

CLINTON CITY COUNCIL AGENDA

2267 N 1500 W Clinton, UT 84015

AUGUST 11, 2025 – SPECIAL MEETING

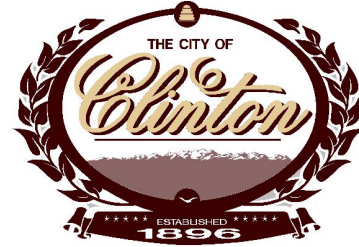
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Meeting ID: 891 7487 5476 Pass Code: 012738



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

SPECIAL CITY COUNCIL MEETING

1. Call to Order

BUSINESS

- A. **Resolution 10-25** - Request from Home Depot to enter into a water service agreement setting forth the City's commitment to provide culinary water and fire flow service for the Home Depot store located at 2554 North 2000 West (Parcel 13-051-0063).

Dated this 8th day of August, 2025
/s/Lisa Titensor, Clinton City Recorder

A link to the meeting can be found either at the top of the agenda OR on the Clinton City Website, or Facebook at <https://www.facebook.com/ClintonCityUT/>

- *Supporting documentation for this agenda is posted on the Clinton City website at www.clintoncity.com and on the Utah Public Notice Website www.utah.gov/pmn*
- *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 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.*

Mayor
Brandon Stanger

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

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	August 11, 2025
CONSENT AGENDA	N/A
BUSINESS AGENDA	A
PETITIONER(S):	Trevor Cahoon, Peter Matson and Home Depot U.S.A., Inc.
TYPE OF VOTE:	Roll Call
SUBJECT:	Resolution 10-25 - Review and action on a request from Home Depot to enter into a water service agreement setting forth the City's commitment to provide culinary water and fire flow service for the Home Depot store located at 2554 North 2000 West (Parcel 13-051-0063).

RECOMMENDATION:

That the City Council adopt Resolution 10-25 approving the Water Service Agreement with Home Depot to provide culinary and fire flow water service to the Home Depot store and garden center on 11.40 acres zoned P-Z (Performance Zone) located at 2554 North 2000 West (Parcel 13-051-0063).

SUMMARY:

On June 5, 2025, the Planning Commission approved the preliminary subdivision plat and site plan for the Clinton Home Depot development. During the review process, the City informed Home Depot that the required culinary water and fire flow would be provided to the development through the construction of a 10-inch service line. This line will extend from 1500 West, utilizing an existing easement, to the Home Depot site. The installation of this 10-inch water line is an approved capital project in the City's 2025-2026 final tentative budget and is scheduled for completion before Home Depot's occupancy.

Additionally, the Greenfield Landing Planned Residential Development (PRD), located south of Home Depot, has a planned 10-inch water line that will connect to the Home Depot site. This connection will create a looped water system, ensuring adequate flow for Home Depot. Although construction on Greenfield Landing is underway, Home Depot requires assurance that this looped system will be in place by March 2026 to facilitate its planned occupancy shortly thereafter.

The Agreement will formalize the City's commitment to construct the 10-inch water line from 1500 West. If the Greenfield line is installed as planned, the City will have flexibility regarding the timing of the 1500 West line's construction.

This Agreement is the result of several weeks of discussions and revisions. City staff and the city attorney have carefully reviewed the attached Agreement and are confident that it accurately reflects the City's intentions and serves the City's best interests. Therefore, staff recommends proceeding with its approval.

ATTACHMENTS:

(A) Resolution 10-25

(B) Water Service Agreement between Clinton City and Home Depot U.S.A., Inc.

(C) Water Service Map

ATTACHMENT A

RESOLUTION NO. 10-25

A RESOLUTION ADOPTING A WATER SERVICE AGREEMENT CLINTON CITY AND HOME DEPOT U.S.A., INC.

WHEREAS, Developer, HOME DEPOT is developing certain property located at approximately 2554 North 2000 West in Clinton City; and

WHEREAS, Home Depot and Clinton City have entered into an agreement setting forth the responsibilities of both parties to assure that culinary and fire flow water service is extended appropriately to the Home Depot store and related site and utility improvements; 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 Home Depot project will be developed according to the overall objectives and intent of the City's General Plan and in the best interest of the City.

NOW, THEREFORE, THE CLINTON CITY COUNCIL RESOLVES TO ADOPT AND APPROVE THE ATTACHED WATER SERVICE AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

SECTION 1. By majority vote on a motion before the Clinton City Council, the Council approves the attached Water Service 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 ____ day of _____ 2025.

BRANDON STANGER
MAYOR

ATTEST:

LISA TITENSOR
CITY RECORDER

Posted: _____

WATER SERVICE AGREEMENT

THIS WATER SERVICE AGREEMENT is made and entered into as of the ____ day of August, 2025 by and between **CLINTON CITY**, a Utah municipal corporation, hereinafter referred to as “**City**” and **HOME DEPOT U.S.A., INC.**, a Delaware corporation, hereinafter referred to as “**Home Depot**.”

RECITALS:

A. Home Depot has received preliminary land use and plan approvals from the City for the construction of a Home Depot store located at 2554 North 2000 West pursuant to a Notice of Decision issued by the City on June 12, 2025 (the “**NOD**”). The land to be acquired by Home Depot on which the HD Project is intended to be built (the “**HD Land**”), and the construction of the Home Depot store and all related site and utility improvements (the “**HD Development**” which, together with the HD Land are collectively referred to herein as the “**HD Project**”) is not currently served by City water lines.

B. The City has received grant funding for the construction of various water projects and, subject to the terms of this Agreement, intends to apply a portion of the grant funding to a project to extend a water line which will benefit and be utilized to serve the water requirements of the HD Project based on Home Depot’s construction drawings referenced and approved in, and subject to, the terms of the NOD, which require a pressurized water line with a residual pressure at a fire flow rate of not less than 2,500 psi (the “**HD Water Requirement**”).

C. The City has also notified Home Depot of a pending development project adjacent to the south of the HD Project (the “**Greenfield Project**”) which requires the developer thereof to install certain utility improvements, including a water line (the “**Greenfield Water Line**”) that (i) is required to be extended to the HD Land, (ii) is of a size and water pressure sufficient to satisfy the HD Water Requirement, (iii) if installed timely as currently contemplated by the City, will (A) be available for Home Depot’s connection to serve the HD Project with City water service, and (B) allow the City to utilize the awarded grant funding for different projects in the City.

D. The City and Home Depot desire to assure that water service is extended appropriately to the HD Project to satisfy the HD Water Requirements in a way that is timely for Home Depot’s intended construction of the HD Project and to also permit the City to utilize the awarded grant funding in a manner that maximizes the benefit to City residents.

E. The City is now willing to work with and provide or cause to be provided water service to the HD Project in accordance with and subject to the terms and conditions of this Agreement hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement.
2. Commitment for Service.

(a) If the Greenfield Water Line is not installed, operational and pressurized to satisfy the HD Water Requirements on or before February 1, 2026 for any reason, including force majeure (the “**Greenfield Option Failure**”), then as part of the City grant funded projects, the City hereby agrees to perform all City Work (as hereinafter defined) to provide water service to Home Depot as necessary or required to satisfy the HD Water Requirement. The “**City Work**” will include the water line extension work described in those certain plans and specifications entitled 2600 North Waterline Project, Clinton City, April 2025 prepared by J-

U-B Engineers, Inc. as Project No. 55-24-136-005 consisting of eight (8) sheets (G-001 through G-004 both inclusive, C101, and C201 through C203 both inclusive), each last updated on April 21, 2025, which shall provide for the installation of the new water line shown thereon to a point adjacent to the HD Land that is installed, operational and satisfies the HD Water Requirement. In the event of the Greenfield Option Failure, the City will commence the City Work by no later than February 15, 2026 and complete the City Work by no later than March 15, 2026. The City represents to Home Depot that the City has all necessary easements, approvals and rights to perform the City Work required hereunder.

(b) If the City fails to complete the City Work by the date set forth above, then Home Depot will have the right, but not the obligation, to takeover the performance of the City Work, and in such event, (i) the City will cooperate with Home Depot in all respects necessary or required in connection therewith, and (ii) the City will reimburse Home Depot for all actual costs and expenses paid or incurred by Home Depot in connection therewith, but in no event will the City's reimbursement obligation exceed an amount equal to the product obtained by multiplying One Hundred Fifty Dollars (\$150.00) per linear foot by the total estimated number of linear feet of water line contemplated in connection with the City Work, which the parties acknowledge to be One Thousand Seven Hundred Sixty linear feet (1,760 lf).

3. Home Depot's Obligation's. Home Depot agrees that it shall pay all inspection fees, impact fees and connection fees associated with the construction of the HD Project as set forth in and required by City Ordinances applicable to the Project, including any water impact fees which will be assessed for the HD Project based thereon. In addition, Home Depot agrees to communicate with and to advise the City of critical construction dates to assure that the City is able to provide the required water service timely to the extent that the construction of the HD Project requires the City Work Commencement Date or City Work Completion Date to be earlier or later than as set forth in Section 2(a) above.

4. Entire Agreement. This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement with respect to the City Work and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings related to the City Work, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified, or supplemented except in writing, signed by the parties hereto.

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

City: Clinton City,
a Utah municipal corporation

By: _____
Trevor Cahoon, City Manager

Home Depot: Home Depot U.S.A., Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ATTACHMENT C

