



CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
October 07, 2025 - WORK SESSION

Meetings of the City Council of Clearfield City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207 as amended. In such circumstances, contact will be established and maintained via electronic means and the meetings will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

55 South State Street
Third Floor
Clearfield, Utah

6:00 P.M. WORK SESSION

Discussion with Steve Hiatt on Council Strategies and Priorities

Discussion of an Amendment to the Development Agreement for Wilcox Farms Subdivision
Located at Approximately 1550 South 1000 West

*****ADJOURN THE CITY COUNCIL WORK SESSION*****

Posted September 30, 2025.

/s/Chersty Titensor, Deputy City Recorder

The City of Clearfield, in accordance with the 'Americans with Disabilities Act' provides accommodations and auxiliary communicative aids and services for all those citizens needing assistance. Persons requesting these accommodations for City sponsored public meetings, service programs or events should call Nancy Dean at 801-525-2714, giving her 48-hour notice.

The complete public notice is posted on the Utah Public Notice Website - www.utah.gov/pmn/, the Clearfield City Website - clearfield.city, and at Clearfield City Hall, 55 South State Street, Clearfield, UT 84015. To request a copy of the public notice or for additional inquiries please contact Nancy R. Dean at Clearfield City, nancy.dean@clearfieldcity.org & 801-525-2714



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Tyson Stoddard, Associate Planner

MEETING DATE: October 7, 2025

SUBJECT: Discussion of an amendment to the Wilcox Farms Subdivision Development Agreement to amend typical architecture and lot standards. Location: Approximately 1550 South 1000 West. Project Details: 101-Lot Single Family Subdivision. Zone: R-3 (Residential). (Legislative Action).

RECOMMENDED ACTION

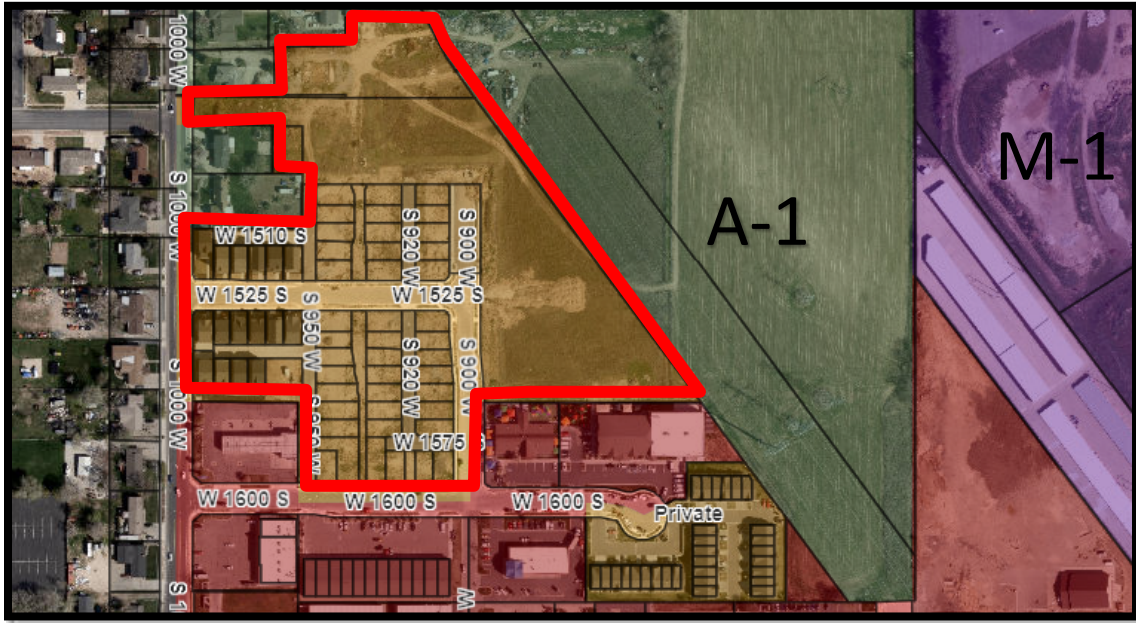
Discuss the Planning Commission's recommended action.

PROJECT SUMMARY

Project Information	
Project Name	Wilcox Farms Subdivision
Site Location	Approximately 1550 South 1000 West
Tax ID Numbers	Multiple
Applicant	Destination Homes
Owner	LHM DEV WLX LLC
Proposed Actions	Amendment to existing Development Agreement
Current Zoning	R-3 (Residential)
Project Details	101-Lot Subdivision

Surrounding Properties and Uses:		Current Zoning District	General Plan Land Use Classification
North	Residential	A-1 (Agricultural)	Transitional Residential
East	Agriculture	A-1 (Agricultural)	Transitional Residential with Conservation Overlay
South	Commercial	C-2 (Commercial)	General Commercial
West	Residential	N/A (Syracuse City)	N/A (Syracuse City)

Aerial Image & Zoning

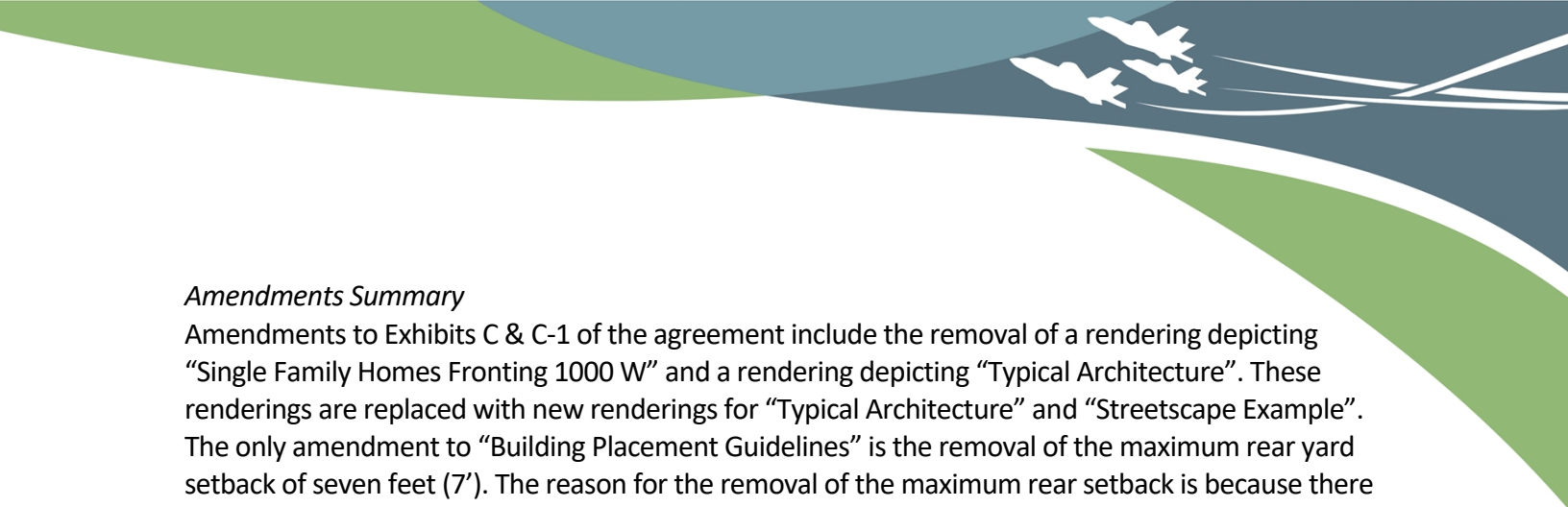


DESCRIPTION / BACKGROUND

In 2022, the applicant, Destination Homes, entered into a development agreement with Clearfield City for the development of a 101-lot single-family subdivision. Earlier this year, Destination Homes applied to amend select open space, setback, and porch encroachment provisions of the development agreement to accelerate construction and move towards the completion of the project. This first amendment request was recommended for approval by the Planning Commission and ultimately approved by the City Council in May 2025. Potential amendments to architectural standards were also discussed at that time but were not approved.

Amendment Request

After exploring various options to allow for the continuation of the project without amendments to architectural standards, the applicant is making a second amendment request to ensure that the typical architecture standards of the development agreement allow for the updated home plans which they intend to have built. This request allows the City the opportunity to review the amendments and also gives the applicant the opportunity to demonstrate that the new homes will be successfully integrated with the homes already built. Renderings are included in the amendments, which show the updated home plans next to existing homes already built along the south paseo. The requested amendments and exhibits are included as an attachment to this report, as well as staff's recommendations for edits to the language of the amendment.



Amendments Summary

Amendments to Exhibits C & C-1 of the agreement include the removal of a rendering depicting “Single Family Homes Fronting 1000 W” and a rendering depicting “Typical Architecture”. These renderings are replaced with new renderings for “Typical Architecture” and “Streetscape Example”. The only amendment to “Building Placement Guidelines” is the removal of the maximum rear yard setback of seven feet (7’). The reason for the removal of the maximum rear setback is because there are certain lots shaped in a way that it becomes impossible to meet the maximum setback, and the builder would also like greater flexibility with the rear setback to allow for a more uniform front setback. As mentioned in the prior paragraph, staff has included proposed edits to the language of the agreement to ensure the proposed language is consistent with the new Exhibit C-2.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

Amendments to the agreement can ensure that the new homes will be successfully integrated with the homes already built and help the construction of a distinct residential neighborhood move forward.

FISCAL IMPACT

Negligible

ALTERNATIVES

1. Approve the Development Agreement Amendment request.
2. Deny the Development Agreement request.
3. Approve the Development Agreement request with modifications identified by the City Council.

SCHEDULE / TIME CONSTRAINTS

This item is scheduled to go to the City Council Policy Session on October 14, 2025.

LIST OF ATTACHMENTS

- DRAFT Development Agreement Amendment
- Proposed Exhibit C-2
- Staff Recommendations to DRAFT Development Agreement Amendment

**WHEN RECORDED,
RETURN TO:**

c/o Destination Construction, LLC
9350 150 E #220
Sandy, Utah 84070
Attention: Brandon Ames

Tax ID Nos.: 12-065-0005, 12-065-0096, 12-065-0091, 12-391-0011, 12-391-0012 and 12-391-002

**AMENDMENT TO
DEVELOPMENT AGREEMENT
for
WILCOX FARMS SUBDIVISION
between
CLEARFIELD CITY CORPORATION
and
LHM DEV WLX, LLC**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Amendment**”) is entered as of this _____ day of _____, 2025 (the “**Effective Date**”), by and between CLEARFIELD CITY CORPORATION, a Utah municipal corporation (the “**City**”), and LHM DEV WLX, LLC, a Utah limited liability company, as successor-in-interest to Discovery Development, LLC (“**Developer**”). City and Developer are hereinafter sometimes referred to individually as a “**Party**”, and collectively, as the “**Parties**”.

RECITALS

WHEREAS, Discovery Development, LLC, a Utah limited liability company (“**Discovery Development**”) and the City entered into that certain Development Agreement for Wilcox Farms Subdivision dated as of May 16, 2022, recorded on May 18, 2022, as Entry Number 3477617, Book 8012, Page 344-387 in the Official Records of Davis County, Utah (the “**Development Agreement**”); and

WHEREAS, LHM DEV WLX, LLC, a Utah limited liability company, succeeded to all of Discovery Development’s rights, title and interest as Developer under the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, Developer is developing certain properties situated in Clearfield City, Davis County, Utah, located at approximately 1550 South 1000 West Clearfield, Utah, as more particularly described in the Development Agreement (the “Properties”); and

WHEREAS, the Parties now desire to amend the Development Agreement, on the terms and conditions more particularly set forth herein; and

WHEREAS, the City, acting pursuant to its authority under Title 10, Chapter 9a of the Utah Code and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the development of the Properties, and in the exercise of its legislative discretion has elected to approve this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the Properties and the terms and conditions herein stated and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, it is agreed as follows:

1. **Recitals; Capitalized Terms.** Except as expressly amended hereby, the foregoing Recitals are hereby incorporated into this Agreement by reference. All capitalized terms used herein but not defined herein shall have the meaning ascribed in the Development Agreement.

2. **Partial Amendment to Exhibit “C & C-1”.** The sections entitled “Single Family Homes Fronting S 1000 W”, “Typical Architecture” and “Master Plan Scripting” as found on Exhibit “C & C-1” of “Pattern Book” attached to the Development Agreement is hereby deleted and is hereby replaced with new Exhibit “C-2”, “Single Family Homes Fronting S 1000 W”, “Typical Architecture” and “Master Plan Scripting” attached hereto and incorporated herein.

3. **Full Force and Effect.** Except to the limited extent expressly amended by this Amendment, the Development Agreement shall remain and continue in full force and effect in accordance with its terms.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Developer and City have executed this Amendment effective as of the Effective Date.

CLEARFIELD CITY CORPORATION,
a Utah municipal corporation

By: _____
Name: _____
Its: _____

LHM DEV WLX, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: _____

APPROVED AS TO LEGAL FORM:

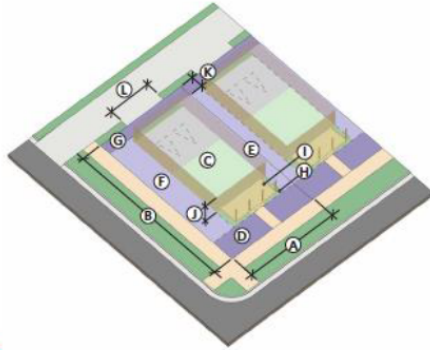
By: _____
Name: _____
Its: _____

EXHIBIT C-2:

OVERVIEW

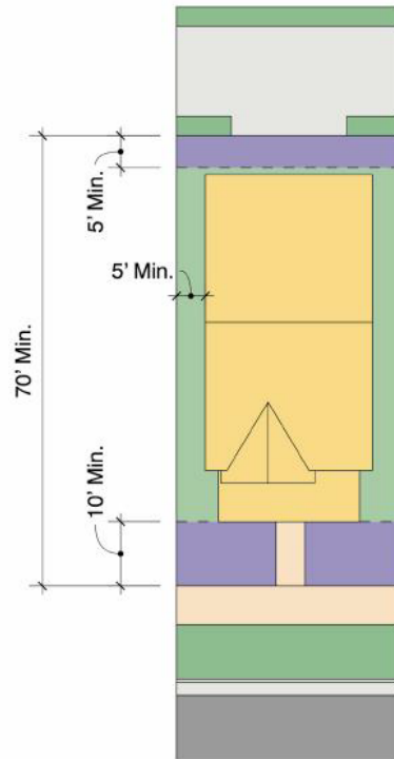
The goal of this section is to establish the framework on which the Wilcox Farms community will be built. To this end, this section details the necessary standards to create neighborhoods of distinction. The pages immediately following this overview describe the visions for the Wilcox Farms neighborhood and how these will be accomplished through the use of architectural styles. This section also provides definitions and standards for how buildings are to be placed on their lots in order to both address the street in a neighborly way and prioritize the people-oriented parts of the façade.

BUILDING PLACEMENT REQUIREMENTS

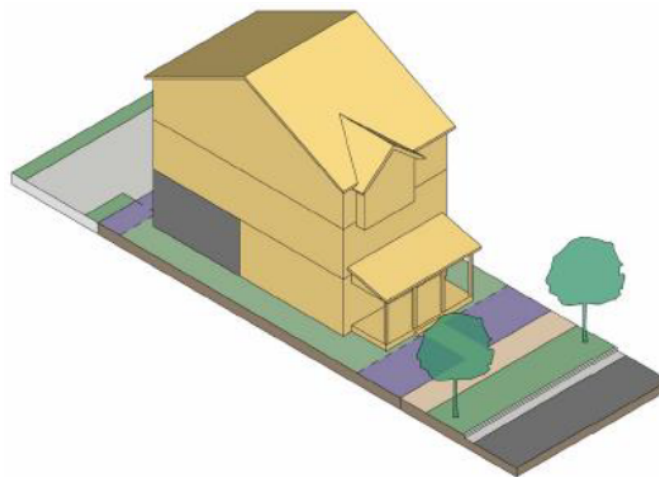


		Typical Lot Size
A	Width	35 — 45 ft.
B	Depth	70 ft. min.
C	Area	2,450 sf min.
Setbacks		
D	Front	10 ft. min.
E	Side	5 ft. min.
F	Corner Side	10 ft. min.
G	Rear	5 ft. min.
Facade Zone		
H		10 ft.
Porch Encroachments		
I		4 ft.
Height		
J		2 - 3 stories
Garage Setback		
K		5 ft. min.
Maximum Driveway Approach Cut Width		
L		20 ft.
Above Ground Livable Area		
		1,100 sf min.

* 10 ft. corner side lot setback only applies to dedicated city streets. Lots on corners of private streets and alley's will have typical side setback of 5 ft.



FRONT & REAR SETBACKS



STREETSCAPE EXAMPLE



TYPICAL ARCHITECTURE



Scheme 1



Siding
Extra White



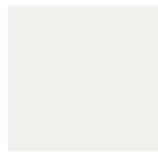
Trim
Extra White



Front Door
Tricorn Black



Roof
Charcoal



Garage Door
White



Soffit & Fascia
Black

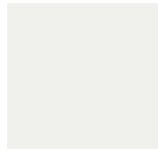


Windows
White

Scheme 2



Siding
Accessible Beige



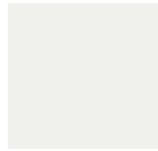
Trim
Extra White



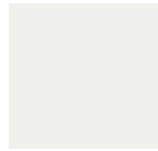
Front Door
Cadet



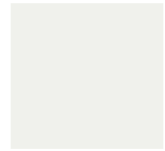
Roof
Weathered Wood



Garage Door
White



Soffit & Fascia
Glacier White

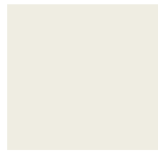


Windows
White

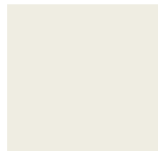
Scheme 3



Siding
Messenger Bag



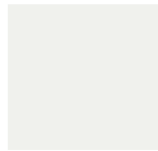
Trim
Alabaster



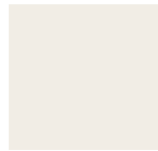
Front Door
Alabaster



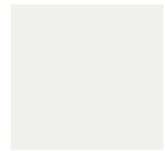
Roof
Weathered Wood



Garage Door
White



Soffit & Fascia
Natural Linen

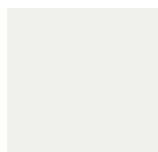


Windows
White

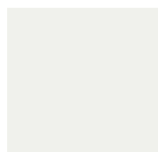
Scheme 4



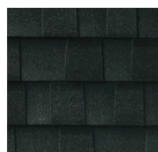
Siding
Foxhall Green



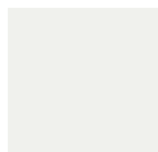
Trim
Extra White



Front Door
Extra White



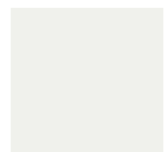
Roof
Charcoal



Garage Door
White

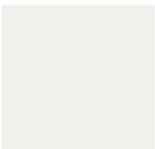
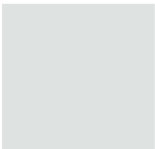
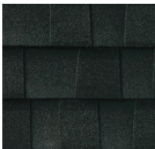
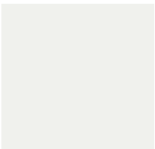
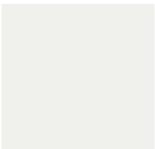
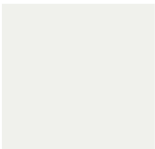


Soffit & Fascia
Black

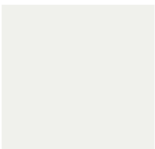
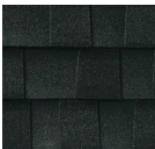
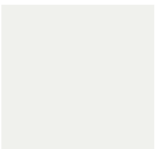
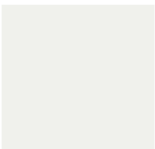
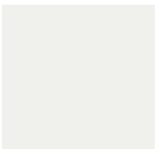


Windows
White

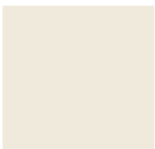
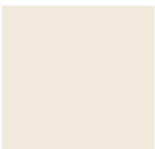
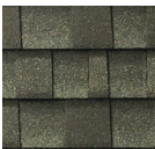
Scheme 5

						
Siding Outerspace	Trim Extra White	Front Door Quicksilver	Roof Charcoal	Garage Door White	Soffit & Fascia Glacier White	Windows White

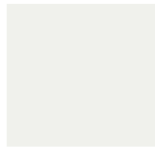
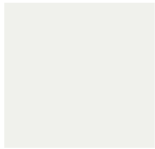
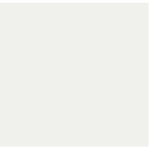
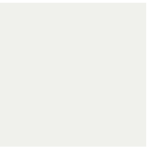
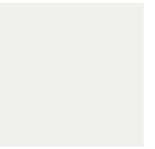
Scheme 7

						
Siding Argos	Trim Extra White	Front Door Grizzle Gray	Roof Charcoal	Garage Door White	Soffit & Fascia Glacier White	Windows White

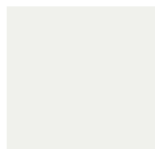
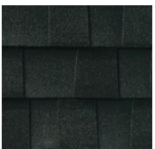
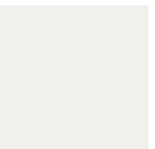
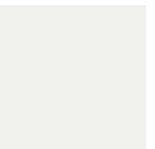
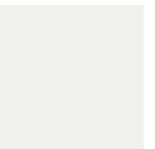
Scheme 8

						
Siding Creamy	Trim Creamy	Front Door Keystone Gray	Roof Weathered Wood	Garage Door Taupe	Soffit & Fascia Teakwood	Windows Taupe

Scheme 9

						
Siding Green Onyx	Trim Extra White	Front Door Extra White	Roof Charcoal	Garage Door White	Soffit & Fascia Glacier White	Windows White

Scheme 10

						
Siding Felted Wool	Trim Extra White	Front Door Foxhall Green	Roof Charcoal	Garage Door White	Soffit & Fascia Glacier White	Windows White

**WHEN RECORDED,
RETURN TO:**

c/o Destination Construction, LLC
9350 150 E #220
Sandy, Utah 84070
Attention: Brandon Ames

Tax ID Nos.: ~~12-065-0005, 12-065-0096, 12-065-0091, 12-391-0011, 12-391-0012 and 12-391-002~~ 12-960-0101 to 0168, 12-391-0024, 12-065-0186, 12-065-0207, 12-065-0086 and 12-065-0206

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
for
WILCOX FARMS SUBDIVISION
between
CLEARFIELD CITY CORPORATION
and
LHM DEV WLX, LLC**

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WHEREAS, the Parties now desire to amend the Development Agreement, on the terms and conditions more particularly set forth herein; and

WHEREAS, the City, acting pursuant to its authority under Title 10, Chapter 9a of the Utah Code and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the development of the Properties, and in the exercise of its legislative discretion has elected to approve this Amendment.

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3. **Full Force and Effect.** Except to the limited extent expressly amended by this Amendment, the Development Agreement shall remain and continue in full force and effect in accordance with its terms.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Developer and City have executed this Amendment effective as of the Effective Date.

CLEARFIELD CITY CORPORATION,
a Utah municipal corporation

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: _____

APPROVED AS TO LEGAL FORM:

By: _____
Name: _____
Its: _____

LHM DEV WLX, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

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