

JOINT CITY COUNCIL / PLANNING COMMISSION WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The purpose of the work session will be to discuss issues relating to the City's regulatory plan in its mixed areas and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

**FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, February 7, 2012, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington 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 meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

7:05 Executive Summary's for Planning Commission held January 12, 2012 and January 26, 2012

7:10 Presentation of 15 year Service Awards for Police Department

7:20 Nominations for Members and Officers of the Farmington Trails Committee

PUBLIC HEARINGS:

7:30 Burke Lane (Red Barn Lane) Street Vacation

7:40 Schematic Plan For Meadow View Conservation Subdivision

PRESENTATION OF PETITIONS AND REQUESTS:

8:00 650 West Miller Meadows Street Improvements

8:10 Final Plat for Tuscany Cove Phase 2 Subdivision

8:20 Purchase Street Lights from Rocky Mountain Power

SUMMARY ACTION:

8:30 Minute Motion Approving Summary Action List

1. Approval of Minutes from January 17, 2012
2. Ratification of Approvals of Construction & Storm Water Bond Logs
3. Sewer Easement for Pipe within Red Barn Lane
4. Questar Easement for Pipe within Red Barn Lane
5. Renewal of Contract with Davis County Animal Care and Control
6. Tuition Reimbursement for Officer Brandon Erickson
7. Agreement with LDS Church for Storm Drainage located at 549 South 1525 West

NEW BUSINESS:

8:35 Vacation Order for a Portion of Parcel E of the Village at Old Farm PUD Phase 3

GOVERNING BODY REPORTS:

8:40 City Manager Report

1. Upcoming Agenda Items
2. Audit Follow-up
3. Monthly Police and Fire Department Reports
4. Fire Break Road and Future Water Tank

8:50 Mayor Harbertson & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 2nd day of February, 2012.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2012

SUBJECT: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that Council Member Nelsen Michaelson give the invocation/opening comments to the meeting and it is requested that Council Member Jim Talbot lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2012

**S U B J E C T: Executive Summary for Planning Commission held January 12, 2012
and January 26, 2012**

ACTION TO BE CONSIDERED:

No action required.

GENERAL INFORMATION:

See enclosed staff reports prepared by Christy Alexander and David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: David Petersen, Community Development Director

Date: January 31, 2012

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON JANUARY 12, 2012

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on November 10, 2011 [note: six commissioners attended the meeting—Chairman Michael Nilson, Brett Anderson, Rick Draper, Bob Murri, and Mike Wagstaff, and alternate Commission member Brad Dutson]:

Work Session

A training video was shown, and each Commission member was given a copy of the Land Use Training Handbook for Effective Land Use and Decision Making provided by the Utah League of Cities and Towns. There was a brief discussion of the purpose of the Planning Commission, Robert's Rules of Order, and issues involving the agenda items.

Regular Session

1. Symphony Homes – (Public Hearing) – Applicant is requesting Schematic Plan approval for the Chestnut Farms PUD Subdivision Phase 2 encompassing 19.71 acres and consisting of 31 lots located at approximately 300 South 1350 West in an A zone. (S-16-11)

The public hearing was well attended. Comments were received by 10 individuals. Concerns were raised primarily about storm water drainage on 475 South Street and whether or not this street will ever be extended in the future to connect to 1525 West. Most comments were not directly related to the subdivision proposal. Staff is meeting with residents at a separate neighborhood gathering to discuss their issues.

The agenda item was table pending a public hearing scheduled for February 16th whereby the Commission will consider an application to rezone the property from A to AE.

Motion to Table, Vote: 6 – 0.

2. Rainey Homes – Applicant is requesting Final Plat approval for the Miller Meadows Conservation Subdivision Phase 4 encompassing 5.05 acres and consisting of 12 lots located at approximately 423 West 650 South in an AE/SBO zone. (S-6-11)

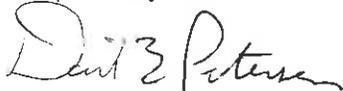
Recommended for Approval, Vote: 6 – 0.

3. Rainey Homes – Applicant is requesting Final Plat approval for the Tuscany Cove Phase 2 Subdivision encompassing 1.37 acres and consisting of 3 lots located at approximately 275 East Tuscany Cove Drive in an LR-F zone. (S-7-11)

Recommended for Approval, Vote: 6 – 0.

4. Miscellaneous –
 - a. The Commission reviewed proposed changes to the PC Policies & Procedures in their final form, but delayed consideration thereof to allow time for staff to insert standards regarding closed meetings.
 - b. The Commission amended its 2012 calendar for February and March to avoid conflicts with City Council meeting dates. The PC will hold one meeting in February on the 16th, and two meetings in March on the 1st and the 29th.

Respectfully Submitted



David Petersen
City Planner

Review & Concur



Dave Millheim
City Manager



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
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JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Christy Alexander, Associate City Planner
Date: February 7, 2012
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON JANUARY 26, 2012

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on January 26, 2012 [note: seven commissioners attended the meeting—Chair Michael Nilson, Rick Draper, Kris Kaufman, Brett Anderson, Brigham Mellor, Mack McDonald, and Bob Murri]:

1. Northstar Homes – (Public Hearing) – Applicant is requesting a recommendation for Schematic Plan approval for the Meadow View Conservation Subdivision encompassing approximately 10.601 acres and consisting of 19 lots located at approximately 425 North 1525 West in an AE zone. (S-11-11)

Recommended for Approval, Vote: 7 – 0.

2. Miscellaneous – The Planning Commission voted unanimously to approve their amended Policies and Procedures and Rules of Order.

Respectfully Submitted

Christy J. Alexander
Associate City Planner

Review & Concur

Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2012

S U B J E C T: Presentation of 15 year Service Awards for Police Department

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Service awards presentation will be made by Mayor Scott Harbertson to Officers Joel Knapp, Scott Richardson, and Bryant Ives.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2012

S U B J E C T: Nominations for Members and Officers of the Farmington Trails Committee

ACTION TO BE CONSIDERED:

1. Appoint new Farmington Trails Committee members as outlined below.
2. Direct the City staff to send out letters of appointment to the new individuals.

GENERAL INFORMATION:

See enclosed staff report prepared by George Chipman.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY



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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: George G. Chipman, Farmington Trails Committee Chair

Date: February 7, 2012

SUBJECT: NOMINATIONS FOR MEMBERS AND OFFICERS OF THE FARMINGTON TRAILS COMMITTEE

RECOMMENDATIONS

1. Appoint new Farmington Trails Committee members as outlined below.
2. Direct the City staff to send out letters of appointment to the new individuals.

BACKGROUND

The Farmington Trails Committee (FTC) is a great asset to the City whose members diligently serve on behalf of our residents without compensation. Each year the term of one third of the FTC members expires as well as the position of Chair. The positions of Vice Chair and Vice President for Electronic Information expire every other year. Per the FTC by-laws the FTC is to nominate individuals to fill the vacant positions whereupon the City Council chooses who to appoint.

The following Farmington residents are respectfully submitted for appointment:

- Seat #4 – 3 year term: Brad Jaehne, 479 Island View Circle, Farmington
- Seat #5 – 3 year term: Ryan Lueck, 936 Spring Creek Dr., Farmington
- Seat #6 – 3 year term: Scott Ogilvie, 150 E. 615 S., Farmington
- Seat #7 – 2 year remaining term: Greg Tanner, ~11 W. 580 S., Farmington

- Chair – 1 year term: George G. Chipman, 433 S. 10 W., Farmington

Respectfully submitted,

George G. Chipman
FTC Chair

Review and Concur,

Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2012

S U B J E C T: Burke Lane (Red Barn Lane) Street Vacation

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Table consideration of an ordinance vacating Burke Lane (Red Barn Lane) until Farmington Square LLC and C Limited Partnership settle issues relating to access.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY



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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: January 27, 2012

SUBJECT: **BURKE LANE (RED BARN LANE) STREET VACATION**

RECOMMENDATION

Hold the public hearing, but table consideration of an ordinance vacating Burke Lane (Red Barn Lane) as a public right-of-way until Farmington Square LLC (Rich Haws) and C Limited Partnership (the Cook family) settle issues related to access.

BACKGROUND

Farmington City entered into a Road to the North Agreement with Station Park, LLC, (September 19, 2008), whereby the City agreed to vacate Burke Lane as a public right-of-way from the Union Pacific railroad to Station Parkway, while retaining ownership of the fee, but granting a perpetual easement to the developer for the use thereof. Nevertheless, the Cook family) owns property abutting the r.o.w. at the southeast corner of Red Barn Lane and Station Parkway and asserts that access must be maintained to their property along its north boundary line (see attached map).

Apparently Rich Haws agreed with Cook's assertion. However, specific details as to how the parties will resolve the issue have not been finalized. Meanwhile, City staff cannot finalize an ordinance for your consideration, or an amended development agreement if necessary, until those parties come to agreement. Notwithstanding the forgoing, a public hearing has been duly noticed and must be held.

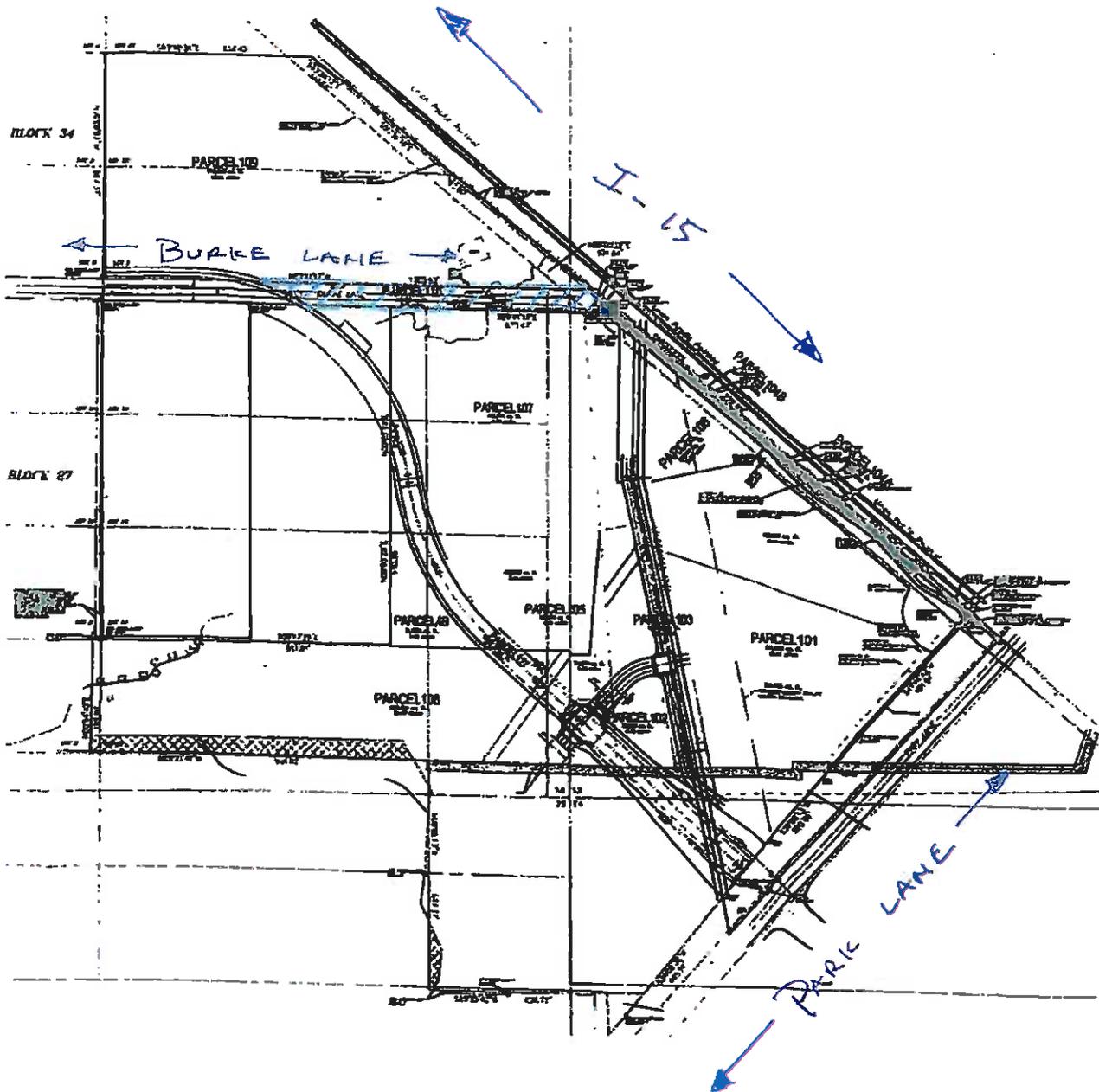
Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

EXHIBIT to Petition for Burke Lane Street Vacation



CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2012

S U B J E C T: Schematic Plan for Meadow View Conservation Subdivision

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



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CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: February 7, 2012

SUBJECT: APPROVAL OF A SCHEMATIC PLAN FOR MEADOW VIEW
CONSERVATION SUBDIVISION

RECOMMENDATION

1. Hold the public hearing.
2. Approve the attached Schematic Plan for Meadow View Conservation Subdivision (19 lots), located at approximately 425 North 1525 West, subject to the same conditions and findings established previously by the Planning Commission on January 26, 2012 as set forth in the attached supplemental information.

BACKGROUND

The applicant, Northstar Homes, is requesting Schematic Plan approval for a major conservation subdivision on property located at approximately 425 North 1525 West. The proposed schematic plan contains a total of 19 lots on 10.601 acres of property located in the AE zone. Northstar Homes is proposing to develop a conservation subdivision adjacent to the Spring Creek Phase 3-C Subdivision that is under construction. Since the number of lots exceeds 10, the approval process consists of a Schematic Plan, Preliminary Plat and Final Plat. Staff has approved the yield plan. The Planning Commission voted on January 26, 2012 to recommend that the City Council approve the Schematic Plan, subject to the conditions and findings as set forth in the attached Planning Commission Staff Report.

Northstar Homes received preliminary and final plat approvals for this subdivision back in 2007 but the approvals have since expired, therefore they must go through the approval process once more. Staff has found a few items of concern with their previously approved layout and has been working with the developer to mitigate those concerns, i.e. the extension of Wrangler Road and the intersection of 1525 West and 425 North. The new schematic plan which the developer has proposed is included herein.

The issues found at schematic plan level that are acceptable but will be significant at Preliminary Plat are 1) that the applicant simply has a letter of intent to provide secondary shares from Benchland Water but must provide actual documentation of secondary water shares prior to Preliminary Plat approval; 2) Davis County still owns a remnant of property adjacent to and in the ROW along 1525 West that was left over after annexation and forgotten about. Staff has met with the County and the County has agreed to start their public process in deeding that portion of their property over to the City. Until that has taken place, Davis County will need to sign the owner's affidavit prior to Preliminary Plat approval; 3) there is a portion of wetlands that runs across the proposed 425 West which will need to be verified and have clearance from the Army Corps of Engineers prior to Preliminary Plat.

Respectfully Submitted



Christy J. Alexander
Associate City Planner

Review & Concur



Dave Millheim
City Manager



Planning Commission Staff Report January 26, 2012

Item 3: Schematic Plan for the Meadow View Conservation Subdivision

Public Hearing:	Yes
Application No.:	S-10-11
Property Address:	Approximately 425 North 1525 West
General Plan Designation:	RRD (Rural Residential Density)
Zoning Designation:	AE (PUD) (Agricultural Estates Planned Unit Development)
Area:	10.601 Acres
Number of Lots:	19
Property Owner:	Northstar Homes & Development, LLC
Agent:	Jared Darger

Request: *Applicant is requesting a recommendation for approval of a Schematic Plan for the Meadow View Conservation Subdivision.*

Background Information

The applicant, Northstar Homes, is requesting a recommendation for schematic plan approval for a major 19-lot conservation subdivision on property located at approximately 425 North 1525 West. The proposed schematic plan contains a total of 19 lots on 10.601 acres of property. The underlying zone for this property is an AE (PUD) zone. Northstar Homes is proposing to a conservation subdivision adjacent to the Spring Creek Phase 3-C Subdivision that is under construction. Since the number of lots exceeds 10, the approval process consists of a Schematic Plan, Preliminary Plat and Final Plat. Staff has approved the yield plan for 16 lots. The Planning Commission provides a recommendation to the City Council regarding the Schematic Plan.

Northstar Homes received preliminary and final plat approvals for this subdivision back in 2007 but the approvals have since expired, therefore they must go through the approval process once more. Staff has found a few items of concern with their previously approved layout and has been working with the developer to mitigate those concerns, i.e. the extension of Wrangler Road and the intersection of 1525 West and 425 North. The new schematic plan which the developer has proposed is included herein.

The issues found at schematic plan level that are acceptable but will be significant at Preliminary Plat are 1) that the applicant simply has a letter of intent to provide secondary shares from Benchland Water but must provide actual documentation of secondary water shares prior to Preliminary Plat approval; 2) Davis County still owns a remnant of property adjacent to and in the ROW along 1525 West that was left

over after annexation and forgotten about. Staff has met with the County and the County has agreed to start their public process in deeding that portion of their property over to the City. Until that has taken place, Davis County will need to sign the owner's affidavit prior to Preliminary Plat approval; 3) there is a portion of wetlands that runs across the proposed 425 West which will need to be verified and have clearance from the Army Corps of Engineers prior to Preliminary Plat; 4) Mr. Darger desires to ask for an open space waiver and provide a fee-in-lieu (as other developers have done) in order to accommodate 3-5 more lots and provide the City with just compensation to the City's Parks fund so that we may purchase property elsewhere within the City that would be more suitable for a proper park. If the City does not grant his open space waiver request then there may be some awkward pieces of open space within this subdivision.

Suggested Motion(s)

Move that the Planning Commission recommend that the City Council approve the Schematic Plan for the Meadow View Conservation Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant continues to work with the City and other agencies to address any outstanding issues remaining with regard to the Schematic Plan prior to Preliminary Plat approval;
2. The applicant must show documentation of secondary water shares prior to Preliminary Plat approval;
3. The applicant must have Davis County sign an owner's affidavit prior to Preliminary Plat approval;
4. Applicant must receive approval of the Preliminary Plat from the Planning Commission and Final Plat from the City Council in order to record the proposed subdivision.

Findings for Approval:

1. The proposed schematic subdivision is in substantial compliance with all subdivision and zoning requirements for a schematic subdivision approval including;
 - a. A completed application;
 - b. Minimum lot sizes as set forth in the AE (PUD) zone;
 - c. Description and preliminary layout of utilities and other services required;
2. The proposed subdivision is desirable in that the platting of the property in this area will provide a cleaner description and record of the properties and residences in the subject area.
3. The proposed Schematic Plan submittal is consistent with all necessary requirements for a Schematic Plan as found in Chapter 3 of the City's Subdivision Ordinance.

Supplemental Information

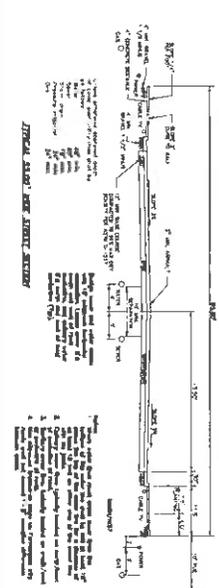
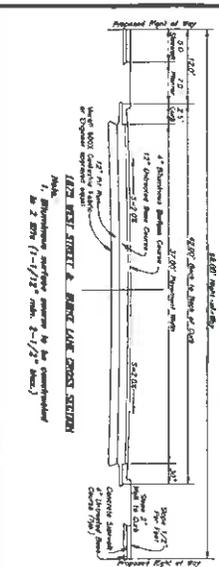
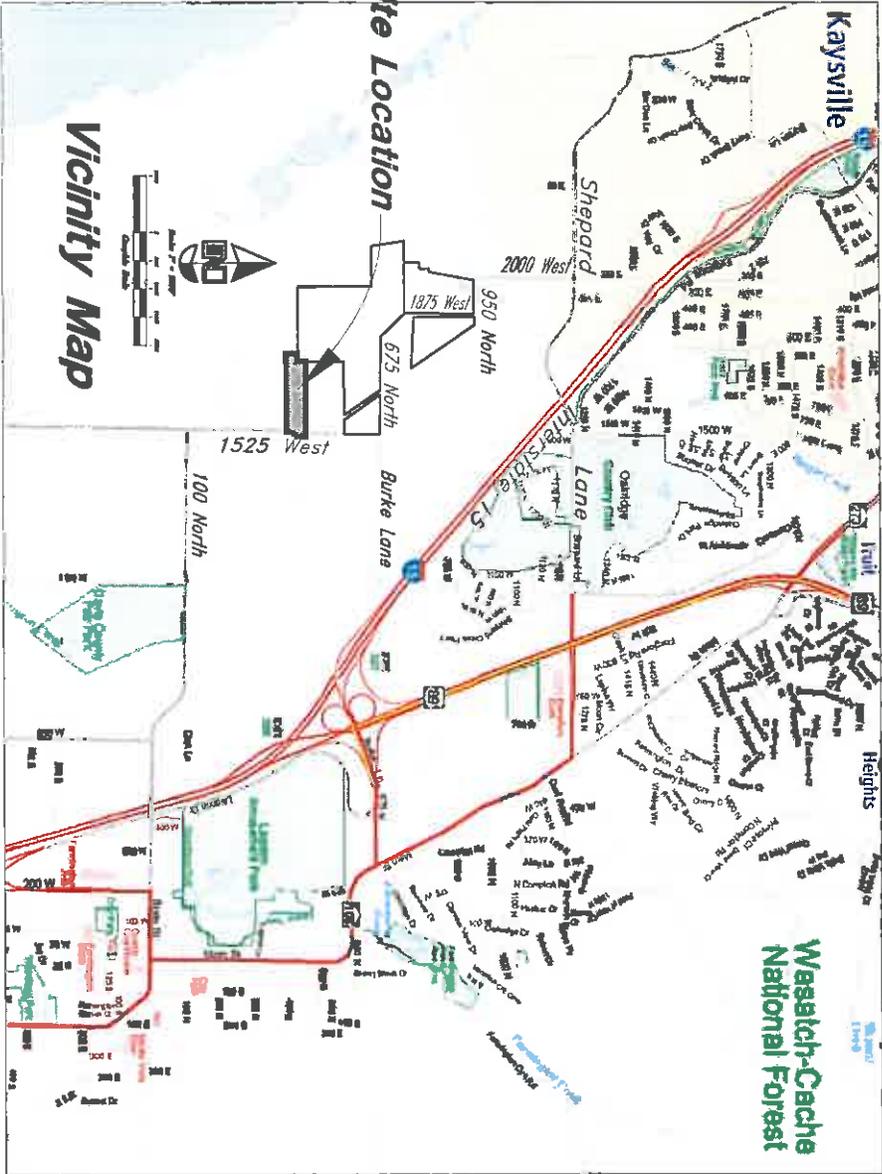
1. Meadow View Conservation Subdivision Schematic Plan
2. 2008 Meadow View PUD Final Plat

Applicable Ordinances

1. Title 12, Chapter 3 – Schematic Plan
2. Title 12, Chapter 6 – Major Subdivisions
3. Title 12, Chapter 7 – General Requirements for All Subdivisions
4. Title 11, Chapter 10 – Agricultural Zones
5. Title 11, Chapter 12 – Conservation Subdivisions

Meadow View

A part of the Southwest 1/4 of Section 14 the Northwest
1/4 of Section 23, T3N, R1W, SLB&M, U.S. Survey
Farmington City, Davis County, Utah
October 2011



LEGEND

[Symbol]	Proposed Improvements
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[Symbol]	Proposed Easements
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[Symbol]	Proposed Right-of-Way
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[Symbol]	Proposed Other
[Symbol]	Existing Other

Not to be Recorded

Preliminary Plan

	GREAT BASIN ENGINEERING, INC.	Project: N/A	Sheet: 1 of 1	Date: 10/10/2011	Scale: 1" = 100'
	12345 Main Street, Suite 100 Farmington, UT 84201 Phone: (435) 555-1234 Fax: (435) 555-5678 www.greatbasineng.com	Client: ABC Company	Project: Meadow View	Sheet: 1 of 1	Date: 10/10/2011
	Prepared by: [Name]	Checked by: [Name]	Reviewed by: [Name]	Approved by: [Name]	Date: 10/10/2011

Lot Dashed Horizontal

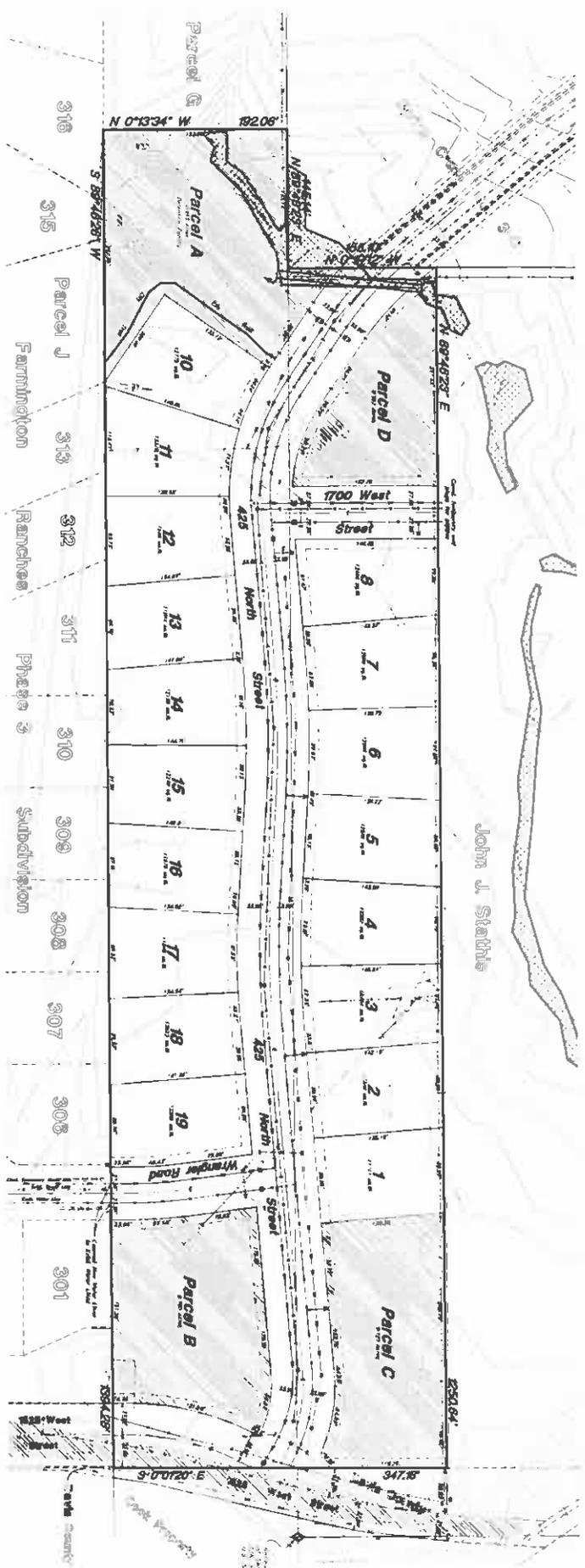
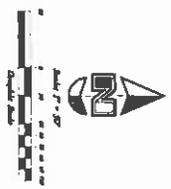
Lot Dashed Vertical

Lot Dashed Diagonal

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Meadow View

A part of the Southwest 1/4 of Section 14 the Northwest
1/4 of Section 23, T3N, R1W, S18&M, U.S. Survey
Farmington City, Davis County, Utah
January 2012



GENERAL NOTES:

1. Existing buildings on any property are shown in gray.
2. All bearings and distances are given in feet and inches.
3. All bearings are given in degrees, minutes and seconds.
4. All distances are given in feet and inches.
5. The survey was conducted by the City Engineer, Davis County, Utah, on January 10, 2012.
6. The survey was conducted by the City Engineer, Davis County, Utah, on January 10, 2012.
7. The survey was conducted by the City Engineer, Davis County, Utah, on January 10, 2012.
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9. The survey was conducted by the City Engineer, Davis County, Utah, on January 10, 2012.
10. The survey was conducted by the City Engineer, Davis County, Utah, on January 10, 2012.

PREPARED BY:
 David J. Smith
 City Engineer
 Davis County, Utah
 2012-01-10

DESIGNED BY:
 David J. Smith
 City Engineer
 Davis County, Utah
 2012-01-10

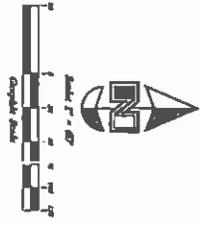
NOTE:
 1. All bearings and distances are given in feet and inches.
 2. The survey was conducted by the City Engineer, Davis County, Utah, on January 10, 2012.

Preliminary Plan

	Scale:	1"=50'	Date:	24 Sep 2007	
	Author:	DR	Checked:	1 Jan 2012	
This Preliminary Plan has been submitted at the request of the Developer.		City Engineer:	David J. Smith	Date:	10 Jan 2012
Not to be Recorded		City Engineer:	David J. Smith	Date:	10 Jan 2012

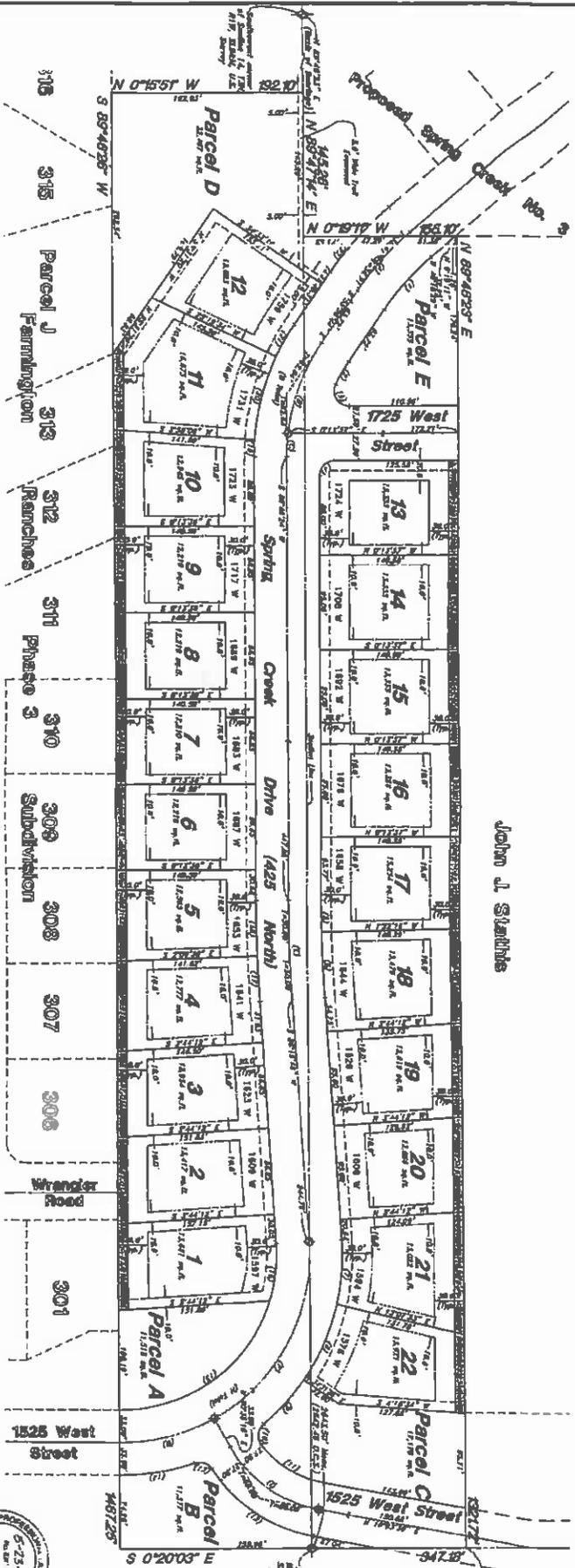
Not to be Recorded

This Preliminary Plan has been submitted at the request of the Developer.



Meadow View PUD
 A part of the Southwest 1/4 of Section 14, and the
 Northwest 1/4 of Section 23, T34N, R11W, S184M, U.S. Survey
 Farmington City, Davis County, Utah

John J. Slatts



- LEGEND**
- 2nd and 3rd class
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NOTE:
 All public utility easements or
 other interests shown.

GREAT BASIN ENGINEERING NORTH
 5718 South 1475 East - 57th
 Salt Lake City, Utah 84141
 Phone: (801) 487-1111
 Fax: (801) 487-1112
 Email: gben@gben.com



DAVIS COUNTY RECORDER

OWNER: _____

RECORDED: _____

DATE: _____

BY: _____

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2012

S U B J E C T: 650 West Miller Meadows Street Improvements

ACTION TO BE CONSIDERED:

Approve the enclosed letter for the Mayor's signature regarding the improvement of 650 West Street as it relates to the development of the Miller Meadows subdivision.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

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MAYOR

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JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: January 31, 2012

SUBJECT: **650 WEST MILLER MEADOWS STREET IMPROVEMENTS**

RECOMMENDATION

Approve the enclosed letter for the Mayor's signature regarding the improvement of 650 West Street as it relates to the development of the Miller Meadows subdivision.

BACKGROUND

Farmington City entered into a development agreement with RRR Ranch LLC (July 9, 2004) for the Miller Meadows Subdivision. Section 4. b. iii. requires the developer to improve 650 West Street the entire north to south length of the Project (see enclosed section of the agreement). Nevertheless, timing is unclear because the agreement does not specify whether or not the improvements must be completed on an incremental basis as each abutting phase of the project is developed or, for example, all at once upon completion of the first phase. However, the agreement does stipulate that upon written consent by the City the developer may delay the 650 West Road improvements until the final plat of the last phase of the Project which abuts 650 West Street is recorded.

The enclosed provides clarifies the issue and enables the developer to move forward under both contingencies.

Respectively Submitted

David Petersen
Community Development Director

Review and Concure

Dave Millheim
City Manager

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

February 7, 2012

RRR Ranch, LLC
Attn: Randall Rigby
245 South Cobblecreek Rd.
Farmington, Utah 84025

Dear Mr. Rigby:

Section 4.b.iii of the development agreement between Farmington City and RRR Ranch LLC (July 9, 2004) for the Miller Meadows Subdivision requires the developer to improve 650 West Street the entire north to south length of the Project. Nevertheless, timing is unclear because the agreement does not specify whether or not the improvements must be completed on an incremental basis as each abutting phase of the project is developed or, for example, all at once upon completion of the first phase. However, the agreement does stipulate that upon written consent by the City the developer may delay the 650 West Road improvements until the final plat of the last phase of the Project which abuts 650 West Street is recorded. The intent of this letter is to bring clarity to the issue.

Respective portions of 650 West Street as it abuts the Project must be improved pursuant to standards set forth in the agreement as each adjacent phase is developed. At the sole discretion of the City's Public Works Department and the City Engineer, the developer may delay the improvements as per the second paragraph of the above referenced section so long as the said developer posts a bond acceptable to the City to ensure the construction of each segment of 650 West which corresponds to the respective abutting phase as per the agreement.

Should you have any questions, please do not hesitate to contact Dave Millheim or Dave Petersen of our staff.

Sincerely,

Scott C. Harbertson

Mayor

cc: Dave Millheim, City Manager; Dave Petersen, Community Development Director; Ray White, Public Works; Tammy North, City Engineer.

construction and improvement shall be in accordance with City-approved design and construction standards and requirements.

ii. Developer shall post a bond acceptable to the City for and fully improve the streets shown on the final plat for each phase of the Project prior to recordation of the final plat for the Project or any phase thereof.

iii. Notwithstanding the forgoing, regarding 650 West Street road improvements only, as it abuts the Project, the Developer shall provide two safe travel lanes and shall improve only the east half of the street including but not limited to curb, gutter, sidewalk, sub-grade, road base, and asphalt. The Developer shall design and construct, or caused to be constructed, the improvements to 650 West Street in compliance with the City's street design standards and cross section standards for a 66 foot wide minor collector.

The Developer with the City's written consent, may delay the 650 West road improvements until the final plat of the last phase of the Project which abuts 650 West Street if recorded at the office of the Davis County Recorder. This alternative provides the advantage of providing a seamless road constructed all at once. Nevertheless, the Developer shall post a bond acceptable to the City to ensure the construction of each segment of 650 West which corresponds to the respective abutting phase of the Project prior to the recordation of the final plat for such phase.

iv. Decorative street lighting will be provided for the Project and shall be subject to review and approval of the City prior to installation. All street lighting shall conform to the City's street lighting standards.

c. Conservation Land, and Constrained or Sensitive Lands.

i. The Developer shall preserve open space, including all constrained or sensitive lands, within the Property as shown on the Preliminary Plat including those lands contained within conservancy lots all together identified hereby as "Conservation Land". All Conservation Land as identified in the Preliminary Plat shall be preserved by a permanent conservation easement in a form satisfactory to the City. The conservation easement shall be recorded concurrently with the recording of the final plat for the Project. If the Project is developed in phases, the conservation easement or easements shall be recorded in conjunction with the recording of the phase or phases with which the particular parcel of Conservation Land is associated; provided, however, that all such conservation easements must be recorded prior to or concurrently with the last phase of the Project. If no Conservation Land is associated with a particular plat, then a temporary open space easement shall be created as outlined in 4.c.ii.



250 South

300 South

Sweet Dr

500 South

Rigby Rd

Baker Dr

Miller Way

Lagoon Dr

Bus Park

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2012

S U B J E C T: Final Plat for Tuscany Cove Phase 2 Subdivision

ACTION TO BE CONSIDERED:

See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: February 7, 2012

SUBJECT: APPROVAL OF A FINAL PLAT FOR TUSCANY COVE PHASE 2 SUBDIVISION

RECOMMENDATION

1. Approve the attached fee-in-lieu proposal of \$3,300.00 submitted by Rainey Homes for the waiver of open space comprised of .165 acres in the Tuscany Cove Phase 2 Subdivision, to be collected at or concurrent with Final Plat recordation per Section 11-12-065 with the finding that 1) the open space in this subdivision will not be substantial enough to create any park amenities on site nor be in a feasible area to utilize the open space for recreational purposes or connections to trails.
2. Approve the attached Final Plat for Tuscany Cove Phase 2 Subdivision (3 lots), located at approximately 275 East Tuscany Cove Drive, subject to the same conditions and findings established previously by the City Council at schematic plan approval, and preliminary plat approval as set forth in the attached supplemental information.

BACKGROUND

The applicant, Rainey Homes is requesting Final Plat approval for a minor subdivision on property located at approximately 275 East Tuscany Cove Drive. The proposed subdivision plat is Phase 2 and contains a total of 3 lots on 1.37 acres of property located in the LRF zone. Rainey Homes is proposing to continue with a standard subdivision adjacent to their existing Tuscany Cove Subdivision Phase 1. The Planning Commission provided a recommendation to the City Council regarding the Schematic Plan approval for Phases 2 & 3 on June 16, 2011 and the City Council approved the Schematic Plan on August 2, 2011. Preliminary Plat approval for Phases 2 & 3 was granted by the Planning Commission on August 25, 2011. The Planning Commission voted on January 12, 2012 to recommend final plat approval for the Tuscany Cove Phase 2 Subdivision, subject to the conditions and findings as set forth in the attached Planning Commission Staff Report.

One item to note is that in the LRF zone, lot sizes must be a minimum of 20,000 square feet. The proposed lots for this subdivision were able to meet that minimum with a 6' sidewalk to back of curb and no park strip. Public Works and Planning have requested that a park strip be placed between the sidewalk and curb and thus places the lot sizes just under 20,000 square feet. The ordinance requires that if you are proposing any lots less than 20,000 square feet you must provide 10% of the total property as open space. The open space requirement would be 7,190 square feet. This 3 lot subdivision does not provide enough space to accommodate the open space and provide buildable lots due to the slope of the hillside. The open space with the slope of the hillside would not be amenable to any park facilities or near any possible connections with the trail system and thereby staff recommends that the open space requirement is waived as long as the developer provides just compensation.

In lieu of the required open space, the applicant intends to seek a waiver from the City Council as set forth in Sections 11-12-065 and 11-12-068 of the Zoning Ordinance (see attached) and provide comparable compensation (cash payment) that will be earmarked for open space/park property elsewhere. The approval of the waiver of open space and corresponding proposed \$3,300.00 fee-in-lieu is necessary before approval of the Final Plat should occur. Staff has met with the developer and discussed the land valuation and feels the proposed fee-in-lieu is an appropriate valuation.

Respectfully Submitted



Christy J. Alexander
Associate City Planner

Review & Concur



Dave Millheim
City Manager

January 25, 2012

Farmington City Council
160 South Main
Farmington, Utah 84025

Re: Tuscany Cove Open Space Waiver Request

Dear Council:

We want to thank you in advance for taking the extra time to review this proposal. I am writing this letter requesting a waiver of the open space requirement for the 3 lots that we have submitted for Final Plat approval in the Tuscany Cove Phase 2 subdivision. The current zone for this area requires that the minimum lot size is to be 20,000 square feet. Our 3 lot sizes are 19,395, 19,349 and 19,204.

The ordinance requires that if you are proposing any lots less than 20,000 square feet, it is necessary to provide 10% of the total property as open space. The total property is 71,904 square feet. The open space requirement would be 7,190 square feet of open space. Our property is not large enough to accommodate the open space requirement. With that being said, we recently ran into a similar situation with an open space waiver on another community here in Farmington. The city allowed for a fee to be paid in lieu of providing the necessary open space. We would like to propose that the city allow us to satisfy the open space requirement by paying the following "Fee-in-lieu" payment:

Open Space AVERAGE - \$20,000/acre
Open Space Shortage - .165 acres
Fee-in-lieu payment - \$3,300

Thank you again for taking the extra time to review our proposal. Please don't hesitate to contact me with any questions or concerns.

Sincerely,



Brock Johnston
Rainey Homes, Inc.
801-388-8252

(b) Option Two: Enhanced Conservation. Option Two Conservation Subdivision provides for residential development at the base density permitted in the relevant zone plus any corresponding increased density incentive as provided herein for Option Two Conservation Subdivisions. In order to obtain the increased density incentive provided herein for an Option Two Conservation Subdivision, the development must utilize a conservation design which sets aside and preserves all constrained and sensitive lands, natural hazards and resources, and provides the required increased percentage of conservation land within the development.

11-12-050 Approval Process.

Applications for a Conservation Subdivision shall be submitted and processed in accordance with the requirements and procedures set forth in the City Subdivision Ordinance, including submission and approval of schematic, preliminary and final plans or plats, and any additional procedural requirements set forth in this Chapter, including, but not limited to, submission of a Subdivision Yield Plan, Sensitive Area Designation Plan and/or Master Development Plan.

11-12-060 Development Activities Prohibited.

In order to ensure the preservation and enhancement of existing conditions of certain property within the City, including, but not limited to, constrained and sensitive lands, natural and cultural resources, wildlife habitat and other unique and sensitive lands, no new development activity shall be permitted on property proposed for development as a Conservation Subdivision prior to final plat approval as provided herein. Upon final plat approval, all development activity shall be conducted in accordance with and subject to applicable permit and development approval processes required by City Ordinances, rules and regulations. For purposes of this Section, "development activity" shall include any disturbance or alteration of the property in any way, but shall not include continuation of any currently existing permitted use of the property.

11-12-065 Waiver.

Subject to the provisions set forth herein, any provision of this Chapter may be waived by the City upon a vote of not less than four (4) members of the City Council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the City Council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this Chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value.

11-12-068 Fee in Lieu; Conservation Land Dedication.

In the event a proposed conservation land dedication does not, in the City's legislative discretion, produce sufficient public benefit, the City may require the payment of a fee in lieu of the dedication of conservation land. The fee to be paid to the City shall be established as follows:

- (1) The City shall establish the amount of the fee to be paid by determining the value of land of the same general characteristics as the conservation land dedication which would be required absent the application of the provisions of this section. The City's determination of value may be based on land sales data in the City's possession or reasonably available, and the basis of the City's determination shall be made available to the Applicant.
- (2) In the event the Applicant disagrees with the City's determination of the amount of the fee in lieu, the Applicant may, at its sole expense, submit an appraisal report from a licensed and Certified General Appraiser to establish the value of the proposed conservation land dedication. The value as established in a qualifying appraisal shall be the amount of the fee in lieu of conservation land dedication.
- (3) Any amount received by the City in lieu of conservation land dedication shall be set aside solely for open space and/or park acquisition and/or development.

11-12-070 Subdivision Yield Plan.

All applications for a Conservation Subdivision shall include a Subdivision Yield Plan prepared in accordance with the provisions set forth herein. The Subdivision Yield Plan is utilized to determine and calculate the base number of dwelling units for any given property to be developed as a Conservation Subdivision.

(a) Subdivision Yield Plan. Applicants shall prepare a Subdivision Yield Plan for the proposed project showing how the property within the project could be developed under a Conventional Subdivision layout using the dimensional standards set forth in Subsection (c). The Subdivision Yield Plan is not intended to propose or permit the actual development of the property in accordance with the dimensional standards set forth herein, but is prepared merely to determine the base number of dwelling units to be used in calculating the permitted number of dwelling units and lot size for the actual Conservation Subdivision. No subdivision may be developed in accordance with the dimensional standards set forth in Subsection (c) or a proposed Subdivision Yield Plan.



Planning Commission Staff Report January 12, 2012

Item 5: Final Plat for the Tuscany Cove Phase 2 Subdivision

Public Hearing:	No
Application No.:	S-7-11
Property Address:	Approximately 275 East Tuscany Cove Drive
General Plan Designation:	LDR (Low Density Residential)
Zoning Designation:	LRF (Large Residential Foothill)
Area:	1.37 Acres
Number of Lots:	3
Property Owner:	JMR Holdings, LLC
Agent:	Rainey Homes

Request: *Applicant is requesting a recommendation for approval of a Final Plat for the Tuscany Cove Phase 2 Subdivision.*

Background Information

The applicant, Rainey Homes, is requesting a recommendation for Final Plat approval for a minor 3-lot subdivision on property at approximately 275 East Tuscany Cove Drive. The proposed subdivision plat is Phase 2 and contains a total of 3 lots on 1.37 acres of property. The underlying zone for this property is an LRF zone. Rainey Homes is proposing to continue with a standard, non-conservation subdivision adjacent to their existing Tuscany Cove Subdivision Phase 1. The Planning Commission provided a recommendation to the City Council regarding the Schematic Plan approval for Phases 2 & 3 on June 16, 2011 and the City Council approved the Schematic Plan on August 2, 2011. Preliminary Plat approval for Phases 2 & 3 was granted by the Planning Commission on August 25, 2011. The applicant is now requesting a recommendation for approval of a Final Plat for Tuscany Cove Phase 2.

A Plat Amendment for Tuscany Cove or a boundary adjustment to Lot 13 to include Parcel A, will need to be required prior to or concurrent with the Final Plat recordation. All other previous issues with this plat have been addressed and corrected.

Suggested Motion

Move that the Planning Commission recommend that the City Council approve the Final Plat for the Tuscany Cove Phase 2 Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant continues to work with the City and other agencies to address any outstanding issues remaining with regard to the Final Plat;
2. The applicant addresses all conditions placed at Schematic Plan and Preliminary Plat approval prior to construction;
3. The applicant must ensure compliance to all Foothill Development Standards as set forth in Chapter 30 of the Zoning Ordinance;
4. The applicant must provide a fee in lieu of open space and obtain a waiver from the City Council prior or concurrent to City Council approving the Final Plat;
5. The applicant must complete boundary line adjustments or a plat amendment (for Parcel A that is being conveyed to Lot 13) prior or concurrent with the recordation of the Final Plat.

Findings for Approval:

1. The proposed subdivision is desirable in that the platting of the property in this area will provide a cleaner description and record of the properties and residences in the subject area.
2. The proposed Final Plat submittal is consistent with all necessary requirements for a Final Plat as found in Chapter 5 of the City's Subdivision Ordinance.

Supplemental Information

1. Tuscany Cove Phase 2 Final Plat
2. Tuscany Cove Phases 2 & 3 Preliminary Plat

Applicable Ordinances

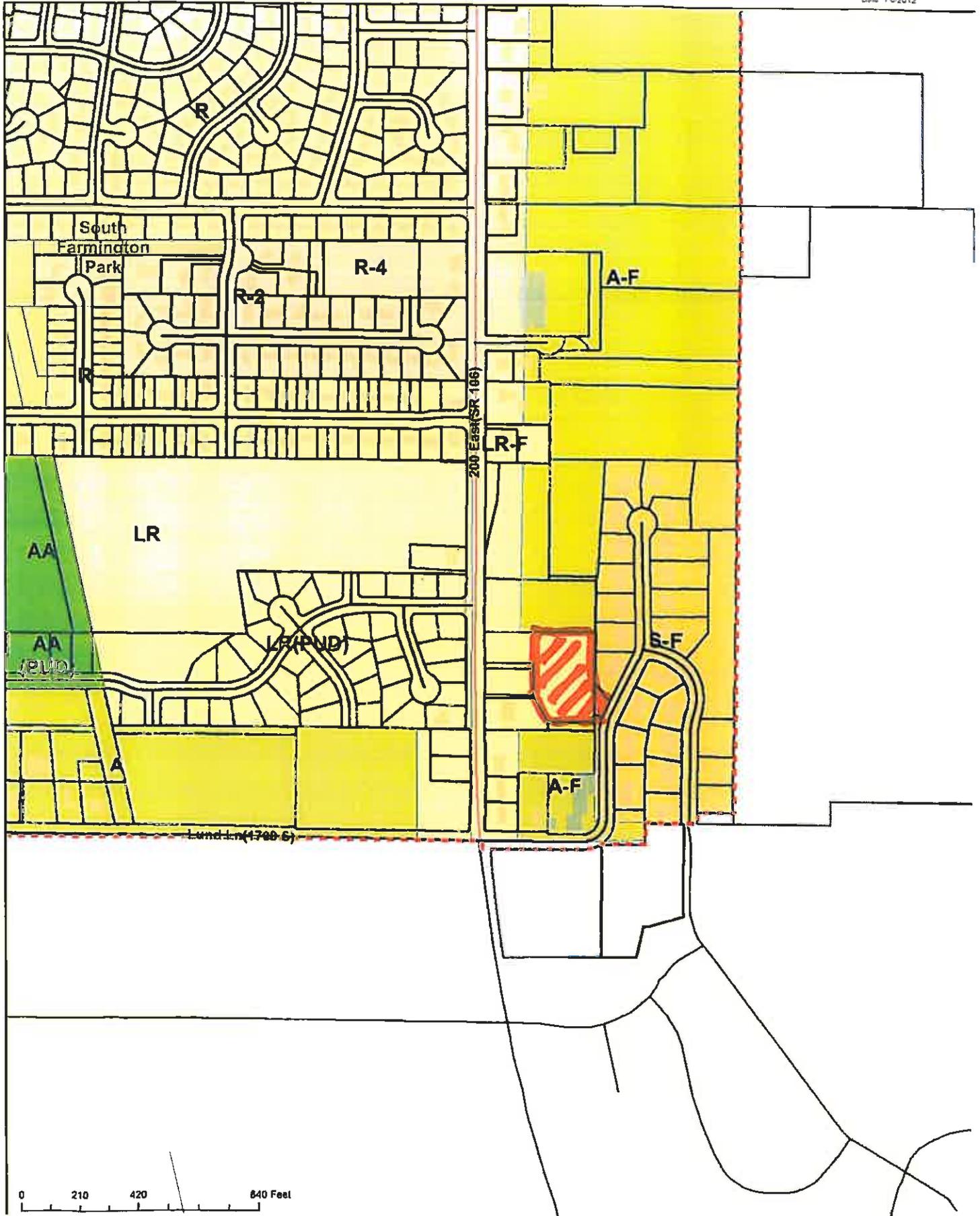
1. Title 12, Chapter 5 – Minor Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 11 – Single Family Residential Zones
4. Title 11, Chapter 30 – Foothill Development Standards



TUSCANY COVE PHASE 2 (S-7-11)



Date 1/6/2012



CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2012

S U B J E C T: Purchase Street Lights from Rocky Mountain Power

ACTION TO BE CONSIDERED:

See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: February 1, 2012

Subject: **PURCHASE STREET LIGHTS FROM ROCKY MOUNTAIN POWER.**

RECOMMENDATION

Approve agreement with Rocky Mountain Power to purchase all of the street lights which they still own in Farmington. The purchase price is \$157,686. This is not budgeted currently, so the budget would have to be amended when the budget is amended in June to reflect this purchase. It is recommended that the use of the General Fund balance be used to pay for this purchase.

BACKGROUND

Enclosed is the agreement with RMP for the City to purchase the street lights that are still owned by RMP. There are 373 street lights on wood poles that would be purchased. The cost would be around \$422.00 per pole. This will save the City about \$30,000 a year from the maintenance costs charged by RMP over what the maintenance costs Black & McDonald would charge, who currently maintain the street lights for the City. This will pay for itself in about 5 years or so. We feel it is in the best interest of the City to own these lights, and to have control over them. The City will get better service from Black & McDonald than it is currently getting from RMP. Enclosed are some of the preliminary numbers showing the savings to the City. They had 446 street lights estimated at that time, so the numbers will be a little bit different than they reflect on the estimates. It is estimated the cost savings to the City will be around \$50,000 from RMP with maintenance costs of around \$20,000 to \$21,000 to Black & McDonald which would be a total savings of around the \$30,000 mentioned above.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

**Rocky Mountain Power
Proposed Sale in Place, Farmington, UT Streetlights
Value of Inventory**

<u>Description</u>	<u>Sales Price</u>
<u>Plant In Service</u>	
373 Street Lighting and Signal Systems	\$145,548
Plant In Service	\$145,548
Income Taxes	\$4,603
 Sale Price - Existing Assets	\$150,151
Expenses	
Separation Costs	\$5,036
Estimated Sales Tax @ 0.00%	\$0
Legal/Transaction Costs	\$2,500
Total Expenses	\$7,536
 Total Sale Price	\$157,686

_____ **STREETLIGHTING FACILITIES**
PURCHASE AND SALE AGREEMENT

* * * * *

PACIFICORP
as Seller
and

as Buyer

Dated: _____

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LIST OF EXHIBITS

- Exhibit A Persons With Knowledge
- Exhibit B Description of Purchased Assets
- Exhibit C Breakdown of Asset Purchase Price
- Exhibit D Energy Only Rate Schedule
- Exhibit E Bill of Sale
- Exhibit F Third Party Attachments

**STREETLIGHTING FACILITIES
PURCHASE AND SALE AGREEMENT**

This _____ STREETLIGHTING FACILITIES PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2011 ("Effective Date") by and between PACIFICORP, dba Rocky Mountain Power, an Oregon corporation ("Seller" or "Rocky Mountain Power"), and _____, 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, consisting of _____ luminaires, _____ poles, _____ feet of underground wire, and _____ feet of overhead wire, all 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 interests in 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 statutes, rules, regulations, ordinances, orders, common law and their legal and equitable principles, and codes of federal, state and local governmental and regulatory authorities.

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.

1.2 **Index of Other Defined Terms.** In addition to those terms defined above, the following terms shall have the respective meanings given thereto in the Sections indicated below:

Defined Term	Section
Agreement.....	Preamble
Approvals.....	8.3
Assets.....	Recital A
Buyer.....	Preamble
Closing.....	10.1
Closing Date.....	10.1
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Effective Date.....	Preamble
Material Adverse Effect.....	3.3
Permitted Encumbrances.....	3.6
Rocky Mountain Power.....	Preamble
Seller.....	Preamble
Termination Date.....	11.1.4

ARTICLE 2. BASIC TRANSACTION

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

2.2 Operation and Maintenance. 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 all streetlighting facilities located within Buyer's annexed boundaries by way of the Bill of Sale shown in Exhibit E.

2.4 Actual Asset Purchase Price. The Asset Purchase Price for the Assets is Six _____ and no/100 Dollars (U.S.) (\$ _____). Buyer

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 taxes and with respect to 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 involved 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 Assets Attached to Third-Party Facilities. Seller has represented to Buyer that certain of the Assets are attached to poles that are owned by third parties, as more particularly set forth in Exhibit F. Seller makes no representation, warranty nor guaranty as to the existence or validity of any permits or licenses for such attachments. Following Closing, Buyer shall be responsible for negotiating third-party attachment rights directly with the owner(s) of the poles on which they are presently located.

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), (b) proceedings before regulatory authorities, and (c) 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 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 _____ 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; (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, 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.

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 applicable 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. The parties acknowledge that Buyer has previously paid the amount of \$43,150.00 to Seller, which amount has been credited against the Separation Costs and Transactional Costs that are due and payable hereunder. 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 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 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.

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 city 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; or (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. Promptly upon completion of the renumbering, Seller shall provide Buyer with Geographic Information System (GIS) Data showing the number and locations of the Assets.

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, at its option, 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 shall be brought in Salt Lake City, Utah (the "Closing") 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 the Termination Date set forth in Section 11.1.4. The date on which the Closing actually occurs is referred to herein as the "Closing Date." The Closing shall be effective for all purposes at 11:59 p.m., Pacific time, on 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 December 31 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:

With a copy to :	With a copy to:

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 Time Is of the Essence. Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement. The parties acknowledge that each will be relying upon the timely performance by the others of their obligations hereunder as a material inducement to each party's execution of this Agreement.

Signature Page Follows

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

BUYER:

_____, a body corporate and politic of the State of Utah

By: _____

Name: _____

Title: Mayor or Designee

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: _____

Title: _____

**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:

For Buyer:

Streetlighting Facilities
PURCHASE AND SALE AGREEMENT

Exhibit B

Description of Purchased Assets

Streetlighting Facilities
PURCHASE AND SALE AGREEMENT

Exhibit C

Breakdown of Asset Purchase Price

—————
—————
**Streetlighting Facilities
PURCHASE AND SALE AGREEMENT**

Exhibit E

BILL OF SALE

SELLER: ROCKY MOUNTAIN POWER

BUYER: _____

FOR VALUABLE CONSIDERATION totaling _____ and no/100 Dollars (U.S.) (\$ _____ .00), the receipt of which is hereby acknowledged, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells and delivers to _____, Utah ("Buyer"), pursuant to an Asset Purchase Agreement dated as of _____, 2011, 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

DATED this _____ day of _____, 2011.

Rocky Mountain Power

By: _____
Name: _____
Title: _____

|

**Streetlighting Facilities
PURCHASE AND SALE AGREEMENT**

**Exhibit F
Third-Party Attachments**

[To be provided when Agreement is finalized for signature by the parties]

RMP OWNED STREET LIGHT ASSETS

Tariff	Description	Lights	Qty	Monthly RMP Tariff Rate	Monthly RMP Energy Rate	Monthly RMP Tariff - Energy Cost	W/surcharge 5.08%	RMP Annual Tariff - Energy Cost
11	RMP Owned	70 HPS	7	\$10.99	\$1.70	\$9.29	\$9.76	\$820.00
	Full Maint.	100 HPS	402	\$11.90	\$2.32	\$9.58	\$10.07	\$48,561.59
		150 HPS	15	\$15.77	\$3.40	\$12.37	\$13.00	\$2,339.71
		250 HPS	10	\$19.68	\$6.06	\$13.62	\$14.31	\$1,717.43
		400 HPS	1	\$24.22	\$9.32	\$14.90	\$15.66	\$187.88
		100 MV	4	\$10.32	\$2.32	\$8.00	\$8.41	\$403.51
		175 MV	7	\$12.83	\$4.14	\$8.69	\$9.13	\$767.04
	Subtotal		446					\$54,797.16
	Steel Poles		8	\$2.35				\$225.60
	Total							\$55,022.76

Black & McDonald

PROFORMA FINANCIAL ASSESSMENT

City could pay out right this or finance over a shorter time thru Zims.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total Years 1 - 10	Year 11 & Beyond
Annual Lease Cost	\$23,217	\$23,217	\$23,217	\$23,217	\$23,217	\$23,217	\$23,217	\$23,217	\$23,217	\$23,217	\$232,169	\$0
Maintenance Cost:												
Routine Repairs	\$18,464	\$19,018	\$19,589	\$20,177	\$20,782	\$21,405	\$22,047	\$22,709	\$23,390	\$24,092	\$211,674	\$24,815
Third Party Damages	\$2,500	\$2,575	\$2,652	\$2,732	\$2,814	\$2,898	\$2,985	\$3,075	\$3,167	\$3,262	\$28,660	\$3,360
Total Maintenance Cost	\$20,964	\$21,593	\$22,241	\$22,908	\$23,596	\$24,303	\$25,033	\$25,784	\$26,557	\$27,354	\$240,333	\$28,174
Total Annual Cost of Service	\$44,181	\$44,810	\$45,458	\$46,125	\$46,812	\$47,520	\$48,249	\$49,000	\$49,774	\$50,571	\$472,502	\$28,174
Current Cost of Service	\$55,023	\$55,023	\$55,023	\$55,023	\$55,023	\$55,023	\$55,023	\$55,023	\$55,023	\$55,023	\$550,230	\$55,023
Annual Savings	\$10,842	\$10,213	\$9,565	\$8,898	\$8,211	\$7,503	\$6,774	\$6,023	\$5,249	\$4,452	\$77,728	\$26,849
Percent Savings	20%	19%	17%	16%	15%	14%	12%	11%	10%	8%	14%	49%

*with
Black & McDonald
Doing The Maint.*

- Notes: 1. Additional savings are achievable if third party damages are avoided or recovered from responsible parties.
2. Analysis assumes no escalation in Rocky Mountain Power rates. Rate increases enhance the savings to the City.

Black & McDonald

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2012

S U B J E C T: Minute Motion Approving Summary Action List

1. Approval of Minutes from January 17, 2012
2. Ratification of Approvals of Construction & Storm Water Bond Logs
3. Sewer Easement for Pipe within Red Barn Lane
4. Questar Easement for Pipe within Red Barn Lane
5. Renewal of Contract with Davis County Animal Care and Control
6. Tuition Reimbursement for Officer Brandon Erickson
7. Agreement with LDS Church for Storm Drainage located at 549 South 1525 West

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY COUNCIL

Tuesday, January 17, 2012

WORK SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Nelsen Michaelson, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, Parks & Recreation Director Neil Miller, City Recorder Holly Gadd, City Deputy Recorder DeAnn Carlile, and Recording Secretary Cynthia DeCoursey

Mayor Harbertson began the work session at 6:30 p.m. and welcomed those in attendance. The following items were discussed:

Expansion of Farmington City Cemetery into Mountain View Park

Neil Miller referred to the material included in the staff report, and there was a discussion regarding the different options he proposed. The Mayor asked the Council to determine if the City should remain in the cemetery business and if they have suggestions for an additional site.

Amendment to the Consolidated Fee Schedule – Culinary Water Rates for Commercial Users

Keith Johnson reported on both residential and commercial water usage in the City.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Nelsen Michaelson, Cory Ritz, Jim Talbot, and Sid Young, City Manager Dave Millheim, Community Development Director David Petersen, City Engineer Paul Hirst, Parks & Recreation Director Neil Miller, City Recorder Holly Gadd, City Deputy Recorder DeAnn Carlile, Youth City Council Member Cameron Farley, and Recording Secretary Cynthia DeCoursey.

CALL TO ORDER:

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

Mayor Harbertson began the meeting at 7:10 p.m., the opening prayer was offered by Jim Talbot, and the Pledge of Allegiance was led by Boy Scout Connor Kirkham from Troop 1698. The Mayor welcomed new Deputy City Recorder DeAnn Carlile and Youth City Council Member Cameron Farley.

Approval of Minutes

Motion:

Jim Young made a motion to approve the minutes of the January 3, 2012 City Council Meeting. The motion was seconded by John Bilton and approved by Council Members Bilton, Michaelson, Ritz, Talbot and Young.

PUBLIC HEARING:

Resolution amending the Consolidated Fee Schedule – Culinary Water Rates for Commercial Users

Keith Johnson reported on the analysis of residential and commercial water usage in the City. The residential usage and revenues were as predicted. The commercial usage was higher than predicted, but the revenues were less than predicted. Lagoon’s water usage dropped from 50 million to 21 million gallons, and the commercial usage rate is \$2.12 per 1000 gallons. All commercial rates will now be charged according to the size of the meter.

Public Hearing:

Mayor Harbertson opened the public hearing at 7:15 p.m.

Andre Meacham, Director of Loss Prevention for Lagoon, gave a letter to staff and the Council and said the following issues need to be addressed:

- The last line on page 1 of the Resolution states, “If more than one size of meter is installed, the charge will be on the largest size installed.” The intent is to charge Lagoon for the two 8-inch meters, but it could be interpreted that all four meters may be charged at the larger meter rate.
- In the last 18 months, Lagoon has been charged a meter fee for four 8-inch meters, but they have two 8-inch and two 2-inch meters. Also, they have not used water from the south meter for one year but have been charged for it each month.
- In 2009 the fee for the 8-inch meter was set at \$614.25 per month, but Lagoon has never been told where that number came from. The fee structure still appears to be disproportionately high—based on an analysis by CRS, the amount should be \$481.14.

Jim Talbot commented that it was unfair for Lagoon to submit a letter and bring up these issues just prior to the time when the action needs to be taken--this should have been done in a work session where the issues could have been discussed and addressed. He said Lagoon never seems to be happy with the actions of the City. **Mr. Meacham** said it was his impression that the purpose of a public hearing was for the Council to listen to concerns/suggestions from residents.

The public hearing was closed at 7:25 p.m., and the Council determined that they would support a change to the wording on page 1. **Dave Millheim** explained that under the City’s existing rules, a company is charged a base meter rate (which is the same regardless of the size of the meter size) and a usage rate (which calculates how much water flows through the meter). This amendment will differentiate between the smallest meter and the largest meter. City Engineer **Paul Hirst** said the base fee was determined by establishing a 5/8-inch meter as the nominal residential meter size which can handle 20 gallons per minute. An 8-inch meter will handle 1600 gallon per minute—80 times the residential meter rate—and all of the fees are factored on that rate. Lagoon had as many as six meters in the past, and the City helped them consolidate by installing master meters. The City added a 10-inch line west of Lagoon and no longer needs the Lagoon line. The **Mayor** commended Lagoon for their significant reduction in water usage and said the extra meters are an insurance policy for Lagoon in the case of fire/emergencies. The City will continue to monitor water rates, usage and revenues.

Motion:

John Bilton made a motion to approve the Resolution amending the consolidated fee schedule relating to culinary water rates for commercial users with an amendment on page 1, Section 1, D1 to read: “If more than one size of meter is installed, the largest meter size will be charged the base meter rate.” The

motion was seconded by **Nelsen Michaelson** and approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

Jim Talbot asked if Lagoon’s concerns were sufficiently addressed, and the City Manager commented that he had not read the letter as it had just been handed out.

PRESENTATION OF PETITIONS AND REQUESTS:

Expansion of Farmington City Cemetery into Mountain View Park

Mayor Harbertson explained that in October 2011, the City adopted several new rules regarding the sale of burial rights: (1) burial rights will only be sold to Farmington City residents; (2) a maximum of two sites will be sold as needed--no advance purchase; (3) only next-in-line sites will be sold; (4) there will be no specific site selection. He said there are 8 side-by-sides and approximately 100 single sites remaining.

Neil Miller said the City Council directed him to move forward with an expansion of the City Cemetery into Mountain View Park and to meet with homeowners in the area to receive input and listen to concerns. The majority of the residents rejected the expansion idea because they had been told that it would always be a park. Several residents recently remodeled their homes and believe a Cemetery expansion will lower their property values. They asked if there were minutes which could show whether or not the area the park property was meant to be a cemetery. City Planner **David Petersen** found City Council minutes dated May 19, 1965 which clearly indicate that “the purchase of this land was for the future expansion of the City Cemetery.” The **Mayor** expressed appreciation to the residents who live close to the Cemetery for their willingness to support the City’s proposal.

Jim Young believes the City should stay in the cemetery business because it is a great amenity and is part of the history and heritage of Farmington. **Nelsen Michaelson** said the action taken in 1965 to provide a place for Farmington residents to be buried needs to be respected. **Cory Ritz** agreed that the City should continue in the cemetery business.

Motion:

Cory Ritz made a motion to allow City staff to begin expansion of the Farmington City Cemetery into Mountain View Park with the following improvements:

1. Completion of a burial lot survey along with a redesign and installation of the Mountain View Park sprinkling system. This will be followed by moving the fence 100 feet east into the park, at a cost of \$4000, and extending the Cemetery 100 feet to provide approximately 680 additional burial rights. The area west of the parking lot will be given special consideration given to tree preservation.
2. Removal of the fence and completion of a final extension of the Cemetery into Mountain View Park. This will be followed by the construction of a road around and down the middle of the combined three extensions. This phase would provide approximately 1000 additional burial rights and will be implemented only when #1 is complete and has reached eminent capacity.
3. The minutes from the May 19, 1965 City Council Meeting, the Warranty Deed for the purchase of the property, and the expansion maps prepared by **Neil Miller** will be included in the record for future consideration.

The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

Nepotism Rule Modifications

Mayor Harbertson said these new rules will allow for some flexibility with seasonal and part-time employees and enhance the City Manager’s veto power of potential problem situations. No immediate family members of full-time employees will be allowed to work in the supervisory chain. **Dave Millheim** pointed out several changes and additional language in letter “d”.

Motion:

Nelsen Michaelson made a motion to adopt the Resolution modifying Section 12.030 of the City Personnel Rules and Regulations related to Nepotism. The motion was seconded by **John Bilton** and approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

SUMMARY ACTION:

1. Ratification of Approvals of Construction & Storm Water Bond Logs
2. Approval of Disbursement List for December 2011
3. Off-Duty Employment Policy regarding Outside Employment for Police Department

Minute Motion Approving Summary Action List

Motion:

Jim Talbot made a motion to approve the items on the Summary Action List. **John Bilton** seconded the motion which was approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

GOVERNING BODY REPORTS:

City Manager Report

- Several items have been added to the February 7, 2012 agenda.
- A Summary of Farmington City Claims from 2006–2011 is included in the staff report.
- In the Council enrollment form there is a clause which states “ineligible for the defined benefit plan” because it is a part-time position with no retirement benefits. However, Council members may purchase retirement benefits with their own funds and should contact him for additional information if desired.
- He asked for direction concerning the enhanced street lights in Park Lane Village. The Council approved an agreement with the Haws Companies at the previous meeting, but there remains the question of who will maintain these fixtures over time. Following a brief discussion, the Council decided that a maintenance agreement may be a better way to handle this issue.

Motion:

John Bilton made a motion to direct staff to prepare a formal maintenance agreement between Farmington City and the Haws Companies (THC) regarding street lights in the Park Lane Commons development and to include the following conditions:

1. The developer shall install poles and fixtures and run/install the necessary underground electrical lines for their operation;
2. The adjacent property owner shall be responsible for ongoing maintenance, upkeep and repair of the poles, fixtures, and electrical lines;
3. The City shall pay for and provide electrical power to operate the fixtures on a perpetual basis;

4. The maintenance agreement shall run with the land;
5. A cure period for damage and/or maintenance shall be determined;
6. The Agreement is subject to the exhibits (or similar lighting) attached to the staff report.

Jim Talbot seconded the motion which was approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

Mayor Harbertson & City Council Reports

- The tentative February 11th date for the City Council retreat needs to be changed—possible dates are February 25th or March 3rd.
- He and **John Bilton** will attend the Town Hall meeting on January 18, 2012.
- He asked for nominations for the Citizen of the Year and suggested **Randy West** who is a member of the Trails Committee and maintains the Flag Rock trail. **Cory Ritz** suggested **Jerry Preston** for his contribution to the Veteran’s Memorial. **Dave Millheim** said staff has not received any information from the Elks Club, but he will follow up on the request.
- He attended a good meeting with residents and UDOT concerning the West Davis Corridor.
- He and **David Petersen** met with **Ben Barrus** and another resident concerning a 20-foot easement.

Nelsen Michaelson

- He attended the Planning Commission meeting on Jan. 12 and reported that several residents complained about water issues on their property—they believe the next phase of Chestnut Farms will increase the water problems. Because he lives in west Farmington, he would like to make sure the issue is handled well. **Dave Millheim** is aware of the issues which were reviewed by the DRC earlier in the day. Some of the residents have a mistaken assumption that new development has caused the water issues, and it is possible that some of the residents on 475 South will expect Symphony Homes to fix their water problems.

Jim Talbot

- The fire hydrant in his neighborhood is still missing.
- He asked for an updated drawing of the Lagoon Trail.
- He apologized for jumping in on the Lagoon issue earlier in the meeting, but he felt frustrated that Lagoon does not play by the rules. **Dave Millheim** agreed and said Lagoon received the staff report in plenty of time to prepare a response.
- He asked for an update on the Farmington history that **Glen Leonard** is writing. **John Bilton** said he would find out if any progress has been made. **Dave Millheim** said staff would locate a copy of the contract and send a copy to each Council Member.

John Bilton

- He received a letter from resident **Joel Cook** concerning the new Symphony Homes development in west Farmington.
- **Paul Hess** sent an email concerning the trimming of sycamore trees and reserving spaces along the parade route for Festival Days. **Mr. Millheim** said neighboring cities have parade route regulations, but they are difficult to enforce. The Council asked City staff to include parade rules/information in the June newsletter each year. **Mr. Bilton** asked if the City does regular maintenance on the sycamore trees, and **Mr. Millheim** said he would discuss it with the Public Works Department.

- He attended another UDOT meeting, and he was cornered by residents wanting answers and input. He would appreciate having a document that states the Council's position on the WDC. **Mr. Millheim** said he will copy the original resolution passed by the Council which outlines 5-6 points and additional information which may be helpful.

Cory Ritz

- A resident is concerned about the lack of parking on frontage road during soccer games and asked if parking could be allowed along the red striped section of the road. **Dave Millheim** said the intent of the red striping was for safety, and his advice is to leave it as it is.
- He also advised City staff/Council to pay close attention to drainage, traffic flow, and the looping of utilities in the Chestnut Farms area.
- He asked if the City has completed the storm cleanup and said there is a pile of debris on Park Lane near the entrance to Farmington Greens. **Dave Millheim** said residential cleanup has ended as to City assistance.
- He asked for an update on the trails clean-up efforts, and **Dave Millheim** reported that the trails are open and safe, but cleanup efforts are ongoing.

Jim Young

- He encouraged City staff and Council members to consider high-end senior living options for Farmington City. During his campaign he met many senior citizens who would like to downsize but have no options.
- He asked about the expectations for Emergency Management Institute (EMI) and in-house training, and **Dave Millheim** said the best training he received was at the Emergency Operations Center (EOC) for disaster preparedness. The housing and training is paid for by the federal government, and airfare is reimbursed following participation in the training. Elected officials are encouraged to attend the training, and they must be National Incident Management (NIMS) certified. He asked Council Members to contact him if they are available to attend.
- He asked for a schedule of the Historic Preservation Committee meetings, and **Jim Talbot** said he would obtain a schedule from the Chair.

CLOSED SESSION

Motion:

At 9:15 p.m. a motion was made by **John Bilton** for the Council to go into a closed meeting to discuss strategy as it pertains to potential litigation. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

Sworn Statement

I, **Scott C. Harbertson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

Scott C. Harbertson, Mayor

Motion:

At 9:50 p.m. a motion to reconvene into an open meeting was made by **Jim Talbot**, seconded by **John Bilton**, and approved by Council Members **Michaelson**, **Ritz** and **Young**.

ADJOURNMENT

Motion:

At 9:50 p.m. a motion to adjourn the meeting was made by **Jim Talbot**, seconded by **Cory Ritz**, and approved by Council Members **Bilton**, **Michaelson** and **Young**, and the meeting was adjourned.

Holly Gadd, City Recorder
Farmington City Corporation

STORM WATER & CONSTRUCTION BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND	CONSTRUCTION BOND
1/9	Country West Const	10125	\$1,000.00	
1/19	Garbett	9622	\$1,000.00	
1/19	Garbett	9623	\$1,000.00	
1/19	Garbett	9624	\$1,000.00	
1/19	Garbett	9625	\$1,000.00	
1/19	Garbett	9626	\$1,000.00	
1/19	Garbett	9627	\$1,000.00	
1/19	Garbett	9628	\$1,000.00	
1/19	Garbett	9629	\$1,000.00	
1/19	Garbett	9630	\$1,000.00	
1/19	Garbett	9631	\$1,000.00	
1/19	Garbett	10138	\$1,000.00	
1/17	Dalton	10137	\$1,000.00	
1/16	Dixon Homes	10091	\$1,000.00	\$500.00
1/15	Joel Hale	10121	\$1,000.00	
1/5	Henry Walker Homes	10090	\$1,000.00	\$500.00

Jan-12

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Dave Millheim, City Manager
Date: January 27, 2012
SUBJECT: **SEWER EASEMENT FOR PIPE WITHIN RED BARN LANE**

RECOMMENDATION

By minute motion, authorize the Mayor to execute the attached agreement between Central Davis Sewer District and Farmington City providing an easement for an existing Sewer line within the Red Barn Lane ROW.

BACKGROUND

In working through the potential vacation of public access along portions of Red Barn Lane to the Haws Companies, it was discovered that an existing Sewer outfall line and Questar Gas Line were already in place within the public ROW. These lines were put in many years ago without easements we believe under the franchise rights granted at that time. So as to avoid any potential problems with vacating public access at this time to a third party, the City Council directed that these easements be created and recorded before the removal of public access agreement would take place with the Haws Companies.

Respectfully Submitted

A handwritten signature in cursive script that reads "Dave Millheim".

Dave Millheim
City Manager



CALDWELL | RICHARDS | SORENSEN
ANSWERS TO INFRASTRUCTURE™

December 22, 2011

**Central Davis Sewer District
30' Sewer Easement**

A 30-foot wide easement, being 15 feet either side of an existing sewer line, upon a part of an entire tract of property situated in the Southwest Quarter of Section 13 and the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey. Said easement more particularly described as follows:

Beginning at a point which is 1,440.16 feet North 00°00'26" East along the section line from the Southeast Corner of said Section 14; and running thence North 89°22'41" West 803.02 feet to a non tangent point on a curve on the northeasterly right of way line of Burke Lane; thence northwesterly along the arc of a 690.00 foot radius curve to the left a distance of 75.62 feet (central angle equals 06°16'47" and long chord bears North 65°59'37" West 75.59 feet) along said northeasterly right of way line; thence South 89°22'41" East 949.13 feet; thence South 51°41'29" East 62.10 feet; thence North 89°41'17" West 48.73 feet; thence North 51°41'29" West 13.44 feet; thence North 89°21'55" West 66.51 feet to the point of beginning.

The above described part of an entire tract contains 28,360 square feet or 0.651 acres

P:\2008\08020C CDSD-Misc Engineering 2008\Survey Data\Office\Legal
Descriptions (Deeds, easements)

Project No. 08020C



THIS PLAN IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

THE ENGINEER HAS CONDUCTED VISUAL SURVEYS AND HAS REVIEWED THE RECORD DRAWINGS AND THE RECORD SURVEY FOR THE PROJECT. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT.

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CALDWELL RICHARDS SORENSEN

 ANSWERS TO INFRASTRUCTURE

SALT LAKE CITY, UTAH
 801.487.1234
 www.caldwellrichards.com

CENTRAL DAVIS SEWER DISTRICT
BURKE LANE SEWER EASEMENT
 EXHIBIT

BURKE LANE
 FARMINGTON, UT

0 10 20 30
 FEET

NORTH

CS-100

WHEN RECORDED MAIL TO:

Central Davis Sewer District
Attn: General Manager
2200 South Sunset Drive
Kaysville, UT 84037

EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as Grantors hereby grant, convey, sell, and set over unto Central Davis Sewer District, a body politic of the State of Utah, hereinafter referred to as Grantee, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove, and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the "Facilities", said right-of-way and easement, being situated in Davis County, State of Utah, over and through a parcel of the Grantor's land as depicted on Exhibit A, a 30-foot wide easement, being 15 feet either side of an existing sewer line, upon a part of an entire tract of property situated in the Southwest Quarter of Section 13 and the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey. Said easement more particularly described as follows:

**Central Davis Sewer District
30' Sewer Easement**

Beginning at a point which is 1,440.16 feet North 00°00'26" East along the section line from the Southeast Corner of said Section 14; and running thence North 89°22'41" West 803.02 feet to a non tangent point on a curve on the northeasterly right of way line of Burke Lane; thence northwesterly along the arc of a 690.00 foot radius curve to the left a distance of 75.62 feet (central angle equals 06°16'47" and long chord bears North 65°59'37" West 75.59 feet) along said northeasterly right of way line; thence South 89°22'41" East 949.13 feet; thence South 51°41'29" East 62.10 feet; thence North 89°41'17" West 48.73 feet; thence North 51°41'29" West 13.44 feet; thence North 89°21'55" West

66.51 feet to the point of beginning. The above described part of an entire tract contains 28,360 square feet or 0.651 acres.

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns, with the right to ingress and egress in the Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. During construction periods, Grantee and its contractors may use such portion of Grantors' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the Facilities. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. Grantors shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities or with the discharge and conveyance of sewage through the Facilities, or any other rights granted to the Grantee hereunder.

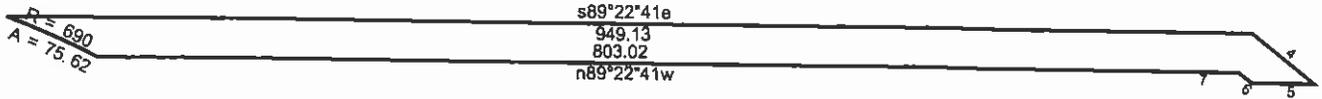
Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement except roadways and fences over or across this right-of-way and easement nor change the contour thereof without the written consent of Grantee. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

Grantee agrees to indemnify and defend Grantors from any loss, claim, or liability to Grantors arising out of Grantee's use of the Easement. Grantee assumes all risk arising out of its use of the Easement and Grantors shall have no liability to Grantee or others for any condition existing thereon, other than any such condition caused or created by Grantors.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and Easement this ____ day of _____, 2012.

EXHIBIT "A"

General Depiction of Easement Property
(attached)



12/22/2011

Scale: 1 inch= 140 feet

File: CDS 30 Foot Burke Lane Easement.ndp

Tract 1: 0.6511 Acres (28360 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/532275), Perimeter=2019 ft.

01 n89.2241w 803.02

07 n89.2155w 66.51

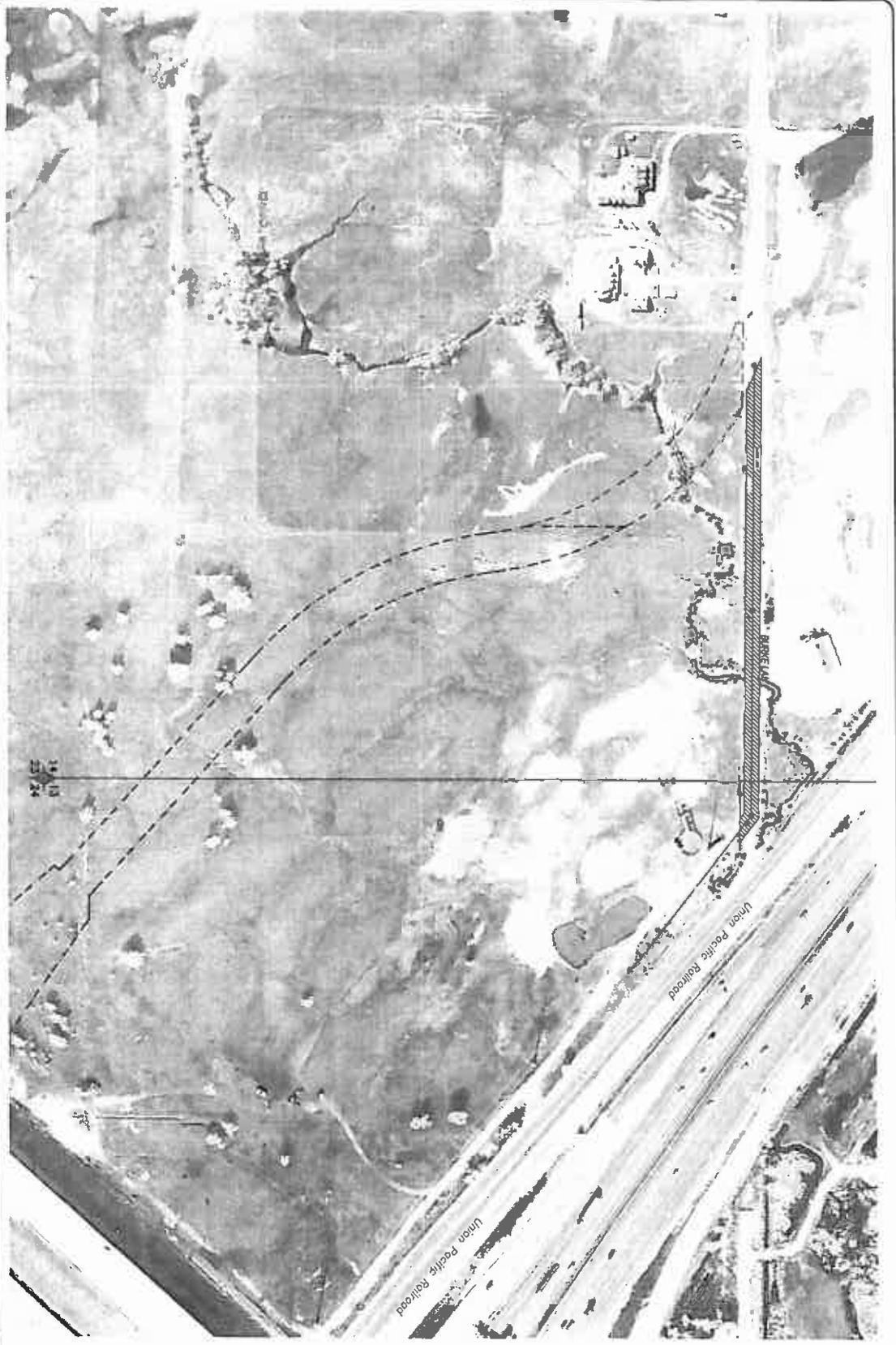
02 Lt, r=690.00, delta=006.1647, arc=75.62, chord=n65.5937w 75.59

03 s89.2241e 949.13

04 s51.4129e 62.10

05 n89.4117w 48.73

06 n51.4129w 13.44



THIS PLAN IS THE PROPERTY OF CALDWELL RICHARDS SORENSEN AND SHALL BE LOANED TO THE CLIENT FOR THE PROJECT ONLY. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CALDWELL RICHARDS SORENSEN.

DATE: 08/14/14
 DRAWN BY: J. S. Sorenson
 CHECKED BY: J. S. Sorenson
 APPROVED BY: J. S. Sorenson

CALDWELL RICHARDS SORENSEN
 ARCHITECTS & ENGINEERS
 1000 14th Street, Suite 1000
 Denver, CO 80202
 (303) 733-1100
 www.caldwellsorenson.com

BURKE LANE SEWER EASEMENT
 EXHIBIT
 CENTRAL DAVIS SEWER DISTRICT
 FAIRMOUNT, UT

CS-100

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Dave Millheim, City Manager
Date: January 27, 2012
SUBJECT: **QUESTAR EASEMENT FOR PIPE WITHIN RED BARN LANE**

RECOMMENDATION

By minute motion, authorize the Mayor to execute the attached agreement between Questar Gas Company and Farmington City providing an easement for a existing Questar line within the Red Barn Lane ROW.

BACKGROUND

In working through the potential vacation of public access along portions of Red Barn Lane to the Haws Companies, it was discovered that an existing Sewer outfall line and Questar Gas Line were already in place within the public ROW. These lines were put in many years ago without easements we believe under the franchise rights granted at that time. So as to avoid any potential problems with vacating public access at this time to a third party, the City Council directed that these easements be created and recorded before the removal of public access agreement would take place with the Haws Companies.

Respectfully Submitted

Dave Millheim
City Manager

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
Burkelane.cp; RW01

Space above for County Recorder's use
ROAD FILE # 2568662

RIGHT-OF-WAY AND EASEMENT GRANT
30775

FARMINGTON CITY CORPORATION, a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace underground pipelines, valves, valve boxes and install underground cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said existing pipeline and Easement shall exist in the area more particularly described as follows, to-wit:

Land of the Grantor located in Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the westerly right of way boundary of Union Pacific Railroad which point is North 0°00'26" East 1,431.51 feet along the Section Line and South 89°40'30" East 143.63 feet from the Southeast Corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°40'30" West 922.15 feet to the northeasterly right of way boundary of Burke Lane (a 66.00 foot wide road), thence northwesterly 43.63 feet along the arc of a 690.00 foot radius curve to the left through a central angle of 3°37'23" (long chord bears North 62°22'35" West 43.62feet); thence South 89°40'30" East 936.27 feet; thence South 50°36'35" East 31.74 feet along said westerly right of way boundary of the Union Pacific Railroad to the point of beginning.

Containing: 18,574 sq. ft. (0.4264 Acres) and generally described on the attached map as Exhibit A.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said Easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not materially interfere with the Facilities or any other rights granted to Grantee hereunder. Grantee shall restore the Easement and all affected improvements to their prior existing condition upon completion of any construction to the Facilities.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the Easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not materially change the contour within the Easement without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the Easement, without prior written consent of Grantee.

4. Grantor shall not place personal property within the Easement that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor may lay asphalt over the Easement and may install fencing so long as all fence posts have a minimum clearance of five feet (5') from the outside edge of the existing pipeline. Notwithstanding anything set forth herein, Grantor must comply with the Damage to Underground Utilities Act, Utah Code Ann. §§54-82-1 *et seq.*

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by either party upon written notice to Grantee, Grantor, or assigns.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of January 2012.

FARMINGTON CITY CORPORATION

ATTEST:

[Secretary], Secretary

By: _____
Scott Harbertson, Mayor

(SEAL)

STATE OF UTAH)
) ss.
COUNTY OF [COUNTY])

On the ____ day of _____, 2012 personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of Farmington City Corporation, and that the foregoing instrument was signed on behalf of said city by authority of a resolution of its City Council, and said and _____ acknowledged to me that said city duly executed the same.

Notary Public

Farmington Police Department

286 SOUTH 200 EAST • FARMINGTON, UTAH 84025

WAYNE D. HANSEN
CHIEF OF POLICE

TEL (801) 451-2842
FAX (801) 451-7865

City Council Staff Report

To: Honorable Mayor and City Council
From: Wayne Hansen, Police Chief
Date: January 25, 2012
SUBJECT: **Renewal of contract with Davis County Animal Care and Control**

RECOMMENDATIONS

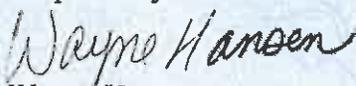
By summary action approve renewal of contract with Davis County Animal Care and Control for animal control services in the amount of \$41997.57.

BACKGROUND

This is an annual renewal of contract 2009-58 with Davis County for animal control services. The associated fees for this contract are reviewed each year by Davis County based on the number of calls for domestic and wild animal calls. The previous years budget was \$39000.00. As indicated above our cost for renewal is \$41997.57. This is an increase of \$3000.00 from the previous year. Our costs for wild animal services went down however costs for domestic animals have increased which led to the overall cost increase.

I am pleased with the service that we receive from Davis County Animal Care. They are responsive to our needs and concerns and are very willing to work together to meet our mutual needs. Their staff is very professional and provides us with a very necessary service in a cost effective manner. As such I recommend that this contract be approved as written and submitted.

Respectfully Submitted



Wayne Hansen
Police Chief

Review and Concur



Dave Millheim
City Manager



Davis
COUNTY

Animal Care & Control

1422 East 600 North - Fruit Heights, Utah 84037
Telephone: (801) 444-2200 - TDD: (801) 451-3228 - Fax: (801) 444-2212

Mayors & City Administrators,

I want to thank all of the cities for the working relationship we have with you. I appreciate the communication and feedback that has been given to me this past year. All of us here are thankful to you for allowing us to serve you.

Attached you will find the contract addendum for your city that shows the amount due for Animal Care & Control services in 2011, the spreadsheets listing the call amounts, the amount due and this letter .

In reference to the two attached spreadsheets. One is for all calls excluding wildlife calls and the other tab is for the wildlife calls, please see both.

The County did not increase the amount due from the cities this year. The city's fee increased or decreased based on the number of calls that were in that city in 2011.

Wildlife calls are separate and are charged a \$25.75 fee per call. This fee is also remaining the same as 2011.

Please print the contract addendum, sign it & mail the signed contract addendum to me. (Address is above) I will place a cover sheet on it and forward it to the County Attorney where it is reviewed and placed before the County Commissioners. After all of the signatures are collected, I will make a copy of the original and sent it to you. . (If you want a signed original, please print TWO copies and sign both. I will have one sent to you when it is signed by the County Commission.)

If you have any questions, concerns or comments please contact me,

Thank You,

Clint Thacker
Director
Davis County Animal Care & Control
801-444-2204

ACTUAL TOTAL SERVICE CALLS FOR ALL CITIES (EXCLUDING WILDLIFE)

TOTAL FEES REQUESTED FROM CITIES FOR 2012

Service Call Stats Taken - 2009 to 2011

2011 Cities Fee 2012 Cities Fee
 \$ 567,206.91 \$ 567,206.91

City	Calls for Service			Annual Averages		% of 2 Yr. Average		City Fee	
	2009	2010	2011	Avg 09/10	Avg 10/11	% of 09/10	% of 10/11	2011	2012
BOUNTIFFUL	1639	1841	1933	1740	1887	9.90%	10.61%	\$56,167.09	\$ 60,199.64
CENTERVILLE	575	585	727	580	656	3.30%	3.69%	\$18,722.36	\$ 20,927.91
CLEARFIELD	2480	2067	2076	2274	2072	12.94%	11.65%	\$73,388.44	\$ 66,085.61
CLINTON	1506	1264	1255	1385	1260	7.88%	7.08%	\$44,707.71	\$ 40,180.94
FARMINGTON	849	969	1312	909	1141	5.17%	6.41%	\$29,342.46	\$ 36,384.57
FRUIT HEIGHTS	262	260	333	261	297	1.49%	1.67%	\$8,425.06	\$ 9,459.03
BOYER HILL	615	535	160	575	348	3.27%	1.95%	\$18,560.96	\$ 11,086.05
KAYSVILLE	1097	1198	1412	1148	1305	6.53%	7.34%	\$37,041.23	\$ 41,632.50
LAYTON	4383	4330	4693	4357	4512	24.79%	25.37%	\$140,627.54	\$ 143,927.22
NSL	646	605	710	626	658	3.56%	3.70%	\$20,191.10	\$ 20,975.76
SOUTH WEBER	281	354	341	318	348	1.81%	1.95%	\$10,248.88	\$ 11,086.05
SUNSET	496	539	501	518	520	2.95%	2.92%	\$16,704.87	\$ 16,589.20
SYRACUSE	1419	1164	1379	1292	1272	7.35%	7.15%	\$41,689.54	\$ 40,563.77
WEST BOUNTIFFUL	389	510	421	450	466	2.56%	2.62%	\$14,509.83	\$ 14,850.52
WEST POINT	799	547	595	673	571	3.83%	3.21%	\$21,724.40	\$ 18,216.21
WOODS CROSS	459	480	463	470	472	2.67%	2.65%	\$15,155.43	\$ 15,041.93
Total Calls	17995	17248	18311	17572	17780	100.00%	100.00%	\$567,206.91	\$ 567,206.91
								With HAFB	\$ 573,590.43

HAFB omitted based on Federal reimbursement rate of \$6,383.52 annual. (\$531.93 monthly)

Forecast Total Service Calls for All Cities Wildlife

TOTAL FEES REQUESTED FROM CITIES FOR 2011

2012 Wildlife Rate/Call: \$25.75

City	Acutal Wildlife Calls for Service						% of Total 2011	City Fees Due for Wildlife Calls				
	2006	2007	2008	2009	2010	2011		2008	2009	2010	2011	2012
BOUNTFUL	137	144	184	192	207	304	17.99%	\$3,800.00	\$4,738.00	\$5,195.52	\$5,330.25	\$ 7,828.00
BOYER HILL	6	13	7	2	2	0	0.00%		\$180.25	\$41.23	\$51.50	\$ -
CENTERVILLE	64	58	88	102	88	92	5.44%	\$1,440.00	\$2,266.00	\$2,762.70	\$2,266.00	\$ 2,369.00
CLEARFIELD	87	65	53	93	93	71	4.20%	\$1,200.00	\$1,364.75	\$2,515.29	\$2,394.75	\$ 1,828.25
CLINTON	31	26	31	43	29	12	0.71%	\$840.00	\$798.25	\$1,154.56	\$746.75	\$ 309.00
FARMINGTON	280	269	234	224	275	218	12.90%	\$6,840.00	\$6,025.50	\$6,061.44	\$7,081.25	\$ 5,613.50
FRUIT HEIGHTS	70	79	21	81	95	72	4.26%	\$1,440.00	\$540.75	\$2,185.42	\$2,446.25	\$ 1,854.00
KAYSVILLE	289	263	204	237	286	268	15.86%	\$5,480.00	\$5,253.00	\$6,391.32	\$7,364.50	\$ 6,901.00
LAYTON	574	368	284	499	471	431	25.50%	\$10,360.00	\$7,313.00	\$13,483.62	\$12,128.25	\$ 11,098.25
NSL	38	22	35	35	46	27	1.60%	\$240.00	\$901.25	\$948.39	\$1,184.50	\$ 695.25
SOUTH WEBER	56	35	16	20	52	54	3.20%	\$1,320.00	\$412.00	\$536.05	\$1,339.00	\$ 1,390.50
SUNSET	6	8	3	2	3	0	0.00%	\$160.00	\$77.25	\$41.23	\$77.25	\$ -
SYRACUSE	69	79	46	41	55	54	3.20%	\$1,520.00	\$1,184.50	\$1,113.33	\$1,416.25	\$ 1,390.50
WEST BOUNTIFUL	115	77	89	104	58	39	2.31%	\$3,120.00	\$2,291.75	\$2,803.93	\$1,493.50	\$ 1,004.25
WEST POINT	91	40	28	43	58	33	1.95%	\$1,640.00	\$721.00	\$1,154.56	\$1,493.50	\$ 849.75
WOODS CROSS	32	6	26	29	22	15	0.89%	\$680.00	\$669.50	\$783.45	\$566.50	\$ 386.25
	1945	1552	1349	1747	1840	1690	100.00%	\$40,080.00	\$34,736.75	\$49,182.05	\$47,380.00	\$ 43,517.50

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY AND THE CITY OF FARMINGTON FOR
ANIMAL CONTROL SERVICES**

This Amendment is made and entered into this day by and between DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "County" in this Amendment, and FARMINGTON CITY, a municipal corporation of the State of Utah, which shall be called the "City" in this Amendment.

This Amendment is made and entered into by and between the parties based, in part, upon the following recitals:

A. The parties previously entered into an Inter-local Cooperation Agreement between Davis County and the City of FARMINGTON for Animal Control Services for the Calendar Years 2009 - 2014 ("Agreement") dated March 3, 2009, and which is labeled Davis County Contract No. 2009-58, and by which the County agreed to provide animal services to the City. The term of that agreement is for the five-year period from dated January 1, 2009, to December 31, 2013.

B. Paragraph 5 of the Agreement specified the amount of compensation to be paid by the City to the County for the calendar year 2009 and further provided that the compensation amount shall be reviewed annually and adjusted by a written amendment to the Agreement as may be agreed upon by the County and the City. The County and the City have agreed to the adjusted compensation specified in this Amendment.

Now therefore in consideration of the terms set forth in this Amendment, the parties hereto do hereby agree as follows:

1. Compensation and Costs

Paragraph 5 of the Agreement is amended to read:

A. The City shall pay compensation in the amount of Thirty Six Thousand Three Hundred Eighty Four Dollars and Fifty Seven Cents (\$36,384.57) to the County for all animal care services provided and performed by the County under this Agreement with the express exception of picking up and euthanizing wild nuisance animals, such as raccoons and skunks, trapped by City or City residents which shall be compensated as set forth below in Paragraph B of this section.

(1) The compensation shall be payable in twelve (12) equal monthly installments of Three Thousand Thirty Two Dollars and Five Cents (\$3,032.05) with the first monthly payment due on or before January 1, 2012, and subsequent payments due on or before the 1st day of each month thereafter until paid in full.

(2) The County shall submit monthly invoices to the City for Compensation for its services and reimbursement of any itemized costs incurred by the County and approved in writing by the City under this Agreement. The city shall render payment for such approved invoices within thirty (30) days after receipt of each such invoice or the resolution of any question or dispute regarding an invoice.

(3) The compensation amount shall be reviewed annually adjusted by a written amendment to this Agreement as may be agreed upon by the City and County.

B. The City shall pay County annual compensation in the amount of Five Thousand Six Hundred Thirteen Dollars and Fifty Cents (\$5,613.50) for nuisance pick up and/or euthanization by the County within the confines of the City under Paragraph 1. C. of this

Agreement.

(1) Annual costs/fees for this service may change from year to year based on the level of nuisance animal service provided to City by County during the last year and notice of said changes will be provided to City prior to the renewal time of this Agreement.

(2) The County shall submit quarterly invoices to the City for One Quarter (25%) of the annual fee established under this Agreement for the pick-up and euthanization of wild nuisance animals.

(3) The City shall render payment within thirty (30) days after receipt of each such invoice.

2. Continuing Effect of Contract for Services

Except to the extent specifically modified by this Amendment, the terms and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate, each of which shall be deemed an original.

Dated this __ day of _____, 2012.

DAVIS COUNTY

By:

P. Brett Millburn, Chairperson
Davis County Board of County Commissioners
Date: _____, 2012

ATTEST:

Steve S. Rawlings
Davis County Clerk/Auditor

CITY OF _____

By: _____
Mayor

Date: _____, 2012

ATTEST:

City Recorder

Attorney Review

The undersigned, being the authorized attorney for City of _____, reviewed this Inter-local Cooperation Agreement and found it to be in proper form and compliance with applicable law.

City Attorney

Attorney Review

The undersigned, being the authorized attorney for Davis County, reviewed this Inter-local Cooperation Agreement and found it to be in proper form and compliance with applicable law.

Deputy Davis County Attorney

Farmington Police Department

286 SOUTH 200 EAST • FARMINGTON, UTAH 84025

WAYNE D. HANSEN
CHIEF OF POLICE

TEL (801) 451-2842
FAX (801) 451-7865

City Council Staff Report

To: Honorable Mayor and City Council
From: Wayne Hansen, Police Chief
Date: January 25, 2012
SUBJECT: Approval of tuition reimbursement for Officer Brandon Erickson

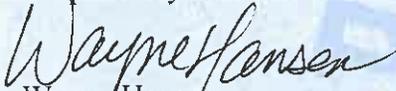
RECOMMENDATIONS

By summary action approve tuition reimbursement for Officer Brandon Erickson as specified in city policy 9.120.

BACKGROUND

I recently received a request from Officer Brandon Erickson for participation in the tuition reimbursement program as set forth in city policy 9.120. Brandon intends to pursue a Bachelor degree in Emergency and Disaster Management from American Military University. In reviewing his request and the attached documentation I feel that this training and education would be a benefit to the city and a worthwhile investment in Brandon as an employee. I have attached Brandon's letter and a course outline to this report.

Respectfully Submitted


Wayne Hansen
Police Chief

Review and Concur


Dave Millheim
City Manager

Chief Wayne Hansen,

3 January 2012

Mayor Scott Harbertson and Farmington City Council Members,

City Manager Dave Millheim;

This letter is serving as my application and notice to participate in the Education Assistance Program offered to city employees. In accordance with Farmington Cities Personnel Policies and Procedures section 9.120, I understand that to be included in this program I must sign a commitment to one year of employment upon completion of course work, and the course of study must be equally advantageous to the city and the employee.

I am seeking a Bachelor's Degree in Emergency and Disaster Management from AMU (American Military University, which is an accredited University). I feel the knowledge gained in this area of study will benefit the city and the surrounding communities, while at the same time giving myself better career advancement opportunities within the Farmington City Police Department.

I also understand that the courses must be approved by my Department Head, City Manager and the City Council; I am including a program outline which details the courses I will be participating in and seeking financial assistance with.

Because this University is for working professional adults, it is mostly online, so I do not anticipate any conflicts with my already irregular work schedule or duties as a Police Officer.

Thank you for your time and consideration in this matter,

Brandon D. Erickson

A handwritten signature in black ink, appearing to read 'Brandon D. Erickson', with a long horizontal line extending to the right.



American Public University System - Official Student Agreement

American Military University

Student : Brandon Erickson

Social Security : xxx-xx-5556

Date : Saturday, December 31, 2011

Academic Planning

Program Level	Bachelors
Program Name	Emergency and Disaster Management (BA)
Concentration	None
Minor	None
Certificate	None

Academic Planning - Program Requirements

Institutional Requirements

0/3

Must take the following in this Section:

COLL100 - Foundations of Online Learning 0/3

General Education

0/34

Must take the following in this Section:

Must take the following in this Section:

English (6 Credit Hours) 06

Must take all Courses

ENGL101 - Proficiency in Writing 0/3

Humanities (3 Credit Hours) 03

History (6 Credit Hours) 06

Literature (3 Credit Hours) 03

Mathematics (3 Credit Hours) 03

Political Science (3 Credit Hours) 03

Science (4 Credit Hours) 04

Social Science (6 Credit Hours) 06

Core Requirements

0/31

Must take the following in this Section:

COLL300 - Research, Analysis, and Writing 0/3

EDMG220 - Emergency Planning 0/3

EDMG230 - Emergency and Disaster Incident Command 0/3

EDMG320 - Natural Disaster Management 0/3

EDMG340 - Consequence Management 0/3

HLSS301 - Homeland Security Organization 0/3

PBHE413 - Special Operations in Emergency Medical Services 0/3

POLS410 - Public Policy 0/3

PSYC431 - Psychology of Disaster 0/3

SCIN137 - Introduction to Meteorology with Lab 0/4

Major Requirements

0/12

Select 12 Credit Hours in this Section:

EDMG240 - Chemistry of Hazardous Materials 0/3

EDMG259 - Hazard Mitigation and Preparedness 0/3

EDMG321 - Social Media Application to Emergency and Disaster Management 0/3

EDMG420 - Risk Communications 0/3

HLSS211 - Emergency Response to Terrorism 0/3

HLSS212 - Chemical, Biological, and Radiological Hazards 0/3

HLSS215 - Regulatory Issues in Weapons of Mass Destruction 0/3

- HLSS230 - Chemistry of Explosives 0/3
- HLSS231 - History of Explosive Ordnance Disposal 0/3
- HLSS232 - Electronics, Electricity, and Explosives 0/3
- HLSS233 - Explosive Incident Assessment: Methods, Practices, Protocols 0/3
- HLSS234 - Organization for Explosive Ordnance Disposal 0/3
- HLSS311 - Border and Coastal Security 0/3
- HLSS312 - Port Security 0/3
- PBHE426 - Quarantine 0/3
- TLMT381 - Hazardous Materials Management 0/3

Final Program Requirement

0/3

Must take the following in this Section:

- EDMG498 - Senior Seminar in Emergency & Disaster Mgmt. 0/3

General Electives

0/39

Choose elective courses through the link below as long as you still have elective hours remaining.
 Select 39 Hours of 100 - 499 level course per program electives note posted above.

Current GPA 0.0000	Program Deadline Date Not Available	Total Semester Hours Fulfilled 0/122
--------------------	-------------------------------------	--------------------------------------



Lyn Geer - VP, University Registrar

9.120 Education Assistance.

(a) Education Assistance Program. The City recognizes the importance of educational growth of eligible employees in advancing their technical and managerial skills. Through the Educational Assistance Program the City may provide assistance to an employee who undertakes a course of study which leads to a graduate or undergraduate degree and which is mutually advantageous to the City and the employee. In some cases irregular work schedules may be considered as a means of accommodating class schedules.

(b) Reimbursement. For courses approved by the department head, City Manager and the City Council, and completed with a grade "C" or higher, the City will reimburse employees an amount equal to one-half ($\frac{1}{2}$) the tuition and required fees for employees accepted for participation in an accredited program. Application for educational assistance shall not normally be approved for reimbursement of courses taken in excess of six (6) hours per semester or quarter and shall not exceed an annual maximum per employee of \$1,500.00.

(c) Written Agreement. Those accepted under this program are required to sign a statement committing themselves to one (1) year of employment with Farmington City upon completion of the course work. If the employees are terminated (voluntarily or involuntarily, except reduction in force), they will be required to refund to the City any moneys received under the program during the preceding one (1) year period. The closing date of the quarter or semester will be the date used to determine the parameters of such period.

(d) Other Training. Specific training workshops and courses that benefit the City entirely may be paid for by the City. Training is approved annually by the City Council during the budget approval process.

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: January 23, 2012

SUBJECT: **AGREEMENT WITH LDS CHURCH FOR STORM DRAINAGE
LOCATED AT 549 SOUTH 1525 WEST, FARMINGTON**

RECOMMENDATION

By minute motion, authorize the Mayor to execute the attached agreement with the LDS Church which grants a permanent certificate of occupancy, storm drainage liability and escrows for a church located at 549 South 1525 West.

BACKGROUND

When this church was constructed a few years ago there was a major miscommunication regarding the handling of on site storm water. Since the church was almost completed before the problem was discovered, a decision was made at the time with consent of all parties to grant the Church a Temporary Certificate of Occupancy (TCO) while the storm drainage problem was addressed. From numerous discussions with the Contractor, Church officials, legal counsel and City staff it has been very difficult to assert accurate responsibility for the mistake. Staff believes after careful review that responsibility for the communication mistake should be shared between the LDS Church and the City. To that end, this agreement provides the guidelines wherein this project can be closed out and future problems addressed should they occur. We have had one of the wettest seasons on record this past year. While the existing and very large storm drain culvert is not the optimal long term solution, it demonstrated this past season the ability to handle the runoff as basically an underground sump. When neighboring parcels develop this culvert will tie into those system improvements and the potential liability issues associated with this agreement will cease to exist.

Respectfully Submitted

Dave Millheim
City Manager

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of January, 2012, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and the **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole, hereinafter referred to as "CPB."

RECITALS:

WHEREAS, CPB has received land use approvals from the City for the construction of a church located in Farmington City at 549 South 1525 West; and

WHEREAS, following the grant of land use approvals a church building was constructed on CPB's property which building has received a temporary certificate of occupancy; and

WHEREAS, the certificate of occupancy was issued as temporary because of concerns regarding storm drainage facilities and easements; and

WHEREAS, during the winter, spring and fall of 2011 Farmington City and the Wasatch Front in general experienced historic precipitation totals and rainfall events and no flooding has occurred on the CPB property and the parties are not aware of flooding on other properties in the vicinity of the CPB property; and

WHEREAS, CPB desires to receive a permanent certificate of occupancy for its use of the church building and the parties have determined that the installed facilities are adequate to deal with storm drainage flows; and

WHEREAS, the City is willing to grant a permanent certificate of occupancy, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

2. **Issuance of Permanent Certificate of Occupancy.** The City hereby agrees, upon execution of this Agreement to issue to CPB a permanent certificate of occupancy for the church building located at 549 South 1525 West in Farmington City.

3. **Storm Drainage Culvert.** Pursuant to the requirements of the City's Land Use approvals, CPB has installed a storm drainage culvert and 48 inch pipe running along the 1525 West right-of-way in front of the CPB property, which existing pipe currently has no outlet for storm drainage waters. For well over a year, during a very wet year, the existing pipe has demonstrated sufficient capacity to retain the necessary volume of storm water flowing off of the

CPB property and the City, as an exception to its established standards has approved use of the pipe as constructed for underground retention of the storm water flows from the CPB property.

4. **Waiver and Hold Harmless.** The Parties hereby agrees to waive as against the other party, its elected officials, officers, employees, successors and assigns, and to hold the other party harmless from, but only for the duration from the date hereof until such time as the City or developer constructs additional storm drainage improvements relative to or modifies existing storm drainage improvements as referenced in paragraph 5 below, claims of the other party and damages incurred by the other party, whether known or unknown, relating to any flooding that may occur from storm drainage flowing from the CPB property.

5. **Escrow Deposit and Upsized Storm Drainage Piping.** In accordance with City ordinances, and at the time CPB received a building permit for the church building, CPB deposited with the City certain funds as a deposit to ensure the construction of all necessary public improvements to support and serve the church building and other properties affected by its construction. The City is currently holding on deposit a surety bond in the amount of \$75,772.70 which is being held to ensure workman-like and proper construction of appropriate storm drainage facilities. The parties hereby agree that such letter of credit in the total amount of \$75,772.70 shall be immediately released to CPB in full. In addition, at the time CPB received a building permit, CPB was required by the City to upsize its storm drainage piping from the standard 12” pipe to a 48” pipe, at an additional cost of \$67,541.76 over and above the costs otherwise necessary for CPB’s needs, as well as CPB was required to pay to the City funds in the amount of \$16,581.88 as a one-time storm drainage impact fee/payment, all toward the City’s construction of storm drainage systems and facilities relative to storm water drainage The City shall immediately reimburse CPB the \$16,581.88 in Impact Fees paid by CPB.

In addition, the City hereby agrees to reimburse Developer in the amount of \$50,959.88 (the “Reimbursement Amount”), consisting of the referenced additional cost of \$67,541.76 minus an impact fee assessment of \$16,581.88, for the installation for the Storm Drainage Improvements as follows:

(a) Pursuant to City ordinance and as permitted by law, the City shall assess and collect a storm drainage impact fee on all development activities within the impact fee service area of which the Project is a Part. The amount of the impact fees shall be determined by the City in accordance with the requirements of the Utah Impact Fees Act. In the event any law or court decision hereafter prohibits, limits, or eliminates impact fees, the City shall not be obligated to assess or collect impact fees other than those authorized by the then existing law and/or any applicable court decisions. Subject to the foregoing, the City hereby agrees:

(b) **Storm Drainage Improvements.** The City shall quarterly remit to the Developer fifty percent (50%) of the storm drainage impact fees collected in the preceding quarter by the City within the applicable service area, up to the Reimbursement Amount. All amounts actually paid to the Developer by the City pursuant to the foregoing sentence shall reduce the amount owed to Developer on a dollar for dollar basis. Reimbursement payments shall continue quarterly until the Reimbursement Amount has been paid, in full, or until the reimbursement obligation of the City is satisfied pursuant to subparagraph (d), below.

(c) **Other Reimbursement Obligations.** In the event the City is obligated to make other expenditures for system improvements or reimbursements of impact fees collected, fifty percent (50%) of the impact fees collected in the preceding quarter, net of direct costs of

collection, shall be divided by the City among the outstanding system improvement agreements in proportion to the original amounts due.

(d) In the event full reimbursement of the Reimbursement Amount has not been made by that date which is seven (7) years from the date of Developer's payment of storm drainage impact fees to the City, the City shall make a final payment to Developer in the amount necessary to fully reimburse Developer for the total Reimbursement Amount.

The City shall not be obligated to pay interest to the Developer on amounts reimbursed from or credited against impact fees. Developer hereby agrees to accept the above-referenced impact fees actually collected by the City and/or credited to the Developer as provided herein as full and final reimbursement and satisfaction of all sums due to Developer from the City pursuant to this Agreement.

6. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and no prior representations, warranties or promises pertaining to the subject matter hereof which are not contained herein shall not be of any force or effect.

7. **Governing Law and Venue.** This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement shall be with the Second District Court of Davis County, State of Utah.

8. **Headings and Captions.** The headings and captions relating to the separate paragraphs of this Agreement are for convenience only and shall not be interpreted or deemed to be substantive or binding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

CITY
FARMINGTON CITY

ATTEST

City Recorder

By: _____
Scott C. Harbertson, Mayor

CPB
CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

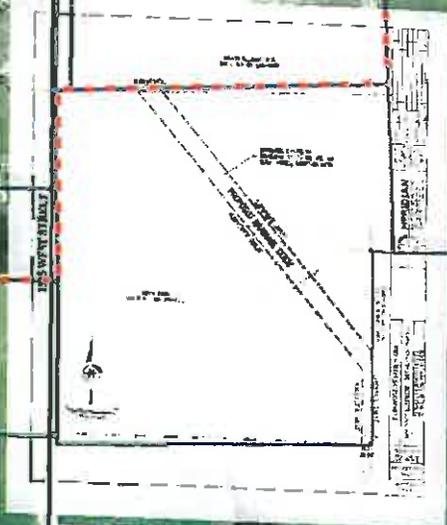
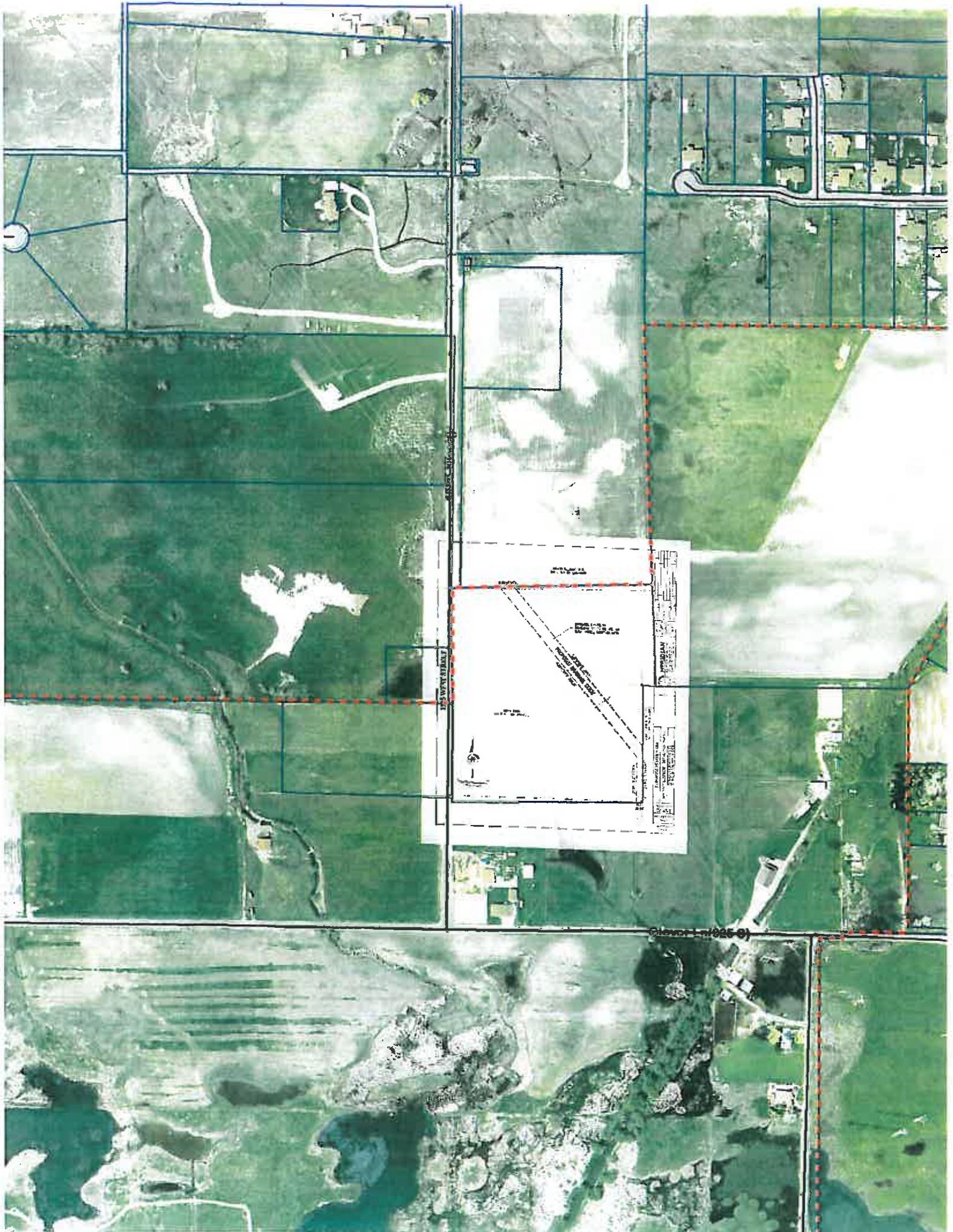
On the ____ day of _____, 2012 personally appeared before me Scott Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott Harbertson acknowledged to me that the City executed the same.

Notary Public

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2012 personally appeared before me, a Notary Public, _____, the _____ of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole.

Notary Public



Sheet 1 of 2 (025 0)



CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2012

**S U B J E C T: Vacation Order for a Portion of Parcel E of the Village at Old Farm
PUD Phase 3**

ACTION TO BE CONSIDERED:

See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: February 7, 2012

SUBJECT: APPROVAL OF A VACATION ORDER FOR A PORTION OF PARCEL E OF THE VILLAGE AT OLD FARM PUD PHASE 3

RECOMMENDATION

Approve the attached Ordinance and Vacation Order vacating the portion of Parcel E, attached herein as Exhibit "A", of the Village at Old Farm PUD Phase 3 subdivision plat, to be recorded with the Village at Old Farm PUD Phase 1 Amended Plat, and subject to the findings established previously by the Planning Commission on September 15, 2011 as set forth in the attached supplemental information.

BACKGROUND

The applicant, James O. Mason, has previously come before City Council on October 18, 2011 to consolidate parcels that were the entire Village at Old Farm PUD Phase 1 with a portion of parcel E, The Village at Old Farm PUD Phase 3 and amend the Phase 1 Plat. The City Council voted to approve the amended plat along with the vacation order for the old Phase 1, but staff made the error in not including another vacation order for the portion of Parcel E in Phase 3 at that time. The portion of Parcel E from Phase 3, that Mr. Mason owns, must be vacated in order to include it on the Phase 1 Amended Plat. The applicant, who is also the sole property owner of all aforementioned parcels, is petitioning the City Council to approve the above request.

Respectfully Submitted


Christy J. Alexander
Associate City Planner

Review & Concur


Dave Millheim
City Manager

ORDINANCE NO. 2012 -

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AN ORDER VACATING THE PORTION OF PARCEL E, ATTACHED HEREIN AS EXHIBIT "A", OF THE VILLAGE AT OLD FARM PUD PHASE 3 SUBDIVISION AND DIRECTING THAT THE SAME BE RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE.

WHEREAS, the City has previously received a petition from James O. Mason, fee owner, as shown on the last Davis County assessment rolls, of Parcel E within the Village at Old Farm PUD Phase 3 Subdivision to have the portion of Parcel E, attached herein as Exhibit "A", of such subdivision vacated in order to provide for the recording of a minor two-lot subdivision plat to be known as "Village at Old Farm PUD Phase 1 Amended"; and

WHEREAS, the petition was signed by all owners of record of property within the portion of Parcel E within the Village at Old Farm PUD Phase 3 Subdivision and a public hearing regarding the petition not necessary in this instance; and

WHEREAS, the City Council is satisfied that neither the public nor any person will be materially injured by the proposed vacation of the portion of Parcel E attached herein as Exhibit "A" of the Village at Old Farm PUD Phase 3 Subdivision; and

WHEREAS, the City Council desires to approve the vacation of the portion of Parcel E, attached herein as Exhibit "A", of the Village at Old Farm PUD Phase 3 Subdivision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH:

Section 1. Vacation and Amendment. The City Council hereby finds that neither the public nor any person will be materially injured by the proposed vacation of the portion of Parcel E, attached herein as Exhibit "A", of the Village at Old Farm PUD Phase 3 Subdivision and hereby authorizes the Mayor to enter into a Vacation Order vacating and amending the same.

Section 2. Recording. The Mayor is further directed to cause the Vacation Order to be recorded in the office of the Davis County Recorder's Office in accordance with Utah Code Ann. § 10-9-810(c), as amended.

Section 3. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all provisions, clauses and words of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 7th day of February, 2012.

FARMINGTON CITY

By: _____
Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd, City Recorder

VACATION AND AMENDMENT ORDER NO. 2012 -

A petition having been submitted in writing by fee owner, as shown on the last Davis County assessment rolls, of the portion of Parcel E, attached herein as Exhibit "A", of the Village at Old Farm PUD Phase 3 Subdivision, located in Farmington City, Davis County, Utah, as shown on the recorded plat of Village at Old Farm PUD Phase 3 Subdivision.

The City Council of Farmington City, Utah, hereby finds and determines that neither the public nor any person will be materially injured by the vacation of all of the portion of Parcel E, attached herein as Exhibit "A", of the Village at Old Farm PUD Phase 3 Subdivision and that there is good cause for vacating the same.

NOW, THEREFORE, IT IS HEREBY ORDERED that the portion of Parcel E, attached herein as Exhibit "A", of the Village at Old Farm PUD Phase 3 Subdivision previously filed in the office of the Davis County Recorder, State of Utah, on the 30th day of November, 2009, in Book "4910" of the official records, Page 2701, Entry No. 2496613 be and the same are hereby vacated pursuant to law to allow for the creation of a subdivision plat for the property to be recorded hereafter creating Village at Old Farm PUD Phase 1 Amended Subdivision.

APPROVED AND ORDERED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, ON THIS 7th day of FEBRUARY, 2012.

FARMINGTON CITY

By: _____
Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd, City Recorder

Exhibit A

Legal Description of the Property

A portion of Parcel E, The Village at Old Farm P.U.D. – Phase 3, according to the official plat thereof, recorded November 30, 2009, as Entry No. 2496613 in Book 4910 at Page 2701 in the Davis County Recorder's Office, which portion is described as follows:

Beginning at the Southeast Corner of The Village at Old Farm P.U.D. – Phase 3, and running thence North 89°36'05" West 26.20 feet along the south line of The Village at Old Farm P.U.D. – Phase 3; thence North 06°09'12" East 118.58 feet to the north line of The Village at Old Farm P.U.D. – Phase 3; thence South 83°00'56" East 1.81 feet along the north line of The Village at Old Farm P.U.D. – Phase 3; thence South 88°21'56" East 11.70 feet along the north line to the Northeast Corner of The Village at Old Farm P.U.D. – Phase 3; thence South 117.53 feet along the east line to the Southeast Corner of The Village at Old Farm P.U.D. – Phase 3, being the point of beginning.

Contains 2,338 square feet (0.054 acres).

[For Reference Only: a portion of Davis County Tax Parcel Serial No. 08-463-0374]

Deed Index

Land Serial Number: 08-463-0376

Effective Date: 04/20/2010 Exempt: NO

Tax Year: 2012

Tax District: 24 FARMINGTON ABHL

Tax Name: MASON RENTAL PROPERTIES LLC

Tax Address 1: 474 QUAIL RUN RD

Tax Address 2:

Tax Address 3:

Tax City, State, Zip: FARMINGTON, UT 84025-

land

The Village at Old Farm plat "A" sub

Legal Description

A PORTION OF PARCEL E, THE VILLAGE AT OLD FARM PUD - PHASE 3, WH PORTION IS DESC AS FOLLOWS: BEG AT THE SE COR OF THE VILLAGE AT OLD FARM PUD - PHASE 3, & RUN TH N 89°36'05" W 26.20 FT ALG THE S LINE OF THE VILLAGE AT OLD FARM PUD - PHASE 3; TH N 06°09'12" E 118.58 FT TO THE N LINE OF THE VILLAGE AT OLD FARM PUD - PHASE 3, TH S 83°00'56" E 1.81 FT ALG THE N LINE OF THE VILLAGE AT OLD FARM PUD - PHASE 3; TH S 88°21'56" E 11.70 FT ALG THE N LINE TO THE NE COR OF THE VILLAGE AT OLD FARM PUD - PHASE 3; TH S 117.53 FT ALG THE E LINE TO THE SE COR OF THE VILLAGE AT OLD FARM PUD - PHASE 3. BEING THE POB CONT. 0.054 ACRES

Owner Names

Mason Rental Properties Llc

Location

VILLAGE AT OLD FARM PUD - PHASE 3, THE Lot/Unit: PT PARCEL E (COMMON AREA)

Deed Reference

2330003 2523826 * 2627389 *

Other References

2500086	AMD DECL		2498593	AMD DECL
2496613	PLAT	VILLAGE AT OLD FARM PUD PH 3, THE	2496610	VACATE
2494023	PLAT	VILLAGE AT OLD FARM PUD PH 2, THE		

Parent Numbers

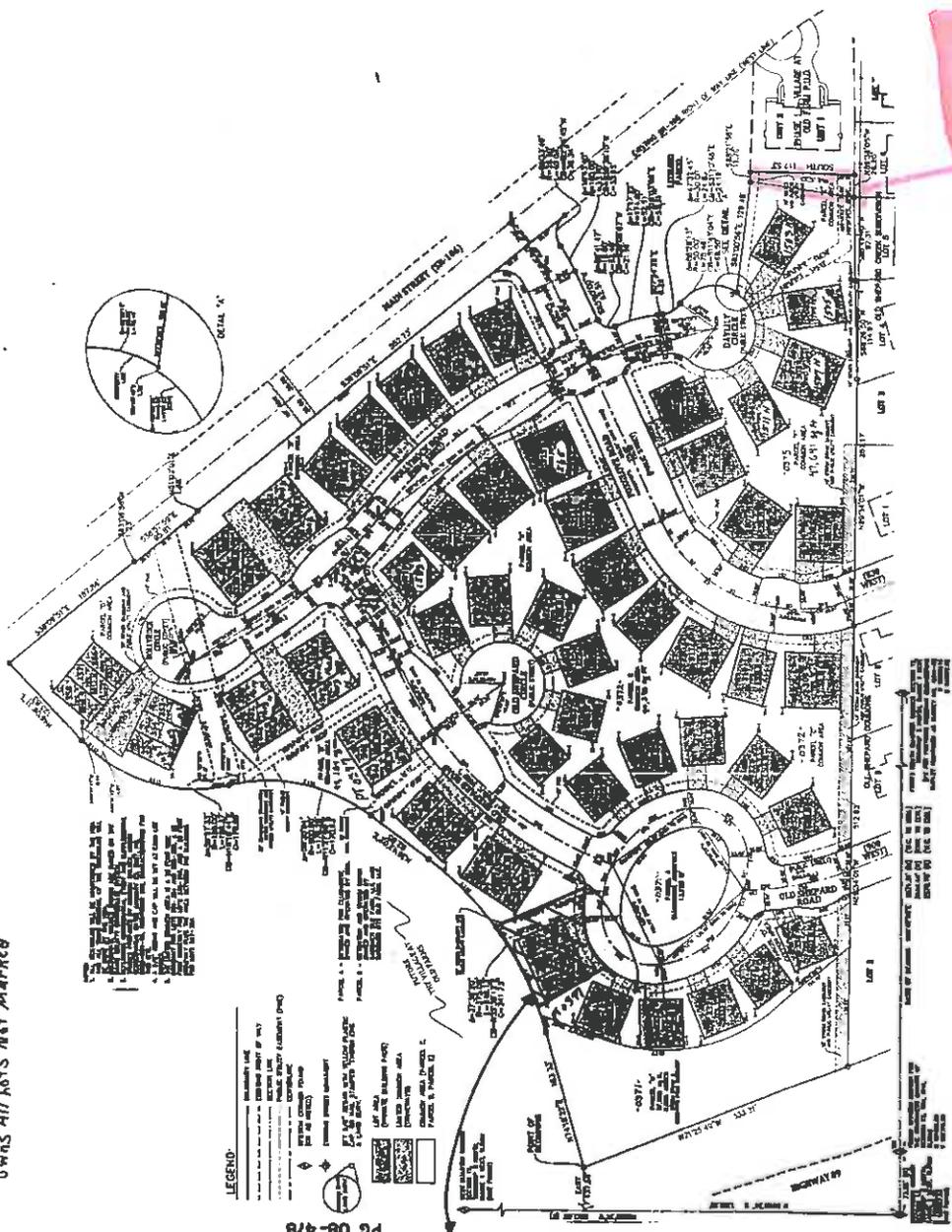
08-463-0374

**THE VILLAGE AT OLD FARM P.U.D. - PHASE 3
 AMENDING THE VILLAGE AT OLD FARM P.U.D. PHASE 2**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12
 TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
 FARMINGTON CITY, DAVIS COUNTY, UTAH

Gardner BTS Old Farm LLC
 owns All lots Not Marked

VACATED ENTRY 2577113 SEE THE VILLAGE AT OLD FARM PUD PH3 FIRST AMENDED
 PG 08-478



SEE PG. 2 FOR NAMES AND ADDRESS

PREFIX #
 08-463
 03771
 LAST #
 PG. 1 OF 2



SCALE:
 1" = 100'

DEVELOPMENT: THE VILLAGE AT OLD FARM PUD - PH. 3
 UNITS: 301 THRU 369
 CITY: FARMINGTON
 PARCELS A THRU E

SW 1/4 SEC. 12 • T. 3N. R. 1W
 S.L.M. DAVIS COUNTY, UTAH
 FILE # 4976
 R 11-30-09

08 463 1042

ORDINANCE NO. 2011 - 21

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AN ORDER VACATING ALL OF LOT 1 OF VILLAGE AT OLD FARM PUD PHASE 1 SUBDIVISION AND DIRECTING THAT THE SAME BE RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE.

WHEREAS, the City has previously received a petition from James O. Mason, fee owner, as shown on the last Davis County assessment rolls, of Lot 1 within the Village at Old Farm PUD Phase 1 Subdivision to have all of Lot 1 of such subdivision vacated in order to provide for the recording of a minor two-lot subdivision plat to be known as "Village at Old Farm PUD Phase 1 Amended"; and

WHEREAS, the petition was signed by all owners of record of property within the Village at Old Farm PUD Phase 1 Subdivision and a public hearing regarding the petition not necessary in this instance; and

WHEREAS, the City Council is satisfied that neither the public nor any person will be materially injured by the proposed vacation of all of Lot 1 of the Village at Old Farm PUD Phase 1 Subdivision; and

WHEREAS, the City Council desires to approve the vacation of all of Lot 1 of the Village at Old Farm PUD Phase 1 Subdivision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH:

Section 1. Vacation and Amendment. The City Council hereby finds that neither the public nor any person will be materially injured by the proposed vacation of Lot 1 of the Village at Old Farm PUD Phase 1 Subdivision and hereby authorizes the Mayor to enter into a Vacation Order vacating and amending the same.

Section 2. Recording. The Mayor is further directed to cause the Vacation Order to be recorded in the office of the Davis County Recorder's Office in accordance with Utah Code Ann. § 10-9-810(c), as amended.

Section 3. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all provisions, clauses and words of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 18th day of October, 2011.

FARMINGTON CITY

By: Scott C. Harbertson
Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd
Holly Gadd, City Recorder



VACATION AND AMENDMENT ORDER NO. 2011 -

A petition having been submitted in writing by fee owner, as shown on the last Davis County assessment rolls, of Lot 1 within the Village at Old Farm PUD Phase 1 Subdivision, located in Farmington City, Davis County, Utah, as shown on the recorded plat of Village at Old Farm PUD Phase 1 Subdivision.

The City Council of Farmington City, Utah, hereby finds and determines that neither the public nor any person will be materially injured by the vacation of all of Lot 1 of the Village at Old Farm PUD Phase 1 Subdivision and that there is good cause for vacating the same.

NOW, THEREFORE, IT IS HEREBY ORDERED that Lot 1 of the Village at Old Farm PUD Phase 1 Subdivision previously filed in the office of the Davis County Recorder, State of Utah, on the 31st day of December, 2007, in Book "553" of the official records, Page 4439, Entry No. 2331134 be and the same are hereby vacated pursuant to law to allow for the creation of a subdivision plat for the property to be recorded hereafter creating Village at Old Farm PUD Phase 1 Amended Subdivision.

APPROVED AND ORDERED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, ON THIS 18th day of OCTOBER, 2011.

FARMINGTON CITY

By: _____

Scott C. Harbertson
Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd
Holly Gadd, City Recorder



**FARMINGTON CITY
CERTIFICATE OF POSTING**

I, the duly appointed and acting Recorder for the City of Farmington, Utah, hereby certify that copies of the Ordinance 2011-21 were posted at three public places within the municipality this 27th day of October, 2011, which public places are:

1. Farmington City Municipal Building, 160 South Main, Farmington, Utah.
2. Davis County Courthouse, State and Main, Farmington, Utah.
3. Farmington City Public Works/Recreation Building, 720 West 100 North, Farmington, Utah.

DATED this 27th day of October, 2011.

FARMINGTON CITY

By: _____

Holly Gadd
Holly Gadd
City Recorder

~~CERTIFICATE OF MAILING~~



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: October 10, 2011

SUBJECT: APPROVAL OF A PLAT AMENDMENT FOR VILLAGE AT OLD FARM
PUD PHASE 1

RECOMMENDATION

Approve the attached Ordinance and Vacation Order vacating all of the Village at Old Farm PUD Phase 1 subdivision plat, and thereafter approve the Village at Old Farm PUD Phase 1 Amended plat(2 lots), located at 1499 & 1503 North Main Street, to be recorded in the place thereof, subject to the findings established previously by the Planning Commission on September 15, 2011 as set forth in the attached supplemental information and the property owner providing a reciprocal access easement for both lots.

BACKGROUND

The applicant, James O. Mason, wishes to consolidate parcels that were the entire Village at Old Farm PUD Phase 1 with a portion of parcel E, The Village at Old Farm PUD Phase 3. The existing Phase 1 contained two rental lots which each contained .1 acres and a common area containing .259 acres. Parcel E of Phase 3 contains .054 acres. As shown on the attached proposed plat, the property will be divided in two and have a common driveway with a shared access easement placed on the driveway. The applicant, who is also the sole property owner of all aforementioned parcels, is petitioning the City Council to approve the above request.

Respectfully Submitted

Christy J. Alexander
Associate City Planner

Review & Concur

Dave Millheim
City Manager



Planning Commission Staff Report
September 15, 2011

Item 3: Village at Old Farm PUD Phase 1 Plat Amendment

Public Hearing: No
Application No.: S-11-11
Property Address: 1499 & 1503 North Main Street
General Plan Designation: NMU/LDR (Neighborhood Mixed Use/Low Density Residential)
Zoning Designation: NMU (Neighborhood Mixed Use)
Area: .513 acres
Number of Lots: 2
Property Owner: James O. Mason
Agent: n/a

Request: *Recommendation to amend the Village at Old Farm PUD Phase 1 Subdivision Plat by combining parcels that were the entire Village at Old Farm PUD Phase 1 with a portion of parcel E in the Village at Old Farm PUD Phase 3.*

Background Information

The applicant wishes to consolidate parcels that were the entire Village at Old Farm PUD Phase 1 with a portion of parcel E, The Village at Old Farm PUD Phase 3. The existing Phase 1 contained two rental lots which each contained .1 acres and a common area containing .259 acres. Parcel E of Phase 3 contains .054 acres. As shown on the attached proposed plat, the property will be divided in two and have a common driveway with a shared access easement placed on the driveway. The applicant/property owner is petitioning the City to approve the above request. Plat amendments follow a different approval track than the conventional subdivision approval process.

Suggested Motion:

Move that the Planning Commission recommend that the City Council amend Phase 1 of the Village at Old Farm PUD Subdivision as requested.

Findings for Approval:

1. Elimination of a common area, by dividing the property in two, will remove conflicts and access issues in the rear of the homes.
2. The new plan provides greater ease in the sale and ownership of both lots.

Supplementary Information

1. Vicinity Map
2. Existing Village at Old Farm PUD Phase 1 & 3 Plats.
3. Proposed Village at Old Farm PUD Phase 1 Plat.

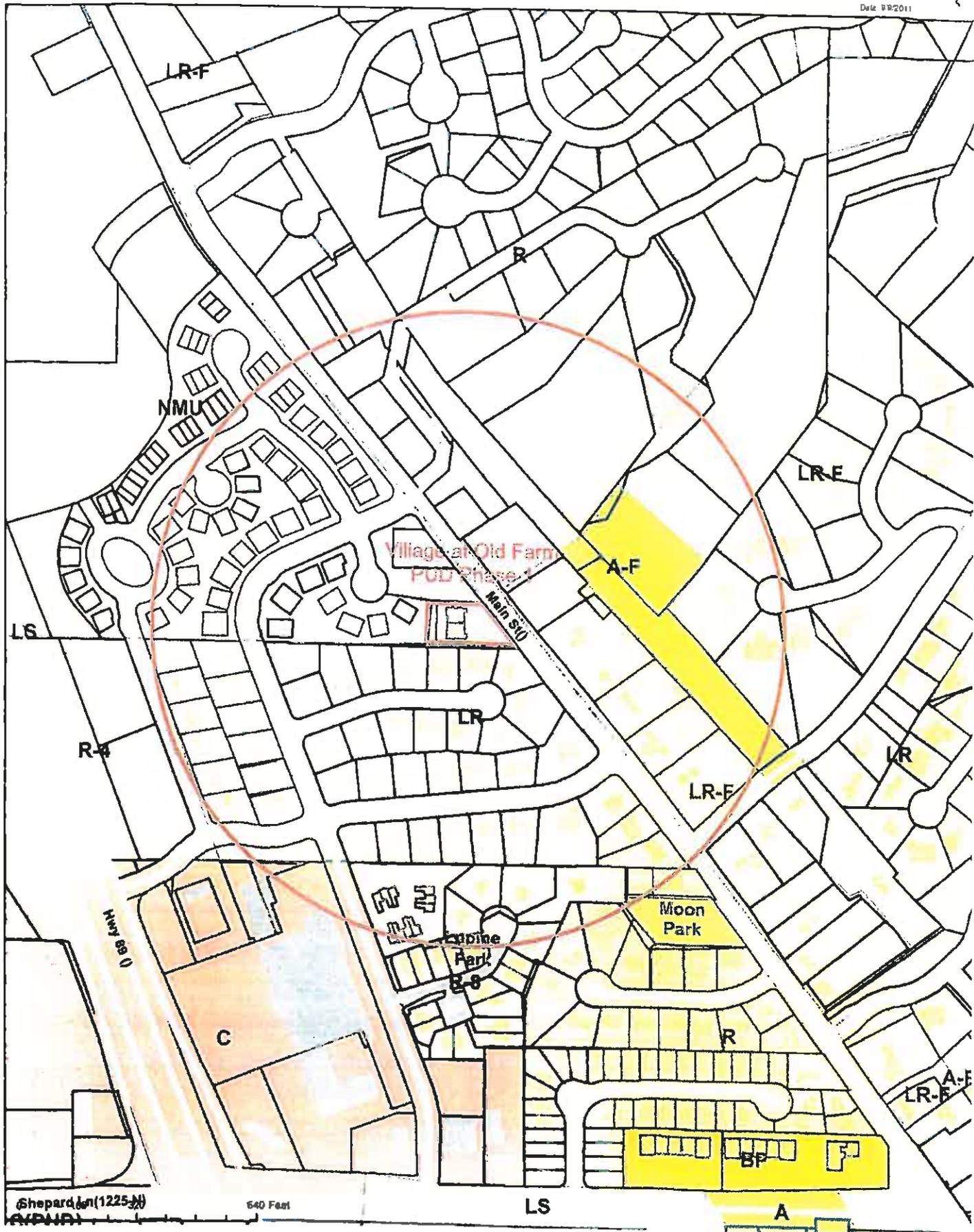


Vicinity Map

S-11-11



Date: 03/2011



CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2012

SUBJECT: City Manager Report

1. Upcoming Agenda Items
2. Audit Follow-up
3. Monthly Police and Fire Department Reports
4. Fire Break Road and Future Water Tank

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

February 21, 2012 – Staff Reports Due: February 10th

Work Session: Discussion regarding Spring Clean-up

Action Items:

- Approval of Minutes of Previous Meetings
- Miller Meadows Phase IV Final Plat
- HHI Trail Easement
- CenterCal Road Exchange Agreement for Portions of Park Lane

Summary Action Items:

- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Disbursement Lists

Discussion Items:

- Computer for Historic Preservation Committee

Farmington Police Department

286 SOUTH 200 EAST • FARMINGTON, UTAH 84025

WAYNE D. HANSEN
CHIEF OF POLICE

TEL (801) 451-2842
FAX (801) 451-7865

FARMINGTON POLICE JANUARY 2012 STATISTICAL SUMMARY

Total case reports 122

Total reports

Officer	39
Crime	72
Accident	16

Total citations 151

Traffic citations	130
Other citations	21

Total activities 2646

This includes all activity involving officers. (Security checks, suspicious circumstances, citizen assists etc.)

Investigations (Active cases) 29

Investigative reports generated	39
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Farmington City Fire Department



Monthly Activity Report

January 2012



Emergency Services

Fire Related / Engine Response Calls: **22**
All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, EMS Support, etc...

Ambulance Related Calls: **37 / Transported 16 (43%)**
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc...

Calls Missed / Unable to adequately staff: **3**

Urgent EMS Related Response Times (AVG): **4.5 Minutes**

Urgent Fire Related Response Times (AVG): **9.3 Minutes**

FIRE / EMS Operational Staffing Hours (based on 28-day pay period from Dec 13, 2011 – Jan 27, 2012)

Basic Staffing: **Actual 1386 / Budgeted 1424 / Variance -38**
1 F/T Captain @ 40 hours per week, and 2 staffed positions 24 hours per day (Part-Time Personnel).

Additional Staffing: **FIRE 52 / EMS 69 / TOTAL = 121**
Additional hours accrued by P/T personnel to support operational activities such as Call-Backs, Engine Responses, etc.

Administrative Staffing: **139**
1 F/T Salary Fire Chief @ 40 hours per week, 1 P/T Secretary @ 20 hours per week, and 1 P/T Fire Marshal @ flexible hours not to exceed 15 hours per week avg.

Total Operational & Administrative Staffing Hours: **1646 Hours**

Contracted Hours: **44.5**
Legacy Center Standby, Forest Service Standby, etc.

Monthly Revenues & Grant Activity

Ambulance:
Ambulance Services Billed (previous month): \$22,256.89
Ambulance Billing Collected (previous month): \$16,414.70
Difference: -\$5,842.19

Grants:
Grants Applied For: \$16,000 State EMS & Pipeline Grants
Grants Received: \$74,445 Surplus 5-Ton Truck

Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours

Drill #1 – Officers Monthly Meeting & Training:	15	
Drill #2 – Self Contained Breathing Apparatus:	52	Avg. Wednesday Night Drill Attendance
Drill #3 – Annual Bloodborne Pathogens Training:	53	by FFD Personnel This Month: 18
Drill #4 – Brain Injury / Trauma Training:	53	
Other: Radiological 1 st Responder x 1 FFD Member:	16	
New-Hire Training in-works (40 Hrs. Each)	132	

Total Training / Actual Attended Man-Hours: 321

Fire Prevention & Inspection Activities

Business Inspections:	QTY
Fire Pre-Plans & Related:	8
Station Tours & Public Ed Sessions:	11
	9

Health, Wellness & Safety Activities

Reportable Injuries:	QTY
Physical Fitness / Gym Membership Participation %	0
Chaplaincy Events:	31%
	3

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals: 1

Committees:

	<u>Active</u>
Emergency Medical Services, Apparatus & Equipment	Yes
Fire Apparatus & Equipment	Yes
Rescue – Heavy Rescue, Water, Rope & Related Equip.	Yes
Wildland Apparatus & Equipment	Yes
Haz-Mat Apparatus & Equipment	No
Fire Prevention & Public Education	No
Health, Wellness & Safety	No
Charity / Fund Raiser	No
Building & Facilities	No

Additional Narrative:

As this report is new, please observe the following information to help follow this template:

Note: This report is normally only two pages in length.

EMERGENCY SERVICES reflects raw data from this month of January 2012 with a total of 59 calls.

We ended up with three (3) emergencies that were either sent out to neighboring department's or FFD responded shorthanded to the calls such as only two (2) personnel on a fire engine.

Urgent **EMS** response times reflecting improved 24/7 ambulance staffing while Urgent **Fire** response times are still lagging with 9 minute average response times.

Note: Non-urgent calls are **NOT** included as part of the response formula as to minimize false statistical values.

FIRE & EMS STAFFING HOURS -38 hours of approved staffing due to a lack of staffing availability.

MONTHLY REVENUES December of 2011 reflecting the typical 20%-45% shortfall from billing to actual collected. Note: This section does not reflect actual collections received from the December billing. This collection process is very dynamic and represents many months of collections from various accounts.

GRANTS FFD received new surplus 5-ton truck (Number 3) for Tender program (replacement for totaled unit) worth \$74,445.00. Work shall begin on this apparatus in the new fiscal year once funding has been approved for new tank, pump, and paint (\$22,000).

TRAINING Represents a typical month of hours with new attendance expectations enforced. One (1) Officer sent to Radiological training in SLC. Note: New hires training near completion (240 hours total).

FIRE PREVENTION & INSPECTION represents total number of inspections (to include re-inspections) and plan review activities during this month. Station tours and public education activities (to include Lunch w/ the Major) also included as part of this statistic.

HEALTH, WELLNESS & SAFETY No reportable injuries, encouraging gym participation as part of 2013 fitness expectations, Chaplaincy events are counted by number of activities, phone calls, visits, etc. Note: Some of these volunteered activities represent various amounts of time that are tracked separately.

COMMITTEE & OTHER INTERNAL PROGRAMS One (1) Process Improvement Program (PIP) turned in this month. Continuous encouragement being communicated to all FFD members. Various committee opportunities still to be filled as to provide buy-in and ownership of future department development.



CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2012

SUBJECT: Mayor Harbertson & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.