set forth in this MDA.

1.2.19. **Master Developer** means Clearfield Station, LLC, or its assignees or transferees as permitted by this MDA.

1.2.20. **Master Development Plan** or “**MDP**” means the conceptual master development plan for the Project, as approved and mutually agreed upon by the Parties, attached hereto as Exhibit “B”, which sets forth the design guidelines, development standards, allowable uses, etc., for the proposed future development of the Property. The MDP may be amended from time to time upon mutual agreement of the Parties.

1.2.21. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.22. **Modification Application** means an application to amend this MDA (not including those changes which may be made by administrative action).

1.2.23. **MU Zone** means the “Mixed-Use” zoning classification which is set forth in Title 11, Chapter 11 of the City Code.

1.2.24. **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project.

1.2.25. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.26. **Office Space** means buildings which provide general office uses as set forth in the MDP.

1.2.27. **Outsourcing** means the process of the City contracting with City Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set forth in this MDA and the MDP.

1.2.28. **Owner’s Association(s)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.29. **Phase** means the development of a portion of the Project at a point in a logical sequence as set forth in this MDA and the MDP.

1.2.30. **Planning Commission** means the City’s Planning Commission established by the City Laws.

1.2.31. **Project** means the development to be constructed on the Property pursuant to this MDA and the MDP with the associated public and private facilities, intended uses, densities, Phases and all of the other aspects approved as part of this MDA

including its Exhibits.

1.2.32. **Project Infrastructure** means those items of public or private infrastructure, at the minimum level of service required by the City under then current, generally applicable standards (except to the extent of any conflicts between generally applicable City standards and the Development Standards, in which the case the Development Standards shall control; however, if the Development Standards do not specifically address an infrastructure issue, then the City standards shall be applied), which are a condition of the approval of a Development Application because they are necessary for development of a portion of the Property, such as local roads, utilities, sidewalks, curb and gutter located on or around that portion of the Property, including but not limited to those Project Infrastructure items required in connection with specific Phases of the Project, as mutually agreed upon by the Parties, general descriptions of which are set forth in Exhibit "C".

1.2.33. **Property** means the real property subject to this MDA and the MDP as more fully described in Exhibit "A".

1.2.34. **Residential Building** means a structure of the RT1 or RT2 variety (as set forth in the MDP) housing a medium to high density of Residential Dwelling Units, in a residential area of the Project.

1.2.35. **Residential Dwelling Unit** means a unit intended to be occupied for residential living purposes; one single-family residential dwelling, and each separate unit in a multi-family dwelling, apartment building or condominium, constitute one Residential Dwelling Unit.

1.2.36. **Retail Space** means buildings which provide uses that involve the retail

sale of goods or services as set forth in the MDP, typically on the street level.

1.2.37. **Site Plan** means a “site plan” as contemplated and required in the City Code with respect to a Subarea of the Property, reflecting the location, design and configuration of development and improvements thereon.

1.2.38. **Subarea** means a parcel or area, comprising a portion of the Property, designated on the MDP for development. Subarea does not mean a Phase or subphase.

1.2.39. **Subdeveloper** means an entity other than Master Developer which acquires rights to develop one or more Subareas subject to this MDA and the MDP.

1.2.40. **Subdivision** means the division of any portion of the Property into a subdivision pursuant to the Act and/or City Laws.

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

1.2.42. **Total Approved Residential Units** means the development on the Property of not more than a total of Five Hundred Fifty (550) Residential Dwelling Units.

2. **Effect of this MDA.** The City Council is authorized to enter into development agreements with any person or entity and may require such for any rezoning or development for the purposes set forth in the City’s land use ordinance. This MDA is such an agreement intended to work in conjunction with the MDP. In the event of a conflict between this MDA and the MDP, then this MDA shall be controlling. This MDA shall be the sole agreement between the parties for the development of the Property, other than any agreements governing tax increment participation in an approved community development area pursuant to state law.

3. **Conditions Precedent to the Efficacy of this Agreement.** As conditions precedent to the obligations of the Parties herein, this MDA is contingent upon and shall only become effective at such time, and in the event that all of the following have occurred:

(i) the Clearfield City Council, in the independent exercise of its legislative discretion, elects to approve the rezoning of the Property on which the Project is proposed as designated on Exhibit “A” attached hereto to the MU Zone designation, following all necessary public hearings required for the approval of such rezoning and this MDA. This MDA is not intended to and does not bind the City Council in the independent exercise of its legislative discretion with respect to the proposed rezoning of the Property;

(ii) the Clearfield City Community Development and Renewal Agency (“CDRA”) and Master Developer enter into a final written agreement (the “TIF Participation Agreement”) with respect to tax increment financing for the Project. This MDA is not intended to and does not bind Master Developer or the CDRA in the independent exercise of its discretion with respect to the proposed tax increment financing.

4. **Development of the Project.** Development of the Project shall be in accordance with this MDA, the MDP and City Laws, except to the extent of any City Laws which are inconsistent with the terms, standards and provisions of this MDA or the MDP. The Project shall include no more than 550 Residential Dwelling Units. At Buildout, the Project is anticipated to include not less than 400,000 square feet of Flex Business Space, 450,000 square feet of Office Space, and 10,500 square feet of Retail Space. The City acknowledges that the MDP satisfies the requirement under the City Code for approval of a concept plan for the development of the Property as referenced in the MU Zone, but not the preliminary plat required for a subdivision or site plan required under the City Code.

4.1. **Construction, Installation of Improvements and Phasing.** Master Developer shall

construct and install improvements in accordance with this Section 4.1. The Parties acknowledge and agree that final approved designs and drawings are not yet completed for any portion of the Project. Accordingly, Master Developer shall have the right to increase or decrease the square footage and unit quantities set forth in the following paragraphs 4.1(a) through (e) by not more than eight (8) percent in accordance with final designs and drawings with respect to such improvements; however any such adjustment within a Phase or Subarea shall not increase the Total Approved Residential Units (550) for the Project. The City acknowledges that Master Developer and/or any Subdevelopers, as applicable, may submit multiple applications from time-to-time to develop and/or construct portions of the Project in Phases in accordance with the phasing requirements of this MDA and the MDP. Any phasing of the Project shall follow the Phasing plan as established in this MDA and the MDP, including the sequential development set forth therein. In the event of any change with regard to the Phasing of the Project (as such Phasing is set forth in this MDA and the MDP) as mutually agreed upon by the Parties by amending this MDA and/or the MDP, there shall be an appropriate and corresponding adjustment with regard to the applicable Project Infrastructure items as set forth on Exhibit "C". As an example for illustration purposes only, if there is a change in sequence of Phases such that the buildings and improvements currently identified in the MDP as part of Phase 5 later become Phase 6 of the Project based upon written agreement of the Parties, those items of Public Infrastructure identified on Exhibit "C" as part of Phase 5 shall be required in connection with Phase 6, rather than Phase 5. Similarly, if the scope of a particular Phase is increased or decreased based upon written agreement of the Parties, there shall be an appropriate, corresponding adjustment to the Project Infrastructure items required in connection with such Phase. Exhibit "C" also identifies (under 'Funding Source') the party or parties responsible for

the cost (or share of the cost) of such Project Infrastructure items.

(a) Phase 1A. Master Developer shall construct the following improvements as Phase 1A of the Project, consisting of (i) not less than two buildings of Flex Business Space containing a total of approximately 105,000 square feet, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” as Phase 1A improvements. Phase 1A shall begin construction no later than 2014, and shall be completed by December 31, 2017.

(b) Phase 1B. Master Developer shall construct the following improvements as Phase 1B of the Project, consisting of (i) not more than 168 Residential Dwelling Units (plus or minus 8%, or 13 units, as set forth above) and the clubhouse, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” as Phase 1B improvements. Phase 1B shall begin construction no later than 2014, and shall be completed by December 31, 2018. Notwithstanding any other provisions to the contrary, the Parties specifically acknowledge and agree that (i) no building permits shall be issued for any Residential Buildings or the clubhouse in Phase 1B until after the first Flex Business Space building in Phase 1A (approximately 52,500 square feet) has received a building permit from the City and construction has begun; (ii) no vertical construction shall begin on any Residential Buildings or the clubhouse in Phase 1B until after vertical construction on the first Flex Business Space building in Phase 1A has begun; (iii) no more than three Residential Buildings in Phase 1B containing a total of not more than 84 Residential Dwelling Units (plus or minus 8%, or 6 units, as set forth above) shall be issued

building permits from the City until the first Flex Business Space building in Phase 1A has been issued a certificate of occupancy by the City and the second Flex Business Space building of Phase 1A (approximately 52,500 additional square feet) has received a building permit from the City and construction has begun; and (iv) no vertical construction shall begin on any additional Residential Buildings beyond the third Residential Building in Phase 1B (the remaining approximately 84 Residential Dwelling Units not previously built in Phase 1B) until vertical construction on the second Flex Business Space building of Phase 1A has begun. Notwithstanding anything to the contrary herein, Master Developer shall have the right to reduce, by any amount, the number of Residential Dwelling Units to be constructed in any Phase, and in such event Master Developer shall have the right to increase, by the same amount, the number of Residential Dwelling Units constructed in a subsequent Phase or Phases. In all events Master Developer shall not exceed the Total Approved Residential Units.

(c) Phase 1C. Master Developer shall construct the following improvements as Phase 1C of the Project, consisting of (i) Flex Business Space containing approximately 27,000 square feet, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” as Phase 1C improvements. Phase 1C shall begin construction as soon as justified by market conditions.

(d) Phase 1D. Master Developer shall construct the following improvements as Phase 1D of the Project, consisting of (i) a new school, community center or other similar civic/community use as set forth in 4.1D of the MDP, and grounds occupying

approximately five (5) acres, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” as Phase 1D improvements. Phase 1D shall begin construction as soon as justified by market conditions. If Phase 1D is developed as a school, (i) the school’s field areas shall be available for use by the public during periods when they are not in use for school purposes, as determined in the school’s sole, reasonable discretion, (ii) such use by the public shall be subject to reasonable rules and regulations as determined by the school in its sole, reasonable discretion, and (iii) any conveyance of the school grounds property shall include restrictive covenants/easements to protect said public access.

(e) Phase 2. Master Developer shall construct the following improvements as Phase 2 of the Project, consisting of (i) not less than two Flex Business Space buildings containing a total of approximately 187,000 square feet (“Phase 2A”); (ii) three Residential Buildings containing a total of not more than 96 Residential Dwelling Units (plus or minus 8%, or 7 units, as set forth above) (“Phase 2B”), and (iii) those certain items of Project Infrastructure specifically designated on Exhibit “C” as Phase 2 improvements. Phase 2 shall begin construction as soon as justified by market conditions. Notwithstanding any other provisions to the contrary, the Parties specifically acknowledge and agree that (i) no building permits shall be issued for any Residential Buildings in Phase 2B until after the first Flex Business Space building in Phase 2A (approximately 93,500 square feet) has received a building permit from the City and construction has begun; (ii) no vertical construction shall begin on any Residential Buildings in Phase 2B until after vertical construction on the first Flex Business Space building in Phase 2A has begun; (iii) no more than two Residential

Buildings in Phase 2B containing a total of not more than 48 Residential Dwelling Units (plus or minus 8%, or 4 units, as set forth above) shall be issued building permits from the City until the first Flex Business Space building of Phase 2A has been issued a certificate of occupancy by the City and the second Flex Business Space building of Phase 2A (approximately 93,500 additional square feet) has received a building permit from the City and construction has begun; and (iv) no vertical construction shall begin on any additional Residential Buildings beyond the second Residential Building in Phase 2B (the remaining approximately 48 Residential Dwelling Units not previously built) until vertical construction on the second Flex Business Space building of Phase 2A (approximately 93,500 additional square feet) has begun.

(f) Remaining Project Improvements. Implementation, development and construction of improvements in connection with all subsequent Phases of the Project, including the timing thereof and the particular types and uses of such improvements, shall be based on market conditions and site constraints as determined by Master Developer. However, the Parties acknowledge and agree that buildout of all remaining Phases (3 through 9), if they are built, shall be in sequential order as set forth in Section 6.1 of the MDP, unless the Parties agree in writing to amend the MDP and modify the Phasing plan therein. In other words, no buildings in Phase 4 shall be issued building permits by the City until all of the buildings in Phase 3 have been completed, and so forth.

4.2. Financing. The City acknowledges that Master Developer intends to obtain one or

more loans and/or other financing in connection with the development of all or a portion of the Project, and the City agrees to cooperate with Master Developer (and/or any Subdeveloper as applicable) in providing such documents or other information as may be reasonably requested by Master Developer or a lender in connection with any such financing.

5. Development of Residential Units in Compliance with the Master Development Plan.

5.1. Total Approved Residential Units. At Buildout of the Project, Master Developer shall be entitled to have developed no more than the Total Approved Residential Units and to have developed the other intended uses as specified in the MDP. All residential units shall be sold or leased at market rates without any subsidies.

5.2. Proportional Buildout of Project. Master Developer may use any of the Total Approved Residential Units in the development of any Subdivision (or any approved Site Plan allowing for residential uses) so long as the number of Residential Dwelling Units requested in the proposed Development Application does not exceed the number of Residential Units specified in this MDA or the MDP for the proposed Subarea in which the Subdivision or Site Plan is located, if a number is so specified in this MDA or the MDP. The use of Residential Dwelling Units as a “Dwelling, Short Term Rental or Lease” within any of the residential zones of the Project as shown on the MDP is prohibited. Notwithstanding any other provision to the contrary, all Phasing of the Project must conform with the uses and the sequential order established in Master Developer’s proposed Phasing plan set forth in Section 6.1 of the MDP, which may be amended from time to time by written agreement of the Parties.

5.3. Accounting for Residential Units on Subareas Developed by Master Developer. At the recordation of a Final Plat or approval of a Site Plan allowing for residential uses or other approved and recorded instrument for any Subarea(s) developed by Master Developer, Master

Developer shall provide the City a Development Report showing the number of Residential Dwelling Units used with the Subarea and the number of Residential Units remaining with Master Developer and for the remaining undeveloped areas of the Project.

5.4. Accounting for Residential Units for Subareas Developed by Subdevelopers.

Any Subarea for which development rights have been transferred by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Total Approved Residential Units. At the time of such transfer, Master Developer shall provide the City a Development Report showing the Subarea(s) transferred, the portion of the Total Approved Residential Units transferred with the Subarea(s), and the amount of the Total Approved Residential Units remaining with Master Developer for the remainder of the Project.

5.4.1. Return of Unused Residential Units. If any portion of the Total Approved Residential Units transferred to a Subdeveloper are unused by the Subdeveloper at the time the Subareas transferred with such Residential Units receives approval for a Development Application for the final portion of such transferred Subareas, the unused portion of the transferred Residential Units shall automatically revert back to Master Developer and the Master Developer shall file with the City a Development Report.

6. Zoning and Vested Rights.

6.1. **Vested Rights Granted by Approval of this MDA.** Subject to the conditions precedent as set forth in Section 3 above, UTA and Master Developer shall have the vested right to develop and construct the Project on the Property, with the uses, densities and other characteristics of the Project in accordance with the MU Zone, the MDP, Total Approved Residential Units, Development Standards and other matters specifically addressed in the MDP, subject to compliance with the terms and conditions of this MDA as well as applicable City

Laws, except as otherwise specifically provided in this MDA.

6.1.1. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project shall be required to comply with future changes to City Laws which are in effect as of the filing of a Development Application that do not prohibit, limit, delay or otherwise interfere with the vested rights granted pursuant to the terms of this MDA and which are not inconsistent with the terms and provisions of this MDA or the MDP. The following are examples for illustrative purposes only and are a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project, subject to the standard set forth in the immediately preceding sentence:

1. *Compliance with State and Federal Laws.* 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;

2. *City Construction and Development Standards.* 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/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,

3. *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.

4. *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 – but not applicable only to the Property) and which are adopted pursuant to State law.

5. *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, imposed and collected pursuant to the Utah Impact Fees Act, subject to the following: (i) all Impact Fees shall be charged at such times in the course of development of the Property as the City customarily charges similar Impact Fees to other developers within the City, in accordance with applicable law, (ii) all Impact Fees charged in connection with construction of improvements for Phases 1A, 1B, 1C and 1D shall be calculated in accordance with the applicable Impact Fee schedules in effect as of the date of this MDA, regardless of subsequent changes to any such schedule (unless rates have decreased, in which case Impact Fees shall be calculated in accordance with the decreased rates), (iii) the Parties acknowledge and agree that in consideration of the infrastructure improvements to be provided by Master Developer for the Project, Master Developer shall receive, at a minimum, the Impact Fee adjustments and/or reimbursements set forth on the attached Exhibit “E”, and that those Impact Fees calculations and figures as set forth in Exhibit “E” have been agreed upon by the Parties and are not subject to further legal challenge or dispute by the Parties, and (iv) the Parties acknowledge and agree that Master Developer shall be entitled to a reimbursement of Parks and Recreation Impact Fees in an amount that is equal

to the additional costs incurred by Master Developer in providing trail improvements (including sidewalks, pathways, etc.) which exceed typical City standards on the main trail from State Street to UTA's Frontrunner platform and the connector trail which runs along UTA's Frontrunner tracks on the west side of the Property. The design and scope of said enhancements which exceed City standards shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed. Within thirty (30) days after receipt of an itemized invoice from Master Developer together with copies of receipts or other documentation evidencing such additional costs (in excess of what would be incurred to provide improvements under typical City standards), the City shall reimburse Master Developer for all such additional costs. Unless said reimbursement amounts submitted by Master Developer are disputed by the City in a written notice to Master Developer given during such 30-day reimbursement period setting forth the reason(s) for said dispute, if such reimbursement is not paid in full within the time required, interest shall accrue on any unpaid balance at the rate of eight percent (8%) annually until paid. Except as otherwise specifically provided herein, Master Developer and UTA do not waive any right, whether pursuant to statute or otherwise, to challenge any Impact Fee charged, or sought to be charged, by the City.

7. Term of Agreement. The term of this MDA shall be for twenty-five (25) years from its effective date, unless earlier terminated or modified by written agreement of the parties, and except to the extent otherwise specifically provided in this MDA.

8. Approval Processes for Development Applications. Approval processes for Development

Applications shall be as provided in the City Laws except as otherwise provided in this MDA or the MDP. A Development Application shall be approved by the City if the improvements to be constructed pursuant to the Development Application (i) conform to this MDA and the MDP, and (ii) comply with the City Laws, except as otherwise provided in this MDA or the MDP.

9. Public Improvements.

9.1 Utilities and Project Infrastructure. The Parties understand and agree that Master Developer shall have the right and the obligation and has willingly accepted the responsibility to construct and install or cause to be constructed and installed, at Master Developer's own expense and at no cost to the City (except as otherwise set forth in Exhibit "C"), all portions of the Project Infrastructure, whether public or private, necessary for the Project or which are required as a condition of approval of any Development Application submitted by Master Developer, subject to and in accordance with the terms of this MDA. Although the Parties understand and agree that the City is not responsible for, or expected to share in any of the costs to construct and install either the public or private Project Infrastructure (except as otherwise provided in Exhibit "C") within the Project, certain Project Infrastructure which is built to City standards (except to the extent of any conflicts between generally applicable City standards and the Development Standards, in which the case the Development Standards shall control; however, if the Development Standards do not specifically address an infrastructure issue, then the City standards shall be applied) and deemed public by the Parties shall be dedicated to the City in connection with each applicable phase of the Project.

The City acknowledges and agrees that (i) Master Developer may seek to secure easements or other rights from third parties in connection with certain off-site improvements for the benefit of the Project, which may include, but are not limited to, a northern entrance/exit for the Project

at State Street (near the currently existing mobile home park), and a gravity-flow sanitary sewer alignment (anticipated to be in the area of the abandoned Rio Grande rail corridor), and (ii) the City shall reasonably cooperate with Master Developer in its efforts, if any, to obtain such easements or other rights associated therewith.

9.2 Sanitary Sewer Lift Station. Master Developer shall either (i) install or cause to be installed a sanitary sewer lift station sufficient to meet the requirements of the Project and City Laws, or (ii) identify and implement a gravity-flow sanitary sewer solution that is sufficient to meet the requirements of the Project and City Laws. In the event that a lift station is installed, ongoing maintenance of said lift station shall be the responsibility of the Master Developer and/or future property owners within the Project, who may act through an Owner's Association, improvement or assessment district, or other lawful means. The Parties understand and agree that the City shall neither own nor maintain any such lift station, and that any such lift station shall provide service only with respect to sewage originating within the Project. Furthermore, the foregoing maintenance obligations of Master Developer and/or property owners with respect to any installed lift station shall survive the term/expiration of this MDA. The City shall be responsible for all maintenance (excluding repairs during any warranty period) in connection with gravity-flow sanitary sewer facilities which it has inspected, approved and accepted. All such gravity-flow sanitary sewer facilities which are located outside of the Property shall be public facilities. Upon inspection, approval and the expiration of any warranty periods as set forth in the City Laws, the City shall accept the dedication of and maintain (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) all such off-site gravity-flow sanitary sewer facilities.

9.3 Municipal Utility Systems.

9.3.1. Culinary Water. The Parties understand and agree that Master Developer shall, at Master Developer's own expense (except as otherwise provided in Exhibit "C"), install the necessary Project Infrastructure to extend the City's culinary water system throughout the Project. Master Developer shall be responsible for all applicable construction, connection, permit and impact fees associated with said water connections within the Project. Moreover, the City shall not be responsible for any costs associated with making said connections. In addition, the Parties understand and agree that Master Developer shall also be responsible for installing all Project Infrastructure necessary for each individual water connection for the various buildings, open spaces, etc., throughout the Project. Upon inspection, approval and the expiration of any warranty periods as set forth in the City Laws, the City shall accept the dedication of and maintain (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) all 'Public' (as defined below) culinary water facilities within the Project. As part of this Agreement, Master Developer agrees that any culinary water improvements constructed in connection with the Project, which are intended to be publicly owned and accepted by the City, shall be constructed according to typical City standards. Attached hereto as Exhibit "D-1" is a culinary water plan (the "Culinary Water Plan") generally depicting the various culinary water improvements anticipated to be constructed in connection with the Project. The Culinary Water Plan is a general depiction only, showing approximate locations. It is provided for the purpose of designating which improvements are to be public and which are to be private. Final locations shall be determined upon approval of an applicable Development Application. The Parties acknowledge and agree that the culinary water

improvements identified on Exhibit “D-1” as ‘Public’ shall be dedicated to the City, and owned and maintained (routine maintenance shall commence following the City’s satisfactory “intermediate inspection” as set forth in Title 12, Chapter 9 of the Clearfield City Code) by the City following satisfactory inspection, approval, and acceptance by the City after the expiration of any warranty periods. The improvements identified thereon as ‘Private’ shall remain privately owned and maintained. This Section 9.3.1 is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project. The Parties acknowledge and agree that water lines and other improvements which extend from a water meter to a particular building or other end use shall be and remain private, and the City shall neither own nor maintain such lines and improvements.

9.3.2. Sanitary Sewer. The Parties understand and agree that Master Developer shall, at Master Developer’s own expense (except as otherwise provided in Exhibit “C”), install the necessary Project Infrastructure to extend the City’s sanitary sewer collection system throughout the Project. The Parties acknowledge and agree that the City does not act as a sanitary sewer treatment provider (North Davis Sewer District provides sewer treatment facilities in the area). Master Developer shall be responsible for all applicable construction, connection, permit and impact fees associated with said sewer connections within the Project. Moreover, the City shall not be responsible for any costs associated with making said connections. In addition, the Parties understand and agree that Master Developer shall also be responsible for installing all Project Infrastructure necessary for each individual sewer connection for the various buildings throughout the Project. Upon inspection, approval and the expiration of any warranty periods as set forth in the City

Laws, the City shall accept the dedication of and maintain (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) all 'Public' (as defined below) sanitary sewer facilities within the Project. As part of this Agreement, Master Developer agrees that any sanitary sewer improvements constructed in connection with the Project, whether intended to be publicly owned and accepted by the City, or intended to be privately owned, shall be constructed according to typical City standards. Attached hereto as Exhibit "D-2" is a sanitary sewer plan (the "Sanitary Sewer Plan") generally depicting the various sanitary sewer improvements anticipated to be constructed in connection with the Project. The Sanitary Sewer Plan is a general depiction only, showing approximate locations. It is provided for the purpose of designating which improvements are to be public and which are to be private. Final locations shall be determined upon approval of an applicable Development Application. The Parties acknowledge and agree that the sanitary sewer improvements identified on Exhibit "D-2" as 'Public' shall be dedicated to the City, and owned and maintained (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) by the City following satisfactory inspection, approval and acceptance by the City after the expiration of any warranty periods. The improvements identified thereon as 'Private' shall remain privately owned and maintained. This Section 9.3.2 is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project.

9.3.3. Storm Drainage. The Parties understand and agree that Master Developer shall, at Master Developer's own expense (except as otherwise provided in Exhibit "C"),

install the necessary Project Infrastructure to extend the City's storm drainage system throughout the Project. Master Developer shall be responsible for all applicable construction, connection, permit and impact fees associated with said storm drain connections within the Project. Moreover, the City shall not be responsible for any costs associated with making said connections. In addition, the Parties understand and agree that Master Developer shall also be responsible for installing all Project Infrastructure necessary for each individual storm drain connection for the various buildings, open spaces, etc. throughout the Project. Upon inspection, approval and the expiration of any warranty periods as set forth in the City Laws, the City shall accept the dedication of and maintain (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) all 'Public' (as defined below) storm drainage facilities (except as otherwise provided in this MDA) within the Project. As part of this Agreement, Master Developer agrees that any storm drainage improvements constructed in connection with the Project, whether intended to be publicly owned and accepted by the City, or intended to be privately owned, shall be constructed according to typical City standards. Attached hereto as Exhibit "D-3" is a storm drainage plan (the "Storm Drainage Plan") generally depicting the various storm drainage improvements anticipated to be constructed in connection with the Project. The Storm Drainage Plan is a general depiction only, showing approximate locations. It is provided for the purpose of designating which improvements are to be public and which are to be private. Final locations shall be determined upon approval of an applicable Development Application. The Parties acknowledge and agree that the storm drainage improvements identified on Exhibit "D-3" as 'Public' shall be

dedicated to the City, and owned and maintained (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) by the City following satisfactory inspection, approval and acceptance by the City after the expiration of any warranty periods. The improvements identified thereon as 'Private' shall remain privately owned and maintained. This Section 9.3.3 is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project.

9.4. Approval of Infrastructure as a Part of a Development Approval. Any Development Application for a Subdivision or a Site Plan shall include a plan for constructing the applicable portions of the Project Infrastructure and shall demonstrate that the proposed Project Infrastructure is compatible with the overall development of the Project, as then contemplated, at Buildout.

9.4.1. Review by City. The City shall review the proposed Project Infrastructure to determine its compatibility with: 1) the City's existing systems; and 2) the overall development of the Project, as then contemplated, at Buildout in accordance with City Laws, the MDP and this MDA.

9.4.2. Resolution of Disputes Regarding Project Infrastructure. If the City determines that the proposed Project Infrastructure is not compatible with the overall development of the Project, as then contemplated, at Buildout in accordance with applicable City Laws, the MDP and this MDA, then any such dispute shall be subject to the "Meet and Confer" provisions of Section 16.3.

9.5. Restrictions on Certificates of Occupancy. No certificate of occupancy shall be issued by the City and no occupancy shall be permitted unless all items of Project Infrastructure

specifically required pursuant to an approved Development Application are installed in accordance with this MDA, the MDP, the City Laws and approved by the City Engineer and City Attorney, except landscaping, for which an escrow account or bond will be allowed to be established pursuant to City Laws for landscaping improvements.

9.6. Project Infrastructure Improvements. Master Developer's obligations with respect to Project Infrastructure improvements shall be subject to the applicable City Laws.

9.7. Public Services Provided by City. Subject to compliance with Master Developer's obligations as set forth in this MDA regarding the construction of public improvements, the City shall provide all of the standard municipal services to the Project, including, but not limited to, culinary water, sanitary sewer collection, storm drainage, public safety facilities and services and police services, at the same levels of service and on the same terms as are generally provided by the City to and for the benefit of the City's other similarly situated residents, institutions and businesses. The Parties acknowledge and agree that the City does not provide fire protection/suppression services or emergency medical services (such services are provided by the North Davis Fire District).

10. Special Provisions Regarding Roads.

10.1. Public and Private Roads. The Parties understand and agree that Master Developer shall, at Master Developer's own expense (except as otherwise provided in Exhibit "C"), install the necessary Project Infrastructure to provide transportation and circulation facilities within the Project. The City shall cooperate with Master Developer in providing such facilities to the Project in connection with the City's existing roads and transportation facilities. Upon inspection, approval and the expiration of any warranty periods as set forth in the City Laws, the City shall accept the dedication of and maintain (routine maintenance shall commence

following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) all 'Public' (as defined below) roads within the Project. As part of this Agreement, Master Developer agrees that any roads constructed in connection with the Project, whether intended to be publicly owned and accepted by the City, or intended to be privately owned, shall be constructed according to typical City standards and as set forth in this MDA, except with regard to right-of-way widths, pavement widths, and any other design standard directly related to or affected by right-of-way width, which shall be as set forth in the MDP. Attached hereto as Exhibit "D" is a street plan (the "Proposed Street Plan") generally depicting the various streets and roadways anticipated to be constructed in connection with the Project. The Proposed Street Plan is a general depiction only, showing approximate locations. It is provided for the purpose of designating which streets are to be public and which are to be private. Final locations shall be determined upon approval of an applicable Development Application. The Parties acknowledge and agree that the roads identified on Exhibit "D" as 'Public' shall be dedicated to the City, and thereafter (following inspection, approval and the expiration of any warranty periods as set forth in the City Laws) owned and maintained (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) by the City, including culinary water, sanitary sewer and storm drain facilities within or under such roads, except as otherwise provided in this MDA. The roads identified thereon as 'Private' shall remain privately owned and maintained. Maintenance of storm drain systems within or under 'Private' roads shall be the responsibility of Master Developer and/or future property owners within the Project. The City shall be responsible for maintenance of culinary water and sanitary sewer systems within or under 'Private' roads, except as otherwise agreed by the Parties. Master Developer shall grant to

the City such easements within 'Private' roads as may be reasonably necessary in connection with the City's obligations to maintain culinary water and sanitary sewer systems within such roads. This Section 10.1 is not intended to and does not create any affirmative construction obligations in connection with undeveloped Phases of the Project. The Parties acknowledge and agree that the standards set forth in the MDP with regard to right-of-way widths differ from corresponding standards set forth in the City Laws. The Parties further acknowledge and agree that notwithstanding anything to the contrary in this MDA, with regard to right-of-way widths, and pavement widths, the standards set forth in the MDP shall control.

10.2. Connector Road (Depot Street). The Parties understand and agree that as an off-site public improvement intended to mitigate additional traffic impact from the Project and to further facilitate use of the Project, Master Developer agrees to install or cause to be installed, at its own expense (except as otherwise set forth in Exhibit "C"), an extension of Depot Street southward from approximately 830 South in Clearfield, ultimately connecting with the Project's roadways at the northern portion of the Project. The Depot Street extension shall be a two lane local roadway with a sixty (60) foot wide right-of-way built to City standards. The Depot Street extension shall be a 'Public' road pursuant to Section 10.1. This obligation to construct the Depot Street extension shall be performed by Master Developer once a traffic study warrants the need for this improvement, but no later than the completion of Phase 3 of the Project. In other words, no building permit shall be issued for Phase 4 of the Project until this improvement has been completed. Notwithstanding anything to the contrary herein, the Parties understand and agree that any land acquisition costs necessary for Master Developer's extension of Depot Street, as described above, shall initially be shared by the City and Master Developer, in accordance with the following: (i) the City shall bear twenty-seven percent (27%) of any necessary land

acquisition costs for the Depot Street extension and Master Developer shall bear the remaining seventy-three percent (73%) portion of said costs, (ii) each party shall be responsible for payment of its respective share of such costs at the time of closing on any such land acquisition(s), (iii) City and Master Developer shall, within ninety (90) days after the date of this MDA, enter into a reimbursement agreement directing and authorizing the City to collect from those property owners and developers that front along the Depot Street extension a payment, to be collected at the time of development of such frontage property, in order to reimburse Master Developer an equitable portion of its land acquisition and construction expenses in connection with the Depot Street extension, and (iv) to the extent that the City owns any lands that are required in connection with the Depot Street extension, the City shall dedicate such lands for the Depot Street extension without payment, and at no cost to Master Developer. Master Developer shall be eligible to receive reimbursement for its land acquisition and construction costs for the Depot Street extension, except for Master Developer's "Share" of said land acquisition and construction costs, from funds actually received by the City from the owners and developers of property with frontage along the Depot Street extension pursuant to aforementioned reimbursement agreement as reimbursement for the Master Developer's previously installed improvements. As used herein, Master Developer's "Share" of said land acquisition and construction costs for the Depot Street extension shall mean that percentage of said land acquisition and construction costs which is equal to the percentage of all traffic on the Depot Street extension, as of such time as the Project and all properties that front along the Depot Street extension are fully constructed, that is attributable to and/or generated by the Project (including patrons of commuter rail and other transit facilities) as estimated in a traffic study approved by the Parties, but in no event shall Master Developer's Share be more than seventy-three percent

(73%). Such traffic study shall utilize reasonable assumptions agreeable to all Parties with regard to density and other relevant factors, and shall be completed prior to entering into the aforementioned reimbursement agreement. The terms of the reimbursement agreement will be mutually agreed upon by the Parties. In the event that Master Developer is unable, for any reason, to purchase or otherwise acquire any lands and/or rights, including from third-parties, as Master Developer reasonably deems necessary for the construction of said Depot Street extension, Master Developer shall give written notice thereof to City, whereupon Master Developer and City shall work together in good faith to identify a mutually acceptable resolution. The City acknowledges its right of eminent domain to acquire property necessary for roads and related purposes as well as its willingness to consider the exercise of such right if warranted by the circumstances; however, the Parties also acknowledge and agree that the City's exercise of eminent domain powers is a future legislative decision of the City Council as constituted when that issue arises. In the event that the Parties are unable to mutually agree upon a resolution within ninety (90) days of the date of such notice, the Parties may mutually agree in writing to terminate this MDA, whereupon this MDA shall have no further force or effect. If, at the time of such termination, the physical construction of improvements pursuant to a building permit has already commenced, Master Developer shall be obligated to complete the construction of such improvements.

10.3. New Primary Intersection at State St. The Parties understand and agree that in order to facilitate better traffic flow both within and adjacent to the Project, Master Developer shall either construct or cause to be constructed, at its own expense (except as otherwise provided in Exhibit "C"), a new four-way intersection at the junction of the Project's main road and State Street. Said intersection shall be generally in conformance with the conceptual design

in the MDP, subject to approval from the Utah Department of Transportation (“UDOT”) and the City. Master Developer shall apply for UDOT’s approval of said intersection in connection with each Phase until such time as the intersection is approved by UDOT. Once approval from UDOT is obtained, the City will not be required to issue any building permits for additional Phases until the intersection is completed, The City acknowledges its willingness to consider loaning funds to Master Developer for acquisition of lands required in connection with such intersection, and City and Master Developer shall, within one hundred twenty (120) days after the date of this MDA, seek to enter into a loan agreement on terms that are mutually agreeable to the Parties (including four percent (4%) interest on loan balance annually until paid). In the event that Master Developer is unable, for any reason, to purchase or otherwise acquire any lands and/or rights, including from third-parties, as Master Developer reasonably deems necessary for the construction of said intersection, Master Developer shall give written notice thereof to City, whereupon Master Developer and City shall work together in good faith to identify a mutually acceptable resolution. The City acknowledges its right of eminent domain to acquire property necessary for roads and related purposes as well as its willingness to consider the exercise of such right if warranted by the circumstances; however, the Parties also acknowledge and agree that the City’s exercise of eminent domain powers is a future legislative decision of the City Council as constituted when that issue arises. In the event that the Parties are unable to mutually agree upon a resolution within ninety (90) days, the Parties may mutually agree in writing to terminate this MDA, whereupon this MDA shall have no further force or effect. If, at the time of such termination, the physical construction of improvements pursuant to a building permit has already commenced, Master Developer shall be obligated to complete the construction of such improvements.

10.4. Northern Ingress/Egress on State St. The Parties understand and agree that in order to facilitate better traffic flow both within and adjacent to the Project, Master Developer shall either construct or cause to be constructed, at its own expense (except as otherwise provided in Exhibit “C”), a new entrance/exit for the Project located north of the Phase 1A Flex Business Space buildings at State Street (the “Northern Access”). This Northern Access shall be generally in conformance with the conceptual design in the MDP, subject to approval from UDOT and the City. This obligation to construct the Northern Access shall be performed by Master Developer once a traffic study warrants the need for this improvement, but no later than the completion of Phase 3 of the Project. In other words, no building permit shall be issued for Phase 4 of the Project until this improvement has been completed. In the event that Master Developer is unable, for any reason, to purchase or otherwise acquire any lands and/or rights, including from third-parties, as Master Developer reasonably deems necessary for the construction of said Northern Access, Master Developer shall give written notice thereof to City, whereupon Master Developer and City shall work together in good faith to identify a mutually acceptable resolution. The City acknowledges its right of eminent domain to acquire property necessary for roads and related purposes as well as its willingness to consider the exercise of such right if warranted by the circumstances; however, the Parties also acknowledge and agree that the City’s exercise of eminent domain powers is a future legislative decision of the City Council as constituted when that issue arises. In the event that the Parties are unable to mutually agree upon a resolution within ninety (90) days, the Parties may mutually agree in writing to terminate this MDA, whereupon this MDA shall have no further force or effect. If, at the time of such termination, the physical construction of improvements pursuant to a building permit has already commenced, Master Developer shall be obligated to complete the construction of such

improvements.

10.5. Reconfiguration of Intersection at 1000 East and State Street. The Parties understand and agree that in order to facilitate better traffic flow both within and adjacent to the Project, Master Developer shall either construct or cause to be constructed, at its own expense (except as otherwise provided in Exhibit “C”), a reconfiguration of the existing intersection at 1000 East and State Street, whereby the existing intersection shall be closed on the south side of State Street and replaced with a new ‘T’ intersection located further south on State Street (the “Southern Access”). This obligation shall be performed by Master Developer once a traffic study warrants the need for this improvement, but no later than the completion of Phase 3 of the Project. In other words, no building permit shall be issued for Phase 4 of the Project until this improvement has been completed. In the event that Master Developer is unable, for any reason, to purchase or otherwise acquire any lands and/or rights, including from third-parties, as Master Developer reasonably deems necessary for the construction of said Southern Access, Master Developer shall give written notice thereof to City, whereupon Master Developer and City shall work together in good faith to identify a mutually acceptable resolution. In the event that the Parties are unable to mutually agree upon a resolution within ninety (90) days, the Parties may mutually agree in writing to terminate this MDA, whereupon this MDA shall have no further force or effect. If, at the time of such termination, the physical construction of improvements pursuant to a building permit has already commenced, Master Developer shall be obligated to complete the construction of such improvements.

Notwithstanding anything to the contrary herein, in the event that UDOT disapproves or otherwise fails to provide all necessary approvals for the Southern Access, Master Developer’s obligation to construct the Southern Access shall automatically terminate, and any and all

references in this MDA and/or the MDP to such Southern Access (however such realignment is denominated) shall be deemed null and void, having no force or effect. In such event, the parties anticipate that existing road and access conditions shall continue until such time as the Project's new primary intersection (as described in Section 10.3) is operational. At that time, the Parties anticipate that the existing intersection of 1000 East and State Street shall be limited to right-in/right-out access only, subject to UDOT approvals.

11. Open Space, Parks and Trails. The Parties understand and agree that Master Developer shall, at Master Developer's own expense (except as otherwise provided in Exhibit "C"), install the necessary Project Infrastructure to provide open space, parks and trails within the Project, and as generally depicted and described in this MDA and the MDP. The Parties acknowledge and agree that the site map and open/civic space acreage figures set forth in Section 3.1 of the MDP are provided for general reference only, and are not intended to be and shall not be deemed minimum requirements; however, in no event shall the open/civic space acreage be less than twenty percent (20%) of the Property. The City shall cooperate with Master Developer in providing such facilities. Master Developer shall be responsible for all applicable construction, permit and impact fees associated with said open space, parks and trails within the Project. Except as otherwise specifically provided in this MDA, all open space, parks and trails within the Project shall be privately owned and maintained, and the City shall neither own nor maintain the same. The Parties acknowledge and agree that any and all open space located between travel lanes within any public road or public right of way shall, following satisfactory inspection, approval and expiration of any warranty period, be owned and maintained (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) by the City. Open space shall consist of meaningful

areas that promote the goals and objectives of Master Developer and City, but shall not include roads (but shall include landscaped areas within rights-of-way) or parking lots.

11.1. **Community Park No. 1.** Within ten (10) days after Master Developer receives Site Plan approval for any Phase 4 improvement, UTA (or any successor owner, if applicable) shall convey fee title to the land (approximately 1.3 acres) comprising that certain area identified in the MDP as the “Community Park No. 1” to the City, for development and construction of the “Community Plaza”, as defined below. The Parties agree that such Community Park No. 1 lands shall, at all times, and regardless of any transfer of ownership, be considered and counted as open space and shall be included in any calculation of Project open space, pursuant to the open space requirements set forth in the MDP. Concurrently with the conveyance of title to the Community Park No. 1 land to the City, Master Developer shall pay the City Two Hundred Thousand Dollars (\$200,000.00) (this amount, which is not subject to change, being agreed upon by the Parties as the current estimated cost of improving the Community Park No. 1 area to the level of a typical City park). The City shall be responsible for all costs and expenses in connection with the planning, design and construction of the Community Plaza in a manner consistent with the standards set forth in the MDP. The City shall begin construction of improvements for the Community Plaza within one (1) year of the date title to the land is transferred to the City, and shall complete such construction within eighteen (18) months after beginning construction. The City shall also be responsible for managing and maintaining the Community Plaza. The City covenants and agrees that the Community Plaza shall not be used or improved for any purpose other than for a community plaza, meaning a facility having the elements and features of a ‘community plaza’ as set forth and described in the MDP (the “Community Plaza”). The deed conveying title to the Community Park No. 1 lands shall include

a restrictive covenant limiting the use of such lands to the Community Plaza, subject to the other provisions of this section in the event the Community Plaza is not constructed by the City as required. Master Developer shall have no obligation to develop such lands as a Community Plaza. The City acknowledges and agrees that failure to timely construct improvements to the Community Park No. 1 lands would adversely impact the Project. Accordingly, in the event that the City fails to commence construction of the Community Plaza within the time required, or fails to complete such construction within the time required, Master Developer shall have the right, but not the obligation, to improve such lands, in its sole discretion, to the level of a typical City park only. If Master Developer elects to exercise its right to make or complete such improvements, Master Developer shall give written notice thereof to the City, and within thirty (30) days after receipt of such notice, City shall reimburse Master Developer any portion of the \$200,000.00 amount previously paid to the City, as discussed above, which has not been expended on improvements already installed. If such reimbursement is not paid in full within the time required, interest shall accrue on any unpaid balance at the rate of eight percent (8%) annually until paid.

11.2. **Pocket Parks.** The Parties understand and agree that the City shall neither own nor maintain any Pocket Park (as defined in the MDP).

11.3. **Community Park No. 2.** Master Developer shall develop and construct that certain storm water detention area comprised of approximately 0.94 acres and identified in the MDP as the “Community Park No. 2”. As part of Phase 6 of the Project, said Community Park No. 2 shall be fully developed and completed by Master Developer with automatic sprinkling systems, sod and trees according to City standards. Following inspection, approval and the expiration of any warranty periods set forth in the City Laws, the City shall accept the dedication

of the Community Park No. 2 area and maintain (routine maintenance shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code) such as one of its community parks. However, notwithstanding the foregoing, if the improvements installed in the Community Park No. 2 area by Master Developer don't meet the City's standards for slopes, depth, and landscaping (sod, trees, sprinkling systems) for a community park, the City shall not be required to accept any dedication of and will be under no obligation to maintain the Community Park No. 2 area.

12. Other Landscaping Requirements. A landscaping buffer shall be required and installed by Master Developer at Master Developer's sole cost and expense along all State Street frontages consistent with the MDP. All parking lots visible from State Street must be screened.

13. CC&R's. As applicable, the owner(s) of all or a portion of the Property, and or the Owner's Association(s) created with respect thereto, shall be responsible for the implementation and enforcement of CC&R's if and as they deem necessary or appropriate. The CC&R's may be adopted and amended without any requirement of approval thereof by the City; however, Master Developer shall submit all CC&R's to the City for review and comment prior to adoption or amendment. All CC&R's shall be subject to the terms and provisions of this MDA and must not be in conflict with the MDA, the MDP, or City Laws.

14. Payment of Fees. Except as otherwise specifically provided in this MDA, Master Developer and/or any Subdeveloper, as applicable, shall pay to the City all fees (including, but not limited to, plan review fees, Impact Fees, hookup fees and inspection fees) as are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule – but not applicable only to the Property) and which are adopted pursuant to State law, in amounts specified in the City Laws.

15. Construction Standards and Requirements.

15.1. Building and Grading Permits. No buildings or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper, as applicable, first obtaining a building permit therefor. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following preliminary approval by the Planning Commission of a Site Plan or a Subdivision Plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer. Any grading performed by Master Developer and/or a Subdeveloper pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of Master Developer or the Subdeveloper. If there are any discrepancies between the grade elevations created by the grading permit activities and the final, approved elevations, the City shall have no responsibility or liability for any such discrepancy. Nothing herein shall prevent Master Developer from obtaining a demolition permit, at any time Master Developer reasonably deems necessary.

15.2. City and Other Governmental Agency Permits. Before beginning construction or development of any buildings, structures or other work or improvements upon any portion of the Property, Master Developer or a Subdeveloper, as applicable, shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. Upon satisfactorily meeting all pertinent requirements as set forth in this MDA, the MDP and City Laws, the City agrees to grant to Master Developer, or a Subdeveloper, as applicable, those permits and approvals necessary to permit the Master Developer or Subdeveloper to implement and complete the development of the Project. The City shall reasonably cooperate with the Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

15.3. UTA Operations Facilities. The Parties acknowledge and agree that (i) UTA currently utilizes a portion of the Property, including one or more buildings located on the Property, in support of its transit-related operations, (ii) development of the Project shall necessitate the removal of such support buildings and related improvements (specifically excluding the Frontrunner commuter rail corridor), (iii) UTA and/or Master Developer intend to relocate such support facilities to a portion of the Flex Business Space to be constructed within the Project (the “Relocation Facility”) (UTA and/or Master Developer currently anticipate, subject to change, that the Relocation Facility will be located within a portion of the Flex Business Space identified in the MDP as part of Phase 3), (iv) UTA shall have the right to continue to use its existing support buildings and related improvements until such time as UTA and Master Developer mutually agree that such use shall be discontinued, and (v) if a Relocation Facility acceptable to UTA is not available as of the time UTA discontinues use of its existing facilities, UTA shall have the right, for a period not to exceed five (5) years, to install and utilize temporary facilities (including but not limited to mobile office trailers and other similar facilities) for its support operations.

15.4. Inspection by City. Notwithstanding the City’s established construction standards, City acknowledges and agrees that, except as otherwise specifically provided in the last sentence of this Section 15.4, continuous direct observation by a city inspector or city engineer will not be a requirement with respect to construction of improvements at the Project, and Master Developer and/or any Subdeveloper shall have the right to perform and continue its construction work. However, the City shall have the right, upon giving written notice thereof to Master Developer setting forth its reasonable concerns, to require continuous inspection with respect to any particular construction work relating to such concerns.

16. Default.

16.1. **Notice.** If Master Developer or a Subdeveloper or the City is believed to be in Default for failing to perform its respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide written Notice to the party that is believed to be in Default, and to UTA. If the City provides any Notice of Default to any Subdeveloper it shall also provide a courtesy copy of such Notice to Master Developer and UTA at the same time.

16.2. **Contents of the Notice of Default.** The Notice of Default shall:

16.2.1. Claim of Default. Specify the claimed event of Default;

16.2.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA or the MDP that is claimed to be in Default;

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

16.2.4. Optional Proposed Cure. If elected by the party delivering the Notice of Default, in its discretion, the Notice of Default may propose a method and period of time for curing the Default, which period of time shall be not more than sixty (60) days.

16.3. **Meet and Confer.** Upon the issuance of a Notice of Default the Parties shall engage in a “Meet and Confer” process, which means that the Parties and/or their representatives shall meet together in person (or by telephone if meeting in person is not reasonably possible in a timely manner) to discuss the claimed Default and shall attempt, in good faith, to reach a mutually acceptable resolution.

16.4. **Remedies.** If the Parties are not able to resolve the Default through the “Meet and

Confer” process then the parties may pursue the following remedies:

16.4.1. Legal Remedies. The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages; provided, however, that Master Developer shall be allowed to pursue out-of-pocket costs actually paid by reason of the City’s Default, limited to the following: (i) payment of interest pursuant to any loan, contract or other obligation, (ii) costs incurred in connection with the delay, termination, and/or extension of construction activity, (iii) costs incurred in connection with construction mobilization and/or remobilization, (iv) costs incurred in connection with management, termination, and/or amendment of existing contracts, (v) payment of penalties and/or fees under any contract or account, (vi) payment of insurance premiums, and (vii) costs incurred in connection with renewing, updating and/or replacing reports, studies and/or applications. In no event shall the City have any obligation to pay Master Developer, UTA, or any successor in interest, for consequential damages, lost profits, or lost opportunity costs arising by reason of an alleged or established Default of the City, and Master Developer and UTA hereby irrevocably waive any right to assert any claim for the same. Notwithstanding any other provision contained herein, the City’s aggregate liability for out-of-pocket expense incurred by Master Developer arising from the City’s Default shall not exceed five million dollars (\$5,000,000.00).

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

16.4.3. Withholding Further Development 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 Master Developer, or in the case of a Default by a Subdeveloper, development of those Subareas for which it has acquired development rights, until the Default has been cured.

16.5. Public Meeting. Before any remedy in Section 16.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting (upon not less than ten days prior notice) before the Council and address the Council regarding the claimed Default.

16.6. Emergency Defaults. Anything in this MDA or the MDP notwithstanding, if the Council finds on the record that a Default materially impairs a compelling, countervailing interest of the City involving the public health or safety, and that any delays in remedying such a Default would also impair a compelling, countervailing interest of the City involving the public health or safety, then the City may pursue the remedies of Section 16.4 without the requirements of Section 16.3. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency Default is to be considered and Master Developer and/or any applicable Subdeveloper shall be allowed to address the Council at that meeting regarding the claimed emergency Default.

16.7. Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days then such cure period may be extended by the non-defaulting party so long as the defaulting party is pursuing a cure with reasonable diligence.

16.8. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

17. Notices. All notices required or permitted under this MDA shall be given in writing by certified mail, postage prepaid; or personally; or by nationally-recognized overnight courier

service to the following addresses; or by facsimile to the following facsimile numbers provided transmission confirmation is automatically provided:

To UTA:

Utah Transit Authority
Attn: UTA Office of General Counsel and TOD Manager
669 W. 200 S.
Salt Lake City, UT 84101
Fax:

To Master Developer:

Clearfield Station, LLC
Attn: Mike Christensen
748 West Heritage Park Blvd., Ste. 203
Layton, UT 84041
Fax:

With a copy to:

Dean Smith, Attorney
c/o The Thackeray Garn Company, LLC
1165 E. Wilmington Ave., Ste. 275
Salt Lake City, UT 84106

To the City:

Clearfield City Corporation
Attn: City Recorder
55 S. State St.
Clearfield, UT 84015
Fax:

With a copy to:

Clearfield City Attorney
55 S. State St., Suite 332
Clearfield, UT 84015
Fax:

17.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed given upon actual receipt, if personally delivered; when transmitted if delivered by facsimile; one (1) business day following deposit with a nationally-recognized overnight courier that provides a receipt; or on the third (3rd) day following deposit in the United State mail in the manner described above. Any party may change its address for

Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

18. **Entire Agreement/Amendment.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties regarding the subject matter included herein and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties. Any amendment to this MDA shall be recorded against the Property.

19. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

20. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City, UTA and Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA 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, except as otherwise specifically provided in this MDA.

21. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the City as provided herein, which consent shall not be unreasonably withheld, conditioned or delayed. City understands and agrees that the Project is large and diverse, and that Master Developer is likely to assign a portion or portions of its development rights under this MDA to one or more Subdevelopers in order to facilitate the development of various phases and/or portions of the Project.

Notwithstanding anything to the contrary herein, Master Developer shall have the right to assign its rights under this MDA to any "Affiliate" of Master Developer without obtaining the City's consent therefor. As used in this Section 21, "Affiliate" shall mean any person or entity

controlling, controlled by or under common control with Master Developer (as used herein “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies and decision-making of such person or entity, through the ownership of voting interests).

21.1 **Notice.** Master 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.

21.2. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer’s rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from and have no liability with respect to any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

21.3. **Grounds for Denying Assignment.** The City may only withhold its consent if the City is not reasonably satisfied regarding the assignee’s ability to perform the obligations of Master Developer proposed to be assigned, and the City provides a specific description of its objections in writing. Any refusal of the City to consent to an assignment shall be subject to the “Meet and Confer” process specified in Section 16.3.

21.4. **Assignee Bound by this MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA and the MDP as a condition precedent to the effectiveness of the assignment.

21.5 **Sale of Property.** Notwithstanding anything to the contrary herein, UTA shall have the right, at any time, to sell or otherwise convey all or any portion of the Property without any required approval, review, or consent by the City. Notwithstanding any such sale or conveyance, only Master Developer, or its permitted assignee(s) as provided in this Section 21, shall have the rights and responsibilities of Master Developer under this MDA. The City specifically acknowledges and agrees that UTA intends to transfer ownership of the Property, or portions thereof, to one or more other entities.

22. **Binding Effect.** If UTA sells or otherwise conveys all or any portion of the Property to any other party, the lands so sold or conveyed shall continue to be subject to all of the terms and conditions of this MDA which are applicable to such lands, including all rights, privileges, requirements and limitations as set forth herein.

23. **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.

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

25. **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; inability to obtain reasonable financing in the event of significant changes in the credit markets, 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. In the event of the incapacity or death of John Thackeray or Kevin Garn, the Parties shall meet and confer as to any modifications necessary to this MDA and completion of the Project.

26. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

27. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City, UTA and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representatives shall be JJ Allen for the City, Curtis Clayton for UTA, and Amber Huntsman for Master Developer. The parties may change their designated representatives by Notice.

28. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

29. **Applicable Law.** This MDA is entered into 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.

30. **Venue.** Any action to enforce this MDA shall be brought only in the Second Judicial District Court for the State of Utah, Farmington Department.

31. **Recordation and Running with the Land.** This MDA shall be recorded against the Property in the real property records of Davis County. This MDA shall be deemed to run with the land and shall be deemed binding upon the Parties, and all of their successors and assigns.

32. **Authority/Good Standing.**

(a) Master Developer represents and warrants to the City and UTA that (i) Master Developer is duly formed and validly existing under the laws of Utah and is qualified to do business in the State of Utah; (ii) the individuals executing this MDA on behalf of Master Developer are duly authorized and empowered to bind Master Developer; and (iii) this MDA is valid, binding and enforceable against Master Developer in accordance with its terms.

(b) City represents and warrants to Master Developer and UTA that (i) City is a Utah municipal corporation; (ii) City has power and authority pursuant to enabling legislation, the Act, City Laws, and the City Code, to enter into and be bound by this MDA; (iii) the individual(s) executing this MDA on behalf of City are duly authorized and empowered to bind the City; and (iv) this MDA is valid, binding and enforceable against the City in accordance with its terms.

(c) UTA represents and warrants to the City and Master Developer that (i) UTA is a public transit district organized under the Utah Public Transit District Act; (ii) UTA has power and authority pursuant to authority and approval from the Act and other enabling legislation in the Utah Code, to enter into and be bound by this MDA; (iii) the individual(s) executing this MDA on behalf of UTA are duly authorized and empowered to bind UTA; and (iv) this MDA is binding and enforceable against UTA in accordance with its terms.

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

CLEARFIELD CITY, a municipal corporation

Attest:

By: _____
Mark R. Shepherd, Mayor

City Recorder

Approved as to Form:

City Attorney

CLEARFIELD STATION, LLC
a Utah limited liability company

By: Its Manager
Clearfield TOD Investments, LLC
a Utah limited liability company

By: _____
John R. Thackeray, Manager

By: _____
Kevin S. Garn, Manager

UTAH TRANSIT AUTHORITY
a public transit district organized under the Utah Public Transit District Act

Mike Allegra, General Manager

Bruce T. Jones, President of Governmental Resources

ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by John R. Thackeray, the Manager of Clearfield TOD Investments, LLC, the Manager of CLEARFIELD STATION, LLC, a Utah limited liability company.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Kevin S. Garn, the Manager of Clearfield TOD Investments, LLC, the Manager of CLEARFIELD STATION, LLC, a Utah limited liability company.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, the _____ of CLEARFIELD CITY, a municipal corporation.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ and _____, the _____ and _____, respectively, of UTAH TRANSIT AUTHORITY, a public transit district organized under the Utah Public Transit District Act.

NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Master Development Plan
Exhibit "C"	Project Infrastructure
Exhibit "D-1"	Street Plan
Exhibit "D-2"	Culinary Water Plan
Exhibit "D-3"	Sanitary Sewer Plan
Exhibit "D-4"	Storm Drainage Plan
Exhibit "E"	Impact Fee Credits

Exhibit “A”

Legal Description of Property

[To Be Inserted]

Exhibit “B”

Master Development Plan

[See Attached]

Exhibit “C”

Project Infrastructure

[See Attached]

Exhibit “D-1”
Culinary Water Plan
[See Attached]

Exhibit “D-2”
Sanitary Sewer Plan
[See Attached]

Exhibit “D-3”
Storm Drain Plan
[See Attached]

Exhibit “D-4”

Street Plan

[See Attached]

Exhibit “E”

Impact Fee Credits

[See Attached]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

AS-SURVEYED DESCRIPTION

A PARCEL OF LAND SITUATE IN THE EAST ONE HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 0°06'06" EAST ALONG THE EAST LINE OF SAID SECTION LINE 293.10 FEET AND NORTH 89°53'54" WEST 651.82 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 91; FROM THE EAST QUARTER CORNER 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH 00°06'06" EAST 5272.26 FEET BETWEEN THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 12) RUNNING THENCE SOUTH 36°54'44" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE 991.03 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 18°21'02" EAST 70.17 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE SOUTH 0°06'06" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 753.80 FEET; THENCE NORTH 89°44'35" WEST 866.08 FEET TO A CHAINLINK FENCE; THENCE ALONG SAID CHAINLINK FENCE SOUTH 89°47'53" WEST 428.29 FEET TO A VINYL FENCE CORNER; THENCE ALONG SAID VINYL FENCE SOUTH 0°44'06" EAST 168.17 FEET TO A POINT ON THE UTA RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT THREE (3) COURSES: NORTH 29°57'39" WEST 1,717.61 FEET; SOUTH 89°59'56" WEST 57.71 FEET; NORTH 29°57'39" WEST 672.39 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 44°51'35" EAST 183.21 FEET; THENCE NORTH 86°57'28" EAST 239.06 FEET; THENCE NORTH 0°06'04" EAST 60.39 FEET; THENCE SOUTH 89°53'56" EAST 1096.09 FEET; THENCE SOUTH 0°06'04" WEST 232.50; THENCE SOUTH 89°53'56" EAST 463.79 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,058,933 SQ. FT. OR 70.22 ACRES

EXHIBIT “B”

MASTER DEVELOPMENT PLAN

http://www.clearfieldcity.org/Downloads/Clearfield_Station_MDP_10-28-13b.pdf

EXHIBIT “C”

PROJECT INFRASTRUCTURE

Clearfield TOD - Infrastructure Needs

Date February 20, 2014

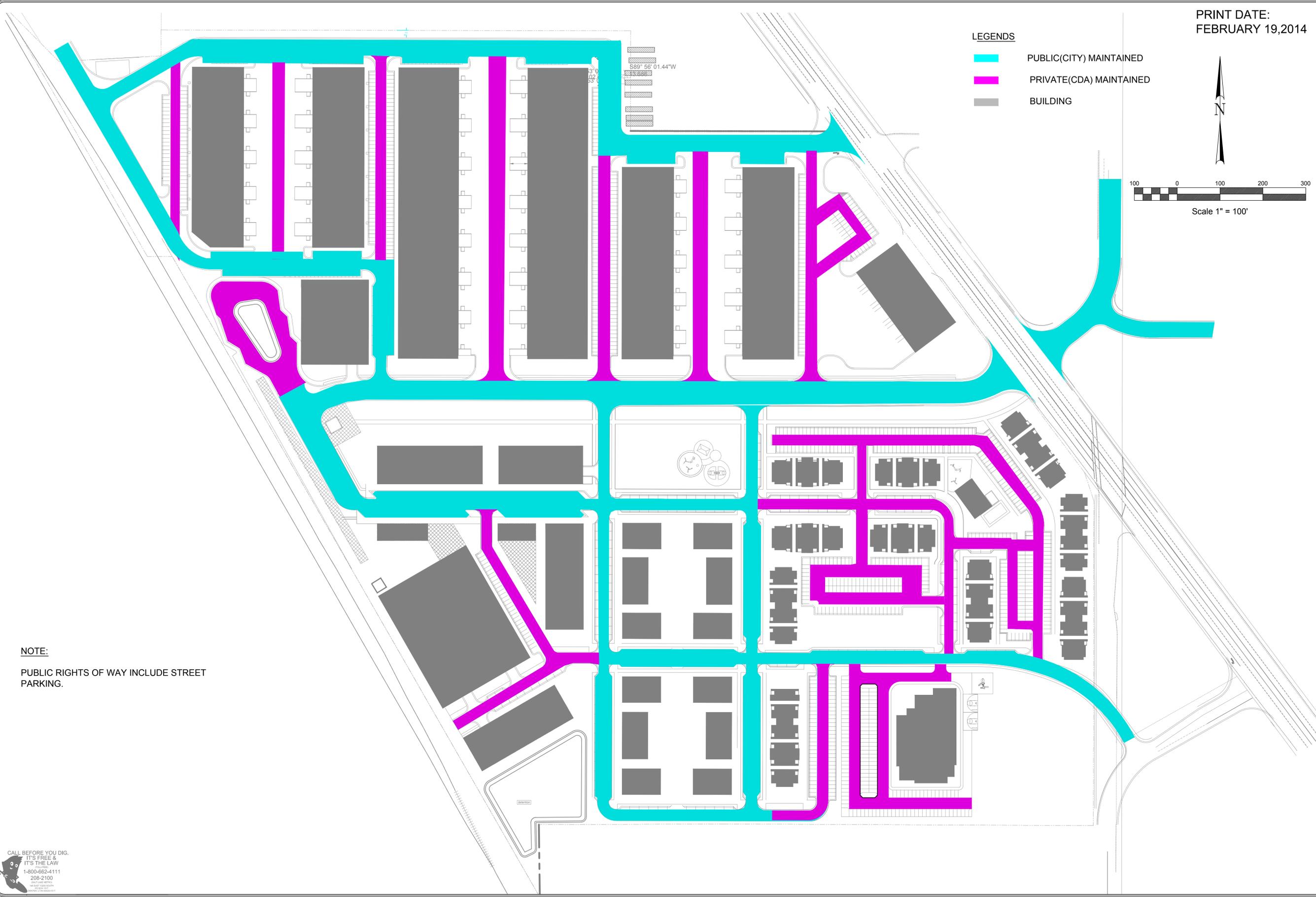
Category	Phase	Funding Source	Description
Transportation	3	100% Developer	New Traffic Signal (approx. State Street and 1200 South)/1000 East Connector Road to State Street Wood Property
Transportation	3	100% Developer	Block/Close of 1000 East at State Street
Transportation	3	100% Developer	New Traffic Signal (1000 East and State Street)/Chelemes Connector Road, State Street to 1000 East
Transportation	2A	100% Developer	Depot Street Connector Road to TOD site east of R/R / Building Depot Road along R/R Tracks for Regional Traffic Access
Transportation	80% Phase 1A, 10% Phase 2A, 10% Phase 4	100% Developer	Main Road Through TOD Site to TRAX Station
Parking	6	100% Developer	Parking Structure (1000 Stalls)
Parking	5	100% Developer	Parking Structure (469 Stalls)/Relocate Kiss and Ride
Site Remediation	1A	100% Developer	Demolish Existing Steel Buildings
Site Remediation	6	100% Developer	Grading to Infill Existing Detention Pond
Site Remediation	17% Phase 1A, 16% Phase 1B, 11% Phase 2A, 11% Phase 3, 11% Phase 4, 34% Phase 6	100% Developer	Remove Existing Light Poles
Site Remediation	49% Phase 1A, 11% Phase 1B, 5% Phase 2B, 30% Phase 3, 5%Phase 6	100% Developer	Remove Existing Trees
Site Remediation	19% Phase 1A, 25% Phase 1B, 3% Phase 2A, 3% Phase 2B, 5% Phase 3, 30% Phase 4, 15% Phase 6	100% Developer	Remove Existing Asphalt
System Improvements	40% Phase 1B, 20% Phase 5, 40% Phase 7	100% Developer	Install Community Trail System along Main Road
System Improvements	50% Phase 1B, 50% Phase 1C	100% Developer	Create 30'-50' Buffer along State Street
System Improvements	6	100% Developer	Install Connector Trail Along Tracks (Sidewalk Widening)
Culinary Water	3	100% Developer	8-inch water line Wood property connector road
Culinary Water	50% Phase 1C, 50% Phase 1B	36% Developer - 64% City*	10-inch water line, State Street, 1150 South to 1000 East
Culinary Water	3	100% City	10-inch water line, State Street, 1000 East to 1450 South
Culinary Water	3	100% City	16-inch water line, State Street and Chelemes Connector Road
Culinary Water	50% Phase 1D, 40% Phase 6, 10% Phase 2B	35% Developer - 65% City	16-inch water line south side of TOD Site, 1000 East to Railroad
Culinary Water	2A	50% Developer - 50% City	8-inch water line east of R/R, Depot Street to SR-193
Sanitary Sewer	3	100% City	10-inch sewer line Chelemes Connector Road
Sanitary Sewer	2A	100% Developer	Sewer Pump Station
Sanitary Sewer	2A	100% City	8-inch sewer line east of R/R, Depot Street to SR-193
Storm Drain	2A	100% City	24-inch storm drain line east of R/R 700 South to TOD Site on Depot St.
Storm Drain	50% Phase 1B, 50% Phase 1C	100% Developer	15-inch and 36-inch storm drain line, State Street, between TOD Property Corners
Storm Drain	20% Phase 1, 80% Phase 3	100% City	15-inch and 36-inch storm drain line, State Street, 1100 South to south Madec property excluding project along TOD property frontage
Storm Drain	30% Phase 3, 30% Phase 5, 40% Phase 6	100% Developer	Surface detention ponds

* City will contribute up to \$100,000 for project Culinary Water project

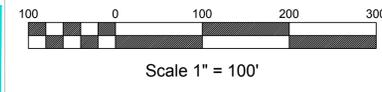
EXHIBIT "D1"

STREET PLAN

FILENAME: T:\Clearfield TOD Investments\CT00X (Public & Private Utilities)\Design\Road Exhibit.dwg TAB: Public and Private PLOT DATE AND TIME: 2/20/2014 10:34 AM



PRINT DATE:
FEBRUARY 19,2014



- LEGENDS**
- █ PUBLIC(CITY) MAINTAINED
 - █ PRIVATE(CDA) MAINTAINED
 - █ BUILDING

NOTE:
PUBLIC RIGHTS OF WAY INCLUDE STREET PARKING.



**CLEARFIELD STATION T.O.D.
1000 EAST STATE STREET,
CLEARFIELD, UT
PUBLIC & PRIVATE ROADS**

1370 South West Temple Salt Lake City, Utah 84115
Ward Engineering Group
Planning Engineering Surveying
PH: 801-487-8040 FX: 801-487-8668

CLIENT: CLEARFIELD TOD INVEST
DWG: Road Exhibit
JOB No: 242-CT001-13
DO NOT SCALE DIMENSIONS. DRAWING IS REDUCED IN SIZE.
FOR FULL DIMENSIONS AND NOTES TAKE PRECEDENCE.

DRAWN BY: RN
DESIGN BY: AJS
CHECKED BY: SNT
DATE: 02/19/14

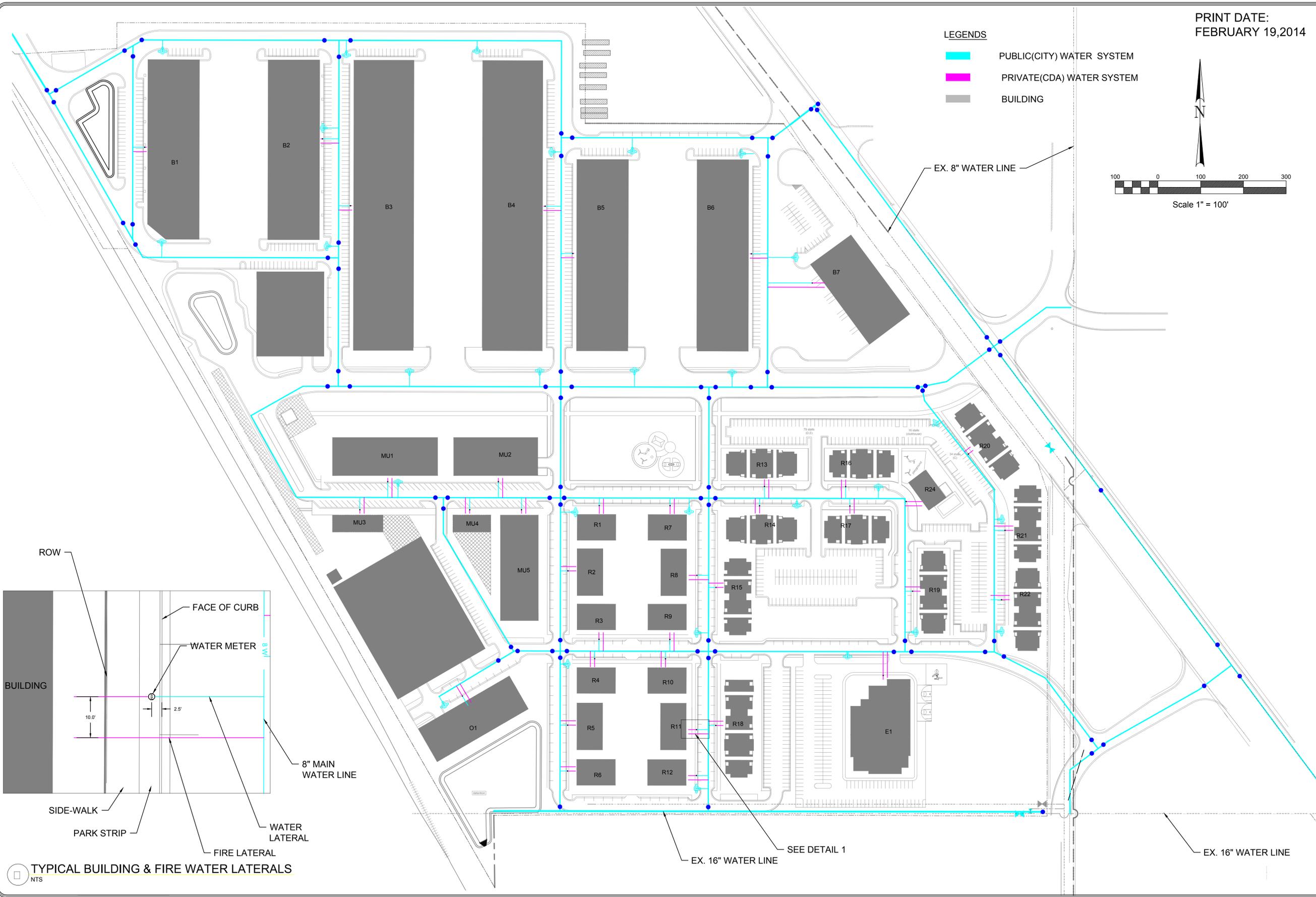
REVISIONS

EXHIBIT
D

EXHIBIT "D2"

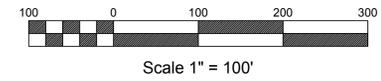
CULINARY WATER PLAN

FILENAME: T:\Clearfield TOD Investments\CTODX (Public & Private Utilities)\Design\Water Exhibit.dwg TAB: PUBLIC AND PRIVATE PLOT DATE AND TIME: 2/20/2014 11:45 AM



- LEGENDS**
- PUBLIC(CITY) WATER SYSTEM
 - PRIVATE(CDA) WATER SYSTEM
 - BUILDING

PRINT DATE:
FEBRUARY 19, 2014



**CLEARFIELD STATION T.O.D.
1000 EAST STATE STREET,
CLEARFIELD, UT
WATER SYSTEM**

1370 South West Temple Salt Lake City, Utah 84115
Ward Engineering Group
Planning Engineering Surveying
PH: 801-487-8040 FX: 801-487-8668



CLIENT: CLEARFIELD TOD INVEST
Water Exhibit
DWS: 2420-CT001-13
JOB No: 2420-CT001-13
PROJECT: CLEARFIELD TOD INVESTMENTS WATER SYSTEM
DATE: 02/19/14

DRAWN BY: RN
DESIGNED BY: AUS
CHECKED BY: SNT
DATE: 02/19/14

NO.	DATE	DESCRIPTION

REVISIONS

EXHIBIT

D-1

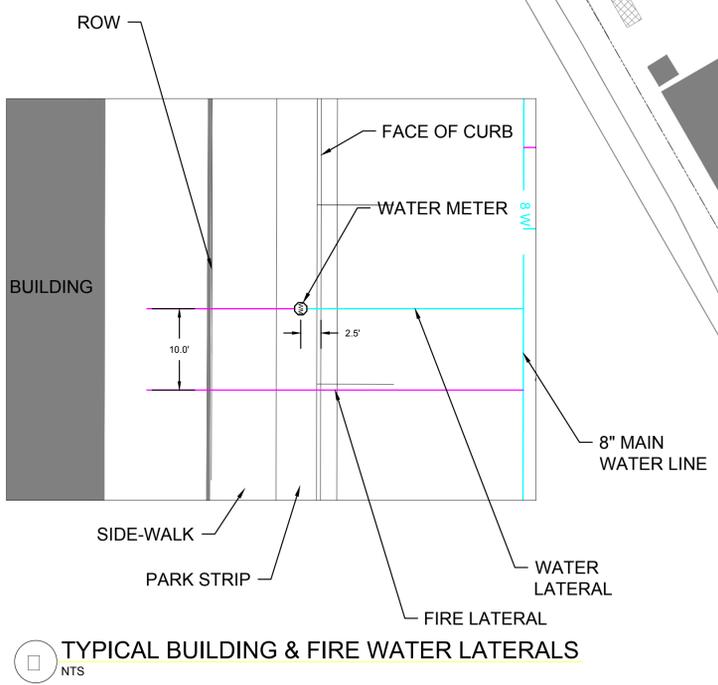
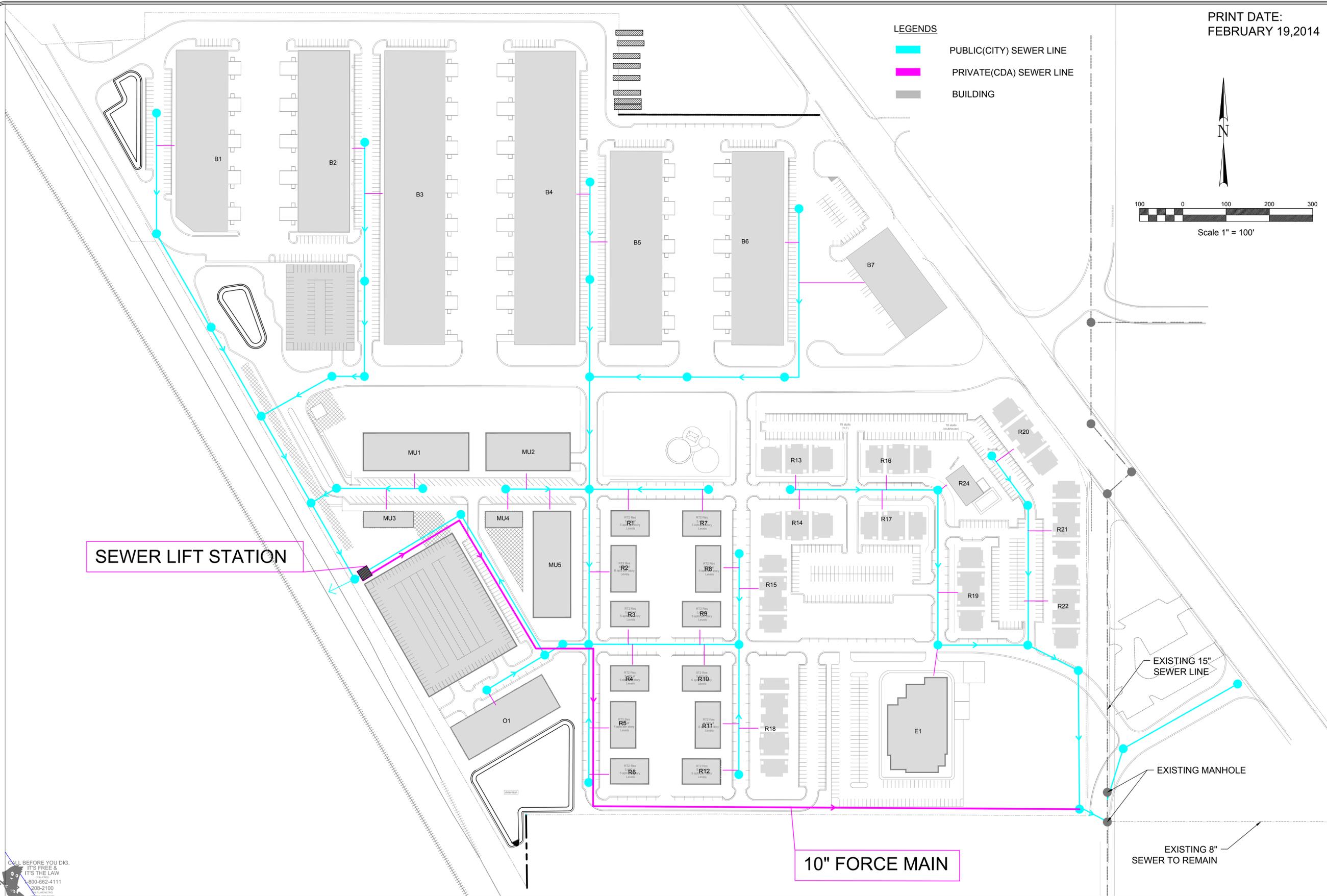


EXHIBIT "D3"

SANITARY SEWER PLAN

FILENAME: T:\Clearfield TOD Investments\CTDXX (Public & Private Utilities)\Design\Sewer Exhibit.dwg TAB: public and private PLOT DATE AND TIME: 2/20/2014 11:47 AM

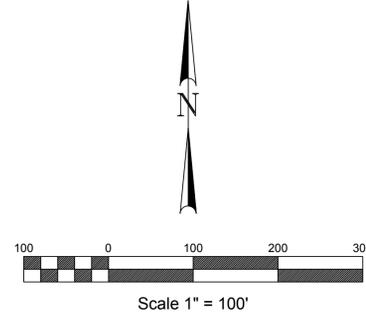
CALL BEFORE YOU DIG.
IT'S FREE &
IT'S THE LAW
800-662-4111
208-2100



LEGENDS

- PUBLIC(CITY) SEWER LINE
- PRIVATE(CDA) SEWER LINE
- BUILDING

PRINT DATE:
FEBRUARY 19,2014



CLEARFIELD STATION T.O.D.
1000 EAST STATE STREET,
CLEARFIELD, UT
SEWER SYSTEM

1370 South West Temple Salt Lake City, Utah 84115
Ward Engineering Group
Planning Engineering Surveying
PH: 801-487-8040 FX: 801-487-8668

CLIENT: CLEARFIELD TOD INVEST
Sewer Exhibit
DWS:
JOB No: 2420-CT001-13
PROJECT: CLEARFIELD TOD INVESTMENTS PHASE 1 PRELIMINARY

DRAWN BY: RN
DESIGNED BY: AUS
CHECKED BY: SNT
DATE: 02/19/14

NO.	REVISIONS

EXHIBIT
D-1

EXHIBIT "D4"

STORM DRAINAGE PLAN

FILENAME: T:\Clearfield TOD Investments\CTDDX (Public & Private Utilities)\Design\Storm-Drain Exhibit.dwg
TAB: PUBLIC AND PRIVATE
PLOT DATE AND TIME: 2/20/2014 12:19 PM

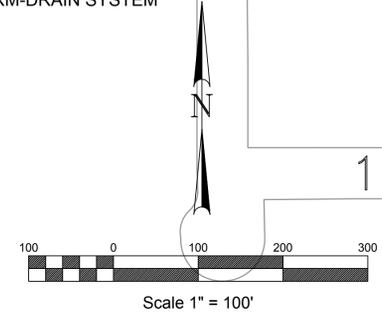
CALL BEFORE YOU DIG.
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1-800-662-4111
208-2100



LEGENDS

- PUBLIC(CITY) STORM-DRAIN SYSTEM
- PRIVATE(CDA) STORM-DRAIN SYSTEM
- BUILDING

PRINT DATE:
FEBRUARY 19, 2014



CLEARFIELD STATION T.O.D.
1000 EAST STATE STREET,
CLEARFIELD, UT
STORM-DRAIN SYSTEM

1370 South West Temple Salt Lake City, Utah 84115
Ward Engineering Group
Planning Engineering Surveying
PH: 801-487-8040 FX: 801-487-8668

CLIENT: CLEARFIELD TOD INVEST
DWS: Storm-Drain Exhibit
JOB No: 2420-CT001-13
PROJECT: CLEARFIELD TOD INVESTMENTS STORM DRAIN SYSTEM

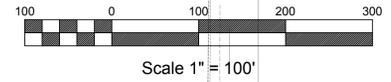
DRAWN BY: RN
DESIGNED BY: AUS
CHECKED BY: SNT
DATE: 02/19/14

NO.	REVISIONS

EXHIBIT
D-4

EXHIBIT “E”

IMPACT FEE CREDITS



CLEARFIELD STATION T.O.D.
1000 EAST STATE STREET,
CLEARFIELD, UT
WATER METER SIZE MAP

1370 South West Temple Salt Lake City, Utah 84115
Ward Engineering Group
Planning Engineering Surveying
PH: 801-487-8040 FX: 801-487-8668

CLIENT: **FEELFIELD TOD INVEST**
DWG: **Analysis-new**
JOB NO: 2420-CT1001-13
DATE: 02/19/14

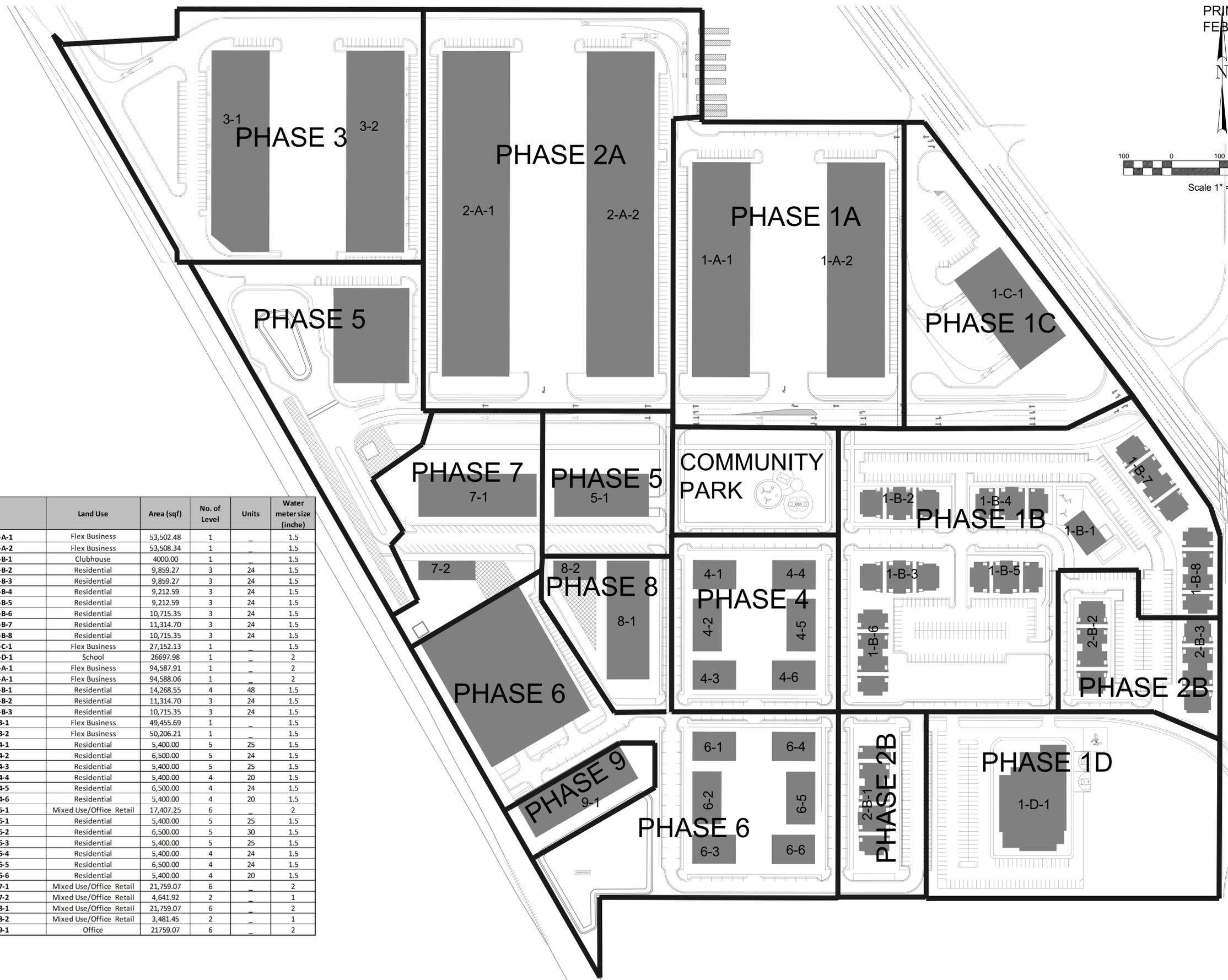
DRAWN BY: **RN**
DESIGN BY: **AJS**
CHECKED BY: **SNT**
DATE: 02/19/14

NO.	DATE	DESCRIPTION

REVISIONS

EXHIBIT

Building No.	Land Use	Area (sqft)	No. of Level	Units	Water meter size (inche)
1-A-1	Flex Business	53,502.48	1	-	1.5
1-A-2	Flex Business	53,508.34	1	-	1.5
1-B-1	Clubhouse	4000.00	1	-	1.5
1-B-2	Residential	9,859.27	3	24	1.5
1-B-3	Residential	9,859.27	3	24	1.5
1-B-4	Residential	9,212.59	3	24	1.5
1-B-5	Residential	9,212.59	3	24	1.5
1-B-6	Residential	10,715.35	3	24	1.5
1-B-7	Residential	11,314.70	3	24	1.5
1-B-8	Residential	10,715.35	3	24	1.5
1-C-1	Flex Business	27,152.13	1	-	1.5
1-D-1	School	26697.98	1	-	2
2-A-1	Flex Business	94,587.91	1	-	2
2-A-1	Flex Business	94,588.06	1	-	2
2-B-1	Residential	14,268.55	4	48	1.5
2-B-2	Residential	11,314.70	3	24	1.5
2-B-3	Residential	10,715.35	3	24	1.5
3-1	Flex Business	49,455.69	1	-	1.5
3-2	Flex Business	50,206.21	1	-	1.5
4-1	Residential	5,400.00	5	25	1.5
4-2	Residential	6,500.00	5	24	1.5
4-3	Residential	5,400.00	5	25	1.5
4-4	Residential	5,400.00	4	20	1.5
4-5	Residential	6,500.00	4	24	1.5
4-6	Residential	5,400.00	4	20	1.5
5-1	Mixed Use/Office Retail	17,407.25	6	-	2
6-1	Residential	5,400.00	5	25	1.5
6-2	Residential	6,500.00	5	30	1.5
6-3	Residential	5,400.00	5	25	1.5
6-4	Residential	5,400.00	4	24	1.5
6-5	Residential	6,500.00	4	24	1.5
6-6	Residential	5,400.00	4	20	1.5
7-1	Mixed Use/Office Retail	21,759.07	6	-	2
7-2	Mixed Use/Office Retail	4,641.92	2	-	1
8-1	Mixed Use/Office Retail	21,759.07	6	-	2
8-2	Mixed Use/Office Retail	3,481.45	2	-	1
9-1	Office	21759.07	6	-	2



Clearfield City Water Impact Fee

Phase No.	Residential						Non-residential						Development Impact Fee (\$)				
	1"	Impact Fee (\$/per meter)	1.5"	Impact Fee (\$/per meter)	2"	Impact Fee (\$/per meter)	1"	Impact Fee (\$/per meter)	1.5"	Impact Fee (\$/per meter)	2"	Impact Fee (\$/per meter)	Residential	Non-Residential	Total	Estimated Impact Fee Credit (\$) *	Estimated Adjusted Impact Fee Credit (\$)
1A	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	2	\$19,112	0	\$30,579	\$0.00	\$38,224.00	\$38,224.00	\$0.00	\$38,224.00
1B	0	\$9,556	7	\$19,112	0	\$30,579	0	\$9,556	1	\$19,112	0	\$30,579	\$133,784.00	\$19,112.00	\$152,896.00	\$28,383.00	\$124,513.00
1C	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	1	\$19,112	0	\$30,579	\$0.00	\$19,112.00	\$19,112.00	\$28,383.00	-\$9,271.00
1D	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	1	\$30,579	\$0.00	\$30,579.00	\$30,579.00	\$0.00	\$30,579.00
2A	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	2	\$30,579	\$0.00	\$61,158.00	\$61,158.00	\$0.00	\$61,158.00
2B	0	\$9,556	3	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	0	\$30,579	\$57,336.00	\$0.00	\$57,336.00	\$0.00	\$57,336.00
3	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	2	\$19,112	0	\$30,579	\$0.00	\$38,224.00	\$38,224.00	\$0.00	\$38,224.00
4	0	\$9,556	6	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	0	\$30,579	\$114,672.00	\$0.00	\$114,672.00	\$0.00	\$114,672.00
5	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	1	\$30,579	\$0.00	\$30,579.00	\$30,579.00	\$0.00	\$30,579.00
6	0	\$9,556	6	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	0	\$30,579	\$114,672.00	\$0.00	\$114,672.00	\$0.00	\$114,672.00
7	0	\$9,556	0	\$19,112	0	\$30,579	1	\$9,556	0	\$19,112	1	\$30,579	\$0.00	\$40,135.00	\$40,135.00	\$0.00	\$40,135.00
8	0	\$9,556	0	\$19,112	0	\$30,579	1	\$9,556	0	\$19,112	1	\$30,579	\$0.00	\$40,135.00	\$40,135.00	\$0.00	\$40,135.00
9	0	\$9,556	0	\$19,112	0	\$30,579	0	\$9,556	0	\$19,112	1	\$30,579	\$0.00	\$30,579.00	\$30,579.00	\$0.00	\$30,579.00
Total	0		22		0		2		6		7		\$420,464.00	\$347,837.00	\$768,301.00	\$56,766.00	\$711,535.00

Note: Actual water meter sizes and quantities will be based on final construction plans
Note: Water meters have not been included for public parks and greenways

*** Impact Fee Credit**

10- inch waterline on State St. (1150 S. 1000 E.) also identified as part of project # 13 of the City's Water Capital Facilities Plan is eligible for Impact Fee Credit. Approximately 1/3 of the City's Project will be constructed as part of the TOD development, worth \$156,766 (Page 12 of the CIP). City will fund up to \$100,000 and developer will fund the balance estimated to be \$56,766. This is an estimate only based on the City's CIP Plan. Actual credit will be based on the construction cost.



CLIENT: CLEARFIELD TOD INVEST.
DWG: Fee Analysis-new
JOB No: 242-CT1001-13
JOB TITLE: WATER IMPACT FEE ANALYSIS AND WATER FEE PRELIMINARY

DRAWN BY: RN
DESIGN BY: AUS
CHECKED BY: SNT
DATE: 02/19/14

NO.	DATE	BY	REVISIONS
1	12/02/2013	RN	ISSUED FOR PERMIT REVIEW

EXHIBIT

CLEARFILED CITY STORM DRAIN IMPACT FEE

PRINT DATE:
FEBRUARY 19, 2014

Total Storm Drain Impact Fee							
Existing Impervious Surface (S.F.)	Proposed Impervious Surface (S.F.)	Assessable Impervious Surface (S.F.)	Assessable ESU	Impact Fee Ratio (\$/ESU)	Calculated Impact Fee (\$)	30% Reduction (Detention Pond)	adjusted Impact Fee (\$)
1,232,300	2,155,482	923,181	342	\$1,432.00	\$489,628.05	\$146,888.42	\$342,739.64

1 ESU = 2700 S.F. of Imperpious Surface
To be Accessed (ESU) = 342 ESU

Clearfield City Storm Drain Impact Fee = \$1432/ESU x 342 ESU = \$489,628
Applying 30% reduction on Impact Fee for having on-site grassed detention pond
\$342,739.64

Assesment based on ratio of land developed			
Phase No.	Area (sqf)	Area Ratio	Impact Fee (\$)
1A	307,198	0	34,689
1B	376,877	0	42,557
1C	178,767	0	20,186
1D	231,880	0	26,184
2A	425,414	0	48,038
2B	163,003	0	18,406
3	334,441	0	37,765
4	132,685	0	14,983
5	267,343	0	30,188
6	311,817	0	35,210
7	121,862	0	13,761
8	67,194	0	7,588
9	36,707	0	4,145
Community Park	80,065	0	9,041
Total	3,035,253	1.00	\$342,739.64

CLEARFIELD STATION T.O.D.
1000 EAST STATE STREET,
CLEARFIELD, UT
STORM-DRAIN IMPACT FEE

1370 South West Temple Salt Lake City, Utah 84115
Ward Engineering Group
Planning Engineering Surveying
PH: 801-487-8040 FX: 801-487-8668



CLIENT: CLEARFIELD TOD INVEST
DWG: Fee Analysis-new
JOB No: 242-CT001-L3
FOR SCALE DIMENSIONS DRAWING IS REDUCED IN SIZE
FOR PRINT. DIMENSIONS AND NOTES TAKE PRECEDENCE.

DRAWN BY: RN
DESIGN BY: AJS
CHECKED BY: SNT
DATE: 02/19/14

REVISIONS

EXHIBIT



Clearfield City Park Impact Fee*			
Phase No.	Multiple Family (unit)	Impact Fee (\$/unit)	Development Impact Fee (\$)
			Residential
1A	0	\$1,441	\$0.00
1B	168	\$1,441	\$242,088.00
1C	0	\$1,441	\$0.00
1D	0	\$1,441	\$0.00
2A	0	\$1,441	\$0.00
2B	96	\$1,441	\$138,336.00
3	0	\$1,441	\$0.00
4	138	\$1,441	\$198,858.00
5	0	\$1,441	\$0.00
6	148	\$1,441	\$213,268.00
7	0	\$1,441	\$0.00
8	0	\$1,441	\$0.00
9	0	\$1,441	\$0.00
Total	550		\$792,550.00

*No Impact fee required for non-residential buildings

* Upon construction of the trail facilities, the City will reimburse, from impact fees collected, the value of trail improvements beyond the level of a basic 5-foot sidewalk as per the City's Public Works Standards and Specifications which may include the following items:

- Widening beyond 5 feet
- Earthwork
- Trees and Landscaping
- Lighting
- Paved bike lane(s)

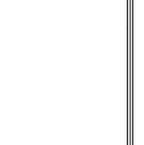


1370 South West Temple Salt Lake City, Utah 84115
Ward Engineering Group
 Planning Engineering Surveying
 PH: 801-487-8040 FX: 801-487-8668

CLIENT: CLEARFIELD TOD INVEST
 DWG: Fee Analysis
 JOB No: 2426-CT1001-13
FOR SCALE DIMENSIONS DRAWING IS REDUCED IF LESS THAN 1/4" PER SIDE. DIMENSIONS AND NOTES TAKE PRECEDENCE.

DRAWN BY: RN
 DESIGN BY: AJS
 CHECKED BY: SNT
 DATE: 02/19/14

REVISIONS



EXHIBIT

Clearfiled City Fire Impact Fee	
N/A	



EXHIBIT



REVISIONS

DRAWN BY: RN
 DESIGN BY: AJS
 CHECKED BY: SNT
 DATE: 02/19/14

CLIENT: CLEARFIELD TOD INVEST
 DWG: Fee Analysis
 JOB No: 2426-CT001-13
DO NOT SCALE THIS DRAWING. DRAWING IS REDUCED IF LESS THAN 1/4" = 1' IS USED FOR DIMENSIONS AND NOTES TAKE PRECEDENCE.



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Ward Engineering Group
 Planning Engineering Surveying
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**CLEARFIELD STATION T.O.D.
 1000 EAST STATE STREET,
 CLEARFIELD, UT
 FIRE IMPACT FEE**

PRINT DATE:
FEBRUARY 19, 2014

CLEARFIELD STATION T.O.D.
1000 EAST STATE STREET,
CLEARFIELD, UT
DEVELOPMENT IMPACT FEE

Clearfiled City Total Development Impact Fee					
Phase No.	Development Impact Fee (\$)				
	Water	Sewer	Storm-Drain	Park	Total
1A	\$38,224.00	\$20,716.00	\$34,688.68	\$0.00	\$93,628.68
1B	\$124,513.00	\$82,864.00	\$42,556.81	\$242,088.00	\$492,021.81
1C	-\$9,271.00	\$10,358.00	\$20,186.30	\$0.00	\$21,273.30
1D	\$30,579.00	\$16,573.00	\$26,183.80	\$0.00	\$73,335.80
2A	\$61,158.00	\$33,146.00	\$48,037.59	\$0.00	\$142,341.59
2B	\$57,336.00	\$31,074.00	\$18,406.24	\$138,336.00	\$245,152.24
3	\$38,224.00	\$20,716.00	\$37,764.95	\$0.00	\$96,704.95
4	\$114,672.00	\$62,148.00	\$14,982.74	\$198,858.00	\$390,660.74
5	\$30,579.00	\$16,573.00	\$30,188.27	\$0.00	\$77,340.27
6	\$114,672.00	\$62,148.00	\$35,210.26	\$213,268.00	\$425,298.26
7	\$40,135.00	\$21,752.00	\$13,760.61	\$0.00	\$75,647.61
8	\$40,135.00	\$21,752.00	\$7,587.52	\$0.00	\$69,474.52
9	\$30,579.00	\$16,573.00	\$4,144.94	\$0.00	\$51,296.94
Community Park	\$0.00	\$0.00	\$9,040.91	\$0.00	\$9,040.91
Total	\$711,535.00	\$416,393.00	\$342,739.64	\$792,550.00	\$2,263,217.64

FILENAME: T:\Clearfield TOD Investments\CT00X (Impact Fee Analysis)\Fee Analysis-new.dwg

TAB: Fee Analysis (Total)

PLOT DATE AND TIME: 2/20/2014 3:09 PM



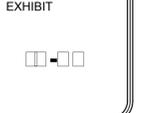
1370 South West Temple Salt Lake City, Utah 84115
Ward Engineering Group
 Planning Engineering Surveying
 PH: 801-487-8040 FX: 801-487-8668

CLIENT: CLEARFIELD TOD INVEST
 DWG: Fee Analysis-new
 JOB No: 242-CT001-L3
DO NOT SCALE DIMENSIONS. DIMENSIONS ARE NOTED IN FEET AND INCHES UNLESS OTHERWISE NOTED.

DRAWN BY: RN
 DESIGN BY: AJS
 CHECKED BY: SNT
 DATE: 02/19/14

REVISIONS

EXHIBIT





City Council STAFF REPORT

AGENDA ITEM
#5

TO: Mayor Shepherd, Clearfield City Council, and Executive Staff

FROM: Scott A. Hess
Development Services Manager
scott.hess@clearfieldcity.org (801) 525-2785

MEETING DATE: March 11, 2014

SUBJECT: Discussion and Possible Action on **RZN 1304-0007**, a request by Michael Christensen, on behalf of the Thackeray Garn Company, for a rezoning from C-2 (Commercial) and M-1 (Manufacturing) to MU (Mixed Use) for approximately 72 acres located at 1250 S. State Street (TIN: 12-066-0071 and 12-067-0139).

RECOMMENDATIONS

- 1.) Move to **approve** Ordinance No. 2014-05, contingent upon the approval and execution by all parties of the corresponding Master Development Agreement, authorizing the rezone of property located at approximately 1250 South State Street from (M-1) Manufacturing and (C-2) Commercial to (MU) Mixed Use and adopting the associated Master Development Plan (including the minor revisions to the MDP text, site plan, and phasing plan that have been identified subsequent to the Planning Commission's action) to facilitate development of the Clearfield Station project, and authorize the Mayor's signature to any necessary documents.

PROJECT SUMMARY

Project Information	
Project Name	Clearfield Station
Site Location	1250 S. State (SWC of State Street and 1000 East)
Tax ID Number	12-066-0071
Applicant	Michael Christensen Thackeray Garn Company
Owner	Utah Transit Authority (UTA) Jennifer Rigby, Representative
Proposed Actions	Zoning Map Amendment (Re-zoning)
Current Zoning	C-2 (Commercial) and M-1 (Manufacturing)
Proposed Zoning	MU (Mixed-Use)
Land Use Classification	Mixed-Use
Gross Site Area	72 acres

Surrounding Properties and Uses:		Current Zoning District	Comprehensive Plan Land Use Classification
North	Clearfield City Cemetery, agricultural properties with existing residences and Shady Grove Mobile Home Park	R-2 (Multi-family Residential) A-1 (Agricultural) C-2 (Commercial)	Residential
East	State Street, various commercial developments (e.g. Lucky Auto, Jim's Tires, Noah's Auto, Almosta Junction)	C-2 (Commercial)	Commercial
South	Oakstone Apartments and Townhomes	R-3 (Multi-Family Residential)	Residential
West	Union Pacific Railroad, then developed Industrial properties	M-1 (Manufacturing)	Manufacturing

HISTORY

Prior to 2013

The site has been used for the Clearfield Frontrunner Station since the late 2000's.

ANALYSIS

Background

Title 11 Chapter 11F requires that rezonings to the Mixed-Use (MU) zoning district submit a Master Development Plan for the properties that will be rezoned to this district. The applicant submitted this plan in conjunction with the request to have approximately 72 acres rezoned from M-1 (Manufacturing) and C-2 (Commercial) zoning to MU (Mixed-Use). The latest version of the MDP has been made available for your review, and is currently posted on the City's website. This document has now been reviewed by staff a number of times, and has worked its way through a joint work session with City Council and Planning Commission. Planning Commission took action on this item with a public hearing held November 6, 2013. The Commission forwarded a recommendation for approval with conditions noted below. City Council closed its Public Hearing in the November 26, 2013 meeting noting that the item had been continued since April, and the public has had multiple opportunities at Council meetings to weigh in on the project.

Master Development Plan

The applicant has submitted the Clearfield Station MDP October 2013-2, which, should the rezoning be approved, will be adopted by ordinance and be subpart of the Land Use Ordinance (Title 11).

Following the November 6, 2013 Planning Commission meeting, the Developer provided a response to the requested changes to the MDP from the Planning Commission motion. The Planning Commissions motion was as follows:

“Commissioner Butcher moved to recommend approval of RZN 1304-0007, the Clearfield Station rezoning with its associated master development plan and with the following actions:

- 1) Section 4.1.f and 4.1.g page 52 and 54 change the language as noted in the discussion for consistency throughout the document.
- 2) The call out of prohibited and conditional uses would be stricken.
- 3) The temporary signage on page 94 would be handled administratively.
- 4) Language on page 86 would be added to clarify that public space would be designated building by building and not project wide.

Seconded by Commissioner Jones”

The items noted in the Planning Commission motion help to clarify and solidify the Parties’ understanding of what will be provided through the MDP. Item 1 addresses concerns that language within the Residential Areas of the plan was not consistent with one another. The Developer has made these corrections. Item 2 removes the call outs for “conditional and prohibited uses”. Staff felt this was an important change because Clearfield City Code does not make any reference to “prohibited uses”. Staff also felt that in the case of a use coming into Clearfield Station that would require additional conditions, that the use should be considered through the process of amending the MDP in order to fully address its benefits, and detriments. As it stands there will only be permitted uses within each area of the Mixed-Use zone as listed in the MDP. Item 3 makes slight corrections to the signage section of the MDP in order to provide for administrative approvals of temporary signage such as for sale signs for new buildings and potential temporary signs such as small restaurant reader boards. Item 4 addresses call-outs to public and private spaces in order to allow the developer flexibility on assigning private and public spaces per building.

There are a variety of other small changes noted throughout the document. Planning Commission Chair, Nike Peterson’s comments were provided to the Developer, and they were able to address many of the small corrections she noted.

Another noted change is the City’s request of the developer to remove the term “Nature Park” to the south west detention basin. That detention basin will be developed to the City standard with improvements such as turf grass, watering system, and required plantings. This will allow that facility to be a maintained landscaped space that will provide a nice entry way into the project as viewed from the Frontrunner train.

Also, as a result of ongoing design and engineering, the applicant has provided a slightly revised site plan. The main difference is that the two flex buildings in Phase 3 (in the northwest corner) are now oriented north/south. Otherwise, the footprints of residential buildings in Phases 1 and 2 are further refined, as well as the parking for the flex building in Phase 1C. The revised site plan is attached to this staff report, and will be incorporated throughout the MDP.

Lastly, in order to accommodate changes to the open space in the center of the development, the developer has provided a revised phasing plan. This plan pushes the UTA Kiss and Ride area to phase 5, and removes the central Community Plaza from Phase 4. The new phasing plan also moves a residential building from Phase 2B to Phase 1B, but it does not affect the number of residential units in those phases. These changes are acceptable to staff.

Staff believes that the document is substantively complete, and that the Developer has made a significant effort to address City concerns and comments both from a staff perspective as well as from the Planning Commission and City Council side. That said, thinking of the MDP as a “concept plan” (not equivalent to Site Plan approval), staff believes the document is sufficiently complete enough for the City Council to approve the rezone.

Development Agreement

The rezoning and MDP are contingent upon the approval and execution of a Master Development Agreement between the City, the developer, and the property owner, which addresses key issues of importance to the City (e.g. roads, utilities, traffic circulation in and around the project, and proportional build-out). This will be addressed as a separate item at the March 11, 2014 City Council meeting.

Public Comment

No additional public comment has been received outside of the previous public hearings.

FINDINGS

Zoning Map Amendment

Clearfield Land Use Ordinance Section 11-6-3 establishes the following findings the Planning Commission shall make to approve Zoning Map 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	<i>GPA 1308-0004 has been approved. This application is consistent with the General Plan and Map.</i>
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	<i>Applying the new MU Zone to this property will enable development that is better planned and more beneficial to the community than the existing M-1 and C-2 zoning would.</i>

Mixed Use

Clearfield Land Use Ordinance Section 11-11F-7 establishes the following findings the Planning Commission shall make to approve Zoning Map Amendments to the MU (Mixed-Use Zone). The findings and staff’s evaluation are outlined below:

Review Consideration		Staff Analysis
1)	<p>The MDP is consistent with the statement of objectives of a mixed-use (MU) zone which are the following:</p> <ol style="list-style-type: none"> 1) To assist in the fulfillment of the goals, objectives and policies of the Clearfield City Master Plan and any amendments thereto. 2) To accommodate variations in building design, lot arrangements and land uses that is of high quality. 3) To provide for a coordinated and compatibly arranged variety of land uses through innovative site planning. 4) To provide a maximum choice in the types of environments for commercial, employment, and residential uses and facilities. 5) To encourage an efficient and safe traffic circulation, including the separation of pedestrian from vehicular traffic. 6) To encourage economy in the construction and maintenance of streets and utilities. 7) To encourage the provision of usable open space. 8) To maintain a reasonable quality of living standard and minimize adverse environmental impact on surrounding areas during development. 	<p><i>Significant time has been spent by the applicant and City staff to ensure that the MDP meets the objectives of the MU Zone.</i></p>
2)	<p>To the extent that the MDP departs from zoning and subdivision regulations otherwise applicable to the property (including but not limited to density, bulk and use) it is nevertheless still consistent with adopted master plan land use maps and policies. Architectural controls and other quality measurements of design are clearly articulated in the MDP.</p>	<p><i>The General Plan shows this property as mixed-use development.</i></p> <p><i>Section 4 (Land Use Regulations) of the MDP describes in detail the various areas within the project and the regulations pertaining to each area. Density, use, massing, etc. are all adequately addressed.</i></p> <p><i>Section 5 (Design Standards and Guidelines) is extensive in the controls on architecture and design to ensure a high-quality project.</i></p>

3)	<p>The ratio of residential to nonresidential uses in the planned development is consistent with the master plan; specifically, that the MDP provides a substantial nonresidential component in comparison with the residential uses proposed.</p>	<p><i>Of the total 72 acres within the project, approximately 21.35 (30%) are proposed for residential development, with a maximum of 550 units.</i></p>
4)	<p>The proposed development can be adequately served by public facilities and complies with the minimum design criteria for these public facilities, including but not limited to water, storm drain, sewer, and roads. Any upgrades or necessary improvements to public facilities have been clearly identified and the responsibility of construction and costs will not be incurred by the City.</p>	<p><i>The infrastructure necessary for this project has been explored to an appropriate level of detail, both by the applicant and by the City. The MDP does not go into the specifics of the utilities, but the required improvements and responsibilities are detailed in the development agreement. Some off-site improvements have required negotiation, but Staff is confident that the City will not be bearing any costs beyond its fair share.</i></p>
5)	<p>Any development-related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods, are mitigated by improvements or modifications either on-site or within the public right-of-way.</p>	<p><i>The development of the site will include landscape buffers along State Street, 1000 East, and the neighboring properties on the north and south.</i></p> <p><i>A traffic study has been performed and incorporated into the design of the street network, including the reconfiguration of the State Street / 1000 East intersection.</i></p>
6)	<p>The common open space provided in the MDP exceeds the minimum area and improvement standards.</p>	<p><i>Page 35 of the MDP demonstrates that, with more than 22 acres, the development will provide common open space in excess of minimum area standards. The City's minimum requirement is 20% for multi-family development, and 10% for commercial development. Averaging the two at 15%, the minimum open space required would be 10.8 acres. The main corridor "linear" park is a place holder for a future transit circulator. When the circulator becomes reality, the development will still be providing minimum open space required by ordinance.</i></p>
7)	<p>Where an MDP proposes development over a period of years, the sufficiency of the terms and conditions intended to protect the interests of the public, residents and owners of the project area and the integrity of the plan and, where the plan provides for phases, the period in which the application for each phase must be filed.</p>	<p><i>The MDP proposes phases that will result in proportional buildout of the project, i.e. that balance between residential and commercial development will be maintained. The development agreement controls residential development and ties it to commercial development.</i></p>

8)	That each individual unit or phase of the development, as well as the total development, can exist independently and be capable of creating a good environment in the locality and be as desirable and stable in any phase as in the total development.	<i>Since Clearfield Station is a horizontal mixed use project, each phase (or sub-phase) is, in and of itself, not necessarily mixed use. This was intentional and has incorporated the input of the Clearfield Planning Commission and City Council. Phasing and the improvements associated with each phase are emphasized in the development agreement.</i>
9)	The project will not result in material prejudice of surrounding properties, and will not endanger the health, safety, and welfare of the community.	<i>It is anticipated that Clearfield Station will enhance the value of surrounding properties and the quality of life for residents in the area.</i>
10)	The MDP has a beneficial relationship to the neighborhood and area in which it is proposed to be established. This also includes providing a thorough analysis and adequate documentation of the impact the zoning may have on the City's public schools.	<i>Clearfield Station will bring market-rate housing and high-quality commercial development to the area. The expectation is that it will be a catalyst for investment in and redevelopment of neighboring areas. The impact to the school system is expected to be mitigated by the construction of a school as a part of the project.</i>

ATTACHMENTS

1. Ordinance No. 2014-05
 - a. Clearfield Station Master Development Agreement
 - i. Draft Clearfield Station MDP October 2013-2 (Urban Design Plan, Standards, and Guidelines) - http://www.clearfieldcity.org/Downloads/Clearfield_Station_MDP_10-28-13b.pdf
 - ii. Addendum to Draft Clearfield Station MDP, dated March 7, 2014

CLEARFIELD CITY ORDINANCE 2014-05

AN ORDINANCE CONDITIONALLY REZONING PROPERTY LOCATED AT APPROXIMATELY 1250 SOUTH STATE (TIN'S: 12-066-0071 AND 12-067-0139) IN CLEARFIELD, DAVIS COUNTY, UTAH, FROM (C-2) COMMERCIAL AND (M-1) MANUFACTURING TO (MU) MIXED USE, ADOPTING THE MASTER DEVELOPMENT PLAN FOR THIS PARTICULAR (MU) ZONE, AND AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY.

PREAMBLE: This Ordinance conditionally rezones property located at approximately 1250 South State Street (TIN's: 12-066-0071 and 12-067-0139) in Clearfield, Davis County, Utah, from (C-2) Commercial and (M-1) Manufacturing to (MU) Mixed Use, adopts the Master Development Plan for this particular (MU) Zone, and upon satisfaction of conditions precedent as set forth below, will amend the City's Zoning Map to reflect those changes. The new zoning designation will be in accordance with the City's General Plan and General Plan Map and maintains consistency between the City's Land Use Ordinance and the General Plan.

WHEREAS, pursuant to an application received by a local developer and subject to conditions precedent as set forth below, City staff is recommending changes in the zoning for properties located within the City in order to assure that those properties are zoned appropriately and best reflect the City's planning efforts as set forth in the City's General Plan; and

WHEREAS, the City has determined that the Clearfield Station project as proposed by the property owner and developer in the Master Development Plan and in accordance with the Master Development Agreement will be a tremendous asset to Clearfield and surrounding communities; and

WHEREAS, after a public hearing on the matter, the Clearfield City Planning Commission recommended to the Clearfield City Council that the proposed rezoning be approved; and

WHEREAS, the Clearfield City Council received and reviewed the proposed zoning changes recommended by the Clearfield City Planning Commission; and

WHEREAS, following proper notice, the City Council held a public hearing on the matter and allowed public comment thereon; and

WHEREAS, after the public hearing, the City Council has carefully considered any comments made during the public hearing as well as the Planning Commission's recommendations regarding the proposed rezoning; and

WHEREAS, following its public deliberation, the City Council has determined that upon satisfaction of certain conditions precedent, as set forth below, the zoning changes herein are in the best interests of Clearfield City and its residents and that said rezoning will most effectively implement the City's planning efforts;

NOW, THEREFORE, be it ordained by the Clearfield City Council that:

Section 1. Zoning Changes: Subject to the approval and execution of the Clearfield Station Master Development Agreement by all parties thereto (a copy of which is attached hereto as Exhibit "A"), and subject to the recording of said Agreement against the rezoned properties by the Davis County Recorder's Office, the zoning for the following properties will be changed as follows:

Properties located at approximately 1250 South State Street (TIN's: 12-066-0071 and 12-067-0139) in Clearfield, Davis County, Utah, from (C-2) Commercial and (M-1) Manufacturing to (MU) Mixed Use.

Section 2. Amendments to Zoning Map: Upon receipt by Clearfield City of the fully executed Master Development Agreement as approved by the City Council, and the recording thereof against the rezoned properties by the Davis County Recorder's Office, the Clearfield City Zoning Map shall be amended to reflect the changes in zoning outlined in Section 1 above and the City's Development Services Manager is hereby directed to have a new Zoning Map prepared showing said rezoning.

Section 3. Master Development Plan: Pursuant to Title 11, Chapter 11F of the Clearfield City Code, the Clearfield Station Master Development Plan (a.k.a. "DRAFT Clearfield Station Urban Design Plan, Standards and Guidelines") dated October 2013-2, as amended by the Addendum dated March 7, 2014 (which is attached hereto as Exhibit "B" to the Master Development Agreement/Exhibit "A" to this ordinance) is hereby adopted by this ordinance for the Clearfield Station Project as described in the Master Development Agreement (Exhibit "A"), and is hereby made part of the applicable land use and zoning ordinance for the Clearfield Station Project.

Section 4. Effective Date: This Ordinance shall become effective immediately upon its passage and posting in three public places within Clearfield City; however, the actual rezoning of the properties which is conditionally approved herein remains subject to satisfaction of the enumerated conditions precedent (full execution and recording of the Master Development Agreement) before said rezoning takes effect.

Dated this 11th day of March, 2014, 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:

EXHIBIT "A"

MASTER DEVELOPMENT AGREEMENT

Addendum to Draft Clearfield Station Master Development Plan

March 7, 2014

The following documents are included in this Addendum:

- 1. *“Clearfield – Design Guidelines, City Comments, November 5, 2013, Incorporated into the December 2013 Final Document for Approval”***

Edits described in this document are hereby incorporated into the Master Development Plan.

- 2. *Minutes from Planning Commission approval on November 6, 2013***

Edits required by the November 6, 2013, action of the Planning Commission are hereby incorporated into the Master Development Plan.

- 3. *Phasing Map, revised December 2013***

Section 6 of the Master Development Plan shall reflect the phasing portrayed in this revised Phasing Map.

- 4. *Site Plan – Revised February 2014***

All figures, illustrations, diagrams, etc. throughout the Master Development Plan shall reflect the revised Site Plan.

Clearfield – Design Guidelines

City Comments

November 5, 2013

Incorporated into the December 2013 Final Document for Approval

Page	City's Comment	Response
Planning Commission Comments		
Sections 4.1f and 4.1g, page 52 and 54	Change the language as noted in the discussion for consistency throughout the document.	Complete, also see page 52 below.
Section 4	The call out of prohibited and conditional uses would be stricken.	Complete Conditional and prohibited uses are stricken from all Land Use Areas of Section 4
94	The temporary signage would be handled administratively.	Complete
86	Language would be added to clarify that public space would be designated building by building and not project wide	Based on clarification from the City, the following sentence has been added to the first paragraph, "This provision shall not apply to the civic and open spaces described in Section 3.1 of this Master Development Plan.
52	Revise General Character paragraph: The Residential Type 1 (RT1) Area is a medium density, residential area. Buildings are multi-family walk up units. The architectural design of the RT1 area shall be an industrial residential character. Roofs shall appear flat and building materials shall be a mix of at least 2 of the following materials: corrugated or corten steel, concrete, stone, brick, masonry and/or exterior insulation finishing system (EIFS), including hardie board and stucco. Other appropriate materials shall be reviewed by and are subject to approval from the Planning Commission prior to use. Surface parking lots shall be	Complete. The same requirements and language has also been added to page 54, Residential Type 2 (RT2)

	provided for the multi-family units. A clubhouse shall provide amenities for residents. A landscape buffer along State Street shall provide necessary screening of surface parking lots. See Section 5.5B Residential for additional design standards and guidelines.	
Nike Peterson's Comments		
25	Drop "currently" on ownership and "public-private"	Complete
26	Nix "Concurrently"	Complete
26	Fragment sentence	Edits have been made to grammar.
All pages	Why all caps on zoning administrator	All references have been changed, capitalizing only "Z" and "A"
41	Figure 4.1 still uses "zones"	"zone" changed to "area"
43, 45, 46	Zone vs. District	"district" and "zone" changed to "area"
46	Density, change to intensity. Remove prohibited uses	"density" changed to "intensity" "Prohibited Uses" for all land use areas in Section 4 have been removed.
84	Strike "more than 6' above roof line"	This change has not been made. It is unreasonable and unnecessary to screen every piece of equipment that may be present on the roof.
86	"Consultants"? Common Space Programming?	Based on clarification from the City, the following sentence has been added to the first paragraph, "This provision shall not apply to the civic and open spaces described in Section 3.1 of this Master Development Plan.
91	Signs and awnings: is direct illumination okay?	Direct illumination of awnings is not allowed according to the document, only indirect illumination.
94	Sign height on lease, public events: any size Vegas?	The following sentence has been added to Standards: "Temporary signage shall be approved administratively."
Additional City Comments		
35	Change name of "Nature Park".	Reference to nature park is removed. The parks are named "Community Park #1" and "Community Park #2".

Additional Revisions		
10		Sentence added to the end of Transit District, "An office building is also programmed at the south end of the transit district to accommodate businesses needing office space not suitable for the flex business district."
13		Create bicycle friendly streets: Strike "linear park" and add "main access road".
46		"Warehouse" added to Permitted Uses.
56		Change "Retail" from conditional use to permitted use.
160		<p>Community Park: Added "park benches" as an amenity to the first paragraph.</p> <p>Standards: Revised the sentence: "Two community parks greater than ½ acre each are provided as shown in the master plan."</p>

CLEARFIELD PLANNING COMMISSION MEETING

November 6, 2013

7:00 P.M. - Regular Session

PRESIDING: Nike Peterson Chair

PRESENT: Norah Baron Commissioner
Keri Benson Commissioner
Randy Butcher Commissioner
Joel Gaerte Commissioner
Ron Jones Commissioner
Timothy Roper Alternate Commissioner
Michael LeBaron Council Liaison

ABSENT: Becky Brooks Commissioner

STAFF PRESENT: Brian Brower City Attorney
JJ Allen Assistant City Manager
Scott Hess Development Services Manager
Christine Horrocks Building Permits Specialist

VISITORS: Robert Browning, Koral Vasquez, Anthony Vasquez, Matt Bailey, David Harper, Mike Christensen, Kathryn Murray, Kraig Raines, Kati Sandlund, Amber Huntsman, Ivy LeBaron

Pledge of Allegiance was led by Chair Peterson.

APPROVAL OF MINUTES FROM OCTOBER 2, 2013 PLANNING COMMISSION MEETING

Commissioner Butcher moved to approve the October 2, 2013 minutes as written. Seconded by Commissioner Benson. The motion carried on the following vote: Voting AYE: Commissioners Baron, Benson, Butcher, Jones and Roper. Voting NO: None.

APPROVAL OF AGENDA

Commissioner Jones moved to approve the agenda as written. Seconded by Commissioner Baron. The motion carried on the following vote: Voting AYE: Commissioners Baron, Benson, Butcher, Jones and Roper. Voting NO: None.

DISCUSSION ON SP 1310-0002, A REQUEST FOR SITE PLAN APPROVAL FOR BURGER KING LOCATED AT 729 NORTH MAIN STREET

Scott Hess, Development Services Manager, said the changes to the site were the addition of a second drive-thru lane, a few structure changes at the front of the building and the addition of a small building on the rear (west) side of the building for refrigeration units. Mr. Hess said the existing landscaping met minimum requirements, extra parking spaces were added, and surface

drainage was taken care of. He stated staff recommended approval as conditioned. The commissioners did not have any questions for David Harper who was representing Burger King.

APPROVAL OF SP 1310-0002, SITE PLAN APPROVAL FOR BURGER KING LOCATED AT 729 NORTH MAIN STREET

Commissioner Jones moved to approve as conditioned, SP 1310-0002, site plan approval for Burger King, based on discussion and findings in the staff report. Seconded by Commissioner Roper. The motion carried on the following vote: Voting AYE: Commissioners Baron, Benson, Butcher, Jones and Roper. Voting NO: None.

Commissioner Gaerte arrived at 7:07 p.m.

DISCUSSION ON SP 1310-0003, REQUEST FOR SITE PLAN APPROVAL FOR LIFETIME PRODUCTS LOCATED AT BUILDING H-4, FREEPORT CENTER

Scott Hess said the site plan request was for an addition of approximately 5,000 square foot non-enclosed awning to Building H-4, a 125,000 square foot building occupied by Lifetime Products. He said the findings for deviations from City Code were: 1) the proposal was a small addition to an existing structure, 2) the property and surrounding properties were developed heavy industrial uses and 3) the addition was consistent with heavy industrial developments and other materials in the immediate vicinity. Mr. Hess said staff recommended approval as conditioned. Commissioner Butcher asked if the addition affected parking. Mr. Hess said it would cover an existing area used for shipping and receiving and would not affect any parking on site. Chair Peterson reviewed the findings for deviations.

APPROVAL OF SP 1310-0003, SITE PLAN APPROVAL FOR LIFETIME PRODUCTS LOCATED AT BUILDING H-4, FREEPORT CENTER

Commissioner Butcher moved to approve as conditioned, SP 1310-0003, site plan approval for Lifetime Products building addition, based on discussion and findings in the staff report. Seconded by Commissioner Baron. The motion carried on the following vote: Voting AYE: Commissioners Baron, Benson, Butcher, Gaerte, Jones and Roper. Voting NO: None.

DISCUSSION ON SP 1310-0005, REQUEST FOR SITE PLAN APPROVAL FOR A SALON LOCATED AT 279 SOUTH STATE STREET

Scott Hess said the building was vacant for approximately 12 years. He said construction had started. Mr. Hess said the fencing plan included a six foot wooden security fence on a portion of the north property line and then at the back of the parking area with additional landscaping. He said the ten percent landscaping requirement was met. Mr. Hess said the parking lot was designed prior to a drainage plan being provided. He said one condition of approval was prior to occupancy the drainage plan would be submitted to address how the onsite surface water was collected and retained. Mr. Hess said staff would hold the certificate of occupancy until the drainage plan was

approved. He reviewed the conditions of approval. Mr. Hess indicated on the map where the fencing would be placed. Commissioner Butcher asked if the drainage plan was included in conditions of approval "1a". Mr. Hess said it was and the direction of the drainage from the parking surface would determine what was required. Commissioner Butcher asked if exterior lighting was required. Kraig Raines, property owner, said lights would be on the northeast and southeast corners of the building, over the entry way and a sidelight over the back door. There would be lights on three sides of the building; the north side adjacent to residential use did not have exterior lighting. Chair Peterson asked Mr. Raines about the fence. Mr. Raines said the wooden fence would be four feet tall until it reached the adjacent house and then it would be six feet tall. Chair Peterson asked about the drainage plan. Mr. Raines said he spoke with an engineer and they would work with the city engineer to determine the best drainage plan. Mr. Hess said a condition could be added that stated that backing onto State Street was not allowed. The commissioners wanted to add condition number eight not allowing backing onto State Street.

APPROVAL OF SP 1310-0005, SITE PLAN APPROVAL FOR A SALON LOCATED AT 279 SOUTH STATE STREET

Commissioner Jones moved to approve as conditioned, SP 1310-0005, site plan approval for a salon located at 279 South State Street, based on the findings and discussion in the staff report including an additional condition number eight to read, "No backing onto State Street." Seconded by Commissioner Gaerte. The motion carried on the following vote: Voting AYE: Commissioners Baron, Benson, Butcher, Gaerte, Jones and Roper. Voting NO: None.

PUBLIC HEARING AND DISCUSSION ON RZN 1304-0007, A REQUEST FOR REZONE FROM C-2 (COMMERCIAL) AND M-1 (MANUFACTURING) TO MU (MIXED USE) FOR APPROXIMATELY 72 ACRES LOCATED AT 1250 SOUTH STATE STREET

Chair Peterson continued the public hearing from the October 2, 2013 meeting. There were no additional comments from the public.

Commissioner Gaerte moved to closed the public hearing at 7:29 p.m. Seconded by Commissioner Jones. The motion carried on the following vote: Voting AYE: Commissioners Baron, Benson, Butcher, Gaerte, Jones and Roper. Voting NO: None.

Scott Hess stated the majority of the changes requested from the City Council and Planning Commission joint work session on October 16, 2013, were addressed and included in the draft from Thackeray Garn dated October 2013-2. He said if the changes were not made then the reason was explained by the developer. Mr. Hess reviewed the changes and issues from the MDP (Master Development Plan): 1) the residential building fronting State Street would not be able to have ground floor retail because the ingress/egress from State Street and the site configuration didn't make it practical. The residential structure would be scaled similar to the flex buildings to the north and more visually consistent. 2) Relocation of the street connecting 1000 East was not moved to the south side of the school. 3) The central community plaza was still in discussion because it would reduce the street network. In the future if it became a community plaza the street

could be closed for a City event, but until then it functioned better as a thoroughfare. 4) Pedestrian connection to Oakstone and Freeport Center has been shown on the plans. 5) The Depot street alignment was still under consideration. Mr. Hess said the City and the developer would work together to create a resolution on the street connection, understanding that the General Plan for a couple of decades had shown a Depot Street connection. He said at site plan approval the details would be worked out.

Mr. Hess said some changes on pages 52 and 54 were requested for consistency. He said City staff and the developer had worked together and reached an agreement with the phasing and materials. He said there was not a development agreement available for Planning Commission review, but it would be presented for approval with the re-zone and the MDP. Mr. Hess said staff recommended approval as written with a few minor changes understanding that the document would go through one final edit for consistency and then be recommended to the City Council for approval.

Commissioner Jones said staff had addressed most of his concerns. Commissioner Benson questioned some of the wording about the review by the Planning Commission. Brian Brower, City Attorney, said the wording had been changed to, "Other appropriate materials shall be reviewed by and are subject to approval from the Planning Commission prior to use." Mike Christensen said he was fine with the language and recommended two or three types of materials rather than a percentage. He said he would prefer at least two.

There was discussion on the layout of the streets connecting to 1000 East. Commissioners had concerns about the noise levels for the existing residents near the new road, safety of children crossing the street to the school, the amount of traffic on 1000 East and the number of lanes that would be provided. Mr. Christensen explained the reasons for the placement of the streets connecting to 1000 East. He said the street would be more appealing. Mr. Christensen said the main access to the development would be on State Street. He said school crossings would be implemented as in other areas of the City to help with safety. Mr. Christensen said the exact design of the street had not yet been determined.

Chair Peterson had a minor question on page 86 about the sentence which read, "At the developers' option, public space shall be permitted as either private public space, private common public space or any combination of both." She asked who made the decision on private or public space. Mr. Christensen said the main public space was in the center of the project and there were other areas which would be retained by the developer. He said the charter school green space could possibly be used after school hours. Chair Peterson asked if the open space included the acreage of the school grounds. Mr. Hess said the area was included, the agreement stated it was a dual use facility. Brian Brower said, referring to the sentence Chair Peterson talked about, that the intent was not to apply private/public space to the entire site but to individual buildings. He said the concern could be addressed by being more specific in the language.

Chair Peterson asked how the temporary signage on page 94 would be handled. Scott Hess said the code could conform to the current sign code. Chair Peterson asked the commissioners if they had concerns with the temporary sign issue being reviewed by staff and handled administratively.

No concerns were mentioned. Mr. Hess said current City Code listed permitted and conditional uses. He said anything not listed was prohibited. Chair Peterson said she preferred that conditional uses were not allowed, it was either permitted or not. Commissioner Jones asked if the issues with Depot Street connecting the development to the northwest area needed to be discussed. Chair Peterson said the affected neighbors needed to be informed about the street alignment. Mr. Hess said at site plan approval the connection would be reviewed. He said the street would be included in the development agreement and tied to a traffic study in phase 4. The changes requested were reviewed.

ACTION ON RZN 1304-0007, A REQUEST FOR REZONE FROM C-2 (COMMERCIAL) AND M-1 (MANUFACTURING) TO MU (MIXED USE) FOR APPROXIMATELY 72 ACRES LOCATED AT 1250 SOUTH STATE STREET

Commissioner Butcher moved to recommend approval of RZN 1304-0007, the Clearfield Station rezoning with its associated master development plan and with the following actions:

- 1) Sections 4.1.f and 4.1.g on pages 52 and 54 change the language as noted in the discussion for consistency throughout the document.**
- 2) The call out of prohibited uses and conditional uses would be stricken.**
- 3) The temporary signage on page 94 would be handled administratively.**
- 4) The language on page 86 would be added to clarify that public space would be designated building by building and not project wide.**

Seconded by Commissioner Jones. The motion carried on the following vote: Voting AYE: Commissioners Baron, Benson, Butcher, Gaerte, Jones and Roper. Voting NO: None.

STAFF REPORTS

Scott Hess said the next meeting would probably be discussion of General Plan amendments and possibly some training.

PLANNING COMMISSIONERS' MINUTE

Commissioner Roper – Nothing

Commissioner Butcher – Thanked everyone for their review of the documents and patience with his input.

Commissioner Jones – Thanked staff and Mike Christensen for the work on the project.

Councilmember LeBaron – Said 11 years ago he participated as a citizen on a committee to study the development of the UTA site. He said thank you as a citizen for the work completed to get the project to this point.

Commissioner Benson – Nothing

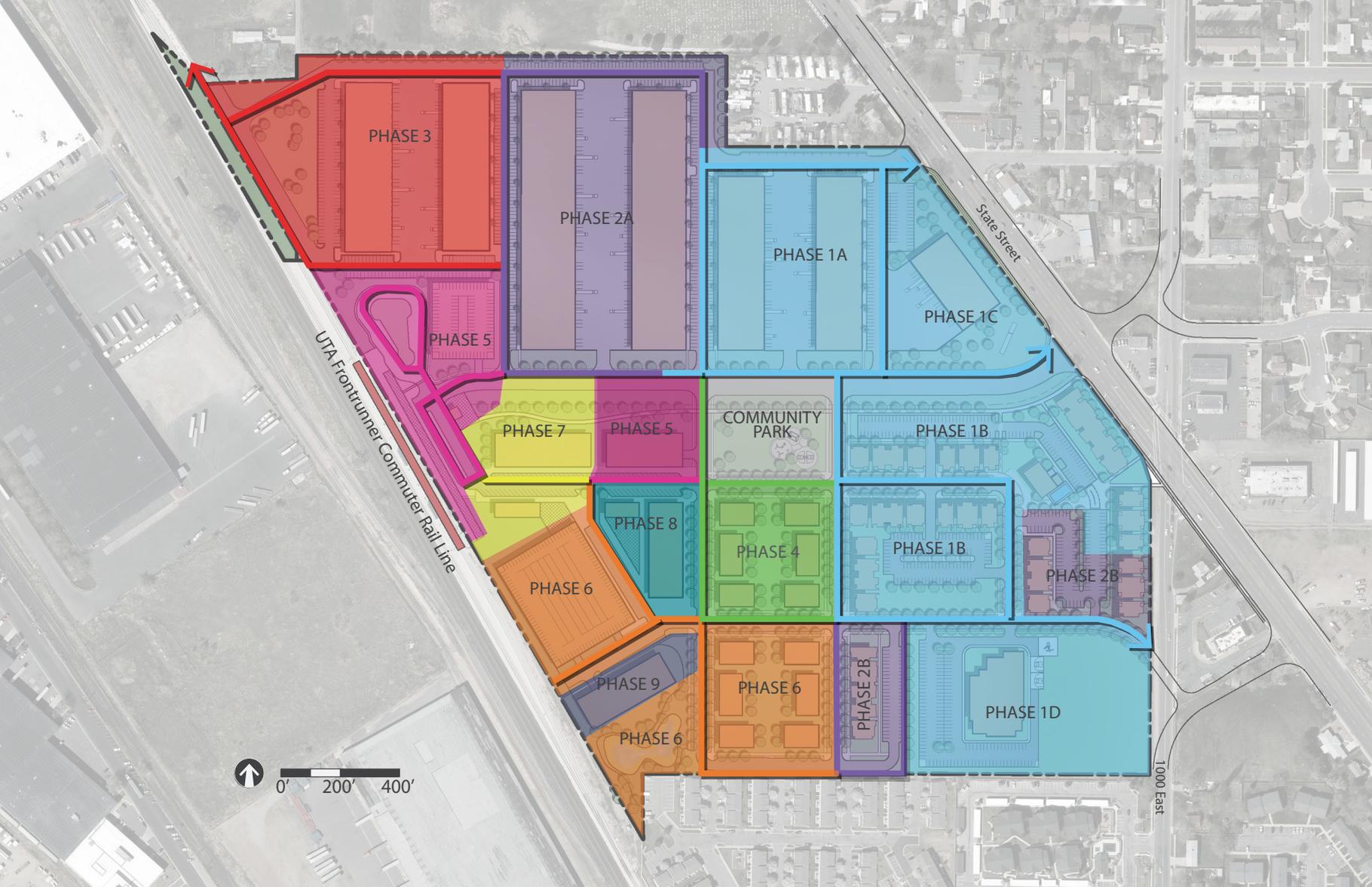
Commissioner Baron – Nothing

Commissioner Gaerte – Apologized for being late.

Commissioner Peterson – Appreciated the commissioners going through the document. She asked staff to work on a minor site plan review for administrative review.

Brian Brower – Appreciated all the commissioners' efforts. He told the commissioners the development agreement was over 40 pages without the exhibits. He said in the interest of all parties, UTA, the developer and the City, it was important that the language in the document accurately reflected the bargain that had been reached so that into the future all parties were protected and received the benefit of the bargain. He stated a land use attorney helped with drafting of the development agreement.

There being no further business to come before the Planning Commission, **Commissioner Jones moved to adjourn at 8:26 p.m.**



PHASE 3

PHASE 2A

PHASE 1A

PHASE 1C

PHASE 5

PHASE 7

PHASE 5

COMMUNITY PARK

PHASE 1B

PHASE 8

PHASE 4

PHASE 1B

PHASE 2B

PHASE 6

PHASE 9

PHASE 6

PHASE 2B

PHASE 1D

PHASE 6

UTA FrontRunner Commuter Rail Line

State Street

1000 East





0' 100' 300'

FRANCHISE/RIGHTS-OF-WAY AGREEMENT

between

CLEARFIELD CITY CORPORATION

and

SYRINGA NETWORKS, LLC

THIS FRANCHISE/RIGHTS-OF-WAY AGREEMENT (hereinafter “Agreement”) is entered into by and between Clearfield City Corporation (hereinafter “CITY”), a Utah municipal corporation and political subdivision of the State of Utah, with principal offices at 55 S. State St., Clearfield, Utah, 84015, and Syringa Networks, LLC, an Idaho limited liability company (hereinafter “PROVIDER”) with its principal offices at 12301 W. Explorer Drive, Boise, Idaho 83713.

WITNESSETH:

WHEREAS, the PROVIDER desires to provide voice and/or data, but not video transmission services within the CITY and in connection therewith has need to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted a Telecommunication Rights-of-Way Ordinance, as set forth in Title 8, Chapter 6 of the Clearfield City Code, as amended, which governs the application and review process for telecommunication franchises in the CITY; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide the PROVIDER a nonexclusive franchise to own, lease, construct, maintain, use and/or operate a telecommunications network in the rights-of-way within the boundaries of the CITY.

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

ARTICLE 1. FRANCHISE/RIGHTS OF WAY AGREEMENT AND ORDINANCE.

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

1.2 Ordinance. The CITY has adopted a Telecommunications Rights-of-Way Ordinance as set forth in Title 8, Chapter 6 of the Clearfield City Code, as amended (the “Ordinance”). The PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Ordinance. The Provider hereby agrees to be legally and contractually bound to comply with the terms of the Ordinance. The definitions in the Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the PROVIDER to comply with any provision of the Ordinance which is determined to be unlawful or beyond the CITY’s authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Ordinance at any time. The CITY shall give the PROVIDER notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the PROVIDER's rights and obligations under the Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon the PROVIDER the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications, but not video, network in, under, above and across the present and future public Rights-of-Way in the City, subject to the requirements set forth in the Ordinance and other applicable laws and City standards. Nothing in this Agreement shall excuse the PROVIDER from complying with City laws, including but not limited to the requirement to obtain excavation permits, inspections, and adhere to other applicable regulations. The franchise does not grant to the PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the PROVIDER's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

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

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

ARTICLE 2. FRANCHISE FEE.

2.1 Franchise Fee. Pursuant to state law, in lieu of any "Franchise Fee", for the Franchise granted herein, the PROVIDER shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act, as set forth in Utah Code Ann. § 10-1-401 to §10-1-410, as amended (the "Tax"). All payments shall be made to the Utah State Tax Commission, and sent as follows:

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

2.2 Equal Treatment. CITY agrees that if any service forming part of the base for calculating the "Franchise Fee" or the Tax under this Agreement is, or becomes, subject to competition from a third party, the CITY will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified

herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the CITY, or waive collection of the fees provided for herein that are subject to such competition.

ARTICLE 3. TERM AND RENEWAL.

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of five (5) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial five (5) year term of this Agreement, the franchise granted herein may be renewed in writing by mutual agreement of the Parties upon the same terms and conditions as contained in this Agreement for an additional five (5) year term.

3.2 Rights of PROVIDER Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the PROVIDER and the CITY, or by revocation or forfeiture, the PROVIDER shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of the PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

ARTICLE 4. PUBLIC USE RIGHTS.

4.1 City Uses of Poles and Overhead Structures. The CITY shall have the right, without cost, to use all poles owned by the PROVIDER within the CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the CITY shall be for activities owned, operated or used by the CITY for any public purposes and shall not include the provision of telecommunications service to third parties. Nothing in this Article 4 shall diminish PROVIDER'S obligation to comply with section 10.2 of this Agreement.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the PROVIDER attached equipment to the poles, or alter the manner in which the PROVIDER operates and maintains its equipment. Such CITY attachments shall be installed and maintained in accordance with the reasonable requirements of the PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by the PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 Maintenance of CITY Facilities. The CITY's use rights shall also be subject to the parties reaching an agreement regarding the CITY's maintenance of the CITY attachments.

ARTICLE 5. POLICE POWERS.

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

ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY.

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

6.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction,, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Tax during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Ordinance, and the City's Excavation Permit Ordinance. For the PROVIDER, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinance, and the CITY's Excavation Permit Ordinance.

ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

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

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

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

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

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

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

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

ARTICLE 8. PARTIES' DESIGNEES.

8.1 CITY designee and Address. The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinance, all notices from the PROVIDER to the CITY

pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 55 S. State St., Clearfield, UT 84015, or such other officer and address as the CITY may designate by written notice to the PROVIDER.

8.2 PROVIDER Designee and Address. The PROVIDER's ? or his or her designee(s) shall serve as the PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinance, all notices from the CITY to the PROVIDER pursuant to or concerning this Agreement, shall be delivered to PROVIDER's headquarter offices at 12301 W. Explorer Drive, Boise, Idaho 83713, and such other office as the PROVIDER may designate by written notice to the CITY.

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

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, the PROVIDER shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the PROVIDER is effectively self-insured if the PROVIDER has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the PROVIDER from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

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

ARTICLE 10. INSTALLATION

10.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, PROVIDER shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

10.2 Underground Installation. Unless otherwise provided, all of PROVIDER's facilities within the CITY shall be constructed underground. Notwithstanding the provisions of Article 1.3 of this Agreement, PROVIDER expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require PROVIDER to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

ARTICLE 11. GENERAL PROVISIONS

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

11.2 Governing Law and Venue. This Agreement shall be interpreted pursuant to Utah law. Any action brought under this Agreement shall be brought in the Utah's Second Judicial District Court, Farmington Department, if in state court, and in the United States District Court for the District of Utah if in federal court.

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

11.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held in include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

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

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

SIGNED AND ENTERED INTO this ____ day of _____, 20__

CLEARFIELD CITY CORPORATION

By: _____
Mark R. Shepherd, Mayor

ATTEST:

Nancy R. Dean, City Recorder

APPROVED AS TO FORM:

City Attorney

“PROVIDER”

Syringa Networks, LLC, an Idaho limited liability company

By: _____
Greg Lowe, Chief Executive Officer

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:00 P.M. REGULAR SESSION
February 11, 2014

(This meeting was held following the regularly scheduled City Council Meeting.)

PRESIDING:	Kent Bush	Vice-Chair
PRESENT:	Keri Benson	Director
	Ron Jones	Director
	Mike LeBaron	Director
EXCUSED:	Bruce Young	Director
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Greg Krusi	Police Chief
	Scott Hodge	Public Works Director
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Scott Hess	Development Services Director
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Verenis Hernandez, Bob Bercher, Amber Self, Fox Hollow Boy Scout Troop 590, Anthony Vasquez, Koral Vasquez, Madison Dalrymple, Jerrick Walker, Charlie Benson

Vice-Chair Bush called the meeting to order at 7:19 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE JANUARY 14, 2014 SESSION AND THE FEBRUARY 4, 2014 WORK SESSION

Director Shepherd moved to approve the Clearfield Community Development and Renewal Agency (CDRA) minutes from the January 14, 2014 and February 4, 2014 work sessions, as written, seconded by Director LeBaron. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, Jones and LeBaron. Voting NO – None. Chair Young was not present for the vote.

APPROVAL OF RESOLUTION 2014R-02 AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AND WEBER BASIN WATER CONSERVANCY DISTRICT RELATING TO THE CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA

Adam Lenhard, City Manager, explained the Clearfield Community Development and Renewal

Agency (CDRA) desired to enter into the agreement to receive a portion of property tax increment generated within the Clearfield Station Community Development Area from Weber Basin Water Conservancy District. The funds would be used to pay for public infrastructure, land assembly and other uses which might benefit the Project Area.

Director LeBaron moved to approve Resolution 2014R-02 authorizing an Interlocal Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and Weber Basin Water Conservancy District relating to the Clearfield Station Community Development Area and authorize the Chair's signature to any necessary documents, seconded by Director Shepherd. The motion carried upon the following vote: Voting AYE – Directors Benson, Jones and LeBaron and Shepherd. Voting NO – None. Chair Young was not present for the vote.

APPROVAL OF RESOLUTION 2014R-03 AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AND MOSQUITO ABATEMENT DISTRICT – DAVIS RELATING TO THE CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA

The Clearfield Community Development and Renewal Agency (CDRA) desired to enter into this agreement to receive a portion of property tax increment generated within the Clearfield Station Community Development Area from Mosquito Abatement District - Davis. The funds would be used to pay for public infrastructure, land assembly and other uses which might benefit the Project Area.

Director Jones moved to approve Resolution 2014R-03 authorizing an Interlocal Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and Mosquito Abatement District – Davis relating to the Clearfield Station Community Development Area and authorize the Chair's signature to any necessary documents, seconded by Director Shepherd. The motion carried upon the following vote: Voting AYE – Directors Benson, Jones and LeBaron and Shepherd. Voting NO – None. Chair Young was not present for the vote.

APPROVAL OF RESOLUTION 2014R-04 AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AND NORTH DAVIS FIRE DISTRICT RELATING TO THE CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA

The Clearfield Community Development and Renewal Agency (CDRA) desired to enter into this agreement to receive a portion of property tax increment generated within the Clearfield Station Community Development Area from North Davis Fire District. The funds would be used to pay for public infrastructure, land assembly and other uses which might benefit the Project Area.

Director Shepherd moved to approve Resolution 2014R-04 authorizing an Interlocal Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and North Davis Fire District relating to the Clearfield Station Community Development Area and authorize the Chair's signature to any necessary documents, seconded by

Director LeBaron. The motion carried upon the following vote: Voting AYE – Directors Benson, Jones, LeBaron and Shepherd. Voting NO – None. Chair Young was not present for the vote.

APPROVAL OF RESOLUTION 2014R-05 AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AND NORTH DAVIS SEWER DISTRICT RELATING TO THE CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA

The Clearfield Community Development and Renewal Agency (CDRA) desired to enter into this agreement to receive a portion of property tax increment generated within the Clearfield Station Community Development Area from North Davis Sewer District. The funds would be used to pay for public infrastructure, land assembly and other uses which might benefit the Project Area.

Director Jones moved to approve Resolution 2014R-05 authorizing an Interlocal Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and North Davis Sewer District relating to the Clearfield Station Community Development Area and authorize the Chair’s signature to any necessary documents, seconded by Director Benson. The motion carried upon the following vote: Voting AYE – Directors Benson, Jones, LeBaron and Shepherd. Voting NO – None. Chair Young was not present for the vote.

There being no further business to come before the Community Development and Renewal Agency, **Director Shepherd moved to adjourn as the Community Development and Renewal Agency at 7:24 p.m., seconded by Director LeBaron. All voting AYE.** Chair Young was not present for the vote.

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
6:00 P.M. WORK SESSION
February 18, 2014

(This meeting was held following a City Council work session.)

PRESIDING:	Kent Bush	Vice - Chair
PRESENT:	Keri Benson	Director
	Ron Jones	Director
	Mike LeBaron	Director
	Mark Shepherd	Director
EXCUSED:	Bruce Young	Chair
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Greg Krusi	Police Chief
	Eric Howes	Community Services Director
	Scott Hodge	Public Works Director
	Scott Hess	Development Services Manager
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: There were no visitors.

Vice - Chair Bush called the meeting to order at 7:20 p.m.

DISCUSSION ON REDEVELOPMENT OF PROPERTIES LOCATED AT OR NEAR
APPROXIMATELY 860 SOUTH STATE STREET

Adam Lenhard, City Manager, referred to a GIS (Geographic Information System) map illustrating three properties, which totaled approximately three acres, owned by Davis Behavioral Health. He stated the facilities were no longer in use and the Davis Behavioral Health Board had approached the City regarding possible options. He reported City staff had proposed the structures be demolished with the exception of an outbuilding, which was a fairly recent structure, and then market the properties as one single parcel. Mr. Lenhard shared possible scenarios that might be a concern for the City if the properties remained three separate parcels.

Mr. Lenhard informed the Council that the County had requested a contribution of approximately \$50,000 for the demolition. He mentioned CDRA (Community Development and Renewal Funds) could be used for that purpose. Mr. Lenhard indicated the Economic Development Task Force had been consulted on the proposal and JJ Allen, Assistant City Manager, reported on its findings.

Director Shepherd clarified the perspective from the Development Task Force was that the City should be able to recoup its return on investment for the increased value resulting from the demolition. Director LeBaron expressed concern about potential development on the parcel and a discussion took place. Mr. Lenhard suggested zoning would dictate what kinds of businesses would be allowed and suggested the C-2 (Commercial) zoning remain the same. Scott Hess, Development Services Manager, pointed out the advantages with partnering with Davis County to demolish the buildings soon as opposed to later.

The Board directed staff to proceed with an agreement with Davis Behavioral Health for demolition costs with the inclusion that the City recoup its investment from revenue received by a negotiated sale price greater than \$900,000, (the appraised value of the property in its current state).

Mr. Allen reported the lowest received bid for demolition was from a vendor which used inmate labor and indicated that could delay demolition. He reminded the Board of a previous project completed by the vendor.

The meeting adjourned at 7:35 pm.

DRAFT

CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

RESOLUTION 2014R-06

A RESOLUTION APPROVING THE FINAL COMMUNITY DEVELOPMENT PROJECT AREA BUDGET FOR THE CLEARFIELD STATION COMMUNITY DEVELOPMENT PROJECT AREA.

Whereas; pursuant to the provisions of the Utah Community Development and Renewal Agencies Act (the "Act") the Clearfield Community Development Renewal Agency (the "Agency") adopted a resolution authorizing the preparation of the Final Project Area Budget for the Clearfield Station Community Development Project Area (the "Final Budget" and "Project Area" respectively); and

Whereas, the Final Budget having been prepared for the Project Area, the Agency held a duly noticed public meeting to consider the Final Budget as to whether it should be revised, approved, or rejected;

Whereas, the Draft Budget was adopted on October 22, 2013;

Whereas, the Agency staff had negotiated with all taxing entities, who have each approved participation based on the Draft Budget;

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

1. The Final Budget (a substantially final copy which is attached hereto as Attachment No. 1 and incorporated herein by this reference) is approved and adopted as the official Final Budget of the Clearfield Station Community Development Project Area.
2. This Resolution shall take effect upon its adoption.

Approved and adopted on March 11, 2014.

ATTEST

CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY

Nancy R. Dean, Secretary

Bruce Young, Chair

VOTE OF THE BOARD

AYE:

NAY:

EXCUSED:

ATTACHMENT No. 1

PROJECT AREA FINAL BUDGET

PROJECT AREA BUDGET CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA (CDA)

CLEARFIELD COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY, UTAH



MARCH 11, 2014


**LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
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Section 1: Introduction

The Clearfield Community Development and Renewal Agency, Utah (the “Agency”), following thorough consideration of the needs and desires of Clearfield City (the “City”) and its residents, as well as understanding the City’s capacity for new development, has carefully crafted the Project Area Plan (the “Plan”) for the Clearfield Station Community Development Project Area (the “Project Area”). The Plan and Project Area Budget (the “Budget”) are the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the property within the Project Area which is located around the UTA Frontrunner stop, near State Street between 1000 South and 1500 South.

This is predicated upon certain elements, objectives and conditions outlined in the Plan and is intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan. The Budget outlines the proposed sources and uses of funds needed to make the Plan successful.

The Project is being undertaken as a community development project pursuant to certain provisions of Chapters 1 and 4 of the Utah Community Development and Renewal Agencies Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

Terms defined in the Plan will have the same definition applied where said terms are used in this Budget.

Section 2: Description of Community Development Project Area

The Project Area is located around the UTA Frontrunner stop, near State Street between 1000 South and 1500 South. Approximately 70 acres of the Project Area will be a master planned Transit-Oriented Development (TOD), including residential, office, school/community, and flex space uses. A small amount of retail (10,500 SF) is also planned. The Project Area is comprised of 141.69 acres total, including approximately 64 affected parcels, equaling 126.41 acres of property (15.28 acres are rights of way).

TABLE 2.1: DESCRIPTION OF PROJECT AREA

Existing Land Uses	% of Area
Commercial	15%
Residential	8%
Agricultural	12%
Other	64%

The Project Area encompasses all of the parcels detailed in [APPENDIX A](#).

A map and legal description of the Project Area are attached hereto in [APPENDIX B](#).

Section 3: General Overview of project area budget

The purpose of this Budget is to provide the financial framework necessary to implement the Plan. The following information will detail the sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of this Budget.

Base Year Value

The Agency has determined that the base year property tax value for the Budget will be the total taxable value (including real and personal property) for the 2013 tax year which is currently estimated to be \$9,977,882. Using the 2013 tax rates established within the Project Area the property taxes levied equate to \$158,551 annually. Accordingly, this amount will continue to flow thru to each taxing entity proportional to the amount of the tax rate being levied.

Payment Trigger

This Budget will have a thirty-five year (35) duration from the date of the first tax increment receipt. Parcels will be triggered in groupings within the 35-year period. Each grouping or “tranche” will have a maximum duration of 20 years. No parcel may be triggered more than once and no parcel will contribute tax increment for more than 20 years. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1. In no case will the Agency trigger increment collection from the first tranche after March 1, 2017. Triggering the first tranche will commence the 35-year, maximum duration time period.

Projected Tax Increment Revenue – Total Generation

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that development will begin in the Project Area in 2014. The contemplated development will generate significant additional property and sales and use tax above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 31st) following construction completion and Tax Increment will actually be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as tax year 2015 or as late as 2020. It is currently estimated that during the 35-year life of the Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$68.7 million or \$28.9 million in terms of net present value (NPV).¹ This amount is over and above the \$5.5 million of base taxes that the property would generate over 35 years at the \$158,551 annual amount it currently generates.

¹ Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.

Section 4: Property Tax Increment

Property Tax Increment Shared with CDRA

While property Tax Increment generated within the Project Area is expected to be approximately \$68.7 million over 35 years, only a portion of this increment will be shared with the Agency. It is anticipated that all taxing entities that receive property tax generated within the Project Area, as detailed above, will share at least a portion of that increment generation with the Agency. It is anticipated that all taxing entities will contribute 75% of their respective tax increment for 20 years during each tranche with a maximum project life not to exceed 35 years. The City, County and the State will **not** contribute any portion of their incremental sales tax to implement the Project Area Plan. Table 4.1 shows the amount of tax increment shared with the Agency assuming the participation levels discussed above.

The tax increment will be calculated using the current year's tax rate adopted by each taxing entity, as adjusted by the County in accordance with applicable state law.

TABLE 4.1: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 4%
Davis County	75%	20-Year Tranches Triggered Individually, 35-Year Total Project Life Maximum	\$5,073,371	\$2,501,196
Davis School District	75%		\$18,957,125	\$9,345,952
Clearfield City	75%		\$3,917,661	\$1,931,425
Weber Basin Water Conservancy District	75%		\$457,060	\$225,333
Davis County Mosquito Abatement District	75%		\$224,177	\$110,520
North Davis Sewer District	75%		\$2,230,890	\$1,099,839
North Davis Fire District	75%		\$3,142,834	\$1,549,432
County Library	75%		\$846,650	\$417,402
Total Sources of Tax Increment Funds				\$34,849,768

Uses of Tax Increment

The majority of the tax increment collected by the Agency will be used to offset certain public infrastructure costs necessary to accommodate development in the Project Area. Approximately 5% will be used to offset the administration costs of the Agency, with the remaining funds to be used for development incentives, infrastructure and improvements. Public infrastructure costs will include improvements to transportation, parking, culinary water, sanitary sewer, and storm drain systems.

TABLE 4.2: USES OF TAX INCREMENT

Uses	Total	NPV at 4%
CDA Administration @ 5%	\$1,742,488	\$859,055
CDRA Development Incentive Fund (From Parcels Outside the TOD Site)	\$4,665,344	\$2,006,046
Project Area Infrastructure and Improvements (From Parcels Inside the TOD Site)	\$28,441,936	\$14,316,000
Total Uses of Tax Increment Funds	\$34,849,768	\$17,181,101

Projected Tax Increment Remaining with Taxing Entities

It is anticipated that all taxing entities will receive 25% of their respective property tax increment generated within the Project Area during the duration of the Budget and all tax increment thereafter. Taxing entities will also receive 100% of their respective property tax increment on parcels within a tranche before they are triggered and after the 20-year collection period for those parcels has been completed (or until the 35 year period expires or \$35 million in increment is paid to the Agency). The City, County and the State will retain their entire portion of incremental sales tax. The table below describes the forecasted property tax benefit that each taxing entity will retain during the duration of the Project Area Budget. This is in addition to the base taxes currently being generated within the Project Area.

TABLE 4.3: RETAINED PROPERTY TAX INCREMENT

Entity	Total	NPV at 4%
Davis County	\$4,930,593	\$1,704,517
Davis School District	\$18,423,625	\$6,369,086
Clearfield City	\$3,807,408	\$1,316,229
Weber Basin Water Conservancy District	\$444,198	\$153,560
Davis County Mosquito Abatement District	\$217,868	\$75,318
North Davis Sewer District	\$2,168,107	\$749,519
North Davis Fire District	\$3,054,387	\$1,055,908
County Library	\$822,823	\$284,452
Total Revenue	\$33,869,010	\$11,708,588

A multi-year projection of tax increment along with development assumptions is including in [APPENDIX C](#).

Base Year Property Tax Revenue

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area (“Base Taxes”). The current assessed value is estimated to be \$9,902,001. Based upon the 2013 tax rates in the area, the collective taxing entities are receiving \$158,551 in property tax annually from this Project Area. This equates to approximately \$5.5 million over the 35 year life of the Project Area. In addition to the Base Taxes received by the taxing entities, an additional \$33.9 million of property tax increment is expected to be retained by the taxing entities over 35 years, totaling approximately \$39.4 million of property tax revenue.

TABLE 4.4: TOTAL BASE YEAR AND PROPERTY TAX INCREMENT TO TAXING ENTITIES (OVER 35 YEARS)

Entity	Total Base Year Property Tax	Total Retained Tax Increment	Total Base and Retained Taxes
Davis County	\$807,855	\$4,930,593	\$5,738,448
Davis School District	\$3,018,625	\$18,423,625	\$21,442,250
Clearfield City	\$623,826	\$3,807,408	\$4,431,234
Weber Basin Water Conservancy District	\$72,780	\$444,198	\$516,977
Davis County Mosquito Abatement District	\$35,697	\$217,868	\$253,565
North Davis Sewer District	\$355,234	\$2,168,107	\$2,523,342
North Davis Fire District	\$500,447	\$3,054,387	\$3,554,835
County Library	\$134,816	\$822,823	\$957,639
Total Revenue	\$ 5,549,279	\$33,869,010	\$ 39,418,290

Total Annual Property Tax Revenue for Taxing Entities at Conclusion of Project

As described above, the collective taxing entities are currently receiving approximately \$158,551 in property taxes annually from this Project Area. At the end of the life of the project area, the taxing entities will receive all of their respective tax increment thereafter. At the end of 35 years an additional \$2,653,047 in property taxes annually is anticipated, totaling approximately \$2,811,598 in property taxes annually for the area. But for the assistance provided by the CDRA through tax increment revenues, this increase of approximately 1,673 percent in property taxes generated for the taxing entities would not be possible.

TABLE 4.5: TOTAL BASE YEAR AND END OF PROJECT LIFE ANNUAL PROPERTY TAXES

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Davis County	\$23,082	\$386,226	\$409,308
Davis School District	\$86,246	\$1,443,170	\$1,529,416
Clearfield City	\$17,824	\$298,244	\$316,068
Weber Basin Water Conservancy District	\$2,079	\$34,795	\$36,875
Davis County Mosquito Abatement District	\$1,020	\$17,066	\$18,086
North Davis Sewer District	\$10,150	\$169,833	\$179,983
North Davis Fire District	\$14,298	\$239,258	\$253,557
County Library	\$3,852	\$64,454	\$68,306
Total Revenue	\$158,551	\$2,653,047	\$2,811,598

Section 5: Cost/Benefit Analysis

Additional Revenues

Sales tax

Incremental sales and use tax will flow more quickly to the Agency considering sales tax is generated as soon as an entity begins transacting business. In addition, the sales and use tax is paid either monthly or quarterly to the City, County, and State. It is estimated that incremental sales tax would begin flowing to the City, County, and State as early as 2014 and as late as 2020. The estimated new incremental sales tax generated within the project² for the 35-year life of this Master Budget for the City, County and State is approximately \$9.8 million. The sales tax benefit to the City over the life of the project is approximately \$3.4 million or \$1.5 million NPV.

Other Tax Revenues

The development within the Project Area will also generate energy sales and use taxes for natural gas and electric.

Table 5.1 shows the total revenues generated by the project. This total includes the anticipated property tax increment shared with the Agency by the taxing entities, the City's portion of incremental property tax, and the City's portion of sales tax, and energy sales and use tax.

TABLE 5.1: TOTAL REVENUES

Entity	Incremental Revenues (above Base)			Total
	Property Tax	Sales Tax	Franchise Taxes	
Davis County (including Library)	\$11,673,437	\$1,538,807	\$0	\$13,212,244
Davis School District	\$37,380,749	\$0	\$0	\$37,380,749
Clearfield City	\$7,725,069	\$3,419,570	\$15,862,652	\$27,007,291
Weber Basin Water Conservancy District	\$901,258	\$0	\$0	\$901,258
Davis County Mosquito Abatement District	\$442,046	\$0	\$0	\$442,046
North Davis Sewer District	\$4,398,997	\$0	\$0	\$4,398,997
North Davis Fire District	\$6,197,222	\$0	\$0	\$6,197,222
State of Utah	\$0	\$4,872,887	\$0	\$4,872,887
Total Revenue	\$68,718,778	\$9,831,264	\$15,862,652	\$94,412,695

Additional Costs

The development anticipated within the Project Area will also likely result in additional costs to general government operations. These costs, along with the estimated budget to implement the Project Area Plan are identified below. These estimates are calculated by apportioning the taxing entity's variable costs per assessed value served and then using this ratio to estimate the additional costs which would be associated with the new assessed value produced as a result of development in the project area.

² Includes only the estimated new sales to the City, County, and State, respectively.

TABLE 5.2: TOTAL EXPENDITURES

Entity	Incremental Expenditures (above Base)			Net Incremental Benefit
	CDA Budget	General Government Operations	Total	
Davis County (including Library)	\$5,920,021	\$4,060,331	\$9,980,351	\$3,231,893
Davis School District	\$18,957,125	\$2,821,283	\$21,778,408	\$15,602,342
Clearfield City	\$3,917,661	\$17,259,761	\$21,177,422	\$5,829,870
Weber Basin WCD	\$457,060	\$281,340	\$738,400	\$162,858
Davis County Mosquito	\$224,177	\$15,377	\$239,554	\$202,491
North Davis Sewer District	\$2,230,890	\$38,764	\$2,269,655	\$2,129,343
North Davis Fire District	\$3,142,834	\$386,386	\$3,529,220	\$2,668,001
State of Utah	\$0	\$0	\$0	\$4,872,887
Total Revenue	\$34,849,768	\$24,863,242	\$59,713,010	\$34,699,685

The total net benefit to the taxing entities of implementing the project area is approximately \$34.7 million.



Appendix A: Parcel List

Parcel Number	Owner	Acres
090200031	CLEARFIELD CITY	2.30
090220005	LAYTON, LARRY W	0.17
090220006	MIRAGLIOTTA, SHERRY D - TRUSTEE AND MIRAGLIOTTA, VITO	0.14
090220007	GOLDEN SPRING HOMES LLC	0.08
090220009	ARNDT, RICHARD D & PATSY A	0.16
090220010	LAYTON, ZACHERY & MARILYN	0.49
090220011	BENNION, KIM-OANH T	0.33
090220012	HAMILTON, WILLIAN DONALD & MARY	0.33
090220026	LAYTON, ORSON RAY - TRUSTEE	0.25
090220027	CHELEMES, CHRIS J & MAGADALINE S--TRUSTEES	0.26
090220030	LAYTON, ORSON RAY - TRUSTEE	0.28
090220034	COMMUNITY TREATMENT ALTERNATIVES	0.25
090220035	COMMUNITY TREATMENT ALTERNATIVES	0.28
090220040	LAYTON, HATTIE W - TRUSTEE	7.71
090220042	LAYTON, KENT B & PEGGY	0.41
090220048	CLEARFIELD CENTER LLC	0.70
090220050	CORPORATION OF THE EPISCOPAL CHURCH IN UTAH	1.61
090220069	WINWARD, RICHARD B & PAULINE K - TRUSTEES	2.08
090220094	FONG ENTERPRISES, L C - ETAL	0.63
090220103	KEYPERS L L C	0.50
090220107	CHELEMES, SAM J & ELSIE M --TRUSTEES	0.17
090220146	CHELEMES, SAM J & CHRIS J	0.02
090220147	LAKELINE PROPERTIES LC	1.50
090220151	D VIII FAMILY LLC	0.67
090220154	LAYTON, JEFF	0.30
090220155	LAYTON, JEFF	0.16
090220158	FOWERS, DON E. & JANETTE J. -ETAL-	1.13
090220159	DOMINGUEZ, PABLO F & MARIA F	0.33
092450002	WENDYS OLD FASHIONED HAMBURGERS OF NEW YORK, INC	1.21
092450003	CHELEMES, CHRIS J--ETAL-TRUSTEES	0.42
092450004	MADEC ENTERPRISES LC	1.14
092450005	CHELEMES ENTERPRISES LLC	1.14
092880001	THOMASON, DAVID B & GILENE M	-
092880002	JACOB, JEFFEREY L & YE S	-
092880003	JACOB, JEFFEREY L & YE S	-
092880004	JACOB, JERREREY L & YE S	-
092880005	ASSOCIATION OF UNIT OWNERS OF FALCON PLAZA COMMERCIAL CONDOS	1.22
120660012	WOOD, LYNN W & SHIRLEE F - TRUSTEES - ETAL	0.50
120660051	SANDERS, AMY JEAN WOOD DODART - ETAL	0.61
120660071	UTAH TRANSIT AUTHORITY	68.25
120660082	UTAH TRANSIT AUTHORITY	0.08
120660093	CLEARFIELD CITY A MUNICIPAL CORPORATION	1.38
120660094	CLEARFIELD CITY CORPORATION	2.36
120660095	UTAH TRANSIT AUTHORITY	0.51
120660096	KALLAS, GUS J - TRUSTEE	0.54
120660097	KALLAS, GUS J - TRUSTEE	0.27
120660098	KALLAS, GUS J - TRUSTEE	6.83
120670024	MARJAN PROPERTIES INC	0.45
120670063	CLEARFIELD CITY	1.09



Parcel Number	Owner	Acres
120670064	CLEARFIELD CITY	1.32
120670067	STEVEN H & BARBARA J COOMBS FAMILY LIMITED PARTNERSHIP	2.00
120670081	MARJAN PROPERTIES INC	0.56
120670138	UTAH TRANSIT AUTHORITY	0.03
120670139	UTAH TRANSIT AUTHORITY	1.81
120670141	UTAH TRANSIT AUTHORITY	0.08
120720002	BOATRIGHT, JESSICA L	0.16
120720004	LEYBA, JAKE D	0.15
120720006	MURRAY, DEE A	0.15
120720008	GRAHAM, BEN RICHARD	0.15
120720010	GRAHAM, BEN RICHARD	0.15
120720012	GRAHAM, BEN L & SIDNEY LYNN OR DAVIS, REBECCA ALICE GRAHAM - TR	0.15
120720014	GRAHAM, BEN L & SIDNEY LYNN OR DAVIS, REBECCA ALICE GRAHAM - TR	0.12
120740033	JOHNSON, DON K & ROSEMARIE - TRUSTEES	7.62
120740034	UTAH DEPARTMENT OF TRANSPORTATION	0.71
Total		126.41

Appendix B: Map and Legal Description

The following described real property is located in Davis County, Utah:

A PARCEL OF LAND SITUATE IN THE EAST HALF OF SECTION 12, THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THE EAST QUARTER CORNER OF SECTION 12 TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH 00°05'06" EAST 2634.86 FEET ALONG THE EAST SECTION LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12)

AND RUNNING THENCE NORTH 89°42'54" EAST 233.00 FEET TO THE MOST NORTHERLY WEST CORNER OF FALCON MEADOWS SUBDIVISION; THENCE SOUTH 0°00'40" EAST 442.13 FEET; THENCE CONTINUING ALONG SAID SUBDIVISION THE NEXT THREE COURSES:

- 1) NORTH 89°42'50" EAST 288.09 FEET;
- 2) SOUTH 0°03'50" WEST 267.33 FEET;
- 3) NORTH 89°59'14" EAST 793.31 FEET;

THENCE LEAVING SAID SUBDIVISION SOUTH 0°00'46" EAST 336.33 FEET; THENCE SOUTH 89°59'18" WEST 288.88 FEET; THENCE SOUTH 0°32'39" EAST 277.84 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF 1450 SOUTH STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 89°27'21" EAST 143.98 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 0°08'38" EAST 120.00 FEET; THENCE NORTH 89°27'24" EAST 81.00 FEET; THENCE SOUTH 0°08'38" EAST 44.76 FEET; THENCE NORTH 89°30'22" EAST 125.20 FEET; THENCE SOUTH 0°08'38" EAST 311.35 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY LINE OF CLEARFIELD CITY; THENCE CONTINUING ALONG SAID CITY LIMITS THE NEXT THREE COURSES:

- 1) SOUTH 89°27'22" WEST 458.39 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF WAY LINE OF STATE ROUTE 126;
- 2) THENCE ALONG SAID RIGHT OF WAY SOUTH 36°55'38" EAST 191.11 FEET;
- 3) SOUTH 72°21'46" WEST 211.90 FEET; THENCE LEAVING SAID CITY LIMITS NORTH 36°55'38" WEST 156.59 FEET; THENCE NORTH 39°20'47" WEST 133.53 FEET; THENCE SOUTH 89°37'26" WEST 92.47 FEET; THENCE NORTH 0°22'34" WEST 100.00 FEET; THENCE NORTH 51°35'21" EAST 100.40 FEET; THENCE NORTH 36°55'38" WEST 385.93 FEET TO A POINT ON THE SOUTHERLY LINE OF CHELEMES BROTHERS SUBDIVISION; THENCE NORTH 89°55'54" WEST 1,309.93 FEET; THENCE SOUTH 89°47'49" WEST 428.11 FEET; THENCE SOUTH 0°39'37" EAST 168.24 FEET TO THE EASTERLY LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT TWO COURSES:

- 1) SOUTH 0°45'07" EAST 102.41 FEET;
- 2) SOUTH 29°58'32" EAST 428.29 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 89°53'09" EAST 1,075.92 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 0°05'19" WEST 1,929.42 FEET MORE OR LESS TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE WESTERLY LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT TEN COURSES:

- 1) NORTH 29°32'09" WEST 88.47 FEET;
- 2) NORTH 29°05'15" WEST 1,020.34 FEET;
- 3) NORTH 29°17'29" WEST 163.16 FEET;
- 4) NORTH 29°57'27" WEST 34.41 FEET;
- 5) NORTH 30°54'35" WEST 132.47 FEET;
- 6) NORTH 29°48'11" WEST 388.77 FEET;
- 7) NORTH 30°59'27" WEST 80.97 FEET;
- 8) NORTH 31°05'32" WEST 207.92 FEET;
- 9) NORTH 30°31'29" WEST 454.41 FEET;

10) NORTH 29°57'27" WEST 2,664.20 FEET MORE OR LESS TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE CENTER SECTION LINE OF SAID SECTION 12; THENCE NORTH 0°07'57" WEST 91.09 FEET; THENCE SOUTH 32°38'36" EAST 285.68 FEET; THENCE SOUTH 44°58'33" EAST 62.10 FEET; THENCE NORTH 86°50'34" EAST 238.26 FEET; THENCE NORTH 0°06'58" EAST 60.37 FEET; THENCE SOUTH 89°53'02" EAST 300.44 FEET; THENCE NORTH 0°9'03" EAST 404.00 FEET; THENCE SOUTH 89°53'03" EAST 263.00 FEET; THENCE SOUTH 0°9'03" WEST 404.00 FEET; THENCE SOUTH 89°53'02" EAST 821.32 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 126; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 36°55'38" EAST 285.43 FEET; THENCE LEAVING SAID RIGHT OF WAY EAST 655.28 FEET; THENCE SOUTH 0°00'40" WEST 298.46 FEET TO THE POINT OF BEGINNING.

CONTAINS: 6,171,933 SQ. FT. OR 141.69 ACRES MORE OR LESS





Appendix C: Multi-Year Budget and Development Assumptions