CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
May 26, 2026 - WORK MEETING

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

55 South State Street
Third Floor
Clearfield, Utah

6:00 P.M. WORK MEETING

Discussion of a Telecommunications Franchise Agreement with Connext Network, LLC

Discussion of Neighborhood Art/Improvements

Discussion on Public Meetings, Social Media, & the First Amendment

Discussion on Zoning Code Amendments - Compliance with State Residential Design and Parking Requirements

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

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

Posted May 21, 2026.

/s/Chersty Titensor, Deputy City Recorder

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

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

CLEARFIELD
UTAH'S MILITARY CITY

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Amy Jones, Deputy City Attorney
Adam Favero, Public Works Director

MEETING DATE: May 26, 2026

SUBJECT: Telecommunications Franchise Agreement with Connext Network, LLC

RECOMMENDED ACTION

Staff recommends the approval of the attached proposed Telecommunications Franchise Agreement with Connext Networks LLC.

DESCRIPTION / BACKGROUND

I. BACKGROUND

A. Franchise Agreements: A franchise agreement is a contract between the City and a company to allow the company to use the public rights-of-way to deliver their service or product. Franchise agreements are common with companies that provide products and services such as natural gas, telephone, internet, and cable television. The companies pay for the use of the rights-of-way by charging the consumer for a product or service delivered.

B. Telecommunications Act: Congress passed the Telecommunications Act of 1996 with the primary intent to benefit the public by attempting to allow anyone to enter the communications business and compete in the market. As part of the Act, local governments are allowed to manage their rights-of-way and require fair and reasonable compensation from telecommunications providers that use a city's rights-of-way. However, the Act and subsequent caselaw is clear the must be "competitively neutral and nondiscriminatory in allowing telecommunications providers to use the city's right-of-way."

II. ANALYSIS

Connext wishes to provide services in Clearfield City under the terms of a new franchise agreement. The proposed new franchise agreement confers on Connext the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the city's rights-of-way.

Clearfield City Municipal Code § 8-6-1 et. seq., Telecommunications Use of Rights of Way, provides the City with direction regarding the intent, applicability, and the requirements of a franchise agreement for telecommunications services. Members of the city's management, legal department, public works, and other city staff reviewed, negotiated, and had input on the attached proposed franchise agreement.

A. Proposed Telecommunication Franchise Agreement: The general elements of this franchise agreement are typical to those used throughout the state and allows the provider to use the public rights-of-way to deliver their service or product. As stated previously, for good or bad, both federal and state laws severely limit the ability for either party to be creative or make demands of each other.

B. Insurance and Indemnification: The proposed franchise agreement requires the provider to maintain in full force and effect at all times of the agreement a comprehensive general liability insurance policy, including underground damage coverage protecting the city against liability for loss of bodily injury and property damage (10 million). Additionally, the proposed franchise agreement indemnifies the city from all possible causes of action arising from the negligent acts or omissions of the provider.

C. Term of Proposed Telecommunication Franchise Agreement: The term of the proposed franchise agreement is 15 years (excluding certain uncured breaches). The agreement allows for 2 additional five-year terms at the Franchisee's option. The proposed franchise agreement provides the City the ability to terminate early for the listed reasons including failure to comply with the ROW Ordinance. The agreement may be modified by written agreement between the parties.

CORRESPONDING POLICY PRIORITIES

- Providing Quality Municipal Services

FISCAL IMPACT

Neutral: The proposed franchise agreement is not anticipated to increase or decrease the overall telecommunication taxes received by the city. The following reflects the accumulative revenues the city receives for all telecommunications taxes at a rate of 3.5% (not just Connext):

FY 2027 Revenue Tentative Budget

	FY24 Actuals	FY25 Actuals	FY26 Budget	FY27 Budget	Change '26 to '27
General Fund | 10					
Taxes					
314004 Muni Telecom License Tax	126,236	128,990	129,000	131,000	2,000

ALTERNATIVES

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

a. Approve franchise agreement as currently proposed.

b. Direct staff to negotiate for specific edits or terms to the proposed franchise agreement and return to Council for further discussion at a future work or policy session. *

c. Not approve the proposed franchise agreement.*

* As referenced above, these contracts do not allow for the city to approach negotiation like it would in many other circumstances based on the federal and state laws that support the existence and ongoing need to provide such services in a consistent manner beyond the territorial jurisdiction of the city.

SCHEDULE / TIME CONSTRAINTS

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

LIST OF ATTACHMENTS

- Attachment A: Proposed Telecommunications Franchise Agreement with Connext Networks LLC
- Attachment B: Resolution for Telecommunications Franchise Agreement with Connext Networks LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between the Clearfield City, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, and Connext Networks LLC (hereinafter "FRANCHISEE"), a Limited Liability Company with its principal offices at 1877 W 2800 S, Ogden, Utah 84401. CITY and FRANCHISEE may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the FRANCHISEE desires to provide telecommunications 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 8, Chapter 6 of the Clearfield City Code, Telecommunications Use-of-Rights-of-Way Ordinance ("ROW Ordinance"), incorporated by reference; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to allow the FRANCHISEE a nonexclusive franchise to operate a 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 FRANCHISEE agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ROW ORDINANCE.

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

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

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

1.4 **Franchise Description.** The Agreement provided hereby shall confer upon the FRANCHISEE 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 FRANCHISEE the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the FRANCHISEE'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 FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the ROW Ordinance.

1.6 **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.

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

ARTICLE 2. FRANCHISE FEE.

2.1 **Franchise Fee.** For the Franchise granted herein, the FRANCHISEE shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to10-1-410) and City ordinances. 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 that FRANCHISEE shall receive terms, fees, and treatment no less favorable than those provided to any other similarly situated franchisee, whether existing or future.

ARTICLE 3. TERM AND RENEWAL.

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

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

ARTICLE 4. POLICE POWERS.

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

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 **Meet to Confer.** The FRANCHISEE and the CITY recognize that many aspects of the 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 FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

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

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

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

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

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

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

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

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

6.3 **Remedies at Law.** In the event the FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the FRANCHISEE, whichever the case may be, shall have 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 FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 7. PARTIES' DESIGNEES.

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

7.2 **FRANCHISEE Designee and Address.** The FRANCHISEE's designated agent, officer or representative or designee(s) shall serve as the FRANCHISEE's representative regarding administration of this Agreement. Unless otherwise specified herein or in the ROW Ordinance, all notices from the CITY to the FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE's headquarter offices at 1877 W 2800 S, Ogden, Utah 84401, and such other office as the FRANCHISEE may designate by written notice to the CITY.

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

ARTICLE 8. INSURANCE AND INDEMNIFICATION

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

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

ARTICLE 9. INSTALLATION

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

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

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

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

ARTICLE 10. CONSTRUCTION AND TECHNICAL REQUIREMENTS

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

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

ARTICLE 11. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

SIGNED AND ENTERED INTO this _____ day of __________, 2026

"CITY"
CLEARFIELD CITY

By:______________________________ Date:_________________
Mark Shepherd, Mayor

ATTEST:

____
City Recorder

APPROVED AS TO FORM:

____
City Attorney

"FRANCHISEE"

By:____________________________________
, Chief Executive Officer

CORPORATE ACKNOWLEDGMENT

STATE OF __________________)
:ss.
COUNTY OF ________________)

On the ____ day of _______________________, 2026 personally appeared before me David Brown, who being by me duly sworn did say that he is the Chief Executive Officer of Connext 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:________________

CLEARFIELD CITY RESOLUTION 2026R-10

A RESOLUTION OF THE CLEARFIELD CITY COUNCIL AUTHORIZING THE EXECUTION BY THE MAYOR OF A FRANCHISE AGREEMENT BETWEEN CLEARFIELD CITY AND CONNEXT NETWORKS LLC

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

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

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

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

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

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF CLEARFIELD CITY, STATE OF UTAH, THIS ___ DAY OF ________ 2026.

ATTEST

CLEARFIELD CITY CORPORATION

____
Nancy R. Dean, City Recorder

____
Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

NOT PRESENT:

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Shaundra Rushton, Communications Manager

MEETING DATE: May 26, 2026

SUBJECT: Discussion about Neighborhood Art/Improvements

<u>RECOMMENDED ACTION</u>

To give staff guidance on the topic.

<u>DESCRIPTION / BACKGROUND</u>

At the January retreat, the City Council discussed the importance of focusing time and beautification in the neighborhoods. The art installations that have been done have focused on the downtown corridor. During the retreat in January the council discussed a desire to "get into the neighborhoods." Staff sees this approach to neighborhood art and improvements as a passion and is seeking more specific direction from the Council.

Staff is seeking the council's direction about possible art or other beautification projects in the neighborhoods. Staff is hoping that by answering the following questions it will provide the guidance needed as staff work on the project:

- **Is the council envisioning neighborhood art OR other beautification projects?**
    - Art (murals, painting utility boxes, dyed concrete, painting light poles, mini statues of cats, etc.)
    - Project (hire contractors to fix broken fences, provide property enhancements, improve pocket parks, blitz a neighborhood with clean up, etc.)
- **How does council define if the project is in a "neighborhood" or not?**
    - Does inside a park count? Trails? Trail tunnels? Skate park? Pocket park?
- **What level of resident involvement does council envision?**
    - Do we facilitate an opportunity and residents help? Or, do we do the work on their behalf?

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

FISCAL IMPACT

The money would come from the CDRA budget and the Council Initiatives budget.

ALTERNATIVES

- The council could choose to highlight the work staff already does in the neighborhoods instead of facilitating new neighborhood beautification projects.
- The council could choose to spend CDRA and council initiatives money on other items, like downtown murals, additional street lighting, enhancing parks, etc.

CLEARFIELD
UTAH'S MILITARY CITY

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Shaundra Rushton, Communications Manager

MEETING DATE: May 26, 2026

SUBJECT: Public Meetings, Social Media, & the First Amendment

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RECOMMENDED ACTION

No action is being requested. This item is on the agenda to provide information and training for the council on first amendment best practices during public meetings and on social media.

DESCRIPTION / BACKGROUND

The communications manager has been focused on making sure the city's social media pages follow first amendment court rulings to mitigate and reduce the potential for lawsuits. After being hired, the social media manager recognized the city needed a social media policy to identify what activities are allowed by the public and the organization online. In contrast, a policy would also provide which activities are not permissible. The Communications Manager worked on creating one and realized there was a need for additional information and training on this topic. This training aims to provide the most important information to council on best practices for public meetings and social media activities.

The training will cover freedom of speech in limited public forums, restrictions governments can place on public meetings and social media activities, viewpoint neutrality, and best practices. The Courts have ruled that "not knowing" or "ignorance" of violating someone's first amendment rights does not protect you, the organization, and those engaged in social media activities. Courts have also ruled that "qualified immunity" will not always protect the council and the city if someone's first amendment rights are violated while acting in their role.

Viewpoint neutrality is the key to making sure any first amendment restrictions placed in a limited public forum do not violate first amendment rights.

CORRESPONDING POLICY PRIORITIES

- Maintaining a Highly Motivated and Well-Trained Workforce

  This training is an important step to provide council with pertinent information on best practices for public meetings and social media activities.

LIST OF ATTACHMENTS

- Recommended reading list to learn more
- A list that clearly defines what comments may be restricted on government social media pages

SOCIAL MEDIA & FIRST AMENDMENT REFERENCE LIST

LIMITED PUBLIC FORUM

Lindke v. Freed, 601 U.S. (2024)

O'Connor-Ratcliff v. Garnier, 601 U.S. (2024)

Garnier v. O'Connor-Ratcliff, 41 F.4th 1158 (9th Cir. 2022)

Swanson v. Griffin, 2022 WL 570079 (10th Cir. 2022)

Felts v. Green, 91 F.4th 938 (8th Cir. 2024)

Scarborough v. Frederick Cnty. Sch. Bd., 517 F. Supp. 3d 569 (W.D. Va. 2021)

Charudattan v. Darnell, No. 20-10519 (11th Cir. 2020)

Tanner v. Ziegenhorn, 4:17-cv-780-DPM (E.D. Ark. 2019)

Knight 1st Amendment Institute v. Trump, 928 F.3d 226 (2nd Cir. 2019)

Davison v. Randall, 912 F.3d 666 (4th Cir. 2019)

Robinson v. Hunt Cnty.,Tex. 921 F.3d 440 (5th Cir. 2019)

Perry Education Association v. Perry Local Educators' Association, 460 U.S. 37 (1983)

Gilley v. Stabin, No. 3:2022cv01181 (D. Or. 2024)

Bruce Gilley v. Tova Stabin, et al, No. 23-35097 (9th Cir. 2024)

Cooper-Keel v. State of Michigan et al, No. 1:2022cv00189 (W.D. Mich. 2023)

Miller v. Goggin, Civil Action, No. 22-3329-KSM (E.D. Pa. 2023)

VIEWPOINT DISCRIMINATION

Honeyfund.com Inc. v. Governor of Florida, No. 22-13135 (11th Cir. Mar. 4, 2024)

Leighty v. Spokane County et al., No. 2:24-cv-00165 (E.D. Wash. 2024)

Rodriguez v. Dull et al., No. 2:25-cv-00408 (E.D. Va. 2025/2026)

OFFENSIVE or HATE SPEECH

Ison v. Madison Local Sch. Dist. Bd. of Educ., 3 F.4th 887 (6th Cir. 2021)

Iancu v. Brunetti, No. 18–302, 588 U.S. (2019)

Matal v. Tam, 582 U.S. 218 (2017)

Snyder v. Phelps, 562 U.S. 443 (2011)

Texas v. Johnson, 491 U.S. 397 (1989)

Com. v. Bliesath, J, 1491 MDA (2021)

OBSCENITY or PROFANITY

Miller v. California, 413 U.S. 15 (1973)

Cohen v. California, 403 U.S. 15 (1971)

CRITICISM OF PUBLIC EMPLOYEES

Marshall v. Amuso, 571 F. Supp. 3d 412 (E.D. Pa. 2021)

Chicago Police Dept. v. Mosley, 408 U.S. 92 (1972)

Murphy et al. v. Town of Greece et al., No. 6:2025-cv-06041 (W.D.N.Y. 2025)

MISINFORMATION

Susan B. Anthony List v. Driehaus, 573 U.S. 149 (2014)

United States v. Alvarez, 567 U.S. 709 (2012)THREATS

Watts v. United States, 394 U.S. 705 (1969)

OFF TOPIC COMMENTS

Krasno v. Mnookin, WL 2180825 (7th Cir. Aug. 1, 2025)

People for the Ethical Treatment of Animals v. Tabak, No. 23-5110 (D.C. Cir. 2024)

ABUSIVE

Moms for Liberty - Brevard County. v. Brevard Public Schools, No. 23-10656 (11th Cir. Oct. 8, 2024).

Training Document:

Content that can be prohibited on government social media pages

Prohibited Content. Relevant First Amendment caselaw permits us to hide or delete certain comments on our social media accounts. The following comments may be hidden or deleted:

a. Comments directly advocating violence or illegal activity.

b. Comments containing direct criminal threats as defined by local, state, or federal law.

c. Comments containing obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value.

d. Comments that directly promote or advocate for our organization to illegally discriminate based on race, age, religion, gender, national origin, disability, sexual orientation, veteran status, or any other legally protected class if such comments violate local, state, or federal law.

e. Comments containing links to malware and/or malicious content that affects the normal functioning of a computer system, server, app, or browser.

f. Duplicate comments posted repeatedly within a short period of time.

g. Comments containing actual defamation against a person, either as determined by a court or comments that are patently defamatory by easily discovered facts. When a public figure is the target, the poster must act with actual malice for the comment to be defamatory.

h. Comments that contain images or other content that violate the intellectual property or copyright rights of someone else, if the owner of that property notifies us that the property was included in a comment on our social media account(s).

i. Comments that contain a hyperlink to any website other than those we control. This will be done without regard to the viewpoint of the comment containing such a link or the content of the site to which the link redirects.

CLEARFIELD
UTAH'S MILITARY CITY

STAFF REPORT

TO:	Mayor Shepherd and City Council Members
FROM:	Tyson Stoddard, Planner
MEETING DATE:	May 26, 2026
SUBJECT:	Zoning Code Amendments- Compliance with State Residential Design and Parking Requirements

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RECOMMENDED ACTION

Discuss the proposed zoning text amendments related to compliance with state law and provide feedback or direction to staff as appropriate.

DESCRIPTION / BACKGROUND

Recent amendments to Utah law, specifically Utah Code Section 10-20-618, place limitations on the authority of municipalities to regulate certain aspects of residential development. The statute prohibits cities from imposing requirements related to specific "building design elements" for one and two-family dwellings, including minimum square footage above 1,000 square feet, minimum building dimensions, interior layout, number of rooms, and various architectural features. The statute further restricts municipal authority over certain residential parking standards, including parking stall dimensions and garage size requirements, subject to limited exceptions.

The City's existing zoning and development regulations include standards related to minimum dwelling size, garage requirements, and parking stall dimensions that were adopted prior to the enactment of these state statutory provisions. While many of these standards remain consistent with local planning objectives, there are portions of the existing code that may conflict with or be preempted by state law as currently written.

Specifically, provisions establishing minimum finished floor area requirements above 1,000 square feet for one and two-family dwellings, as well as certain dimensional standards for garages and parking spaces, require review and modification to ensure compliance with state statute. Additional refinements are also necessary to ensure that residential parking and garage regulations are aligned with state limitations on municipal authority, particularly as they relate to townhomes.

The proposed amendments to the City's zoning code are intended to resolve these conflicts by removing or revising standards that regulate certain building design elements and by aligning local parking and garage regulations with state requirements. The updates preserve the City's ability to regulate land use intensity, site design, and multifamily development standards where permitted by law, while ensuring that regulations affecting one and two-family dwellings remain within the scope of municipal authority as defined by state statute.

Adoption of these amendments will reduce legal vulnerability, improve regulatory clarity for applicants and staff, and ensure continued compliance with state requirements while maintaining essential development standards.

CORRESPONDING POLICY PRIORITIES

- Providing Quality Municipal Services

Ensuring zoning codes are up to date and in compliance with state statutes contributes to the City's ability to administer and apply its code, reducing litigation and enforcement risk and maintaining clarity for both staff and applicants.

HEDGEHOG SCORE

Not considered

FISCAL IMPACT

None anticipated.

ALTERNATIVES

1. Maintain Existing Code: Take no action.
2. Targeted Compliance: Amend only those sections and portions necessary to comply with state law.
3. Comprehensive Update: Undertake a broader update that includes reviewing multi-family and single-family distinctions, defining townhomes, and considers larger policy questions such as attached two-car garage requirements.

SCHEDULE / TIME CONSTRAINTS

Once initiated, the zoning text amendments would include public hearings, a recommendation from the Planning Commission, and a final decision from the City Council. Staff anticipates adoption of the amendments in the summer or fall of 2026.

LIST OF ATTACHMENTS

- Proposed Residential Design and Parking Space Amendments

Building Design Elements & Parking Spaces Amendments

11-14-2: GENERAL REQUIREMENTS:

A. Adequate Provisions Required: There shall be provided at the time of erection of any main building or at the time any main building is enlarged or increased in capacity or converted to a new use, minimum off street parking space with adequate provision for ingress and egress by standard size automobiles in accordance with the requirements herein.

B. Size: For the purpose of this chapter, one uncovered parking space shall be assumed to be one hundred eighty (180) square feet (dimensions of 9 feet x 20 feet). In situations where ~~the~~ a surface parking lot stall allows a portion of the vehicle to extend over landscaping ("nose over landscaping"), the painted lines for the stall may be allowed to be eighteen feet (18') in length. Ten percent (10%) of total surface parking may be developed as "compact parking spaces" with the parking stall dimensions of eight feet six inches by eighteen feet (8'6" x 18').

C. Parking Structures: Parking structures may be developed entirely with parking stall dimensions of nine feet by eighteen feet (9' x 18'). Parking structures shall be required to include an adequate fire suppression system. Parking structures shall have a minimum vertical clearance of eighty-four inches (84"). Parking structures that include ADA parking spaces, the minimum vertical clearance for the level the ADA spaces are located shall be ninety-eight inches (98") to accommodate the vertical clearance for wheelchair lift-equipped vehicles.

D. Alternatives To On Site Parking: For any new use, structure, building or parcel, required off street parking may be provided on other property not more than a two hundred foot (200') distance from the nearest point of the parcel, and shall not require persons to cross a public street. The planning commission may consider such alternatives through the site plan process. (Off-site parking shall not be allowed for dwellings or to accommodate parking needs for property/parcels located either entirely or partially outside of Clearfield City.)

E. Multi-Family Bedroom Counts: In determining parking requirements for multi-family residential developments, the Zoning Administrator shall determine (based upon submitted floor plans) the final number of bedrooms provided per unit. This may include areas labeled as offices, dens, game rooms, etc. that could feasibly be used as a bedroom regardless of compliance with building or fire codes. This does not include common areas that are accessible to all residents of a development, and only applies to the private rooms of each residential unit.

11-14-5: PARKING AREA AND PARKING LOT REQUIREMENTS:

A. Backing Onto Public Street: No off-street parking lot shall be constructed in a manner that would require vehicles to back out onto a public street.

B. Surfacing:

1. Requirements: Except as provided in subsection B2 of this section, parking areas shall be properly surfaced with concrete, asphalt, or masonry pavers, maintained in good condition, and kept free of weeds, dust, trash, and debris.

2. Residential Parking Areas:

a. All new main residential driveways, approaches, and parking spaces required by this title shall be surfaced with concrete, asphalt or other hard surfaced (impermeable) pavement material. <u>A dedicated driveway parking space may count toward required parking where it provides a minimum width of nine feet (9') and a minimum length of twenty feet (20').</u> ~~All new main residential driveways shall have a minimum depth from the front property line to the front of the residence or garage of twenty feet (20').~~

b. Any gravel or crushed rock installed for accessory parking in a residential zone ~~after July 1, 2014~~, must be a minimum of two inches (2") deep, compacted, placed atop a weed barrier, be maintained completely free of grass and weeds, and contained within durable borders.

c. Legally established, but nonconforming residential gravel driveways installed prior to July 1, 2014, may continue to be utilized, provided they are properly maintained and kept completely free of grass and weeds.

3. Variations: Variations to the required surface materials set forth in subsection B1 of this section may be permitted for residential parking in the A-1 agricultural zone and for temporary businesses and special events for which the necessary permits or licenses have been issued by the city.

C. Grading: Parking lots shall be graded for proper drainage.

D. Lighting: Lighting used to illuminate an off-site parking area shall be so arranged as to reflect the light away from adjoining premises in any residential district.

E. Design: As a minimum requirement, parking areas shall comply with the standards as shown below. Travel lanes between dual rows of ninety-degree (90°) parking may be developed at twenty-four feet (24') in width subject to prior approval from the city engineer and the North Davis fire district. Primary access points to the parking lot, or the access lane located closest to the primary structure on the lot must be provided with twenty-six foot (26') travel lanes.

11-14-7: PRIVATE GARAGE STANDARDS:

A. <u>Exception: The requirements of this section shall apply where a garage is required by this title; however, the city shall not require a garage for a single-family attached or detached dwelling that qualifies as owner occupied affordable housing, as defined by applicable Utah Code provisions, including Section 10-20-618, Utah Code Annotated, as amended.</u>

<u>B</u>~~A~~. Single-Family Dwellings: Each dwelling unit <u>that is required to provide a garage</u> shall have an attached two (2) car garage that complies with the following standards:

1. Minimum Dimensions: <u>The garage shall provide two (2) parking spaces, each having minimum dimensions of ten feet (10') in width and twenty feet (20') in length. Parking spaces shall remain clear of obstructions such as stairs, mechanical equipment, structural elements, or similar features that reduce the usable dimensions of the parking space.</u> ~~Each garage shall have minimum dimensions of no less than twenty-two feet (22') wide by twenty-two feet (22') deep.~~

2. Minimum Garage Door Opening: ~~Each~~ A two (2) car garage shall have a minimum garage door opening of not less than sixteen feet (16') wide.

3. Minimum Garage Height: Garages shall have a minimum unobstructed height of not less than eight feet (8') for the entire length and width of the garage.

C~~B~~. Two- and Multi-Family Dwellings: If provided, garages shall comply with the following standards:

1. Single-Car Garages:

a. Minimum ~~Area/~~Dimensions: The garage shall provide for one (1) parking space, having minimum dimensions of ten feet (10') in width and twenty feet (20') in length. The parking spaces shall remain clear of obstructions such as stairs, mechanical equipment, structural elements, or similar features that reduce the usable dimensions of the parking space. ~~Each single (1) car garage shall have a minimum area of two hundred and twenty (220) square feet and minimum dimensions of no less than ten feet (10') wide by twenty-two feet (22') deep or eleven feet (11') wide by twenty feet (20') deep. The minimum garage area shall be free of obstructions such as stairs, mechanical equipment, or structural appendages including but not limited to columns.~~

b. Minimum Garage Door Opening: Each single (1) car garage shall have a minimum garage door opening of not less than eight feet (8') wide.

c. Minimum Garage Height: Garages shall have a minimum unobstructed height of not less than eight feet (8') for the entire length and width of the garage.

2. Two-Car Garages:

a. Minimum ~~Area/~~Dimensions: The garage shall provide two (2) parking spaces, each having minimum dimensions of ten feet (10') in width and twenty feet (20') in length. Parking spaces shall remain clear of obstructions such as stairs, mechanical equipment, structural elements, or similar features that reduce the usable dimensions of the parking space. ~~Each two (2) car garage shall have a minimum area of four hundred and forty (440) square feet and minimum dimensions of no less than twenty feet (20') wide by twenty-two feet (22') deep. The minimum garage area shall be free of obstructions such as stairs, mechanical equipment, or structural appendages including but not limited to columns.~~

b. Minimum Garage Door Opening: Each two (2) car garage shall have a minimum garage door opening of not less than sixteen feet (16') wide.

c. Minimum Garage Height: Garages shall have a minimum unobstructed height of not less than eight feet (8') for the entire length and width of the garage.

(R-1-9 ZONE) 11-9A-11: OTHER REQUIREMENTS:

A. Landscaping And Open Space: A minimum of ten percent (10%) of the total project area shall be provided as landscaped open space. All landscaping shall comply with the provisions of chapter 21 of this title.

B. Floor Area: Each dwelling unit shall have a minimum finished floor area of not less than one thousand ~~two hundred~~ (1,~~2~~000) square feet ~~above grade for ramblers with a full basement; all other styles shall have a minimum finished floor area of not less than one thousand five hundred (1,500) square feet above grade~~.

C. Garages: Except for dwellings qualifying as owner-occupied affordable housing, as defined by applicable Utah Code provisions, including Section 10-20-618, Utah Code Annotated, as amended, each dwelling unit shall provide an attached two-car garage containing two unobstructed parking spaces that comply with the requirements of Chapter 14 of this Title.

D. Development Agreement: A development agreement may be required for all new development in the R-1-9 Zone. All applications for a rezone, preliminary plat, or site plan approval shall be conditioned upon final approval of the development agreement by the City Council.

E. Footings And Foundation Required: All main buildings shall be constructed on a permanent footing and foundation.

F. Restrictions: No area needed to meet the lot width, frontage, area, setback or other requirements of this article may be divided, sold, or leased separate from such lot or building.

(R-1-8 ZONE) 11-9B-11: OTHER REQUIREMENTS:

A. Landscaping And Open Space: A minimum of ten percent (10%) of the total project area shall be provided as landscaped open space. All landscaping shall comply with the provisions of chapter 21 of this title.

B. Floor Area: Each dwelling unit shall have a minimum finished floor area of not less than one thousand ~~two hundred~~ (1,~~2~~000) square feet ~~above grade for ramblers with a full basement; all other styles shall have a minimum finished floor area of not less than one thousand five hundred (1,500) square feet above grade~~.

C. Garages: Except for dwellings qualifying as owner-occupied affordable housing, as defined by applicable Utah Code provisions, including Section 10-20-618, Utah Code Annotated, as amended, each dwelling unit shall provide an attached two-car garage containing two unobstructed parking spaces that comply with the requirements of Chapter 14 of this Title.

D. Development Agreement: A development agreement may be required for all new development in the R-1-8 Zone. All applications for a rezone, preliminary plat, or site plan approval shall be conditioned upon final approval of the development agreement by the City Council.

E. Footings And Foundation Required: All main buildings shall be constructed on a permanent footing and foundation.

F. Restrictions: No area needed to meet the lot width, frontage, area, setback or other requirements of this article may be divided, sold, or leased separate from such lot or building.

(R-1-6 ZONE) 11-9C-11: OTHER REQUIREMENTS:

A. Landscaping And Open Space: A minimum of fifteen percent (15%) of the total lot or parcel area shall be provided as landscaped open space. All landscaping shall comply with the provisions of chapter 21 of this title.

B. Floor Area: Each dwelling unit shall have a minimum finished floor area of not less than one thousand ~~two hundred~~ (1,~~2~~000) square feet ~~above grade for ramblers with a full basement; all other styles shall have a minimum finished floor area of not less than one thousand five hundred (1,500) square feet above grade~~.

C. Garages: Except for dwellings qualifying as owner-occupied affordable housing, as defined by applicable Utah Code provisions, including Section 10-20-618, Utah Code Annotated, as amended, each dwelling unit shall provide an attached two-car garage containing two unobstructed parking spaces that comply with the requirements of Chapter 14 of this Title.

D. Development Agreement: A development agreement may be required for all new development in the R-1-6 Zone. All applications for a rezone, preliminary plat, or site plan approval shall be conditioned upon final approval of the development agreement by the City Council.

E. Footings And Foundation Required: All main buildings shall be constructed on a permanent footing and foundation.

F. Restrictions: No area needed to meet the lot width, frontage, area, setback or other requirements of this article may be divided, sold, or leased separate from such lot or building.

(R-2 ZONE) 11-9D-11: OTHER REQUIREMENTS:

A. Landscaping And Open Space: A minimum of twenty percent (20%) of the total project area shall be provided as landscaped open space. All landscaping shall comply with the provisions of chapter 21 of this title.

B. Floor Area: Each single-family and two-family dwelling unit shall have a minimum finished floor area of not less than one thousand ~~two hundred~~ (1,~~2~~000) square feet ~~above grade for ramblers with a full basement; all other styles shall have a minimum finished floor area of not less than one thousand five hundred (1,500) square feet above grade~~. Multiple-family dwellings shall have a minimum finished floor area of not less than one thousand sixty (1,060) square feet per dwelling unit.

C. Garages: Except for dwellings qualifying as owner-occupied affordable housing, as defined by applicable Utah Code provisions, including Section 10-20-618, Utah Code Annotated, as amended, each single-family and two-family dwelling unit shall provide an attached two-car garage containing two unobstructed parking spaces that comply with the requirements of Chapter 14 of this Title.

D. Development Agreement: A development agreement may be required for all new development in the R-2 zone. All applications for a rezone, preliminary plat, or site plan approval shall be conditioned upon final approval of the development agreement by the city council.

E. Multiple-Family Dwelling Exterior Building Materials:

1. Non-Permitted exterior building materials for main buildings are vinyl siding, aluminum siding, fiber cement panels, unfinished poured concrete, rusted metal, and sheet metal.

2. Accessory buildings shall be built with a finished, all weather exterior material. Detached garages and carports shall be finished to match the exterior of the main building.

3. Any front building elevation or elevation facing a street or right of way shall include at least one (1) of the following: brick, stone, or rock.

F. Footings And Foundation Required: All main buildings shall be constructed on a permanent footing and foundation.

G. Restrictions: No area needed to meet the lot width, frontage, area, setback or other requirements of this article may be divided, sold, or leased separate from such lot or building.

H. Design Standards: All new site development or construction in the R-2 residential zone shall incorporate the appropriate design standards described in chapter 18 of this title.

(R-3 ZONE) 11-9E-13: OTHER REQUIREMENTS:

A. Landscaping And Open Space: A minimum of twenty-five percent (25%) of the total project area shall be provided as landscaped open space. All landscaping shall comply with the provisions of chapter 21 of this title.

B. Floor Area: Each single-family and two-family dwelling unit shall have a minimum finished floor area of not less than one thousand ~~two hundred~~ (1,~~2~~0 00) square feet ~~above grade for ramblers with a full basement; all other styles shall have a minimum finished floor area of not less than one thousand five hundred (1,500) square feet above grade~~. Multiple-family dwellings shall maintain an average finished floor area of not less than one thousand sixty (1,060) square feet per dwelling unit above grade. In no case, however, shall a multiple-family dwelling unit have a minimum finished floor area of less than seven hundred (700) square feet.

C. Walls And Fences: Walls or fences may be required around all multiple-family developments. The height, type, location, and materials of such walls and fences shall be approved by the planning commission as part of the site plan review.

D. Garages: Except for dwellings qualifying as owner-occupied affordable housing, as defined by applicable Utah Code provisions, including Section 10-20-618, Utah Code Annotated, as amended, each single-family and two-family dwelling unit shall provide an attached two-car garage containing two unobstructed parking spaces that comply with the requirements of Chapter 14 of this Title.

E. Development Agreement: A development agreement may be required for all new development in the R-3 residential zone. All applications for a rezone, preliminary plat, or site plan approval shall be conditioned upon final approval of the development agreement by the city council.

F. Multiple-Family Dwelling Exterior Building Materials:

1. Non-Permitted exterior building materials for main buildings are vinyl siding, aluminum siding, fiber cement panels, unfinished poured concrete, rusted metal, and sheet metal.

2. Accessory buildings shall be built with a finished, all weather exterior material. Detached garages and carports shall be finished to match the exterior of the main building.

3. Any front building elevation or elevation facing a street or right of way shall include at least one (1) of the following: brick, stone, or rock.

G. Footings And Foundation Required: All main buildings shall be constructed on a permanent footing and foundation.

H. Restrictions: No area needed to meet the lot width, frontage, area, setback or other requirements of this article may be divided, sold, or leased separate from such lot or building.

I. Design Standards: All new site development or construction in the R-3 residential zone shall incorporate the appropriate design standards described in chapter 18 of this title.

(R-1-O ZONE) 11-9G-7: TWO CAR GARAGE:
Except for dwellings qualifying as owner-occupied affordable housing, as defined by applicable Utah Code provisions, including Section 10-20-618, Utah Code Annotated, as amended, each dwelling unit shall provide an attached two-car garage containing two unobstructed parking spaces that comply with the requirements of Chapter 14 of this Title.

(R-1-O ZONE) 11-9G-12: FINISHED FLOOR SPACE:
Each dwelling unit shall have a minimum finished floor area of not less than one thousand ~~two hundred~~ (1,~~2~~000) square feet~~ for ramblers with a full basement; all other styles shall have a minimum finished floor area of not less than one thousand five hundred (1,500) square feet above grade~~.