



CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
October 27, 2026 - WORK MEETING

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

55 South State Street
Third Floor
Clearfield, Utah

6:00 P.M. WORK MEETING

Discussion of a Telecommunications Franchise Agreement with Comcast of California/Massachusetts/Michigan/Utah, LLC and Comcast of Wasatch, Inc.

Discussion of Themes for Public Art on Fire Hydrants

Discussion of Davis County's Request to Apply the Supportive Housing (S-H) Overlay to Approximately 4.25 Acres at 1230 East 1450 South (TIN: 09-022-0183) to Allow Supportive Housing and Services for Individuals Experiencing Homelessness

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

Posted October 21, 2026.

/s/Chersty Titensor, Deputy City Recorder

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

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



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Amy Jones, Deputy City Attorney

MEETING DATE: October 27, 2026

SUBJECT: Telecommunications Franchise Agreement with Comcast of California/Massachusetts/Michigan/Utah, LLC and Comcast of Wasatch, Inc.

RECOMMENDED ACTION

Staff recommends the approval of the attached proposed Telecommunications Franchise Agreement with Comcast of California/Massachusetts/Michigan/Utah, LLC and Comcast of Wasatch, Inc.

DESCRIPTION / BACKGROUND

I. BACKGROUND

A. Franchise Agreements: A franchise agreement is a contract between the City and a company allowing the company to use public rights-of-way to deliver services or products. These agreements are common for providers of natural gas, telephone, internet, and cable television. Companies pay for the use of the rights-of-way through the fees they charge consumers for those services.

B. Telecommunications Act: Congress enacted the Telecommunications Act of 1996 with the primary intent of benefiting the public by opening the communications industry to competition. Under the Act, local governments may manage their rights-of-way and require fair and reasonable compensation from telecommunications providers. However, the Act and related case law also require that local regulations be “competitively neutral and nondiscriminatory” when granting access to rights-of-way.

II. ANALYSIS

Comcast wishes to continue providing services in Clearfield City under a renewed franchise agreement. The proposed agreement grants Comcast a nonexclusive right to construct and maintain a telecommunications network in, under, above, and across the City’s rights-of-way.

Clearfield City Municipal Code § 8-6-1 et seq., *Telecommunications Use of Rights-of-Way*, outlines the City's authority, intent, and requirements for telecommunications franchise agreements. Members of the Legal Department, Public Works, and other City staff reviewed, negotiated, and contributed to the attached proposed agreement.

A. Proposed Telecommunication Franchise Agreement: The major provisions of the proposed agreement are consistent with those commonly used across the state. The agreement authorizes the provider to use public rights-of-way to deliver its services. As previously noted, federal and state laws significantly limit the ability of either party to impose unique or nonstandard requirements.

B. Insurance and Indemnification: The proposed agreement requires the provider to maintain a comprehensive general liability insurance policy—including underground damage coverage—in the amount of \$10 million, protecting the City against bodily injury and property damage claims. The agreement also indemnifies the City against all claims arising from the provider's negligent acts or omissions.

C. Term of Proposed Telecommunication Franchise Agreement: The proposed franchise agreement has an initial term of 15 years, excluding certain uncured breaches. The Franchisee may exercise up to two additional five-year renewal options. The City retains the right to terminate the agreement early for specified reasons, including failure to comply with the City's Rights-of-Way Ordinance. Any modifications to the agreement must be made in writing and signed by both parties.

CORRESPONDING POLICY PRIORITIES

- Providing Quality Municipal Services

FISCAL IMPACT

Neutral. The proposed franchise agreement is not expected to increase or decrease total telecommunications tax revenue. The City currently receives telecommunication taxes at a rate of 3.5%.

FY 2027 Revenue Budget

	FY24 Actuals	FY25 Actuals	FY26 Budget	FY27 Budget	Change '26 to '27
General Fund 10					
Taxes					
314002 CaTV Franchise Taxes	113,597	98,993	145,000	96,000	(49,000)



ALTERNATIVES

Subject to alternative direction from the Council, staff believes the following to be viable alternatives:

- a. Approve franchise agreement as currently proposed.
- b. Direct staff to negotiate for specific edits or terms to the proposed franchise agreement and return to Council for further discussion at a future work or policy session. *
- c. Not approve the proposed franchise agreement. *

* As noted above, federal and state laws limit the City's ability to negotiate terms in the same manner as in other types of contracts, due to the statutory framework governing telecommunications services and rights-of-way.

SCHEDULE / TIME CONSTRAINTS

The applicant and the city acknowledge a desire to have a current and fully executed franchise agreement in place to define the ongoing relationship.

LIST OF ATTACHMENTS

- Attachment A: Proposed Telecommunications Franchise Agreement with Comcast of California/Massachusetts/Michigan/Utah, LLC and Comcast of Wasatch, Inc.
- Attachment B: Resolution for Telecommunications Franchise Agreement with Comcast of California/Massachusetts/Michigan/Utah, LLC and Comcast of Wasatch, Inc.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between the Clearfield City, Utah (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, and Comcast of California/Massachusetts/Michigan/Utah, LLC and Comcast of Wasatch, Inc. (hereinafter “FRANCHISEE”), with its principal offices at 9602 South 300 W Sandy, UT 84070, and FRANCHISEE may be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the FRANCHISEE desires to provide cable services (hereinafter “System”) within the CITY and in connection therewith to establish a Cable System within the present and future rights-of-way of the CITY; and,

WHEREAS, the CITY has enacted Title 8, Chapter 6 of the Clearfield City Code, Telecommunications Use-of-Rights-of-Way Ordinance (“ROW Ordinance”), incorporated by reference; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to allow the FRANCHISEE a nonexclusive franchise to operate a Cable System in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the FRANCHISEE agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ROW ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE.

1.2 Ordinance. The CITY has adopted the Telecommunications Rights of Way (ROW) Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. The FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with the ROW Ordinance. The parties agree that the provisions and requirements of the ROW Ordinance are material terms of this Agreement, and that each party hereby agrees to comply with the terms of the ROW Ordinance. The definitions in the ROW Ordinance shall apply herein unless a different meaning is indicated.

1.3 Ordinance Amendments. The CITY reserves the right to amend the ROW Ordinance at any time. The CITY shall give the FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. In the event of any conflict between this Agreement and the ROW Ordinance, the ROW Ordinance shall govern.

Franchise Description. The Agreement provided hereby shall confer upon the FRANCHISEE a nonexclusive right, privilege, and franchise to construct and maintain a Cable System, under, above and across the present and future public municipal Rights-of-Way in the City. This Agreement is entered into by and between the parties under the authority and shall be governed by the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. Sections 521 *et seq.*, and the Utah Municipal Code, as amended from time to time; provided that any provisions of the Utah Municipal Code that are inconsistent with Cable Act shall be deemed to be preempted and superseded.

1.4 Licenses. The FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the ROW Ordinance.

1.5 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

1.6 No Property Right. This franchise does not convey any ownership interest in the Public Ways nor create any vested right beyond the term of this Agreement.

ARTICLE 2. FRANCHISE FEE.

2.1 Franchise Fee. For the Franchise granted herein, the FRANCHISEE shall pay to the CITY a franchise fee in accordance with the Cable Communications Policy Act of 1984, as now in effect and as may be subsequently amended from time to time. The franchise fee shall be in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the cable system to provide cable service in the City, and shall be made on a quarterly basis, and shall be due forty-five (45) days after the close of each calendar quarter. The City hereby agrees that the total franchise fee, as interpreted under the Cable Communications Policy Act of 1984, shall not exceed the greater of the percentage of fees any other video service provider, under state authorization or otherwise, providing service in the Franchise Area pays to the City.

2.2 Equal Treatment. CITY agrees that FRANCHISEE shall receive terms, fees, and treatment no less favorable than those provided to any other similarly situated franchisee, whether existing or future.

ARTICLE 3. TERM AND RENEWAL.

3.1 **Term and Renewal.** The franchise granted to FRANCHISEE shall be for a period of fifteen (15) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial fifteen (15) year term of this Agreement, the franchise granted herein may be renewed by the FRANCHISEE upon the same terms and conditions as contained in this Agreement (plus any amendments to the ROW Ordinance, to this Agreement and/or any other applicable law) for two (2) additional five (5) year term at FRANCHISEE's option.

3.2 **Rights Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the FRANCHISEE and the CITY, or by revocation or forfeiture, and barring any sale by the FRANCHISEE to a third party (which requires assumption of this Agreement by such third party as well as CITY approval, which approval shall not be unreasonably withheld) the FRANCHISEE shall abandon its System within the CITY and at the CITY's request, unless some other arrangement is made with the CITY, remove from the Rights-of-Way any and all of FRANCHISEE'S System which exists above ground. In such event, it shall be the duty of the FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was affected. Notwithstanding anything to the contrary set forth in this Agreement, FRANCHISEE may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way.

ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and the FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 **Meet to Confer.** The FRANCHISEE and the CITY recognize that many aspects of the cable communication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the ROW Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or

administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided, that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, “material consideration” for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the ROW Ordinance, and the City’s Excavation Permit Ordinance. For the FRANCHISEE, “material consideration” is its ability to use the Rights-of-Way for telecommunication purposes in a commercially reasonable and commercially viable manner, consistent with this Agreement, the ROW Ordinance, and the CITY’s Excavation Permit Ordinance.

ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure; or,

(b) The FRANCHISEE, by act or omission, violates a material duty herein set forth in any particular within the FRANCHISEE’s control, and with respect to which [full](#) redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the FRANCHISEE notice of such determination, the FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety (90) day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the FRANCHISEE; or,

(c) The FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the FRANCHISEE within sixty (60) days.

(d) The FRANCHISEE's failure to comply with the ROW Ordinance shall constitute a material breach of this Agreement, subject to the notice and cure provisions set forth herein.

6.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the FRANCHISEE from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 **Remedies at Law.** In the event the FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the FRANCHISEE, whichever the case may be, shall have forty-five (45) days from the receipt of written notice: (A) to respond, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the other party of the steps being taken and the projected date that the cure will be completed.

6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 7. PARTIES' DESIGNEES.

7.1 **CITY designee and Address.** The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the ROW Ordinance, all notices from the FRANCHISEE to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 55 State Street, Clearfield, Utah 84015, or such other officer and address as the CITY may designate by written notice to the FRANCHISEE.

7.2 **FRANCHISEE Designee and Address.** The FRANCHISEE's designated agent, officer or representative or designee(s) shall serve as the FRANCHISEE's representative regarding administration of this Agreement. Unless otherwise specified herein or in the ROW Ordinance, all notices from the CITY to the FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE's headquarter offices at 1701 John F. Kennedy Boulevard, Philadelphia, PA, attention Legal Department, and such other office as the FRANCHISEE may designate by written notice to the CITY.

7.3 **Failure of Designee.** The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the CITY or FRANCHISEE.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 **Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, the FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the FRANCHISEE is effectively self-insured if the FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 **Indemnification.** The FRANCHISEE agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the FRANCHISEE to assume the defense of such with counsel of the FRANCHISEE's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the FRANCHISEE shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 9. INSTALLATION

9.1 **Coordinated Installation.** In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other FRANCHISEES or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted and at City's sole discretion, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way. The CITY is under no obligation to postpone these other installations, repairs or maintenance of facilities if the FRANCHISEE is not able to meet the CITY's schedule.

9.2 **Underground Installation.** Notwithstanding the provisions of Article 1.3 and 1.4 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances including the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground facilities until and unless other similarly situated FRANCHISEE's in the same location are required to do so. FRANCHISEE shall comply with the requirements of Section 8-6-9(D) of the City Code, including obligations related to emergency actions, temporary relocation, and changes in rights-of-way, to the extent applicable and within FRANCHISEE's legal authority.

9.3 New Underground Installations. The Provider will be permitted to install new aerial cable runs if the Provider agrees that such new aerial cable runs will be relocated underground if and when the City later directs, and so long as the City, at the same time, requires all other utilities with overhead facilities in the same location to move their facilities underground, so long as it is operationally and technically feasible to go underground at the time. Lines can be placed on already-existing poles. Those Facilities which cannot practically be placed underground may be left above ground. If all other utility lines are already underground in any section of a Public Way in which Provider wishes to install its new Facilities then Provider shall instead install its new cables underground. The foregoing contents of this shall not be construed to prohibit or limit Company's ability to: overlash cable onto existing aerial facilities; replace existing aerial cables or poles as part of maintenance or upgrade activities; or provide aerial drops to customers.

9.4 Cooperation with Others in Placing Lines Underground. To the extent the same does not materially increase Provider's costs or otherwise materially impact Provider's operations, the Provider shall, when undertaking a project of placing its fiber optic lines and other Facilities underground, cooperate with other utilities, agencies, or companies which have their lines overhead to have all lines placed underground as part of the same project. When other public utility companies or telecommunication companies are placing their lines underground and Provider is required to do so, as well, pursuant to section 7.9, the Provider shall, where feasible, cooperate with these utilities and companies and undertake to place its Facilities underground as part of the same project. Further, should the City, regardless of intent make available without cost to the Provider the underground infrastructure deemed necessary to allow for the Provider, along with all other utilities, agencies, or companies, to place its fiberoptic lines and other Facilities underground, Provider shall, cooperate with the City and these utilities, agencies, or companies and assume those remaining costs necessary to place its fiberoptic lines and Facilities underground as part of the same project; provided, however, this shall not be applicable to any relocation requests of Provider's existing fiberoptic lines and other Facilities.

ARTICLE 10. CONSTRUCTION AND TECHNICAL REQUIREMENTS

10.1 Acknowledgement of FRANCHISEE Obligations under ROW Ordinance. The FRANCHISEE acknowledges and agrees to follow the construction and technical requirements contained at section 8-6-7 of the City's ROW Ordinance, as amended, which section requires, among other things, that FRANCHISEE move or relocate its system at its sole expense according to the circumstances and notice provisions outlined therein. Notwithstanding the foregoing, FRANCHISEE's obligation to relocate facilities at its expense shall apply only to facilities located within the public rights-of-way or future rights-of-way and where FRANCHISEE has the legal right and practical ability to relocate such facilities. FRANCHISEE shall obtain all required excavation permits and approvals pursuant to applicable City ordinances prior to performing any excavation within the public rights-of-way.

10.2 FRANCHISEE shall inform CITY of any agreement made between them and a third party for use of equipment related to this agreement. All such third party users are required to enter into a separate agreement with CITY.

ARTICLE 11. GENERAL PROVISIONS

11.1 **Binding Agreement.** The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 **Utah Law; Dispute Resolution.** This Agreement shall be interpreted pursuant to Utah law. Any dispute arising out of this Agreement shall first be submitted to non-binding mediation. If mediation is unsuccessful, disputes seeking monetary damages shall be resolved by binding arbitration in Davis County, Utah, while either party may seek injunctive or declaratory relief in the Second District Court, Davis County, Utah, or the U.S. District Court for the District of Utah.

11.3 **Time of Essence.** Time shall be of the essence of this Agreement.

11.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 **No Presumption.** All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 **Additional Agreements.** All parties are not precluded from entering into other legal agreements pertaining to the telecommunications systems noted within this agreement.

11.8 **Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

SIGNED AND ENTERED INTO this ____ day of _____, 2026

“CITY”
CLEARFIELD CITY

By: _____ Date: _____
Mark Shepherd, Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Comcast of California/Massachusetts/
Michigan/Utah, LLC

Comcast of Wasatch, Inc.

By: _____ By: _____
Title: _____ Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
:ss.
COUNTY OF _____)

On the ____ day of _____, 2026, before me, _____
(insert name of notary public), a notary public, personally appeared _____
(insert name of corporate officer/signer), proved on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they
executed the same as _____ (insert title, e.g., President, CEO, etc.) for and on
behalf of _____ and _____ (insert name of corporation),
and that the instrument was executed by authority of its bylaws or board of directors.

Notary Public
Residing at: _____
My Commission Expires: _____

CLEARFIELD CITY RESOLUTION 2026R-24

A RESOLUTION OF THE CLEARFIELD CITY COUNCIL AUTHORIZING THE EXECUTION BY THE MAYOR OF A FRANCHISE AGREEMENT BETWEEN CLEARFIELD CITY AND COMCAST OF CALIFORNIA/MASSACHUSETTS/MICHIGAN/UTAH, LLC AND COMCAST OF WASATCH, INC.

WHEREAS, federal, state and local laws allow for the establishment, creation, and use of telecommunications facilities in Clearfield City by franchise agreement; and

WHEREAS, Clearfield City and Company desire to enter into an updated nonexclusive franchise agreement granting to Company the right and privilege to continue to provide telecommunications services within the City primarily through fiber-optic lines, and in connection therewith, to establish and maintain a telecommunications network in, under, along, over and across present and future Public Ways of the City; and

WHEREAS, the City Council has reviewed and considered the attached Franchise Agreement between Clearfield City and Company; and

WHEREAS, the City Attorney has reviewed the Franchise Agreement and has approved it as to form and compliance with federal, state, and local laws and regulations governing the awarding of telecommunications franchises; and

WHEREAS, the City Council has determined the Franchise Agreement to be in the best interest of Clearfield City and will be beneficial to the health, safety, and welfare of citizens of the City.

NOW, THEREFORE, BE IT RESOLVED by the Clearfield City Council as follows:

Section 1. Resolution. The Franchise Agreement between Clearfield City and Company to provide telecommunications services, attached hereto as Exhibit A and by this reference made a part hereof, is hereby approved and authorized for signing by the mayor on behalf of Clearfield.

Section 2. Effective Date. This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF CLEARFIELD CITY,
STATE OF UTAH, THIS ____ DAY OF _____ 2026.**

ATTEST

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

NOT PRESENT:

TO: Mayor Shepherd and City Council Members

FROM: Shaundra Rushton, Communications Manager

MEETING DATE: October 27, 2026

SUBJECT: Fire Hydrant Public Art

RECOMMENDED ACTION

To select six fire hydrant art themes

DESCRIPTION / BACKGROUND

At the July retreat, the city council directed staff to pursue neighborhood art in the form of fire hydrant murals. The City Council discussed how this program would be most effective and ultimately decided on selecting a theme for each neighborhood that fire hydrant art is installed. Each fire hydrant in that neighborhood would be painted to fit into a pre-selected theme.

Staff asked the Clearfield City Youth Commission to research fire hydrant art themes and present a recommendation to council. The Youth Commission met at the end of September to determine the six themes. The top themes they selected were: animals, Disney/superheroes, meeples (people caricatures), food, art styles and/or mediums (abstract/hippie/crayons/etc.), and nature. Staff is seeking guidance on the City Council's preferred themes.

Staff researched the location and ownership of fire hydrants and if any barriers exist to color selection. The city has 1,531 fire hydrants in the city. The oldest fire hydrants were built in the 1940s, and the older ones can leak with temperature changes. Staff recommend we select streets with newer fire hydrants to prevent problems due to leakage, specifically fire hydrants less than 30 years old. The Fire hydrants can be painted any color. The tops don't need to be different colors, but we cannot paint in the threads on the sides. Public Works staff uses two-part epoxy paint on the hydrants currently, so this is something to keep in mind as we proceed with this project.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy



HEDGEHOG SCORE

NA

FISCAL IMPACT

Costs have not been calculated at this time, but a budget of approximately \$10,000 from the city council budget has been green lighted for this project.

ALTERNATIVES

The city council could choose to invest the money into other types of art instead, such as additional murals or statues.

SCHEDULE / TIME CONSTRAINTS

The project is slated for fiscal year 2027.



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Spencer Wayne Brimley, Assistant City Manager

MEETING DATE: October 27, 2026

SUBJECT: **Discussion on RZN 2026-0903**, a zoning map amendment request by Davis County to rezone approximately 4.25 acres of the subject property from C-1 (Commercial) to C-1 (Commercial) with an S-H (Supportive Housing Overlay). The S-H Overlay is intended to allow supportive housing paired with supportive services for individuals who have experienced homelessness. **Location:** 1230 East 1450 South (TIN: 09-022-0183). **Parcel Area:** 5.26 Acres. (Legislative Matter)

RECOMMENDED ACTION

This item is for discussion only. The discussion will take into consideration the public comment and the recommendation for approval from the Planning Commission. Staff is seeking to discuss the proposed rezone prior to the hearing on November 10, 2026.

DESCRIPTION / BACKGROUND

PROPOSED REZONE

The property under review consists of approximately 5.26 acres located at 1230 East 1450 South in the C-1 (Commercial) zone. Historically the site was occupied by a church building but is currently vacant following the demolition and removal of the church in 2023. Following the church being removed the parcel was purchased by Tanner Clinic to develop a large office building. This project was approved and permitted, but following city approvals Tanner withdrew their interest and allowed the property to be available for purchase.

Davis County is currently under contract to purchase the property, which is located within the C-1 (Commercial) Zone. The County is requesting approximately 4.25 acres of the property be designated C-1 (Commercial) S-H (Support Housing Overlay) to allow the County to pursue development of a supportive housing facility. The proposed zoning map amendment would apply a supportive housing overlay district to the property. The requested district was adopted by the City in January 2026 specifically for use within the C-1 (Commercial) Zone.

The applicant is requesting approval of their application for the S-H Overlay to approximately 4.25 acres of the subject property. The remaining approximate 1 acre of the subject property, fronting 1450 South, would remain C-1 (Commercial) to provide for potential future commercial uses. The S-



H Overlay allows a supportive housing facility to contain no more than 60 dwelling units and establishes a maximum density of 16 dwelling units per acre. Based on the approximately 4.25-acre area proposed for the overlay, the maximum of 60 dwelling units would result in a density of approximately 14 units per acre, which is below the maximum density permitted by the S-H Overlay.

Supportive Housing Regulations

The Supportive Housing Overlay (S-H) is a zoning overlay that may be applied to properties within the C-1 (Commercial) Zone. The purpose of the overlay is to establish appropriate land use and development standards for supportive housing facilities that provide housing paired with ongoing support services intended to promote long-term well-being and housing stability for individuals affected by homelessness. The S-H Overlay establishes regulations specific to supportive housing while retaining the underlying C-1 zoning designation.

Key provisions include:

- The overlay is applied through the zoning map amendment process.
- Development within the S-H Overlay requires a development agreement.
- Development is subject to the City's site plan review process.
- C-1 development standards apply except where the S-H Overlay establishes different standards.
- A supportive housing facility may contain no more than 60 dwelling units and may not exceed a density of 16 units per acre.

GENERAL PLAN & ZONING MAP AMENDMENT ANALYSIS

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

1. Review Consideration:
 - a. The proposed amendment is in accordance with the General Plan and Map; or
 - i. Explanation: The future land use designation in the General Plan for the subject property is "General Commercial." This designation is primarily intended for commercial activities such as office, retail, entertainment, and restaurant uses. A mix of commercial and medium-density residential uses may also be considered; however, residential development is not intended to occur without a commercial component. The proposed rezone maintains approximately one acre of the property along the 1450 South frontage as C-1 (Commercial), preserving an opportunity for future commercial development



consistent with the General Plan's General Commercial designation. The remainder of the site would be designated with the Supportive Housing Overlay, which was specifically adopted by the City as an overlay to the C-1 Zone. Staff therefore finds that the proposed rezone maintains a portion of the site for commercial development consistent with the General Plan while applying an adopted zoning framework for supportive housing to the remainder of the site. The proposed rezone also supports the General Plan's Housing and Neighborhoods objectives and strategies. The S-H Overlay would provide an additional housing option and support the integration of affordable housing near services and transportation options, consistent with Strategy HN-3. The request also provides an opportunity to collaborate with Davis County as a regional partner in providing housing and essential supportive services, consistent with Strategy HN-7.

- b. Changed conditions make the proposed amendment necessary to fulfill the purpose of this title.
 - i. Explanation: The proposed amendment responds to changed circumstances involving the subject property and the proposed use of the property. Davis County has identified the subject property as a potential location for a supportive housing facility and is currently under contract to purchase the property for this purpose. The proposed rezone would apply the City's existing S-H Overlay to the property in response to this specific development circumstance. Applying the S-H Overlay would allow the proposed use to be considered under standards specifically established for supportive housing while maintaining the underlying C-1 zoning designation and the City's applicable development review processes. Staff therefore finds that the proposed amendment responds to changed conditions and supports the purposes of the Land Use Title.

FINDINGS AND CONCLUSION

Based on the analysis of this request and the Clearfield City General Plan as well as the City's Land Use Ordinance, staff recommends that the Planning Commission forward a recommendation of APPROVAL to the Clearfield City Council for the proposed zoning map amendment.

This recommendation is based on the analysis of the staff report and the following findings:

1. The subject property is currently located within the C-1 Zone, which is the underlying zoning district to which the S-H Overlay may be applied under the Clearfield City Code.
2. The requested zoning designation of C-1 (S-H) is consistent with the zoning framework established by the City through its January 2026 adoption of the Supportive Housing Overlay.

- 
3. The proposed rezone is generally consistent with the applicable goals, objectives, and strategies of the Clearfield General Plan, including provisions encouraging a range of housing options, access to services and transportation, and collaboration with regional partners.
 4. Application of the S-H Overlay would establish the regulatory framework for supportive housing on the subject property but would not, by itself, approve a specific development proposal. Future development would remain subject to applicable site plan review, development standards, and a development agreement.
 5. The proposed rezone maintains approximately one acre of the subject property along 1450 South as C-1 (Commercial), preserving the opportunity for future commercial development consistent with the General Plan's General Commercial designation.
 6. The subject property is located in an area with access to existing services, transportation options, and other community resources, which is consistent with the City's established framework for allowing supportive housing within the C-1 Zone and in proximity to services and transportation

PUBLIC COMMENT

Staff counted approximately 90 people in attendance at the public hearing on October 7, 2026. One third of the attendees stood to speak and voice either opposition or support for the project. Many of the comments presented involved allowing the community to have more say and participation in the physical project. Many of the comments provided were repetitive in nature as concerns expressed were shared by more than 1 or 2 people present. Below staff has tried to provide the most prevalent concerns, from the meeting for the Council to be aware of.

The vast majority of those who spoke were not in favor of the rezone and were concerned about the following matters.

Comments against the proposal (21 people spoke)

- Increased traffic on a collector (more narrow street)
- Potential for increase of crime and drugs
- Loss of commercial opportunity
- Lack of data to support the need or to show why commercial uses are not viable
- Negative impacts to community and property
- Safety for families in this and adjacent neighborhoods
- Impacts to already strained budget and city resources



Comments in favor of the proposal (8 people spoke)

- Location is central to provides for the resources and services for the facility (this was the main point for those who spoke in favor)
- Needed to assist those who are experiencing homelessness and trying to change their situation

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

Reducing the visible impact and its associated costs appropriate, well-managed permanent supportive housing can improve a community and support the day-to-day livability, and associated fiscal and economic outcomes.

HEDGEHOG SCORE

Not completed

FISCAL IMPACT

Fiscal impact is not part of the review process for a legislative item.

ALTERNATIVES

There is no action for this item at this time. Any action taken by the body will be taken during the public hearing on November 10, 2026. During that meeting and after careful consideration and analysis of the information presented, the Council may consider the following options:

1. **Move to recommend approval of RZN 2026-0903**, to the Clearfield City Council, a zoning map amendment request to rezone approximately 4.25 acres of the subject property from C-1 (Commercial) to C-1 (Commercial) with an S-H (Supportive Housing) Overlay.
2. **Move to recommend denial of RZN 2026-0903**, to the Clearfield City Council, a zoning map amendment request to rezone approximately 4.25 acres of the subject property from C-1 (Commercial) to C-1 (Commercial) with an S-H (Supportive Housing) Overlay.
3. **Move to table RZN 2026-0903** to a specific meeting date and request additional information to consider the request.

SCHEDULE / TIME CONSTRAINTS



This is the discussion for this item. Public hearing and potential action is planned for Tuesday, November 10, 2026. During that meeting the council will hear and consider all information, take any public comments and determine the action to be taken.

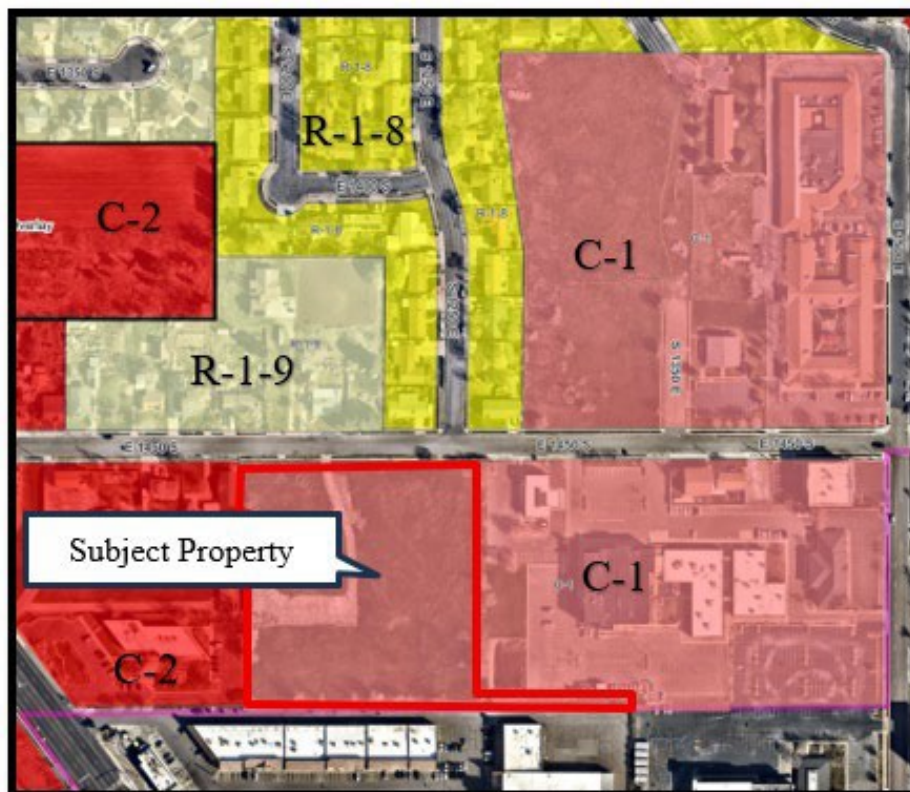
LIST OF ATTACHMENTS

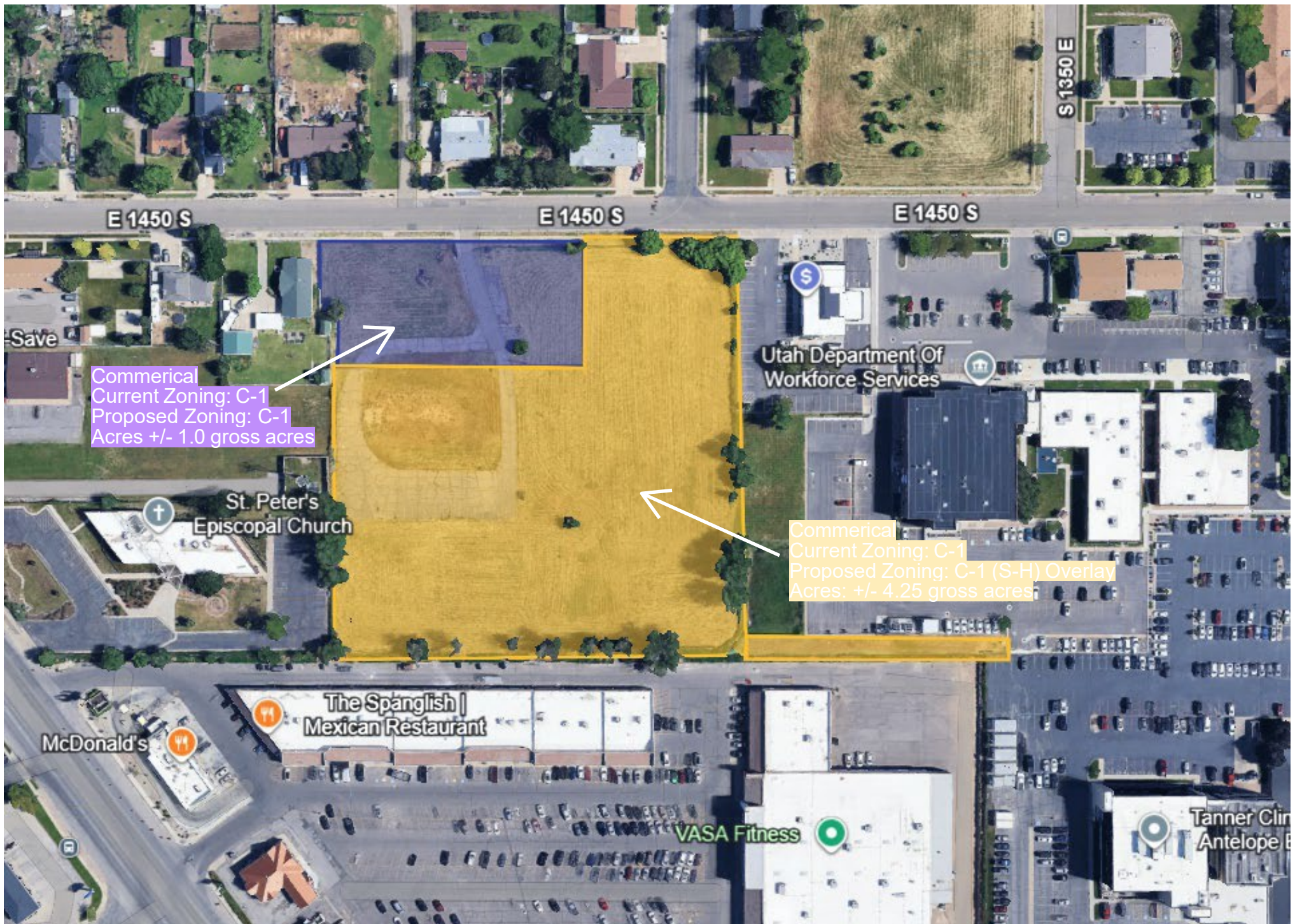
- 1230 E 1450 S - General Plan Map/Zoning Map
- 1230 E 1450 S Proposed Rezone Map
- Written comments (email and website submission)
- RMCE Letter
- Western Care Letter

1230 E 1450 S – GENERAL PLAN MAP



1230 E 1450 S – ZONING MAP





Proposed Zoning Map

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Name

Carson Brown

Are you a:

Resident/Business Owner

Date

10/5/2026

Telephone Number

8017190244

Public Hearing Item

RZN 2026-0903

Comments

If the approval of the rezoning map overlay "would not constitute approval of a specific development project", then I would like to know why the rezoning is even being considered if there is no specific development project already in the works. If there were to be a homeless service center in Clearfield, I would like to know what other locations were considered and why the property right next to a credit union and a lot of single-family homes was chosen as the ideal location?

I tried my best to make a list of pro's and con's of the location and the summary of pro's can be fulfilled in other locations throughout clearfield. Some of those pro options include proximity to main roads, transportation, hospitals and care centers. Con's that I noted were the credit union, VASA parking lot (which already has plenty of problems), Speedway Gas Station (already has police calls weekly to remove homeless, drunk, and high individuals from the premises), and the approximately 75 single-family homes within 400 meters of the intended location. Children living in the Valhall neighborhood are not provided public transport to school for elementary, junior high, or high school because of the proximity of the schools to the neighborhood. Having a homeless shelter where kids walk to and from school every day is a large risk.

I understand that not all, and even not the majority, of homeless individuals are drunks and drug abusers, but that portion that are present a higher risk to the neighborhood. Will there be additional police monitoring or full-time security if a homeless shelter were to be approved? Would property taxes be raised to cover these costs? Would the neighborhood homes closest to the homeless shelter receive discounts on property taxes for the potential decrease in property value that a homeless shelter would bring to all the single-family homes nearby?

I know there is likely a lot more that goes into these decisions than what I am aware of, but this all feels like it was secretive. I only found out because a neighbor was on the city website looking for information on another matter and noticed that there was a rezoning meeting and nobody in the neighborhood most affected were even aware that this was happening tomorrow.

If the land would be rezoned, would the current owners of the land (Medical Building LLC) have more of a say in the rezoning? To the doctor's that own Medical Building LLC, it is just a business transaction, but to common residents, this is a huge change that should require more notice, especially to those nearest to the project.

If there were other properties to be considered, I would hope that the many lots owned by UT Transit Authority would be considered as they are already owned by the state and haven't had meaningful improvements on them in years. These lots would still retain access to a main road, public transportation, fast food, churches, etc. while eliminating the issue of being so close to large groups of homes. There are some apartments and a trailer park, but the land owned by the Transit Authority has the cemetery and State Street that will still provide space for those that are in need of shelter while not inviting the homeless population into residential neighborhoods to wander.

I appreciate the work being done and wish that this was made known to all in my neighborhood. I hope that you will reconsider the zoning and seek other options

From: MARIA NKPADOBI <nkpadobi@comcast.net>
Sent: Wednesday, October 7, 2026 5:04 PM
To: Stacy Millgate <Stacy.Millgate@clearfieldcityut.gov>
Subject: homeless housing

You don't often get email from nkpadobi@comcast.net. [Learn why this is important](#)

I apologize i can not attend meeting regarding homeless apts. 1450 is a very busy street with the flow of traffic to and from the hospital. Has anyone of the council members talked to any of the residents personally that live on that street there should be speed bumps

I was told a warming center and now 30 apts for the homeless. How will this affect the property values on this street.

Crime rate in the area.



October 5, 2026

Via email (tyson.stoddard@clearfieldcityut.gov) and U.S. Mail

Clearfield City Planning Commission
c/o Community Development Department
55 South State Street
Clearfield, UT 84015

Re: Opposition to RZN 2026-0903 – Proposed S-H (Supportive Housing) Overlay, 1230 East 1450 South (TIN 09-022-0183)

Dear Members of the Planning Commission:

RMCE Clearfield SNF OC, LLC manages Rocky Mountain Care – Clearfield, a licensed skilled nursing facility located across 1450 South from the subject property. We submit these comments in opposition to RZN 2026-0903 and ask that they be included in the record for the October 7, 2026 Planning Commission hearing and the November 10, 2026 City Council hearing.

Our facility provides 24-hour skilled nursing, rehabilitation, and long-term care to medically fragile residents, many of whom are elderly, have limited mobility, or live with dementia or other cognitive impairments. Our staff and visitors arrive and leave at all hours, including overnight shift changes. The safety and security of our residents and staff is our first priority, and the surrounding land uses bear directly on that.

We oppose the proposed overlay for the following reasons:

1. **Compatibility with adjacent healthcare use.** The overlay would allow a new residential use, with an intensive services component, immediately adjacent to a facility serving a highly vulnerable population. The application does not address how the use would be designed, buffered, or operated to remain compatible with a neighboring skilled nursing facility.
2. **General Plan consistency.** The General Plan designates the subject property General Commercial. Introducing a residential use into this commercial area through an overlay deserves careful review for consistency with the General Plan and with the existing pattern of commercial, healthcare, and transitional residential uses along 1450 South.
3. **No defined project or operational plan.** As the hearing notice states, approval would establish the overlay without approving a specific development. The City and neighboring property owners therefore have no information about the scale of the project, the number of units, staffing, on-site management, security, lighting, fencing, traffic and access, or how



services would be delivered. Without those details, the impacts on neighboring uses cannot be evaluated.

For these reasons, we respectfully ask the Planning Commission to recommend denial of RZN 2026-0903. Alternatively, we ask that the matter be continued until the applicant presents a defined project and operations plan for public review.

If the City is inclined to approve the overlay, we ask that it be subject to conditions that address neighboring uses, including:

- a written security and operations plan with 24/7 on-site management;
- site lighting, fencing, and landscape buffering along 1450 South;
- a designated community liaison and a good-neighbor agreement with adjacent property owners; and
- public review and notice to adjacent owners before any site plan is approved.

Thank you for considering these comments. We would welcome the chance to meet with City staff and Davis County to discuss these concerns.

Sincerely,

RMCE Clearfield SNF OC, LLC
d/b/a Rocky Mountain Care – Clearfield

By: 
Edward Bangerter (Oct 5, 2026 16:45:25 MDT)

Name: Edward Bangerter

Title: CEO of RMC Enterprises, LLC, which is the Manager of RMCE Clearfield SNF OC, LLC

RMCE Clearfield - Zoning Change Opposition Letter - 2026.10.01

Final Audit Report

2026-10-05

Created:	2026-10-05
By:	Zach Harding (zachharding@ajgreenlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQiva100xHmqmBpwn1HYnwK9T6pkUDPeQ

"RMCE Clearfield - Zoning Change Opposition Letter - 2026.10.01" History

-  Document created by Zach Harding (zachharding@ajgreenlaw.com)
2026-10-05 - 10:14:25 PM GMT
-  Document emailed to eddie.bangerter@rmcare.com for signature
2026-10-05 - 10:14:29 PM GMT
-  Email viewed by eddie.bangerter@rmcare.com
2026-10-05 - 10:14:36 PM GMT
-  Signer eddie.bangerter@rmcare.com entered name at signing as Edward Bangerter
2026-10-05 - 10:45:23 PM GMT
-  Document e-signed by Edward Bangerter (eddie.bangerter@rmcare.com)
Signature Date: 2026-10-05 - 10:45:25 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-10-05 - 10:45:25 PM GMT



*4020 Sierra College Boulevard, Suite 200
Rocklin, CA 95677
(916) 624-6200*

October 6, 2026

Clearfield City Planning Commission
Clearfield City Council
c/o Community Development Department
55 South State Street
Clearfield, Utah 84015

Re: Opposition to RZN 2026-0903 – Proposed S-H (Supportive Housing) Overlay, 1230 East 1450 South (TIN 09-022-0183)

Dear Members of the Planning Commission and City Council:

Western Care Construction Company Inc. is the agent for the property owner of 1481 East 1450 South located immediately across from the subject property and leased to Rocky Mountain Care – Clearfield for operation of a licensed skilled nursing facility. We respectfully submit this letter in opposition to RZN 2026-0903.

This opposition is not due to a generalized objection to supportive housing or to the population it is intended to serve. Our concern is whether this particular property is an appropriate location for the proposed overlay and, equally important, whether the City has reviewed adequate documentation by the applicant to make that determination before granting the requested land-use overlay.

Our property represents a substantial investment in a long-established healthcare use serving medically fragile and elderly residents. A skilled nursing facility operates 24 hours per day and serves residents who may have limited mobility, dementia, or other conditions requiring a secure care environment. Land-use decisions immediately adjacent to such a facility warrant careful consideration of compatibility, security, traffic, pedestrian activity, emergency access, lighting, buffering, and the long-term effect on the continued operation and viability of the healthcare use.

1. General Plan consistency.

The subject property is designated General Commercial in Clearfield City's General Plan. The City's staff report acknowledges that the General Commercial designation is primarily intended for office, retail, entertainment, restaurant, and similar commercial activities. The report further acknowledges that although a mix of commercial and medium-density residential uses may be considered, residential development is not intended to occur without a commercial component.

The proposed overlay would place the S-H designation on approximately 4.25 acres while leaving approximately one acre along 1450 South under the existing C-1 designation. Staff

reasons that leaving this acre available for potential future commercial development is sufficient to maintain consistency with the General Plan.

We respectfully question that conclusion. Leaving a portion of a parcel zoned commercial, with no requirement that commercial development actually occur, is materially different from requiring a commercial component as part of the development contemplated by the General Plan.

This issue is particularly important because the City's published Land Use Ordinance Text Amendment Checklist expressly states that an application proposing an amendment that does not conforms to the General Plan "cannot be processed."

Before recommending approval, we ask that the Commission and Council affirm how a predominantly residential supportive-housing project without a required commercial component satisfies the General Commercial designation.

2. Demonstration that the application has satisfied the requirements.

Clearfield City's published zoning amendment checklist states that incomplete applications will not be accepted or placed on a Planning Commission agenda until complete. The checklist calls for a completed Land Use Development Application, a Property Owner's Affidavit/Agent Authorization Form, plans, a legal description, a site exhibit, and property-owner information necessary for public notice.

The staff report states that Davis County is presently under contract to purchase the property and identifies Medical Building LLC—not Davis County—as the current property owner.

Accordingly, before acting on RZN 2026-0903, we respectfully request that the City establish:

- whether the application was determined to be complete under the published standards applicable to a private applicant;
- whether the current property owner executed the required Property Owner's Affidavit/Agent Authorization;
- whether all normally required application materials were submitted for RZN 2026-0903, if any, were waived; and
- the factual basis for determining that the application conforms to the General Plan notwithstanding the General Commercial designation.

3. Limited information on project impacts.

The hearing materials expressly state that approval of RZN 2026-0903 will establish the S-H Overlay but will not constitute approval of a specific development project.

At the same time, the staff report states that Davis County is pursuing the rezoning specifically to allow development of a supportive housing facility. The overlay could accommodate as many as 60 dwelling units on the property.

Yet, adjacent property owners currently have no information concerning the actual project's site layout, number and configuration of units, resident population and eligibility criteria, staffing levels, hours and location of supportive services, on-site management, security measures, visitor

policies, lighting, fencing, landscape buffers, pedestrian circulation, vehicle access, parking, emergency response, or operational protocols.

These are fundamental issues and additional information is required to determine whether the proposed use can coexist appropriately with an established healthcare facility serving a particularly vulnerable resident population.

The City's position appears to be that these matters can be addressed later through a development agreement and site-plan review. That sequencing substantially limits the usefulness of the present public process. Once the property has received the S-H Overlay, the central legislative land-use decision—whether supportive housing should be entitled at this particular location—will already have been made.

The City should evaluate compatibility before granting the entitlement, rather than grant the entitlement first and attempt to mitigate compatibility problems afterward.

4. Analysis does not adequately evaluate the neighboring skilled nursing facility.

The City's analysis should specifically consider the existing skilled nursing facility across 1450 South as an affected neighboring land use.

This is not an undeveloped area where surrounding uses can simply adapt to a new project. The healthcare facility is an established use with residents requiring around-the-clock care, employees arriving and departing during overnight hours, family and medical visitors, ambulance and emergency traffic, and residents whose medical and cognitive conditions can make security and predictability of the surrounding environment especially important.

Before changing the land-use entitlement across the street, the City should evaluate the proposed overlay in the context of that existing use and determine what measures would be necessary to ensure long-term compatibility.

5. Continuance is appropriate if the Commission does not recommend denial.

The City's staff report identifies tabling the application and requesting additional information as an available option. At minimum, that is warranted here.

We respectfully request that the Planning Commission recommend **DENIAL of RZN 2026-0903** and that the City Council deny the requested zoning map amendment.

Alternatively, we request that the matter be **continued or tabled** until Davis County provides sufficient project and operational information to meaningfully evaluate the proposed use and its impacts.

If the City ultimately determines that an S-H Overlay should be considered at this location, we further request that approval not occur without enforceable protections established through the zoning action and/or development agreement, including appropriate security and 24-hour management requirements; lighting, fencing and landscape buffering; defined access and pedestrian circulation; appropriate separation from the skilled nursing facility; a community liaison and good-neighbor process; and meaningful notice and opportunity for adjacent property

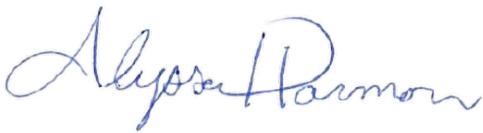
owners to review and comment upon the development agreement and site plan before final approval.

The issue before the City is not whether supportive housing serves an important public purpose. The question is whether this specific site is appropriate for that use, whether the proposed amendment is consistent with the General Plan, whether the impacts on an established healthcare facility have been adequately evaluated, and whether the City has required the same complete and transparent land-use process that it expects from private property owners.

We therefore respectfully request denial or, at minimum, continuance of RZN 2026-0903.

Thank you for your consideration and for including these comments at the public hearing.

Sincerely,



Alyssa Harmon, Administrator
Property Management, Construction, & Development
Western Care Construction Company, Inc
CSL: 453317 & DRE: 02240133
aharmon@westerncare.biz