

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
November 22, 2016 – POLICY SESSION

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

Executive Conference Room
55 South State Street
Third Floor
Clearfield, Utah

6:30 P.M. WORK SESSION

Discussion on the Interlocal Agreement for HAWK Trail Crossing on 1000 East
Discussion on the Interlocal Agreement with the Davis Metro Narcotics Strike Force
Discussion on the Rocky Mountain Power Agreement for Street Light Replacement

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

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

7:00 P.M. POLICY SESSION

CALL TO ORDER:

Mayor Shepherd

OPENING CEREMONY:

Councilmember Young

APPROVAL OF MINUTES:

October 11, 2016 – Work Session

October 18, 2016 – Work Session

October 25, 2016 – Work Session

October 25, 2016 – Policy Session

PRESENTATION:

1. **PRESENTATION BY UTAH MUNICIPAL CLERKS ASSOCIATION (UMCA)**

BACKGROUND: Board members from the Utah Municipal Clerks Association (UMCA) are present to recognize Kim Read, Deputy City Recorder, for earning the designation of Master Municipal Clerk (MMC).

PUBLIC HEARINGS:

2. **PUBLIC HEARING FOR ZONING TEXT AMENDMENTS TO TITLE 11, CHAPTER 3 – DEFINITIONS AND TITLE 11, CHAPTER 11, SECTION 3 – CONDITIONAL USES IN THE COMMERCIAL ZONE AND TITLE 11, CHAPTER 11, SECTION 6 – HEIGHT REGULATIONS IN THE COMMERCIAL ZONE**

BACKGROUND: The request by Dave Clayton, on behalf of Auburn Manor Holding Company, is to remove the terms “Nursing” or “Rest” homes and replace them with the term “Assisted

Living Facilities” in Title 11, Chapter 3 – Definitions and Title 11, Chapter 11, Section 3 – Conditional Uses in the Commercial Zone. Additionally the request was to amend Title 11, Chapter 11, Section 6 – Height Regulations in the Commercial Zone, to change the maximum height regulation from 35 feet to 55 feet. This amendment would be effective within the Land Use Code, a document regulating the development of the City as a whole. The language included in the Planning Commission’s recommendation varies from the applicant’s original request.

RECOMMENDATION: Receive public comment.

3. PUBLIC HEARING FOR A GENERAL PLAN AMENDMENT REQUESTING AN AMENDMENT TO THE MASTER STREETS AND TRANSPORTATION PLAN, WITHIN THE GENERAL PLAN, TO DELETE THE FUTURE EXTENSION OF 1350 EAST FROM THE MASTER STREETS AND TRANSPORTATION PLAN MAP

BACKGROUND: The request by Dave Clayton, on behalf of Auburn Manor Holding Company, to amend the Master Streets and Transportation Plan Map to remove a future minor local road, to accommodate future development of the property in the vicinity of 1450 South 1350 East. The amendment would be effective within the General Plan, a document guiding the development of the City as a whole. The Planning Commission recommended approval of the General Plan Amendment during its meeting on Wednesday, November 2, 2016.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

4. CITIZEN COMMENTS

5. CONSIDER APPROVAL OF ORDINANCE 2016-09 APPROVING THE ZONING TEXT AMENDMENTS TO TITLE 11, CHAPTER 3 – DEFINITIONS AND TITLE 11, CHAPTER 11, SECTION 3 – CONDITIONAL USES IN THE COMMERCIAL ZONE

RECOMMENDATION: Approve Ordinance 2016-09 approving the Zoning Text Amendments to Title 11, Chapter 3 – Definitions and Title 11, Chapter 11, Section 3 – Conditional Uses in the Commercial Zone and authorize the Mayor’s signature to any necessary documents.

6. CONSIDER APPROVAL OF ORDINANCE 2016-08 APPROVING THE GENERAL PLAN AMENDMENT REQUESTING AN AMENDMENT TO THE MASTER STREETS AND TRANSPORTATION PLAN, WITHIN THE GENERAL PLAN, TO DELETE THE FUTURE EXTENSION OF 1350 EAST FROM THE MASTER STREETS AND TRANSPORTATION PLAN MAP

RECOMMENDATION: Approve Ordinance 2016-08 approving the General Plan Amendment requesting an Amendment to the Master Streets and Transportation Plan, within the General Plan, to delete the future extension of 1350 East from the Master Streets and Transportation Plan Map and authorize the Mayor’s signature to any necessary documents.

7. CONSIDER APPROVAL OF THE PURCHASE AND SALE AGREEMENT WITH ROCKY MOUNTAIN POWER TO PURCHASE THE STREETLIGHTS WITHIN CLEARFIELD CITY IN AN EFFORT TO PROMOTE ENERGY EFFICIENCY FOR THE CITY

BACKGROUND: The City Council approved the Energy Performance contract with McKinstry in July of 2016 and as part of that agreement, the City identified the need to purchase the streetlights within its borders from Rocky Mountain Power. Rocky Mountain Power has completed its audit of the streetlights within the City and has prepared a purchase and sales agreement for a total purchase price of \$294,462. In the Energy Performance contract, McKinstry estimated the cost for purchasing the streetlights to be \$332,750.

RECOMMENDATION: Approve the purchase and sale agreement with Rocky Mountain Power to purchase the streetlights within Clearfield City to promote energy efficiency for the City for the purchase amount of \$294,462 and authorize the Mayor's signature to any necessary documents.

8. CONSIDER APPROVAL OF RESOLUTION 2016R-23 AUTHORIZING THE INTERLOCAL AGREEMENT WITH THE DAVIS METRO NARCOTICS STRIKE FORCE

BACKGROUND: Clearfield City is one of several agencies participating in the Davis Metro Narcotics Strike Force. The US Department of Justice (DOJ) has changed its requirements and now requires Interlocal Agreements to be reviewed and updated every year. The most current Interlocal Agreement was last signed in 2004, and even though it is a valid and lawful agreement, the DOJ is requesting new signatures to the agreement to be compliant.

RECOMMENDATION: Approve Resolution 2016R-23 authorizing the Interlocal Agreement with the Davis Metro Narcotics Strike Force Agreement and authorize the Mayor's signature to any necessary documents.

9. CONSIDER APPROVAL OF THE ACQUISITION OF TWO REMNANT PARCELS ADJACENT TO ISLAND VIEW PARK

BACKGROUND: The owner of two very small parcels (TINS: 12-073-0034 and 12-130-0124) located on the southeast corner of Island View Park recently contacted the City expressing a desire to sell the parcels to the City. The parcels are so small (0.039 and 0.01 acres) that they are unusable on their own. Moreover, the City has been maintaining them as if they were part of the park. The City's interest in acquiring the parcels would be to clean up the property lines. The property owner has agreed to sell the properties for combined total of \$2,000.

RECOMMENDATION: Approve the acquisition of Parcel Numbers 12-073-0034 and 12-130-0121 from Residential Mortgage Corporation, contingent upon the seller paying all outstanding taxes and other amounts due, for the combined amount of \$2,000 and authorize the Mayor's signature to any necessary documents.

10. CONSIDER APPROVAL OF AND CONSENT TO THE MAYOR'S PROPOSED APPOINTMENTS OF INDIVIDUALS TO THE PLANNING COMMISSION

BACKGROUND: Amy Mabey recently resigned as a member of the Planning Commission creating a vacancy for a regular member. Mayor Shepherd recommends appointing Michael

Britton, alternate member, to fill the vacancy and Mallory Baudry as an alternate to fill the vacancy created by Michael Britton's appointment.

RECOMMENDATION: Approve and consent to the Mayor's appointment of Michael Britton as a regular member of the Planning Commission with a term expiring February 2021 and the Mayor's appointment of Mallory Baudry as an alternate member of the Planning Commission with a term expiring February 2018, and authorize the Mayor's signature to any necessary documents.

COMMUNICATION ITEMS:

Mayor's Report
City Council Reports
City Manager's Report
Staff Reports

*****ADJOURN AS THE CITY COUNCIL*****

Dated this 17th day of November, 2016.

/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
6:00 P.M. WORK SESSION
October 11, 2016

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Nike Peterson	Councilmember
	Vern Phipps	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Stuart Williams	City Attorney
	Greg Krusi	Police Chief
	Eric Howes	Community Services Director
	Scott Hodge	Public Works Director
	Summer Palmer	Administrative Services Director
	Rich Knapp	Finance Manager
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Daneen Adams – Family Connection Center, Lamont Hampton – Family Connection Center, Beth Holbrook – Waste Management, Jeff Schmidt – Orbital ATK

Mayor Shepherd called the meeting to order at 6:06 p.m.

PRESENTATION BY FAMILY CONNECTION CENTER REGARDING SERVICES AND PROGRAMS

Daneen Adams, Family Connection Center, emphasized the goal of the Family Connection Center was to provide a hand up to residents not necessarily a hand out and reviewed the services offered by the Center. She stated one of those services was to provide a safe place for children during family crisis for up to three days and shared possible scenarios which necessitated that long of care. She added the Center also provided in-home parenting education which allowed mentors to go into homes helping prepare parents and children for Kindergarten. She stated the Center also had a therapy department which provided services to all members of the family.

She explained the Family Connection Center also operated an anti-poverty program. She informed the Council that Clearfield City’s demographic indicated approximately twenty-two percent of its population was at poverty level, one of the highest cities in Davis County, and explained how the food bank distribution was currently administered. She explained because the family support program and anti-poverty program somewhat overlapped the Center also provided a program called “Circles” which brought the two programs together. She introduced Lamont Hampton to the Council.

Lamont Hampton explained he first became aware of the Family Connection Center and its services as a participant, then a volunteer, later as an intern and now he worked to implement the Circles Program. He stated Circles was a twelve week course intended to identify the needs of its participants in order to improve their life situations. He continued the program also provided the necessary skills for success. He reported the program had been highly successful with eighty-two percent of the participants that graduated from the program staying out of poverty. He explained graduates were paired with mentors/allies who were readily available to provide guidance during a crisis. He added the meetings were held once a week and included dinner and childcare. Ms. Adams explained graduates were also taught necessary skills to find a job that would provide a livable wage. She continued to explain the dollar amount of financial assistance that was lost when participants became employed which illustrated the challenge of finding adequate employment.

Mayor Shepherd specifically asked about the success of the Circles Program. Mr. Hampton explained it had been very successful in matching participants with allies and shared an example. Councilmember Phipps inquired about the number of people involved in the Program. Ms. Adams responded there were approximately 20 people per cohort with four cohorts taking place each year. She explained the Program required a lot from the participants and some participants had three or four mentors because people in poverty were in a state of constant crisis and could not make good decisions on their own. Councilmember Phipps asked if the Circles Program was a local or national program. Ms. Adams stated it was a national program which was “evidenced based” and explained how it had been established.

Councilmember Peterson shared a specific example how the mentors/allies helped participants. Ms. Adams explained Davis County was very fortunate to participate in the Program and reported on the return of investment for those participants involved with the Program for one year.

Councilmember Young inquired how the need was determined. Ms. Adams responded the poverty level of Davis County was approximately twelve percent or 310,000 people which included approximately 22,000 children. She stated the average demographic for poverty in Davis County was a single mom with three children. She added when a single mom in crisis was helped it generally stopped inter-generational poverty.

Councilmember Peterson reported Utah led the nation in recognizing poverty as an inter-generational issue and the benefit of breaking the poverty cycle. Ms. Adams added inter-generational poverty was hard on the economy and explained the challenges of migrating people from financial assistance because oftentimes income was less than the assistance.

Mr. Hampton stated the Family Connection Center and the Circles Program needed support from City officials and shared his personal story with the Council.

Mayor Shepherd stated he enjoyed serving on the Board.

PRESENTATION BY WASTE MANAGEMENT REGARDING SOLID WASTE AND RECYCLING

Rich Knapp, Finance Manager, explained the outline associated with the recycling discussion:

- Recycling implementation history and statistics.
- Waste Management update.
- Landfill and recycling.

Mr. Knapp shared a presentation identifying statistics regarding the City's recycling program and reviewed the history of its implementation with the Council. He reported there were 63.8 percent of residents currently participating in the recycling program. He pointed out new residents could opt out of recycling when setting up their utility account and reported City staff received approximately two requests per week from residents that wanted out of recycling. He reviewed the current rates with the Council and emphasized if participation dropped below fifty percent the rate would increase to \$5.72 per can.

Beth Holbrook, Waste Management, reviewed Clearfield statistics since January. She reported recycling was making an impact and shared the following:

- Clearfield City residents had recycled 334 tons.
- It was enough to fill a football field over one foot high.
- It was enough to fill 46 concrete mixer trucks.
- That was three times the weight of a Blue Whale.

She explained Waste Management considered recycling a commodity with value and referred to a graph illustrations and explained the City's recycling statistics. She stated the City's recycling program was off to a good start and suggested it could also be considered a type of diversion.

Ms. Holbrook explained the history associated with recycling and emphasized education was an important part of recycling and shared examples of different educational tools which were available to City residents. She reviewed the ways in which recyclable products could be diverted and reused and the accompanying value.

She suggested the City consider Wasatch Integrated Waste Management District as a partner because it was considered a waste to energy facility. She continued it burned approximately fifty percent of trash it received which was sold as energy to Hill Air Force Base (HAFB) and pointed out there was no guarantee its contract for energy would continue with HAFB in the future. She added recycling would divert and save the City money over a long period of time. She stated Wasatch Intergrated needed a cleaner, more efficient burning product for all levels of garbage and reviewed that facility's processes explaining Wasatch Integrated's diversion and cost analysis proposal of a \$2 fee increase per household. She mentioned it would also need to invest in a transfer station since the lifespan of the current landfill was approximately 24 years.

Ms. Holbrook explained the work associated with Wasatch Integrated processes was designed to increase the value of what was being burned as opposed to the commodities market; therefore,

the diversion amount the City would receive credit for was estimated at five percent, which the City was already accomplishing with curbside recycling.

Councilmember Benson inquired what would happen to Wasatch Integrated if HAFB didn't renew its contract with it. Ms. Holbrook speculated its timeframes would be escalated and suggested the landfill would fill more quickly.

Councilmember Young inquired if the reported diversion rate by Ms. Holbrook was City wide as a whole or per customer. Ms. Holbrook responded it was a City wide diversion rate because sixty percent of its residents participated in the recycling program. She added the first year was the most critical for educating residents.

DISCUSSION ON SOLID WASTE AND RECYCLING SERVICES

Mayor Shepherd announced a tour of the Wasatch Integrated Waste Management District's facility would be part of the next work session. Councilmember Phipps announced the tour would begin at 5:00 p.m. and reviewed the time frame associated with the proposed improvements at Wasatch Integrated. Mayor Shepherd concluded the recycling program with Waste Management, the City's waste collection provider, would continue for at least another year based on the suggested timeline of Wasatch Integrated's facility improvements.

Adam Lenhard, City Manager, requested direction on whether the Council wanted residents to opt-in or opt-out of the recycling program. Councilmember Young suggested the City move toward an opt-out program for recycling. Summer Palmer, Administrative Services Director, believed by doing so it could potentially raise the cost for participating residents. A discussion took place whether the City should allow residents to opt-out of the program and whether participation would decrease below the required fifty percent. Rich Knapp, Finance Manager, estimated staff received approximately two calls per week requesting to opt out.

Councilmember Peterson expressed her opinion recycling should be mandatory because it was a responsible way to dispose of trash. Councilmember Phipps believed if recycling was a social necessity then it needed to be mandatory and if not the service should be allowed to be addressed by the free market. He emphasized he was a fan of recycling and stated he had been recycling for years. He reported Wasatch Integrated had a long term plan for approximately 20 to 30 years in the future and suggested there were other philosophies of recycling other than available space. The discussion continued.

Mayor Shepherd pointed out if the City allowed resident to opt out of the program those remaining in the program risked a rate increase which could potentially lead them to opt out. Councilmember Phipps expressed his opinion the residents who would opt out were those who accidentally ended up in the program. He believed that would not be a high number of residents. Councilmember Benson mentioned when she was questioned as to why the City implemented the recycling program she explained the need for future garbage and landfill options and its potential costs and emphasized she had experienced positive feedback. The discussion continued.

Councilmember Young expressed his opinion the City should encourage the long term management of public resources and the goal should be to allow residents to opt-out because Wasatch Integrated was already pulling out those items which could be recycled. Mayor Shepherd expressed his opinion the City should follow Wasatch Integrated's lead and clarified that would result in the \$2 fee increase per can to residents. Councilmember Young expressed his opinion residents would adapt to the fee increase easier than being forced to recycle with an additional can.

Councilmember Phipps pointed out Wasatch Integrated wouldn't be pulling out paper which he believed should be recycled. He also suggested green waste was a significant impact to the landfill. He also believed there should be an educational component for a recycling program and explained the market philosophy which was encouraging the purchase of recycled items such as paper and paper towels.

Mayor Shepherd clarified the Council would need to give Councilmember Phipps direction whether it was in favor the facility expansion of Wasatch Integrated's facility and the associated fee increase. He continued the Council also needed to determine if the City supported the facility's expansion would it need to continue with the curbside recycle program it currently participated in with Waste Management and a discussion followed. He encouraged the Council to attend the tour of Wasatch Integrated's facility in order to make an informed decision. Councilmember Phipps emphasized the expansion of Wasatch Integrated's facility wouldn't be a financial investment to participants.

Mayor Shepherd mentioned as HAFB modernized and became more efficient, its purchase of the steam currently created by the facility wouldn't be as big of a factor as it had been in the past and suggested there might not be a need for that process in the future. Councilmember Phipps added the purchased steam could be classified as a renewable energy and that was a benefit to HAFB. He mentioned Wasatch Integrated had a contingency plan if it no longer purchased the steam.

DISCUSSION ON SOUTH CLEARFIELD TRAFFIC CONCERNS

Greg Krusi, Police Chief, distributed a handout identifying the Police Department's traffic patrol regions within the City. He stated the current discussion would address concerns in the southern part of the City. He reported the speed trailer had been placed at 400 West 2300 South in May of 2016 to collect data from vehicular traffic and directed the Council to the survey information page included in the handout and reviewed those statistics with the Council. He concluded eighty five percent of the vehicles tracked during an eight day period were traveling at 29 mph or less. JJ Allen, Assistant City Manager, indicated signage was not displayed on the traffic monitoring trailer for those days in order for the study to collect raw data.

Chief Krusi directed the Council to page four of the handout identified as Calls for Service Report which included statistics for the previous four years specific to the three zones and reviewed traffic accident data for the areas with the Council. Councilmember Peterson requested clarification regarding the data and Chief Krusi stated once the vehicle reached Main Street that information could be located on the next page of the report.

Chief Krusi mentioned concern had been expressed regarding statistics between the hours of 7:00 a.m. to 9:00 a.m. and reviewed information regarding incidents in the area between those hours. He informed the Council that patrol officers had been instructed to monitor school zones within the City when not responding to other call.

He reported the City had received grant funding for the purpose of purchasing new smaller speed monitoring devices. He also stated the City had another flashing speed sign similar to the one on the Center Street overpass which was going to be rotated throughout different areas of the City. He continued two of the identified locations were 2300 South and 450 South with another location yet to be identified in the southern portion of the City. He reported Kelly Bennett, Police Lieutenant, had identified the proposed locations and engaged in discussions with property owners regarding placement. He asked if there were questions or direction from the Council.

Councilmember Bush inquired if the provided data for the locations mentioned was similar to what would be collected from other locations within the City. Mr. Krusi responded there would be some variances; however, it was similar to what would be collected in another residential areas.

Councilmember Peterson stated she requested the information so she would be able to respond appropriately to residents' concerns specifically regarding traffic along 2300 South. Chief Krusi pointed out the recipients of the few citations on that street were Clearfield City residents which lived within the neighborhood. Councilmember Peterson expressed concern about the trailer placement and the curve of the road in conjunction with the crosswalk. She suggested painting the street similar to what had been on Chelemes Drive since stop signs weren't a good fit for the road.

Councilmember Benson requested clarification on where the flashing speed signs would be placed and how long would they would be at one location. Chief Krusi responded he didn't know the exact locations for the lights but believed one would be in the specific area of concern being addressed and indicated they would remain at one location for approximately three weeks at a time.

Councilmember Peterson asked why speed bumps were not appropriate for reducing speed. Scott Hodge, Public Works Director, responded there were a number of reasons:

- drivers generally speed up between the speed bumps,
- snow plow issues.,
- And, emergency response vehicles.

Adam Lenhard, City Manager, added speed bumps were also noisy to adjacent homes and shared a specific scenario.

Councilmember Peterson expressed concern regarding kids crossing midblock as opposed to crossing at the stop sign located at 2300 South and South Main given the fact the majority of cars were going just a few miles per hour over the speed limit. Councilmember Young inquired if the 25 mph speed limit was a safe speed for the blind corner and a discussion took place.

Councilmember Peterson explained the challenges associated with the curve and visibility in the area. She suggested patrolling the area and identifying those drivers that didn't stop and then providing information which identified the general area where offenders lived. Chief Krusi responded that request could be accommodated.

The meeting adjourned at 7:55 p.m.

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
October 18, 2016

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Kent Bush	Councilmember
	Nike Peterson	Councilmember
	Vern Phipps	Councilmember
	Bruce Young	Councilmember
EXCUSED:	Keri Benson	Councilmember
STAFF PRESENT:	JJ Allen	Assistant City Manager
	Stuart Williams	City Attorney
	Mike Stenquist	Assistant Police Chief
	Eric Howes	Community Services Director
	Scott Hodge	Public Works Director
	Spencer Brimley	Development Services Manager
	Summer Palmer	Administrative Services Director
	Rich Knapp	Finance Manager
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Julia Collins – Wasatch Front Regional Council (WFRC)

TOUR OF WASATCH INTEGRATED ENERGY RECOVERY FACILITY

The Council participated in a tour of mixed waste processing, a component of Wasatch Integrated Energy Recovery Facility.

Mayor Shepherd called the meeting to order at 7:00 p.m.

DISCUSSION ON THE DOWNTOWN CLEARFIELD SMALL AREA PLAN

Spencer Brimley, Development Services Manager, introduced Julia Collins, Wasatch Front Regional Council (WFRC), to the Council. He shared a visual presentation reviewing the process specific to the development of the Downtown Clearfield Small Area Plan and announced the item would be on the Council’s agenda for a public hearing and consideration of approval during its meeting on Tuesday, October 25, 2016.

Ms. Collins reviewed the timeline of efforts associated with creating the Downtown Clearfield Small Area Plan and emphasized the downtown of a city was the heart of the city which served the following key purposes:

- An economic driver for the city overall
- The center of activity, jobs and commerce

- A walkable and distinct part of the city
- A destination place of civic pride.

She explained a comprehensive public process had taken place including stakeholders which allowed input and ownership of the Plan. She reported a market study had been completed by Zions Bank Public Finance to determine what was feasible which identified the following suggestions:

- Not focusing on the entire corridor
- Focusing on key strategic nodes for retail as opposed to the entire downtown corridor.

She shared an illustration of the Plan map which identified distinct downtown “place types” which outlined the vision specific to each one. She reviewed the guidelines for implementing the vision specific to transportation elements and strategies.

Councilmember Young inquired what street improvements had been suggested by UDOT (Utah Department of Transportation). Ms. Collins referred to Phase Two of Wasatch Front Regional Council’s (WFRC’s) Regional Transportation Plan which spoke to boulevard improvements and indicated the treatments were not yet specified and requested those be identified during that process. She concluded that process was in process and stated the following concepts had been included for consideration:

- Establishment of bike lanes
- Bus lanes
- Sidewalk.

Spencer Brimley stated UDOT had originally been engaged regarding impacts to its road and reported the City had solicited its input specific to the draft Plan and had not received any comments. He directed the Council to page 14 of the draft Plan and reviewed the impacts and opportunities for what could potentially happen in each area.

JJ Allen, Assistant City Manager, pointed out the cross section of the right-of-way would enhance future development and shared some examples identified in the proposal. Mr. Brimley added the illustrated cross sections needed to be consistent with proposed developments of each separate sector. Councilmember Bush mentioned the beautification committee had made suggestions and inquired if those suggestions had been included in the Plan. Mr. Brimley responded staff had developed the analysis based more on what the current public input was regarding potential development. Mr. Allen asked Councilmember Bush if he was looking for something specific which hadn’t been included. Councilmember Bush responded he remembered landscaping along State Street which incorporated trees and flowers to enhance frontage. Ms. Collins referred to page 10 which addressed the landscaping elements She explained the Plan addressed landscaping by discouraging passive, open space and encouraging more active, usable spaces such as pocket parks, plazas, urban gardens, dining and patio spaces.

Mr. Brimley reported the Planning Commission recommended approval of the draft Plan to the Council for future implementation into the General Plan. He stated the Plan was part of a two phased approach and explained when the City applied for the grant WFRC suggested it first draft the small area plan and then consider adoption of a form based code. He continued staff was

currently requesting assistance from WFRC for funding the development of a form based code in conjunction with the Plan.

He explained the City currently applied zoning by use. He continued a form based code was specific to function, design and form rather than the “use” on the property and explained the essence was to consider the built environment and how it interacted and interfaced through a design aspect. Ms. Collins directed the Council to page 10 which identified the Place Type Design Variations and explained the design, look and feel of the buildings was more important than use. She added on page 17 the first recommendation and goal was to modernize the downtown zoning.

Councilmember Peterson mentioned the proposed Clearfield Station development had been a hybrid with a Master Development Plan and inquired how form based code could be implemented with that development. Mr. Allen responded that development had been proposed under the City’s current zoning ordinance located in Title 11 and stated he wasn’t sure how applying form based code to that development would be implemented at this time. Mr. Brimley responded there were options to the City and added the form based code could be a hybrid, stand alone or overlay, and suggested that decision would need to be made by the Council. He believed staff could explore and evaluate the option in order to determine what would be recommended to the Council.

Mr. Allen reiterated the Planning Commission had recommended approval and staff’s intention was for the Plan to become an exhibit to the General Plan. He added staff was in the process of completing a General Plan update. He also stated the Downtown Clearfield Small Area Plan would be considered for adoption by resolution during the Council meeting scheduled for Tuesday, October 25, 2016 which would identify it as “policy” specific to the corridor. He continued it wouldn’t be incorporated into the General Plan until the General Plan was updated. Councilmember Phipps clarified the Plan would be considered a visioning document. Mr. Brimley reviewed the current development which was currently taking place along the downtown corridor which he believed would act as a catalyst to future development and reviewed the proposed timeline for implementation. Ms. Collins added funding wouldn’t become available until the spring of 2017. Mr. Allen emphasized there would be public hearings associated with adoption.

Councilmember Phipps asked how mature form based code was relative to its use by municipalities. Mr. Brimley responded it hadn’t fully been accepted. He continued South Salt Lake had adopted form based code in part for its city and Farmington Station was developed using a hybridized form based code. He stated there was not a lot of history to draw from and suggested the Council consider it a resource or tool to assist the City in accomplishing downtown development. Ms. Collins added she had been involved in South Salt Lake City’s implementation and reported developers liked the predictability of the form based code and shared specific examples.

Councilmember Bush believed a form based code was good for design purposes and expressed concern about the separation of uses. He stated he would like to see a hybrid to ensure the City

got what it wanted in the form of development. Ms. Collins responded a balance would be necessary to ensure acceptability. She directed the Council to Page 7 which included a use table. Mr. Brimley added the City would need to define uses to guide the development and suggested the Council consider form and function to determine what would be appropriate.

Mr. Brimley directed the Council to the Place Types Use Table on page 7 which defined “use” and concurred with Ms. Collins and suggested further discussions on the matter would need to take place regarding appropriate uses. Ms. Collins reported one of the items which was consistently considered in the Plan was the change in retail demand and how to incentivize the commercial and retail component. She continued cities would need to evolve with the changing demand brought on by the convenience of internet shopping. She cautioned the Council about restricting the limited amount of uses in order to provide healthy development providing a variety of destinations and “places”. She added the Plan had explored possibilities for expanding residential uses because it would allow the developer an opportunity to make money in other avenues.

Mr. Allen asked if there any questions or concerns from the Council prior to it coming before them for consideration of approval during its meeting on Tuesday, October 25, 2016. Councilmember Phipps believed the processes used in completing the Plan were new to him and expressed his confidence in the Plan.

DISCUSSION ON WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT FACILITY IMPROVEMENTS

Mayor Shepherd requested the Council share its thoughts and opinions after having toured Wasatch Integrated in order to give Councilmember Phipps direction regarding the City’s position on potential future expansion. Councilmember Bush expressed his opinion the \$2 proposed fee increase would be a good deal to obtain the machine axe and the new transfer station. Councilmember Young believed the improvements should be considered as long term management of the facility. Mayor Shepherd recalled two years ago the improvements and associated costs wouldn’t have been considered, but now it was not only needed but justified. A discussion took place regarding the recycling process and Mayor Shepherd pointed out the improvements not only had a recycling benefit but contributed to the efficiency of the facility.

Councilmember Phipps pointed out there would be a need for the transfer station within the next 5 to 10 years whether or not the improvements were completed at Wasatch Integrated, and believed that would place the District and landfill in good positions for the future. Councilmember Peterson stated witnessing the capabilities at the facility would allow a better opportunity for residents to opt out of the recycling program while still accomplishing the end goal of recycling. Mayor Shepherd commented if the City chose to discontinue curbside recycling it should provide locations for and encourage paper recycling since the facility wouldn’t be separating that product.

Summer Palmer, Administrative Services Director, requested clarification if the Council desired to continue with not allowing residents to opt-out of the current curbside recycling program until the new program and subsequent fees were implemented or if it wanted to implement an annual

opt-out window beginning in January 2017. Councilmember Phipps believed it would calm residents who believed they were being pushed into something if they were allowed to opt out. Mayor Shepherd suggested waiting until new fees were implemented in 2018 and a discussion took place. The Council concluded it was too early to begin an annual opt-out window since the Wasatch Integrated Board had not formally approved the improvements and subsequent fee increase.

DISCUSSION ON TITLE 11, CHAPTER 9 – ACCESSORY BUILDING REGULATIONS

Spencer Brimley, Development Services Manager, reminded the Council concern had been expressed from a resident back in June during a City Council meeting regarding accessory building regulations. The Council discussed the issue during its work session on Tuesday, August 16, 2016 at which time the Council directed staff to evaluate the City's current regulations for accessory buildings in residential zones. He stated the Planning Commission had discussed the issue and drafted amendments and recommended changes to the ordinance. He presented the current regulations and the proposed amendments submitted by the Planning Commission. He commented if the Council didn't agree with the proposed amendments a discussion could take place regarding other options.

Mr. Brimley shared a presentation and announced he had completed research to determine why regulations were changed in 2009 and was unsuccessful in determining the reasons behind the changes. He referred to the presentation and reviewed the items which could be further explored by the Council:

- Proximity of accessory buildings to other lots
- Easements
- Corner lot regulations
- Building code
- Limited coverage ratio in a rear yard only. He explained the current ordinance identified two specifics: the entirety of the lot and the percentage associated with the main building and any other structures on the site. He continued other cities regulated the rear yard coverage.
- Increasing the current minimum setback distance
- Including all impervious surface in the calculation for "lot coverage." He reported this was something that Layton City identified in its ordinance specific to accessory buildings.

Mr. Brimley reported two public comments were made during the Planning Commission's public hearing which summarized to be about why the City decreased the lot coverage regulation and a desire to allow the height of an accessory building to be 18 feet.

He informed the Council that the Planning Commission recommended approval of staffs' recommendation and reviewed the current regulations with the Council:

- Accessory buildings could be up to 10 feet in height.
- Shall be no less than two feet from the property line.
- Accessory buildings between 10 and 20 feet in height had to be located at least eight feet from the property line.

- Lot coverage ratio of forty percent.
- Combined footprint of accessory buildings shall not exceed fifty percent of lot.
- Detached garages and carports were to be finished to match the exterior of the main building.

Mr. Brimley also reviewed the recommended amendments to the ordinance:

- Lot coverage ratio for all buildings, including main and accessory buildings shall be not more than thirty-five percent as opposed to the forty percent.
- The combined footprint of all accessory buildings shall not exceed forty percent of the footprint of the main building as opposed to fifty percent.

He mentioned staff hadn't looked at Layton City's ordinance in drafting the proposed amendments. He reported the following cities' ordinances had been consulted: West Point, Syracuse, Roy and Clinton in addition to a few in Salt Lake County.

He mentioned the proposed language for the ordinance would separate buildings under 200 square feet in size and those over 200 square feet in size and anything over the 200 square feet would require a building permit. Mr. Brimley reviewed options the Council could consider:

- Increase height measurement to more than 15 feet at the midpoint.
- Change lot coverage for the entire lot to include all hard surfaces.
- Allow for lot coverage or rear yard only.
- Limit overall height of buildings.
- Require additional setback as height increased.

He explained how the height of the accessory buildings would be limited or based on the roof pitch and shared some visual examples. A discussion took place and Councilmember Young suggested the height adjacent to a joint property line be regulated as well. Mayor Shepherd inquired if a detached garage would be required to follow the same guidelines. Mr. Brimley responded the only difference between garages and carports was they were required to match the main building and other language had been left as it was.

Councilmember Peterson believed if a building permit was required for the accessory building the City's design standards should govern. Mr. Brimley referred to illustrations in the presentation specific to roof pitch and explained the lot coverage ratio had been reduced and a discussion continued. Councilmember Bush expressed concern about not regulating accessory buildings under 200 square feet because no permit was required. Mr. Brimley responded site plan approval was still required even without the building permit requirement and reported no jurisdiction required a permit; however, Syracuse City allowed garages and accessory buildings as conditional uses and stated he wasn't in favor of that and the discussion continued about allowable height. Members of the Council expressed concern regarding specific scenarios and examples were shared. Councilmember Peterson expressed her initial intent for amending the ordinance was to allow residents the opportunity to easily purchase or build a simple shed for the purpose of storing belongings to improve the aesthetics of their property.

JJ Allen, Assistant City Manager, mentioned another regulating factor was the percentage of the lot that was covered by the accessory building. Mr. Brimley explained the formula to determine what size accessory building would be allowed on a quarter acre lot with the forty percent ratio

and a 1500 square foot home. He clarified the reduction of percentages was intentional to disallow the construction of a large structure to protect the integrity of the surrounding properties and the discussion continued.

Mayor Shepherd pointed out the plastic Lifetime sheds were approximately 150 square feet and suggested as long as the accessory building complimented the property as opposed to detracting from the home it should be acceptable. He believed there were some older properties within the City in which an accessory building large enough to park a RV in shouldn't be allowed. He was in favor of the size being gauged by a percentage of the house.

Councilmember Young inquired if tin was an allowed product for use on an accessory building. Mr. Brimley responded the code required exteriors of accessory buildings to be built with a finished all weather exterior material and detached carports and garages had to meet the main building specific to materials and colors. Mayor Shepherd believed any structure over 200 square feet should meet that requirement and suggested it not be based on whether the usage was that of carport or garage and a discussion took place. Mayor Shepherd mentioned something similar to a Tuff shed or something that could be purchased from Costco should be allowed and a discussion took place specific to allowed products for a greenhouse accessory building. Mr. Brimley added a 20 foot by 10 foot greenhouse was a large greenhouse and stated he didn't receive many requests for that use and didn't believe it was an issue. He suggested the Council focus strictly on accessory buildings. Councilmember Peterson suggested leniency for accessory buildings under 200 square feet.

Mr. Brimley asked the Council if it preferred the following proposed language: Accessory buildings shall be built with a finished all-weather material and accessory buildings in excess of 200 square feet shall be finished to match the exterior of the main building.

Mr. Allen asked if there was consensus on the height question. Mr. Brimley didn't believe there was and informed the Council that the proposed ordinance would be drafted based on the Planning Commission's recommendation and any changes from the Council would need to be pointed out during the policy session and a discussion took place.

Councilmember Peterson stated she was in favor of the Mayor's recommendation about the height being proportionate to the existing structure on the property. Mr. Brimley mentioned the maximum height in the R-1, residential, zone was 35 feet. Mayor Shepherd suggested based on that height and the percentage calculation, an accessory building could be 26 foot tall. Mr. Brimley pointed out the current code measurement was "peak" height; therefore, depending on the roof it could still be 40 feet tall and the discussion continued.

Councilmember Peterson suggested capping at a certain height or a not to exceed seventy percent of the structure, whichever was less. Mr. Brimley clarified the current regulation was "peak" measurement and proposed regulation would be "mid-point" and if so he believed it would be appropriate to change that measurement for all structures to be measured consistently.

Councilmember Phipps believed the proportion of the structure should lend itself to the aesthetic quality of the accessory building and the discussion continued. Councilmember Peterson

expressed her opinion once the structure reached 15 to 20 feet tall at the peak it no longer should be considered “accessory.” Mr. Brimley stated the input received by staff was a request to consider height of accessory buildings to determine something that would be acceptable to the public as well as the City. He added the public had been requested increasing the height of the buildings substantially from 10 to 18 feet on a midpoint at a minimum and the discussion continued. He explained the pitch was indicative to the midpoint and staff’s reasoning was the midpoint was considered a concession to the public in allowing a larger building while at the same time protecting adjacent property owners. The discussion continued to take place specific to height and setbacks and Mr. Brimley reported Roy City had comparable older and smaller lots which allowed accessory buildings. He stated if the Council believed the 15 feet to the midpoint was going to allow buildings larger than it desired staff would need that direction in order to provide the regulation consistent with the Council’s direction.

Councilmember Young expressed confusion with the midpoint philosophy and Mr. Brimley responded a midpoint measurement didn’t include the “peak” part of the roof because it’s unusable space; the building itself was so tall and the City had no interest related to the top of the structure. Councilmember Peterson believed it would be used and the look of the building still affected the skyline. Mayor Shepherd agreed with Councilmember Peterson it would be used. Councilmember Phipps pointed out the inside usable space shouldn’t be the consideration but rather the aesthetics on the outside. Councilmember Peterson suggested the City had the obligation to ensure the integrity of the neighborhood as there was a reasonable expectation for certain looks within the City.

Mr. Brimley clarified the Council preferred a peak measurement over a midpoint measurement. He clarified the current minimum setback was two feet off the property line for a building up to 10 feet in height with a maximum setback of eight feet with a maximum height of 20 feet. Members of the Council believed the eight foot setback was too much. Mr. Brimley mentioned the Council could designate an incremental setback and explained the justification for the incremental setback in conjunction with the height. A discussion took place taking into consideration older homes and lots compared to newer homes on larger lots. Councilmember Bush expressed concern regarding the height restriction and detached garages. Mayor Shepherd suggested a height of up to 20 feet maximum but a not to exceed the height of the house and a discussion took place specific to garages. Mr. Brimley didn’t believe it was necessary to regulate structures under 200 square feet because most of those were simple pre-fabricated storage sheds.

Mr. Brimley clarified the following:

- Anything over 200 square feet the exterior would need to be meet design criteria.
- Anything over 200 square feet - height requirements as follows: 10 feet to the peak, 20 feet maximum not to exceed the height of the house.

Mr. Allen requested clarification regarding setbacks. He stated the ordinance in place currently stated two feet off the property line with a maximum height of 10 feet to the peak. He continued anything higher than that would require an eight foot setback from the property line. Councilmember Bush stated he didn’t think 20 feet in height and two feet from the property line was excessive and a discussion followed. Councilmember Phipps stated he was in favor of the incremental allowance. Mayor Shepherd also expressed agreement as well as other members of

the Council. Mr. Brimley pointed out the City had attempted to be consistent specific to distance from property lines and configuration of the lots within the City as sometimes rear and side yards don't always match up. Councilmember Bush pointed out the eight foot setback requirement could potentially become junk storage and the discussion continued regarding that unusable space. Mr. Brimley clarified the setback was a minimum two feet and for every additional foot in setback, two feet in height would be allowed.

Mr. Brimley stated language specific to storm water needing to be maintained on the property, with no run-off being permitted, would be included in the ordinance. He inquired if the Council agreed with keeping the current lot coverage requirements for accessory buildings. He informed the Council that the proposed language was forty percent of the parcel but the combined footprint could only exceed fifty percent of the footprint of the main building and explained that interpretation. The Council agreed with the proposed language.

Mr. Allen clarified the ordinance that would come before the Council during its meeting on Tuesday, October 25, 2016. He pointed out the staff report and proposed ordinance would be the Planning Commission's recommendation to the Council. He stated staff would provide additional language resulting from the Council's discussion.

Councilmember Bush inquired if the two foot setback was required to be an impervious surface to eliminate weeds. Councilmember Peterson disagreed with that requirement because of the expense associated with it.

DISCUSSION ON THE AMENDED SUBDIVISION PLAT FOR THE UNIVERSITY RIDGE SUBDIVISION LOCATED AT APPROXIMATELY 938 SOUTH 2000 EAST TO CREATE A MEDICAL OFFICE CONDOMINIUM BUILDING

Spencer Brimley, Development Services Manager, explained John Hansen, developer for University Ridge subdivision, had requested the commercial building be divided into two separate individually owned portions. He explained the proposal would amend the subdivision plat from the original submission and would be on the agenda for consideration on Tuesday, October 25, 2016. He reported a dentist would be occupying the building to the north.

DISCUSSION ON THE AMENDED SUBDIVISION PLAT FOR UNIVERSITY RIDGE SUBDIVISION LOCATED AT APPROXIMATELY 938 SOUTH 2000 EAST TO CHANGE THE STREET ALIGNMENT AND REMOVAL OF THE CUL-DE-SAC

Spencer Brimley, Development Services Manager, explained the request would realign the street in the University Ridge subdivision. He reminded the Council the original subdivision plat identified a cul-de-sac at the end of the street because the developer didn't want through traffic to the adjacent parking lot. He continued the City had required some sort of a gate for potential future access. He reported as the development of the subdivision began near the cul-de-sac, the developer had recognized it would be advantageous to remove the cul-de-sac and connect the street to the parking lot allowing through traffic.

Mayor Shepherd requested clarification the road would connect directly to the parking lot. Mr. Brimley responded in the affirmative and explained it would potentially connect to the adjacent development. Councilmember Bush asked if Sundowner Condominiums had agreed with the possible future connection. Mr. Brimley responded that hadn't yet been agreed to, however, it was the intent to provide a connection at some time in the future. Councilmember Peterson suggested that be in place prior to authorizing the amendment. Councilmember Bush believed Sundowner didn't want the connection. Mr. Brimley emphasized the street alignment wouldn't yet connect to Sundowner. Mayor Shepherd expressed traffic would be funneled through the parking lot used by AAA.

JJ Allen, Assistant City Manager, explained the lease addressed the easement on the parking lot property and AAA had been aware of the possibility of the road. He continued the Master Streets Plan which was part of the General Plan also identified that connection.

Mr. Brimley explained the development of lot 15 and the cul-de-sac had created challenges and believed the proposed amendment was the best option. Mr. Allen added the alignment and the proposed detention basin also contributed to the challenges in the area and indicated the contractor had suggested bringing the road into the parking lot. He reported the developer initially was opposed to thru traffic on the street from employees of the office building accessing the parking lot and the City agreed it be gated until development of the park took place. He continued during the construction process the developer determined access would be more appropriate than a gate.

Councilmember Bush clarified Mr. Hansen would no longer have objection to AAA employees driving through the street to get to the parking lot. Mr. Allen clarified that was his request and reported staff was supportive of the amendment. Mr. Brimley reported the Council would consider approval of the item during its meeting on Tuesday, October 25, 2016.

DISCUSSION ON THE INDIGENT DEFENSE RFP (REQUEST FOR PROPOSAL)

JJ Allen, Assistant City Manager, explained the Sixth Amendment Center recently issued a report about provisions for indigent defense and reported the findings were applicable to Justice Courts. He informed the Council that one of the findings was that a contract in which the public defender received a monthly payment, regardless of the number of cases, was problematic. He clarified the report suggested under that type of payment schedule defendants weren't receiving the legal counsel they deserved. He announced a better approach was a fixed rate per case.

Mr. Allen also reported the City's current public defender contract was about to expire and a bid process was initiated to contract for those services. The City received four bids and announced the submission of Skeen & Robinson was deemed not only the lowest rate per case, but the firm was also prepared to provide more than one attorney. He stated staff was recommending approval of that action.

Councilmember Young requested clarification regarding the difference between the two payment options. Mr. Allen responded the judge assigned the cases to the attorney and shared a possible scenario. Stuart Williams, City Attorney, explained how a flat fee per case would benefit the City

and the defendant at the same time. Mr. Allen stated the change in services would probably affect the amount of funds appropriated for indigent defense.

DISCUSSION ON PLANNING COMMISSION APPOINTMENTS

Mayor Shepherd announced Amy Mabey had resigned her position on the Planning Commission leaving a vacancy. He recommended appointing Michael Britton as a regular member on the Planning Commission leaving a vacancy for an alternate position. He reminded the Council interviews recently took place for the Planning Commission and recommended appointing Mallory Baudry as an alternate member to the Planning Commission.

The meeting adjourned at 9:14 p.m.

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:30 P.M. WORK SESSION
October 25, 2016

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Nike Peterson	Councilmember
	Vern Phipps	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	JJ Allen	Assistant City Manager
	Stuart Williams	City Attorney
	Mike Stenquist	Assistant Police Chief
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Scott Hodge	Public Works Director
	Spencer Brimley	Development Services Manager
	Summer Palmer	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder
EXCUSED:	Adam Lenhard	City Manager
	Greg Krusi	Police Chief

VISITORS: Tim Roper – Planning Commission Chair.

Mayor Shepherd called the meeting to order at 6:30 p.m.

DISCUSSION ON PARTICIPATION IN A SIDEWALK GRANT FOR 1000 EAST

Scott Hodge, Public Works Director, reported Wasatch Front Regional Council made the City aware of a grant opportunity from the Utah Transit Authority which focused on enhancing transportation for seniors and individuals with disabilities living near rail stop areas. He reported the City applied for the grant to be used for a sidewalk project along 1000 East and north of Antelope Drive, near the Frontrunner station. He informed the Council that the City had been notified in August it was awarded grant funding of \$19,600 to be used toward the sidewalk project, which was estimated to cost \$24,500. He stated there was a resolution for Council’s consideration during the policy session and explained the City would be obligated to complete a significant list of items in conjunction with accepting the grant funding.

Mr. Hodge reported staff was still trying to determine whether it was beneficial to accept the grant funding and meet all required obligations or whether it wanted to complete the project using City staff and estimated that would cost the City approximately \$10,000.

Councilmember Bush clarified the sidewalk would begin at 1700 South and continue north to the apartments. Mr. Hodge responded the sidewalk would end at Gus Kallas' driveway. Councilmember Peterson inquired why the sidewalk would not continue north of the Oakstone Apartments in front of the vacant field. Mr. Hodge reported that portion would be included with the development of the rail stop. He stated the five foot sidewalk would be next to the curb and gutter due to the current right-of-way and indicated a fence was also included near the irrigation ditch. JJ Allen, Assistant City Manager, asked if more right-of-way would be acquired once Mr. Kallas' property was developed. Mr. Hodge responded that would be an option or condition with the development of that property.

DISCUSSION ON THE ACQUISITION OF REMNANT PARCELS OF PROPERTY ADJACENT TO ISLAND VIEW PARK

JJ Allen, Assistant City Manager, explained there were two small triangular parcels of property located in the southeast corner of Island View Park adjacent to a City street which were owned by Residential Mortgage, or Lynn Jenkins. He informed the Council that a member of the family had approached the City expressing their willingness to sell those to the City. He indicated the property owner had no use for the parcels in their current state.

Mr. Allen reported on the negotiations which had taken place with the family representative regarding the cost for the acquisition of the parcels and stated the final proposal was \$2000, if approved by the Council. Councilmember Peterson asked how the remnant parcels were created. Spencer Brimley, Development Services Manager, explained how similar circumstances created remnant parcels from time to time. Eric Howes, Community Services Director, emphasized nothing distinguished the parcels from Island View Park property.

Councilmember Benson inquired what would happen if the parcels went to a tax sale. Mr. Allen responded the City could then purchase them for approximately \$750; however, the owner could potentially pay the taxes eliminating the opportunity for the City to purchase the parcels. A discussion took place specific to the option in purchasing the parcels.

Mr. Allen stated staff was recommending purchasing the parcels for \$2000 and the execution of a quit claim deed. He informed the Council that the amount of delinquent taxes owed on the parcels was approximately \$183 and a discussion took place regarding the proposed purchase price.

The Council agreed to consider the purchase for \$2000. Mr. Allen stated approval of the property purchases would be placed on the next agenda.

DISCUSSION ON COMMUNITY ARTS PROGRAMS AND SERVICE LEVEL

Eric Howes, Community Services Director, announced he was proud of the City's current arts program and what had been accomplished. He indicated the time had come to evaluate the whether to expand the service level and staffing.

He referred to Vision 2020 which his staff used to determine programming and pointed out two goals specific to the arts: 1) Foster resident involvement and community awareness through recreation, arts and education by creating a front porch oriented arts program implementing a summer concert series, outdoor movies in the park and converting the old City hall into a performing arts center, and, 2) Celebrate, accentuate and support the City's cultural, ethnic and aged based diversity through developing a variety of cultural based programs, educational opportunities, language classes, cultural heritage class workshops and annual events.

He described how the department was currently structured and how it had been reorganized in 2013. He stated in conjunction with the reorganization, a part-time position was implemented to run the arts programs. He continued the current Strategic Plan, which was implemented last fall and which replaced Vision 2020, identified goals which needed to be carried over budget years and one of the those goals spoke directly to set the standard for City programs.

He distributed a hand-out reflecting the current programming for fiscal year 2017 and the proposed programs which could be recognized with the expansion opportunity as well as opportunities which could be further investigated for potential additional programming. He believed there was the possibility for additional growth associated with the arts which would necessitate a full time position.

Councilmember Bush moved to adjourn the work session and reconvene in a City Council policy session at 6:57 p.m., seconded by Councilmember Benson. All voting AYE.

The work session reconvened at 9:10 p.m.

Mr. Howes, directed the Council to the second page of the handout and explained the listed programs had been identified for programming over the next two years. He mentioned the existing youth programs were extensions of programs which had been added during the past summer and were proposed additions for the coming season.

He directed the Council to the new arts programming opportunities and stated they would be directly associated with the proposal for additional staffing hours. He stated individuals had proposed those classes be offered at the Arts Center. Councilmember Young expressed concern regarding the addition of dance programs and suggested the City might not want to compete with the private sector. Councilmember Peterson liked the idea of the dance programs because they offered something not of a competitive nature or significant commitment on behalf of the participant. Mr. Howes believed the dance programs offered by the City were something not available in the private sector and a discussion followed.

Mr. Howes indicated although some of the programs were offered through the private sector, interest had been expressed to rent space at the Arts Center. He emphasized some of the identified programs would not necessarily be offered on behalf of the City; rather, the instructor would be renting space for the activity.

Councilmember Peterson asked if the proposed programs would be self-sustaining or whether the subsidy would be significant on behalf of the City. Mr. Howes responded the Community Services Department used a cost recovery model to determine pricing for all programming and emphasized it was based on the benefit received and explained its implementation. He suggested new programs would be based on that model, taking into consideration the current cost recovery and adjustments needed. He mentioned staff was still in the process of fully implementing the model across all programs.

Mr. Howes announced the reasons for the current discussion was to determine if the Council was still in favor of the philosophy and direction of the City's arts programs and to see if the Council was willing to increasing staffing hours to accommodate the expansion.

He informed the Council the current staff was ahead of schedule for the implementation of additional programs and expressed his opinion the individual currently in the position was right for expanding the proposed position.

Councilmember Young inquired if the cost recovery model included the personnel change. Mr. Howes responded the cost recovery model was based on specific programs and only accounted for direct costs. JJ Allen, Assistant City Manager, questioned whether the cost recovery model included the arts direct personnel costs. Mr. Howes responded it did not. Councilmember Young stated he would like to see that prior to agreeing to the additional hours.

Mayor Shepherd inquired if there was a budget impact to making the position full time. Mr. Howes responded changing the position from part time to full time with the inclusion of benefits would be approximately \$36,000. Mr. Allen stated expansion of the program and staff was strictly a policy question for the Council and added the timing of the discussion was due to the personal circumstances for the individual currently in the part time position. He suggested the Council consider if it was interested in growing the arts program at this time.

Councilmember Phipps clarified the City was at risk for losing an individual, obviously a great asset to the City, who had built the arts program to what it currently was and suggested a community arts program contributed to a sense of community. He stated he would be supportive of the change and suggested it would be a good use of \$36,000.

Councilmember Peterson added she also wanted to invest in employees and obviously the individual was a good fit. She inquired if the change was needed immediately to maintain the City's current service level. Mr. Howes responded it had always been his intent to eventually make the position full time. He pointed out the City had also recently renovated the building and suggested there should be a focus on offering programs to fill the different spaces. He also mentioned the Arts Foundation had been established but the City hadn't taken the next step to identify grant funding to build the foundation. He added a full time position could assist with seeking funding for the Foundation as well as help implement the Fourth of July celebration. He indicated the goal was the same as it had always been and suggested timing was the only difference. He pointed out the position did have the potential to increase revenue but that was hard to quantify or judge whether the increased revenue would fully support the full time position's salary.

Mr. Allen stated the City couldn't control costs or potential revenue and suggested the question should be whether the City wanted to expand the arts program immediately.

Councilmember Young believed the arts programs were an important function; however, it wasn't a required function of City government. Curtis Dickson, Community Services Deputy Director, explained often times instructors of classes participated with a revenue sharing model which allowed the City to retain enough revenue to possibly break even for offered programs.

Councilmember Bush suggested the question should be whether the City was committed to the arts and suggested the individual could also be used to solicit donations for the Arts Foundation and could possibly oversee the Foundation. He stated he had always been in favor of improving arts programs in the City.

Mayor Shepherd wondered if the Council would be considering the change with the position at this time and questioned whether the City would be expanding the position immediately.

Councilmember Peterson expressed her concern that immediately changing the position because of the personal circumstances of an individual could be bad policy. She also expressed concern the Council was being asked to make a decision on the expansion of the programs so quickly.

Mr. Allen emphasized if the Council directed staff to proceed with the change additions would obviously be made to the job description. Councilmember Bush mentioned he was surprised the position was still part time. Councilmember Peterson continued to express concern with the timing and if it could wait and be properly vetted during the budget process which would begin in January and a discussion took place.

Councilmember Benson asked if the identified programming opportunities were items the City would like to offer in the future or if there were interested patrons. Mr. Howes responded if there were specific names tied to a program on the list, interest had previously been expressed to the City. He stated staff originally looked at its budget in recognizing resources which could be used for the purpose of expanding the programs and staffing. He agreed with Mr. Allen's remarks that the Council should give direction on what it wanted as a Community Arts Program.

Councilmember Young suggested staff provide a detailed job description to justify the need for the position. Councilmember Peterson stated she had concern with the commitment to the arts because essential services were more important than extracurricular services. Councilmember Benson suggested if the City moved forward, there needed to be a plan to publicize or advertise the new programming. She expressed her opinion that revenue would offset costs associated with expanding the position.

Mr. Allen summarized there appeared to be interest from of the Council on expanding the program; however, there was concern the job description and job expectations needed to be specifically identified. He stated staff would move forward in that direction.

The meeting adjourned at 9:45 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. POLICY SESSION
October 25, 2016

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Nike Peterson	Councilmember
	Vern Phipps	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	JJ Allen	Assistant City Manager
	Stuart Williams	City Attorney
	Scott Hodge	Public Works Director
	Spencer Brimley	Development Services Manager
	Mike Stenquist	Assistant Police Chief
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Summer Palmer	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder
EXCUSED:	Adam Lenhard	City Manager
	Greg Krusi	Police Chief

VISITORS: William Park, Boy Scout Troop 722, Jerome Curran, Bob & LaRue Hawthorn, Richard & Lisa Nielson, Brett Wiggill, Jeff & Leslie Garrison, Ruanna Pineaa, Tim Roper – Planning Commission Chair, John W. Hansen, Patrick Russo, Boy Scout Troop 672, Kevin Limb

Mayor Shepherd called the meeting to order at 7:00 p.m.

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

Councilmember Phipps conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE SEPTEMBER 13, 2016 WORK AND POLICY SESSIONS THE SEPTEMBER 27, 2016 POLICY SESSION AND THE OCTOBER 4, 2016 WORK SESSION

Councilmember Phipps requested the minutes from the September 13, 2016 policy session be amended. He directed the Council to his comments following the motion on page 4 and submitted the following: Councilmember Phipps expressed his opinion the Council should be sensitive in how increases, regardless of how small, impacted the taxpaying resident. He indicated that he understood but did not agree with the rationale behind the increase to five

percent. Although he disagreed with the increase to five percent he indicated he would support the motion because he was in agreement with the other provisions.

Councilmember Peterson requested changes to her communication item #1 and #4 from the September 27, 2016 policy session minutes. She asked item #1 read “Updated the Council on the North Davis Fire District’s (NDFD) purchase of its new ladder truck that was expected to be received sometime in November.” She also asked #4 include the word “some” when referring to the City’s stoplights being powered by emergency generators, as not all stop lights were operational.

Councilmember Phipps moved to approve the minutes from the September 13, 2016 work session and the October 4, 2016 work session as written and the September 13, 2016 and the September 27, 2016 policy sessions as amended, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

PRESENTATION OF THE YARDS OF THE YEAR AWARDS

Councilmember Phipps explained each year Clearfield City sponsored a Yard of the Week contest throughout the City. The Parks and Recreation Commission members visited eleven different zones in the City during the summer and submitted a weekly winner. At the end of the summer, the Commission members judge the weekly winners and select a winner or winners for Yard of the Year. He explained the scoring process and announced this year there was a three way tie and announced this year’s Yards of the Year winners were William Park, Robert and LaRue Hawthorn and Richard Nielson.

He expressed appreciation to all the residents that did an amazing job in landscaping and maintaining their yards contributing to the beauty of the City. Mayor Shepherd and members of the Council presented the winners with certificates.

PUBLIC HEARING FOR ZONING TEXT AMENDMENTS TO TITLE 11, CHAPTER 9 – ACCESSORY BUILDING REGULATIONS

The City was considering changes to the R-1 (residential) zones specific to setbacks for accessory buildings as a result of a public request and comments made during citizen comments at a City Council meeting held earlier in the year. Staff was directed by the Council to investigate the current regulations for accessory buildings within the City and compare them to surrounding municipalities and propose amendments. The City’s current ordinance regulated the height and distance from each property line, as well as coverage and maximum size. There were regulations related to the look of the building and additional criteria for detached garages and carports. Staff provided the Council with the current regulations in addition to information gathered from Syracuse, Roy and West Point cities as a comparison.

Spencer Brimley, Development Services Manager, shared a brief history regarding the ordinance currently in place and reported the Planning Commission heard the request and recommended approval of the staff’s recommendation during its meeting on Wednesday, October 5, 2016. He

reported public comments had been expressed during the Planning Commission's public hearing and shared the following concerns with the Council:

- Lot coverage regulations should not be reduced but should be held the same or increased.
- Current height of accessory buildings was allowed at 10 feet to the peak of the building and comment was received requesting height be changed to 18 feet to the midpoint.
- No increase in required setbacks for accessory buildings.

Mr. Brimley reviewed current regulations with the Council:

- No accessory building was allowed in a front yard.
- Must be at least six feet away from the main building.
- Accessory buildings were allowed to be two feet from both the rear and side property lines.
- Maximum height of 10 feet and anything over 10 feet would require the accessory be located at least eight feet from the rear and side property lines.
- Lot coverage requirements were forty percent of the lot or parcel area could not be covered and shared a visual example.
- Combined footprint of all accessory buildings shall not exceed fifty percent of the footprint of the main building.
- Exterior should be finished with an all weathered exterior material and detached garages/carports shall be finished to match exterior of main building.

He shared visual illustrations of different examples of accessory buildings which were allowed under the current regulations and reviewed each with the Council.

Mr. Brimley stated based on information collected for the analysis from other municipalities, staff recommended the following:

- Regulations for structures under 200 square feet and over 200 square feet would be clearly stated in the Code.
- Allowed height would be based on the type of roof for the accessory building and he shared an illustration of roof styles. He explained how the height would be calculated for each.
- The two foot measurement from property lines remained in the ordinance.
- Allowed height be increased to 15 feet at the midpoint measurement.
- Buildings would be stepped back one foot from rear and side property lines for every one foot over the 15 foot height midpoint measurement with a maximum height of 20 feet.
- No storm water run-off from accessory buildings would be permissible.
- Total lot coverage for accessory buildings be reduced from forty percent to thirty five percent, in addition, the accessory building couldn't exceed fifty percent of the square footage of the main structure or home.

Mr. Brimley reported the Planning Commission recommended approval of the proposed amendments to the accessory building regulations. He continued staff presented the Planning Commission's recommendation in a work session to the City Council. Following a lengthy discussion the Council made the following amendments to the Planning Commission's recommendation for accessory buildings:

- No buildings shall be less than two feet from a side or rear property line.
- No buildings shall be taller than 10 feet when placed two feet from the property line.
- Every additional foot from the property line would allow for a two foot increase in height.
- Maximum height for any accessory building shall be 20 feet or the height of the main building, whichever is less (max distance from property lines).
- Lot and parcel coverage primary structure percentages to remain unchanged from the current ordinance and not to be reduced.
- Accessory building 200 square feet or larger would be required to be consistent with the main building, ie: architecture and design materials.

He shared an illustration identifying the gradual increase in height for accessory buildings as they increased in height and the distance from the property line increased. He indicated the building could potentially go from two feet from the property line with a 10 foot overall height to seven feet from the property line to a maximum allowance of 20 feet in height. He stated the roof pitch wasn't a consideration.

Mayor Shepherd stated the item was discussed at length by the Council and mentioned it had been a difficult process attempting to find the right balance between a property owner and adjacent neighbors.

Mayor Shepherd opened the public hearing at 7:25 p.m.

Mayor Shepherd asked for public comments.

Mr. Brimley emphasized the current regulations had not been changed and clarified any changes made during this meeting to the ordinance would be in place immediately. He also emphasized the Council would be considering the Planning Commission's recommendation and had the authority to either adopt that recommendation or make additional amendments to the recommendation.

OPPOSED

Jerome Curran, resident, requested clarification about the proposal being considered, specifically, was the proposal not the 15 feet mid peak as recommended by the Planning Commission but rather 20 feet overall. Mr. Brimley explained the Planning Commission's proposal was a midpoint measurement starting at 15 feet up to and not exceed 20 feet as a midpoint. He added the City Council's discussion evaluated whether it preferred a midpoint measurement or peak measurement starting at 10 feet increasing to a maximum 20 feet or the height of the main building, whichever was less.

Mayor Shepherd explained the Council had been concerned about the confusion associated with the different roof types and subsequent interpretation of the allowed height. Mayor Shepherd explained a 10 foot tall structure would have to be two feet from the property lines and the property line requirement would increase one foot for every two feet the building exceeded 10 feet. Mayor Shepherd explained the reasoning for the proposal was so a resident wouldn't be allowed to construct a 20 foot tall building next to a neighbor's property line. Mr. Curran expressed his opinion a ten foot height restriction wouldn't allow for a structure for parking an RV. He asked why the Council would deviate from the Planning Commission's recommendation. Mayor Shepherd responded the Planning Commission was an advisory board to the Council and another conclusion resulted from its discussion.

Mr. Curran pointed out an individual with an 1800 square foot home constructed on a quarter acre lot would only be allowed to construct a 500 square foot accessory building compared to another resident who had a larger home on that same quarter acre lot who would be allowed to construct a larger accessory building. He believed that proposal was inequitable.

Mr. Brimley emphasized the intent in drafting ordinances was to provide proper regulation for the entire City in order to protect the rights of individuals who don't have the same interest as others. He summarized there were those residents who would prefer not having a building close to their property line and stated the intent of the regulation was to balance and mitigate impact to what would be best for the City and residents at large.

Mayor Shepherd pointed out the City Council couldn't consider an ordinance based on what Mr. Curran would like to build on his lot configuration; it also had to consider how allowing those preferences could potentially impact all neighbors and shared an example. He concluded the Council had to balance the property rights of those desiring to construct an accessory building on their properties with neighboring properties as well.

Jeff Garrison, resident, requested clarification regarding the midpoint measurement. Mr. Brimley explained it applied to a gabled or hipped roof in which there was a lower portion and an upper peak. He continued the midpoint would be the middle point between the two. He added there was a formula which would identify the midpoint on a gambrel or mansard style roof. Mr. Garrison explained the type of accessory building he would like to build and inquired what necessitated the eight feet from the property line requirement in association with the height. He also inquired why the Planning Commission's recommendation wasn't acceptable to the Council. Mr. Brimley explained the process used to determine the midpoint for Mr. Garrison's proposed gambrelled roof structure and explained if a resident wanted to build an attached garage or carport it would require an eight foot setback from the property line; therefore, any large accessory building would also be required to be that distance from the property line. He explained the need for restrictions specific to accessory building regulations emphasizing the Planning Commission was an advisory board allowed to make recommendations to the Council. Mr. Garrison explained exactly what he desired to construct on his property and inquired if it would be allowed and Mr. Brimley explained what could be accommodated.

Brett Wiggill, resident, explained he lived in the same area as Mr. Curran and explained his area consisted of large lots and small homes with no garages and stated he would like a garage. He

reported there were several neighbors which had signed a petition requesting the allowance of 18 feet tall accessory buildings. He announced he would like to utilize his large lot by constructing a large garage and reported he currently had neighbors who were allowed to build large garages on their lots and were in compliance at the time. He requested additional discussions be scheduled allowing residents the opportunity to share input prior to adoption of additional regulations.

Mrs. Garrison asked why the Council was requesting the incremental distance requirement from the property line. Mayor Shepherd explained the standard setback was eight feet and added the Council had to do what was best for the entire City. He added not all property lots/configurations were the same nor were the homes built on them and the Council didn't want to allow a small lot with a small home the opportunity to construct a large accessory building.

Patrick Russo, resident, made comments regarding the property line distances and the Council's concern the setbacks were needed to lessen the impact to neighboring property owners' views. He suggested line of sight and property lines shouldn't be mitigating factors as all neighboring homes obstruct views in some way. He shared the example he couldn't restrict a property owner from constructing a home on a vacant lot behind his property based on the same logic. He requested the Council reconsider the property line setbacks and height restrictions for accessory buildings and suggested it postpone making a decision during this meeting.

Councilmember Peterson moved to close the public hearing at 7:55 p.m. seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

PUBLIC HEARING FOR FINAL SUBDIVISION PLAT APPROVAL TO AMEND THE UNIVERSITY RIDGE SUBDIVISION PLAT TO CREATE A MEDICAL OFFICE CONDOMINIUM BUILDING LOCATED AT APPROXIMATELY 920 SOUTH 2000 EAST (TIN: 09-409-0033)

Spencer Brimley, Development Services Manager, stated John Hansen, developer, was proposing to amend the subdivision plat for University Ridge Subdivision to accommodate a proposed medical office building located on Lot A. He explained the proposal would provide the ability for two tenants to locate within the proposed building and each purchase space individually. The parcels were designated as commercial in the General Plan as well as zoned commercial and the uses and buildings surrounding the site were consistent with the C-2 commercial zoning and explained the uniqueness of the property. He shared a visual illustration which identified the proposed plat and pointed out the surrounding common area would be regulated by CC&Rs (Covenants, Conditions and Restrictions). The Planning Commission discussed the item and recommended approval during its meeting on Wednesday, October 5, 2016.

Mayor Shepherd opened the public hearing at 7:57 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

Councilmember Benson moved to close the public hearing at 7:58 p.m. seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

PUBLIC HEARING FOR THE FINAL SUBDIVISION PLAT APPROVAL TO AMEND THE UNIVERSITY RIDGE SUBDIVISION PLAT FOR A CHANGE TO THE STREET ALIGNMENT AND REMOVAL OF THE CUL-DE-SAC LOCATED AT APPROXIMATELY 938 SOUTH 2000 EAST (TIN: 09-409-0001)

Spencer Brimley, Development Services Manager, shared a visual illustration and explained John Hansen, developer proposed to amend the University Ridge Subdivision plat with a change to the street alignment and removal of the cul-de-sac located at approximately 938 South 2000 East. He mentioned previous agreements preserved the potential connection of that area with the parking lot and street to the west. The right-of-way would connect to a parking lot to the west, making possible a future connection to 900 South, which was currently a private road. He pointed out the location of the parking lot owned by the City and currently used by AAA and the large detention area. He explained the developer had expressed a need to remove the cul-de-sac at the end of the subdivision and have the road continue through the property, providing additional access on the west side. The plat amendment and road connection were consistent with the General Plan by allowing for the east/west connection. The Planning Commission discussed and recommended approval to the Council during its meeting on Wednesday, October 5, 2016.

Mayor Shepherd opened the public hearing at 8:01 p.m.

Mayor Shepherd asked for public comments.

IN FAVOR

John Hansen, developer, stated he was originally opposed to the connection of the parking lot to the subdivision but believed the topography of the property presented the need for the continuous flow. He believed the proposal would benefit the City as well as users of the parking lot.

Councilmember Young moved to close the public hearing at 8:02 p.m. seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

PUBLIC HEARING ON THE DOWNTOWN CLEARFIELD SMALL AREA PLAN

The creation of the Downtown Clearfield Small Area Plan began last winter following a thorough market study. Public open house meetings took place in March, April and May. A draft plan was created and presented in early summer and the Planning Commission and City Council met to refine the vision and prepare it for final review. The Planning Commission participated with staff in work sessions about the plan in August and September. A public hearing took place with the Planning Commission during its meeting on Wednesday, October 5, 2016 and subsequently the Commission recommended approval of the plan to the City Council.

Spencer Brimley, Development Services Manager, shared a visual presentation which reviewed the following:

- The history and timeline associated with Wasatch Front Regional Council and the Downtown Clearfield Small Area Plan to identify and create a vision for opportunities associated with development.
- He summarized discussions specific to the workshops and mentioned the draft had been sent to UDOT. He reported the City hadn't yet received any feedback.
- Implementing vision and establishing a form-based code for the downtown area.

He emphasized staff wasn't requesting adoption of the Plan for the purpose was of formally recognizing of the Plan.

Mayor Shepherd opened the public hearing at 8:10 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

Councilmember Young moved to close the public hearing at 8:11 p.m. seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

CITIZEN COMMENTS

There were no citizen comments.

DENIAL OF ORDINANCE 2016-07 APPROVING ZONING TEXT AMENDMENTS TO TITLE 11, CHAPTER 9 – ACCESSORY BUILDING REGULATIONS

Councilmember Young stated there were setbacks associated with houses and residents purchased homes with the expectation that those would be followed. He mentioned it was a balancing act between what a property owner was allowed to do on his/her property as well as the property rights of adjacent property owners. He indicated complaints had been received by nearly every elected official regarding structures which were previously built within regulation which had a negative impact to neighboring property owners. He expressed concern that future discussions might not satisfy the request for residents but he would be willing to take a second look at the proposal.

Councilmember Bush stated the City consisted of varied lot sizes and didn't believe the City could make an ordinance governing accessory buildings which would benefit every lot configuration of the City. He believed the Council was concerned about garages being built with additional rooms being built above which was intrusive to neighbors. He didn't agree the seven foot distance from the property was a good balance and expressed his opinion a two foot setback wouldn't be intrusive. He also believed the twenty foot height maximum requirement might also

be too restrictive and would also be in favor of reconsidering amendments to the ordinance. He suggested lots of certain size might need smaller setbacks than larger lots and wasn't sure a one size fits all approach was the best way to proceed.

Councilmember Benson stated she wasn't in attendance during the previous work session on the subject and shared an example of an accessory building she believed was an eyesore within the City. She suggested tabling approval of the item following further discussion.

Mayor Shepherd suggested the Council send the ordinance back to the Planning Commission.

Councilmember Bush moved to table the agenda item for further discussion allowing staff and the Planning Commission the opportunity to work on the draft ordinance. Nancy Dean, City Recorder, advised the Council it would need to address the ordinance and a discussion took place. Councilmember Peterson suggested the Council deny the ordinance and include language in the motion it was being remanded back to the Planning Commission giving them instruction and direction on specific concerns of the Council. Mr. Brimley interjected the Planning Commission would appreciate specific direction from the Council regarding concerns and issues specific to the ordinance.

Councilmember Peterson suggested using the zoning classification or lot size to determine what was allowed specific to an accessory building. Councilmember Young suggested the natures of neighborhoods should also be considered when drafting the ordinance and shared some examples. Councilmember Benson inquired if the building lots were similar in certain neighborhood areas within the City. Mr. Brimley responded he had received direction from the Council it wanted staff to consider small area plans throughout the entire City as part of the next update to the General Plan. He added there was diversity throughout the City, even in small blocks. He concluded specific zone regulations might be the best avenue to pursue given what members of the Council had just suggested.

Councilmember Bush moved to deny approval of Ordinance 2016-07 approving Zoning Text Amendments to Title 11, Chapter 9 – Accessory Building Regulations, remanding it back to staff and the Planning Commission for further analysis and revisions, seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

Mr. Wiggill suggested the Council consider portions of surrounding cities' ordinances because he believed they had some allowances based on square footage and stated he would be in favor of the lot size consideration being included in the ordinance. He added he would also like to be included in the process. Councilmember Bush encouraged Mr. Wiggill to forward his suggestions or research to Mr. Brimley.

Mr. Allen emphasized the proposed ordinance would need to go through the Planning Commission process in its entirety.

Councilmember Peterson suggested residents consider denial of the ordinance similar to that of a compromise of time and a better result.

Mayor Shepherd stated there were multiple concerns expressed during the discussions of the Planning Commission and the City Council and believed the remand would allow the City the opportunity to consider the best option for the City as a whole.

Councilmember Phipps stated the Council didn't want to diminish the great work completed by the Planning Commission on drafting the ordinance, but additional issues and concerns had come to light during discussions. He expressed his opinion that further analysis needed to be done to address an appropriate ordinance which would benefit the entire City.

Mr. Brimley reviewed a proposed timeline associated with redrafting a proposed ordinance and suggested February/March. Mayor Shepherd clarified the Planning Commission look at ways to tweak the current ordinance as opposed to creating or re-writing it in its entirety. Mr. Allen emphasized that would take longer than what originally took place.

APPROVAL OF THE FINAL SUBDIVISION PLAT TO AMEND THE UNIVERSITY RIDGE SUBDIVISION PLAT TO CREATE A MEDICAL OFFICE CONDOMINIUM BUILDING LOCATED AT APPROXIMATELY 920 SOUTH 2000 EAST (TIN: 09-409-0033)

Councilmember Bush moved to approve the Final Subdivision Plat to amend the University Ridge Subdivision Plat to create a medical office condominium building located at approximately 920 South 2000 East (TIN: 09-409-0033) and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

APPROVAL OF THE FINAL SUBDIVISION PLAT TO AMEND THE UNIVERSITY RIDGE SUBDIVISION PLAT FOR A CHANGE TO THE STREET ALIGNMENT AND REMOVAL OF THE CUL-DE-SAC LOCATED AT APPROXIMATELY 938 SOUTH 2000 EAST (TIN: 09-409-0001)

Councilmember Phipps inquired if the sidewalk would end at the end of the road. Mayor Shepherd explained the sidewalk did dead end where the road continued into the parking lot used by AAA.

Councilmember Young moved to approve the Final Subdivision Plat to amend the University Ridge Subdivision Plat for change to the street alignment and removal of the cul-de-sac located at approximately 938 South 2000 East (TIN: 09-409-0001) and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

APPROVAL OF RESOLUTION 2016R-21 ADOPTING THE DOWNTOWN CLEARFIELD SMALL AREA PLAN

Councilmember Benson requested clarification about the purpose for adopting the resolution if UDOT (Utah Department of Transportation) had not yet approved the Plan. Spencer Brimley, Development Services Manager, responded UDOT didn't have to approve the Plan; rather, the City wanted to allow for its input. JJ Allen, Assistant City Manager, explained the Plan focused on land use and what development would like but another concept of the Plan was the right-of-way specific to the development. He mentioned specifics associated with the street, how many lanes were intended, bicycle traffic, pedestrian traffic, etc. and access to parcels along the street.

Councilmember Benson asked what would happen if UDOT made additional recommendations to the Plan. Mr. Brimley responded adoption of the resolution stated the Council recognized the Plan represented its goals and objectives to be used to guide development. Mr. Allen added the Plan was a guiding policy for development and would become more so once adopted as part of the General Plan. He emphasized the current proposal before the Council was the first step toward that end.

Mayor Shepherd explained the importance of UDOT's input based on how access along SR 193 had impacted future development of vacant property near 2000 East (University Park Blvd).

Councilmember Phipps expressed his opinion the process had been great to participate in and believed it would be advantageous to development and future of Clearfield City.

Councilmember Phipps moved to approve Resolution 2016R-21 adopting the Downtown Clearfield Small Area Plan and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

APPROVAL OF RESOLUTION 2016R-22 AUTHORIZING THE CITY'S PARTICIPATION IN FUNDING FOR THE 5310 GRANT FOR ENHANCED MOBILITY OF SENIORS AND PERSONS WITH DISABILITIES TO CONSTRUCT A SIDEWALK ON 1000 EAST FROM 1600 SOUTH TO 1700 SOUTH

Currently no sidewalk existed on either side of the 1000 East from approximately 1600 South to 1700 South causing a safety hazard for people with disabilities and students and also hampering access to bus stops and the Frontrunner station. Staff applied for a 5310 Grant for Enhanced Mobility for Seniors and Persons with Disabilities through the Utah Transit Authority to construct a sidewalk improving access to the area in February and was awarded funding in August. The project costs were estimated to be \$24,500 and the grant would provide \$19,600 toward the project costs.

Mayor Shepherd reminded the Council of the previous work session discussion pointing out staff was still determining viability and if it would be in the City's best interest to participate with the grant or complete the sidewalk in house.

Councilmember Benson asked why the sidewalk would stop at 1600 South and not continue in front of the apartments. Scott Hodge, Public Works Director, responded sidewalk currently existed in front of the apartments.

Councilmember Benson moved to approve Resolution 2016R-22 authorizing the City's participation in funding for the 5310 Grant for Enhanced Mobility of Seniors and Persons with Disabilities to construct a sidewalk on 1000 East from approximately 1600 South to 1700 South and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

APPROVAL OF THE AWARD OF BID FOR INDIGENT DEFENSE SERVICES TO SKEEN & ROBINSON, LLC

JJ Allen, Assistant City Manager, explained the City's current contract for indigent defense services would soon expire and recently completed the Request for Proposals (RFP) process and received four proposals. He continued the proposals were reviewed and scored and reported the submission receiving the highest score was that of Skeen & Robinson, LLC. He announced it was staff's recommendation to award the bid to Skeen & Robinson, LLC.

Councilmember Phipps clarified the City would be compliant to recent recommendations specific to indigent defense services being offered by the Court. Mr. Allen responded the Sixth Amendment report was recently issued which determined indigent defense services which were compensated at a flat monthly fee might not be able to adequately provide appropriate legal counsel to defendants. He mentioned the proposal was \$150 fee per case and indicated the new contract might require a future budget amendment.

Stuart Williams, City Attorney, mentioned the new contract would bring the City more in alignment, not necessarily compliant, with the Sixth Amendment Study's recommendations.

Councilmember Peterson moved to approve the award of bid to Skeen & Robinson, LLC, and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

COMMUNICATION ITEMS

Mayor Shepherd

1. Announced he would be out of town beginning Monday, October 31, 2016 through the following Monday, November 7, 2016. He stated Councilmember Bush would be acting in his stead.
2. Informed the Council that the City's youth football team, Clearfield Thunder, would be playing in the Mini Bowl on Saturday, October 29, 2016, 8:00 a.m. at Weber State. He invited everyone to attend.
3. Mentioned he had attended the Mercedes open house at Farmington Station during the past week.
4. Reported he participated in a conference call with the National League of Cities Military Communities Council regarding possible future leadership service opportunities for him.

5. Announced what the Planning Commission had sought out to do and what they accomplished were exactly what it had been challenged to do in regards to amending the accessory building ordinance. He stated it would now be asked to write a new ordinance and mentioned it wouldn't please all City residents. He continued the effort would take some time and suggested it would probably be in place by spring.

Councilmember Benson

1. Expressed appreciation to Spencer Brimley, Development Services Manager, for his efforts and the Planning Commission for completing their due diligence on the proposed accessory building ordinance. She was appreciative of everyone's efforts and emphasized the Council worked for residents of the City.

Councilmember Bush

1. Stated he had attended the North Davis Fire District (NDFD) open house.
2. Informed the Council he had attended the water conference in New Orleans on behalf of the North Davis Sewer District (NDSD) during the last week and mentioned the many vendors were prepared to display and inform attendees of new stuff and processes. He reported the employee team that won the State competition had participated in the National Conference and announced their standings in the competition. He reported they represented the State and District very well.

Councilmember Peterson

1. Reported she had been working with Circles by visiting the City's elementary schools identifying families to participate in the next Circles Program beginning in January.
2. Stated she had also attended the NDFD open house for Fire Prevention. She appreciated the efforts of the District's clowns continuing with fire education.
3. Mentioned Boonanza at the Aquatic Center had been amazing and expressed appreciation to the Parks & Recreation staff.
4. Announced on behalf of the Melanie Acres neighborhood the police presence had been noted and expressed her appreciation to the Police Department.

Councilmember Phipps

1. Reiterated comments specific to Boonanza. He stated it had been a great event and believed it was those types of events that made Clearfield a community. He mentioned a great deal of organization and planning went into the event and it had been remarkable.
2. Mentioned the Yard of the Year presentation which took place earlier in the meeting and announced the City also conducted a Christmas light decoration contest. He mentioned the displays were self-nominated and solicited nominations from staff and the public. He explained how the nominations were evaluated and winners determined.

Councilmember Young – nothing to report.

STAFF REPORTS

Nancy Dean, City Recorder

1. Informed the Council of the following meeting schedule:

- No meeting was scheduled for Tuesday, November 1, 2016.
- Tuesday, November 8, 2016, work session only beginning at 6:00 p.m., no policy session. She mentioned it was also Election Day. She mentioned ballots had been mailed out and could be mailed in up until the day before (postmarked the day before) Election Day. She emphasized if they weren't mailed before Election Day the voter would need to drop them off at a polling

location or vote in person. She mentioned City Hall was a polling location and there were others throughout the County.

- No meeting was scheduled for Tuesday, November 15, 2016.
- Tuesday, November 22, 2016, policy session.

JJ Allen, Assistant City Manager

1. Expressed appreciation to Community Services for the Boonanza event. He stated it was a great party and something the City should be really proud of.
2. Expressed appreciation to Spencer Brimley, Development Services Manager. He mentioned planning was a busy area within the City and always inundated with a heavy workload. He admired Spencer's great attitude and complimented his work.
3. Apologized for the use of the temporary projector during the meeting.
4. Announced the Better City Contract for the Mabey Pond, Lakeside Square, and Clearfield Mobile Home Park was moving forward. He stated he would be meeting with consultants on Friday, November 28, 2016.
5. Informed the Council that interviews of candidates for the Communications Coordinator position would take place on Wednesday, October 26, 2016, and Friday, October 28, 2016. He stated staff was trying to move forward and expedite the process.
6. Stated he was happy to fill in for Adam Lenhard, City Manager.

There being no further business to come before the Council, **Councilmember Peterson moved to adjourn the policy and reconvene as the City Council in a work session at 9:02 p.m., seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.**



City Council

STAFF REPORT

TO: Mayor Shepherd, City Council and Executive Staff

FROM: Spencer Brimley, MRED
Development Services Manager
Spencer.Brimley@clearfieldcity.org
(801) 525-2785

MEETING DATE: November 22, 2016

SUBJECT: Public Hearing, Discussion and Possible Action on **ZTA 1609-0006**, a request by Dave Clayton, on behalf of Auburn Manor Holding Company for a Zoning Text Amendment to City Code § 11-3-3 Definitions, § 11-11A-3 Conditional Uses, in the C-1 (commercial) zoning district to remove the terms “Nursing” or “Rest” homes and replace them with the term “Assisted Living Facilities” additionally, this request will consider amending City Code § 11-11A-6 Height Regulations in the C-1 (commercial) zoning district to increase the maximum height allowed in the zone from 35 feet to 55 feet. This amendment would be effective within the Land Use Code for Clearfield City, a document regulating the development of Clearfield City as a whole.

RECOMMENDATION

- A. Move to **approve ZTA 1609-0006** a request by Dave Clayton, on behalf of Auburn Manor Holding Company for a Zoning Text Amendment to City Code § 11-3-3 Definitions, § 11-11A-3 Conditional Uses, in the C-1 (commercial) zoning district include the term “Assisted Living Facilities”, based on the discussion and findings in the Staff Report.
- B. Move to **deny ZTA 1609-0006** a request by Dave Clayton, on behalf of Auburn Manor Holding Company for a Zoning Text Amendment to City Code § 11-11A-6 Height Regulations in the C-1 (commercial) zoning district to increase the maximum height allowed in the zone from 35 feet to 55 feet.

Planning Commission Recommendation:

- A. Move to **recommend, to the City Council, approval of ZTA 1609-0006** a request by Dave Clayton, on behalf of Auburn Manor Holding Company for a Zoning Text Amendment to City Code § 11-3-3 Definitions, § 11-11A-3 Conditional Uses, in the C-1 (commercial) zoning district include the term “Assisted Living Facilities”, based on the discussion and findings in the Staff Report.
- B. Move to **recommend, to the City Council, denial of ZTA 1609-0006** a request by Dave Clayton, on behalf of Auburn Manor Holding Company for a Zoning Text Amendment to City Code § 11-11A-6 Height Regulations in the C-1 (commercial) zoning district to increase the maximum height allowed in the zone from 35 feet to 55 feet.

ANALYSIS

The RMCC was given site plan approval in 1975, and received additional approval in 2008 for an expansion of the building to the north. Staff has been unable to find records related to the original approval. It appears the 2008 expansion of the project was approved under a conditional use permit

(CUP) approved by the planning commission. The owners of the RMCC have discussed with the City a desire to develop the approximate 6.4 acres of property west of the existing RMCC facility. In the past, the City has expressed concerns specific to multi-unit dwelling products and has been hesitant to allow them to progress, given the number of apartment style buildings that currently exist in the City. The area specific to this request has long been considered by the owner, as the location that will allow for the completion of the “Health Care Campus” concept for RMCC and its owners.

The applicant discussed their requests with staff and the Council in a City Council Work Session, on Tuesday, August 16, 2016. Subsequent to the August 16th Work Session, and after the applicant made a detailed presentation, the applicant has requested changes through a Zoning Text Amendment, that would allow an easier path for the proposed development. This request allows the Planning Commission and then Council to consider the request formally, in the appropriate setting.

Zoning Text Amendment Request (“ZTA”)

The applicant has proposed text that would amend section §11-11A-6 to remove “Nursing and Rest home” to include “Assisted Living Facilities.” Additionally, the applicant has requested a change to the text concerning the allowable height in the C-1 zone, from 35 to 55 feet. Proposed changes may have an impact on §11-3-3, as the applicant has requested the removal of uses that are currently defined in the City code.

Use Request:

The applicant, within their request, is suggesting that the term “rest home” be stricken from title 11 of the Clearfield City Code and be replaced with the term “Assisted Living Facility”. The traditional "rest home" concept is not a licensure category nor does it fit well into any proscribed licensure category. If a traditional "rest home" were to be established, it would be inconsistent with Utah Code Annotated. The applicant believes it would be reasonable to delete "rest home" from the C-1 zoning district. Additionally, the applicant believes Chancellor Gardens has set a precedent for the provision of Assisted Living Services within the zone; they are requesting the same consideration be given for making modifications to the C-1 Zone to allow Assisted Living as a Conditional Use within the zone.

Height Request:

The applicant, within their request, is proposing that the C-1 zoning district in section 11-11A-6 increase the height maximum from 35 to 55 feet. The potential project is requiring 3 floors in order to achieve the ratio of units to amenities such that the project can be "Class A" quality. The applicant feels that they can achieve 3 floors within 35' by creating a flat roofed box type structure without much exterior appeal. However, because their client is willing to invest heavily in creating a real asset within the Community, they strongly believe increasing the height would allow for the increased success of the development. Besides their project, the applicant believes Clearfield could compete more effectively with adjacent cities by allowing an increase to allowable height in the C-1 zone at 55 feet. It's no longer financially plausible to create a 2 level “Class A” building. Even a 3 level “Class A” structure with 14' floor to floor allowance is now quite difficult to achieve. For this reason the applicant is requesting the increased allowance for height in the zone.

Proposed Changes

Title 11, Chapter 3-3 DEFINITIONS

“NURSING OR REST HOME: A building or structure, or portion thereof, in which people are cared for or live in a supervised environment, having physical or mental limitations because of health or age. The occupants are not capable of responding to an emergency situation without physical assistance from staff. This definition shall not include any building or structure which meets the definition of a "group home for the elderly", "group home for persons with a disability", or "detention or rehabilitation facility".

ASSISTED LIVING FACILITY: A building or structure, or portion thereof, in which people are cared for or live in a supervised environment, having physical or mental limitations because of health or age. The occupants are capable of responding to an emergency situation without physical assistance from staff. This definition shall not include any building or structure which meets the definition of a "group home for the elderly", "group home for persons with a disability", or "detention or rehabilitation facility".

Title 11, Chapter 11A-3 CONDITIONAL USES (PROPOSED AMENDMENT INCLUDED)

The following buildings, structures, and uses of land shall be allowed in the C-1 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 title:

Behavior, drug, or alcohol treatment facilities.
Churches.
Colleges and universities.
Convalescent facilities.
Daycare facilities.
Hospitals.
Nursing or rest homes.
[Assisted Living Facilities](#)
Preschools, commercial.
Public uses.
Schools.
Specialized schools.
Vocational and technical training facilities.

Title 11, Chapter 11A-6 HEIGHT REGULATIONS (PROPOSED AMENDMENT INCLUDED)

No main building shall be erected to a height greater than thirty five feet (35') without first obtaining a conditional use permit in accordance with the provisions of [chapter 4](#) of this title. All new structures exceeding two (2) stories in height shall be served with elevators or escalators, in addition to the stairways otherwise required by law. No accessory building shall exceed twenty feet (20') in height or the maximum height of the main building, whichever is lower. (Ord. 2010-10, 6-22-2010)

Council Discussion and consideration

The council held a work session regarding this request to evaluate the request for changes to allowable uses in the C-1 zone, height and other impacts should such changes be permitted. The council's discussion centered on the idea that Assisted Living Facilities are a residential use and the requested change would be allowing a residential uses in a C-1, commercial zone. Additionally the Council was concerned about the change in height throughout all C-1 zone parcels within the City. Staff provided a percentage (0.7%) including number of parcels and acreage for C-1 zone property. The Council discussed the height and voiced concerns about impacts to adjacent properties, should the height be increased to 55 feet. Council was not in favor of including Assisted Living Facility in the C-1 zone, nor was there support for the requested height increase.

Public Comment

No public comment has been received to date.

FINDINGS

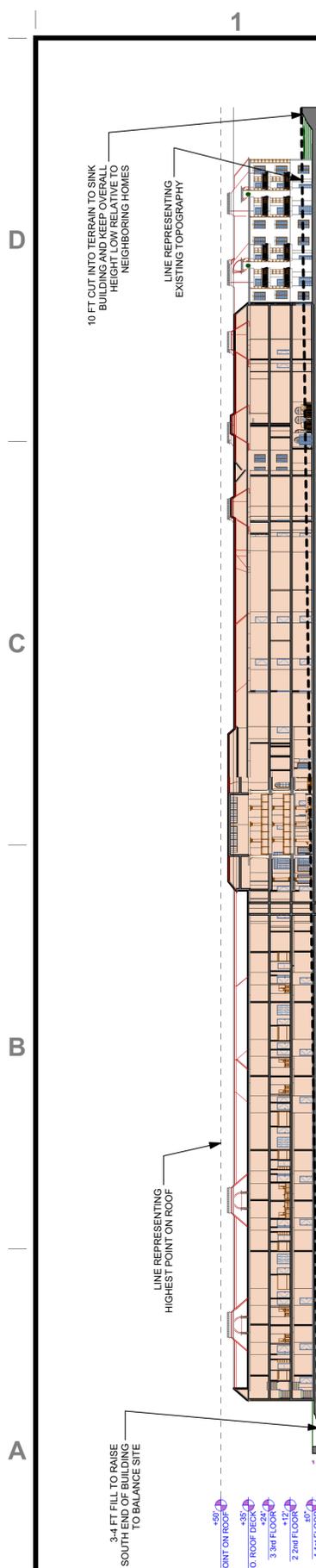
Zoning Ordinance Text Amendment

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:

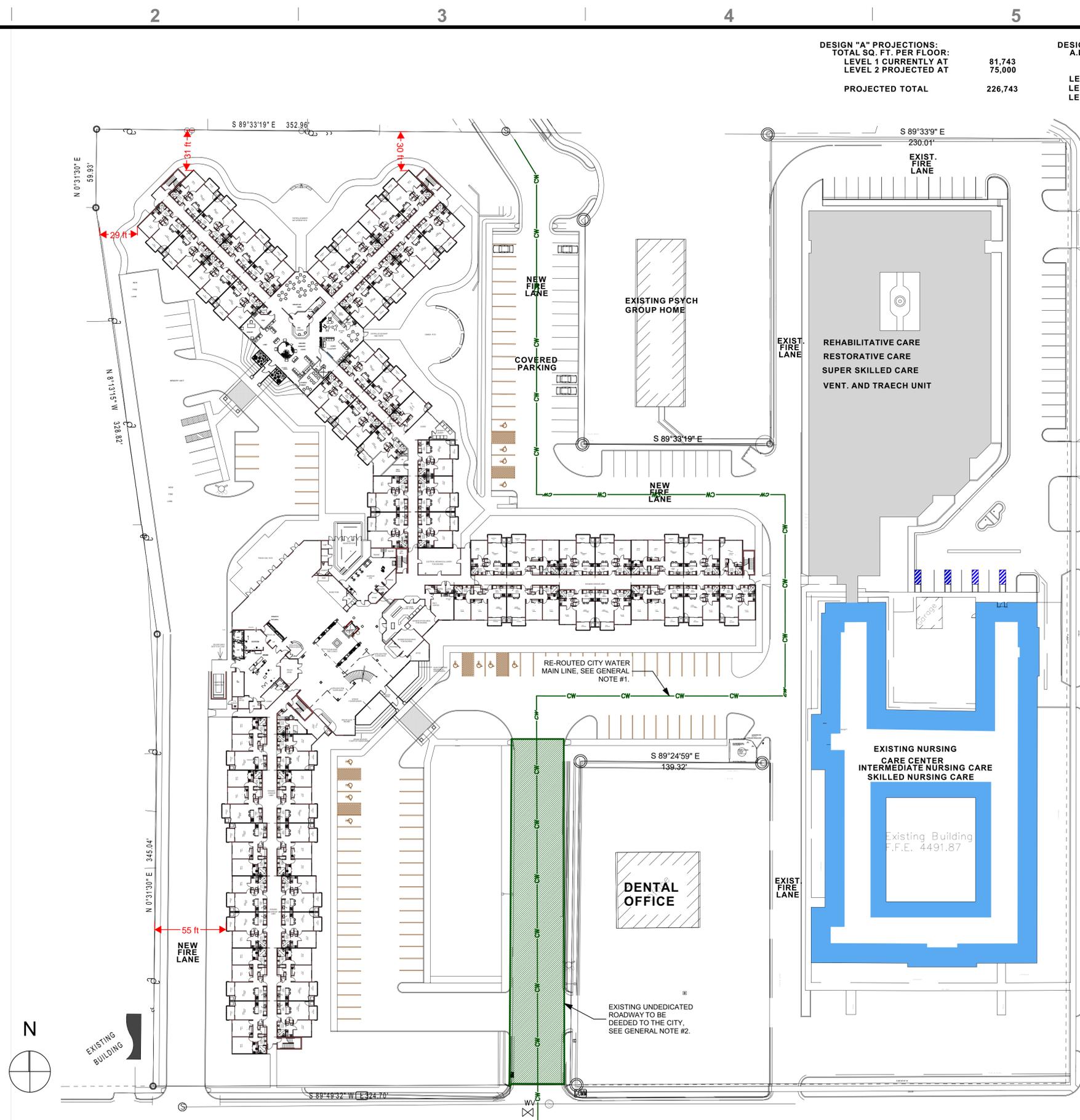
Review Consideration		Staff Analysis
1)	The proposed amendment is in accordance with the General Plan and Map; or	The proposed text amendment is not consistent with the goals and policies of the Land Use Element of the City's General Plan. The concern with the proposal for staff is the height related to adjacent residential properties, where c-1 zoning is found.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	The request is being made to allow for greater height and more uses within the C-1 zone. The applicant feels these changes will be beneficial to not only their project, but other projects on similarly zoned parcels. Staff is not supportive of the 55 foot height request, but would encourage a discussion with the Commission on what may be an acceptable height for this zone. Changes to the title may also affect 11-3-3 for define terms.

ATTACHMENT

1. Conceptual site plan
2. Building Elevation



A1 SECTION
GP.03 SCALE: 1" = 40'



A2 PROPOSED SITE
GP.03 SCALE: 1" = 40'

DESIGN "A" PROJECTIONS:
TOTAL SQ. FT. PER FLOOR:
LEVEL 1 CURRENTLY AT 81,743
LEVEL 2 PROJECTED AT 75,000
PROJECTED TOTAL 226,743

DESIGN "A" PROJECTIONS:
ALL APARTMENT TYPES

STUDIO	1-BEDROOM	2-BEDROOM	UNITS/LEVEL
450 SQ.FT.	700 SQ.FT.	1000 SQ.FT.	
LEVEL 1	40	13	56
LEVEL 2 (EST.)	44	13	60
LEVEL 3 (EST.)	44	13	60
9	128	39	176

GENERAL NOTES:

- #1: THE EXISTING CITY WATER MAIN LINE IS SHOWN TO BE REROUTED AROUND THE PROPOSED NEW STRUCTURE. FULL GRANTS OF ACCESS AND OR EASEMENT FOR THE WATER LINE ARE TO BE RECORDED BY THE OWNER TO THE CITY AND OR DISTRICT.
- #2: THE PORTION OF THE OWNER'S PARCEL UPON WHICH THE EXISTING UNDEDICATED ROADWAY (1350 EAST) IS TO BE DEEDED TO THE CITY BY THE OWNER.

PARKING:

TOTAL PROVIDED:

REG.:	130
ADA:	10
TOTAL:	140

PROJECT INFORMATION

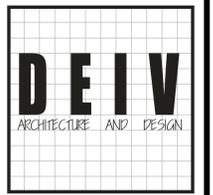
OWNER: WESTERN CARE CONSTRUCTION COMPANY, INC.

SUBDIVISION:
ADDRESS: 1350 E 1450 S
CLEARFIELD, UT 84015

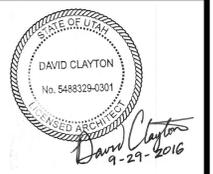
PARCEL:
TOWNSHIP: 0167 & 0166
ZONING: CLEARFIELD
LEGAL DESC: C-1
SETBACKS: XX
FRONT: 10 FT
SIDE: 8 FT / 8 FT
REAR: 10 FT

MAXIMUM HEIGHT:
MAXIMUM (RIDGE): 35 FT (WITHOUT C.U.P.)
PROVIDED: 50 FT

APPLICABLE CODES:
2015 INTERNATIONAL BUILDING CODE
2011 NATIONAL ELECTRIC CODE
2015 INTERNATIONAL PLUMBING CODE
2015 INTERNATIONAL MECHANICAL CODE
2015 INTERNATIONAL ENERGY CONSERVATION CODE WITH UTAH AMENDMENTS
2015 INTERNATIONAL FIRE CODE



DEIV Architecture and Design
1116 W 500 S, #2
West Bountiful, UT 84087
P 801.683.8123
http://www.deivarchitecture.com



CLEARFIELD ASSISTED LIVING
WESTERN CARE CONSTRUCTION COMPANY, INC.
1350 E 1450 S
CLEARFIELD, UT 84015
GENERAL PLAN AMENDMENT

PROJECT #: 15009
CHKD BY:
DRAWN BY:
ISSUE DATE: 9/29/2016

ARCHITECTURAL SITE PLAN

GP.03

CLEARFIELD CITY ORDINANCE 2016-09

AN ORDINANCE AMENDING TITLE 11 OF THE CLEARFIELD CITY CODE PERTAINING TO ASSISTED LIVING FACILITIES IN THE C-1, COMMERCIAL ZONE.

PREAMBLE: This Ordinance amends Title 11 of the Clearfield City Code pertaining to Assisted Living Facilities in the C-1, commercial, zone.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment:

Title 11, Chapter 3, Section 3 of the Clearfield City Code is hereby amended by adding the following definitions to read as follows:

ASSISTED LIVING FACILITY: A building or structure, or portion thereof, in which people are cared for or live in a supervised environment, having physical or mental limitations because of health or age. The occupants are capable of responding to an emergency situation without physical assistance from staff. This definition shall not include any building or structure which meets the definition of a “group home for the elderly,” “group home for persons with a disability,” or “detention or rehabilitation facility.”

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

11-11A-3: CONDITIONAL USES:

The following buildings, structures, and uses of land shall be allowed in the C-1 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 title:

Assisted living facilities.
Behavioral, drug, or alcohol treatment facilities.
Churches.
Colleges and universities.
Daycare facilities.
Hospitals.
Nursing or rest home.
Preschools, commercial.
Public uses.
Schools.
Specilaized schools.
Vocational and technical training facilities.

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 posted as prescribed by law.

Passed and adopted by the Clearfield City Council this 22nd day of November, 2016.

ATTEST: CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:



City Council

STAFF REPORT

TO: Mayor Shepherd, City Council and Executive Staff

FROM: Spencer Brimley, MRED
Development Services Manager
Spencer.Brimley@clearfieldcity.org
(801) 525-2785

MEETING DATE: November 22, 2016

SUBJECT: Public Hearing, Discussion and Possible Action on **GPA 1609-0006**, a request by Dave Clayton, on behalf of Auburn Manor Holding Company to amend the Master Streets and Transportation Plan Map of Clearfield City to remove a future minor local road, to accommodate future development of the property in the vicinity of 1450 South 1350 East. This amendment would be effective within the General Plan, a document guiding the development of Clearfield City as a whole.

RECOMMENDATION

Move to approve **GPA 1609-0006** as proposed, for an amendment to the Master Streets and Transportation Plan, within the General Plan, to delete the future extension of 1350 East from the Master Streets and Transportation Plan map.

Planning commission recommendation:

Move to recommend to the City Council approval of **GPA 1609-0006** as proposed, for an amendment to Master Streets and Transportation Plan, within the General Plan, to delete the future extension of 1350 East from the Master Streets and Transportation Plan map.

ANALYSIS

Background

Clearfield City's Master Streets and Transportation Plan provides guidance on the location of existing road facilities that are planned to be upgraded; as well as indicates the general location and type of facility for new roads that will be constructed as they are necessary through the development process. This request is specific to a road that has not been installed, but is included in the future roadway plans for the City. The request is for the future development of an assisted living facility. Bill Terburg and David Clayton, representing the property owner have been working with the City regarding entitlements for the 6.4 acres of land in the area of 1350 East and 1450 South for some time and have made this request to allow their project to proceed.

The request from the applicant is for the removal of 1350 East from 1450 South to 1300 South, to allow for the development of an assisted living facility, which would be included with a campus style development along with the Rocky Mountain Care facility to the east. The property is shown below presents an issue for the property owner as the future road would cause a division of their property. In a public hearing, in 2008 Mr. Terburg stated that the residential community to the north (Val Halla) as well as the dental office was not interested in seeing 1350 East to be continued north to 1300 South. Minutes from the 2008 public hearing, also show that the owner of the dental office signed an agreement to

relinquish any rights to 1350 East, but this would not create access issues, should the assisted living facility proceed. Parcel information indicates the ownership of the roadway segment (1350 East) belongs to Auburn Manor Holding Company. Impacts to public infrastructure and service were not considered at this meeting in 2008.

General Plan Amendment (“GPA”) Request

Within this area is Rocky Mountain Care of Clearfield (“RMCC”) that was given site plan approval in 1975, and received approval in 2008 for an expansion. Related to this request has been a request from the developer to develop assisted living on the property. In the past, the City has expressed concerns about a development of this type. The feeling of the Council has been this is multi-family housing, and has been hesitant to allow this type of development to proceed, in this particular zone. However, the applicant has submitted a zoning text amendment that, if approved, would allow them to proceed with the desired development for assisted living on the site. The applicant has requested a text amendment to the C-1 (commercial) zoning district to remove “Nursing” or “Rest homes” and include “Assisted Living Facilities.” Additionally the text amendment requests an increase to the height of any main building in the C-1 zone from 35’ feet to 55’ feet. Council will be considering this request and the zoning text amendment as two separate actions.

Location

Aerial Photo:



Master Streets Plan:



City Staff Discussion

Clearfield City staff has met with the City Engineer and Public Works officials to discuss the potential impacts to City infrastructure, should the request be approved. The request to remove this road from the Master Streets Plan will accommodate the property owner’s future development, if the text amendment is also approved. Local traffic can and already utilize 1250 East and 1500 East to access 1300 South from 1450 South and vice versa. The connection of 1350 East would not have a substantial impact, as local traffic is already utilizing existing roads. The future connection would provide a through route for those visiting in the area and thus is not critical to local traffic.

Public Works concerns

Staff met with City Public Works and Engineering to evaluate and discuss any concerns associated with the removal of this future roadway. Staff has determined that the City’s ability to provide services in the area will not fall below acceptable levels. Should the future street’s removal be approved, the City would have to address the issues of running public infrastructure (a water line) through the middle of a private development. Long-term maintenance concerns for the water line were discussed, but ultimately Public Works felt that it would not create an unmanageable burden. Additionally, the routing of the water line through private property would require private agreements and easements for the maintenance of utility lines across the property, which could be handled during the development of the property. An easement for the water line on private property would be required, and would allow the City to maintain or repair the line, as need arises.

Public Comment

No public comment has been received to date.

FINDINGS

General Plan Map Amendment

Clearfield Land Use Ordinance Section 11-6-4 establishes the procedure to review a Petition for Change to General Plan or General Plan Maps. The procedure and staff’s evaluation are outlined below:

Review Consideration		Staff Analysis
1)	Designation of the specific text or map amendment desired.	Staff has provided an excerpt of the current Master Streets Plan along with a recommendation for the removal of a line (1350 E) on the map.
2)	Reason and Justification for such change.	The Master Planned 1350 East road cuts through properties owned by Auburn Manor Holding Company, who is requesting removal of this future road to accommodate the development of that property. Staff feels that the General Plan and Master Streets Plan should be grounded in reality and promotes the highest and best use of the property.
3)	A draft of the proposed text or map amendment.	GIS mapping staff complete all map amendments. Should the Planning Commission recommend the amendment, and the City Council accepts the change the maps will be corrected and reprinted.

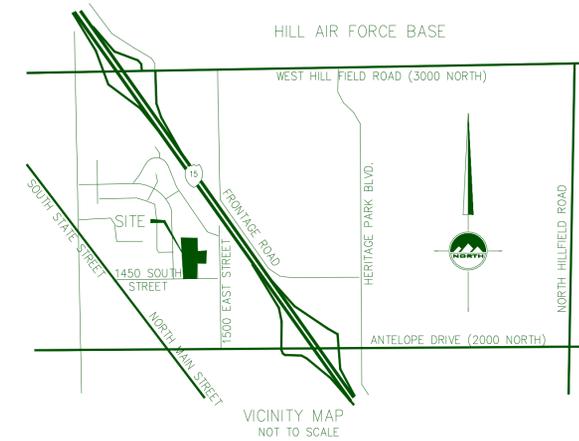
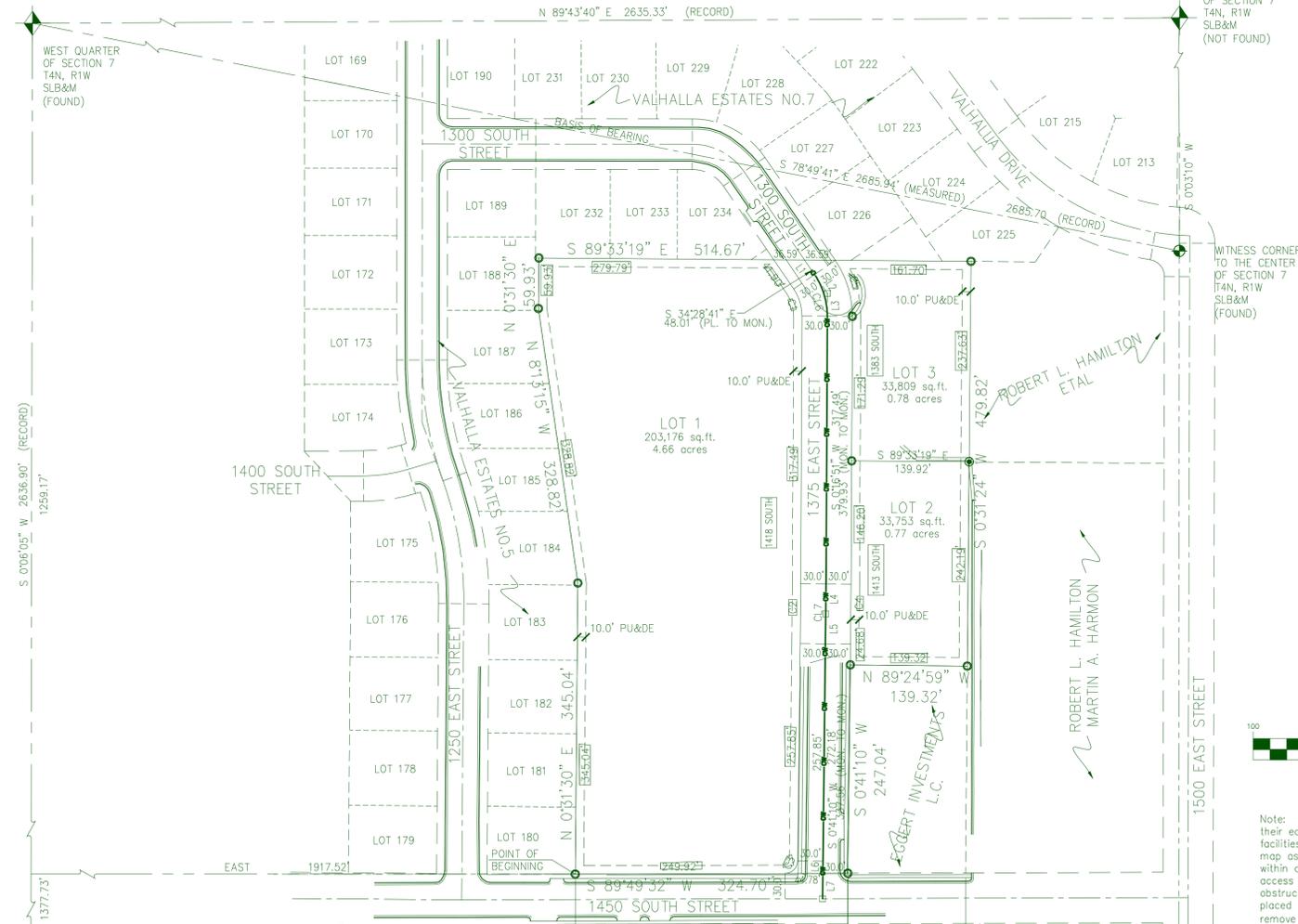
4)	An accurate property map showing all areas to be included in the amendment and all properties immediately adjacent to the proposed amendment area.	Property Map has been provided through an excerpt from the currently adopted Master Streets Plan and GIS mapping system for the City.
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FINDINGS

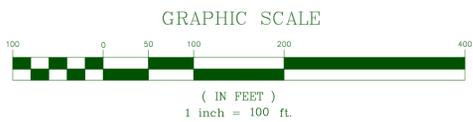
1. Property Plat
2. Conceptual Site Plan

ROCKY MOUNTAIN CARE PLAZA SUBDIVISION

LOCATED IN THE
OF SOUTHWEST QUARTER OF SECTION 7
TOWNSHIP 4 NORTH, RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
CLEARFIELD CITY, DAVIS COUNTY, UTAH



Line #/Curve #	Length	Direction/Delta	Radius	TANGENT	CHORD
C1	34.25	34°45'32"	56.46	17.67	33.73
C2	70.55	0°24'19"	9970.00	35.27	70.55
C3	23.34	89°08'21"	15.00	14.78	21.05
C4	70.97	0°24'19"	10030.00	35.49	70.97
C5	70.65		116.46	36.45	69.57
CL6	52.45	34°45'32"	86.46	27.06	51.65
CL7	70.76	0°24'19"	10000.00	35.38	70.76
L1	20.95	S34°28'41"E			
L2	27.06	N34°28'41"W			
L3	27.06	N0°16'51"E			
L4	35.38	N0°16'51"E			
L5	35.38	N0°41'10"E			
L6	14.33	N0°41'10"E			
L7	30.00	N0°41'10"E			



Note: Utilities shall have the right to install, maintain, and operate their equipment above and below ground and all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the P.U.E. the utility may require the lot owner to remove all structures within the P.U.E. at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the P.U.E. or any other obstruction which interferes with the use of the P.U.E. without the prior written approval of the utilities with facilities in the P.U.E.

DEVELOPER:
BARLOW REALTY
377 NORTH MAIN STREET
LAYTON, UTAH 84041
(801) 544-2121

SURVEYOR'S CERTIFICATE

I, KEITH R. RUSSELL do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate N664386 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as ROCKY MOUNTAIN CARE PLAZA SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Beginning at the Southeast Corner of Lot 180, Valhalla Estates No. 5 Subdivision, said point being on the north line of 1450 South Street and being South 0°06'05". West 1259.17 feet along the section line and East 1917.52 feet from the West Quarter Corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running:
Thence North 0°31'30". East 345.04 feet along the east line to and angle point in the east line of said Valhalla Estates No. 5 Subdivision;
Thence North 8°13'15". West 328.82 feet along the east line to an angle point in the east line of said Valhalla Estates No. 5 Subdivision;
Thence North 0°31'30". East 59.93 feet along the east line to a Northeast Corner of Lot 188, of said Valhalla Estates No. 5 Subdivision, said point also being on the south line of Valhalla Estates No. 7 Subdivision;
Thence South 89°33'19". East 514.67 feet along the south line and beyond of said Valhalla No. 7 Subdivision;
Thence South 0°31'24". West 479.82 feet;
Thence North 89°24'59". West 139.32 feet;
Thence South 0°41'10". West 247.04 feet to the north line of 1450 South Street;
Thence South 89°49'32". West 324.70 feet along the north line of 1450 South Street to the point of beginning.
Contains 314,815 square feet, 7.227 acres.

NOTE:
A Rotation from the platted bearing on Valhalla Estates No.5 and Valhalla Estates No.7 was necessary to match existing field conditions and fit the property against the said subdivisions.

Date _____ Keith R. Russell
License no. 164386

OWNER'S DEDICATION

Known all men by these presents that _____, the _____ under- signed owner () of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

ROCKY MOUNTAIN CARE PLAZA SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use. _____ in witness whereof _____ have hereunto set _____ this day of _____ A.D., 20____

ACKNOWLEDGMENT

STATE OF UTAH)
County of Davis)
On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary public, in and for said County of Davis in said State of Utah, the signer () of the above Owner's dedication, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN DAVIS COUNTY

ROCKY MOUNTAIN CARE PLAZA SUBDIVISION

LOCATED IN THE
OF SOUTHWEST QUARTER OF SECTION 7
TOWNSHIP 4 NORTH, RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
CLEARFIELD CITY, DAVIS COUNTY, UTAH

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

CITY COUNCIL APPROVAL
APPROVED THIS _____ DAY OF _____, 20____, BY THE CLEARFIELD CITY COUNCIL.
ATTEST:
CITY RECORDER _____ CITY MAYOR _____

LEGEND

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SECTION CORNER
- PU&DE= PUBLIC UTILITY & DRAINAGE EASEMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- BUILDABLE AREA (SEE GENERAL NOTE 1)
- EASEMENTS

GENERAL NOTES:

1. PROPERTY IS ZONED C-1
 - A. FRONT YARD SETBACK IS 10 FEET
 - B. REAR YARD SETBACK IS 0 FEET EXCEPT ADJACENT TO RESIDENTIAL, THEN 25 FEET
 - C. SIDE YARD SETBACK IS 0 FEET EXCEPT ADJACENT TO RESIDENTIAL, THEN 8 FEET
 - D. CORNER LOT SIDE YARD SETBACK IS 10 FEET
2. ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU & DE) ARE 10 FEET FRONT, 10 FEET SIDE AND 10 FEET REAR UNLESS OTHERWISE NOTED HEREON.

ACKNOWLEDGMENT

STATE OF UTAH)
County of Davis)
On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary public, in and for said County of in said State of Utah, the signer () of the above Owner's dedication, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN _____ COUNTY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
County of Davis)
On the _____ day of _____, 20____, personally appeared before me _____, who is the _____ of _____
who duly acknowledged to me that he/she executed the same by authority.
Notary Public
Residing at: _____
My Commission Expires: _____

<p>SALT LAKE CITY 90 E. Fort Union Blvd Suite 100 Maple UT 84047 Phone 801.355.6220 Fax 801.255.4440</p>	<p>LAYTON 1465 West Hillfield Rd Suite 204 Layton UT 84041 Phone 801.547.1100 Fax 801.543.0515</p>	<p>PLEASANT GROVE 700 South Main Street Pleasant Grove UT 84062 Phone 801.796.8140 Fax 801.796.8147 www.ensgn.com</p>
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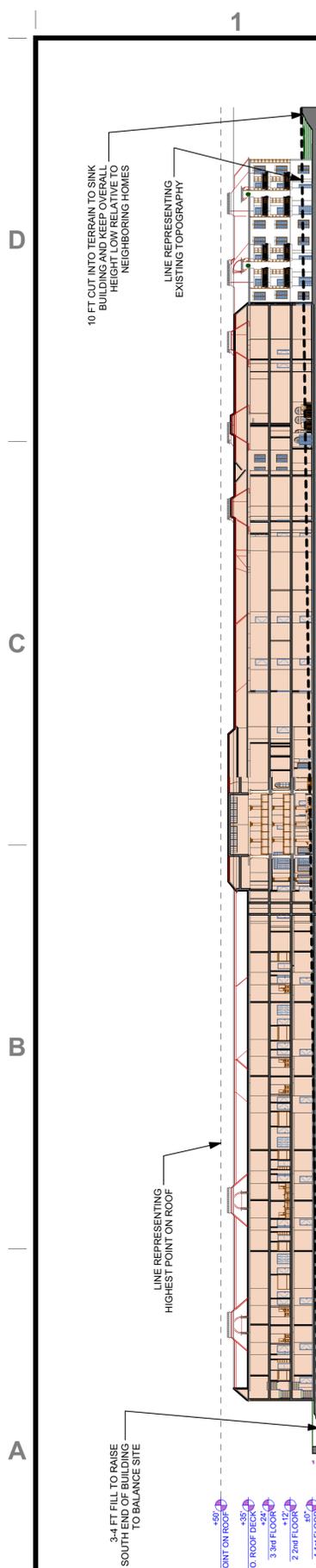
CITY ATTORNEY'S APPROVAL
APPROVED THIS _____ DAY OF _____, 20____,
BY THE CLEARFIELD CITY ATTORNEY.
CLEARFIELD CITY ATTORNEY

PLANNING COMMISSION APPROVAL
APPROVED THIS _____ DAY OF _____, 20____,
BY THE CLEARFIELD CITY PLANNING COMMISSION.
CHAIRMAN, CLEARFIELD CITY PLANNING COMMISSION

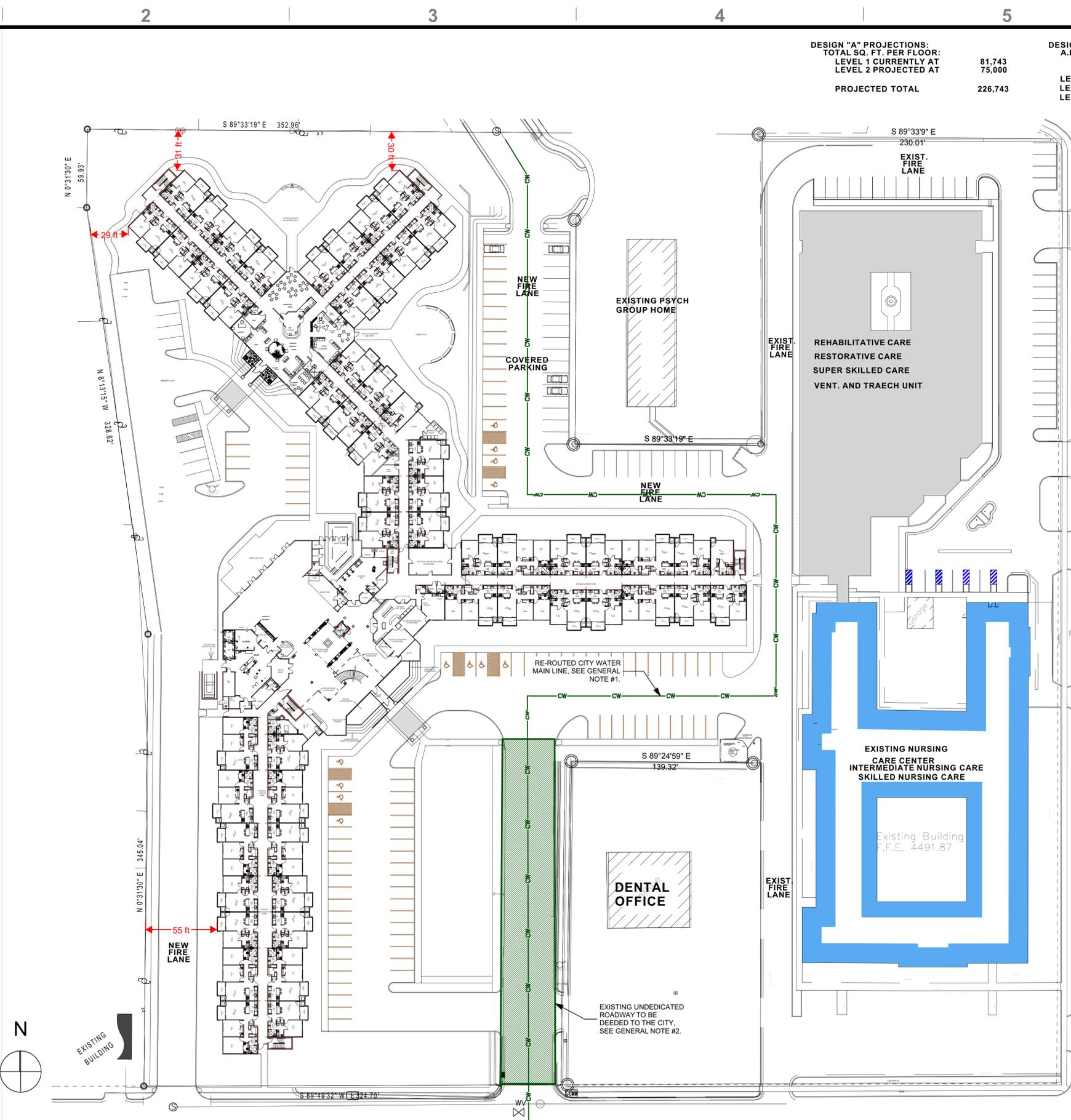
CITY ENGINEER'S APPROVAL
APPROVED THIS _____ DAY OF _____, 20____, BY
CLEARFIELD CITY ENGINEER.
CLEARFIELD CITY ENGINEER

CITY COUNCIL APPROVAL
APPROVED THIS _____ DAY OF _____, 20____, BY THE CLEARFIELD CITY COUNCIL.
ATTEST:
CITY RECORDER _____ CITY MAYOR _____

DAVIS COUNTY RECORDER
ENTRY NO. _____ FEE
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____ 20____
AT _____ IN BOOK _____ OF
OFFICIAL RECORDS PAGE _____
DAVIS COUNTY RECORDER
BY _____ DEPUTY RECORDER



A1 SECTION
GP.03 SCALE: 1" = 40'



A2 PROPOSED SITE
GP.03 SCALE: 1" = 40'

DESIGN "A" PROJECTIONS:
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LEVEL 2 PROJECTED AT 75,000
PROJECTED TOTAL 226,743

DESIGN "A" PROJECTIONS:
ALL APARTMENT TYPES

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- #2: THE PORTION OF THE OWNER'S PARCEL UPON WHICH THE EXISTING UNDEDICATED ROADWAY (1350 EAST) IS TO BE DEEDED TO THE CITY BY THE OWNER.

PARKING:

TOTAL PROVIDED:

REG.:	130
ADA:	10
TOTAL:	140

PROJECT INFORMATION

OWNER: WESTERN CARE CONSTRUCTION COMPANY, INC.

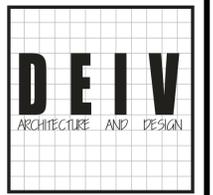
SUBDIVISION: 1350 E 1450 S
ADDRESS: CLEARFIELD, UT 84015

PARCEL: 0167 & 0166
TOWNSHIP: CLEARFIELD
ZONING: C-1
LEGAL DESC: XX

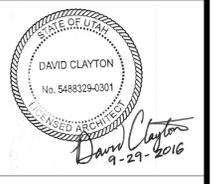
SETBACKS:
FRONT: 10 FT
SIDE: 8 FT / 8 FT
REAR: 10 FT

MAXIMUM HEIGHT:
MAXIMUM (RIDGE): 35 FT (WITHOUT C.U.P.)
PROVIDED: 50 FT

APPLICABLE CODES:
2015 INTERNATIONAL BUILDING CODE
2011 NATIONAL ELECTRIC CODE
2015 INTERNATIONAL PLUMBING CODE
2015 INTERNATIONAL MECHANICAL CODE
2015 INTERNATIONAL ENERGY CONSERVATION CODE WITH UTAH AMENDMENTS
2015 INTERNATIONAL FIRE CODE



DEIV Architecture and Design
1116 W 500 S, #2
West Bountiful, UT 84087
P 801.683.8123
http://www.deivarchitecture.com



CLEARFIELD ASSISTED LIVING
WESTERN CARE CONSTRUCTION COMPANY, INC.
1350 E 1450 S
CLEARFIELD, UT 84015
GENERAL PLAN AMENDMENT

PROJECT #: 15009
CHKD BY:
DRAWN BY:
ISSUE DATE: 9/29/2016

ARCHITECTURAL SITE PLAN

GP.03

CLEARFIELD CITY ORDINANCE 2016-08

AN ORDINANCE AMENDING THE CLEARFIELD CITY GENERAL PLAN

PREAMBLE: This Ordinance changes the Streets Master Plan and Transportation Map, an exhibit to the Clearfield City General Plan, by removing the future extension of 1350 East from 1450 South to 1300 South

WHEREAS, the Master Street Plan designates 1350 East as a City street with a proposed future plan to expand north from 1450 South to 1300 South; and

WHEREAS, said street cuts through property located at approximately 1350 East and 1450 South which is owned by Auburn Manor Holding Company; and

WHEREAS, Auburn Manor Holding Company has a desire to develop its property and has requested removal of the future road to accommodate the properties potential future development, and,

WHEREAS, staff's evaluation determined the connection would not have a substantial impact because local traffic already utilizes existing roads, and,

WHEREAS, after considering proposed changes submitted by the developer and the Planning Commission's recommendation, the City Council has determined to eliminate the future expansion of 1350 East from 1450 South to 1300 South from the Streets Master Plan and Transportation; and

WHEREAS, after holding a duly noticed public hearing and carefully considering the developer's application, any public input provided, as well as the conclusions reached and recommendation given by the City's Planning Commission, the Clearfield City Council publicly discussed deleting the future roadway; and

NOW THEREFORE BE IT ORDAINED, by the Clearfield City Council that:

Section 1. General Plan Amendment: The Streets Master Plan and Transportation Map, an exhibit to the General Plan, is hereby amended by removing the indication for the future extension of 1350 East from 1450 South to 1300 South

Section 2. Effective Date: This Ordinance shall become effective immediately upon its passage and posting in three public places within Clearfield City.

DATED this 22nd day of November, 2016, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

CITY OF CLEARFIELD STREETLIGHTING FACILITIES PURCHASE AND SALE AGREEMENT

This CITY OF CLEARFIELD STREETLIGHTING FACILITIES PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2016 ("Effective Date") by and between PACIFICORP, dba Rocky Mountain Power, an Oregon corporation ("Seller" or "Rocky Mountain Power"), and City of Clearfield, a body corporate and politic of the State of Utah ("Buyer"), with reference to the following facts:

A. Seller is engaged in the business of generating, transmitting and distributing electric energy and in connection therewith owns certain streetlighting facilities located within Buyer's annexed boundaries, as more fully described on Exhibit B, attached hereto (the "Assets").

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, Seller's right, title and interest in and to the Assets upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings:

1.1.1 "Asset Purchase Price" means the sum of Rocky Mountain Power's net depreciated book cost of the Assets, plus Separation Costs, plus Transactional Costs.

1.1.2 "Separation Costs" means all reasonable costs, charges, and expenses incurred by Rocky Mountain Power to inspect and inventory the Assets, update all inventory and real estate records, and change pole number plates in the field where necessary to delineate Buyer ownership, as conclusively determined by Rocky Mountain Power's SAP accounting system.

1.1.3 "Transactional Costs" means all other reasonable costs, charges, and expenses incurred by Rocky Mountain Power including without limitation: costs to obtain regulatory approval, reasonable attorney fees, appraisal costs, overheads, expenses, and supplies and all other direct costs as conclusively determined by Rocky Mountain Power's SAP accounting system.

1.1.4 "Business Day" means a day that is not a Saturday, a Sunday, or a day on which banking institutions in the State of Utah are not required to be open.

1.1.5 “Governmental Body” means any federal, state, local, municipal, or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal; but does not include Buyer, any Buyer subsidiary, or any of their respective successors in interest or any owner or operator of the Assets (if otherwise a Governmental Body).

1.1.6 “Knowledge” of a party shall mean with respect to such party, the extent of the actual knowledge of any Person listed on Exhibit A with respect to such party.

1.1.7 “Laws” shall mean all applicable statutes, rules, regulations, ordinances, orders, common law and their legal and equitable principles, and codes of federal, state and local governmental and regulatory authorities having jurisdiction.

1.1.8 “Licenses” shall mean registrations, licenses, permits, authorizations and other consents or approvals of Governmental Bodies.

1.1.9 “Person” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

1.1.10 “Taxes” shall mean (i) all federal, state, county and local sales, use, property, recordation and transfer taxes, and (ii) any interest, penalties and additions to tax attributable to any of the foregoing, but shall not include income and other taxes.

1.1.12 “Affiliate” shall mean any entity that substantially controls, is substantially controlled by, or is under common control with, Seller.

ARTICLE 2. BASIC TRANSACTION

2.1 Ownership. Rocky Mountain Power shall own the Assets until the Closing Date.

2.2 Operation and Maintenance. From and after the Closing Date, Buyer shall own and be solely responsible for the operation and maintenance of the Assets and shall bear all risk of loss of the Assets. Prior to the Closing Date, Rocky Mountain Power shall be responsible for the operation and maintenance of the Assets. For the life of the Assets, Buyer shall at all times operate and maintain the Assets in accordance with prudent utility practice.

2.3 Purchased Assets. On the terms and subject to the conditions contained in this Agreement, at the Closing, Buyer shall purchase, and Seller shall sell, convey, assign, transfer and deliver to Buyer all its right, title and interest in and to all streetlighting facilities, inclusive but not limited to head, arm, pole, photocell, and wire, faeilities- located within Buyer’s annexed boundaries by way of a Bill of Sale in substantially the same form as Exhibit E attached hereto.

2.4 Actual Asset Purchase Price. The Asset Purchase Price for the Assets is Two Hundred Ninety Four Thousand Four Hundred Sixty Two and no/100 Dollars (U.S.) (\$294,462.00), as more fully described on Exhibit C, attached hereto (“Break Down of Asset

Purchase Price”). The parties agree and acknowledge that separate from the Asset Purchase Price, Buyer has previously paid to Seller the amount of \$9,589.00, which amount represents reimbursement for field assessment costs of seller owned assets.

2.5 Excluded Liabilities and Excluded Receivables. The parties agree that liabilities and obligations of Seller not described herein as assumed liabilities are not part of the assumed liabilities, and Buyer shall not assume or become obligated with respect to any other obligation or liability of Seller or any Affiliate of Seller (collectively, “Excluded Liabilities”), including, without limitation, the liabilities and obligations described in this Section, all of which shall remain the sole responsibility of, and be discharged and performed as and when due by, Seller. In particular, Buyer shall not have any liability or obligation with respect to any of the following liabilities or obligations of Seller as the same may exist at the Closing:

2.5.1 Liabilities or obligations of Seller or its Affiliates arising from Seller’s ownership, operation or use of the Assets prior to the Closing Date.

2.5.2 Subject to Section 6.2 respecting certain expenses incurred in connection with the transactions contemplated hereby, any of Seller’s or its Affiliates’ liabilities or obligations with respect to franchise foreign, federal, state or local taxes imposed upon or measured, in whole or in part, by the income for any period of Seller or any member of any combined or consolidated group of companies of which Seller is, are, or was at any time, a part, or with respect to interest, penalties or additions to any of such taxes, and any income, franchise, tax recapture, transfer tax, sales tax or use tax that may arise upon consummation of the transactions contemplated hereby and be due from or payable by Seller, it being understood that Buyer shall not be deemed to be Seller’s transferee with respect to any such tax liability.

2.5.3 Liabilities of Seller for third party claims where the injury or damage occurred prior to the Closing.

2.5.4 Liabilities of Seller incurred in connection with Seller obtaining any consent, authorization or approval necessary to sell, convey, assign, transfer or deliver the Assets to Buyer hereunder.

2.5.5 Any liability of Seller representing indebtedness for money borrowed, the deferred portion of the purchase price for any of the Assets (and any refinancing thereof), or money owed for materials and/or labor relating to the Assets. With respect to such indebtedness or obligation that constitutes a lien or encumbrance upon any Asset, Seller agrees that on or prior to the Closing it shall either pay or discharge such indebtedness or obligation in full or otherwise cause such lien or encumbrance to be removed from the Asset, so that such Asset is sold, conveyed, assigned, transferred and delivered to Buyer at the Closing free and clear of such lien or encumbrance.

2.5.6 That streetlighting and joint-use-attachment revenue, due the Seller, that was earned prior to the close of the sale, whether billed or not billed, remains a receivable of the Seller and the right to receive said revenue is not transferred to the Buyer by this agreement.

2.6 Third-Party Facilities Attached to Seller’s Assets. Seller has represented to Buyer that certain of the Assets have attachments owned by third parties, as more particularly set

forth in Exhibit F. Seller makes no representation, warranty nor guaranty as to the compliance of such attachments with applicable regulations. Following Closing, Buyer shall be responsible for negotiating third-party attachment rights directly with the owner(s) of the attachments.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer, as of the date hereof, as follows:

3.1 Organization and Corporate Power. Seller is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and is duly qualified to do business in the State of Utah. Seller has all requisite power and authority to own the Assets and to perform the transaction on its part contemplated by this Agreement.

3.2 Authority and Enforceability. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby has been duly authorized by the board of directors or other applicable governing body of Seller; no other corporate act or proceeding on the part of Seller is necessary to authorize this Agreement. This Agreement has been and shall, as of the Closing, have been duly executed and delivered by Seller, and this Agreement constitutes, and when executed and delivered, shall constitute, a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as it may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to creditors' rights generally and that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

3.3 No Breach or Conflict. The execution, delivery and performance by Seller of this Agreement do not: (a) conflict with or result in a breach of any of the provisions of the Articles of Incorporation or Bylaws or similar charter documents of Seller; (b) to Seller's Knowledge, contravene any Law presently in effect or cause the suspension or revocation of any License presently in effect, which affects or binds Seller or any of its properties, except where such contravention, suspension or revocation shall not have a Material Adverse Effect (as defined below) on the Assets and shall not affect the validity or enforceability of this Agreement; or (c) conflict with or result in a breach of or a default (with or without notice or lapse of time or both) under any material agreement or instrument to which Seller is a party or by which it or any of its properties applicable to the Assets may be affected or bound, the effect of which conflict, breach, or default, either individually or in the aggregate, would be a Material Adverse Effect on the Assets. As used herein, a "Material Adverse Effect": (a) when used with respect to the Assets, means any adverse effect on the Assets, or on the operation thereof, when taken as a whole, but only to the extent such adverse effect would be deemed material by a reasonably prudent person under the circumstances; and (b) when used with respect to an entity, such as a Seller or Buyer, means any adverse effect on the business, condition (financial or otherwise) or results of operations of such entity, when taken as a whole, or on the ability of such entity to consummate the transaction contemplated hereby, but only to the extent such adverse effect would be deemed material by a reasonably prudent person under the circumstances.

3.4 Approvals.

3.4.1 The execution, delivery and performance by Seller of this Agreement does not require the authorization, consent or approval of any non-governmental third party of such a nature that the failure to obtain the same would have a Material Adverse Effect on the Assets or the Assets substantially as they have heretofore operated.

3.4.2 The execution, delivery and performance by Seller of this Agreement does not require the authorization, consent, approval, certification, license or order of, or any filing, with, any court or Governmental Body of such a nature that the failure to obtain the same would have a Material Adverse Effect on the Assets.

3.5 Compliance with Law. To Seller's Knowledge, Seller is in compliance in all material respects with all pertinent Laws and Licenses related to the ownership and operation of the Assets, other than violations that would not, individually or in the aggregate, have a Material Adverse Effect on the ownership, use or operation of the Assets or on the ability of Seller to execute and deliver this Agreement or any other agreements contemplated hereby and consummate the transactions contemplated hereby and thereby.

3.6 Title to Property. Seller has good and defensible title to all tangible personal property included in the Assets to be sold, conveyed, assigned, transferred and delivered to Buyer by Seller, free and clear of all liens, charges, claims, pledges, security interests, equities and encumbrances of any nature whatsoever suffered or created by Seller, except for the following (individually and collectively, the "Permitted Encumbrances"): (i) the lien of current taxes not delinquent, (ii) existing licensed pole attachments of third parties, (iii) liens, charges, claims, pledges, security interests, equities and encumbrances to be discharged or released either prior to, or substantially simultaneously with, the Closing and other liens and possible minor matters that in the aggregate are not substantial in amount and do not materially detract from or interfere with the present or intended use of such property.

3.7 Litigation. Except for (a) ordinary routine claims and litigation incidental to the businesses represented by the Assets (including, without limitation, actions for negligence, workers' compensation claims and the like), and (b) proceedings before regulatory authorities there are no actions, suits, claims or proceedings pending, or to Seller's Knowledge, threatened against or affecting the Assets or relating to the operations of the Assets, at law or in equity, or before or by any Governmental Body. There is no condemnation proceeding pending or, to Seller's Knowledge, threatened against any of the Assets.

3.8 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby based upon any agreements or arrangements or commitments written or oral, made by or on behalf of Seller.

3.9 Condition of Assets. Seller sells the Assets to Buyer "AS IS, WHERE IS, WITH ALL FAULTS." Seller hereby disclaims and excludes herefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty

of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Seller, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller, as of the date hereof, as follows:

4.1 Organization and Power. Buyer is a municipal government entity, and is authorized to exercise its powers, rights and privileges and is in good standing in, the State of Utah and has full power to carry on its business as presently conducted and to own or lease and operate its properties and assets now owned or leased and operated by it and to perform the transaction on its part contemplated by this Agreement.

4.2 Authority and Enforceability. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by the applicable governing body of Buyer; no other governmental act or proceeding on the part of Buyer is necessary to authorize this Agreement. This Agreement has been and shall, as of the Closing, have been, duly executed and delivered by Buyer, and this Agreement, when executed and delivered, shall constitute a valid and binding obligation of Buyer, enforceable against Buyer, in accordance with its terms, except as it may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to creditors' rights generally and that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

4.3 No Breach or Conflict. The execution, delivery and performance by Buyer of this Agreement do not: (a) conflict with or result in a breach of any of the provisions of the organizational documents of Buyer, (b) contravene any Law or cause the suspension or revocation of any License presently in effect, which affects or binds Buyer or any of its material properties; (c) conflict with or result in a breach of or default under any material agreement or instrument to which Buyer is a party or by which it or any of its properties may be affected or bound; or (d) conflict with, violate any provision of or result in a breach of or default of any financial obligations of Buyer including, without limitation, bonding covenants to which Buyer is subject.

4.4 Approvals.

4.4.1 The execution, delivery and performance by Buyer of this Agreement do not require the authorization, consent or approval of any non-governmental third party.

4.4.2 The execution, delivery and performance by Buyer of this Agreement does not require the authorization, consent, approval, certification, license or order of, or any filing with, any court or other Governmental Body, necessary to consummate the transaction contemplated hereby and to permit Buyer to acquire the Assets.

4.5 Condition of Assets. Buyer agrees that except for the representations and warranties expressly set forth in this agreement, the assets shall be purchased by Buyer on an

“AS IS, WHERE IS” basis and in “WITH ALL FAULTS” condition. Buyer acknowledges that Seller disclaims and excludes herefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, and (c) any express or implied representation, guarantee, obligation, liability or warranty of Seller, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

4.6 No Knowledge of Seller’s Breach. Buyer has no Knowledge of any breach of any representation or warranty by Seller or of any other condition or circumstance that would excuse Buyer from its timely performance of its obligation hereunder. Buyer shall notify Seller as promptly as practicable if any such information comes to its attention prior to Closing.

4.7 Qualified for Licenses. To Buyer’s Knowledge, Buyer is either (a) qualified to obtain any Licenses necessary for the operation by Buyer of the Assets as of the Closing in the same manner as the Assets are presently operated; or (b) exempt from any Laws requiring Licenses for the operation by Buyer of the Assets as of the Closing in the same manner as the Assets are presently operated.

ARTICLE 5. COVENANTS OF EACH PARTY

5.1 Efforts to Close; Reasonable Efforts. Subject to the terms and conditions herein provided including, without limitation, Articles 8 and 9 hereof, each of the parties hereto agrees to take all reasonable actions and to do all reasonable things necessary, proper or advisable under any Laws to consummate and make effective, as soon as reasonably practicable, the transaction contemplated hereby, including the satisfaction of all conditions thereto set forth herein. Such action shall include, without limitation, exerting their reasonable efforts to obtain the consents, authorizations and approvals of all private parties and other Governmental Bodies whose consent is reasonably necessary to effectuate the transaction contemplated hereby, and effecting all other necessary registrations and filings, including, without limitation, filings under Laws relating to the transfer, re-issuance or otherwise obtaining of necessary Licenses, and all other necessary filings with any other Governmental Bodies. Seller shall cooperate with Buyer’s efforts to obtain the requisite Licenses and regulatory consents, provided Seller shall not be obligated to incur any liabilities or assume any obligations in connection therewith. Other than Buyer’s and Seller’s obligations under Section 11.3, no party shall have any liability to the other party if, after using its reasonable commercial efforts, it is unable to obtain any consents, authorizations or approvals necessary for such party to consummate the transaction contemplated hereby. As used herein, the terms “reasonable efforts” or “reasonable actions” do not include the provision of any consideration to any third party or the suffering of any economic detriment to a party’s ongoing operations for the procurement of any such consent, authorization or approval except for the costs of gathering and supplying data or other information or making any filings, the fees and expenses of counsel and consultants.

5.2 Notification. Each party shall give the other prompt written notice, not later than five Business Days prior to the Closing, of any event, condition or fact arising prior to the Closing that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

ARTICLE 6. ADDITIONAL COVENANTS OF BUYER

6.1 Resale Certificate. Buyer agrees to furnish to Seller a Utah Tax Exemption Certificate Form TC-721 or other similar documents reasonably requested by Seller to comply with pertinent sales and use tax Laws.

6.2 Expenses. Whether or not the transaction contemplated hereby is consummated, except as otherwise provided in this Agreement, all Separation Costs and Transactional Costs shall be paid by Buyer. Notwithstanding the foregoing, any unforeseen costs not covered by the Separation Costs and Transactional Costs, shall be negotiated between the Buyer and Seller. All charges and expenses shall be settled between the parties at the Closing or promptly upon termination or expiration of further proceedings under this Agreement, or with respect to such charges and expenses not determined as of such time, as soon thereafter as is reasonably practicable.

6.3 Insurance. After the Effective Date, Buyer shall carry insurance, or shall self-insure, adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with its past practices for like assets, subject to the limitations set forth in Utah Code Ann. §63G-7-604, as that statute may be applicable.

6.4 Ongoing Maintenance, Repair, or Replacement; Training of Workers. After the Closing, Buyer shall be solely responsible for the maintenance of the Assets and to perform all maintenance subject to the National Electrical Safety Code (NESC), which shall include (but not limited to), NESC Rules 410A1&2, 411A3, 411E, 420A, 420B,420C, 420D, 420H, 420I, and 421A. Buyer has located and procured or is prepared to locate and procure on its own behalf, replacement components in the event of failure of any or all of the Assets at any time. Buyer takes full responsibility for the installation of such replacement components.

6.4.1 Buyer has arranged or shall arrange for personnel qualified under Occupational Safety and Health Administration (OSHA) and NESC requirements to operate, maintain, and repair the Assets, and shall in no way rely on Rocky Mountain Power for such services. Buyer acknowledges the need to only utilize workers qualified as per requirements in OSHA 29 C.F.R. 1910.268 and 29 C.F.R. 1910.269 to perform maintenance on the Assets.

6.5 Energy Only Rate Schedule. The Assets purchased shall be placed on an energy-only rate schedule shown in Exhibit D, upon Closing. Buyer shall ensure that all future street lights added to Buyer's system have a means of disconnect suitable to Seller and the electrical inspection authority having jurisdiction. Buyer agrees that all connections and disconnections of the Assets from Seller's overall system shall be handled exclusively by Seller. Buyer shall provide Seller with notice of any changes to the Assets after the Closing that would affect Seller's billing arrangement with Buyer. Buyer shall comply with all of Seller's rules, regulations and requirements with respect to altering facilities and/or adding new facilities.

6.6 Notification of Change in Ownership. Within thirty (30) days following the Closing Date, Buyer shall notify all owners of real property located within Buyer's annexed town limits of Buyer's acquisition of the Assets. Such notification shall clearly: a) state that

Buyer assumes all responsibilities and liabilities in and to the Assets; and b) provide contact information to report outages or other problems. Notice need not be provided by direct mail.

ARTICLE 7. ADDITIONAL COVENANTS OF SELLER

7.1 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Buyer shall otherwise consent in writing, which consent shall not be unreasonably withheld or delayed, and except for actions taken which are required by Law or arise from or are related to the anticipated transfer of the Assets or as otherwise contemplated by this Agreement, Seller shall:

7.1.1 Operate and maintain the Assets only in the usual and ordinary course, materially consistent with practices followed prior to the execution of this Agreement;

7.1.2 Not (i) sell, lease, transfer or dispose of, or make any contract for the sale, lease, transfer or disposition of, any assets or properties which would be included in the Assets, other than sales in the ordinary course of business which would not individually, or in the aggregate, have a Material Adverse Effect upon the operations or value of Assets; (ii) incur, assume, guaranty, or otherwise become liable in respect of any indebtedness for money borrowed which would result in the Buyer assuming such liability hereunder after the Closing; (iii) delay the payment and discharge of any liability which, upon Closing, would be an assumed liability, because of the transactions contemplated hereby; (iv) encumber or voluntarily subject to any lien any Asset (except for Permitted Encumbrances); or (v) sell, lease, transfer or dispose of, to any Affiliate of Seller, any assets or properties which would be included in the Assets, or remove any such assets or property to or for the benefit of Seller or any Affiliate of any Seller;

7.1.3 Maintain in force and effect the existing material property and liability insurance policies related to the Assets;

7.1.4 Subject to Section 5.2, not take any action which would cause any of Seller's representations and warranties set forth in Article 3 to be materially false as of the Closing;

7.2 Conduct Following Closing. Seller shall take the following actions following Closing, as specified in this Section 7.2.

7.2.1 Renumbering of Purchased Poles. Within 90 days following the Closing, Seller shall physically renumber all sale poles via Seller-owned pole plates so as to indicate Buyer ownership for future tracking and billing purposes.

7.2.2 Notice to Third-Party Attachers of Change of Pole Ownership. Seller shall give abandonment notice to all known third-party attachers within thirty (30) days following Closing. A list of all known third party attachments is attached hereto as Exhibit F. Except as specifically set forth in this Section 7.2.2, Seller's responsibility with respect to the third party attachments shall conclude at Closing.

ARTICLE 8. BUYER'S CONDITIONS TO CLOSING

The obligations of Buyer to consummate the transaction contemplated with respect to the Assets shall be subject to fulfillment at or prior to the Closing of the following conditions, unless Buyer waives in writing such fulfillment.

8.1 Performance of Agreement. Seller shall have performed in all material respects its agreements and obligations contained in this Agreement required to be performed on or prior to the Closing.

8.2 Accuracy of Representations and Warranties. The representations and warranties of Seller set forth in Article 3 of this Agreement shall be true in all material respects as to the Assets in question and as of the date of this Agreement (unless the inaccuracy or inaccuracies which would otherwise result in a failure of this condition have been cured as of the Closing) and as of the Closing.

8.3 Approvals. All approvals, consents, authorizations and waivers from other Governmental Bodies and all approvals, consents, authorizations and waivers from other third parties (collectively "Approvals") required for Buyer to operate the Assets materially in accordance with the manner in which it was operated by Seller prior to the Closing, shall have been obtained in form and substance satisfactory to Buyer in its reasonable discretion.

8.4 No Restraint. There shall be no:

8.4.1 Injunction, restraining order or order of any nature issued by any court of competent jurisdiction or Governmental Body which directs that the transaction contemplated hereby shall not be consummated as herein provided or compels or would compel Buyer to dispose of or discontinue, or materially restrict the operations of, the Assets or any significant portion of the Assets with respect thereto as a result of the consummation of the transaction contemplated hereby;

8.4.2 Suit, action or other proceeding by any Governmental Body pending or threatened (pursuant to a written notification), wherein such complainant seeks the restraint or prohibition of the consummation of the transaction contemplated hereby or seeks to compel, or such complainant's actions would compel, Buyer to dispose of or discontinue, or materially restrict the operations of, the Assets as a result of the consummation of the transaction contemplated hereby; or

8.4.3 Action taken, or Law enacted, promulgated or deemed applicable to the transaction contemplated hereby, by any Governmental Body which would render the purchase and sale of the Assets illegal or which would threaten the imposition of any penalty or material economic detriment upon Buyer if such purchase and sale were consummated; provided that the Parties shall use their reasonable efforts to litigate against, and to obtain the lifting of, any such injunction, restraining or other order, restraint, prohibition, action, suit, Law or penalty.

8.5 Casualty; Condemnation.

8.5.1 Casualty. If any part of the Assets is damaged or destroyed (whether by fire, theft, vandalism or other casualty) in whole or in part prior to the Closing, and the fair market value of the damaged, lost or destroyed Assets or the cost of repair of the Assets that were damaged or destroyed is less than 15 percent of the aggregate Asset Purchase Price, the Seller shall, at its option, either (i) reduce the Asset Purchase Price by the lesser of the fair market value of the Assets damaged or destroyed (such value to be determined as of the date immediately prior to such damage or destruction), or the estimated cost to repair or restore the same, (ii) upon the Closing, transfer the proceeds or the rights to the proceeds of applicable insurance to Buyer, provided that the proceeds or the rights to the proceeds are obtainable without delay and are sufficient to fully restore the damaged Assets, or (iii) repair or restore such damaged or destroyed Assets. If any part of the Assets related to the Assets are damaged or destroyed (whether by fire, theft, vandalism or other cause or casualty) in whole or in part prior to the Closing and the lesser of the fair market value of such Assets or the cost of repair is greater than 15 percent of the aggregate Asset Purchase Price, then Buyer may elect to terminate this Agreement or require Seller upon the Closing to transfer the proceeds (or the right to the proceeds) of applicable insurance to Buyer and Buyer may restore or repair the Assets.

8.5.2 Condemnation. From the date hereof until the Closing, in the event that any material portion of the Assets becomes subject to or is threatened with any condemnation or eminent domain proceedings, then Buyer may, (i) if such condemnation, if successful, would not practically preclude the operation of the balance of the Assets for the purposes for which they were intended, elect to terminate this Agreement with respect only to that part which is condemned or threatened to be condemned with a reduction in the Asset Purchase Price, or (ii) if such condemnation, if successful, would practically preclude the operation of the balance of the Assets for purposes for which it is intended, elect to terminate this Agreement.

8.6 Receipt of Other Documents. Buyer shall have received all other documents, instruments and writings reasonably required to be delivered to Buyer at or prior to Closing pursuant to the Agreement and such other certificates of authority and documents as Buyer reasonably requests.

8.7 Material Adverse Effect. There shall not have been an impairment of any Asset, as a result of a degradation of its physical condition, a change in Law, or provision of any approval that could reasonably be expected to have a Material Adverse Effect on the Buyer's ability to operate the Assets.

ARTICLE 9. SELLER'S CONDITIONS TO CLOSING

The obligations of Seller to consummate the transaction contemplated hereby with respect to the Assets related thereto shall be subject to the fulfillment at or prior to the Closing of the following conditions, unless Seller waives in writing such fulfillment.

9.1 Performance of Agreement. Buyer shall have performed in all material respects its agreements and obligations contained in this Agreement required to be performed on or prior to the Closing.

9.2 Accuracy of Representations and Warranties. The representations and warranties of Buyer set forth in Article 4 of this Agreement shall be true in all material respects as of the date of this Agreement (unless the inaccuracy or inaccuracies which would otherwise result in a failure of this condition have been cured by the Closing) and as of the Closing as if made as of such time.

9.3 Approvals. All Approvals required for Seller to consummate the transaction contemplated shall have been obtained in form and substance satisfactory to Seller affected by such Approval in its reasonable discretion.

9.4 No Restraint. There shall be no:

9.4.1 Injunction, restraining order or order of any nature issued by any court of competent jurisdiction or Governmental Body which directs that the transaction contemplated hereby shall not be consummated as herein provided;

9.4.2 Suit, action or other proceeding by any Governmental Body pending or threatened (pursuant to a written notification), wherein such complainant seeks the restraint or prohibition of the consummation of the transaction contemplated hereby or otherwise constrains consummation of such transaction on the terms contemplated herein; or

9.4.3 Action taken, or law enacted, promulgated or deemed applicable to the transaction contemplated hereby, by any Governmental Body which would render the purchase and sale of the Plant and related Assets illegal or which would threaten the imposition of any penalty or material economic detriment upon Seller if such transaction were consummated;

Provided that the Parties shall use their reasonable efforts to litigate against, and to obtain the lifting of, any such injunction, restraining or other order, restraint, prohibition, action, suit, law or penalty.

9.5 Receipt of Other Documents. Seller shall have received all documents, instruments and writings required to be delivered to Seller at or prior to Closing pursuant to the Agreement and such other certificates of authority and documents as Seller reasonably requests.

ARTICLE 10. CLOSING

10.1 Closing. Subject to the terms and conditions hereof, the consummation of the transaction contemplated herein (the "Closing") shall occur at the offices of Rocky Mountain Power, 201 South Main Street, or a mutually agreeable place or places, within five Business Days after all of the conditions set forth in Article 8 and Article 9 hereof have been satisfied or waived or at such other time as the parties may agree, but in no event later than November 30, 2016 unless earlier terminated pursuant to Article 11. The date on which the Closing actually occurs is referred to herein as the "Closing Date." At the Closing and subject to the terms and conditions hereof, the following shall occur:

10.1.1 Deliveries by Seller. Seller shall deliver to Buyer such instruments of transfer and conveyance properly executed and acknowledged by Seller in customary form

mutually agreed to by the Seller and Buyer necessary to transfer to and vest in Buyer all of Seller's right, title and interest in and to the Assets including, without limitation:

- (a) Bills of Sale and assignment in respect of the Assets;
- (b) Possession of the Assets.

10.1.2 Deliveries by Buyer. No less than two (2) Business Day prior to the Closing Date, Buyer shall deliver to Seller immediately available funds in U.S. dollars, by way of wire transfer to an account to be designated by Seller, in an aggregate amount equal to the Asset Purchase Price.

10.2 Prorations. Items of expense and income (if any) affecting the Assets and the Assumed Liabilities that are customarily pro-rated, including, without limitation, real and personal property taxes, utility charges, charges arising under leases, insurance premiums, and the like, shall be pro-rated between Seller and Buyer.

ARTICLE 11. TERMINATION

11.1 Termination. Any transactions contemplated hereby that have not been consummated may be terminated:

11.1.1 At any time, by mutual written consent of the Seller and Buyer; or

11.1.2 By either Buyer or the Seller, as the case may be, upon 30 days written notice given any time after (i) the issuance of an order by a Governmental Body in a manner that fails to meet the conditions of the terminating party set forth in Sections 8.4 or 9.4, as the case may be, or (ii) all necessary applications for approval of this Agreement by Governmental Bodies have been filed and a final order, not including any period after such order during which applications for rehearing or modification or judicial appeals or remedies are pending, has not been obtained with respect to each such Application by the Termination Date.

11.1.3 By one Party upon written notice to the other if there has been a material default or breach under this Agreement by another party which is not cured by the earlier of the Closing Date or the date 30 days after receipt by the other party of written notice from the terminating party specifying with particularity such breach or default; or

11.1.4 By either Buyer or the Seller upon written notice to the other Party, if (i) the Closing shall not have occurred by the Termination Date; or (ii) (A) in the case of termination by the Seller, the conditions set forth in ARTICLE 9 for the Closing cannot reasonably be met by the Termination Date and (B) in the case of termination by Buyer, the conditions set forth in ARTICLE 8 for the Closing cannot reasonably be met by the Termination Date, unless in either of the cases described in clauses (A) or (B), the failure of the condition is the result of the material breach of this Agreement by the party seeking to terminate. The Termination Date for the Closing shall be one year from the date of this Agreement. Such date, or such later date as may be specifically provided for in this Agreement, or agreed upon by the parties, is herein referred to as the "Termination Date." Each Party's right of termination hereunder is in addition to any other rights it may have hereunder or otherwise.

11.2 Non-Funding. If Necessary, Buyer shall request an appropriation of funds to make payments under this Agreement. If funds are not available to Buyer beyond the 30 days after the Closing Date, that immediately follows the Effective Date, this Agreement shall terminate. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement by either party and said termination shall be without any penalty, whatsoever, and no right of action for damages or other relief shall accrue to either party. If funds are not appropriated, Buyer shall, within ten (10) days of the date on which the event giving rise to the non-funding occurs, notify Seller in writing of said non-funding and the termination of this Agreement.

11.3 Effect of Termination. If there has been a termination pursuant to Section 11.1, then this Agreement shall be deemed terminated and all further obligations of the parties hereunder shall terminate, except that the obligations set forth in ARTICLE 12 shall survive. In the event of such termination of this Agreement, there shall be no liability for damages on the part of a party to another under and by reason of this Agreement or the transaction contemplated hereby except as set forth in ARTICLE 12 and except for intentionally fraudulent acts by a party, the remedies for which shall not be limited by the provisions of this Agreement. The foregoing provisions shall not, however, limit or restrict the availability of specific performance or other injunctive or equitable relief to the extent that specific performance or such other relief would otherwise be available to a party hereunder.

ARTICLE 12. SURVIVAL AND REMEDIES; INDEMNIFICATION

12.1 Survival. Except as may be otherwise expressly set forth in this Agreement, the representations, warranties, covenants and agreements of Buyer and Seller set forth in this Agreement, or in any writing required to be delivered in connection with this Agreement, shall survive the Closing Date.

12.2 Damages. Absent intentional fraud or unless otherwise specifically provided herein, in no event shall either party be liable to the other party for consequential damages, indirect damages, punitive damages, lost profits, damage to reputation, lost data, exemplary damages, or the like. Damages shall be limited to actual out-of-pocket losses actually suffered and to an aggregate limit of 100% of the Asset Purchase Price. The amount of damages shall be computed net of any related recoveries to which the damaged party is entitled under insurance policies, or other related payments received or receivable from third parties, and net of any tax benefits actually received by the party or for which it is eligible.

12.3 Indemnity by Seller. Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, employees, agents, contractors, affiliates and successors from and against any and all liability, loss, damage, claim, suit or cause of action arising out of or relating to (1) Seller's ownership, operation or maintenance of the Assets prior to Closing; or (2) Seller's failure to perform any of its obligations under this Agreement; or (3) any representation or warranty of Seller in this Agreement being untrue or inaccurate in any material respect; or (4) if the Closing occurs, the failure of Seller to pay, discharge or perform, as and when due, any of the Excluded Liabilities. Buyer shall have the right to enter into the action and assume the defense thereof with legal counsel selected by Buyer for any such claim, suit or action which is subject to

this indemnity. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

12.4 Indemnity by Buyer. Buyer shall defend, indemnify, and hold harmless Seller, its officers, directors, employees, agents, contractors, affiliates and successors from and against any and all liability, loss, damage, claim, suit or cause of action arising out of or relating to (1) Buyer's ownership, operation or maintenance of the Assets following Closing; or (2) Buyer's failure to perform any of its obligations under this Agreement; or (3) any representation or warranty of Buyer in this Agreement being untrue or inaccurate in any material respect. Seller shall have the right to enter into the action and assume the defense thereof with legal counsel selected by Seller for any such claim, suit or action which is subject to this indemnity. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

12.5 Limitations on Indemnities. The indemnification obligations of Seller and Buyer shall be subject to the following limitations and qualifications:

12.5.1 The party requesting indemnification shall promptly (but in no event less than sixty (60) days) upon its discovery of facts or circumstances giving rise to a claim for indemnification, including receipt by it of notice of any demand, assertion, claim, action or proceeding, judicial, governmental or otherwise, by any third party, give written notice thereof to the indemnifying party. The written notice shall include a copy of any third-party claim and other documents received.

12.5.2 The written notice of a claim for which indemnification is requested must be made before the second anniversary of the earlier to occur of the Closing Date or the date on which this Agreement is terminated, as the case may be.

12.5.3 In no event shall the indemnifying party be liable to the indemnified party for consequential damages, indirect damages, punitive damages, lost profits, damage to reputation, lost data, exemplary damages, or the like. Damages shall be limited to actual out-of-pocket losses actually suffered and to an aggregate limit of 100% of the Asset Purchase Price. The amount of damages shall be computed net of any related recoveries to which the indemnitee is entitled under insurance policies, or other related payments received or receivable from third parties, and net of any tax benefits actually received by the indemnitee or for which it is eligible, taking into account the income tax treatment of the receipt of indemnification.

ARTICLE 13. GENERAL PROVISIONS

13.1 Notices. All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight air courier or by mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt if delivered in person, (b) one (1) Business Day after having been delivered to an air courier for overnight delivery or (c) three (3) Business Days after having been deposited in the U.S. mails as certified or registered mail, return receipt requested, all fees prepaid, directed to the parties or their permitted assignees at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to Seller, addressed to:	If to Buyer, addressed to:
Aaron Gibson Rocky Mountain Power 70 North 200 East American Fork, Utah 84003 Telephone: (801) 756-1201	Curtis Dickson Nancy Dean, Clearfield City Recorder Deputy Director 55 South State Street Clearfield, Utah 84015 Telephone (801) 525-271495

With a copy to :
Rocky Mountain Power Legal Dept. 1407 West North Temple, Suite 320 Salt Lake City, Utah 84116 Telephone: (801) 220-2154

13.2 Attorney's Fees. In any litigation or other proceeding relating to this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

13.3 Successors and Assigns. Buyer may assign the Agreement, and Buyer's assignee shall succeed to all rights and obligations of Buyer as if identified as Buyer in the preamble of this Purchase and Sale Agreement. In addition, Buyer may grant to its lenders a security interest in its rights under this Agreement; provided that neither the grant of any such interest, nor the foreclosure of any such interest, shall in any way release, reduce or diminish the obligations of Buyer to Seller hereunder. The rights under this Agreement shall not be assignable or transferable nor the duties delegable by Seller without the prior written consent of Buyer. Nothing contained in this Agreement, express or implied, is intended to confer upon any Person, other than the parties hereto, their permitted successors-in-interest and permitted assignees and any Person who or which is an intended beneficiary of the indemnities provided herein, any rights or remedies under or by reason of this Agreement unless so stated to the contrary.

13.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.5 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

13.6 Entirety of Agreement; Amendments. This Agreement (including the Exhibits hereto) contains the entire understanding between the parties concerning the subject matter of this Agreement except as expressly provided for herein, supersede all prior understandings and agreements, whether oral or written, between them with respect to the subject matter hereof and thereof. There are no representations, warranties, agreements,

arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement and such other documents and instruments which are not fully expressed herein or therein. This Agreement may be amended or modified only by an agreement in writing signed by each of the parties hereto. All Exhibits attached to or delivered in connection with this Agreement are integral parts of this Agreement as if fully set forth herein.

13.7 Construction. This Agreement and any documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the Person who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though the parties participated equally in the drafting of the same. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable either to this Agreement or such other documents and instruments. Whenever in this Agreement the context so suggests, references to the masculine shall be deemed to include the feminine, references to the singular shall be deemed to include the plural, and references to “or” shall be deemed to be disjunctive but not necessarily exclusive.

13.8 Waiver. The failure of a party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, but the obligations of the parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a party shall be valid unless in writing signed by such party or operational by the terms of this Agreement. A waiver by any party of the performance of any covenant, condition, representation or warranty of any other party shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

13.9 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the Laws of the State of Utah applicable to contracts made and to be performed wholly within the State of Utah. Any action or proceeding arising under this Agreement shall be adjudicated in Salt Lake City, Utah.

13.10 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable Law, but if any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable Law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, without affecting the remainder of such provision or the remaining provisions of this Agreement.

13.11 Consents Not Unreasonably Withheld. Wherever the consent or approval of any party is required under this Agreement, such consent or approval shall not be unreasonably withheld, unless such consent or approval is to be given by such party at the sole or absolute discretion of such party or is otherwise similarly qualified.

13.12 Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect to litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Signature Page Follows

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

BUYER:

City of Clearfield, a body corporate and politic of the State of Utah

By: _____

Name: _____

~~Curtis Dickson~~ Mark Shepherd
Title: Clearfield ~~Deputy Director~~ City Mayor

STATE OF UTAH)
 : ss.
_____)

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of _____, Office of Mayor, and that the foregoing instrument was signed on behalf of _____, by authority of law.

[SEAL]

NOTARY PUBLIC
Residing in _____

SELLER:

PACIFICORP, an Oregon corporation, dba
ROCKY MOUNTAIN POWER

By: _____

Name: R. Jeff Richards

Title: Vice President and General Counsel

CITY OF CLEARFIELD
Streetlighting Facilities
PURCHASE AND SALE AGREEMENT

Exhibit A

Persons With Knowledge

“Knowledge” of a party shall mean with respect to such party, the extent of the actual knowledge of the following Persons with respect to such party:

For Seller:

Aaron Gibson, Regional Business Manager

For Buyer:

~~Curtis Dickson~~ Nancy Dean, Clearfield City Recorder ~~Deputy Director~~

CITY OF CLEARFIELD
Streetlighting Facilities
PURCHASE AND SALE AGREEMENT
Exhibit B

Assets

Asset Description	FERC ACCOUNT	Vintage	QUANTITY	Sales Price
Luminaires	373	2015	3	1,624
Luminaires	373	2014	3	440
Luminaires	373	2013	3	1,661
Luminaires	373	2012	3	2,729
Luminaires	373	2011	3	1,616
Luminaires	373	2010	8	3,476
Luminaires	373	2009	8	2,190
Luminaires	373	2008	8	2,767
Luminaires	373	2007	8	3,682
Luminaires	373	2006	8	3,768
Luminaires	373	2005	8	3,649
Luminaires	373	2004	8	1,315
Luminaires	373	2003	8	2,965
Luminaires	373	2002	8	411
Luminaires	373	2001	8	1,438
Luminaires	373	2000	9	1,728
Luminaires	373	1999	9	1,225
Luminaires	373	1998	9	1,163
Luminaires	373	1997	9	1,125
Luminaires	373	1996	9	1,073
Luminaires	373	1995	9	1,031
Luminaires	373	1994	9	948
Luminaires	373	1993	9	863
Luminaires	373	1992	9	807
Luminaires	373	1991	9	738
Luminaires	373	1990	6	453
Luminaires	373	1989	6	419
Luminaires	373	1988	6	382
Luminaires	373	1987	6	363
Luminaires	373	1986	6	360
Luminaires	373	1985	6	354
Luminaires	373	1984	6	329
Luminaires	373	1983	6	293
Luminaires	373	1982	6	270
Luminaires	373	1981	6	239
Luminaires	373	1980	9	300
Luminaires	373	1979	9	252
Luminaires	373	1978	9	214
Luminaires	373	1977	9	181
Luminaires	373	1976	9	150
Luminaires	373	1975	9	123
Luminaires	373	1974	9	93

Asset Description	FERC ACCOUNT	Vintage	QUANTITY	Sales Price
Luminaires	373	1973	9	69
Luminaires	373	1972	9	58
Luminaires	373	1971	9	47
Luminaires	373	1970	254	993
Wood Poles	364	2010	6	27,027
Wood Poles	364	2009	6	28,106
Wood Poles	364	2008	6	14,699
Wood Poles	364	2007	6	18,805
Wood Poles	364	2006	6	18,332
Wood Poles	364	2005	6	17,446
Wood Poles	364	2004	6	13,587
Wood Poles	364	2003	6	11,517
Wood Poles	364	2002	6	9,021
Wood Poles	364	2001	6	6,972
Wood Poles	364	2000	6	9,333
Wood Poles	364	1999	6	2,981
Wood Poles	364	1997	6	3,130
Wood Poles	364	1996	6	3,455
Wood Poles	364	1995	6	1,858
Wood Poles	364	1994	6	1,743
Wood Poles	364	1993	6	1,636
Wood Poles	364	1992	6	1,571
Wood Poles	364	1991	6	1,458
Wood Poles	364	1990	6	1,376
Wood Poles	364	1989	6	1,295
Wood Poles	364	1988	6	1,247
Wood Poles	364	1987	6	1,200
Wood Poles	364	1986	6	1,179
Wood Poles	364	1985	6	1,158
Wood Poles	364	1984	6	1,157
Wood Poles	364	1982	6	1,101
Wood Poles	364	1981	6	1,017
Wood Poles	364	1980	6	918
Wood Poles	364	1979	6	835
Wood Poles	364	1978	6	725
Wood Poles	364	1977	6	660
Wood Poles	364	1976	6	614
Wood Poles	364	1975	6	598
Wood Poles	364	1974	6	503
Wood Poles	364	1973	6	388
Wood Poles	364	1972	6	331
Wood Poles	364	1970	83	3,782
Non Wood Poles	373	1998	10	2,414
Non Wood Poles	373	1983	10	824
Non Wood Poles	373	1971	10	88
Non Wood Poles	373	1970	111	732
Overhead Conductor	373	2014	85	137
Overhead Conductor	373	2013	171	303
Overhead Conductor	373	2012	171	520
Overhead Conductor	373	2011	171	299

Asset Description	FERC ACCOUNT	Vintage	QUANTITY	Sales Price
Overhead Conductor	373	2010	512	633
Overhead Conductor	373	2009	512	1,029
Overhead Conductor	373	2008	512	703
Overhead Conductor	373	2007	426	1,148
Overhead Conductor	373	2006	256	668
Overhead Conductor	373	2003	85	148
Overhead Conductor	373	2002	85	207
Overhead Conductor	373	2001	171	207
Overhead Conductor	365	2000	256	129
Overhead Conductor	365	1996	85	33
Overhead Conductor	365	1988	85	25
Overhead Conductor	365	1984	85	21
Overhead Conductor	365	1979	171	29
Overhead Conductor	365	1978	597	94
Overhead Conductor	365	1977	512	81
Overhead Conductor	365	1976	426	61
Overhead Conductor	365	1975	256	32
Overhead Conductor	365	1974	256	25
Overhead Conductor	365	1973	256	21
Overhead Conductor	365	1971	171	13
Overhead Conductor	365	1970	9,037	593
Underground Cable	373	2015	100	602
Underground Cable	373	2014	50	316
Underground Cable	373	2007	50	54
Underground Cable	373	2006	150	70
Underground Cable	373	2005	300	949
Underground Cable	373	2004	300	1,040
Underground Cable	373	2003	250	1,195
Underground Cable	373	2002	250	389
Underground Cable	373	2001	200	295
Underground Cable	373	2000	200	240
Underground Cable	373	1999	350	170
Underground Cable	373	1998	350	213
Underground Cable	373	1997	350	228
Underground Cable	373	1996	300	186
Underground Cable	373	1995	350	194
Underground Cable	373	1994	350	179
Underground Cable	373	1993	350	163
Underground Cable	373	1992	350	152
Underground Cable	373	1991	350	139
Underground Cable	373	1990	250	91
Underground Cable	373	1989	250	85
Underground Cable	373	1988	200	62
Underground Cable	373	1987	250	73
Underground Cable	373	1986	250	73
Underground Cable	373	1985	250	72
Underground Cable	373	1984	200	53
Underground Cable	373	1983	250	59
Underground Cable	373	1982	250	55
Underground Cable	373	1981	250	48

Asset Description	FERC ACCOUNT	Vintage	QUANTITY	Sales Price
Underground Cable	373	1980	350	56
Underground Cable	373	1979	250	34
Underground Cable	373	1977	50	5
Underground Cable	373	1976	100	8
Underground Cable	373	1975	200	13
Underground Cable	373	1974	200	10
Underground Cable	373	1973	200	7
Underground Cable	373	1972	350	11
Underground Cable	373	1971	250	6
Underground Cable	373	1970	4,150	79
Total				<u>\$282,026</u>

CITY OF CLEARFIELD
Streetlighting Facilities
PURCHASE AND SALE AGREEMENT
Exhibit C

Breakdown of Asset Purchase Price

<u>Description</u>	<u>Sales Price</u>
<u>Plant In Service</u>	
364 Poles, Towers and Fixtures	\$212,761
365 Overhead Conductors & Devices	\$1,157
373 Street Lighting and Signal Systems	\$68,108
Plant In Service	\$282,026
Income Taxes	\$9,937
Sale Price - Existing Assets	<hr/> \$291,962
Expenses	
Separation Costs	\$0
Estimated Sales Tax @ 0.00%	\$0
Legal/Transaction Costs	\$2,500
Total Expenses	<hr/> \$2,500
Total Sale Price	<hr/> <hr/> \$294,462

CITY OF CLEARFIELD
Streetlighting Facilities
PURCHASE AND SALE AGREEMENT

Exhibit D

Energy Only Rate Schedule

Rocky Mountain Power, Electric Service Schedule No. 12, State of Utah for Street Lighting: Customer-Owned System, currently available at http://www.rockymountainpower.net/content/dam/rocky_mountain_power/doc/About_Us/Rates_and_Regulation/Utah/Approved_Tariffs/Rate_Schedules/Street_Lighting_Customer_Owned_System.pdf , as the same may be modified, amended, or superseded.

CITY OF CLEARFIELD
Streetlighting Facilities
PURCHASE AND SALE AGREEMENT

Exhibit E
BILL OF SALE

SELLER: ROCKY MOUNTAIN POWER

BUYER: CITY OF CLEARFIELD

FOR VALUABLE CONSIDERATION totaling Two Hundred Ninety Four Thousand Four Hundred SixtyTwo and no/100 Dollars (U.S.) (\$294,462), the receipt of which is hereby acknowledged, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells and delivers to City of Clearfield, Utah ("Buyer"), pursuant to an Asset Purchase Agreement dated as of the ____ day of _____, 2016, all of its right, title, and interest in and to all of the Assets listed on Exhibit B, attached to said Asset Purchase Agreement, and presently in the possession of Seller.

THE ASSETS ARE SOLD AND DELIVERED TO BUYER "AS IS, WHERE IS, WITH ALL FAULTS."

ROCKY MOUNTAIN POWER HEREBY DISCLAIMS AND EXCLUDES HEREFROM, (A) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR QUALITY OF THE MATERIALS OR WORKMANSHIP IN, OR ANY DEFECTS IN, THE ASSETS, (B) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR (C) ANY EXPRESS OR IMPLIED REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE OTHER THAN THOSE EXPRESSLY SET FORTH IN SAID ASSET PURCHASE AGREEMENT.

DATED this _____ day of _____ 2016.

PACIFICORP, an Oregon corporation, dba
ROCKY MOUNTAIN POWER

By: _____
Name: R. Jeff Richards
Title: Vice President and General Counsel

CITY OF CLEARFIELD

**Streetlighting Facilities
PURCHASE AND SALE AGREEMENT
Exhibit F
Third-Party Attachments**

Attachment Info	Map String	Pole No.	Approximate Address
Comcast	11204001.0	070512	1100 S 1075 E
Metricom;Comcast;CentruryLink (Qwest)	11204001.0	071430	1285 S 1125 E
Comcast	11204001.0	072404	1307 S 1200 E
CentruryLink (Qwest);Comcast	11204001.0	072509	1130 S 1200 E
Comcast;Comcast	11204001.0	072511	1100 S 1200 E
Comcast;CentruryLink (Qwest);Metricom	11204001.0	072608	1182 E 1100 S
CentruryLink (Qwest)	11204001.0	073303	1409 S 1230 E
CentruryLink (Qwest);Comcast;Integra (Electric Light wave)	11204001.0	075730	1547 E 925 S
Comcast; CentruryLink (Qwest)	11204001.0	076610	1613 E 1100 S
Integra (Electric Light wave)	11204001.0	076731	950 S 1650 E
Comcast	11204001.0	077501	1100 S 1690 E
Comcast;	11204002.0	010905	270 N MAIN ST
Comcast	11204002.0	010908	53 E NORTH LAKEVIEW DR 275 N
Metricom	11204002.0	011905	200 E NORTH LAKEVIEW DR 275 N
Comcast	11204002.0	012531	270 E 200 S
Metricom	11204002.0	015510	200 S LOCUST ST
Metricom	11204002.0	016005	640 E ROSS DR
Comcast	11204002.0	018303	855 E BIRCH ST
Comcast;	11204002.0	025530	131 S 525 W
Comcast;	11204002.0	026531	81 S 350 W
Comcast;	11204002.0	026650	75 N 360 W
Metricom;	11204002.0	026730	360 W 100 N
Comcast;	11204002.0	026804	400 W 150 N
CentruryLink (Qwest);Comcast	11204002.0	029920	250 N MAIN ST
CentruryLink (Qwest);	11204002.0	035830	115 N 1400 W
Metricom;Comcast;	11204002.0	036000	1350 W 700 S
Comcast;	11204002.0	037504	194 S 1300 W
Comcast;	11204002.0	037510	171 S 1250 W
Integra (Electric Lightwave);Comcast;	11204002.0	037707	1200 W 75 N
CentruryLink (Qwest);	11204002.0	037709	75 N 1250 W
Comcast	11204002.0	038704	1100 W 75 N
Integra (Electric Lightwave);CentruryLink (Qwest);Comcast	11204002.0	039607	75 S 1050 W
Comcast;CentruryLink (Qwest);	11204002.0	039705	1000 W 75 N
Comcast;	11204002.0	106814	785 S 1350 W

CLEARFIELD CITY RESOLUTION 2016R-23

A RESOLUTION APPROVING THE NEW INTERLOCAL COOPERATION AGREEMENT DAVIS COUNTY, BOUNTIFUL CITY, CENTERVILLE CITY, CLEARFIELD CITY, CLINTON CITY, FARMINGTON CITY, FRUIT HEIGHTS CITY, KAYSVILLE CITY, LAYTON CITY, NORTH SALT LAKE CITY, SOUTH WEBER CITY, SUNSET CITY, SYRACUSE CITY, WEST BOUNTIFUL CITY, WEST POINT CITY AND WOODS CROSS CITY TO PROVIDE SERVICES THAT WILL MAXIMIZE PUBLIC RESOURCES AND PERSONNEL TO BENEFIT THE GENERAL PUBLIC'S WELFARE THROUGH THE DAVIS METRO NARCOTICS STRIKE FORCE

WHEREAS, 11-13-1 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements to provide services, such as law enforcement services, that will maximize public resources and personnel to benefit the general public's welfare; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, all of the parties hereto have experienced within their jurisdictions a growing problem concerning the production, manufacture, trade, and use of illegal controlled substances, illegal gang-related activities, and major crimes within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, , the parties desire to inter into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively investigating and prosecuting the sale, use and manufacturing of controlled substances, gang-related activities, and similar major crimes that require specialized personnel on a regional basis.

NOW, THEREFORE, be it resolved by the Clearfield City Council that the attached Interlocal Cooperation Agreement between Davis County, Bountiful City, Centerville City, Clearfield City, Clinton City, Farmington City, Fruit Heights City, Kaysville City, Layton City, North Salt Lake City, South Weber City, Sunset City, Syracuse City, West Bountiful City, West Point City and Woods Cross City is approved and the Mayor is authorized to execute the agreement which is attached hereto as Exhibit "A."

DATED this 22nd day of November, 2016.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST:

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

INTERLOCAL COOPERATION AGREEMENT
DAVIS METRO NARCOTICS STRIKE FORCE

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into by and between DAVIS COUNTY, UTAH, a political subdivision of the State of Utah, Bountiful City, Centerville City, Clearfield City, Clinton City, Farmington City, Fruit Heights City, Kaysville City, Layton City, North Salt Lake City, South Weber City, Sunset City, Syracuse City, West Bountiful City, West Point City, and Woods Cross City.

WITNESSETH

WHEREAS, 11-13-1 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements to provide services, such as law enforcement services, that will maximize public resources and personnel to benefit the general public's welfare; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, all of the parties hereto have experienced within their jurisdictions a growing problem concerning the production, manufacture, trade, and use of illegal controlled substances, illegal gang-related activities, and major crimes within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, the parties desire to inter into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively investigating and prosecuting the sale, use and manufacturing of controlled substances, gang-related activities, and similar major crimes that require specialized personnel on a regional basis.

NOW, THEREFORE, in consideration of the mutual promises set forth herein the parties do hereby agree as follows:

AGREEMENT

Section 1. Effective Date and Duration of Agreement

A. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date"). This Agreement shall continue and remain in full force and effect for a period of time not to exceed fifty years from the Effective Date of this Agreement (the "Term"), unless terminated by the mutual consent of the parties or terminated in accordance with the termination provisions contained herein. Each party shall review and update this Agreement annually.

Section 2. Strike Force

A. The parties, through this Agreement, hereby create the Davis Metro Narcotics Strike Force (hereinafter "Strike Force") for the purpose of investigating and prosecuting violations of the controlled substances laws of the State of Utah and the United States of

America at all levels, and to coordinate and/or provide assistance to the member agencies to combat gang-related activities and other major crimes within Davis County.

B. The Strike Force shall be managed by an Executive Board that shall consist of the following members: The Chief of Police of each participating city's law enforcement department, the Davis County Sheriff, and the Davis County Attorney, or a designated representative as appointed thereto. Executive Board participation is contingent upon participation through assessment fees, or by providing personnel to the Strike Force. Other local, state, or federal law enforcement agencies may attend the board meetings, but shall not have voting status unless they provide funds or personnel to the Strike Force as set forth above.

1. The Executive Board shall, through a two-thirds vote, appoint a Chairperson.
 - a. The Chairperson shall preside over the Executive Board, call meetings as necessary, administer the routine affairs of the Executive Board, and enter into contracts as needed upon approved resolution of the Executive Board.
2. The duties of the Executive Board shall be:
 - a. Review and coordinate the activities of the Strike Force generally.
 - b. Select a Strike Force Commander.
 - (1) The Strike Force Commander shall be of Lieutenant rank or higher.
 - (2) The Commander shall be in charge of directing Strike Force activities subject to approval of the Chairman and the Executive Board.
 - (3) The Commander shall be responsible for the administrative activities of the Strike Force including, but not limited to, maintaining financial records, coordinating agent training, seeking and preparing Federal and State Grants, and requesting appointment of agents, analysts, and other support staff under the guidance and approval of the Executive Board.
 - (4) The Commander shall select First Line Supervisors of a Sergeant rank or higher who will be responsible for agent supervision, case management, evaluating and supervising field operations, planning and conducting training, assigning and supervising field training operations, and other duties as assigned by the Commander.
 - (5) The Commander shall perform such other duties as required by the Executive Board.
 - c. Establish by-laws and operating policy as needed.
 - (1) By-laws are adopted, amended, or repealed by a two-thirds vote of those present at a meeting of the Executive Board.
 - (2) Operating policy is acted upon as provided by the By-Laws.
3. Designation of Lead Agency.
 - a. The Executive Board will establish a Lead Agency from one of the agencies that provides personnel to the Strike Force.
 - b. The Lead Agency will remain in place for a term determined by the

Executive Board, and/or as long as the parent jurisdiction will permit this duty. The Utah Commission on Criminal and Juvenile Justice (“CCJJ”) requires a minimum of a four-year commitment from the Lead Agency.

- c. The Lead Agency will manage the grant funding and other finances of the Strike Force according to its parent jurisdiction’s policies and procedures.
- C. The Strike Force shall primarily investigate crimes related to controlled substances. The Strike Force has a duty to notify jurisdictions of all crimes discovered in the course of investigation, except such notification may be delayed if, in the discretion of the Strike Force First Line Supervisor, notification will hinder a current Strike Force investigation.
- D. All employees assigned to the Strike Force, except as the Executive Board may otherwise allow, shall be Category I Peace Officers as defined by the laws of Utah.
- E. All of the participants acknowledge and agree that the territorial jurisdiction of the Strike Force is the incorporated and unincorporated areas of Davis County. The participants expressly consent to the investigations conducted by the Strike Force within their geographical boundaries, provided that Strike Force investigators outside of the jurisdiction in which an investigation is conducted shall not be considered agents of such jurisdiction nor shall such jurisdiction assume any liability for the actions of the Strike Force except as provided in Section 3.
- F. All participants may refer any narcotics investigation within their jurisdiction to the Strike Force. The Strike Force may decline any case for cause.

Section 3. Participants

- A. Parties or participants to this agreement shall consist of two categories:
 - 1. Manpower participants are those agencies that supply personnel to the Strike Force.
 - 2. Non-manpower participants are those agencies that do not supply personnel, but do contribute funds for the operation of the Strike Force. Agencies that elect to participate through the contribution of funds must comply at all times with the current Assessment Fee Schedule established and approved by the Executive Board.
 - 3. All participants to this Agreement shall, through their representative on the Executive Board, have voting status. Any reference in this Agreement to an action by vote or any action under by-law requiring a vote shall be done by members of the Executive Board.

Section 4. Costs

- A. The operation of the Strike Force shall be financed by available State and Federal funds secured for such purposes, and by direct contributions of money, personnel, and equipment by the parties to this agreement. The Strike Force Commander shall review budget expenses and funding sources on a yearly basis and submit a proposed budget for the coming fiscal year to the Executive Board for approval.

- B. Each agency providing personnel shall absorb all costs associated with its participation. All salaries including benefits and other obligations of officers and staff assigned to the Strike Force shall be paid by the contributing jurisdiction with the exception of overtime. Overtime is currently reimbursed through grant funding. Should grant funding cease, the contributing agencies will be responsible for overtime. The Strike Force will provide agents with vehicles, fuel, and routine vehicle maintenance. Vehicle insurance, however, will be the responsibility of the contributing agency.
- C. Any agent loaned to another agency may have all costs of that agent paid by the receiving agency unless otherwise approved by the Executive Board.
- D. The Executive Board may approve an operating fund for general costs incurred not directly attributable to any participant herein. Any purchase that exceeds \$7,500 that has not been previously budgeted for out of program income must receive prior Board approval. This does not apply to grant funding, which is governed by grant rules and regulations.
- E. The Strike Force office space is currently funded by a combination of grants and assessment fees. Should grant funding cease, the Executive Board members shall provide the needed office space for the Strike Force. The Executive Board may acquire facilities as needed throughout the county.
- F. The Executive Board shall determine on a yearly basis the appropriate level of funding to be assessed to the agencies that do not provide personnel.

Section 5. Liability & Indemnification

- A. All parties to this Agreement are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the “Act”). Nothing in this Agreement shall be construed to be a waiver by any party of any protections, rights, or defenses applicable under the Act. It is not the intent of any party to incur by agreement any liability for the negligent operations, acts, or omissions of another party or any third party and nothing in this Agreement shall be so interpreted or construed. Each party agrees to indemnify and hold the other parties harmless for any claim, injury, or damage arising out of or connected with the negligent actions or omissions of such other party in connection with any activity contemplated by this Agreement or the operation of the Davis Metro Narcotics Strike Force.
- B. Agencies contributing personnel shall control and conduct the legal defense of its own employees, but shall consult with other participants in any joint defense and shall advise all other participants prior to settling or paying any claim.
- C. Each party agrees to maintain insurance coverage or self-insurance during the term of this Agreement.

Section 6. Participation by Outside Agencies

- A. Governmental entities from different jurisdictions outside Davis County that are not an original party to this Agreement may join the Strike Force with formal approval from the Executive Board. The Executive Board may offer investigative service to any jurisdiction without granting membership status or provide such assistance as determined

appropriate by the Executive Board.

Section 7. Termination Provisions

- A. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 1. The mutual written agreement of the Parties;
 - 2. The Executive Board may recommend terminating this Agreement upon a two-thirds vote. Termination shall be effective following a recommendation by the Executive Board and by the passage of resolution by a majority of the governing bodies of the participants authorizing such termination.
 - 3. Upon termination of this entire Agreement, all available program funds (not grant funds) shall be distributed among the current members in proportion to their most recent annual contribution. The costs associated with providing manpower to the Strike Force will also factor into how the program funds are distributed.

Section 8. Withdrawal

- A. Any party may withdraw upon providing thirty days written notice to the Board.
- B. Upon withdrawal of any party, or termination of this Agreement, each party shall retain any property that it provided to the Strike Force. Upon termination of this Agreement, any property obtained in common, or through state or federal grants, shall be disposed of in accordance with the applicable grant policies.

Section 9. Seizures

- A. All seizures and forfeitures of property, funds, vehicles, etc., effected for violations of the Controlled Substances Act or gang related activities shall be referred to the Strike Force for follow-up and forfeiture proceedings in accordance with and pursuant to current State and Federal Laws.

Section 10. Policies

- A. All parties hereto agree that their personnel working in or with the Strike Force shall follow Strike Force policy and procedures in the case of conflict with its policy and procedure. If no Strike Force policy or procedure applies, each officer shall be bound by his/her own department's policies and procedures while acting for the Strike Force.

Section 11. Disciplinary Action

- A. The Strike Force Supervisor may informally discipline an agent for minor complaints/incidents. All complaints/incidents shall be recorded by the Strike Force first line supervisor for evaluation purposes. The Strike Force Supervisor may also recommend to the contributing agency and the Executive Board that an agent be removed from the Strike Force.
- B. All major complaints/incidents will be referred to the contributing agency, and any formal discipline will be the responsibility of the contributing agency.

Section 12. Miscellaneous

- A. Each party and participant hereby represents and warrants that:
 - 1. It is a public agency or public entity within the meaning of the Interlocal Cooperation Act; and
 - 2. It is duly authorized to execute and perform this Interlocal Agreement; and
 - 3. There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Interlocal Agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.
- B. Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.
- C. This Agreement may be changed, modified or amended by written agreement of the Participants, upon adoption of a resolution by each of the Participants and upon meeting all other applicable requirements of the Interlocal Act.
- D. This Interlocal Agreement shall become effective immediately upon the execution of a resolution approving this Agreement by the governing body of each of the Participants and filing of duplicate originals with the official keeper of records of each party.
- E. As required by UCA § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.
- F. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- G. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.
- H. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- I. This Agreement is not intended to benefit any party or person not named as party hereto.
- J. The parties hereto agree that this document contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by any party prior to the date hereof regarding the subject matter herein.
- K. The parties hereto agree to make good faith efforts in resolving any dispute arising out of

or in relation to this Agreement. Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this Agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.

- L. Termination of this Agreement shall not extinguish or prejudice any Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
- M. Neither party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other parties. Any attempt to assign any right or privilege connected with this Agreement without prior written consent of the other parties shall be void.
- O. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed multiple copies or counterparts of this agreement, each of which will be deemed an original.

DAVIS COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
DAVIS COUNTY, UTAH

JOHN PETROFF, Jr., Chairman

ATTEST: CURTIS KOCH
Davis County Clerk / Auditor

Reviewed as to form and compatibility with
the laws of the State of Utah

By: _____
Davis County Clerk / Auditor

COUNTY ATTORNEY

BOUNTIFUL CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

CENTERVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

CLEARFIELD CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

CLINTON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

FARMINGTON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

FRUIT HEIGHTS CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

KAYSVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

LAYTON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

NORTH SALT LAKE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

SOUTH WEBER CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

SUNSET CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

SYRACUSE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

WEST BOUNTIFUL CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

WEST POINT CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

WOODS CROSS CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

Staff Report



To: Mayor Shepherd and City Council Members
From: JJ Allen, Assistant City Manager
Date: November 16, 2016
Re: Acquisition of two remnant parcels adjacent to Island View Park

I. RECOMMENDED ACTION

Approve the acquisition of Parcel Nos. 12-073-0034 and 12-130-0121 from Residential Mortgage Corporation for the combined amount of \$2,000.00 (contingent upon the seller paying all back-taxes and associated fees) and authorize the Mayor’s signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

The owner of two very small parcels on the southeast corner of Island View Park recently contacted the City to express their desire to sell the parcels to the City. The parcels are so small (0.039 and 0.01 acres) that they are unusable on their own. Moreover, the City has been maintaining them as if they were part of the park. The City’s interest in acquiring the parcels would be to clean up the property lines and avoid any future complications with a private property owner (who could potentially take an uncooperative stance with the City).



The property owner has agreed to sell the properties for a combined total of \$2,000.00.

III. IMPACT

a. Fiscal

The amount required to purchase this property has not been specifically budgeted, but it is a small enough amount (\$2,000.00) that it can likely be absorbed within the current budget appropriations.

b. Operations / Service Delivery

No change.

IV. SCHEDULE / TIME CONSTRAINTS

If the purchase is authorized, we will move promptly to complete the transaction.

V. LIST OF ATTACHMENTS

- Warranty deeds

When Recorded Please Return to:

Clearfield City Recorder
55 S. State St., Suite 308
Clearfield, UT 84015

WARRANTY DEED

For the sum of ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Residential Mortgage Corporation (hereafter "GRANTOR") hereby sells, conveys and warrants to Clearfield City Corporation, a Utah Municipal Corporation and political subdivision of the State of Utah (hereafter "GRANTEE"), all of Grantors' interests in the following described real property bearing Davis County Parcel ID #12-073-0034 and situated in Clearfield, Davis County, Utah:

LEGAL DESCRIPTION:

BEG AT A PT S 0°13' W 942.6 FT & S 89°51' E 653 FT FR THE NW COR OF SEC 13-T4N-R2W, SLM; & RUN TH S 0°10'11" W 13.75 FT, M/L, TO THE N'LY LINE OF A STR; TH N 83°29'38" W 123.65 FT TO A PT N 89°51' W FR THE POB; TH S 89°51' E 122.85 FT TO THE POB.

CONTAINS: APPROXIMATELY 0.039 ACRES

GRANTOR

RESIDENTIAL MORTGAGE CORPORATION

Linda M. Jenkins, Vice President

This transfer of the above real property is accepted by and agreed to by Clearfield City Corporation.

ATTEST:

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

The foregoing Warranty Deed was duly acknowledged to me this ____ day of _____, 2016 by Ms. Linda M. Jenkins as **Vice President** of Residential Mortgage Corporation.

My Commission expires:

Notary Public

Residing at _____

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

On ____ day of _____, 2016 Mark R. Shepherd, Clearfield City Mayor and Nancy R. Dean, Clearfield City Recorder, personally appeared before me and acknowledged they are the signers of the foregoing Warranty Deed.

My Commission expires:

Notary Public

Residing at _____

When Recorded Please Return to:

Clearfield City Recorder
55 S. State St., Suite 308
Clearfield, UT 84015

WARRANTY DEED

For the sum of FOUR HUNDRED DOLLARS (\$400.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Residential Mortgage Corporation (hereafter "GRANTOR") hereby sells, conveys and warrants to Clearfield City Corporation, a Utah Municipal Corporation and political subdivision of the State of Utah (hereafter "GRANTEE"), all of Grantors' interests in the following described real property bearing Davis County Parcel ID #12-130-0121 and situated in Clearfield, Davis County, Utah:

LEGAL DESCRIPTION:

BEG AT THE NE COR OF LOT 13, JULIE ESTATES, & RUN TH N 83[^]29'38" W 58.36 FT; TH N 89[^]52'40" W 5.69 FT; TH S 34[^]17'18" E 23.24 FT TO THE NW LN OF 1900 S STR; TH ALG THE ARC OF A 74.76 FT RAD CUR TO THE RIGHT 53.22 FT TO THE POB

CONTAINS: APPROXIMATELY 0.01 ACRES

GRANTOR

RESIDENTIAL MORTGAGE CORPORATION

Linda M. Jenkins, Vice President

This transfer of the above real property is accepted by and agreed to by Clearfield City Corporation.

ATTEST:

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

The foregoing Warranty Deed was duly acknowledged to me this ___ day of _____, 2016 by Ms. Linda M. Jenkins as **Vice President** of Residential Mortgage Corporation.

My Commission expires:

Notary Public

Residing at _____

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

On ___ day of _____, 2016 Mark R. Shepherd, Clearfield City Mayor and Nancy R. Dean, Clearfield City Recorder, personally appeared before me and acknowledged they are the signers of the foregoing Warranty Deed.

My Commission expires:

Notary Public

Residing at _____