



## **CLINTON CITY COUNCIL AGENDA**

2267 N 1500 W Clinton, UT 84015

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

**November 28, 2023**

[Click Here for ZOOM Meeting Link](#)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 891 7487 5476 Pass Code: 012738

Mayor

Brandon Stanger

City Council

Marie Dougherty

Dane Searle

Anna Stanton

J. Stark

Gary Tyler

### **I. REGULAR SESSION – 7:00 P.M.**

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 [titensor@clintoncity.com](mailto:titensor@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. Public Hearing, A Rezone Request by Derek Terry of 4.20 Acres from A-1 (Agricultural) to PZ (Performance) Zone and Approx. 19.20 Acres from A-1 to R-M (Multi-Family Residential). The R-M Rezone is Accompanied by a Request to Amend the General Plan from a Future Land Use Designation of PZ and R-1-15 to R-M. The Property is Located at Approximately 2600 N 2000 W (Parcels 13-490-0028, 13-049-0009, 13-049-0013, 13-049-0014, and 13-049-0015)
- B. Public Hearing, Ord 23-10Z, Zoning Ordinance Text Amendments to the Landscaping Provisions of the Zoning Title with Specific Regulations Regarding Water Efficient Landscape Standards for Commercial Properties
- C. Contract Ratification of New City Manager
- D. UDOT 2000 West Betterment Agreement-Amendment #1
- E. 2000 West UDOT Widening Project-Sale and Transfer of Ownership of Parcels Needed for Widening

### **IV. OTHER BUSINESS**

- a. Approval of Minutes: November 14, 2023 City Council; November 16, 2023 Special City Council Meeting, November 20, 2023 Special City Council Meeting
- b. Approval of Accounts Payable
- 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**

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 22th day of November, 2023  
/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](http://www.clintoncity.com) and on the Utah Public Notice Website [www.utah.gov/pmn](http://www.utah.gov/pmn)*
- *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

<p><b>SUBJECT: <i>Public Hearing:</i></b> Review and action on a rezone request by Derek Terry of 4.20 acres from A-1 (Agricultural) to PZ (Performance) zone and approximately 19.20 acres from A-1 to R-M (Multi-Family Residential). The R-M rezone is accompanied by a request to amend the General Plan from a future land use designation of PZ and R-1-15 to R-M. The property is located at approximately 2600 North 2000 West (Parcels 13-490-0028, 13-049-0009, 13-049-0013, 13-049-0014, and 13-049-0015).</p>	<p><b>AGENDA ITEM:</b> A</p>
<p><b>PETITIONERS:</b> 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 represented by Derek Terry and Garrett Seely.</p> <p><b>SUBMITTED BY:</b> Peter Matson, Community Development</p>	<p><b>MEETING DATE:</b>  November 28, 2023</p>
<p><b>ORDINANCE REFERENCES:</b> General Plan/Master Land Use Map, Zoning Map and Zoning Ordinance (Title 28)</p>	<p><b>ROLL CALL VOTE:</b>  <b>YES</b></p>
<p><b>RECOMMENDATION:</b> To adopt Resolution 19-23 approving the General Plan amendment from a future land use designation of PZ and R-1-15 to R-M; adopt Ordinance 23-07Z approving the rezone from A-1 to PZ; and adopt Ordinance 23-08Z approving the rezone from A-1 to R-M for property located at approximately 2600 North 2000 West (Parcels 13-490-0028, 13-049-0009, 13-049-0013, 13-049-0014, and 13-049-0015). The General Plan amendment and rezones should be subject to adoption of Resolution 20-23 approving the Development Agreement between the property owners and the City.</p>	
<p><b>DESCRIPTION OF GENERAL PLAN AMENDMENT AND REZONE AREA:</b> The rezone request consists of five parcels totaling approximately 23.40 acres located at approximately 2600 North on the west side of 2000 West. The subject property includes a single family home situated on southern portion of the 2000 West frontage. The General Plan future land use map recommends the front (east) portion of the site (500’ depth from 2000 West) for PZ zoning and the remaining western portion for R-1-15 zoning (see attached Zoning Maps and General Plan Future Land Use Maps). The proposed +/-4.20 acres of PZ zoning is consistent with the General Plan recommendation. The proposed +/-19.20 acres of R-M zoning is not consistent with the current General Plan recommendation and therefore, the applicant is requesting the General Plan amendment to match the requested R-M rezone.</p> <p>The residential portion shown on the proposed concept plan represents a transition of density from east to west. This is accomplished by situating the townhome portion adjacent to planned PZ zoned area, and placing detached single family homes on the western portion of the site next to existing single family neighborhoods.</p> <p><b>BACKGROUND INFORMATION:</b> The City Council held a public hearing and reviewed this proposal on August 22, 2023. After receiving public input from the many residents in attendance, the Council tabled the decision requesting the applicant meet with UDOT regarding access options to 2000 West and complete a traffic study to examine traffic access and circulation issues as they relate to 2000 West and the street connections to the surrounding neighborhoods. Since the public hearing was not continued to a specific date, notice for this hearing has been provided as required by City and State law.</p> <p><b>TRAFFIC IMPACT STUDY:</b> UDOT has confirmed that access to 2000 West, along the southern border of the development site, will be allowed under the proposed mixed use scenario with the stipulation that it be configured as a future shared access with the vacant commercial parcel to the south. A Trip Generation Memo from the completed 118-page Traffic Impact Study is attached which compares the trip generation and traffic distribution estimates of the current General Plan recommendation with the proposed land use and density depicted on the applicant’s mixed-use concept plan.</p> <p>The Trip Generation Memo provides the following summary of findings: Under the current Plan for R-1-15, which would produce an estimated 50 single family homes, the entire amount of traffic (472 daily trips) would be passing on the connecting residential streets because it is unlikely UDOT would allow a connection to 2000 West. The proposed mixed-use development will generate more traffic (3,116 daily trips), but the amount of traffic expected to use the connecting neighborhood roads is between 5-10%, which would be 312 daily trips compared to the projected 472 trips from 50 single</p>	

family homes. The 312 trips are likely to be existing residents using the connecting streets to access the commercial development or as a short cut to 2000 West.

The city engineer reviewed the traffic study and requested clarification regarding the assumptions used to calculate the estimated trips from the proposed development. Additional information was also requested addressing travel time estimates from the site to surrounding arterial streets. The traffic engineer's response provides some clarification regarding the assumptions used in study, but it's become clear that an in-person meeting with the two engineers is warranted. Staff is working to schedule a discussion meeting prior to the hearing and a summary of this discussion will be provided at or prior to the Council meeting.

**DEVELOPMENT AGREEMENT:** Given the complexity of this request and the fact that the R-M zoning district standards lack sufficient detail for such a project, a development agreement is proposed. The draft development agreement is attached which describes what the City agrees to provide (City's Undertakings) and what the owner/developer agrees to complete (Owner's Undertakings and Rights). The draft agreement includes additional sections common in most municipal development agreements including Article VII specifying that the terms of the agreement are binding upon the owners and successors and assignees (future owners and developers). Updates to the Agreement since the last meeting include the following - Exhibit B has been updated to reflect the change to the concept plan showing the access to 2000 West and a description of this access has been added to Section 4.14.11 of the Agreement, Section 4.5 includes a more detailed description of the main and secondary open space areas with specifics and exhibits regarding park benches, play structure and pickle ball court, Subsection 4.7.6 is updated

The more substantive language of the development agreement is found in Article IV, which describes what the Owner, and subsequent developer, agrees to if the General Plan amendment and rezones are approved. More specifically, this portion of the agreement provides guidelines and standards regarding the maximum density of the project, residential site amenities, residential design standards, site development standards, landscaping, fencing, HOA requirements, and public utilities. These items should be considered conditions upon which a decision is made to amend the General Plan and change the zoning.

Moreover, the development agreement is important because the City's R-M zoning regulations presently are not sufficient with regards to basic development standards, design guidelines and private drive standards. If approved, the development agreement will be recorded against each of the parcels within the subject area, and any future owners or developers will be required to adhere to its standards.

**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission reviewed this proposal during a public hearing on August 15, 2023. Several residents from the neighborhoods to the west and south were present and expressed concerns focusing mostly on the proposed increase in density and the additional traffic they're likely to experience once the 2650 North and 2100 West stub streets are connected to the new development. The Planning Commission voted to recommend to the Council denial of the General Plan amendment and rezone requests based primarily on traffic impacts on surrounding neighborhoods and the proposed increase in density.

**ATTACHMENTS:**

- (A) Resolution 19-23 – General Plan Amd., Ordinances 23-07Z – PZ Rezone and 23-08Z – R-M Rezone
- (B) Zoning and General Plan Maps
- (C) Concept Plan
- (D) Resolution 20-23
- (E) Draft #4 Development Agreement between Clinton City and Summers Family

# RESOLUTION NO. 19-23

## A RESOLUTION AMENDING THE CLINTON GENERAL PLAN, BY CHANGING THE LAND USE RECOMMENDATION FOR 19.1919 ACRES LOCATED AT APPROXIMATELY 2600 NORTH 2000 WEST FROM PZ AND R-1-15 TO R-M.

**WHEREAS**, the General Plan is to provide a vision for orderly growth for the positive development of the community; and

**WHEREAS**, owners of property located at approximately 2600 North 2000 West wish to develop a planned residential community; and

**WHEREAS**, the proposed development requires a rezone from A-1 (Agriculture) to R-M (Multi-Family Residential); and

**WHEREAS**, in order to rezone the owners' property, an amendment to the General Plan is required; and

**WHEREAS**, the proposed development will aid in the development of moderate income housing; and

**WHEREAS**, the City Council has reviewed the Planning Commission's recommendation and at the conclusion of the public hearing and upon making the necessary reviews, the City Council has determined that this amendment is reasonable and rationally based and in furtherance of the general health, safety and welfare of the citizenry.

**NOW, THEREFORE, THE CLINTON CITY COUNCIL RESOLVES TO AMENDS THE CLINTON CITY GENERAL PLAN BY CHANGING THE RECOMMENDED LAND USE FOR THE SUBJECT AREA FROM PZ AND R-1-15 TO R-M.**

**SECTION 1.** By majority vote on a motion before the Clinton City Council the Council amends the recommended land use map for the Subject Property to reflect the R-M land use category.

**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 28<sup>th</sup> day of November 2023.

November 17, 2023  
NOTICE PUBLISHED

\_\_\_\_\_  
BRANDON STANGER  
MAYOR

ATTEST:

\_\_\_\_\_  
LISA TITENSOR  
CITY RECORDER

Posted: \_\_\_\_\_

# ORDINANCE NO. 23-07Z

## REZONE

AN ORDINANCE BASED UPON A REQUEST BY THE PROPERTY OWNERS, CHARLES G. SUMMERS FAMILY TRUST, SHARON S. BINGHAM AND DOUG F. SUMMERS TRUSTEES, JUDY FRANSEN TRUSTEE, AND ELLIS F AND EMMA JANE BOUWHUIS SUMMERS TRUSTEES, TO CHANGE THE ZONING OF 4.189 ACRES FROM A-1 TO PZ AND AMEND THE ZONING MAP OF CLINTON CITY

**WHEREAS,** Clinton City has established a standard for land use and land use density through its zoning powers; and,

**WHEREAS,** The Clinton City Planning Commission has convened a public hearing and based upon established planning principles and public input forwarded a recommendation to the City Council

**NOW THEREFORE,** BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON CITY, DAVIS COUNTY, STATE OF UTAH:

**BY MOTION** The Clinton City Council voted to adopt this petition for rezone.

### SECTION 1. Petition

Petitioner has requested the property located at approximately 2600 North 2000 West more accurately described below shall be rezoned from A-1 (Agricultural) to PZ (Performance Standard) based upon the request from the stated property owners.

### SECTION 2. Legal Description

Commencing the East Quarter corner of Section 21, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey thence 1,085.92 feet South along the Section to the POINT OF BEGINNING; and running thence South 399.68 feet along the Section line to a point 165 feet more or less South from the South Sixteenth Corner of Sections 21 & 22; thence West 456.58 feet; thence North 399.68 feet; thence East 456.58 feet to the POINT OF BEGINNING.

Containing 4.189 acres, more or less.

### SECTION 3. Map

A map is attached to the ordinance by reference, however if a discrepancy exists between the map and legal description the legal description takes precedence.

**SECTION 4. Planning Commission Action**

Reviewed in a public hearing the 15<sup>th</sup> day of August 2023, by the Clinton City Planning Commission and recommended for approval through a motion passed by a majority of the members of the Commission based upon the following findings.

**For Favorable Action (Adoption):**

- General Plan, Compliance
- City Utilities, Compatible

**SECTION 5. Severability.** In the event that any provision of this Ordinance is declared invalid for any reason, the remaining provisions shall remain in effect.

**SECTION 6. Effective date.** This ordinance shall be recorded and become effective upon the date of posting indicated below.

PASSED AND ORDERED RECORDED AND POSTED by the Council of Clinton City, Utah, this 28<sup>th</sup> day of November 2023.

November 17, 2023  
NOTICE PUBLISHED

\_\_\_\_\_  
BRANDON STANGER  
MAYOR

ATTEST:

\_\_\_\_\_  
LISA TITENSOR  
CITY RECORDER

Posted: \_\_\_\_\_

# ORDINANCE NO. 23-08Z

## REZONE

AN ORDINANCE BASED UPON A REQUEST BY THE PROPERTY OWNERS, CHARLES G. SUMMERS FAMILY TRUST, SHARON S. BINGHAM AND DOUG F. SUMMERS TRUSTEES, JUDY FRANSEN TRUSTEE, AND ELLIS F AND EMMA JANE BOUWHUIS SUMMERS TRUSTEES, TO CHANGE THE ZONING OF 19.1919 ACRES FROM A-1 TO R-M AND AMEND THE ZONING MAP OF CLINTON CITY

**WHEREAS,** Clinton City has established a standard for land use and land use density through its zoning powers; and,

**WHEREAS,** The Clinton City Planning Commission has convened a public hearing and based upon established planning principles and public input forwarded a recommendation to the City Council

**NOW THEREFORE,** BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON CITY, DAVIS COUNTY, STATE OF UTAH:

**BY MOTION** The Clinton City Council voted to adopt this petition for rezone.

### SECTION 1. Petition

Petitioner has requested the property located at approximately 2600 North 2000 West more accurately described below shall be rezoned from A-1 (Agricultural) to R-M (Multi-Family Residential) based upon the request from the stated property owners.

### SECTION 2. Legal Description

Commencing the East Quarter corner of Section 21, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey thence 1,085.92 feet South along the Section and 278.00 feet West to the POINT OF BEGINNING; and running thence West 178.58 feet; thence South 399.68 feet; thence West 863.42 feet to the West line of the East Half of the Southeast Quarter of said Section 21; thence North 870.80 feet more or less along said West line to the Davis/Weber County Line; thence East 1,042.00 feet along said line; thence South 471.12 feet to the POINT OF BEGINNING.

Containing 19.1919 acres, more or less

### SECTION 3. Map

A map is attached to the ordinance by reference, however if a discrepancy exists between the map and legal description the legal description takes precedence.



**SECTION 4. Planning Commission Action**

Reviewed in a public hearing the 15<sup>th</sup> day of August 2023, by the Clinton City Planning Commission and recommended for approval through a motion passed by a majority of the members of the Commission based upon the following findings.

**For Favorable Action (Adoption):**

- General Plan, Compliance
- City Utilities, Compatible

**SECTION 5. Severability.** In the event that any provision of this Ordinance is declared invalid for any reason, the remaining provisions shall remain in effect.

**SECTION 6. Effective date.** This ordinance shall be recorded and become effective upon the date of posting indicated below.

PASSED AND ORDERED RECORDED AND POSTED by the Council of Clinton City, Utah, this 28<sup>th</sup> day of November 2023.

November 17, 2023  
NOTICE PUBLISHED

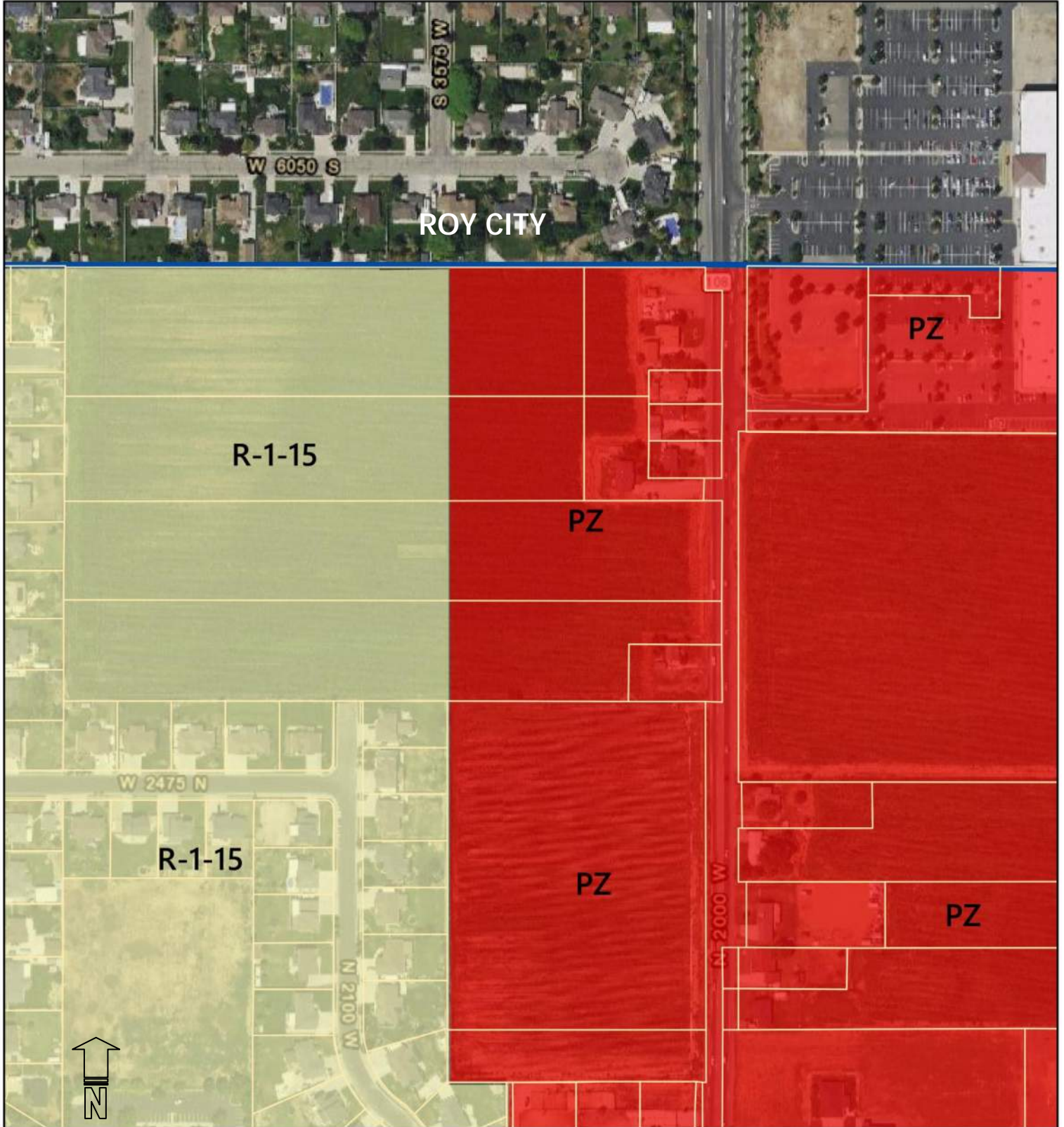
\_\_\_\_\_  
BRANDON STANGER  
MAYOR

ATTEST:

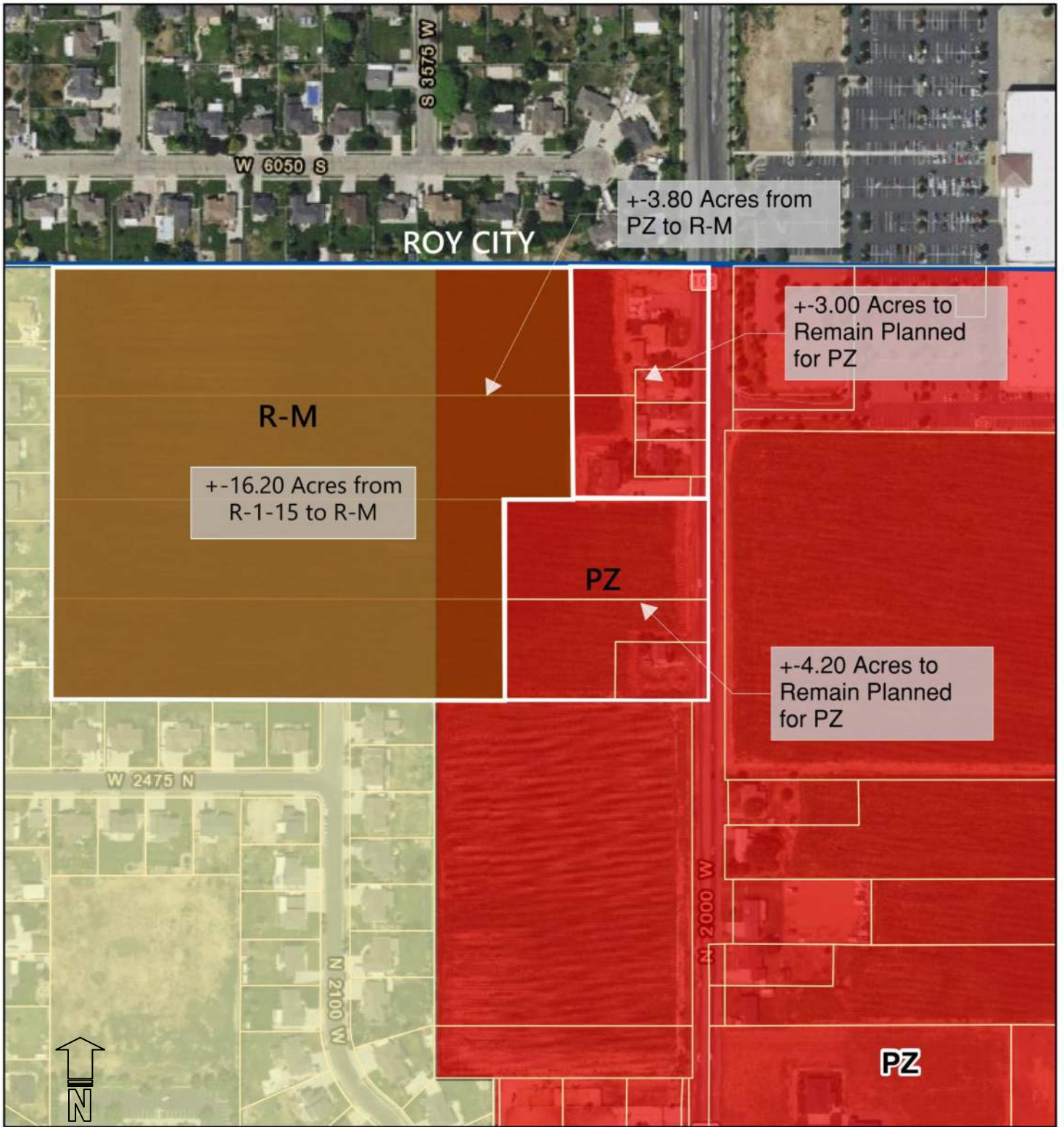
\_\_\_\_\_  
LISA TITENSOR  
CITY RECORDER

Posted: \_\_\_\_\_

# EXISTING GENERAL PLAN MAP

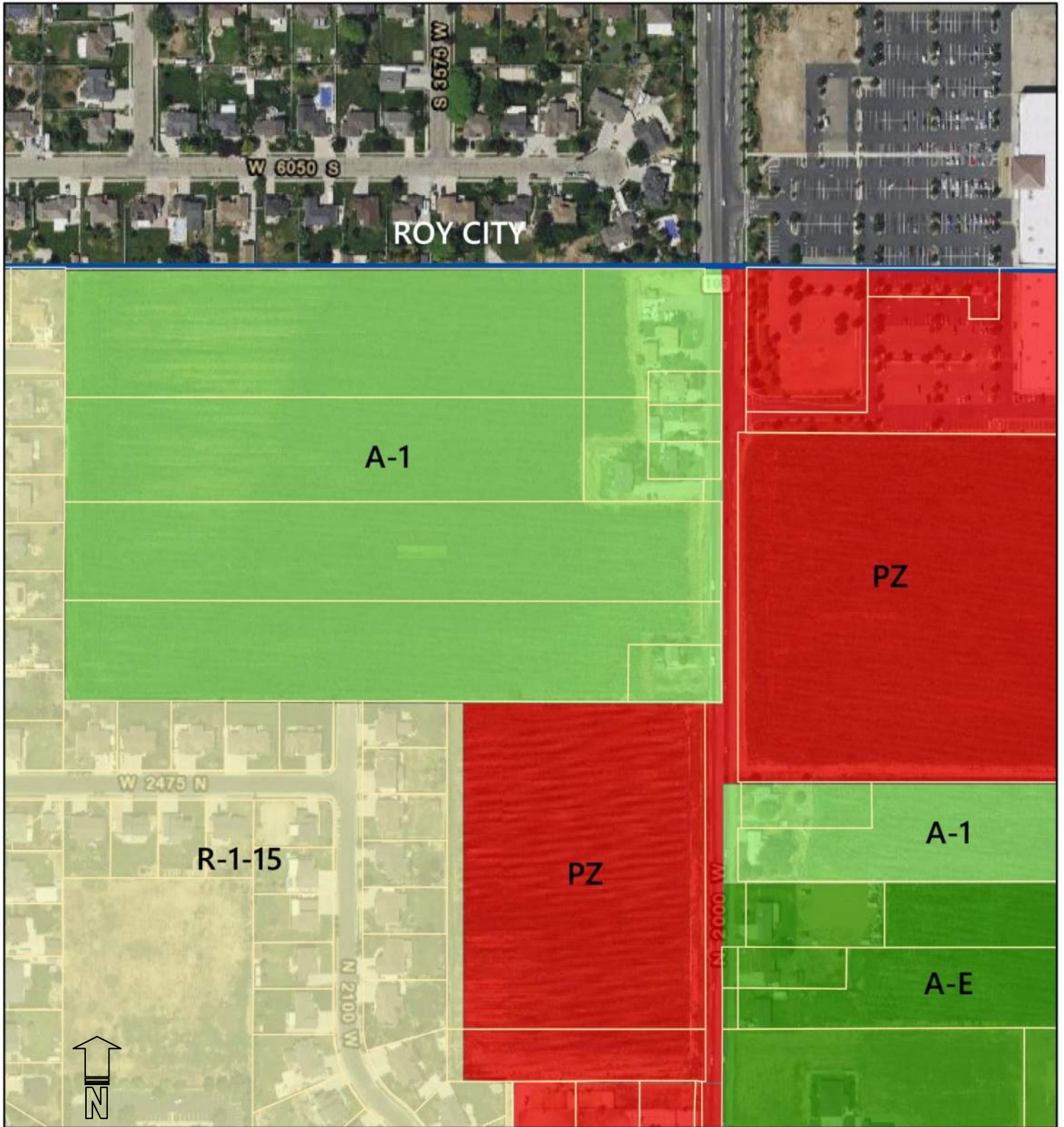


# PROPOSED GENERAL PLAN MAP AMENDMENT

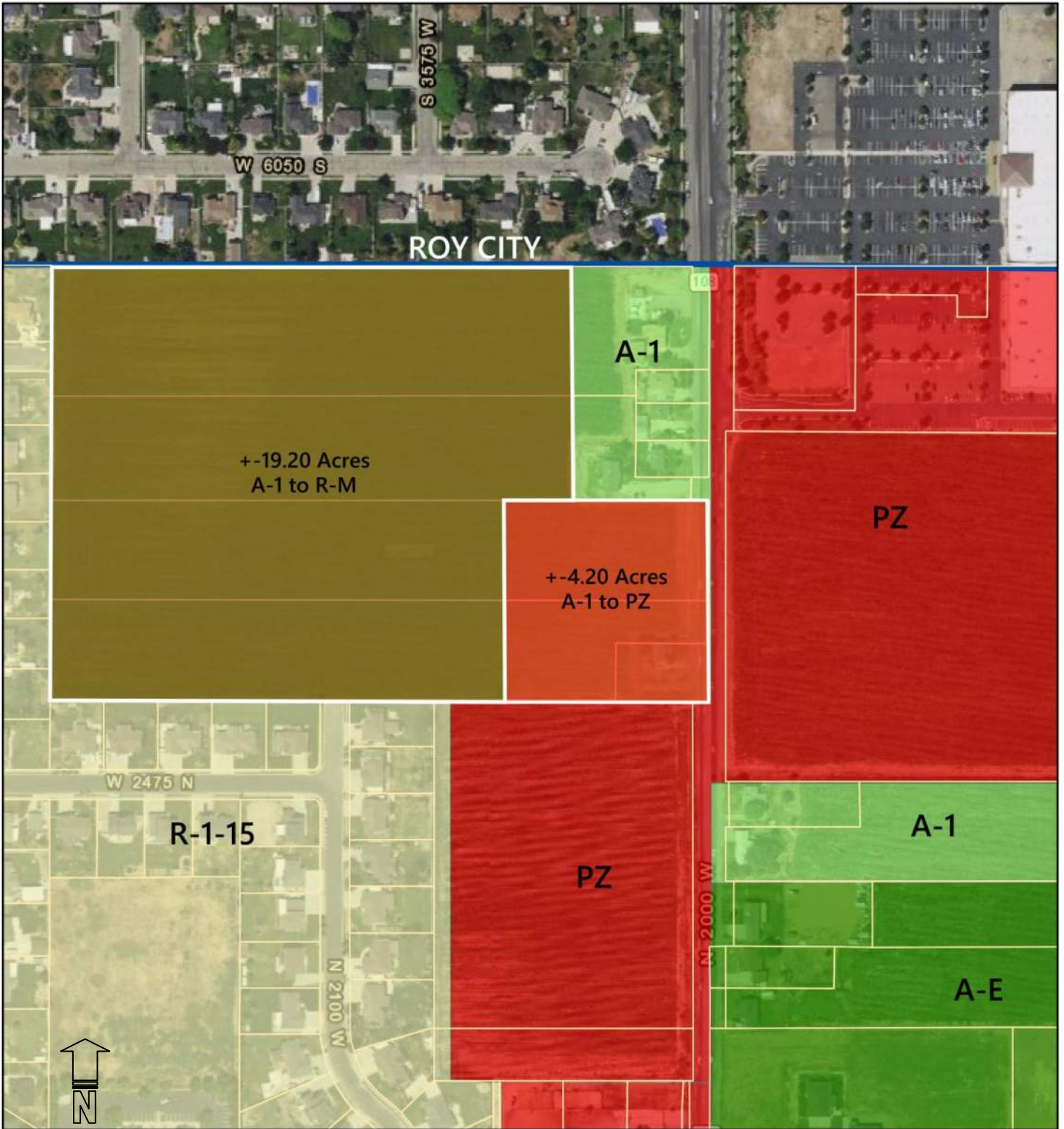




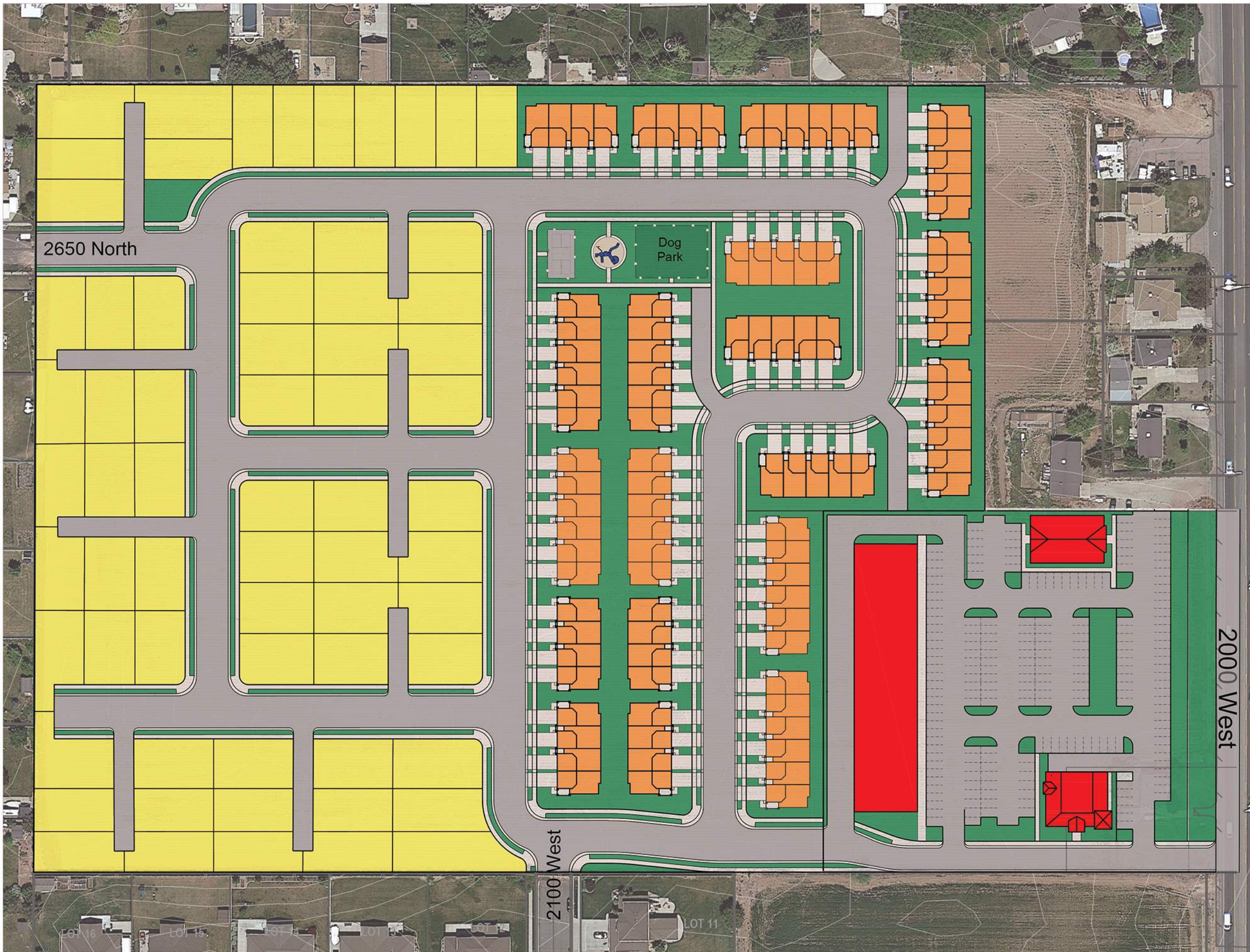
# EXISTING ZONING MAP



# PROPOSED ZONING MAP AMENDMENT







# 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.)

Shared Driveway SFD Acres: 10.46  
No. of Lots: 66  
Townhome Acres: 8.71  
Townhome Units: 97  
Total Lots/Units: 163

Net Residential Density: 8.50

Neighborhood Park Acres: 0.30

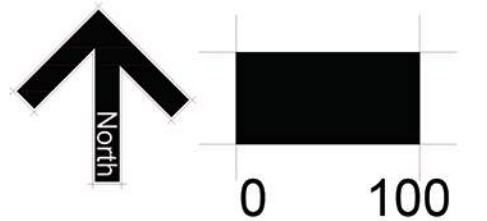


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November 20, 2023





# 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 2600 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.

**WHEREAS**, in order to rezone the owners' property, an amendment to the General Plan is required; and

**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 28<sup>th</sup> day of November 2023.

November 17, 2023  
NOTICE PUBLISHED

\_\_\_\_\_  
BRANDON STANGER  
MAYOR

ATTEST:

\_\_\_\_\_  
LISA TITENSOR  
CITY RECORDER

Posted: \_\_\_\_\_

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN CLINTON CITY AND  
CHARLES G. SUMMERS FAMILY TRUST, SHARON S. BINGHAM AND DOUG F.  
SUMMERS TRUSTEES, JUDY FRANSEN 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 \_\_\_\_\_, 2023, 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 FRANSEN 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 will 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 vital and 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 a performance standard commercial use district, and “R-M” zoning shall mean a single and multiple family zoning district. The use, maximum density, site and building design standards of the P-Z zoning and R-M zoning are regulated by Chapter 28-15 and Chapter



28-19 of the Clinton Municipal Code. 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 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 Article II. Once the Subject Property is zoned in accordance with Article II, development of the Subject Area shall comply with all applicable City 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.

4.4 **Density.** The maximum density of residential units, townhomes and small lot single family combined, shall not exceed ~~8.62~~ 50 units per acre or a total of ~~170~~ 163 units and shall be located approximately in the same location as shown in Exhibit B (Concept Plan).

4.5 ~~The Amenity~~ **Amenities.** As used, herein the term "~~the Amenity/Amenities~~" shall include a ~~central~~ primary open space area and a secondary, smaller open space area.

4.5.1 The primary open space area shall include ~~with~~ a pickle ball court, tot lot with a

play structure, dog park, two six-foot wide park benches and a walkway ~~through~~ around the ~~central-primary~~ open space area. ~~The Location-~~location of ~~each-the~~ primary amenity shall be approximately in the same location as shown in Exhibit B (Concept Plan). The ~~amenity-~~amenities shall be maintained by the Owner and Home Owners Association (HOA).

4.5.2 The pickle ball court 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.

4.5.04.5.3 The secondary open space area shall be located at approximately the same location as shown in Exhibit B (Concept Plan) near the northwest corner of the Subject Area and shall include one park bench and a minor feature such as a little library or similar.

4.5.14.5.4 Owner agrees to retain ownership of the ~~Amenity-~~Amenities until the ~~Amenity-~~Amenities ~~is-~~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 central open space area 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 the front or side street facing façade shall be trimmed with wood, a wood-like fiber cement product, or a stucco pop-out that is a minimum of six (6) inches in width.

4.7.5 Rooflines shall not be flat or at a low angle, generally described as less than 6:12 pitch except in the case of a roof of a three-story unit or a “prairie” style where a 4:12 pitch may be permitted.

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 ~~six~~ four inches (64”) in width.

~~4.7.6.04.7.6.1~~ 4.7.6.1 Rear townhome elevations visible from 2000 West shall avoid the appearance of a flat wall through with shifts in walls of alternating units, stucco window trims a minimum of four inches (4”) in width, and four inch (4”) stucco wrap of all rear elevation wall corners.

4.7.7 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.

4.7.8 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.

4.7.9 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.

4.7.10 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 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.

4.9 **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	<del>3,600</del> <u>4,000</u> SF	No Minimum
Lot Width	45 FT	No Minimum

Front Yard Setback	22 FT	22 FT
<b>MINIMUMS</b>	<b>Single-Family</b>	<b>Townhomes</b>
Interior Side Yard Setback	5 FT	N/A
Exterior Side Yard Setback	15 FT	15 FT
Rear Yard Setback	<del>10</del> 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. This configuration shall be the exception and shall be dispersed throughout the single-family portion of the Subject Area.

4.11 **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 Xeriscape or water efficient landscaping shall be installed to reduce water usage. As a general rule, the water efficient landscape standards in Section 28-3-21 of the Clinton Municipal Code shall apply.

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

4.11.3 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 Street trees shall be planted in the park strip based on the following standards:

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

4.11.4.2 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.

~~4.11.3.04.11.4.3~~ 4.11.4.3 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.

~~4.11.44.11.5~~ 4.11.5 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.

~~4.11.54.11.6~~ 4.11.6 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 **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 **Homeowners Association.** Owner shall provide for and record enforceable covenants, conditions, and restrictions (CCRs) providing architectural design consistency. Owner shall cause an HOA to be constituted as part of CCRs with the duties of maintaining the front 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.
- 4.13.1 The homeowners within the development may elect to have the HOA maintain other portions of their private property, specifically the side and rear yards.
- 4.13.2 The HOA shall be responsible for the ownership and maintenance of all private utilities, private streets, open space areas, including landscape buffers, detention basins, pathways, and any other amenities, and fencing.
- 4.13.3 The HOA shall ensure that no parking occurs on private drives. This requirement shall not be altered by any future board of the HOA.
- 4.13.4 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 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 **Public Utilities.** Owner acknowledges and agrees that any development shall comply with all development standards, guidelines, ordinances, regulations, and statues as exist at time of development.
- 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.
- 4.14.1.1 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.
- 4.14.1.2 Said access to 2000 West shall connect through the commercial portion to the residential portion of the Subject Area as depicted on Exhibit B.
- 4.14.2 **Private Street Standards.** Private drives within the single-family and townhome portions of the development will be at least 22 feet in width comprised of two-foot rolled back curb and 18 feet of asphalt. No parking is allowed on the private drives. Each single lot/unit will have a 22-foot deep driveway for guest parking.

- 4.14.3 **Culinary Water.** Culinary water main lines will be extended from the 2100 West and 2650 North stub streets and looped through the development.
- 4.14.3.1 A water line from 2000 West connecting to the water lines looping through the development will need to be constructed. ~~This looped connection from 2000 West is to be located as far north as possible.~~ 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.
- 4.14.3.2 All water lines will be placed in public streets or in easily-accessible easements with a minimum width of 20 feet.
- 4.14.3.3 The water line layout and details will be approved with the overall preliminary subdivision plat and commercial site plan.
- 4.14.4 **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.
- 4.14.5 **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.
- 4.14.6 **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.
- 4.14.7 **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.
- 4.15 **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.
- 4.16 **Precedence of this Agreement.** This agreement shall take precedence over any contrary provisions of any City Staff memorandums or representations.
- 4.17 **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.
- 4.18 **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.
- 4.19 **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.

5.3 **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. City shall indemnify, defend, and hold Owner harmless from and against all liability, loss, damage, costs, or expenses (including attorney's fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss, or damage caused to any person, property, or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted herein.

**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.

6.5 **Appeals.** If Owner desires to appeal a determination made hereunder by Staff, said appeal shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement the appeal shall be to the City Council with a recommendation from the Planning Commission and Staff.

**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.

7.8 **Termination.** Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Owner's Undertakings, performance of Owner's Undertakings as set forth herein.

7.8.2 With regard to City's Undertakings, performance of City's Undertakings as set forth herein.

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.

7.9 **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

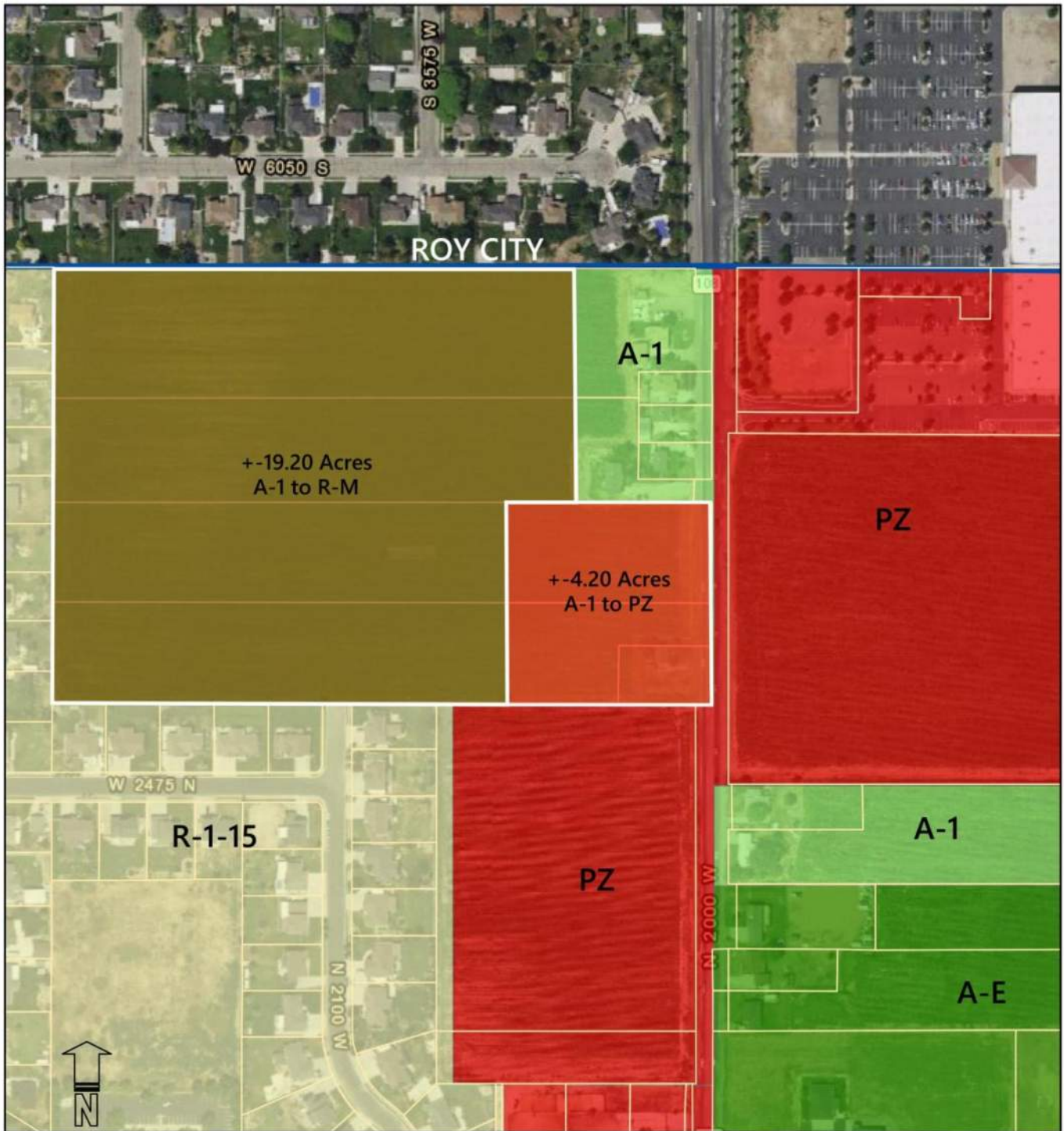
\_\_\_\_\_  
DOUGLAS F. SUMMERS TRUSTEE

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.)

Shared Driveway SFD Acres: 10.46  
No. of Lots: 66  
Townhome Acres: 8.71  
Townhome Units: 97  
Total Lots/Units: 163

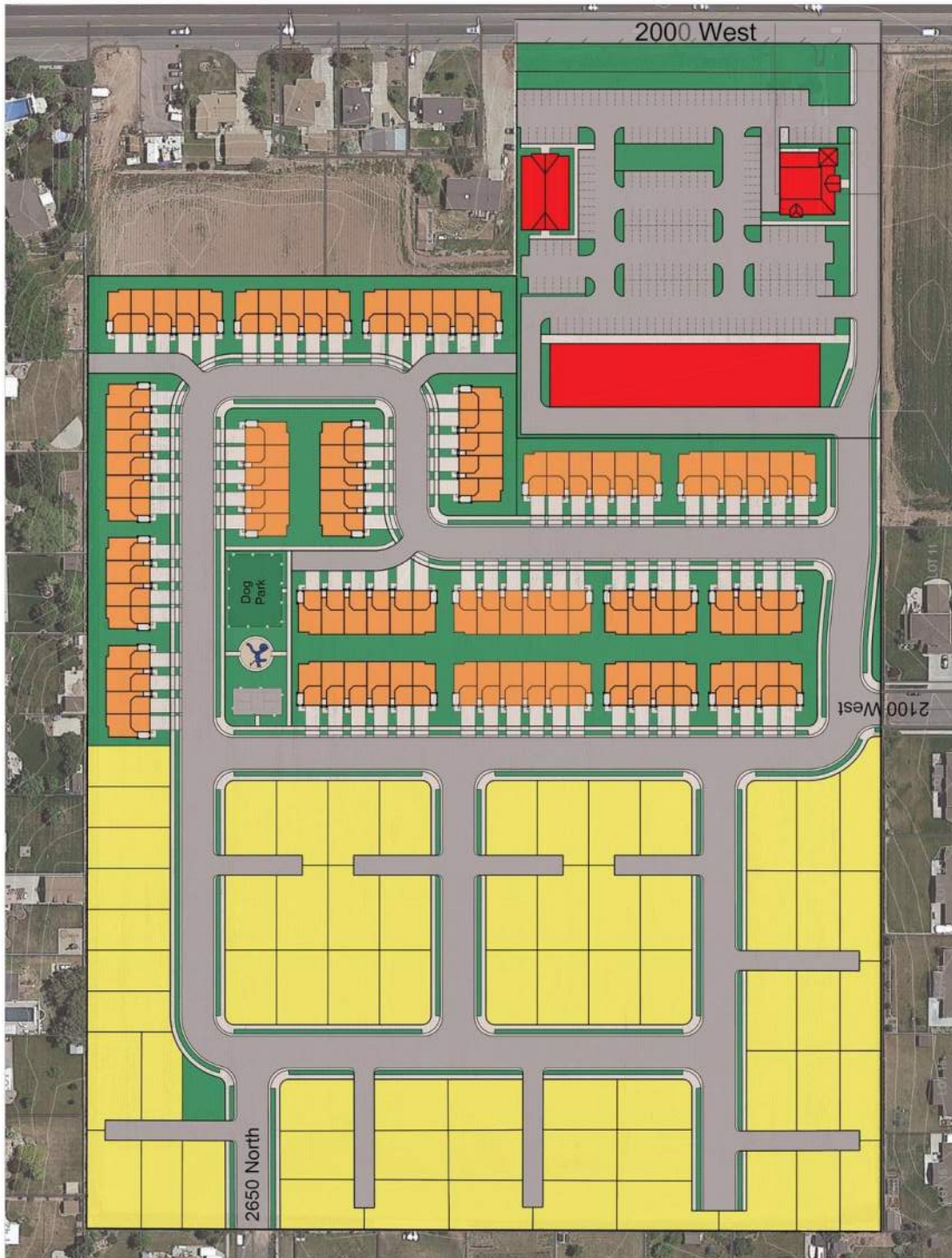
Net Residential Density: 8.50  
Neighborhood Park Acres: 0.30



Garrett Seely  
garrett@redpineisland.com  
801.372.2077  
Derek Terry  
dpterry@gmail.com  
435.666.6844

**Stephen G. McCutchan**  
Land & Community Planning  
PO Box 389 Draper, UT 84020  
(801) 557-6945 stevemplan@gmail.com

November 20, 2023





**EXHIBIT C**  
**SINGLE FAMILY HOUSING**

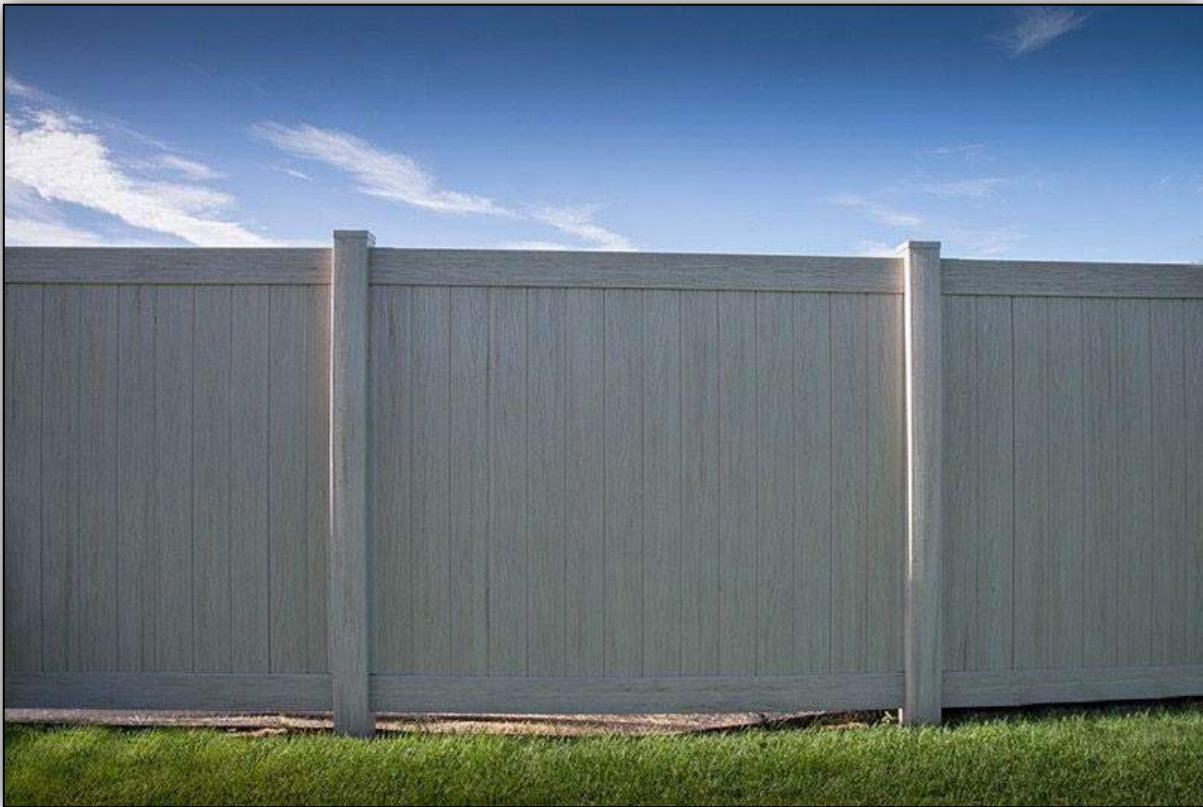


**EXHIBIT D  
TOWNHOMES**



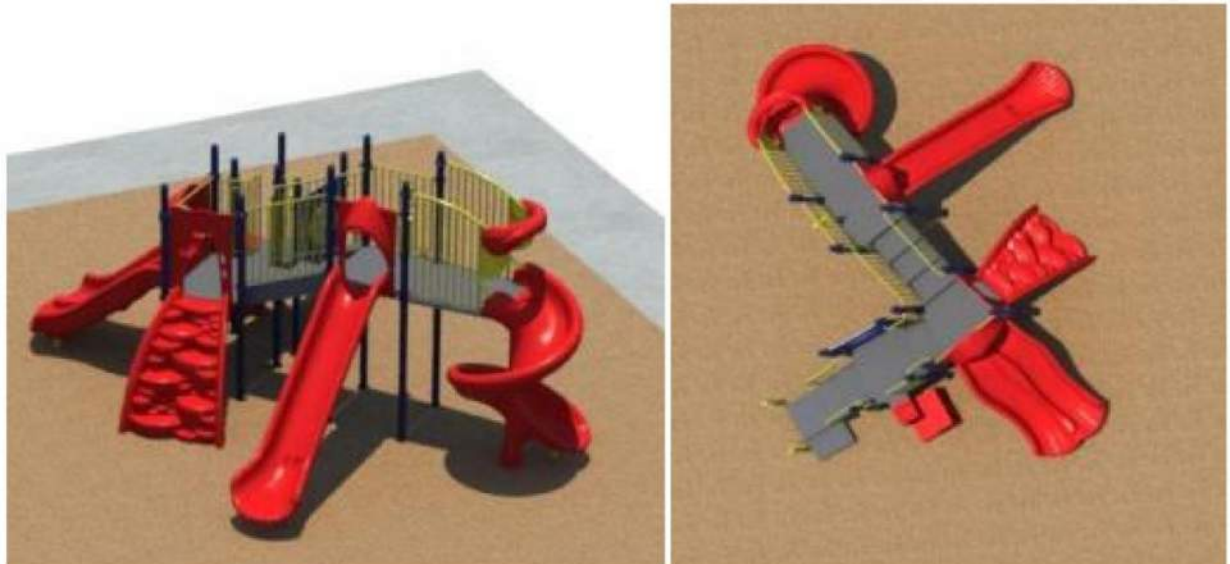


**EXHIBIT E  
FENCING**



**EXHIBIT F  
AMENITIES**

**TOT LOT AND PARK BENCHES**



# CLINTON CITY PLANNING COMMISSION AGENDA ITEM

<b>SUBJECT:</b> <u>Public Hearing:</u> Review and possible action on Zoning Ordinance text amendments to the landscaping provisions of the Zoning Title with specific regulations regarding Water Efficient Landscape Standards for commercial properties – Ordinance 23-10Z	<b>AGENDA ITEM:</b> B
<b>PETITIONER:</b> Peter Matson, Community Development	<b>MEETING DATE:</b> November 28, 2023
<b>RECOMMENDATION:</b> Move to adopt Ordinance 23-10Z amending Title 28 Zoning regarding water efficient landscape standards for commercial properties.	<b>ROLL CALL VOTE:</b> <b>YES</b>
<b>ORDINANCE REFERENCE:</b> TITLE 28 - Zoning, Chapter 3 – Regulations Applicable to all Zones, Subsection 28-3-21(8) Landscapes in Commercial, Industrial and Planned Multi-Family Residential Developments	
<p><b>BACKGROUND:</b></p> <p>One of many important reasons the City adopted the water efficient landscape regulations was to ensure that residents could qualify for the Weber Basin Conservancy District’s turf replacement incentive program. The State recently started to participate in the incentive program by reimbursing the Weber Basin half the cost of the incentive. The one major caveat to this reimbursement is that communities must adopt standards that meet both the District and State requirements. Consequently, the State has begun reviewing District approved city ordinances to ensure compliance with their requirements. In reviewing Clinton City’s ordinance, the State has requested the addition of the following specific verbiage in the ordinance applicable to commercial, industrial and institutional spaces:</p> <p><i>“No lawn in parking strips or areas less than eight feet (8’) in width in <b>new development.</b>”</i></p> <p>Ordinance 23-10Z is the result of the request from Weber Basin to process this minor update to the recently adopted Water Efficient Landscape Standards. The State is being very specific in their request and looking for this exact language. Jon Parry from Weber Basin sent this proposed ordinance language to his colleague at the State, and he received confirmation that the proposed verbiage is appropriate. This ordinance update needs City Council approval prior to the end of the year in order for Weber Basin to maintain access to State funds for Clinton residents who want to participate in the incentive program.</p>	
<p><b>ATTACHMENTS:</b></p> <p>1) Ordinance 23-10Z</p>	

# ORDINANCE NO. 23-10Z

## ZONING TEXT CHANGE

### AN ORDINANCE AMENDING AND UPDATING SECTION 19-3-21 OF THE CLINTON CITY ZONING ORDINANCE FOR WATER EFFICIENT LANDSCAPE REGULATIONS.

**WHEREAS,** Clinton City has established an ordinance regulating zoning within the City; and

**WHEREAS,** Clinton City has adopted water efficient landscape regulations designed to reduce water waste and promote efficient use of water in the city's landscapes; and

**WHEREAS,** Clinton City has determined it expedient to update the water efficient landscape regulations to ensure compliance with State of Utah and Weber Basin Water Conservancy District requirements; and

**WHEREAS,** The Clinton City Planning Commission and City Council has convened public hearings and has determined that changes are needed in this ordinance to promote the health, safety, and general welfare of the citizens;

**NOW THEREFORE,** BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON CITY, DAVIS COUNTY, STATE OF UTAH:

**BY MOTION** The Clinton City Council voted to adopt this Ordinance.

#### **SECTION 1. Enactment**

Chapter 28-3 shall be amended by amending Subsection 28-3-21(8) Water Efficient Landscape Requirements, Landscapes in Commercial, Industrial and Planned Multi-Family Residential Developments to read as follows:

...

#### **(8) Landscapes in Commercial, Industrial, Institutional and Planned Multi-Family Residential Developments.**

- A. Commercial, industrial, institutional and planned multi-family residential landscapes shall meet the Landscape Design Standards and Irrigation Design Standards of this ordinance, and the turf area shall not exceed 15% of the total landscaped area, outside of active recreation areas.
- B. Required non-turf landscaped areas shall include a minimum live plant coverage area of 35% at mature growth. The coverage does not include the area covered by any deciduous tree canopy above the ground.
- C. No turf/lawn is allowed in parking strips or areas less than eight feet (8') in width in new development.

...

**SECTION 2. Planning Commission Action**

Reviewed in a public hearing the 21<sup>st</sup> day of November 2023, by the Clinton City Planning Commission and recommended for approval through a motion passed by a majority of the members of the Commission based upon the following findings.

**For Favorable Action (Adoption):**

- Proposed changes do not adversely affect the effectiveness of the Ordinance and are consistent with the intent of the General Plan.

**SECTION 3. Severability.** In the event that any provision of this Ordinance is declared invalid for any reason, the remaining provisions shall remain in effect.

**SECTION 4. Effective date.** This ordinance shall be recorded and become effective upon the date of posting indicated below.

PASSED AND ORDERED RECORDED AND POSTED by the Council of Clinton City, Utah, this 28<sup>th</sup> day of November, 2023.

November 10, 2023  
NOTICE PUBLISHED

\_\_\_\_\_  
BRANDON STANGER  
MAYOR

ATTEST:

\_\_\_\_\_  
LISA TITENSOR  
CITY RECORDER

Posted: \_\_\_\_\_

# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> Contract Ratification of new City Manager	<b>AGENDA ITEM:</b> C
<b>PETITIONER:</b> Mayor Stanger	<b>MEETING DATE:</b> November 28, 2023
<b>RECOMMENDATION:</b> That the Council consider ratifying the contract for the new City Manager, Trevor Cahoon	<b>ROLL CALL VOTE:</b> <b>YES</b>
<b>BACKGROUND:</b> The Mayor has worked with the selected new City Manager to attain an acceptable contract of employment which will need to be ratified by the City Council.	
<b>ATTACHMENTS:</b> Proposed City Manager contract	



# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> UDOT 2000 West Betterment Agreement-Amendment #1	<b>AGENDA ITEM: D</b>
<b>PETITIONER:</b> Dennis W. Cluff, Bryce Wilcox-JUB Engineers	<b>MEETING DATE:</b>  November 28, 2023
<b>RECOMMENDATION:</b> That Council consider approving the UDOT 2000 W Utility and Landscaping Betterment Agreement Amendment #1	<b>ROLL CALL VOTE:</b>  <b>YES</b>
<b>FISCAL IMPACT:</b> Estimated at \$3,289,764.97	
<p><b>BACKGROUND:</b></p> <p>At your February 28<sup>th</sup> Council meeting you approved the 2000 W Utility and Landscaping Betterment Agreement with UDOT which was estimated to be a total of <u>\$3,914,602</u> for the City. Since then the lower than anticipated bids and the added donation from UDOT to the project has lowered the estimated total price for the City to <u>\$3,289,764.97</u>. UDOT wants to replace the cost estimates in the original agreement with those in this new amendment. This change in the City's funding requirement is advantageous to our fiscal funding ability.</p>	
<b>ATTACHMENTS:</b> 2000 W Betterment Agreement – Amendment #1	

**AMENDMENT No. 1 Modification to 238932**  
**CLINTON CITY BETTERMENT AGREEMENT**

**THIS AMENDMENT No. 1 TO CLINTON CITY BETTERMENT AGREEMENT**, by and between the Utah Department of Transportation (“UDOT”) and Clinton City, a political subdivision of the State of Utah (“City”). Each as party, (“Party”) and together as parties, (“Parties”).

**RECITALS**

**WHEREAS**, UDOT and the City entered into a Betterment Agreement with finance number 238932 dated March 8, 2023 for the highway project identified as SR-108; 300 North to 1800 North in Davis County, Utah (“Project”); and

**WHEREAS**, amendments to the agreement are necessary to account for the UDOT awarded contractor bid and adjustments to UDOT’s betterment credits.

**NOW THEREFORE**, the following amendments to the Betterment Agreement are agreed by and between both parties hereto:

**AGREEMENT**

1. Replace the estimated cost for the combined Betterments in the first table of the Betterment Agreement with \$3,289,764.97 based on contract bid pricing.
2. Replace “Exhibit B” water and sewer detailed estimate with the attached “Exhibit B.”
3. Replace Paragraph 3 with the following:

“Detailed Description of the Utility Betterment Work is shown in plans attached as **Exhibit “A,”** and detailed estimate attached as **Exhibit “B,”** both are incorporated by reference. UDOT has agreed to credit Clinton City \$500,000.00 towards their Utility Betterment Work as there is value to UDOT in having the water line out of the pavement and in the sidewalk/park strip area so that future repairs and maintenance will not require the City to cut into the concrete pavement.”

4. Replace “Exhibit E” Landscape Enhancements detailed baseline and betterment estimate with the attached “Exhibit E.”
5. Replace the Betterment Estimate Table in the agreement with the following:

<b>BETTERMENT ESTIMATE</b>	
Water and Sewer Betterment Work Total Estimated Cost	\$3,579,784.50
UDOT Credit for Water and Sewer Betterment Work	(\$500,000.00)
<b>Water and Sewer Betterment Work Sub-total Estimate</b>	<b>\$3,079,784.50</b>
<b>Landscape Enhancements Betterment Work (includes lighting) Total Estimated Cost</b>	<b>\$209,980.47</b>

<b>Water and Sewer Betterment Work and          Landscape Enhancements Betterment Work          Total Estimated Cost</b>	<b>3,289,764.97</b>

6. Replace the second to last paragraph with the following:

“The total estimated combined cost of the Utility and Landscaping betterment work is **\$3,289,764.97**. The Preliminary and Construction Engineering costs shall be advance deposited with UDOT, the construction costs will be paid through progress billings during Betterment Work. The Local Agency shall deposit the amount with UDOT’s Comptroller’s Office located at UDOT/ Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510 within 30 days of Betterment Work being completed.”



West Point to Clinton

Project No. S-0108 (36)6; Davis County  
 SR-108; 300 North to 1800 North  
 Clinton City  
 CID No. 72699 PIN 15680

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers.

Clinton City (Local Agency)			Utah Department of Transportation		
By		Date	By		Date
Title/Signature of Official			Project Manager		
By		Date	By		Date
Title/Signature of additional official, if required			Region Director		
By		Date	By		Date
Title/Signature of additional official, if required			Comptroller's Office		

# EXHIBIT B

**15680 Clinton City Betterment  
EXHIBIT B**

	80 - NON-PARTICIPATING	Sanitary Sewer System Betterment (Clinton)	Item Name	Qty	Unit	Unit Price	Amount
249	02221702P		Remove Sewer Manhole	4	Each	\$3,800.00	\$15,200.00
<b>Subtotal Sewer</b>							<b>\$15,200.00</b>
	80 - NON-PARTICIPATING	Waterline System Betterment (Clinton)	Item Name	Qty	Unit	Unit Price	Amount
257	02082701*		3/4 Inch Water	11	Each	\$5,675.00	\$62,425.00
258	02082702*		1 Inch Water Connection	1	Each	\$6,745.00	\$6,745.00
259	02082704*		2 Inch Water Connection	1	Each	\$11,130.00	\$11,130.00
260	02221707*		Remove Water Valve	50	Each	\$829.00	\$41,450.00
261	02221709*		Remove Fire Hydrant	10	Each	\$1,700.00	\$17,000.00
262	022217095		Remove Pipe	10,295	ft	\$55.50	\$571,372.50
263	02221714*		Remove PRV Station	1	Lump	\$18,700.00	\$18,700.00
264	02511700*		6 Inch Water Line	321	ft	\$105.00	\$33,705.00
265	02511701*		8 Inch Water Line	1,423	ft	\$130.00	\$184,990.00
266	02511702*		10 Inch Water Line	3,585	ft	\$141.00	\$505,485.00
267	02511703*		12 Inch Water Line	4,749	ft	\$168.00	\$797,832.00
268	02511704*		14 Inch Water Line	2	ft	\$2,460.00	\$4,920.00
269	02511710*		6 Inch Gate Valve	10	Each	\$3,250.00	\$32,500.00
270	02511711*		8 Inch Gate Valve	14	Each	\$4,630.00	\$64,820.00
271	02511712*		10 Inch Gate Valve	11	Each	\$6,270.00	\$68,970.00
272	02511713*		12 Inch Gate Valve	9	Each	\$7,585.00	\$68,265.00
273	02511714*		8 Inch Blind Flange	1	Each	\$1,070.00	\$1,070.00
274	02511720*		8 X 8 X 6 Inch Tee	2	Each	\$1,650.00	\$3,300.00
275	02511722*		10 X 10 X 8 Inch Tee	4	Each	\$2,400.00	\$9,600.00
276	02511723*		10 X 10 X 10 Inch Tee	1	Each	\$3,300.00	\$3,300.00
277	02511724*		12 X 12 X 6 Inch Tee	5	Each	\$2,350.00	\$11,750.00
278	02511725*		12 X 12 X 8 Inch Tee	10	Each	\$2,500.00	\$25,000.00
279	02511726*		12 X 12 X 10 Inch Tee	4	Each	\$2,810.00	\$11,240.00
280	02511741*		12 Inch Cross	2	Each	\$3,900.00	\$7,800.00
281	02511751*		8 Inch 45 Deg Bend	2	Each	\$1,390.00	\$2,780.00
282	02511752*		10 Inch 45 Deg Bend	8	Each	\$1,740.00	\$13,920.00
283	02511753*		12 Inch 45 Deg Bend	12	Each	\$2,000.00	\$24,000.00
284	02511756*		10 Inch 90 Deg Bend	1	Each	\$1,900.00	\$1,900.00
285	02511770*		8 X 6 Inch Reducer	3	Each	\$960.00	\$2,880.00
286	02511772*		12 X 8 Inch Reducer	1	Each	\$1,335.00	\$1,335.00
287	02511773*		12 X 10 Inch Reducer	1	Each	\$1,550.00	\$1,550.00
288	02511774*		14 X 12 Inch Reducer	1	Each	\$2,730.00	\$2,730.00
289	02511783*		Connect to Existing 6	4	Each	\$1,900.00	\$7,600.00
290	02511784*		Connect to Existing 8	11	Each	\$2,600.00	\$28,600.00
291	02511785*		Connect to Existing 10	6	Each	\$3,650.00	\$21,900.00
292	02511786*		Connect to Existing 12	3	Each	\$3,800.00	\$11,400.00
293	02511787*		Connect to Existing 14	1	Each	\$5,140.00	\$5,140.00
294	02511790*		6 Inch Water Line Loop	5	Each	\$9,100.00	\$45,500.00
295	02511791*		8 Inch Water Line Loop	7	Each	\$12,850.00	\$89,950.00
296	02511792*		10 Inch Water Line Loop	1	Each	\$17,000.00	\$17,000.00
297	02511793*		12 Inch Water Line Loop (Contingency Item)	4	Each	\$21,400.00	\$85,600.00
298	02511795*		Water Lateral Loop	2	Each	\$21,400.00	\$42,800.00
299	02511798*		Fire Hydrant Assembly	10	Each	\$9,100.00	\$91,000.00
300	02593700*		PRV Station	1	Lump	\$155,200.00	\$155,200.00
<b>Subtotal</b>							<b>\$3,216,154.50</b>
			Preliminary Engineering	1	Lump		\$ 173,430.00
			Construction Engineering	1	Lump		\$ 175,000.00
<b>Total</b>							<b>\$3,579,784.50</b>
Credit							<b>(\$500,000.00)</b>
<b>Amount Owed</b>							<b>\$3,079,784.50</b>

# EXHIBIT E

EXHIBIT E								
	80 - NON-PARTICIPATING	Landscape / Lighting Betterment (Clinton City)	Item Name	Additive #	Qty	Unit	Unit Price	Amount
244	02776704P		Concrete Curb		2,438	ft	\$45.90	\$111,904.20
245	02813701*		Pressurized Irrigation System, 1300 North to 2000 North		1	Lump	\$102,000.00	\$102,000.00
246	02912701P		Topsoil - 18 Inch		371	sq yd	\$34.35	\$12,743.85
247	02932701*		Rock Mulch		3,021	sq ft	\$6.90	\$20,844.90
248	029327050	State	Plant - No. 5		318	Each	\$69.00	\$21,942.00
			Powder Coating 49 light poles		49	Each	\$844	\$41,356.00
			Powder Coating 1300 N Signal Pole		1	Each	\$10,105	\$10,105.00
			Powder Coating 1800 N Signal Pole		1	Each	\$12,525	\$12,525.00
			Powder Coat 800 N signal (1/2 cost)		1	Each	\$5,693	\$5,692.50
<b>Subtotal</b>								<b>\$339,113.45</b>
			Credit for Landscaping 0.75% of Construction					<b>(\$180,000.00)</b>
			Design and Construction					\$50,867.02
<b>Total Landscaping and Lighting</b>								<b>\$209,980.47</b>

# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> 2000 West UDOT Widening project-sale and transfer of ownership of parcels needed for widening	<b>AGENDA ITEM: E</b>
<b>PETITIONER:</b> Dennis Cluff, David Williams, Bryce Wilcox	<b>MEETING DATE:</b>  November 28, 2023
<b>RECOMMENDATION:</b> That Council approve the transfer of ownership of City owned parcels needed for the 2000 W widening project to UDOT and authorize the Mayor to sign the sale and transfer of ownership documents.	<b>ROLL CALL VOTE:</b>  <b>YES</b>
<b>FISCAL IMPACT:</b> \$31,300 for City owned property	
<p><b>BACKGROUND:</b></p> <p>The widening project along State Highway SR108 (2000 W) requires use of certain narrow parcels, most of which have been dedicated to the City through development requirements over many years. All the parcels, except one purchased by the City, were given to the City for future road widening. UDOT had these all appraised for information purposes but all, except the parcel purchased by the City, were deemed to have \$0 value to the City since they were given for street expansion purposes and the only adjacent street is the State highway.</p> <p>UDOT has prepared the attached Occupancy Agreement, Quit Claim Deeds, Utility Easement and Temporary Easement that are needed for the City to sign to transfer ownership and use approval to UDOT.</p>	
<b>ATTACHMENTS:</b>	





# Utah Department of Transportation Right of Way Division Statement of Just Compensation

Project No: S-0108(36)6 Parcel No.(s): 227:T, 204:T, 205:T, 165:T, 171, 171:PUE, 171:E

Pin No: 15680 Job/Proj No: 72699 Project Location: SR-108; 300 North to 1800 North  
 County of Property: DAVIS Tax ID / Sidwell No: N/A, 14-311-0058, N/A, N/A, N/A  
 Property Address: Appx. 2000 W 800 N CLINTON UT, 84015  
 Owner's Address: 2267 North 1500 West, Clinton, UT, 84015  
 Owner's Home Phone: Owner's Work Phone: (801)614-0700  
 Owner / Grantor (s): Clinton City, a Municipal Corporation, of 2267 North 1500 West Clinton City, Utah  
 Grantee: Utah Department of Transportation (UDOT)/The Department

**The following information is the basis for the amount estimated by Utah Department of Transportation to be just compensation.**

Parcel No.	Type of Interest Acquired	Size Units	Price Per Unit	Property % Use	County
165:T	Land	7308 SQFT	\$0	100 Residential	DAVIS
171	Land	47 SQFT	\$0	100 Residential	DAVIS
171:E	Land	157 SQFT	\$0	8 Residential	DAVIS
171:PUE	Land	157 SQFT	\$0	50 Residential	DAVIS
204:T	Land	1207 SQFT	\$0	100 Commercial	DAVIS
205:T	Land	1349 SQFT	\$0	100 Commercial	DAVIS
227:T	Land	1602 SQFT	\$19.5	100 Commercial	DAVIS

**VALUE OF THE TAKING**

				Factor	Value
165:T	----->	7308 SQFT	\$0	100 x 1 =	\$0.00
171	----->	47 SQFT	\$0	100 x 1 =	\$0.00
171:E	----->	157 SQFT	\$0	8 x 2.886 =	\$0.00
171:PUE	----->	157 SQFT	\$0	50 x 1 =	\$0.00
204:T	----->	1207 SQFT	\$0	100 x 1 =	\$0.00
205:T	----->	1349 SQFT	\$0	100 x 1 =	\$0.00
227:T	----->	1602 SQFT	\$19.5	100 x 1 =	\$31,239.00

**OTHER COSTS**

227:T	Rounding				\$61.00
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**NET AMOUNT: \$31,300.00**

Utah Department of Transportation declares that this offer is the amount that has been established by UDOT as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: \_\_\_\_\_  
Kimberly O Reilly / Acquisition Agent



# Utah Department of Transportation

## REAL ESTATE PURCHASE CONTRACT

Project No: S-0108(36)6 Parcel No.(s): 227:T, 204:T, 205:T, 165:T, 171, 171:PUE, 171:E  
Pin No: 15680 Job/Proj No: 72699 Project Location: SR-108; 300 North to 1800 North  
County of Property: DAVIS Tax ID(s) / Sidwell No: N/A, 14-311-0058, N/A, N/A, N/A  
Property Address: Appx. 2000 W 800 N CLINTON UT, 84015  
Owner's Address: 2267 North 1500 West, Clinton, UT, 84015  
Primary Phone: 801-614-0700 Owner's Home Phone: Owner's Work Phone: (801)614-0700  
Owner / Grantor (s): Clinton City, a Municipal Corporation, of 2267 North 1500 West Clinton City, Utah

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Clinton City, a Municipal Corporation, of 2267 North 1500 West Clinton City, Utah ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,<sup>1</sup> and UDOT and Owner agree as follows:

**1. SUBJECT PROPERTY.** The Subject Property referred to in this Contract is identified as parcel numbers 227:T, 204:T, 205:T, 165:T, 171, 171:PUE, 171:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

**2. PURCHASE PRICE.** UDOT shall pay and Owner accepts \$31,300 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

### **3. SETTLEMENT AND CLOSING.**

**3.1 Settlement.** "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

**3.2 Closing.** "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

**3.3 Possession.** Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

### **4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.**

**4.1 Prorations.** All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

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1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



# Utah Department of Transportation

## REAL ESTATE PURCHASE CONTRACT

Project No: S-0108(36)6 Parcel No.(s): 227:T, 204:T, 205:T, 165:T, 171, 171:PUE, 171:E  
Pin No: 15680 Job/Proj No: 72699 Project Location: SR-108; 300 North to 1800 North  
County of Property: DAVIS Tax ID(s) / Sidwell No: N/A, 14-311-0058, N/A, N/A, N/A  
Property Address: Appx. 2000 W 800 N CLINTON UT, 84015  
Owner's Address: 2267 North 1500 West, Clinton, UT, 84015  
Primary Phone: 801-614-0700 Owner's Home Phone: Owner's Work Phone: (801)614-0700  
Owner / Grantor (s): Clinton City, a Municipal Corporation, of 2267 North 1500 West Clinton City, Utah

### 4.2 Fees/Costs.

(a) **Escrow Fees.** UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If UDOT elects to purchase title insurance, it will pay the cost thereof.

**5. TITLE TO PROPERTY.** Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

**6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS.** Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

**7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION.** Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

**8. AUTHORITY OF SIGNER(S).** If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

**9. COMPLETE CONTRACT.** This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

**10. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

**11. ADDITIONAL TERMS (IF APPLICABLE):**



# Utah Department of Transportation

## REAL ESTATE PURCHASE CONTRACT

Project No: S-0108(36)6 Parcel No.(s): 227:T, 204:T, 205:T, 165:T, 171, 171:PUE, 171:E  
 Pin No: 15680 Job/Proj No: 72699 Project Location: SR-108; 300 North to 1800 North  
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 Owner's Address: 2267 North 1500 West, Clinton, UT, 84015  
 Primary Phone: 801-614-0700 Owner's Home Phone: Owner's Work Phone: (801)614-0700  
 Owner / Grantor (s): Clinton City, a Municipal Corporation, of 2267 North 1500 West Clinton City, Utah

**SIGNATURE PAGE TO  
 UTAH DEPARTMENT OF TRANSPORTATION  
 REAL ESTATE PURCHASE CONTRACT**

Authorized Signature(s):

\_\_\_\_\_ Date  
 100% Print Name: Clinton City Corporation

**UTAH DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_ Date  
 Ross Crowe  
 UDOT Director of Right of Way



# Utah Department of Transportation

## REAL ESTATE PURCHASE CONTRACT

Project No: S-0108(36)6 Parcel No.(s): 227:T, 204:T, 205:T, 165:T, 171, 171:PUE, 171:E  
Pin No: 15680 Job/Proj No: 72699 Project Location: SR-108; 300 North to 1800 North  
County of Property: DAVIS Tax ID(s) / Sidwell No: N/A, 14-311-0058, N/A, N/A, N/A  
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Owner's Address: 2267 North 1500 West, Clinton, UT, 84015  
Primary Phone: 801-614-0700 Owner's Home Phone: Owner's Work Phone: (801)614-0700  
Owner / Grantor (s): Clinton City, a Municipal Corporation, of 2267 North 1500 West Clinton City, Utah

### Exhibit A (Attach conveyance documents)



WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed

(CITY)  
Davis County

RECORD AS REQUESTED  
Tax ID No. N/A  
Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:227:T

Clinton City, a Municipal Corporation, of 2267 North 1500 West Clinton City, Utah,  
Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION,  
Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of  
TEN (\$10.00) Dollars, and other good and valuable consideration, the following described  
parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being all of an entire tract of property, situate in the SW1/4 NW1/4  
of Section 34, T.5N., R.2W., S.L.B.&M., for the construction of improvements incident to  
SR-108, 300 North to 1800 North, known as project number S-0108(36)6. The boundaries  
of said parcel of land are described as follows:

A 9-foot-wide strip of land located in the Northwest Quarter of Section 34, T 5N, R.2W,  
S L B &M, more particularly described as follows

Beginning at a point on the southerly boundary line of the Grantors property, which point  
is on the northerly right of way line of 800 North, said point also being  
33.00 feet N00°00'00"E and 76.81 feet S89°33'49"E from the West Quarter Corner of said  
Section 34, thence along said boundary and right of way line S89°33'49"E 173.52 feet,  
thence N00°33'51"E 9.00 feet, thence N89°33'49"W 182.52, thence  
S44°29'59"E 12.71 feet, more or less, to the point of beginning.

Containing 1,602 square feet more or less

Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:227:T

(Note: Rotate above bearings 00°00'15" counterclockwise to equal NAD83 project bearings.)

		<u>Clinton City</u> a Municipal Corporation
STATE OF	)	
	) ss.	
COUNTY OF	)	<u>Signature</u>
		<u>Print Name and Title</u>

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of Clinton City, a Municipal Corporation, of 2267 North 1500 West Clinton City, Utah and that said document was signed by him/her on behalf of said Clinton City, a Municipal Corporation, of 2267 North 1500 West Clinton City, Utah, by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed

(CITY)

Davis County

Tax ID No. N/A  
Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:205:T

Clinton City Corporation, Grantor, a municipal corporation of the State of Utah, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being all of an entire tract of property, situate in Pioneer Square Subdivision as road dedication according to the official plat thereof in the office of the Davis County Recorder, recorded as Entry No. 1992115 in Book 3554 at Page 508, also situate in the SW1/4 NW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., for the construction of improvements incident to SR-108, 300 North to 1800 North, known as project number S-0108(36)6. The boundaries of said entire tract of land are described as follows:

Beginning at the southwest corner of said road dedication, which corner is 33.00 feet N.00°07'29"E. along the section line and 212.00 feet N.89°59'17"E. from the West Quarter Corner of said Section 27; and running thence along the westerly boundary line of said road dedication N.00°07'29"E. 8.95 feet (*9.02 feet per plat*) to the northwest corner of said road dedication; thence along the northerly boundary line of said road dedication S.89°59'58"E. (*N.89°59'17"E. per plat*) 151.00 feet to the northeast corner of said road dedication; thence along the easterly boundary line of said road dedication S.00°07'29"W. 8.92 feet (*9.02 feet per plat*) to the southeast corner of said road dedication; thence S.89°59'17"W. 151.00 feet, more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described entire tract of land contains 1,349 square feet or 0.031 acre in area, more or less.

Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:205:T

(Note: Rotate above bearings 00°19'50" clockwise to equal NAD83 project bearings.)

		_____ Clinton City Corporation
STATE OF	)	
	) ss.	
COUNTY OF	)	_____ Signature
		_____ Print Name and Title

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of Clinton City Corporation and that said document was signed by him/her on behalf of said Clinton City Corporation by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed

(CITY)

Davis County

Tax ID No. N/A  
Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:204:T

Clinton City Corporation, Grantor, a municipal corporation of the State of Utah, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being all of an entire tract of property, situate in Clinton Pines Subdivision Phase 3 as road dedication according to the official plat thereof in the office of the Davis County Recorder, recorded as Entry No. 2018178 in Book 3625 at Page 1326, also situate in the NW1/4 SW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., for the construction of improvements incident to SR-108, 300 North to 1800 North, known as project number S-0108(36)6. The boundaries of said entire tract of land are described as follows:

Beginning at the northeast corner of said road dedication, which corner is 590.00 feet N.89°59'21"E. along the quarter section line and 34.50 feet S.00°09'39"W. from the West Quarter Corner of said Section 27; and running thence along the easterly boundary line of said road dedication S.00°09'39"W. 7.50 feet to the southeast corner of said road dedication; thence along the southerly boundary line of said road dedication S.89°59'21"W. 161.00 feet to the southwest corner of said road dedication; thence along the westerly boundary line of said road dedication N.00°09'39"E. 7.50 feet to the northwest corner of said road dedication; thence N.89°59'21"E. 161.00 feet, more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described entire tract of land contains 1,207 square feet or 0.028 acre in area, more or less.



Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:204:T

(Note: Rotate above bearings 00°20'31" clockwise to equal NAD83 project bearings.)

		_____ Clinton City Corporation
STATE OF	)	
	) ss.	
COUNTY OF	)	_____ Signature
		_____ Print Name and Title

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of Clinton City Corporation and that said document was signed by him/her on behalf of said Clinton City Corporation by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed

(CITY)

Davis County

Tax ID No. N/A  
Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:165:T

Clinton City, Grantor, a municipal corporation of the State of Utah, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being all of an entire tract of property, situate in Regency Park Subdivision Phase 1 as road dedication according to the official plat thereof in the office of the Davis County Recorder, recorded as Entry No. 2185639 in Book 4079 at Page 629, also situate in the SE1/4 SE1/4 of Section 28, T.5N., R.2W., S.L.B.&M., for the construction of improvements incident to SR-108, 300 North to 1800 North, known as project number S-0108(36)6. The boundaries of said entire tract of land are described as follows:

Beginning at a point on said Regency Park Subdivision Phase 1 westerly boundary line of said road dedication, which point is 50.78 feet N.00°09'39"E. along the section line and 55.00 feet N.89°50'21"W. from the Southeast Corner of said Section 28; and running thence along the westerly boundary line of said road dedication N.00°09'39"E. 1,007.99 to the northwest corner of said road dedication, which corner is also the northwest corner of that certain parcel conveyed to the Utah Department of Transportation described in that certain Special Warranty Deed recorded on July 19, 2006 as Entry No. 2185576 at the office the Davis County Recorder; thence the following five (5) courses along the westerly boundary line of said parcel: (1) S.01°24'16"E. 402.98 feet; (2) S.00°09'39"W. 294.79 feet; (3) S.03°30'00"W. 102.99 feet; (4) S.00°09'39"W. 202.55 feet; (5) S.45°05'05"W. 7.08 feet, more or less, to the point of

Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:165:T

beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described entire tract of land contains 7,308 square feet or 0.168 acre in area, more or less.

(Note: Rotate above bearings 00°21'12" clockwise to equal NAD83 project bearings.)

		_____ Clinton City
STATE OF	)	
	) ss.	
COUNTY OF	)	_____ Signature
		_____ Print Name and Title

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of Clinton City and that said document was signed by him/her on behalf of said Clinton City by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed

(CITY)

Davis County

Tax ID No. 14-311-0058

Pin No. 15680

Project No. S-0108(36)6

Parcel No. 0108:171

Clinton City, Grantor, a municipal corporation of the State of Utah, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in Parcel A, Castledale Subdivision Phase 2 according to the official plat thereof recorded April 27, 2001 as Entry No. 1656895 in Book 2796 at Page 363, also situate in the SE1/4 SE1/4 of Section 28, T.5N., R.2W., S.L.B.&M., for the construction of improvements incident to SR-108, 300 North to 1800 North, known as project number S-0108(36)6. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said Parcel A, which point is 1,482.47 feet S.00°09'39"W. along the section line and 55.00 feet S.89°56'22"W. from the East Quarter Corner of said Section 28; and running thence along the southerly boundary line of said Parcel A N.72°32'51"W. 3.14 feet to a point which is 59.00 feet perpendicularly distant westerly from the SR-108 control line of said project, at Engineer Station 273+59.04; thence N.00°09'39"E. 15.71 feet, more or less, to a point on the northerly boundary line of said Parcel A which point is 59.00 feet perpendicularly distant westerly from said SR-108 control line of said project, at Engineer Station 273+74.75; thence along said northerly boundary line of said Parcel A S.72°32'51"E. 3.14 feet to the northeast corner of said Parcel A, which corner is on the existing westerly right of way line of said SR-108; thence along the east boundary line of said Parcel A coincident with said existing westerly right of way line of said SR-108 S.00°09'39"W.15.71 feet, more or less, to the point of

Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:171

beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 47 square feet or 0.001 acre in area, more or less.

(Note: Rotate above bearings 00°21'12" clockwise to equal NAD83 project bearings.)

		_____ Clinton City
STATE OF	)	
	) ss.	
COUNTY OF	)	_____ Signature
		_____ Print Name and Title

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of Clinton City and that said document was signed by him/her on behalf of said Clinton City by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Public Utility Easement

Davis County

Tax ID No. 14-311-0058  
Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:171:PUE

Clinton City, Grantor, the undersigned, hereby DEDICATES a Public Utility Easement for the use and installation of public utility facilities as provided in the Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used by all public utilities according to the terms of the PUE Statute.

A public utility easement, upon part of an entire tract of property, situate in Parcel A, Castledale Subdivision Phase 2 according to the official plat thereof recorded April 27, 2001 as Entry No. 1656895 in Book 2796 at Page 363, also situate in the SE1/4 SE1/4 of Section 28, T.5N., R.2W., S.L.B.&M., in Davis County, Utah.

Beginning at a point on the southerly boundary line of said Parcel A, which point is 1,482.47 feet S.00°09'39"W. along the section line and 55.00 feet S.89°56'22"W. and 3.14 feet N.72°32'51"W. from the East Quarter Corner of said Section 28, which point is also 59.00 feet perpendicularly distant westerly from the SR-108 control line of said project, at Engineer Station 273+59.04 ; and running thence along the southerly boundary line of said Parcel A N.72°32'51"W. 10.47 feet; thence N.00°09'39"E. 15.71 feet, more or less, to a point on the northerly boundary line of said Parcel A; thence along said northerly boundary line of said Parcel A S.72°32'51"E. 10.47 feet to a point on the project westerly right of way line of said SR-108; thence along said project westerly right of way line of said SR-108 S.00°09'39"W.15.71 feet, more or less, to the point of beginning. The above described easement contains 157 square feet or 0.004 acre in area, more or less.

(Note: Rotate above bearings 00°21'12" clockwise to equal NAD83 project bearings.)



Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:171:PUE

Clinton City

STATE OF )  
 ) ss.  
COUNTY OF )

Signature

Print Name and Title

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of Clinton City and that said document was signed by him/her on behalf of said Clinton City by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Temporary Easement

Davis County

Tax ID No. 14-311-0058

Pin No. 15680

Project No. S-0108(36)6

Parcel No. 0108:171:E

Clinton City, Grantor, of Clinton, County of Davis, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described easement in Davis County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in Parcel A, Castledale Subdivision Phase 2 according to the official plat thereof recorded April 27, 2001 as Entry No. 1656895 in Book 2796 at Page 363, also situate in the SE1/4 SE1/4 of Section 28, T.5N., R.2W., S.L.B.&M., to facilitate the construction of improvements incident to SR-108, 300 North to 1800 North, known as project number S-0108(36)6. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

Beginning at a point on the southerly boundary line of said Parcel A, which point is 1,482.47 feet S.00°09'39"W. along the section line and 55.00 feet S.89°56'22"W. and 3.14 feet N.72°32'51"W. from the East Quarter Corner of said Section 28, which point is also 59.00 feet perpendicularly distant westerly from the SR-108 control line of said project, at Engineer Station 273+59.04 ; and running thence along the southerly boundary line of said Parcel A N.72°32'51"W. 10.47 feet; thence N.00°09'39"E. 15.71 feet, more or less, to a point on the northerly boundary line of said Parcel A; thence along said northerly boundary line of said Parcel A S.72°32'51"E. 10.47 feet to a point on the project westerly right of way line of said SR-108; thence along said project westerly right of way

Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:171:E

line of said SR-108 S.00°09'39"W.15.71 feet, more or less, to the point of beginning. The above described easement contains 157 square feet or 0.004 acre in area, more or less.

(Note: Rotate above bearings 00°21'12" clockwise to equal NAD83 project bearings.)

		_____ Clinton City
STATE OF	)	
	) ss.	
COUNTY OF	)	_____ Signature
		_____ Print Name and Title

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of Clinton City and that said document was signed by him/her on behalf of said Clinton City by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



State of Utah

SPENCER J. COX  
Governor

DEIDRE M. HENDERSON  
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

*Executive Director*

BENJAMIN G. HUOT, P.E.

*Deputy Director of Planning and Investment*

LISA J. WILSON, P.E.

*Deputy Director of Engineering and Operations*

November 6, 2023

Clinton City Corporation  
2267 North 1500 West  
Clinton, UT 84015

Dear Clinton City Corporation:

The Utah Department of Transportation (UDOT) has prepared an offer to purchase your property, which is located at Appx. 2000 W 800 N, Clinton, UT 84015 and has assigned parcel number(s) 227:T, 204:T, 205:T, 165:T, 171, 171:PUE, 171:E to help identify your property during this process. The property has been valued using standard valuation methods. Based on those methods, UDOT hereby makes an offer to purchase your property for \$31,300.00.

Although this letter is provided as part of an attempt to negotiate with you for the sale of your property or an interest in your property without using the power of eminent domain, UDOT may use that power if it is not able to acquire the property by negotiation. Because of that potential, the person negotiating on behalf of UDOT is required to provide the following disclosures to you:

- \* You are entitled to receive just compensation for your property.
- \* You are entitled to an opportunity to negotiate with UDOT over the amount of just compensation before any legal action will be filed.
- \* You are entitled to an explanation of how the compensation offered for your property was calculated.
- \* If an appraiser is asked to value your property, you are entitled to accompany the appraiser during an inspection of the property.
- \* You are entitled to discuss this case with the attorneys at the Office of the Property Rights Ombudsman. The office may be reached at 801-530-6391, or at Heber M. Wells Building, 160 East 300 South, Salt Lake City, UT, 84111.
  - \* The Office of the Property Rights Ombudsman is a neutral state office staffed by attorneys experienced in eminent domain. Their purpose is to assist citizens in understanding and protecting their property rights. You are entitled to ask questions and request an explanation of your legal options.
- \* If you have a dispute with UDOT over the amount of just compensation due to you, you are entitled to request free mediation or arbitration of the dispute from the Office of the Property Rights Ombudsman. As part of mediation or arbitration, you are entitled to request a free independent valuation of the property.
- \* Oral representations or promises made during the negotiation process are not binding upon the entity seeking to acquire the property by eminent domain.



State of Utah

SPENCER J. COX  
Governor

DEIDRE M. HENDERSON  
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

*Executive Director*

BENJAMIN G. HUOT, P.E.

*Deputy Director of Planning and Investment*

LISA J. WILSON, P.E.

*Deputy Director of Engineering and Operations*

I will be pleased to visit with you or your representative to discuss this offer and to answer any questions you might have about the acquisition process. Please review all the enclosed documents:

- \* Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- \* Offer to Purchase
- \* Statement of Just Compensation
- \* Right of Way Contract
- \* Deed(s) and/or Easement(s)
- \* Map and legal description

I will be calling you to discuss the enclosed documents and to answer any questions you may have regarding this UDOT Project. If you don't hear from me in the next couple of days it might mean that I have been unable to locate a good telephone number for you. As that may be the case, please give me a call and leave your contact phone number and best time for me to contact you. My contact information is on my business card and also printed below. For your records please make yourself a copy of the documents you are signing before sending them back.

If you are in agreement with our offer, please sign and initial the contract, offer to purchase, all deed(s) and/or easement(s). All deed(s) and/or easement(s) must be signed and notarized. Once all of the required documents have been signed and approved by UDOT, closing documents will be prepared. Please note the signed documents must be approved by the UDOT Director of Right of Way before they will be a final enforceable contract. Upon receipt of the signed documents, a check will be issued payable to you after all applicable liens have been paid. This payment along with a copy of the fully executed contract will be returned to you in approximately six weeks. If you have any questions about the closing or acquisition process, please contact me at your earliest convenience.

On behalf of UDOT, I look forward to working with you.

Sincerely,

Kimberly O Reilly  
801-965-4742  
Acquisition Agent / Right of Way Division  
Utah Department of Transportation



# Utah Department of Transportation

## Right of Way Division

4501 South 2700 West, P.O. Box 148420, Salt Lake City, UT, 84114-8420

By Certified Mail No.

November 6, 2023

Clinton City Corporation  
2267 North 1500 West  
Clinton, UT 84015

Project Name: SR-108; 300 North to 1800 North  
Project No.: S-0108(36)6 Pin: 15680  
Parcel No.(s): 227:T, 204:T, 205:T, 165:T, 171, 171:PUE, 171:E  
Parcel Address: Appx. 2000 W 800 N, CLINTON, UT 84015

Dear Clinton City Corporation:

We regret to inform you that due to our as yet unsuccessful negotiations, we must now begin the condemnation process. The condemnation process will allow you to achieve a final resolution of value for the above referenced property, while enabling the Utah Department of Transportation (UDOT) to fulfill the project need, which is to purchase the property for the above referenced project.

Please be aware that even though we will begin the condemnation process, we are willing to continue to negotiate with you. If you choose to continue negotiating in good faith, please share the reasons why you believe UDOT's offer is unacceptable as well as any supporting documentation you believe supports your claim. We will carefully consider the information and hopefully reach a settlement with you once the issues have been resolved to our mutual satisfaction. If you have decided to accept our offer, please execute the documents presented to you, and return them to us by Nov. 20, 2023.

We would also like to draw your attention to several options available to you. We hope that these options may help us negotiate a settlement. These options are not mutually exclusive. You may decide to use any of these options alone or together with other options.

**OPTION 1: Continued Negotiation.** You may continue negotiating with us outside of litigation if you will agree to sign a *Right of Entry and Occupancy Agreement*. This Occupancy Agreement will enable UDOT to proceed with the project under its time deadlines, while reserving the issue of compensation for future negotiations. Choosing this option will make a court action for condemnation unnecessary while good faith negotiations continue. If no Occupancy Agreement is signed, UDOT will need to seek Occupancy of the property through the courts. UDOT would prefer to obtain the right to occupy with your agreement and continue negotiating with you toward a settlement. UDOT can provide you with a copy of the form Occupancy Agreement upon request.

**OPTION 2: Mediation.** Mediation is available through the Office of the Property Rights Ombudsman ("Ombudsman Office"). In Mediation, a neutral third party assists the parties in fairly resolving their disputes. The Ombudsman Office has been created to provide this service free of charge. The mediator can order that a second appraisal be performed at UDOT's expense if the mediator believes it is reasonably necessary to resolve the dispute. For more information, please contact the Ombudsman Office at (801)530-6391 or at its office at the Heber M. Wells Building, 160 East 300 South, SALT LAKE CITY, UT, 84111. Please note: If you elect mediation, UDOT may still file litigation to secure occupancy of the property for construction if occupancy rights have not otherwise been provided to UDOT.



**OPTION 3: Arbitration.** Arbitration is also available through the Ombudsman Office to settle issues over compensation. Arbitration is similar to a court proceeding except that the arbitration process is less formal. A neutral third party holds a hearing, listens to the information presented by all the parties, evaluates the evidence, and issues a decision. More information is available from the Ombudsman's Office. Please note: If you elect arbitration, UDOT may still file litigation to secure occupancy of the property for construction if occupancy rights have not otherwise been provided to UDOT.

**OPTION 4: Litigation.** If you do not wish to use any of these options to reach a negotiated settlement, we will proceed with the condemnation and your just compensation amount will be determined by the court. We recommend that you seek the advice of an attorney if this is the option you choose.

We appreciate the fact that you have a hard decision to make, and assure you that we will continue to work with you through this process even as we go forward with the condemnation process. We are hopeful that you will be able to accept the offer as is, but if that is not the case, please contact me by Nov. 20, 2023 to discuss the process and where we need to go from here. You may also contact the Ombudsman Office anytime. They will answer your questions, help you to understand your options, and further explain the condemnation process to you.

Please note that if the purchase of your property will require your displacement and relocation, appropriate relocation assistance will be made available to you. Your relocation assistance eligibility and benefits should have already been discussed with you. However, as relocation assistance is not typically included in a condemnation action, any dispute regarding relocation assistance may need to be appealed and/or litigated separately.

We remain available to discuss your options with you at your convenience. Thank you for your continued cooperation.

Sincerely,

*Kimberly O'Reilly*

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Kimberly O Reilly / Acquisition Right of Way Agent  
801-965-4742

*Kimberly O'Reilly*

---

Kimberly O Reilly / Right of Way Manager, Team Leader  
801-965-4742



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

**MAYOR**  
*Brandon Stanger*

**CITY COUNCIL MEMBERS**  
*Anna Stanton*  
*Marie Dougherty*  
*Gary Tyler*  
*Dane Searle*  
*J. Stark*

<b>Date of Meeting</b>	<b>November 14, 2023</b>	<b>Call to Order: 7:00 PM</b>
<b>City Council &amp; Staff Present</b>	City Manager Dennis Cluff, 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 and Lisa Titensor recorded the minutes.	
<b>Attendees who signed the record</b>	Aaron & Rebecca Mancil, Amy Durrans and family, Shannon & Jason Mullins, Preston Anderson, Amy Mills, Howard Sorensen, Bev Lambdin, Jason McKaughan, Austin Gray, Katie Hansen, Catherine Hoskins, Andy Hale, Dave Powers, Dan Yardley, Luke Yardley, Russel Arave, Spencer Arave, Blair Bateman, Sheila Bateman, Aaron Cleveland, Heber Beddes, Jonathan Hirschi, Kimerlee Hirschi, Crede Bailey, Natalie Cook, Cooper Dayley, Brinlee Hale, Samantha Hansen, Zachary Hansen, EmmaLi Hirschi, Mataya Jones, McKenzie Jones, Daniel Mancil, Sarah Mancil, Jackson Mills, Aubrey Naylor, Taylor Nelson, Natalie Peterson, Jessi Stewart, Kali Stewart	
<b>Invocation or Thought &amp; Pledge of Allegiance</b>	Brinlee Hale gave the invocation. Natalie Peterson led the Pledge of Allegiance.	
<b>Roll Call &amp; Attendance Of City Council</b>	Mayor Stanger, Councilmember Dougherty, Councilmember Searle, Councilmember Stanton, Councilmember Stark  Councilmember Tyler was excused.	
<b>Mayor Stanger directed the Council to agenda item B, C, D &amp; E prior to addressing agenda item A.</b>		
<b>Public Input</b>	Aaron Cleveland asked the Council to consider revisiting the external ADU regulations. He explained the medium home price is now \$490 to \$500,000. The average Utah income is \$48,500.00. He feels that allowing external ADU's will help address the shortage of housing and provide more affordable housing options.	
<b>A. PUBLIC HEARING, ARGUMENTS FOR AND AGAINST THE 2023 MUNICIPAL ELECTION RAP TAX PROPOSITION</b>		
<b>Petitioner</b>	Dennis Cluff, Fire Chief David Olsen	
<b>Discussion</b>	<p>The Clinton City Council voted to place an opinion question on imposing a RAP Tax on the 2023 Municipal Ballot. The tax would not be imposed on food items or gas but would be a 0.1% sales tax on all other taxable items. The funds collected can only be spent on parks, recreation and cultural development, improvements, and operations. This sales tax rate means \$0.01 would be collected for every \$10 spent in Clinton.</p> <p>The Ballot language will read as follows:</p> <p>Shall Clinton City, Utah be authorized to impose 0.1% sales and use tax to fund park improvements, recreational improvements, and cultural facilities and organizations for Clinton City?</p>	

Yes \_\_\_  
No \_\_\_

A Voter information packet was mailed to all residences within Clinton City. This public hearing is to hear arguments both for and against the proposition.

Mayor Stanger opened the public hearing on the RAP Tax proposition.

Blair Bateman stated he does not feel it is a good time to implement a RAP Tax.

Austin Gray said he feels that the RAP Tax is a good way to generate additional income from everyone who shops in Clinton, not just by raising taxes for Clinton citizens.

Jason McKaughan commented it is a small amount that will be collected. This tax will benefit the City for parks and recreation.

Russell Arave is in favor of the RAP tax. He asked if the City Council has specific plans to use the funds.

Howard Sorenson is concerned about implementing a tax just because surrounding cities have it. He feels there should be a specific plan before a tax is implemented. He opposes the tax.

Spencer Arave approves of the RAP Tax; it is better late than never. He feels it will benefit the City. He hopes it will help bring more focus to the arts. The Arts Board will be able to get more recognition for their events and it will help fund senior activities.

Kirby Crowley stated he has been a citizen for 17 years. He lives across from Pond Park; promised money has been diverted from that park which is creating a fire hazard. He is disappointed that promises to improve the pond have not been kept. He is not in favor of a consumption tax and believes it will actually have the opposite affect for the Clinton economy by discouraging people to shop in Clinton.

Preston Anderson is against the RAP Tax. He is self employed so he already pays a higher tax. The pond park needs to be completed.

Bev Lambdin explained she has been the Secretary for the Parks Advisory Board for several years. The Parks Board has a booth at Heritage Days each year and park improvements are important to the residents. This will only be one cent for every \$10 spent in Clinton on items that are not food or gas. If the tax passes, Clinton may be able to move forward with some public requests for parks.

Dan Yardley is against the RAP Tax. He feels that impact fees from new homes should proportion out the funds needed to improve parks.

With no further public comment, Mayor Stanger closed the public hearing at 7:55 p.m.

Mr. Cluff clarified this is a temporary tax that is only established for 10 years at a time.

Councilmember Dougherty stated she has done a significant amount of research on taxes. She takes what it means to represent every citizen in Clinton very

	<p>seriously. Part of the City Council’s job is to build a community in a fiscally responsible way. She pointed out that Clinton actually has among the lowest taxes and fees in the state. Clinton has done very well being fiscally restrained and responsible.</p> <p>Councilmember Searle explained that the citizens have a say by voting on the RAP Tax. He is a proponent of the tax for Clinton but he will adhere to the public’s voice.</p> <p>Councilmember Stanton expressed appreciation for the participation of those in attendance. She does not take the idea of a tax lightly even if it is only \$0.01. She understands the concern over taxes. The City is fiscally responsible. She feels that implementing a RAP Tax is in the best interest of Clinton.</p> <p>Councilmember Stark said he is in support of a RAP Tax. He likes that the funds can only be directed to specific projects. He appreciates the perspectives presented by the public. He likes that it is only for a 10 year commitment and is specifically earmarked for the betterment and beautification of the City.</p> <p>Mayor Stanger explained that inflation has also impacted the City. He feels it is important to plan ahead. Property taxes and Enterprise funds haven’t been adjusted incrementally to keep up with inflation. The RAP Tax will benefit the City for parks and recreation.</p> <p>Mayor Stanger directed the Council to agenda item F.</p>
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**B. RECOGNITION AND SWEARING IN OF THE 2023-24 YOUTH COUNCIL**

<b>Petitioner</b>	Dennis Cluff, Anna Stanton
<b>Discussion</b>	<p>The following 2023-24 Youth Council members were sworn in:</p> <p>Crede Bailey Natalie Cook Cooper Dayley Brinlee Hale Samantha Hansen Zachary Hansen EmmaLi Hirschi Mataya Jones McKenzie Jones Daniel Mancil Sarah Mancil Jackson Mills Aubrey Naylor Taylor Nelson Natalie Peterson Jessi Stewart Kali Stewart</p> <p>Councilmember and Youth Liaison Anna Stanton congratulated and welcomed the new members.</p> <p>She also announced Amy Mills has decided to step down as a Youth Council advisor and asked the Council to recognize Amy for her dedication and service. She read the following:</p> <p>Amy Mills volunteered to serve as Clinton City Youth Council advisor from 2016</p>

	<p>to 2023, serving a total of 7 years.</p> <p>Amy is a wife, mother to 5 wonderful children, serves in her church and neighborhood community, maintains a full-time job and found time to volunteer as an advisor.</p> <p>Over the span of her 7 years Amy has impacted the growth, maturity, and life of 175 Clinton City Youth between the ages of 14 to 18 (9<sup>th</sup> thru 12<sup>th</sup> grade). Over the years with this 175 youth, Amy volunteered at 157 events accumulating 11,202 volunteer service hours while supporting, state, county and local Utah communities. They supported national level events like: Share Walk, Relay for Life and Wreaths Across America for Veterans. They supported international events like ExTerra Triathlon. They supported Davis &amp; Weber Counties such as North Davis Illumination, and Ogden Christmas Box House. Within the Clinton Community they have supported the Police Department – Citizens Academy, Fire Department – Annual Open House, City Recreation Department – annual events as the Halloween Walk, Easter Dash, Heritage Days 5K and Kids Dash, and assisted at local elementary school festivals.</p> <p>Amy led the youth in hosting their own events annually as well. They organized and hosted dinner for the Children at the Ogden Christmas Box House; coordinated their annual Knock and Drop Food Drive providing food during holidays for 6 to 12 Clinton families each year and organized the Youth Council’s very own Sub For Santa event that supports 2 to 5 Clinton families each year.</p> <p>Finally, over the past 7 years, Amy’s own volunteer service hours supporting all these events amounts to 631 hours. This does not include her own personal time she took to prepare, coordinate, and organize for each event on her own time.</p> <p>Totals:  Events Supported in 7 years: 157  Youth advised over 7 years: 175  Total Youth Council Service Hours over 7 years: 11,202 hours  Amy’s Service Hours Serving at events over 7 years: 631</p> <p>Councilmember Stanton also acknowledged youth advisors Joan Young and Tangie Dayley and expressed a huge thank you to them for their efforts and participation with the Youth Council.</p> <p>The Youth Council expressed their appreciation to Amy and presented her with a bouquet of flowers.</p> <p>Amy Mills stated she has enjoyed working with the Youth Council and she thanked the City for their support and this recognition.</p>
<b>C. EMPLOYEE OF THE MONTH FOR OCTOBER 2023 – ZAC DYE, FIRE DEPARTMENT</b>	
<b>Petitioner</b>	Dennis Cluff, Chief Dave Olsen
<b>Discussion</b>	<p>Fire Chief David Olsen stated he would like to recommend Firefighter/AEMT Zac Dye for Employee of the Month for October 2023. Zac has been with the fire department for 8 months as a full-time Firefighter/AEMT. He came from the Ogden City Fire Department, which is one of the busiest departments in the State. His experience and skills from working in Ogden have proven to be of great value to Clinton.</p> <p>Zac is being recognized because of his great attitude, positive mindset and for his willingness to be a team player.</p>

	<p>Over the past few years the fire service has had a very challenging job market to contend with. There have been big gaps in experience and skill sets and adjustments had to be made to ensure there is a good skill mix among the shifts. Because of this, in the last 8 months Zac has had to move shifts 3 different times. Recognizing that changing shifts can be very inconvenient and disruptive to his personal life and schedule outside of work, Zac was willing to step up and do whatever it takes, all because it was in the best interest of the department.</p> <p>Zac is currently on “A” shift and is overseeing the departments Personal Protective Equipment (PPE). According to Captain Powers, he is doing a great job with this assignment as they are in the process of inventorying everyone’s PPE and getting it organized in a new room. Most firefighter PPE expires after 10 years of use and then it has to be replaced. Having a good system in place helps ensure we are providing our department with the best and safest PPE the industry has to offer.</p> <p>The Council expressed their gratitude to firefighter Dye.</p>
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**D. RESOLUTION 23 -23, RECERTIFICATION OF CLINTON JUSTICE COURT**

<b>Petitioner</b>	Judge Catherine Hoskins, Shannon Mullins
<b>Discussion</b>	Utah requests the recertification of the court months in advance of the term end date, just in case a City decides to relinquish its court system to the County. The municipal (justice) court judge is now elected and no longer appointed by the Council. Clinton’s Justice Court has worked well, and is providing the City with local law judicial enforcement as well as a revenue stream to help off-set the costs of the court. Staff recommends Clinton continue with the Justice Court.
<b>CONCLUSION</b>	<i>Councilmember Stanton moved to adopt Resolution 23 -23 Recertifying the Clinton Justice Court for another 4 year term, ending January 31, 2028. Councilmember Searle seconded the motion. Voting by roll call is as follows: Councilmember Dougherty, aye; Councilmember Searle, aye; Councilmember Stanton, aye; Councilmember Stark, aye.</i>

City Recorder Lisa Titensor swore-in Justice Court Judge Catherine Hoskins for a 4 year term ending January 31, 2028.

**E. APPOINTMENT OF AMY DURRANS AS FUTURE COURT ADMINISTRATOR BEGINNING JANUARY 15, 2024**

<b>Petitioner</b>	Dennis Cluff, Judge Catherine Hoskins, Shannon Mullins
<b>Discussion</b>	<p>Mr. Cluff reported Amy Durrans was hired as a Court Clerk in October 2015 and has been progressively learning and working in the Municipal Court since. She is an experienced Court Clerk in all the areas and functions required by the State. Amy has also been functioning as the stand-in Court Administrator when Shannon is off, and has performed very well.</p> <p>Shannon is retiring as of January 15, 2024 and both she and Judge Hoskins have recommended Amy as her replacement. As per the City’s Personnel Policies, the City Manager recommends the appointment of the department heads, in this case, the appointment of Amy Durrans as the next Clinton Municipal Court Administrator upon Shannon’s retirement, and the City Council ratifies the recommendation if they agree. In the past the recommendation of the Judge has also played a huge part in the selection of the Court Administrator.</p>
<b>CONCLUSION</b>	<i>Councilmember Stark moved to ratify the promotion of Amy Durrans to replace the retiring Court Administrator effective January 15, 2024. Councilmember Dougherty seconded the motion. Voting by roll call is as follows: Councilmember Dougherty, aye; Councilmember Searle, aye; Councilmember</i>



	<i>Stanton, aye; Councilmember Stark, aye.</i>
<b>F. COOPERATIVE AGREEMENT WITH UDOT FOR DRAINAGE PERTAINING TO 2000 WEST WIDENING PROJECT</b>	
<b>Petitioner</b>	Dennis Cluff, David Williams, Bryce Wilcox
<b>Discussion</b>	UDOT is still working on a Cooperative Agreement in conjunction with the 2000 West widening project for the purpose of UDOT and Clinton City to work together in regards to storm drainage. As part of their project, UDOT will be constructing storm drainage systems and a new storm water detention pond. UDOT will reserve space in its drainage collection system and detention pond for the City’s storm drainage and in return the City will allow for UDOT storm drain discharge in the City’s storm drain collection system. The final agreement is not ready. Staff asked this item to be tabled.
<b>CONCLUSION</b>	<i>Councilmember Stanton moved to table the Maintenance and Ownership Cooperative Agreement with UDOT pertaining to added drainage from the 1300 North and 2000 West improvement projects to the November 28, 2023 CC meeting. Councilmember Dougherty seconded the motion. Voting by roll call is as follows: Councilmember Dougherty, aye; Councilmember Searle, aye; Councilmember Stanton, aye; Councilmember Stark, aye; Councilmember Tyler, aye.</i>
<b>G. RESOLUTION 24-23 - ADOPTION OF THE CLINTON CITY AMENDED CONSOLIDATED FEE SCHEDULE</b>	
<b>Petitioner</b>	Dennis Cluff
<b>Discussion</b>	<p>At the August 8, 2023 City Council meeting, the Council agreed to make changes to the FY 23-24 Fee Schedule including Enterprise Fund fees to become effective January 1, 2024.</p> <p>Much of the discussion during that meeting centered on the Storm Drain fee and it was eventually agreed on to be increased by \$4 per household per month. Since then, the fund accounting has been updated through the audit process and shows a better fund balance for the Storm Drain Enterprise fund than previously estimated. Additional Storm Drain funding is still needed but a lesser increase will provide the needed increase in fund balance/reserves which includes the Storm Drain fund portion for new equipment that will be needed in the future. Therefore staff recommends the FY 23-24 Fee Schedule for the monthly Storm Drain fee, beginning January 2024, be reconsidered.</p> <p>The City Council discussed raising the fee by \$2 instead of the \$4.</p> <p>Mayor Stanger explained the balance can be reviewed again next year if the fund appears to be lacking.</p> <p>City Engineer Bryce Wilcox explained that the projects planned for this year are funded in the current budget.</p> <p>Mr. Cluff clarified inflation costs have required the City to pull funds from the reserve to complete projects. This does not include impact fees. A \$2 increase would provide a slight increase in the fund balance to replace some of the reserves.</p> <p>The Council was in consensus to raise the fee by \$2.</p>
<b>CONCLUSION</b>	<i>Councilmember Stark moved to adopt Resolution 24-23 approving the amended FY 2023-24 Clinton City Consolidated Fee Schedule including the \$2 increase to the storm drain fee to be effective January 1, 2024. Councilmember Searle seconded the motion. Voting by roll call is as follows: Councilmember Dougherty, aye; Councilmember Searle, aye; Councilmember Stanton, aye; Councilmember Stark, aye.</i>

<b>H. RESOLUTION 25-23 REVISED PARAMEDIC ABOARD CHARGES AGREEMENT WITH WEBER COUNTY AND OTHER PARAMEDIC SERVICES PROVIDERS</b>	
<b>Petitioner</b>	Dennis Cluff, Chief David Olsen
<b>Discussion</b>	<p>Resolution 16-23 which was this same agreement with Weber County providers was passed in June. Since then, Weber County (Ogden City) has decided they would like one agreement that covers all the entities in the larger 4 county area which could possibly be called on to provide Paramedic Aboard services for another entity.</p> <p>This is a five year agreement to cover those times when Clinton ambulance service or paramedic team is dispatched into Weber or another County to render service or when such service may be rendered by one of them within Clinton. This Agreement is the same as the previous one and requires the ambulance service provider to add the paramedic charges to the ambulance billing so that the paramedic provider can be reimbursed for their services when the bill is paid. Most of the insurance companies (including Medicare/Medicaid) only want one billing from each ambulance transport activity. Clinton’s activity with these other entities is limited but when needed, it is essential for the health, safety and welfare of their or our citizens needing the service. If Clinton wishes to provide back-up service within these other areas and get reimbursed for the paramedic service, this agreement must be signed. Though the fiscal and physical impact to Clinton City is minimal, the impact to specific Weber County and other area citizens could be life saving. Staff recommends approving this Agreement.</p>
<b>CONCLUSION</b>	<i>Councilmember Searle moved to adopt Resolution 25-23, approving an Intergovernmental Cooperation Agreement for Paramedic Aboard Charges with Weber County and other Paramedic Service Providers; and to rescind Resolution 16-23. Councilmember Stark seconded the motion. Voting by roll call is as follows: Councilmember Dougherty, aye; Councilmember Searle, aye; Councilmember Stanton, aye; Councilmember Stark, aye.</i>
<b>I. CONVEYANCE OF WATER MAIN TO WEBER BASIN WATER CONSERVANCY DISTRICT</b>	
<b>Petitioner</b>	Dennis Cluff, Bryce Wilcox, Dave Williams
<b>Discussion</b>	<p>Prior to approximately 1994, the water supplied by Weber Basin to the City was connected directly to the system and not to the water tanks. It filled the water tanks but had to travel through the distribution system first. The City was having trouble with sand in the water system that was produced from a Weber Basin well. To solve this issue, the City installed a new connection from the Weber Basin supply line that tied directly to the water tanks. This way any sand in the system would settle in the tank. The new 18” water supply line connection was installed in about 1994 and runs about 4,000 feet from the water tanks to the connection at about 2600 North and is all on HAFB property. See the map attached to the staff report. This 18” line is owned and maintained by Clinton City.</p> <p>Weber Basin would like to take ownership of this 18” line that supplies water to the tanks. This would allow them to loop their system through the new Falcon Hill development so they can better serve Clinton City. This is good for Clinton city as it will make Weber Basin responsible for future maintenance of this line.</p> <p>Staff recommends the 18” water supply line be turned over to Weber Basin for ownership and future maintenance.</p>
<b>CONCLUSION</b>	<i>Councilmember Stark moved to approve conveying this 18 inch water line to Weber Basin and authorize the Mayor to sign the proper conveyance document. Councilmember Stanton seconded the motion. Voting by roll call is as follows:</i>

	<i>Councilmember Dougherty, aye; Councilmember Searle, aye; Councilmember Stanton, aye; Councilmember Stark, aye.</i>				
<b>J. BID AWARD FOR TREE TRIMMING ALONG THE RAIL TRAIL</b>					
<b>Petitioner</b>	Dennis Cluff, Dave Williams				
<b>Discussion</b>	<p>Every year public works gets requests from home owners along the DRGR (Rail) Trail to remove/trim trees overhanging into their property. This year there have been two requests. One of these tree removal requests will require a crane to remove the tree safely. The plan is also to do some safety pruning of over head branches in the section between 1800 N and 1300 N. Currently there is \$15,000.00 budgeted for this in account 10-6025. This project is usually bid out in the winter time for a lower cost bid and less interruption to the trail as it will need to be closed off while work is being performed.</p> <p>The following bids were received for the tree work:</p> <table border="0"> <tr> <td>Ernesto’s Tree Service</td> <td>\$15,500.00</td> </tr> <tr> <td>Nye’s Tree and Stump Service</td> <td>\$17,700.00</td> </tr> </table> <p>Staff has worked with Ernesto’s Tree Service many times in the past and they have done a good job. They are available to start right away.</p>	Ernesto’s Tree Service	\$15,500.00	Nye’s Tree and Stump Service	\$17,700.00
Ernesto’s Tree Service	\$15,500.00				
Nye’s Tree and Stump Service	\$17,700.00				
<b>CONCLUSION</b>	<i>Councilmember Searle moved to award the Tree Trimming bid to Ernesto’s Tree Service for \$15,500. Councilmember Stark seconded the motion. Voting by roll call is as follows: Councilmember Dougherty, aye; Councilmember Searle, aye; Councilmember Stanton, aye; Councilmember Stark, aye.</i>				
<b>Approval of Minutes</b>	<i>Councilmember Searle moved to approve the minutes of the October 24, 2023 City Council Meeting. Councilmember Dougherty seconded the motion. Voting is as follows: Councilmember Dougherty, aye; Councilmember Searle, aye; Councilmember Stanton, aye; Councilmember Stark, aye; Councilmember Tyler, aye.</i>				
<b>Accounts Payable</b>	<i>Councilmember Stanton moved to authorize the payments. Councilmember Stark seconded the motion. Council members’ Dougherty, Searle, Stanton and Stark voted in favor of the motion.</i>				
<b>Planning Commission Report</b>	The November 7, 2023 Planning Commission meeting was cancelled				
<b>City Manager</b>	<ul style="list-style-type: none"> <li>• The Parks Board will meet on Wednesday, November 15, 2023 at 5 pm.</li> <li>• The Thanksgiving holiday is November 23, 2023 and the City offices will be closed on November 23 and 24 in observance.</li> <li>• A special meeting will be scheduled for 7 p.m. on Monday November 20, 2023 to vote on the new City Manager.</li> </ul>				
<b>Staff reports</b>	<p>Fire Chief Olsen</p> <ul style="list-style-type: none"> <li>• Reported the Fire Department is conducting their annual coat drive through December.</li> <li>• Dispatch has switched to consolidated server.</li> </ul> <p>Treasurer Steve Hubbard</p> <ul style="list-style-type: none"> <li>• Reported the audit should be complete and presented in December.</li> </ul>				
<b>Councilmember Dougherty</b>	<ul style="list-style-type: none"> <li>• Nothing at this time.</li> </ul>				
<b>Councilmember Searle</b>	<ul style="list-style-type: none"> <li>• Nothing at this time</li> </ul>				
<b>Councilmember Stanton</b>	<ul style="list-style-type: none"> <li>• Reported projects are ongoing for the Sewer Board.</li> <li>• The Youth Council has several projects planned.</li> </ul>				
<b>Councilmember Stark</b>	<ul style="list-style-type: none"> <li>• Nothing at this time.</li> </ul>				

<b>Councilmember Tyler</b>	<ul style="list-style-type: none"> <li>• Excused</li> </ul>
<b>Mayor Stanger</b>	<ul style="list-style-type: none"> <li>• Appreciates the efforts of staff on behalf of the citizens.</li> <li>• 22 applications were received for the City Manager position. A review committee has narrowed the selection down to six. An interview committee interviewed five candidates and narrowed the selection down to 3 to come back in an open meeting. The Council agreed on a special meeting on Thursday, November 16, 2023 at 7:30 p.m. to hear a presentation from the three candidates and to hold a meet and greet session with staff.</li> </ul>
<b>ADJOURNMENT</b>	<p><i>Councilmember Stanton moved to adjourn. Councilmember Stark seconded the motion. Councilmembers Dougherty, Searle, Stanton and Stark voted in favor of the motion. The meeting adjourned at 8:59 pm.</i></p>

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Lisa Titensor, Clinton City Recorder



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

**MAYOR**  
*Brandon Stanger*

**CITY COUNCIL MEMBERS**  
*Anna Stanton*  
*Dane Searle*  
*Marie Dougherty*  
*Gary Tyler*  
*J. Stark*

<b>Date of Meeting</b>	<b>November 16, 2023</b>	<b>Called to Order: 7:30 PM</b>
<b>Staff Present</b>	City Manager Dennis Cluff and Lisa Titensor recorded the minutes. Community Development Director Peter Matson, Treasurer Steve Hubbard, Fire Chief David Olsen, Police Chief Shawn Stoker, Recreation Director Brooke Mitchell, Addison Rodriguez, JUB Engineer Bryce Wilcox	
<b>Roll Call &amp; Attendance</b>	Councilmember Dougherty, Councilmember Searle, Councilmember Stanton, Councilmember Stark, Councilmember Tyler	
<b>A. FINAL INTERVIEWS FOR THE NEW CITY MANAGER</b>		
<b>Petitioner</b>	Mayor Stanger	
<b>Discussion</b>	<p>Presentations were given by the following three final candidates for the City Manager position. Each drew a number to determine the order in which they would present.</p> <p>Shawn Warnke</p> <p>Trevor Cahoon</p> <p>Scott Hess</p> <p>After the presentations, each candidate dispersed to a conference room in City Hall and participated in a meet and greet session with city personnel in attendance.</p> <p>The City Council set a special meeting for Monday, November 20, 2023 at 7:00 pm to vote on the candidate of their choice to fill the position.</p>	
<b>ADJOURNMENT</b>	<b><i>Councilmember Stanton moved to adjourn. Councilmember Tyler seconded the motion. Councilmembers Searle, Stanton and Tyler voted in favor of the motion. The meeting adjourned at 8:22 pm.</i></b>	

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**Lisa Titensor, Clinton City Recorder**



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

**MAYOR**  
*Brandon Stanger*

**CITY COUNCIL MEMBERS**  
*Anna Stanton*  
*Dane Searle*  
*Marie Dougherty*  
*Gary Tyler*  
*J. Stark*

<b>Date of Meeting</b>	<b>November 20, 2023</b>	<b>Called to Order: 7:05 PM</b>
<b>Staff Present</b>	City Manager Dennis Cluff and Lisa Titensor recorded the minutes. Police Chief Shawn Stoker, Fire Chief David Olsen, Recreation Director Brooke Mitchell, Treasurer Steve Hubbard, Community Development Director Peter Matson	
<b>A. APPOINTMENT OF NEW CITY MANAGER</b>		
<b>Petitioner</b>	Mayor Stanger	
<b>Discussion</b>	<p>Mayor Stanger provided an explanation of the process the City Council went through to get to this point of selection.</p> <p>The job was posted and advertised. There was an extension provided on the deadline for application due to a technical issue with Clinton City's email.</p> <p>Mayor Stanger put together a committee to narrow down the applicants to six that were chosen for interviews.</p> <p>The interview panel then narrowed the selection down to three.</p> <p>Those three candidates were then invited to give a presentation at a special City Council meeting on November 16, 2023. The Council then set a special meeting for November 20, 2023 to make a final selection..</p> <p>In accordance with Utah State Code 52-4-204, 52-4-205 &amp; 52-4-206, the City Council discussed moving into a closed meeting to discuss the candidates.</p>	
<b>CONCLUSION</b>	<b><i>Councilmember Searle moved to enter into closed session. Councilmember Stanton seconded the motion. Voting by roll call is as follows: Councilmember Dougherty, aye; Councilmember Searle, aye; Councilmember Stanton, aye; Councilmember Stark, aye; Councilmember Tyler, aye.</i></b>	
<b>Discussion</b>	<p>At 7:40 pm the special city council meeting resumed.</p> <p>Councilmember Dougherty expressed appreciation to all the applicants. She felt that all the applicants were great people and she appreciated their willingness to apply.</p>	
<b>CONCLUSION</b>	<b><i>Councilmember Searle moved to nominate Trevor Calhoon as the selection to fill the City Manager position. Councilmember Tyler seconded the motion. Voting by roll call is as follows: Councilmember Dougherty, aye; Councilmember Searle, aye; Councilmember Stanton, aye; Councilmember Stark, aye; Councilmember Tyler, aye.</i></b>	
<b>ADJOURNMENT</b>	<b><i>Councilmember Stanton moved to adjourn. Councilmember Stark seconded the motion. Councilmembers Dougherty, Searle, Stanton, Stark and Tyler voted in favor of the motion. The meeting adjourned at 7:41 pm.</i></b>	