CLINTON CITY COUNCIL AGENDA
2267 N 1500 W Clinton, UT 84015

August 25, 2026

Live stream can be found on YouTube at ***youtube.com/@ClintonCityUtah***

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

Mayor
Marie Dougherty

City Council
Spencer Arave
Jennifer Christensen
Chris Danson
Adam Larsen
Dane Searle

7:00 PM REGULAR COUNCIL MEETING

1. Pledge of Allegiance
2. Invocation – Councilmember Spencer Arave
3. Roll Call

PUBLIC INPUT

Any public member who wishes to address the Council will be allowed up to three minutes to make their presentation. According to the Utah State Code, the Council cannot vote on items not advertised on the agenda.

BUSINESS

1. Presentation by Davis County Animal Control
2. Public Hearing – Ordinances 26-06, 26-07 & 26-01Z, Proposed West Clinton Annexation Draft Agreement and Annexation Area Zoning Map
3. Public Hearing – Ordinance 26-02Z, Proposed Amendments to the Accessory Dwelling Unit (ADU) Standard

CONSENT ITEMS

1. Declaration of a Surplus Vehicle
2. Approval of Minutes: August 11, 2026 City Council Work Session and City Council Meeting
3. Approval of Accounts Payable: **None**

OTHER BUSINESS

1. City Manager/Staff Reports
2. Council Reports
3. Mayor's Report
4. Action Item Review

ADJOURN

Dated this 18th day of August 2026
/s/Lisa Titensor, Clinton City Recorder

- ***Supporting documentation for this agenda is posted on the Clinton City website at www.clintoncity.com and on the Utah Public Notice Website www.utah.gov/pmn***
- ***In compliance with the American with Disabilities Act, individuals needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Lisa Titensor, City Recorder, at (801) 614-0700 at least 24 hours prior to the meeting.***
- ***This meeting may involve electronic communications for some members of this public body. The anchor location for the meeting shall be the Clinton City Council Chambers at 2267 N 1500 W Clinton UT 84015. Elected Officials at remote locations may be connected to the meeting electronically to participate.***
- ***Notice is hereby given that by motion of the Clinton City Council, pursuant to Utah State Code Title 52, Chapter 4 sections 204 & 205, the City Council may vote to hold a closed session for any of the purposes identified in that Chapter.***
- ***The order of agenda items may change to accommodate the needs of the city council, staff and/or public***

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	August 25, 2026				
CONSENT AGENDA		**BUSINESS AGENDA**	X	**RECOGNITION**	
PETITIONER(S):	Davis County Animal Control Michelle Hicks				
TYPE OF VOTE:	**ROLL CALL**	N/A	**VOICE**	N/A	
SUBJECT:	Davis County Animal Care Presentation				
RECOMMENDATION:	Listen to the presentation from Michelle Hicks Davis County Animal Care Director				

Animal Care of Davis County

Clinton City Council Presentation

August 25, 2026

PARTNERING FOR ANIMAL SAFETY & COMMUNITY CARE

Our Core Community Services

Pet Adoption
Matching homeless pets with loving families Adoption comes with medical checks, spay/neuter, microchip, vaccinations, and one-year license.

Owner Surrenders
Compassionate resources and owner intake support when residents can no longer care for their pets.

Field Enforcement
Humane animal control officers responding 24/7 to stray, bite, nuisance, and neglect concerns.

Volunteer & Foster
Empowering local volunteers and foster families to provide extra care and temporary shelter homes.

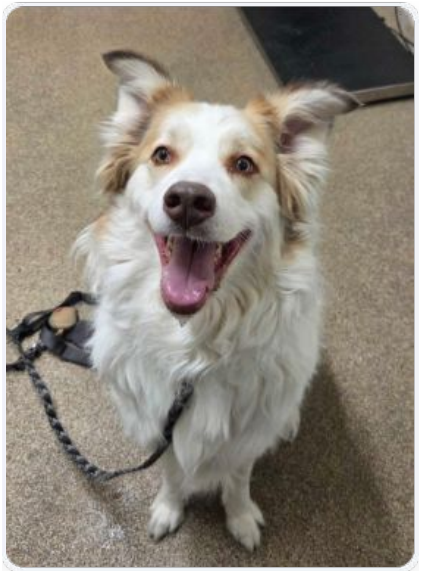
Community Cat Program
Helps reduce the stray and feral cat population, and improves the health and well-being of these animals.

Emergency Readiness
County-wide emergency animal sheltering and crisis response during disasters.

Community Pet Support

- **Pet Food Pantry:** Emergency food and essential supplies for residents experiencing financial hardship.
- **Lost & Found Resources:** Real-time online stray directory and neighborhood tools to quickly reunite lost pets with families.
- **County Emergency Management:** Disaster readiness, temporary emergency sheltering, and animal rescue during local crises.

Visit daviscountyutah.gov/animalcare





Clinton City vs. County Service Distribution

Moderate Footprint, High Access

Clinton represents ~6% of overall Davis County service volume, benefiting directly from dedicated county field enforcement, 24/7 dispatch, and full shelter access.

6.3%

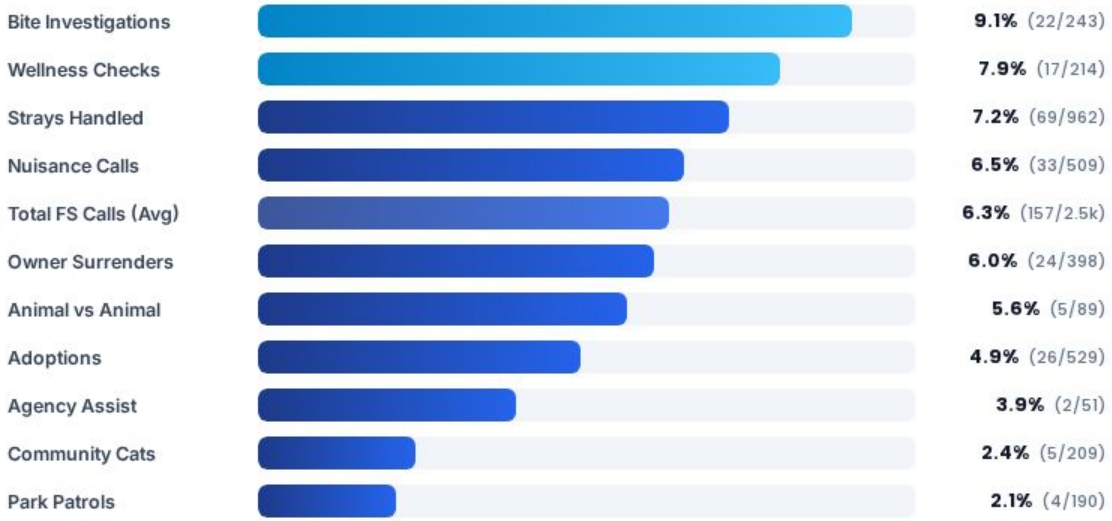
Share of County Field Volume

157 out of 2,508 total field calls countywide in 2026.

Bite Investigations (9.1%) and **Wellness Checks (7.9%)** account for Clinton's highest relative proportion of countywide field responses.

Clinton % Share of Total Davis County Volume

2026 Call & Case Data



Park Signage Recommendations

While in the area doing Park Patrols, there were areas where we believe signage could be implemented, or improved:

- **Powerline Park:** Only one sign leading into the park, from the parking lot. Only states that the dog stay on the paved trail, not that it need to be leashed.
- **West Clinton Park:** Features heavily vandalized signs at the north entrances that are difficult to read.
- **Clinton City Recreation:** Waste station signs with leash rules are only present on the west side, leaving the east side completely unmarked.

*There are some inconsistencies on the website vs city ordinance. We recommend to put the dog rules on the actual park page where residents can review easily.



City Events & Employee Engagement

Clinton City Community Events

Invite Animal Care of Davis County to Founders Day, city celebrations, or park gatherings! We bring educational booths, pet safety information, and friendly shelter dogs and maybe some cats for residents to meet.

Employee "Snuggle Time"

Boost staff morale at City Hall! Invite us to bring adoptable puppies or kittens for a staff wellness break. It provides essential socialization for shelter pets while bringing joy to your municipal team.



Clinton City residents are active participants in our volunteer programs, contributing over 300 hours of service.

25

Dedicated Volunteers

Strong engagement from Clinton residents participating in our essential animal care initiatives.

302.61

Volunteer Hours

Dedicated hours contributed directly supporting critical shelter operations and municipal animal welfare.

*Community involvement is essential to the success of our animal care initiatives. In 2025, we saw strong engagement from Clinton residents, with **25 dedicated volunteers** participating in our programs. These individuals contributed a total of **302.61 volunteer hours** to support shelter operations and animal welfare. We encourage continued partnership to expand our foster networks and volunteer base within the city. This does not include our Sniff ABouts, Weekend Wags, or our Foster program.*

Short-Term Foster: Sniffabouts & Weekend Wags

Sniffabouts (Day-Out Program)

Pick up between 10am - 4pm, drop off by 5pm!

- **Outing Ideas:** Bonneville Shoreline Trail, Adams Canyon, or local parks.
- **Shopping:** C-A-L Ranch, PetSmart, Home Depot, Lowe's.

Weekend Wags (Weekend Getaway)

Pick up Friday 4-5pm, drop off Monday 10-11am.

- **Activities:** Relax on the couch, watch movies, go on a scenic drive or hike!
- **Requirement:** Must be 18+ with valid ID. All food & supplies provided!



Questions & Discussion

Thank you Clinton City!

Shelter Location

1422 E. 600 North
Fruit Heights, UT 84037

Phone & Dispatch

(801) 444-2200
Press 6 for Field Dispatch

Online Resources

daviscountyutah.gov/animalcare

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	August 25, 2026					
CONSENT AGENDA		**BUSINESS AGENDA**	X	**RECOGNITION**		
PETITIONER(S):	West Clinton Residents (Mike Bastian & Kraig Butt)					
TYPE OF VOTE:	**ROLL CALL**	X	**VOICE**			
SUBJECT:	Proposed West Clinton Annexation Draft Agreement					
RECOMMENDATION:	To approve the West Clinton Annexation Draft Agreement and Annexation Area Zoning Map					

FISCAL IMPACT: None.

SUMMARY:

The West Clinton annexation area is located within the City's proposed expansion area outlined in the Annexation Policy Plan and the proposed annexation boundary has been coordinated with West Point City. The area proposed for annexation is contiguous to the City boundary and will close a gap of an unincorporated area between the current city boundaries of both West Point City and Clinton City. Based on all the surrounding city and county boundaries, this would be the last unincorporated property annexed into Clinton City.

The initial zoning of the annexation area will be reviewed and approved by the City Council as they are the land use authority for annexations. Subsequent zoning designations within the annexation area will be addressed and updated with the city's General Plan update. The majority of the annexation area is proposed for the A-1 zone which is an agricultural zoning designation. The property in the Northwest corner, also called the Lone Pine property, is proposed for the R-1-10 zone which is a single-family residential zoning designation. This zoning was requested by the owner of the property who is one of the petitioners who spearheaded the annexation petition. Additionally, another property located towards the Southwest corner is proposed for the R-M zone which is a multi-family residential zone. This property is owned by Nilson Homes who intends to include it in their development directly to the East that was previously annexed and zoned with the same R-M base zoning.

The proposed draft annexation agreement accompanies the annexation of approximately 155.14 acres located near 2425 North and 4500 West. The agreement establishes the framework for initial zoning, preservation of existing agricultural and lawful uses, future infrastructure responsibilities, and administration of development following annexation.

The following analysis breaks down every article section within the draft annexation agreement highlighting the key provisions for each one.

Article I – Definitions
This article establishes the terminology used throughout the agreement to ensure consistent interpretation and administration. By defining key legal and planning terms at the outset, the agreement minimizes ambiguity and provides a common framework for future land use decisions.

Key Provisions:
- Defines the Annexation Area, Future Development, Existing Lawful Use, Existing Agricultural Operation, Public Improvements, and other recurring terms.
- Differentiates routine agricultural activities from development requiring City review.
- Clarifies that obligations apply only to participating owners and their successors.
- Defines Existing Rural Heritage Displays eligible for continued recognition.

Article II – Conditions Precedent and Legal Effect
This article explains the legal steps required before the agreement becomes effective and clarifies its relationship to the annexation and zoning ordinances. It also preserves the City's legislative authority while defining who is contractually bound by the agreement.

Key Provisions:
- Requires City approval of the annexation ordinance, zoning ordinance, and agreement before the agreement takes effect.
- Provides that the agreement becomes void if the annexation is not completed under Utah law.
- Clarifies that annexation and zoning occur through separate legislative actions.
- Preserves City Council discretion over future legislative decisions.

Article III – Annexation and Initial Zoning
This article establishes the initial zoning designations that will apply following annexation while emphasizing that zoning does not constitute development approval. It preserves the City's ability to consider future land use applications through its normal review processes.

Key Provisions:
- Assigns A-1 zoning to most annexed property to preserve rural and agricultural character.
- Assigns R-1-10 zoning to the Lone Pine property.
- Assigns R-M zoning to the Nilson property.
- Clarifies zoning does not approve subdivisions, density, utilities, or site plans.
- Future zoning changes require the normal public review process.

Article IV – Existing Lawful Uses and Structures
This article protects existing lawful uses following annexation while ensuring future improvements comply with current regulations. It balances private property rights with the City's responsibility to protect public health and safety.

Key Provisions:
• Allows lawful existing uses and legal nonconforming structures to continue.
• Does not legalize previously unlawful uses.
• Routine maintenance does not trigger full code compliance.
• Protects documented Rural Heritage Displays subject to maintenance standards.

• Maintains City authority to enforce health, fire, building, and nuisance regulations.

Article V – Agricultural Operations and Livestock
This article recognizes the longstanding agricultural character of the annexation area and preserves existing farming operations after annexation. It also provides important guidance for future residential development located near active agricultural uses.

Key Provisions:
• Allows existing agricultural operations, livestock, irrigation, barns, corrals, and related activities to continue.
• Annexation alone does not require urban improvements such as sewer, sidewalks, curb, gutter, or street lighting.
• Recognizes Agriculture Protection Areas and applicable Utah Right-to-Farm protections.
• Normal agricultural noise, odors, dust, equipment operations, and seasonal activities are
acknowledged as expected conditions.
• Ownership changes do not terminate existing agricultural rights.

• Requires agricultural disclosure notices for future nearby residential development.

Article VI – Existing Infrastructure
This article clarifies that annexation does not obligate the City to immediately extend infrastructure or utilities. The existing rural character of the area is expected to remain until development creates a need for improvements.

Key Provisions:
• No commitment for immediate sewer, roads, storm drainage, water, or other utilities.
• Maintenance responsibilities remain separate from capital improvements.

• Future infrastructure projects remain subject to City Council budgeting decisions.

Article VII – Future Development
This article assigns responsibility for infrastructure required by new development to the developer rather than the City. It establishes expectations regarding utilities, engineering studies, exactions, reimbursement, and development timing.

Key Provisions:
• Developers must construct or fund improvements necessary to serve their projects.
• Future development must comply with City engineering standards and utility requirements.
• Requires sewer, drainage, roadway, culinary water, and secondary water coordination.
• Engineering studies and easements may be required before approval.
• Exactions must satisfy Utah proportionality requirements.
• No reimbursement unless required by law or a prior written agreement.

• Permits may be withheld until adequate infrastructure is available.

Article VIII – Land Use Applications and Reserved Powers
This article clarifies that annexation does not create vested development rights beyond those established under Utah law. It also preserves the City's police powers and authority to adopt future regulations.

Key Provisions:
• No vested density or development rights are created by annexation.
• Applications vest only as provided by Utah law.
• Fees and utility rates remain subject to future City action.

• Allows future parcel-specific development agreements.

Article IX – Administration and Enforcement
This article establishes how the agreement will be administered and enforced after annexation. It also creates administrative procedures for recognizing protected agricultural properties during code enforcement.

Key Provisions:
• Authorizes City administration of the agreement.
• Allows inspections and enforcement consistent with applicable law.
• Provides agricultural property notations for enforcement staff.

• Preserves emergency response authority.

Article X – Default and Remedies
This article outlines the procedures for resolving disputes between the parties while preserving the City's legal protections. It establishes notice requirements, cure periods, and available remedies.

Key Provisions:
• Requires written notice of default.
• Provides reasonable opportunity to cure violations.
• Allows immediate action for emergencies.

• Addresses force majeure and attorney fees.

Article XI – General Provisions
This article contains the standard contractual provisions governing the long-term administration of the agreement. It addresses duration, amendments, transfers, notices, interpretation, and incorporation of exhibits.

Key Provisions:
• Agreement remains in effect for twenty years unless amended or terminated.
• Obligations run with participating properties.
• Establishes amendment, termination, notice, venue, and severability provisions.

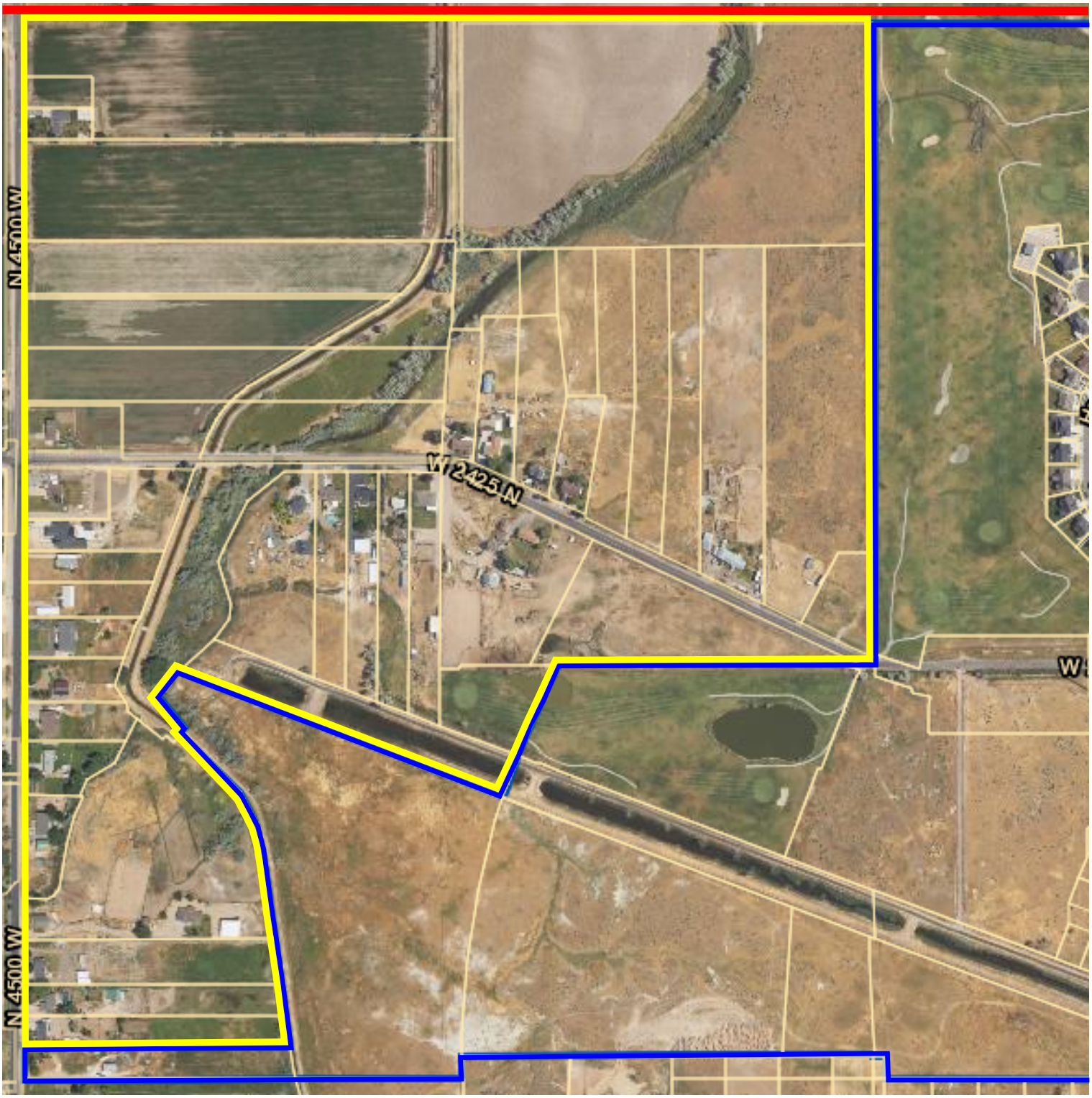
• Incorporates Exhibits A through F into the agreement.

ATTACHMENTS:

Attachment A – West Clinton Annexation Area Map
Attachment B – West Clinton Annexation Area Proposed Zoning Map
Attachment C – West Clinton Annexation Area Draft Agreement
Attachment D – Ordinance 26-06
Attachment E – Ordinance 26-07
Attachment F – Ordinance 26-01Z

Attachment A

West Clinton Annexation Area Map



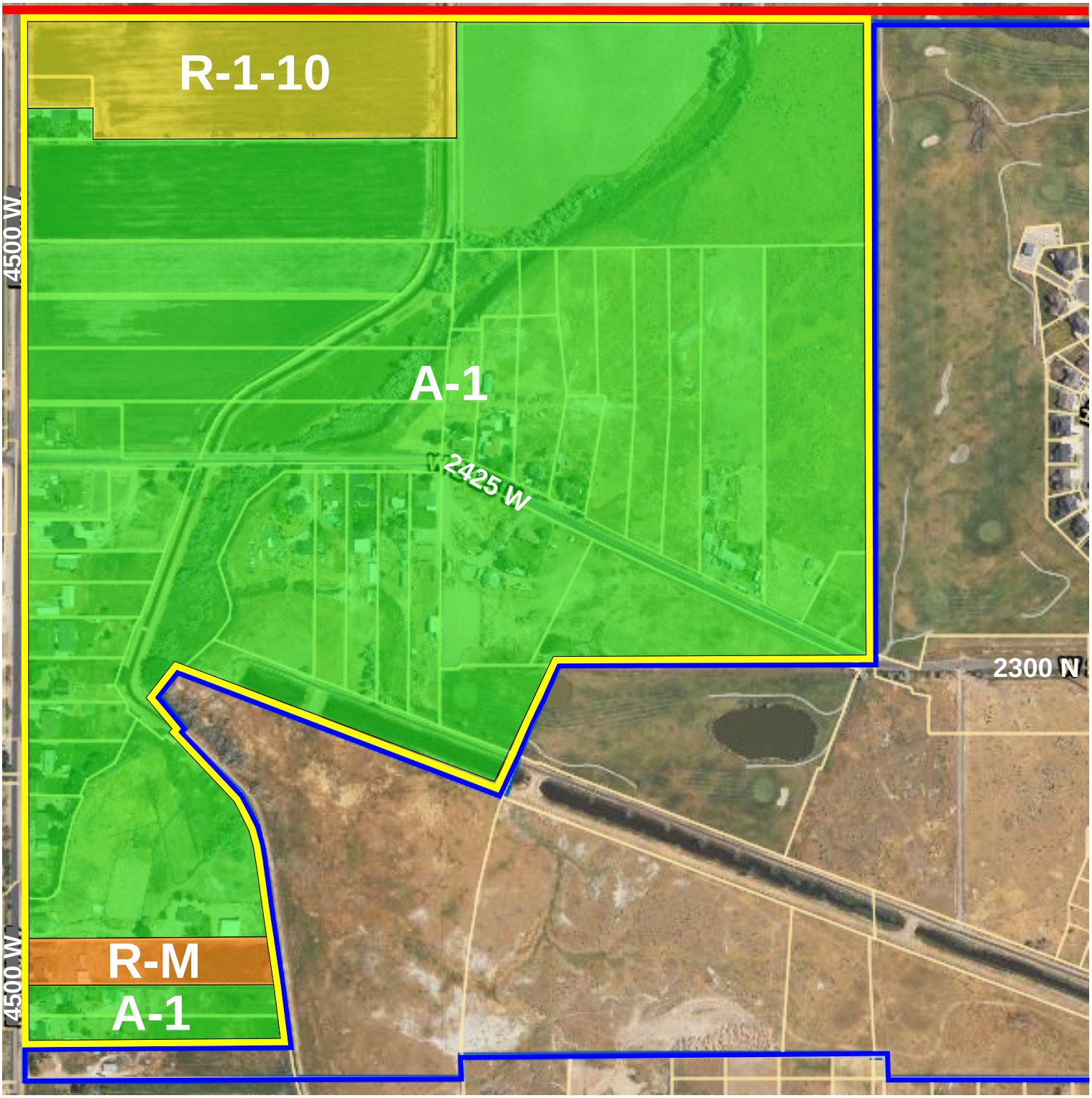
Clinton City Boundary

Annexation Area Boundary

Davis/Weber County Boundary

Attachment B

West Clinton Annexation Area Proposed Zoning Map



Clinton City Boundary

Annexation Area Boundary

Davis/Weber County Boundary

A-1 Zone (Agricultural Zone)

R-M Zone (Residential Multi-Family)

R-1-10 Zone (Residential Single-Family)

N

Attachment C

ANNEXATION AND LAND USE CONDITIONS AGREEMENT

WEST CLINTON ANNEXATION AREA

(Approximately 155.136 Acres Near 2425 North and 4500 West, Davis County, Utah)

THIS ANNEXATION AND LAND USE CONDITIONS AGREEMENT (this "Agreement") is entered into as of *[DATE]*, by and between CLINTON CITY CORPORATION, a Utah municipal corporation (the "City"), and each owner of real property within the Annexation Area who executes this Agreement or a joinder in substantially the form attached as Exhibit F (each a "Participating Owner" and collectively, the "Participating Owners"). The City and the Participating Owners are referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. An annexation petition has been filed seeking annexation into the City of approximately 155.136 acres of unincorporated property generally located near 2425 North and 4500 West in Davis County, Utah, as more particularly described and depicted in Exhibit A (the "Annexation Area").

B. The Clinton City Recorder certified the annexation petition on January 8, 2026, pursuant to Utah Code Sections 10-2-806 and 10-2-807.

C. The Parties desire to establish clear expectations concerning initial zoning, continuation of existing lawful uses and agricultural operations, municipal infrastructure, utility extensions, and the allocation of responsibility for improvements required by future development.

D. The City does not presently plan or appropriate funds to extend sanitary sewer, storm drainage, roadways, culinary water, secondary water, land drain facilities, or other urban infrastructure throughout the Annexation Area solely because of annexation.

E. Except for the zoning exception areas identified in this Agreement, the City intends to assign the Agriculture (A-1) zoning designation upon annexation because that designation most closely corresponds in purpose to the existing Davis County A-10 agricultural designation and supports continuation of the area's rural and agricultural character.

F. The Parties intend that the Lone Pine property described in Exhibit C be assigned the R-1-10 Single-Family Residential zoning designation and that the Nilson property described in Exhibit D be assigned the Residential, Multi-Family (R-M) zoning designation without a Planned Residential Development overlay. The Nilson property is subject to the parcel-specific use, setback, architectural, and design standards stated in Section 3.4, and the concept plan attached as Exhibit G is included to illustrate the intended development pattern.

G. The City recognizes that portions of the Annexation Area have historically been used for bona fide agricultural activities, including active livestock management, and desires to acknowledge the lawful continuation of those uses consistent with state law and the Clinton City Code.

H. The City is authorized to enter into this Agreement under its general municipal and land use authority, including Utah Code Title 10, Chapter 20, and, to the extent applicable, Section 10-20-508 governing development agreements.

I. The City Council finds that this Agreement, together with the annexation and zoning ordinances, promotes orderly growth, clarifies the timing and financing of public infrastructure, protects existing lawful uses, and serves the public health, safety, and welfare.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration described in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 Annexation Area. The approximately 155.136 acres legally described and depicted in Exhibit A, including all parcels and public rights-of-way included in the final approved annexation plat.

1.2 City Code. The Clinton City Code, zoning ordinance, subdivision ordinance, engineering standards, adopted master plans, impact fee enactments, and other duly adopted regulations, as amended from time to time.

1.3 Effective Date. The date on which the annexation becomes effective under Utah Code Section 10-2-813, provided that this Agreement has been approved, executed, and recorded as required by this Agreement.

1.4 Existing Agricultural Operation. A bona fide agricultural use lawfully existing within the Annexation Area on the Effective Date, including cultivation, pasture, animal husbandry, livestock keeping and management, irrigation, barns, corrals, fencing, farm access, storage of agricultural equipment or feed, and customary accessory agricultural activities.

1.5 Existing Lawful Use. A use, structure, lot, parcel, or site condition that lawfully existed immediately before the Effective Date, whether conforming under the initial City zoning or qualifying as a legal nonconforming use or noncomplying structure under applicable law.

1.6 Future Development. A subdivision, site plan, conditional use, building permit for a new principal structure, increase in the number of dwelling units, material expansion or intensification of a principal use, change in principal use, redevelopment, or other land use application submitted after the Effective Date. Future Development does not include a transfer of ownership by itself, routine repair or maintenance, replacement in kind, ordinary agricultural operations, or continuation of an Existing Lawful Use without material expansion or intensification.

1.7 Participating Owner. An owner of property within the Annexation Area who executes this Agreement or a joinder to this Agreement. A Participating Owner is bound only with respect to the property identified in the owner's signature block or joinder.

1.8 Public Improvements. Public or publicly dedicated improvements associated with development, including streets, curb, gutter, sidewalk, trails, street lighting, sanitary sewer, culinary water, secondary water, storm drainage, land drain facilities, irrigation facilities, fire flow improvements, and related easements or rights-of-way.

1.9 Existing Rural Heritage Display. A display of antique or historic tractors, farm implements, machinery, or similar equipment that: (a) lawfully existed on the Effective Date; (b) is identified in Exhibit E by parcel, location, description, and dated photographs; and (c) is maintained primarily for decorative, historic, educational, or agricultural-character purposes rather than for dismantling, salvage, repair, commercial inventory, or waste storage.

ARTICLE II
CONDITIONS PRECEDENT AND LEGAL EFFECT

2.1 Required City Actions. This Agreement is conditioned upon the City Council completing all legally required processes and adopting: (a) an ordinance approving the annexation; (b) an ordinance assigning the initial zoning designations and amending the official zoning map; and (c) an ordinance or resolution approving this Agreement, as determined by the City Attorney. Because Section 3.4 establishes parcel-specific use and development standards associated with an R-M zone change, the Agreement and zoning action shall be processed with the planning commission review, public hearing, and legislative approval required by applicable law. The R-M exception is further conditioned upon the owner of the Nilson property executing this Agreement or a parcel-specific joinder before the R-M zoning becomes effective.

2.2 Annexation Effective Date. The annexation is not complete until the applicable filings are accepted and the lieutenant governor issues the certificate required by Utah law. If the annexation does not become effective, this Agreement is void and creates no development right, zoning right, or municipal service obligation.

2.3 Separate Legislative Actions. This Agreement does not itself annex or rezone property. The annexation ordinance and zoning ordinance are separate legislative actions and shall control the legal boundary and zoning classification of the Annexation Area.

2.4 Parties Bound. The contractual covenants in this Agreement bind the City and only those owners who execute this Agreement or a joinder, together with their successors as provided herein. Regardless of whether an owner signs this Agreement, all property within the Annexation Area is subject to the zoning ordinance, generally applicable City Code provisions, and applicable state and federal law.

2.5 No Unlawful Delegation. Nothing in this Agreement delegates or contracts away the City Council's legislative authority or the authority of any land use authority. Any provision that would unlawfully restrict a future legislative act shall be interpreted to preserve the City's lawful discretion.

ARTICLE III
ANNEXATION AND INITIAL ZONING

3.1 Annexation Area. Subject to completion of the statutory process, the City intends to annex the entire Annexation Area shown on the final approved annexation plat.

3.2 A-1 Base Zoning. Upon annexation, all property within the Annexation Area shall be assigned the Agriculture (A-1) zoning designation under Clinton City Code Title 28, Chapter 12, except for the two exception areas described in Sections 3.3 and 3.4. The A-1 designation is intended to maintain the rural atmosphere and permit the least intense residential and agricultural uses allowed by the City Code.

3.3 Lone Pine R-1-10 Exception Area. The property legally described in Exhibit C shall be assigned the R-1-10 Single-Family Residential zoning designation. The zoning assignment does not approve a subdivision, lot layout, number of lots, utility plan, or any other development application.

3.4 Nilson R-M Exception Area. The property legally described in Exhibit D shall be assigned the Residential, Multi-Family (R-M) zoning designation. No Planned Residential Development overlay, PRD approval, or other planned-development designation is granted or required by this Agreement. Except as expressly modified below, development of the Nilson property remains subject to the R-M zone and all other applicable provisions of the City Code.

3.4.1 Residential Form and Unit Limit. Development shall consist only of detached single-family dwellings, with no more than one principal dwelling unit on each platted residential lot. Duplexes, townhomes, stacked units, apartment buildings, and other structures containing more than one principal dwelling unit are not permitted. This limitation does not prohibit an internal or other accessory dwelling unit to the extent the unit is required to be allowed by state law or is otherwise permitted by the City Code and does not constitute a separate principal dwelling unit or separate lot.

3.4.2 Parcel-Specific Setbacks. The minimum interior side-yard setback shall be ten feet on each side of a dwelling. The minimum street-side yard setback for a corner lot shall be twenty feet. The minimum rear-yard setback shall be twenty-five feet. However, the City Manager or designee may approve an administrative reduction of not more than one foot, to a minimum of nineteen feet for the street-side setback and twenty feet for the rear yard setback, when needed to address a documented site constraint, survey adjustment, or minor engineering conflict. All other setbacks and dimensional standards shall be those applicable under the R-M zone unless otherwise expressly approved through a lawful amendment.

3.4.3 Height and Number of Stories. No separate standard for the number of stories is imposed by this Agreement. Each dwelling shall comply with the maximum building height and all other height-measurement requirements applicable in the R-M zone and under the City Code.

3.4.4 Architectural Diversity and Articulation. Before final plat recording, the owner shall submit an architectural pattern book or elevation package demonstrating a design substantially similar to the elevation concepts shown in Exhibit H, or compliance with the following objective standards: (a) the project shall offer at least three materially distinct front-elevation designs; (b) the same front elevation shall not be placed on immediately adjoining lots or directly across the street unless it is materially varied in roof form, facade composition, and exterior materials; (c) each street-facing elevation shall incorporate at least two visually distinct primary exterior materials, exclusive of windows, doors, trim, fascia, and soffit; (d) rooflines shall vary through changes in primary roof form, ridge orientation, gables, hips, dormers, eave height, ridge height, or comparable architectural features, and no more than three consecutive dwellings may have substantially identical primary eave and ridge heights; and (e) each street-facing facade shall include at least two articulation features, such as a porch, recessed entry, bay, projection, change in wall plane, prominent gable, or comparable architectural element. Changes in color alone do not satisfy the required variation.

3.4.5 Right-Of-Way Cross Section. Minor variations of the right-of-way cross section can be approved by the City Engineer based upon site constraints within the Heritage Trails West Nilson R-M concept plan attached as Exhibit G.

3.4.6 Screening Fence. Development of the Nilson R-M exception Area shall include installation of a six-foot (6') high vinyl privacy screening fence along the north side of the public right-of-way, in a location approved by the City and consistent with applicable sight-distance, and access requirements. The fence shall be installed by the developer as part of the required site improvements and shall be completed prior to issuance of the first certificate of occupancy for the development.

3.4.7 Concept Plan. The Heritage Trails West concept plan prepared by Civil Solutions Group and issued July 21, 2026, is attached as Exhibit G and is incorporated to illustrate the intended general street, lot, and development pattern. The concept plan does not constitute final subdivision approval, approve an exact lot count, vest a utility design, or eliminate the requirement to satisfy the City Code, engineering standards, provider requirements, and subdivision review process. Minor adjustments may be considered during subdivision review, but the final development shall comply with the controlling standards in this Section. If the concept plan conflicts with this Agreement, this Agreement controls, including the nineteen-foot minimum corner side-yard setback and the twenty-foot minimum rear-yard setback allowed under Section 3.4.2.

3.5 Controlling Descriptions. If a conflict exists between a map and a legal description, the legal description adopted with the applicable zoning ordinance shall control. The City may correct minor scrivener's errors or mapping inconsistencies through the process allowed by law.

3.6 No Guarantee of Approval. Initial zoning establishes the uses and standards that may be considered under the City Code. It is not a representation that any parcel is buildable or that any future application will be approved.

3.7 Future Zoning Changes. Any future zoning amendment shall occur only through the process required by then-applicable law and City Code. This Agreement does not guarantee approval or denial of a future rezoning request.

ARTICLE IV

EXISTING LAWFUL USES AND STRUCTURES

4.1 Recognition of Existing Lawful Uses. An Existing Lawful Use may continue after annexation to the extent allowed by the assigned zoning district, Utah Code Section 10-20-1003, and the City Code provisions governing nonconforming uses and noncomplying structures. Annexation alone does not require the immediate discontinuance of an Existing Lawful Use.

4.2 Verification of Existing Uses and Structures. The City may recognize uses, structures, and site conditions that were lawfully established before annexation. If available City or County records do not clearly establish the status of a long-standing use or structure, the owner may provide permits, photographs, tax records, affidavits, or other reliable evidence for the City to consider. The absence of a complete historical file does not, by itself, create a presumption that a long-standing condition is unlawful. This Agreement does not automatically legalize a use or structure that was not lawfully established, but the City will make any determination under applicable state law and City Code after considering the reasonably available evidence.

4.3 Present and Future Owners. A transfer of ownership, by itself, does not terminate a lawful nonconforming use or noncomplying structure. Any continuation, abandonment, expansion, reconstruction, restoration, or substitution shall be governed by applicable state law and City Code.

4.4 Material Changes and Current Compliance. When a Participating Owner proposes Future Development, all new work and the portion of the property affected by the application shall comply with the City Code and engineering standards in effect as provided by state vesting law. The City may require existing portions of the property to be brought into compliance only to the extent authorized by applicable law and reasonably related to the proposed Future Development.

4.5 Routine Maintenance and Repair. Routine maintenance, ordinary repair, replacement in kind, and work that does not expand or intensify an Existing Lawful Use shall not, by itself, require the entire property to be brought into compliance with standards applicable to new development, subject to building, fire, health, and safety codes.

4.6 Public Health and Safety. All Existing Lawful Uses remain subject to generally applicable laws adopted to protect public health and safety, including fire, building, sanitation, animal welfare, nuisance, floodplain, and environmental requirements, to the extent those laws may lawfully apply to existing uses.

4.7 Damage or Destruction. The right to reconstruct or restore a noncomplying structure or a structure containing a nonconforming use following fire or other calamity shall be determined under applicable state law and City Code. This Agreement does not narrow or expand those statutory rights.

4.8 Existing Rural Heritage Displays. To the extent lawful and after verification that the condition lawfully existed before annexation, an Existing Rural Heritage Display identified in Exhibit E may remain in substantially the same location, arrangement, and character and shall not be treated as unlawful outdoor junk, vehicle storage, or equipment storage solely because an individual item is antique, inoperable, or unlicensed. A material expansion, relocation, or change in character of the display is subject to the City Code then in effect. This Section does not authorize any inoperable vehicle, machinery, or material that is not documented as part of the Existing Rural Heritage Display in Exhibit E and does not limit the City's authority to address a direct threat to public health or safety.

ARTICLE V
AGRICULTURAL OPERATIONS AND LIVESTOCK

5.1 Agricultural Character. The City acknowledges the historical agricultural character of portions of the Annexation Area and intends that lawful agricultural activities may continue consistent with the A-1 zoning district and applicable law.

5.2 Continuation of Existing Agricultural Operations. An Existing Agricultural Operation may continue after annexation, including active livestock management, grazing, feeding, irrigation, fencing, corrals, barns, sheds, equipment storage, and other customary agricultural activities that were lawfully conducted before the Effective Date.

5.3 No Urban Improvement Trigger from Existing Agriculture. The continuation of an Existing Agricultural Operation, without Future Development, does not by itself require the owner to extend sanitary sewer, construct regional storm drainage, improve or urbanize adjacent roadways, install curb, gutter, sidewalk, or street lighting, or extend other municipal utilities.

5.4 Expansion or New Agricultural Uses. A new agricultural use or a material expansion or intensification of an Existing Agricultural Operation after the Effective Date is subject to the then-applicable A-1 standards, animal regulations, conditional use requirements, and other City Code provisions.

5.5 Cessation, Voluntary Conversion, and Redevelopment. Agricultural use protections continue unless the use is lawfully abandoned or discontinued, the owner voluntarily converts the property to another principal use, or the owner proceeds with approved Future Development that replaces the agricultural use. A sale or other transfer of ownership, by itself, does not terminate an Existing Agricultural Operation or any legal nonconforming right arising under state law.

5.6 Ownership Changes. A change in ownership alone does not require an Existing Agricultural Operation to cease or require the property to be brought into compliance with development standards applicable to a new subdivision or new principal use.

5.7 Nuisance and Operational Standards. Nothing in this Agreement authorizes an agricultural operation to create an unlawful nuisance or violate applicable public health, water quality, animal welfare, or environmental requirements. Normal agricultural impacts shall be evaluated in light of the lawfully established agricultural character of the area.

5.8 Normal Agricultural Impacts. Normal and ordinary impacts associated with a lawful Existing Agricultural Operation, including animal vocalizations, odors, manure and feed handling, cultivation, irrigation, planting, harvesting, operation of agricultural equipment, tractor and truck movement, dust, and seasonal work conducted during early morning or evening hours, shall not be treated as a City Code violation or public nuisance solely because the activity causes annoyance or inconvenience to a nearby resident, when the activity is conducted in the normal and ordinary course of an agricultural operation or in accordance with sound agricultural practices. This Section does not protect an activity that violates applicable law or bears a direct relationship to public health or safety, animal welfare, water quality, environmental protection, or criminal conduct.

5.9 Other Agricultural Protections. Nothing in this Agreement limits any right or protection available under an agriculture protection area, right-to-farm law, or other applicable state law.

5.10 Existing Agriculture Protection Area. The property identified in Exhibit E as the Wade/Percival Agriculture Protection Property is represented to be included within a recorded agriculture protection area. Before execution, the applicable parcel numbers, legal description, county recorder entry number, creation date, boundaries, and current status shall be verified. Unless and until the property is lawfully removed from the agriculture protection area, the City shall recognize and administer the property consistent with Utah Code Title 17, Chapter 81. Annexation alone shall not be treated as terminating the protection area status. The City shall reasonably coordinate with Davis County concerning any post-annexation review required by applicable law. Nothing in this Agreement represents that the City may waive, terminate, or modify a protection created by state law without the findings, procedures, and owner consent required by applicable law.

5.11 Notice to Nearby Future Development. The owner or developer of any new subdivision development located in whole or in part within three hundred feet of the boundary of a recorded agriculture protection area shall place on the subdivision plat the notice required by applicable Utah law, using the statutory wording in effect when the plat is recorded. To the extent lawful and reasonably related to the development, the City may also require the same or a substantially similar agricultural notice to be included in a parcel-specific development agreement, recorded covenants, initial purchaser disclosure, or other recorded development document. The notice is intended to inform future owners and residents that normal agricultural uses and activities may produce noise, odors, dust, traffic, animal sounds, and other inconveniences and that those impacts may be legally protected.

ARTICLE VI
EXISTING INFRASTRUCTURE AND CITY CAPITAL IMPROVEMENTS

6.1 No Current City Extension Plan. As of the Effective Date, the City has no adopted commitment or funded capital project to construct or extend sanitary sewer, regional storm drainage, improved roadways, curb, gutter, sidewalk, culinary water, secondary water, land drain facilities, street lighting, parks, trails, or other urban infrastructure throughout the Annexation Area solely because of annexation.

6.2 No Service Commitment Created by Annexation. Annexation does not obligate the City to construct, finance, or install Public Improvements within or adjacent to the Annexation Area and does not guarantee the availability, capacity, timing, pressure, elevation, location, or level of any utility or municipal service.

6.3 Existing Conditions. The Annexation Area is expected to remain generally in its existing rural and agricultural condition until Future Development creates a need for improvements or the City Council independently approves and funds a public capital project.

6.4 Maintenance Distinguished from Capital Improvement. Nothing in this Article eliminates a governmental entity's ordinary maintenance responsibilities for facilities under its jurisdiction. However, maintenance does not include an obligation to widen, pave, urbanize, relocate, increase capacity, or otherwise improve a facility to serve Future Development.

6.5 Future Legislative and Budget Authority. The City Council retains discretion to amend capital plans, adopt utility plans, prioritize projects, and appropriate funds in future fiscal years. No present or future council is required to fund an improvement absent a lawful appropriation and written commitment.

ARTICLE VII

FUTURE DEVELOPMENT AND INSTALLATION OF UTILITIES AND PUBLIC IMPROVEMENTS

7.1 Compliance with Current Requirements. Future Development shall comply with the substantive City Code, engineering standards, utility master plans, adopted impact fee facilities plans, and other applicable requirements in effect under Utah vesting law at the time of a complete land use application.

7.2 Developer Responsibility. The owner or developer proposing Future Development shall, at its cost, design, obtain approvals for, acquire necessary easements for, construct, test, dedicate, and warrant the on-site and off-site Public Improvements reasonably necessary to serve the development and mitigate its impacts, subject to applicable exaction law.

7.3 Sanitary Sewer. The City has no present commitment to extend sanitary sewer into the Annexation Area. Future Development requiring sewer service shall connect to an approved public sanitary sewer system and shall construct any necessary extensions, lift facilities, off-site lines, easements, and appurtenances in accordance with City standards and the requirements of any affected service provider. The City does not guarantee that a gravity connection, basement service, or any particular point of connection will be feasible.

7.4 Storm Drainage. The City has no present commitment to construct a regional storm drain system or detention facility for the Annexation Area. Future Development shall provide drainage studies and construct on-site and off-site collection, detention, retention, conveyance, water quality, and discharge improvements required to safely manage post-development runoff without adversely affecting other property or public facilities.

7.5 Roadways and Access. The City has no present commitment to widen, pave, reconstruct, or urbanize roadways within the Annexation Area solely because of annexation. Future Development shall provide legal and adequate access and construct frontage, intersection, right-of-way, pavement, curb, gutter, sidewalk, trail, lighting, and transportation improvements reasonably required by the development and applicable plans and standards.

7.6 Culinary and Secondary Water. Annexation does not place the Annexation Area within a particular water provider's service area or guarantee water service. Existing residences, agricultural operations, and other Existing Lawful Uses shall not be required, solely as a consequence of annexation, to connect to a pressurized secondary water system or to obtain additional water rights, shares, or service entitlements. Unless an owner voluntarily requests service, connection to secondary water may be required only in connection with Future Development and only after the owner or developer has obtained sufficient lawful water rights, shares, or other service entitlement; confirmed available system capacity; obtained all required approvals from Davis and Weber Counties Canal Company, Hooper Irrigation Company, or another applicable provider; and constructed or funded the off-site and on-site facilities necessary to provide service. Each Future Development shall secure lawful culinary and secondary water service, capacity, provider approvals, boundary adjustments, and necessary off-site and on-site facilities as required by applicable law, City standards, and provider requirements. The City is not responsible for the acts, approvals, capacity, rates, timing, or requirements of an independent water or irrigation provider.

7.7 Land Drain and Other Utilities. The City has no present commitment to construct a land drain system or other utility extension in the Annexation Area. A land drain, dewatering, power, natural gas, telecommunications, or other facility may be required if necessary for Future Development and shall be provided by the developer or applicable utility provider, subject to law and approved plans.

7.8 Intergovernmental and Provider Coordination. Development may require approvals or agreements involving Davis County, West Point City, the Utah Department of Transportation, Hooper Water Improvement District, Hooper Irrigation Company, Davis and Weber Counties Canal Company, or other agencies and utility providers. The City will reasonably coordinate within its authority but does not guarantee third-party approval.

7.9 Studies and Easements. Before approval, the City may require engineering, traffic, drainage, geotechnical, utility capacity, environmental, fire flow, and other studies reasonably related to the proposed development. The developer shall obtain and dedicate or convey all necessary easements and rights-of-way, subject to applicable exaction limitations.

7.10 Phasing. Public Improvements may be phased with Future Development when the City determines that the phasing provides safe and adequate service and is consistent with applicable plans. The City is not required to allow development ahead of necessary infrastructure.

7.11 Exactions and Proportionality. Any development exaction imposed by the City shall comply with Utah Code Section 10-20-911 and other applicable constitutional and statutory requirements, including the required essential link and rough proportionality between the exaction and the impact of the proposed development.

7.12 System Improvements and Oversizing. If the City requests a facility size or capacity beyond that reasonably attributable to a development, the Parties shall address the incremental cost through an impact fee credit, reimbursement agreement, participation agreement, or other lawful mechanism to the extent required by the Utah Impact Fees Act or other applicable law. This Agreement does not itself promise reimbursement or obligate the City to fund an improvement.

7.13 No Reimbursement Without Prior Written Approval. A developer shall not be entitled to reimbursement, impact fee credit, or City participation for an improvement unless the entitlement is required by law or is established in a written agreement approved by the City before construction. Voluntary construction does not create an implied reimbursement obligation.

7.14 Adequate Facilities Before Permits. The City may withhold subdivision plat recording, construction approval, building permits, certificates of occupancy, or utility connections until required improvements, financial assurances, provider approvals, and adequate services are available, to the extent authorized by law.

7.15 No Representation of Buildability. The City makes no representation regarding soil conditions, groundwater, wetlands, flood hazards, utility feasibility, road access, environmental constraints, development yield, or economic feasibility within the Annexation Area. Each owner and developer is responsible for independent investigation.

ARTICLE VIII

LAND USE APPLICATIONS, VESTED RIGHTS, AND RESERVED POWERS

8.1 No General Vesting by Annexation. Except for the express contractual provisions of this Agreement, annexation and initial zoning do not vest a right to a particular development plan, density, number of units, lot configuration, utility design, development schedule, or approval.

8.2 Vesting Under State Law. A land use applicant may obtain vested rights only as provided by Utah Code Section 10-20-902 and other applicable law, including submission of a complete land use application and payment of required fees. This Agreement does not expand or diminish statutory vesting rights.

8.3 Code Not Frozen. The City Code is not frozen as of the Effective Date. Future Development is subject to the regulations applicable under Utah vesting law, together with later-enacted regulations that lawfully apply to a vested application.

8.4 Reserved Police Powers. The City retains all legislative, police, taxing, fee-setting, eminent domain, and regulatory powers that may not lawfully be contracted away, including authority to adopt generally applicable requirements necessary to protect public health and safety.

8.5 Fees Not Vested. Application fees, utility rates, impact fees, inspection fees, and other charges are not fixed by this Agreement and shall be those lawfully in effect when imposed, unless a separate written agreement expressly provides otherwise.

8.6 Future Parcel-Specific Agreements. The City and an affected property owner may enter into a future parcel-specific development agreement. A later agreement may supplement or supersede this Agreement for the affected parcel if it expressly identifies the provisions being modified and is approved through the process required by law.

ARTICLE IX
ADMINISTRATION AND ENFORCEMENT

9.1 City Administration. The City Manager or designee may administer this Agreement, approve nonmaterial administrative clarifications, coordinate preparation of exhibits, and execute documents necessary to implement City Council approvals, but may not approve a material amendment reserved to the City Council.

9.2 Inspections and Access. The City may enter property at reasonable times and in a lawful manner to conduct inspections related to an application, permit, public improvement, or suspected violation. Nothing in this Agreement creates a broader right of entry than allowed by law.

9.3 Code Enforcement. The City may enforce the City Code, permit conditions, approved plans, and this Agreement through available administrative, civil, or criminal remedies, including stop-work orders and withholding of approvals to the extent authorized by law.

9.4 Administrative Property Identification. Within sixty days after the Effective Date, and to the extent permitted by system capabilities and applicable records policies, the City Manager shall cause an informational notation to be placed in the City's code enforcement property record for each property or site feature identified in Exhibit E. The notation for an Existing Rural Heritage Display shall identify the documented display and advise reviewing personnel that the display is recognized under Section 4.8 and should not be cited as unlawful junk, vehicle storage, or equipment storage solely because an identified item is antique, inoperable, or unlicensed, while preserving enforcement authority for a material expansion, materially changed storage conditions, leaking fluids, uncontrolled weeds, loose parts, traffic or drainage obstruction, exposed hazards, or other conditions outside the protection of Section 4.8. The notation for an Existing Agricultural Operation or agriculture protection area shall identify the property's recorded or documented status and advise reviewing personnel that normal agricultural noise, odors, animal activity, equipment operation, irrigation, and food-production activities may be protected by state law and should be evaluated in that context before enforcement action is initiated. The City Manager shall also request that an appropriate informational notation be placed in the Spillman or successor public-safety records system for each property identified in Exhibit E as an Existing Agricultural Operation or agriculture protection area.

9.5 Complaint Review and Public Safety Response. An administrative notation under Section 9.4 is informational only and shall not suppress dispatch, prevent a lawful investigation, or prohibit enforcement of an actual violation. Complaints alleging an emergency, criminal conduct, animal cruelty, unsafe confinement, environmental contamination, or a direct threat to public health or safety shall be handled under applicable law and departmental policy. When a complaint concerns only impacts normally associated with a documented and lawful agricultural operation, City personnel shall review the property notation and applicable agricultural protections before determining whether an inspection, warning, citation, or other enforcement action is warranted. When a complaint concerns a documented Existing Rural Heritage Display, code enforcement personnel shall review Section 4.8 and the applicable Exhibit E documentation before initiating enforcement. Repeated complaints presenting no materially new facts may be documented and administratively closed when permitted by law and City policy.

9.6 No Third-Party Approval Warranty. A City approval does not represent that another agency, service provider, lender, title company, or governmental entity will grant a required approval or provide service.

ARTICLE X
DEFAULT AND REMEDIES

10.1 Notice of Default. Except in an emergency or where immediate action is authorized by law, a Party claiming default shall provide written notice describing the default and the action reasonably necessary to cure it.

10.2 Opportunity to Cure. The defaulting Party shall have thirty days after receipt of notice to cure the default. If the default cannot reasonably be cured within thirty days, the defaulting Party shall commence cure within that period and diligently proceed to completion.

10.3 Available Remedies. Subject to applicable law, an aggrieved Party may seek declaratory relief, injunctive relief, specific performance, or other lawful remedies. Nothing in this Agreement waives governmental immunity, statutory notice requirements, damages limitations, or other defenses available to the City.

10.4 Emergency and Public Safety Actions. The City may take immediate action without a cure period when reasonably necessary to address an imminent threat to public health or safety, prevent unlawful construction, or protect public property or utilities.

10.5 Attorney Fees. Each Party shall bear its own attorney fees and costs unless a court awards fees under an applicable statute or rule or the Parties later agree otherwise in writing.

10.6 Force Majeure. A Party is not in default for delay caused by an event beyond the Party's reasonable control, including natural disaster, war, epidemic, governmental order, utility interruption, or labor disruption, provided the Party diligently resumes performance when reasonably possible. Lack of financing or ordinary market conditions do not constitute force majeure.

ARTICLE XI
GENERAL PROVISIONS

11.1 Term and Periodic Review. This Agreement remains effective until terminated or superseded in accordance with this Agreement. The City and Participating Owners may review the Agreement after twenty years, or at another mutually agreed time, to determine whether amendments are appropriate, but the passage of time alone does not terminate the Agreement. Termination or amendment does not create a City obligation to install infrastructure, alter the zoning map without the required legislative process, or extinguish a statutory legal nonconforming right.

11.2 Covenants Running with Participating Property. To the extent lawful, the obligations applicable to a Participating Owner are covenants running with the parcel identified in that owner's signature block or joinder and bind successors and assigns during the term of this Agreement. The City may record this Agreement and each joinder in the Davis County Recorder's Office.

11.3 Transfer and Release. Upon transfer of all interest in a Participating Owner's parcel, the transferring owner is released from obligations arising after the transfer, except obligations that accrued before transfer. The successor is bound to the extent provided by this Agreement and applicable law.

11.4 Amendment. A material amendment requires a written instrument approved by the City Council and signed by the owner or owners of the parcels directly affected by the amendment. An amendment affecting zoning or another legislative land use regulation is subject to all required public processes. An owner whose parcel is not affected need not sign the amendment.

11.5 Termination. The City and all Participating Owners may terminate this Agreement by a recorded written instrument. The City and an affected Participating Owner may terminate or supersede this Agreement as to that owner's parcel through a recorded parcel-specific agreement approved by the City Council.

11.6 Notices. Notices shall be in writing and delivered personally, by nationally recognized overnight courier, by certified United States mail, return receipt requested, or by email with confirmation of receipt. Notice addresses are stated below and may be changed by written notice.

To City:	Clinton City Corporation Attn: City Manager 2267 North 1500 West Clinton, Utah 84015 tcahoon@clinton.utah.gov
To Owner:	At the address listed in the applicable owner signature block or joinder, with a copy to any additional address identified there.

11.7 Governing Law and Venue. Utah law governs this Agreement. Any judicial action shall be filed in a state court of competent jurisdiction in Davis County, Utah, subject to any mandatory venue or jurisdiction requirement.

11.8 Conflict and Interpretation. State and federal law control over any inconsistent provision. The annexation ordinance and adopted legal plat control the municipal boundary. The zoning ordinance and adopted zoning descriptions control zoning classifications. This Agreement controls the contractual relationship of the Parties only to the extent lawful. The headings are for convenience and do not limit interpretation.

11.9 Severability and Reformation. If a provision is held invalid or unenforceable, the remaining provisions remain effective. A court should reform an invalid provision to the minimum extent necessary to make it lawful while preserving the Parties' intent.

11.10 No Waiver. A failure to enforce a provision is not a waiver of future enforcement. A waiver is effective only if written and signed by the waiving Party.

11.11 No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties and their lawful successors. It creates no right in an adjacent owner, utility provider, governmental entity, resident, lender, or other third party.

11.12 Entire Agreement. This Agreement and its exhibits contain the entire agreement concerning the subjects addressed herein and supersede prior drafts, negotiations, and representations concerning those subjects, including the draft agreement previously prepared solely for Lone Pine Development LLC.

11.13 Counterparts and Electronic Signatures. This Agreement and joinders may be executed in counterparts. Electronic or scanned signatures may be used for approval purposes, but recordable originals or legally acceptable electronic records shall be provided for recording.

11.14 Authority. Each person signing represents that the person has authority to bind the identified Party or property owner. Each entity owner shall provide evidence of authority reasonably requested by the City or title company.

11.15 Exhibits. The following exhibits are incorporated by reference: Exhibit A, Annexation Area Legal Description and Plat; Exhibit B, Initial Zoning Map; Exhibit C, Lone Pine R-1-10 Exception Area; Exhibit D, Nilson R-M Exception Area; Exhibit E, Existing Agricultural Operations and Rural Heritage Features Inventory; Exhibit F, Form of Participating Owner Joinder; and Exhibit G, Nilson R-M Concept Plan.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as provided herein.

CLINTON CITY CORPORATION

_____	_____
Marie Dougherty, Mayor	Date

ATTEST:

_____	_____
Lisa Titensor, City Recorder	Date

APPROVED AS TO FORM:

_____	_____
Clinton City Attorney	Date

PARTICIPATING OWNER

[INSERT FULL LEGAL NAME OF OWNER AND ENTITY TYPE]

_____	_____
Signature	Date

Printed Name	Title, if applicable
Notice Address	Email Address

Property Bound by this Signature: *[INSERT PARCEL NUMBER(S) AND/OR LEGAL DESCRIPTION REFERENCE]*

STATE OF UTAH

COUNTY OF DAVIS

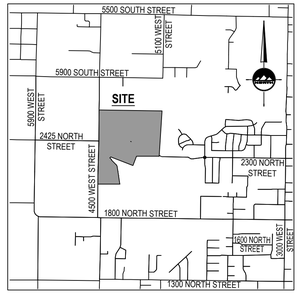
The foregoing instrument was acknowledged before me on _____, 20____, by _____, as _____ of _____, who represented that the signer was authorized to execute this Agreement.

Notary Public	My Commission Expires

EXHIBIT A
ANNEXATION AREA LEGAL DESCRIPTION AND PLAT

WEST CLINTON ANNEXATION PLAT

LOCATED IN THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 19, AND THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN CLINTON CITY, DAVIS COUNTY, UTAH OCTOBER 2025



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, **TRENT R. WILLIAMS** do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. **8034679** as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as **WEST CLINTON ANNEXATION PLAT**, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area re-quirements of the applicable zoning ordinances.

ANNEXATION BOUNDARY DESCRIPTION

A tract of land, situated in the South half of Section 19 and the North half of Section 30, Township 5 North, Range 2 West, Salt Lake Base and Meridian also being situated in Davis County, Utah. Being more particularly described as follows:

Beginning at the Southeast corner of said Section 19, Also being on the northerly line of that "Plat of Addition to the Corporate Limit of Clinton City" in a certain Plat recorded October 24, 2003 as Entry No. 1926334 at the Davis County Recorder's Office and running thence along the boundary of said annexed area the following three (3) courses and distances:

1) West 1012.36 feet;
2) South 25°59'16" West 104.94 feet;
3) thence southwesterly 352.61 feet along the arc of a 2635.30 foot radius non-tangent curve to the left (center bears South 64°00'43 E and the long chord bears South 22°09'18" West 352.34 feet with a central angle of 07°39'58") to the northerly line of that "COMPTON ANNEXATION PLAT OF ADDITION TO THE CORPORATE LIMIT OF CLINTON CITY" in a certain Plat recorded September 22, 2025 as Entry No. 3634742 at the Davis County Recorder's Office;

thence along the boundary of said annexed area the following ten (10) courses and distances:

1) North 69°13'30" West 1116.82 feet;
2) South 40°00'00 West 97.32 feet;
3) South 39°41'01" East 136.18 feet;
4) South 35°07'42" West 22.77 feet;
5) South 45°54'13" East 266.43 feet;
6) South 27°15'50" East 112.58 feet;
7) South 13°08'34" East 76.02 feet;
8) South 9°58'02" East 88.72 feet;
9) South 8°01'06" East 558.80 feet;
10) North 89°59'34" West 883.51 feet to the southeasterly corner of that annexed area of that "PLAN OF ANNEXATION THE CORPORATE LIMITS OF WEST POINT CITY" in a certain Plat recorded January 22, 2007 as Entry No. 2237819 at the Davis County Recorder's Office;

thence along the boundary of said annexed area the following two (2) courses and distances:

1) North 0°41'00" East 1221.75 feet;
2) North 89°57'54" West 17.67 feet to the southeasterly corner of that annexed area of that "Plat of Annexation The Corporate Limits of West Point City" in a certain Plat recorded March 07, 2008 as Entry No. 2347142 at the Davis County Recorder's Office;

thence North 0°12'29" East 938.10 feet to a point on the southerly line of that annexed area of that "ANNEXATION TO WEST POINT CITY ORDINANCE NO. 10-15-2024A" in a certain Plat recorded December 5, 2024 as Entry No. 3597763 at the Davis County Recorder's Office;

thence along the boundary of said annexed area the following two (2) courses and distances:

1) South 89°56'43" East 29.46 feet;
2) North 0°16'02" East 1111.19 feet to the Davis and Weber County Line;

thence South 89°53'58" East 2717.50 feet along said County Line to the northwesterly corner of the "Plat of Addition to the Corporate Limit of Clinton City" in a certain Plat recorded October 24, 2003 as Entry No. 1926334 at the Davis County Recorder's Office;

thence South 0°04'59" East 2044.50 feet along the boundary of said annexed area to the Point of Beginning.

Contains: 6,757,704 square feet or 155.136 acres.

PROFESSIONAL LAND SURVEYOR — Electronic Seal — No. 8034679 — TRENT R. WILLIAMS — STATE OF UTAH

October 20, 2025
Date

Trent R. Williams, PLS
License no. 8034679

CLINTON CITY CORPORATION ACCEPTANCE

Known by all men present that we the undersigned have by authority acting for and in behalf of CLINTON CITY Corporation do accept by city ordinance, the land described on this plat to be included in the corporate limits of Clinton City, Davis County, Utah as the

WEST CLINTON ANNEXATION PLAT

In witness whereof , we have hereunto set our hands this _____ day of _____, A.D., 20 ____.

Clinton City Mayor

Attest:

DEVELOPER
CASTLE CREEK HOMES
1263 SIR BARTON DRIVE
KAYSVILLE, UT 84037
DEREK TERRY
435-668-6844

SHEET 1 OF 2

PROJECT NUMBER : 14088
MANAGER : C.PRESTON
DRAWN BY : J.RINDLISBACHER
CHECKED BY : T. WILLIAMS
DATE : 2025-10-17

WEST CLINTON ANNEXATION PLAT

LOCATED IN THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 19, AND THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____, 20_____,
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE

DAVIS COUNTY RECORDER

BY _____
DEPUTY RECORDER

ENSIGN — THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100
WWW.ENSIGNENG.COM

SANDY Phone: 801.255.0529
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE CLINTON CITY ENGINEER

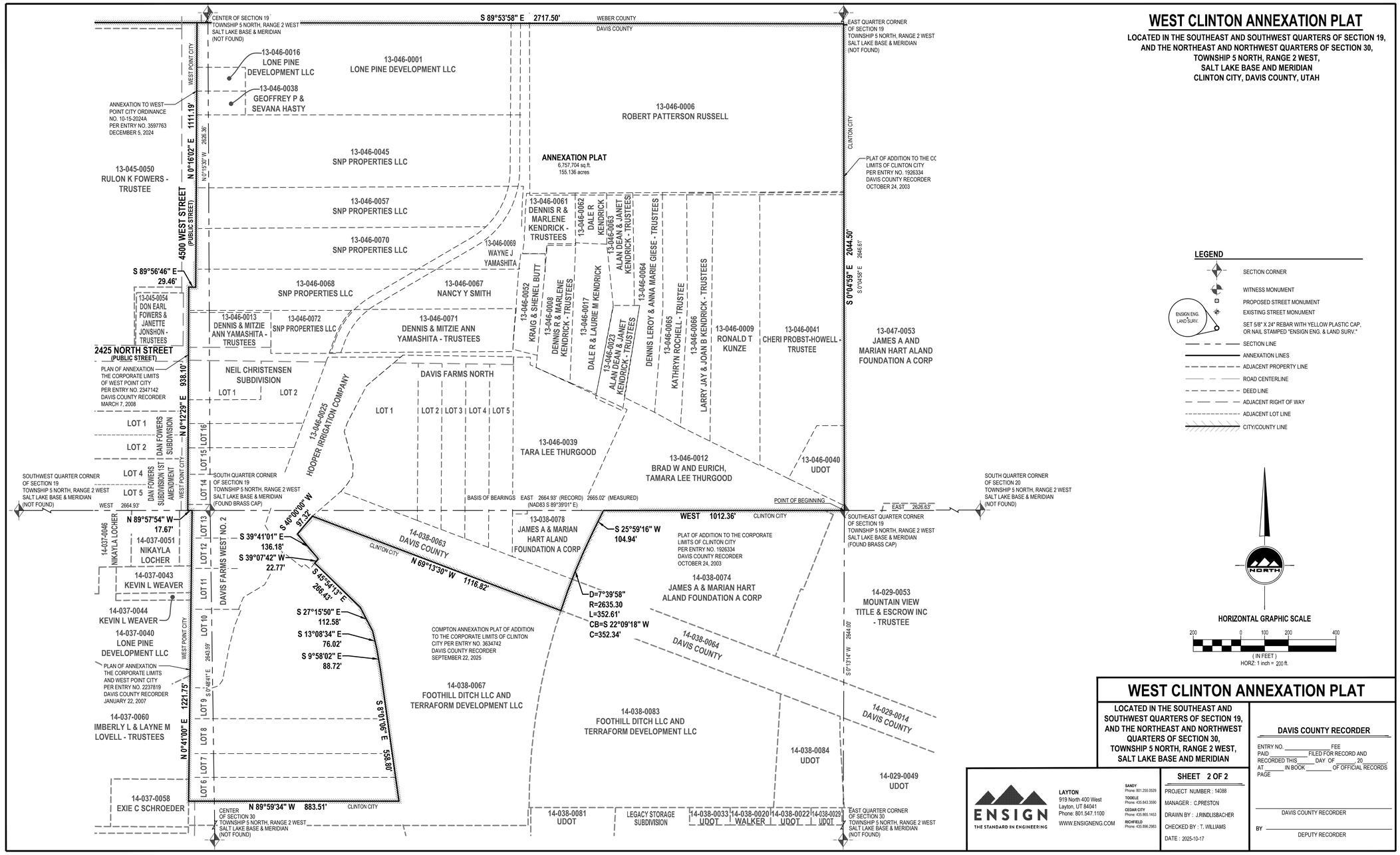
CLINTON CITY ENGINEER

DAVIS COUNTY SURVEYOR

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE DAVIS COUNTY SURVEYOR

DAVIS COUNTY SURVEYOR

EXHIBIT A
ANNEXATION AREA LEGAL DESCRIPTION AND PLAT



WEST CLINTON ANNEXATION PLAT

LOCATED IN THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 19, AND THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN CLINTON CITY, DAVIS COUNTY, UTAH

LEGEND

- SECTION CORNER
- WITNESS MONUMENT
- PROPOSED STREET MONUMENT
- EXISTING STREET MONUMENT
- SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- SECTION LINE
- ANNEXATION LINES
- ADJACENT PROPERTY LINE
- ROAD CENTERLINE
- DEED LINE
- ADJACENT RIGHT OF WAY
- ADJACENT LOT LINE
- CITY/COUNTY LINE

ENSIGN ENG. LAND SURV.

NORTH

HORIZONTAL GRAPHIC SCALE

200 0 100 200 400

(IN FEET)

HORZ: 1 inch = 200 ft.

WEST CLINTON ANNEXATION PLAT

LOCATED IN THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 19, AND THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____, 20__
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

DAVIS COUNTY RECORDER

BY _____
DEPUTY RECORDER

ENSIGN
THE STANDARD IN ENGINEERING

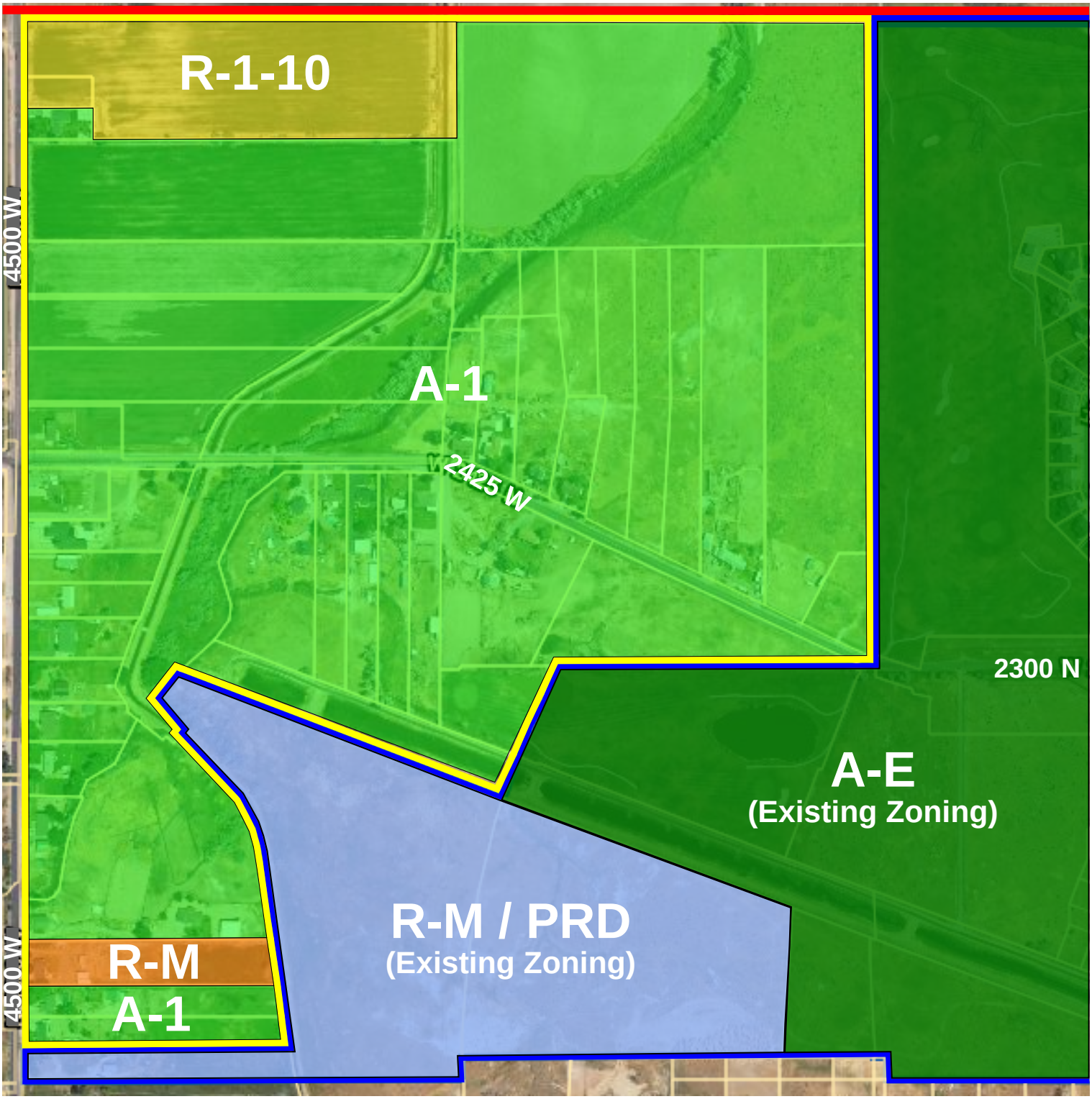
LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100
WWW.ENSIGNENG.COM

SANDY Phone: 801.255.0529
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

SHEET 2 OF 2

PROJECT NUMBER : 14088
MANAGER : C.PRESTON
DRAWN BY : J.RINDLISBACHER
CHECKED BY : T. WILLIAMS
DATE : 2025-10-17

Exhibit B
Initial Zoning Map



A-1 Zone (Agricultural Zone)

R-M Zone (Residential Multi-Family)

R-1-10 Zone (Residential Single-Family)

A-1 Zone (Agricultural Estate Zone)

R-M/PRD Zone (Planned Residential Development Overlay Zone)

Clinton City Boundary

Annexation Area Boundary

Davis/Weber County Boundary

N

EXHIBIT C

LONE PINE R-1-10 EXCEPTION AREA

Parcel #: 13-046-0001
Legal Description: BEG 8.50 CHAINS S FR NW COR OF SE 1/4 OF SEC 19-T5N-R2W, SLM; TH W 0.86 CHAINS; TH S 203.26 FT; TH E 217 FT; TH S 200 FT; TH E 1158.44 FT; TH N 6.11 CHAINS, TH W 20 CHAINS TO THE POB. CONT. 11.694 ACRES (WENT TO 13-046-0015 & 0016)

Parcel #: 13-046-0016
Legal Description: BEG ON THE E LINE OF 4500 WEST STR AT A PT WH IS S 864.26 FT & W 55.44 FT, M/L, FR THE NW COR OF THE SE 1/4 OF SEC 19-T5N-R2W, SLM; & RUN TH N 100 FT; TH E 217 FT; TH S 100 FT; TH W 217 FT TO THE POB. CONT. 0.498 ACRES

Current drafting reference: The prior draft identified Lone Pine Development LLC parcels 13-046-0001 and 13-046-0016, totaling approximately 12.19 acres. Verify ownership, acreage, parcel configuration, and the final legal description before adoption.

EXHIBIT D

NILSON R-M EXCEPTION AREA

Legal Description: ALL OF LOT 8, DAVIS FARMS WEST NO. 2.

The zoning map shall identify the boundaries of Lot 8, Davis Farms West No. 2, and its relationship to the adjoining Heritage Trails project. See Exhibit G for the illustrative concept plan.

Title verification note: Before execution and recordation, confirm the exact owner entity, parcel number, acreage, plat recording information, and the sufficiency of the legal description. The controlling parcel-specific standards are stated in Section 3.4.

EXHIBIT E

EXISTING AGRICULTURAL OPERATIONS AND RURAL HERITAGE FEATURES INVENTORY

Purpose. This inventory may document known agricultural and livestock operations and recognized rural heritage features for administrative convenience. The inventory is intended to assist code enforcement, public-safety, planning, and other City personnel in reviewing the existing lawful character and documented protections of each listed property or feature. The inventory is not intended to exclude an otherwise lawful use or feature merely because it was inadvertently omitted. Each listed owner should verify the description before execution.

Parcel No.	Owner	Existing Use	Livestock/Facilities	Verified

E-1. THURGOOD EXISTING RURAL HERITAGE DISPLAY

Owner of Record: TARA LEE THURGOOD

Parcel Number(s): 13-046-0039

Owner of Record: BRAD W THURGOOD &

TAMARA LEE EURICH

Parcel Number(s): 13-046-0012

Location and Description:

Documentation: Attach dated photographs, a site sketch, and a brief inventory identifying the items that comprise the display on the Effective Date. The inventory should state that the items are maintained as a decorative or historic agricultural display and are not maintained for dismantling, salvage, repair, commercial inventory, or waste storage.

Conditions of Recognition: Continued recognition is subject to Section 4.8 and does not extend to later additions or materially different storage conditions.

E-2. WADE/PERCIVAL AGRICULTURE PROTECTION PROPERTY

Owner of Record: [VERIFY EXACT OWNER NAME OR ENTITY]

Parcel Number(s): [VERIFY AND INSERT]

Legal Description: [ATTACH OR INSERT]

Agriculture Protection Area Recorder Entry Number: [VERIFY AND INSERT]

Creation and Review Dates: [VERIFY AND INSERT]

Existing Agricultural Activities: [DESCRIBE LIVESTOCK, ANIMAL MANAGEMENT, CROP OR FOOD PRODUCTION, FARM EQUIPMENT, IRRIGATION, AND OTHER NORMAL OPERATIONS]

Administrative Property Notation: Agriculture protection area and existing lawful agricultural operation. Normal animal sounds, odors, dust, manure and feed handling, equipment operation, irrigation, cultivation, harvesting, and related food-production activities may be protected by Utah law when conducted in the normal and ordinary course of an agricultural operation or in accordance with sound agricultural practices. Review the recorded protection area status and applicable law before initiating enforcement. This notation does not prevent emergency response or enforcement involving public health or safety, animal welfare, environmental violations, or criminal conduct.

EXHIBIT F

FORM OF PARTICIPATING OWNER JOINDER

JOINDER TO WEST CLINTON ANNEXATION AND LAND USE CONDITIONS AGREEMENT. The undersigned is the owner of the property identified below and hereby joins in, consents to, and agrees to be bound by the West Clinton Annexation and Land Use Conditions Agreement recorded in the office of the Davis County Recorder as Entry No. _____ (the "Agreement"), as if the undersigned were an original signatory. Capitalized terms have the meanings stated in the Agreement.

Owner Legal Name: *[INSERT]*

Entity Type and State: *[INSERT]*

Parcel Number(s): *[INSERT]*

Legal Description: *[ATTACH AS JOINDER EXHIBIT A]*

Notice Address: *[INSERT]*

Email: *[INSERT]*

OWNER:

_____ _____

___ ___

Signature Date

_____ _____

___ ___

Printed Name Title, if applicable

_____ _____

___ ___

Additional Notice Address Email Address

STATE OF UTAH

COUNTY OF DAVIS

The foregoing instrument was acknowledged before me on _____, 20____, by _____, as _____ of _____, who represented that the signer was authorized to execute this Agreement.

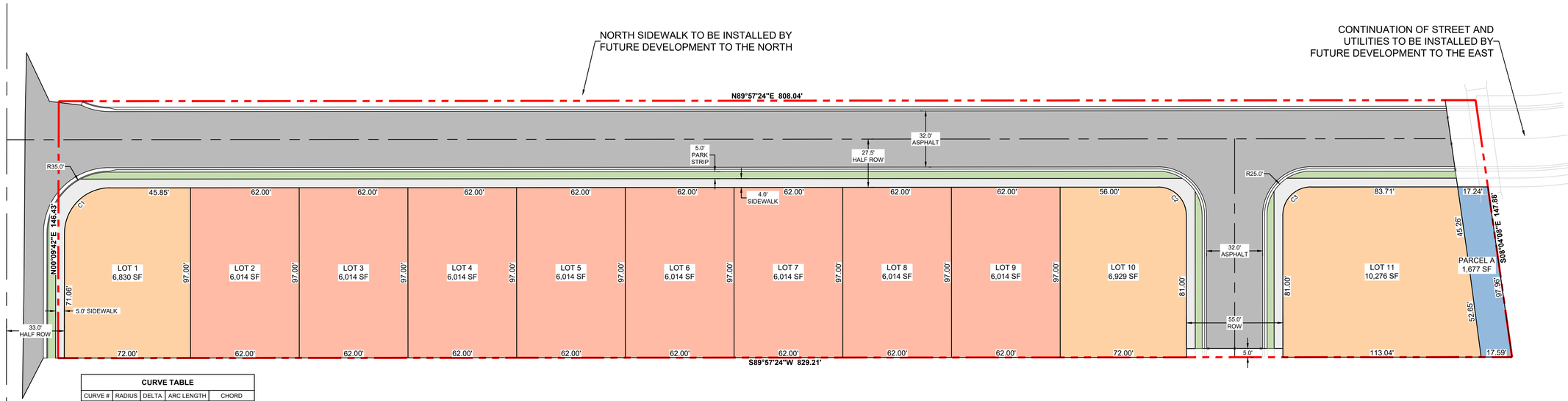
_____ _____

___ ___

Notary Public My Commission Expires

Exhibit G
Nilson R-M Concept Plan

Illustrative plan provided by Civil Solutions Group Issued 08/04/2026. Section 3.4 controls: detached single-family dwellings, one principal dwelling per lot, 10-foot interior side yards, 20-foot corner street-side yard, and a 25-foot rear yard administratively reducible to not less than 19 feet for the corner and 20 feet for the rear.



CURVE TABLE				
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	26.00	89°52'44"	40.79	S45°01'02"W 36.73
C2	16.00	90°00'00"	25.13	N45°02'36"W 22.63
C3	16.00	90°00'00"	25.13	N44°57'24"E 22.63

PARCEL DATA	
PROJECT AREA (AC.)	2.75
SINGLE FAMILY LOTS	11
DENSITY	4.00

SETBACKS (FT)	
FRONT	22
SIDE (INTERNAL)	10
SIDE (CORNER)	20
REAR	25

PARCEL LEGEND:

- INTERNAL LOTS, 62' WIDE
- CORNER LOTS, 72'+ WIDE
- PARCEL A DEDICATED TO HOOPER IRRIGATION COMPANY

N

0 30 60 Feet

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

HERITAGE TRAILS
RESIDENTIAL SUBDIVISION
CLINTON CITY, UTAH

MARK:	DATE:	DESCRIPTION:

PROJECT #: 23-029
DRAWN BY: J.BLACK
PROJECT MANAGER: J.BLACK
ISSUED: 08/04/2026

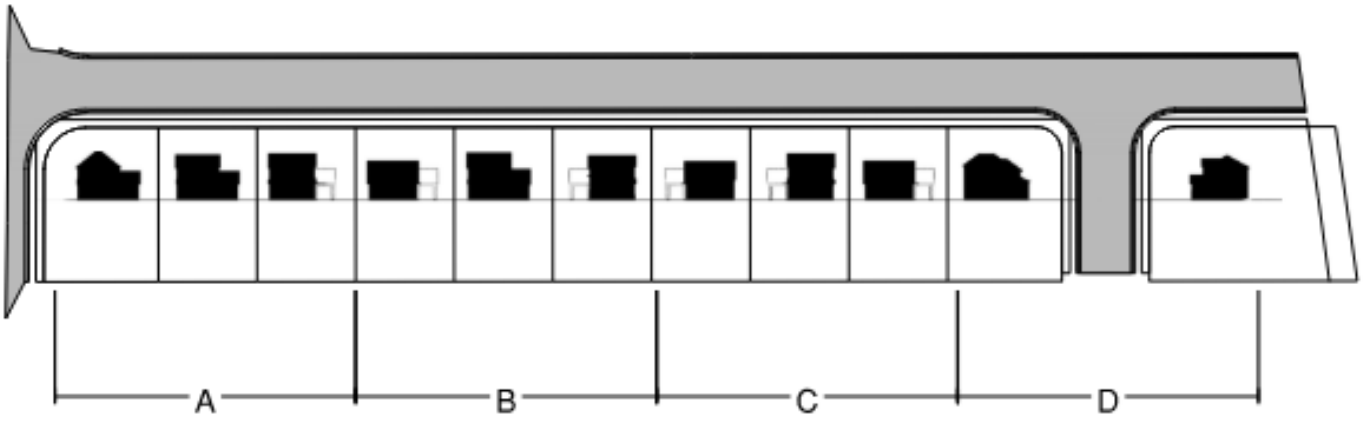
DRAFT

CONCEPT PLAN

1

P:\2023\23-029 Trail Mix LAND\Civil\AutoCAD\Archive CAD\23-029 Dbase West 60' wide lots JB 7.7.26

Exhibit H
Architectural Elevations for Nilson R-M Concept Plan





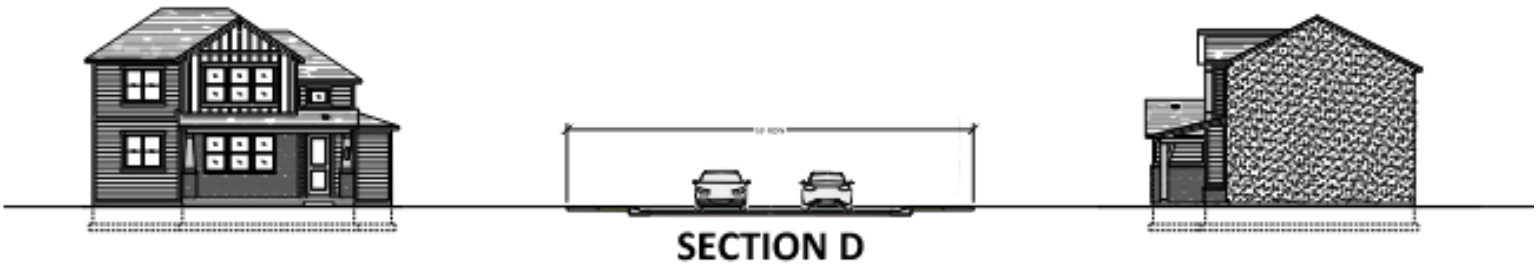
SECTION A



SECTION B



SECTION C



SECTION D

A variety of elevations and rooflines substantially similar to this depiction meets the requirements of section 3.4.4 of this agreement.
Specific elevations are provided for illustrative purposes and are subject to change. Exterior colors will be determined by developer at a later date.

Attachment D

ORDINANCE 26-06

(West Clinton Annexation)

AN ORDINANCE ANNEXING APPROXIMATELY 155.136 ACRES OF REAL PROPERTY GENERALLY LOCATED NEAR 2425 NORTH AND 4500 WEST INTO CLINTON CITY AND EXTENDING THE CORPORATE LIMITS OF CLINTON CITY; PROVIDING FOR REPEALER, FILING, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, an annexation petition has been filed seeking annexation into Clinton City of approximately 155.136 acres of unincorporated property generally located near 2425 North and 4500 West in Davis County, Utah; and

WHEREAS, the Clinton City Recorder certified the annexation petition on January 8, 2026; and

WHEREAS, the proposed annexation area is located within the City's proposed expansion area identified in the Clinton City Annexation Policy Plan; and

WHEREAS, the proposed annexation area is contiguous to the existing corporate limits of Clinton City and will close a remaining gap of unincorporated territory between Clinton City and West Point City; and

WHEREAS, a final annexation plat has been prepared under the supervision of a licensed land surveyor depicting the boundaries of the proposed annexation area and containing the legal description of the property to be annexed; and

WHEREAS, the City Council has determined that the annexation satisfies the applicable requirements of Utah law and that all required notices and procedures have been completed; and

WHEREAS, the Clinton City Council finds that annexation of the property described herein promotes orderly growth and is in the best interest of Clinton City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON CITY, UTAH:

SECTION 1. Repealer. Any provision of the Clinton City Code or prior ordinance that is inconsistent with this ordinance is hereby repealed to the extent of the inconsistency.

SECTION 2. Annexation and Extension of Corporate Limits. The following described real property, containing approximately 155.136 acres, is hereby annexed into Clinton City, and the corporate limits of Clinton City are hereby extended to include the property:

A tract of land, situated in the South half of Section 19 and the North half of Section 30, Township 5 North, Range 2 West, Salt Lake Base and Meridian, also being situated in Davis County, Utah. Being more particularly described as follows:

Beginning at the Southeast corner of said Section 19, also being on the northerly line of that “Plat of Addition to the Corporate Limit of Clinton City” in a certain Plat recorded October 24, 2003 as Entry No. 1926334 at the Davis County Recorder's Office and running thence along the boundary of said annexed area the following three (3) courses and distances:

1) West 1012.36 feet;
2) South 25°59'16” West 104.94 feet;
3) thence southwesterly 352.61 feet along the arc of a 2635.30 foot radius non-tangent curve to the left (center bears South 64°00'43” East and the long chord bears South 22°09'18” West 352.34 feet with a central angle of 07°39'58”) to the northerly line of that “COMPTON ANNEXATION PLAT OF ADDITION TO THE CORPORATE LIMIT OF CLINTON CITY” in a certain Plat recorded September 22, 2025 as Entry No. 3634742 at the Davis County Recorder's Office;

thence along the boundary of said annexed area the following ten (10) courses and distances:

1) North 69°13'30” West 1116.82 feet;
2) South 40°00'00” West 97.32 feet;
3) South 39°41'01” East 136.18 feet;
4) South 39°07'42” West 22.77 feet;
5) South 45°54'13” East 266.43 feet;
6) South 27°15'50” East 112.58 feet;
7) South 13°08'34” East 76.02 feet;
8) South 9°58'02” East 88.72 feet;
9) South 8°01'06” East 558.80 feet;
10) North 89°59'34” West 883.51 feet to the southeasterly corner of that annexed area of that “PLAN OF

ANNEXATION THE CORPORATE LIMITS OF WEST POINT CITY" in a certain Plat recorded January 22, 2007 as Entry No. 2237819 at the Davis County Recorder's Office;

thence along the boundary of said annexed area the following two (2) courses and distances:

1) North 0°41'00" East 1221.75 feet;
2) North 89°57'54" West 17.67 feet to the southeasterly corner of that annexed area of that "Plat of Annexation The Corporate Limits of West Point City" in a certain Plat recorded March 07, 2008 as Entry No. 2347142 at the Davis County Recorder's Office;

thence North 0°12'29" East 938.10 feet to a point on the southerly line of that annexed area of that "ANNEXATION TO WEST POINT CITY ORDINANCE NO. 10-15-2024A" in a certain Plat recorded December 5, 2024 as Entry No. 3597763 at the Davis County Recorder's Office;

thence along the boundary of said annexed area the following two (2) courses and distances:

1) South 89°56'43" East 29.46 feet;
2) North 0°16'02" East 1111.19 feet to the Davis and Weber County Line;

thence South 89°53'58" East 2717.50 feet along said County Line to the northwesterly corner of the "Plat of Addition to the Corporate Limit of Clinton City" in a certain Plat recorded October 24, 2003 as Entry No. 1926334 at the Davis County Recorder's Office;

thence South 0°04'59" East 2044.50 feet along the boundary of said annexed area to the Point of Beginning.

Contains: 6,757,704 square feet or 155.136 acres.

SECTION 3. Annexation Plat. The West Clinton Annexation Plat, prepared by Civil Solutions Group and dated October 2025, is hereby approved and incorporated by reference as the official plat of the annexation. If a discrepancy exists between the map depiction and the legal description adopted with this ordinance, the legal description shall control.

SECTION 4. Separate Land Use Actions. Initial zoning of the annexation area and approval of the West Clinton Annexation and Land Use Conditions Agreement shall be accomplished by separate legislative action of the City Council. Nothing in this ordinance, standing alone, approves a subdivision, development plan, density, utility plan, or other land use application.

SECTION 5. Filing and Boundary Certification. The City Recorder and other appropriate City officials are authorized and directed to complete all filings, certifications, notices, and other actions required by applicable Utah law to complete the boundary action, including submission of the approved final plat and this ordinance to the appropriate state and county offices. Following issuance of the applicable certificate of boundary action, the City Recorder shall cause the documents required by law to be recorded with the Davis County Recorder.

SECTION 6. Severability. If any section, clause, sentence, or provision of this ordinance is determined to be invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 7. Effective Date. This ordinance shall take effect as provided by Utah law upon completion of the required publication or posting and the applicable statutory boundary-action process.

PASSED AND ORDERED RECORDED AND POSTED by the Council of Clinton City, Utah, this 25th day of August 2026.

_____
NOTICE PUBLISHED

_____
MARIE DOUGHERTY
MAYOR

ATTEST:

_____
LISA TITENSOR
CITY RECORDER

Posted: _____

Attachment E

ORDINANCE 26-07

(West Clinton Annexation and Land Use Conditions Agreement)

AN ORDINANCE APPROVING THE WEST CLINTON ANNEXATION AND LAND USE CONDITIONS AGREEMENT FOR APPROXIMATELY 155.136 ACRES GENERALLY LOCATED NEAR 2425 NORTH AND 4500 WEST

WHEREAS, an annexation petition has been filed seeking annexation into Clinton City of approximately 155.136 acres of unincorporated property generally located near 2425 North and 4500 West in Davis County, Utah; and

WHEREAS, the Clinton City Recorder certified the annexation petition on January 8, 2026; and

WHEREAS, the City Council is separately considering an ordinance annexing the West Clinton Annexation Area and a separate ordinance assigning the initial zoning designations for property within the Annexation Area; and

WHEREAS, Clinton City and participating property owners have prepared the West Clinton Annexation and Land Use Conditions Agreement (the "Agreement") to establish clear expectations concerning existing lawful uses and agricultural operations, municipal infrastructure and utility extensions, responsibility for improvements required by future development, and other land use conditions applicable to the Annexation Area; and

WHEREAS, the Agreement recognizes the City's intent that annexation alone will not obligate the City to extend sanitary sewer, storm drainage, roadways, culinary water, secondary water, land drain facilities, or other urban infrastructure throughout the Annexation Area; and

WHEREAS, the Agreement contains parcel-specific provisions for the Lone Pine and Nilson exception areas and includes development standards applicable to the Nilson property that supplement or differ from otherwise applicable zoning standards; and

WHEREAS, Utah Code Section 10-20-508 authorizes municipalities to enter into development agreements, including agreements relating to annexation, and requires legislative approval through the procedures applicable to land use regulations when an agreement allows land use or development that would otherwise be prohibited by applicable land use regulations; and

WHEREAS, the Clinton City Planning Commission, following the notice and public hearing required by applicable law, reviewed the Agreement and forwarded its recommendation to the City Council on August 6, 2026; and

WHEREAS, the City Council has reviewed the Agreement and finds that its approval, together with the related annexation and zoning actions, promotes orderly growth, provides reasonable certainty to existing property owners and future developers, preserves lawful agricultural and rural uses, and is in the best interest of Clinton City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON CITY, UTAH:

SECTION 1. Repealer. Any provision of the Clinton City Code or prior ordinance that is inconsistent with this ordinance is hereby repealed to the extent of the inconsistency.

SECTION 2. Approval of Agreement. The West Clinton Annexation and Land Use Conditions Agreement, substantially in the form attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved. The Agreement shall govern the contractual relationship between the City and each Participating Owner who executes the Agreement or a joinder, subject to the terms, conditions, limitations, and effective-date provisions contained in the Agreement.

SECTION 3. Relationship to Annexation and Zoning Actions. Approval of the Agreement does not, by itself, annex or rezone any property. The annexation of the West Clinton Annexation Area and the assignment of initial zoning are separate legislative actions of the City Council. The Agreement shall become operative only upon satisfaction of the conditions precedent stated in the Agreement, including the effectiveness of the annexation. Nothing in this ordinance, standing alone, approves a subdivision plat, site plan, building permit, utility plan, development yield, or other land use application except for the specific contractual and land use standards expressly approved in the Agreement.

SECTION 4. Authorization to Execute. The Mayor is authorized to execute the Agreement on behalf of Clinton City, and the City Recorder is authorized to attest the Mayor's signature. The City Manager and City Attorney are authorized to make nonmaterial corrections, complete exhibit references, correct scrivener's errors, and make other changes necessary to conform the final Agreement to the City Council's approval, provided that no such administrative change materially alters the rights or obligations approved by the City Council. Any material amendment shall be returned to the City Council for approval as required by law.

SECTION 5. Execution by Property Owners and Recordation. Only property owners who execute the Agreement or an approved joinder shall be contractually bound as Participating Owners, as provided in the Agreement. After the Agreement has been fully executed as to the City and an affected Participating Owner, the City Recorder is authorized to cause the Agreement and applicable joinders to be recorded in the office of the Davis County Recorder to the extent authorized by Utah law and the Agreement.

SECTION 6. Severability. If any section, clause, sentence, or provision of this ordinance is determined to be invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 7. Effective Date. This ordinance shall take effect as provided by Utah law upon completion of the required publication or posting. The effective date of the Agreement itself shall be determined by the Agreement and shall not occur unless the West Clinton Annexation becomes effective and all other applicable conditions precedent are satisfied.

PASSED AND ORDERED RECORDED AND POSTED by the Council of Clinton City, Utah, this 25th day of August 2026.

_____
NOTICE PUBLISHED

_____
MARIE DOUGHERTY
MAYOR

ATTEST:

_____
LISA TITENSOR
CITY RECORDER

Posted: _____

EXHIBIT A

WEST CLINTON ANNEXATION AND LAND USE CONDITIONS AGREEMENT

[ATTACH THE FINAL CITY COUNCIL-APPROVED AND EXECUTION-READY AGREEMENT, INCLUDING ALL FINAL EXHIBITS]

Attachment F

ORDINANCE 26-01Z

(West Clinton Annexation Area - Initial Zoning)

AN ORDINANCE ASSIGNING INITIAL ZONING DESIGNATIONS TO THE WEST CLINTON ANNEXATION AREA LOCATED GENERALLY NEAR 2425 NORTH AND 4500 WEST; AMENDING THE OFFICIAL ZONING MAP OF CLINTON CITY; AND PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, an annexation petition has been filed seeking annexation into Clinton City of approximately 155.136 acres of unincorporated property generally located near 2425 North and 4500 West in Davis County, Utah (the "West Clinton Annexation Area"); and

WHEREAS, the West Clinton Annexation Area is located within the City's proposed expansion area identified in the Clinton City Annexation Policy Plan and is contiguous to the existing corporate limits of Clinton City; and

WHEREAS, the Clinton City Recorder certified the annexation petition on January 8, 2026; and

WHEREAS, the City Council is considering the annexation of the West Clinton Annexation Area by separate ordinance, and the initial zoning established by this Ordinance is intended to become effective only upon completion of the annexation; and

WHEREAS, the City Council has reviewed the proposed initial zoning map for the West Clinton Annexation Area and finds that assigning Agriculture (A-1) zoning to the majority of the area is appropriate to preserve its existing rural and agricultural character; and

WHEREAS, the City Council has reviewed the proposed R-1-10 Single-Family Residential zoning for the Lone Pine property in the northwest portion of the annexation area and the proposed Residential, Multi-Family (R-M) zoning for the Nilson property in the southwest portion of the annexation area; and

WHEREAS, the proposed R-M zoning for the Nilson property is associated with parcel-specific use and development standards contained in the West Clinton Annexation and Land Use Conditions Agreement considered in connection with this zoning action; and

WHEREAS, the City Council finds that the initial zoning designations shown on the West Clinton Annexation Area Initial Zoning Map are consistent with the orderly development of the City and promote the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON CITY, UTAH:

SECTION 1. Repealer. Any provision of the Clinton City Code or prior ordinance that is inconsistent with this Ordinance is hereby repealed to the extent of the inconsistency.

SECTION 2. Initial Zoning. Upon the West Clinton Annexation becoming effective under Utah law, the property within the West Clinton Annexation Area shall be assigned the following initial zoning designations, as depicted on Exhibit A, Initial Zoning Map, attached hereto and incorporated herein:

A. Agriculture (A-1). All property within the West Clinton Annexation Area shall be assigned the Agriculture (A-1) zoning designation, except for the R-1-10 and R-M exception areas described below.

B. Lone Pine R-1-10 Exception Area. The Lone Pine property described in Exhibit B shall be assigned the R-1-10 Single-Family Residential zoning designation. The current drafting reference identifies parcels 13-046-0001 and 13-046-0016; the final legal description shall control.

C. Nilson R-M Exception Area. All of Lot 8, Davis Farms West No. 2, as described in Exhibit C, shall be assigned the Residential, Multi-Family (R-M) zoning designation. The R-M zoning is subject to the applicable parcel-specific conditions contained in the West Clinton Annexation and Land Use Conditions Agreement approved in connection with this zoning action.

SECTION 3. Official Zoning Map. The Official Zoning Map of Clinton City is hereby amended to reflect the zoning designations established by Section 2 of this Ordinance. If a conflict exists between a map and a controlling legal description, the legal description shall control.

SECTION 4. No Development Approval. The zoning assignments made by this Ordinance do not approve any subdivision, site plan, density, lot configuration, utility plan, building permit, or other development application. Future development remains subject to applicable law, the Clinton City Code, engineering standards, and any applicable recorded agreement.

SECTION 5. Condition of Effectiveness. The zoning designations established by this Ordinance are conditioned upon the West Clinton Annexation becoming effective. If the annexation does not become effective, this Ordinance shall not operate to zone property outside the corporate limits of Clinton City.

SECTION 6. Severability. If any part of this Ordinance is found to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 7. Effective Date. This Ordinance shall become effective upon posting and upon the West Clinton Annexation becoming effective under Utah law, whichever occurs later.

PASSED AND ORDERED RECORDED AND POSTED by the Council of Clinton City, Utah, this 25th day of August 2026.

_____
NOTICE PUBLISHED

_____
MARIE DOUGHERTY
MAYOR

ATTEST:

_____
LISA TITENSOR
CITY RECORDER

Posted: _____

EXHIBIT A
WEST CLINTON ANNEXATION AREA INITIAL ZONING MAP

Attachment B

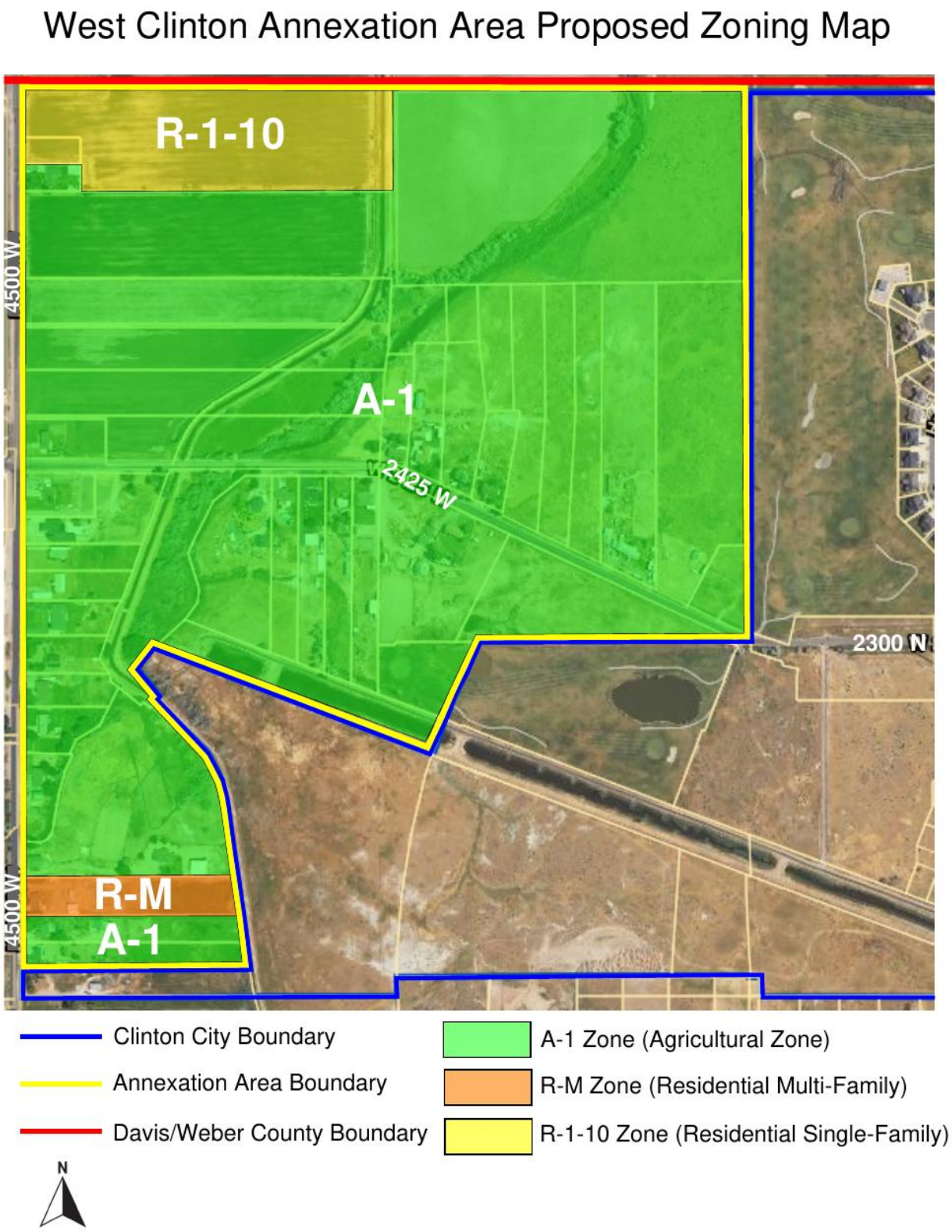


EXHIBIT B
LONE PINE R-1-10 EXCEPTION AREA

Parcel #: 13-046-0001

Legal Description: BEG 8.50 CHAINS S FR NW COR OF SE 1/4 OF SEC 19-T5N-R2W, SLM; TH W 0.86 CHAINS; TH S 203.26 FT; TH E 217 FT; TH S 200 FT; TH E 1158.44 FT; TH N 6.11 CHAINS, TH W 20 CHAINS TO THE POB. CONT. 11.694 ACRES (WENT TO 13-046-0015 & 0016)

Parcel #: 13-046-0016

Legal Description: BEG ON THE E LINE OF 4500 WEST STR AT A PT WH IS S 864.26 FT & W 55.44 FT, M/L, FR THE NW COR OF THE SE 1/4 OF SEC 19-T5N-R2W, SLM; & RUN TH N 100 FT; TH E 217 FT; TH S 100 FT; TH W 217 FT TO THE POB. CONT. 0.498 ACRES

DRAFTING NOTE: *The source agreement directs that ownership, acreage, parcel configuration, and the final legal description be verified before adoption.*

EXHIBIT C
NILSON R-M EXCEPTION AREA

Legal Description: ALL OF LOT 8, DAVIS FARMS WEST NO. 2.

DRAFTING NOTE: *The source agreement directs that the exact owner entity, parcel number, acreage, plat recording information, and sufficiency of the legal description be confirmed before execution and recordation.*

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	August 25, 2026					
CONSENT AGENDA		**BUSINESS AGENDA**	X	**RECOGNITION**		
PETITIONER(S):	Keaton Jones, Senior Planner					
TYPE OF VOTE:	**ROLL CALL**	X	**VOICE**			
SUBJECT:	Ordinance 26-02Z Proposed Amendments to the Accessory Dwelling Unit (ADU) Standards 28-3-27					
RECOMMENDATION:	That the City Council approve the proposed amendments to the Accessory Dwelling Unit (ADU) Standards.					

FISCAL IMPACT: None.

SUMMARY:

Accessory Dwelling Units (ADUs) are smaller, secondary dwelling units allowed on lots with a primary single-family home. ADUs can take several forms, including:

- Internal ADUs – located entirely within the existing home
- Attached ADUs – created as an attached addition to the home
- Detached ADUs – located in a separate detached structure in the rear or side yard

In 2022, the City Council adopted regulations for internal ADUs in response to State law requirements. In March 2025, the City Council approved amendments to the ADU Standards (Chapter 28-3-27) to expand and clarify regulations for attached and detached ADUs. These amendments were intended to clearly distinguish between the different ADU types and to establish development standards for detached ADUs located in a separate structure.

Since these regulations were established, staff has found that there are some additional regulations and clarifications that could be included within the existing code. Additionally, there have been updates to State law regarding ADUs, mostly in relation to detached ADUs. These proposed amendments would seek to align our code with current State law and help staff better facilitate the ADU review and permit process.

The first group of proposed changes deal with the approval process for ADUs. It details a new preliminary site plan review process that would take place before the building permit process. This is being proposed to avoid instances where an ADU

building permit plan set has been submitted for review that does not meet the height, size, setbacks, or impervious surface ratio requirements outlined in the code. The goal is to provide some feedback on the ADU site plan and design before an applicant dedicates time and resources to an ADU proposal that doesn't meet our code.

The second grouping of proposed changes are included in the ADU development standards section of the code. A couple of regulations in this section are shown in the strikeout, but these regulations are just moved to a different subsection. There is code language included here that requires ADUs to be affixed to a permanent foundation. This regulation works in tandem with the proposed definition of "recreational vehicle" which is included in Exhibit B. These regulations, along with applicable building codes, would ensure the ADUs are created within permanent structures that are fixed to a foundation rather than in self-propelled or permanently towable recreational vehicles. During a discussion in the most recent planning commission meeting, some commissioners were opposed to including the term "tiny home" within the proposed definition of recreational vehicle. Staff recommends keeping "tiny home" within the definition of recreational vehicle with the understanding that a tiny home that is 400 square feet or smaller could be permitted as an ADU as far as it meets building code, is not permanently towable, and is fixed to a permanent foundation.

The regulation regarding the rear yard impervious surface percentage has a small alteration proposed. Previously it excluded patios, driveways, sports courts, etc. from being counted towards the 25% rear yard impervious surface percentage. It is proposed that those surfaces now be included in the 25% rear yard coverage calculation. For all other permit types, these surfaces are included in the 25% rear yard impervious surface calculation so this alteration would make that consistent with all other permit types.

There is also language regarding two-story detached ADUs and how the allowable size is calculated. Another regulation details the distance a detached ADU can be from a public roadway. This regulation originates from the International Fire Code but including it within our ADU code helps those who have a lot that is long and narrow understand what would be required if they want to put an ADU far behind their existing home.

The third grouping of proposed changes deals with ADU parking, driveways, and garage standards. This subsection addresses required parking, regulations for garages attached to an ADU, and driveways leading to an ADU garage.

Other proposed changes in the regard to detached ADU entrance locations and the roof pitch of a detached ADU are to align our code with State law.

ATTACHMENTS:

- **A)** Draft Amendments to Chapter 28-3-27 – Accessory Dwelling Unit Standards
- **B)** Draft Amendments to Chapter 28-2-2 – Definitions
- **C)** Draft Amendments to Chapter 28-14-2 – Uses

Exhibit A

Title 28 Zoning

Chapter 28-3-27 Accessory Dwelling Unit Standards

(1) Accessory dwelling units ("ADUs") in single-family residential zones are an important tool in the overall housing goals and needs of the city and allow for alternative and flexible housing options on owner-occupied single-family lots. The purpose of the standards of this chapter are to:

(a) Preserve and enhance life safety standards required for residential occupancy through the creation of a regulatory process for ADUs;

(b) Provide housing options for individuals and families in all stages of life and/or with a moderate income that might otherwise have difficulty finding adequate housing within the city;

(c) Provide opportunities to offset rising housing costs and promote reinvestment in existing single-family residential zones;

(d) Preserve the character of single-family neighborhoods through adequate standards governing ADUs; and

(e) Comply with UTAH CODE ANN. 10-9a- 530, which designates internal ADUs as permitted uses in all single-family residential zones and imposes limitations on the extent that municipalities may regulate internal ADUs.

(2) ADUs - Where Permitted.

(a) Internal, attached, and detached ADUs are a permitted use in primary dwellings and on lots under owner occupancy in the city's R-1 (single-family), and A (agricultural) zones, and existing single-family homes in the PZ (performance) zone, subject to the approval process detailed in this chapter.

(b) Internal, attached, and detached ADUs are prohibited where the primary dwelling is served by a failing septic tank.

(3) **ADU - Approval Process. The approval process for ADUs in the city is as follows:**

Prior to submitting a formal building permit application, the applicant shall submit a preliminary site plan to the Community Development Department for review. This preliminary site plan can be a hand-drawn sketch but must be to-scale. The purpose of the preliminary site plan review is to provide basic feedback for an ADU proposal in regard to the size, setbacks, and rear yard impervious surface ratio requirements outlined in this code. The intent of this requirement is to encourage an early conceptual discussion between the applicant and city staff through a less formal site plan review to help guide the applicant prior to expending extensive resources on a detailed design. Completion of this initial step does not guarantee subsequent final site plan approval with the building permit.

(a) The preliminary site plan shall include the following:

(i) The proposed location of the ADU in relation to the primary dwelling and any other structures on the property.

(ii) The ADU setbacks from the property lines, primary dwelling, covered patios, decks, sheds, and other accessory structures.

(iii) The square footage of the ADU living space and attached garage space if applicable. The square footage of all existing accessory structures, sheds, and impervious surfaces should also be included.

(iv) The proposed location and dimensions of any proposed parking space or driveway area.

~~(3)~~(v) The proposed location and overall width of any new driveway approach. The distance from property lines and any existing driveway approach must be listed.

~~(a)~~(b) ADU permit applications shall be filed through the city's online building permit portal and shall include the following:

(i) Documentation that demonstrates the property is owner occupied;

(ii) A to-scale site plan showing all building on the lot, required off-street parking, and floor plans of all building associated with the proposed ADU. Such plans may be conceptual but shall provide reasonable detail and specification for full understanding of the proposed ADU;

(iii) Applicable structural, electrical, and mechanical specifications and drawings compliant with pertinent building code requirements;

(iv) Payment of applicable permit and inspection fees;

(v) Completion of a satisfactory property/building inspection; and

(vi) Issuance of necessary building permits.

~~(b)~~(c) A portion of a principal dwelling unit with the characteristics of a separate dwelling unit but not occupied by a second family is exempt from obtaining an ADU permit upon completion and recordation of an exemption form provided by the city.

~~(c)~~(d) ADUs shall comply with all other applicable building ~~permit~~codes, zoning codes, and ~~building~~fire code requirements.

~~(d)~~(e) The Fire Department shall review ADU permits for access and safety compliance with City and International Fire Code (IFC) requirements.

~~(e)~~(f) Upon approval of an ADU permit and where the ADU occupant is paying rent, the owner shall be subject to the Residential Rental Dwelling license and fee requirement outlined in Chapter 15-19 of this Title.

~~(f)~~(g) Upon approval and issuance of a building permit for an ADU, the city shall record a notice in the office of the county recorder that shall include:

(i) a description of the primary dwelling;

(ii) for an internal or attached ADU, a statement that the primary dwelling contains an accessory dwelling unit; and

(iii) for a detached ADU, a statement that the lot contains a detached accessory dwelling unit; and

(iv) a statement that the accessory dwelling unit may only be used in accordance with the city's land use regulations.

(v) The city shall, upon recording the notice, deliver a copy of the notice to the owner of the ADU.

(4) ADU Development Standards.

~~(4)~~(a) **General Standards**

~~(a)~~(i) The property's record owner (including titleholders and contract purchasers) must occupy either the primary dwelling unit or the approved ADU as such owner's permanent residence and at no time receive rent for the owner-occupied unit. An application for an ADU permit shall include evidence of owner occupancy in the form of the affidavit required by Section 28-3-5 of this chapter and such other verification(s) as the city reasonably may require.

~~(b)~~(ii) Owner occupancy for a dwelling with an accessory dwelling unit shall not be required when:

~~(i)~~(1) The owner cannot live in the dwelling because of a bona fide temporary absence of three years or less for a temporary job assignment, sabbatical, or voluntary service;

~~(ii)~~(2) The owner was living in the dwelling immediately prior to leaving for the temporary job assignment, sabbatical, or voluntary service; and

~~(iii)~~(3) The owner intends to make the dwelling his/her primary place of residence upon returning from the temporary job assignment, sabbatical, or voluntary service.

~~(c)~~(iii) ADUs shall not be used as short-term rentals for occupancy of fewer than 30 consecutive days.

~~(i)~~(iv) Only one ADU may be created per lot or property.

~~(ii)~~(v) The design and size of the ADU shall conform to all current applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes. When a new ADU is proposed in or attached to an existing home, the entire ADU shall be brought up to all minimum standards, as inspected and approved by city staff.

~~(iii)~~(vi) The installation of separate utility meters for an ADU is prohibited.

~~(iv) Each ADU shall require one off-street parking space in addition to the required parking for the primary dwelling unit. In no case shall fewer than three total off-street parking stalls be provided for any property with an ADU.~~

~~(v) Any parking spaces contained within a garage or carport shall be replaced if an ADU is created within the garage or carport.~~

(vii) ADUs shall maintain the same address as the primary dwelling with the addition of "Unit B."

(viii) ADUs may not be created within a mobile home as defined in UTAH CODE ANN. 57-16-3, as amended. or within a mobile home community. All ADUs shall be affixed to a permanent foundation meeting the requirements of the currently adopted International Residential Code (IRC), including applicable frost protection requirements. Accessory dwelling units shall not be installed, constructed, or maintained on a mobile chassis, wheels, axles, towing frame, or any other transportable or temporary foundation system. An ADU shall not be permitted in a recreational vehicle as defined in this Title.

(ix) The combined maximum rear yard area coverage for detached ADUs and other detached structures is 25%.- Other existing rear yard impervious surfaces (i.e. patios, driveways, sport courts, etc.) shall also be counted towards said 25% maximum coverage.

(x) A detached accessory dwelling unit may be constructed as a two-story structure, provided that the total living space floor area of the accessory dwelling unit shall not exceed the maximum living space otherwise permitted by this chapter. Where the first story is designed and utilized exclusively as an enclosed garage or other non-habitable space, the habitable floor area located on the second story shall not exceed the maximum allowable floor area established by this chapter (See Table 3.27.1 Footnote 3). The construction of a second story shall not be used to increase the maximum permitted habitable living space of an accessory dwelling unit beyond the limits established herein.

(xi) A detached ADU shall not be more than one hundred fifty (150) feet from a public roadway. The required distance shall be measured from the edge of the public roadway to the midpoint of the exterior wall farthest from the roadway, using the shortest approved access route. The Fire Marshall may approve an exception to this standard when approved fire apparatus access road is provided in accordance with the currently adopted International Fire Code (IFC). Any fire apparatus access road approved under this subsection shall comply with all applicable IFC requirements, including, but not limited to, minimum width, all-weather driving surface, vertical clearance, grade, and turnaround provisions.

(b) **Parking, Driveways, and Garage Standards**

(i) Each ADU requires one off-street parking space in addition to the required parking for the primary dwelling unit. In no case shall fewer than three total off-street parking stalls be provided for any property with an ADU.

(ii) Any covered parking spaces contained within a garage or carport shall be replaced if an ADU is created within an existing garage or carport.

(iii) A detached ADU may only have an attached garage or carport if the square footage of the overall footprint of the structure does not exceed the rear yard impervious surface ratio of the zone in which it is located and meets the required setbacks.

(1) The minimum dimensions of an enclosed single-car garage or carport shall have interior dimensions of 10′ x 20′.

(2) The minimum dimensions of an enclosed two-car garage or carport shall have interior dimensions of 20′ x 20′.

(3) The maximum interior dimensions of an enclosed two-car garage or carport shall not exceed 25′ x 30′ or 750 sq. ft.

(4) The area allotted for garage space may only be used for parking vehicles and storage and shall not be substituted or converted to create additional living space.

(iv) A driveway leading to a detached ADU garage shall be paved with concrete or asphalt.

(v) The driveway width shall not exceed the width of the garage space.

(vi) An ADU driveway shall be accessed by way of a concrete driveway approach designed to meet the requirements of the Clinton City Engineering and Standard Specifications. A separate permit must be obtained from the public works department for any proposed driveway approach.

~~(vi)~~(vii) No additional accessory parking shall be permitted adjacent to the ADU driveway or the ADU structure.

Table 3.27.1 ADU Setbacks

REQUIREMENTS	**INTERNAL ADU**	**ATTACHED ADU**	**DETACHED ADU**			
			DETACHED ADU Single Story	**DETACHED ADU** Single Story	**DETACHED ADU** 2-Story	**DETACHED ADU** 2-Story
LOCATION	Inside Primary Dwelling	Attached to Primary Dwelling	Side Yard Area	Rear Yard Area	Side Yard Area	Rear Yard Area
MAXIMUM HEIGHT LIMIT [1]	Same as Primary Dwelling	Same as Primary Dwelling	16′ to Roof Peak	16′ to Roof Peak	25′ to Roof Peak	25′ to Roof Peak

MINIMUM SIDE SETBACKS [2]	Same as Primary Dwelling	Same as Primary Dwelling	Same as Primary Dwelling	5 feet	10 feet	10 feet
MINIMUM CORNER SIDE SETBACKS	Same as Primary Dwelling	Same as Primary Dwelling	Same as Primary Dwelling	Same as Primary Dwelling	Same as Primary Dwelling	Same as Primary Dwelling
MINIMUM REAR SETBACKS	Same as Primary Dwelling	Same as Primary Dwelling	10 feet	10 feet	Same as Primary Dwelling	20 feet
MINIMUM DISTANCE FROM HOME	No Restriction	No Restriction	10 feet	10 feet	10 feet	10 feet
ENTRANCE	Side or Rear	Side or Rear	~~Side or Rear~~ No Restriction	~~Front, Side, Rear~~ No Restriction	~~Side or Rear~~ No Restriction	~~Front, Side, Rear~~ No Restriction
SIZE LIMIT [3]	No Limitation	50% up to 1,500 sf	50% up to 1,500 sf	50% up to 1,500 sf	50% up to 1,500 sf	50% up to 1,500 sf

1. In no case shall a detached ADU exceed the height the primary dwelling measured at the peak of the roof.

~~**2.** Minimum roof pitch shall be 4:12; maximum roof pitch shall be 12:12.~~

~~**3.**~~**2.** ADU entrance/exit doors in side yards shall be set back 10' from side property lines for detached and attached ADUs.

~~**4.**~~**3.** ADU livable square footage cannot exceed 50% of the primary dwelling unit's ~~livable~~living space (parking, unfinished and unpermitted basements, and non-habitable storage areas shall not be counted).

5. Applicability.

Structures legally existing prior to March 25, 2025 that do not comply with the setback requirements established by the Chapter may be converted to a detached ADU subject to the conditions outlined herein.

~~(d)~~a. Conditions for Conversion

~~(i)~~i. The conversion must meet all applicable building, fire, safety, and other municipal codes.

~~(ii)~~ii. No new windows or other openings shall be permitted on any building elevation located closer to property lines than the setbacks prescribed in this Chapter.

~~(iii)~~iii. Existing openings on elevations located within detached ADU setback areas may remain as originally constructed or be reduced in size or eliminated provided they are not expanded or relocated.

~~(e)~~b. Additional Regulations. Compliance with this section does not exempt the ADU structure from any other applicable city ordinances, codes, or regulations.

~~a.~~c. Restrictions on Additions. Any additions or expansions to the existing structure intended for conversion into a detached ADU shall adhere strictly to current setback requirements and height restrictions.

6. **Affidavit.**
   (a) All applications for ADU permits shall include a notarized affidavit, signed by the record owner of the property, that includes a description of the primary dwelling unit; an acknowledgement that the primary dwelling unit contains or will contain an accessory dwelling unit; a declaration of onsite owner occupancy of the primary or accessory dwelling unit and a statement that the ADU may only be used in accordance with the city's land use regulations. Change in ownership of the primary dwelling shall not require any additional zoning approval, but shall require an updated ADU permit, site inspection (if applicable), and signed affidavit.
7. **Inspection.**
   (a) Prior to approval of an ADU permit, all required building permits shall be completed by the applicant and inspected by the city's building official or designee to verify compliance with all applicable city standards.
   (b) If no additional work is proposed or required to ready an ADU for occupancy, the applicant shall submit a minimum-fee building permit application, accompanied by an inspection by the city's building official, to ensure compliance with all applicable standards.
8. **Termination.**
   (a) If the primary dwelling's record owner changes and is not accompanied by a new ADU application, or if the primary dwelling's record owner is no longer permanently residing in the primary dwelling, then the ADU shall be immediately vacated and shall no longer be used as an internal ADU. The city may revoke, or may choose to deny license renewal, to any property with unresolved violations of this code arising from or related to operation of an ADU. The city may also hold a lien against a property that contains an ADU that violated this chapter pursuant to the procedures detailed in UTAH CODE ANN. 10-9a-530(5), as amended.

Exhibit B

Title 28 Zoning

Chapter 28-2-2 Definitions

. . .

"Retail" means the sale of goods or articles individually or in small quantities directly to the consumer.

"Recreational Vehicle" A self-propelled or permanently towable, mobile living unit typically used for temporary human occupancy away from the user's permanent place of residence. Recreational vehicles also include such vehicles as a travel trailer, camper, boat/watercraft, tiny home, and other similar types of vehicles.

"Right-of-Way" means any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

. . .

Exhibit C
Title Zoning
Chapter 28-14-2 Uses

TABLE 14.2[118, 198, 208]		RESIDENTIAL ZONES					
USES		R-1-6	R-1-8	R-1-8a[25]	R-1-9[21, 24]	R-1-10	R-1-15[52]
P = Permitted C = Conditional N = Not Permitted A = Accessory [134]							
1.	Agriculture	P	P	P	P	P	P
2.	Single Family Dwelling						
	1. Site-built[52]	P	P	P	P	P	P
	2. Modular Structures[52]	P	P	P	P	P	P
	3. Manufactured Housing[52]	P	P	P	P	P	P
	4. Camper Trailer	N	N	N	N	N	N
	5. Mobile Home	N	N	N	N	N	N
3.	Household Pets	P	P	P	P	P	P
4.	Garages, accessory buildings, sheds, carports and uses customarily incidental to any permitted use.[169, 199]	P	P	P	P	P	P
5.	Public Building: public park, public recreation grounds and associated buildings.	P	P	P	P	P	P
6.	Raising, pasturing, and maintaining of not more than the following animal and fowl units for family food production or pleasure: 1 animal unit and 1 fowl unit for each one acre in the lot up to a maximum of 5 animal and 2 fowl units.	P	P	P	P	P	N
7.	Residential Chickens (see § 28-2-2 and 28-3-9) Permitted only on all residential lots where setbacks are met. (All chickens are registered at City) [170, 208]	P	P	P	P	P	P
8.	Family Day Care Center [26]	A	A	A	A	A	A
9.	Home Business [179]	P	P	P	P	P	P
10.	Golf Course	C	C	C	C	C	C
11.	Churches, Synagogues, and Temples [182]	P	P	P	P	P	P
12.	Educational Institution (Elementary and Secondary, including associated grounds and athletic and other facilities) [182]	P	P	P	P	P	P
13.	Accessory Dwelling Unit	P	P	P	P	P	P
14.	Public utility substation	C	C	C	C	C	C
15.	Handicapped Residential Facilities IAW Utah Code § 10-9-610 through §10-9-604.[134]	P	P	P	P	P	P
16.	Residential Facilities for Elderly IAW Utah Code § 1-9-501 through §10-9-504.[134]	P	P	P	P	P	P
17.	Municipal Water Wells, Reservoir, or Storage Tanks for water	C	C	C	C	C	C
18.	Kennels, Private or Commercial	N	N	N	N	N	N
19.	Garage and Yard Sales [179]	P	P	P	P	P	P
20.	Cemetery	P	P	P	P	P	P
21.	Sign – One nameplate or identification sign in accordance with the Clinton City Sign Ordinance [182]	P	P	P	P	P	P
22.	Bed and Breakfast [182]	P	P	P	P	P	P
23.	Temporary residences renting by the day or week [182]	P	P	P	P	P	P
24.	Temporary on site storage containers for emergency construction or repair of residences, with the following stipulations: [182] a. must be placed on a hard surface b. Can only be present for 3 months out of a 12 month period	P	P	P	P	P	P
25.	Garages, accessory buildings, carports uses customarily incidental to any non-residential use. [169, 199]	Structures will be evaluated along with application for primary use when evaluating a site plan as established in §28-3-10					

CLINTON CITY, UTAH

ORDINANCE NO. 26-___

AN ORDINANCE AMENDING TITLE 28 OF THE CLINTON CITY CODE RELATING TO ACCESSORY DWELLING UNITS

WHEREAS, Clinton City (the "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, Utah Code § 10-20-501 authorizes the municipal legislative body to enact and amend land use regulations by ordinance; and

WHEREAS, Utah Code § 10-21-303 governs municipal regulation of internal accessory dwelling units, including permitted uses, building, health and fire code compliance, parking, owner occupancy, permitting, enforcement, and recordation of notice; and

WHEREAS, Utah Code § 10-21-304, effective October 1, 2026, establishes requirements and limitations applicable to municipal regulation of detached accessory dwelling units, including permitted-use, parking, design, setback, owner-occupancy, and conversion standards; and

WHEREAS, the City previously adopted standards regulating internal, attached, and detached accessory dwelling units ("ADUs") within Title 28 of the Clinton City Code; and

WHEREAS, City staff has identified additional regulations and clarifications intended to improve the ADU review and permitting process and to align the City's regulations with applicable State law; and

WHEREAS, the proposed amendments include revisions to the ADU approval process and development standards, including preliminary site plan review, permanent-foundation requirements, rear-yard impervious-surface calculations, two-story detached ADU standards, fire access, parking, driveways, garages, entrances, and related requirements; and

WHEREAS, the amendments also include a definition of "Recreational Vehicle" and corresponding revisions to the City's zoning use provisions; and

WHEREAS, the City Council has reviewed the proposed amendments and finds that adoption of the amendments is in the best interests of the health, safety, and welfare of Clinton City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON CITY, UTAH:

SECTION 1. Amendment to Chapter 28-3-27 - Accessory Dwelling Unit Standards.

Chapter 28-3-27 of the Clinton City Code, Accessory Dwelling Unit Standards, is hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 2. Amendment to Chapter 28-2-2 - Definitions.

Chapter 28-2-2 of the Clinton City Code, Definitions, is hereby amended as set forth in Exhibit B, attached hereto and incorporated herein by this reference, including the addition of the definition of "Recreational Vehicle."

SECTION 3. Amendment to Chapter 28-14-2 - Uses.

Chapter 28-14-2 of the Clinton City Code, Uses, is hereby amended as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 4. Codification.

The City Recorder and the City's codifier are authorized to make non-substantive formatting, numbering, cross-reference, capitalization, punctuation, and similar technical corrections necessary to incorporate the amendments adopted by this Ordinance into the Clinton City Code, provided that no such correction changes the substantive meaning of the provisions adopted herein.

SECTION 5. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. Conflicting Provisions.

All ordinances, resolutions, policies, and provisions of the Clinton City Code in conflict with this Ordinance are hereby repealed or amended only to the extent of such conflict.

SECTION 7. Effective Date.

This Ordinance shall take effect upon publication or posting as required by law and after final passage by the Clinton City Council.

PASSED AND ADOPTED by the Clinton City Council this 25th day of August, 2026.

CLINTON CITY	**ATTEST:**
_____	_____
Marie Dougherty, Mayor	Lisa Titensor, City Recorder

EXHIBITS TO ORDINANCE NO. 26-02Z

EXHIBIT A

Amendments to Chapter 28-3-27 - Accessory Dwelling Unit Standards

EXHIBIT B

Amendments to Chapter 28-2-2 - Definitions

EXHIBIT C

Amendments to Chapter 28-14-2 - Uses

Attach the final City Council-approved versions of Exhibits A, B, and C to the executed ordinance.

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	August 25, 2026				
CONSENT AGENDA	x	**BUSINESS AGENDA**		**RECOGNITION**	
PETITIONER(S):	Dave Williams, Dave Sottosanti				
TYPE OF VOTE:	**ROLL CALL**		**VOICE**		
SUBJECT:	Surplus Vehicle				

FISCAL IMPACT:

SUMMARY: This weed mowing tractor needs costly repairs we found it more cost effective to rent a tractor for the season.

RECOMMENDATION: That Council declare the below listed equipment surplus, authorize City Manager to offer it for sale using the JJ Kane Auction in SLC.

Public Works……. 1997 Case 4230 Tractor

State Contract #AR3466

ATTACHMENTS:

CLINTON CITY COUNCIL WORK SESSION MINUTES
2267 N 1500 W Clinton UT 84015

Date: August 11, 2026

Time: 6:00 PM

Location: 2267 N 1500 W, Clinton, UT 84015

Elected Officials:
Mayor: Marie Dougherty
Councilmembers: Spencer Arave, Jennifer Christensen, Chris Danson, Adam Larsen, and Dane Searle

Staff Present:
City Manager Trevor Cahoon, Assistant Police Chief Matt Fawbush, Fire Chief Jason Poulsen, Public Works Director David Williams, Assistant Public Works Director Cory Waters, Parks and Recreation Director Brooke Mitchell, Finance Director Cory Christensen, Sr Planner Keaton Jones, Treasurer Steve Hubbard, Deputy Recorder Amy Durrans, and Recorder Lisa Titensor

Others Present:
Kraig Butt and Lacy Richards of Nilson Homes

CALL TO ORDER

Mayor Dougherty called the work session to order at 6:00 p.m. Councilmember Larsen arrived shortly after the meeting began, after which the full City Council was present.

DISCUSSION – WEST CLINTON ANNEXATION DRAFT AGREEMENT

The City Council reviewed the draft West Clinton Annexation Agreement in preparation for a proposed public hearing on August 25, 2026. City Manager Trevor Cahoon explained that the agreement is intended to establish a framework for annexation while addressing concerns raised by existing property owners, including infrastructure, existing agricultural and rural uses, future development, zoning, utilities, and property-specific protections. The Council discussed providing residents adequate notice and an opportunity to review the agreement and provide feedback before any ordinance approving the annexation is considered.

Infrastructure and Utility Services

Mr. Cahoon explained that annexation would not constitute a commitment by the City to immediately construct or extend sewer, water, streets, or other capital infrastructure into the annexation area. Existing services and conditions would generally continue until future development, or a separately approved City capital project creates a need for improvements. The City would assume responsibility for maintaining public facilities that become City facilities, but maintenance would be distinguished from capital improvements such as widening, paving, relocating, urbanizing, or increasing capacity.

The Council discussed previously awarded sewer grant funding for the area. Staff indicated that the grant may assist with future sewer improvements, but the timing and exact use of the funds have not been determined, and the annexation agreement does not promise immediate sewer service. Most existing properties are currently served by septic systems and Hooper Water. Those existing arrangements may continue unless and until future improvements or development require changes.

Future development would be responsible for installing or extending infrastructure necessary to serve the development. Staff discussed the possibility that a developer could construct sewer or other facilities through a pioneering or reimbursement arrangement, subject to applicable approvals. The Council retains discretion regarding future capital plans, utility plans, project priorities, and appropriations.

Existing Agricultural Uses and Rural Property Protections

A significant portion of the discussion focused on protecting lawful agricultural operations and the rural character of existing properties. The draft agreement allows qualifying property owners to become Participating Owners by executing the agreement or a joinder so that documented existing agricultural operations and certain existing rural heritage displays may receive the parcel-specific protections provided by the agreement. Staff explained that applicable protections are intended to run with participating property rather than depend on a particular owner, provided the protected use was lawful and properly documented.

Property owners seeking protections beyond the City's generally applicable agricultural zoning would need to provide information documenting the existing use or condition so it can be placed on file and, where appropriate, recorded with the property. The protections would not authorize expansion beyond the documented existing use or legalize a use or structure that was unlawful before annexation.

The Council also discussed notice to future residents near agricultural operations. The agreement contemplates notice that normal agricultural activities may create noise, odors, dust, traffic, animal sounds, and similar impacts. Staff agreed to compare Davis County agricultural standards with Clinton City's A-1 standards and prepare information that will help property owners understand whether they need to join the agreement for additional protection. Staff further explained that the agreement does not automatically expire after 20 years. The City and Participating Owners may review it after 20 years, but applicable covenants are intended to run with participating properties and bind successors and assigns unless amended, terminated, or superseded in accordance with the agreement.

Existing Lawful Uses, Structures, and Secondary Water

Staff explained that lawful uses and structures existing before annexation would generally be allowed to continue. If an owner later expands or changes a structure or use, applicable City requirements would apply to the new work or changed use. The agreement would not grandfather structures or uses that were unlawful under Davis County requirements.

The Council discussed concerns from existing residents regarding Clinton City's secondary water requirements. Existing property owners would generally be allowed to continue their

current water arrangements while maintaining the same use of their property. If a property is later developed or substantially changed, the owner or developer would be required to comply with the development standards and water requirements applicable at that time.

Zoning and Future Development

Staff explained that most of the annexation area is anticipated to receive A-1 zoning to generally correspond with the existing agricultural character of the area. Two property-specific zoning areas were discussed: the Lone Pine property in the northern portion of the annexation area, proposed for R-1-10 zoning, and an R-M designation for a portion of the Nilson Homes property that is part of a larger master-planned development. The proposed R-1-10 zoning for the Lone Pine property does not approve a subdivision, lot layout, utility plan, or other development application; any future development would require separate review and approval.

For the Nilson Homes property, the draft agreement provides that the proposed residential area would consist of detached single-family dwellings rather than attached multifamily units. The Council reviewed proposed setbacks, building standards, architectural elevations, and a street cross-section. Staff explained that limited administrative flexibility may be needed to address final engineering and site constraints while keeping the development substantially consistent with the concept presented.

The Council discussed the importance of making clear in public materials that the RM designation on this specific property is being used to accommodate smaller detached single-family homes and is not intended to signal a broader policy for multifamily development throughout the surrounding area. The Council also discussed showing surrounding and existing zoning on public exhibits to provide context.

Staff emphasized that inclusion of zoning provisions in the annexation agreement does not eliminate required development review. Future development applications, plats, infrastructure plans, and any later zoning amendments remain subject to the applicable approval processes.

Access, Traffic, and Nilson Homes Roadway

The Council discussed the additional access required for the larger Nilson Homes development. Representatives explained that Nilson Homes acquired a narrow strip of property to provide an additional access after an originally anticipated southern access was not available. The City required the additional access, while acquisition of the necessary private property was the developer's responsibility.

Questions were raised regarding the spacing of access points on 4500 West and the potential traffic impact. Staff stated that the City Engineer had reviewed the proposed access and found it workable. Staff also indicated that traffic studies show the roadway may experience congestion but remains below the overall capacity of a two-lane road. The concept includes roadway stubs intended to preserve possible future connections to adjacent undeveloped property.

Resident Communication and Public Hearing

The Council discussed the need for clear communication with property owners before the public hearing. The City intends to mail notice to affected residents and provide access to the full agreement without requiring a lengthy paper copy to be mailed to every property owner. Ideas discussed included a QR code or similar direct link to the agreement and highlighting the sections most relevant to existing residents, particularly agricultural protections, existing uses, and the joinder process.

The Council expressed a preference that the annexation ordinance is not adopted on the same evening as the public hearing so residents have time to review the information presented, raise property-specific concerns, and understand how the agreement may affect them before final action is taken.

Fencing

The Council briefly discussed a request from the property owner north of the new Nilson Homes roadway for a more substantial privacy fence. Nilson Homes is currently contemplating a six-foot vinyl privacy fence. An eight-foot fence would require additional engineering and was estimated to add approximately $18,000 over roughly 700 feet. The developer indicated that if the adjoining property owner desired an upgraded fence and was willing to cover the additional cost, the matter could be discussed with the fencing contractor.

No formal action was taken.

ADJOURNMENT

The work session adjourned at approximately 6:51 p.m.

Dated this 25th day of August, 2026.
/s/Lisa Titensor, Clinton City Recorder

CLINTON CITY COUNCIL MEETING MINUTES
Date: August 11, 2026
Time: 7:00 PM

Location: 2267 N 1500 W, Clinton, UT 84015

Mayor: Marie Dougherty

City Council: Spencer Arave, Jennifer Christensen, Chris Danson, Adam Larsen and Dane Searle.

Staff: City Manager Trevor Cahoon, Assistant Police Chief Matt Fawbush, Fire Chief Jason Poulsen, Public Works Director David Williams, Assistant Public Works Director Cory Waters, Parks and Recreation Director Brooke Mitchell, Finance Director Cory Christensen, Sr Planner Keaton Jones, Treasurer Steve Hubbard, Deputy Recorder Amy Durrans, and Recorder Lisa Titensor

Attendees: Dereck Bauer, Kirby Crowley, Des Walters

CALL TO ORDER
Mayor Dougherty called the meeting to order at 7:00 p.m.
The Pledge of Allegiance was performed by all those in attendance.
Councilmember Adam Larsen offered the invocation.

ROLL CALL
Mayor Dougherty, Councilmembers Arave, Christensen, Danson, Larsen and Searle were all present.

INTRODUCTION OF THE NEW CLINTON CITY ASSISTANT PUBLIC WORKS DIRECTOR
Public Works Director David Williams introduced his new Public Works Assistant Director Cory Waters.

Cory Waters stated he is grateful for this opportunity. He feels his prior experience is a good fit for Clinton City.

PUBLIC INPUT
There was no public comment.

BUSINESS ITEMS

DUMPSTER PROGRAM REVIEW
Mayor Dougherty explained that residents have continued to contact her about reinstating the dumpster program and that she asked Public Works to review the current services and alternatives with the Council.

Public Works Director David Williams reviewed the City's residential dumpster program, which began in 2003 and was discontinued in 2024 due to increasing operational costs, staffing demands, aging equipment and demand that exceeded available resources. The

former program operated seasonally from March through November with four dumpsters delivered twice each week. In 2024, the City spent nearly $60,000 on waste disposal assistance programs, not including manpower. Mr. Williams explained that the City continues to provide tree limb collection, seasonal cleanup events and landfill vouchers. Landfill vouchers cost the City $10 each; 350 were distributed in 2025 and 374 had already been distributed in 2026. Current waste disposal services cost approximately $25,000 last year, not including manpower.

Mayor Dougherty explained that residents have continued to contact her about reinstating the dumpster program and that she asked Public Works to review the current services and alternatives with the Council.

Councilmember Danson asked about the cleanup events and the availability of alternatives to the former dumpster program.

Mr. Williams reviewed the spring and fall Saturday cleanup events, along with additional June and August cleanup opportunities, and noted that residential tree limbs are accepted at the Public Works facility on Mondays and Thursdays from 1:00 p.m. to 3:00 p.m.

Councilmember Danson asked about the landfill voucher program.

City Manager Cahoon clarified that two landfill vouchers are allowed per household. Staff noted that each voucher costs the City $10 and covers a small-load landfill fee.

Councilmember Larsen expressed concern for senior residents and others who may not have a truck or trailer to transport bulky waste. He suggested the community may be able to help residents with transportation.

Councilmember Christensen suggested exploring whether Davis County senior programs or another community partnership could assist senior residents with hauling needs.

Councilmember Danson stated he felt discontinuing the dumpster delivery program was the right decision but would like to see more communication to residents regarding the cleanup events, landfill vouchers and other available options.

Councilmember Searle stated that he had utilized the former dumpster program but felt the City's current approach was working well. He supported increasing public awareness of the cleanup events and landfill voucher program.

THE 5TH 5TH LOCAL SALES TAX DISCUSSION

Mayor Dougherty explained that the Davis County Commission held a work session regarding the potential 0.20% local option transportation sales tax known as the "5th 5th" and requested feedback from city councils. Information provided by the Wasatch Front Regional Council estimated approximately $207,075 annually would be distributed to Clinton City for transportation. The Council discussed the proposed distribution of the tax, the County's discretion over significant portions of the revenue, and whether Clinton and

other west-side communities would receive benefits proportionate to the additional tax paid by their residents.

Councilmember Searle stated that, if Clinton residents and those shopping in the City would bear a substantial additional tax burden, he would prefer that the City retain greater control over the revenue rather than receive only a small portion of a county-imposed tax. He said he wanted the Council to stand up for Clinton residents and try to avoid additional taxes, particularly taxes over which the City would have little control.

Councilmember Larsen said he was leaning toward not supporting the proposal in solidarity with Syracuse and other west-side communities because the benefits appeared to favor communities along the I-15/transit corridor. He felt taking a position could demonstrate to Clinton residents that the Council was representing their interests. He also questioned whether the City's share of a countywide sales tax would provide enough benefit compared with revenue options the City could control directly.

Councilmember Christensen said she wanted more specific information regarding the County Commission's discretionary use of the revenue. She acknowledged that improvements to FrontRunner could benefit Clinton because of its proximity to the Clearfield station but expressed concern about supporting the proposal without clearer information regarding how approximately $8 million per year subject to County discretion could be spent. She suggested that the City's feedback should emphasize the need for additional information.

Councilmember Arave expressed reluctance to affirmatively support a tax increase that would ultimately be decided by the County Commission. He noted that the City would benefit from the additional transportation revenue if the tax were imposed but preferred that the County make its own decision rather than have Clinton advocate for the increase.

Councilmember Danson likewise questioned whether the City Council should be the body endorsing the County's tax decision and expressed concern that residents themselves should have input. He also wanted clearer assurances regarding UTA expansion and transit benefits for west-side communities.

Councilmember Danson moved that the City remain neutral on the proposed tax while communicating concerns regarding the County's discretionary use of the funds and the need for additional UTA service and transit benefits on the west side. The motion died for lack of a second.

Councilmember Larsen then moved to communicate to Davis County that Clinton City was not in support of the proposed tax increase because questions remained regarding the allocation of the funds. Councilmember Christensen seconded the motion.

Councilmember Larsen explained that he preferred stating specifically what the Council could not support rather than describing the City as neutral. Councilmember Searle stated that the approach was a good compromise.

Councilmember Larsen amended the motion to specify that the City's non-support and concerns would be communicated to Davis County by letter because of the lack of details and specificity. Councilmember Christensen agreed to the amendment.

Before the vote, Mayor Dougherty clarified the question before the Council: whether to send a letter to Davis County explaining that Clinton City was unable to offer its support because the Council remained unclear about the County's discretion in allocating and expending significant portions of the revenue, the extent to which west-side communities would have access to transit benefits, and whether the funding returned to cities would adequately compensate for the amount residents would pay toward the tax. The Mayor asked whether the Council wished to send a letter stating those concerns.

A voice vote was taken. All Councilmembers voted in favor, and the motion carried unanimously.

CONSENT ITEMS

1. Resolution 22-26, Cooperative Agreement with UDOT for SR-108; SR-37 to 4275 South
2. Approval of Minutes: July 28, 2026, City Council Work Session and City Council Meeting
3. Approval of Accounts Payable: July 2026

In regard to Resolution 22-26, Mr. Cahoon explained that UDOT is replacing storm drainpipes along SR-108 and constructing a detention pond at approximately 2657 North 2000 West. UDOT will own and maintain the pond and its drainage facilities while reserving capacity for Clinton City stormwater. The agreement identifies the parties' responsibilities and the amounts and locations of stormwater entering the system. The staff report identified no fiscal impact.

MOTION: Councilmember Searle moved to approve the consent items. Councilmember Arave seconded the motion. Voting by roll call is as follows: Councilmember Arave, yes; Councilmember Christensen, yes, Councilmember Danson, yes; Councilmember Larsen, yes; Councilmember Searle, yes.

OTHER BUSINESS

CITY MANAGER/DEPARTMENT HEAD REPORTS

Public Works Director David Williams reported on the recycling cart rollout. Approximately 7,000 carts had been distributed and, as of the morning of the meeting, 811 residents had requested cart removal. Staff recommended September 25 as the opt-out deadline to avoid the recycling charge appearing on the October utility bill. The Council also discussed resident feedback and the existing $25 pickup and cleaning fee for unwanted black garbage cans.

CITY MANAGER REPORT

City Manager Trevor Cahoon reported that upcoming training opportunities through the Utah Chapter of the American Planning Association and the Utah League of Cities and Towns would be held in September and October and stated he would provide the dates. He also updated the Council regarding UDOT design and approval issues affecting the pedestrian bridge project. Staff will continue discussions with UDOT and may administer the bridge portion of the project directly using secured grant funding if necessary.

COUNCIL REPORTS

Councilmember Christensen – Nothing to report.

Councilmember Larsen – Nothing to report.

Councilmember Arave reported that the next RAP Tax meeting would be held August 19 and would include further discussion of park-related ideas.

Councilmember Searle – Nothing to report.

Councilmember Danson reminded the Council that Youth Council applications were due August 14 and reported on the Communities That Care "Nourish the Service" project benefiting enlisted service members and their families.

MAYOR'S REPORT

Mayor Dougherty noted that August 17, 2026, marks the 90th anniversary of Clinton's formal incorporation as a town on August 17, 1936, and stated that the anniversary would be recognized on social media.

ADJOURNMENT - The meeting adjourned at 8:27 pm.

Dated this 25 day of August 2026
/s/Lisa Titensor, Clinton City Recorder