

CLEARFIELD CITY COUNCIL  
AGENDA AND SUMMARY REPORT  
February 12, 2013 – REGULAR SESSION

City Council Chambers  
55 South State Street  
Third Floor  
Clearfield, Utah

**Mission Statement:** To provide leadership in advancing core community values; sustain safety, security and health; and provide progressive, caring and effective services. We take pride in building a community where individuals, families and businesses can develop and thrive.

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

Discussion on Amendments to Title 4 and Title 11 of the City Code Regarding  
the Regulation of Tattoo or Body-Piercing Establishments  
Discussion on Amendments to the Chevron Pipeline Agreement  
Discussion on Improvements to the Clearfield Aquatic Center Boiler System  
Discussion on the Wasatch Wings Festival

*(Any items not addressed prior to the Policy Session will be addressed in a Work Session  
immediately following the Policy Session)*

**7:00 P.M. REGULAR SESSION**

CALL TO ORDER:

Mayor Wood

OPENING CEREMONY:

Youth City Councilmember Alex Arave

APPROVAL OF THE MINUTES:

January 15, 2013 – Work Session

January 22, 2012 – Work Session

January 22, 2012 – Regular Session

**PUBLIC HEARING:**

1. **PUBLIC HEARING TO RECEIVE COMMENT ON PROPOSED AMENDMENTS TO TITLE 4 – BUSINESS AND LICENSE REGULATIONS AND TITLE 11 – LAND USE REGULATIONS OF THE CITY CODE REGARDING TATTOO OR BODY PIERCING ESTABLISHMENTS**

**BACKGROUND:** On January 4, 2013, Community Development received an application for a text amendment request which would permit existing, licensed tattoo establishments to relocate to another location within the C-2 zoning district. This request was deemed necessary by the applicants, because under City Code, it is currently a use that is not permitted in any zoning district within the City. All existing Tattoo or Body Piercing Establishments are recognized as legal, non-conforming.

**RECOMMENDATION:** Receive public comment.

**SCHEDULED ITEMS:**

2. **CITIZEN COMMENTS**

3. CONSIDER APPROVAL OF ORDINANCE 2013-02 APPROVING AMENDMENTS TO TITLE 4 – BUSINESS AND LICENSE REGULATIONS AND TITLE 11 – LAND USE REGULATIONS OF THE CITY CODE REGARDING TATTOO OR BODY PIERCING ESTABLISHMENTS

RECOMMENDATION: Approve Ordinance 2013-02 approving amendments to Title 4 – Business and License Regulations and Title 11 – Land Use Regulations of the City Code regarding Tattoo or body piercing establishments and authorize the Mayor’s signature to any necessary documents.

4. CONSIDER APPROVAL OF RESOLUTION 2013R-02 AUTHORIZING THE DISPOSAL OF UNCLAIMED PROPERTY

BACKGROUND: The Clearfield City Police Department is required to dispose of unclaimed property. In the past the Council has approved the disposition of unclaimed property to bona fide charities.

RECOMMENDATION: Approve Resolution 2013R-02 authorizing the disposal of unclaimed property and authorize the Mayor’s signature to any necessary documents.

5. CONSIDER APPROVAL OF A REQUEST FROM CHEVRON TO CONSENT TO THE ASSIGNMENT OF THE CITY’S EASEMENT ACROSS THE NORTHWEST PRODUCTS PIPELINE SYSTEM TO TESORO

BACKGROUND: Chevron is in the process of conveying the Northwest Products Pipeline System to Tesoro and has requested the City’s easement across the pipeline be transferred to Tesoro. The transfer of ownership is expected to take place sometime in April of this year.

RECOMMENDATION: Approve the request from Chevron to consent to the assignment of the City’s easement across the Northwest Products Pipeline System to Tesoro and authorize the Mayor’s signature to any necessary documents.

**COMMUNICATION ITEMS:**

Mayor’s Report  
City Councils’ Reports  
City Manager’s Report  
Staffs’ Reports

**\*\*COUNCIL MEETING ADJOURN\*\***

Dated this 8<sup>th</sup> day of February, 2013.

/s/Nancy R. Dean, 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 525-2714, giving her 48-hour notice.

CLEARFIELD CITY COUNCIL MEETING MINUTES  
7:15 P.M. WORK SESSION  
January 15, 2013

PRESIDING:	Don Wood	Mayor
PRESENT:	Kent Bush	Councilmember
	Kathryn Murray	Councilmember
	Mark Shepherd	Councilmember
	Bruce Young	Councilmember
EXCUSED:	Mike LeBaron	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Greg Krusi	Police Chief
	Eric Howes	Community Services Director
	Scott Hodge	Public Works Director
	Bob Wylie	Administrative Services Director
	Steve Guy	City Treasurer
	Jessica Hardy	Accountant
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder
	Tracy Hollinshead	Administrative Assistant

VISITORS: Kristi Bush, Debra Howes

Mayor Wood called the meeting to order at 7:20 p.m.

Adam Lenhard, City Manager, explained the purpose of the meeting was for members of the Council to identify each of their goals and priorities for the next year. He emphasized the importance of setting goals and reviewed the evening's schedule.

Mayor Wood shared his goals specific to economic development highlighting the following:

- Legend Hills
- Comprehensive gap analysis
- Retail clustering of similar businesses
- Incentives promoting development
- Loans resulting in additional tax revenue

He believed the City needed to be aggressive in its economic development endeavors and suggested the City could create and market a sense of "place". He shared a visual presentation illustrating his speaking points.

Councilmember Bush distributed a handout outlining his priorities and goals for 2013 identifying the following:

- Safety
  - Traffic signal at 700 South & 1000 West
  - Sidewalks to allow for children walking to school
  - Street and infrastructure maintenance
  
- Amend ordinances
  - Chickens
  - Deep lots
  - Signage
  
- Beautification
  - Identify City boundaries with signage
  - Continue to address open spaces and freeway entrances
  - West Park Village park monument/water feature
  - Maintain City's parks and trails
  - Continue focus on residential clean-up
  
- Develop Rail Stop
  - Include mixed-use with retail and a "destination" component
  
- Resolutions
  - Pursue a resolution with North Davis Fire District (NDFD) for the City to continue providing dispatch services
  - Pursue a resolution stating the City would no longer "give" away property to neighboring jurisdictions

Councilmember Murray stated she like the direction the City was moving in and believed in its progress. She identified the following points of interest:

- Continue with infrastructure improvements
- Be the example by maintaining open spaces within the City

She expressed how much she enjoyed her interaction and working with the staff and complimented them for their professionalism and knowledge.

Councilmember Shepherd stated he hadn't prepared an official presentation but shared his desires for the City:

- Be aggressive in Economic Development
- Bury power lines along State Street
- Beautify State Street
- New street Christmas decorations
- Beautify freeway accesses

- Implement a “Buy” Clearfield campaign
- Parks infrastructure improvements
- Offer Clearfield University in the fall
- Help the NDFD expand
- Signage at the City’s gateways
- Freeway signage access to “Clearfield”

Councilmember Young shared a visual presentation identifying his priorities for 2013.

- Economic Development
  - Rail Stop
  - Promote business to improve City’s image
- Local Government Environment
  - Parks and Recreation maintenance
  - Facilities maintenance and replacement
- Infrastructure
  - Continue road maintenance
  - Public Works facilities
- Efficiency
- Safety

The Council took a break at 8:12 p.m.

The meeting resumed at 8:25 p.m.

Bob Wylie, Administrative Services Director, distributed a handout reflecting the department’s operational flow chart. He shared a power point presentation and briefly reviewed the Annual Financial Report with the Council and identified the following financial highlights:

- Establish a replacement/maintenance fund to be used for building upgrades
- Strive for self-sufficiency in the Enterprise Funds
- Prioritize resources for programs/services for the widest impact
- Create an internal service specific to Information Technologies
- Develop GIS database to achieve efficiencies in Community Development and Utilities

He shared a brief visual presentation illustrating some of the new features using the GIS database creating thus far by Ed Hom, GIS Coordinator.

Eric Howes, Community Services Director, distributed a handout of identified projects specific to Community Services. He informed the Council the department was currently in the process of reorganization. He explained the Management Analysis and Reporting theory with the Council highlighting the following:

- Manage revenues and expenditures
- Program plans
- Capital projects by areas

Mr. Howes stated it was his goal to improve maintenance operations and improve recreation and aquatic operations and reviewed his plans for both of those areas. He distributed a handout identifying projects and briefly reviewed some of the recreation programs which would be offered during the year. He also reviewed the identified projects included on the handout.

JJ Allen, Assistant City Manager, distributed a handout and reviewed his goals and priorities for FY 2013/2014. He referred to the handout and explained many of the projects and programs had already been identified by other presenters as a priority and commented on those. He directed the Council to the identified programs on the handout highlighting the following:

- Marketing campaign
- Shop in Clearfield program

He briefly reviewed the Personnel and Operations identified on the handout. He pointed out a few of the proposals:

- Publish the newsletter bi-monthly
- Complete a community survey from the residents
- Complete an external audit of the Court
- Complete a CDRA audit

Brian Brower, City Attorney, distributed a handout reflecting the Legal Department's goals for the next fiscal year. He reviewed some of the identified priorities:

- Quarterly training in the Police Department to minimize risk exposure
- Increase partnership with the Utah League of Cities and Towns
- Increase partnership with the Legislature
- Maintain current staffing levels of the Legal Department
- Continue improvement regarding Code Enforcement and Good Landlord Program
- Maintain level of quality for prosecution services

Greg Krusi, Police Chief, distributed a handout identifying the Police Department's goals and objections specific to Vision 2020. He shared a brief PowerPoint presentation and reviewed the handout with the Council. His speaking points were the following:

- Increase staffing with the inclusion of one additional traffic officer
- Provide "Active Shooter" training to the City's officers
- Implementation of a physical fitness program
- Obtain a cell-phone recovery system

Scott Hodge, Public Works Director, distributed an organizational chart and shared a visual presentation with the Council identifying the department's goals:

- Take advantage of technologies to promote efficiencies
- Develop long range financial model for facility and equipment replacement

He highlighted the following programs which, when implemented, would enhance practices of the department and explained each to the Council:

- Geographic Information System (GIS)
- Supervisory Control and Data Acquisition System (SCADA)
- Vehicle and Equipment Replacement Program

The presentation also identified Capital Improvement Projects and briefly reviewed each with the Council:

- Replace aging infrastructure
- Support the development of the Legend Hills area
- Facilitate development of UTA's TOD site (Transit Oriented Development)

Mr. Hodge distributed a map identifying street maintenance projects and briefly reviewed a project list in which funds had been appropriated and would be completed throughout the year.

Mr. Lenhard expressed appreciation to everyone who had taken the time to prepare a presentation and believed the process had been beneficial for staff. He mentioned a staff retreat was scheduled to take place on Thursday, January 17, 2013, during which the information provided would be compiled into an action plan to be incorporated with the budget process. He announced budget work sessions would begin Tuesday, February 5, 2013, and would continue during the month.

He expressed appreciation to staff which had been involved in the preparations for the evening's dinner and room preparation. Mayor Wood expressed appreciation on behalf of the Council to staff for their efforts.

The meeting adjourned at 9:35 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES  
6:00 P.M. WORK SESSION  
January 22, 2013

PRESIDING:	Don Wood	Mayor
PRESENT:	Kent Bush	Councilmember
	Kathryn Murray	Councilmember
	Mike LeBaron	Councilmember
	Mark Shepherd	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	Brian Brower	City Attorney
	Scott Hodge	Public Works Director
	Greg Krusi	Police Chief
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Bob Wylie	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder
EXCUSED:	JJ Allen	Assistant City Manager

VISITORS: Kelly Pfof – Lewis Young Robertson Burningham, Jason Burningham – Lewis Young Robertson Burningham, Kasey Hansen – JUB Engineers, Greg Graves – JUB Engineers, Paul Taylor – Parks & Recreation Commission

Mayor Wood called the meeting to order 6:02 p.m.

DISCUSSION ON THE PARK CAPITAL FACILITIES PLAN AND PARK IMPACT FEE ANALYSIS

Eric Howes, Community Services Director, announced the City had been working with Lewis Young Robertson Burningham (LYRB) and JUB Engineering in completing the Park Capital Facilities Plan and Park Impact Fee Analysis. He introduced the team of individuals from both companies completing the Plan and Analysis.

Jason Burningham, LYRB, explained he and Kelly Pfof, LYRB, were working on the project from a financial perspective for the facilities plan and how such would be financed. He emphasized the team would be requesting direction from the Council following the presentation. He stated LYRB and JUB had jointly responded to the RFP (Request for Proposal) by the City relative to master planning and updating the capital facilities specific to Parks & Recreation. He indicated while completing research it became evident parks, recreation, services and other amenities provided to its residents was important to the City. He continued the analysis looked to see what facilities were needed and what recommendations could be made to the City in moving

forward. He expressed his excitement at the opportunity to share the work completed by Kasey Hansesn, JUB Engineering, and Greg Graves, JUB Engineering, with GIS (Geographic Information System) capabilities and how it could be used to manage services provided to residents with the Council. Mr. Burningham explained JUB would present the Capital Facilities Plan pointing out key issues for the Council to consider relative to future capital investment while he and Ms. Pfof would present an overview of how impact fees work and how they should be structured to accommodate future growth in order to maintain the levels of service to the residents. He added three approaches would be presented to the Council and would be requesting direction from the Council following the presentation.

Greg Graves, JUB Engineering, stated a GIS database had been used to track amenities and improvements. He explained the types of parks had been identified with corresponding amenities: detention basins, pocket parks, mini parks, neighborhood parks and community parks. He pointed out the neighborhood and community parks offered the residents the best recreation opportunities and completed the review of the inventory.

Kasey Hansen, JUB Engineering, reported data would be available to the City for future study and analysis. He shared a visual presentation which illustrated parks and trails and identified the level of service offered by each. Additionally the presentation illustrated geographically the residents served by each park amenity. Mr. Hansen explained the GIS technology allowed them to calculate the levels of service in conjunction with population statistics. He reported the study identified only a few areas of the City in which recreation facilities were not within walking distance or readily available: the area east of Interstate-15, the area near the Syracuse City boundary and the area directly east of Steed Park. He pointed out a "walkable" City had been emphasized in the Vision 2020 strategic plan.

Mr. Graves believed there were opportunities for purchasing property from residents east of Steed Park which would allow for a walkway. He pointed out there weren't many recreational amenities east of Interstate-15 other than the Canal Trail and suggested the City develop the property it currently owned near the Canal Trail as a neighborhood park and a discussion took place. Mr. Graves suggested property near the Syracuse City cemetery also be considered for some park development. Councilmember Bush pointed out the challenges associated with the power corridor near that location. Mr. Graves pointed out the possibilities near Mabey Pond for some park redevelopment and expressed his opinion it could be a unique community space.

Kelly Pfof, Lewis Young Robertson and Burningham, shared a presentation specific to an Impact Fee Facility Plan. Mr. Burningham emphasized impact fees were always being challenged by developers and indicated municipalities were not immune to new bills following the Legislative session. He continued impact fees were not generating a lot of revenue and stated it had been their approach to recognize the challenge to make sure the City's plan specific to impact fees were defensible while also providing a level of service to residents.

Mr. Burningham reported impact fees had to change as level of service changed and stated he was recommending a significant increase in fees. He continued the last analysis and justification for impact fees had been completed more than a decade ago. He explained the process looked at the current legislative framework and considered recent challenges incurred by other municipalities. He emphasized the City would never be able to fund the projects identified in the plan on impact fees alone. He stated other resources would be needed to accomplish the recommended end project of amenities.

Ms. Pfof shared the presentation and requested direction from the Council as to whether it wanted to use a historic value or the identified cost for the proposed impact fee. She shared levels of service from the perspectives of a facilities approach and levels of investment approach. She shared the proposed impact fee schedule identified by the study. She requested the Council consider which methodology the City would like to move forward with and emphasized this direction would be needed prior to holding the public hearing and adoption of a Park Capital Facilities Plan and Park Impact Fees.

Mr. Burningham stated he had seen challenges associated with other municipalities and the identified cost for land for future park use. He cautioned the Council to adopt an impact fee appropriate to providing the expected level of service and expressed his opinion the level of investment methodology would be the most flexible to the City. He shared information specific to neighboring communities with the Council.

Mayor Wood suggested each councilmember consider the options discussed during the meeting and email staff of their desired approach for the impact fees. He expressed his concern the proposed increase to impact fees could be an impediment to future development. Eric Howes, Community Services Director, explained direction from the Council was needed prior to the public hearing and implementation of the ordinance enacting the new fees required an additional 90 day period. Mayor Wood requested electronic copies of the presentations be forwarded to members of the Council for their review to be prepared to make a recommendation at a future work session.

The meeting adjourned at 7:08 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES  
7:00 P.M. REGULAR SESSION  
January 22, 2013

PRESIDING:	Don Wood	Mayor
PRESENT:	Kent Bush Kathryn Murray Mike LeBaron Mark Shepherd Bruce Young	Councilmember Councilmember Councilmember Councilmember Councilmember
STAFF PRESENT:	Adam Lenhard Brian Brower Scott Hodge Greg Krusi Eric Howes Valerie Claussen Nancy Dean Kim Read	City Manager City Attorney Public Works Director Police Chief Community Services Director Development Services Manager City Recorder Deputy City Recorder
EXCUSED:	JJ Allen	Assistant City Manager

VISITORS: Boy Scout Troop 678, Issac P. Gonzales, Casey Facer

Mayor Wood informed the citizens present that if they would like to comment during the Citizen Comments there were forms to fill out by the door.

Councilmember Murray conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE DECEMBER 4, 2012 WORK SESSION, THE DECEMBER 11, 2012 WORK SESSION, THE JANUARY 8, 2013 WORK SESSION AND THE JANUARY 8, 2013 REGULAR SESSION

**Councilmember Murray moved to approve the minutes from the December 4, 2012 work session, the December 11, 2012 work session, and the January 8, 2013 work session, and the January 8, 2013 regular session as written, seconded by Councilmember LeBaron. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.**

Adam Lenhard, City Manager, Scott Hodge, Public Works Director, and Greg Krusi, Police Chief arrived at 7:12 p.m.

CITIZEN COMMENTS

There were no citizen comments.

APPROVAL OF THE REAPPOINTMENT OF RON JONES TO THE PLANNING COMMISSION

Ron Jones' appointment to the Planning Commission would expire in February 2013. Staff recommended Ron Jones be reappointed as a member of the Planning Commission for a term expiring in February 2018. Councilmember LeBaron expressed his opinion Mr. Jones was an asset to the Planning Commission and an excellent commissioner.

**Councilmember LeBaron moved to approve the reappointment of Ron Jones to the Planning Commission for a term to expire in February 2018 and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.**

APPROVAL OF RESOLUTION 2013R-01 SUPPORTING PROGRAMS OFFERED AT CLEARFIELD JOB CORPS

Mayor Wood explained due to recent pressure for the Federal Government to cut programs the Clearfield Job Corps Center had been identified for a reduction of approximately one half of the current student body. He reported he had communicated with Senators Hatch and Bishop expressing his concern about the potential loss of 176 positions based upon decisions by the Department of Labor. He believed the Job Corps program was an opportunity for the participants to gain employable skills. He expressed his opinion any savings recognized by decreasing the educational opportunities would cost more in the long run in the form of welfare, etc. He stated statistics reflected the Clearfield Job Corps Center was one of the best in the Country.

Valerie Claussen, Development Services Manager, and Nike Peterson, Planning Commission Chair arrived at 7:19 p.m.

Councilmember Shepherd believed this was just the beginning of the reduction of programs offered by the Federal Government. He indicated the Clearfield Job Corps was one of the top performing centers in the United States and expressed his support of the Resolution.

**Councilmember Young moved to approve Resolution 2013R-01 supporting programs offered at Clearfield Job Corps and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Shepherd. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.**

COMMUNICATION ITEMS:

**Mayor Wood**

1. Announced he would be out of town beginning Monday, January 28, 2013 and returning late Friday, February 1, 2013.
2. Informed the Council of the Storytelling Festival scheduled for Saturday, January 26, 2013, 6:00 p.m. at the Community Arts Center. He announced a ribbon cutting ceremony for the Little Theatre would take place prior to the festival and requested councilmembers attend the ceremony.

**Councilmember Bush**

1. Reported he had attended the North Davis Sewer District meeting on Thursday, January 10, 2013, during which a public hearing was held regarding an Impact Fee Feasibility Study. He mentioned the meeting in February would take place on Wednesday, February 13, 2013.
2. Informed the Council he would be out of town the first week of March.

**Councilmember LeBaron** – nothing to report.

**Councilmember Murray** – Informed the Council she had been elected as the Chair of the North Davis Fire District for the next two years.

**Councilmember Shepherd**

1. Reported plans for the Wasatch Wing Fest were continuing to move forward. He announced the first sponsorship had been committed.
2. Stated he attended the DUED (Davis Unified Economic Development) meeting earlier in the day. He mentioned Randy Sant was also in attendance explaining about EDAs (Economic Development Areas) and RDAs (Redevelopment Areas).

**Councilmember Young** – Reported he had attended the Davis Chamber of Commerce event on Friday, January 18, 2013 during which the Pioneer Adult Rehabilitation Program associated with the Davis School District was honored. He stated the Clearfield Job Corps center was also honored at the event.

**Adam Lenhard, City Manager** – nothing to report.

STAFFS' REPORTS:

**Nancy Dean, City Recorder** – Informed the Council of the upcoming meeting schedule:

- Tuesday, January 29, 2013 – no meeting
- Tuesday, February 5, 2013 – budget work session

**Financial Reports** – Bob Wylie, Administrative Services Director, presented financial reports through December 31, 2012 to the Council. He stated property tax revenues were up three percent from 2011 and the received sales tax as of November had increased seven percent. He continued the amount received from the energy tax had also increased two percent. He reported the City had received a reimbursement from UDOT for completion of the Rail Trail. He indicated revenues were slightly better than anticipated. He reported the expenditures were appropriate for this time of the year. He emphasized the revenues and expenditures were on track within identified parameters.

Mayor Wood acknowledged Nike Peterson, Planning Commission Chair, in the audience.

There being no further business to come before the Council **Councilmember LeBaron moved to adjourn at 7:32 p.m., seconded by Councilmember Shepherd. All voting AYE.**

DRAFT



## Community Development

Planning & Zoning, Building Inspections,  
Business Licensing, and CDBG Administration

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**TO:** THE HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Valerie Claussen, MPA, AICP  
Development Services Manager  
[vclaussen@clearfieldcity.org](mailto:vclaussen@clearfieldcity.org) or (801) 525-2785

**MEETING DATE:** February 12, 2013

**SUBJECT:** Staff Report Addendum for ZTA 1301-0001, an amendment to the Clearfield Municipal Code Title 4 and Title 11 for the inclusion of supplementary standards for Tattoo or Body-Piercing Establishments.

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### RECOMMENDATION

- A.) Hold the Public Hearing for **ZTA 1208-0004**.
- B.) Move to **adopt Ordinance 1301-02** that would enact text amendment ZTA 1301-0001, an amendment to the Clearfield City Municipal Code Title 4 and Title 11, based on the discussion and findings in the February 6, 2013 Staff Report and additional discussion in this meeting, and authorize the mayor's signature to any required documents.

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### EXECUTIVE SUMMARY

#### Planning Commission Recommendation

The Planning Commission held a public hearing on February 6, 2013 and public comment was received. Several people spoke in support of the zoning text amendment to permit the Tattoo or Body-Piercing Establishments in C-2 zoning district. No comments opposing the text amendment were made, nor have they been received to date.

The Planning Commission unanimously recommended **approval** of **Alternative A** text amendment to be adopted. This alternative would permit Tattoo and Body-Piercing Establishments in the C-2 zoning district with an approved CUP and meeting specified distance requirements.

The proposed Ordinance is attached to this report (*See Attachment A*).

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### ATTACHMENTS

- A. DRAFT Ordinance 2013-02



## Community Development

Planning & Zoning, Building Inspections,  
Business Licensing, and CDBG Administration

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**TO:** THE HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Valerie Claussen, MPA, AICP  
Development Services Manager  
[vclaussen@clearfieldcity.org](mailto:vclaussen@clearfieldcity.org) or (801) 525-2785

**MEETING DATE:** February 12, 2013

**SUBJECT:** Public Hearing, Discussion, and Possible Action on **ZTA 1301-0001**, an amendment to the Clearfield City Land Use Ordinance Title 11 Chapter 3, Chapter 11 and Chapter 13 for the inclusion of supplementary standards for Tattoo or Body-Piercing Establishments.

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### RECOMMENDATION

- A.) Hold the Public Hearing for ZTA 1208-0004.
- B.) Move to adopt the Ordinances that would enact ZTA 1301-0001.

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### EXECUTIVE SUMMARY

#### Planning Commission Recommendation

The Planning Commission will be holding a public hearing on February 6, 2013 and will be considering this item and make a recommendation to the City Council. An update to this memo will be provided once the Planning Commission has made a recommendation.

#### Background

The Planning Commission Staff Report and related exhibits are attached to this report (See *Attachment A*). The proposed Ordinance will also be forthcoming, upon recommendation from the Planning Commission.

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### ATTACHMENTS

- A. February 5, 2013 Planning Commission Staff Report



**PLANNING COMMISSION  
STAFF REPORT**

AGENDA  
ITEM  
**#5**

**TO:** Planning Commission

**FROM:** Valerie Claussen, MPA, AICP  
Development Services Manager  
[vclaussen@clearfieldcity.org](mailto:vclaussen@clearfieldcity.org) (801) 525-2785

**MEETING DATE:** February 6, 2013

**SUBJECT:** Public Hearing, Discussion, and Possible Action on **ZTA 1301-0001**, an amendment to the Clearfield City Land Use Ordinance Title 11 Chapter 3, Chapter 11 and Chapter 13 for the inclusion of supplementary standards for Tattoo or Body-Piercing Establishments.

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**RECOMMENDATION**

Move to recommend **approval** to the City Council of ZTA 1301-0001, an amendment to the Land Use Ordinance Title 11 Chapter 3, Chapter 11 and Chapter 13 for the inclusion of supplementary standards for Tattoo or Body-Piercing Establishments, based on the findings and discussion in the Staff Report, in addition to the discussion and findings of this meeting, including the following: **[LIST FINDINGS TO BE REITERATED]**.

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**PROPOSED TEXT AMENDMENT**

**Background**

On January 4, 2013, Community Development received an application for a text amendment request that would permit existing, licensed tattoo establishments to relocate to another location within the C-2 zoning district. This request was deemed necessary by the applicants, because under City Code, it is currently a use that is not permitted in any zoning district within the city. All existing Tattoo or Body-Piercing Establishments are recognized as legal, non-conforming. The proposal also includes requiring a distance from other tattoo facilities of at least 2,000 feet (*See Attachment 1: Applicant's Request*).

To address the issue in a more comprehensive fashion, Staff is presenting a few zoning alternatives that would apply to all the existing and potential future Tattoo and Body-Piercing Establishments. The text amendment requires modifications to Title 4 and Title 11 of the City Code. The Planning Commission's purview will be over the recommendation of the changes to Title 11; however, the proposed changes to Title 4 are also included for reference.

## Inventory of Businesses

Approximately three tattoo/body piercing establishments are located within the city limits (See *Attachment 2: Existing Licensed Businesses*). These are identified as having current business licenses on file with the City. The fourth business has not renewed its business license for the 2013 year and is therefore not being recognized as an operating business.

## Proposed Alternatives

The following are possible alternatives for elements to be included in a text amendment and are intended to provide a basic framework for further discussion. This is by no means an exhaustive proposal of alternatives, as there are potentially many variations; however, through research and analysis of typical land use practices, these three alternatives appear to be some of the most viable options to implement and administer.

- ALTERNATIVE A:
  - Tattoo and Body-Piercing Establishments permitted with an **approved CUP in the C-2 zoning district** and meets separation requirements
  - Separation requirements:
    - Located within 1/3 mile (1,760 feet) of any other Tattoo or Body-Piercing Establishment.
    - Located within 880 feet of a payday lending establishment, pawn and secondhand business, or sexually oriented business.
  - Relocation of existing Tattoo Establishments to another property meeting zoning requirements.
  
- ALTERNATIVE B:
  - Tattoo and Body-Piercing Establishments permitted with an **approved CUP in the C-2 and the M-1 zoning districts**, and meets separation requirements
  - Separation requirements:
    - Located within 1/3 mile (1,760 feet) of any other Tattoo or Body-Piercing Establishment.
    - Located within 880 feet of a payday lending establishment, pawn and secondhand business, or sexually oriented business.
  - Relocation of existing Tattoo Establishments to another property meeting zoning requirements.
  
- ALTERNATIVE C:
  - Tattoo and Body-Piercing Establishments permitted with an **approved CUP in the M-1 zoning district** and meets separation requirements
  - Separation requirements:
    - Located within 1/3 mile (1,760 feet) of any other Tattoo or Body-Piercing Establishment.
    - Located within 880 feet of a payday lending establishment, pawn and secondhand business, or sexually oriented business.
  - **Relocation of existing (as of set date) Tattoo Establishments to another property within the same zoning district in which it was originally located.** New Tattoo Establishments (from set date forward) would only be permitted in the M-1 zoning district meeting separation requirements.

All of the text amendment alternatives include a separation requirement for Tattoo and Body-Piercing Establishments from the same type of business use, and a separation from other specific listed uses (i.e. Payday Lending Establishment, Pawn and Secondhand Business, etc.). This is to discourage clustering of uses which is not a land use development pattern that is supported, nor encouraged by the City's General Plan.

### **Title 11, Chapter 3: Definitions**

The definition for Tattoo or Body-Piercing Establishment will include reference to the supplementary regulations established in Chapter 13. This proposed amendment to the use definition is recommended to be included, because specific regulations are being established for this use.

### **Title 4: Business Licensing (for reference)**

Changes to Title 4 *Business and License Regulations* includes provisions that through the business licensing application and process, requires the applicant to demonstrate how they comply with the land use regulations for the proposed use and its location (*See Attachment 6: Title 4 Business License Language*).

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## **ANALYSIS**

### **Master Plan and Strategic Plan "Vision 2020"**

Under Utah State Code, municipalities are granted land use authority. One element of this authority is the adoption of a General Plan and then the adoption of laws or ordinances to implement the goals of the General Plan. Clearfield Title 11 Municipal Code, or referred to as the City's Land Use Ordinance, is the compilation of these laws whose purposes include the furthering of the goals of the General Plan. When discovering specific changes are needed in the Ordinance for better implementation of the General Plan, text amendments are consistent with the policy under the Land Use Element which states, "*Continue to update the City's Land Use Ordinance as necessary to maintain consistency with this General Plan.*"

The proposed text amendment conform to the City's Master Plan, specifically the first Land Use Guideline which states "*The identity of Clearfield should be strengthened by land uses which improve the image of the community and fostering a positive, healthy living environment conducive to long-term residency.*"

Requiring separation of Tattoo or Body-Piercing Establishments limits the clustering of these uses along the limited commercial corridors of the City. This standard is a tool to further implement the City's goal of strengthening land uses that improve the image of the community, and in addition encourages a diversity of the types of commercial development for not only a physical environmental health, but an added economic environmental health to the community.

This text amendment is also consistent with the City's Vision 2020 Plan, which is referenced in the City's General Plan as well. One tactic in implementing the Vision is to "*Brand the city and...foster community pride among residents and improved perception of non-residents.*" The City is concentrating its economic development efforts, as articulated in "Vision 2020", to attract more retail establishments, restaurants, etc. that will allow residents to meet all of their shopping

and entertainment needs here within Clearfield's boundaries instead of travelling to neighboring cities.

**Preferred Alternative**

Alternative A is recommended as the preferred alternative. This proposal appears to strike the best balance between standard zoning practices (See Attachment 7: *Regulating Contentious Commercial Uses Excerpt*), with using the tool of distance separation to reduce clustering, and the permitting of the use with a CUP in a commercial zoning district. The commercial zoning district is the most common district in which this type of use is typically permitted, usually with specific stipulations (e.g. an approved CUP). Establishing specific distance requirements enables the City to regulate the location of this use in relation to other identically classified uses, as well as, the other specified commercial uses that may be determined to cause a poorer perception of the community when these uses are found in higher concentration adjacent to one another.

**Public Comment**

No public comment has been received to date.

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**FINDINGS**

**Zoning Ordinance Text Amendment**

Clearfield Land Use Ordinance Section 11-6-3 establishes the following findings the Planning Commission shall make to approve Zoning Ordinance Text Amendments. The findings and staff's evaluation are outlined below:

Review Consideration		Staff Analysis
1)	The proposed amendment is in accordance with the General Plan and Map; or	The Policy of the Land Use Element states "Continue to update the City's Land Use Ordinance as necessary to maintain consistency with this General Plan". Land Use Guidelines include improving aesthetics and community image. This proposed text amendment to permit the use in specific zoning districts and to enact separation requirements further accomplishes the purposes of the General Plan and still balances the service-oriented commercial needs of the community.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	Title 11 has undergone several revisions in the last several years and the zoning for Tattoo or Body-Piercing Establishments needed to be addressed.

In addition to the above, the following findings can also be made for the proposed text amendment, as it is in Clearfield City's best interest to regulate the distance of Tattoo or Body-Piercing Establishments for the following reasons:

1. It further implements the goals of the General Plan and Vision 2020, specifically for improving of aesthetics and community image.
2. It should act to limit detrimental effects and improve the perception that high concentration of this use can have on a community.

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## **ATTACHMENTS**

1. Applicant's Request
2. Existing Licensed Businesses in Clearfield
3. Alternative "Exhibit A" Text Amendment for Tattoo or Body-Piercing Establishments
4. Alternative "Exhibit B" Text Amendment for Tattoo or Body-Piercing Establishments
5. Alternative "Exhibit C" Text Amendment for Tattoo or Body-Piercing Establishments
6. Title 4 Business License Language
7. "Regulating Contentious Commercial Uses" Excerpt

**DESCRIPTION OF PROPOSED MAP OR TEXT AMENDMENT**

We, Six Feet Below LLC, would like to propose a text amendment to title 11, concerning current zoning C2 and tattoo and body art facilities. We would like to ask for an amendment allowing existing legal, non-conforming body art facilities to be able to relocate/upgrade their business to a cleaner, newer location. And continue to operate as a grandfathered business in a proper C2 zoned area, with approval from Clearfield City. Not to be within a distance of 2000 feet of another existing body art facility (referenced chapter 13: Supplementary Regulation). We are not asking to allow any new tattoo/body art facilities to enter Clearfield, we are only asking to have the right to relocate to a newer building that will reflect our professionalism, cleanliness, and safety to the Clearfield community.

We have worked very hard over the last 5 years, as a small business, to establish a good reputation with the community and surrounding businesses. As a local business, we bring revenue into Clearfield City, not only from our community, but from surrounding cities and states. All of our artists are Clearfield community members, and take pride in our city. Every year we strive to increase our earnings and good reputation, and have done so at our current location. We plan to continue improving, in a more professional/presentable location. Doing this, we believe the move will reflect well on us, as a small business, and the community. Our business allows us to provide for our families, and children. This amendment will help us continue to grow as artists, family and community members.

Sincerely,

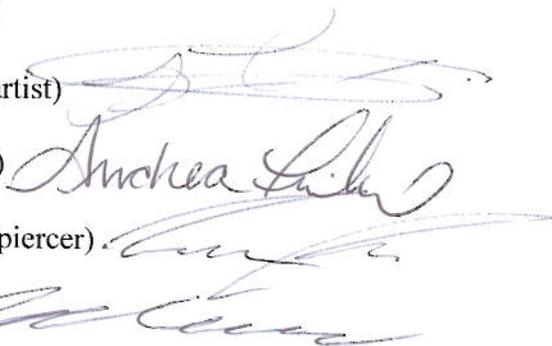
**Six Feet Below LLC**

Kian Kupfer (owner/artist)

Andrea Friebel (artist)

Cameron John (artist/piercer)

Joe Evans (artist)



## ATTACHMENT 2

### Existing Business Licenses for Tattoo or Body-Piercing Establishments in Clearfield

BUSINESS NAME	BUSINESS LOCATION
Frankies Tattoo Parlor	360 S. State, Suite B
J Hammon, LLC	300 S. State
Loyalty Tattoos*	293 S State
Six Feet Below	75 N. Main

*\*Business has not renewed its business license for the 2013 year.*

“Exhibit A”

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*ALTERNATIVE A: C-2 Zoning District with Separation*

Text Amendment for Tattoo or Body-Piercing Establishments

(Revisions shown with CAPS and deletions shown with ~~strikethrough~~.)

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**TITLE 11—LAND USE**

**CHAPTER 3: DEFINITIONS**

**11-3-3: DEFINITIONS:**

TATTOO OR BODY-PIERCING ESTABLISHMENT: Any business that is engaged primarily in the practice of physical body adornment, which includes, but is not limited to the following techniques: body piercing, tattooing, permanent cosmetics, branding, and scarification. This definition does not include practices that are considered medical procedures by the state medical board, such as implants under the skin, which shall not be performed by a tattoo or body piercing establishment. TATTOO OR BODY-PIERCING ESTABLISHMENTS SHALL BE SUBJECT TO ADDITIONAL REGULATIONS SET FORTH IN CHAPTER 13 OF THIS TITLE.

**CHAPTER 11: COMMERCIAL AND MANUFACTURING ZONES**

**ARTICLE B. COMMERCIAL ZONE (C-2)**

**11-11B-3: CONDITIONAL USES:**

The following buildings, structures, and uses of land shall be allowed in the C-2 Commercial Zone upon compliance with the requirements set forth in this Code and upon obtaining a Conditional Use Permit as specified in Chapter 4 of this Code:

Amusement and recreation facilities.

Auditoriums.

Automobile repair.

Churches.

Colleges and universities.

Commercial parking facilities.

Convenience stores.

Daycare facilities.

## “Exhibit A”

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Behavior, Drug, or Alcohol Treatment Facilities.

Motor vehicle sales.

Off-highway vehicle sales.

Pawn and Secondhand Businesses.

Payday Lending Establishments.

Preschools, commercial.

Public uses.

Schools.

Specialized schools.

### TATTOO OR BODY-PIERCING ESTABLISHMENT

Taverns.

Taxidermists.

Veterinary services.

Vocational and technical training facilities. (Ord. 01-05, 2-27-2001; amd. Ord. 01-06, 4-10-2001; Ord. 02-02, 1-22-2002; Ord. 2006-10, 7-11-2006)

### **TITLE 11 – CHAPTER 13 SUPPLEMENTARY REGULATIONS**

#### **11-13-31: TATTOO OR BODY-PIERCING ESTABLISHMENTS:**

##### **A. TATTOO OR BODY-PIERCING ESTABLISHMENT:**

- 1. NO TATTOO OR BODY-PIERCING ESTABLISHMENT SHALL BE LOCATED WITHIN ONE-THIRD OF A MILE (1,760 FEET) OF ANY OTHER TATTOO OR BODY-PIERCING ESTABLISHMENT OR WITHIN 880 FEET OF A PAYDAY LENDING ESTABLISHMENT, PAWN AND SECONDHAND BUSINESS, OR SEXUALLY ORIENTED BUSINESS. THE DISTANCE SHALL BE MEASURED IN A STRAIGHT LINE BETWEEN THE CLOSEST PROPERTY LINES OF THE LOTS ON WHICH THEY ARE LOCATED.**

## “Exhibit A”

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B. CONDITIONAL USE PERMIT:

1. HOURS OF OPERATION WILL BE DETERMINED THROUGH THE CUP PROCESS.
2. APPLICANT WILL DEMONSTRATE PRIOR TO BUSINESS LICENSE APPROVAL THAT THE NECESSARY LOCAL AND STATE HEALTH LICENSING AND PERMITTING REQUIREMENTS HAVE BEEN MET.

C. ESTABLISHMENTS WITH ACTIVE LICENSES BEFORE [DATE HERE]: THE FOLLOWING SHALL ONLY APPLY TO TATTOO OR BODY-PIERCING ESTABLISHMENTS THAT HAD AN ACTIVE BUSINESS LICENSE BEFORE [DATE HERE] IN CLEARFIELD CITY:

1. TERMINATION OF BUSINESS LICENSE. IF A TATTOO OR BODY-PIERCING ESTABLISHMENT FAILS TO RENEW ITS CLEARFIELD CITY BUSINESS LICENSE OR VACATES THE PREMISES, THEN THE BUSINESS AND USE IS DEEMED TERMINATED. BUSINESSES THAT DO NOT MEET ZONING AND SEPARATION REQUIREMENTS SHALL BE CONSIDERED NON-CONFORMING AND WILL BE SUBJECT TO THE PROVISIONS OF CHAPTER 17 OF THE CLEARFIELD LAND USE ORDINANCE.
2. RELOCATION OF EXISTING BUSINESS. ANY OF THE ABOVE LISTED BUSINESSES EXISTING BEFORE [DATE HERE], SHALL BE ALLOWED TO RELOCATE TO A NEW SITE THAT MEETS THE ZONING AND SEPARATION REQUIREMENTS OUTLINED IN THIS SECTION. THE NON-CONFORMING STATUS OF THE PRIOR SITE IS DEEMED TO HAVE BEEN TERMINATED.

“Exhibit B”

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*ALTERNATIVE B: C-2 and M-1 Zoning District with Separation Requirements*

Text Amendment for Tattoo or Body-Piercing Establishments

(Revisions shown with CAPS and deletions shown with ~~strikethrough~~.)

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**TITLE 11—LAND USE**

**CHAPTER 3: DEFINITIONS**

**11-3-3: DEFINITIONS:**

TATTOO OR BODY-PIERCING ESTABLISHMENT: Any business that is engaged primarily in the practice of physical body adornment, which includes, but is not limited to the following techniques: body piercing, tattooing, permanent cosmetics, branding, and scarification. This definition does not include practices that are considered medical procedures by the state medical board, such as implants under the skin, which shall not be performed by a tattoo or body piercing establishment. TATTOO OR BODY-PIERCING ESTABLISHMENTS SHALL BE SUBJECT TO ADDITIONAL REGULATIONS SET FORTH IN CHAPTER 13 OF THIS TITLE.

**CHAPTER 11: COMMERCIAL AND MANUFACTURING ZONES**  
**ARTICLE B. COMMERCIAL ZONE (C-2)**

**11-11B-3: CONDITIONAL USES:**

The following buildings, structures, and uses of land shall be allowed in the C-2 Commercial Zone upon compliance with the requirements set forth in this Code and upon obtaining a Conditional Use Permit as specified in Chapter 4 of this Code:

Amusement and recreation facilities.

Auditoriums.

Automobile repair.

Churches.

Colleges and universities.

Commercial parking facilities.

Convenience stores.

Daycare facilities.

## “Exhibit B”

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Behavior, Drug, or Alcohol Treatment Facilities.

Motor vehicle sales.

Off-highway vehicle sales.

Pawn and Secondhand Businesses.

Payday Lending Establishments.

Preschools, commercial.

Public uses.

Schools.

Specialized schools.

TATTOO OR BODY-PIERCING ESTABLISHMENT.

Taverns.

Taxidermists.

Veterinary services.

Vocational and technical training facilities. (Ord. 01-05, 2-27-2001; amd. Ord. 01-06, 4-10-2001; Ord. 02-02, 1-22-2002; Ord. 2006-10, 7-11-2006)

### **CHAPTER 11: COMMERCIAL AND MANUFACTURING ZONES ARTICLE D. MANUFACTURING ZONE (M-1)**

#### **11-11D-2: PERMITTED AND CONDITIONAL USES:**

B. The following buildings, structures, and uses of land shall be allowed in the M-1 Manufacturing Zone upon compliance with the requirements set forth in this Code and upon obtaining a Conditional Use Permit as specified in Chapter 4 of this Code:

Daycare facilities.

Greenhouses.

Landscape Supply Yards.

Outdoor storage.

## “Exhibit B”

---

### TATTOO OR BODY-PIERCING ESTABLISHMENT.

Sexually-oriented businesses.

Vocational and technical training facilities. (Ord. 2004-13, 7-27-2004)

C. Uses which create traffic hazards, excessive noise, dust, fumes, odors, smoke, vapor, vibration or industrial waste disposal problems for adjacent residential uses shall not be permitted.

### **TITLE 11 – CHAPTER 13 SUPPLEMENTARY REGULATIONS**

#### **11-13-31: TATTOO OR BODY-PIERCING ESTABLISHMENTS:**

##### **A. TATTOO OR BODY-PIERCING ESTABLISHMENT:**

1. NO TATTOO OR BODY-PIERCING ESTABLISHMENT SHALL BE LOCATED WITHIN ONE-THIRD OF A MILE (1,760 FEET) OF ANY OTHER TATTOO OR BODY-PIERCING ESTABLISHMENT OR WITHIN 880 FEET OF A PAYDAY LENDING ESTABLISHMENT, PAWN AND SECONDHAND BUSINESS, OR SEXUALLY ORIENTED BUSINESS. THE DISTANCE SHALL BE MEASURED IN A STRAIGHT LINE BETWEEN THE CLOSEST PROPERTY LINES OF THE LOTS ON WHICH THEY ARE LOCATED.

##### **B. CONDITIONAL USE PERMIT:**

1. HOURS OF OPERATION WILL BE DETERMINED THROUGH THE CUP PROCESS.
2. APPLICANT WILL DEMONSTRATE PRIOR TO BUSINESS LICENSE APPROVAL THAT THE NECESSARY STATE LICENSING REQUIREMENTS HAVE BEEN MET (REWORD HERE AND FIND OUT STATE HEALTH DEPTS LANGUAGE/WORDING)

##### **C. ESTABLISHMENTS WITH ACTIVE LICENSES BEFORE [DATE HERE]: THE FOLLOWING SHALL ONLY APPLY TO TATTOO OR BODY-PIERCING ESTABLISHMENTS THAT HAD AN ACTIVE BUSINESS LICENSE BEFORE [DATE HERE] IN CLEARFIELD CITY:**

1. TERMINATION OF BUSINESS LICENSE. IF ANY OF THE ABOVE LISTED BUSINESSES FAILS TO RENEW ITS CLEARFIELD CITY BUSINESS LICENSE OR VACATES THE PREMISES, THEN THE BUSINESS AND USE IS DEEMED TERMINATED. BUSINESSES THAT DO NOT MEET ZONING AND SEPARATION REQUIREMENTS SHALL BE CONSIDERED NON-CONFORMING AND WILL BE SUBJECT TO THE PROVISIONS OF CHAPTER 17 OF THE CLEARFIELD LAND USE ORDINANCE.

## “Exhibit B”

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2. RELOCATION OF EXISTING BUSINESS. ANY OF THE ABOVE LISTED BUSINESSES EXISTING BEFORE [DATE HERE], SHALL BE ALLOWED TO RELOCATE TO A NEW SITE THAT MEETS THE ZONING AND SEPARATION REQUIREMENTS OUTLINED IN THIS SECTION. THE NON-CONFORMING STATUS OF THE PRIOR SITE IS DEEMED TO HAVE BEEN TERMINATED.

“Exhibit C”

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*ALTERNATIVE C: M-1 Zoning District with Separation and Relocation Clause for C-2*

Text Amendment for Tattoo or Body-Piercing Establishments

(Revisions shown with CAPS and deletions shown with ~~strikethrough~~.)

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**TITLE 11—LAND USE**

**CHAPTER 3: DEFINITIONS**

**11-3-3: DEFINITIONS:**

TATTOO OR BODY-PIERCING ESTABLISHMENT: Any business that is engaged primarily in the practice of physical body adornment, which includes, but is not limited to the following techniques: body piercing, tattooing, permanent cosmetics, branding, and scarification. This definition does not include practices that are considered medical procedures by the state medical board, such as implants under the skin, which shall not be performed by a tattoo or body piercing establishment. TATTOO OR BODY-PIERCING ESTABLISHMENTS SHALL BE SUBJECT TO ADDITIONAL REGULATIONS SET FORTH IN CHAPTER 13 OF THIS TITLE.

**CHAPTER 11: COMMERCIAL AND MANUFACTURING ZONES**

**ARTICLE D. MANUFACTURING ZONE (M-1)**

**11-11D-2: PERMITTED AND CONDITIONAL USES:**

B. The following buildings, structures, and uses of land shall be allowed in the M-1 Manufacturing Zone upon compliance with the requirements set forth in this Code and upon obtaining a Conditional Use Permit as specified in Chapter 4 of this Code:

Daycare facilities.

Greenhouses.

Landscape Supply Yards.

Outdoor storage.

TATTOO OR BODY-PIERCING ESTABLISHMENT.

Sexually-oriented businesses.

Vocational and technical training facilities. (Ord. 2004-13, 7-27-2004)

## “Exhibit C”

---

C. Uses which create traffic hazards, excessive noise, dust, fumes, odors, smoke, vapor, vibration or industrial waste disposal problems for adjacent residential uses shall not be permitted.

### TITLE 11 – CHAPTER 13 SUPPLEMENTARY REGULATIONS

#### **11-13-31: TATTOO OR BODY-PIERCING ESTABLISHMENTS:**

##### A. TATTOO OR BODY-PIERCING ESTABLISHMENT:

1. NO TATTOO OR BODY-PIERCING ESTABLISHMENT SHALL BE LOCATED WITHIN ONE-THIRD OF A MILE (1,760 FEET) OF ANY OTHER TATTOO OR BODY-PIERCING ESTABLISHMENT OR WITHIN 880 FEET OF A PAYDAY LENDING ESTABLISHMENT, PAWN AND SECONDHAND BUSINESS, OR SEXUALLY ORIENTED BUSINESS. THE DISTANCE SHALL BE MEASURED IN A STRAIGHT LINE BETWEEN THE CLOSEST PROPERTY LINES OF THE LOTS ON WHICH THEY ARE LOCATED.

##### B. CONDITIONAL USE PERMIT:

1. HOURS OF OPERATION WILL BE DETERMINED THROUGH THE CUP PROCESS.
2. APPLICANT WILL DEMONSTRATE PRIOR TO BUSINESS LICENSE APPROVAL THAT THE NECESSARY STATE LICENSING REQUIREMENTS HAVE BEEN MET (REWORD HERE AND FIND OUT STATE HEALTH DEPTS LANGUAGE/WORDING)

##### C. ESTABLISHMENTS WITH ACTIVE LICENSES BEFORE [DATE HERE]: THE FOLLOWING SHALL ONLY APPLY TO TATTOO OR BODY-PIERCING ESTABLISHMENTS THAT HAD AN ACTIVE BUSINESS LICENSE BEFORE [DATE HERE] IN CLEARFIELD CITY:

1. TERMINATION OF BUSINESS LICENSE. IF A TATTOO OR BODY-PIERCING ESTABLISHMENT FAILS TO RENEW ITS CLEARFIELD CITY BUSINESS LICENSE OR VACATES THE PREMISES, THEN THE BUSINESS AND USE IS DEEMED TERMINATED. BUSINESSES THAT DO NOT MEET ZONING AND SEPARATION REQUIREMENTS SHALL BE CONSIDERED NON-CONFORMING AND WILL BE SUBJECT TO THE PROVISIONS OF CHAPTER 17 OF THE CLEARFIELD LAND USE ORDINANCE.
2. RELOCATION OF EXISTING BUSINESS. ANY TATTOO OR BODY-PIERCING ESTABLISHMENT EXISTING BEFORE [DATE HERE] WITH A CURRENT BUSINESS LICENSE, SHALL BE ALLOWED TO RELOCATE TO A NEW LOCATION WITHIN THE SAME ZONING DISTRICT IN WHICH IT WAS ORIGINALLY LOCATED. THE NON-CONFORMING STATUS OF THE PRIOR SITE IS DEEMED TO HAVE BEEN TERMINATED.

“Title 4”

---

Title 4 Business Licensing  
Text Amendment for Tattoo or Body-Piercing Establishments

(Revisions shown with CAPS and deletions shown with ~~strikethrough~~.)

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*Title 4, Chapter 1, Section 2, Paragraph A of the Clearfield City Code is hereby amended by adding TATTOO OR BODY PIERCING ESTABLISHMENT under Paragraph A “Classifications.”*

*Title 4, Chapter 1, Section 2, Paragraph B of the Clearfield City Code is hereby amended to read as follows:*

Tattoo or Body Piercing Establishment License: A tattoo or body piercing license shall allow the licensee to conduct business as a tattoo or body piercing business within the city pursuant to additional regulations set forth in this Chapter, Chapter 12 of this Title, and Title 11 of this Code.

*Title 4, Chapter 11, of the Clearfield City Code is hereby enacted to read as follows:*

**Chapter 12**

**TATTOO OR BODY PIERCING ESTABLISHMENT LICENSES**

**4-11-1: APPLICABILITY:**

In addition to all rules and regulations set forth in Chapter 1 of this Title, the regulations contained in this chapter shall apply to tattoo or body piercing establishments.

**4-11-2: LICENSE REQUIRED:**

It is unlawful for any person to engage in the business of conducting a tattoo or body piercing business within the city without first obtaining the licenses required by this Chapter.

**4-11-3: DEFINITIONS:**

In addition to the definitions set forth in other sections of this code, the following words and phrases used in this chapter shall have the meanings herein prescribed:

**TATTOO OR BODY-PIERCING ESTABLISHMENT:** Any business that is engaged primarily in the practice of physical body adornment, which includes, but is not limited to the following techniques: body piercing, tattooing, permanent cosmetics, branding, and scarification. This definition does not include practices that are considered medical procedures by the state medical board, such as implants under the skin, which shall not be performed by a tattoo or body piercing establishment.

**4-11-4: REVIEW AND APPROVAL PROCEDURES:**

The process for review and approval of an application for a retail tobacco specialty business license shall be in accordance with Chapter 1 of this Title. One of the following shall also be provided:

- A. A site plan, drawn to scale, shall include all information necessary to show compliance with the applicable zoning requirements set forth in Title 11 of this Code including the following:
  - 1. Location of the proposed business that includes adjacent properties within 880 feet of the business. The distance shall be measured in a straight line between the closest property lines of the lots on which they are located.
  - 2. All adjacent properties shall be labeled with the existing business name and/or use.
  - 3. Address or tax identification number of any Tattoo or Body Piercing Establishments within 1,760 feet of the property. The distance shall be measured in a straight line between the closets property lines of the lots on which they are located; or
- B. A list of all the businesses and/or uses with addresses or tax identification numbers that are located within 880 feet of the business and any other tattoo or body piercing establishments within 1,760 feet of the property. The distance shall be measured in a straight line between the closest property lines of the lots on which they are located.

**4-11-5: RULES AND REGULATIONS:**

Compliance with Zoning Regulations: Each tattoo or body piercing license shall comply with the applicable zoning requirements set forth in Title 11 of this Code, or the license is subject to denial.

**4-11-6: PENALTY:**

Unless otherwise specified, any person violating any of the provisions of this chapter shall be guilty of a class B misdemeanor and subject to penalty as provided in section 1-4-1 of this code. Each separate day a person violates any provision of this chapter shall be a separate violation.

### Foreword

Certain commercial uses have long been the source of headaches for local planners. This packet focuses on some of the most common ones: tattoo and body piercing businesses, gun shops, alternative financial services, pawnshops, alcohol sales, massage parlors, and sexually oriented businesses. These uses tend to generate controversy within communities due to negative perceptions and potential secondary effects. However, completely banning these uses is most likely not legally justifiable and deprives those residents who do use them. This packet offers a variety of sample zoning and licensing ordinances from communities who place restrictions on these controversial uses but still allow an opportunity for them to locate within their jurisdiction.

It is important to note that some communities have little issue with these uses. Many local governments make no distinction between these uses and other businesses operating in a commercial zoning district. They are either listed as a permitted use or more commonly as a conditional use subject to universal conditional use standards. This is particularly true for tattoo parlors, massage parlors, liquor stores, and pawnshops. Sexually oriented businesses, however, tend to receive special regulatory attention in most communities.

The most common regulation for contentious commercial uses is a distancing requirement between the use and residences, churches, parks, schools, daycares, and other sensitive uses. Additionally, distancing requirements between individual facilities are often used to prevent clustering of these uses. Distancing requirements may appear in either zoning or licensing regulations.

Some of these uses have specific requirements that address particular issues with the use:

- **Tattoo and Body Piercing:** Due to the puncturing of skin, tattoo parlors and body piercing studios tend to have heavy licensing regulations that focus on health and sanitation. These regulations may cover facilities, personnel, and operational practices to protect public health.
- **Gun Shops:** Communities may require gun shops to install security enhancements and maintain certain recordkeeping standards to ensure that guns do not get into the hands of criminals.
- **Pawnshops:** To limit the trafficking of stolen items, pawnshops are usually required to keep records of transactions and to share this information with police. Additionally, regulations may limit finance charges as a protection for patrons that have pledged items.
- **Massage Parlors:** Communities typically require massage therapists to be licensed by the state or local government or to have graduated from an accredited massage school. Additionally, certain operational practices and recordkeeping must be followed. These regulations are used to prevent illegal sexual activity.
- **Sexually Oriented Businesses:** Several specific regulations exist as there are a wide range of business types in this category, from adult bookstores to adult cabarets.

Again, some communities have not found it necessary to place strong restrictions on the uses represented in this packet. But for those planners who are seeking information on how to more carefully regulate these uses while allowing them an opportunity to establish in their communities, we hope you find these resources useful.

**CLEARFIELD CITY ORDINANCE 2013-02**  
**AN ORDINANCE AMENDING TITLE 4 AND TITLE 11 OF THE CLEARFIELD CITY CODE**

**PREAMBLE:** This Ordinance amends Title 4 of the Clearfield City Code by amending Chapter 1 and enacting Chapter 11 of said title and Title 11 of the Clearfield City Code by amending Chapters 3, 11 and 13 of said title regarding the regulation of tattoo or body piercing establishments.

**BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:**

**Section 1. Enactment:**

*Title 4, Chapter 1, Section 2, Paragraph A of the Clearfield City Code is hereby amended by adding TATTOO OR BODY PIERCING ESTABLISHMENT under Paragraph A "Classifications."*

*Title 4, Chapter 1, Section 2, Paragraph B "Privileges" of the Clearfield City Code is hereby amended to include as follows:*

12. Tattoo or Body Piercing Establishment License: A tattoo or body piercing license shall allow the licensee to conduct business as a tattoo or body piercing business within the city pursuant to additional regulations set forth in this Chapter, Chapter 12 of this Title, and Title 11 of this Code.

*Title 4, Chapter 11, of the Clearfield City Code is hereby enacted to read as follows:*

**Chapter 11**

**TATTOO OR BODY PIERCING ESTABLISHMENT LICENSES**

**4-11-1: APPLICABILITY:**

In addition to all rules and regulations set forth in Chapter 1 of this Title, the regulations contained in this chapter shall apply to tattoo or body piercing establishments.

**4-11-2: LICENSE REQUIRED:**

It is unlawful for any person to engage in the business of conducting a tattoo or body piercing business within the city without first obtaining the licenses required by this Chapter.

**4-11-3: DEFINITIONS:**

In addition to the definitions set forth in other sections of this code, the following words and phrases used in this chapter shall have the meanings herein prescribed:

**TATTOO OR BODY-PIERCING ESTABLISHMENT:** Any business that is engaged primarily in the practice of physical body adornment, which includes, but is not limited to the following techniques: body piercing, tattooing, permanent cosmetics, branding, and scarification. This definition does not include practices that are considered medical procedures by the state medical board, such as implants under the skin, which shall not be performed by a tattoo or body piercing establishment.

#### **4-11-4: REVIEW AND APPROVAL PROCEDURES:**

The process for review and approval of an application for a tattoo or body piercing establishment business license shall be in accordance with Chapter 1 of this Title. One of the following shall also be provided:

- A. A site plan, drawn to scale, shall include all information necessary to show compliance with the applicable zoning requirements set forth in Title 11 of this Code including the following:
  1. Location of the proposed business that includes adjacent properties within 880 feet of the business. The distance shall be measured in a straight line between the closest property lines of the lots on which they are located.
  2. All adjacent properties shall be labeled with the existing business name and/or use.
  3. Address or tax identification number of any Tattoo or Body Piercing Establishments within 1,760 feet of the property. The distance shall be measured in a straight line between the closest property lines of the lots on which they are located; or
  
- B. A list of all the businesses and/or uses with addresses or tax identification numbers that are located within 880 feet of the business and any other tattoo or body piercing establishments within 1,760 feet of the property. The distance shall be measured in a straight line between the closest property lines of the lots on which they are located.

#### **4-11-5: RULES AND REGULATIONS:**

Compliance with Zoning Regulations: Each tattoo or body piercing license shall comply with the applicable zoning requirements set forth in Title 11 of this Code, or the license is subject to denial.

#### **4-11-6: PENALTY:**

Unless otherwise specified, any person violating any of the provisions of this chapter shall be guilty of a class B misdemeanor and subject to penalty as provided in section 1-4-1 of this code. Each separate day a person violates any provision of this chapter shall be a separate violation.

*Title 11, Chapter 3, Section 3, Paragraph B "Privileges" of the Clearfield City Code is hereby amended to include as follows:*

### **11-3-3: DEFINITIONS:**

**TATTOO OR BODY-PIERCING ESTABLISHMENT:** Any business that is engaged primarily in the practice of physical body adornment, which includes, but is not limited to the following techniques: body piercing, tattooing, permanent cosmetics, branding, and scarification. This definition does not include practices that are considered medical procedures by the state medical board, such as implants under the skin, which shall not be performed by a tattoo or body piercing establishment. Tattoo or body piercing establishments shall be subject to additional regulations set forth in chapter 13 of this title.

*Title 11, Chapter 11, Article B, Section 3 “Conditional Uses” of the Clearfield City Code is hereby amended to read as follows:*

## **CHAPTER 11: COMMERCIAL AND MANUFACTURING ZONES**

### **ARTICLE B. COMMERCIAL ZONE (C-2)**

#### **11-11B-3: CONDITIONAL USES:**

The following buildings, structures, and uses of land shall be allowed in the C-2 Commercial Zone upon compliance with the requirements set forth in this Code and upon obtaining a Conditional Use Permit as specified in Chapter 4 of this Code:

- Amusement and recreation facilities.
- Auditoriums.
- Automobile repair.
- Churches.
- Colleges and universities.
- Commercial parking facilities.
- Convenience stores.
- Daycare facilities.
- Behavior, Drug, or Alcohol Treatment Facilities.
- Motor vehicle sales.
- Off-highway vehicle sales.
- Pawn and Secondhand Businesses.
- Payday Lending Establishments.
- Preschools, commercial.
- Public uses.
- Schools.
- Specialized schools.
- Tattoo or Body Piercing Establishment
- Taverns.
- Taxidermists.
- Veterinary services.
- Vocational and technical training facilities.

*Title 11, Chapter 13, of the Clearfield City Code is hereby amended by enacting Section 31 to read as follows:*

**TITLE 11 – CHAPTER 13  
SUPPLEMENTARY REGULATIONS**

**11-13-31: TATTOO OR BODY PIERCING ESTABLISHMENTS:**

A. Tattoo or Body Piercing Establishment:

1. No tattoo or body piercing Establishment shall be located within one-third of a mile (1,760 feet) of any other tattoo or body piercing establishment or within 880 feet of a payday lending establishment, pawn and secondhand business, or sexually oriented business. The distance shall be measured in a straight line between the closest property lines of the lots on which they are located.

B. Conditional use permit:

1. Hours of operation will be determined through the conditional use permit process.
2. Applicant will demonstrate prior to business license approval that the necessary local and state health licensing and permitting requirements have been met.

C. Termination of business license. If a tattoo or body piercing establishment fails to renew its Clearfield City business license or vacates the premises, then the business and use is deemed terminated. Businesses that do not meet zoning and separation requirements shall be considered non-conforming and will be subject to the provisions of chapter 17 of the Clearfield Land Use Ordinance.

D. Relocation of existing business. Any existing legal non-conforming tattoo or body piercing establishment within the city which relocates to a new site must meet the zoning and separation requirements outlined in this section. The non-conforming status of the prior site is deemed to have been terminated.

**Section 2. Repealer:** Any provision or ordinances that are in conflict with this ordinance are hereby repealed.

**Section 3. Effective Date:** These amendments shall become effective immediately upon passage and posting.

Passed and adopted by the Clearfield City Council this 12<sup>th</sup> day of February, 2013.

CLEARFIELD CITY CORPORATION

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Donald W. Wood, Mayor

ATTEST:

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Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

# CLEARFIELD CITY RESOLUTION 2013R-02

A RESOLUTION AUTHORIZING THE CLEARFIELD CITY POLICE DEPARTMENT TO APPROPRIATE UNCLAIMED CUSTODIAL AND PERSONAL PROPERTY TO PUBLIC INTEREST USE AND DESIGNATING AND APPROVING THE PUBLIC INTEREST USE OF THE PROPERTY

WHEREAS, the Clearfield City Police Department has in its possession certain unclaimed custodial and personal property which, after proper notice, remains unclaimed; and

WHEREAS, Title 77, Chapters 24 and 24a, of the Utah Code allow the City to appropriate such property for public interest use; and

WHEREAS, it is the desire of the Clearfield City Council to authorize such appropriation to public interest use; and

WHEREAS, the Clearfield City Council further desires to designate and approve the public interest use of said property as being donation to a bona fide charity;

NOW, THEREFORE, be it resolved by the Clearfield City Council that:

1. The Clearfield City Police Department is hereby authorized and directed to appropriate the following unclaimed custodial and personal property to public interest use (see "Exhibit A" attached); and

2. The Clearfield City Council hereby designates that the public interest use of said property listed in "Exhibit A" shall be for donation to a bona fide charity, in this instance, the Friends Board for the Davis County Children's Justice Center which is a 501 (c) (3) entity created for the purpose of raising funds for the Davis County Children's Justice Center programs.

Passed and adopted by the City Council at its regular meeting on the 12<sup>th</sup> day of February, 2013.

ATTEST

CLEARFIELD CITY CORPORATION

\_\_\_\_\_  
Nancy R. Dean, City Recorder

\_\_\_\_\_  
Donald W. Wood, Mayor

## VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

# Memo

**To:** Chief Krusi  
**From:** Officer Fiske  
**Date:** 1-3-13  
**Re:** Bicycle Donation

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The following is a list of 24 bicycles in the evidence room that has exceeded the 90 day limit regarding found/unclaimed property. All of the bicycles were checked NCIC prior to the donation and are negative. This list is eligible for review after 12-23-12.

<u>Case</u>	<u>Date</u>	<u>Description</u>	<u>Serial Number</u>
12-7203	5-30-12	NEXT	GS080704958
12-7203	5-30-12	KENT	G0911067454
12-7615	6-7-12	BLADE	-----
12-7982	6-15-12	KENT	G1007170585
12-7982	6-15-12	NEXT	GS101034600
12-7982	6-15-12	SIMS	
12-8032	6-15-12	ZONE TEAM	-----
12-8032	6-15-12	QUEST	LWDG220422
12-8034	6-15-12	MAGNA	98437730
12-8495	6-25-12	HUFFY	SNABC08K69500
12-8691	6-28-12	ROADMASTER	SFNSD04CG231
12-8773	6-30-12	NEXT	LWJJ042334
12-9320	7-10-12	HUFFY	HBZ09H20243
12-9432	7-12-12	MONGOOSE	ACB10G12486
12-9622	7-16-12	HUFFY	BB00J050285
12-10240	7-28-12	KENT	A91105367
12-10357	7-31-12	PACIFIC	SNFSD06E72955
12-10520	8-3-12	MONGOOSE	F0407002045
12-11051	8-14-12	NEXT	SL05041307
12-11300	8-20-12	ROADMASTER	SNFSD08AC396
12-11614	8-27-12	NEXT	TD1086018318
12-12196	9-8-12	FUZION	-----
12-12472	9-14-12	SCHWINN	1DC05G23908
12-12859	9-22-12	NEXT	DWEB003322

cc: Sgt. Bennett



**Mark Salcedo**  
Commercial Representative

Chevron Pipe Line Company  
2875 South Decker Lake Drive  
Suite 150  
Salt Lake City, UT 84119

January 9, 2013

*Via Certified Mail*

The City of Clearfield  
55 South State Street  
Clearfield, Utah 84015  
Attn: Valerie Claussen  
Attn: Community Development

Re: Request for Consent to Assign those certain Pipeline Easements dated March 20, 2000 (attached to an Agreement of the same date and amended by that certain Addendum to Pipeline Agreement dated May 27, 2008) and March 2000 (collectively, the "Easements") pursuant to Paragraph 14 of each Easement.

Dear Ms. Claussen:

Chevron Pipe Line Company ("Chevron") is the grantee under the above described Easements. Chevron has entered into an agreement to convey the Northwest Products Pipeline System, of which the Easements are a part, to Tesoro Logistics Northwest Pipeline LLC which is a subsidiary of Tesoro Logistics LP. Tesoro Logistics LP (NYSE TLLP) is a fee-based, growth-oriented publicly-traded master limited partnership formed by Tesoro Corporation in 2011 to own, operate, develop and acquire crude oil and refined products logistics assets. The sale is expected to close before April 1, 2013.

We are required to obtain your consent to the assignment of our rights. With that in mind, we would like to request that you consent to this assignment by signing this letter in the space provided below and returning this consent in the enclosed envelope, at your earliest convenience. Should you have any questions regarding this transaction or its effect on the pipeline system, please do not hesitate to contact Melissa Horiuchi at (801) 975-2330.

Thank you. We very much appreciate your assistance with this matter.

Chevron Pipe Line Company,  
a Delaware corporation

By:   
Mark Salcedo

On this \_\_\_\_ day of \_\_\_\_\_, 2013, the undersigned, on behalf of the City of Clearfield, a Utah municipal corporation, hereby consents to the assignment and conveyance of the above described Easements to Tesoro Logistics Northwest Pipeline LLC.

\_\_\_\_\_  
Printed Name:  
Title:

# ADDENDUM TO PIPELINE AGREEMENT

*between*  
**CLEARFIELD CITY CORPORATION**  
*and*  
**CHEVRON PIPE LINE COMPANY**  
*for the*  
**200 SOUTH BRIDGE REPAIR PROJECT**

This Addendum is entered into this 27 day of May, 2008, by Clearfield City Corporation (the "City"), and Chevron Pipe Line Company ("CPL"), both of which may hereafter be referred to collectively as the "Parties" and individually as a "Party".

## RECITALS

WHEREAS, on March 17, 2000 the City granted an easement to CPL for its pipelines running adjacent to Pacific Street and the Union Pacific Railroad Right of Way in Clearfield, Utah (the "Pipeline Facilities"); and

WHEREAS, the Parties previously entered into an Agreement dated March 20, 2000 (the "Agreement") to govern the terms and conditions of their relationship concerning CPL's Pipeline Facilities during the construction of a new highway overpass located at approximately 40 W. 200 South/Center St. in Clearfield; and

WHEREAS, the City is in the process of making repairs to the 200 South/Center Street overpass and approach ramps due to failures in the bridge's approach ramps, embankments, and MSE wall systems (the "Repair Project"); and

WHEREAS, the City's Contractor for the Repair Project needs to first deconstruct and then reconstruct large portions of the approach ramp, embankments, concrete approach slab, and MSE wall on the west side of the bridge structure; and

WHEREAS, the Repair Project will necessitate some excavation near CPL's Pipeline Facilities; and

WHEREAS, the Parties desire to enter into this Addendum and do so willingly and voluntarily in order to make some modifications to the Agreement which are necessary to facilitate the Repair Project;

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions and consideration as more fully set forth below, the Parties hereby agree as follows:

## AGREEMENT

1. SCOPE. This Addendum shall be interpreted in conjunction with the Agreement previously executed by the Parties. However, to the extent that this Addendum conflicts with the Agreement, then this Addendum shall be controlling.

2. **WORK PLAN.** CPL hereby acknowledges it has been provided with and examined copies of the plans and specifications prepared by Geotechnical Design Systems, Inc. for the Repair Project and finds them satisfactory relative to potential impacts on CPL's Pipeline Facilities. Accordingly, the City or its Contractor shall notify CPL of any changes in the work plan or processes that may have a detrimental impact on CPL's Pipeline Facilities.

3. **EXCAVATION REQUIREMENTS.** The following requirements shall apply to the Repair Project being performed by the City or the City's Contractor.

- a. Excavation on the west side of the bridge structure that extends downward to within five feet (5') above undisturbed native soil may be conducted as per the approved plans for the Repair Project. However, once the 5' above native soil excavation depth is reached, CPL shall be notified at least forty-eight hours (48 hrs.) prior to any continued excavation below that depth. Furthermore, all excavation over CPL's Pipeline Facilities which are less than the four foot minimum required depth above undisturbed native soil shall be conducted only with a CPL representative present on the jobsite.
- b. CPL's actual costs to have a representative/inspector present during excavation when necessary as outlined in Paragraph 2 (b) above shall be paid by the City at a rate not to exceed four hundred dollars per day (\$400/day) for a maximum period of five days. Any additional supervision by CPL and all costs associated therewith which extend beyond the initial direct costs of two thousand dollars (\$2,000) paid by the City shall be shared equally by CPL and the City on a fifty-fifty basis, but only up to a total not to exceed figure cumulative figure of five thousand dollars (\$5,000) for the entire costs, both shared by the parties and paid singularly by the City. In other words, if the total of the actual cost for inspection time is four thousand dollars (\$4,000), then the City would pay three thousand dollars (\$3,000) (comprised of the initial two thousand dollars plus the fifty percent (50%) split of the additional costs), and CPL would pay the remaining one thousand dollars (\$1,000). In no event would the amount to be paid by the City under this Addendum exceed three thousand, five hundred dollars (\$3,500).
- c. Any excavation for the Repair Project on the west side of the bridge structure that extends beyond the toe of the MSE wall, approach ramps, or embankments must first be approved in writing by CPL.

4. **SOIL SAMPLING.** The City or its Contractor shall take a sample of the undisturbed native soil at the bottom of the approach ramp on the east side of the bridge structure to demonstrate the settlement characteristics of the soil. A copy of the testing results of said soil sample shall be provided to CPL for its use.

5. **LOCATING AND SURVEYING OF PIPELINE FACILITIES.** CPL, at its own cost, shall have one of its inspectors locate its Pipeline Facilities on the west side of the Repair Project jobsite. The City or its Contractor, at no cost to CPL, shall then have the location of CPL's Pipeline Facilities surveyed as they extend through the jobsite on the west side of the Repair Project. A copy of the survey results shall be made available to CPL for its use.



## AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 20<sup>th</sup> day of March, 2000 (“Effective Date”), by and between **Chevron Pipe Line Company** (“CPL”) and **The City of Clearfield, Utah** (“City”).

**WHEREAS**, the City is the owner of a certain public street more commonly known as Pacific Street located in the NE ½ of Section 2, Township 4 North, Range 2 West, Salt Lake Base and Meridian, David County, Utah (“Property”); and

**WHEREAS**, CPL has two (2) eight and five eighths inch (8 5/8”) outer diameter pipelines crossing the Property as depicted in Exhibit “A” attached hereto and incorporated herein by reference (the pipelines and related facilities are hereinafter collectively referred to as “Pipeline Facilities”); and

**WHEREAS**, City wishes to widen and construct other improvements on and adjacent to the Property, including a highway overpass spanning the Union Pacific Railroad right-of-way located adjacent to and Easterly of Pacific Street (“Street Improvements”); and

**WHEREAS**, the City’s Street Improvements may impact CPL’s Pipeline Facilities which necessitate that the construction of the Street Improvements be conducted in a manner to mitigate possible impacts to the Pipeline Facilities; and

**WHEREAS**, the City and CPL agree to the need for safety in the construction of the Street Improvements to protect the Pipeline Facilities, they have agreed to a process for the construction of the Street Improvements to significantly increase the probability of the safety of the Pipeline Facilities during the Street Improvement construction; and

**WHEREAS**, this Agreement sets forth the terms and conditions for the construction of the Street Improvements on or near the Pipeline Facilities.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the City and CPL agree as follows:

1. **Protection of the Pipelines.** CPL and the City have agreed to perform certain work on the Pipeline Facilities that will allow the Pipeline Facilities to be maintained at their current location during and after the Street Improvements. In order to protect the Pipeline Facilities and to allow them to be maintained in their current location during and after the construction of the Street Improvements (the “Work”), the City also agrees to inform all parties participating in the Work (“Third Parties”) that CPL owns certain Pipeline Facilities in the area of the Work. The Third Parties participating in the Work shall be informed of the terms and conditions of this Agreement and instructed to immediately inform CPL of any deviation in the construction process from that described in this Agreement.

2. **Approval of Construction Methods and Plans by CPL's Engineer.** The City has agreed that prior to the commencement of the Work, the City will submit all plans for the Work to CPL's Engineer, Wil Evans, for review and approval of the design and construction methods for Work that could impact the Pipeline Facilities. The City will also submit any change orders for Work to CPL's engineer for review and approval. Additionally, the City will submit a load bearing profile to Mr. Wil Evans for review and approval prior to commencement of the Work.
3. **Plans, Permits, and Approvals.** The City agrees that it will provide CPL's Engineer a copy of a schedule for the Work. Further, the City will ensure that the Utah Department of Transportation will include CPL in their permit to discharge water. Finally, the City will assist and cooperate with CPL when necessary for CPL to obtain all necessary approvals for the work required on the Pipeline Facilities as a result of the Work described herein.

The City has submitted and CPL's engineer has approved construction drawings included with correspondence dated December 13, 1999 numbered 011023C sheet no. 1 and 6 of 24 from Parsons Brinkerhoff ("Construction Drawings"). These Construction Drawings depict and describe the drilling of all caissons during the performance of the Work. CPL's Engineer has approved the drilling and placement of the caissons in accordance with the Construction Drawings.

4. **Notification of Construction within Fifty (50) feet of the Pipeline Facilities.** The City agrees that the Third Parties participating in the construction of the Street Improvements will be required to inform CPL by phone at least forty eight (48) hours prior to performing any construction within Fifty (50) feet of the Pipeline Facilities. The City also agrees that CPL, at its sole cost and expense, may, in its discretion have an inspector or representative present at such times.
5. **Work Stoppage.** The City agrees that if in CPL's opinion in consultation with AGRA, Inc., ("AGRA") and based on the information available, including the monitoring data hereinafter described, that an Emergency Situation exists, CPL has the authority to require the City and all Third Parties to immediately stop Work at the site. An Emergency Situation exists when the information and monitoring data indicates that the stress or strain on the Pipeline Facilities exceeds the reasonable stress limits of the pipe.

If an Emergency Situation exists, the City and CPL agree that CPL is authorized to request assistance from any Third Parties to do whatever work is necessary at that time to relieve the excess stress limits on the pipe. It is further agreed by the City and CPL that after the excess stress limits on the pipe have been eliminated, the City and CPL will work in good faith to apportion the costs incurred to alleviate the Emergency Situation fairly and equitably between the parties. If an agreement cannot be reached, then the City and CPL agree that neither shall have waived any rights they have against the other to seek payment for such expenses under the laws of the State of Utah.

6. **Installation of Caissons.** The City's Street Improvements require the construction of certain caissons. In order to protect the Pipeline Facilities, the City will require the drilling of all caissons utilized in the Street Improvements. No caissons or pilings will be hammered into the ground.
7. **Exposure of pipes.** During the construction of the highway overpass, the Pipeline Facilities will be exposed for approximately 400 feet. The Pipeline Facilities will remain exposed approximately 180 days or until the soil settlement period has ended. It is therefore necessary that proper care be taken to insure that the pipelines are protected while exposed. The City will require the Third Parties to consult with CPL, and at CPL's discretion, the City will instruct the Third Parties to provide barriers, fencing, or protective covering to shield the pipeline from damage and vandalism.
8. **Inspection of Pipeline.** After the drilling of the caissons has been completed, the City and CPL agree that CPL will be given the right to visually inspect the condition of its Pipeline Facilities and to repair, re-coat, or replace, at CPL's expense, its pipelines as necessary. The City agrees no further Work shall be performed on the Street Improvements that would impact on the Pipeline Facilities until CPL has completed its inspection and CPL's Engineer has provided the City with verbal notification that the inspection has been completed.
9. **Installation of Strain Gauges.** During CPL's inspection of the Pipeline Facilities, the City, at its expense, will retain AGRA to consult with CPL's Engineer to determine the location for installation of strain gauges in and around the Pipeline Facilities at such locations as AGRA, in their expertise, deems necessary and appropriate. These strain gauges shall become part of the system utilized to monitor the settlement of the Pipeline Facilities resulting from the City's Street Improvements.
10. **Placement of Lightweight Fill.** Upon completion of the work heretofore described in paragraphs 8 and 9, the City, in accordance with their specifications, shall place approximately thirty (30) feet of lightweight fill material over the Pipeline Facilities.
11. **Monitoring of the Settlement of the Pipeline Facilities.** The City agrees that it will pay for the work performed by AGRA, to install a monitoring system that will monitor the settlement of the Pipeline Facilities to ensure that the settlement does not exceed CPL's specifications throughout the construction of the Street Improvements. The City and CPL agree that AGRA will submit a plan and budget to the parties prior to the installation of the monitoring system. Further, the City and CPL must agree to the plan and budget for the installation of the monitoring system prior to its installation. The parties agree to operate in good faith to agree on the plan and budget for the monitoring system.

The monitoring shall remain in place and operational until the entire highway overpass construction as contemplated by the Street Improvements is completed and shall continue in effect for Ninety (90) days thereafter. The City agrees that CPL will receive weekly written

reports from AGRA describing the results of the monitoring, and they further agree to inform CPL immediately if the settlement approaches the limits of CPL's specifications.

12. **Execution of New Right-of-Way Agreement.** CPL and the City agree to the execution of a new and updated Right-of-Way agreement in the format attached hereto and incorporated herein as Exhibit "A."
13. **INDEMNITY.** CITY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CPL, CHEVRON CORPORATION AND ITS AND THEIR DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES ("INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR ACTIONS OF ANY KIND, ARISING OUT OF THE INJURY TO OR DEATH OF ANY PERSON, OR FOR LOSS OR DAMAGE TO PROPERTY RESULTING FROM THE WORK PERFORMED HEREUNDER. SUCH INDEMNITY SHALL APPLY WHETHER OR NOT AN INDEMNITEE WAS OR IS CLAIMED TO BE PASSIVELY, ACTIVELY OR CONCURRENTLY NEGLIGENT AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON ONE OR MORE OF THE INDEMNITEES. THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.
14. **Assignment.** This Agreement shall not be assigned, sublet or transferred in whole or in part by either party, except with the prior written consent of the other party to this Agreement, and any attempt to do so without such written consent shall be void.
15. **Notices.** All notices and other communications required under this Agreement shall be in writing, and delivered personally or sent certified mail to the party set forth below:

**CHEVRON PIPE LINE COMPANY**  
651 South Redwood Road  
North Salt Lake City, Utah  
Attn: Right of Way Specialist

**CITY OF CLEARFIELD**  
55 South State Street  
Clearfield, Utah 84015  
Attn: Scott Hodge,  
Director of Public Works

16. **Choice of Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to its choice of law rules.
17. **Negotiation.** In the event of any dispute, claim, question or disagreement arising out of or relating to this Agreement or any provision hereof, the parties shall use their best efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. In the event that any dispute, claim, question, or disagreement arising out of or relating to this Agreement shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder, including fees and costs incurred

18. **Force Majeure.** If the performance of this Agreement by either CPL or City is delayed or prevented by fire, explosion, act of God, breakdown of machinery or equipment, riots, strikes, labor disputes, or similar cause which is reasonably outside the control of the party or parties, such required performance shall be excused due to force majeure. In the event any delay due to force majeure occurs or is anticipated, the affected party shall promptly notify the other party of such delay and the cause and estimated duration of such delay. The affected party shall exercise due diligence to shorten, avoid and mitigate the effects of the delay and shall keep the other party advised as to the affected party's efforts and its estimate of the continuance of the delay. In no event shall City be entitled to any damages of any kind including without limitation, direct, consequential or otherwise whether based in contract, tort, (including negligence and strict liability) or otherwise, or to any adjustment to the compensation payable hereunder because of any delay due to force majeure.
19. **Entire Agreement/Amendments.** This Agreement, and all attachments, specifications or exhibits attached hereto constitute the entire agreement between the parties and supersedes all previous oral and written communications including, specifically, and without limitation, the provisions of any bid, quote, proposal, or request therefor unless and only to the extent such provision is expressly contained herein. No amendment shall be effective unless in writing, specifically referencing this Agreement, and signed by both parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as indicated below, but have agreed that it shall be effective as of the Effective Date first set forth above.

**CHEVRON PIPE LINE COMPANY**

By: George G. Adams

Its: Attorney-In-Fact

Date: March 20, 2020

**CITY OF CLEARFIELD**

By: Curtis Olden

Its: MAYOR PRO TEM

Date: 2/29/2020

**EXHIBIT "A"**

**PIPELINE EASEMENT**

STATE OF UTAH     )  
                                  ) ss.  
COUNTY OF DAVIS)

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **CITY OF CLEARFIELD**, a municipal corporation of the State of Utah (hereinafter "Grantor"), does hereby grant, bargain, sell and convey to **CHEVRON PIPE LINE COMPANY**, a Delaware corporation (hereinafter "Grantee"), a nonexclusive easement (hereinafter "Easement"), thirty-three (33) feet in width over, under, through and along the public streets and rights of way now owned or hereafter acquired by the City of Clearfield in the County of Davis , State of Utah. This Easement is granted subject to the following conditions:

1. Easement Rights

Grantee shall have the right from time to time in the Easement to lay, construct, maintain, repair, renew, replace, protect, inspect, operate, test, change the size of, increase the number of, move, remove, and abandon in place pipelines (hereinafter "Pipelines") for transporting oil, petroleum, petroleum products, gas, the products of each of the same, water, other liquids, gases or other substances. Said Pipelines shall include all surface and subsurface appurtenances and facilities as are reasonably necessary or required in the judgment of Grantee for the operation or maintenance of said Pipelines (including but not limited to valves, fittings, metering equipment, sign markers, electrical cable, and cathodic protection equipment). Any surface appurtenances shall be installed in a manner so as not to impede normal vehicular traffic on any existing roadway owned and maintained by Grantor. Said Pipelines, facilities, and appurtenances are hereinafter collectively referred to as "Pipeline Facilities."

2. Right of Ingress and Egress

This Easement shall carry with it the right of ingress and egress to and from, and access on and along said Easement, with the right to use existing roads for the purpose of exercising the rights granted hereunder. During temporary periods, Grantee may use such portions of the property along and adjacent to said Easement as may be reasonably necessary in connection with exercising the rights herein granted, provided, however, Grantee's incidental ingress and egress to the Easement shall not unreasonably interfere with Grantor's facilities.

3. Pipeline Depth

Grantee shall bury the Pipelines below the surface at such depths, as Grantee may deem appropriate so long as Grantee complies with all applicable regulations regarding the depth of the Pipelines.

4. Additional Pipelines

Grantee has the right to install additional Pipeline Facilities as long as said Pipeline Facilities are placed within the granted Easement. Any additional Pipelines installed in the Easement shall be laid as nearly parallel and as close as practicable to the existing Pipelines.

5. Responsibility for Expenses/Costs

The construction, maintenance, repair, replacement, inspection, removal and servicing of Grantee's Pipeline Facilities shall be at Grantee's sole cost and expense, except: (i) as stated in Section 6, (ii) as Grantee and Grantor may otherwise agree in writing, and (iii) to the extent such installation, maintenance, repair, replacement and/or servicing is required as a result of any negligent act, omission, willful misconduct or breach of this Agreement by Grantor or by Grantor's employees or contractors. Any installation, maintenance, repair, replacement and/or servicing by Grantee shall proceed with due diligence, in a good and workmanlike manner, and in compliance with all requirements of law. In performing such acts, Grantee shall make all reasonable efforts not to interfere or impair Grantor's use or occupancy of the remainder of the property.

6. Relocation

Should Grantor, during the term of this Easement, desire that Grantee relocate any portion of the Pipeline Facilities to a new location, including any Pipelines added to the Easement subsequent to the date of this Agreement, said relocation shall be done by Grantee at the sole cost and expense of Grantor, including all liability arising pursuant to such relocation.

7. Damages

Grantee shall promptly notify Grantor of the occurrence of, and shall compensate Grantor for all damage to growing crops, fences, buildings, livestock, improvements, and landscaping caused by Grantee's usage of the Easement, except to the extent such damage is caused by the negligent act, omission, or willful misconduct of Grantor, its agents, employees or contractors. In addition, Grantee shall restore the same to substantially the condition in which the same existed immediately prior to such damage to the fullest extent practical.

8. Grantee's Right to Keep Easement Area Clear

Grantee shall have the right to cut or otherwise remove all trees, undergrowth, and other obstructions from the surface of the Easement that, in Grantee's judgment, may injure, endanger, or interfere with the exercise of Grantee's rights and privileges herein granted. Grantor will be provided written notification prior to Grantee's clearing of the Easement Area. Grantor will have the right to approve the clearing of the Easement Area; however, such approval shall not be unreasonably withheld.

9. No Impairment by Grantor

Grantor agrees not to build, construct, create, nor permit others to build, construct or create any building, structure, reservoir, improvement, or other obstruction or excavation on the Easement, or in any manner impair or interfere with the present or prospective exercise of any of the rights herein granted, without the prior written consent of Grantee, which shall not be unreasonably withheld or delayed, and in accordance with Section 10.

10. Line Crossing Specifications

In the event Grantee grants prior written consent to Grantor to construct an improvement on the Easement as required in Section 9, Grantor shall construct all improvements in accordance with the specifications set forth in Exhibit A.

11. Abandonment

Grantee may at any time during the term of this Easement permanently abandon said rights by written notice of abandonment to Grantor. Upon such written abandonment, Grantee shall execute and record a quitclaim deed of the rights and obligations granted herein, whereupon this Easement and all rights and privileges herein mutually granted shall be fully canceled and terminated and the Easement will revert to the then property owner(s), except that Grantor's obligations under Section 15 shall not terminate. Upon written abandonment, Grantee shall decide whether its abandoned pipelines will be either (i) promptly removed and the property on which the Easement is located restored, or (ii) left in place so that they are, and at all times in the future remain, in full compliance with applicable laws. No abandonment shall occur except by written notice as set forth herein.

12. Surface Restoration

Any surface of the Easement disturbed by Grantee's work shall be restored to as near its condition before such work as practicable. Except for work performed under Section 6, Relocation, all costs and expense of surface restoration shall be the responsibility of Grantee.

13. Amendments

This Easement may only be amended by written instrument signed by Grantor and Grantee or their successors, legal representatives, assignees or transferees.

14. Assignment

This Easement shall not be assigned by either Grantee or Grantor without the other party's prior written consent; provided, however, Grantee may assign its interest to any affiliate or subsidiary. Further, no such written consent shall be required if a successor to Grantee results by way of merger, consolidation, sale, or transfer, of all or substantially all of its assets and business. In the event Grantee desires to make an assignment to another party which does require Grantor's consent, then such consent shall not be unreasonably withheld by Grantor.

15. Warranty

Grantor represents and warrants that Grantor holds an interest in the land and that Grantor is authorized and empowered by such interest to properly and lawfully grant this Easement to Grantee. Grantor agrees to indemnify Grantee against and reimburse Grantee for any damages to Grantee arising out of any defect in Grantor's title to said Easement. If Grantee is ever required to relocate its Pipeline Facilities because of any defect or inadequacy in Grantor's title, Grantor shall reimburse Grantee for the costs to acquire any easement required for such relocation and for all costs and expenses of relocation of Grantee's Pipeline Facilities.

16. Notices

All notices and other communications required under this Easement shall be in writing, and delivered personally or sent certified mail or via facsimile to the party set forth below:

**Chevron Pipe Line Company**  
Right-of-Way Specialist  
651 South Redwood  
North Salt Lake City, Utah 84107  
  
(801) 539-7555 Fax

**Clearfield City**  
55 South State Street  
Clearfield, Utah 84015  
Attn: Scott Hodge,  
Director of Public Works  
(801) 525-2866 Fax

Notice will be deemed delivered on the date of delivery if delivered in person or on the third (3rd) business day after mailing. Any change in address may be accomplished by delivery of notice in compliance with this Section.

17. Temporary Construction Easement

During the initial construction period for the installation of any new Pipelines or the modification of existing Pipelines, Grantee shall have the temporary use of an additional width as may be needed for the relocation or modification of its Pipelines.

18. Entire Agreement

All existing easements and rights of way granted for the Pipeline Facilities from Grantor to Grantee or their predecessors in interest, including without limitation those certain easements dated August 4, 1949 and September 8, 1952 between Clearfield City and the Salt Lake Pipe Line Company are hereby extinguished and superceded in their entirety by this pipeline easement. This Easement, upon completion of Clearfield City's highway overpass project, shall supersede and terminate the Easement from Clearfield City to the Salt Lake Pipeline Company dated August 4, 1949 and September 8, 1952, and shall constitute the entire agreement between the parties hereto. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, devisees, legal representatives, successors, and assigns of the parties hereto, including all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

19. Negotiation

In the event of any dispute, claim, question or disagreement arising out of or related to this Easement or the breach thereof, the parties shall use their best efforts to settle such disputes, claims, questions or disagreements. To this effect they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If after a period of sixty (60) days, and upon notice by either party to the other, any disputes, claims, questions or differences shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its applicable rules, or alternatively both parties may agree upon another Arbitration service to settle such disputes, claims, questions or differences.

20. Severability

If any provision of this Easement is or becomes illegal, null or void for any reason, or is held unenforceable by a court of competent jurisdiction, the remaining portions of the Easement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Easement this 10 day of March, 2000.

GRANTEE

**CHEVRON PIPE LINE COMPANY**

GRANTOR

**CLEARFIELD CITY**

By: George A. Adams

Title: Right-of-Way Specialist

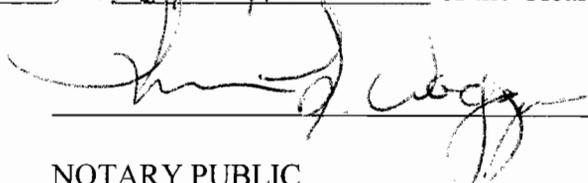
By: Curtis Old

Title: MAJOR PROGRAM

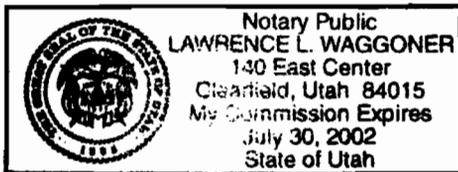
The undersigned hereby acknowledges and affirms to the below named notary public that (1) [s]he appeared before such notary public, holds the position or title set forth above, and, either executed the foregoing document before such notary public or acknowledged to such notary public that the undersigned executed the foregoing document, and that (2) the foregoing document was the act of such corporation for the purpose stated in it.

STATE OF UTAH    )  
                                  )    ss.  
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 24 day of FEB, 2000, by CURT ODA, the Mayor pro tem of the Clearfield City, Grantor.



NOTARY PUBLIC  
Residing at: CLEARFIELD, UT



The undersigned hereby acknowledges and affirms to the below named notary public that (1) [s]he appeared before such notary public, holds the position or title set forth above, and, either executed the foregoing document before such notary public or acknowledged to such notary public that the undersigned executed the foregoing document, and that (2) the foregoing document was the act of such corporation for the purpose stated in it.

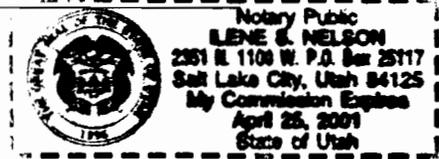
STATE OF Utah )  
COUNTY OF Salt Lake SS.

The foregoing instrument was acknowledged before me this 30 day of March, 2000, by George Adams, the rightaway specialist of **Chevron Pipe Line Company**, Grantee.

Elene S. Nelson

NOTARY PUBLIC

Residing at: \_\_\_\_\_



## EXHIBIT A

### I. **General requirements for buried line crossings**

- A. All buried lines crossing Chevron Pipe Line Company's ("CPL") right-of-way must cross at an angle of 45 degrees or more.
- B. All buried lines must cross under CPL's pipeline. If impractical because of underground structures, heavy rock or extreme depth of CPL pipeline(s), the Natural Team Leader or designee must grant approval for lines to cross over CPL Pipelines.
- C. It is recommended that all buried utility lines crossing CPL's pipeline maintain a minimum of 24 inches between the pipeline and the utility line. The utility shall maintain the same depth of cover across the entire right-of-way. At no time shall the clearance between CPL's pipeline and the utility be less than 12 inches.
- D. All buried lines must be nonmetallic material or have one corrosion test lead installed on both the metallic utility pipe and CPL's pipe. This test lead will provide a means to monitor interference with CPL's cathodic protection system.
- E. CPL's personnel must install the lead on CPL's pipeline and, if requested, CPL will also install the lead on the crossing utility pipe.
- F. Metallic pipe crossings shall be protected by a coating for at least ten feet each side of the CPL right-of-way.

### II. **Specific requirements for buried telephone and cable TV line crossings:**

- A. All buried telephone and cable TV lines shall be installed in accordance with guidelines of the National Electrical Safety Code.
- B. All buried telephone and cable TV lines shall be encased in a rigid nonmetallic conduit across the entire width of the right-of-way.
- C. Proposed telephone and cable TV lines that cross the CPL right-of-way shall meet all the General Requirements.

### III. **Specific requirements for buried power line crossings:**

- A. All proposed buried power lines shall meet the General Requirements.
- B. All buried power lines shall be installed in accordance with guidelines of the National Electrical Safety Code (public utility power and light companies) or the National Electric Code (private power and light companies).
- C. All buried power lines shall be encased in a rigid nonmetallic conduit. It is recommended, but not required, that a slab of concrete, red in color, and at least 2 inches thick by 1 foot wide shall be placed over the conduit. The conduit and concrete slab (if used) shall have a constant depth of

cover and extend across the entire width of the right-of-way. The top of the red concrete slab (if used) shall be at least 24 inches below the CPL pipeline.

- D. All buried power lines shall have signs placed at each edge of the right-of-way to mark the underground cable angle and the path of the crossing. This provision shall not apply in urban areas or where the placement of signs is impractical.
- E. If the proposed underground power cable has a concentric neutral, a test point from the ground wire shall be installed by the power company, and in turn CPL personnel will install a test point from CPL's pipeline. These test points will be utilized for CPL cathodic protection interference tests.

**IV. Backfill requirements for all foreign line crossings:**

- A. Backfilling will be permitted only after all inspections of piping have been performed and test leads are connected if they are required. Backfilling must be with the appropriate specified material and compacted according to the following specifications. Inspections and connecting test leads will be promptly carried out to avoid unreasonable delays in construction.
- B. The pipe zone material shall extend 6 inches under the CPL pipe and 18 inches to the side and 18 inches over the top of the CPL pipe. The material placed in this pipe zone must be free of all rock larger than 1/4 inch, all frozen material, or any organic material. It is preferable that the pipe zone material be clean fine grain sand. If the native trench excavated material does not meet these specifications, imported bedding will be used.
- C. The material above the pipe zone may use native excavated material as long as it is free from brush, perishable material, trash, rocks, or boulders larger than 6 inches in the greatest dimension or frozen material. If the material has rock that exceeds the 6-inch size the material may be run through a grizzly or screen to remove the oversized rock or imported material that meets the specification.
- D. The material that is excavated and replaced in the right-of-way will be replaced and compacted. All compaction within the pipe zone shall be not less than 95 percent of the maximum dry unit weight, as determined by AASHTO T-99, Method D or ASTM D-698, Method D, or compacted to not less than 70 percent of the maximum relative density as determined by ASTM D-2049. If the material is of a sandy nature requiring the ASTM D-2049 test procedure, 10 days must be allowed for the establishment of the relative density. CPL will waive the 10-day requirement if: (1) the contractor provides standard proctors for the materials used at least two days before construction, or (2) the compaction meets County Highway District standards and testing is done by a third party and CPL can observe the procedure. If the contractor proceeds under item (2) above and later it is discovered the compaction is not adequate, the developer at his expense will recompact to meet CPL requirements. During the progress of the work, the CPL Representative may make test of the compacted material to determine the in-place dry unit weight in accordance with one of the following procedures: ASTM D-1556, ASTM D-2167, ASTM D-2922, AASHTO T-191 or AASHTO T-205.
- E. Extreme care shall be exercised during the construction operation to not damage the pipeline coating. Any damage to this coating shall be brought to the attention of the CPL Representative. The damage shall be repaired to the satisfaction of CPL before the operation proceeds.

**V. Specific requirements with regard to pipeline cover:**

- A. The finished roadway surfacing (asphalt surfacing 2 1/2 inches thick) shall be at least 42 inches above the top of the CPL pipeline. If new roadways are constructed, it will be the responsibility of the Developer/Contractor to design the aforementioned clearance into the roadway. Increasing the elevation of the roadway or having CPL lower the pipeline may do this. Note: Paved parking areas are considered to be roadways.
- B. A CPL Representative must be on site while excavation is taking place. All excavation within 24 inches of the CPL pipeline must be accomplished by hand methods. No load will be permitted over the pipeline while this material is being or has been removed. The placement of at least 30 inches of road base must be over the pipeline before any heavy equipment or construction vehicles can be driven over the pipeline.
- C. Any proposed change in cover on the pipeline shall be, reported to the CPL Area Office in Salt Lake. No construction grading or excavation in the CPL right-of-way may be done without a CPL Representative present.

**VI. Landscaping:**

- A. Landscaping on the pipeline right-of-way shall be limited to grass, sod, and shrubbery having root lengths extending less than 12 inches beneath the surface at all times. No trees with root lengths that would interfere with the coating or integrity of the pipeline may be planted in the right-of-way.

**VII. Equipment Crossings:**

- A. Normal loads acceptable to State of Utah Department of Transportation for highway purposes may cross the pipeline at locations where pipeline cover has been determined adequate to handle such loads.

**VIII. Special Provision for Fencing:**

- A. Fences may not be constructed in the right-of-way without identification and marking of CPL pipeline facilities. In general, fences may not run laterally within the right-of-way. Fences crossing the right-of-way may be allowed provided that provisions are made to resolve future access problems.