CITY COUNCIL
2267 N 1500 W
CLINTON UT 84015
Phone: (801)-614-0700
Fax: (801) 614-0752
www.clintoncity.net

AGENDA

February 10, 2015

Mayor
L. Mitch Adams

City Council
Anna Stanton
Brice Mitchell
Mike Petersen
Karen Peterson
Barbara Patterson

I. REGULAR SESSION – 7:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Invocation or Thought
4. Roll Call

A. Employee of the Month for January 2015 – Richard Murdock
B. Concession Agreement Renewal
C. Ordinance 15-02, Adding Chapter 27, Telecommunications Cable, to Title 9 – Engineering Standards and Specifications
D. Resolution 04-15, Telecommunications Franchise Agreement with Syringa Networks, LLC
E. Tabled from January 27, 2015 – Public Hearing, Ordinance 15-01Z – Review and action upon a recommendation from the Planning Commission concerning change to the Clinton City Zoning Ordinances; § 28-2 Definitions dealing with Garages, Accessory Buildings, Carports, and Sheds; § 28-3-25 Garages, Accessory Buildings, Sheds, Carports; § 28-12 thru 28-15, and 28-19 subsections dealing with Garages, Accessory Buildings, Sheds, and Carports
F. Chlorination Station Bid Award

II. OTHER BUSINESS'

a. Approval of Meeting Minutes, January 27, 2015
b. Accounts Payable
c. Planning Commission Report
d. City Manager's Report
e. Mayor's Report
f. Council Reports on Areas of Responsibility
g. Action Item Review

III. ADJOURN

Lisa Titensor
Deputy Recorder

If you attend this meeting and, due to a disability, will need assistance in understanding or participating therein, please notify the City at least eight hours prior to the meeting and we will seek to provide assistance. The order of agenda items may be changed or times accelerated as time permits with the exception of public hearing.

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: Employee of the Month for January 2015 - Richard Murdock	**AGENDA ITEM: A**
PETITIONER: Dennis Cluff, Chief Bill Chilson	**MEETING DATE:** February 10, 2015
RECOMMENDATION: That Council recognize Richard Murdock as Employee of the Month for January 2015.	**ROLL CALL VOTE:** NO

FISCAL IMPACT:

BACKGROUND:

The Police Department selection for employee of the month for January 2015 is Richard Murdock. Officer Murdock recently applied for and received on behalf of the Police Dept a grant resulting in the award of 6 AED's (Automatic External Defibrillators). The award value is $4,875, and provides a valuable resource to provide assistance on emergency calls for service.

In addition to Officer Murdock has a strong work history with Clinton City Police Department as a Police Officer. He has consistently utilized his medical expertise as an EMT in the service of Clinton Residents and the Police Department. Officer Murdock's actions have not only been valuable resources through PD training, but have been instrumental in life saving measures and medical assistance provided our citizens on calls for service throughout his career with Clinton City.

I am pleased to recognize Officer Richard Murdock as Employee of the Month of January 2015.

ATTACHMENTS:

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: Concession Agreement Renewal	**AGENDA ITEM: B**
PETITIONER: Dennis W. Cluff; Bruce Logan	**MEETING DATE:** February 10, 2015
RECOMMENDATION: That the Council approve the renewal of the Concession Agreement with All Star Concessions extending this contract for a 5-year period to December 2020.	**ROLL CALL VOTE:** YES

FISCAL IMPACT: None to the City

BACKGROUND: All Star Concessions provided the service of Concessions for the City the past year and did a great job. They did well this past season, are very pleased and want to extend the contract for the next five years. They do reside here in Clinton and are very happy to provide the Concession services for the City. They run concession for the little league ball games at West Clinton and here at the City Park Softball complex and the football fields. They also set up a trailer on Heritage days as well. They are dependable, very customer friendly and good people to deal with. I highly recommend the approval of the contract extension.

ATTACHMENTS: the contract

CITY OF CLINTON
RECREATION DEPARTMENT

CONCESSION AGREEMENT
APPLICATION

CONCESSIONAIRE INFORMATION

ORGANIZATION AllStar Concessions

CONTACT PERSON James & Amanda Vierra
(Please Print)

ADDRESS 1963 N. 1720 W.
(Street Address) (PO Box)

Clinton UT 84015
(City) (State) (Zip Code)

HOME PHONE _____ WORK PHONE _____ CELL PHONE 435-260-1788

E-MAIL ADDRESS allstarconcessions.clinton@gmail.com

Date Received: 1/23/15 Staff: Clinton Rec.

Accepted or Denied: Accept Staff: _____

Reason for Acceptance or Denial: _____

ITEMS NEEDED FROM CONCESSIONAIRE

- ☐ Signed Concession Agreement
- ☐ Insurance
  - ☐ Commercial General Liability Insurance
    - ☐ $ 1,000,000 – Each Occurrence
    - ☐ $ 2,000,000 – General Aggregate
    - ☐ $ 500,000 – Damage to Rented Premises – Each Occurrence
    - ☐ $ 2,000,000 – All Risk Property Insurance (Products/Comp/Op Agg)
  - ☐ Workers' Compensation and Employers' Liability Insurance - $ 1,000,000 or Workers' Compensation Coverage Waiver (WCCW)
- ☐ Permits
  - ☐ Seasonal Food Establishment Permit
  - ☐ Food Handler/Certified Food Safety Manager Permit
- ☐ Licenses
  - ☐ Sales Tax License and/or Use Tax Certificate of Registration
  - ☐ Clinton City Business License
- ☐ Davis County Food Establishment Inspection Report
- ☐ Price List of Items Being Sold
- ☐ Annual Fee - $ 500 (Due 30 days following the first day of operation)

CITY OF CLINTON
RECREATION DEPARTMENT

CONCESSION AGREEMENT

This CLINTON CITY RECREATION CONCESSION AGREEMENT (**"AGREEMENT"**) was made and entered into this 23, day of January, 2015, (the **"EFFECTIVE DATE"),** by and between the City of Clinton through its Recreation Department (the **"CITY")** and Allstar Concessions - James & Amanda Vierra (the **"CONCESSIONNAIRE"**).

RECITALS

The City is the owner of the properties located in the city of Clinton, Davis County, State of Utah known as the Civic Center Park, 1651 W. 2300 N., West Clinton Baseball Complex, 2826 W. 1800 N., and Powerline Park, 1750 W. 1700 N.

The City desires to lease to the Concessionaire and the Concessionaire desires to hire from the City, the concessions areas located within the Civic Center Park, commonly know as the Civic Center Softball Complex "Concession Stand," the West Clinton Baseball Complex commonly known as the West Clinton Baseball Complex "Concession Stand," and the right to sell concessions at the Civic Center Park and Powerline Park during our 2015 sport season.

AGREEMENT

The City and Concessionaire agree that consideration as provided herein, the parties shall have certain rights and obligations. Those rights and obligations are set out as follows:

FEES

In consideration of the foregoing grant of concession rights the Concessionaire agrees to pay the City, at the Recreation Office, $ 500.00 per year to operate the City's concessions. Payment must be received no later than 30 days following the first day of operation. Failure to do so will result in termination of Agreement.

CONCESSION LOCATIONS

The Concessionaire will operate a concession stand at the Civic Center Softball Complex, West Clinton Baseball Complex, Civic Center Park, and Powerline Park.

Civic Center Softball Complex (Stand) 1651 W. 2300 N.
Civic Center Park 1651 W. 2300 N.
West Clinton Baseball Complex (Stand) 2826 W. 1800 N.
Powerline Park 1750 W. 1700 N.

TERM

The term of this agreement will be 23, day of January, 20 15, through 31, day of December, 20 20 unless this Agreement is sooner terminated by mutual consent of both parties, by default of Concessionaire, for failure of the Concessionaire to pay or to uphold this Agreement and faithfully perform as required.

The Concessionaire further agrees to operate the concession stands in good faith and in accordance with the Agreement. The Concessionaire will be required to be open for all league and tournament play. The Concessionaire may close early or for the night, only if sales are well below standard.

The City shall have the option, not to exceed (30) days of the end of the term, to renew this Agreement, or if so chooses opt to extend this Agreement to a longer or shorter length, provided both parties agree.

PERMITS

The Concessionaire shall comply with all applicable federal, state, county, and city laws, rules and regulations, including but not limited to sanitation, licensing and operation.

The Concessionaire will obtain the proper permits and licenses prior to the use of the concession stands or space. They will pay the fees required by the Davis County Health Department and meet all requirements as set forth by the Davis County Health Department for a Seasonal Food Establishment Permit. It is the responsibility of the Concessionaire to insure that the facility meets the guidelines for Seasonal Food Service Establishment Permit.

HEALTH INSPECTION

The Concessionaire shall notify the City in advance of any scheduled inspections by the County Health Department. In the event that the Concessionaire is not notified in advance of an inspection, the Concessionaire shall notify the City as soon as the Concessionaire is reasonably able. The City's Recreation Department may elect to be present at all inspections. The Concessionaire shall furnish the City the original inspection report and post a copy of the report on the Premises.

INSURANCE

The Concessionaire agrees to indemnify, defend and hold the City harmless from and against any liability for costs, liabilities and damages (including reasonable attorney's fees) occurring on the Premises or the common areas of the Park caused, contributed to or suffered by Concessionaire, its agents employees or invitees. The Concessionaire must obtain, provide, pay for and maintain throughout the term of this Agreement, public liability and products liability insurance (Commercial General Liability Insurance) in the name of the City and Concessionaire said insurance shall be written on an occurrence basis and have minimum limits of $1,000,000 for any one accident or occurrence $2,000,000 aggregate and $500,000 damage to rented premises insurance for each accident.

An insurance certificate with an endorsement listing the City as an additional insured and an endorsement giving the City 30 day notice of cancellation, modification or non-renewal shall be submitted by the Concessionaire to the City for approval by the City Manager and shall be from a City approved Insurance Company. The Concessionaire shall pay the premium thereof in advance. Before the Concessionaire takes possession of the premises, the insurance certificate with endorsements shall be approved by the City Manager and a copy shall be sent to the City's Attorney and Recreation Director. All insurance policies maintained by the Concessionaire pursuant to this provision shall contain a clause or an endorsement under which the insurer waives all rights of subrogation against the City and its agents and employees for losses payable under the policy. Any personal property of the Concessionaire maintained on the Premises is maintained at the Concessionaires sole risk.

Workers' Compensation and Employers' Liability Insurance. The Concessionaire shall maintain workers' compensation insurance as required by the State of Utah and employers' liability insurance with limits of not less than 1,000,000 each accident.

All Risk Property Insurance (Products – Comp/OP AGG). The Concessionaire shall maintain all risk property insurance including coverage for Concessionaire improvements or betterments with a minimum limit equal to full replacement cost as approved by the City of the leased premises and with no coinsurance penalty provision.

LIABILITY

Concessionaire agrees to accept all responsibility and liability regarding the food service operation. This responsibility includes but is not limited to, proper cleaning and sanitizing of the concession stand, utensils, containers, and equipment, as well as, properly preparing, handling and storing all food items so as not to propose a health risk to the general public.

The City will keep the restroom areas clean and stocked during times the concession stand is in operation.

The Concessionaire and its employees shall indemnify the City, its agents, officers and employees, and hold them harmless from any and all claims, demands, damages, losses, injuries, actions, and expenses of any nature and in any manner arising or resulting from any operations of Concessionaire hereunder. The provisions of this section shall survive any termination or expiration of this Agreement.

Concessionaire will hold Clinton City harmless for any and all loses or damages to equipment and supplies that occur at the concession stand locations as a result of theft, vandalism, or by any other means; as well as any person raising a claim against the City for reasons associated with the concession operation.

It is understood and agreed that the Concessionaire is in all respects an independent contractor in its relationship with the City under this Agreement. It is not intended nor shall it be construed that the Concessionaire, any subcontractor or Concessionaire or its employees are

partners, employees, officers or agents of the City for any purpose whatsoever. The Concessionaire shall hold the City harmless with respect to such matters.

OSHA/FIRE DEPARTMENT REQUIREMENTS

The City will provide proper fire extinguishers for the Civic Center Softball Complex and West Clinton Baseball Complex. The City will provide a Kitchen Hood Fire Suppression System for the Civic Center Softball Complex. The City will retain responsibility for the semiannual testing, service, inspection, repair and replacement of the fire extinguishers and Kitchen Hood Fire Suppression System if the City determines the damage was not caused by the Concessionaire. If the damage was caused by the Concessionaire, the Concessionaire will be responsible for repair or replacement costs.

The Concessionaire must post material safety data sheets (MSDS) for all cleaning or cooking chemicals or products that may contain hazardous materials.

Extension cords cannot be used as permanent power, nor can they be used in a way that could constitute a trip hazard.

No items may be stored in the cleaning closet.

Electrical panels and fire extinguishers must have a minimum of three (3) foot clearance.

All objects must maintain a twenty-four (24) inch clearance from ceiling.

PREMISES/EQUIPMENT

The Concessionaire accepts the Concession spaces in their current condition "AS IS" on the beginning date of this Agreement, and agrees to maintain this condition during the Agreement's term.

The Concessionaire shall have temporary use of the premises solely for the purpose of purveying and selling of concessions. The City shall have reasonable access to the premises as provided hereunder in order to determine compliance with this Agreement, applicable laws, maintenance, and in emergency situations, at all times acknowledging the Concessionaires right to be free from unreasonable interferences.

The City is granting the Concessionaire the right to sell concessions for the term of the Agreement but does not grant the right to provide concessions for all events including but not limited to Heritage Days.

The existing equipment and appliances which are generally described on the attached Exhibit A (the **"Equipment")** at the Civic Center Softball Complex and West Clinton Baseball Complex will remain the property of the City. All Concessionaires equipment and appliances will remain the property of the Concessionaire.

The Concessionaire shall upon non-renewal of the terms of this Agreement, remove within a reasonable period of time, not to exceed thirty (30) calendar days, all equipment belonging to the Concessionaire from the City premises, so long as such removal does not cause damage to the City property. The Concessionaire shall leave the premises in a condition at least as good as they were on the beginning date of this Agreement. Normal wear and tear is expected and shall be determined by the City.

The Concessionaire shall not make or cause any substantial alterations or improvements to be made in or on the premises without first obtaining the written approval of the City. The Concessionaire shall obtain all applicable Federal, State and local permits and approvals before any alterations or improvements are made to the Premises. The City may require the Concessionaire to remove any alterations and to repair any damage caused by the removal.

MAINTENANCE/REPAIRS

All routine cleaning, trash removal and upkeep will be performed by the Concessionaire, at their expense. In the event of major equipment failure, the City will repair or replace its own equipment. The Concessionaire shall make any repairs necessitated by the negligence or willful acts of the Concessionaire or the Concessionaire's agents, employees, invitees, or licensees at its sole cost and expense.

PRODUCTS SOLD

In consideration of the payment and promises made in this Agreement the City hereby grants the Concessionaire the right and necessity to provide a variety of food, i.e., (hamburgers, hot dogs, nachos, corn dogs, ice cream, churros, pretzels, cotton candy, candy items, etc.) and drinks, excluding all alcoholic beverages, items in glass containers, tobacco products, illegal items and anything the City determines, in reasonable discretion, is not suitable for a family-oriented sports and athletic venue, at the Civic Center Softball Complex, West Clinton Baseball Complex, Powerline Park, and Civic Center Park.

The Concessionaire shall provide the City with a price list of concession items it intends to sell in the Concession areas. The Concessionaire shall report, to the City, any updates to this list before the changes are implemented. The City retains the right to deny the sale of any product it deems inappropriate for any reason.

Throughout the term thereof, the City reserves the right in its sole and absolute discretion, to make or enter into exclusive product marketing agreements. Such agreements shall be binding on the Concessionaire.

PURCHASE OF PRODUCT

The Concessionaire may purchase products and merchandise for its use anywhere they deem economically feasible with the exception of products distributed by a specific distributor that the City has made or will make exclusive marketing agreements with. If the City has made or makes exclusive marketing agreements with a distributor the Concessionaire shall purchase

those products from the proper distributor. The Cities existing agreements are listed in Exhibit B.

CONCESSIONAIRE'S PERSONNEL

The Concessionaire shall be entirely responsible for the acts and activities of all persons engaged as vendors, salesmen and employees. Concession employees shall at all times conduct sales in a neat, clean, healthful and orderly manner. Concessions employees shall at all times be polite and courteous in their dealing with patrons.

The Concessionaire shall not employ any person or persons who shall use improper language or act in a loud or boisterous manner, and shall upon request of the City immediately dismiss any employee deemed unsuitable. The City shall be the sole judge in determination of such matters.

The Concessionaire shall train and closely supervise all concession employees so that they are aware of, and practice the standard of the City and act in strict conformance with all applicable laws, rules and regulations of the State of Utah, Clinton City, and the Davis County Health Department.

QUALITY CONTROL

It is the intention of the City that the concession service is of the highest quality attainable. All concession areas are to be kept clean. The Concessionaire and its employees shall observe all laws, ordinances, rules and regulations.

All goods intended for human consumption shall be kept clean, pure and wholesome and shall comply with all standards established by the County and Municipal laws and ordinances.

The Concessionaire shall constantly endeavor to improve the food service operations and patron service.

UTILITIES

The City agrees to provide all available utilities including power, water and sewer at no charge to the Concessionaire for the duration of the Agreement. The Concessionaire shall have the right to make use of the Premises' electrical service, without additional cost, provided that such use is not disproportionate to the size of the Premises (in which event the City reserves the right to assess Concessionaire for a proportionate share of the electrical expenses.) The City shall provide heating, ventilation and air conditioning, to the premises, at no additional cost to the Concessionaire. The City shall not be liable for damages from the interruption of utilities because of any casualties or labor disputes, because of necessary repairs or improvements, or because of any other causes beyond the City's reasonable control. The City shall provide a phone line to the Premises.

PRICE CONTROL
The Concessionaire has the right to determine reasonable pricing for all goods offered for purchase by its patrons.

VIOLATION/BREACH OF AGREEMENT
In the event of breach of this Agreement or violation of any law by the Concessionaire, the City may terminate this Agreement by giving the Concessionaire a fourteen (14) day notice in writing, specifying the matter(s) in which the Concessionaire is in default or has violated the law. In the event such matter (s) are not remedied within the fourteen (14) day period, the Agreement shall be ended and be of no further force and effect. The Concessionaire shall remove its equipment within a reasonable period of time, not to exceed fourteen (14) days of receiving the notice, or said equipment shall become the property of the City.

SUBLEASE OR ASSIGNMENT
Any sublease or assignment of Concessionaire's interest in the premises or any part or portion thereof is prohibited without the City's written consent. Any attempted sublease or assignment without the City's written consent shall be null and void and shall be cause for immediate termination of this Agreement and shall confer no right, title, or interest in or to this Agreement.

DAMAGE AND DESTRUCTION
The parties' duty to perform under this Agreement shall be either abated or suspended, including the payment of money due hereunder, if conditions render it impossible to perform because of an Act of God, invasion, or natural disaster. This Agreement shall be binding upon the heirs, legal representatives, agents, successors, and duly authorized assigns of the parties hereto.

If, during the term of this Agreement, the premises are partially or totally destroyed by any casualty, the City may terminate this Agreement by giving the Concessionaire written notice. Such notice shall terminate the Agreement from the date when the damage occurred. If the City does not give such notice, the Agreement shall continue and the City shall cause the premises to be repaired as soon as possible.

THE CITY'S LIEN
The Concessionaire grants the City a security interest in the Concessionaires personal property and accounts receivable on the Premises to secure the Concessionaires payment of fees and other monetary obligations to the City and to secure the Concessionaires performance of all other obligations under this Agreement. If the Concessionaire defaults on its obligations under the Agreement, the City may avail itself of any remedies under Utah law, including the right to take possession of the secured property and to dispose of it by selling it in a commercially reasonable manner.

TAXES
The City shall bear the responsibility for the payment of any real property taxes and assessments on the premises. The Concessionaire shall pay all sales and use taxes and personal property taxes assessed against its personal property on the premises.

CONCESSIONAIRES EARLY TERMINATION RIGHT
The Concessionaire may terminate this Agreement prior to the expiration date and upon ninety (90) days prior written notice by: (1) making payment of all fees and performing all obligations of the Concessionaire hereunder through the proposed termination date, (2) delivering possession of the Premises in a neat, clean and orderly condition, and (3) paying the City a termination fee in the amount of $500.00 on or the date of termination. Upon such termination, all obligations of the City and Concessionaire shall terminate, except that any indemnity obligations of the Concessionaire or any obligations of Concessionaire which expressly service the expiration or earlier termination of this Agreement shall survive until fully performed.

NOTICE & DEMAND
Any notice, demand or communication under this Agreement by any party to the other party shall be given or delivered by first class mail, registered or certified mail, postage paid, return receipt requested or delivered in person as follows to:

Concessionaire: James & Amanda Vierra
Name

1963 N. 1720 W. Clinton
Address

435-260-1788
Phone

City: Recreation Department
1651 W. 2300 N.
Clinton, UT 84015
801-614-0780 Phone

The above address, phone or fax number or designated party may be changed at any time by the parties by giving notice in writing in the manner provided above.

JURISDICTION
This Agreement shall be deemed to have been made in Davis County, Utah and shall be governed by the laws of the State of Utah. The parties agree that all actions or proceedings

shall be litigated in the circuit court of Davis County, Utah and hereby submit themselves to the jurisdiction of the courts of Davis County, Utah.

MISCELLANEOUS

Waiver and Amendment: No provision of this Agreement shall be deemed waived or amended unless by written instrument unambiguously setting forth the matter waived or amended and signed by the parties. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

Successors: All of the terms, covenants and conditions thereof shall be binding upon and inure to the benefit of the successors in interest and assigns of the parties hereto.

Partial Invalidity: The invalidity or unenforceability of any provision of this Agreement shall not render invalid or unenforceable any other provision of this Agreement.

BY SIGINING BELOW, both parties indicate that they have read and agree to abide by the terms listed above to the best of their abilities. If the Concessionaire fails to operate the concession stand by the terms of this Agreement, the City reserves the right to terminate this Agreement. This Agreement will become null and void with written consent by both parties.

Brian Logan	1/23/15	Quada Vieira	1/23/15
Recreation Director (CLINTON CITY CORP.)	Date	Official Representative (CONCESSIONAIRE)	Date

Fee paid: _____ Date: _____

Staff: _____

EXHIBIT A
CONCESSIONS EQUIPMENT

CIVIC CENTER SOFTBALL COMPLEX

Equipment	Price per Unit	Cost
GE Deep Freezer (White)	$ 720.00	$ 720.00
STAR Humidity Cabinet	$ 1,300.00	$ 1,300.00
STAR Butter Warmer	$ 150.00	$ 150.00
NEMCO Toaster Oven	$ 120.00	$ 120.00
TEC Cash Register	$ 200.00	$ 200.00
Scotsman Prodigy Ice Machine	$ 350.00	$ 350.00
Beverage Air Refrigerator E-Series	$ 3,000.00	$ 3,000.00
Frigidaire Commercial Freezer	$ 2,800.00	$ 2,800.00
Rolling candy/prep cart	$ 1,500.00	$ 1,500.00
Popcorn Machine	$ 1,000.00	$ 1,000.00
George Foreman Grill	$ 60.00	$ 60.00
Cup Holders (2)	$ 30.00	$ 60.00
Metal Racks (2) (Pretzels and Hamburgers)	$ 5.50	$ 11.00
Plastic Bins (Pretzels) (2)	$ 5.00	$ 10.00
Microwave (2)	$ 115.00	$ 230.00
Nacho Rack	$ 31.00	$ 31.00
Ice Scoop (Large Metal)	$ 7.00	$ 7.00
Open/Close Sign	$ 5.00	$ 5.00
Kitchen Timers (2)	$ 14.00	$ 28.00
Popcorn Seed Tub	$ 7.00	$ 7.00
Grey Plastic Bus Box (2)	$ 2-12.86	$ 12.86
Black cooling racks (3)	$ 8.63	$ 8.63
Utility cart for water (metal)	$ 60.00	$ 60.00
Large Metal Pot (Ice)	$ 18.00	$ 18.00
Small ice scoop (metal) (4)	$ 10.67	$ 42.68
White plastic ice scoop (small) (1)	$ 6.64	$ 6.64
Stainless steel work table for churro oven	$ 120.00	$ 120.00
Plastic bin (Small)	$ 4.00	$ 4.00
Small garbage cans (3)	$ 10.00	$ 30.00
Rolling garbage cans (2)	$ 35.09	$ 70.18
Lid for large rolling garbage cans (2)	$ 8.99	$17.98
Large rectangle garbage can (1)	$ 24.99	$ 24.99
Beverage Air Freezer two door	$ 2,300.00	$ 2,300.00
Double Heat Lamp (1)	$ 121.00	$ 121.00
Plastic Picture (1)	$ 4.00	$ 4.00
Clear Plastic Picture (2)	2- $ 15.00	$ 15.00
Salt/Cinnamon Shakers (4)	$ 4.00	$ 16.00

Pitco Fryer	$ 3,842.00	$ 3,842.00
Fryer Hose Kit	$ 190.00	$ 190.00
Large Grill Scraper	$ 20.00	$ 20.00
Hand Held Scraper (white handle) (2)	$ 2.00	$ 4.00
American Range Grill with drip pan	$ 2,000.00	$ 2,000.00
Stand for the American Range Grill	$ 300.00	$ 300.00
Hose Kit for Grill	$ 190.00	$ 190.00
Captive Air Hood with fire suppression system	$ 10,000.00	$ 10,000.00
Small 3 rack cart w/wooden top	$100.00	$ 100.00
Metal bins (hamburgers) (2)	$ 17.00	$ 34.00
3 Compartment sink with 2 side racks	$ 1,000.00	$ 1,000.00
NSF hand washing sink	$ 200.00	$ 200.00
Fry Baskets (2)	$ 16.00	$ 32.00
Wire rack above the sink (1)	$ 28.00	$ 28.00
Large Baking Sheet (1)	$ 15.00	$ 15.00
Fry Pan and screen-side of fryer (1)	$78.00	$ 78.00
Automatic hand towel dispenser	$35.78	$ 35.78
Soap Dispenser (1)	$ 6.00	$ 6.00
Telephone with wall & charger	$ 53.00	$ 53.00
Cleaning rack (5) shelves	$ 100.00	$ 100.00
Gray bins (6)	2- $ 12.86	$ 38.58
Sentry safe	$ 149.00	$ 149.00
Tool kit	$ 25.00	$ 25.00
Plastic Bins (square with red/blue) (11)	2-$ 16.28	$ 89.54
Stepping stool	$ 27.00	$ 27.00
Food Box (cinn/sugar-churros) (2)	$ 15.60	$ 31.20
1/3 cold food bins (lg. rectangle bin)(4)	2-$ 16.18	$ 32.36
Square Bins (4)	$ 10.00	$ 40.00
1/6 cold food pans (small rectangle bin) (2)	2-$ 12.88	$ 12.88
Shallow big rectangle bins (4)	$ 5.00	$ 20.00
Small plastic bin	$ 7.50	$ 7.50
Bunn Coffee Maker VPR Series	$ 223.88	$ 223.88
Coffee Pot (2)	2-$ 7.88	$ 7.88
Wire Candy Baskets (2)	$ 55.00	$ 110.00
Napkin Dispenser (2)	$ 3.50	$ 7.00
Fry Basket Orange handled	$ 16.00	$ 16.00
Hanging Chip Holders (2)	$ 23.00	$ 46.00
3 shelf Storage Rack	$ 95.00	$ 95.00
5 shelf mobile bin shelving unit with plastic bins	$ 300.00	$ 300.00
Shelf Liners for wire shelving (5)	$ 4-48.98	$ 61.23
Bin with 9 drawers	$ 230.00	$ 230.00
Broom with dust pan	$ 11.00	$ 11.00
Mop bucket	$ 40.00	$ 40.00
Mop head and mop stick	$ 19.00	$ 19.00

Plastic round bin with yellow lid	3-$ 12.88		$ 4.30
Set of flour bins with lids	$ 18.00		$ 18.00
Plastic squeeze bottles (8)	6-$ 4.28		$ 5.68
Condiment pumps (5)	$ 10.00		$ 50.00
Large pour spout	$ 3.00		$ 3.00
Hamper	$ 7.00		$ 7.00
Plastic scoops (2)	$ 5.00		$ 10.00
Small plastic bottle	$ 3.00		$ 3.00
Funnels (4)	$ 6.00		$ 24.00
Large Bottle with pour spout	$ 5.50		$ 5.50
Large plastic cutting board	$ 8.98		$ 8.98
Ladel	3-$ 8.78		$ 2.93
Tongs (2 Lg., 4 med., 4 sm.)	2-$ 4.18		$ 20.90
Paring knife (5)	4-$ 7.48		$ 9.35
Santoku chopping knives (5)	2-$ 11.48		$ 28.70
Utility knife-long blade	2-$ 8.88		$ 4.44
Hamburger turner (4)	2-$ 6.88		$ 13.76
Wood handled hamburger turner (1)	$ 25.00		$ 25.00
Spatula	2-$ 7.78		$ 3.89
Meat temperature thermometers (4)	2-$ 5.48		$ 10.96
Pizza cutters (2)	2-$ 4.88		$ 4.88
Measuring cup set (2)	$ 2.00		$ 4.00
Can openers (2)	$ 11.00		$ 22.00
Clock	$ 24.88		$ 24.88
10 key	$ 20.00		$ 20.00
Calculator (2)	$ 7.77		$ 15.54
Scissors (2)	2-$ 9.88		$ 9.88
Chef Scissors (2)	2-$ 8.86		$ 8.86
Digital timer (2)	$ 7.00		$ 14.00
Strainer for grease trap	$ 3.00		$ 3.00
Strainer for fryer	$ 3.00		$ 3.00
Radio	$ 30.00		$ 30.00
		TOTAL	**$ 31,938.22**

EXHIBIT A
CONCESSIONS EQUIPMENT
(Continued)

WEST CLINTON BASEBALL COMPLEX

Equipment	Cost per Unit	Cost
Echols Snow Cone Machine	$ 530.00	$ 530.00
Scotsman Prodigy Ice Machine	$ 780.00	$ 780.00
TEC Cash Register	$ 200.00	$ 200.00
Microwaves (2)	$ 65.00	$ 130.00
STAR Hot Dog Roller w/ Bun Warmer	$ 1,500.00	$ 1,500.00
Sneeze Guard for hot dog roller	$ 300.00	$ 300.00
Meat thermometer (1)	2- $ 5.48	$ 2.74
Stainless steel 3 compartment sink	$ 859.00	$ 859.00
Ice Scoop (small-metal)	$ 10.67	$ 10.67
Kohler Hand Sink	$ 230.00	$ 230.00
Hot water heater	$ 150.00	$ 150.00
Marathon hand towel dispenser	$ 35.78	$ 35.78
Garbage can with rollers	$ 35.09	$ 35.09
Lid to garbage can with rollers	$ 8.99	$ 8.99
Small garbage can (2)	$ 10.00	$ 20.00
Stainless steel work table with wire	$ 120.00	$ 120.00
Cup holder	$ 30.00	$ 30.00
Large wire candy rack (2)	$50.00	$ 100.00
Peanut rack	$ 20.00	$ 20.00
Dipper for snow cones	$ 20.00	$ 20.00
Small plastic container for ice for snow cones	$ 8.00	$ 8.00
Baking sheet w/hose - snow cone machine	$ 32.00	$ 32.00
Hamper	$ 7.00	$ 7.00
Snow Cone pumps (8)	$ 10.00	$ 80.00
Snow cone holder – 8	$ 28.00	$ 28.00
Mop Bucket	$ 40.00	$ 40.00
Mop and mop head	$ 19.00	$ 19.00
Broom and dustpan	$ 11.00	$ 11.00
Sentry Safe	$ 149.00	$ 149.00
10 key calculator	$ 20.00	$ 20.00
Calculator (2)	$ 7.77	$ 15.54
Nacho rack	$ 31.00	$ 31.00
Chip rack	$ 26.00	$ 26.00
Metal wire rack for hot dog roller	$ 115.00	$ 115.00
Fridgidair Freezer with Alarm 5’	$ 600.00	$ 600.00
Turbo Air Refrigirator Delux TSR-23SD	$ 3,000.00	$ 3,000.00
Napkin Dispenser (2)	$ 3.50	$ 7.00

Scissors (3)	2- $ 9.88	$ 14.82
Plastic Standing sign holders (2)	$ 8.07	$ 16.14
Pretzel Pans (2)	$ 5.00	$ 10.00
Small tongs	2-$ 4.18	$ 2.09
Metal racks for pretzels	$ 5.50	$ 5.50
Salt/Cinnamon shakers (2)	$ 4.00	$ 8.00
Food Box for cinnamon/sugar (2)	$ 15.60	$ 31.20
Rectangle blue/red bin	$ 8.14	$ 8.14
Can opener	$ 11.00	$ 11.00
Plastic scoop-small (3)	$ 5.00	$ 15.00
Large plastic scoop for ice	$ 13.00	$ 13.00
Large metal scoop for ice	$ 7.00	$ 7.00
Santoku chopping knives (2)	2- $ 11.48	$ 11.48
Utility knife long-thin bladed knife (2)	2- $ 8.88	$ 8.88
Small rectangle bin with lid	2-$ 12.88	$ 6.44
Grey bin	2- $ 12.86	$ 6.43
Large grey plastic tubs (2)	2- $ 12.86	$ 12.86
Radio/CD player	$ 30.00	$ 30.00
Large EZ-Up	$ 200.00	$ 200.00
	TOTAL	**$8,838.38**

EXHIBIT B

(Products that must be purchased from the proper distributor)

AW Marshall

Frazil (dry powdered mix)
Rico's Cheese Sauce

Pepsi Cola

Postmix Products – fountain beverages
Supply Items – cups, lids, straws, mugs, CO2

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: Ordinance No. 15-02, An ordinance Adding Title 9, Chapter 27, Telecommunication Cable to the Clinton City Code of Ordinances	**AGENDA ITEM: C**
PETITIONER: Administration	**MEETING DATE:** February 10,2014
RECOMMENDATION: Adopt, Amend and Adopt, or Reject Ordinance No. 15-02, An ordinance Adding Title 9, Chapter 27, Telecommunication Cable to the Clinton City Code of Ordinances	**ROLL CALL VOTE:** **X YES NO**

FISCAL IMPACT:

BACKGROUND:

- Title 9, is Engineering and Standard Specifications and Standard Drawings.
- Chapter 27, will establish standards for the installation of underground telecommunication cables.
- Need, In the past, when the placement of these cables was not regulated the method of installing, blind boring, would result in the cables going through underground utilities, sewer laterals, mains, storm drain, and other utilities. The boring machine doesn't know the difference between a plastic pipe and any other tough item underground.
- This ordinance will require the installers to preplan and verify depths of other utilities and no longer allow "blind boring" to be accomplished.
- This ordinance is a result of industry practices that caused the problem.

ALTERNATIVE ACTIONS:

ATTACHMENTS:
Ordinance No. 15-02

REFERENCED DOCUMENTS:

ORDINANCE NO. 15-02

AN ORDINANCE ADDING TITLE 9 CHAPTER 27, TELECOMMUNICATION CABLE

WHEREAS, Clinton City has Engineering and Standard Specifications for infrastructure going into the City owned Rights-of-Way and Easements; and,

WHEREAS, The City desires to have standardized locations for infrastructure within the City owned Rights-of-Way and easements; and,

WHEREAS, The City knows that by standardizing requirements will result in less damage to public utilities and City infrastructure.

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

BY MOTION The Clinton City Council voted to (adopt) (reject) this ordinance.

SECTION 1. Title 9, Chapter 27 is attached to this ordinance by reference.

SECTION 2. Severability. In the event that any provision of this Chapter is declared invalid for any reason, the remaining provisions shall remain in effect.

SECTION 2. Emergency Exists. Finding that an emergency exists, that being the needed protection of City and public owned utilities and infrastructure, the City Council declares this ordinance to be in effect upon passing and posting.

SECTION 3. Effective date. This ordinance shall be recorded and become effective upon the date of posting indicated below.

PASSED AND ORDERED RECORDED AND POSTED by the Council of Clinton City, Utah, this 10th day of February, 2015.

Notice not required

_
NOTICE PUBLISHED

L. MITCH ADAMS
MAYOR

ATTEST:

DENNIS W. CLUFF
CITY RECORDER
Posted: _

Chapter 27. Telecommunication Cable

9-27-1 General

9-27-2 Permit Required

9-27-3 Cable Installation

9-27-4 Installation Methods "A" and "B"

9-27-5 As Built Drawings

9-27-1 General: This section covers installation of Underground Cables (Telecommunications and Fiber Optics) within the public right of way or in a public utility easement (PUE).

9-27-2 Permit Required: An Excavation Permit shall be obtained from Clinton City Public Works prior to commencing any installation of telecommunication conduits or cables.

(1) A permit application shall include the following:

(a) Plans showing the entire area where conduit is to be installed. Plans shall meet and show the following;

(b) Drawings shall be drawn to scale: 1"=20' or 40' horizontal; 1"=2' or 4' vertical;

(c) All existing and proposed infrastructure that the proposed construction would cross. To include but not be limited to storm drains, irrigation lines, sanitary sewer lines, waterlines, services, conduit systems and underground utilities;

(d) Minimum six (6) foot parallel separation from city infrastructure;

(e) Profile designs shall provide a minimum of 24 inches of vertical clearance between the outer edges of the conduit being bored to any city infrastructure;

(f) Clearances to all other utilities shall be a minimum of 12 inches;

(g) Identify all utility crossings (inclusive of water and sewer services) of the proposed conduit.

(h) An accurate profile for the conduit;

(i) Location of all surface infrastructure.

(2) Fees shall be paid as established, by resolution, by the Clinton City Council and published in the Clinton City Consolidated Fee Schedule.

(3) Any changes to the alignment as shown on the Approved for Construction Drawings of more that 6" must be approved by the City Engineer or his appointed representative.

9-27-3 Cable Installation:

(1) Telecommunications Trunk Lines.

(a) Conduit containing cable(s) providing telecommunications service by connecting regions or states or by connecting central offices within a metropolitan area, known as "Trunk Lines," shall be installed as described below:

(i) All cable being installed within an open trench shall be placed within an HDPE SCH 40 conduit;

(ii) Minimum depth of the conduit shall be 48 inches;

(iii) A 6-inch thick flowable fill cap shall be poured above the conduit;

(iv) Color coded plastic warning tape with a minimum thickness of 5 mil and a minimum width of 3 inches shall be installed in the trench above and centered over the flowable fill cap at a depth of 12 to 26 inches below the surface;

(b) Conduits crossing under existing paved streets may be accomplished by jacking or boring if authorized by the City Engineer.

(2) Telecommunications cables other than Trunk Lines.

(i) All cable shall be installed within an HDPE SCH 40 conduit;

(b) Conduits may be installed by open trench or by jacking or boring with approval from the City Engineer;

(i) Minimum depth of the conduit shall be 36 inches;

(c) Conduits crossing under existing paved streets may be accomplished by jacking or boring if authorized by the City Engineer.

9-27-4 <u>Installation Methods "A" and "B"</u>: Two methods are available to a Utility Company for installation of conduit.

(1) Method "A" is the traditional method in which a bore profile for the conduit is shown, including the field verified location (horizontal and vertical) of all existing utilities.

(2) These requirements apply to not only longitudinal and lateral street bores but also utility bores outside paved areas that across existing utilities.

(a) In addition to requirements of § 9-27-2 plans for this method shall include:

(i) Plan and profile view are to include the location of existing utilities and the proposed location of the conduit;

(ii) Location of boring and receiving pits;

(iii) Existing utilities must be potholed in the field and their locations shown accurately on the plans. Pothole locations shall also be identified on the plans.

(iv) Elevations and proposed clearances of all utility crossings and structures including sewer and water lateral service lines.

(3) Method "B" is a two-part approval process in which the Plan Review is completed in the office and the Bore Profile approval is deferred to Field Approval. Method "B" is only allowed upon approval of the City Engineer or his designated representative.

(a) This method has the construction drawing being reviewed and permitted and the Bore Profile approval being deferred to Field Approval.

(b) A permit shall be obtained as outlined in § 9-27-2(1) with the following exception:

(i) Bore Profile: Field verify the exact location of each existing utility within the alignment before crossing (no blind boring) and with the approval of the engineer or his designated representative, install the conduit according to the alignment identified on the "Approved for Construction Drawing".

(ii) Changes to the alignment as shown on the Approved for Construction Drawings of more that 6" must be approved by the City engineer.

9-27-5 <u>As Build Drawings</u>: As built drawings showing the profile of the installed conduit shall be provided to the City before a permit is closed and any bonding is returned.

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: Resolution 04-15, Telecommunications Franchise Agreement with Syringa Networks, LLC	**AGENDA ITEM: D**
PETITIONER: Dennis Cluff	**MEETING DATE:** February 10, 2015
RECOMMENDATION: That Council adopt Resolution #04-15 approving the Franchise Agreement with Syringa Networks, LLC	**ROLL CALL VOTE:** **YES**

FISCAL IMPACT:

BACKGROUND:
Syringa Networks, LLC, of Boise, Idaho seeks a Franchise Agreement with Clinton City in order to install and provide fiber optic cable within the City. However, this is NOT an agreement allowing Syringa to provide cable TV or community antenna business to the residents of Clinton. If that kind of service is ever desired by Syringa, they would need to secure a separate franchise agreement from the City.
According to their preliminary plan, Syringa will use the Rights of Way (mostly along State corridors) to install underground fiber optic cable to at least one primary location. Obviously with this Franchise they may amend their plan and through following the City requirements could extend their cable.

Though this is technically a Franchise Agreement, no on going revenue is anticipated through this service since they will not be "retailing" it to the public. They will be in the position of offering the fiber optic service to other businesses which provide direct services to the public.

You'll notice that the previously adopted Telecommunication Rights of Way Ordinance is attached to this Franchise Agreement and adopted by reference in the Agreement.

ATTACHMENTS: Resolution 04-15; Franchise Agreement

RESOLUTION NO. 04-15

A RESOLUTION APPROVING A FRANCHISE AGREEMENT WITH SYRINGA NETWORKS, LLC TO ALLOW FIBER OPTIC CABLE WITHIN CITY RIGHTS OF WAY.

WHEREAS, Syringa Networks desires to provide voice, data or video transmission services within the Clinton City and to establish a telecommunications network within the present and future rights-of-way of the City; and,

WHEREAS, the Clinton City has enacted Title 29 of the City Code (Telecommunications Rights of Way Ordinance[ROW]) which governs the application and review process for Telecommunication Franchises in the Clinton City; and,

WHEREAS, in exercise of its management of public Rights-of-Way, the City believes that it is in the best interest of the public to allow the Syringa Networks, LLC a nonexclusive franchise to operate a telecommunications network in the City.

NOW, THEREFORE, the Clinton City Council hereby resolves that the Franchise Agreement with Syringa Networks, LLC of Boise, ID, attached hereto, is hereby approved; and the Mayor is authorized and directed to execute the agreement for and on behalf of Clinton City.

INTRODUCED AND PASSED THIS 10th DAY OF FEBRUARY, 2015.

Clinton City
Attest: Municipal Corporation

_____ _____
Dennis W. Cluff, City Recorder Mayor L. Mitch Adams

Posted:_____

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between the Clinton City, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, and Syringa Networks, LLC, an Idaho limited liability company (hereinafter "PROVIDER") with its principal offices at 12301 W. Explorer Drive, Boise, Idaho 83713.

W I T N E S E T H:

WHEREAS, the PROVIDER desires to provide voice, data or video transmission services (hereinafter "System)"within the CITY and in connection therewith to establish a telecommunications network within the present and future rights-of-way of the CITY; and,

WHEREAS, the CITY has enacted Title 29 of the City Code (hereinafter "ROW "Ordinance") which governs the application and review process for Telecommunication Franchises in the CITY; 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 PROVIDER a nonexclusive franchise to operate a telecommunications network 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 PROVIDER 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 PROVIDER.

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 PROVIDER 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 PROVIDER notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the PROVIDER's rights and obligations under the ROW Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. The Agreement provided hereby shall confer upon the PROVIDER a nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public municipal Rights-of-Way in the City. The Agreement does not grant to the PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the PROVIDER's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Licenses. The PROVIDER 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.

1.6 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.

ARTICLE 2. FRANCHISE FEE.

2.1 Franchise Fee. For the Franchise granted herein, the PROVIDER shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to10-1-410). All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 Equal Treatment. CITY agrees, within the guidelines of then-existing Utah law, to impose and collect from any third party competitor of PROVIDER a fee similar to that stated in this Agreement or will otherwise contract in such a way so as not to provide any unfair benefit to such future competitor.

ARTICLE 3. TERM AND RENEWAL.

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of ten (10) 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 ten (10) year term of this Agreement, the franchise granted herein may be renewed by the PROVIDER 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 an additional five (5) year term, by providing to the CITY's representative designated herein written notice of the PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights Upon Expiration or Revocation. Upon expiration of the franchise granted herein,

whether by lapse or time, by agreement between the PROVIDER and the CITY, or by revocation or forfeiture, and barring any sale by the PROVIDER 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 PROVIDER shall abandon its System within the CITY and, upon CITY's request, transfer ownership to the CITY at no cost to CITY. The CITY shall have the right to require removal from the Rights-of-Way any and all of PROVIDER'S System which exists above ground. In such event, it shall be the duty of the PROVIDER, 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 effected. Notwithstanding anything to the contrary set forth in this Agreement, PROVIDER 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 PROVIDER 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 PROVIDER and the CITY recognize that many aspects of the telecommunication 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 PROVIDER conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the PROVIDER 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 PROVIDER, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in 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 PROVIDER fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within thirty (30) calendar days after written notice by the CITY of such failure; or,

(b) The PROVIDER, by act or omission, violates a material duty herein set forth in any particular within the PROVIDER'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 PROVIDER notice of such determination, the PROVIDER, within forty-five (45) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have sixty (60) calendar days from the date it receives notice to remedy the conditions. After the expiration of such sixty (60) period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the PROVIDER 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 sixty (60) 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 PROVIDER; or,

(c) The PROVIDER 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 PROVIDER within thirty (30) days.

6.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the PROVIDER 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 PROVIDER or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

6.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the PROVIDER. 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 PROVIDER to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 2267 N. 1500 W., Clinton, UT 84015, or such other officer and address as the CITY may designate by written notice to the PROVIDER.

7.2 PROVIDER Designee and Address. The PROVIDER's designated agent, officer or

representative or designee(s) shall serve as the PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or in the ROW Ordinance, all notices from the CITY to the PROVIDER pursuant to or concerning this Agreement, shall be delivered to PROVIDER's headquarter offices at 12301 W. Explorer Drive, Boise, Idaho 83713, and such other office as the PROVIDER may designate by written notice to the CITY.

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

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, the PROVIDER 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 PROVIDER is effectively self-insured if the PROVIDER 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 PROVIDER 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 PROVIDER 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 PROVIDER'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 PROVIDER 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 PROVIDER to assume the defense of such with counsel of the PROVIDER's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the PROVIDER 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, PROVIDER shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, 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 PROVIDER is not able to meet the CITY's schedule.

9.2 Underground Installation. Unless otherwise provided, all of PROVIDER's facilities within the CITY shall be constructed underground. Notwithstanding the provisions of Article 1.3 of this Agreement, PROVIDER expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding 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 PROVIDER to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

ARTICLE 10. GENERAL PROVISIONS

10.1 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.

10.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law.

10.3 Time of Essence. Time shall be of the essence of this Agreement.

10.4 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 in 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.

10.5 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.

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

10.7 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 _____, 20___

"CITY"
CLINTON CITY CORPORATION

By:_____
L. Mitch Adams, Mayor

ATTEST:

_____
Dennis W. Cluff, City Recorder

APPROVED AS TO FORM:

_____
Michael V. Houtz, City Attorney

"PROVIDER"

Syringa Networks, LLC, an Idaho limited liability company

By:_____
Greg Lowe, Chief Executive Officer

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
:ss.
COUNTY OF _____)

On the ____ day of _____, 20___ personally appeared before me Greg Lowe, who being by me duly sworn did say that he is the Chief Executive Officer of Syringa Networks, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its board of directors and/or its company documents; and he acknowledged to me that said company executed the same.

_____
Notary Public
Residing at: _____
My Commission Expires:_____

-ATTACHMENT "A"-

TITLE 29. TELECOMMUNICATIONS RIGHTS-OF-WAY ORDINANCE

Chapter 1. Declaration of Findings and Intent; Scope of Ordinance

Chapter 2. Definitions

Chapter 3. Franchise Required

Chapter 4. Compensation and Other Payments

Chapter 5. Franchise Applications

Chapter 6. Construction and Technical Requirements

Chapter 7. Franchise and License Non-Transferrable

Chapter 8. Oversight and Regulation

Chapter 9. Rights of City

Chapter 10. Obligation to Notify

Chapter 11. General Provisions

Chapter 12. Federal, State and City Jurisdiction

CHAPTER 1 -- DECLARATION OF FINDINGS AND INTENT; SCOPE OF ORDINANCE

29-1-1 Findings Regarding Rights-of-Way

29-1-2 Findings Regarding Compensation

29-1-3 Findings Regarding Local Concern

29-1-4 Findings Regarding Promotion of Telecommunications Services

29-1-5 Findings Regarding Franchise Standards

29-1-6 Power to Manage Rights-of-Way

29-1-7 Scope of Ordinance

29-1-1 <u>Findings Regarding Rights-of-Way.</u> The City of Clinton finds that the Rights- of-way within the City:

(1) Are critical to the travel and transport of persons and property in the business and social life of the City;

(2) Are intended for public uses and must be managed and controlled consistent with that intent;

(3) Can be partially occupied by the facilities of utilities and other public service entities delivering utility and public services rendered for profit, to the enhancement of the health, welfare, and general economic well-being of the City and its citizens; and

(4) Are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience to and negative effects upon the public from such facilities' construction, placement, relocation, and maintenance in the Rights-of-Way.

29-1-2 Finding Regarding Compensation. The City finds that the City should receive fair and reasonable compensation for use of the Rights-of-Way.

29-1-3 Finding Regarding Local Concern. The City finds that while Telecommunications Systems are in part an extension of interstate commerce, their operations also involve Rights-of-Way, municipal franchising, and vital business and community service, which are of local concern.

29-1-4 Finding Regarding Promotion of Telecommunications Services. The City finds that it is in the best interests of its taxpayers and citizens to promote the rapid development of Telecommunications Services, on a nondiscrimination basis, responsive to community and public interest, and to assure availability for municipal, educational and community services.

29-1-5 Findings Regarding Franchise Standards. The City finds that it is in the interest of the public to franchise and to establish standards for franchising Providers in a manner that:

(1) fairly and reasonably compensates the City on a competitively neutral and non-discriminatory basis as provided herein;

(2) encourages competition by establishing terms and conditions under which Providers may use the Rights-of-Way to serve the public;

(3) fully protects the public interests and the City from any harm that may flow from such commercial use of Rights-of-Way;

(4) protects the police powers and Rights-of-Way management authority of the City, in a manner consistent with federal and state law;

(5) otherwise protects the public interests in the development and use of the City infrastructure;

(6) protects the public's investment in improvements in the Rights-of-Way; and

(7) ensures that no barriers to entry of Telecommunications Providers are created and that such franchising is accomplished in a manner that does not prohibit or have the effect of prohibiting Telecommunication Services, within the meaning of the Telecommunications Act of 1996 (Act).

29-1-6 Power to Manage Rights-of-Way. The City adopts this Telecommunications Ordinance pursuant to its power to manage the Rights-of-Way, pursuant to common law, the Utah Constitution and statutory authority, and receive fair and reasonable, compensation for the use of Rights-of-Way by Providers as expressly set forth by Section 253 of the Act.

29-1-7 Scope of Ordinance. This Ordinance shall provide the basic local scheme for Providers of Telecommunications Services and Systems that require the use of the Rights-of-Way, including Providers of both the System and Service, those Providers of the System only, and those Providers who do not build the System but who only provide Services. This Ordinance shall apply to all future Providers and to all Providers in the City prior to the effective date of this Ordinance, whether operating with or without a Franchise as set forth in Chapter 29-12-2.

29-1-8 Excluded Activity. This Ordinance shall not apply to the following:

(1) Cable TV operators otherwise regulated by Title 12 -- Cable Television Regulatory Ordinance;

(2) Personal Wireless Service Facilities; and,

(3) Providers excused by other law that prohibits the City from requiring a Franchise shall not be required to obtain a Franchise, but

all of the requirements imposed by this Ordinance through the exercise of the City's police power and not preempted by other law shall be applicable.

CHAPTER 2 -- DEFINITIONS

29-2-1 Definitions

29-2-1 Definitions. For purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Chapter, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural numbers, words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

(1) "Application" means the process by which a Provider submits a request and indicates a desire to be granted a Franchise to utilize the Rights-of-Way of all, or a part, of the City. An Application includes all written documentation, verbal statements and representations, in whatever form or forum, made by a Provider to the City concerning: the construction of a Telecommunications System over, under, on or through the Rights-of-Way; the Telecommunications Services proposed to be provided in the City by a Provider; and any other matter pertaining to a proposed System or Service.

(2) "City" means Clinton City, Utah.

(3) "Completion Date" means the date that Provider begins providing Services to customers in the City.

(4) "Construction Costs" means all costs of constructing a System, including make ready costs, other than engineering fees, attorneys or accountants fees, or other consulting fees.

(5) "Control" or "Controlling Interest" means actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the System or of a Provider. A rebuttable presumption of the existence of Control or a Controlling Interest shall arise from the beneficial ownership, directly or indirectly, by a Person or group of Persons acting in concert, of more than twenty-five percent (25%) of any Provider (which person or group of persons is hereinafter referred to as "Controlling Person"). "Control" or "Controlling Interest" as used herein may be held simultaneously by more than one Person or group of Persons.

(6) "FCC" means the Federal Communications Commission, or any successor thereto.

(7) "Franchise" means the rights and obligation extended by the City to a Provider to own, lease, construct, maintain, use or operate a System in the Rights-of-Way within the boundaries of the City. Any such authorization, in whatever form granted, shall not mean or include: (i) any other permit or authorization required for the privilege of transacting and carrying on a business within the City required by the ordinances and laws of the City; (ii) any other permit, agreement or authorization required in connection with operations on Rights-of- Way or public property including, without limitation, permits and agreements for placing devices on or in poles, conduits or other structures, whether owned by the City or a private entity, or for excavating or performing other work in or along the Rights-of-Way.

(8) "Franchise Agreement" means a contract entered into in accordance with the provisions of this Ordinance between the City and a Franchisee that sets forth, subject to this Ordinance, the terms and conditions under which a Franchise will be exercised.

(9) "Gross Revenue" includes all revenues of a Provider that may be included as gross revenue within the meaning of Chapter 26, Title 11, Utah Code Annotated, 1953, as amended.

(10) "Infrastructure Provider" means a Person providing to another, for the purpose of providing Telecommunication Services to customers, all or part of the necessary System which uses the Rights-of-Way.

(11) "Open Video Service" means any video programming services provided to any Person through the use of Rights-of-Way, by a Provider that is certified by the FCC to operate an Open Video System pursuant to sections 651, et seq., of the Telecommunications Act, regardless of the System used.

(12) "Open Video System" means the system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment, or facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing Open Video Services to or from subscribers or locations within the City.

(13) "Operator" means any Person who provides Service over a Telecommunications System and directly or through one or more Persons owns a Controlling Interest in such System, or who otherwise controls or is responsible for the operation of such a System.

(14) "Ordinance" or "Telecommunications Ordinance" means this Telecommunications Ordinance concerning the granting of Franchises in and by the City for the construction, ownership, operation, use or maintenance of a Telecommunications System.

(15) "Person" includes any individual, corporation, partnership, association, joint stock company, trust, or any other legal entity, but not the City.

(16) "Personal Wireless Services Facilities" has the same meaning as provided in Section 704 of the Act (47 U.S.C. 332(c)(7)(c)), which includes what is commonly known as cellular and PCS Services that do not install any System or portion of a System in the Rights-of- Way.

(17) "Provider" means an Operator, Infrastructure Provider, Resaler, or System Lessee.

(18) "APSC" means the Public Service Commission, or any successor thereto.

(19) "Reseller" refers to any Person that provides local exchange service over a System for which a separate charge is made, where that Person does not own or lease the underlying System used for the transmission.

(20) "Rights-of-Way" means the surface of and the space above and below any public street, public utility easement, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the City.

(21) "Signal" means any transmission or reception of electronic, electrical, light or laser or radio frequency energy or optical information in either analog or digital format.

(22) "System Lessee" refers to any Person that leases a System or a specific portion of a System to provide Services.

(23) "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video, and voice), without change in the form or content of the information sent and received.

(24) "Telecommunications System" or "System" means all conduits, manholes, poles, antennas, transceivers, amplifiers and all other electronic devices, equipment, wire and appurtenances owned, leased, or used by a Provider, located in the Rights-of-Way and utilized in the provision of Services, including fully digital or analog, voice, data and video imaging and other enhanced Telecommunications Services. Telecommunications System or Systems also includes an Open Video System.

(25) "Telecommunications Service(s)" or "Services" means any telecommunications services provided by a Provider within the City that the Provider is authorized to provide under federal, state and local law, and any equipment and/or facilities required for and integrated with the Services provided within the City, except that these terms do not include "cable service" as defined in the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 (47

U.S.C. 521, et seq.), and the Telecommunications Act of 1996. Telecommunications System or Systems also includes an Open Video System.

(26) "Wire" means fiber optic Telecommunications cable, wire, coaxial cable, or other transmission medium that may be used in lieu thereof for similar purposes.

CHAPTER 3 -- FRANCHISE REQUIRED

29-3-1 Non-Exclusive Franchise

29-3-2 Every Provider Must Obtain

29-3-3 Nature of Grant

29-3-4 Current Providers

29-3-5 Nature of Franchise

29-3-6 Regulatory Approval Needed

29-3-7 Term

29-3-1 Non-Exclusive Franchise. The City is empowered and authorized to issue non-exclusive Franchises governing the installation, construction, and maintenance of Systems in the City's Rights-of-Way, in accordance with the provisions of this Ordinance. The Franchise is granted through a Franchise Agreement entered into between the City and Provider.

29-3-2 Every Provider Must Obtain. Except to the extent preempted by federal or state law, as ultimately interpreted by a court of competent jurisdiction, including any appeals, every Provider must obtain a Franchise prior to constructing a Telecommunications System or providing Telecommunications Services using the Rights-of-Way, and every Provider must obtain a Franchise before constructing an Open Video System or providing Open Video Services via an Open Video System. Any Open Video System or Service shall be subject to the customer service and consumer protection provisions applicable to the Cable TV companies to the extent the City is not preempted or permitted as ultimately interpreted by a court of competent jurisdiction, including any appeals. The fact the particular Telecommunications Systems may be used for multiple purposes does not obviate the need to obtain a Franchise for other purposes. By way of illustration and not limitation, a cable operator of a cable system must obtain a cable franchise, and, should it intend to provide Telecommunications Services, over the same System, must also obtain a Telecommunications Franchise.

29-3-3 Nature of Grant. A Franchise shall not convey title, equitable or legal, in the Rights-of- Way. A Franchise is only the right to occupy Rights-of-Way on a non-exclusive basis for the limited purposes and for the limited period stated in the Franchise; the right may not be subdivided, assigned, or subleased. A Franchise does not excuse a Provider from obtaining appropriate access or pole attachment agreements before collocating its System on the property of others, including the City's property. This section shall not be construed to prohibit a provider from leasing conduit to another Provider, so long as the Lessee has obtained a Franchise.

29-3-4 Current Providers. Except to the extent exempted by federal or state law, any Provider acting without a Franchise on the effective date of this ordinance shall request issuance of a Franchise from the City within 90 days of the effective date of this Ordinance. If such request is made, the Provider may continue providing service during the course of negotiations. If a timely request is not made, or if negotiations cease and a Franchise is not granted, the Provider shall comply with the provisions of Chapter 29-9-4.

29-3-5 Nature of Franchise. The Franchise granted by the City under the provisions of this Ordinance shall be a nonexclusive Franchise providing the right and consent to install, repair, maintain, remove and replace its System on, over and under the Rights-of-

Way in order to provide Services, pursuant to all local requirements outlined in this Ordinance.

29-3-6 Regulator Approval Needed. Before offering or providing any Services pursuant to the Franchise, a Provider shall obtain any and all regulatory approvals, permits, authorizations or licenses for the offering or provision of such Services from the appropriate federal, state and local authorities, if required, and shall submit to the City upon the written request of the City evidence of all such approvals, permits, authorizations or licenses.

29-3-7 Term. No Franchise issued pursuant to this Ordinance shall have a term of less than five (5) years or greater than fifteen (15) years. Each Franchise shall be granted in a nondiscriminatory manner.

CHAPTER 4 -- COMPENSATION AND OTHER PAYMENTS

29-4-1 Compensation

29-4-2 Timing

29-4-3 Fee Statement and Certification

29-4-4 Future Costs

29-4-5 Taxes and Assessments

29-4-6 Interest on Late Payments

29-4-7 No Accord and Satisfaction

29-4-8 Not in Lieu of Other Taxes or Fees

29-4-9 Continuing Obligation and Holdover

29-4-10 Costs of Publication

29-4-1 Compensation. As fair and reasonable compensation for any Franchise granted pursuant to this Ordinance, a Provider shall have the following obligations:

(1) Application Fee. In order to offset the cost to the City to review an Application for a Franchise and in addition to all other fees, permits or charges, a Provider shall pay to the City, at the time of Application, a non-refundable Application fee as set forth from time to time by City Resolution.

(2) Franchise Fees. The Franchise fee, if any, shall be set forth in the Franchise Agreement. The obligation to pay a Franchise fee shall commence on the Completion Date. The Franchise fee is offset by any business license fee or business license tax enacted by the City.

(3) Excavation Permits. The Provider shall also pay fees required for an excavation permit as provided in City Code Chapter 25-9, Permit.

29-4-2 Timing. Unless otherwise agreed to in the Franchise Agreement, all Franchise Fees shall be paid on a monthly basis within forty-five (45) days of the close of each calendar month.

29-4-3 Fee Statement and Certification. Unless a Franchise Agreement provides otherwise, each fee payment shall be accompanied by a statement showing the manner in which the fee was calculated and shall be certified as to its accuracy.

29-4-4 Future Costs. A Provider shall pay to the City or to third parties, at the direction of the City, an amount equal to the reasonable costs and reasonable expenses that the City incurs for the services of third parties (including but not limited to attorneys and other consultants) in connection with any renewal or Provider-initiated renegotiation, or amendment of this Ordinance or a

Franchise, provided, however, that the parties shall agree upon reasonable financial cap at the outset of negotiations. In the event the parties are unable to agree, either party may submit the issue to binding arbitration in accordance with the rules and procedures of the American Arbitration Association. Any costs associated with any work to be done by the Public Works Department to provide space on City owned poles shall be borne by the Provider.

29-4-5 Taxes and Assessments. To the extent taxes or other assessments are imposed by taxing authorities, other than the City on the use of the City property as a result of a Provider's use or occupation of the Rights-of-Way, the Provider shall be responsible for payment of its pro rata share of such taxes, payable annually unless otherwise required by the taxing authority. Such payments shall be in addition to any other fees payable pursuant to this Ordinance.

29-4-6 Interest on Late Payments. In the event that any payment is not actually received by the City on or before the applicable date fixed in the Franchise, interest thereon shall accrue from such date until received at the rate charged for delinquent state taxes.

29-4-7 No Accord and Satisfaction. No acceptance by the City of any fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such fee payment be construed as a release of any claim the City may have for additional sums payable.

29-4-8 Not in Lieu of Other Taxes or Fees. The fee payment is not a payment in lieu of any tax, fee or other assessment except as specifically provided in this Ordinance, or as required by applicable law. By way of example, and not limitation, excavation permit fees and fees to obtain space on the City owned poles are not waived and remain applicable.

29-4-9 Continuing Obligation and Holdover. In the event a Provider continues to operate all or any part of the System after the Term of the Franchise, such operator shall continue to comply with all applicable provisions of this Ordinance and the Franchise, including, without limitation, all compensation and other payment provisions throughout the period of such continued operation after the term, including, but not limited to, damages and restitution.

29-4-10 Costs of Publication. A Provider shall assume any publication costs associated with its Franchise that may be required by law.

CHAPTER 5 -- FRANCHISE APPLICATIONS

29-5-1 Franchise Application

29-5-2 Application Criteria

29-5-3 Franchise Determination

29-5-1 Franchise Application. To obtain a Franchise to construct, own, maintain or provide Services through any System within the city, to obtain a renewal of a Franchise granted pursuant to this Ordinance, or to obtain the City approval of a transfer of a Franchise, as provided in Subsection 7.1.2, granted pursuant to this Ordinance, an Application must be filed with City on the form attached to this Ordinance as Exhibit A, which is hereby incorporated by reference. The Application form may be changed by the Clinton City Manager so long as such changes request information that is consistent with this Ordinance. Such Application form, as amended, is incorporated by reference.

29-5-2 Application Criteria. In making a determination as to an Application filed pursuant to this Ordinance, the City may, but shall not be limited to, request the following from the Provider:

(1) A copy of the order from the PSC granting a Certificate of Convenience and Necessity.

(2) Certification of the Provider's financial ability to compensate the City for Provider's intrusion, maintenance and use of the Rights-of-Way during the Franchise term proposed by the Provider;

(3) Provider's agreement to comply with the requirements of Chapter 6 of this Ordinance.

(4) Prior to making any attachments to poles, the Provider shall be willing to enter into a pole attachment agreement with the City, if the City deems it reasonably necessary.

29-5-3 Franchise Determination. The City, in its discretion, shall determine the award of any Franchise on the basis of these and other considerations relevant to the use of the Rights-of-Way, without competitive bidding.

CHAPTER 6 -- CONSTRUCTION AND TECHNICAL REQUIREMENTS

29-6-1 General Requirements

29-6-2 Quality

29-6-3 Licenses and Permits

29-6-4 Relocation of the System

29-6-5 Protect Structures

29-6-6 No Obstruction

29-6-7 Safety Precautions

29-6-8 Repair

29-6-9 System Maintenance

29-6-10 Trimming of Trees

29-6-1 General Requirements. No Provider shall receive a Franchise unless it agrees to comply with each of the terms set forth in this Section governing construction and technical requirements for its System, in addition to any other reasonable requirements or procedures specified by the City or the Franchise, including requirements regarding locating and sharing in the cost of locating portions of the System with other Systems or with City utilities. A Provider shall obtain an excavation permit, pursuant to the excavation ordinance, before commencing any work in the Rights-of-Way.

29-6-2 Quality. All work involved in the construction, maintenance, repair, upgrade and removal of the System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. If, at any time, it is determined by the FCC or any other agency granted authority by federal law or the FCC to make such determination, that any part of the System, including, without limitation, any means used to distribute Signals over or within the System, is harmful to the public health, safety or welfare, or quality of service or reliability, then a Provider shall, at its own cost and expense, promptly correct all such conditions.

29-6-3 Licenses and Permits. A Provider shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, maintain, upgrade or repair the System, including but not limited to any necessary approvals from Persons and/or the city to use private property, easements, poles and conduits. A Provider shall obtain any required permit, license, approval or authorization, including but not limited to excavation permits, pole attachment agreements, etc., prior to the commencement of the activity for which the permit, license, approval or authorization is required.

29-6-4 Relocation of the System.

(1) New Grades or Lines. If the grades or lines of any Rights-of-Way are changed at any time in a manner affecting the System, then a Provider shall comply with the requirements of the excavation ordinance.

(2) The City Authority to Move System in case of an Emergency. The City may, at any time, in case of fire, disaster or other emergency, as determined by the City in its reasonable discretion, cut or move any parts of the System and appurtenances on, over or under the Rights-of-Way of the City, in which event the City shall not be liable therefor to a Provider. The City shall notify a Provider in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following any action taken under this Chapter. Notice shall be given as provided in Section 11.4.

(3) A Provider Required to Temporarily Move System for Third Party. A Provider shall, upon prior reasonable written notice by the City or any Person holding a permit to move any structure, and within the time that is reasonable under the circumstances, temporarily move any part of its System to permit the moving of said structure. A Provider may impose a reasonable charge on any Person other than the City for any such movement of its Systems.

(4) Rights-of-Way Change - Obligation to Move System. When the City is changing a Rights-of-Way and makes a written request, a Provider is required to move or remove its System from the Rights-of-Way, without cost to the City, to the extent provided in the excavation ordinance. This obligation does not apply to Systems originally located on private property pursuant to a private easement, which property was later incorporated into the Rights-of-Way, if that private easement grants a superior vested right. This obligation exists whether or not the Provider has obtained an excavation permit.

29-6-5 Protect Structures. In connection with the construction, maintenance, repair, upgrade or removal of the System, a Provider shall, at its own cost and expense, protect any and all existing structures belonging to the City. A Provider shall obtain the prior written consent of the City to alter any water main, power facility, sewage or drainage system, or any other municipal structure on, over or under the Rights-of-Way of the City or its designee on a reimbursable basis. A Provider agrees that it shall be liable for the costs incurred by the City to replace or repair and restore to its prior condition in a manner as may be reasonably specified by the City, any municipal structure or any other Rights-of-Way of the City involved in the construction, maintenance, repair, upgrade or removal of the System that may become disturbed or damaged as a result of any work thereon by or on behalf of a Provider pursuant to the Franchise.

29-6-6 No Obstruction. In connection with the construction, maintenance, upgrade, repair or removal of the System, a Provider shall not unreasonably obstruct the Rights-of-Way of fixed guide way systems, railways, passenger travel, or other traffic to, from or within the City without the prior consent of the appropriate authorities.

29-6-7 Safety Precautions. A Provider shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, security personnel and suitable and sufficient lighting, and such other requirements prescribed by OSHA and Utah OSHA. A Provider shall comply with all applicable federal, state and local requirements including but not limited to the National Electric Safety Code.

29-6-8 Repair. After written reasonable notice to the Provider, unless, in the sole determination of the City, an eminent danger exists, any Rights-of-Way within the City which are disturbed or damaged during the construction, maintenance or reconstruction by a Provider of its System may be repaired by the City at the Provider's expense, to a condition as good as that prevailing before such work was commenced. Upon doing so, the City shall submit to such a Provider an itemized statement of the cost for repairing and restoring the Rights-of-Way intruded upon. The Provider shall, within thirty (30) days after receipt of the statement, pay to the City the entire amount thereof.

29-6-9 System Maintenance. A Provider shall:

(1) Install and maintain all parts of its System in a non-dangerous condition throughout the entire period of its Franchise.

(2) Install and maintain its System in accordance with standard prudent engineering practices and shall conform, when applicable, with the National Electrical Safety Code and all applicable other federal, state and local laws or regulations.

(3) At all reasonable times, permit examination by any duly authorized representative of the City of the System and its effect on the Rights-of-Way.

29-6-10 Trimming of Trees. A Provider shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Rights-of-Way so as to prevent the branches of such trees from coming in contact with its System. Notification to the owner(s) of the property(s) must be given as directed by the City, prior to tree trimming.

CHAPTER 7 -- FRANCHISE AND LICENSE NON-TRANSFERRABLE

29-7-1 Notification of Sale

29-7-2 Event of Sale

29-7-1 Notification of Sale.

(1) Notification and Election. When a Provider is the subject of a sale, transfer, lease, assignment, sublease or disposed of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, such that it or its successor entity is obligated to inform or seek approval of the PSC, the Provider or its successor entity shall promptly notify the City of the nature of the transaction[s]. The notification shall include either:

(a) the successor entity's certification that the successor entity unequivocally agrees to all of the terms of the original Providers Franchise Agreement, or

(b) the successor entity's Application in compliance with Chapter 5 of this Ordinance.

(2) Transfer of Franchise. Upon receipt of a notification and certification in accordance with Subsection 7.1.1(a), the City designee, as provided in Subsection 9.1.1, shall send notice affirming the transfer of the Franchise to the successor entity. If the City has good cause to believe that the successor entity may not comply with this Ordinance or the Franchise Agreement, it may require an Application for transfer. The Application shall comply with Chapter 5.

29-7-2 Events of Sale. The following events shall be deemed to be a sale, assignment or other transfer of the Franchise requiring compliance with Section 7-1 above:

(1) The sale, assignment or other transfer of all or a majority of a Provider's assets to another Person; (2) The sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in a Provider by one or more of its existing shareholders, partners, members or other equity owners so as to create a new Controlling Interest in a Provider;

(3) The issuance of additional capital stock or partnership, membership or other equity interest by a Provider so as to create a new Controlling Interest in such a Provider; or,

(4) The entry by a Provider into an agreement with respect to the management or operation of such Provider or its System.

CHAPTER 8 -- OVERSIGHT AND REGULATION

29-8-1 Insurance, Indemnity and Security

29-8-2 Oversight

29-8-3 Maintain Records

29-8-4 Confidentiality

29-8-5 Provider's Expense

29-8-6 Right of Inspection

29-8-1 Insurance, Indemnity, and Security. Prior to the execution of a Franchise, a Provider will deposit with the City a cash bond as required by the terms of the Franchise, and shall obtain and provide proof of the insurance coverage required by the Franchise. A Provider shall also indemnify the City, its officers, agents, officials and employees harmless from any action, causes of action, claims for relief which can be set forth in or through a complaint or otherwise that may arise out of the acts or omissions, negligent, or otherwise of Provider, Provider's officers, officials, agents or employees, the City, or its officers, officials, agents or employees or any person or persons. All of Provider's system or services shall be installed, maintained and serviced by Provider. Any property, personal injury or actual damage, injury or harm caused by Provider's System or Service to any person, person's property or entity shall be the sole responsibility of Provider and Provider agrees to indemnify and hold City harmless from all actions, causes of action, complaints or legal actions, whether said harm is caused by Provider or an unknown third-party.

29-8-2 Oversight. The City shall have the right to oversee, regulate and inspect periodically the construction, maintenance, and upgrade of the System, and any part thereof, in accordance with the provisions of the Franchise and applicable law. A Provider shall establish and maintain managerial and operational records, standards, procedures and controls to enable a Provider to prove, in reasonable detail, to the satisfaction of the City at all times throughout the Term, that a Provider is in compliance with the Franchise. A Provider shall retain such records for not less than the applicable statute of limitations.

29-8-3 Maintain Records. A Provider shall at all times maintain:

(1) On file with the City, a full and complete set of plans, records and "as-built" hard copy maps and, to the extent the maps are placed in an electronic format, they shall be made in electronic format compatible with the City's existing GIS system, of all existing and proposed installations and the types of equipment and Systems installed or constructed in the Rights-of-Way, properly identified and described as to the types of equipment and facility by appropriate symbols and marks which shall include annotations of all Rights-of-Ways where work will be undertaken. As used herein, as-built maps includes file construction prints. Maps shall be drawn to scale. "As-built" maps, including the compatible electronic format, as provided above, shall be submitted within 30 days of completion of work or within 30 days after completion of modification and repairs. As-built maps are not required of the Provider who is the incumbent local exchange carrier for the existing System to the extent they do not exist.

(2) Throughout the term of the Franchise, a Provider shall maintain complete and accurate books of account and records of the business, ownership, and operations of a Provider with respect to the System in a manner that allows the City at all times to determine whether a Provider is in compliance with the Franchise. Should the City reasonably determine that the records are not being maintained in such a manner, a Provider shall alter the manner in which the books and/or records are maintained so that a Provider comes into compliance with this Section. All financial books and records which are maintained in accordance with the regulations of the FCC and any governmental entity that regulates utilities in the State of Utah, and generally accepted accounting principles shall be deemed to be acceptable under this Section.

29-8-4 Confidentiality. If the information required to be submitted is proprietary in nature or must be kept confidential by federal, state or local law, upon proper request by a Provider, such information shall be classified as a Protected Record within the meaning of the Utah Government Records Access Management Act (GRAMA), making it available only to those who must have access to

perform their duties on behalf of the City, provided that a Provider notifies the City of, and clearly labels the information which a Provider deems to be confidential, proprietary information. Such notification and labeling shall be the sole responsibility of the Provider.

29-8-5 Provider's Expense. All reports and records required under this Ordinance shall be furnished at the sole expense of a Provider, except as otherwise provided in this Ordinance or a Franchise.

29-8-6 Right of Inspection. For the purpose of verifying the correct amount of the franchise fee, the books and records of the Provider pertaining thereto shall be open to inspection or audit by duly authorized representatives of the City at all reasonable times, upon giving reasonable notice of the intention to inspect or audit the books and records, provided that the City shall not audit the books and records of the Provider more often than annually. The Provider agrees to reimburse the City the reasonable costs of an audit if the audit discloses that the Provider has paid ninety-five percent (95%) or less of the compensation due the City for the period of such audit. In the event the accounting rendered to the City by the Provider herein is found to be incorrect, then payment shall be made on the corrected amount within thirty (30) calendar days of written notice, it being agreed that the City may accept any amount offered by the Provider, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect.

CHAPTER 9 -- RIGHTS OF CITY

29-9-1 Enforcement and Remedies

29-9-2 Force Majeure

29-9-3 Extended Operation and Continuity of Services

29-9-4 Removal or Abandonment of Franchise Property

29-9-1 Enforcement and Remedies

(1) Enforcement - City Designee. The City is responsible for enforcing and administering this Ordinance, and the City or its designee, as appointed by the City Manager, is authorized to give any notice required by law or under any Franchise Agreement.

(2) Enforcement Provision. Any Franchise granted pursuant to this Ordinance shall contain appropriate provisions for enforcement, compensation, and protection of the public, consistent with the other provisions of this Ordinance, including, but not limited to, defining events of default, procedures for accessing the Bond/Security Fund, and rights of termination or revocation.

29-9-2 Force Majeure. In the event a Provider's performance of any of the terms, conditions or obligations required by this Ordinance or a Franchise is prevented by a cause or event not within a Provider's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this section, causes or events not within the control of a Provider shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires.

29-9-3 Extended Operation and Continuity of Services.

(1) Continuation After Expiration. Upon either expiration or revocation of a Franchise granted pursuant to this Ordinance, the City shall have discretion to permit a Provider to continue to operate its System or provide Services for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. A Provider shall continue to operate its System under the terms and conditions of this Ordinance and the Franchise granted pursuant to this Ordinance.

(2) Continuation by Incumbent Local Exchange Carrier. If the Provider is the incumbent local exchange carrier, it shall be permitted

to continue to operate its System and provide Services without regard to revocation or expiration, but shall be obligated to negotiate a renewal of good faith.

29-9-4 Removal or Abandonment of Franchise Property.

(1) Abandoned System. In the event that: (a) the use of any portion of the System is discontinued for a continuous period of twelve (12) months, and thirty (30) days after no response to written notice from the City to the last known address of Provider; (b) any System has been installed in the Rights-of-Way without complying with the requirements of this Ordinance or Franchise; or (c) the provisions of Section 3.4 are applicable and no Franchise is granted, a Provider, except the Provider who is an incumbent local exchange carrier, shall be deemed to have abandoned such System.

(2) Removal of Abandoned System. The City, upon such terms as it may impose, may give a Provider written permission to abandon, without removing, any System, or portion thereof, directly constructed, operated or maintained under a Franchise. Unless such permission is granted or unless otherwise provided in this Ordinance, a Provider shall remove within a reasonable time the abandoned System and shall restore, using prudent construction standards, any affected Rights-of-Way to their former state at the time such System was installed, so as not to impair their usefulness. In removing its plant, structures and equipment, a Provider shall refill, at its own expense, any excavation necessarily made by it and shall leave all Rights-of-Way in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. The City shall have the right to inspect and approve the condition of the Rights-of-Way cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this Ordinance and any security fund provided in a Franchise shall continue in full force and effect during the period of removal and until full compliance by a Provider with the terms and conditions of this Ordinance is approved by the City.

(3) Transfer of Abandoned System to City. Upon abandonment of any System in place, a Provider, if required by the City, shall submit to the City a written instrument, satisfactory in form to the City, transferring to the City the ownership of the abandoned System.

(4) Removal of Above-Ground System. At the expiration of the term for which a Franchise is granted, or upon its revocation or earlier expiration, as provided for by this Ordinance, in any such case without renewal, extension or transfer, the City shall have the right to require a Provider to remove, at its expense, all above-ground portions of a System from the Rights-of-Way within a reasonable period of time, which shall not be less than one hundred eighty (180) days. If the Provider is the incumbent local exchange carrier, it shall not be required to remove its System, but shall negotiate a renewal in good faith.

(5) Leaving Underground System. Notwithstanding anything to the contrary set forth in this Ordinance, upon the written approval of the City a Provider may abandon any underground System in place so long as it does not materially interfere with the use of the Rights-of-Way or with the use thereof by any public utility, cable operator or other person.

CHAPTER 10 -- OBLIGATION TO NOTIFY

29-10-1 Publicizing Work

29-10-1 Publicizing Work. When performing work on private property, after securing approval as required in 29-6-3, and before entering onto any private property, Provider shall make a good faith attempt to contact the property owners in advance, and describe the work to be performed.

CHAPTER 11 -- GENERAL PROVISIONS

29-11-1 Conflicts

29-11-2 Severability

29-11-3 New Developments

29-11-4 Notices

29-11-5 Exercise of Police Power

29-11-1 Conflicts. In the event of a conflict between any provision of this Ordinance and a Franchise entered pursuant to it, the provisions of this Ordinance in effect at the time the Franchise is entered into shall control.

29-11-2 Severability. If any provision of this Ordinance is held by any federal, state or local court of competent jurisdiction, to be invalid as conflicting with any federal or state statute, or is ordered by a court to be modified in any way in order to conform to the requirements of any such law an all appellate remedies with regard to the validity of the Ordinance provisions in question are exhausted, such provision shall be considered a separate, distinct, and independent part of this Ordinance, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law is subsequently repealed, rescinded, amended or otherwise changes, so that the provision in question shall return in full force and effect and shall again be binding on the City and the Provider, provided that the City shall give the Provider thirty (30) days, or a long period of time as may be reasonable required for a Provider to comply with such a rejuvenated provision, written notice of the change before requiring compliance with such provision.

29-11-3 New Developments. It shall be the policy of the City to amend this Ordinance, upon Application of a Provider, when necessary to enable the Provider to take advantage of any developments in the field of Telecommunications which will afford the Provider an opportunity to more effectively, efficiently, or economically serve itself or the public.

29-11-4 Notices. All notices from a Provider to the City required under this Ordinance or pursuant to a Franchise granted pursuant to this Ordinance shall be directed to the officer as designated by the City Manager. A Provider shall provide in any Application for a Franchise the identity, address and phone number to receive notices from the City. A Provider shall immediately notify the City of any change in its names, address, or telephone number.

29-11-5 Exercise of Police Power. To the full extent permitted by applicable law either now or in the future, the City reserves the right to adopt or issue such rules, regulations, orders, or other directives that it finds necessary or appropriate in the lawful exercise of its police powers.

CHAPTER 12 -- FEDERAL, STATE AND CITY JURISDICTION

12-12-1 Construction

12-12-2 Ordinance Applicability

29-12-3 Other Applicable Ordinances

29-12-4 City Failure to Enforce

29-12-5 Construed According to Utah Law

29-12-1 Construction. This Ordinance shall be construed in a manner consistent with all applicable federal and state statutes.

29-12-2 Ordinance Applicability. This Ordinance shall apply to all Franchises granted or renewed after the effective date of this Ordinance. This Ordinance shall further apply, to the extent permitted by applicable federal or state law to all existing Franchises

granted prior to the effective date of this Ordinance and to a Provider providing Services, without a Franchise, prior to the effective date of this Ordinance.

29-12-3 Other Applicable Ordinances. A Provider's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. A Provider shall comply with all applicable general laws and ordinances enacted by the City pursuant to its police powers. In particular, all Providers shall comply with the City zoning and other land use requirements.

29-12-4 City Failure to Enforce. A Provider shall not be relieved of its obligation to comply with any of the provisions of this Ordinance or any Franchise granted pursuant to this Ordinance by reason of any failure of the City to enforce prompt compliance.

29-12-5 Construed According to Utah Law. This Ordinance and any Franchise granted pursuant to this Ordinance shall be construed and enforced in accordance with the substantive laws of the State of Utah.

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: **TABLED ITEM FROM JANUARY 27 - PUBLIC HEARING – Ordinance No. 15-01Z -** Review and action upon a recommendation from the Planning Commission concerning change to the Clinton City Zoning Ordinance; § 28-2 Definitions dealing with Garages, Accessory Buildings, Carports, and Sheds; § 28-3-25 Garages, Accessory Buildings, Sheds, Carports; § 28-12 thru 28-15, and 28-19 subsections dealing with Garages, Accessory Buildings, Sheds, and Carports.	**AGENDA ITEM: E**
PETITIONER: Community Development.	**MEETING DATE:** February 10, 2015
RECOMMENDATION: Adopt, Amend and Adopt, or Reject Ordinance No. 15-2Z Amending the Clinton City Zoning Ordinance; § 28-2 Definitions dealing with Garages, Accessory Buildings, Carports, and Sheds; § 28-3-25 Garages, Accessory Buildings, Sheds, Carports; § 28-12 thru 28-15, and 28-19 subsections dealing with Garages, Accessory Buildings, Sheds, and Carports.	**ROLL CALL VOTE:** **X YES x NO**

FISCAL IMPACT:

BACKGROUND:
This change is intended to remove conflicts within the ordinance and clarify the intent of the sections dealing with Garages, Accessory Buildings, Carports and Sheds.

Items Covered, Old Verbiage vs. Amended:

Old	Amended
Definitions	Clarified definitions for Garages, Accessory Buildings, Carports and Sheds, no significant changes from previously intended. Relocated requirements from definitions to Chapter 3 Regulations Applicable to All Zones. Defined "Major Street".
Ch 3, Elderly Apartments, Residential Facility for elderly Persons, Nursing Homes	Assisted Living Facility with Resident Drivers: kept the number of spaces required. Assisted Living Facility no Resident Drivers; number of parking per bed from 1/4 to 1/2
Single Family Dwelling Parking Requirements: there was a conflict regarding if a structure was required.	Clarified, two parking spaces required can be pads, carport, or garage. If a pad then side lot set back requirements are increased by 21-feet.
2, 3, and 4 Plex Parking Requirements: there was a conflict regarding if a structure was required.	Clarified, parking requirements are evaluated as part of the site plan review.
Due to changes in surface required for parking there became a conflict between hard surface or gravel for access to required parking or additional parking.	Clarified, access to required parking must be hard surface from street to required parking. Access to additional parking must have a hard surface to the parking unless the parking is behind a solid gated fence then hard surface to the gated fence.
Clarified surface for required parking vs. additional parking	All required parking shall be hard surface. All additional parking shall be hard surface unless behind a solid gated fence.
Table 12.4.1	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling.

Table 12.4.3	Clarified Accessory Garage/Carport; Detached Garage/Carport
A-1 Zone, Chapter 12, Accessory buildings permitted	Clarified that Garages, Accessory Buildings, Sheds and Carports are permitted
AE Zone, Chapter 13	Clarified that Garages, Accessory Buildings, Sheds and Carports are permitted
Table 13.4.1	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling.
Table 13.4.3	Clarified Accessory Garage/Carport; Detached Garage/Carport
28-13-4(7) added	Established evaluation process for Garages, accessory buildings, sheds, and carports that are for a use other than SF residential.
Table 14.2	Clarified item 4 and added 25 for non SF residential uses.
Table 14.3	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling. Established requirements for non SF residential uses
28-15-2 & 3	Clarified and established procedure for non SF residential uses
Table 15.4	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling. Established requirements for non SF residential uses
Table 19.4 & 19.29.2	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling. Established requirements for non SF residential uses

ALTERNATIVE ACTIONS:

ATTACHMENTS:
Ordinance No. 15-01Z

REFERENCED DOCUMENTS:

ORDINANCE NO. 15-01 Z

AN ORDINANCE AMENDING TITLE 28, ZONING AND REAL PROPERTY

WHEREAS, Clinton City has an existing Title 28, dealing Garages, Accessory Buildings, Sheds, and Carports; and,

WHEREAS, The City Council has found that changes are required; and,

WHEREAS, Clinton City has an obligation to provide for the health, safety, and general welfare of its citizens.

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

BY MOTION The Clinton City Council voted to (adopt) (reject) this ordinance.

SECTION 1. Changes

AMEND:

"Accessory Building, Residential" [67, 88, 198] means a building, larger than 200 square feet, designated for use other than a residence constructed on a lot containing a residential structure. A Residential Accessory Building shall be constructed of materials complementary in color to the primary building on the lot and buildings on surrounding lots.

"Accessory Building Large Lot" [169] means a building, larger than 200 square feet, with a minimum setback of forty (40) feet from any portion of the primary building on the lot that is at least one-half acre in size and at least twenty (20) feet from any residential building on adjoining lots.

"Carport" means a private, covered area for parking motor vehicles with two or more open sides. A carport with a distance between support structures less than 20-feet shall be designated as a single carport. A carport with a distance between support structures equal to or more than 20-feet shall be designated as a double carport. [192]

(1) Carport Attached: the carport and dwelling having a roof or wall in common. Ref. § 28-3-25(5).

(2) Carport Accessory: located behind a dwelling with adequate access for a motor vehicle. Ref. § 28-3-25(5).

(3) Carport Detached: located adjacent to a dwelling and fronting a common street. Ref. § 28-3-25(5).

"Garage, Private" [21, 104, 148, 169, 183, 198] means an enclosed space for the storage of one or more motor vehicles. A garage with an exterior width of less than 20 feet shall be designated as a single garage. A garage with an exterior width of 20 feet or greater shall be designated as a double garage. For the purpose of these regulations a private garage will fall into one (1) of three (3) categories:

(1) Garage Attached: the garage and dwelling having a roof or wall in common.

(2) Garage Accessory: located behind a dwelling with adequate access for a motor vehicle. Ref. § 28-3-25(2).

(3) Garage Detached: located adjacent to a dwelling and fronting a common street. Ref. § 28-3-25(3).

"Major Street" means a Collector, Minor Arterial, or Principal Arterial street as indicated in the Clinton City Transportation Master Plan.

"Shed" or **"Yard Shed"** [169] means an enclosed space or covered area outside of an enclosed space less than 200 square feet, not including eves, with a door width of six (6) feet or less for the storage of yard tools and supplies, motorized yard equipment, household items, etc. but not for storing motor vehicles intended for personal transport. Includes greenhouses, play houses, forts, and other play structures. Does not include landscape features such as pergolas, arbors, or other skeleton type structures.

28-3-25 Garages, Accessory Buildings, Shed, Carports - Single Family Dwelling.[104, 148, 169, 183, 192]

(1) Garage and Carport General Requirements: These requirements apply to garages and Carports.

(a) Structures shall meet the minimum setback requirements established in this ordinance for the zone.

(b) Eaves shall not extend into any setback requirements established in this ordinance for the zone by more than twelve (12) inches.

(c) All run-off from the roof, drive or any Hard Surface associated with the structure shall be designed to drain onto the building lot where the structure is located.

(d) Adherence to the maximum impervious surface ratio.

(e) Structures built within five (5) feet of a property line shall not have openings, (windows, doors, etc.), in the wall that is within the five (5) feet.

(f) Structures built within five (5) feet of a property line shall have the wall constructed to meet the requirements of the International Residential Code.

(g) A curb cut and appropriate apron shall be established to meet the requirements of the city standards and § 28-4 of this ordinance.

(h) Construction shall meet the requirements of the International Residential Code or International Building Code as applicable.

(2) Garage Accessory

(a) A Garage Accessory, as defined in this ordinance, may serve to satisfy the parking requirements established for a residence in Chapter 4 of this ordinance providing that there is also a Hard Surface drive from the street to the Accessory Garage.

(b) The minimum distance from any wall surface, attached deck, awning, or other extension of the dwelling to any wall surface or extension on the Garage ~~structure~~, shall not be less than ten (10) feet. The eves of either structure shall not extend more than twelve (12) inches into the required ten (10) foot separation.

(d) Structure shall be designed with the intended use of storing vehicles designed for transportation or recreation.

(e) Garage Accessory shall compliment the color scheme of the existing dwelling. Significance of colors shall be determined by the planning staff at the time of plan review. [198]

(f) If the structure is not intended to meet the requirements of Chapter 4 for a residence as stated in (2)(a)(ii) it shall have a Hard Surface drive from the street to the garage unless the structure is behind a 6-foot solid fence with gates then the Hard Surface shall extend from the street to behind the fence gates. [198]

(3) Garage Detached

(a) A Garage Detached, as defined in this ordinance, may satisfy the parking requirements established for a residence in Chapter 4 of this ordinance providing that there is also a Hard Surface drive from the street to the Detached Garage.

(b) The minimum distance from any wall surface, attached deck, awning, or other extension of the dwelling to any property line shall meet the requirements established in this ordinance for the applicable zone. The minimum distance from a wall surface or any extension on the structure to the wall surface or extension on the residence shall be a minimum of ten (10) feet.

(c) Structure shall be designed with the intended use of storing vehicles designed for transportation or recreation.

(d) Garage Detached shall have the same architectural features; utilize the same building materials and same pattern as the existing dwelling. Street view of the structure shall be similar in the use of materials, brick, rock, etc., as the residence on the lot. Sides and rear of the structure may utilize less primary materials, siding, stucco, etc., found on the residence. Equality of materials and features shall be determined by the planning staff at the time of plan review. Allowances may be made when considering the availability of materials due to the age of the original structure.

(4) Accessory Buildings and Sheds General Requirements: The following requirements apply to Accessory Buildings and Sheds:

(a) Structures shall meet the minimum setback requirements established in this ordinance for the zone.

(b) The structure shall be located in the rear yard setback as defined in this ordinance with a minimum distance from any wall surface, attached deck, awning, or other extension of the dwelling to any wall surface or extension on the structure, shall not be less than ten (10) feet.

(c) Eaves shall not extend into any setback or separation requirements established in this ordinance for the zone by more than twelve (12) inches.

(d) All run-off from the roof, drive or any Hard Surface associated with the structure shall be designed to drain onto the building lot where the structure~~s~~ is located.

(e) Adherence to the maximum impervious surface ratio.

(f) A curb cut shall NOT be established to provide access to the structure.

(g) Construction shall meet the requirements of the International Residential Code or International Building Code as applicable.

(h) Structure shall not be designed with the ability to store vehicles intended for transportation or recreation, access into the structure shall be less than six (6) feet wide.

(i) Accessory Buildings or Sheds, as defined in this ordinance, do not meet the parking requirements of Chapter 4 of this ordinance.

(j) Accessory Buildings shall compliment the color scheme of the existing dwelling. Significance of colors shall be determined by the planning staff at the time of plan review.

(5) Carport General Requirements [192]

(a) Carports associated with structures other than single family dwellings shall be evaluated and approved as part of the site plan approval process.

(b) Eaves shall be measured from the exterior wall where one exists and from the exterior of support posts where no wall exists.

(c) Carports shall have a Hard Surface, concrete or asphalt, under the roof area.

(d) Any Carport shall have a solid wall, adjacent to the closest property line, when located closer than 10-feet to an adjacent property line if no privacy fence is present between the carport and adjacent property.

(e) Carport Attached

(i) Attached carports intended to satisfy requirements of Chapter 4 shall have an enclosed storage area of at least 150 square feet in size, minimum 8-feet interior height, at grade level.

(e) Carport Accessory

(i) The minimum distance from any wall surface, attached deck, awning, or other extension of the dwelling to any wall surface or extension on the Carport, shall not be less than ten (10) feet. The eves of either structure shall not extend more than twelve (12) inches into the required ten (10) foot separation.

(ii) Structure shall be designed with the intended use of storing vehicles designed for transportation or recreation.

(iii) If intended to meet the parking requirements of § 28-4 it shall have a Hard Surface drive from the street to the carport. If not intended to meet requirements of § 28-4 it shall have a Hard Surface drive from the street to the carport unless the structure is behind a 6-foot solid fence with gates then the Hard Surface shall extend from the street to behind the fence gates. [198]

(f) Carport Detached

(i) The minimum distance from any wall surface, attached deck, awning, or other extension of the dwelling to any wall surface or extension on the structure, on the lot, shall meet the minimum setback requirements established for a Detached Garage.

(ii) It shall have a Hard Surface drive from the street to the structure.

(iii) Structure shall be designed with the intended use of storing vehicles designed for transportation or recreation.

(iv) Carport Detached shall have similar architectural features and utilize similar colors and materials as on the dwelling on the lot. In this case similar is intended to be complementary to the design of the dwelling.

(6) Nonconforming Structures

(a) Any Garage Accessory, Garage Detached, Accessory Building, or Accessory Building Large Lot that does not conform to the requirements of this ordinance, that has been declared a nuisance or unsafe for occupancy by authority of the City Code, health code, or building codes,

shall not be repaired unless it is brought into significant compliance with the requirements of this code. Any Garage Accessory that is demolished shall not be reconstructed unless it complies with the requirements of this ordinance.

(b) Any Shed that does not conform to the requirements of this ordinance, that has been declared a nuisance or unsafe by authority of the City Code, health code, or building codes, shall not be repaired or reconstructed unless it is brought into significant compliance with the requirements of this code.

28-4-4 **Parking Space for All Residential Dwelling Units**.[148, 198] In all zones with a permitted, conditional or nonconforming residential use, in accordance with other sections of this chapter, there shall be provided in the type of structure or space indicated sufficient parking of automobiles. If two (2) or more parking spaces are required the parking spaces must be side-by-side with direct access from a driveway or drive-lane. All required parking shall be upon a Hard Surface with Hard Surface access and properly located. For new buildings or structures, additional units, or for the enlargement or increase in capacity, floor area, or guest rooms of an existing main building or structure, there shall be the following minimum number of permanently maintained parking spaces on the same lot with the main building as follows:

(1) Apartments: For apartments, parking requirements shall be as follows:

Table 4.4.1 Unit Type	Number of Parking Spaces [a]	Visitor Parking Per Unit [a]
Studio	1.0	.25
1 Bedroom	1.5	.25
2 Bedroom	2.0	.25
3 Bedroom	2.0	.25
4 Bedroom	2.5	.25

[a] At least fifty percent (50%) of all parking spaces shall be enclosed or have an overhead covering.

(2) Assisted Living Facility with Resident Drivers : One and one quarter (1.25) stalls per unit plus one (1) space for each employee on the highest shift.
(3) Assisted Living Facility no Resident Drivers: One (1) stall for every 2 (two) beds.
(4) Dwellings: In all zones where these type of residential units are allowed there shall be provided:

Table 4.8.1 [198]		
Type of Unit	Number of Spaces	Other Parking Spaces
Single Family	2[a]	
Two Family	4	
Three Family	6	2
Four Family	8	2

[a] Refer to the applicable Zone chapter for additional requirements associated with the specific zone.

(5) Qualification: To meet the requirements of a parking space: a space shall have a Hard Surface with Hard Surface access and properly located with a minimum size of ten (10) feet by twenty (20) feet.[104]

(6) Conversion of Required Parking Space into Living Space: In the event that an attached garage or carport is to be converted into living space, the parking spaces required by § 28-4-4(4) shall be relocated on site prior to the existing attached garage or carport being converted into living space. Exception: Model home is outlined elsewhere in this ordinance.

28-4-5
(13) Institutional Uses: Hospitals, sanatoriums, convalescent hospitals: One (1) space for each two-bed capacity, plus one (1) space for every employee at the highest shift.

28-4-15
(4) Driveways and Accessory Parking: [173]
(a) All driveways, streets, isles, etc. intended to provide a means of access to parking spaces intended to meet the requirements of this chapter shall be paved with a Hard Surface and shall have a Hard Surface approach designed to meet the requirements of the Clinton City Engineering and Standard Specifications.

(b) Accessory parking areas on a lot with a single family residential unit with an established driveway that meets the requirements of "a" above are allowed within the front setback area of a lot based upon the following criteria:

Table 12.4.1 ADD footnote for side lot setback "[d] When an attached structure meeting the parking requirements of § 28-4 is not included with construction plans for a dwelling the side lot setback requirements shall be increased by 21-feet on one side of the dwelling."

Table 12.4.1		
Front	Major Street	35 feet
	Other Street	30 feet
	Garage/ Carport Detached	Same as Dwelling
Side, interior [d]	Dwelling	10 feet
	Non-Residential Building	20 feet
	Accessory Garage/Carport	3 feet rated structure 5 feet non-rated structure
	Detached Garage/Carport	10 feet
	Accessory Building	3 feet rated structure 5 feet non-rated structure
	Accessory Building Large Lot	3 feet rated structure 5 feet non-rated structure
	Shed	3 feet
Side, street [d]	Major Street	35 feet
	Other Street	30 feet
	Accessory Garage/Carport	30 feet[b]
	Detached Garage/Carport	Same as Dwelling
	Accessory Building	30 feet[b]
	Accessory Building Large Lot	30 feet[b]
	Shed	30 feet[c]
Rear	Main Building	30 feet
	Accessory Garage/Carport	3 feet rated structure 5 feet non-rated structure [a]
	Detached Garage/Carport	Same as Dwelling
	Accessory Building	3 feet rated structure 5 feet non-rated structure [a]
	Accessory Building Large Lot	3 feet rated structure 5 feet non-rated structure [a]

	Shed	3 feet[a]

[a] Except 10 feet where building rears on the side yard of adjacent corner lots

[b] These buildings shall not gain access from a minor arterial or principal arterial streets.

[c] Three feet if behind a solid fence.

[d] When an attached structure meeting the parking requirements of § 28-4 is not included with construction plans for a dwelling the side lot setback requirements shall be increased by 21-feet on one side of the dwelling.

Table 12.4.3 Distance from Dwelling		
Accessory Garage/Carport	Behind On Lot	10 feet
	On Adjacent Lot	20 feet
Detached Garage/Carport	Side	10 feet
Accessory Building	Behind	10 feet
Accessory Building Large Lot	On Lot	40 feet
	On Adjacent Lot	20 feet
Shed	On Lot	10 feet behind
	On Adjacent Lot	18 feet

28-12-2(12) Garages, Accessory Buildings, Sheds, and Carports, as defined in this Title, incidental to any permitted use.

28-12-3(11) Garages, Accessory Buildings, Sheds, and Carports, as defined in this Title, incidental to an approved conditional use and approved during site plan review.

28-12-4(7) Garages, accessory buildings, sheds, carports and distances from the property lines when associated with a use that is not a dwelling will be evaluated during a site plan review as established in § 28-3-10. Distances outlined above, for a dwelling, will be used as a guide and where the use being evaluated is adjacent to a lot with an existing dwelling the distances outlined above will be followed. Consideration for reducing distances during site plan review will be based upon mitigation proposed to reduce impact upon adjacent properties.

28-13-2(7) Garages, Accessory Buildings, Sheds, and Carports, as defined in this Title, incidental to any permitted use.

28-13-3(7) Garages, Accessory Buildings, Sheds, and Carports, as defined in this Title, incidental to an approved conditional use and approved during site plan review.

Table 13.4.1		
Front	Major Street	35 feet
	Other Street	30 feet
	Garage Detached	Same as Dwelling
Side, interior [d]	Dwelling	10 feet
	Non-Residential Building	20 feet
	Accessory Garage	3 feet rated structure 5 feet non-rated structure
	Detached Garage	10 feet
	Accessory Building	3 feet rated structure 5 feet non-rated structure
	Accessory Building Large Lot	3 feet rated structure 5 feet non-rated structure
	Shed	3 feet

Side, street [d]	Major Street	35 feet
	Other Street	30 feet
	Accessory Garage	30 feet[b]
	Detached Garage	Same as Dwelling
	Accessory Building	30 feet[b]
	Accessory Building Large Lot	30 feet[b]
	Shed	30 feet[c]
Rear	Main Building	30 feet
	Accessory Garage	3 feet rated structure 5 feet non-rated structure
	Detached Garage	Same as Dwelling
	Accessory Building	3 feet rated structure 5 feet non-rated structure [a]
	Accessory Building Large Lot	3 feet rated structure 5 feet non-rated structure [a]
	Shed	3 feet [a]

[a] Except 10 feet where building rears on the side yard of adjacent corner lots

[b] These buildings shall not gain access from a minor arterial or principal arterial streets.

[c] Three feet if behind a solid fence.

[d] When an attached structure meeting the parking requirements of § 28-4 is not included with construction plans for a dwelling the side lot setback requirements shall be increased by 21-feet on one side of the dwelling.

Table 13.4.3 Distance from Dwelling		
Accessory Garage/Carport	Behind On Lot	10 feet
	On Adjacent Lot	20 feet
Detached Garage/Carport	Side	10 feet
Accessory Building	Behind	10 feet
Accessory Building Large Lot	On Lot	40 feet
	On Adjacent Lot	20 feet
Shed	On Lot	10 feet behind
	On Adjacent Lot	18 feet

Correct numbering after 28-13-3 correct 28-13-2 to 28-13-4

28-13-4(7) Garages, accessory buildings, sheds, carports and distances from the property lines when associated with a use that is not a dwelling will be evaluated during a site plan review as established in § 28-3-10. Distances outlined above, for a dwelling, will be used as a guide and where the use being evaluated is adjacent to a lot with an existing dwelling the distances outlined above will be followed. Consideration for reducing distances during site plan review will be based upon mitigation proposed to reduce impact upon adjacent properties.

TABLE 14.2 [118, 198]		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]							
4.	Garages, accessory buildings, sheds, carports and uses customarily incidental to any permitted use.[169]	P	P	P	P	P	P
25.	Garages, accessory buildings, sheds, carports uses customarily incidental to any non-residential use.[169]	Structures will be evaluated along with application for primary use when					

TABLE 14.2 [118, 198]	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]						
	evaluating a site plan as established in § 28-3-10					

TABLE 14.3 [118, 183]			RESIDENTIAL ZONES					
SITE DEVELOPMENT STANDARDS			R-1-6	R-1-8	R-1-8a [25]	R-1-9 [21, 24]	R-1-10	R-1-15 [52]
3.	Minimum Yard Setbacks							
	1.	Front						
		Main Street	35	35	35	35	35	35
		Other Street	20	30	25	30	30	30
	2.	Side [169]						
		Interior Lot – Dwelling	8/10 [b]	8/10 [b]	5/8 [b]	8/10 [b]	10/10 [b]	10/10 [b]
		Facing Main Street – Dwelling	35	35	35	35	35	35
		Facing Other Street - Dwelling	20	20	20	20	20	20
		Detached Garages	Distances are the same as exist for a dwelling					
		Accessory Building Side Yard Interior	3' rated structure, 5' non rated structure					
		Accessory Building Side Yard facing a Street	20	20	20	20	20	20
		Shed	3	3	3	3	3	3
	3.	Rear [169]						
		Main Building and Detached Garages	25	25	25	25	30	30
		Main Building Main Street and Detached Garages	35	35	35	35	35	35
		Accessory Buildings and Sheds	3	3	3	3	3	3
		Accessory Building Side Yard facing a Street	20	20	20	20	20	20
		Shed	3	3	3	3	3	3
4.	Building Height							
	1.	Main Building						
		Minimum Stories	1	1	1	1	1	1
		Maximum Stories	2½	2½	2½	2½	2½	2½
		Maximum Height (feet)	35	35	35	35	35	35
	2.	Other Structures [169]						
	All	Maximum Stories	1	1	1	1	1	1
	Accessory Building	Minimum Height (feet)	12	12	12	12	12	12
		Maximum Height (feet)	25	25	25	25	25	25
	Accessory Building Large Lot	Minimum Height (feet)	12	12	12	12	12	12
		Maximum Height (feet)	30	30	30	30	35	35
	Shed	Minimum Height (feet)	6	6	6	6	6	6
		Maximum Height (feet)	16	16	16	16	16	16
7.	Garages, accessory buildings, sheds, carports and distances from the property lines when associated with a use that is not a dwelling will be evaluated during a site plan review as established in § 28-3-10. Distances outlined above, for a dwelling, will be used as a guide and where the use being							

TABLE 14.3 [118, 183]	RESIDENTIAL ZONES					
SITE DEVELOPMENT STANDARDS	R-1-6	R-1-8	R-1-8a [25]	R-1-9 [21, 24]	R-1-10	R-1-15 [52]
evaluated is adjacent to a lot with an existing dwelling the distances outlined above will be followed. Consideration for reducing distances during site plan review will be based upon mitigation proposed to reduce impact upon adjacent properties.						

[a] Corner lots not to be included in averaging.
[b] When an attached structure meeting the parking requirements of § 28-4 is not included with construction plans for a dwelling the side lot setback requirements shall be increased by 21-feet on one side of the dwelling.
[c] Reserved

[d] Reserved

[e] Reserved
[f] Reserved

[g] The accessory building size is limited by the overall impervious surface ratio of the rear yard.

[h] The impervious surface ratio is calculated based upon the impervious surface within any required side or rear yard minimum setback.
[i] Applies to subdivisions approved after March 30, 2005. For subdivisions approved prior to March 30, 2005, the Single Dwelling Unit Footprint is 950 square feet and minimum living space is 950 feet for all "R" zones. [126]

28-15-2(5) Garages, Accessory Buildings, Sheds, and Carports, as defined in this Title, incidental to any permitted use.

28-15-3(3) Garages, Accessory Buildings, Sheds, and Carports, as defined in this Title, approved during site plan review and incidental to an approved conditional use.

Table 15.4			NUMBER OF DWELLINGS					
MINIMUMS			1	2	3	4	5	6
Lot Area Square Feet			6,000	7,500	10,750	14,500	16,500	21,500
Lot Width			60	75	85	85	90	100
Yard Set-Backs [a]	Front		20	30	30	30	30	30
	Side, [d] (interior)	Dwelling	10	20	20	20	20	20
		Other Main Building	10	20	20	20	20	20
	Side, [d] (exterior)	Major Streets	30 feet					
		Other Streets	20 feet					
	Rear		25 feet					
	Garages, Accessory Buildings, Sheds, and Carports		Distances from the property lines will be evaluated during a site plan review as established in § 28-3-10. Distances outlined above, for a dwelling, and in the "R" Zones for the type of structure will be used as a guide. Consideration for reducing distances during site plan review will be based upon mitigation proposed to reduce impact upon adjacent properties.					
Building Height [169]	Minimum		1 story					
	Maximum		2 ½ story or 35 feet					
	Accessory Building		Minimum 12 feet, Maximum 20 feet, Maximum 1 story					
	Shed		Minimum 6 feet, Maximum 16 feet, Maximum 1 story					
Building Size [169]	Dwelling		850 square feet minimum except townhouses and other similar attached 2-story units may have a ground floor minimum of 550 square feet					
	Accessory Building		600 square feet maximum per unit.					

	Shed	200 square feet maximum individual structure per unit.

[a] Exception: Front setback from any Major Street shall be a minimum of 35 feet
[d] When an attached structure meeting the parking requirements of § 28-4 is not included with construction plans for a dwelling the side lot setback requirements shall be increased by 21-feet on one side of the dwelling.

TABLE 19.4 [61, 123] **PERFORMANCE ZONE USES**			DESIGN REVIEW	PERMITTED/ CONDITIONAL	GENERAL USE CATEGORY (SEC. 15)
1.000	**RESIDENTIAL**				
1.100	Single-Family Residences (see section 19.29)				
1.150	Immediate Family Dwelling Unit (see section 19.29)				
1.200	Two-Family Residences (see section 19.29)				
1.400	Miscellaneous, rooms for rent situations				
	1.410	Bed and Breakfast	DR	P	Commercial
	1.420	Tourist homes and other temporary residences renting by the day or week	DR	P	Commercial
	1.430	Hotels, motels, and similar business or institutions providing overnight accommodations	DR	P	Commercial
1.500	Temporary on site storage containers for emergency construction or repair of residences, with the following stipulations a. Must be placed on a Hard Surface b. Can only be present for 3 months out of a 12 month period			P	Footnote [a]
1.600	Home Business [179]			P	
1.700	Garage and Yard Sales [179]			P	
1.800	Garages, accessory buildings, sheds, and carports when associated with a residential use will be evaluated per Table 19.29.2				
23.000	Garages, accessory buildings, sheds, and carports when associated with a use that is not a residential use will be evaluated during the site plan review as established in § 28-3-10.				

Table 19.29.2 Development Standards					Conventional Subdivision	Performance Subdivision [a]
1.	Minimum Lot Frontage	Interior Width			65	None
		Corner Width			65	None
2.	Minimum Yard Setbacks (feet)	1.	Front	Main street	35	35
				Other street	20	20
		2.	Side	Interior lot	8/10	20

				Facing major street	35	35
				Facing other street	20	20
			Garages, accessory buildings, sheds, and carports		3 feet rated 5 feet non-rated	3 feet rated 5 feet non-rated
		3.	Rear	Main building	25	25
			Garages, accessory buildings, sheds, and carports		3 feet rated 5 feet non-rated	3 feet rated 5 feet non-rated
3.	Building Height	Minimum stories			1	1
		Maximum stories			2.5	3
		Maximum feet			35	35
		Garages, accessory buildings, sheds, and carports			6' minimum, 1 story max, ≤ to main building on lot	6' minimum, 1 story max, ≤ to main building on lot
4.	Building First Floor Area (sq. ft.)	Dwelling unit minimum			850	800
		Garages, accessory buildings, sheds, and carports			850	Evaluated during a site plan review as established in § 28-3-10.
5.	Impervious Surface Ratio	25% The impervious surface ratio is calculated based upon the impervious surface within any required side or rear yard minimum setback.				

[a] Applies to building rather than individual units

SECTION 2. Planning Commission Action. Reviewed in a public hearing the 3rd day of February 2015, by the Clinton City Planning Commission and recommended for approval (rejection) through a motion passed by a majority of the members of the Commission based upon the following findings.

- Proposed changes do affectively clarify the intent of the ordinance.
- Proposed changes do not adversely affect the effectiveness of the ordinance and are in line with the intent of the General Plan.

__January 2, 2015_____ _____
NOTICE PUBLISHED DAVE COOMBS
CHAIRMAN

SECTION 3. Severability. In the event that any provision of this Chapter is declared invalid for any reason, the remaining provisions shall remain in effect.

SECTION 4. Effective date. This ordinance shall be recorded and become effective upon the date of posting indicated below.

PASSED AND ORDERED RECORDED AND POSTED by the Council of Clinton City, Utah, this 10th day of February, 2015.

__January 2, 2015_____ _____
NOTICE PUBLISHED L. MITCH ADAMS
MAYOR

ATTEST:

_____
DENNIS W. CLUFF
CITY RECORDER

Posted: _____

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: Chlorination Station, Bid Award	**AGENDA ITEM: F**
PETITIONER: Public Works	**MEETING DATE:** February 10, 2015
RECOMMENDATION: Discuss the two bids and award appropriately.	**ROLL CALL VOTE:** **YES** **X NO**

FISCAL IMPACT:

BACKGROUND:
Attached is the information related to the construction bid, and equipment bids. In addition to these Rocky Mountain Power $3,000 and Telemetering $ 33,600 we want to use the same telemetering equipment we already have so a sole source approval is needed.

Total Cost $229,008 or $223,485

There will be a discussion related to the equipment choice, Waterford or Wetco. We only got two bids for these items.

ALTERNATIVE ACTIONS:

ATTACHMENTS:
Bid sheet and JUB letter of recommendation.

REFERENCED DOCUMENTS:

Bid Score				
Clinton City Corporation				
Chlorination System Project				
Project #55-14-084				
Bid Date: February 5, 2015 - 10:00 a.m.				
	Company Name	Bid Amount	Bid Bond	Addendums Rec'd
1	Grand Enterprizes	$204,708.00		
2	Whitaker Const.	174,990.00		
3	TEKKO	174,443.00		
4	Patriot Const.	158,965.00	*	
5	England Const.	167,577.50		
6	Counterpoint Const.	171,842.00		
7	Absolute Contractors	230,080.00		
8	Hills Const.	220,625.00		
9	Spindler Const.	220,500.00		
10				
11				
12				
13				

J-U-B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

MEMORANDUM

DATE: 4 February 2015

TO: Mike Child

CC: Lynn Vinzant, Bryce Wilcox

FROM: Brandon Nielsen

SUBJECT: Chlorination Equipment Evaluation

The Clinton City Chlorination System Project will provide the ability to augment the chlorine residual level in water from the city well and in the main 20" feed line in 1800 North. The chlorination equipment is a vital part to the project purpose.

It was determined that the City would directly purchase the key chlorination equipment during initial project development discussions with public works staff. Considerations in this decision included schedule, avoiding contractor markup on equipment, and the ability to have direction in the equipment selection.

Our office then entered discussions with Waterford Systems, a chlorine gas equipment supplier, as to the project background, purpose, available equipment, options and product applicability. Specific equipment and options were selected and quotes were received and revised.

Subsequent direction from the City indicated the desire to obtain a quote for similar products from at least one other supplier. A quote was obtained from a second supplier, Wetco. Waterford Systems was then given opportunity to revise their quote. Neither supplier was privy to the quote of the other.

Our office has conducted a review of the proposed equipment from each supplier. Both sets of equipment will serve the intended purpose. However, there are some notable differences in the equipment proposed (see accompanying spreadsheet).

We have previous experience with both chlorine equipment suppliers and their products. Some owners have standardized on one manufacturer, while another prefers the other equipment because of the local product representative.

The difference in cost between the two suppliers is $5,523, or 16% of the total cost of the equipment considered, due in part to variances in options selected.

a 466 North 900 West Kaysville, Utah 84037 p 801 547 0393 f 801 547 0397 w www.jub.com

Our recommendation is to use the equipment supplied by Waterford Systems. The basis for this recommendation includes:

1. While not a fault of Wetco's, Waterford Systems has been a party to more frequent and in-depth discussions regarding the project background, purpose, and available options.

2. The differences in proposed equipment and the importance of such equipment to fulfill the purposes of the project.

3. Feedback and track record of the equipment from other respected municipalities and districts.

Clinton City Corporation
Chlorination System Project
J-U-B Project No. 55-14-084

			Quote		Difference
			$33,443	$27,920	$5,523
			Waterford	Wetco	
Item	Description	Qty	Proposed Equipment	Proposed Equipment	Notes
1	Manual CL gas feed system (well)	1	Evoqua S10K with 5" 10 ppd rotameter	Regal 216 with 10 ppd rotameter	No rotameter size indicated for Regal equipment - standard size is likely 3"
2	Automatic CL gas feed system (transmission line) with compound loop control	1	Evoqua S10K with 5" 20 ppd rotameter	Regal 216 with 25 ppd rotameter	No rotameter size indicated for Regal equipment - standard size is likely approximatley 5"
3	Chlorine residual analyzer	2	Depolox 3+	Hach CL17	Depolox 3+ requires no reagents, Hach CL17 requires reagents (approximately monthly replacement)
4	Dual point chlroine gas detector with battery backup	2	Acutec 35	Regal 3002-E	Acutec 35 supplied with auto-test unit
5	Dual chlorine cylinder scale	2	Force Flow GR150-2	Scaletron 2350	Force Flow has 2 line LCD display. Scaletron is 1 line. Same warranty for both
6	Booster pump	2	Grundfos CR1-13	Grundfos (no model specificed)	Likely both sufficient for application

CLINTON CITY COUNCIL MINUTES
2267 North 1500 W
Clinton UT 84015

MAYOR
L. Mitch Adams

CITY COUNCIL
Councilmember Anna Stanton
Councilmember Mike Petersen
Councilmember Karen Peterson
Councilmember Barbara Patterson

Clinton City Council	**January 27, 2015**	**Call to Order: 7:00 P.M.**
Staff Present	City Manager Dennis Cluff, Community Development Director Lynn Vinzant, Public Works Director Mike Child, Treasurer Carla Parsons, Recreation Director Bruce Logan, Finance Specialist Steve Hubbard and Lisa Titensor recorded the minutes.	
Citizens Present	Bev Lambdin, Fred Foerster, Justin Gort	
Pledge of Allegiance	Councilmember M. Petersen	
Prayer or Thought	Justin Gort	
Roll Call & Attendance/ Excused Were:	Mayor Adams identified that Councilmember Mitchell has resigned effective as of January 27, 2015.	
A. DEPARTMENT HEAD OF THE 4TH QTR OF 2014 – CARLA PARSONS		
Petitioner	Dennis Cluff	
Discussion	Mr. Cluff stated that Carla Parsons is the Department Head of the fourth quarter for 2014. She has been working for Clinton City over 26 ½ years since June 1988. She originally began as an Accounts Payable Clerk and in May 2001 was appointed as the City Treasurer. Carla continues to serve as the City's Treasurer and department head over our accounting/utility billing processes. This includes: reception duties and receiving monies to the City; utility billing; accounts receivable and payable; payroll and benefits oversight; and, oversight of the City's funds situated in the banks. She is another of our highly functional but overworked employees. She provides excellent service to the public, is responsive to work requirements and issues, and provides great leadership for her City department. Carla also deals with many of our Human Resource functions. She advises employees on medical benefits, oversees the workman's compensation program and assists in other Personnel related issues. Carla is a key player on the City's management and operations team. She is a valuable asset to the City. Her strong work ethic and pleasant personality provide a great example to her departmental and other City employees. Ms. Parsons expressed appreciation for the nice words of Mr. Cluff. She said she appreciates her staff and co-workers and enjoys working for Clinton City. Mayor Adams expressed appreciation for Ms. Parsons's good work, positive attitude and pleasant personality. He presented her with a gift card and award in recognition. Councilmember K. Peterson said she appreciates Ms. Parsons as well and has heard many good things about her through out the County.	
B. APPOINTMENT to the Clinton City Parks Advisory Board – Justin Gort		
Petitioner	Mayor Adams	
Discussion	Mayor Adams asked the City Council to ratify his appointment of Justin Gort to the Clinton City Parks Advisory Board.	
CONCLUSION	Councilmember K. Peterson moved to ratify the Mayor's appointment of Justin Gort to the Clinton City Parks Advisory Board. Councilmember Patterson seconded the motion. All voted in favor of the motion.	

DRAFT

C. *RESOLUTION 01-15*, AMENDING THE INTERLOCAL AGREEMENT FOR DAVIS COUNTY ANIMAL CONTROL SERVICES FOR 2015	
Petitioner	Dennis Cluff
Discussion	Mr. Cluff explained that Clinton City has a continuing 5-year (2013-2017) Interlocal Agreement with Davis County for Animal Control & Care Services which is annually amended to reflect the charges for the current calendar year. From year to year these fees will vary based on the average number of calls over the previous three years and whatever cost increases are funded by the Animal Control Services. The fees for 2015 are as follows: The Cities' Portion of Animal Care and Control's 2015 Budget $584,133.12 2013 and 2014 Average for Davis County's Total Billable Calls 12,403 2013 and 2014 Average for the City's Billable Calls 951.5 The City's 2014 Usage Rate .672% The City's Payment Obligation to the County for Calendar Year 2015 **$44,814.69**
CONCLUSION	**Councilmember Patterson moved to adopt Resolution 01-15, amending the Inter-local Agreement with Davis County for Animal Control Services to $44,815 for animal control services and $1,030 for wildlife control services, for a total of $45,845 for the year 2015.. Councilmember Stanton seconded the motion. All that were present voted in favor of the motion.**
D. 7:00 PM PUBLIC HEARING – RESOLUTION 02-15 AMENDING THE FY 2014-15 BUDGET	
Petitioner	Dennis Cluff
	Mr. Cluff explained that the following amendments are being proposed for the 2014-15 budget; the General Fund has a few small increases added which were identified by the audit as a pass through to other funds, and one added cost of $21,613 for new phone servers and upgraded programs. An increase of $12,267 in the Class "C" road funds is transferred to the Special Street Projects (fund #37) for road improvements. The Water Enterprise Fund Balance in the amounts of $11,270 and $264,000 is being tapped for the Chlorine Injectors (2) and Chlorination system, respectively. Additional carry-overs of $13,610 and $2,042 are added to the Park Construction and Memorial Rock funds, respectively. To assist in the accounting of the varied 3000 West Projects, we are setting up a special fund (#45) to account for these monies. In so doing, we are initializing a transfer from the #37 Special Street Projects fund of all the funds that have been reimbursed to the City through the UDOT budgeting system to this point. All future matching payment and reimbursements will go through this new 3000 W. Projects fund. The total transfer is $428,143, most of which has come in this fiscal year as shown in the budget amendments for the #37 Special Street/Roadway Projects. Lastly, there is an audit carryover adjustment to the RDA budget which has been addressed in the RDA meeting.

DRAFT

COUNCIL BUDGET AMENDMENTS-Jan 27, 2015

Item	Dept	Description	Increase	Decrease	Balance	Comments
GENERAL FUND REVENUES						
10-3850	Revenue	Class "C" Surplus	**12267**		32267	Added revenue from audit
10-3960	Revenue	Sundry	**2022**		70782	Added revenue
10-3870	Revenue	Gen Fund Surplus	**21613**		21613	new phone servers & update programs
		GF Revenue TOTAL	**35902**			
GENERAL FUND EXPENSES						
10-5126	City Blg	Equip Supplies & Maint	**21613**		62473	new phone servers & update programs
10-5523	Fire	Meeting and Training	**850**		7715	Reimbursement for travel expenses with new ambulance
10-6023	Pub Wks	Meeting and Training	**1172**		2822	Revenue from collected metal sales
10-6181	Streets	Trans to Spec St Project #37	**12267**		84415	extra revenue from audit
		GF Expense TOTAL	**35902**			
WATER FUND-REVENUE						
51-3720	Water	Fund Balance	**275270**		298530	to cover added purchases
		TOTAL				
WATER FUND-EXPENSE						
514073	Water	Improvements	**264000**		279600	construction of chlorinator system
51-4074	Water	Equipment	**11270**		46270	purchase of 2 chlorine injectors
		TOTAL	**275270**			
PARK CONSTRUCTION PROJECTS						
34-3312	Park Const	Memorial Reserve (Carryover)	**2042**		7082	Memorial Rock Fund
34-3720	Park Const	Fund Balance	**13610**		168040	Added "audit" revenue
		TOTAL	**15652**			
PARK CONSTRUCTION PROJECTS						
34-4073	Park Const	Improvements	**13610**		239155	Added "audit" revenue
34-4078	Park Const	Memorial Rock Project	**2042**		9937	Added "audit" revenue
		TOTAL	**15652**			
SPECIAL STREET/ROADWAY PROJECTS						
37-3671	Str Projects	Trans from Class "C"	**12267**		84415	Added revenue from audit
37-3790	Str Projects	Reimbursement	**361095**		361095	Reimbursements for 3000 W Project
		TOTAL	**373362**			
SPECIAL STREET/ROADWAY PROJECTS						
37-4073	Str Projects	Improvements		**67048**	565704	Reduction in line item due to transfer to 3000 W. fund
37-4080	Str Projects	Trans to 3000 W project fund	**428143**	**0**	428143	Transfer to new 3000 W Project Fund, #45-3371
		TOTAL	**428143**	**67048**		
3000 WEST PROJECT FUND						
45-3371	3000 West	Trans from #37 Str Projects Fund	**428143**		428143	Initial transfer of 3000 W. funds
		TOTAL	**428143**			
3000 WEST PROJECT FUND						
45-4073	Str Projects	Improvements	**428143**		428143	New 3000 W. Projects
		TOTAL	**428143**			
REDEVELOPMENT AGENCY (RDA)						
40-3720	RDA	Fund Balance	**4283**		267908	Additional carryover from audit info
		TOTAL	**4283**			
REDEVELOPMENT AGENCY (RDA)						
40-4073	RDA	Improvements	**4283**		323420	Additional expense available
		TOTAL	**4283**			

Mr. Cluff explained that the chlorination system if purchased will be added to the existing pump station at 550 W 1800 N. It will chlorinate the well water as well as go into the system. Purchasing the chlorination system will impact the reserve Water Fund. It may be necessary to postpone the new well and reservoir project for a few years. The City owns the land and there is enough money to start the well project, but not install the reservoir.

Public Works Director Mike Child explained he feels this is a necessary expense. The chlorine residual level is so low in the water being purchased from Weber Basin that it is not a good idea to run the well and dilute those levels even further. He would like to see the chlorine added directly to the well with this system as well as add chlorine to the water being purchased from Weber Basin.

He clarified there is a requirement of a maximum chlorine residual byproduct level that Clinton City will test for and comply with.

He also clarified that the cost for the chlorine injectors includes some modifications and improvements to the existing building to accommodate the

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	chlorinators. This system should cover the City on the existing well site through build out. Well site #2 will require its own chlorination system. The project is still in the bid process and the Purchasing Policy will be adhered to; different aspects of the project will be completed by the City and some will be contracted out. Councilmember M. Petersen asked if this is an absolute necessity this fiscal year. Mr. Child responded that under the current contract with Weber Basin, if the City did not pump water from our well, we would exceed the amount we have contracted for and have to purchase the additional water needed from Weber Basin at a much higher rate. If we exceed the contract and purchase additional water for two years in a row, we would need to increase the contracted water amount and purchase the additional acre feet long term, which is very expensive. Councilmember Petersen then asked if there are pipes in the City that may need replacement. Mr. Child replied that the pipes and reservoirs are in good shape. The City does due diligence in evaluation and maintenance. Major repairs have already been or are being addressed in the Water Master Plan. Mayor Adams explained that eventually the current rate structure will need to be evaluated to meet the demands of improvements needed in the future. Good clean safe, available water is a necessity. Mr. Cluff explained purchasing a secondary water source is a safety measure in the event that the main line from Weber Basin is disrupted. Having two sources of water may be life saving. Councilmember K. Peterson asked how the budget can be transparent to the public to show that the funds from the tax increase are used for street projects. Mr. Cluff clarified that the funds will go into the General Fund and then be transferred into the Street Projects Fund. There is a line item that identifies there is a tax increment to account #37, the Street Projects Fund. The Council asked Mr. Cluff to add a multiplier of 7 points to the line item to help future Councils to know those funds are dedicated to street projects. Mayor Adams opened the public hearing at 8:12 p.m. and asked for public comment; there was none, therefore he closed the public hearing at 8:13 p.m.
CONCLUSION	**Councilmember K. Peterson moved to adopt Resolution 02-15, amending the City budget for all city funds for FY 2014-15 identifying her concern for the high cost of the purchase of the chlorinators and the potential of pushing the well no. 2 project back, because water is such an essential service. Councilmember M. Petersen seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember M. Petersen, aye; Councilmember K. Peterson, aye; Councilmember Stanton, aye.**
E. ORDINANCE 15-01 – AMENDING THE TELECOMMUNICATIONS RIGHTS-OF-WAY	
Petitioner	Dennis Cluff
Discussion	Mr. Cluff explained that the Telecommunication Rights Of Way Ordinance was passed in October 2014. Since then staff has evaluated the ordinance and feels it would add clarity if the definition was changed to: "Rights of Way means the surface of and the space above and below any public street, public utility easement, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the City."
CONCLUSION	**Councilmember M. Petersen moved to adopt Ordinance 15-01 amending**

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	Title 29-2-1(20) to read: "Rights of Way means the surface of and the space above and below any public street, public utility easement, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the City." Councilmember Stanton seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember M. Petersen, aye; Councilmember K. Peterson, aye; Councilmember Stanton, aye.
F. RESOLUTION 03-15, RESOLUTION OF SUPPORT FOR TRANSPORTATION FUNDING FROM THE 2015 LEGISLATURE	
Petitioner	Mayor Adams
Discussion	Mr. Cluff explained the Utah League of Cities and Towns has provided a model and requested each City to pass a resolution in support of transportation funding. There is a bill before the 2015 Legislature to address the need. The Council discussed the ordinance and agreed to the following: **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLINTON, UTAH, ENCOURAGING THE STATE OF UTAH TO ADDRESS LOCAL TRANSPORTATION FUNDING.** WHEREAS, **a safe and efficient transportation system creates the foundation for economic growth and improved quality of life; and** WHEREAS, **the creation and maintenance of transportation infrastructure is a core responsibility of State and local government; and** WHEREAS, **Utah's population is expected to grow by 1 million residents by 2040; and** WHEREAS, **research from the Utah Department of Transportation indicates that road maintenance efforts save cities from road rehabilitation that costs six times as much as maintenance, and saves cities from road reconstruction that costs ten times as much as maintenance, and** WHEREAS, **investing in transportation results in tremendous economic development returns for both municipalities and the state; and** WHEREAS, **the current motor fuel tax of 24.5 cents and 1% local option sales tax are insufficient to satisfy current and future transportation needs; and** THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CLINTON, UTAH: **SECTION 1. Transportation Funding**. The City Council supports proposals which meet local transportation needs and provide for future growth. The City supports studying a transportation funding option which would allow for the statewide implementation of a quarter cent ($0.0025) local options sales tax to be used for local transportation. The City also supports studying motor fuel taxes, "B and C" road funding, and other transportation funding options. Motor fuel taxes are not equitably borne by road users with the advent of higher MPG vehicles, electric and hybrid vehicles, and other fuel-saving technologies. Additionally, since the motor fuel tax has not been adjusted since 1997 and is not indexed, the current purchasing power is inadequate. The City requests the Utah Legislature to carefully examine all funding options. **SECTION 2. Transportation Options.** The City supports the expansion of the uses for which transportation funding can be spent to reflect the individual needs and discretion of local governments. The City supports additional funding mechanisms that will result in expanded local transportation infrastructure. **SECTION 3. Coordinating Efforts.** The City encourages State elected officials, the Utah Transportation Coalition, and the Utah League of Cities and Towns to work with city staff in this effort to establish additional needed local transportation funding. **SECTION 4. Distribution of this Resolution**. A copy of this resolution

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	shall be sent to the Governor, the President of the Utah State Senate, the Speaker of the Utah House of Representatives, the municipality's State Senators and State House Representatives, and the Executive Director of the Utah League of Cities and Towns. **SECTION 5.** **Effective Date.** This Resolution shall become effective upon passage. **APPROVED BY THE CITY COUNCIL OF THE CITY OF CLINTON, UTAH, ON THIS 27TH DAY OF JANUARY, 2015.** Mayor: _____ Attest: _____ Mayor L. Mitch Adams Dennis W. Cluff City Recorder
CONCLUSION	**Councilmember M. Petersen moved to ratify the Mayors 2015 City Council Assignments. Councilmember Patterson seconded the motion. All voted in favor of the motion.**
G. TO BE TABLED – ORDINANCE 15-01Z, REVIEW AND ACTION UPON A RECOMMENDATION FROM THE PLANNING COMMISSION CONCERNING CHANGE TO THE CLINTON CITY ZONING ORDINANCE; § 28-2 DEFINITIONS DEALING WITH GARAGES, ACCESSORY BUILDINGS, CARPORTS, AND SHEDS; § 28-3-25 GARAGES, ACCESSORY BUILDINGS, SHEDS, CARPORTS; § 28-12 THRU 28-15, AND 28-19 SUBSECTIONS DEALING WITH GARAGES, ACCESSORY BUILDINGS, SHEDS, AND CARPORTS.	
Petitioner	Community Development
Discussion	Mr. Vinzant reported that Planning Commission tabled action on this item after giving direction to staff for changes that could not be accomplished during the meeting. Mayor Adams opened the public hearing at 8:41 p.m. The public hearing will remain open.
CONCLUSION	**Councilmember M. Petersen moved to table the action to the February 10, 2015 City Council Meeting. Councilmember Patterson seconded the motion. All those present voted in favor of the motion.**
Approval of Minutes	**Councilmember Patterson moved to adopt the January 13, 2015 Clinton City Council Minutes as amended moving the comment by Councilmember K. Peterson regarding agenda item G amending the consolidated fee schedule to the end of the discussion for clarification. Councilmember Stanton seconded the motion. All those present voted in favor of the minutes.**
Accounts Payable	**Councilmember Stanton moved to pay the bills as presented. Councilmember K. Peterson seconded the motion. All those present voted in favor of the motion.**
Planning Commission Report	Mr. Vinzant reported on the January 20, 2015 Clinton City Planning Commission Meeting as recorded in the minutes.
City Manager	• Nothing at this time.
Mayor	• Asked Councilmember M. Petersen to represent Clinton City at the HAFB RAB meeting on Thursday, January 29 at 6 p.m.
Councilmember Patterson	• Nothing at this time.
Councilmember K. Peterson	• Asked the Council to consider a Community Needs Assessment to evaluate the Arts Board Committee and Community Enhancement activities and participation.
Councilmember M. Petersen	• Has an Eagle Court of Honor coming up.
Councilmember Mitchell	• Resigned.
Councilmember Stanton	• Pipe
Lynn Vinzant	Mr. Vinzant reported on current projects and identified that road closures will be taking place February 4th to the 20th.
Mike Child	The Cemetery Ordinance will be coming before the City Council in the near future. It may be necessary to change the policy for the garden plots.

Public Comment	Fred Forester stated he would like to thank the Council for being fiscally responsibility.
ADJOURNMENT	**Councilmember Stanton moved to adjourn. Councilmember Patterson seconded the motion. All those present voted in favor. The meeting adjourned at 9:26 p.m.**

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