



## Community Development

PLANNING, BUILDING INSPECTIONS,  
CUSTOMER SERVICE, AND CODE COMPLIANCE

### CLEARFIELD CITY PLANNING COMMISSION MEETING AGENDA

Notice is hereby given that the Clearfield City Planning Commission will hold a regularly scheduled meeting at **6:30 P.M., Wednesday, December 3<sup>rd</sup>, 2025**, on the **3<sup>rd</sup> floor** in the City Council Chambers of the Clearfield City Municipal Building, located at 55 S. State Street, Clearfield, UT 84015.

#### **PRE-MEETING – 6:00 PM- Executive Conference Room**

Review of agenda items to address questions.

#### **REGULAR MEETING – 6:30 PM- Council Chambers**

- CALL TO ORDER – PLEDGE OF ALLEGIANCE
- PLANNING COMMISSION CHAIR STATEMENT
- APPROVAL OF MINUTES
  - November 5, 2025

#### **DECISION ITEMS**

##### **Public Hearings:**

1. Public Hearing, Discussion, and Possible Action on **DA 2025-1104**, a development agreement request for 175 West Antelope Mixed Use Project, a mixed-use development at the subject property. **Location:** Approximately 175 West Antelope Drive (TIN: 12-242-0009). **Project Details:** Three (3) commercial lots and fifty-five (55) townhomes. **Zone:** C-2 (Commercial) & R-3 (Residential). **Staff:** Tyson Stoddard, Associate Planner. **(Legislative Matter).**

##### **Scheduled Items:**

2. Discussion and Possible Action on **CUP 2025-1106**, a conditional use permit request by Richard Helmcke with Hell Monkey Cycles LLC to relocate an existing motor cycle repair business to the subject property. **Location:** 1740 South 300 West Suites 1, 2, & 3 (TIN: 12-243-0005). **Parcel Area:** 0.91 Acres. **Zone:** C-2 (Commercial). **(Administrative Matter).**

#### **DISCUSSION ITEMS**

1. Staff Discussion
  - Permanent Supportive Housing (PSH)
2. Staff Communications
  - 2026 Planning Commission Meeting Schedule
  - Election of Chairperson and Vice-Chairperson for 2027

**\*\*PLANNING COMMISSION MEETING ADJOURNED\*\***

Dated this 26<sup>th</sup> day of November 2025.  
/s/Tyson Stoddard, Associate Planner

Meetings of the Planning Commission 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 in City Code § 1-6-4H for electronic meetings.

Clearfield City, in accordance with the 'Americans with Disabilities Act', provides accommodations and auxiliary communicative aids and services for all those citizens needing assistance. Persons requesting accommodations for City sponsored public meetings, service programs, or events, should call the Customer Service Center at 801-525-2701, giving the City a 48 hour notice.

The Work Session meeting is a public meeting; however, public comments are only received in the formal Planning Commission meeting. The Planning Commission Public Meeting is a public forum where the Planning Commission may receive comment from applicants, the public, applicable agencies and city staff regarding land use applications and other items on the Commission's agenda. In addition, it is where the Planning Commission takes action on these items. Action may be taken which may include: approval, approval with conditions, denial, continuance or recommendation to other bodies as applicable.

The complete public notice is posted on the Utah Public Notice Website - [www.utah.gov/pmn/](http://www.utah.gov/pmn/), the Clearfield City Website - [clearfield.city](http://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 Tyson Stoddard at Clearfield City, [tyson.stoddard@clearfieldcityut.gov](mailto:tyson.stoddard@clearfieldcityut.gov) & 801-525-2718.

1                                   **CLEARFIELD PLANNING COMMISSION MEETING**

2   November 5, 2025

3   6:00 P.M. – Pre-Meeting

4

5   PRESIDING:           Brogan Fullmer           Chair

6

7   PRESENT:            Robert Browning       Vice Chair

8                           Kathryn Murray       Commissioner

9                           Chad Mortensen       Commissioner

10                          Danielle King         Commissioner

11                          Jane Budd            Youth Commission Ambassador

12

13   ABSENT:            Brian Swan            Commissioner

14                          Riley Wheeler       Commissioner

15                          Nicholas Dragon     Commissioner (Alternate)

16

17   STAFF PRESENT:    Tyson Stoddard       Associate Planner

18                          Stacy Millgate       Community Development Director

19                          Amy Jones           Deputy City Attorney

20

21   VISITORS:           None

22

23   Chair Fullmer called the meeting to order at 6:00 p.m.

24

25   DISCUSSION ON THE DRAFT MINUTES FOR THE OCTOBER 1, 2025, PLANNING

26   COMMISSION MEETING.

27

28   The Commission discussed minor edits to the minutes that were previously communicated to staff.

29

30   DISCUSSION ON ZTA 2025-1002, A ZONING TEXT AMENDMENT REQUEST BY

31   CLEARFIELD CITY TO ADD “TRAILER SALES” AS A PERMITTED USE IN THE TOWN

32   MIXED COMMERCE DISTRICT (TC ZONE) WITH DEVELOPMENT STANDARDS.

33

34   The Planning Commission and Staff discussed the amendment request and the proposed standards

35   being a result of communication between legal counsel of Trailer Source and legal counsel for the

36   City, as well as discussions with the Utah Property Rights Ombudsman’s Office.

37

38   DISCUSSION ON GPA 2025-1003, A GENERAL PLAN AMENDMENT REQUEST TO

39   CONSIDER THE ADOPTION OF A WATER USE AND PRESERVATION PLAN IN

40   ACCORDANCE WITH UTAH STATE CODE REQUIREMENTS TO INTEGRATE WATER

41   CONSIDERATIONS INTO LAND USE PLANNING FOR PRESENT AND FUTURE NEEDS

42   OF THE COMMUNITY.

43

44   Chair Fullmer spoke in favor of water use and preservation planning, and its importance to the City

45   and the region. Mr. Stoddard stated that the consultant for the plan would present during the regular

46   meeting.

47

DISCUSSION ON ZTA 2025-1001, A ZONING TEXT AMENDMENT REQUEST BY CLEARFIELD CITY TO AMEND TITLE 11 OF THE CLEARFIELD CITY CODE TO PERMIT DETACHED ACCESSORY DWELLING UNITS (DADUs) IN SELECT ZONES, AND TO ADOPT DADU DEVELOPMENT STANDARDS.

The Commission discussed various aspects of the proposed ordinance for detached accessory dwelling units, and the differences between having no minimum lot size requirements versus having a minimum lot size requirement of 8,000 square feet.

**Chair Fullmer moved to adjourn pre-meeting. Seconded by Commissioner Murray.**

**CLEARFIELD PLANNING COMMISSION MEETING**

November 5, 2025

6:30 P.M. – Regular Meeting

**PRESIDING:** Brogan Fullmer Chair

**PRESENT:** Robert Browning Vice Chair  
Kathryn Murray Commissioner  
Chad Mortensen Commissioner  
Danielle King Commissioner  
Jane Budd Youth Commission Ambassador

**ABSENT:** Brian Swan Commissioner  
Riley Wheeler Commissioner  
Nicholas Dragon Commissioner (Alternate)

**STAFF PRESENT:** Tyson Stoddard Associate Planner  
Stacy Millgate Community Development Director  
Amy Jones Deputy City Attorney

**VISITORS:** Harmony Vanderhorst  
Michael Christensen  
Susan Petheram  
Kimberly Budd

Chair Fullmer led in the Pledge of Allegiance and read the Planning Commission Chair Statement.

**APPROVAL OF MINUTES FOR THE OCTOBER 1, 2025, PLANNING COMMISSION MEETING.**

**Commissioner Murray moved to approve the minutes with the edits identified in the Pre-Meeting. Seconded by Commissioner King. The motion carried on the following vote, Voting AYE: Commissioners Fullmer, Browning, Murray, Mortensen, King, and Youth Ambassador Budd. Voting NO: None.**

**PUBLIC HEARING, DISCUSSION, AND RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OF ZTA 2025-1002, A ZONING TEXT AMENDMENT REQUEST BY CLEARFIELD CITY TO ADD “TRAILER SALES” AS A PERMITTED USE IN THE TOWN MIXED COMMERCE DISTRICT (TC ZONE) WITH DEVELOPMENT STANDARDS.**

Tyson Stoddard, Associate Planner, presented the following:

- Downtown Form Based Code

- Motor Vehicle Sales permitted in TC and CC Zone with Development Standards
- Motor Vehicle defined as a “self-propelled vehicle intended primarily for use and operation on the highways.”
- Trailer Sales not listed as a use, and separately defined.
- Trailer Source
  - A Utah business that purchased property in the TC Zone with the desire to open a Trailer Sales business
  - Utah State Motor Vehicle License
    - Generally permits trailer sales under the same license
  - Discussions with Trailer Source, Property Rights Ombudsman’s Office, and City Council
    - City to initiate Zoning Text Amendment request

#### Proposed Amendment

- Change 1
  - 3.3 Use Type Standards
  - Retail Uses
  - Trailer Sales
- Change 2
  - Table 3.3(1) Permitted Uses by Zone
  - “Trailer Sales w/Outdoor Sales Lot” will be added to the Use Table and the table will reflect that the use is “Permitted with Development Standards” in the TC Zone by adding “D” to the TC column
  - Table 3.3(2) Permitted Uses by Building Type
  - “Trailer Sales w/Outdoor Sales Lot” will be added to the Use Table and the table will reflect that the use is “Permitted with Development Standards” in a “Commercial” building type by adding “D” to the CM column
- Change 3
  - 3.4 Use Development Standards
  - 1. Development Standards by Use Category
  - (c) Trailer sales shall have a 1.5-acre minimum lot size; a permanent on-site office is required. No trailers may be displayed within 10 feet of a street right-of-way. Trailers displayed between the primary street right-of-way and the primary street facing façade of the on-site office shall maintain a minimum separation of three feet (3’) between each trailer. Stacking of trailers for display purposes is not permitted between the primary street right-of-way and the primary street facing façade of the on-site office or within fifty feet (50’) of an abutting secondary street. Trailers stacked for the purpose of receiving multiple trailers or to prepare for the removal of multiple trailers shall be stacked no longer than seventy-two (72) hours.
  - (3) Service Uses
  - (a) Vehicle Services
    - (i) Vehicle repair is only allowed as a secondary use to vehicle sales.
    - (ii) Use Limitation. Repair and wash facilities for semitrucks, recreational vehicles, boats, trailers, and other oversized vehicles are not permitted.

#### Anticipated Effect

- 1 • 562 South State Street
- 2     ○ Business license issued for trailer sales
- 3 • Other Properties
- 4     ○ Unlikely to have future trailer sales uses based on existing properties in the zone
- 5         and their characteristics
- 6 • Creation of Future Legal Nonconforming Use
- 7     ○ Any future change in zoning related to trailer sales within the TC Zone may result
- 8         in creation of a legal nonconforming use allowing for the continued sale of trailers
- 9         at this parcel in perpetuity

10  
11 Staff shared the following findings from the report.

- 12 • The General Plan encourages continual evaluation and modifications to adopted
- 13 ordinances. The proposed amendment is supported by objectives and strategies related to
- 14 the “Economy and Fiscal Responsibility” section of the General Plan.
- 15 • A previous business was recently closed, leaving a property in Downtown vacant. A
- 16 potential business is interested in operating in Downtown, but the intended use is not
- 17 currently permitted. These conditions have led to an amendment request that is supportive
- 18 of the purposes of Title 11 which includes protecting the tax base, securing economy, and
- 19 fostering the city’s industries.

20  
21 Harmony Vanderhorst, with Trailer Source, raised a concern about the proposed language

22 regulating the stacking of trailers for outdoor display. The Commission and Staff responded and

23 clarified the meaning of the language and the areas on where stacking could occur.

24  
25 **Commissioner Mortensen moved that the Planning Commission recommend approval of**

26 **ZTA 2025-1002 to the City Council, a zoning text amendment request to add “Trailer**

27 **Sales” as a permitted use in the Town Mixed Commerce District (TC Zone) with**

28 **development standards. Seconded by Commissioner King. The motion carried on the**

29 **following vote. Voting AYE: Commissioners Fullmer, Browning, Murray, Mortensen, King,**

30 **and Youth Ambassador Budd. Voting NO: None.**

31  
32 PUBLIC HEARING, DISCUSSION, AND RECOMMENDATION TO THE CITY COUNCIL

33 FOR APPROVAL OF GPA 2025-1003, A GENERAL PLAN AMENDMENT REQUEST TO

34 CONSIDER THE ADOPTION OF A WATER USE AND PRESERVATION PLAN IN

35 ACCORDANCE WITH UTAH STATE CODE REQUIREMENTS TO INTEGRATE WATER

36 CONSIDERATIONS INTO LAND USE PLANNING FOR PRESENT AND FUTURE NEEDS

37 OF THE COMMUNITY.

38  
39 Susan Petheram, FFKR Architects presented the a summary of the Water Use and Preservation

40 Plan. The Planning Commission discussed the aspirational nature of the plan, with Commissioner

41 Browning favoring more detailed metrics. Discussion followed about General Plans using broad

42 language, rather than specific language, to allow for flexibility and policy guidance. Staff

43 provided input, stating that implementation would follow by adopting codes and ordinances that

44 would be more specific and in support of the goals of the General Plan.

45  
46 **Commissioner King moved that the Planning Commission recommend approval of GPA**

**2025-1003, a general plan amendment request to consider the adoption of a Water Use and Preservation Plan in accordance with Utah State Code requirements. Seconded by Commissioner Browning. The motion carried on the following vote, Voting AYE: Commissioners Fullmer, Browning, Murray, Mortensen, King, and Youth Ambassador Budd. Voting NO: None.**

PUBLIC HEARING, DISCUSSION, AND RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OF ZTA 2025-1001, A ZONING TEXT AMENDMENT REQUEST BY CLEARFIELD CITY TO AMEND TITLE 11 OF THE CLEARFIELD CITY CODE TO PERMIT DETACHED ACCESSORY DWELLING UNITS (DADUs) IN SELECT ZONES, AND TO ADOPT DADU DEVELOPMENT STANDARDS.

Background

- Internal Accessory Dwelling Unit (IADU) Ordinance
  - Adopted in 2021
  - Only within or attached to the single-family home
  - Minimum lot size of 6,000 square feet
- Moderate Income Housing Plan
  - Strategy to reduce regulations related to internal or detached ADUs
- State Regulations
  - Requirement for cities to allow detached ADUs?
  - Potential 2026 legislation for single-family lots greater than 10,000 square feet
- City Council and Planning Commission Discussions
  - Option A – no minimum lot size
  - Option B – 6,000 square foot minimum for IADUs and 8,000 square foot minimum for DADUs

Proposed Amendment

- 11-19-2: DEFINITION
  - ACCESSORY DWELLING UNIT (ADU): A subordinate dwelling, which has its own kitchen, living/sleeping area, and full bathroom, including, sink, toilet shower/bath which may be within or attached to a single-family residential building; or detached from a single-family residential building.
  - INTERNAL ACCESSORY DWELLING UNIT (IADU): An accessory dwelling within or attached to a single-family residential building.
  - DETACHED ACCESSORY DWELLING UNIT (DADU): An accessory dwelling that is on the same lot as a single-family building but is a separate structure from the single-family building.
  - PRIMARY DWELLING: The main or principal dwelling on a lot used to accommodate the primary use to which the premises is devoted. In the context of this chapter, the primary dwelling is a single-family residential building. (Ord. 2021-14, 9-28-2021)
- 11-19-4: DWELLING UNIT OCCUPANCY:
  - The occupants of an ADU shall be limited to a single family as defined in Section 11-3-3 of Clearfield City Code.

DADU Development Standards



1 Detached Accessory Dwelling Units (DADU's):

- 2 A. Appearance: The architectural design, color pallet, and materials for a DADU shall  
3 be similar to the primary dwelling unit. The use of portable storage containers in  
4 the creation or construction of DADU's is prohibited.
- 5 B. Location: DADU's shall be located in the rear yard of the primary dwelling.
- 6 C. Height: DADU's shall be single story only and not include any livable square  
7 footage above or below the ground story level and are subject the following total  
8 height restrictions.
- 9 1. Flat roof types are limited to a maximum height of twelve feet (12")
- 10 2. Pitched roof types are limited to a maximum height of eighteen feet  
11 (18")
- 12 3. DADU's shall not exceed the height of the primary dwelling
- 13 D. Height Exception: DADU's built above a detached garage are limited to a  
14 maximum height of twenty-five feet (25') or the height of the primary dwelling,  
15 whichever is less.
- 16

17 Parking

18 11-19-15: PARKING

- 19 ○ A single-family dwelling with an ADU shall provide at least one (1) additional  
20 off-street parking space for the ADU, above the minimum spaces required for a  
21 single-family dwelling. The Additional space may include the use of covered  
22 parking, a garage, or an approved driveway. Gravel or crushed rock accessory  
23 parking areas cannot be used to meet the parking requirement. (Ord.2021-14, 9-  
24 28-2021)
- 25

26 Option A vs. Option B

- 27 ○ Option A: 11-19-5: ZONES
- 28 ■ An ADU which meets ordinance requirements and development standards may  
29 be allowed within all single-family and agricultural zones. (Ord. 2021-14, 9-  
30 28-2021)
- 31 ○ Option B: 11-19-5: ZONES AND LOT SIZE REQUIREMENTS
- 32 1. An ADU which meets ordinance requirements and development standards may  
33 be allowed within all single-family and agricultural zones.
- 34 A. Minimum Lot Sizes
- 35 1. The minimum lot size required is 6,000 square feet for an IADU.
- 36 2. The minimum lot size required is 8,000 square feet for a DADU.  
37 (Ord.2021-14, 9.28-2021)
- 38 ○ Option A: G. Lot coverage: DADU's shall comply with the following lot coverage  
39 requirements.
- 40 1. Lot Size of 43,560 square feet and larger: 20%
- 41 2. Lot Size of 43,559 to 15,000 square feet: 30%
- 42 3. Lot Size of 14,999 square feet and below: 40%
- 43 ○ Option B: G. Lot Coverage: DADU's shall comply with the following lot  
44 coverage requirements.
- 45 1. Lot Size of 43,560 square feet and larger: 20%
- 46 2. Lot Size of 43,559 to 15,000 square feet: 30%
- 47 3. Lot Size of 14,999 to 8,000 square feet: 40%

- 1 • “Option A” has no minimum lot size for IADUs or DADUs. They would be permitted on  
2 any lot zoned as single-family or agricultural, as long as setbacks and development  
3 standards of the ordinance can be met. The following are reflective of the values  
4 prioritized with this policy option
  - 5 ○ Housing Affordability & Supply: Increasing the overall housing supply and  
6 creating more affordable options for renters, which can help address housing  
7 shortages.
  - 8 ○ Inclusivity: Allows more homeowners to consider and ADU, providing wealth-  
9 building opportunities and a potential income stream to a wider range of residents.
  - 10 ○ Flexibility: Provides ability for homeowners to adapt their properties to changing  
11 needs, such as accommodating aging family members, or young adults, regardless  
12 of lot size.
  - 13 ○ Reduced Regulation: Signals a preference for reducing bureaucratic hurdles  
14 related to ADUs.
- 15 • “Option B” maintains the existing 6,000 square foot minimum lot size for IADUs and  
16 establishes an 8,000 square foot minimum lot size for DADUs. All other development  
17 standards and proposed amendments are the same as “Option A.” The following are  
18 reflective of the values prioritized with this policy option.
  - 19 ○ Preservation of Neighborhood Character: Seeks to maintain the existing low-  
20 density, single-family aesthetic of a neighborhood and avoid changes in the  
21 physical character of neighborhoods with smaller lot sizes.
  - 22 ○ Minimizing Congestion and Infrastructure Impact: Reflects concerns about  
23 potential impacts of increased density, such as more on-street parking demand and  
24 greater strain on public services and infrastructure.
  - 25 ○ Homeowner Concerns: Shows responsiveness to existing residents who may have  
26 concerns or did not anticipate an increase in dwellings within their neighborhood.

27  
28 Staff recommend that the Planning Commission forward a recommendation of approval of one of  
29 the two options provided in the staff report.

30  
31 Residents Michael Christensen and Kimberly Budd made public comment. Both indicated  
32 support for detached accessory dwelling units, with no minimum lot requirements. Kimberly  
33 Budd spoke in favor of ecoparking, which would allow for a type of pervious parking with plant  
34 material. The Commission and Staff said that the existing parking regulations required driveways  
35 to be impervious, but it was an idea that could be considered in future updates to the parking  
36 ordinance.

37  
38 **Commissioner King moved that the Planning Commission recommend approval of ZTA**  
39 **2025-1001 to the City Council, a zoning text amendment request to allow Detached**  
40 **Accessory Dwelling Units in single-family and agricultural zones with development**  
41 **standards. The motion was for Option A from the staff report, which did not include**  
42 **minimum lot size requirements. The motion carried on the following vote, Voting AYE:**  
43 **Commissioners Fullmer, Browning, Mortensen, King, and Youth Ambassador Budd.**  
44 **Voting NO: Commissioner Murray.**

45  
46 STAFF COMMUNICATIONS  
47

- 1                   • Land Use Regulations for Permanent Supportive Housing
- 2                   • 2026 Planning Commission Meeting Schedule
- 3                   • Davis County Funding, Canal Trail & Depot Street Trail
- 4

5   There being no further business to come before the Planning Commission, **Chair Fullmer**  
6   **moved to adjourn. Seconded by Commissioner Murray.**  
7



# Planning Commission

## STAFF REPORT

AGENDA ITEM  
**#1**

**TO:** Clearfield City Planning Commission

**FROM:** Tyson Stoddard, Associate Planner  
[tyson.stoddard@clearfieldcityut.gov](mailto:tyson.stoddard@clearfieldcityut.gov)  
801-525-2718

**MEETING DATE:** Wednesday, December 3<sup>rd</sup>, 2025

**SUBJECT:** Public Hearing, Discussion and Possible Action on **DA 2025-1104**, a development agreement request for **175 West Antelope Mixed Use Project**, a mixed-use development at the subject property. **Location:** Approximately 175 West Antelope Drive (TIN: 12-242-0009). **Project Details:** Three (3) commercial lots and fifty-five (55) townhomes. **Zone:** C-2 (Commercial) & R-3 (Residential). **(Legislative Matter).**

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### STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward a recommendation of **APPROVAL** to the Clearfield City Council for **DA 2025-1104**, a development agreement request for **175 West Antelope Mixed Use Project**, a mixed-use development at the subject property.

This recommendation is based upon the findings and discussion in the staff report. As the advisory body to the Clearfield City Council, the Planning Commission may make a different recommendation based upon careful consideration and analysis of the request.

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### PLANNING COMMISSION RECOMMENDATION OPTIONS:

After careful consideration and analysis of the information presented, the Clearfield City Planning Commission may move to:

1. **Recommend approval of DA 2025-1104**, to the Clearfield City Council.
2. **Recommend denial of DA 2025-1104**, to the Clearfield City Council.
3. **Table DA 2025-1104**, to request additional time to consider the request.

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### PROJECT SUMMARY

Project Information	
Project Name	175 West Mixed-Use Project
Site Location	Approximately 175 West Antelope Drive
Tax ID Numbers	12-242-0009
Applicant	S-Devcorp, Inc.
Owner	Chelemes Enterprises LLC
Proposed Actions	Development Agreement Recommendation
Current Zoning	C-2 (Commercial) & R-3 (Residential)
Project Details	Three (3) commercial lots and fifty-five (55) townhomes

Surrounding Properties and Uses:		Current Zoning District	General Plan Land Use Classification
North	Clearfield Job Corps	C-R (Commercial Residential)	Flex Industrial/Manufacturing
East	Commercial & Parking	C-2 (Commercial) & P-F (Public Facilities)	General Commercial & Community/Civic
South	Elementary School	R-1-9 (Residential)	Community/Civic
West	Vacant	C-2 (Commercial)	General Commercial

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## BACKGROUND

Earlier this year, the applicant requested a general plan amendment and rezone to allow for development of the subject property with commercial buildings along the frontage of Antelope Drive and a townhome subdivision to the rear of the commercial. The general plan amendment and rezone were approved by the City Council in February 2025, subject to the execution of a development agreement.

### Development Agreement

The development agreement must be executed prior to changing the zoning designation of the rear portion of the subject property from C-2 to R-3 on the City's official zoning map. The draft development agreement is attached to this report for review. Below is a summary of the key components of the proposed agreement as outlined in Section 2, "Development of the Project".

1. The residential (R-3) portion of the development will be limited to two-story townhomes and will be allowed to have up to fifty-five (55) residences (approximately 13 units per acre).
2. The townhomes will be sold for the purpose of home ownership and deed restricted to require owner-occupancy for a period of five (5) years.
3. The commercial portion will include no less than 9,000 square feet of building area and is subject to terms of a development timeline and performance bond, with a final completion deadline of no later than thirty (30) months following the execution of the agreement.
4. The project will include two (2) vehicular accesses from Antelope Drive and one (1) access from South Main Street. Final placement and design will be approved through the development application and approval process. A traffic study was conducted by a Transportation Engineering firm which includes the following comments/recommendations.
  - a. The proposed access that aligns with the recycle center meets the UDOT spacing requirements and no variance should be required. Because there is an existing left turn center lane along Antelope Drive and a full shoulder that can be used for a right turn lane, no widening is needed but the striping could be updated to officially include right turn lanes.
  - b. The proposed access to be shared with the carwash would ideally be placed as far as possible from the intersection. However, it is projected that the access would continue to function because there are not a significant amount of eastbound left turns at the signalized Main Street because the northern approach is gated. There is only one vehicle each two minutes on average making the movement peak AM and PM hours.

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**PUBLIC NOTICE AND PUBLIC HEARING REQUIREMENTS**

Similar to a zoning text amendment, a development agreement changes the standards for a specific development and therefore should be subject to the same level of public participation and public process as an ordinance amendment. A public hearing must be held with the Planning Commission and with the City Council as part of the review and approval process of the amendment.

Notice has been provided on site as well as circulated in accordance with public noticing requirements. Staff has not received any comment to date.

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**STAFF RECOMMENDATION/CONCLUSION**

Staff recommends that the Planning Commission forward a recommendation of **APPROVAL** to the Clearfield City Council for the proposed development agreement based on the following findings:

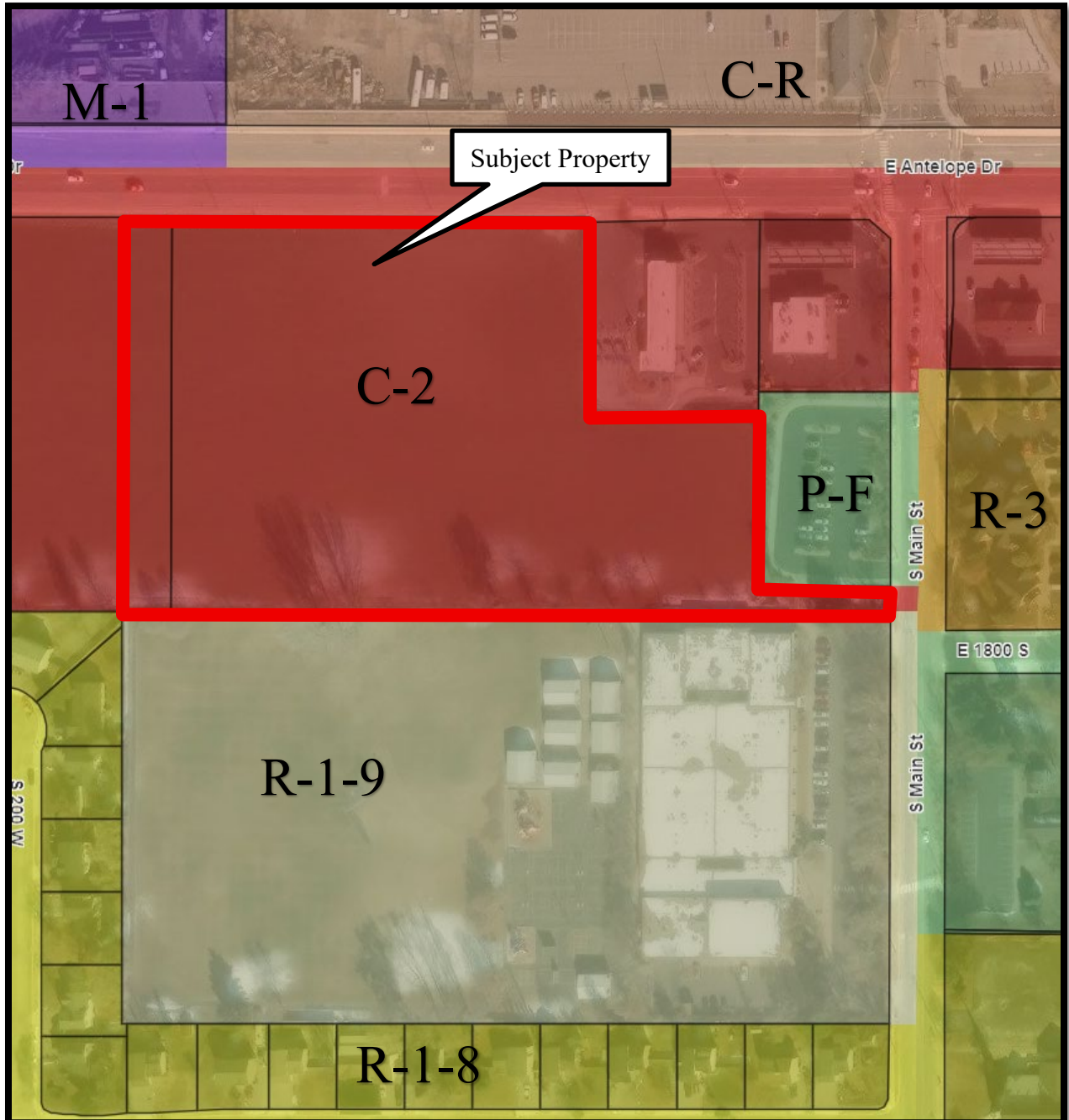
1. The proposed development is consistent with the rezone approval.
2. The proposed agreement will incentiveze timely construction of the commercial portion of the development.

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**ATTACHMENTS**

1. Zoning Map
2. Draft Development Agreement
3. Concept Site Plan

## ZONING MAP



**DEVELOPMENT AGREEMENT  
FOR  
175 W ANTELOPE MIXED USE PROJECT**



**DEVELOPMENT AGREEMENT  
FOR  
175 W ANTELOPE MIXED USE PROJECT**

THIS DEVELOPMENT AGREEMENT is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2025 by and between Clearfield City Corporation, a Utah municipality, and S-Devcorp, Inc., a Utah Corporation.

**RECITALS**

- A. The capitalized terms used in this Development Agreement (DA) and in these Recitals are defined in Section 1.2, below.
- B. Developer is under contract to own and will be developing the Property.  
  
Developer and the City desire that the Property be developed in a unified and consistent fashion with commercial and residential uses pursuant to the Overall Site Plan.
- C. The Parties acknowledge that development of the Property pursuant to this DA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as an Overall Site Plan for a mixed use development known as 175 W ANTELOPE and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.
- D. The Parties desire to enter into this DA to specify the rights and responsibilities of

the Developer to develop the Property as expressed in this DA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this DA.

- E. The Parties understand and intend that this DA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101, *et seq.*
- F. The rear portion of the Property (approximately 4.3 Acres) is to be zoned R-3 (Residential) and the front portion of the Property (approximately 2.6 Acres) is to be zoned C-2 Commercial subject to the execution of this DA (See Exhibit "B" Parcel Zoning Exhibit)
- G. This DA conforms with the intent of the City's General Plan and Zoning.

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

## **TERMS**

### **1. Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits "A" – "D" are hereby incorporated into this DA.

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

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101, *et seq.*

1.2.2. **Administrator** means the person designated by the City as the Administrator

of this DA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all the development on the entire Project, Phases 1 and 2, in accordance with the approved plans.

1.2.5. **City** means Clearfield City Corporation, a Utah municipality.

1.2.6. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this DA.

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

1.2.8. **DA** means this Development Agreement including all of its Exhibits.

1.2.9. **Default** means a material breach of this DA as specified herein.

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

1.2.11. **Developer** means Owner and builder.

1.2.12. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.13. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.14. **Final Plat** means the recordable map or other graphical representation of

land prepared in accordance with Utah Code Ann. § 10-9a-603, or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.15. **Maximum Residential Units** means the development of Phase 1 shall have a maximum of 55 Residential Dwelling Units.

1.2.16. **Notice** means any notice to or from any Party to this DA that is either required or permitted to be given to another party.

1.2.17. **Overall Site Plan** means the conceptual layout for Residential Dwelling Units, Commercial Units, and Public Infrastructure for the Project as shown on Exhibit "C".

1.2.18. **Owner** means S-Devcorp. Inc, or its assigns, and any applicable Subdevelopers thereafter.

1.2.19. **Parcel** means a portion of the Property that is created by the Developer to be sold to a Subdeveloper as a Subdivision

1.2.20. **Party/Parties** means, in the singular, Developer or the City, in the plural Developer and the City.

1.2.21. **Phase 1** means the residential portion of the Property as illustrated on the Overall Site Plan to be developed with townhouse residential.

1.2.22. **Phase 2** means the commercial portion of the Property as illustrated on the Overall Site Plan to be developed with commercial uses.

1.2.23. **Planning Commission** means the City's Planning Commission.

1.2.24. **Project** means the total development to be constructed on the Property pursuant to this DA with the associated public and private facilities, and all of the other aspects approved as part of this DA.

1.2.25. **Property** means the real property to be owned and developed by Developer more fully described in Exhibit "A".

1.2.26. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.27. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a residence as illustrated on the Overall Site Plan.

1.2.28. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Developer which purchases a Parcel for development.

1.2.29. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

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

1.2.31. **Residential Zoning** means City's R-3 Zone.

1.2.32. **Commercial Zoning** means City's C-2 Zone.

1.2.33. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this DA as a part of the City's Vested Laws.

## 2. **Development of the Project.**

2.1. **Compliance with the Overall Site Plan and this DA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this DA), the Overall Site Plan and this DA.

2.2. **Vehicular Access.** Development of the project shall include two (2) vehicular

accesses from Antelope Drive and one (1) access from South Main Street. The accesses are shown in the conceptual Overall Site Plan of this agreement. The final placement and design of vehicular access will be approved through the Development Application approval process.

**2.3. Maximum Residential Units.** At Buildout of Phases 1, the Developer shall be entitled to have Fifty Five (55) units, as allowed by this DA.

**2.4. Type of Construction.** The type of construction for Phase 1 (Residential) of the development shall be limited to townhomes only and shall not include any multi-family apartment buildings.

**2.5. Order of Construction.** The Parties acknowledge that the Project consists of multiple portions, including both a residential portion (Phase 1) and a commercial portion (Phase 2). While there is no mandated order or sequence of construction requiring that one phase be completed before the other, Developer shall remain subject to the specific performance deadlines and obligations related to Phase 2 as set forth herein. Developer may commence and complete construction of either Phase 1 or Phase 2 in any order, provided that such work is conducted in compliance with all applicable laws, entitlements, approvals, and the terms of this Agreement. Notwithstanding the absence of a required sequence, Developer acknowledges its independent obligation to timely construct the commercial portion (Phase 2), and agrees to do so in accordance with specific deadlines set forth in Section 2.11 of this agreement.

**2.6. Height of Residential.** The townhomes shall not exceed a height of two-stories above Grade.

**2.7. Building Setbacks and Separation.** The Parties acknowledge that code

standard of a thirty- foot (30') separation between multi-family buildings shall not apply in Phase 1. There shall be a minimum building separation of twenty feet (20'), a minimum front and side yard setback of ten feet (10'), and a minimum rear yard setback of fifteen feet (15').

**2.8. Phase 1 Architecture.** The City acknowledges and approves the architectural design elements depicted in the Architectural Design Elevations attached hereto as Exhibit “D”, and generally described as:

**Farmhouse Style**

Front Façade comprised of horizontal Hardie LAP on ground floor and a combination of horizontal Hardie LAP, Hardie Board and Batton, with stucco accent on the second story. 2 foot wrap along sides of building. Stucco as the primary material along sides and rear of buildings, except along street sides. Along street façades, comprised of horizontal Hardie LAP and stucco as both primary materials. Generally as shown in Exhibit D.

**Main Elements of Farmhouse Style design:**

- Simple forms without excessive ornamentation
- 1 to 2 stories with steeper pitched roof
- Forward facing gable roof with side wings that are shed, gabled or hip forms
- Large covered front porch with lower slope, sometimes wrap around; entry and porch oriented to the street
- Simple siding types, usually horizontal wood/clapboard siding, stucco or vertical board and batten
- Windows are generally vertically oriented single or double-hung windows; bay windows are also utilized; windows centered are common

- Simple square posts and railings are common
- Traditional Farmhouse exterior colors are appropriate
- Typical main roof pitches shall be 6:12 to 10:12 slopes

### **Craftsman Style**

Front Façade comprised of 3 foot wainscot of brick or stone, with a 2 foot wrap on the side, horizontal Hardie LAP with varying exposures and Hardie Shake with stucco as an accent material. Side and rear façades will be primarily stucco, except along street façades where horizontal Hardie LAP and Stucco with both be primary materials. Generally as shown in Exhibit D.

#### **Main Elements of Craftsman style design:**

- Strong square posts proportionate to elevation massing
- Shallow pitched gable incorporating material variation.
- Asymmetrical massing with horizontal proportions
- Expressive but simplified elements such as exposed rafters, knee braces, brackets and tapered columns
- Double hung windows are common, larger horizontal windows utilized in front
- Stucco, stone, brick and shake shingles are common exterior materials, usually not all used together
- Single, rectilinear front door is common
- Traditional Craftsman colors are appropriate
- Typical main roof pitches shall be 4:12 to 8:12 slopes

**2.8. Interior Roads.** Pursuant to the public works standards of Clearfield City



Ordinance 2024-01, the interior roads in Phase 1 will comply with Private Roadway Street Section B.

**2.9. Maximum Unit Connection.** No townhome building shall include more than six (6) townhomes without the construction of the next set of townhome units as part of another multi-family building.

**2.10. Minimum Commercial Building Area.** Developer shall construct not less than 9,000 square feet of commercial building area in Phase 2 (Commercial), in accordance with the Overall Site Plan and in compliance with applicable laws, entitlements, and approvals.

**2.11 Development Timeline for Phase 2.**

**2.11.1. Performance Bond.** As security for Developer's obligation to construct the Commercial portion in Phase 2, Developer shall furnish the City with a Performance Bond in the amount of Five Hundred Thousand Dollars (\$500,000.00), in the form of a promissory note or other security acceptable to the City. The Performance Bond shall remain in full force and effect until the City Building Division grants final building inspection approval for all buildings within Phase 2, unless earlier release is approved in writing by the City.

**2.11.2. Development Application Approval and Building Permit Issuance.** Developer shall obtain all applicable development application approvals and building permits for all Phase 2 commercial buildings no later than twelve (12) months following the execution of this agreement. The City shall process applications in good faith and in accordance with applicable laws and procedures.

**2.11.3. Ongoing Construction Obligation and Completion Deadline.** Developer shall continuously and diligently pursue construction of each building in Phase 2 to final completion, without material interruption, in accordance with

approved plans and applicable codes and ordinances. Developer shall complete construction of Phase 2 and obtain final building inspection approval for all commercial buildings no later than thirty (30) months following the execution of this agreement.

**2.11.4. Remedies for Non-Performance.** If Developer fails to (a) timely obtain all applicable development application approvals and building permits for all Phase 2 commercial buildings within the twelve (12) months following the execution of this agreement, or (b) complete the construction of Phase 2 and obtain a final building inspection approval for all commercial buildings within the thirty (30) months following the execution of this agreement, the City shall have the right, upon written notice to Developer and the surety, to draw upon and retain the full amount of the Performance Bond as liquidated damages, and to pursue any and all other rights and remedies available at law or in equity. The process for remedy is fully described in this section and not subject to Section 8, Default.

**2.12. Residential Owner-Occupancy Requirement.** The townhome units developed on the Property shall be sold for the purpose of long-term owner-occupancy and said units shall be restricted from being used for rental purposes for a minimum period of five (5) years from the date of the initial conveyance of each unit to its first owner.

**2.13. Residential Owner-Occupancy Deed Restriction.** The Developer shall cause to be recorded, against townhome unit at the time of conveyance, a deed restriction or covenant running with the land, in a form approved by the City, which ensures compliance with the owner-occupancy requirement described herein. Said deed restriction shall expressly state that the townhome unit must be owner-occupied for a minimum of five (5) years from the date of the initial transfer of title and that leasing or renting of the townhome unit during

this period is prohibited.

**2.14. Residential Owner-Occupancy Enforcement.** The City shall have the right, but not the obligation, to enforce this provision through any lawful means, including injunctive relief, revocation of approvals, or other remedies as provided by law. Any violation of this provision shall constitute a default under this Agreement.

### **3. Vested Rights.**

**3.1. Vested Rights Granted by Approval of this DA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer all rights to develop the Project in fulfillment of this DA, the City's Vested Laws, the Zoning and the Overall Site Plan except as specifically provided herein. The Parties specifically intend that this DA grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509.

**3.2. Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Developer Agreement. City's Future Laws that Developer agrees in writing to the application thereof to the Project;

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic

Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101, *et seq.*;

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City, and do not materially and unreasonably increase the costs of any Development; or

3.2.8. Compelling. Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(l)(a)(i).

#### **4. Processing of Development Applications.**

4.1. **City Denial of a Development Application.** If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this DA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

4.2. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) calendar days of any Denial and attempt in good faith to resolve the issues specified in the Denial of a Development Application.

4.3. **City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

#### **4.4. Mediation of Development Application Denials.**

4.4.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve by "Meet and Confer" upon mutual agreement the parties may be mediated and include the following:

- (i) the location of On-Site Infrastructure, including utility lines and stub outs to adjacent developments,
- (ii) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,
- (iii) interpretations, minor technical edits or inconsistencies

necessary to clarify or modify documents consistent with their intended purpose of the Development Standards, and

(iv) the issuance of building permits.

4.4.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties may attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

#### **4.5. Arbitration of Development Application Objections.**

4.5.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may attempt within fifteen (15) calendar days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within fifteen (15) calendar days, each Party shall appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each

Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

**4.6. Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Developer may obtain approval of a Subdivision as is provided in Utah Code Ann. Section 10-9a-103(57)(c)(v) (2018) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, construction of improvements shall not be allowed until the Developer or Subdeveloper complies with the City's Vested Laws.

## **5. Application Under City's Future Laws.**

5.1. Without waiving any rights granted by this DA, Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's

Future Laws in effect at the time of the Development Application so long as Developer is not in current breach of this Agreement.

## **6. Public Infrastructure.**

6.1. **Construction by Developer.** Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

6.2 **Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-9a of the Utah Code as amended, security for any Public or private Infrastructure-is required by the City, Applicant shall provide it in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

## **7. Upsizing/Reimbursements to Developer.**

7.1. **"Upsizing."** The City shall not require Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

## **8. Default.**



8.1. **Notice.** If Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Developer.

8.2. **Contents of the Notice of Default.** The Notice of Default shall contain:

8.2.1. Specific Claim. Specify the claimed event of Default;

8.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this DA that is claimed to be in Default;

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

8.2.4. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration, with the exception of a Default that creates a legitimate concerns related to public health, safety or welfare, which may, at the discretion of the City, be less than thirty (30) calendar days.

8.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties may engage in the "Meet and Confer" and "Mediation" processes specified in Sections 4.4. If the claimed Default is subject to Arbitration as provided in Section 4.5 then the parties may follow such processes.

8.4. **Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" or by "Mediation", and if the Default is not subject to arbitration then the parties may have the following remedies, except as specifically limited in 8.9:

8.4.1 Law and Equity. All rights and remedies available at law and in

equity, including, but not limited to, injunctive relief and/or specific performance.

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

8.4.3 Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

8.5. **Public Meeting**. Before any remedy in Section 8.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

8.6. **Emergency Defaults**. Anything in this DA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 8.4 without the requirements of Sections 8.5. The City shall give Notice to Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

8.7. **Extended Cure Period**. If any Default cannot be reasonably cured within thirty (30) calendar days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

8.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

8.9. **No Cross-Default.** A default regarding either Phase 1 or Phase 2 shall not be deemed to be a default for the other Phase.

8.10. **Limitation on Recovery for Default - No Damages.** Anything in this DA notwithstanding, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this DA and each Party waives any claims thereto. The sole remedy available to Developer or any Subdeveloper shall be that of specific performance.

8.11. **Exemption for Development Timeline of Phase 2.** Remedies for non-performance of Section 2.11, Development Timeline of Phase 2 of this agreement are not subject to Section 8, Default.

9. **Notices.** All notices required or permitted under this DA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

**To the Developer:**

**Owners:**

S-Devcorp, Inc.  
Attn: Nicole Visconti  
90 E 7200 S, #200  
Midvale, UT 84047

**With a copy to:**

D.R. Horton, Inc.  
Attn: Jonathan Thornley  
1785 E 1450 S, Suite 115  
Clearfield, UT 84015

**To the City:**

Clearfield City Corporation  
Attn: City Manager  
55 South State Street  
Clearfield, UT 84015

**With a Copy to:**

Clearfield City Attorney  
55 South State Street  
Clearfield, UT 84015

**9.1. Effectiveness of Notice.** Except as otherwise provided in this DA, each Notice shall be effective and shall be deemed delivered on the earlier of:

9.1.0 Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.1. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.2. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this DA

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

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

**11. No Third-Party Rights/No Joint Venture.** This DA does not create a joint venture relationship, partnership or agency relationship between the City, or Developer. Further, the parties do not intend this DA to create any third-party beneficiary rights. The Parties acknowledge that this DA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities-except for warranty bond requirements under City's Vested Laws and as allowed by state law-for the dedicated public improvement shall be the City's.

**12. Assignability.** The rights and responsibilities of Developer under this DA may be assigned in whole or in part, respectively, by Developer with the consent of the City as provided herein.

**12.1. Sale of Lots.** Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Developer.

**12.2 Related Entity.** Developer' transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer' entry into a joint venture for the development of the Project or Developer' pledging of part or all of the Project as

security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Developer. Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

**12.3 Notice.** Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

**12.4 Time for Objection.** Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

**12.5 Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this DA to which the assignee succeeds. Upon any such approved partial assignment Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

**12.6 Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of or Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that

has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 4.2 and 4.4. If the refusal is subject to Arbitration as provided in Section 5.5 then the Parties shall follow such processes.

**12.7 Assignees Bound by DA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this DA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

**13. Binding Effect.** If Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Developer and as set forth in this DA without any required approval, review, or consent by the City except as otherwise provided herein.

**14. No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

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

**16. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain

labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

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

**18. Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Manager. The initial representative for Developer shall be **Nicole Stangl Visconti**. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

**19. Applicable Law.** This DA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

**20. Venue.** Any action to enforce this DA shall be brought only in the Second District Court for the State of Utah, Davis County Division.

**21. Entire Agreement.** This DA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

**22. Mutual Drafting.** Each Party has participated in negotiating and drafting this DA and



therefore no provision of this DA shall be construed for or against any Party based on which Party drafted any particular portion of this DA.

**23. Recordation and Running with the Land.** This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land.

**24. Authority.** The Parties to this DA each warrant that they have all of the necessary authority to execute this DA. Specifically, on behalf of the City, the signature of the City is affixed to this DA lawfully.

Signature Page To Follow

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 herein above written.

CITY  
Clearfield City Corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form and legality:

Attest:



City Attorney

\_\_\_\_\_  
City Recorder

**CITY ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  :ss.  
COUNTY OF DAVIS            )

On the \_\_\_\_ day of \_\_\_\_\_, 2025 personally appeared before me \_\_\_\_\_ who being by me duly sworn, did say that he is the \_\_\_\_\_ of Clearfield City Corporation, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said \_\_\_\_\_ acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

DEVELOPER  
Phase 1, and 2 Owners

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  :ss.  
COUNTY OF                    )

On the \_\_\_ day of , 2020, personally appeared before me \_\_\_\_\_, who  
being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_ a Utah  
limited liability company and that the foregoing instrument was duly authorized by the  
company at a lawful meeting held by authority of its operating agreement and signed in behalf  
of said company.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

## **TABLE OF EXHIBITS**

Exhibit "A"	Legal Description of Property
Exhibit "B"	Parcel Zoning Exhibit
Exhibit "C"	Overall Site Plan
Exhibit "D"	Townhome Elevations

EXHIBIT 'A'

All of Lot 5, HOLT COMMERCIAL SUBDIVISION, according to the official plat thereof, filed in the office of the Davis County Recorder as Entry No. 1248693 and as Map No. 2634 of official records.

Less and excepting therefrom that portion of the subject property as disclosed by that certain Warranty Deed recorded October 15, 2002 as Entry No. 1795163 in Book 3146 at Page 875, being described as follows:

A parcel of land in fee for the widening of an existing highway, State Route 108, known as Project No. 0108, being part of an entire tract of property, situate in Lot 5, HOLT COMMERCIAL SUBDIVISION, and Lot 6, LARSEN COMMERCIAL SUBDIVISION, subdivisions in the NE 1/4 of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning on the southerly right-of-way line of said existing highway at a point 51.35 feet perpendicularly distant southerly from the center line of said project at Engineer Station 149+07.77, which point is the Northeast Corner of said Lot 5, said point being 388.00 feet North 89°59'50" West along the North line of said Section 14 and 33.00 feet South 0°10'11" West from the Northeast Corner of said Section 14, and running thence North 89°59'50" West 545.37 feet to the Northwest Corner of said Lot 6; thence South 0°10'11" West 0.49 feet along the westerly lot line of said Lot 6 to a point 55.00 feet perpendicularly distant southerly from said center line at Engineer Station 154+53.03; thence South 89°39'55" East 545.37 feet along a line parallel to said center line to a point on the easterly lot line of said Lot 5; thence North 0°10'11" East 3.65 feet along said easterly lot line to the point of beginning as shown on the official map of said project in the office of the Utah Department of Transportation. (Note: Rotate all bearings in the above description 0°20'40" clockwise to match highway bearings based upon the Utah State Plane Coordinate System modified)

ALSO Less and excepting therefrom that portion of the subject property as disclosed by that certain Warranty Deed recorded December 23, 2014 as Entry No. 2840503 in Book 6170 at Page 471, being described as follows:

A parcel of land in fee, being part of Lot 5, Holt Commercial Subdivision, according to the official plat thereof, recorded as Entry No. 1248693 in Book 2001 at Page 1170 in the office of the Davis County Recorder, situate in the Northeast Quarter of the Northeast Quarter of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian, the boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said Lot 5, which corner is 188.00 feet North 89°59'50" West along the Section line and 238.10 feet South 00°10'11" West from the Northeast corner of said Section 14; and running thence South 00°10'11" West 27.00 feet along the Easterly boundary line of said Lot 5; thence North 89°59'50" West 200.00 feet; thence North 00°10'11" East 27.00 feet to the Southwest corner of Lot 1 of Antelope Business Park Subdivision according to the official plat thereof, recorded as Entry No. 1662664 in Book 2812 at Page 263 in the office of the Davis County Recorder; thence South 89°59'50" East 200.00 feet along the Southerly boundary line of said Lot 1 to the point of beginning.

EXHIBIT 'B'

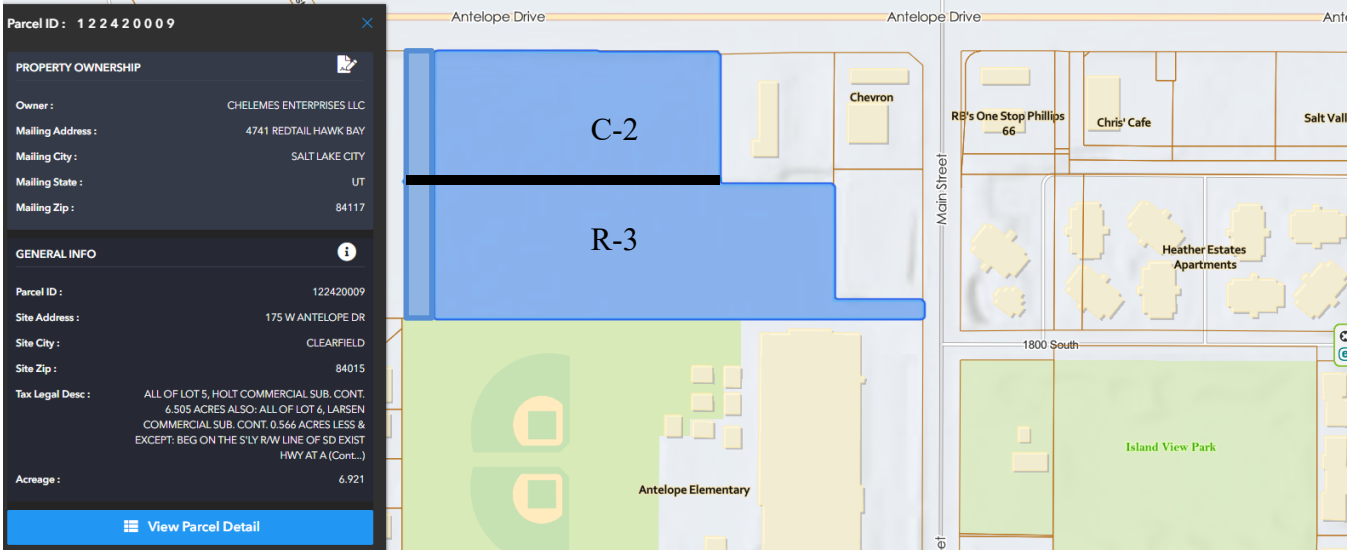
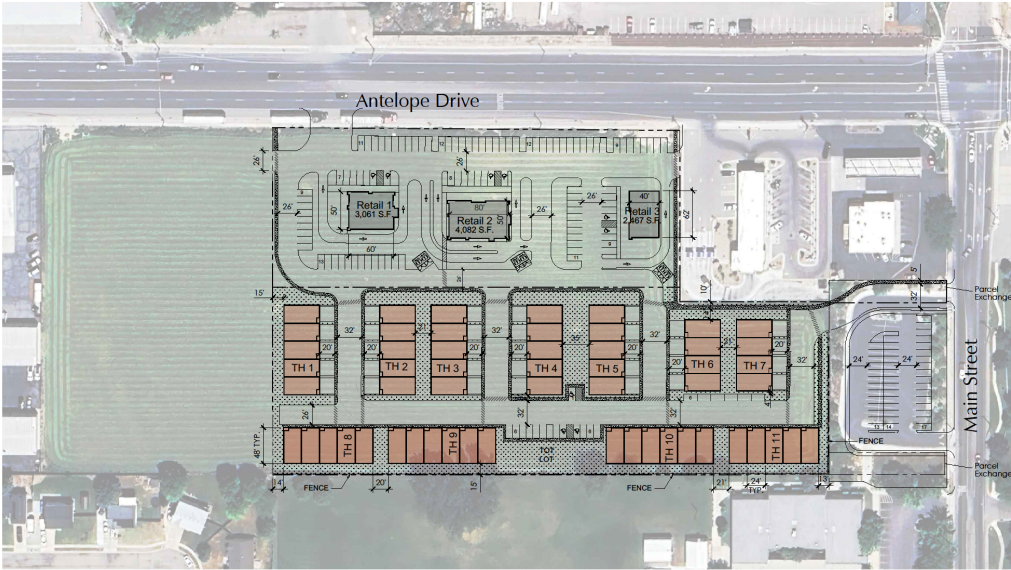


EXHIBIT 'C'



PARKING/BUILDING DATA			
NETAL 1-3	4,062 S.F.		
TOTAL PARKING PROVIDED	10 SPACES		
RATIO	0.25/1000 S.F.		
TOTAL PARKING REQUIRED	48 SPACES		
* BASED ON ALL PART OCCUPANCY IN (S/1000)			

TOWNHOME DATA			
TOWNHOME PARCEL	400 Acres		
RATIO	0.25/1000 S.F.		
LANDSCAPING	47,000 S.F.		

CITY ZONING CODE			
Jurisdiction	Clearfield UT		
Zoning	C-2 - based on R-3		
Setbacks	5' 0"		
Height	5' 0" or less to residential zone, a setback yard of equal width to that required for the rear yard in the adjoining residential zone		
Density	14 dwelling units per acre		
Parking	10/20		
Landscaping (C-2)	10%		
Landscaping (R-3)	20%		

CONCEPTUAL SITE PLAN  
THIS SITE PLAN IS FOR CONCEPTUAL PLANNING.  
THE SITE WILL NEED TO BE SURVEYED TO  
ACCURATELY DEFINE ALL BOUNDARIES,  
EASEMENTS, UTILITY EASEMENTS, RIGHT-OF-WAYS,  
CONFIRM ACCESS LOCATIONS, AND WETLANDS.

S-DEVCORP INC. - Clearfield Mixed Use

Site Plan

AE2024.284 - SP 12

156 West Antelope Drive - Clearfield

October 16, 2025



EXHIBIT 'D'





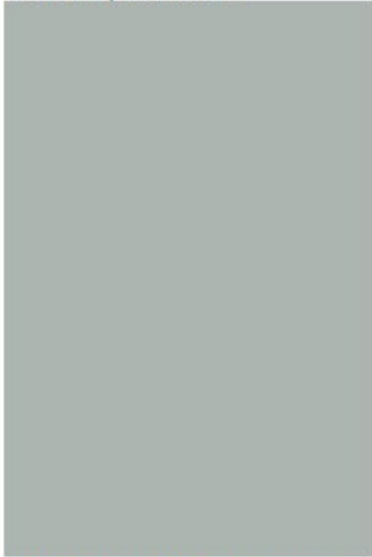
EXHIBIT 'D' continued



EXHIBIT 'D' continued

MULTI-FAMILY | COLOR SCHEME MF-1

SIDING 1/STUCCO 1



SW 7066 GRAY MATTERS

SIDING 2/STUCCO



SW 7068 GRIZZLE GRAY

SIDING 3/TRIM/ENTRY DOOR



SW 7005 PURE WHITE

STONE (ESW)



GREY DRIFT MOUNTAIN LEDGE

STONE (H)



MIDNIGHT UINTAH LEDGE

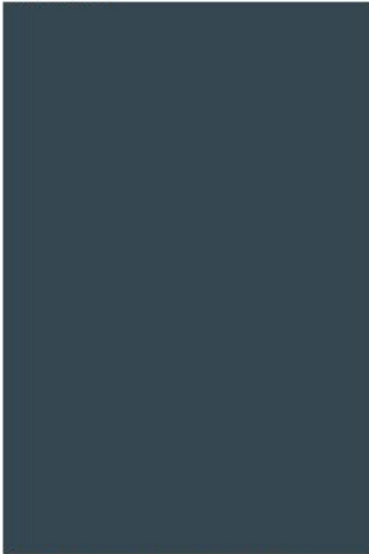
ASPHALT ROOFING



DUAL BLACK

## MULTI-FAMILY | COLOR SCHEME MF-2

SIDING 1



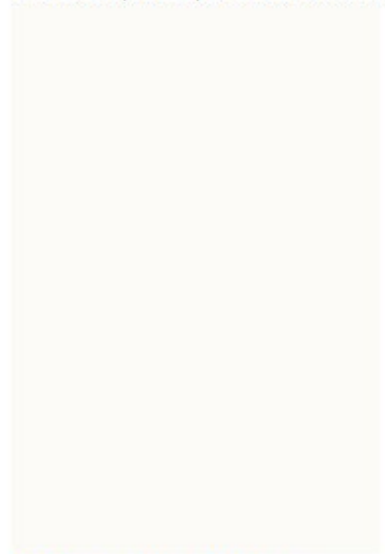
SW 7615 SEA SERPENT

SIDING 2/STUCCO 1



SW 7660 EARL GRAY

SIDING 3/TRIM/ENTRY DOOR



SW 7005 PURE WHITE

STONE (ESW)



SLATE SOUTHERN LEDGE

STONE (H)



SLATE UINTAH LEDGE

ASPHALT ROOFING



DUAL BLACK



EXHIBIT 'D' continued

MULTI-FAMILY | COLOR SCHEME MF-5

SIDING 1



SW 7016 MINDFUL GRAY

SIDING 2



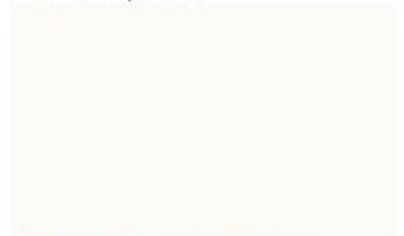
SW 7019 GAUNTLET GRAY

ENTRY DOOR



SW 6222 RIVERWAY

SIDING 3/TRIM



SW 7005 PURE WHITE

STONE (ESW)



SLATE SOUTHERN LEDGE

STONE (H)



SLATE UINTAH LEDGE

ASPHALT ROOFING



DUAL BLACK

EXHIBIT 'D' continued

MULTI-FAMILY | COLOR SCHEME MF-6

SIDING 1



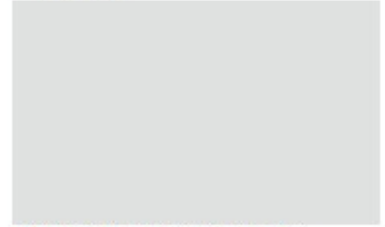
SW 6236 GRAYS HARBOR

SIDING 2



SW 6235 FOGGY DAY

STUCCO 1



SW 6231 ROCK CANDY

STUCCO 2/TRIM/ENTRY DOOR



SW 7005 PURE WHITE

STONE (ESW)



CHAMPAGNE MOUNTAIN LEDGE

STONE (H)



CHABLIS UINTAH

ASPHALT ROOFING



CHARCOAL GREY

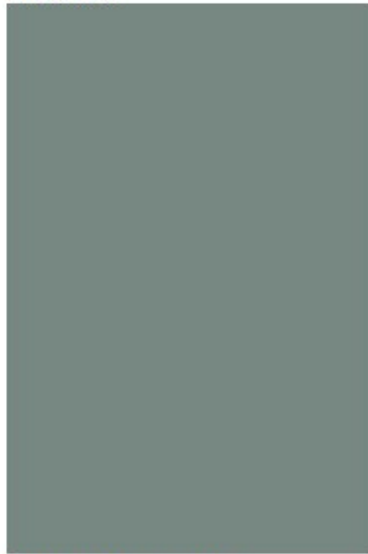
## MULTI-FAMILY | COLOR SCHEME MF-7

SIDING 1



SW 6205 COMFORT GREY

SIDING 2



SW 6207 RETREAT

STUCCO 1



SW 7653 SILVERPOINTE

ENTRY DOOR



SW 6991

SIDING 3/TRIM



SW 7005

STONE (ESW)



CHAMPAGNE MOUNTAIN LEDGE

STONE (H)



CHABLIS UINTAH

ASPHALT ROOFING



DUAL BLACK



MULTI-FAMILY | COLOR SCHEME MF-9

SIDING 1



SW 7006 EXTRA WHITE

SIDING 2 / STUCCO 1



SW 7006 EXTRA WHITE

SIDING 3



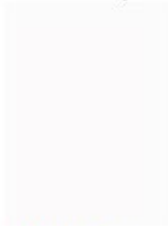
SW 7006 EXTRA WHITE

ENTRY DOOR



SW 7069

STUCCO 2/TRIM



SW 7006

STONE (ESW)



SIERRA WEATHEREDGE LEDGE

STONE (H)



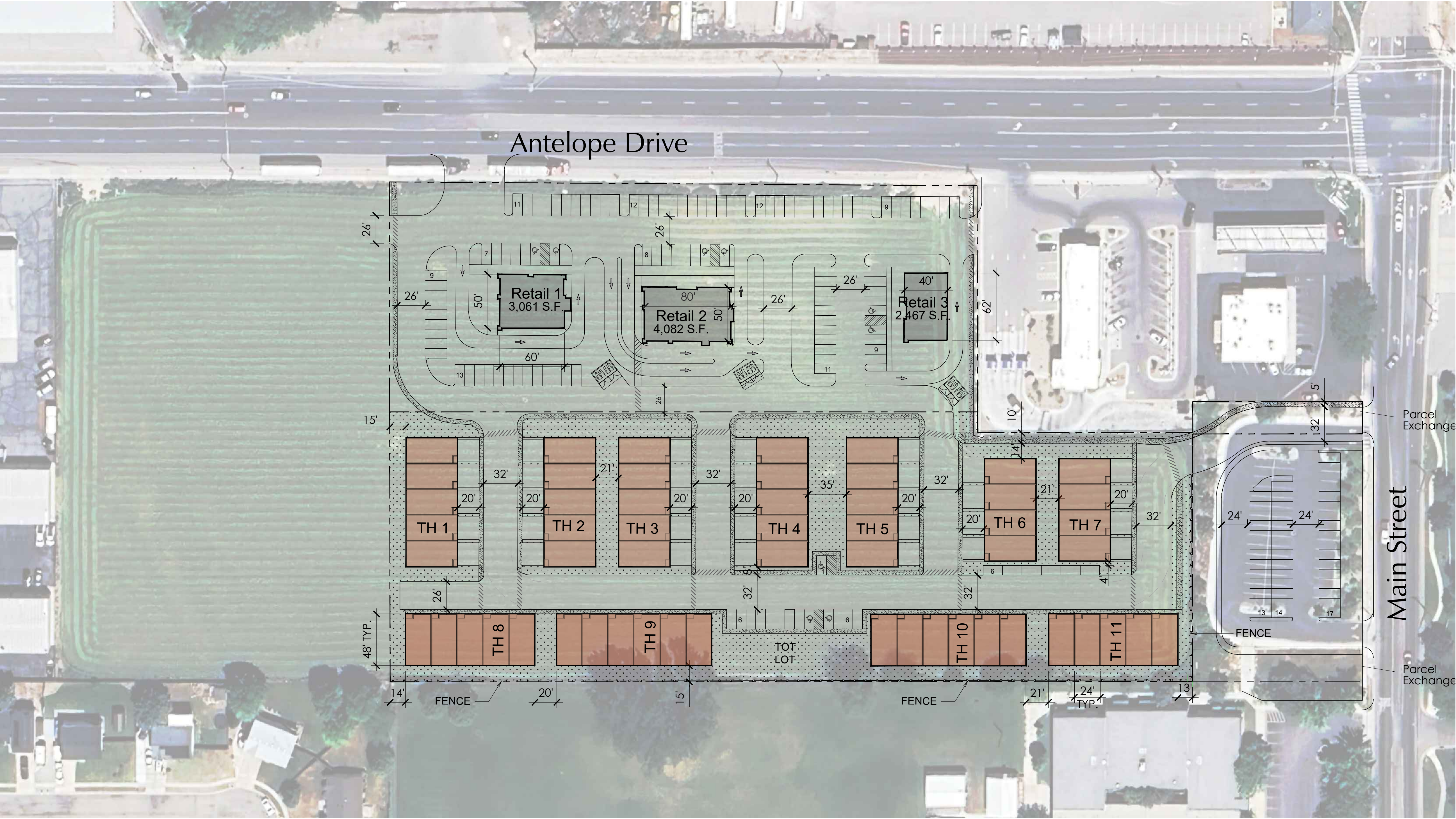
STIRLING DRY STONE

ASPHALT ROOFING



CHARCOAL GREY





**PARKING/BUILDING DATA**

RETAIL 1-3	9,610 SF
TOTAL PARKING PROVIDED	101 SPACES
RATIO	10.51/1,000 S.F.

TOTAL PARKING REQUIRED 48 STALLS  
• BASED ON ALL FAST FOOD/DRIVE-IN (5/1,000)

TOWNHOMES	(5 UNITS PER BLDG AVG.)	55 UNITS
	GARAGE	2/UNIT 110 SPACES
	DRIVEWAYS	55 SPACES
	OPEN	18 SPACES

TOTAL PARKING	183 SPACES
RATIO	3.33/UNIT

TOWNHOME PARCEL RATIO	4.30 Acres	12.8 Units/Acre
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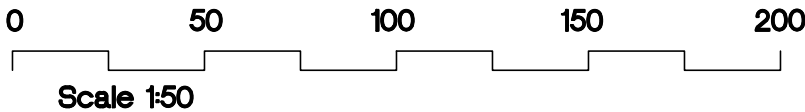
LANDSCAPING	47,992 SF	25.63 %
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**CITY ZONING CODE**

Jurisdiction	Clearfield UT
Zoning	C-2 - based on R-3
Setbacks	F 10' S/R 0' or next to residential zone, a side/rear yard of equal width to that required for the rear yard in the adjoining residential zone
Height	35'
Density	16 dwelling units per acre
Parking	9x20 26
calculating is a round up	
Retail	3.5/1000
Restaurant	10/1000
Fast Food/Drive-in	5/1000
Office	2.5/1000
Homes	2/Unit
No more that 12 consecutive stalls without landscape planter	

Landscaping (C-2)	10%
Landscaping (R-3)	25%

CONCEPTUAL SITE PLAN  
THIS SITE PLAN IS FOR CONCEPTUAL PLANNING. THE SITE WILL NEED TO BE SURVEYED TO ACCURATELY DEFINE ALL BOUNDARIES, EASEMENTS, UTILITY EASEMENTS, RIGHT-OF-WAYS, CONFIRM ACCESS LOCATIONS, AND WETLANDS.



**S-DEVCORP INC. - Clearfield Mixed Use**

Site Plan





# Planning Commission

## STAFF REPORT

AGENDA ITEM  
**#2**

**TO:** Clearfield City Planning Commission

**FROM:** Tyson Stoddard, Planner  
[tyson.stoddard@clearfieldcity.org](mailto:tyson.stoddard@clearfieldcity.org)  
(801) 525-2718

**MEETING DATE:** Wednesday, December 3<sup>rd</sup>, 2025

**SUBJECT:** Discussion and Possible Action on **CUP 2025-1106**, a conditional use permit request by Richard Helmcke with Hell Monkey Cycles LLC to relocate an existing motorcycle repair business to the subject property. **Location:** 1740 South 300 West Suites 1, 2, & 3 (TIN: 12-243-0005). **Parcel Area:** 0.91 Acres. **Zone:** C-2 (Commercial). **(Administrative Action)**

### RECOMMENDATION

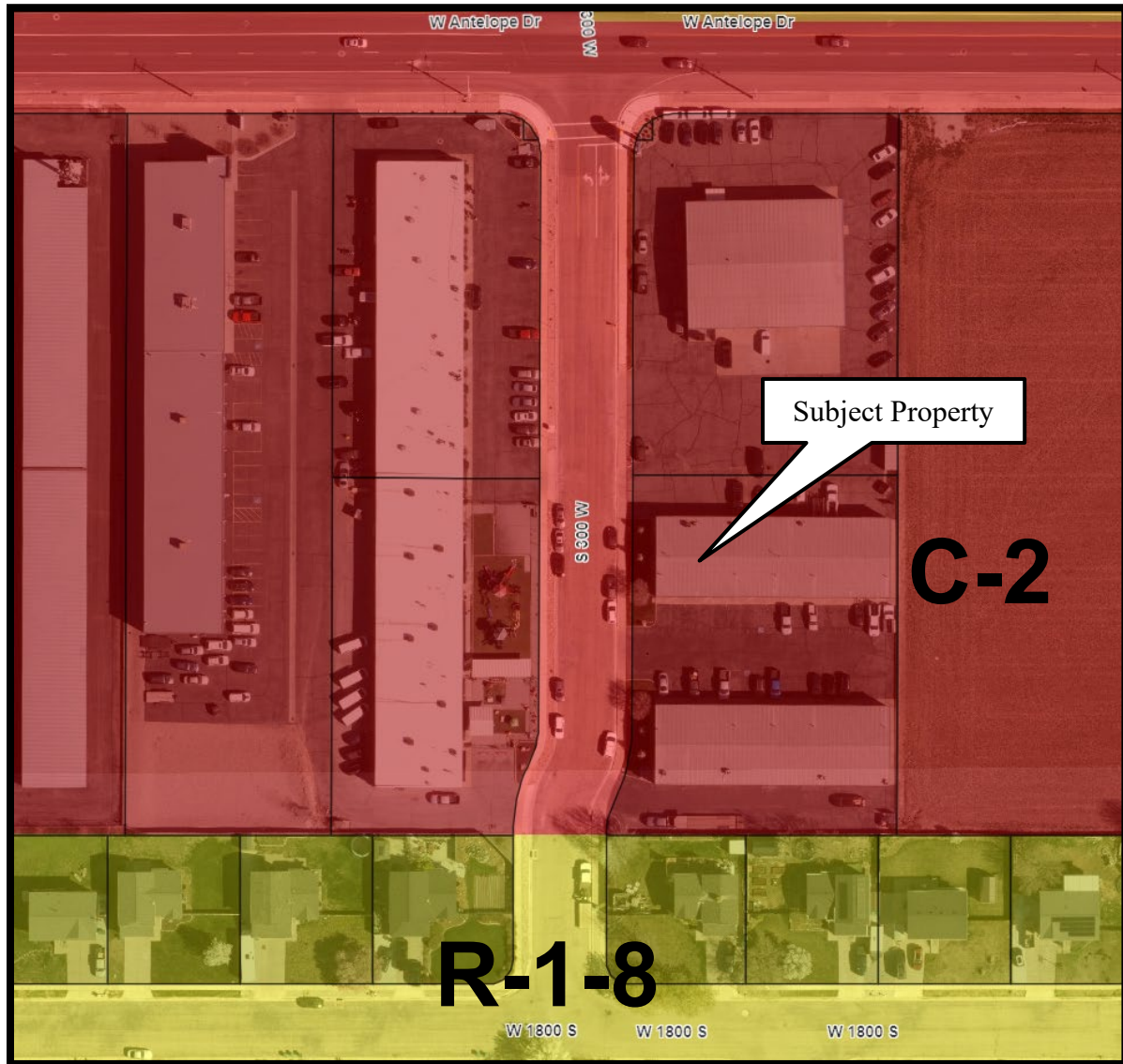
Staff recommends that the Planning Commission **approve as conditioned, CUP 2025-1106**, a conditional use permit request by Richard Helmcke with Hell Monkey Cycles LLC to relocate an existing motorcycle repair business to the subject property.

### PROJECT SUMMARY

Project Information	
Project Name	Hell Monkey Cycles
Site Location	1740 S. 300 W. Suites 1-3
Parcel ID	12-243-0005
Applicant	Richard Helmcke
Property Owner	Strebel Investments LLC
Proposed Actions	Conditional Use Permit Approval
Current Zoning	C-2 (Commercial)
Parcel Area	0.91 Acres

Surrounding Properties and Uses:		Zoning District	General Plan Land Use Classification
North	Commercial	C-2 (Commercial)	General Commercial
East	Vacant/Agricultural	C-2 (Commercial)	General Commercial
South	Single-Family Neighborhood	R-1-8 (Residential)	Neighborhood Residential
West	Commercial	C-2 (Commercial)	Commercial

### Aerial Image and Zoning



#### BACKGROUND AND ANALYSIS

A conditional use permit was granted in 2015 for Hell Monkey Cycles to operate a motorcycle repair business at 325 West 1700 South. The business is now seeking to relocate to a nearby location in Clearfield, across the street from the current location to an existing commercial building. The proposed location is also located in the C-2 Zone, in which a “automobile repair” is a conditional use.

The purpose of a conditional use permit is to allow a land use that, because of its unique characteristics or potential impact on the city, surrounding neighbors or land uses, may be compatible only if certain conditions are required that mitigate the detrimental impacts. Staff has reviewed Chapter 11-4-5 “Conditional Use Permits” which lists the types of conditions that the Planning Commission may require to limit any potential negative impacts of the proposed use. Staff’s recommended conditions are listed under the conditions of approval section of this report.

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## CONDITIONAL USE PERMIT REVIEW

### ***Floor Plan***

The business will be located in units 1-3, which includes approximately 3,500 square feet of floor area. They intend to combine units 2 and 3 to create a showroom, and will do some minor remodeling within the space. The scope of the remodel has been reviewed by the Building Division and it will not require a permit.

### ***Parking (Chapter 11-14)***

Chapter 11-14 "Off Street Parking and Loading" outlines the parking development standard for properties located in the C-2 Zone. Less intensive commercial businesses require 0.75 spaces for each 1,000 square feet of gross floor area. The units have dedicated parking spaces in excess of the three (3) minimum required spaces for the proposed use.

### ***Site Landscaping and Open Space***

The landscaping was proposed and approved with the original development and remains in good condition.

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## PUBLIC COMMENT

Public notice was placed on the property on November 24, 2025. No public comments have been received to date.

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## REVIEW CONSIDERATIONS

### **Conditional Use Permit Review**

Clearfield Land Use Ordinance Section 11-4-4 establishes the following review considerations that the Planning Commission shall review while determining to approve Conditional Use Permits.

REVIEW CONSIDERATION		Staff Analysis
CONSIDERATIONS: The Land Use Authority may allow a conditional use to be located in any zoning district in which the particular use is allowed as a conditional use by this title. In authorizing any conditional use, the Land Use Authority shall impose such requirements and conditions to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the applicable standards provided in this chapter or elsewhere in this title necessary for the protection of adjacent properties and the public welfare. The Land Use Authority shall determine the following:		
1)	<i>At the specified location, [the proposed use] is in harmony with the general intent and purpose of the Clearfield City General Plan and the applicable zoning district regulations;</i>	The proposed use is in harmony and compliance with the General Plan and zoning ordinance regulations.
2)	<i>[The proposed use] is necessary or desirable to provide a service or facility which will contribute to the general well-being of the community and neighborhood;</i>	The proposed use will contribute to the general well-being of the community.
3)	<i>Such use will not, under the circumstances of the particular case, be detrimental to the health, safety, or</i>	The use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity.

	<i>general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and</i>	
4)	<i>Conditions imposed by the Land Use Authority are based upon ordinance standards outlined in this title [Title 11, Land Use] or as otherwise determined to be necessary by the City Engineer, Building Official, or any applicable State or Federal Agency according to adopted standards of those fields of expertise.</i>	The proposed conditions are based upon ordinance standards.

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#### **CITY DEPARTMENT / AGENCY REVIEW**

The plans were shared for review by the Planning Division, Building Division, and the North Davis Fire District.

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#### **CONDITIONS OF APPROVAL**

*Based upon a review of the request and applicable ordinance standards, staff recommends that the Planning Commission approve the conditional use permit request subject to the following conditions.*

- 1) No automotive repair services shall be conducted outside of the building.
- 2) The site shall be maintained in a neat and orderly manner and have no abandoned or leaking automotive parts except in a closed container for disposal.
- 3) No oil shall be discharged into any floor drains without an oil separator.
- 4) Damaged and inoperable vehicles shall not be stored outdoors.
- 5) The applicant shall provide proof of having obtained and of having maintained, as may be periodically requested by the City, all applicable local, state, and federal permits.
- 6) The applicant shall update the existing Clearfield City business license with the new location.
- 7) Any signs must meet Chapter 11-15 "Sign Regulations" standards. Signs are not included as part of this Site Plan approval. Separate review and approval will be required.

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#### **ATTACHMENTS**

1. Site Plan
2. Floor Plan

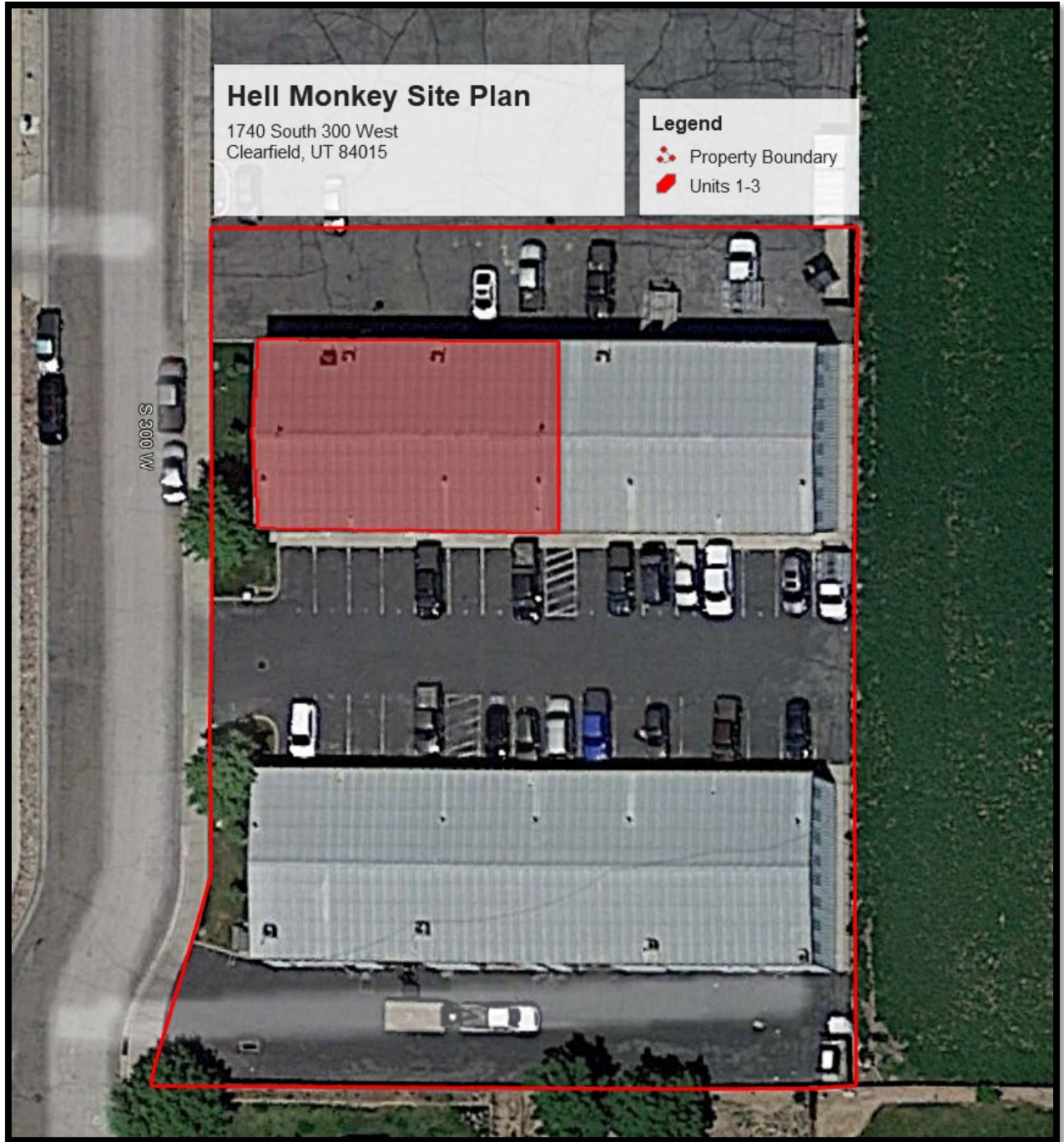
## Hell Monkey Site Plan

1740 South 300 West  
Clearfield, UT 84015

### Legend

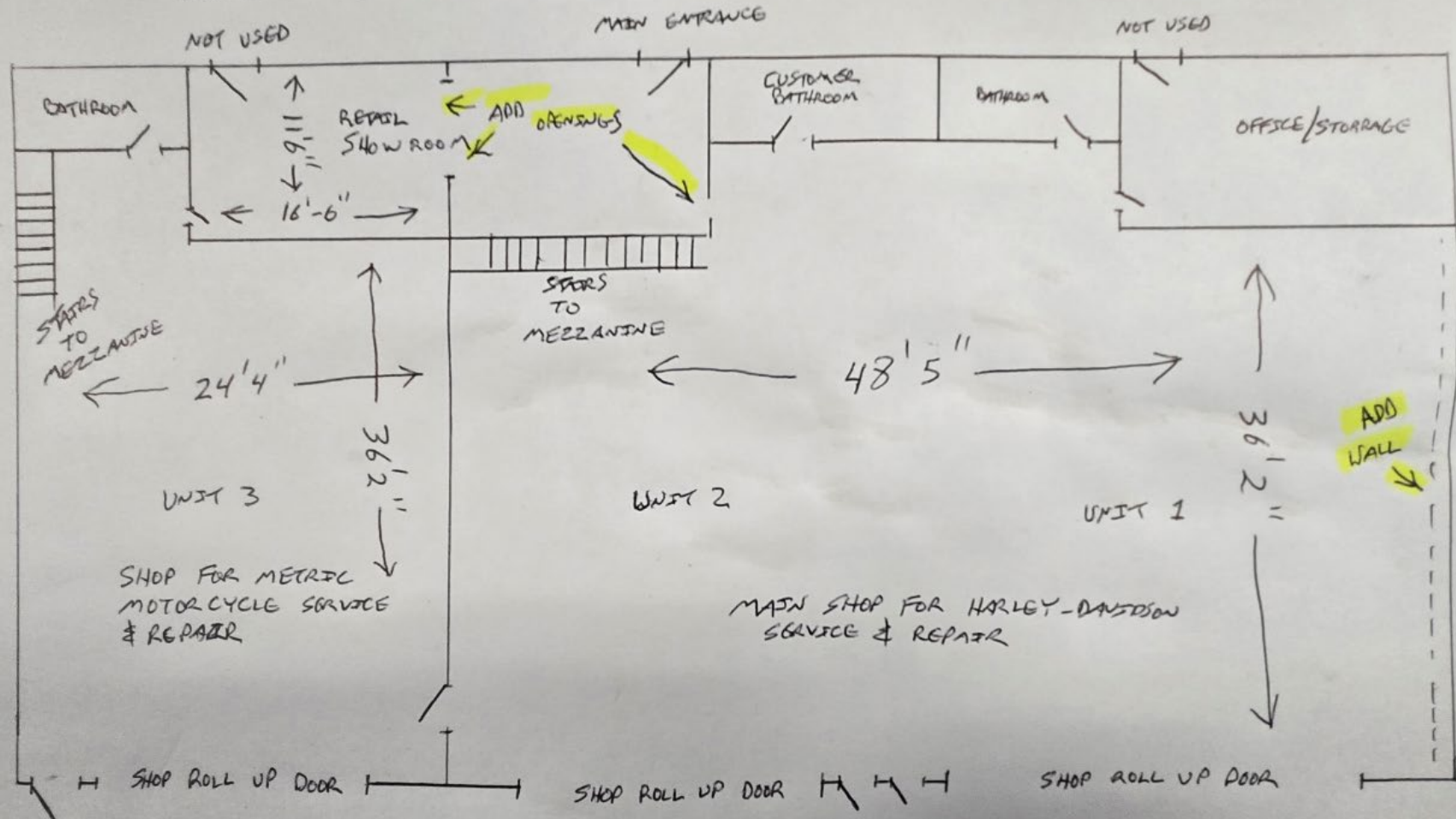
- Property Boundary
- Units 1-3

S 300 W





GOING TO COMBINE THE OFFICES IN UNIT 2 & 3 TO MAKE SHOWROOM  
 GOING TO BUILD WALL ON WEST WALL IN UNIT 1 TO PUT TOOL BOXES AGAINST  
 PAINT SHOWROOM & CUSTOMER BATHROOM REQ  
 MEZZANINES WILL BE USED FOR OLD PARTS STORAGE



HELL MONKEY CYCLES LLC



# ***Planning Commission***

## **STAFF REPORT**

DISCUSSION  
ITEM

**TO:** Clearfield City Planning Commission

**FROM:** Tyson Stoddard, Associate Planner  
[tyson.stoddard@clearfieldcityut.gov](mailto:tyson.stoddard@clearfieldcityut.gov)  
801-525-2718

**MEETING DATE:** Wednesday, December 3<sup>rd</sup>, 2025

**SUBJECT:** Discussion on Permanent Supportive Housing (PSH)

---

### **BACKGROUND**

In 2023, the State of Utah created a strategic plan to address homelessness (Utah's Plan to Address Homelessness, February 2023). The vision for the homeless response system is to "make homelessness rare, brief, and non-recurring; that all people experiencing homelessness can thrive to their fullest potential; and that our communities are stable and safe for everyone." With planning efforts related to homelessness, Davis County created the Davis County Winter Overflow Task Force, which has prioritized long-term solutions to homelessness through the development of permanent supportive housing. Davis County also has a warming center in Clearfield at the Talia Events Center that provides overnight shelter during Code Blue events (temperature with wind-chill below 18 degrees) between October 15th and April 30th.

### **LAND USE REGULATIONS FOR PERMANENT SUPPORTIVE HOUSING**

With Davis County planning for a permanent supportive housing location, the Clearfield City Council has directed Staff to craft a Permanent Supportive Housing Ordinance. Utah State Code defines Permanent Supportive Housing as a housing facility that provides supportive services, makes a 15-year commitment to provide rent subsidies, receives low income housing tax credits, and is leased to tenants that were homeless immediately before leasing the housing, and whose rent is capped at no more than 30% of the tenant's household income. The ordinance that Staff is currently working on is meant to accomplish the following:

- Craft an overlay zone to allow for the development of PSH which could be applied to property within one or multiple zones within the city
- Create a process by which PSH facilities can be sited in a way to provide quality, affordable housing in a location near transit and supportive services
- Establish appropriate development standards specific to PSH

While it is unknown where Davis County will ultimately locate a PSH facility, Clearfield City Staff find it important to thoughtfully contemplate land use regulations for PSH in support of Clearfield's image and livability. Staff desire to adopt the ordinance prior to February, 2026.

### **GUEST PRESENTATION**

The discussion will include a guest presentation by Davis County Community Services Manager, Ryan Steinbeigle, who was recently recognized by the Utah Homeless Services Board with an Outstanding Leader Award for his work related to homeless services.



## CLEARFIELD CITY PLANNING COMMISSION 2026 APPLICATION DEADLINES & MEETING DATES

APPLICATION DEADLINE	MEETING DATE
December 3, 2025	January 7, 2026
January 7, 2026	February 4, 2026
February 4, 2026	March 4, 2026
March 4, 2026	April 1, 2026
April 1, 2026	May 6, 2026
May 6, 2026	June 3, 2026
June 3, 2026	July 1, 2026
July 1, 2026	August 5, 2026
August 5, 2026	September 2, 2026
September 2, 2026	October 7, 2026
October 7, 2026	November 4, 2026
November 4, 2026	December 2, 2026

\*A second Planning Commission may be held on the third Wednesday of the month if necessary.

Incomplete applications **WILL NOT** be accepted and scheduled for a Planning Commission meeting. Complete applications must meet **ALL** of the requirements on the applications checklist unless otherwise noted by City Staff.

All applications for *new development* shall be reviewed in a Development Review Meeting prior to any application being submitted and scheduled for a Planning Commission meeting. Please contact the Planning Division at 801-525-2780 or email to [planning@clearfieldcity.org](mailto:planning@clearfieldcity.org) to schedule a time during the next Development Review Meeting.