



CLINTON CITY COUNCIL AGENDA

2267 N 1500 W Clinton, UT 84015

This meeting may be attended electronically by one or more members.

February 27, 2024 – 6 PM

[Click Here for ZOOM Meeting Link](#)

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Meeting ID: 891 7487 5476 Pass Code: 012738

I. REGULAR CITY COUNCIL MEETING

1. Call to Order
2. Pledge of Allegiance
3. Invocation or Thought
4. Roll Call

II. PUBLIC INPUT

Any public member who wishes to address the Council shall, prior to the meeting, sign the “list to present” with the Clerk of the Council. They will be allowed up to three minutes to make their presentation. Please send requests to ltitensor@clintoncity.com or call 801-614-0700. (According to Utah State Code, the Council cannot take action on items not advertised on the agenda).

III. BUSINESS

- A. Communities That Care Presentation
- B. **Public Hearing Resolution 20-23**, Proposed Development Agreement for Approx. 19.20 Acres Zoned R-M (Multi-Family Residential) and 4.20 acres Zoned PZ (Performance Zone) Located at Approx. 2541 North 2000 West

IV. OTHER BUSINESS

- a. Approval of Minutes: February 13, 2024
- b. Approval of Accounts Payable: February 14, 2024, February 22, 2024
- c. Planning Commission Report
- d. City Manager’s Report
- e. Staff Reports
- f. Council Reports on Areas of Responsibility
- g. Mayor’s Report
- h. Action Item Review

V. ADJOURN

VI. SPECIAL CITY COUNCIL WORK SESSION

- A. Discussion on Administrative Code Enforcement

I, The City Recorder of Clinton City, certify that this agenda for the Clinton City Council has been properly noticed on the Utah Public Notice Website, the Clinton City Website and at Clinton City Hall.

*Dated this 22nd day of February, 2024
/s/Lisa Titensor, Clinton City Recorder*

- A link to the meeting can be found either at the top of the agenda OR on the Clinton City Website, or Facebook at <https://www.facebook.com/ClintonCityUT/>
- Supporting documentation for this agenda is posted on the Clinton City website at www.clintoncity.com and on the Utah Public Notice Website www.utah.gov/pmn

Mayor
Brandon Stanger

City Council
Marie Dougherty
Gary Tyler
Dane Searle
Spencer Arave
Austin Gray

- *In compliance with the American with Disabilities Act, individuals needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Lisa Titensor, City Recorder, at (801) 614-0700 at least 24 hours prior to the meeting.*
- *This meeting may involve the use of electronic communications for some members of this public body. The anchor location for the meeting shall be the Clinton City Council Chambers at 2267 N 1500 W Clinton UT 84015. Elected Officials at remote locations may be connected to the meeting electronically to participate.*
- *Notice is hereby given that by motion of the Clinton City Council, pursuant to Utah State Code Title 52, Chapter 4 sections 204 & 205, the City Council may vote to hold a closed session for any of the purposes identified in that Chapter.*
- *The order of agenda items may change to accommodate the needs of the city council, staff and/or public.*

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Presentation by North Davis Communities that Care	AGENDA ITEM: A
PETITIONER:	MEETING DATE: 02/27/2024
RECOMMENDATION: That Council listen to the presentation by Shannon Busse.	TYPE OF VOTE: NONE
FISCAL IMPACT:	
BACKGROUND: <p>Shannon Busse is the new prevention specialist Davis Behavioral Health hired to lead North Davis Communities that Care. Clinton City contributed about \$7,000 this fiscal year to support Communities that Care in their work to prevent substance abuse and depression and suicide ideation in youth. The money comes from beer tax revenue in Fund #10 DUI Patrol.</p> <p>Shannon works with stakeholders in North Davis to analyze SHARP survey data gathered from schools; pinpoint risk factors; create prevention plans; and facilitate outreach, classes, and events. In recent years, Communities that Care has sponsored some classes in Clinton: Learning to Breathe sessions for 6th-graders, a Strengthening Families class, and a few Everyday Strong classes. In fighting alcohol, marijuana, and vaping among our youth, the data show North Davis needs to address risk factors such as low attachment to school, family conflict, attitudes toward antisocial behavior, and depressive symptoms.</p>	
ATTACHMENTS:	

CLINTON CITY COUNCIL

AGENDA ITEM

<p>SUBJECT: <i>Public Hearing:</i> Review and possible action on a development agreement for approximately 19.20 acres zoned R-M (Multi-Family Residential) and 4.20 acres zoned PZ (Performance Zone) located at approximately 2541 North 2000 West. The Development Agreement addresses residential design and development standards, utility services and street connections for the proposed development. (Parcels 13-490-0028, 13-049-0009, 13-049-0013, 13-049-0014, and 13-049-0015).</p>	<p>AGENDA ITEM: B</p>
<p>PETITIONERS: Charles G. Summers Family Trust, Sharon S. Bingham and Doug F. Summers Trustees, Judy Frandsen Trustee, and Ellis F. and Emma Jane Bouwhuis Summers Trustees</p> <p>Property Owners are represented by Derek Terry and Garrett Seely.</p> <p>SUBMITTED BY: Peter Matson, Community Development</p>	<p>MEETING DATE:</p> <p>February 27, 2024</p>
<p>ORDINANCE REFERENCES: General Plan/Master Land Use Map, Zoning Map and Zoning Ordinance (Title 28)</p>	<p>ROLL CALL VOTE:</p> <p>YES</p>
<p>RECOMMENDATION: To adopt Resolution 20-23 approving the Development Agreement with the Property Owners of approximately 19.20 acres zoned R-M (Multi-Family Residential) and 4.20 acres zoned PZ (Performance Zone) located at approximately 2541 North 2000 West. (Parcels 13-490-0028, 13-049-0009, 13-049-0013, 13-049-0014, and 13-049-0015) and now the previously provisionally approved Resolution 19-23, Ordinance 23-07Z and Ordinance 23-08Z are fully approved and effective as of this approval action.</p>	
<p>DEVELOPMENT AGREEMENT AND CONCEPT PLAN: Since approval of the R-M/PRD ordinance on February 13, 2024, the applicant has revised the development agreement concept plan to align with the new code guidelines and regulations as follows:</p> <ul style="list-style-type: none"> • All single-family lots are 3,500 square feet or larger; • All roads are public with 60’ wide right of way with the exception of the three shared drive in the townhome portion of the site; • The lots along the western boundary of the site adjacent to the R-1-15 zone are 7,500 square feet or larger; • The south boundary is transitioned with a 45’ open space area and a 60’ public road creating 105’ buffer from the adjacent R-1-15 zone; • The required 7.5% open space acreage is 1.43 acres and the concept plan provides 1.45 acres as follows: <ul style="list-style-type: none"> • 0.80-acre open space area at south boundary with dog park, walking trail around the border, and trees and benches along the trail; • 0.50-acre central open space area with tot lot and two pickle ball courts; and • 0.15-acre, 33’ wide open space area between to connect townhomes with central open space area to meet pedestrian circulation requirement. <p>The PRD Overlay Zone lot size, setback, site development and private drive standards are incorporated into the updated concept plan so Section 4.10 and Section 4.15.2 of the development agreement are no longer needed and are removed in the latest draft. Additionally, the applicant is requesting a slight modification to Section 4.14 of the development agreement allowing some flexibility for occasional construction access through the two residential connections should access to 2000 West not be available.</p> <p>PLANNING COMMISSION RECOMMENDATION: The Planning Commission reviewed the development agreement during their December 12th meeting. The Commission recommended the Council not approve Resolution 20-23 denying the request to approve the development agreement because the R-M (multi-family) zone should be updated and the</p>	

development agreement should follow the updated code with respect to larger single-family lots, no private drives, more open space and a maximum of four units per townhome building. The motion was approved by a unanimous vote.

DISCUSSION: The approved minutes from the December 12th Council meeting indicate the motion to approve the General Plan amendment and P-Z/ R-M zoning was subject to the approval development agreement. The updated development agreement is consistent with the recently adopted PRD Overlay standards. The attached comparison table is provides a summary of the consistency between the ordinance and the agreement.

Staff recommends the Council adopt Resolution 20-23 approving the development agreement based on the adjustments to the concept plan bringing the agreement in line with the site development and open space standards of the recently adopted PRD Overlay Zone. Incidentally, the proposed density of 8.47 units/acre is markedly less than what this development could qualify for under the density bonus provisions of the PRD Overlay Zone.

ATTACHMENTS:

- (A) Resolution 20-23 –Agreement for the Development of Land between Clinton City and Summers Family
- (B) General Plan Map
- (C) Zoning Map
- (D) Concept Plan
- (E) Draft #7 Development Agreement between Clinton City and Summers Family
- (F) R-M/PRD Ordinance / Development Agreement Comparison Table

RESOLUTION NO. 20-23

A RESOLUTION ADOPTING AN AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN CLINTON CITY AND CHARLES G. SUMMERS FAMILY TRUST, SHARON S. BINGHAM AND DOUG F. SUMMERS TRUSTEES, JUDY FRANDBEN TRUSTEE, AND ELLIS F AND EMMA JANE BOUWHUIS SUMMERS TRUSTEES

WHEREAS, Owners, CHARLES G. SUMMERS FAMILY TRUST, SHARON S. BINGHAM AND DOUG F. SUMMERS TRUSTEES, JUDY FRANDBEN TRUSTEE, AND ELLIS F AND EMMA JANE BOUWHUIS SUMMERS TRUSTEES are developing certain property located at approximately 2541 North 2000 West in Clinton City; and

WHEREAS, Owners and Clinton City have entered into an agreement setting forth the responsibilities of both parties relative to various aspects of the development of Owners property with appropriate land uses, setbacks, street widths and architectural design to enhance the general area; and

WHEREAS, the City Council has determined it to be in the best interest of the citizens of Clinton City to enter into this agreement to ensure that the Owners' property will be developed according to the overall objectives and intent of the City's General Plan and in the best interest of the City.

NOW, THEREFORE, THE CLINTON CITY COUNCIL RESOLVES TO ADOPT AND APPROVE THE ATTACHED DEVELOPMENT AGREEMENT AND AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

SECTION 1. By majority vote on a motion before the Clinton City Council the Council the attached Development Agreement.

SECTION 2. Effective date. This Resolution shall become effective upon signature and posting.

PASSED BY MOTION AND ORDERED PUBLISHED by the Council of Clinton City, Utah, this 27th day of February 2024.

February 2, 2024
NOTICE PUBLISHED

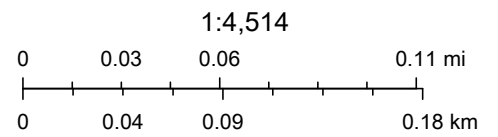
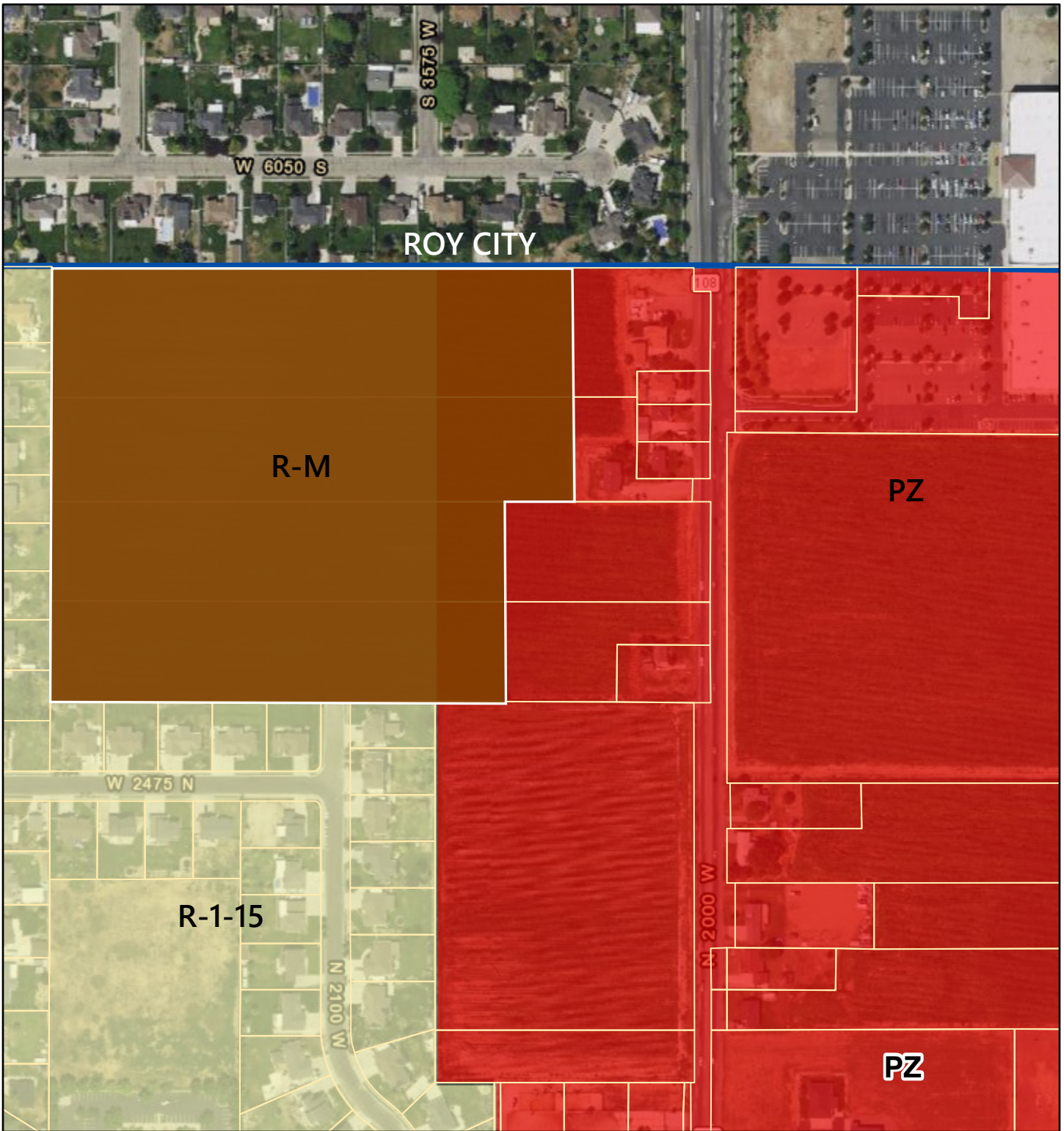
BRANDON STANGER
MAYOR

ATTEST:

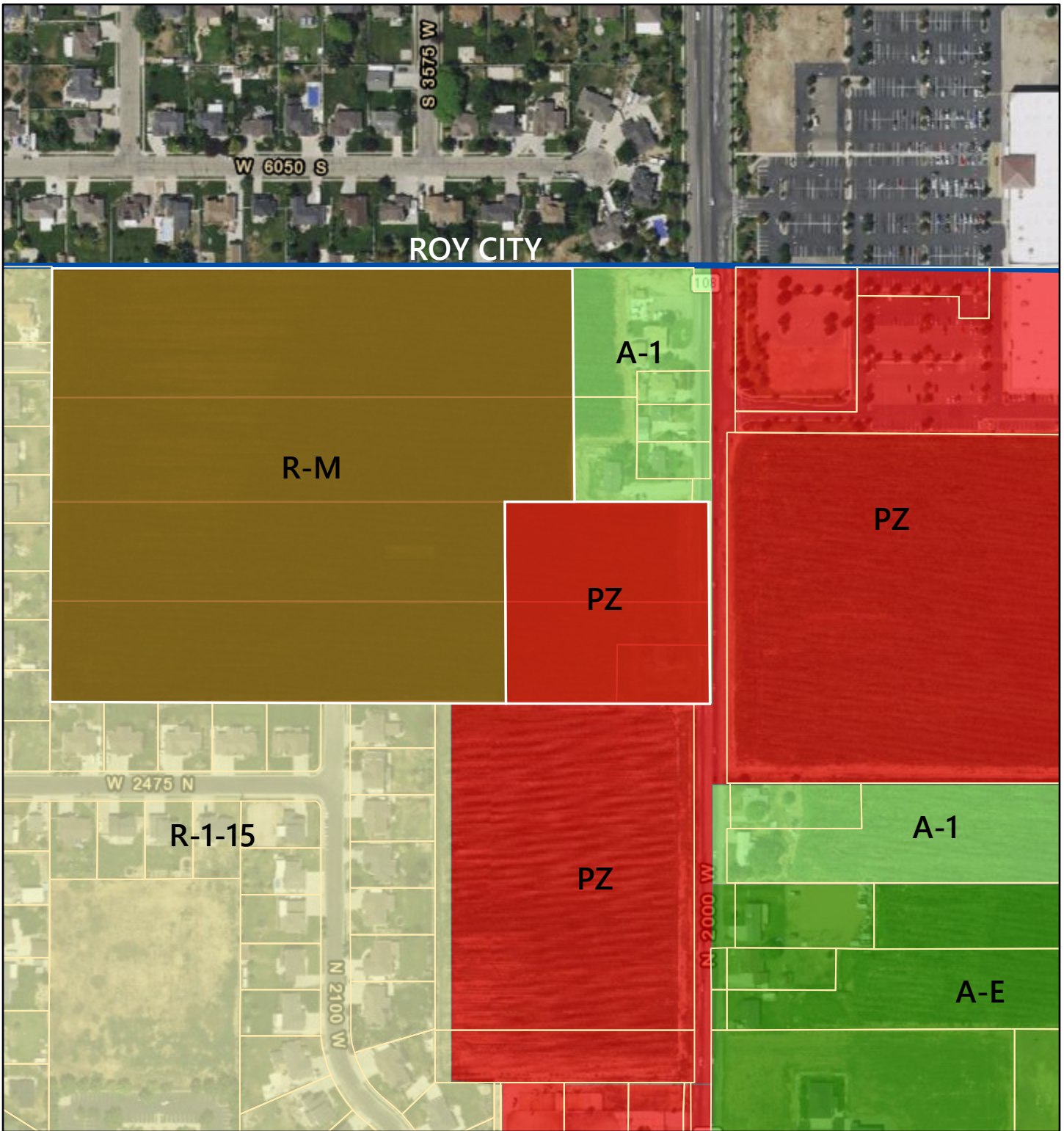
LISA TITENSOR
CITY RECORDER

Posted: _____

GENERAL PLAN MAP

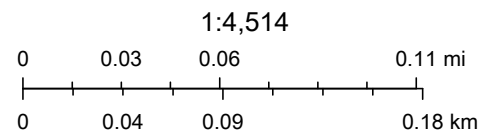


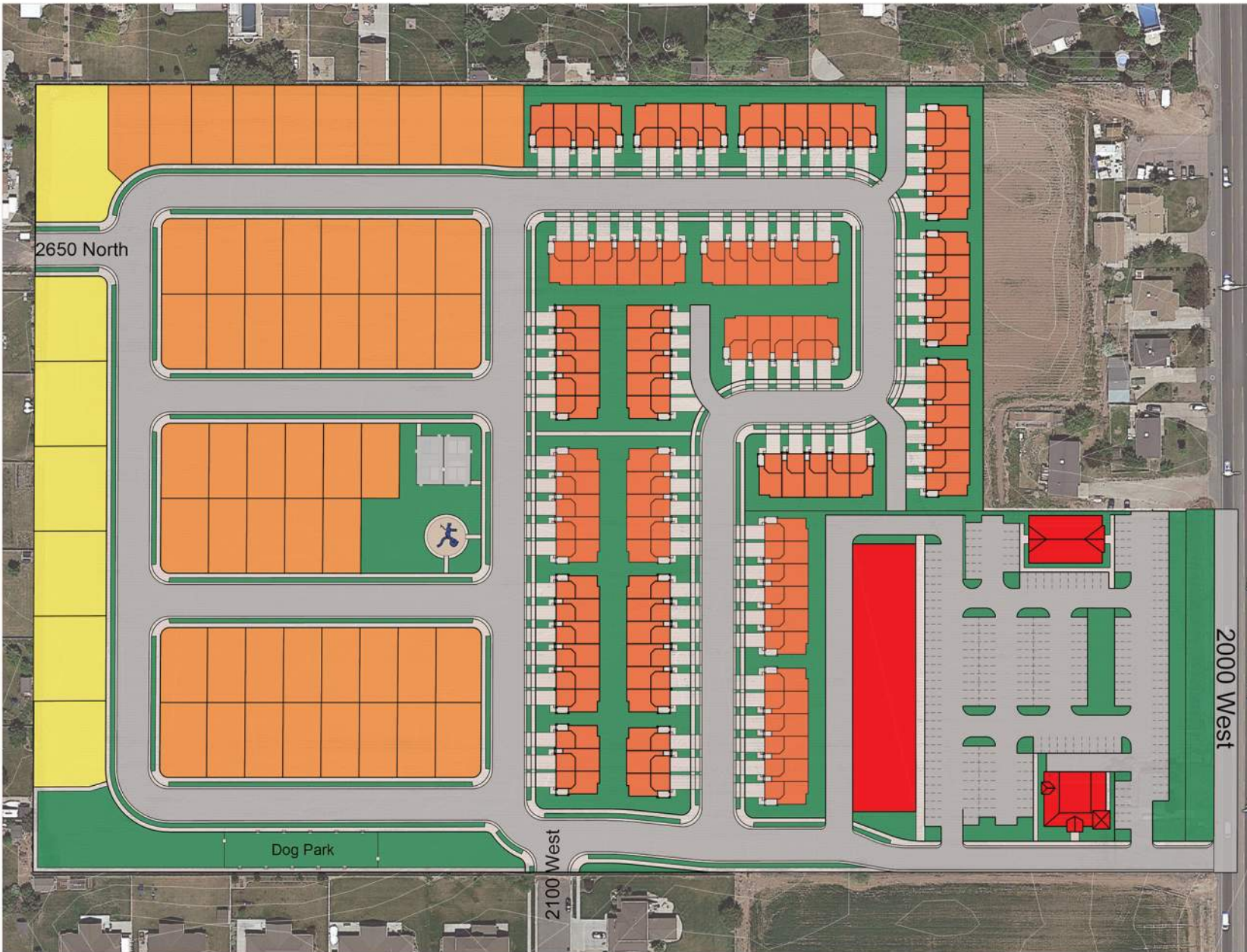
ZONING MAP



- Parcels
- ▭ City Boundary
- Zoning
 - ▭ A-1

- ▭ A-E
- ▭ PZ
- ▭ R-1-15





Planned Development Clinton, UT

Parcel ID's : 130490028, 130490009,
130490013, 130490014, 130490015

Gross Acres: 23.38
2000 W Dedication Acres: 0.52
Net Acres: 22.86

Commercial Acres: 3.69
(Commercial site plan is conceptual
and subject to change.)

Residential Acres: 19.13
Transition SFD Acres: 2.92
Transition SFD Lots (7,500 SF Min): 7

3,500 SF Min. SFD Lots Acres: 7.50
No. of Lots: 53

Townhome Acres: 8.71
Townhome Units: 102

Total Lots/Units: 162

Net Residential Density: 8.47

Required Open Space Acres: 1.43
Open Space Acres Provided: 1.45

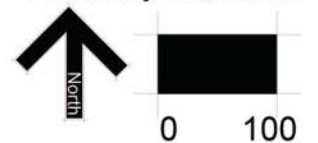


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February 16, 2024



**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN CLINTON CITY AND
CHARLES G. SUMMERS FAMILY TRUST, SHARON S. BINGHAM AND DOUG F.
SUMMERS TRUSTEES, JUDY FRANSDEN TRUSTEE, AND ELLIS F AND EMMA JANE
BOUWHUIS SUMMERS TRUSTEES**

THIS AGREEMENT for the development of land (hereinafter referred to as “Agreement”) is made and entered into this _____ day of _____, 2024, between CLINTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as “City”), and property owner CHARLES G. SUMMERS FAMILY TRUST, SHARON S. BINGHAM AND DOUG F. SUMMERS TRUSTEES, JUDY FRANSDEN TRUSTEE, AND ELLIS F AND EMMA JANE BOUWHUIS SUMMERS TRUSTEES (hereinafter referred to as “Owners”), with City and Owner collectively referred to as “Parties” and separately as “Party”.

RECITALS

WHEREAS, in furtherance of the objectives of the Clinton City General Plan, City has considered an application for a General Plan Amendment and zone change of a certain property located at approximately 2600 North 2000 West in Clinton City (hereinafter the “Subject Area”) from A-1 (Agricultural) to PZ (Performance Standard) and R-M (Multiple Family Residential) as depicted on Exhibit A attached hereto; and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area consisting of approximately 23.40 acres in a manner consistent with the City’s General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to grant approval of P-Z and R-M zoning on the Subject Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement is intended to provide protection to surrounding property values and will enable the City Council to consider the approval of such development at this time; and

WHEREAS, City finds that entering into the Agreement with Owners is in the best interest of the City and the health, safety, and welfare of its residents.

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, wherever used in this Agreement:

1.1 “City’s Undertakings” shall mean the obligations of the City set forth in Article III.

1.2 “Owners’ Undertakings” shall have the meaning set forth in Article IV.

1.3 “PZ” zoning shall mean the performance standard commercial use zone as set forth at Title 28, Chapter 15 of the City’s Zoning Ordinance.

1.4 “R-M” zoning shall mean a single and multiple family zoning district as set forth at Title 28, Chapter 19 of the City’s Zoning Ordinance. These zoning districts are further restricted by the provisions set forth in Article IV.

ARTICLE II CONDITIONS PRECEDENT

2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Clinton City Council.

2.2 P-Z and R-M zoning consistent with Exhibit A is a condition precedent to Owner’s Undertakings in Article IV.

ARTICLE III CITY’S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Article IV, City shall approve the rezone of the Subject Area from its present zoning of A-1 to P-Z and R-M, as depicted on Exhibit A, with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. Any zoning amendment shall occur upon a finding by the City Council that it is in the best interest of the health, safety, and welfare of the citizens of Clinton City to make such a change at this time. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The proposed zoning changes are as reflected on Exhibit A for the overall area.

ARTICLE IV OWNERS’ UNDERTAKINGS AND RIGHTS

After the Effective Date, and conditioned upon City’s performance of its undertakings set forth in Article III, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owners agree to the following:

- 4.1 **Zoning.** Zoning and development of the Subject Area shall comply with the terms of this Agreement and any lawful conditions of approval of the City. Once the Subject Property is zoned in accordance with Article II, development of the Subject Area shall comply with all applicable City approvals, rules, regulations, and codes.
- 4.2 Owner agrees that each phase of the Subdivision approved by City must comply with all the requirements of the City Code prior to the approval of any phase in the subdivision.
- 4.3 Any proposal to rezone the Subject Area from P-Z and R-M as depicted on Exhibit A to another zone shall require a rezone petition and amendment to this Agreement and shall be subject to the legislative discretion of the City.
- 4.4 **Density.** The maximum density of residential units, townhomes and small lot single family combined, shall not exceed 8.~~50~~47 units per acre or a total of ~~163~~162 units and shall be located approximately in the same location as shown in Exhibit B (Concept Plan).

- 4.5 **Amenities.** As used, herein the term “Amenity/Amenities” shall include a primary open space area ~~and~~, a secondary, ~~smaller~~ linear open space area, and a walkway corridor through the townhome portion of the Subject Area.
- 4.5.1 The 0.50-acre primary open space area shall include two pickle ball ~~courts,~~ courts and a tot lot with a play structure, ~~dog park measuring the size of 70 feet by 60 feet (70' x 60'), two six-foot wide park benches and a walkway around the primary open space area.~~ The location of the primary amenity shall be approximately in the same location as shown in Exhibit B (Concept Plan). The amenities shall be maintained by the Owner and Home Owners Association (HOA).
- 4.5.2 The primary open space area and associated amenities shall be completed before one third (1/3) of the residential townhome units in the Subject Area are approved for occupancy.
- 4.5.3 The pickle ball courts shall be constructed to meet professional industry standards. The tot lot play structure and park benches shall be substantially similar to the illustrations depicted in Exhibit F.
- 4.5.4 The 0.80-acre secondary open space area shall be located at approximately the same location as shown in Exhibit B (Concept Plan) near the ~~northwest southwest~~ corner of the Subject Area and shall include ~~one park bench and a minor feature such as a little library or similar~~ a dog park and perimeter walking trail with trees and benches along the trail.
- 4.5.4.5.5 The walkway corridor through the townhome portion of the Subject Area is provided to connect the townhome to the primary open space area.
- 4.5.5.4.5.6 Owner agrees to retain ownership of the Amenities until the Amenities are completed.
- 4.6 **Issuance of Building Permits.** Provided Owner and the builders are in compliance with the City’s Code, the terms of Subdivision approval and the City’s engineering requirements, City will issue building permits and/or occupancy permits in approved phases of the Subdivision based on an approved overall preliminary plat. Preliminary plat approval will include details regarding the timing of the installation of the primary and secondary open space areas and associated amenities.
- 4.7 **Residential Design Standards.** Development of the Subject Area will have enhanced architectural design standards as a planned development to ensure quality exterior appearance. Compliance with these guidelines shall be made by the developer/home builder or their representative. The developer/home builder shall provide the City Community Development Department with a compliance letter before submitting for building permit review and approval.
- 4.7.1 All residential buildings shall have an architectural style that is substantially similar in design, quality, and materials as shown Exhibit C for single- family buildings, and Exhibit D for townhome buildings.
- 4.7.2 30% of all street-facing facades shall be finished with masonry or windows, not including the garage door area. For the purposes of this section, masonry shall include brick, stone or fiber cement siding but shall not include stucco or similar products. Stucco is only allowed on non-street facing facades. In addition, architectural relief in the form of pop-outs, window surrounds, or similar features shall be used on street facing side facades.

- 4.7.3 Application of exterior brick or rock materials: To achieve the appearance of masonry as a structural component of the architecture, exterior masonry materials shall extend beyond any exterior wall corner by a depth of at least 24" onto the adjoining (perpendicular) wall elevation. This requirement shall also apply to non-masonry exterior materials, such that transitions of materials do not occur at building corners. The uniform application of building materials at corners shall extend vertically up to the roof eaves.
 - 4.7.4 Windows and doors on all façades shall be trimmed with wood, a wood-like fiber cement product, or a stucco pop-out that is a minimum of four inches (4") in width with the top and bottom of all window trim and the top of all door trim a minimum of six inches (6") in width.
 - 4.7.5 Rooflines shall not be flat or at a low angle, generally described as less than 6:12 pitch,
 - 4.7.6 Rear or side end facades that are visible to a street or the private park shall include additional treatments such as, but not limited to, the addition of the front façade wainscoting down the visible side façade, additional fiber cement siding, additional windows, pop-outs and window or door wood or wood-like trims a minimum of four inches (4") in width.
 - 4.7.7 Rear townhome elevations visible from 2000 West shall avoid the appearance of a flat wall through two foot (2') shifts in walls of alternating units, and four inch (4") stucco wrap of all rear elevation wall corners.
 - 4.7.8 A minimum of three (3) elevations shall be drawn for each single-family detached dwelling unit type. Differences between elevations may include rooflines, use of exterior materials, color schemes, use or size of porches, window location, size, shape or treatments and similar features that vary the appearance of the elevation.
 - 4.7.9 Townhomes units may have a single building elevation where the elevation has a range of materials (masonry, fiber cement siding, trim) and colors that provide a different look to adjoining buildings constructed.
 - 4.7.10 Where the same single-family detached dwelling unit type is to be constructed side to side adjacent to or directly across the public street, a different elevation shall be used, including different exterior materials and color schemes.
 - 4.7.11 Covered porches are required on all single-family homes and townhome units and shall be supported by a minimum six-inch (6") wood or wood-like fiber cement post that extends from a minimum of thirty-six inches (36") in height and a 12-inch (12") in width pedestal covered by the same masonry or fiber-cement siding used on the front façade.
- 4.8 **Commercial Design and Development Standards.** All commercial buildings in the PZ zoned portion of the Subject Area shall comply with the requirements outlined in Chapter 28-19 Performance Standard Zone and Chapter 28-20 Central Business District Design Standards of the Clinton City Municipal Code.
- 4.8.1 The commercial portion of the subject area shall be approved as a lot in the first phase of the development. Construction of the 2000 West access through the Subject Area shall provide access to the commercial lot and public street improvements along the south frontage.
 - 4.8.2 Development of the commercial portion of the Subject Area shall not allow approval of any standard or tunnel car wash facility.

4.9 **Land Use Regulations.** Permitted and conditional uses for the R-M zoned portion of the Subject Area shall be consistent with those listed in Chapter 28-15 Multi-Family Residential (R-M) of the Clinton Municipal Code. Permitted and conditional uses for the PZ zoned portion of the Subject Area shall be consistent with those listed in Chapter 28-19 Performance Standard Zone (PZ) of the Clinton Municipal Code.

~~4.10 **Site Development Standards.** The following development standards for the single family and townhome portions of the Subject Area shall be based on the following:~~

MINIMUMS	Single-Family	Townhomes
Lot Area	4,000 SF	No Minimum
Lot Width	45 FT	No Minimum
Front Yard Setback	22 FT	22 FT
Interior Side Yard Setback	5 FT	N/A
Exterior Side Yard Setback	15 FT	15 FT
Rear Yard Setback	*15 FT	15 FT
Distance Between Buildings	N/A	2-5 Unit Buildings—15 FT 6 Unit Building—20 FT
Maximum Building Height	35 FT	35 FT
Minimum Dwelling Size	850 SF	850 SF

~~*No two 15 FT rear yards allowed to be placed back to back.~~

~~4.11~~4.10 **Landscaping.** The following standards shall be followed in the landscaping of the front yards and street side yards of the single family and townhome portions of the Subject Area:

~~4.11.1~~4.10.1 Xeriscape or water efficient landscaping shall be installed to reduce water usage. The water efficient landscape standards in Section 28-3-21 of the Clinton Municipal Code shall apply.

~~4.11.2~~4.10.2 Turf should generally not be used except for designated activity areas with a width greater than eight feet.

~~4.11.3~~4.10.3 All plants should be native species, planting beds shall be covered with live plant material or rock mulch, and all trees shall be deciduous and have a full shade canopy at maturity.

~~4.11.4~~4.10.4 Street trees shall be planted in the park strips throughout the residential portions of the Subject Area based on the following standards:

~~4.11.4.1~~4.10.4.1 In the single-family residential portion of the Subject Area, one (1) street tree is required per residential lot frontage on a public street. One (1) street tree is required per public street residential side yard of corner lots that front on a private drive.

~~4.11.4.2~~4.10.4.2 In the townhome portion of the Subject Area, one street tree between and at the end of each townhome building on a public street or private drive. Where townhome side yards front a public street, one (1) street tree shall be planted in a uniform fashion in the adjacent

park strip at a ratio of one (1) tree per 35 feet of frontage.

~~4.11.4.3~~4.10.4.3 Street trees shall be planted in the park strip of the public streets adjacent to the primary open space area in a uniform fashion at a ratio of one (1) tree per 35 feet of frontage.

~~4.11.4.4~~4.10.4.4 Street trees shall be two inches (2") in caliper and a species identified in Section 28-20-6, Table 20.2 of the Clinton Municipal Code and placed such to avoid conflict with street lights. Substitution of tree species may be considered by the City as part of the subdivision and site plan review and approval process.

~~4.11.4.5~~4.10.4.5 Maintenance and pruning of street trees shall be the responsibility of the HOA with trees trimmed to a height of seven feet (7') over the sidewalk and 14 feet over the street.

~~4.11.5~~4.10.5 All irrigation shall be drip and operated by an automatic digital controller. Designated activity areas with a width greater than eight feet may have overhead spray irrigation.

~~4.11.6~~4.10.6 The developer/home builder shall landscape the front and street side yards of all units and shall be installed prior to issuing a certificate of occupancy except between October and April, inclusive. The home builder may delay the installation until the end of the following month of June if a bond is posted according to the City's adopted consolidated fee schedule.

~~4.12~~4.11 **Fencing.** The developer/home builder shall construct the community-approved solid vinyl fencing with a wood-like appearance that is substantially similar to the Timberland Collection – Driftwood or Coastal Cedar color as depicted in Exhibit E.

~~4.13~~4.12 **Homeowners Association.** Owner shall provide for and record enforceable covenants, conditions, and restrictions (CCRs) providing architectural design consistency. HOA bylaws and CCRs shall be reviewed and approved by the City as part of the final subdivision plat approval and prior to the issuance of any building permits within the Subject Area. Owner shall cause an HOA to be constituted as part of CCRs with the duties of maintaining the front and street side yards of the lots and any amenities delineated in an approved final plat. The HOA shall be required to be managed by a professional management company to ensure efficient, timely, and complete administration of HOA duties and responsibilities. The CCRs shall establish the City with a controlling interest in the HOA for the matter of voting to dissolve the HOA. Provisions of the CCRs that are reflected in this Agreement shall not be changed by any future HOA board.

~~4.13.14~~4.12.1 The homeowners within the development may elect to have the HOA maintain other portions of their private property, specifically the side and rear yards.

~~4.13.24~~4.12.2 The HOA shall be responsible for the ownership and maintenance of all private utilities, private drives, open space areas, including landscape buffers, detention basins, pathways, and any other amenities, and fencing.

~~4.13.34~~4.12.3 The HOA shall ensure that no parking occurs on private drives, through use of private towing service if necessary. This requirement shall not be altered by any future board of the HOA.

~~4.13.44~~4.12.4 HOA CCRs shall require garbage cans to be placed on public streets and at least three feet apart for proper garbage vehicle access and collection.

Homeowners living on private drives shall walk their cans to the nearest public street for pickup.

~~4.13.5~~4.12.5 The HOA and homeowners shall place garbage cans such that the garbage collection vehicle does not reverse from a private drive or public stub street to pick up and empty cans.

~~4.14.13~~4.13 **Site and Development Safety Standards.** During construction of any portion of the Subject Area, construction vehicles access to the Subject Area shall be primarily from the 2000 West street connection. ~~Construction vehicles shall not~~The only be allowed to access the Subject Area from the two existing residential street connections at 2650 North and 2100 West.~~time the 2000 West connection will not be the primary access is when 2000 West access is not available.~~

~~4.14.1~~4.13.1 Owners shall provide for the purchase and installation of two digital speed signs to be placed in the existing neighborhoods on 2650 North and 2650 West. The location, installation and equipment standards shall be coordinated by the City police department, public works department and city engineer with all costs covered by Owners. Future maintenance shall be the responsibility of the City.

~~4.15.14~~4.14 **Public and Private Utilities.** Owner acknowledges and agrees that any development shall comply with all development standards, guidelines, ordinances, regulations, and statutes as exist at time of development.

~~4.15.14.1.1~~4.14.1 **Street Connections.** The public street connections within the R-M zone, 2650 North and 2100 West, shall extend through the property as local streets meeting Clinton City engineering and design standards.

~~4.15.1.14.1.1~~4.14.1.1 Access to 2000 West, along the southern border Subject Area as depicted on Exhibit B, is based on UDOT approval that it be configured as a future shared access with the vacant commercial parcel to the south. Design of this shared access is subject to UDOT review and final approval.

~~4.15.1.24.1.1.2~~4.14.1.2 Said access to 2000 West shall connect through the commercial portion to the residential portion of the Subject Area as depicted on Exhibit B.

~~4.15.1.34.1.1.3~~4.14.1.3 The 2000 West access and connection through the Subject Area, as depicted on Exhibit B, shall be constructed with the first phase of development of the Subject Area. This access and connection shall be constructed concurrently with the 2650 North and 2100 West connections as it is vital to the overall access and circulation through the Subject Area.

~~4.15.2~~4.14.2 **Private Drive Standards.** ~~Private drives within the single family and townhome portions of the development will be at least 24 feet in width comprised of two foot rolled back curb and 20 feet of asphalt. No parking is allowed on the private drives. Each single lot/unit will have a 21-foot deep driveway for guest parking.~~

~~4.15.2.1~~4.14.2.1 ~~Private drives must not exceed 150 feet in length and must account for snow storage at the end of the drive.~~

~~4.15.2.2~~4.14.2.2 ~~No additional private drives are allowed beyond what is depicted on Exhibit B.~~

~~4.15.34.14.2~~4.14.2 **Culinary Water.** Culinary water main lines will be extended from the 2100 West

and 2650 North stub streets and looped through the development.

~~4.15.3.14.14.2.1~~ 4.14.2.1 A water line from 2000 West connecting to the water lines looping through the development will need to be constructed. Depending on the approved layout, the water line may be able to be placed through the commercial (PZ-zoned) portion of the Subject Area. A pressure reducing valve station will need to be constructed on the connection to the 2000 West water line.

~~4.15.3.24.14.2.2~~ 4.14.2.2 All water lines will be placed in public streets or in easily-accessible easements with a minimum width of 20 feet.

~~4.15.3.34.14.2.3~~ 4.14.2.3 The water line layout and details will be approved with the overall preliminary subdivision plat and commercial site plan.

~~4.15.44.14.3~~ 4.14.3 **Sanitary Sewer.** Sanitary Sewer main lines will be extended from the 2100 West and 2650 North stub streets based on details outlined in the approved overall preliminary subdivision plat. Any direct connection into trunk lines will require North Davis Sewer District (NDS) approval.

~~4.15.54.14.4~~ 4.14.4 **Storm Drain.** The storm drain located along the north property line of the Subject Area will remain. Owners will coordinate maintenance access points for this line with the City Engineer and Public Works Department based on the approved development plan.

~~4.15.64.14.5~~ 4.14.5 **Land Drain.** There are existing land drains on the private property within the Subject Area that will be required to be relocated into public streets. The land drain system must address the foundation drains for any structures that extend below ground level.

~~4.15.74.14.6~~ 4.14.6 **Secondary Water.** Secondary water (pressurized irrigation) service is provided by the Davis and Weber Counties Canal Company (DWCCC). Main lines will be required to be looped and connected to adjacent public streets. Owner will work with DWCCC to determine how best to handle secondary water meters for residential units/buildings fronting private drives. These details, together with approved service to the central open space area, will be specified with the overall preliminary plat approval.

~~4.164.15~~ 4.15 **Water Exactions.** Owners shall be responsible for complying with Clinton City's Water Exaction requirements effective on the date of execution of this agreement. The final amounts shall be determined upon review of the final development plans.

~~4.174.16~~ 4.16 **Not Considered Approvals.** Except as otherwise provided herein, these enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.

~~4.184.17~~ 4.17 **Amendments.** Owner agrees to limit development to the uses and requirements provided herein unless any of the Subject Area is rezoned. In such event, City and Owner mutually agree to amend this agreement in writing to reflect such rezoning.

~~4.194.18~~ 4.18 **Conflicts.** Except as otherwise provided, any conflict between the provisions of this Agreement and City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 **Issuance of Permits - Owner.** Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall make application for such permits directly to the Clinton City Community Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 **Completion Date.** Owner shall, in good faith, diligently pursue completion of the development of any portion of the subject area where construction is commenced.

Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owner's Undertakings.

ARTICLE VI REMEDIES

6.1 **Remedies for Breach.** In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within 30 days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty 30 day period, the Party receiving such notice shall, within such 30 day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

- 6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by Party in default or breach of its obligations;
- 6.1.2 Owner agrees not to contest the reversion of the zoning by the City Council to the previous zoning on the property, and hereby holds City harmless for such reversion of the zoning from PZ and R-M to A-1.

6.2 **Enforced Delay Beyond Parties Control.** For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 **Extensions.** Either Party may extend, in writing, the time for the other Party's performance of any term, covenant, or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant, or condition of this Agreement nor any other default or breach of this Agreement.

6.4 **Rights of Owner.** In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee, provided, Owner's cure period shall be extended by 30 days.

**ARTICLE VII
GENERAL PROVISIONS**

7.1 **Successors and Assigns of Owner.** This Agreement shall be binding upon Owner and its successors and assigns, and where the term “Owner” is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owner) of the Subject Area. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

7.2 **Notices.** All notices, demands, and requests required or permitted to be given under this Agreement (collectively the “Notices”) must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owner: CHARLES G. SUMMERS FAMILY TRUST
c/o JOHN W. DIAMOND IV
2536 East 6500 South
Ogden, Utah 84403

SHARON S. BINGHAM TRUSTEE AND
DOUG F. SUMMERS TRUSTEE
922 West 1620 North
Clinton, Utah 84015

JUDY FRANDBSEN TRUSTEE
4597 Blossom Glen Way
Roy, Utah 84076

ELLIS F. AND EMMA JANE BOUHUIS SUMMERS TRUSTEES
c/o JOANNE SUMMERS DANIELS
2657 North 2000 West
Clinton, Utah 84015

To City: CLINTON CITY CORPORATION
2267 North 1500 West
Clinton, Utah 84015
Attn: Dennis Cluff, City Manager
801/614-0700

Upon at least ten days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

7.3 **Third-Party Beneficiaries.** Any claims of third-party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.

7.4 **Governing Law.** It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.5 **Integration Clause.** This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.

7.6 **Exhibits Incorporated.** Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 **Attorney's Fees.** In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements, or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees. Upon either Party's request (or the request of Owner's assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

7.8 **Recordation.** This Agreement shall be recorded in reference to the property, and shall run with the land and be binding upon all successors in interest of the property.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

CLINTON CITY CORPORATION

By _____
BRANDON STANGER, Mayor

ATTEST:

By: LISA TITENSOR, City Recorder

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT:

MIKE HOUTZ, City Attorney

PETER MATSON, Director
Community Development

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

On this ____ day of _____ 20__, personally appeared before me _____ who being duly sworn, did say that he/she is the Mayor of CLINTON CITY, a municipal corporation of the State of Utah, and that the foregoing Agreement was signed in his/her capacity as Mayor on behalf of the City for approval of this Agreement.

Notary Public

OWNER SIGNATURE AND ACKNOWLEDGMENT

JOHN W. DIAMOND IV

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ___ day of _____, 20___, personally appeared before me John W. Diamond IV, who being duly sworn, did say that he is the _____ of the CHARLES G. SUMMERS FAMILY TRUST as the legal property owner of record of the property subject to this Agreement and that he has executed this Agreement with full authority to do so.

Notary Public

OWNER SIGNATURE AND ACKNOWLEDGMENT

JOANNE SUMMERS DANIELS

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ___ day of _____, 20___, personally appeared before me Joanne Summers Daniels, who being duly sworn, did say that she is the _____ of the ELLIS F. AND EMMA JANE BOUHUIS SUMMERS FAMILY TRUST as the legal property owner of record of the property subject to this Agreement and that he has executed this Agreement with full authority to do so.

Notary Public

OWNER SIGNATURE AND ACKNOWLEDGMENT

JUDY FRANDBSEN TRUSTEE

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ___ day of _____, 20___, personally appeared before me Judy Frandsen, who being duly sworn, did say that she is the _____ of the JUDY FRANDBSEN TRUST as the legal property owner of record of the property subject to this Agreement and that he has executed this Agreement with full authority to do so.

Notary Public

OWNER SIGNATURE AND ACKNOWLEDGMENT

DOUGLAS F. SUMMERS TRUSTEE

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ___ day of _____, 20___, personally appeared before me Douglas F. Summers, who being duly sworn, did say that he is represents SHARON S. BINGHAM AND DOUG F. SUMMERS TRUSTEES as the legal property owner of record of the property subject to this Agreement and that he has executed this Agreement with full authority to do so.

Notary Public

EXHIBIT A
SUBJECT AREA – ZONING MAP

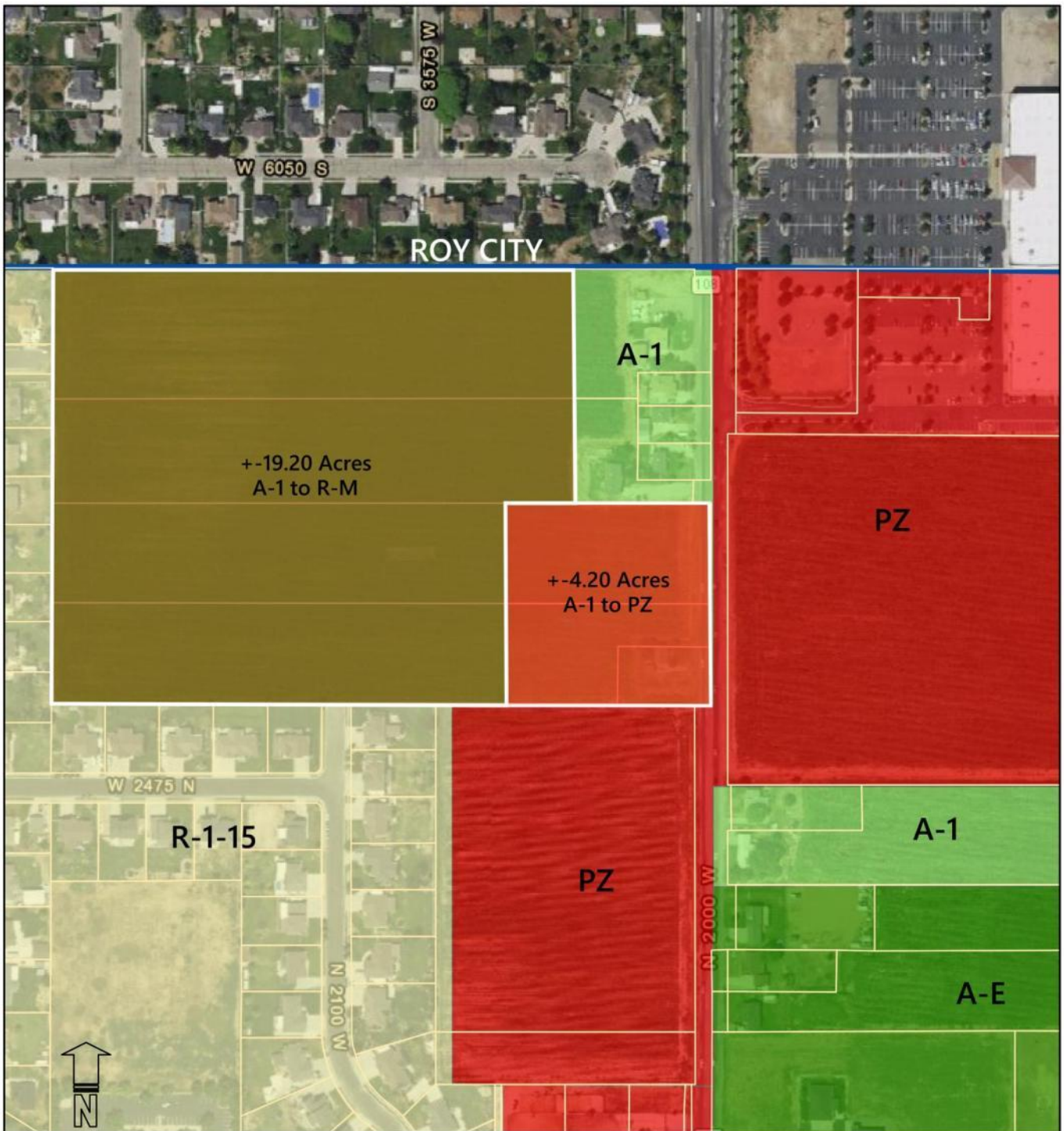


EXHIBIT B CONCEPT PLAN

Planned Development Clinton, UT

Parcel ID's : 130490028, 130490009,
130490013, 130490014, 130490015

Gross Acres: 23.38
2000 W Dedication Acres: 0.52
Net Acres: 22.86

Commercial Acres: 3.69
(Commercial site plan is conceptual
and subject to change.)

Residential Acres: 19.13
Transition SFD Acres: 2.92
Transition SFD Lots (7,500 SF Min): 7

3,500 SF Min. SFD Lots Acres: 7.50
No. of Lots: 53

Townhome Acres: 8.71
Townhome Units: 102

Total Lots/Units: 162

Net Residential Density: 8.47

Required Open Space Acres: 1.43
Open Space Acres Provided: 1.45



RedPine
Land & Development, LLC
Garrett Seely
garrett@redpineidland.com
801.372.2077
Derek Terry
dterry@gmail.com
435.668.6644

Stephen G. McCutchan
Land & Community Planning
PO Box 389 Draper, UT 84090
(801) 557-6945 steve@scplan@gmail.com

February 16, 2024

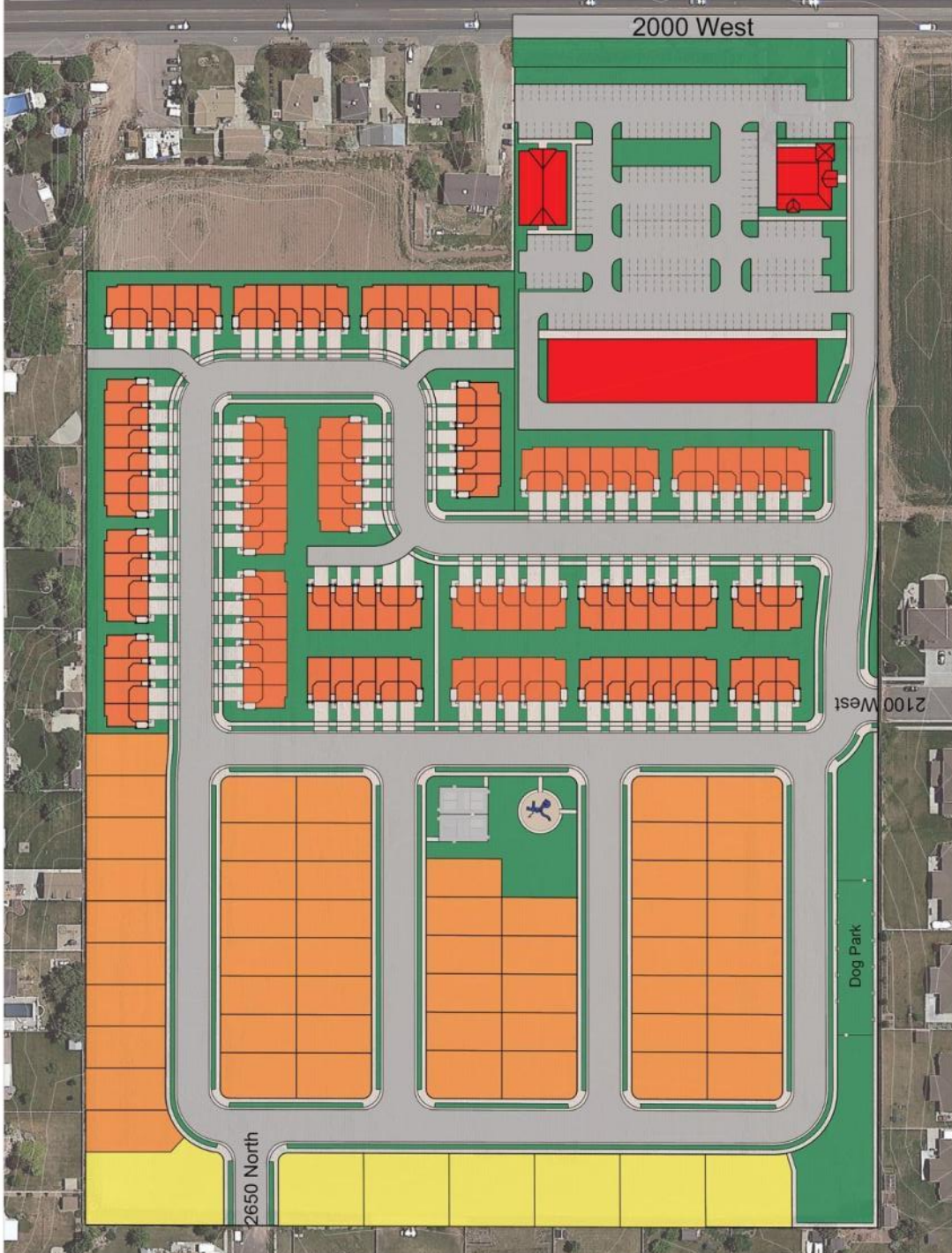
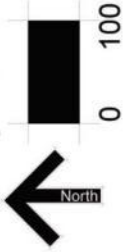


EXHIBIT C
SINGLE FAMILY HOUSING



**EXHIBIT D
TOWNHOMES**

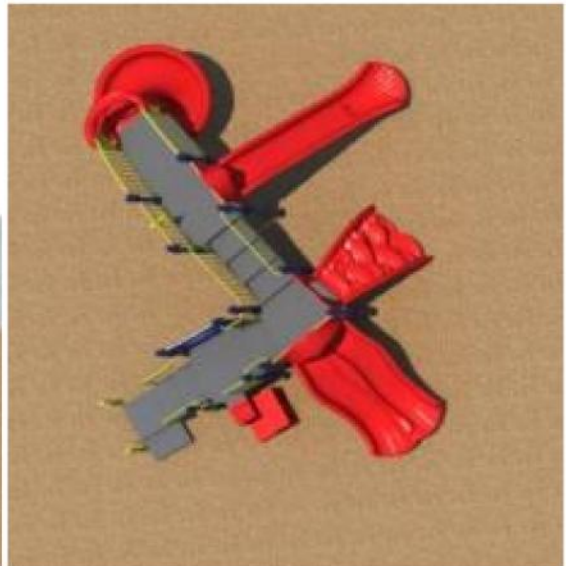


EXHIBIT E
FENCING



**EXHIBIT F
AMENITIES**

TOT LOT AND PARK BENCHES



Clinton Draft R-M/PRD Comparison with Summers Development Agreement

Chapter 28-7 PRD Overlay Zone	Summers Development Agreement
Section 28-7-5(4-11) Application of PRD to Underlying Zone	
Minimum Acreage	
o 3 acres	Yes - 19.20 acres
Development Spacing	
o Corner side yard – 15’ minimum	Yes - 15’+
o Rear yard – 15’ minimum	Yes - 15’+
o Side yard interior – 10’ SF/15’ MF	Yes – 10’/15’
o Side to Front/Side to Rear – 22’ minimum	Yes – 22’+
o Front to Front – 30’ minimum	N/A
o Front garage setback	Yes – 22’
o Minimum SF lot size – 3,500 sf	Yes
Building Height Design and Massing	
o Maximum Building Height – 2.5 stories (35’)	Yes
o Unit color variation	Yes – refined at preliminary
o 2’ unit setback variation	Assumed – refined at preliminary
o 2’ horizontal/vertical roofline shift	Assumed – refined at preliminary
o Real elevation articulation	Assumed – refined at preliminary
Parking – 2-car garage	Yes
Shared private access	Yes
Traffic Study – preliminary plat	Yes – conceptual plan
Front Entrance Feature	Yes
Transition from existing SF Res. – 7,500 sf lots	Yes – 7,500 sf minimum
Section 28-7-5(13) Minimum Open Space %	
7.50% or 1.43 acres	Yes – 1.45 acres
Open Space Accessibility – 1,000 walking distance from each residential unit/lot	Yes – 620’
Section 28-7-5(14) Density Bonus	
Recreation and Site Amenities	Two pickle ball courts, tot lot and dog park, and townhome walkway - density bonus possible
Exterior Building Materials	Proposed design meets minimum standards – density bonus possible
Fencing	Wood-textured vinyl perimeter and yard fencing – density bonus possible
Section 28-7-14 Streets, Circulation And Parking	
Public street and shared private access	Meets minimum standard



**CLINTON CITY COUNCIL MEETING MINUTES
CITY HALL
2267 North 1500 W Clinton UT 84015**

MAYOR
Brandon Stanger

CITY COUNCIL MEMBERS
Marie Dougherty
Gary Tyler
Dane Searle
Spencer Arave
Austin Gray

Date of Meeting	February 13, 2024	Call to Order: 7:00 PM
City Council & Staff Present	City Manager Trevor Cahoon, Police Chief Shawn Stoker, Fire Chief David Olsen, Community Development Director Peter Matson, Recreation Director Brooke Mitchell, Public Works Director David Williams, IT Specialist Dereck Bauer, JUB Engineer Bryce Wilcox, Treasurer Steve Hubbard, Court Administrator Amy Durrans and Lisa Titensor recorded the minutes.	
Attendees who signed the record	Dave Powers, Preston Anderson, Chad Hansen, Richard Higginson, Mike Hatch, Russ Mato, Beth Johnson,	
Invocation or Thought & Pledge of Allegiance	Councilmember Dougherty	
Roll Call & Attendance Of City Council	Mayor Stanger, Councilmember Arave, Councilmember Dougherty, Councilmember Gray, Councilmember Searle arrived at 6:22 pm, Councilmember Tyler	
Public Input	There was none.	
A. FIRE DEPARTMENT BADGE PINNING		
Petitioner	Fire Chief Dave Olsen	
Discussion	Fire Chief Olsen swore in the following individuals: Firefighter/Paramedic Chanler Wade Firefighter/Paramedic Katelyn Lee	
B. <u>TO BE POSTPONED - PUBLIC HEARING RESOLUTION 20-23</u>, PROPOSED DEVELOPMENT AGREEMENT FOR APPROX. 19.20 ACRES ZONED R-M (MULTI-FAMILY RESIDENTIAL) AND 4.20 ACRES ZONED PZ (PERFORMANCE ZONE) LOCATED AT APPROX. 2541 NORTH 2000 WEST		
Petitioner	Charles G. Summers Family Trust, Sharon S. Bingham and Doug F. Summers Trustees, Judy Frandsen Trustee, and Ellis F. and Emma Jane Bouwhuis Summers Trustees Property Owners are represented by Derek Terry and Garrett Seely. Submitted By: Peter Matson, Community Development	
Discussion	The discussion for this development agreement and resolution has been requested to be postponed to the next City Council meeting.	
CONCLUSION	<i>Councilmember Dougherty moved to postpone <u>Resolution 20-23</u>, A Proposed Development Agreement for Approx. 19.20 Acres Zoned R-M (Multi-Family Residential) and 4.20 acres Zoned PZ (Performance Zone) Located at Approx. 2541 North 2000 West to February 27, 2024 . Councilmember Arave seconded the motion. Voting by roll call is as follows: Councilmember Arave, aye; Councilmember Dougherty, aye; Councilmember Gray, aye and Councilmember Tyler, aye.</i>	

C. DECLARATION OF SURPLUS VEHICLES	
Petitioner	Trevor Cahoon, Dave Williams
Discussion	Public Works requested the following equipment and vehicles which have been replaced be declared as surplus and sold off at auction. Police.....2012 Dodge Charger Police.....2014 Dodge Charger
CONCLUSION	<i>Councilmember Gray moved to declare the vehicles listed above as surplus and authorize staff to sell them at auction. Councilmember Tyler seconded the motion. Voting by roll call is as follows: Councilmember Arave, aye; Councilmember Dougherty, aye; Councilmember Gray, aye and Councilmember Tyler, aye.</i>
D. 800 NORTH: 1000 WEST TO 450 WEST PROJECT BID AWARD	
Petitioner	David Williams, Bryce Wilcox
Discussion	Clinton, Clearfield, Sunset Cities and the Weber Basin Water Conservancy District have joined together to reconstruct 800 North from 1000 West to 450 West. A map of the project area is attached to the staff report. Clinton City is the lead agency and is responsible for overseeing the project. The Interlocal agreement was approved on October 24, 2023. The project bid opening was on January 24, 2024. There were 6 bids received for the project. The bid tabulation is attached to the staff report. There were 3 bid sections. Section A is the roadway and bridge. Section B is the Clearfield City waterline. Section C is the Weber Basin water line. The grant from Davis County is for \$1,516,000 and is for the roadway portion on Schedule A. The low bidder on the project was Leon Poulsen Construction with the following bid. Schedule A: \$ 2,025,133.00 Schedule B: \$604,913.00 Schedule C: \$1,848,351.00 Total: \$4,478,397.00 The following is the estimated cost breakdown per entity for the total project costs based on the Interlocal agreement. The costs are higher than anticipated in the Interlocal agreement. Clinton Total: \$374,460.27 Clearfield Total: \$994,479.50 Sunset Total: \$15,106.23 Weber Basin Total \$1,848,351.00 The existing budget is \$150,000 for the project in account #43. The remaining \$225,000 will come from account 37 and storm drain impact fees. The project will be completed in November 2024 so funding will come from this fiscal year and next fiscal year. The Weber Basin Water Conservancy District Board has agreed to their construction costs. Clearfield and Sunset Cities are in the process of approving their costs.
CONCLUSION	<i>Councilmember Tyler moved to award the total project of \$4,478,397.00 to Leon Poulsen Construction for 800 N from 1000 W to 450 W subject to construction cost approvals by Clearfield and Sunset Cities. Councilmember Arave seconded the motion. Voting by roll call is as follows: Councilmember Arave, aye; Councilmember Dougherty, aye; Councilmember Gray, aye and Councilmember Tyler, aye.</i>

E. <u>RESOLUTION 06-24</u>, 2024 CDBG GRANT APPLICATION	
Petitioner	Bryce Wilcox, David Williams
Discussion	<p>Over the last several years Clinton has been applying for Community Development Block Grants (CDBG) to replace Curb Ramps with ADA curb ramps. ADA requirements changed in the early 2000's so many of the ramps in the city do not meet current compliance requirements. We replace curb ramps with street projects and have completed 3 CDBG projects for curb ramps.</p> <p>We are applying for another curb ramp project from CDBG. The map attached to the staff report shows the location of this year's project and the previous projects. We are requesting a \$125,000 project with a \$100,000 CDBG grant and a \$25,000 city match.</p> <p>The City needs to pass a Resolution supporting the submission of a CDBG grant application. The use of the CDBG grants to replace curb ramps has been extremely helpful. Staff recommends the council pass the resolution supporting the CDBG application.</p>
CONCLUSION	<i>Councilmember Arave moved to adopt Resolution 06-24 authorizing staff to submit the 2024 CDBG grant application. Councilmember Gray seconded the motion. Voting by roll call is as follows: Councilmember Arave, aye; Councilmember Dougherty, aye; Councilmember Gray, aye; Councilmember Searle, aye; and Councilmember Tyler, aye.</i>
F. <u>RESOLUTION 07-24</u>, INTERLOCAL AGREEMENT WITH LAYTON CITY FOR FIRE DEPARTMENT STATION ALERTING	
Petitioner	Fire Chief David Olsen
Discussion	<p>This contract was a part of the dispatch virtual consolidation agreement/conversation in Davis County. Layton City agreed to house and maintains the virtual dispatch server, and the upgraded station alert server for the county Fire Departments.</p> <p>Layton City had a greater need to move forward more quickly than the rest of the county because the old station alert system was not upgradeable and they were in the process of opening their 4th fire station. As a result, Layton City covered the upfront costs of the equipment, knowing that the rest of the Fire Departments in the county agreed to pay their portion of the equipment once they were ready to go on-line with the new system.</p> <p>One time cost(s)</p> <ul style="list-style-type: none"> · Station Alerting Server shared cost \$2250.00 · FIPO CAD Interface: \$1000.00 · Secondary USDD radio backup \$1788.00 <p>Total cost: \$5038.00</p> <p>There will be an additional \$250.00 annual maintenance fee. This fee is included in next year's proposed Fire Department budget.</p>
CONCLUSION	<i>Councilmember Dougherty moved to Approve the Alerting System Cost Sharing Agreement with Layton City for \$5,038 plus an additional annual cost of \$250 maintenance fee and authorize City Manager Trevor Cahoon to sign the agreement. Councilmember Tyler seconded the motion. Voting by roll call is as follows: Councilmember Arave, aye; Councilmember Dougherty, aye; Councilmember Gray, aye and Councilmember Tyler, aye.</i>

G. REQUEST FOR ADDITIONAL FUNDS FOR HERITAGE DAYS CELEBRATION	
Petitioner	Brooke Mitchell
Discussion	The City Council would like to see more attractions at the Heritage Days Celebration for Citizens. To accomplish this, the budget for GL# 10-7166 will need to be increased by \$6,700.
CONCLUSION	<i>Councilmember Tyler moved to authorize a budget amendment to increase the 2024 Heritage Days Budget Fund GL#10-7166 to add more attractions to the Celebration. Councilmember Arave seconded the motion. Voting by roll call is as follows: Councilmember Arave, aye; Councilmember Dougherty, aye; Councilmember Gray, aye and Councilmember Tyler, aye.</i>
H. PLANNING COMMISSION APPOINTMENTS AND MEETING SCHEDULE CHANGE	
Petitioner	Mayor Stanger
Discussion	<p>The Planning Commission currently has a vacancy. Mayor Stanger would like to appoint the following individuals:</p> <p>Dave Jones Chad Hansen</p> <p>To the Planning Commission for a term to end December 31, 2026.</p> <p>Also, to accommodate a more efficient meeting schedule, he would like to move the Planning Commission meetings from the first and third Tuesdays of each month to the first Tuesday of each month to begin at 6 pm.</p>
CONCLUSION	<i>Councilmember Arave moved to Ratify the Mayor’s appointment of Dave Jones and Chad Hansen to the Clinton City Planning Commission for a term ending December 31, 2026 and move the meeting time of the Planning Commission to the first Tuesday of the month with a starting time of 6 pm. Councilmember Gray seconded the motion. Voting by roll call is as follows: Councilmember Arave, aye; Councilmember Dougherty, aye; Councilmember Gray, aye; Councilmember Searle, aye; and Councilmember Tyler, aye.</i>
I. <u>PUBLIC HEARING ORDINANCE 24-01Z, PROPOSED TEXT AMENDMENTS TO TITLE 28, CLINTON CITY ZONING ORDINANCE, REGARDING UPDATES TO THE R-M (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT (CHAPTER 28-15) DEVELOPMENT STANDARDS; AND CONSIDERATION OF A NEW PLANNED RESIDENTIAL DEVELOPMENT (PRD) OVERLAY ZONE</u>	
Petitioner	Peter Matson, Community Development
Discussion	<p>Ordinance 24-01Z includes Exhibit A which provides updates to the R-M zone shown with strike-out and underlined text, and Exhibit B that includes a new PRD overlay zone (Chapter 28-07).</p> <p>PROPOSED CHANGES FOR CONSIDERATION: Existing standards in the R-M zone address development of up to six attached unit buildings at a density range up to 12 units per acre. The zone does not address, nor is it proposed to address, development of stacked units typical of an apartment building. The current building setbacks in the R-M zone are larger than what is typical for single family and townhome buildings. Proposed updates to the setbacks are shown in the attached Exhibit A of Ordinance 24-01Z. Additionally, State law only allows design standards to apply only to dwellings with three families or more, but in the PRD overlay zone, design standards can apply to all dwellings.</p> <p>The PRD overlay zone outlined in Ordinance 24-01Z Exhibit B provides a framework for the development of small-lot single-family, twin homes, and townhomes within a master planned environment. It balances the need for flexibility and creativity with the goal of maintaining the integrity and character of the surrounding neighborhood.</p> <p>The PRD overlay zone aims to promote the development of well-designed, high-quality</p>

housing options that are compatible with the surrounding neighborhood. It encourages innovative site planning, creative building designs, and the preservation of open space. By allowing modifications to the underlying zoning regulations, it provides developers with the flexibility needed to create unique and attractive residential developments.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission reviewed these ordinance updates and amendments during a public hearing on January 16, 2024. A handful of residents were present – one expressed support for the Commission’s opinion about the ordinance amendments while others expressed concern that the Commission was being too conservative in their approach to density and private streets.

The Commission recommended the Council approve the ordinance updates and amendments with the following specifics for the Council’s consideration:

- 8 units/acre as the maximum base density and 10 units/acre maximum density;
- Density bonus up to 25% for major for the betterment of the development and community such as land dedication for parks/open space and trails;
- Minimum 2-car garage for all residential unit/dwelling types;
- Private drives (20’ asphalt) should not be allowed;
- Private alleys allowed if it provides a through connection and large enough for fire vehicles/garbage trucks and snow storage;
- Allow the option of a reduced-width public street with a minimum 26’ of asphalt width; and

Remove the provision for a Design Review Committee (DRC) since the density bonus does not include site or building design options for a density bonus.

Mayor Stanger opened the public hearing at 6:29 pm. With no public comment, he closed the public hearing.

City Manager Cahoon reviewed the following information with the Council.

During assessment of the ordinance with current design concepts, we noticed a challenge with open space. Implementing a sliding scale for open space requirements based on density can lead to a difficult application of the rules. Specifically, developers seeking to increase density by adding design features or amenities might hesitate because it would obligate them to allocate more land to open space. A more straightforward approach would be to mandate a fixed percentage of open space across all projects, regardless of density, and then allow developers to opt for additional open space contributions in exchange for permission to concentrate more development in certain areas and have a density bonus as well. We suggest a baseline open space requirement of 7.5%. This level is significant enough to make an impact but also aligns with our goal of promoting water-efficient landscaping.

Additionally, we've identified an alternative approach for managing transitions between different land uses that we hadn't previously considered. Instead of basing transitions on the size of the area, a "lot-for-lot" requirement could be a viable solution. For instance, if a development is adjacent to an area with 14 single-family homes, the developer would be limited to creating a maximum of 14 lots along the bordering side. This method ensures the new development mirrors the density of the neighboring single-family zone. While we don't have a strong preference for this method, we present it as a flexible option that could simplify code administration.

During a lengthy discussion the Council made the following changes to the ordinance prior to approval:

Exhibit B modifications:

	<p>28-75-5(b) amend with</p> <ul style="list-style-type: none"> • B. Buildings with attached units that back or front along the perimeter of the development visible to an outside street or trail shall avoid the appearance of a flat wall through two-foot shifts in wall of alternating units and minimum four-inch stucco or cement board wrap of all rear wall corners. • C. Buildings with four or more attached units shall provide: <ul style="list-style-type: none"> I. A mixture of four-, five- or six-unit buildings that alternate in color or shade of color; or, II. Include articulation in roofline. • D. Buildings with five or six units may be used back-to-back in the interior of the development, <p>Add section for guest parking:</p> <ul style="list-style-type: none"> • Guest parking ratio is one to five for front load with a two car driveway and a one to two ratio for any rear load units <p>Add section for porches</p> <ul style="list-style-type: none"> • Add 5’ side yard encroachment for porches allowed as in the front yards. <p>Fixed open space</p> <ul style="list-style-type: none"> • 7 ½ percent for 8, 10 & 12.
<p>CONCLUSION</p>	<p><i>Councilmember Searle moved to adopt Ordinance 24-01Z amending Title 28 (Zoning) updating to the R-M (Chapter 28-15 - Multi-Family Residential) Zone and adopting a new Planned Residential Development (Chapter 28-07 - PRD) Overlay Zone. Councilmember Gray seconded the motion. Voting by roll call is as follows: Councilmember Arave, aye; Councilmember Dougherty, no, because she thought the council should vote separately on the base zone and the overlay zone, in which case she would vote yes on the base zone. But seeing as the two zone ordinances were combined into one vote, she would have to vote no because she could not justify to the public the overlay’s allowance of up to 12 units per acre”; Councilmember Gray, aye; Councilmember Searle, aye; and Councilmember Tyler, no.</i></p>
<p>Approval of Minutes</p>	<p><i>Councilmember Tyler moved to approve the minutes of the January 9, 2024 City Council Meeting. Councilmember Gray seconded the motion. Voting is as follows: Councilmember Arave, aye; Councilmember Dougherty, aye; Councilmember Gray, aye; Councilmember Searle, aye; and Councilmember Tyler, aye.</i></p>
<p>Accounts Payable</p>	<p><i>Councilmember Searle moved to authorize the payments. Councilmember Tyler seconded the motion. Council members’ Arave, Dougherty, Gray, Searle and Tyler voted in favor of the motion.</i></p>
<p>Planning Commission Report</p>	<p>The Planning Commission will meet next on March 7, 2024.</p>
<p>City Manager Reports</p>	<p>Asked the City Council to attend a Budget Retreat on March 22, 2024. The retreat will also include segments on:</p> <ul style="list-style-type: none"> • IT Updates • Budget • Team Building
<p>Staff reports</p>	<p>Nothing at this time.</p>
<p>Councilmember Arave</p>	<ul style="list-style-type: none"> • Attended the RAB Meeting • The Arts Board will meet Feb. 15 • Upcoming Arts Board Events will be included in the newsletter.
<p>Councilmember Dougherty</p>	<ul style="list-style-type: none"> • Attended her first Mosquito Abatement District Board Meeting.
<p>Councilmember Gray</p>	<ul style="list-style-type: none"> • March 15, the Youth Council will attend a Leadership Retreat at Utah State

	<ul style="list-style-type: none"> • West Davis Chamber of Commerce will host a Business Night at Clinton Recreation on Feb 28, 2024 at 6 pm • Thank you to the Police & Fire for holding an event on mental health for first responders.
Councilmember Searle	<ul style="list-style-type: none"> • Reported the Sewer District empties three dumpsters per day of flushable wipes.
Councilmember Tyler	<ul style="list-style-type: none"> • The Davis Chamber is watching bills being addressed at the Legislature. • They Agreed to support Representative Peterson’s bill HB 221 regarding schools. • Thanked our First Responders for their service in the community.
Mayor Stanger	<ul style="list-style-type: none"> • Thanked everyone for their hard work on the RM Ord.
ADJOURNMENT	<p><i>Councilmember Searle moved to adjourn. Councilmember Tyler seconded the motion. Council members’ Arave, Dougherty, Gray, Searle and Tyler voted in favor of the motion. The meeting adjourned at 8:12 pm.</i></p>

*Dated this 27th day of February 2024
/s/Lisa Titensor, Clinton City Recorder*

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Discussion on Administrative Code Enforcement	AGENDA ITEM: Work Session
PETITIONER: Trevor Cahoon, City Manager Keaton Jones, Planner I	MEETING DATE: February 27, 2024
RECOMMENDATION: Discussion on Code Amendments	TYPE OF VOTE: None
FISCAL IMPACT: Minor Impact to Tracking Software	
BACKGROUND: Currently Clinton City's Code Enforcement efforts are largely criminal in nature by virtue of the code. A request was made by the City Council and Mayor to modify the ordinance allowing for a civil enforcement to provide greater effectiveness at enforcement. This discussion will center around the implementation of new code language to provide for the procedure and practice of Administrative Code Enforcement. This presentation by staff will provide an overview of the proposed process and an implementation timeline based on the new procedure. It is proposed that we will expand the tool kit available.	
ATTACHMENTS: Exhibit A - Further Background	

Exhibit A - Further Background

1. **Streamlining Processes:** Our goal is to resolve issues more swiftly and efficiently, reducing the need for lengthy legal procedures. This update allows us to handle violations in a more straightforward manner.
2. **Adapting to Different Situations:** By introducing a variety of enforcement options, we can tailor our approach based on the severity of the violation. This flexibility ensures that minor issues can be resolved quickly, while more serious concerns receive the attention they require.
3. **Prioritizing Public Safety:** The health and safety of our community are paramount. These changes enable us to address violations more effectively, reducing potential risks to our residents.
4. **Encouraging Voluntary Compliance:** The updated ordinance emphasizes cooperation over confrontation. By encouraging property owners to work with us in resolving violations, we foster a collaborative community spirit.
5. **Ensuring Fairness:** With clear procedures for notices, hearings, and appeals, we ensure that everyone is treated fairly. This transparency builds trust in our enforcement process and clarifies the responsibilities of all parties involved.

Criminal Enforcement

Criminal enforcement is utilized for the most serious violations that pose significant risks to public safety, health, or welfare. This type involves violations that are explicitly prohibited by law and are punishable by criminal penalties, such as fines, imprisonment, or both. The process typically starts with a criminal citation issued by law enforcement officers, followed by a court process where the violator is entitled to a trial and legal representation. Criminal enforcement is chosen for egregious violations, repeat offenders, or when the violation causes direct harm to individuals or the community.

Civil Citation

Civil citation is a non-criminal enforcement action used for less severe violations that do not warrant criminal prosecution but still require correction. It is a formal notice issued to the violator, outlining the specific ordinance or code being violated, the necessary corrective action, and a deadline for compliance. Civil citations often come with fines or penalties, which can escalate for repeated violations or non-compliance. This enforcement type encourages voluntary compliance while providing a mechanism for penalties if the violation is not addressed.

Abatement

Abatement actions are taken to physically correct a violation, typically when the violator fails to comply voluntarily or when the violation presents an immediate danger. This process involves the government or authorized entities stepping in to remove, repair, or otherwise correct the violation, with the costs often recovered from the violator. Abatement is used for situations where immediate action is necessary to protect public health or safety, such as removing hazardous materials or securing unsafe structures.

Nuisance

Nuisance enforcement addresses conditions on a property that negatively affect the safety, health, or comfort of the public or community. This can include issues like excessive noise, unsafe buildings, or environmental

hazards. Nuisance violations are often subjective and require a balance between the rights of the property owner and the community's interests. Enforcement typically involves notices to the property owner to correct the issue, followed by more severe measures like fines, abatement, or legal action if the problem persists.

Each of these enforcement types serves a different purpose and is chosen based on the nature of the violation, the potential impact on the community, and the violator's history and willingness to comply. They offer a range of tools for code enforcement officers to ensure compliance with local laws and ordinances, protecting public health, safety, and welfare.

Collection of Fines and Recordation on Property

Collection of Fines:

- The enforcement process emphasizes the importance of recovering costs incurred by the City in ensuring compliance with ordinances. This includes the actual costs of abatement, reinspection fees, filing fees, attorney fees, hearing officer fees, title search, and any other actual costs incurred for each case.
- The City has the authority to assess these costs against the responsible person. Once a notice of violation has been issued, the property is subject to one inspection upon request. Additional inspections incur reinspection fees according to the City fee schedule.
- Notification of assessment and collection of reinspection fees is included in the notice of violation. Failure to pay assessed costs by the specified deadline results in a late fee. The City is also authorized to assess administrative fees for costs related to the code enforcement program, including the investigation of violations, preparation for hearings, and the collection process.

Recordation on Property:

- To enforce violations related to real property, the City records notices of violation and Hearing Officer Orders with the County Recorder. This action does not encumber the property but notifies future interested parties of any continuing violation.
- If a property remains in violation after the deadline established in the notice or if no request for an administrative hearing has been filed following an administrative citation, the Code Enforcement Coordinator records a notice of violation. Similarly, if an administrative hearing results in an order in the City's favor, the order is recorded.
- The recordation includes the property owner's name, parcel number, legal description, a copy of the notice or order, and any other relevant information.
- Upon correcting the violations, the responsible person or property owner can request an inspection for compliance. A notice of compliance is served if the violations have been corrected, which includes correcting all violations listed, issuing and finalizing all necessary permits, and paying all assessed fines, costs, and administrative fees. The issuance of municipal permits and business licenses may be withheld until a notice of compliance is issued. Once compliance is achieved and documented, a notice of compliance is recorded, effectively canceling the previously recorded notice of violation or order but not affecting any outstanding fines, fees, or costs.

Breakdown of Process

Category	Criminal	Civil (Citation)	Civil (Abatement)	Nuisance
Criteria	<ul style="list-style-type: none"> - Prior violations - Causes injury - Multiple violations in single episode 	<ul style="list-style-type: none"> - Single violation - No abatement or remedial action required 	<ul style="list-style-type: none"> - Violation will continue to exist without abatement or remedial action 	<ul style="list-style-type: none"> - Often involves conditions on real property - Violation is a threat to public health, safety, welfare, or obstructs, injures, or interferes with the reasonable or free use of property
Available Penalties	Class B misdemeanor (\$1,000 fine and/or six months imprisonment)	<ul style="list-style-type: none"> - Fees (\$100 for 1st violation; \$200 for 2nd; \$400 for 3rd or more) - Civil penalties (\$100 min; \$1,000 max/day) 	<ul style="list-style-type: none"> - Fees - Abatement - Civil penalties (\$100 min; \$1,000 max/day) 	<ul style="list-style-type: none"> - Fees - Abatement - Civil penalties (\$100 min; \$1,000 max/day)
Issuing Authority	Davis County Sheriff	Code Enforcement Officer	Code Enforcement Officer	Code Enforcement Officer
Enforcement Body	Justice Court	Appeal Authority	Appeal Authority	Appeal Authority
Issuing Process	Criminal Citation	Notice of Violation w/ at least ten (10) days to cure	Notice of Violation w/ at least ten (10) days to cure	Notice of Violation w/ at least ten (10) days to cure
Enforcement Process	Criminal Trial	Hearing before Appeal Authority	Civil penalties accrue daily; abatement available after cure period expires	Civil penalties accrue daily; abatement available in some circumstances
Due Process Rights	Trial before Justice Court Judge	Hearing before Appeal Authority	Hearing before Appeal Authority	Hearing before Appeal Authority
Record Against Property	NO	NO	Yes, but may not be converted into lien without District Court order	Yes, and abatement costs may be converted into a tax lien administratively