



CLEARFIELD CITY COUNCIL  
AGENDA AND SUMMARY REPORT  
March 10, 2026 - WORK MEETING

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

55 South State Street  
Third Floor  
Clearfield, Utah

**6:00 P.M. WORK MEETING**

Discussion on the Interlocal Agreement with Davis County for Prop 1 Funding for the Canal Trail Shared Use Path

Discussion on the Interlocal Agreement with Davis County for Prop 1 Funding for the Depot Street Bike Lanes and Shared use Path

Discussion of the Zoning Map Amendment Request to Rezone the Front Portion (approximately 0.5 acres) of the Property Located at 260 West 1700 South from R-3 (Residential) to C-2 (Commercial)

Discussion of the Zoning Map Amendment Request to Rezone the Properties Located at 240 East 1700 South from C-2 (Commercial) and A-1 (Agricultural) to C-2 (Commercial), R-3 (Residential), and R-1-6 (Residential), to Allow for a Mixed-use Development

Discussion on Garage Dimension Requirements at the Wilcox Farms Subdivision.

Discussion on Retail in Clearfield 2.0

Department Updates

*(Any item not fully addressed prior to the Policy Meeting will be addressed in a Work Meeting immediately following the Policy Meeting)*

**\*\*ADJOURN THE CITY COUNCIL WORK MEETING\*\***

Posted March 5, 2026.

/s/Chersty Titensor, Deputy City Recorder

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

The complete public notice is posted on the Utah Public Notice Website - [www.utah.gov/pmn/](http://www.utah.gov/pmn/), the Clearfield City Website – [ClearfieldCityUT.gov](http://ClearfieldCityUT.gov), and at Clearfield City Hall, 55 South State Street, Clearfield, UT 84015. To request a copy of the public notice or for additional inquiries please contact Nancy R. Dean at Clearfield City, [nancy.dean@clearfieldcityut.gov](mailto:nancy.dean@clearfieldcityut.gov) & 801-525-2714

**TO:** Mayor Shepherd and City Council Members

**FROM:** Braden Felix, Assistant Public Works Director

**MEETING DATE:** March 10, 2026

**SUBJECT:** Interlocal agreement with Davis County for Prop 1 funding for the Canal Trail Shared Use Path

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**RECOMMENDED ACTION**

Approve the interlocal agreement with Davis County

**DESCRIPTION / BACKGROUND**

The county has awarded the city with \$363,000 in Prop 1 funding to help build the Canal Trail from 200 South to 300 North. The project was estimated to cost about \$400,000 two years ago. The trail will connect existing portions of the Canal Trail on property owned by the Davis Weber Counties Canal Company. The plans are 90% complete and are waiting for final approval before being advertised. Staff has the money for the trail programmed into their budget for this year, so construction can begin soon.

**CORRESPONDING POLICY PRIORITIES**

- Improving Clearfield's Image, Livability, and Economy
- Providing Quality Municipal Services

This trail connection will encourage more use and provide more non-vehicular travel options. Currently, the northern and southern trail portions are "connected" using signed paths on the neighborhood street. This connection will allow us to remove that pathway.

**HEDGEHOG SCORE**

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**FISCAL IMPACT**

\$363,000 is reimbursement to the city from Davis County. The project is estimated to cost about \$400,000.



**ALTERNATIVES**

Reject the agreement and not building the project.

**SCHEDULE / TIME CONSTRAINTS**

Spring 2026

**LIST OF ATTACHMENTS**

- Interlocal Cooperation Agreement for Highways or Public Transit Project Reimbursement

**INTERLOCAL COOPERATION AGREEMENT FOR HIGHWAYS**  
**OR PUBLIC TRANSIT PROJECT REIMBURSEMENT**  
**(Fourth .25% County Option Sales and Use Tax for Highways or Public Transit)**

This Interlocal Cooperation Agreement for Highways or Public Transit Project Reimbursement (this “Agreement”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the “County”), and Clearfield City a municipal corporation of the State of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” in this Agreement or may be solely referred to as a “Party” in this Agreement.

WHEREAS, the Parties are authorized to enter into in this Agreement, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13 of the Utah Code (the “Act”); and

WHEREAS, Utah Code Section 59-12-2219 (“Section 59-12-2219”) provides the Davis County Legislative Body with an opportunity to expend revenue generated from local option sales and use tax for the purposes set forth in Utah Code Section 59-12-2212.2 (“Section 59-12-2212.2”); and

WHEREAS, the City desires to commence and complete a project that satisfies the provisions of Section 59-12-2212.2 and the provisions of this Agreement, including, but not limited to, the Highways or Public Transit Proposal attached to this Agreement as Attachment 1 and incorporated into this Agreement by this reference (the “Project”); and

WHEREAS, the City desires to be reimbursed, in part, by the County for expenses incurred to complete the Project pursuant to the provisions of this Agreement; and

WHEREAS, the County desires to partially reimburse the City for the permitted or authorized costs and expenses incurred by the City in connection with the Project pursuant to the provisions of this Agreement.

The Parties therefore agree as follows:

- 1. Purpose.** The purpose of this Agreement is to memorialize an agreement between the Parties for the commencement and completion of the Project, which satisfies the provisions of Section 59-12-2212.2 as well as the provisions of this Agreement.
- 2. The City’s Duties, Obligations, or Responsibilities.**
  - 2.1. The City shall commence and complete all material aspects of the Project on or before June 30, 2029.
  - 2.2. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project.
  - 2.3. The City shall be solely responsible for operating and maintaining the Project, including, but not limited to, all costs, expenses, or otherwise related to the operation or maintenance of the Project.
  - 2.4. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.
- 3. The County’s Duties, Obligations, or Responsibilities.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project not to exceed \$363,000.00 only upon all of the following being satisfied by the City:
  - 3.1. The City commences and completes the full scope of the Project on or before June 30, 2029; and
  - 3.2. The City notifies the County of its completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.
- 4. Progress Payments Authorized.** The City may provide reimbursement requests to the County, no more frequently than quarterly, for authorized costs paid by the City for the Project. After confirming that the costs

provided in a reimbursement request are authorized for reimbursement, the County shall reimburse the City in an amount equal to 90% of the authorized costs sought through a reimbursement request. The tender or receipt of progress payments under this section shall not relieve the City of its obligations under this Agreement. The County shall reimburse the City for the remaining 10% of the authorized costs sought through the City's reimbursement requests in an amount up to 80% of the total authorized costs of the Project, not to exceed \$363,000.00, only if the City timely and completely satisfies its obligations under Sections 2 and 3 of this Agreement.

5. **Effective Date of this Agreement.** The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").
6. **Term of Agreement.** The term of this Agreement shall begin upon the Effective Date of this Agreement and shall terminate five years from the Effective Date of this Agreement (the "Term"), subject to the termination and other provisions set forth in this Agreement.
7. **Termination of Agreement.** This Agreement may be terminated prior to the completion of the Term by any of the following actions:
  - 7.1. The mutual written agreement of the Parties;
  - 7.2. By either Party:
    - 7.2.1. After any material breach of this Agreement, subject to Subsection 7.2.2. of this Agreement; and
    - 7.2.2. Thirty calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
  - 7.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, or regulation.
8. **Indemnification; Hold Harmless.** The City shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to a material breach of this Agreement or the negligent, reckless, or willful acts or omissions of the City or the City's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Agreement. The rights and obligations of the Parties set forth in this section will survive the termination of this Agreement.
9. **Notices.** All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address(es) as may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

<u>To the City:</u> Clearfield City City Manager 55 South State Street Clearfield, UT 84015	<u>To the County:</u> Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025	<u>With a Copy to:</u> Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025
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- 10. Damages.** The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.
- 11. Governmental Immunity.** The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Title 63G, Chapter 7 of the Utah Code (the "Immunity Act"), and nothing in this Agreement is intended to waive or modify any and all rights, defenses or provisions provided in the Immunity Act. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Immunity Act.
- 12. Approval.** This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law pursuant to Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party pursuant to Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Act.
- 13. Interlocal Agreement Provisions.** This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions, and, to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.
- 14. Assignment Restricted.** This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.
- 15. Waiver.** A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.
- 16. Entire Agreement.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the Parties with respect to the subject matter in this Agreement.
- 17. Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Agreement, any attachments to this Agreement, and any other documents referenced in this Agreement or incorporated into this Agreement by reference: 1) this Agreement; 2) any attachments to this Agreement; and 3) any other documents referenced in this Agreement or incorporated into this Agreement by reference.
- 18. Amendment.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.

**19. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.

**20. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

**21. Counterparts.** This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

The Parties have signed this Agreement on the dates set forth below.

<p>DAVIS COUNTY</p> <hr/> <p>John Crofts, Chair          Davis County Board of Commissioners          Dated: _____</p> <p>ATTEST:</p> <hr/> <p>Brian McKenzie          Davis County Clerk          Dated: _____</p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE          WITH APPLICABLE LAW:</p> <hr/> <p>Davis County Attorney's Office</p>	<p>CLEARFIELD CITY</p> <hr/> <p>Print Name: _____          Print Title: _____          Dated: _____</p> <p>ATTEST:</p> <hr/> <p>Print Name: _____          Title: _____          Dated: _____</p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE          WITH APPLICABLE LAW:</p> <hr/> <p>Clearfield City Attorney</p>
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# **Attachment 1**

(Highways or Public Transit Proposal, 4 Pages)

# Highways or Public Transit Proposal

Submitted by: JJ Allen, Clearfield City

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jj.allen@clearfieldcityut.gov 801-525-2788

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Project Title: Canal Trail

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Project Location: Clearfield City, Approx. 750 E/200 S to 300 E/300 N

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Facility Length: .65 mi

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Jurisdiction:  State Owned  Locally Owned  Multiple (*please list*)

Easements acquired from Davis/Weber Canal Co

Project Description: (*attach plans, maps, illustrations and/or other supporting documents*)

This project is to complete a section of an existing trail along the Davis Weber Canal in Clearfield City, from 200 South to 300 North. Typical section includes a 10 foot shared use path and a shoulder / shy zone of 2 feet wide.

Total Estimated Project Cost: \$ 452,650  
(*attach detailed estimate*)

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Local Funds Committed: \$ 90,500

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3rd Party Funds Committed: \$

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In Kind Donations: \$  
(*dollar value*)

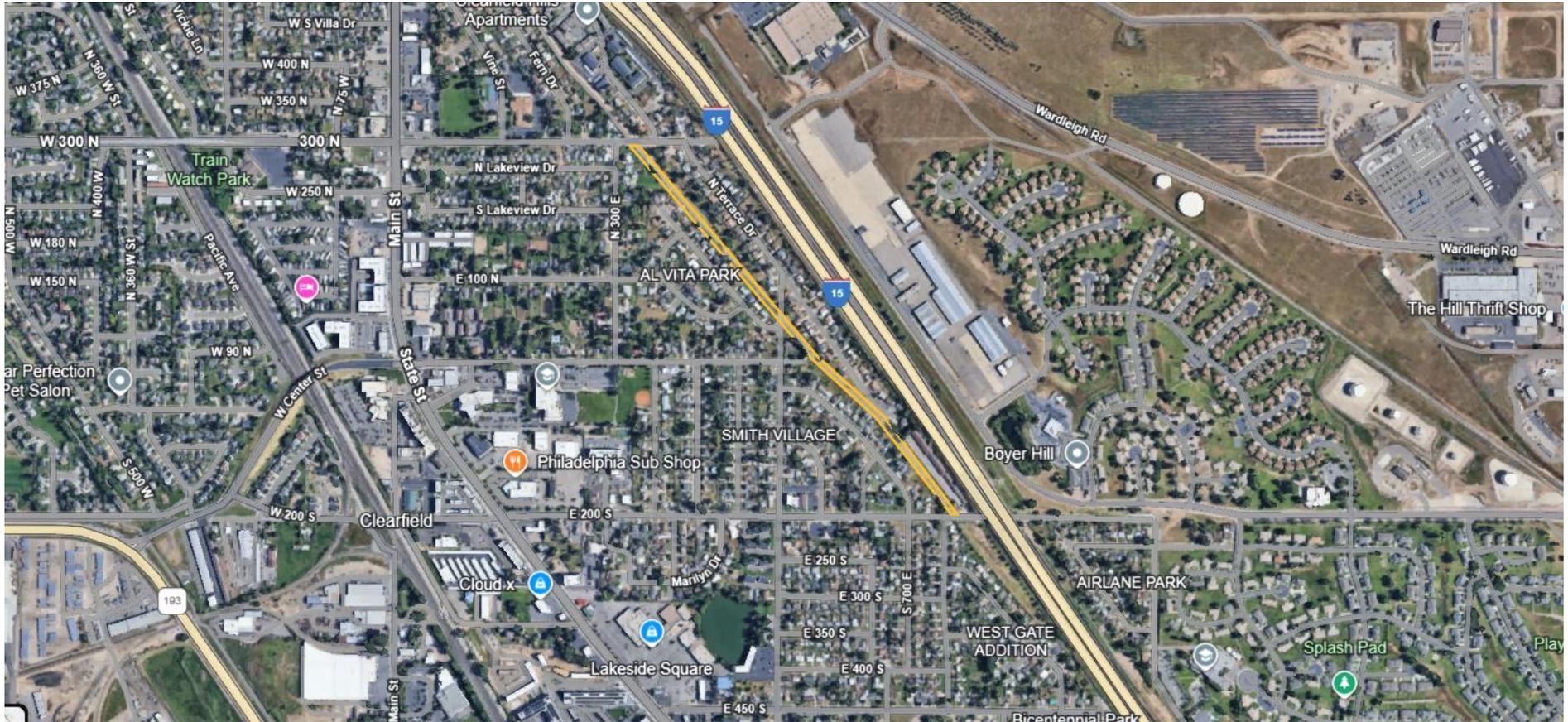
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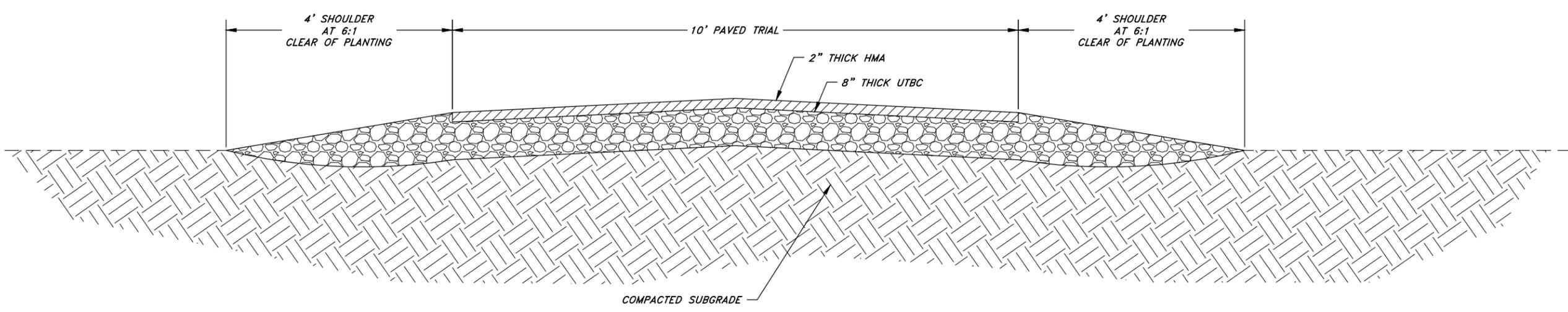
Other Contributions: \$

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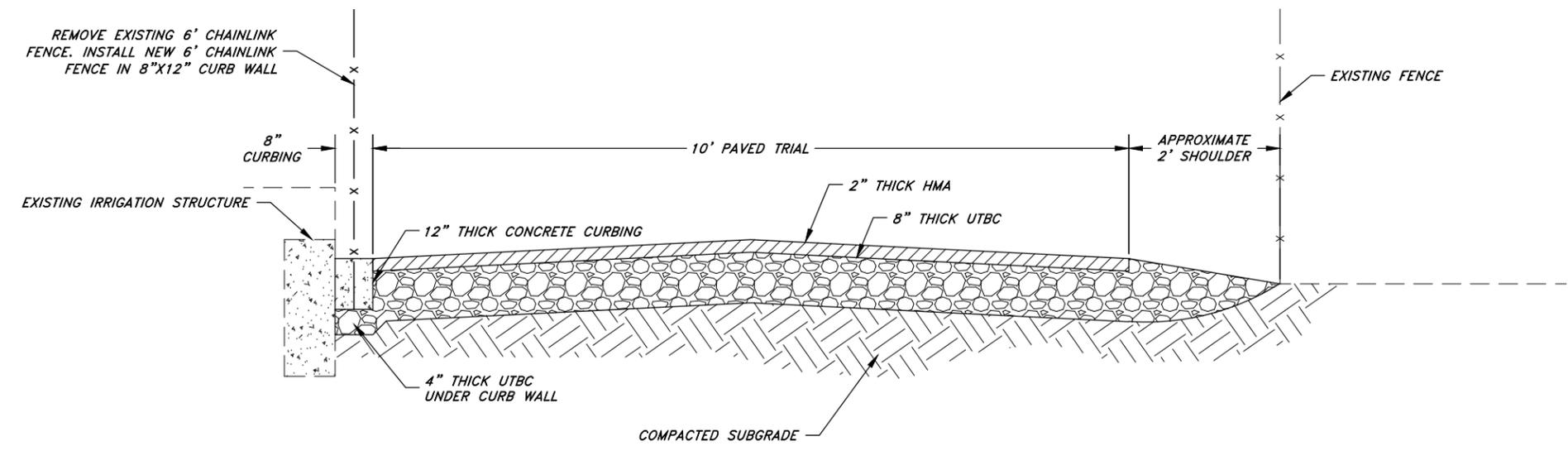
Davis County Funding Request: \$ 363,000

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**PAVED TRAIL DETAIL**



**PAVED TRAIL ADJACENT TO IRRIGATION STRUCTURE DETAIL**

REV.	DATE	APPR.

SCALE:	BKJ DESIGNED	TIME	BKJ DRAWN	BKJ CHECKED
24" x 36"				
H:1 = 30'				
11" x 17"				
H:1 = 60'				

# Canal Trail - 300 North to 200 South

Description: 10' wide asphalt trail (3,400 approx. length) w/ three street crossings. Represents typical city project design, bidding, & construction.

Date: 7/3/2024

## Cost Estimate

Location:  
300 North to 200 South



Item	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	ls	\$20,000.00	\$20,000.00
2	Traffic Control	1	ls	\$10,000.00	\$10,000.00
3	SWPPP	1	ls	\$3,000.00	\$3,000.00
4	Saw Cut Asphalt	230	lf	\$3.50	\$805.00
5	Remove existing asphalt	30	sy	\$30.00	\$900.00
6	Remove existing concrete flatwork	100	sf	\$25.00	\$2,500.00
7	Remove existing curb and gutter	230	lf	\$20.00	\$4,600.00
8	Remove fencing / gates	120	lf	\$12.00	\$1,440.00
9	Clear and Grub	6,750	sy	\$2.50	\$16,875.00
10	New Curb and Gutter	250	lf	\$40.00	\$10,000.00
11	New 6" thick concrete flatwork (Sidewalk, Drive approach, Driveway, and ADA Ramps)	1,300	sf	\$25.00	\$32,500.00
12	New UTBC	2,850	ton	\$36.00	\$102,600.00
13	New Asphalt	500	ton	\$140.00	\$70,000.00
14	Landscape restoration	200	sf	\$12.00	\$2,400.00
15	4" Striping (painted length)	850	lf	\$2.00	\$1,700.00
16	Crosswalk Striping (per bar)	30	ea	\$200.00	\$6,000.00
17	New Pedestian Crossing Warning Sign (Solar)	6	ea	\$4,000.00	\$24,000.00
18	New Streetlight (Cobra Head, no pole)	1	ea	\$5,000.00	\$5,000.00
19	New Barrier Gate	12	ea	\$2,000.00	\$24,000.00
<b>SUBTOTAL =</b>					<b>\$338,320.00</b>
<b>5%± Engineering =</b>					<b>\$16,916.00</b>
<b>3%± Project Management Assistance =</b>					<b>\$10,149.60</b>
<b>10%± Contingency =</b>					<b>\$33,832.00</b>
<b>TOTAL =</b>					<b>\$399,217.60</b>

**TO:** Mayor Shepherd and City Council Members

**FROM:** Braden Felix, Assistant Public Works Director

**MEETING DATE:** March 10, 2026

**SUBJECT:** Interlocal Agreement with Davis County for Prop 1 funding for the Depot Street Bike Lanes and Shared use Path

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**RECOMMENDED ACTION**

Approve and enter the interlocal agreement with the County.

**DESCRIPTION / BACKGROUND**

The county has award the city with \$219,000 as reimbursement for the construction of the Depot Street bike lanes and shared use path using their Prop 1 funding source. The project is identified in the North Davis Active Transportation Implementation Plan. With the UTA Double Tracks project under design, the city is working with UDOT/UTA to have the shared use path included with the project as a betterment that the city will pay for. Latest estimates from UDOT suggest the trail will cost about \$380,000, but staff is working to bring that cost down.

**CORRESPONDING POLICY PRIORITIES**

- Improving Clearfield's Image, Livability, and Economy
- Providing Quality Municipal Services

We are improving the non-vehicular facilities to provide safe pathways. The hope in building more of these facilities is the reduction of vehicular traffic.

**HEDGEHOG SCORE**

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**FISCAL IMPACT**

The agreement provides \$219,000 to the city. The trail betterment is estimated to be about \$380,000.



**ALTERNATIVES**

Decline the agreement and forego the construction of a trail or the bike lanes.

**SCHEDULE / TIME CONSTRAINTS**

Construction is estimated for 2027

**LIST OF ATTACHMENTS**

- Interlocal Cooperation Agreement for Highways or Public Transit Project Reimbursement

**INTERLOCAL COOPERATION AGREEMENT FOR HIGHWAYS**  
**OR PUBLIC TRANSIT PROJECT REIMBURSEMENT**  
**(Fourth .25% County Option Sales and Use Tax for Highways or Public Transit)**

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WHEREAS, the City desires to commence and complete a project that satisfies the provisions of Section 59-12-2212.2 and the provisions of this Agreement, including, but not limited to, the Highways or Public Transit Proposal attached to this Agreement as Attachment 1 and incorporated into this Agreement by this reference (the “Project”); and

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- 3. The County’s Duties, Obligations, or Responsibilities.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project not to exceed \$219,000.00 only upon all of the following being satisfied by the City:
  - 3.1. The City commences and completes the full scope of the Project on or before June 30, 2029; and
  - 3.2. The City notifies the County of its completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.
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provided in a reimbursement request are authorized for reimbursement, the County shall reimburse the City in an amount equal to 90% of the authorized costs sought through a reimbursement request. The tender or receipt of progress payments under this section shall not relieve the City of its obligations under this Agreement. The County shall reimburse the City for the remaining 10% of the authorized costs sought through the City's reimbursement requests in an amount up to 80% of the total authorized costs of the Project, not to exceed \$219,000.00, only if the City timely and completely satisfies its obligations under Sections 2 and 3 of this Agreement.

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    - 7.2.2. Thirty calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
  - 7.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, or regulation.
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<u>To the City:</u> Clearfield City City Manager 55 South State Street Clearfield, UT 84015	<u>To the County:</u> Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025	<u>With a Copy to:</u> Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025
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- 14. Assignment Restricted.** This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.
- 15. Waiver.** A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.
- 16. Entire Agreement.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the Parties with respect to the subject matter in this Agreement.
- 17. Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Agreement, any attachments to this Agreement, and any other documents referenced in this Agreement or incorporated into this Agreement by reference: 1) this Agreement; 2) any attachments to this Agreement; and 3) any other documents referenced in this Agreement or incorporated into this Agreement by reference.
- 18. Amendment.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.

**19. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.

**20. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

**21. Counterparts.** This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

The Parties have signed this Agreement on the dates set forth below.

<p>DAVIS COUNTY</p> <hr/> <p>John Crofts, Chair          Davis County Board of Commissioners          Dated: _____</p> <p>ATTEST:</p> <hr/> <p>Brian McKenzie          Davis County Clerk          Dated: _____</p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE          WITH APPLICABLE LAW:</p> <hr/> <p>Davis County Attorney's Office</p>	<p>CLEARFIELD CITY</p> <hr/> <p>Print Name: _____          Print Title: _____          Dated: _____</p> <p>ATTEST:</p> <hr/> <p>Print Name: _____          Title: _____          Dated: _____</p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE          WITH APPLICABLE LAW:</p> <hr/> <p>Clearfield City Attorney</p>
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# **Attachment 1**

(Highways or Public Transit Proposal, 3 Pages)

# Highways or Public Transit Proposal

Submitted by: JJ Allen, Clearfield City

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jj.allen@clearfieldcityut.gov 801-525-2788

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Project Title: Depot Street shared use path & bike lanes

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Project Location: Clearfield, Depot St between State St and 1100 S

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Facility Length:

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Jurisdiction:  State Owned  Locally Owned  Multiple (*please list*)

Agreements in place to construct trail on portions owned by UTA

Project Description: (*attach plans, maps, illustrations and/or other supporting documents*)

Install a 10' shared use path paved with asphalt and with striping down the middle for a 0.2 mile section. Install bike lane striping for 0.7 miles of bike lanes north and south of the shared use path creating one continuous path from State Street to 1100 south. Typical section for shared use path is 10 feet of asphalt and a 2 foot wide shoulder / shy zone. Typical bike lane is 6 feet preferred, 5 feet minimum. Adjacent to curb and gutter 4 foot minimum or 4 feet more than the gutter pan width. 6" stripe line.

Total Estimated Project Cost: \$ 273,000  
(*attach detailed estimate*)

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Local Funds Committed: \$ 54,000

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3rd Party Funds Committed: \$

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In Kind Donations: \$  
(*dollar value*)

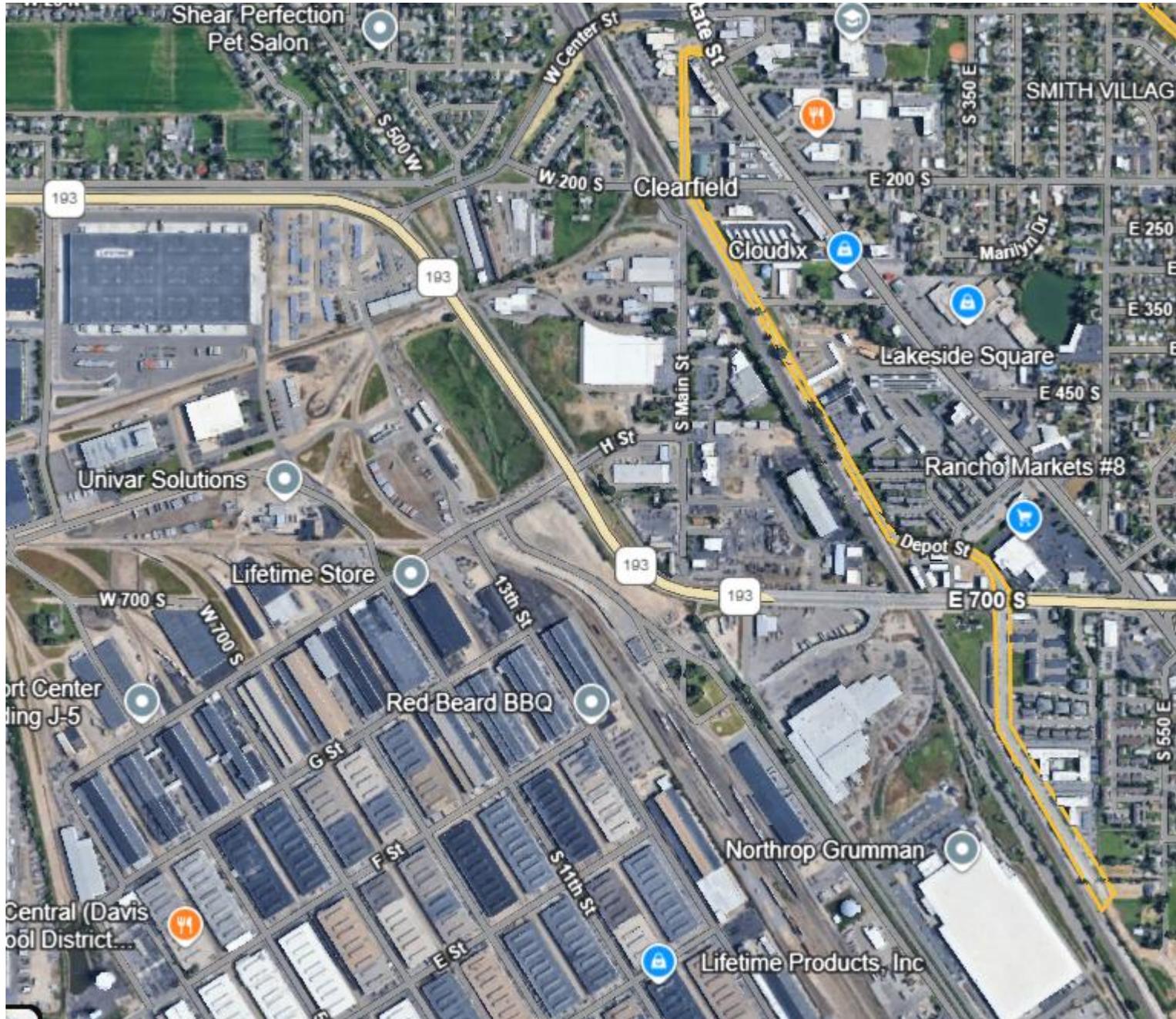
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Other Contributions: \$

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Davis County Funding Request: \$ 219,000

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**Depot Street - Bike Lanes**

*Striping of Depot Street to add dedicated bike lanes*

Date: August 31, 2023

**Concept Cost Estimate**

**Location:**  
 Depot Street  
 (State St. to 1100 South)



Item	Description	Qty	Unit	Unit Price	Total
1	Remove Existing 4" Striping	900	lf	\$3.00	\$2,700.00
2	Remove Existing 24" Striping	80	lf	\$15.00	\$1,200.00
3	Remove Traffic Pavement Marking		ea	\$75.00	\$0.00
4	New 4" Traffic Striping (Solid Line)	26,900	lf	\$0.30	\$8,070.00
5	New 4" Traffic Striping (Skip Line)		lf	\$0.30	\$0.00
6	New 4" Traffic Striping (Broken Line)		lf	\$0.22	\$0.00
7	New 12" Traffic Striping (Solid Line)	60	lf	\$3.00	\$180.00
8	New 24" Traffic Striping (Solid Line)		lf	\$5.00	\$0.00
9	New Red Curb	12,400	lf	\$4.00	\$49,600.00
10	New Traffic Pavement Marking	30	ea	\$50.00	\$1,500.00
				<b>SUBTOTAL =</b>	<b>\$63,250.00</b>
				<b>15%± Contingency =</b>	<b>\$9,487.50</b>
				<b>TOTAL =</b>	<b>\$72,737.50</b>

**TO:** Mayor Shepherd and City Council Members

**FROM:** Tyson Stoddard, Planner

**MEETING DATE:** March 10, 2026

**SUBJECT:** A zoning map amendment request by Colin Brown to rezone the front portion (approximately 0.5 acres) of the subject property from R-3 (Residential) to C-2 (Commercial). Location: 260 West 1700 South (TIN:12-065-0156). Parcel Area: 1.882 Acres. (Legislative Matter)

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**RECOMMENDED ACTION**

Discuss the rezone request for the subject property.

**DESCRIPTION / BACKGROUND**

The subject property is zoned R-3 (Residential) and currently has two (2) multifamily structures and a commercial storage facility on the property. Based upon staff research, multifamily buildings were constructed in 1945. Approximately forty (40) years later, the commercial storage facility was built on the front of the property along Antelope Drive. The purpose of this rezone request is to aid in the future subdivision and redevelopment of the front portion of the site with a new commercial use that would replace the existing commercial storage facility. The rear portion of the site with the multifamily buildings would remain with the zoning designation of R-3.

**Public Comment**

Mailed notices and the public hearing notice legal ad went out the week of February 16, 2026. Public Hearing Notice signs were placed in front of the property the week of February 23, 2025. No public comments were made during the public hearing with the Planning Commission on March 4, 2026.

**Zoning Map Amendment Analysis**

As outlined in Section 11-6-3 of the Clearfield City Land Use Ordinance, the Planning Commission shall review the petition to change the land use title or zoning map and provide a recommendation to the City Council. The Planning Commission may recommend adoption of the proposed amendment when it finds that the proposed amendment is in accordance with one of the two considerations listed in the table below.

Review Consideration	Staff Analysis
<i>The proposed amendment is in accordance with the General Plan and Map; or</i>	The requested amendment is consistent with the goals of the General Plan and Map, as the C-2 Zone is one of the appropriate zones for current and future commercial activities.
<i>Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.</i>	The C-2 Zone is conducive to redevelopment of the site with a new commercial use, and the request provides an opportunity to better align the zoning of the subject property with the General Plan future land use designation of “General Commercial”.

**General Plan Analysis**

The Clearfield City General Plan outlines the overall community vision and provides land use guidelines located in Chapter 6 - Land Use & City Form, which help provide a visual understanding of where and how growth, development, and change should—or should not—be accommodated over the next 10 to 20 years.

The future land use designation of the subject property as shown on the General Plan Future Land Use Map is “General Commercial”. This category is primarily for current or future commercial activities, including office, entertainment, retail, and restaurant uses. Residential may be considered but in the context of mixed-use with commercial, but cannot be considered without a commercial component.

The Zones that correspond to the “General Commercial” land use designation are the Commercial Zones (C-1 & C-2), the Downtown Redevelopment Zone (DR), and the Gateway Corridor Commerce Zone (CC).

Based on the review and analysis of the General Plan, staff finds that the C-2 Zone is appropriate for the subject property and consistent with the goals and objectives of the General Plan.

**Findings and Conclusion**

Based on the analysis of this request and the Clearfield City General Plan, the Planning Commission recommended APPROVAL to the Clearfield City Council for the proposed zoning map amendment. This recommendation was based on the analysis of the staff report and the following findings:

1. The proposed zoning map amendment is consistent with the “General Commercial” future land use designation as shown in the Clearfield City General Plan Future Land Use Map.

- 
2. A rezone to C-2 (Commercial) will be conducive to redevelopment of the front portion of the site with a new commercial use in accordance with the permitted and conditional uses of the C-2 Zone.

**CORRESPONDING POLICY PRIORITIES**

- Improving Clearfield's Image, Livability, and Economy

**HEDGEHOG SCORE**

Not considered

**FISCAL IMPACT**

Minimal.

**ALTERNATIVES**

The City Council will have the following decision options following the public hearing in the Policy Session scheduled for March 24, 2026.

1. Approve the zoning map amendment request by Colin Brown to rezone the front portion (approximately 0.5 acres) of the subject property to the C-2 Zone (Commercial).
2. Deny the zoning map amendment request by Colin Brown to rezone the front portion (approximately 0.5 acres) of the subject property to the C-2 Zone (Commercial).
3. Table the zoning map amendment request to a specific meeting date to request additional information to consider the request.

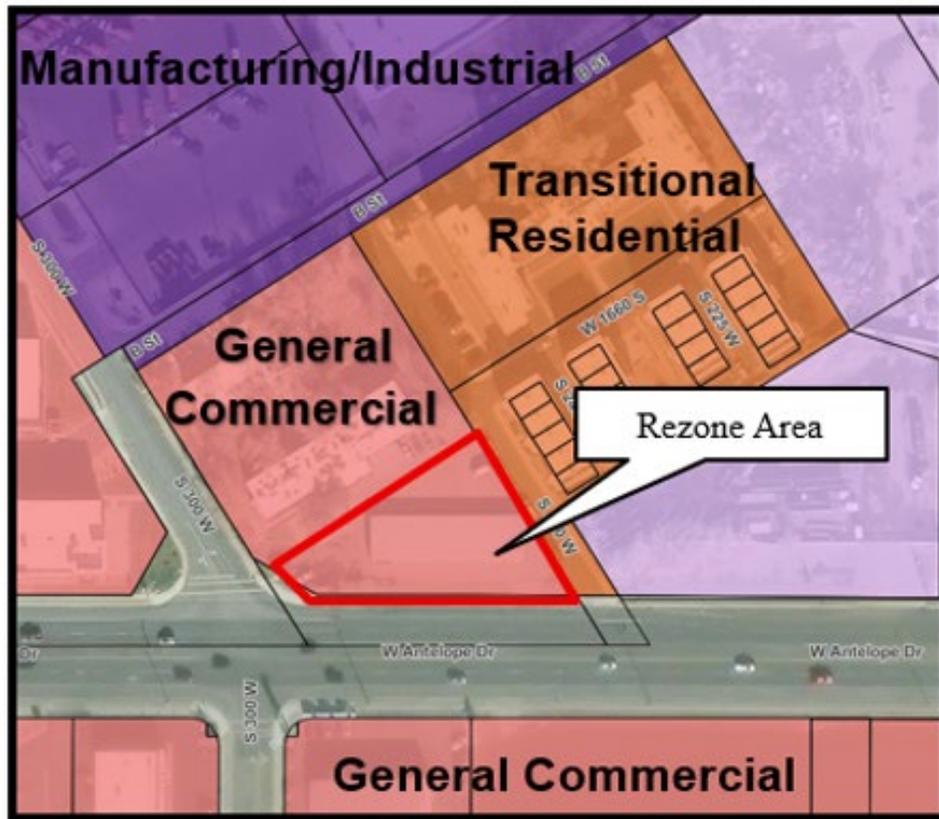
**SCHEDULE / TIME CONSTRAINTS**

City Council Work Session: March 10, 2026, City Council Public Hearing & Policy Session: March 24, 2026

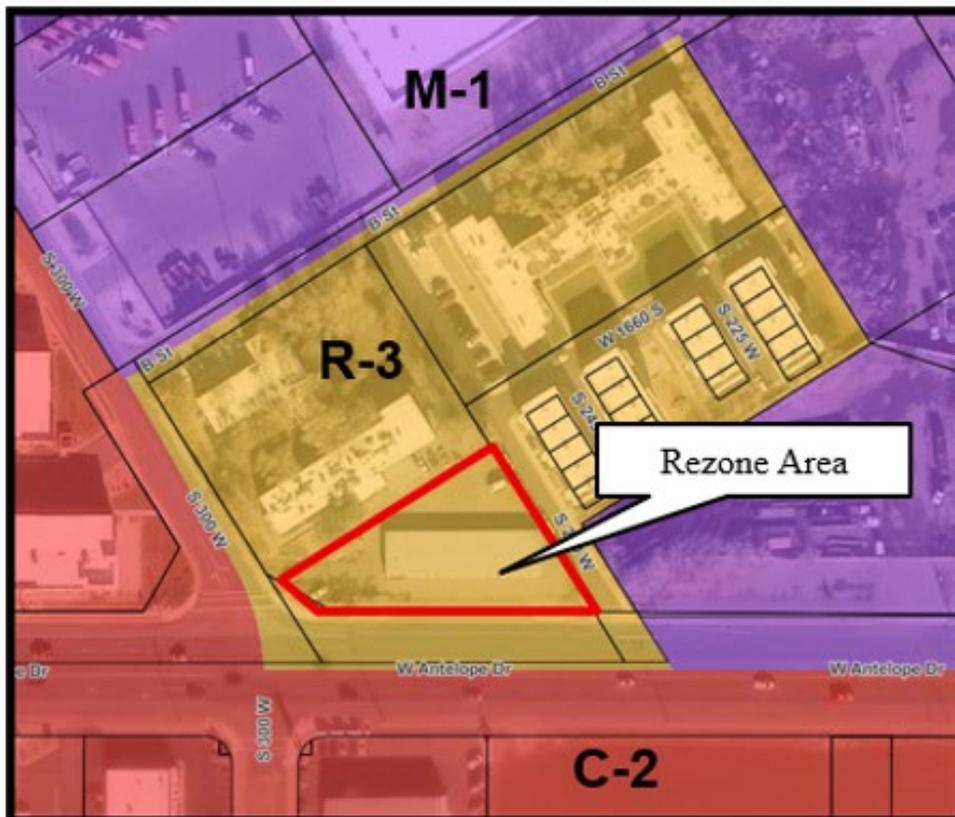
**LIST OF ATTACHMENTS**

- 260 West 1700 South – General Plan Map
- 260 West 1700 South – Zoning Map

### 260 WEST 1700 SOUTH – GENERAL PLAN MAP



### 260 WEST 1700 SOUTH – ZONING MAP





# STAFF REPORT

**TO:** Mayor Shepherd and City Council Members

**FROM:** Tyson Stoddard, Planner

**MEETING DATE:** March 10, 2026

**SUBJECT:** A zoning map amendment request by Taylor Moore with Rodeo Development to rezone the subject properties from C-2 (Commercial) and A-1 (Agricultural) to C-2 (Commercial), R-3 (Residential), and R-1-6 (Residential), to allow for a mixed-use development including commercial, townhome, and single-family uses. Location: 240 East 1700 South (TINs: 12-073-0133 & 12-073-0109). Parcel Area: 2.67 Acres. (Legislative Matter)

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## **RECOMMENDED ACTION**

Discuss the rezone requests for the subject properties.

## **DESCRIPTION / BACKGROUND**

### **Project Summary**

<b>Project Information</b>	
Project Name	Chelemes Row Rezone to C-2, R-3, & R-1-6
Site Location	240 East 1700 South
Parcel ID	12-073-0133 & 12-073-0109
Applicant	Taylor Moore with Rodeo Development
Property Owner	Chelemes Enterprises LLC
Proposed Actions	Rezone
Current Zoning	C-2 (Commercial) & A-1 (Agricultural)
Parcel Area	2.67 Acres

The rezone request includes two separate parcels that front Antelope Drive. The west parcel is approximately one acre in size and is currently zoned C-2 (Commercial). The east parcel is a flag shaped parcel of approximately 1.6 acres that is zoned A-1 (Agricultural). The flag portion of the A-1 parcel is directly to the rear of the C-2 parcel.

Based upon the applicant request and proposed zoning exhibit, approximately 0.99 acres along the Antelope Drive frontage would remain with a zoning designation of C-2. The staff portion of the flag



shaped parcel would be rezoned from A-1 to C-2 going back from the frontage of the property to a depth of approximately 240 feet.

Behind the proposed C-2 area would be approximately 1.13 acres that would be rezoned to R-3 (Residential). A concept provided with the application plans for eighteen townhomes within the proposed R-3 Zone. The density of the townhome portion is approximately 16 units per acre, which is the maximum allowable density of the R-3 Zone.

Lastly, the applicant is proposing that approximately 0.45 acres at the far south end of the subject parcels be rezoned to R-1-6, a single-family zone that requires minimum lot sizes of 6,000 square feet. The concept shows a public street (60' right of way) stubbed on both the west and east property line and two single family lots fronting the south side of the public street. The public street is provided in accordance with the Clearfield City Transportation Master Plan, which is planning for improved street connectivity with the continuation of 1800 South east to Chelemes Way. It should be noted that the full continuation of 1800 South between South Main and Chelemes Way is not anticipated at this time, but may be considered with any future development of the agricultural properties to the east of the subject parcels.

Access to the site would be provided from Antelope Drive, with a private street provided along the east side of the property and shared private drives providing access to the townhomes.

### **Development Agreement**

The applicant has expressed a willingness to enter into a development agreement to allow for various items to be addressed such development timelines, owner occupancy requirements, and architectural design standards for the townhomes. Section 11-9E-13(E) of the R-3 Zone development standards states that, "A development agreement may be required for all new development in the R-3 (Residential) Zone." If a development agreement is required, "all applications for a rezone, preliminary plat, or site plan approval shall be conditioned upon final approval of the development agreement by the city council." The development standards of the C-2 Zone and R-1-6 Zone also state that "a development agreement may be required for all new development". With this mixed-use rezone request to multiple zones, staff recommends that a development agreement be required as part of the approval of the rezone. As included in other development agreements, this agreement should limit the multi-family residential use to townhomes as proposed by the applicant. Other aspects of the development agreement may address site design, homeownership, etc.

### **Public Comment**

Mailed notices and the public hearing notice legal ad went out the week of February 16, 2026. Public Hearing Notice signs were placed in front of the property the week of February 23, 2026. Two residents made public comment at the Planning Commission public hearing on March 4, 2026. One

spoke in favor of the rezone in general terms. The other resident lives directly behind the subject properties and had questions about the timing and approval process and when the project would potentially be built. This resident also indicated a preference for the R-1-6 (Single-Family) zoning directly adjacent to their lot, as opposed to R-3 (Residential) or C-2 (Commercial).

**Zoning Map Amendment Analysis**

As outlined in Section 11-6-3 of the Clearfield City Land Use Ordinance, the Planning Commission shall review the petition to change the land use title or zoning map and provide a recommendation to the City Council. The Planning Commission may recommend adoption of the proposed amendment when it finds that the proposed amendment is in accordance with one of the two considerations listed in the table below.

Review Consideration	Staff Analysis
<p><i>The proposed amendment is in accordance with the General Plan and Map; or</i></p>	<p>The future land use designation in the General Plan for the subject properties is “General Commercial”. This designation is primarily for commercial activities such as office, retail, entertainment, and restaurant uses. A mix of commercial and medium density residential uses may be allowed, but residential cannot be developed without a commercial component.</p> <p>In evaluating the proposed rezone with the future land use designation description, the project can be supported by the General Plan. However, a key question to thoughtfully assess is whether the proposed rezone aligns with the commercial vision of the Antelope Drive corridor. Given that the “General Commercial” designation is envisioned primarily for commercial activities, is the proposed C-2 area a sufficient depth to meet the city’s vision for commercial development along this section of the corridor? As a legislative matter, the Planning Commission and City Council are able to consider whether the proposal advances or undermines the commercial vision for the Antelope Drive Corridor. Attached to the staff report is a zoning exhibit of Antelope to aid in evaluating both existing commercial uses and currently zoned C-2 Commercial Properties.</p>



	In relation to the residential aspect of the rezone request, Clearfield desires to have a variety of quality housing
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	<p>options to serve its growing and diverse population. The Moderate-Income Housing Element of the General Plan includes multiple strategies that support this type of land use change to residential. Strategy A states that the city will, “rezone for densities necessary to facilitate the production of moderate-income housing. Strategy F states that the city will, “zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.” Antelope Drive is a major transit corridor in the city and includes primarily commercial uses with the exception of some residential.</p>
<p><i>Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.</i></p>	<p>Housing supply and affordability continue to be major concerns for communities in the Wasatch Front region, and the demand for residential land to develop remains high. For these reasons, the applicant and property owner are requesting a rezone to allow for commercial space along Antelope Drive and residential to the rear in accordance with current market demands and pressures. Additionally, with the requirements of state code to provide moderate income housing through the implementation of the city’s moderate income housing plans, changing the land use of the rear portion of this property to residential would be supported by the moderate-income housing element of the general plan. It would also aid in the annual reporting to the state regarding Clearfield’s implementation of moderate income housing strategies.</p>

**General Plan Analysis**

The Clearfield City General Plan outlines the overall community vision and provides land use guidelines located in Chapter 6 - Land Use & City Form, which help provide a visual understanding of where and how growth, development, and change should—or should not—be accommodated over the next 10 to 20 years.

The future land use designation of the subject property as shown on the General Plan Future Land Use Map is “General Commercial”. This category is primarily for current or future commercial activities, including office, entertainment, retail, and restaurant uses. Horizontal mixed-use with



residential behind the commercial may be considered, but may not be developed without a commercial component.

The Zones that correspond to the “General Commercial” land use designation are the Commercial Zones (C-1 & C-2), the Downtown Redevelopment Zone (DR), and the Gateway Corridor Commerce Zone (CC). For any residential zoning as part of a horizontal mixed-use development, the adopted residential zone that corresponds to the proposed residential housing type would be the most suitable.

Based on the review and analysis of the General Plan, staff finds that the proposed zoning with commercial along Antelope Drive and a mix of residential zoning to the rear is by and large supported by the General Plan. As mentioned in the above table, a key consideration for the Planning Commission and City Council to consider is whether the proposal provides sufficient commercial zoning to accomplish the city’s vision for commercial uses along the corridor.

**Transportation Master Plan Analysis (TMP)**

The TMP advises that new development should be designed and approved with connectivity in mind. Figure 35 of the TMP depicts proposed roadway connections that would connect stub roads to the existing network and maximize connectivity going forward. The TMP recognizes the continuation of 1800 South east through the subject properties to Chelemes Way as a roadway connection opportunity. The classification of 1800 South is “Local Residential”, which has a typical right of way width of 60’ including 32’ of asphalt, park strips, and sidewalks.

**CORRESPONDING POLICY PRIORITIES**

- Improving Clearfield's Image, Livability, and Economy

The proposed zoning map amendment is generally consistent with the "General Commercial" future land use designation, and is supported by the moderate income housing plan which includes strategies to rezone for higher densities necessary to facilitate the production of moderate income housing.

**HEDGEHOG SCORE**

Not considered

**FISCAL IMPACT**



There is no fiscal impact with a rezone itself. Anticipated future development of the properties can be considered based on zoning, as well as any fiscal impacts associated with commercial vs residential development.

### **ALTERNATIVES**

The City Council will have the following decision options following the public hearing in the Policy Session scheduled for March 24, 2026.

1. Approve the zoning map amendment request to rezone the subject properties from C-2 (Commercial) and A-1 (Agricultural) to C-2 (Commercial), R-3 (Residential), and R-1-6 (Residential), to allow for a mixed-use development including commercial, townhome, and single-family uses.
2. Deny the zoning map amendment request to rezone the subject properties from C-2 (Commercial) and A-1 (Agricultural) to C-2 (Commercial), R-3 (Residential), and R-1-6 (Residential), to allow for a mixed-use development including commercial, townhome, and single-family uses.
3. Table the zoning map amendment request to a specific meeting date to request additional information to consider the request.

### **SCHEDULE / TIME CONSTRAINTS**

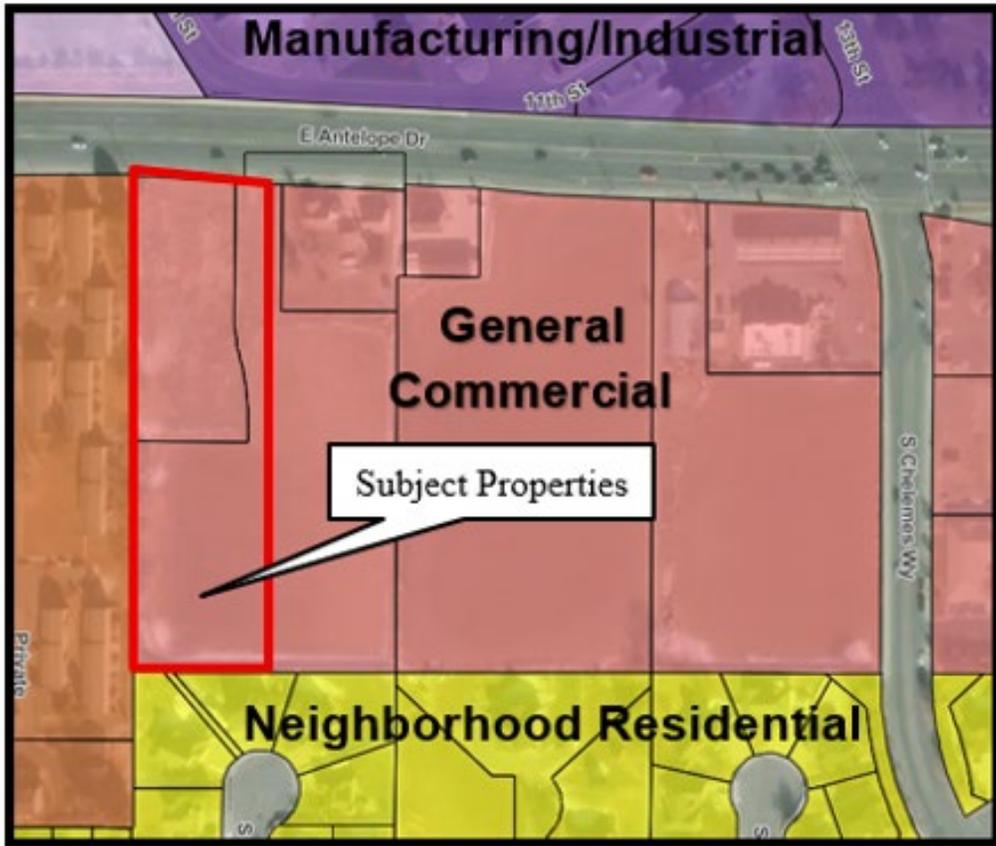
City Council Work Session: March 10, 2026

City Council Public Hearing & Policy Session: March 24, 2026

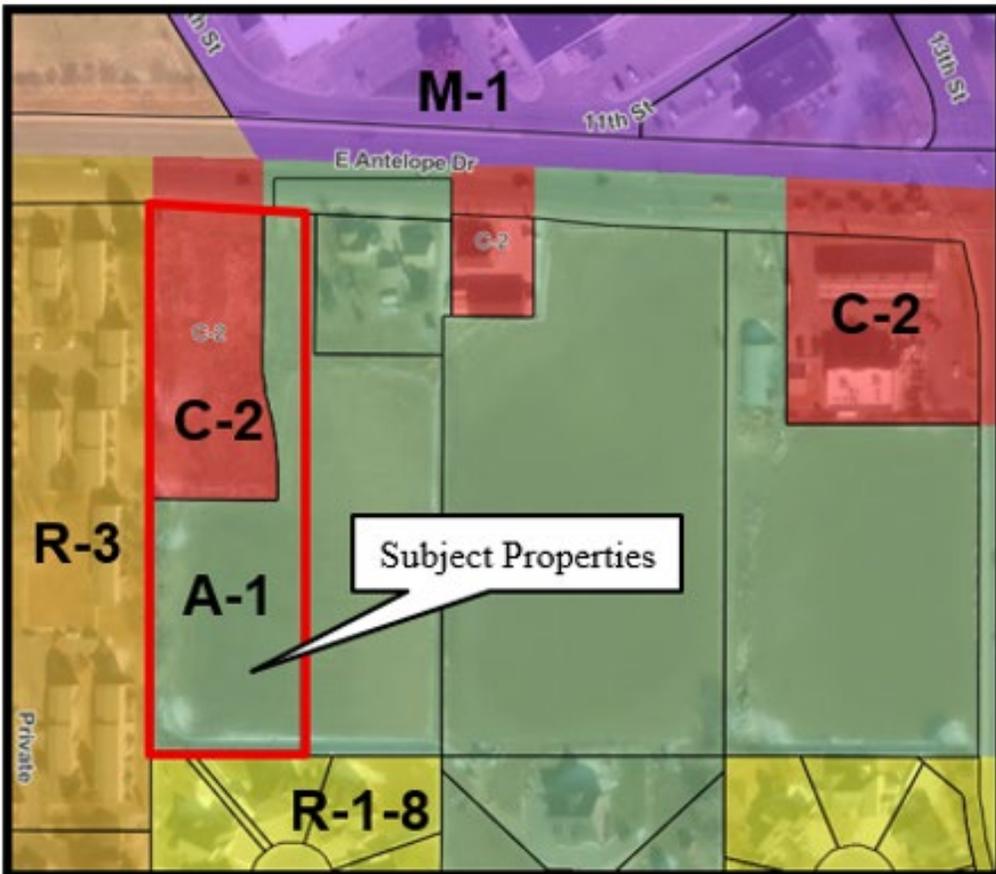
### **LIST OF ATTACHMENTS**

- 240 East 1700 South - General Plan Map
- 240 East 1700 South - Zoning Map
- Chelemes Row Proposed Rezone
- Chelemes Row Concept Site Plan
- Exhibit A – Antelope Drive Commercial Corridor Zoning
- TMP Figure 35 – Local Connectivity Improvement Opportunities

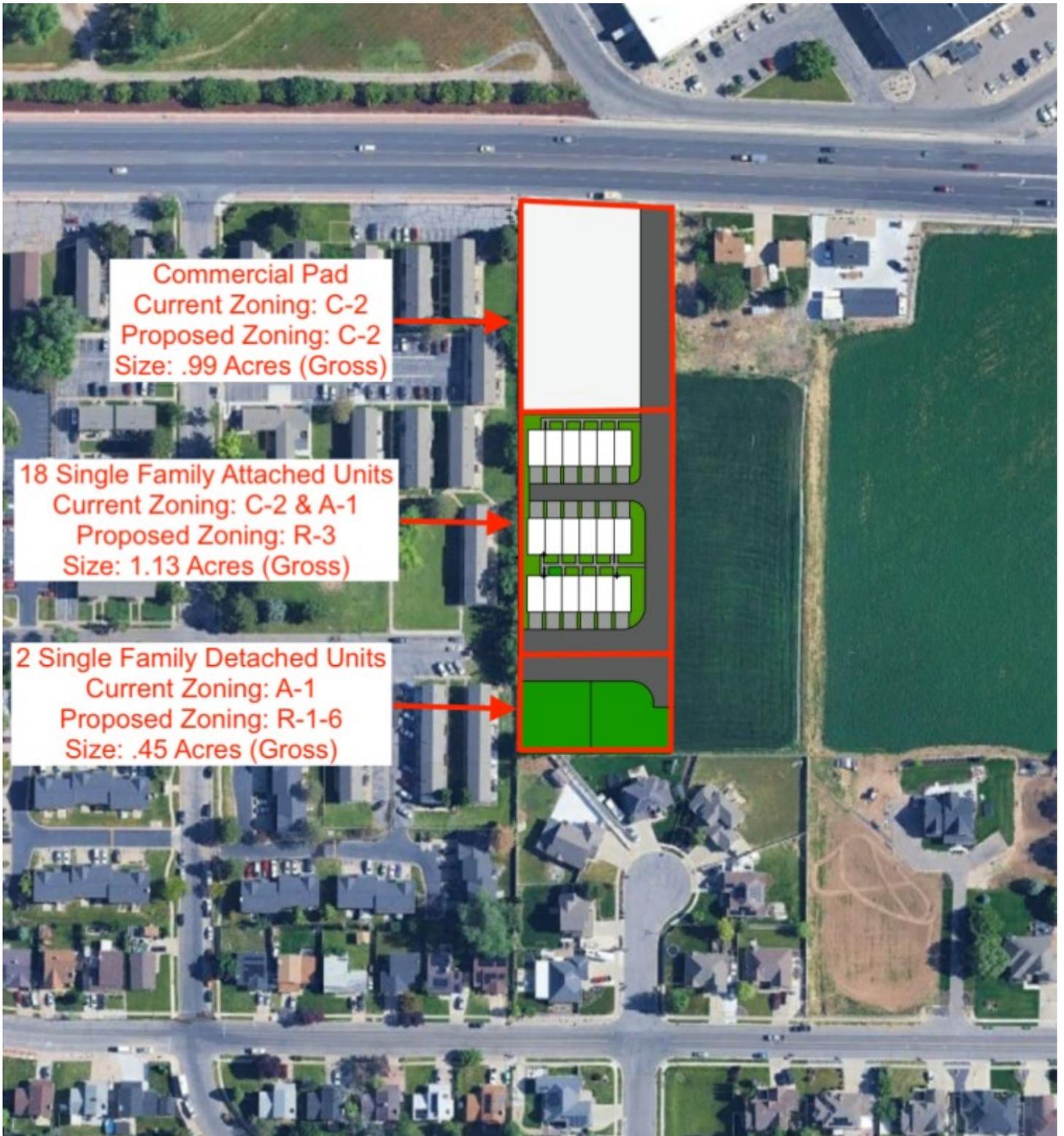
**240 EAST 1700 SOUTH – GENERAL PLAN MAP**



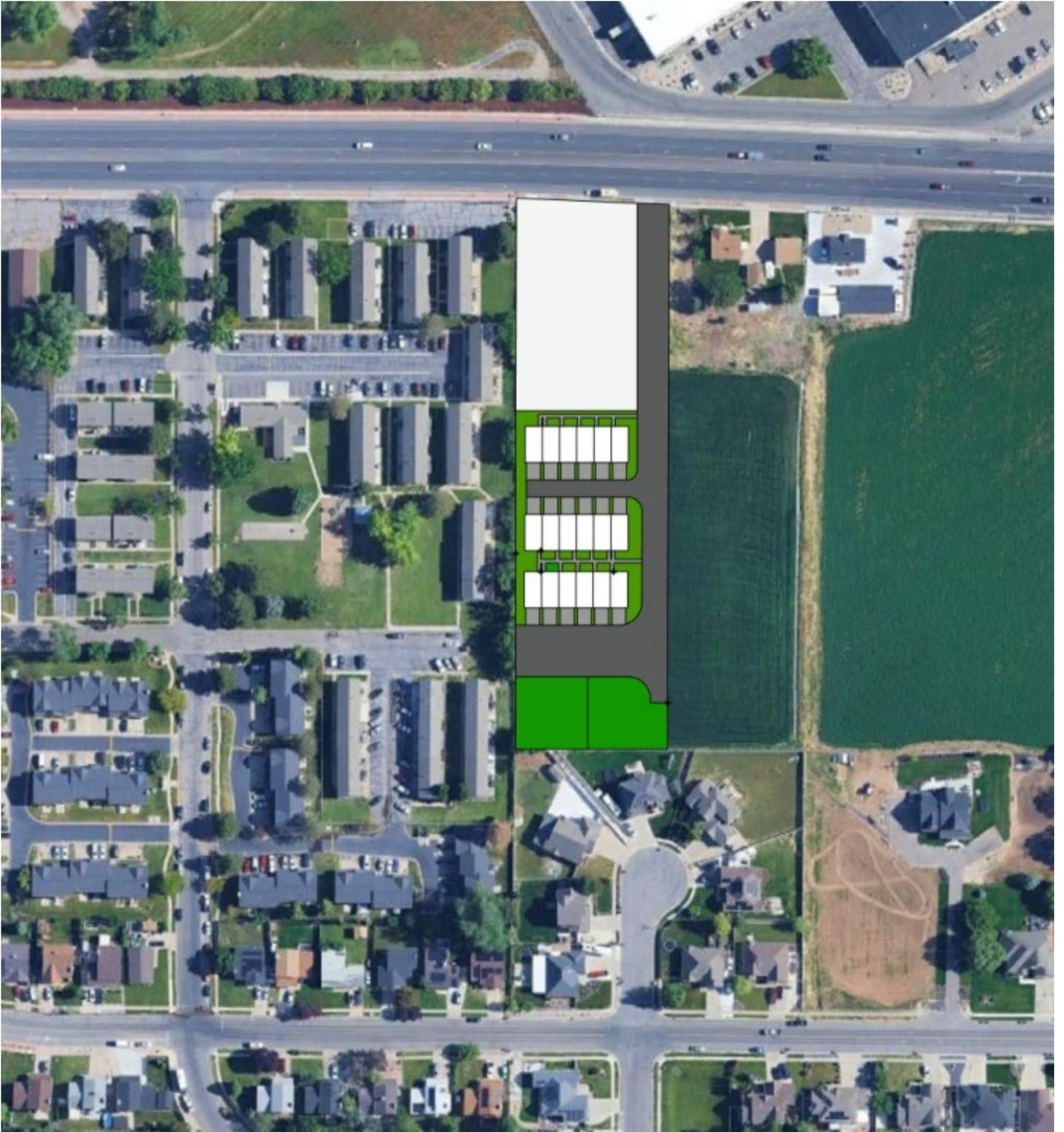
**240 EAST 1700 SOUTH – ZONING MAP**



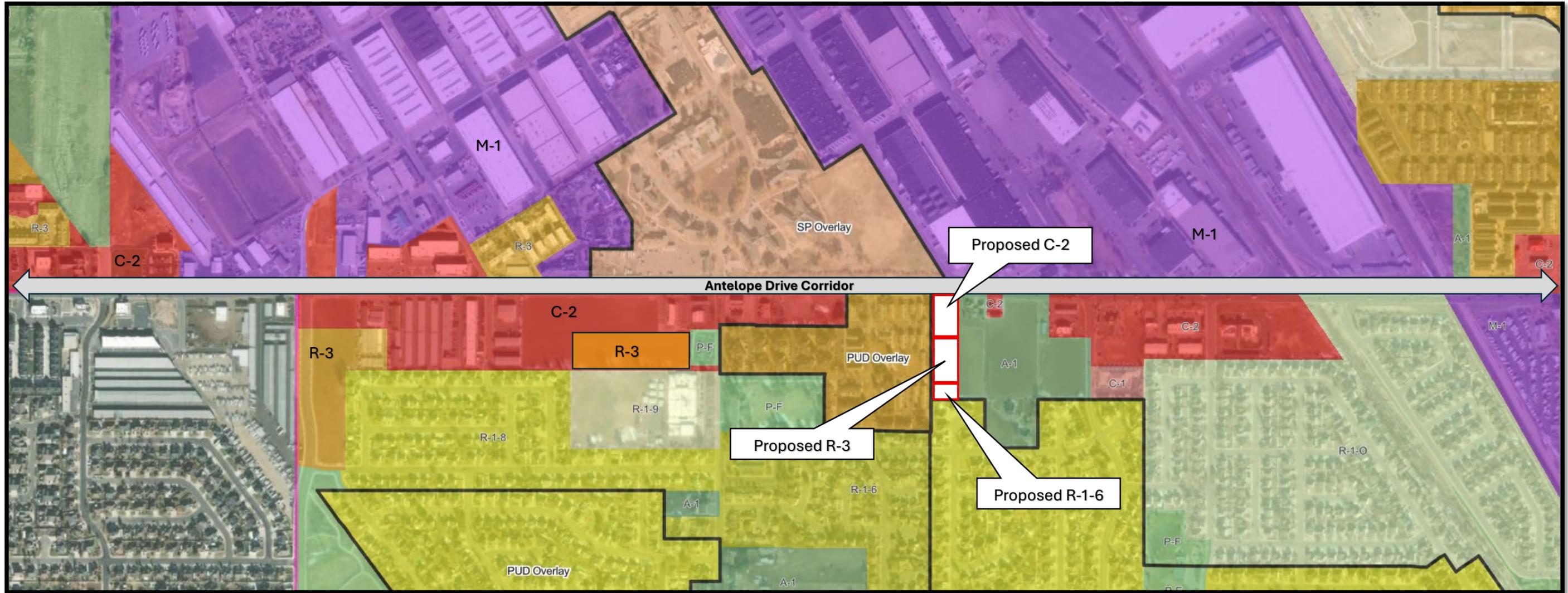
**Chelemes Row  
Proposed Rezone**



**Chelemes Row Rezone  
Concept Site Plan**



**EXHIBIT A**  
**ANTELOPE DRIVE COMMERCIAL CORRIDOR ZONING**





**TO:** Mayor Shepherd and City Council Members

**FROM:** Tyson Stoddard, Planner

**MEETING DATE:** March 10, 2026

**SUBJECT:** Discussion on Garage Dimension Requirements at the Wilcox Farms Subdivision.

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**RECOMMENDED ACTION**

Discuss garage dimensions for the Wilcox Farms Development.

**DESCRIPTION / BACKGROUND**

The Wilcox Farms development agreement was most recently amended in October 2025, amending the typical architecture standards and building placement guidelines for the project. Following the amendments, building permits were issued for twelve (12) homes which are currently under construction.

In the course of onsite inspections, it was determined that the built conditions of the attached two car garages vary from the approved plans in the following manner:

- There is an elevation difference of approximately three to five feet (3'-5'), depending on the home, between the garage floor and the first-floor elevation.
- A larger stair/landing structure is being provided than was shown on the building permit plan sets. The stair/landing structure is due to the elevation difference mentioned above.

Since the identification of the issue, there has been communication between city staff and the development team about potential paths forward for those homes under construction but also homes that have yet to receive permits.

Because the project has been approved via a Development Agreement, city staff are seeking to provide an update to the Council regarding the situation and allow for further discussion.

**CORRESPONDING POLICY PRIORITIES**

- Improving Clearfield's Image, Livability, and Economy

The discussion is related to the ongoing development of a small lot single family neighborhood.

**ALTERNATIVES**

Alternatives will be prepared and presented during the meeting presentation.



## **SCHEDULE / TIME CONSTRAINTS**

There are no specific time constraints, other than the developer and the city looking for a path forward.

**TO:** Mayor Shepherd and City Council Members

**FROM:** Spencer Wayne Brimley, Assistant City Manager

**MEETING DATE:** March 10, 2026

**SUBJECT:** Discussion on Retail in Clearfield 2.0

---

**RECOMMENDED ACTION**

This is discussion only and is a follow up to the discussion held during the January 2026 retreat. Staff is seeking a discussion and additional direction from council regarding where to pursue retail opportunities and provide feedback on specific areas throughout the city.

**DESCRIPTION / BACKGROUND**

The discussion that took place during the January 2026 retreat was meant to focus efforts on retail recruitment throughout the city. Staff introduced some concept and ideas associated with Economic Development as a precursor to the retail discussion to allow the group to be more informed for the discussion.

The outline below is meant to provide context and information that was discussed. Below is a recap of the January meeting's discussion and direction that was provided for tonight's discussion:

**Economic Development Overview and Retail Discussion**

- The mayor and staff are working to be more supportive and optimistic in their development efforts.

**Economic Development Entities and Their Roles**

- GOEO establishes statewide policy and provides incentives, such as the ED TIF for Clearfield.
- EDCUtah focuses on manufacturing job creation and recently partnered with Clearfield.
- 47G is a member organization that supports aerospace, defense, and cybersecurity initiatives.
- ICSC is a retail-focused organization where Clearfield representatives attend to discuss retail opportunities.

**Partnerships and Project Updates**

- The TOD project is a partnership with Stack Real Estate, Hamilton Partners, and UTA.
- Lakeside Cowley Real Estate partners are developing a building on the north side and around the pond.



## **Economic Development Strategies and Challenges**

- Staff discussed the partnership with EDCUtah and the community profile document that tells the story of Clearfield.
- Staff emphasized the need for more community events and partnerships to attract businesses.

## **Retail and Service Business Development**

- Staff mentioned efforts to attract restaurants like Strap Tank and Mission BBQ.
- The Clearfield Town Square planning effort is under contract with potential for redevelopment.
- Mayor and Staff discuss the importance of having a plan for Clearfield Town Square to attract developers by creating our own expectation and plan.

## **Economic Impact and Community Engagement**

- Councilmember Peterson emphasizes the need for economic impact and creating places people want to be.
- Staff and Mayor Shepherd discuss the importance of raising the median income to drive economic impact.
- Councilmember Thompson has always supported efforts focused on small businesses and local options to create a unique community feel.

The council directed staff to prep this item for a work session discussion that would allow for a deeper dive into the discussion and get more specific about needs for recruitment and efforts as well as areas throughout the city that could be the recipient of such efforts. As we approach this discussion there are some key questions to consider. In order to do this we should be looking at a map to identify these are the areas that should be focused on and we discussed them one at a time. We should be considering the need for professional services, versus we just need a punch list of things to go after. Three would be to consider how the CDRA can help support these efforts. We should be considering whether they have fund balance left over from an expired project. Would we be able to offer incentives to help locate or establish retail development.

The areas of consideration for this discussion will include:

- Legend Hills
- Lakeside
- TOD
- Clearfield Town Square, Civic Center
- Other areas requested by council

Staff did not attach any graphics to this email but will provide them during the discussion.



## **CORRESPONDING POLICY PRIORITIES**

- Improving Clearfield's Image, Livability, and Economy

Clearfield city has been working for more than 10 years to change the way they are both seen and viewed. The efforts have not gone unnoticed and this is apparent from an engaged council who has made tough decision, and have done a phenomenal job of balancing opportunity with necessity. Growth has been managed and deliberate; protecting residents, while also creating places for people. The efforts have taken a city and made it a community, a place for people to live work and play. But we are not done yet!

## **FISCAL IMPACT**

Potential costs could be borne in part by CDRA funds that remain from expired or closed project areas. Staff is working with EDCUtah right now for a downtown analysis of development needs, and gaps in what can be absorbed by the market. Additionally development partners for Lakeside and the TOD are performing their own analysis. Fiscal impact with incentives and studies could be quite high, but staff has only begun seeking estimates from consultants for these efforts and at this time does not possess data to substantiate costs and impact.

## **SCHEDULE / TIME CONSTRAINTS**

Staff, at the direction of council would like to move as quickly as possible. ICSC is happening in May and Crush golf will be opening at that same time. Additionally, new project in West Davis county will be coming online from now throughout the summer. Staff would like to do what we are able to capitalize on increase traffic east and west to capture as much of this opportunity. Are constraint is only those which the market is currently limiting.