

**WORK SESSION:** A work session will be held at 5:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The agenda for the work session will be to answer questions on items the City Council may have. The public is welcome to attend.

**CLOSED SESSION:** A closed session will be held at 6:00 p.m. for potential litigation.

## **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, July 19, 2011, 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

7:05 Approval of Minutes from June 21, 2011

### **REPORTS OF COMMITTEES/MUNICIPAL OFFICERS**

7:10 Proclamation Recognizing Lagoon

7:15 Miss Farmington Report

7:25 Introduction of New Police Officer/Administration of Oath of Office

7:35 Executive Summary for Planning Commission on June 30, 2011

### **PUBLIC HEARINGS:**

7:45 Farmington Crossing North Phase 5 Schematic Plan

8:45 Miller Meadows Phase 3 Plat Amendment

9:00 Fruit Heights Boundary Line Adjustment

## **PRESENTATION OF PETITIONS AND REQUESTS:**

9:15 Farmington Crossing North Final (PUD) Master Plan

9:25 Approval of a Final Plat for the Spring Creek Estates Phase 3c Subdivision

## **SUMMARY ACTION:**

9:40 Minute Motion Approving Summary Action List

- Approval of Baker Land Agreement – 1000 North
- Spring Creek 3A and 3B Conservation Easement
- Approval of Amended Agreement with ICMA to allow Loans
- Approval of Resolution with ICMA to allow Loans
- Approval of State Retirement Benefits for those on Long Term Disability Hired after July 1, 2011
- Approval of Agreement – Long Term Disability for Volunteer (Part Time) Fireman Hired after July 1, 2011
- Approval of Agreement with Davis County regarding Elections
- Approval of Improvements for Rental Unit on 1787 N Main Street
- Approval of bid by Jerry Preston for Veterans Memorial at the Cemetery
- Ratification of Approvals of Construction & Storm Water Bond Logs
- Building Activity Report for June

## **CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS**

9:45 Ordinance Adjusting a Portion of the Existing Common Boundary Line with Fruit Heights City

## **GOVERNING BODY REPORTS:**

9:50 City Manager Report

1. Letter from Nadine Gibbons
2. To Do List
3. Upcoming Agenda Items

10:00 Mayor Harbertson & City Council Reports

1. Idle Free Utah
2. 2011 Recommendations for ULCT Board of Directors
3. Shoot Dates

**ADJOURN: 10:15**

DATED this 14th day of July, 2011.

**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:  
July 19, 2011

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

It is requested that Council Member Jim Talbot give the invocation/opening comments to the meeting and it is requested that Council Member John Bilton 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:  
July 19, 2011

**S U B J E C T: Approval of Minutes of Previous Meetings**

**ACTION TO BE CONSIDERED:**

Minute motion approving the minutes of the City Council meeting held on June 21, 2011.

**GENERAL INFORMATION:**

Please see enclosed minutes. They have been reviewed by staff and are ready for Governing Body review and approval.

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 MEETING

Tuesday, June 21, 2011

### WORK SESSION

*Present: Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Jim Talbot and Sid Young, City Manager Dave Millheim, City Finance Director Keith Johnson, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Member Cory Ritz was excused.*

**Mayor Harbertson** began the work session at 6:15 p.m. and welcomed those in attendance.

### **Motion**

At 6:15 p.m. **Sid Young** made a motion for the Council to go into a closed meeting to discuss strategy as it pertains to potential litigation and to discuss the acquisition of real property. The motion was seconded by **Rick Dutson** and approved by Council Members **Bilton, Dutson, 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.

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**Scott C. Harbertson**, Mayor

**Motion:** At 7:00 p.m. **Rick Dutson** made a motion that the Council reconvene into an open meeting. The motion was seconded by **John Bilton** and approved by Council Members **Bilton, Dutson, Talbot** and **Young**.

### REGULAR SESSION

*Present: Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Jim Talbot and Sid Young, City Manager Dave Millheim, City Fire Chief Guido Smith, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Member Cory Ritz joined the meeting via telephone.*

### **CALL TO ORDER:**

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

**Mayor Harbertson** opened the meeting at 7:00 p.m. and welcomed those in attendance, including Youth City Council members **Maren Lee** and **Sydney Pace**. An opening prayer was offered by **John Bilton**, and the Pledge of Allegiance was led by local Boy Scout **Jade Barton** of local Boy Scout Troop 283.

### **Approval of Minutes**

**Motion:** **Rick Dutson** made a motion to approve the minutes of the June 7, 2011 City Council meeting as modified. **Sid Young** seconded the motion which was approved by Council Members **Bilton, Dutson, Ritz, Talbot and Young**.

## CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS

### Proposed amendments to the City's Fire Code: Section 7-5-124.5 banning unauthorized fires and 7-6-105 regarding discharge restrictions for fireworks

City Fire Chief **Guido Smith** explained that subsections A and B of Section 7-5-124.5 ban the discharge of fireworks and unauthorized fires from June 1 through October 15. This amendment would remove fireworks from the ban and change State Road 106 to 200 East to clarify the boundary line. Utah State Code now allows a new class of fireworks—Class C—to be discharged in Utah during a longer period of time. The amendments to Section 7-6-105 address tighter restrictions—no discharge within 150 feet (previously 100 feet) of a sales location (Subsection A) or 30 feet (previously 20 feet) from a house (Subsection C). Subsection F restricts the discharge period as stated in the Utah Code, and Subsection G bans fireworks east of 200 East and Main Street. **Chief Smith** said this information will be included in the City's July newsletter.

**Jim Talbot** remarked that he does not agree with the ban of fireworks east of Main Street in fully developed neighborhoods similar to his own cul de sac. Most of those areas have very few vacant lots, and he and other residents would like to continue having a fireworks show each year. **Dave Millheim** asked if this has been the boundary line in the past, and **Mayor Harbertson** said it has been since 2008, but it has not been actively enforced. **Mr. Millheim** said it would be difficult to educate the public if the boundary line is changed, but if the amendment is approved, it becomes a law, and it will be enforced. **Chief Smith** said the penalty would be a Class B Misdemeanor, the fireworks would be confiscated, and the violator could face a \$200 fine. If a fire was caused as a result of illegal fireworks, there would be additional penalties. The Council discussed the issue further and determined that enforcement would be difficult.

**Motion:** **Jim Talbot** made a motion to approve Ordinance No. \_\_\_\_ amending Section 7-5-124.5 of the Farmington City Code regarding a seasonal ban on unauthorized outdoor fires and amending Section 7-6-105 regarding discharge restrictions for fireworks within the City with the exception of subsection G. **Rick Dutson** seconded the motion which was approved by Council Members **Dutson, Ritz, Talbot and Young**. Council Member **Bilton** voted against the motion, but it passed by a four to one vote.

**John Bilton** offered a brief explanation for his vote against the motion--additional time is necessary to discuss the boundary issue and come to an agreement. The Council agreed that it is too late for the 2011 fireworks season, and the issue should be readdressed for the 2012 fireworks season.

### Resolution amending the Annual Budget for Fiscal Year ending June 30, 2011 and adopting the Annual Budget for Fiscal Year ending June 30, 2012

City Finance Director **Keith Johnson** referred to his 2012 budget message and other information included in the staff report. He said the certified tax rate from Davis County will be

.002283 because of a \$72 million reduction in assessed values for Farmington. The state tax rate has not yet been approved by the state. Farmington also had \$22 million in new growth—most cities in Davis County did not have any new growth.

**Motion:** **John Bilton** made a motion to approve the Resolution amending the Annual Budget for Fiscal Year ending June 30, 2011 and adopting the Annual Budget for Fiscal Year ending June 30, 2012. The motion was seconded by **Sid Young** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

**Mayor Harbertson** expressed appreciation to **Keith Johnson** for his hard work during the past year. The City has accomplished a great deal during the last few years, and **Mr. Johnson** has helped keep the City in a positive financial situation.

## SUMMARY ACTION:

### Minute Motion Approving Summary Action List

- **Approval of Disbursement Lists for April 2011**

**Motion:** **Jim Talbot** made a motion to approve the item on the Summary Action List. **Rick Dutson** seconded the motion which was approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

## GOVERNING BODY REPORTS:

### City Manager Report

- He said the Council needs to deal with several large issues concerning Rainey Homes and Garbett Homes in the near future. He asked if the Council wanted to have a meeting on July 5<sup>th</sup>, have a separate special meeting on another day in July, or hold a long meeting on July 19<sup>th</sup>. They decided to stay with the current schedule and meet on July 19<sup>th</sup>.
- The City has always conducted its own municipal elections, but at the next Council meeting, staff will present a proposal to have Davis County conduct the elections. The County will provide one location at the Fairpark. The public will need to be educated, and notices will be printed in the newspaper and posted at the previous locations. **Mayor Harbertson** asked if staff could check on having at least two polling locations.
- There will be a meeting with Davis County on Friday, June 24<sup>th</sup> at 9:00 a.m. in an effort to educate the County regarding cooperation on storm drainage jurisdiction and LOMR permits. The City would like to make sure the County follows federal rules.
- There is an LDS Church on 1525 West which was issued a building permit and a temporary certificate of occupancy prior to the resolution of some storm drain issues. This has been problematic for both the Church and the City. An Indemnification Agreement has been prepared by the City Attorney which will assist staff as they work toward a resolution.

### Mayor Harbertson

- The City is getting closer to a resolution with **Don Hokanson** regarding the trail easement issue on 100 East and State Street—it will likely be a land trade, and staff is working on a proposal.
- He attended a League of Cities and Towns meeting. Nominations for the Policy Committee are being solicited and he wants himself and the City Manager to serve in that capacity.
- He attended a Western Davis Corridor meeting—a group of residents provided some interesting information and plan to meet quarterly.
- There will be a Town Hall meeting on Wed., June 22. **Jim Talbot** has a conflict, and **Rick Dutson** agreed to attend.
- He referred to Farmington's annual Festival Days celebration and asked that the Council Members attend as many activities as possible. **Sid Young** has made arrangements for the fire truck to be used in the parade, **Jim Talbot** will arrange for the candy, and the Council will assist with a booth to obtain donations for the Veterans' Memorial.

### John Bilton

- He expressed appreciation to Public Works Director **Walt Hokanson** for repairing the fountain and replacing the lights on the baseball field.
- He reported that the 900-1000 North project looks great, and the transitions onto Compton Road were well done. **Nadine Gibbons** sent a note of appreciation. The **Mayor** asked **Dave Millheim** to check **Cal Ferrin's** water line and determine if it is coming from Bayview rather than 900 North.
- He left the meeting at 8:45 p.m.

### Cory Ritz

- Council Member **Ritz** had nothing to report.

### Rick Dutson

- He pointed out several things in the City Hall which need to be fixed by the contractor, and **Dave Millheim** said staff will prepare a new punch list and submit it to Hughes Contractors and to the architect.
- He asked about a flood update, and **Mr. Millheim** reported that if there is no flooding this week, the threat will be over.

### Sid Young

- He asked about a personnel meeting, and **Mr. Millheim** said the City's personnel committee has typically held a meeting when there are items to discuss. He does not want it to become a grievance committee, but it is a good idea to meet periodically to discuss miscellaneous issues. Council Members **Sid Young** and **Cory Ritz** will be contacted regarding a meeting next week.
- The filing deadline for City Council applications is July 15, 2011, and the notice is included in the City newsletter and is on the City's web site. **Mr. Millheim** said that date is firm and suggested that the Council contact anyone who may be interested in applying.

### **Jim Talbot**

- He showed two paintings which will be displayed during Festival Days and gave an update of the other paintings.

### **ADJOURNMENT**

**Motion:** **Jim Talbot** made a motion to adjourn the meeting. The motion was seconded by **Sid Young** and approved by Council Members **Dutson, Ritz, Talbot** and **Young**. The meeting was adjourned at 8:45 p.m.

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**Holly Gadd**, City Recorder  
Farmington City Corporation

CITY COUNCIL AGENDA

For Council Meeting:  
July 19, 2011

**S U B J E C T: Proclamation Recognizing Lagoon**

**ACTION TO BE CONSIDERED:**

None.

**GENERAL INFORMATION:**

To be handed out and read at Council meeting.

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:  
July 19, 2011

**S U B J E C T: Miss Farmington Report**

**ACTION TO BE CONSIDERED:**

None.

**GENERAL INFORMATION:**

Miss Farmington, Jessica Francis will be present.

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:  
July 19, 2011

**S U B J E C T: Introduction of New Police Officer/Administration of Oath of Office**

**ACTION TO BE CONSIDERED:**

None.

**GENERAL INFORMATION:**

Mayor Harbertson will introduce Adam Sudweeks, new Police Officer.  
Holly Gadd will perform the administration of the Oath of Office.

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:  
July 19, 2011

**S U B J E C T: Executive Summary for Planning Commission meeting held  
June 30, 2011**

**ACTION TO BE CONSIDERED:**

No action required.

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: July 8, 2011

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON JUNE 30, 2011

### RECOMMENDATION

No action required.

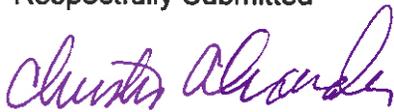
### BACKGROUND

The Farmington City Planning Commission voted on June 30, 2011 to recommend that the City Council re-approve the schematic plan specific to, or for, Farmington Crossing Phase 5, and to reflect the existing Final (PUD) Master Plan, subject to all applicable Farmington City ordinances development standards and the same conditions and findings established previously by the City (i.e. denying the request Garbett Homes made for a lease-to-own option). The vote was 5-2 in the affirmative. The public hearing was closed at the previous Commission meeting on June 16 and the Commissioners did not have any new questions for the developers in this meeting. Many residents of the existing Farmington Crossing subdivision were in attendance (occupying approximately one-fourth of the council chambers seats) and were courteous and left as soon as the vote was decided. Garbett Homes had many representatives in the room as well.

Four Conditional Use applications with corresponding public hearings were also presented before the Commission. The Planning Commission voted to approve conditional use permits for two sales offices in model homes. One for Rainey Homes in their model home located on Lot 209 of the Miller Meadows Subdivision at 514 West Rigby Road and the other for Symphony Homes in their model home located on Lot 33 of the Chestnut Farms Subdivision at 286 South 1150 West. The Planning Commission then decided to table two conditional use permit applications for property signs for Rainey Homes and continue them on the July 14, 2011 Planning Commission agenda. One application tabled was for a directional sign located off-premises near 650 West and State Street for the Miller Meadows subdivision. The other application tabled was for a property sign to be placed in the Miller Meadows subdivision adjacent to and facing the

Legacy Parkway Trail. No residents were in attendance for the conditional use public hearings. Staff has since met with Brock Johnston/Rainey Homes regarding the two tabled sign applications and has determined that they will not be presented to the Planning Commission on July 14 as the applications do not meet current regulations in the City's Sign Ordinance. Staff is weary to allow leniency on the sign ordinance in this instance along the Legacy Parkway Trail as it may set a precedence for other property owners to place signs alongside the trail and detract from the intentions of the Scenic Byway Overlay Zone. Brock Johnston expressed dismay in that other property owners have been improperly placing signs that do not meet City Code along this same corridor and although he wishes to do the same, he would like to comply by the City's Ordinance. Brock may be petitioning the City Council in the future to amend the Ordinance in respect to property sign regulations within the Scenic Byway Overlay Zone.

Respectfully Submitted



Christy J. Alexander  
Associate City Planner

Review & Concur



Dave Millheim  
City Manager

CITY COUNCIL AGENDA

For Council Meeting:  
July 19, 2011

**S U B J E C T: Public Hearing: Farmington Crossing North Phase 5 Schematic Plan**

**ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. See enclosed staff report for recommendations and findings.

**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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SID 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: July 12, 2011

SUBJECT: **FARMINGTON CROSSING NORTH PHASE 5 SCHEMATIC PLAN**

### RECOMMENDATIONS

Move the City Council re-approve the schematic plan specific to, or for, Farmington Crossing, Phase 5, and to reflect the existing Final (PUD) Master Plan, except that the applicant shall be allowed to develop lease to own residential units, subject to all applicable Farmington City ordinances, development standards and the same conditions and findings previously established by the City and the following:

1. The City must amend the Final (PUD) Master Plan to show that the 93 lease to own units need not be required to be owner occupied.
2. The development agreement between Garbett Homes and Farmington City shall be amended to be consistent with the Final (PUD) Master Plan.
3. The quality and all the features of the exterior elevations contemplated for Phase 5 shall match the dwellings constructed in Phase 1 of the Farmington Crossing North.
4. The applicant shall construct a swimming pool and related facilities in Farmington Crossing North concurrently with Phase 5.

### Findings:

1. Sales for attached homes in the segment of the market represented by the Farmington Crossing project are extremely slow. Foreclosure may be a real possibility if the applicant is not allowed to provide a lease to own option.
2. Financing for projects comprised of rental or lease to own dwelling units is readily available.
3. The lease to own option will reduce uncertainty- a) the physical product will be the same as the rest of the project, b) Garbett will be the owner, c) the same property

management company for Farmington Crossing will also manage this phase of the project, and d) Phase 5 will not remain a vacant field for an extended period of time.

4. Farmington Crossing will be “finished out” including but not limited to: 1) the right in/out access to the US 89 one-way frontage will be completed, 2) the applicant will provide an asphalt overlay on Shepard Creek Parkway, and 3) all trail and parks will be done and landscaped.
5. The exterior quality of the units will match the earlier phases of Farmington Crossing North. This may or may not be the case if another individual or entity eventually develops the site.
6. The existing high quality property management may be compromised if the project goes into foreclosure, and another property owner develops the site, because the 93 units may not provide the economies of scale necessary to fund proper long-term maintenance.
7. If foreclosure becomes a reality a new property owner may request a rezone for a higher density, exacerbating traffic conditions and other development impacts.

-OR-

Move the City Council re-approve the schematic plan specific to, or for, Farmington Crossing Phase 5, and to reflect the existing Final (PUD) Master Plan, subject to all applicable Farmington City ordinances development standards and the same conditions and findings established previously by the City, and the following:

Findings:

1. The Developer has not provided substantial evidence of a change in conditions that would warrant re-approval with different conditions from those attached to earlier phases.
2. Existing property owners purchased homes with Farmington Crossing with the knowledge that they were buying into an owner-occupied community, not a rental project.
3. A lease to own option may negatively impact the investment of residents now owning in Farmington Crossing.

4. The requirement of separate covenants for an otherwise coordinated project will create an environment of administrative confusion in the context of covenant enforcement and application and will negatively impact the desired uniformity of the overall project.
5. A rental or lease to own alternative for Phase 5, may set a precedent where others in the existing 400+ units can also rent for similar reasons: sales are slow.
6. Improvements to the project (i.e. US 89 access, the re-paving of Shepard Creek Parkway, and completion of the trail and parks will likely eventually be finished albeit in an unknown manner and time-frame.
7. The swimming pool may eventually be completed.
9. The 93 rental units may not be successful as they may compete with 324 apartments in the Farmington Village development now underway west of the freeway.

## **BACKGROUND**

The applicant first obtained recommendations and approvals for a schematic plan from the Planning Commission and City Council for the entire North Phase on August 8, 2005 and October 5, 2004 (see enclosed minutes). The schematic plan was amended November 10, 2005 and November 16, 2005, to accommodate a church site [note: this plan was approved subject to the developer preserving an area for commercial uses along Shepard Lane and laid the ground work for what eventually became the final master plan or Final (PUD) Master Plan]. The Planning Commission granted preliminary plat approval for the subject property on April 27, 2006. This approval has since expired. Section 12-3-080 of the Subdivision Ordinance stated in part, "If preliminary plat approval for any portion of an approved schematic plan has not been obtained within twelve (12) months of the date on which schematic plan approval was granted, a resubmittal and reapproval of the schematic plan may be required by the City." Therefore, as part of the reapproval for the preliminary plat, and thereafter the final plat, the developer must obtain re-approval of the schematic plan.

There are several agreements which underlie and support the approvals granted in this project. They include the original Master Development Agreement between Farmington City and Prows, Becknell and Alles, LLC, dated October 16, 1996, and various amendments thereto, an Agreement entered into in July, 2004, among several separate property owners and owners' associations and the City, and two specific Agreements between predecessors of Garbett Homes, dated respectively March 18, 2005 and September 10, 2007. A number of those agreements make reference to an "owner occupied" condition on the approvals relating to the Phase currently at issue. The most recent of those agreements, the September 2007 agreement between Farmington City, Farmington Land Investments, LLC and Farmington Development Corporation, specifically calls out that the developers project includes

Farmington Crossing North PUD consisting of approximately 253 owner occupied "for sale" residential dwelling units.

Conditions have not changed (all building elevations and necessary development information will remain as previously approved) except the developer is now proposing a lease to own arrangement for Phase 5 only (see enclosed email from Rich Welch of Garbett Homes). Meanwhile, one of the conditions of the 2005 schematic plan process states: "All units shall be limited to 'for sale' or 'owner occupied' dwelling units. No rental dwellings units shall be permitted."

On June 30, 2011 the Planning Commission voted 5-2 to re-approve the schematic plan specific to, or for, Farmington Crossing Phase 5, and to reflect the existing Final (PUD) Master Plan, subject to all applicable Farmington City ordinances, development standards and the same conditions and findings established previously by the City, i.e to not approve a lease to own option.

Supplemental Information:

1. Letter From David Petersen to Rich Welch, July 1, 2011
2. Email to City staff from Garbett Homes regarding other lease to own projects, June 22, 2011.
3. Planning Commission staff report, June 16, 2011.
4. Master Plan, building elevations, and other information to be provided by the applicant at the meeting.

Applicable Ordinances:

1. Title 12, Chapter 3- Schematic Plan
2. Title 11, Chapter 16 – General Commercial Zone
3. Title 11, Chapter 27, Planned Unit Development

Respectively Submitted

*David Petersen*

David Petersen  
Community Development Director

Review and Concur

*Dave Millheim*

Dave Millheim  
City Manager



# FARMINGTON CITY

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CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

July 1, 2011

Richard Welch  
Farmington Development Corp.  
273 North East Capitol Street  
Salt Lake City, Utah 84103

Dear Mr. Welch:

The Farmington Planning Commission voted on June 30, 2011, regarding application #S-4-11, to recommend that the City Council **re-approve the schematic plan** specific to, or for, Farmington Crossing North Phase 5 on property located at Shepard Church Drive and Stillwater Drive, and to reflect the existing Final (PUD) Master Plan.

The motion for approval was subject to compliance with all applicable ordinance requirements and development standards and the same conditions and findings established previously by the City.

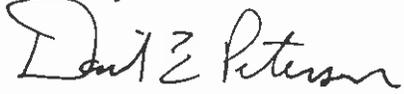
## Findings

1. Existing property owners purchased homes within Farmington Crossing with the knowledge that they were buying into an owner-occupied community, not a rental project;
2. A lease to own option may negatively impact the investment of residents now owning in Farmington Crossing;
3. A rental or lease to own alternative for Phase 5, may set a precedent where others in the existing 400 + units can also rent for similar reasons: sales are slow;
4. Improvements to the project (ie. US 89 access, the re-paving of Shepard Creek Parkway, and completion of trail and parks) will likely eventually be finished albeit in an unknown manner and time-frame;
5. A land-use decision to allow rentals may be contractually problematic for the City due to existing agreements in place to do otherwise;
6. The swimming pool may eventually be completed;
7. The 93 rental units may not be successful as they may compete with 324 apartments in the Farmington Village development now underway west of the freeway.

You will be notified of the date and time your application will appear on the City Council agenda.

If you should have any comments or questions, please feel free to contact our office at 801-939-9211.

Sincerely,

A handwritten signature in black ink that reads "David E. Petersen". The signature is written in a cursive style with a large, prominent initial "D".

David E. Petersen, AICP  
City Planner/Zoning Administrator

cc: Dave Millheim, City Manager

Zimbra

dpetersen@farmington.utah.gov

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**FW: Farmington "rent to own"**

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**From :** Noel Ballstaedt <Noel@garbetthomes.com>

Wed, Jun 22, 2011 12:59 PM

**Subject :** FW: Farmington "rent to own"**To :** Dave Petersen

&lt;dpetersen@farmington.utah.gov&gt;

**Cc :** Bryson Garbett <Bryson@garbetthomes.com>, Rene Oehlerking <Rene@garbetthomes.com>, dmillheim@Farmington.utah.gov, Jacob Ballstaedt <Jacob@garbetthomes.com>, Rich Welch <Rich@garbetthomes.com>, Noel Ballstaedt <Noel@garbetthomes.com>

Dave Peterson,

The following information will provide you and the planning commission a variety of very successful communities of TOWNHOMES and APARTMENTS, that were planned and built side-by-side.

In addition, I have provided brief information on our Boulders community by Garbett Homes, that was designed as town homes, initially rented, then sold.

**The Boulders.**

226 unit PUD town home project in Herriman. The homes were designed as Town Homes, approved as apartments, then after 2 years of rental occupancy, offered for sale and sold. The address to the community Clubhouse is 5052 W. Wind Rock Lane (14450 S.), Herriman, Utah.

We have other large Planned Unit Communities (listed below) that we have built and sold, that are directly adjacent to apartment communities. Our experience over the past 10 years, is that there has been no negative impact on the values of our properties.

- a. **Quarry Bend.** 225+ Townhome units. The Clubhouse address is 1020 Quarry Park Drive, Sandy, Utah 84094. Built adjacent to apartments.
- b. **Arbor Square in The High Bury Community in Lake Park.** 64 Townhomes by Garbett, and an additional (approximate) 150 built by Ivory. Address is 5449 West Songbird Drive, West Valley City, Utah 84120, (5600 W. 2400 S.) This community was built adjacent to approximately 200+ apartments.

- c. **Chandler Point**, 225+ Town Home units, 14877 Quarry Point Lane, Draper, Utah 84020-3400. Built adjacent to 200+ apartments.
- d. **Jordan Landing**, Garbett Homes built approximately 90 townhomes units. In this community there are multiple builders, building both Town Homes, and Apartments side by side. This is one of the most popular communities in the valley. In this community, there is mix of multiple townhomes built and multiple clustered apartments. The approximate address is 6800 S. 3800 W. West Jordan Utah.

I hope a field trip to these communities will help you see a variety of existing town homes and apartments built and living side by side in proximity, and economic harmony. Further, I hope this will help to calm the negative comments and feelings of Town Homes and apartments in the same community.

Sincerely,

Noel T. Ballstaedt  
Garbett Homes



## Planning Commission Staff Report June 16, 2011

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### Item 3: Schematic Plan for Farmington Crossing North Phase 5

Public Hearing:	Yes
Application No.:	S-4-11
Property Address:	Approximately Church Drive and Stillwater Drive
General Plan Designation:	C (Commercial)
Zoning Designation:	C-PUD
Area:	5.9 Acres
Number of Lots:	93
Property Owner:	Farmington Development Corporation (ie. Garbett Homes)
Agent:	n/a

Request: *Applicant is requesting a recommendation for Schematic Plan approval for Farmington Crossing North Phase 5*

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#### Background Information

The applicant first obtained recommendations and approvals for a schematic plan from the Planning Commission and City Council for the entire North Phase on August 8, 2005 and October 5, 2005 (see enclosed minutes). The schematic plan was amended November 10, 2005 and November 16, 2005, to accommodate a church site [note: this plan was approved subject to the developer preserve an area for commercial uses along Shepard Lane and laid the ground work for what eventually became the final master plan or Final (PUD) Master Plan]. The Planning Commission granted preliminary plat approval for the subject property on April 27, 2006, this approval has since expired. Section 12-3-080 of the Subdivision Ordinance states in part, "If preliminary plat approval for any portion of an approved schematic plan has not been obtained within twelve (12) months of the date on which schematic plan approval was granted, a resubmittal and reapproval of the schematic plan may be required by the City". Therefore, as part of the reapproval for the preliminary plat, and thereafter the final plat, the developer must obtain re-approval of the schematic plan.

Conditions have not changed (all building elevations and necessary development information will remain as previously approved) except the developer is now proposing a lease to own arrangement for Phase 5 only (see enclosed email from Rich Welch of Garbett Homes). Meanwhile, one of the conditions of the 2005 schematic plan process states: "All units shall be limited to "for sale" or "owner occupied" dwelling units. No rental dwellings units shall be permitted".

**Suggested Alternative Motions:**

Move the Planning Commission recommend that the City Council re-approve the schematic plan specific to, or for, Farmington Crossing Phase 5, and to reflect the existing Final (PUD) Master Plan, subject to all applicable Farmington City ordinances development standards and the same conditions and findings established previously by the City.

Additional findings for approval (if any): [to be established by the Commission]

-OR-

Move the Planning Commission recommend that the City Council re-approve the schematic plan specific to, or for, Farmington Crossing Phase 5, and to reflect the existing Final (PUD) Master Plan, subject to all applicable Farmington City ordinances development standards and the same conditions and findings previously established by the City, except that the applicant shall be allowed to develop lease to own residential units.

Additional findings for approval (if any): [to be established by the Commission]

**Supplemental Information**

1. Existing Final (PUD) Master Plan showing the area for Phase 5 (building elevations and other information may be presented by the applicant at the meeting)
2. Previously approved schematic plans.
3. Planning Commission and City Council minutes, August 11, 2005, and October 5, 2005.
4. Table showing approval time line for Farmington Crossing North
5. Rich Welch June 10, 2011, email

**Applicable Ordinances**

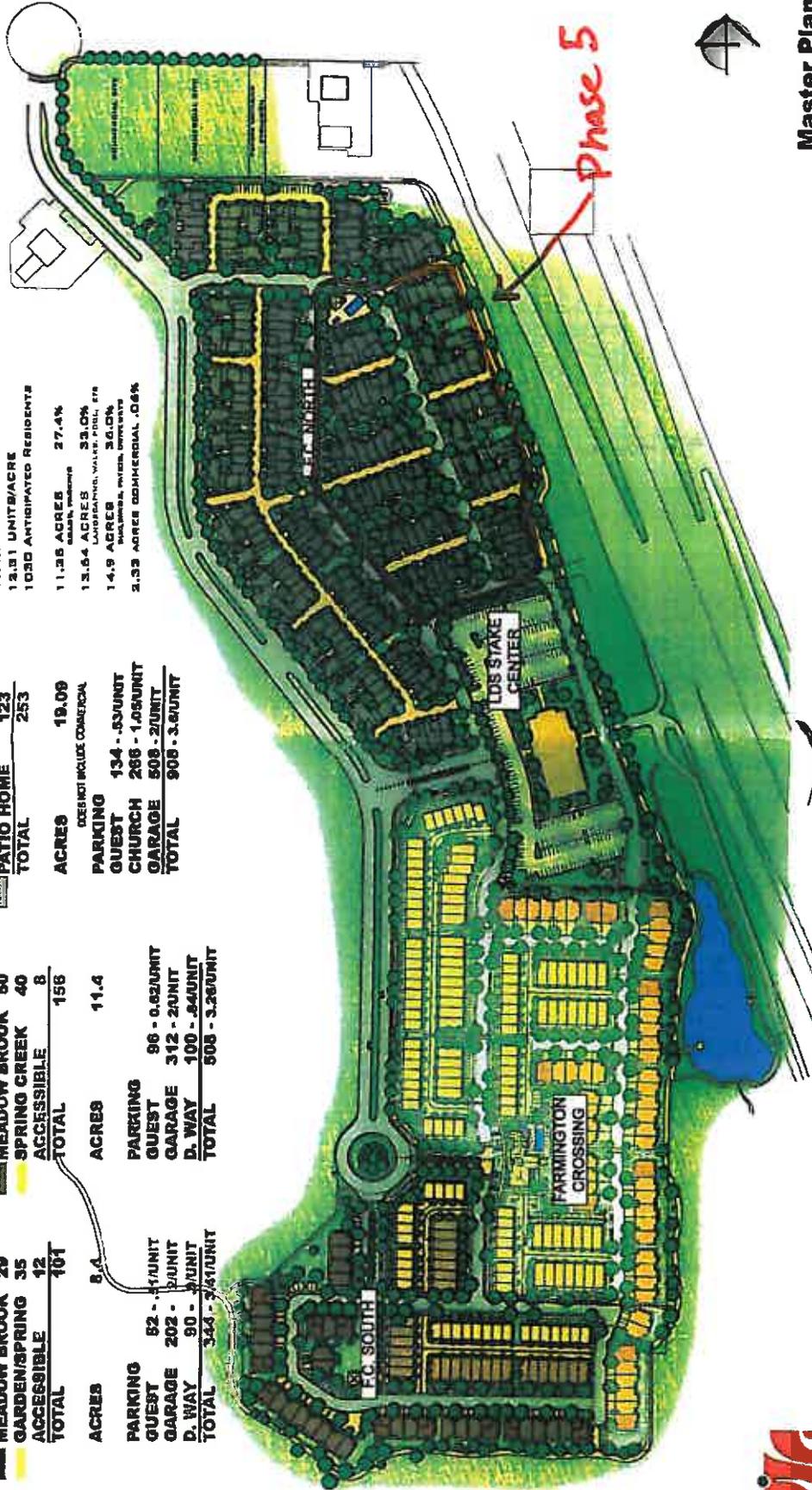
1. Title 12, Chapter 3 – Schematic Plan
2. Title 11, Chapter 16 – General Commercial Zone
3. Title 11, Chapter 27 – Planned Unit Development (PUD)

<b>F. C. SOUTH</b>	
WATERSIDE	27
MEADOW BROOK	29
GARDEN/SPRING	35
ACCESSIBLE	42
<b>TOTAL</b>	<b>101</b>
<b>ACRES</b>	<b>8.4</b>
<b>PARKING</b>	<b>52 - .15/UNIT</b>
<b>GARAGE</b>	<b>202 - .2/UNIT</b>
<b>D. WAY</b>	<b>90 - .2/UNIT</b>
<b>TOTAL</b>	<b>343 - 3.61/UNIT</b>

<b>F. C. ON SPRING CREEK FOND</b>	
WATERSIDE	58
MEADOW BROOK	50
SPRING CREEK	40
ACCESSIBLE	8
<b>TOTAL</b>	<b>156</b>
<b>ACRES</b>	<b>11.4</b>
<b>PARKING</b>	<b>96 - 0.62/UNIT</b>
<b>GUEST</b>	<b>312 - 2/UNIT</b>
<b>D. WAY</b>	<b>100 - .64/UNIT</b>
<b>TOTAL</b>	<b>508 - 3.28/UNIT</b>

<b>F. C. NORTH</b>	
COURTYARD	130
PATIO HOME	123
<b>TOTAL</b>	<b>253</b>
<b>ACRES</b>	<b>19.09</b>
<small>DOES NOT INCLUDE COMMERCIAL</small>	
<b>PARKING</b>	<b>134 - .53/UNIT</b>
<b>CHURCH</b>	<b>266 - 1.06/UNIT</b>
<b>GARAGE</b>	<b>508 - 2/UNIT</b>
<b>TOTAL</b>	<b>908 - 3.6/UNIT</b>

<b>OVERALL DEVELOPMENT</b>	
515 TOTAL UNITS	
41.42 TOTAL ACRES	
12.91 UNITS/ACRE	
1030 ANTICIPATED RESIDENTS	
11.28 ACRES	27.4%
13.64 ACRES	33.0% <sup>178</sup>
14.9 ACRES	36.0% <sup>178</sup>
2.33 ACRES	COMMERCIAL .06%

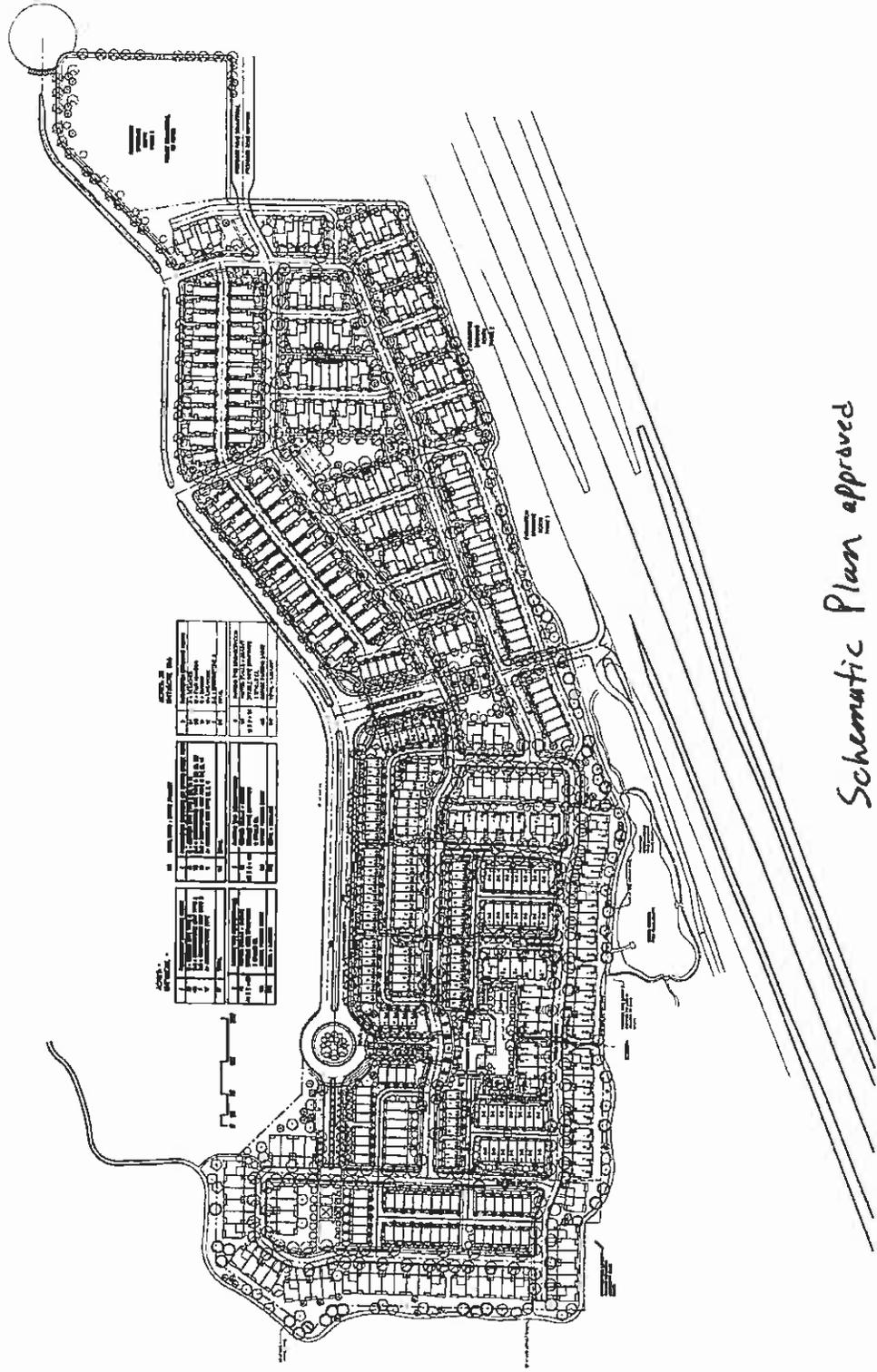


FARMINGTON CROSSING  
ON SPRING CREEK FOND

Master Plan

garbettHOMIES

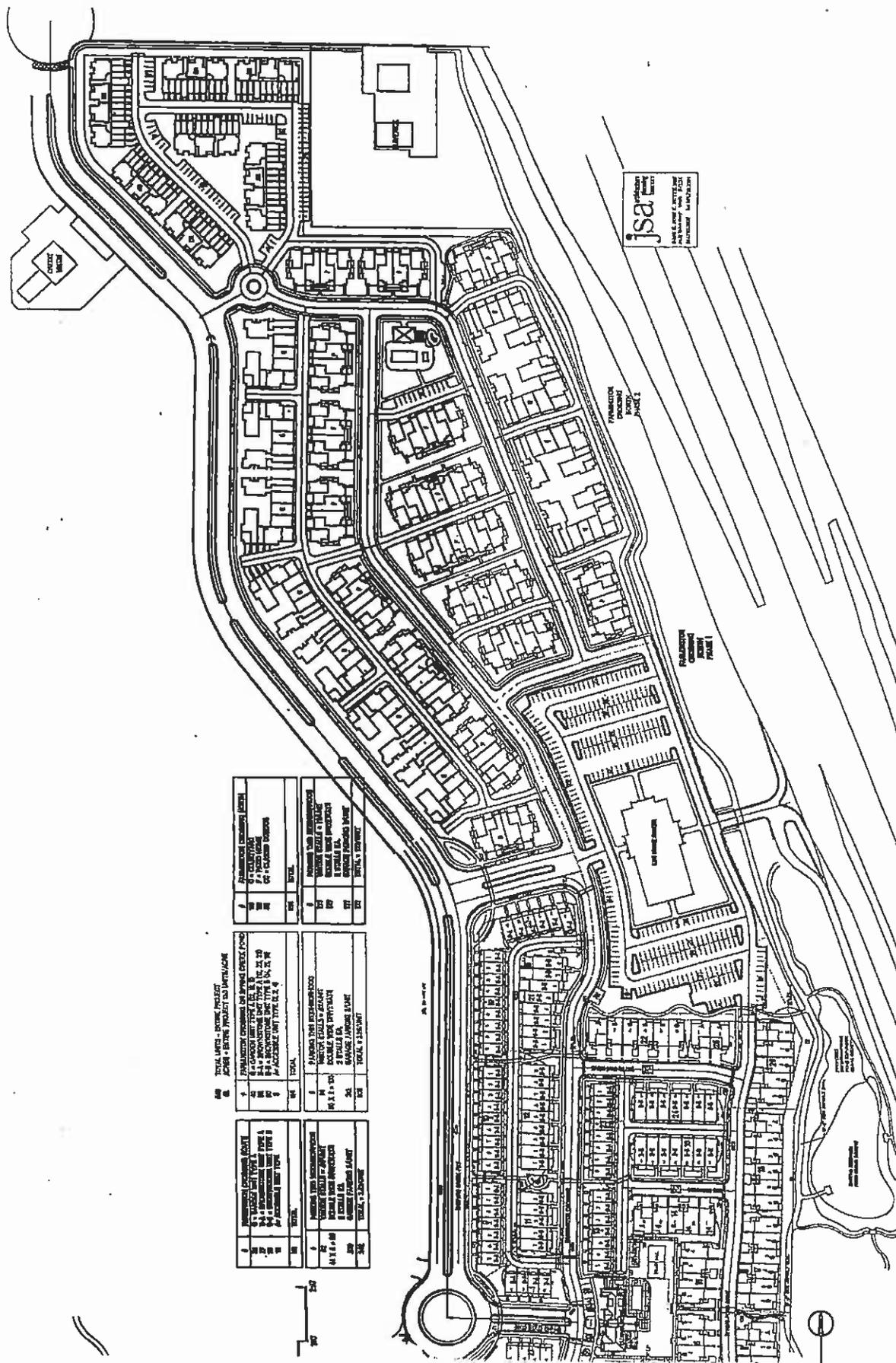




NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	10/15/05	JSA
2	REVISION	10/15/05	JSA
3	REVISION	10/15/05	JSA
4	REVISION	10/15/05	JSA
5	REVISION	10/15/05	JSA
6	REVISION	10/15/05	JSA
7	REVISION	10/15/05	JSA
8	REVISION	10/15/05	JSA
9	REVISION	10/15/05	JSA
10	REVISION	10/15/05	JSA

*Schematic Plan approved  
 10-5-05*

Schematic Plan  
 Approved 11-16-05 with  
 the northern area to be  
 re-worked to show commercial



jsa  
 JAMES S. ANDERSON & ASSOCIATES  
 ARCHITECTS  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 PHONE: 303.733.1111  
 FAX: 303.733.1112  
 WWW.JSA-ARCHITECTS.COM

TABLE 1: TOTAL LEVEL - SQUARE FOOTAGE

NO.	DESCRIPTION	AREA (SQ. FT.)
1	RETAIL STORES (TYPE 1)	10,000
2	RETAIL STORES (TYPE 2)	10,000
3	RETAIL STORES (TYPE 3)	10,000
4	RETAIL STORES (TYPE 4)	10,000
5	RETAIL STORES (TYPE 5)	10,000
6	RETAIL STORES (TYPE 6)	10,000
7	RETAIL STORES (TYPE 7)	10,000
8	RETAIL STORES (TYPE 8)	10,000
9	RETAIL STORES (TYPE 9)	10,000
10	RETAIL STORES (TYPE 10)	10,000
11	RETAIL STORES (TYPE 11)	10,000
12	RETAIL STORES (TYPE 12)	10,000
13	RETAIL STORES (TYPE 13)	10,000
14	RETAIL STORES (TYPE 14)	10,000
15	RETAIL STORES (TYPE 15)	10,000
16	RETAIL STORES (TYPE 16)	10,000
17	RETAIL STORES (TYPE 17)	10,000
18	RETAIL STORES (TYPE 18)	10,000
19	RETAIL STORES (TYPE 19)	10,000
20	RETAIL STORES (TYPE 20)	10,000
21	RETAIL STORES (TYPE 21)	10,000
22	RETAIL STORES (TYPE 22)	10,000
23	RETAIL STORES (TYPE 23)	10,000
24	RETAIL STORES (TYPE 24)	10,000
25	RETAIL STORES (TYPE 25)	10,000
26	RETAIL STORES (TYPE 26)	10,000
27	RETAIL STORES (TYPE 27)	10,000
28	RETAIL STORES (TYPE 28)	10,000
29	RETAIL STORES (TYPE 29)	10,000
30	RETAIL STORES (TYPE 30)	10,000
31	RETAIL STORES (TYPE 31)	10,000
32	RETAIL STORES (TYPE 32)	10,000
33	RETAIL STORES (TYPE 33)	10,000
34	RETAIL STORES (TYPE 34)	10,000
35	RETAIL STORES (TYPE 35)	10,000
36	RETAIL STORES (TYPE 36)	10,000
37	RETAIL STORES (TYPE 37)	10,000
38	RETAIL STORES (TYPE 38)	10,000
39	RETAIL STORES (TYPE 39)	10,000
40	RETAIL STORES (TYPE 40)	10,000
41	RETAIL STORES (TYPE 41)	10,000
42	RETAIL STORES (TYPE 42)	10,000
43	RETAIL STORES (TYPE 43)	10,000
44	RETAIL STORES (TYPE 44)	10,000
45	RETAIL STORES (TYPE 45)	10,000
46	RETAIL STORES (TYPE 46)	10,000
47	RETAIL STORES (TYPE 47)	10,000
48	RETAIL STORES (TYPE 48)	10,000
49	RETAIL STORES (TYPE 49)	10,000
50	RETAIL STORES (TYPE 50)	10,000
51	RETAIL STORES (TYPE 51)	10,000
52	RETAIL STORES (TYPE 52)	10,000
53	RETAIL STORES (TYPE 53)	10,000
54	RETAIL STORES (TYPE 54)	10,000
55	RETAIL STORES (TYPE 55)	10,000
56	RETAIL STORES (TYPE 56)	10,000
57	RETAIL STORES (TYPE 57)	10,000
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59	RETAIL STORES (TYPE 59)	10,000
60	RETAIL STORES (TYPE 60)	10,000
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63	RETAIL STORES (TYPE 63)	10,000
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65	RETAIL STORES (TYPE 65)	10,000
66	RETAIL STORES (TYPE 66)	10,000
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68	RETAIL STORES (TYPE 68)	10,000
69	RETAIL STORES (TYPE 69)	10,000
70	RETAIL STORES (TYPE 70)	10,000
71	RETAIL STORES (TYPE 71)	10,000
72	RETAIL STORES (TYPE 72)	10,000
73	RETAIL STORES (TYPE 73)	10,000
74	RETAIL STORES (TYPE 74)	10,000
75	RETAIL STORES (TYPE 75)	10,000
76	RETAIL STORES (TYPE 76)	10,000
77	RETAIL STORES (TYPE 77)	10,000
78	RETAIL STORES (TYPE 78)	10,000
79	RETAIL STORES (TYPE 79)	10,000
80	RETAIL STORES (TYPE 80)	10,000
81	RETAIL STORES (TYPE 81)	10,000
82	RETAIL STORES (TYPE 82)	10,000
83	RETAIL STORES (TYPE 83)	10,000
84	RETAIL STORES (TYPE 84)	10,000
85	RETAIL STORES (TYPE 85)	10,000
86	RETAIL STORES (TYPE 86)	10,000
87	RETAIL STORES (TYPE 87)	10,000
88	RETAIL STORES (TYPE 88)	10,000
89	RETAIL STORES (TYPE 89)	10,000
90	RETAIL STORES (TYPE 90)	10,000
91	RETAIL STORES (TYPE 91)	10,000
92	RETAIL STORES (TYPE 92)	10,000
93	RETAIL STORES (TYPE 93)	10,000
94	RETAIL STORES (TYPE 94)	10,000
95	RETAIL STORES (TYPE 95)	10,000
96	RETAIL STORES (TYPE 96)	10,000
97	RETAIL STORES (TYPE 97)	10,000
98	RETAIL STORES (TYPE 98)	10,000
99	RETAIL STORES (TYPE 99)	10,000
100	RETAIL STORES (TYPE 100)	10,000
TOTAL		1,000,000

**GARBETT HOMES - APPLICANTS IS REQUESTING A RECOMMENDATION FOR SCHEMATIC PLAN APPROVAL FOR THE NORTHERLY PHASE OF THE FARMINGTON CROSS PUD CONSISTING OF 200+ DWELLING UNITS ON 22.4 ACRES SOUTH OF SHEPARD LANE ADJACENT TO THE SHEPARD CREEK PARKWAY IN A C ZONE (S-14-05) (Agenda Item #6)**

**Background Information**

This agenda item was reviewed at a public hearing in the last Planning Commission meeting on July 14, 2005 and again before the Planning Commission without a public hearing on July 28, 2005. The Planning Commission approved a southerly phase, but tabled action of the northerly phase (see enclosed letters to Garbett Homes dated July 26, 2005 and August 8, 2005). The latest schematic plan prepared by Garbett Homes for the northerly phase is enclosed for your consideration.

END OF PACKET MATERIAL.

**David Petersen** displayed the Vicinity Map. He said the Planning Commission had recommended approval of the "southerly" phase but had tabled action on the northerly phase because they were concerned that the applicant had proposed housing to Shepard Lane. They were also concerned that the plan did not include enough adequate parking spaces.

**Noel Ballstaedt** of Garbett Homes said the schematic plan now included commercial property near Shepard Lane as well as additional parking spaces. Mr. Ballstaedt stated the plan in the packet inadvertently labeled the commercial property for a future church site. He said the number of parking spaces was greater than any of their other developments.

**Tyler Kirk** (3115 East Lion Lane) said Sandy City had required the largest parking ratio which was 2.75 parking spaces per unit. The northerly phase of Farmington Cross would include 3 parking spaces per unit. He said the plan included 86 additional parking spaces which did not include the driveway as a parking space.

**Jim Talbot** said the proposed commercial property in the northwest corner of the project seemed inappropriate for a church site since it was located next to Maverick.

**Mr. Ballstaedt** said he did not know whether the L.D.S. Church would accept the parcel for a church site.

**Jim Talbot** said the Planning Commission had indicated to Garbett Homes during a previous meeting that they preferred that properties along Shepard Lane remain commercial. He did not consider a church to be a commercial use.

**Mr. Kirk** addressed the access points on the proposed commercial site. A road had not been planned. Approximately 120 square feet of the Garbett property was designated for the roundabout. The right in / right out had been approved by UDOT.

**Mr. Poff** asked why the roundabout had been altered on the plan.

**Noel Ballstaedt** said the roundabout was conceptual since the use for the commercial piece had not yet been determined.

**Paul Barker** recommended that the proposed site remain commercial. He did not think the site would be an appropriate location for a church.

### **Motion**

**Cindy Roybal** moved that the Planning Commission recommend that the City Council grant schematic plan approval for the northerly phase of the Farmington Crossing PUD on the property located south of Shepard Lane adjacent to the Shepard Creek Parkway with the following conditions:

1. The density for the development shall not exceed 14 units per acre.
2. All units shall be limited to "for sale" or "owner occupied" dwelling units. No rental dwelling units shall be permitted.
3. All phases of Farmington Crossing, including Phase 1, must be rezoned to CMU.
4. The applicant shall reserve the northwest portion of the property west of the Maverick store for commercial/retail purposes for a time period mutually acceptable to the City and the applicant. The applicant shall actively pursue commercial uses for the site.

**Kevin Poff** seconded the motion, which passed by unanimous vote.

### **Findings**

- The developer complied with the City's requests.
- The northerly phase was consistent with the City's General Plan.
- The previously approved phases appeared to be progressing in a positive manner.

[Chairman Ritz was excused at 8:30 P.M. Ms. Roybal continued the meeting in her capacity as Vice Chairman]

The City Council agreed to meet with Todd Godfrey and a Bear West representative on October 19, 2005, at 6:00 p.m. to discuss the moratorium.

**SCHEMATIC PLAN APPROVAL FOR NORTHERLY PHASE OF FARMINGTON CROSSING DEVELOPMENT - GARBETT HOMES (Agenda Item #5)**

According to packet information, on August 17, 2005, the City Council granted schematic plan approval for the southerly phase of the Farmington Crossing at Spring Creek development, but the Council withheld a motion for approval regarding the northerly phase and asked the developer to configure this phase to include more commercial development. A subcommittee established by the City Council met with the developer to provide guidance and to further clarify the Council's decision. For the most part, the committee decided to follow the Planning Commissions original recommendation.

**David Petersen** referred to the Farmington Crossing packet which included a Revised Site Plan. The Planning Commission recommended that the property near Maverik be used for commercial development. A subcommittee met with the developer to discuss the property. They recommended that the schematic plan be approved.

**David Hale** said he served on the subcommittee and was very impressed with the developer. He summarized the following three items that were discussed by the subcommittee:

- The subcommittee members wanted the Shepard Lane corridor reserved for non-residential use.
- The Shepard Lane corridor should have added public safety protection since there will be increased traffic in the area.
- Adequate tot lots should be provided for the residents.

The subcommittee felt the corner property near Maverik would be too small to be used as a church site. The L.D.S. Church will be contacted to discuss the possibility of a church site on one of the southern parcels. The subcommittee agreed to recommend that the City Council grant schematic plan approval.

**Bryson Garbett** of Garbett Homes said they were addressing the non-residential property on Shepard lane. The schematic plan included the following changes: additional work units were added to provide transition to the commercial area; additional open space was added which will

include a play ground and a swimming pool.

**David Hale** asked if progress was being made to the area south of the pond.

**Bryson Garbett** said Garbett Homes had offered to purchase three out of the four parcels but had not received any response from the property owners. The fourth property owner was not willing to sell.

**Youth City Council Member Rebecca Jensen** said the schematic plan looked good.

**Motion**

**David Hale** moved that the City Council approve the modified Schematic Plan for the northerly phase of the Farmington Crossing Development. **Rick Dutson** seconded the motion, which passed by unanimous vote.

**CONSIDERATION OF ORDINANCE REZONING PROPERTY LOCATED AT APPROXIMATELY 275 SOUTH 1100 WEST FROM "A" TO "AE" AND RELATED AGREEMENT - SYMPHONY HOMES (Agenda Item #6)**

**David Petersen** said the City Council tabled consideration of the rezoning at the last meeting until issues regarding maintenance and the looping of the culinary water line could be resolved. He displayed a schematic plan and said the developer would like the water line to be looped within the subdivision to 1100 West to Eagle Creek and to 475 South Street and then North to the subdivision through the Craig Johnson property but they do not own the adjacent property yet. The loop will have to be provided through Farmington Greens, Phase IV. The water lines and road access will be stubbed to the Johnson property for future development. He read the text that was added to paragraphs 2c and 2d of the Agreement, which provides water line looping and street access to 1525 West contingent on approval of the Army Core of Engineers and contingent on them purchasing property from Craig Johnson.

**David Hale** said he thought the developer would provide a road connection to 1525 West and would also have a line for the fire line.

**Max Forbush** said the City can not require the developer to provide the improvements since the developer does not own the adjacent property although they have an option to purchase the property. The approval of the Army Corp of Engineers would also be needed. The developer will make their best effort to loop the waterline to the north and south. The Agreement will be

<b>PUD Process</b>	
Farmington Crossing North	
	<u>Preliminary (PUD) Master Plan:</u>
	PC (Recommended/Approved 12-19-05)
	CC (Approved 1-18-06)
	<u>Final (PUD) Master Plan</u>
	PC (Approved 10-11-06)
	CC (Approved 11-21-06)
<b>Subdivision Process</b>	
Farmington Crossing North	
	<u>Schematic Plan:</u>
	PC (Recommended on 8-11-05 and 11-10-05)
	CC (Approved 10-5-05 and 11-16-05)
	<u>Preliminary Plat:</u>
	PC (Approved on 4-27-2006)
	<u>Final Plat</u>
	PC (Recommended on 10-11-06)
	CC (Approved on 11-21-06)

**Zimbra**

dpetersen@farmington.utah.gov

± Font Size ±

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## Statement Regarding Farmington Crossing North Phase 5

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**From :** Rich Welch <Rich@garbetthomes.com>

Fri, Jun 10, 2011 01:11 PM

**Subject :** Statement Regarding Farmington Crossing North Phase 5

**To :** David Petersen <dpetersen@farmington.utah.gov>

**Cc :** Bryson Garbett <Bryson@garbetthomes.com>, Noel Ballstaedt <Noel@garbetthomes.com>

David,

As you process our application for subdivision approval for Farmington Crossing North Phase 5, please be aware that we intend to make these last 93 units in our project available on a lease to own basis.

Thanks,

Rich Welch  
Garbett Homes  
801-580-2460

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CITY COUNCIL AGENDA

For Council Meeting:  
July 19, 2011

**S U B J E C T: Public Hearing: Miller Meadows Phase 3 Plat Amendment**

**ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. City Manager will give a report on this item.

**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



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: David E. Petersen, Community Development Director

Date: July 8, 2011

SUBJECT: **MILLER MEADOWS PHASE 3 PLAT AMENDMENT**

### RECOMMENDATION

Approve the enclosed Ordinance and Vacation Order amending the Miller Meadows Subdivision Phase 3, by vacating all of Lot 305, as recommended by the Planning Commission, whereby a subdivision plat may be created in the stead thereof, subject to the following:

1. The City must grant final approval to a future plat encompassing the area now constituting Lot 305 of the Miller Meadows Subdivision Phase 3.
2. The Ordinance and Vacation Order must be recorded immediately prior to the recordation of any such subdivision plat.

### BACKGROUND

The Ordinance and Vacation Order will be considered by the City at a public hearing on July 19, 2011. Prior to this, but on the same agenda, the City may approve an amendment to the overall Miller Meadows Master Development Plan/Schematic plan. If this occurs, the proposed plat amendment to Phase 3 is consistent with this action.

[Note: see enclosed Planning Commission staff report, June 16, 2011. The Commission approved the motion and recommended the findings set forth in the report].

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

## ORDINANCE NO. 2011 -

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AN ORDER VACATING AND AMENDING LOT 305 OF THE MILLER MEADOWS SUBDIVISION PHASE 3 AND DIRECTING THAT THE SAME BE RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE.**

**WHEREAS**, the City has previously received a petition from **West Glen Corporation**, fee owner, as shown on the last county assessment rolls, of land within the Miller Meadows Subdivision Phase 3, to have Lot 305 of such subdivision vacated in order to provide for the filing of the Miller Meadows Subdivision Phase 4; and

**WHEREAS**, the petition was signed by all owners of record of property within Lot 305 of the Miller Meadows Subdivision Phase 3 and a public hearing regarding the petition was held on July 19, 2011; and

**WHEREAS**, the City Council is satisfied that neither the public nor any person will be materially injured by the proposed vacation of and amendment of Lot 305 of the Miller Meadows Subdivision Phase 3; and

**WHEREAS**, the City Council desires to approve the vacation of and amendment to Lot 305 of the Miller Meadows Subdivision Phase 3.

**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 305 of the Miller Meadows Subdivision Phase 3 and hereby authorizes the Mayor to enter into a Vacation and Amendment 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 19<sup>th</sup> day of July, 2011.

**FARMINGTON CITY**

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

ATTEST:

\_\_\_\_\_  
Margy L. Lomax, City Recorder

**VACATION AND AMENDMENT ORDER NO. 2011 -**

A petition having been submitted in writing by **West Glen Corporation**, fee owner, as shown on the last county assessment rolls, of land within the Miller Meadows Subdivision Phase 3, being a portion of the Northeast 1/4 of Section 25 of Section 25, T3N, R1W, SLB&M, Farmington, Utah, as shown in the recorded plat of the Miller Meadows Subdivision Phase 3.

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 and amendment to Lot 305 of the Miller Meadows Subdivision Phase 3 and that there is good cause for vacating and amending the same.

NOW, THEREFORE, IT IS HEREBY ORDERED that Lot 305 of the Miller Meadows Subdivision Phase 3 previously filed in the office of the Davis County Recorder, State of Utah, on the 28<sup>th</sup> day of July, 2006, in Book 4085 of the official records, Page 512, Entry No. 2187932, be and the same is hereby vacated and amended pursuant to law to allow for the creation of a subdivision plat for the property to be recorded hereafter creating the Miller Meadows Subdivision Phase 4.

APPROVED AND ORDERED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, ON THIS 19<sup>th</sup> day of July, 2011.

FARMINGTON CITY

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

ATTEST:

\_\_\_\_\_  
Holly Gadd, City Recorder



Planning Commission Staff Report  
June 16, 2011

---

**Item 6: Miller Meadows Phase 3 Plat Amendment**

Public Hearing:	No
Application No.:	S-6-11
Property Address:	346 West 700 South
General Plan Designation:	AG (Agricultural Preservation)
Zoning Designation:	AE (Agricultural Estates)
Area:	4.02 acres
Number of Lots:	n/a
Property Owner:	West Glen Corporation
Agent:	Rainey Homes

Request: *Recommendation to amend the Miller Meadows Phase 3 Subdivision Plat by vacating all of Lot 305 and recording a subdivision plat in the place thereof consistent with an approved Master Plan.*

---

**Background Information**

In conjunction with a proposed amendment to the Master Development Plan for the Miller Meadows subdivision, the applicant and property owner are 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 3 of the Miller Meadows Conservation Subdivision as Requested.

**Findings for Approval:**

1. Elimination of a conversancy lot thereby removing and awkwardly configured estate lot doing away with weed conflicts and over encroachment of agriculture uses into a residential area.
2. The new plan provides greater access to the Legacy Parkway trail.

**Supplementary Information**

1. Existing Miller Meadows Phase 3 Plat.
2. Proposed Miller Meadows Master Development Plan showing the approximate location of Lot 305.

PREFIX  
08-401

LAST #  
0309

SCALE:  
1" = 100'

DEVELOPMENT: MILLER MEADOWS PH. 3

CITY: FARMINGTON LOTS: 301 THRU 309

NE 1/4 SEC. 25, T.3N, R.1W

S.L.M. DAVIS COUNTY, UTAH

FILE # 4498

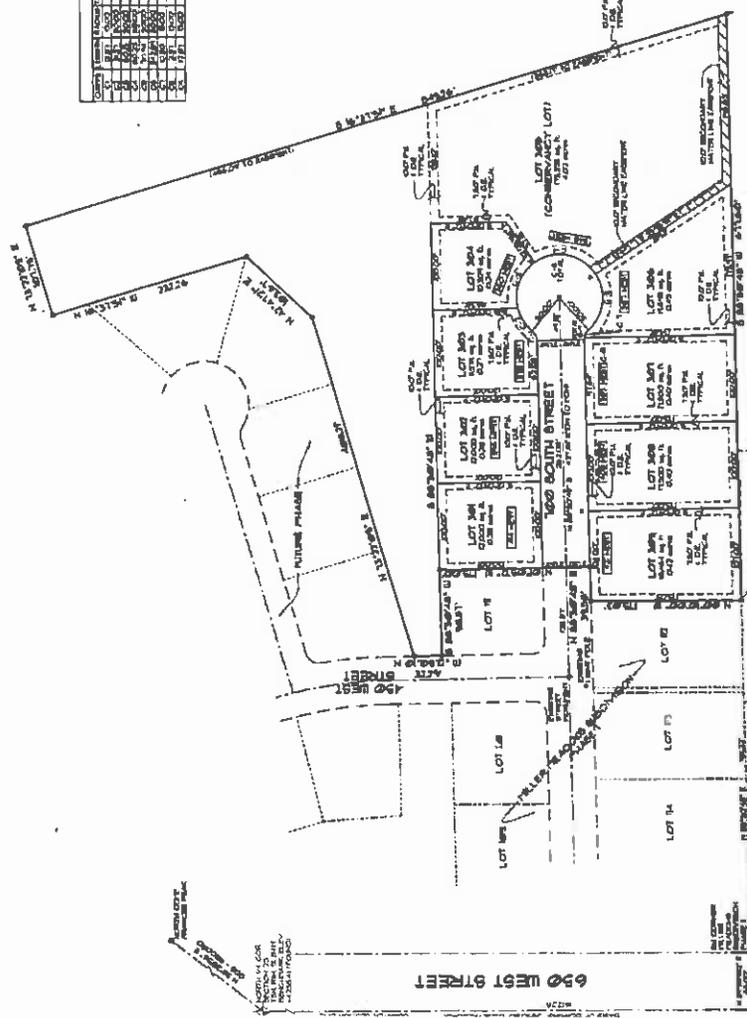
R 07-28-06

**MILLER MEADOWS SUBDIVISION PHASE 3**

LOCATED IN THE NORTHEAST QUARTER OF  
SECTION 25 TOWNSHIP 3 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
FARMINGTON CITY, DAVIS COUNTY, UTAH

**CURVE TABLE**

CHORD BEARING	CHORD LENGTH	ANGLE	DELTA
N 10° 00' 00" E	100.00	10.00	1.7363
N 80° 00' 00" E	100.00	80.00	17.3636
S 10° 00' 00" W	100.00	170.00	1.7363
S 80° 00' 00" W	100.00	280.00	17.3636
N 10° 00' 00" E	100.00	10.00	1.7363
N 80° 00' 00" E	100.00	80.00	17.3636
S 10° 00' 00" W	100.00	170.00	1.7363
S 80° 00' 00" W	100.00	280.00	17.3636



OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF FARMINGTON, UTAH, IN CONNECTION WITH THE DEVELOPMENT OF THIS PROJECT. THE CITY OF FARMINGTON, UTAH, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF FARMINGTON, UTAH, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF FARMINGTON, UTAH, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

LOT	OWNER	PID
301	William P. Lechner	0309
302	William P. Lechner	0309
303	William P. Lechner	0309
304	William P. Lechner	0309
305	William P. Lechner	0309
306	William P. Lechner	0309
307	William P. Lechner	0309
308	William P. Lechner	0309
309	William P. Lechner	0309





## CITY COUNCIL AGENDA

For Council Meeting:  
July 19, 2011

**S U B J E C T: Public Hearing: Fruit Heights Boundary Line Adjustment**

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. Approve the enclosed ordinance adjusting the common boundary lines between Farmington City and Fruit Heights City.

### **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



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: David E. Petersen, Community Development Director

Date: July 8, 2011

SUBJECT: **FRUIT HEIGHTS BOUNDARY ADJUSTMENT**

### RECOMMENDATION

Approve the enclosed ordinance adjusting the common boundary lines between Farmington City and Fruit Heights City as set forth therein.

### BACKGROUND

On June 7, 2011, the City adopted a resolution initiating proceedings to adjust the common boundary lines between Farmington City and Fruit Heights City as requested by John Aoki, Stephen K. Halford, and Randy Shipley owners of Lots 57, 58, and 59 of the Somerset Farms PUD who desire to adjust their common property lines with Jeremy Chiles owner of Lot 16 of the Deer Crest At Hidden Meadows subdivision in Fruit Heights. Since that time appropriate notices have been posted and the matter is now ready for final consideration by the City Council.

If approved, the ordinance will resolve a boundary location issue whereby the owners in Farmington first improved their properties to an existing fence line in accordance with an old survey; and later the property owner in Fruit Heights followed a different survey which shows that the property line is some 7 to 8 feet west of the old fence. The property owners desire to reconcile their property lines to the older survey (see enclosed petition). The area encompassing the boundary adjustment is approximately .03 acres and it appears that the existing Chiles .38 acre property will meet the minimum lot size, and other requirements, of the R-S-12 zone in Fruit Heights (12,000 sf or .28 acres) if the property line adjustment is approved.

Farmington City and Fruit Heights City will consider similar ordinances on July 19, 2011; and thereafter record these ordinances effectuating the boundary adjustment between the municipalities.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADJUSTING A PORTION OF THE EXISTING COMMON BOUNDARY LINE BETWEEN FARMINGTON CITY AND FRUIT HEIGHTS CITY.**

**WHEREAS**, the Farmington City Council has previously passed Resolution No. 2011-11 stating its intent to adjust a portion of the common boundary line presently existing between Farmington City and Fruit Heights City; and

**WHEREAS**, the Farmington City Council has held a public hearing on the proposed boundary adjustment pursuant to notice as required by law; and

**WHEREAS**, the Farmington City Council has received no protests from owners of private property or registered voters residing within the affected area to be adjusted; and

**WHEREAS**, the City Council has authority to adjust the common boundary line of the City pursuant to Section 10-2-419 of the *Utah Code Ann.* 1953, as amended.

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

**Section 1. Adjustment of Portion of Common Boundary.** A portion of the common boundary line presently existing between Fruit Heights City and Farmington City is hereby adjusted by deleting certain territory from Fruit Heights City to Farmington City. The affected area is located in Davis County, State of Utah and is more particularly described as follows:

Areas deleted from Fruit Heights City and added to Farmington City

A portion of Lot 16 of the Deer Crest at Hidden Springs subdivision, Fruit Heights, Utah, abutting the westerly property line approximately 158.34 feet in length and 7.23 to 8.81 feet in width, which legal description will be more particularly described in a possible future ordinance related thereto. Contains approximately 1,263.1 square feet.

**Section 2. Zoning.** Be it further ordained and declared that the territory added to Farmington City described in Sections 1 is hereby zoned, "R-F," and that the Farmington city Zoning Map is hereby correspondingly amended.

**Section 3. Notices and Certificates.** Within thirty (30) days after the adoption of this Ordinance, the city Council shall send a copy of the same to each affected entity and record a certified copy of this Ordinance in the office of the Davis County Recorder together with a plat or map prepared by a licensed surveyor and approved by the City Council showing the new boundaries of the affected areas, and the City Council shall file with the Lieutenant Governor of the State of Utah written notice of the adoption of this boundary adjustment Ordinance together with a copy of this Ordinance. Within forty-five (45) days of adoption of this Ordinance, the City Council shall file written notice of

the boundary adjustment with Utah State Tax Commission together with a copy of this Ordinance and a map or plat that delineates a metes and bounds description of the area affected and evidence that the information has been recorded by the Davis County Recorder and a certification by the City Council that all necessary legal requirements relating to the boundary change have been completed. The boundary adjustment shall be deemed complete and effective as of the date of the Lieutenant governor's issuance of a certificate of annexation.

**Section 4. Severability.** If any section, 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 sections, parts and provisions of this Ordinance shall be severable.

**Section 5. Effective Date.** This Ordinance shall become effective upon satisfaction of all conditions stated herein and when each municipality involved in the boundary adjustment has adopted a boundary line adjustment ordinance in accordance with the provisions of Section

10-2-419 of the *Utah code Ann.* 1953, as amended. The Davis County Recorder is hereby requested to record this Ordinance in the records of the Davis County Recorder's Office for no fee and to return the same to Farmington City for filing when recorded.

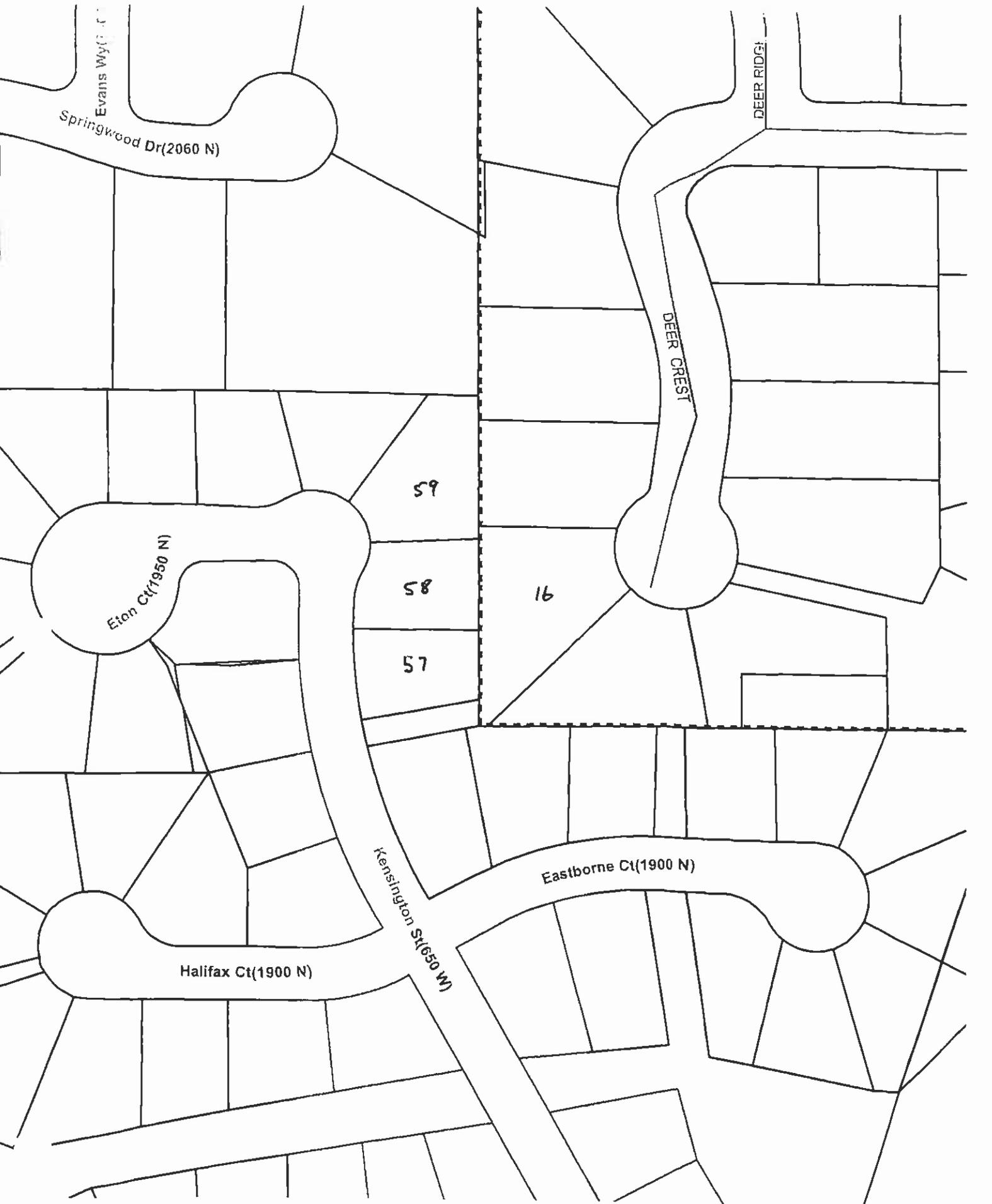
**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON STATE OF UTAH, THIS \_\_\_\_ DAY JULY, 2011**

**FARMINGTON**

ATTEST:

\_\_\_\_\_

By:\_\_\_\_\_



Evans Wy(100 N)  
Springwood Dr(2060 N)

Eton Ct(1950 N)

Halifax Ct(1900 N)

Kensington St(650 W)

Eastborne Ct(1900 N)

DEER RIDGE

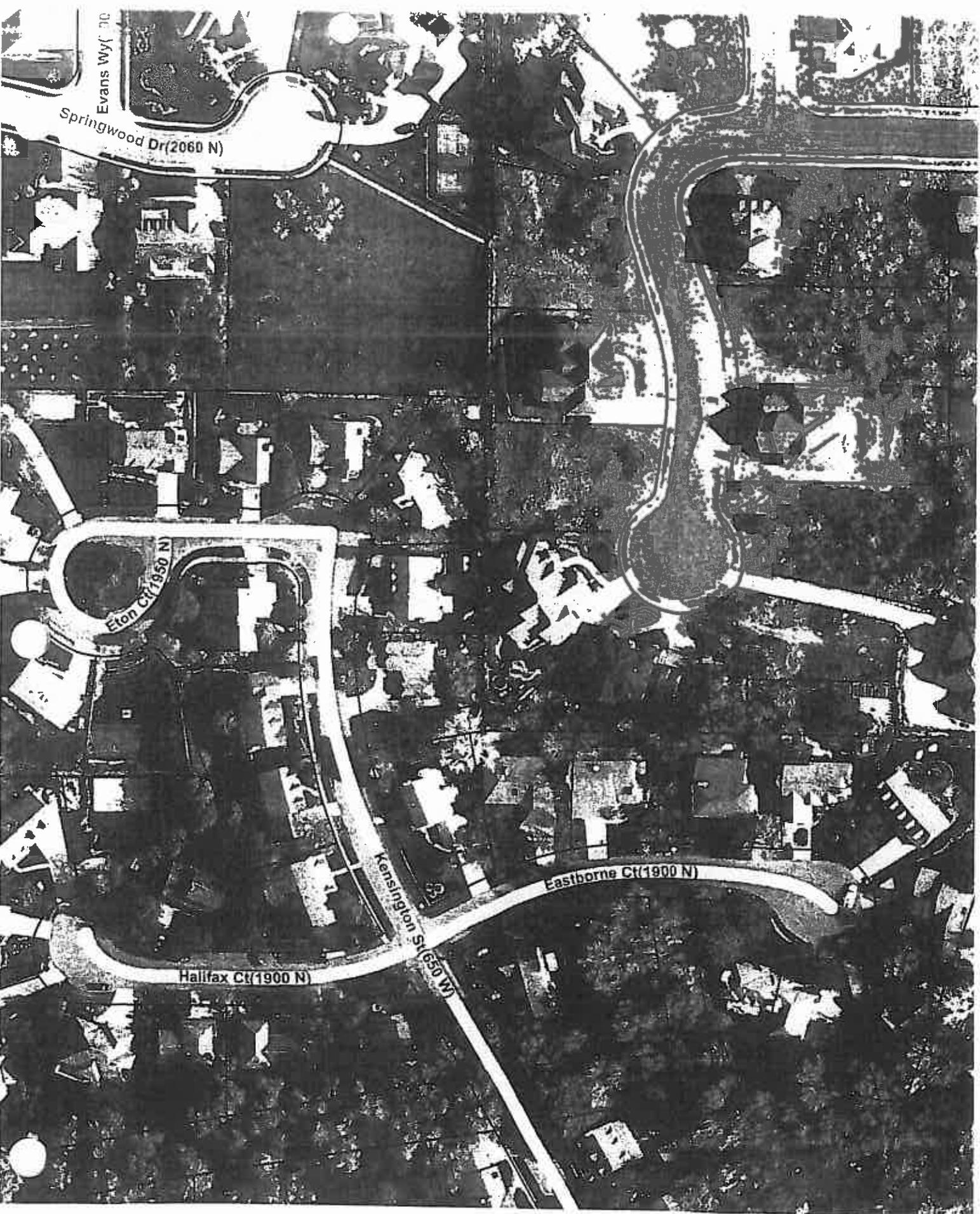
DEER CREST

59

58

57

16



Evans Wy( 00)

Springwood Dr(2060 N)

Eton Ct(1950 N)

Kensington St(650 W)

Halifax Ct(1900 N)

Eastborne Ct(1900 N)

March 16, 2011

Farmington City and  
Fruit Heights City

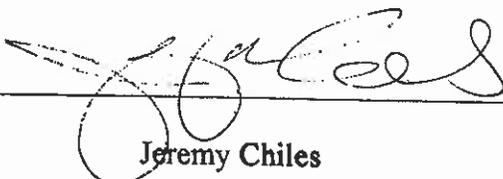
To Whom It May Concern:

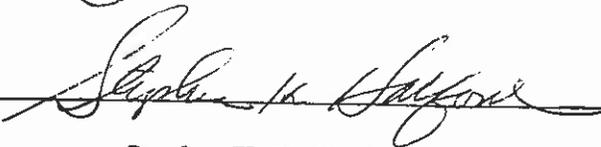
We the undersigned, being mutually agreed, request a boundary change involving the back yard boundaries of our residential lots and the city boundary between the two cities.

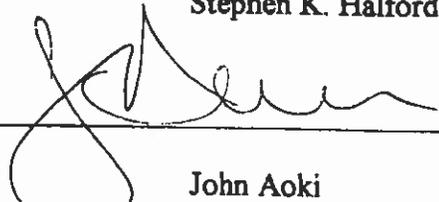
Fencing and landscaping exists along the original fence line placed in accordance with a survey prepared more than 50 years ago. A satellite survey prepared for Hawkins Development in 2006 shows the old fence line to have been in error. However, as a result of the previous owners of the Hawkins Development land and the current owners of the respective lots in the Somerset Farm Development having used the old boundary line as the correct one for more than 25 years, and not desiring to disturb fencing and landscaping, we request the city and development boundary lines be recorded as used in the older survey.

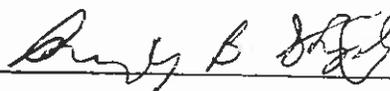
Attached is a drawing showing the discrepancy and the placement of the requested boundary line between the cities and the respective residential lots.

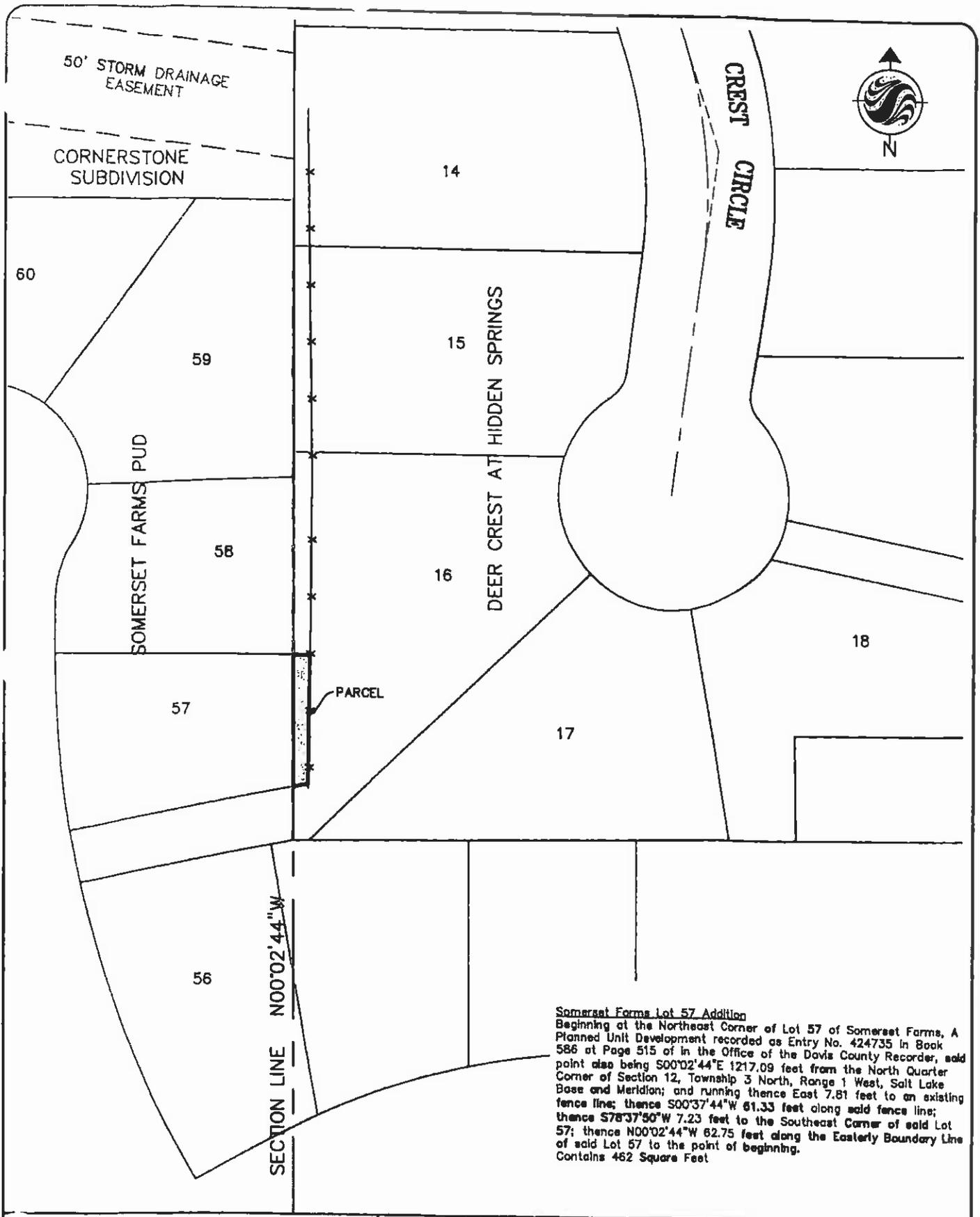
Respectfully,

  
\_\_\_\_\_  
Date 3-27-2011  
Jeremy Chiles

  
\_\_\_\_\_  
Date 03-27-2011  
Stephen K. Halford

  
\_\_\_\_\_  
Date 03-27-2011  
John Aoki

  
\_\_\_\_\_  
Date 3/27/2011  
Randy Shipley



**Somerset Farms Lot 57 Addition**  
 Beginning at the Northeast Corner of Lot 57 of Somerset Farms, A Planned Unit Development recorded as Entry No. 424735 in Book 586 at Page 515 of in the Office of the Davis County Recorder, sold point also being S00°02'44"E 1217.09 feet from the North Quarter Corner of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence East 7.81 feet to an existing fence line; thence S00°37'44"W 61.33 feet along said fence line; thence S78°37'50"W 7.23 feet to the Southeast Corner of said Lot 57; thence N00°02'44"W 62.75 feet along the Easterly Boundary Line of said Lot 57 to the point of beginning. Contains 462 Square Feet

**HAWKINS HOMES**  
**DEER CREST AT HIDDEN SPRINGS**  
**SOMERSET FARMS PUD**  
**ADDITIONAL PARCEL EXHIBIT**  
**LOT 57**



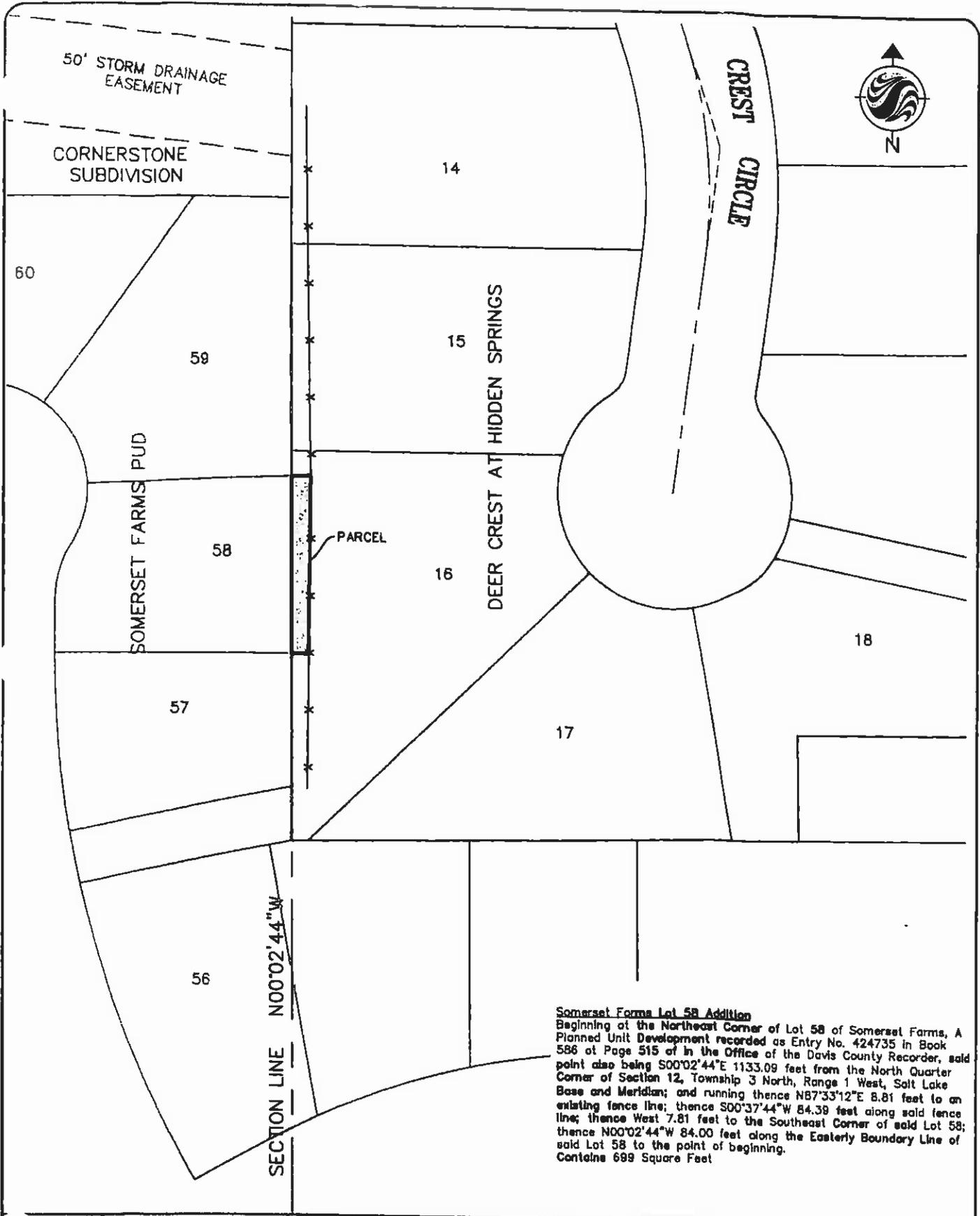
**Startec**

Startec Consulting Inc.  
 3995 S 700 E Ste. 300  
 Salt Lake City, UT  
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**Somerset Farms Lot 58 Addition**

Beginning at the Northeast Corner of Lot 58 of Somerset Farms, A Planned Unit Development recorded as Entry No. 424735 in Book 586 of Page 515 of in the Office of the Davis County Recorder, said point also being S00°02'44"E 1133.09 feet from the North Quarter Corner of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence N87°33'12"E 8.81 feet to an existing fence line; thence S00°37'44"W 84.39 feet along said fence line; thence West 7.81 feet to the Southeast Corner of said Lot 58; thence N00°02'44"W 84.00 feet along the Easterly Boundary Line of said Lot 58 to the point of beginning. Contains 699 Square Feet

**HAWKINS HOMES**  
**DEER CREST AT HIDDEN SPRINGS**  
**SOMERSET FARMS PUD**  
**ADDITIONAL PARCEL EXHIBIT**  
**LOT 58**



**Stantec**

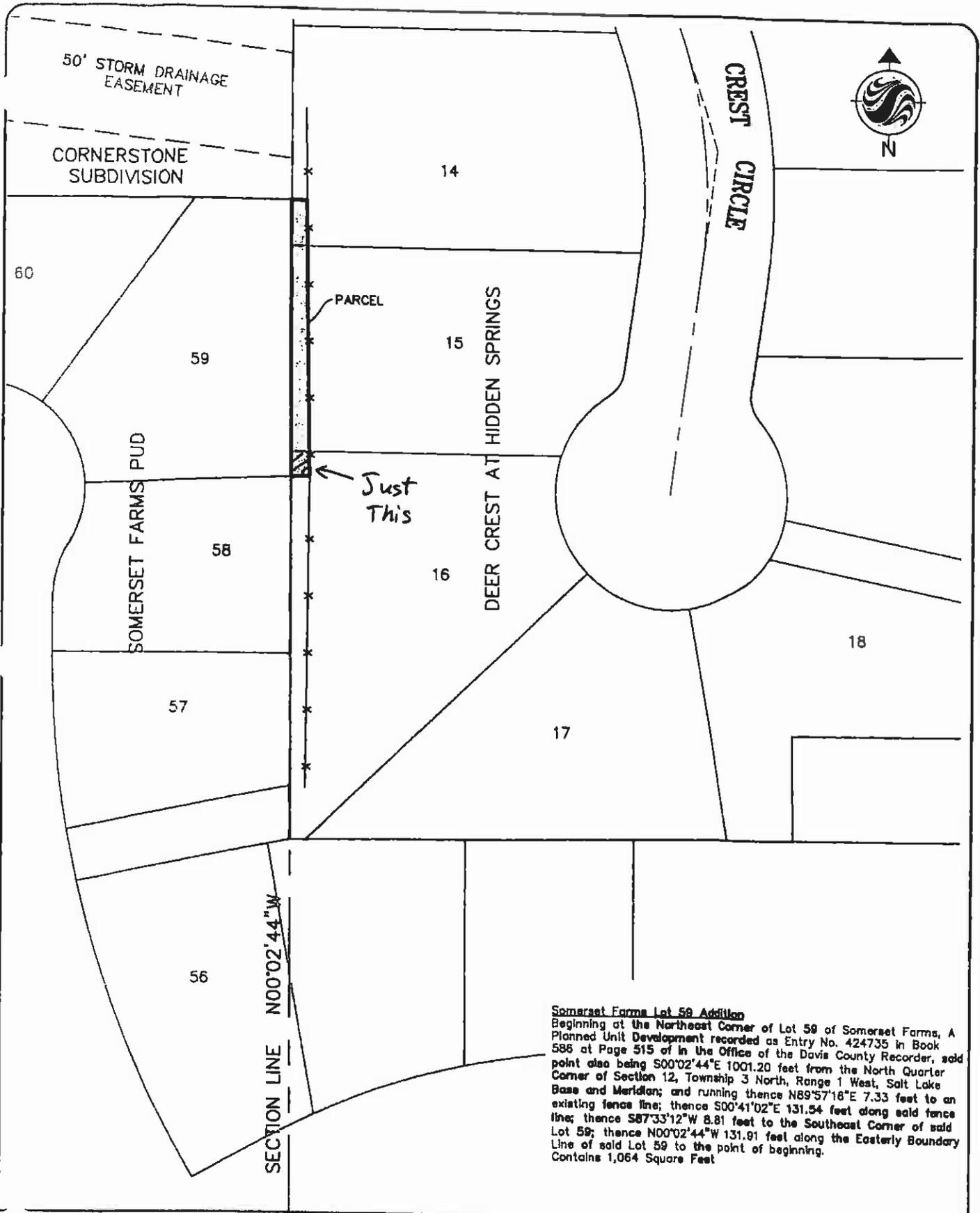
Stantec Consulting Inc.  
 3995 S 700 E Ste. 300  
 Salt Lake City, UT  
 84107-2540  
 Tel. 801.281.0000  
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**Somerset Farms Lot 59 Addition**  
 Beginning at the Northeast Corner of Lot 59 of Somerset Farms, A Planned Unit Development recorded as Entry No. 424735 in Book 586 at Page 515 of in the Office of the Davis County Recorder, said point also being S00°02'44"E 1001.20 feet from the North Quarter Corner of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence N89°57'18"E 7.33 feet to an existing fence line; thence S00°41'02"E 131.54 feet along said fence line; thence S87°33'12"W 8.81 feet to the Southeast Corner of said Lot 59; thence N00°02'44"W 131.91 feet along the Easterly Boundary Line of said Lot 59 to the point of beginning. Contains 1,064 Square Feet

**HAWKINS HOMES**  
**DEER CREST AT HIDDEN SPRINGS**  
**SOMERSET FARMS PUD**  
**ADDITIONAL PARCEL EXHIBIT**  
**LOT 59**



Stantec Consulting Inc.  
 3925 S 700 E Ste. 300  
 Salt Lake City, UT  
 84107-2540  
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 Fax. 801.281.1671  
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COMPANIES & SOA  
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CITY COUNCIL AGENDA

For Council Meeting:  
July 19, 2011

**S U B J E C T: Farmington Crossing North Final (PUD) Master Plan**

**ACTION TO BE CONSIDERED:**

See enclosed staff report for recommendation.

**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



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: David E. Petersen, Community Development Director

Date: July 12, 2011

SUBJECT: **FARMINGTON CROSSING NORTH FINAL (PUD) MASTER PLAN**

### RECOMMENDATION

Based on a previous agenda item/public hearing regarding schematic plan approval for Farmington Crossing North Phase 5, the City Council may desire to amend a condition, or conditions of approval, of their previous recommendation/approval on November 21, 2006, of the Final (PUD) Master Plan as set forth in the enclosed minutes, but specific to Phase 5 only.

### BACKGROUND

Any amendment to the Schematic Plan should be consistent with the Final (PUD) Master Plan, and conditions related thereto. This will ensure and remind city staff and the applicant that any subsequent re-approvals of the preliminary plat and/or final plat are consistent with the Master Plan.

### Supplemental Information:

1. Existing Final (PUD) Master Plan showing the area for Phase 5 (building elevations and other information may be presented by the applicant at the meeting)
2. City Council Minutes, November 21, 2006.

### Applicable Ordinance

Title 11, Chapter 27 – Planned Unit Development (PUD)

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

# FARMINGTON CITY COUNCIL MEETING

Tuesday, November 21, 2006

## CITY COUNCIL WORK SESSION/EAST CONFERENCE ROOM

*PRESENT:* Mayor Scott C. Harbertson, Council Members Richard Dutson, David Hale, Larry W. Haugen, Paula A. Alder, Sidney C. Young, Jody Burnett, Attorney for Farmington City, Leslie Van Frank and Andy Bilsnzich, from Reagan Advertising, and City Recorder Margy Lomax. City Manager Max Forbush was excused.

At 5:30 p.m. the City Council attended the Planning Commission public hearing which was being held in the Multi-Purpose Room. CenterCal Properties, LLC, is requesting a recommendation for Project Master Plan approval for the proposed Station Park mixed use development consisting of 97.89 acres located west of I-15, east of Park Lane, and north of Clark Lane.

At 6:00 p.m. the City Council met in their work session in the East Conference Room to discuss items as listed on their agenda.

Mayor Harbertson opened the work session stating he was glad they were able to attend part of the Planning Commission meeting to get a sense of what CenterCal is proposing. He believes it is going to be a fantastic development. The developer is not sparing any expenses. He stated he has enough confidence and trust the developer will be able to move the project along. He informed the Council there is a possibility a special City Council will need to be held in December to help accommodate the developer's timetable. The following agenda items were then reviewed:

### Reagan Billboard Issue - Agenda Item #5

Reagan Advertising is appealing the Planning Commission's decision on the height of their billboard. The Mayor said that a lot of work had been done to come to a resolution between the City and Reagan Advertising.

Jody Burnett, the attorney representing the City in the matter, discussed different parts of the proposed agreement focusing in particular on paragraphs 2, 3, and 7. The billboard will be a "V" configuration with the dimensions of 14' x 48'. The visibility of the sign is of concern due to a large Russian olive tree. There is a detention basin located next to where the billboard will be located. It is agreed the City will use its best efforts to keep the detention basin free from vegetation to help ensure visibility of the sign.

### Agenda Item #6 -Garbett Homes - Farmington Crossing North Subdivision/Final PUD Master Plan Approval/Approval of Amendment #1 to the Development Agreement

Discussion was held regarding issues related to the Farmington Crossing North Subdivision to the overall development. The City Council is very concerned with the units being

rented and not owner-occupied. They want to ensure there is language in the development's CC&R's to restrict the rental of units.

Several Council Members relayed negative opinions they had heard from citizens regarding the development, such as the color of the units and the density. The possibility of talking to the developer to see if more subtle colors could be used was brought up. Other issues discussed were: the parking issue - not enough room for vehicles; storm drainage - the development's need for an area to hold 7 acre feet of storm water detention; re-surfacing the road in the subdivision; property in the development designated for an LDS Church "Stake Center" building; and the plans for the pond located in the development. The liability of having a public fishing pond is an issue that Davis County is not willing to accept which makes the fishing pond idea difficult for the developer to move forward with.

**Requested Use of City Hall for Holidays**

The City Manager and David Hale had discussed this issue previously. Mr. Hale will present it during the regular meeting.

**Authorization to Recruit for Assistant City Planner**

City Council Personnel Committee Members Sid Young and Dave Hale had met and will make a recommendation to hire an assistant City Planner.

**Minute Motion Approving Summary Action List**

- **Approval of 2007 Animal Control Services Agreement with Davis County**

Council Member David Hale questioned if anything had been done regarding the re-writing of the Animal Control ordinance to include provisions for dangerous animals. The City Attorney had contacted Davis County to see if it had been done and they had thought the City was going to prepare it, so there had been no progress.

**REGULAR CITY COUNCIL/CITY CHAMBERS/CALL TO ORDER**

**PRESENT:** Mayor Scott C. Harbertson, Council Members Richard Dutson, David Hale, Larry W. Haugen, Paula A. Alder, Sidney C. Young, City Planner David Petersen, City Recorder Margy Lomax, and Recording Secretary Jill Hedberg. City Manager Max Forbush was excused.

Mayor Harbertson called the meeting to order at 7:00 P.M. Margy Lomax offered the invocation. The Pledge of Allegiance was led by Sid Young.

**APPROVAL OF MINUTES OF PREVIOUS MEETING**

Sid Young moved to approve the minutes of the November 7, 2006, City Council Meeting. Larry Haugen seconded the motion. The voting was unanimous in the affirmative.

Rick Dutson moved to approve the minutes of the November 9, 2006, Special City Council Meeting. David Hale seconded the motion. The voting was unanimous in the affirmative.

**RECOGNITION OF CHADLEY ANDERSON FOR SERVICE ON CITY'S ART COUNCIL (Agenda Item #3)**

Mayor Harbertson and Viola McKinney presented Chadley Anderson an award for her service on the City's Arts Council.

**REPORT OF PLANNING COMMISSION (Agenda Item #4)**

Mayor Harbertson reported proceedings of the Planning Commission meeting held November 8, 2006. He covered the following items:

- The Planning Commission granted preliminary plat approval for the Willow Creek Subdivision consisting of 5 lots on 2.215 acres located on the northeast corner of Lund Lane and the Frontage in an LR zone.
- The Planning Commission tabled consideration of Charlie Hunsaker's request for conditional use and site plan approval to construct and operate a gas station on the northwest corner of Park Lane and Lagoon Drive in a CMU zone.
- The Planning Commission tabled consideration of a recommendation to enact a new chapter of the Zoning Ordinance titled "Urban Forestry Ordinance".
- The Planning Commission tabled consideration of CenterCal Properties LLC's request for a recommendation to amend sections of Chapter 18 of the Zoning Ordinance regarding Transportation Oriented Development zones.

**PUBLIC HEARING: (CONTINUED FROM NOVEMBER 9, 2006) CONSIDERATION OF APPEAL OF A PLANNING COMMISSION'S DECISION REGARDING CERTAIN CONDITIONS OF APPROVAL FOR A SPECIAL EXCEPTION TO ESTABLISH A BILLBOARD ADJACENT TO THE EAST SIDE OF THE I-15 FRONTAGE ROAD/LAGOON DRIVE AT APPROXIMATELY 300 SOUTH IN A BP ZONE/CONSIDERATION OF SETTLEMENT AGREEMENT ON CONDITIONS OF SPECIAL EXCEPTION FOR SIGN RELOCATION - REAGAN OUTDOOR ADVERTISING (Agenda Item #5)**

**Jody Burnett** reviewed the history of the application and explained that Reagan Outdoor Advertising was appealing the Planning Commission's decision regarding the sign height. Reagan Outdoor Advertising has agreed to enter into an agreement which will resolve the issue by allowing the appellant to establish a V-shaped billboard with each face measuring 14' x 48'. The lighting will be directed solely on the face of the sign. He recommended that the City Council approve the agreement since it addresses the concerns of both parties.

**Public Hearing**

**Mayor Harbertson** opened the meeting to a public hearing and invited the appellant to address the Council.

**Leslie VanFrank (Legal Counsel for Reagan Outdoor Advertising)** expressed appreciation to the City officials and staff for their efforts to resolve the issue.

**Public Hearing Closed**

With no further comments, **Mayor Harbertson** closed the public hearing.

Members of the City Council expressed appreciation to Reagan Outdoor Advertising, as well as to the City's legal counsel and other City staff for their efforts to reach a compromise.

**Motion**

**David Hale** moved that the City Council approve the agreement, including Exhibits A, B, C, and authorizing the Mayor to sign the same for and in behalf of the City. **Rick Dutson** seconded the motion, which passed by unanimous vote.

**REQUEST FOR FINAL PLAT APPROVAL FOR THE FARMINGTON CROSSING NORTH/FINAL PUD MASTER PLAN APPROVAL/APPROVAL OF AMENDMENT #1 TO DEVELOPMENT AGREEMENT - GARBETT HOMES (Agenda Item #6)**

**David Petersen** said after attending a meeting with Garbett Homes representatives, City staff, Mayor Harbertson, and David Hale, it appears that issues regarding the CC&Rs and the prohibition of rental units have been resolved. He reviewed the changes that were suggested by Garbett Homes to the "Amendment No. 1 to Agreement".

**David Hale** suggested that the developer be required to construct the Relocated Access within a certain time period.

The Council discussed the suggestion with the developer, who agreed to have commence construction of the U.S. 89 access within 270 days following receipt of final approval by the City,

UDOT and Davis County for the location and final construction and engineering plans for said access.

The Council then discussed the following points relating to the Agreement:

- Paragraph 4.B: The City Council and Noel Ballstaedt agreed that Garbett Homes will participate in resurfacing Shepard Creek Parkway, but the actual amount will be determined in the future. In any event, Garbett's share will not exceed 50% of the cost of improvements.
- Noel Ballstaedt and the City Council agreed to exclude the church site and Phase 1B from the Agreement.
- Paragraph 5: The developer will also be required to provide street striping regarding roundabout improvements at the south end of the Parkway.
- Paragraph 6: The City Engineer recommended that the original language be used in the Agreement.

Paul Hirst said the City has indicated that they need an additional 7 acre feet of storm water detention area is needed for the project. Once the developer has provided the additional storage, Garbett Homes will have done their part to contribute to the overall drainage for the area.

Noel Ballstaedt said he is not opposed to striking the entire sentence.

Paul Hirst recommended deleting the words "City Engineer" and "7 acre feet" from the paragraph.

- Paragraph 8: Noel Ballstaedt stated that they are requesting the same amount of time to complete the trail as they had in the original Trail Agreement, which is 2 years from the signing of the Agreement.

David Petersen said City staff recommends that the City Council follow the Planning Commission's recommendation and conditions. He reviewed their recommendation which was included in a letter from Mr. Petersen to Mr. Ballstaedt dated October 17, 2006.

Noel Ballstaedt asked that the last sentence of Condition #5e read as follows:

*"The CC&Rs shall be in substantially the same form as those provided to the Planning Commission with the recommendation that subsection 7(a)(3) in the recommended CC&Rs provided by Garbett Homes be stricken and that the requirement that the owner/occupied*

*reference shall mean and refer to a lot occupied by one of the following: the owner of record or the owner of record and/or his spouse, children, parents, and/or trust."*

The City Council agreed to amend the language, as suggested.

As requested by **David Hale**, **Noel Ballstaedt** agreed to provide a copy of the CC&Rs (which include the "grandfather clause") to the City Council, as well as City staff.

In response to a question by **Council Member Hale**, **Noel Ballstaedt** said **Garbett Homes** would have liked to have improved the pond to be used for fishing, but the County was opposed to the idea since it would create a liability. The County would not be opposed to the idea if the City were willing to take over the responsibility of the pond. **Garbett Homes** would be willing to contribute to the improvement of the pond (such as providing a dock, trail, and stocking it with fish) if the City were to assume the liability.

**Mayor Harbertson** suggested that the City seek the advice of their legal counsel to determine whether it would be in the City's best interest to be responsible for the pond.

**Noel Ballstaedt** displayed renderings and asked for the Council's input regarding the proposed exterior colors for the northerly phase.

The City Council members indicated that the colors may be too bold and may be drawing attention to the density of the development.

**Rick Dutson** asked if the rendering portrayed a three-story building.

**Mr. Ballstaedt** indicated that there are three-story elements but all of the buildings are fire-sprinkled. He said the buildings are not three-stories.

**Rick Dutson** said the Courtyard interior buildings do include three floors since there are two levels on top of a garage.

**Mr. Ballstaedt** acknowledged that half of the units in that phase have three stories.

**David Hale** said the City's Fire Sprinkler Ordinance is not written as they would like it to be. The Fire Chief does not have an adequate ladder to fight a 3-story fire.

**Noel Ballstaedt** said the Fire Marshall reviewed and approved the plans. He said this phase includes three-story elements but the entire building is not three-stories. Their architect feels the three-story element is essential to add character to the building.

**David Hale** said the City is concerned about the safety of the citizens, not the appearance of the building.

When asked **David Petersen** said he did not know whether the Fire Chief had seen the three-story elevations.

A Garbett Homes representative said the Fire Chief visited the development several months ago. He seemed pleased with the northerly phase. He has not received any negative feedback from the Fire Chief.

**Rick Dutson** suggested that a condition be added stating that the approval is subject to the Fire Chief reviewing and approving the three-story structures.

**Mayor Harbertson** expressed concern that the Council was led to believe that there are no three-story dwellings in this phase. He agreed that the Fire Chief should review the plans prior to approval being given.

**Noel Ballstaedt** said Garbett Homes will not build that building style again since it is too high and is expensive to build. He said he is accepting of the proposed condition.

#### Motion

**Sid Young** moved that the City Council approve the final plat for the Farmington Crossing North subdivision. **David Hale** seconded the motion, which passed by unanimous vote.

#### Motion

**Sid Young** moved that the City Council approve the Final PUD Master Plan, which shall include the changes that were discussed by the Council, and shall be subject all applicable Farmington City development standards and ordinances and the following:

1. Condominium plats must be approved by the Planning Commission and the City Council for the development as descriptions are prepared for individual units (Note the developers have prepared a "final plat" for consideration by the City which divides the property into three parcels and two lots in preparation for more detailed condominium plats, the development of an LDS Church, and future commercial development);
2. Demonstrate to the satisfaction of the City that all units will be "for sale" or "owner-occupied" dwelling units. (Rental dwelling units shall not be allowed.) Submit any proposed restrictions for such to be reviewed by the City Attorney;

3. Submit CC&Rs for review by Farmington City;
4. Obtain a flood control permit from Davis County;
5. Comply with all conditions of preliminary plat approval including:
  - a. Applicant must comply with all conditions of preliminary development plan approval for the PUD including Ordinance 2006-06.
  - b. All final improvements drawings related to the PUD must be reviewed and approved by the City Engineer, Public Works Department, Planning Department, Fire Department, Central Davis Sewer District, Weber Basin Water Conservancy District, Davis County Flood Control/Public Works, and Utah Department of Transportation (UDOT). The final improvement drawings shall include, but not be limited to, plans for a "right-in/right-out" ingress and egress from the development onto the UDOT collector distributor road adjacent to US 89, and a grading and drainage plan and a storm water management plan for the project.
  - c. Off site (or on-site if necessary) drainage facilities, including among other things, the size and location of a detention basin, must be reviewed and approved by the City Engineer and Davis County Flood Control.
  - d. The applicant shall obtain off-site easements, if necessary, for the perimeter trail (NOTE: apparently a portion of the trail is on adjacent property owned by Maverick).
  - e. A section shall be added to the Farmington Crossing CC&Rs for City review regarding owner-occupancy issues on the northern and southern phases. Thereby eliminating or drastically reducing the number of rentals that may occur in the project. The CC&Rs shall be in substantially the same form as those provided to the Planning Commission with the recommendation that subsection 7(a)(3) in the recommended CC&Rs provided by Garbett Homes be stricken and that the requirement that the owner/occupied reference shall mean and refer to a lot occupied by one of the following: the owner of record or the owner of record and/or his spouse, children, parents, and/or trust.
6. Plans must be reviewed and approved by UDOT for the proposed right-in and right-out on US 89 collector distributor road and the applicant must provide written verification of such from UDOT. Such ingress and egress shall be constructed concurrently with the condominiums. The applicant may, however, construct this access with the development of the church site upon receiving a recommendation

from the City Engineer (especially with regard to traffic circulation) and posting a bond acceptable to the City to ensure the same.

7. The applicant must prepare plans to be approved by the City for round-about improvements at the south end of Shepard Creek Parkway and post a bond acceptable to the City to ensure the construction thereof prior to the recordation of the final plat. These plans must be implemented concurrently with the construction of the condominiums.
8. The developer must re-pave (or improve), to the satisfaction of the City, Shepard Creek Parkway upon completion of the project. In order to fulfill this requirement, the developer may meet with the City officials to decide what is fair regarding participation in construction of the improvements. The cost of such improvements must be part of the overall bond for the project and in no event shall the Developer pay for more than 50% of such improvements.
9. No detention basin shall be provided on the land designated for a future church site.
10. The applicant must comply with all conditions of schematic plan approval, and Preliminary (PUD) Master Plan and preliminary plat approval.
11. The applicant must comply with all existing development agreements, including but not limited to agreements for the trail.
12. All landscaping for the project must be completed and/or bonded in a manner acceptable to the City, prior to final occupancy of any buildings.
13. The Fire Chief must review and approve the three-stories for the northerly phase.

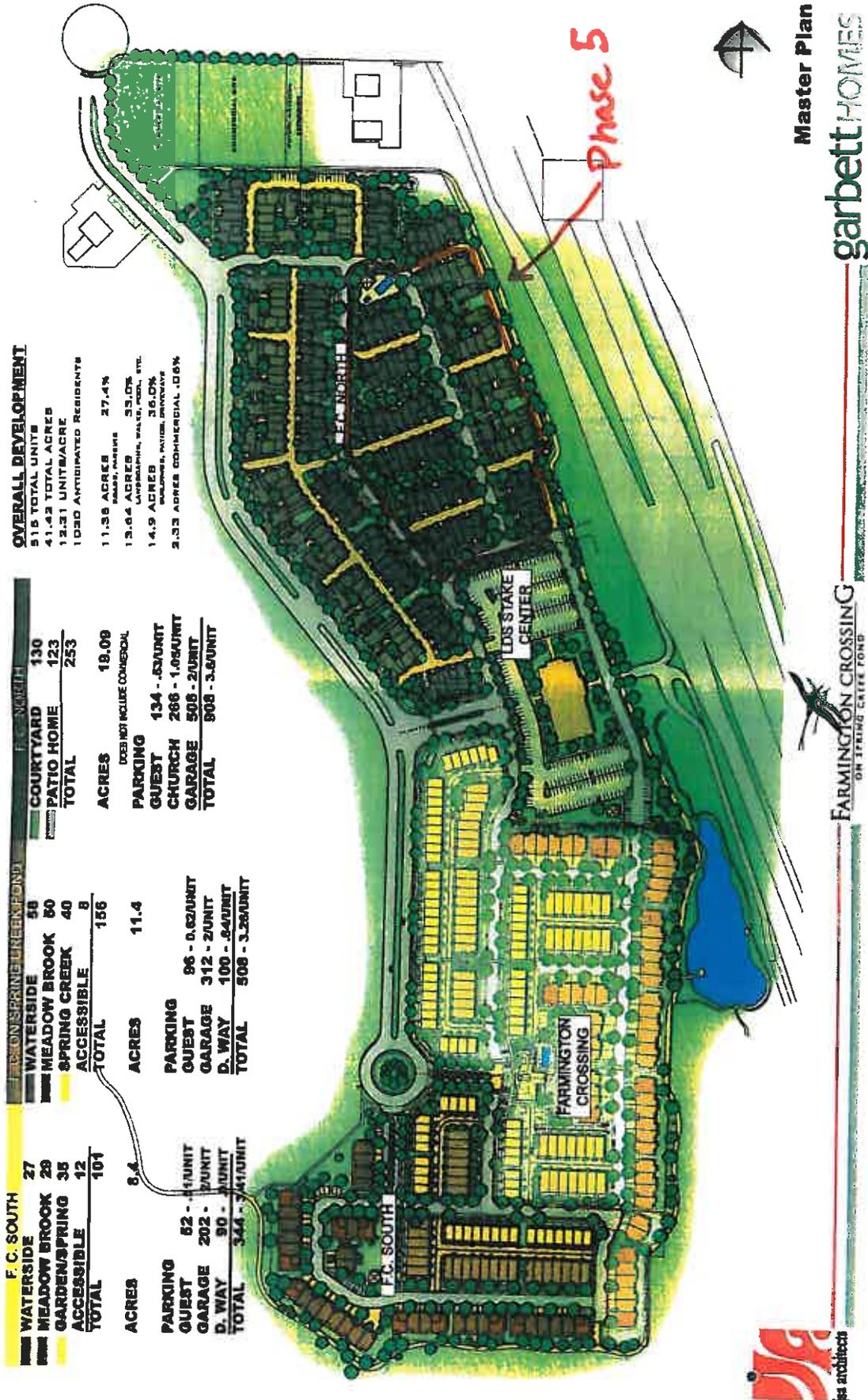
Larry Haugen seconded the motion, which passed by unanimous vote.

### Motion

David Hale moved that the City Council approve the Amendment #1 to the Development Agreement to include the changes discussed by City staff and the developer. Rick Dutson seconded the motion, which passed by unanimous vote.

### REQUEST FOR FINAL PLAT APPROVAL FOR "CHESTNUT FARMS" SUBDIVISION - SYMPHONY HOMES (Agenda Item #7)

David Petersen said the issues relating to the detention basin were resolved. The basin was included in the final plat. He read a letter that was submitted to the City by Central Davis Sewer



**OVERALL DEVELOPMENT**  
 515 TOTAL UNITS  
 41.43 TOTAL ACRES  
 12.31 UNITS/ACRE  
 1030 ANTICIPATED RESIDENTS  
 11.38 ACRES  
 13.64 ACRES  
 14.9 ACRES  
 2.33 ACRES COMMERCIAL .06%



Master Plan

garbett HOMES

FARMINGTON CROSSING  
 ON SPRING CREEK POND



CITY COUNCIL AGENDA

For Council Meeting:  
July 19, 2011

**S U B J E C T: Approval of a Final Plat for the Spring Creek Estates Phase 3c  
Subdivision**

**ACTION TO BE CONSIDERED:**

Approve the final plat for the Spring Creek Phase 3c Subdivision located at approximately 550 North 1800 West, subject to the conditions and findings as set forth in the staff report.

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council  
From: Christy Alexander, Associate City Planner  
Date: July 8, 2011  
SUBJECT: APPROVAL OF A FINAL PLAT FOR THE SPRING CREEK ESTATES  
PHASE 3-C SUBDIVISION

### RECOMMENDATION

Approval of a final plat for the Spring Creek Phase 3-C Subdivision (54 lots) located at approximately 550 North 1800 West, subject to the conditions and findings as set forth in the attached Planning Commission Staff Report.

### BACKGROUND

The applicant, Howard Kent, is requesting approval for a major 54-lot subdivision on 22.7 acres of property. The preliminary plat for the Spring Creek Estates project was approved in December of 2007 consisting of 169 single-family residential lots. The first two phases have been approved and built. The third phase, planned originally for 89 lots, was placed on hold due to the conditions of the housing market. The project has begun again and the applicant would like to continue working through phase 3. Instead of working on all 89 lots, the applicant would like to break phase 3 into several sub-phases. This application is for the third of these sub-phases and consists of the first 54 lots. Since this subdivision is a conservation subdivision, an amendment to the development agreement must be finalized and recorded with the plat. The final plat as presented is consistent with the approved preliminary plat. The Planning Commission voted on June 16, 2011 to recommend final plat approval for the Spring Creek Phase 3-C Subdivision, subject to the conditions and findings as set forth in the attached Planning Commission Staff Report.

Respectfully Submitted

Christy J. Alexander  
Associate City Planner

Review & Concur

Dave Millheim  
City Manager



DEL 6, 2007



**Not to be Recorded**  
 This Preliminary plan has been submitted at the request of the Developer.

**Preliminary Plan**

**GREAT BASH ENGINEERING NORTH**  
 2000 West 10th Street, Suite 100  
 Anchorage, Alaska 99503  
 (907) 561-1111

**Spring Creek Estates**  
 A part of Subdivision 14, City and Borough of Anchorage  
 Planning Commission File No. 2006-0001

DATE: 11/21/2007  
 DRAWN BY: J. L. ...  
 CHECKED BY: ...  
 SCALE: 1" = 100'

**PROPOSED**  
 22 COMMERCIAL REAL ESTATE  
 2000 West 10th Street, Suite 100  
 Anchorage, Alaska 99503  
 (907) 561-1111

**PROPOSED**  
 22 COMMERCIAL REAL ESTATE  
 2000 West 10th Street, Suite 100  
 Anchorage, Alaska 99503  
 (907) 561-1111

**NOTICE**  
 This Preliminary Plan is submitted for the purpose of recording the same in the public records of the City and Borough of Anchorage, Alaska. It is not intended to constitute a final plan or to be recorded in the public records of the City and Borough of Anchorage, Alaska. It is intended to be used for informational purposes only. The City and Borough of Anchorage, Alaska, does not warrant the accuracy or completeness of the information contained herein. The City and Borough of Anchorage, Alaska, does not assume any liability for any errors or omissions in this Preliminary Plan. The City and Borough of Anchorage, Alaska, does not assume any liability for any damages, including reasonable attorneys' fees, caused by the use of this Preliminary Plan. The City and Borough of Anchorage, Alaska, does not assume any liability for any damages, including reasonable attorneys' fees, caused by the use of this Preliminary Plan.

11/21/2007 1:07:21 PM dmbh 1.2.19502

## CITY COUNCIL AGENDA

For Council Meeting:  
July 19, 2011

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

- Approval of Baker Land Agreement – 1000 North
- Spring Creek 3A and 3B Conservation Easement
- Approval of Amended Agreement with ICMA to allow Loans
- Approval of Resolution with ICMA to allow Loans
- Approval of State Retirement Benefits for those on Long Term Disability Hired after July 1, 2011
- Approval of Agreement – Long Term Disability for Volunteer (Part Time) Fireman Hired after July 1, 2011
- Approval of Agreement with Davis County regarding Elections
- Approval of Improvements for Rental Unit on 1787 N Main Street
- Approval of bid by Jerry Preston for Veterans Memorial at the Cemetery
- Ratification of Approvals of Construction & Storm Water Bond Logs
- Building Activity Report for June

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  
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: Dave Millheim, City Manager

Date: July 13, 2011

SUBJECT: **TODD BAKER PROPERTY EXCHANGE AGREEMENT FOR PROPERTY GENERALLY LOCATED AT THE EASTERN END OF 1000 NORTH.**

### RECOMMENDATION

Approve the attached agreement between Todd Baker and Farmington City for Farmington City to receive .042 acres of private property for a public right of way AND authorize staff to record the quit claim deed once the agreement is signed by the Mayor.

### BACKGROUND

The City has recently completed the water line/curb and gutter replacement project on both 900 and 1000 North. As part of that construction, the Baker family had property on the northern end of the street which was gravel and publicly used but still privately owned. The City paved the property to better facilitate public access and emergency vehicle turns. The Baker's in exchange for the street improvements agreed to convey the property to the City. No cash compensation was paid because the compensation was in the form of the City provided road improvements. Staff and the Baker's felt having a written property exchange agreement would leave no question as to maintenance and ownership issues in the future should they arise.

Respectfully Submitted

Dave Millheim  
City Manager

## AGREEMENT

THIS AGREEMENT is made and entered into as of the 8 day of July, 2011, by and between FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as the "City," and TODD EDWARD BAKER, hereinafter referred to as "Baker."

### RECITALS:

WHEREAS, Baker is the Owner of that certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by reference, which property provides access to his residence located within Farmington City; and

WHEREAS, the City desires to acquire the property for street purposes and Baker is willing to convey the property to the City, subject to the City's agreement to provide paving over the property;

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. **Conveyance.** In exchange for the paving work from the City as set forth in Paragraph 3, below, Baker hereby agrees to convey the Property as described on Exhibit "A" to the City by quit-claim deed in substantially the same form as shown on Exhibit "B," attached hereto and incorporated herein by reference. The deed shall be delivered to the City upon the execution of this Agreement, but shall not be recorded by the City until the paving which is described in Paragraph 3, below, is completed.

3. **Paving.** Farmington City hereby agrees to pave that certain property more particularly described in Exhibit "A," as part of its standard street paving project within the area of Baker's residence. The City hereby agrees that said paving shall be completed in a good and workmanlike manner and at no cost to Baker, and not later than October 31, 2011.

4. **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 be of any force or effect.

5. **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.

**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.

ATTEST:

**FARMINGTON CITY**

\_\_\_\_\_  
City Recorder

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

**TODD EDWARD BAKER**

Estate of Todd Edward Baker  
By Personal Representative  


## EXHIBIT "A"

A part of the Northwest Quarter of Section 18, Township 3 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the west line of grantors property which is 1901.03 feet South 00°14'00" West along the section line from the Northwest corner of said Section 18; running thence northeasterly along the arc of a 20.00 foot radius curve to the left a distance of 5.81 feet (central angle equals 16°39'07" and long chord bears North 58°49'46" East 5.79 feet); thence North 58°52'21" East 2.09 feet to the edge of an existing driveway; thence along said edge two (2) courses as follows: South 48°58'17" East 16.54 feet and North 52°58'55" East 7.22 feet to a point on the east line of grantors property; thence South 00°14'00" West 72.25 feet along said east line; thence North 89°48'17" West 25.00 feet to said west line of grantors property; thence South 00°14'00" East 74.77 feet along said west line to the point of beginning.

Contains: 1,838 sq. ft. or 0.042 acres.

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:**

Farmington City  
Attn: City Manager  
160 South Main Street  
Farmington, UT 84025

**QUIT-CLAIM DEED**

**TODD EDWARD BAKER**, Grantor(s), hereby quit claims to **FARMINGTON CITY**, a Utah municipal corporation, Grantee, the following described tract of land located in Davis County, State of Utah, to-wit:

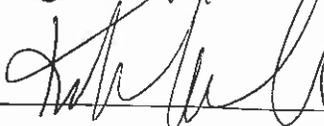
A part of the Northwest Quarter of Section 18, Township 3 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the west line of grantors property which is 1901.03 feet South 00°14'00" West along the section line from the Northwest corner of said Section 18; running thence northeasterly along the arc of a 20.00 foot radius curve to the left a distance of 5.81 feet (central angle equals 16°39'07" and long chord bears North 58°49'46" East 5.79 feet); thence North 58°52'21" East 2.09 feet to the edge of an existing driveway; thence along said edge two (2) courses as follows: South 48°58'17" East 16.54 feet and North 52°58'55" East 7.22 feet to a point on the east line of grantors property; thence South 00°14'00" West 72.25 feet along said east line; thence North 89°48'17" West 25.00 feet to said west line of grantors property; thence South 00°14'00" East 74.77 feet along said west line to the point of beginning.

Contains: 1,838 sq. ft. or 0.042 acres.

IN WITNESS WHEREOF, the Grantor has executed this Quit-Claim Deed on this 8<sup>th</sup> day of ~~June~~, 2011.  
July

**GRANTOR:**

Estate of Todd Edward Baker  
By Personal Representative  


ACKNOWLEDGMENT

STATE OF UTAH            )  
                                      :SS.  
COUNTY OF DAVIS        )

On the 8<sup>th</sup> day of ~~June~~ <sup>July</sup>, 2011, personally appeared before me TODD EDWARD BAKER, who being duly sworn, did say that he is the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



*Mackenzi Colohan*  
Notary Public

Bradley Wm. Bowen, #5042  
STRONG & HANNI  
3 Triad Center, Suite 500  
Salt Lake City, Utah 84180  
Telephone (801) 532-7080  
Facsimile (801) 596-1508  
*Attorneys for Applicant*

IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR  
DAVIS COUNTY, STATE OF UTAH

IN THE MATTER OF THE ESTATE OF:  
TODD EDWARD BAKER,  
Deceased.

**LETTERS TESTAMENTARY**

Probate No. 113700059 EI

Judge Robert Dale

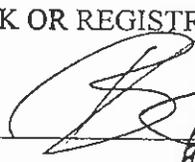
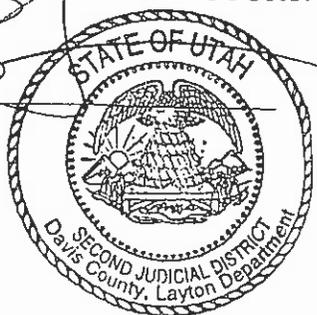
Kari Wernli was duly appointed and qualified as general Personal Representative of the estate of the above-named decedent on the 29 day of March, 2011, by the Registrar, with all authority pertaining thereto. Administration of the estate is unsupervised.

These letters are issued to evidence the appointment, qualification and authority of said personal representative.

DATED this 29 day of March, 2011.

CLERK OR REGISTRAR OF THE COURT:

By:



10-11-11  
00  
I HEREBY CERTIFY THAT I HAVE MADE A TRUE COPY OF THE  
ORIGINAL FILED IN THE OFFICE OF THE  
DATED THIS 5 day of April 2011  
ADYOCHE E. BROWN  
CLERK OF THE COURT  
BY: Jeanne Pratt DEPUTY  
PAGE      OF

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: June 20, 2011

**SUBJECT: Spring Creek 3A and 3B Conservation Easement**

### RECOMMENDATION

Approve and authorize the Mayor to sign the Conservation Easement for Spring Creek Estates No. 3-A and 3-B Subdivisions

### BACKGROUND

The Spring Creek Subdivision preliminary plat was approved with open space to be set aside as conservation land. Phases 3-A and 3-B contain two of these open space parcels. A conservation easement (attached) has been written and approved by the City Attorney for these parcels. The easement will allow grazing and agricultural production as a use by right. All other uses, including any buildings, will have to go through the Conditional Use process. In addition, the easement use map will have to be modified, through the Conservation Easement Amendment process, to show where any additional uses will be allowed. It will be allowable for the developer to sell the two parcels individually, but the new owners will be under the same obligations as the developer. No further subdivision of the property is allowed. The owner will have all maintenance responsibilities on the property.

Respectfully submitted,

Review and Concur

  
Ken Klinker  
Planning Department

  
Dave Millheim  
City Manager

WHEN RECORDED, MAIL TO:

FARMINGTON CITY  
Attn: City Manager  
160 South Main  
P.O. Box 160  
Farmington, Utah 84025

Affects Parcel No(s): 08-479-0318; 08-480-0336

**CONSERVATION EASEMENT**  
(Farmland and Open Space)

THIS CONSERVATION EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by SLI COMMERCIAL REAL ESTATE CO., a Utah corporation, whose mailing address is 261 East 300 South, Suite 350, Salt Lake City, Utah 84111 (hereinafter "**Grantor**") in favor of FARMINGTON CITY, a Utah municipal corporation (hereinafter "**Grantee**") whose mailing address is 160 South Main, Farmington, Utah 84025

**RECITALS**

WHEREAS, Grantor is the sole owner in fee simple title of certain real property located in the Spring Creek Estates No. 3-A Subdivision and the Spring Creek Estates No. 3-B Subdivision, Farmington City, Davis County, State of Utah, which property is more particularly described herein at Section 2 and hereinafter referred to as the "**Property**"; and

WHEREAS, the Property possesses unique open space, wildlife, farmlands, and/or green space values (collectively referred to as "**Conservation Values**") of great importance to the Grantor, the Grantee, and the public; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of the use of the Property in such a way which does not significantly impair or interfere with those values and which provides for appropriate natural, ecological, agricultural and open space use of the Property; and

WHEREAS, Grantor intends to preserve and protect the Conservation Values of the Property and to protect the Property from future development in perpetuity through this Easement and dedication of the same to Grantee; and

WHEREAS, Grantee is a governmental entity and a tax exempt entity under Section 501(c) of the Internal Revenue Code qualified to acquire a conservation easement under the terms of Utah Code Ann. § 57-18-3, as amended,

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly Utah Code Ann. § 57-18-1, et seq., as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. **Conveyance.** Grantor hereby grants and warrants to Grantee a perpetual conservation easement as hereinafter defined (the “**Easement**”) over and across all the Property to preserve, restore and protect the Conservation Values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

2. **Property.** The Property subject to this Easement consists of approximately eight (8) acres of the Spring Creek Estates No. 3-A Subdivision designated as Conservation Easement Restricted Use Area, and Parcel D of the Spring Creek Estates No. 3-B Subdivision, located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described on **Exhibit “A,”** attached hereto and incorporated herein by this reference.

3. **Current Use and Condition of the Property.** The Property presently consists of open pasture, hayfields and farmland. The existing, permitted and conditional uses of the Property are more particularly described herein and designated on the Use Map set forth on **Exhibit “B,”** attached hereto and incorporated herein by this reference. The Property has the specific Conservation Values as more particularly defined.

4. **Purpose.** Grantor is the fee simple title owner of the Property and is committed to preserving the Conservation Values of the Property. The purpose of this Easement is to assure that the Property will be retained forever in its open space wildlife, farmland and/or green space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Any use of the Property which may impair or interfere with the Conservation Values, unless expressly permitted in this Easement, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the Conservation Values of the Property.

5. **Duration.** The duration of the Easement shall be perpetual.

6. **Permitted and Conditional Uses.**

(a) **Permitted Uses.** Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are permitted:

(i) Conservation of open land in its natural state.

(ii) Agricultural and horticultural uses, including raising crops or Class “B” livestock, as defined by and consistent with Farmington City Ordinances, excluding any associated fencing and buildings that support an active, viable agricultural or horticultural operation and any commercial livestock operations involving swine, poultry, and mink. Livestock grazing for Class “B” animals shall require proper

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly Utah Code Ann. § 57-18-1, et seq., as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. **Conveyance.** Grantor hereby grants and warrants to Grantee a perpetual conservation easement as hereinafter defined (the “**Easement**”) over and across all the Property to preserve, restore and protect the Conservation Values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

2. **Property.** The Property subject to this Easement consists of approximately eight (8) acres of the Spring Creek Estates No. 3-A Subdivision designated as Conservation Easement Restricted Use Area, and Parcel D of the Spring Creek Estates No. 3-B Subdivision, located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described on **Exhibit “A,”** attached hereto and incorporated herein by this reference.

3. **Current Use and Condition of the Property.** The Property presently consists of open pasture, hayfields and farmland. The existing, permitted and conditional uses of the Property are more particularly described herein and designated on the Use Map set forth on **Exhibit “B,”** attached hereto and incorporated herein by this reference. The Property has the specific Conservation Values as more particularly defined.

4. **Purpose.** Grantor is the fee simple title owner of the Property and is committed to preserving the Conservation Values of the Property. The purpose of this Easement is to assure that the Property will be retained forever in its open space wildlife, farmland and/or green space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Any use of the Property which may impair or interfere with the Conservation Values, unless expressly permitted in this Easement, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the Conservation Values of the Property.

5. **Duration.** The duration of the Easement shall be perpetual.

6. **Permitted and Conditional Uses.**

(a) **Permitted Uses.** Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are permitted:

(i) Conservation of open land in its natural state.

(ii) Agricultural and horticultural uses, including raising crops or Class “B” livestock, as defined by and consistent with Farmington City Ordinances, excluding any associated fencing and buildings that support an active, viable agricultural or horticultural operation and any commercial livestock operations involving swine, poultry, and mink. Livestock grazing for Class “B” animals shall require proper

management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the wetlands, range resource, wildlife habitat or Conservation Values of the Property. All farm operations shall be consistent with sound agricultural practices.

(iii) Pastureland for sheep, cows and horses, subject to applicable Farmington City Ordinances.

(iv) Underground utility easements for drainage, access, sewer or water lines, or other public purposes.

(vi) Above-ground utility if permitted under Farmington City Ordinances; provided, areas encumbered by such facilities shall not be counted toward the minimum required conservation land for the subdivision.

(vii) Perimeter fencing, subject to applicable Farmington City Ordinances.

(b) Conditional Uses. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property may be permitted as a conditional use, subject to obtaining a conditional use permit from the City of Farmington for such use in accordance with City Ordinances regarding the same. Such uses must also be permitted or conditional in the zone in which the Property is located.

(i) Agricultural uses, not otherwise permitted under Subsection (a), including Class "C" animals, as defined by and consistent with Farmington City Ordinances, but excluding commercial livestock operations involving swine, poultry and mink. Livestock grazing for Class "C" animals, shall be limited to designated areas only as delineated on **Exhibit "B,"** and shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the wetlands, range resource, wildlife habitat or Conservation Values of the Property. All farm operations shall be consistent with sound agricultural practices.

(ii) Accessory buildings and structures used solely in connection with approved agricultural, livestock or equestrian uses in designated areas only as delineated on **Exhibit "B."** The location and construction of such accessory structures shall be consistent with the conservation and agricultural uses of the Property and must be approved by the City.

(iii) Wholesale nurseries and associated buildings that are specifically needed to support active, viable horticultural operations in designated areas only as delineated on **Exhibit "B."**

(iv) Silviculture, in keeping with established standards for selective harvesting and sustained-yield forestry in designated areas only as delineated on **Exhibit "B."**

(v) Neighborhood open space uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses specifically excluding motorized off-road vehicles, rifle ranges, and other uses similar in character and potential impact in designated areas only as delineated on **Exhibit "B."**

(vi) Active non-commercial recreation areas, such as playing fields, playgrounds, courts, and bikeways in designated areas only as delineated on **Exhibit "B."**

(vii) Water supply and sewage disposal systems, and stormwater detention areas designed, landscaped, and available for use as an integral part of the conservation land.

(viii) Internal fencing, when deemed necessary and appropriate in connection with permitted or conditional uses.

7. **Prohibited Uses.** Any activity on or use of the Property not specifically listed as a permitted use or activity as set forth herein and/or any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the Conservation Values is expressly prohibited. Except as otherwise set forth herein as a permitted or conditional use, the following uses shall be considered prohibited on the Property:

- (a) Any residential, commercial or industrial activity;
- (b) Any development, construction or location of any manmade modification or improvements such as buildings, structures, roads, parking lots, or other improvements;
- (c) Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the Property;
- (d) Any dumping or storing of ashes, trash, garbage or junk;
- (e) Burning of any materials, except as necessary for agricultural, drainage and fire protection purposes;
- (f) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the Property and/or utility facilities within the Property;
- (g) Hunting or trapping for any purpose other than predatory or problem animal control;

(h) Advertising of any kind or nature and any billboards or signs; provided, directory and information signs may be displayed describing the easement and prohibited or authorized use of the same;

(i) Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses;

(j) The change, disturbance, alteration, or impairment of significant natural ecological features and values of the Property or destruction of other significant conservation interests on the Property;

(k) The further division, subdivision or de facto subdivision of any of the parcels constituting the Property (the Property currently consists of two (2) parcels, each of which can be individually sold, owned or operated, in accordance with applicable Farmington City Ordinances, but not further subdivided); and

(l) Changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other materials, except as necessary to conduct specific permitted purposes.

(m) Any development, location, or storage of any personal property, vehicles, recreational equipment, or other residential uses such as trampolines, patios, gazebos, sports courts, barbecues, etc.

(n) All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

8. **Rights of the Grantee.** Grantor confers the following rights upon Grantee to perpetually maintain the Conservation Values of the Property and to accomplish the purpose of this Easement.

(a) Grantee has the right to enforce the terms of this Easement for the purpose of preserving and protecting the Conservation Values of the Property.

(b) Grantee has the right to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights herein granted; provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.

(c) Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the Conservation Values of the Property.

(d) Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.

(e) Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.

(f) Grantee has the right to enter on the Property to study and make ecological and scientific observation of the Property and its ecosystems.

9. **Duties of the Grantor.** Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. In accordance with the rights reserved in Grantor by this Easement, Grantor shall be subject to all of the terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement and to take reasonable actions to preserve and protect the Conservation Values of the Property.

10. **Enforcement of Easement.**

(a) **Notice and Demand.** If Grantee determines that Grantor is in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

(b) **Failure to Act.** If, for a thirty (30) day period after the date of the written notice from Grantee to Grantor, the Grantor continues violating the Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorneys' fees incurred by the Grantee compelling such compliance.

(c) **Absence of Grantor.** If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee shall make good faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values, then the Grantee may pursue its lawful remedies without prior notice and without waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs reasonably incurred by Grantee in pursuing such remedies.

(d) **Actual or Threatened Non-Compliance.** Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

(e) **Injunctive Relief and Restoration.** Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages

and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

(f) Cumulative Remedies. The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

(g) Waiver. A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

11. Permitted Construction and Maintenance Activities.

(a) Grantor hereby reserves the right to enter upon the Property to conduct the following activities: to construct such structures and improvements permitted herein in conjunction with permitted and conditional uses of the Property.

(b) This Easement is subject to the rights of Grantor, Farmington City or any other agency or utility to enter upon the Property for the construction, installation, operation and maintenance of underground public utilities as permitted herein. The responsible person, entity or utility company in interest, shall, at its sole cost and expense, promptly restore the Property affected by such activities to as near as reasonably practicable the same condition as existed immediately prior to such activities. Nothing herein shall be deemed a grant of an easement to Farmington City or to any utility; the foregoing is set forth only to establish uses or activities which may be allowed on the Property.

12. Extinguishment of Development Rights. All development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

13. Maintenance. The Property shall be maintained by Grantor in accordance with good land management practices and with the Maintenance Plan set forth in **Exhibit "C,"** attached hereto and incorporated herein by this reference. Grantor shall be solely responsible for the upkeep and maintenance of the Property. If Grantor fails to maintain the Property in accordance with the Maintenance Plan or any of the terms and conditions of this Easement, the Grantee may provide or cause to be provided such maintenance necessary to preserve and protect the Conservation Values of the Property. Any costs reasonably incurred by the Grantee in providing such maintenance shall be reimbursed by Grantor within thirty (30) days from receipt of invoicing from Grantee.

14. Taxes. Grantor shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property, including any taxes imposed upon, or incurred as a result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantee is ever required to pay any taxes or assessments on its interest in the Property,

Grantor shall reimburse Grantee for the same within thirty (30) days from receipt of invoicing from Grantee.

15. **Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them, collectively referred to as the “**Indemnified Parties**” from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys’ fees, arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and shall name Grantee as an additional insured party on all such insurance policies, providing Grantee evidence of such insurance upon request.

16. **Transfer of Grantee’s Interest.** If the Grantee determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights to a qualified organization under Section 501(c)(3) and/or 170(h)(3) of the Internal Revenue Code, the Grantee shall be entitled to convey in whole or in part all of its rights under this instrument and deliver a copy of this instrument to an organization designated by the Grantee and described in or contemplated by Section 501(c)(3) and/or 170(h)(3) of the Code, or the comparable provision in any subsequent revision of the Code, to ensure that the Easement is enforced. Furthermore, the Grantee is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration; unless (a) the Grantee, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out; and (b) the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 501(c)(3) and/or 170(h)(3) of the Code and regulations promulgated thereunder.

17. **Cessation of Grantee’s Existence.** If Grantee shall cease to exist or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Easement shall become vested in another entity. Any successor entity shall be a qualified organization for the purposes of Section 501(c)(3) and/or 170(h)(3) of the Internal Revenue Code.

18. **Termination of the Easement.** This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Easement’s purpose or by exercise of eminent domain in accordance with the provisions set forth herein. The fact that the Grantee may have title to the Property and therefore may become an owner for purposes of this Easement shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement. If subsequent circumstances render the purposes of this Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings.

19. **Transfer of Grantor’s Interest.** The Grantor shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Any such transfer of

interest shall be subject to the restrictions set forth in this Easement. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon proper and permitted conveyance of title to the Property, the Grantor shall be released from its obligations under this Easement.

20. **Notices.** Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following, or to such other address as the Grantee or Grantor shall from time to time designate by written notice.

To Grantee: Farmington City  
Attn: City Manager  
160 South Main  
P.O. Box 160  
Farmington, Utah 84025

To Grantor: SLI Commercial Real Estate Co.  
Attention: Howard Kent  
261 East 300 South, Suite 350  
Salt Lake City, Utah 84111

21. **Title Warranty.** Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in Exhibit "D," attached hereto and incorporated herein by this reference, and hereby promises to defend the same against all claims that may be made against it.

22. **Subsequent Encumbrances.** This Easement shall not restrict the right of Grantor or its successors or assigns to execute, deliver and record mortgages on the Property or to grant other rights or easements in respect of the Property, subject to the terms and conditions set forth herein. The grant of any easement or use restriction that might diminish or impair the Conservation Values of the Property is prohibited. Any lien or security interest of a mortgage and any easement or other right created subsequent to the date hereof shall be subject to and subordinate to this Easement.

23. **Environmental Warranty.** Grantor warrants that it has no actual knowledge or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense, including reasonable attorneys' fees arising from or with respect to any release of hazardous waste or violation of environmental laws with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

24. **Recordation.** The Grantee shall record this instrument in timely fashion in the official records of Davis County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

26. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of Utah Code Ann. § 57-18-1, et seq., as amended, and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

27. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

28. **Joint Obligation.** Subject to the provisions set forth herein, the obligations imposed by this Easement upon Grantor or Grantors shall be joint and several.

29. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the Grantee, the Grantor, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

30. **Entire Agreement.** This Easement, together with all exhibits, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions and understandings.

31. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

32. **Amendments.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend the Easement; provided, that no amendment shall be allowed that affects the qualification of the Easement under the IRS Code 170(h), or any regulation promulgated thereunder, or the Utah Land Conservation Easement Act, as set forth in Utah Code Ann. §§ 57-18-1, et seq., as amended. Any amendment to this Easement shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, and shall not impair any of the significant Conservation Values of the Property. Any such amendment shall be in writing, signed by both parties, and recorded in the official records of Davis County, Utah. Any proposed amendments to this Easement shall comply with the Farmington City Conservation Easement Amendment Policy, as amended, and shall require, at a minimum, a public hearing before the City Council and fourteen (14) day advance notice to the public by publishing notice in a daily newspaper of general circulation in the City.

*[Signature page to follow]*

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

GRANTOR:  
SLI COMMERCIAL REAL ESTATE CO.  
a Utah corporation

\_\_\_\_\_  
By: Howard J. Kent, President

GRANTEE:  
FARMINGTON CITY  
a Utah municipal corporation

ATTEST:

\_\_\_\_\_  
By: Mayor Scott Harbertson

\_\_\_\_\_  
Margy L. Lomax, City Recorder

GRANTOR'S ACKNOWLEDGMENT

STATE OF UTAH            )  
                                  :ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me HOWARD J. KENT who being by me duly sworn did say that he is the President of SLI COMMERCIAL REAL ESTATE CO., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and he acknowledged to me that said corporation executed the same.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

GRANTEE'S ACKNOWLEDGMENT

STATE OF UTAH            )  
                                  :ss  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 2011, 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.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

**EXHIBIT "A"**  
LEGAL DESCRIPTION OF EASEMENT AREA

**EXHIBIT "A"**  
LEGAL DESCRIPTION OF EASEMENT AREA

All of Parcel C, Spring Creek Estates No. 3-A, Farmington City, Davis County, Utah,  
according to the official plat thereof;

AND

All of Parcel D, Spring Creek Estates No. 3-B, Farmington City, Davis County, Utah,  
according to the official plat thereof.

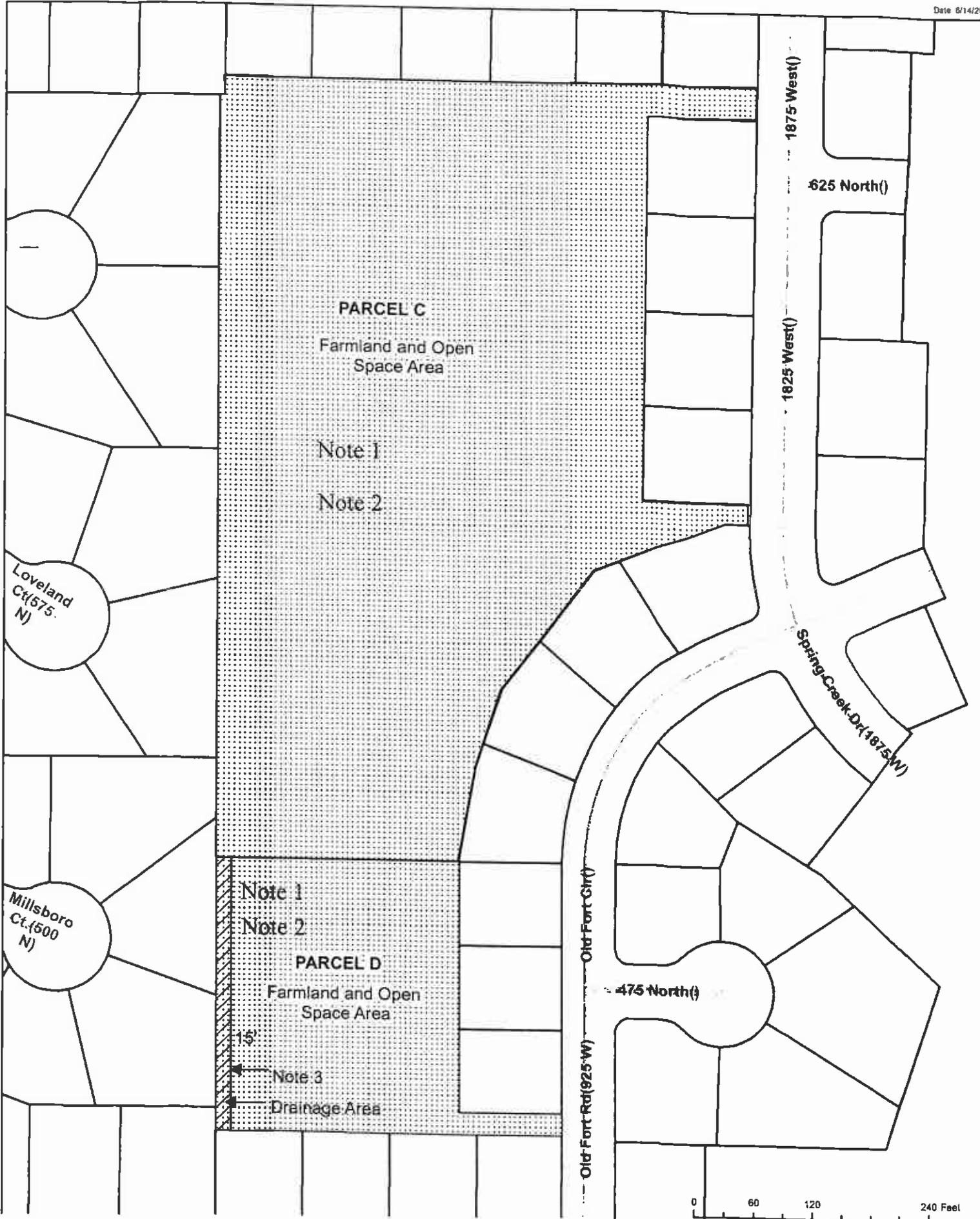
**EXHIBIT "B"**  
**USE MAP OF EASEMENT**



Exhibit "B" to the Conservation Easement for Spring Creek Estates No. 3-A and No. 3-B Subdivisions  
Use Map



Date 8/14/21



**Exhibit "B"**  
**to the Conservation Easement for**  
**Spring Creek Estates No. 3-A Subdivision and**  
**Spring Creek Estates No. 3-B Subdivision**

**USE MAP NOTES**

The following Notes are provided regarding the specified use of Property within the Conservation Easement for Spring Creek Estates No. 3-A Subdivision and Spring Creek Estates No. 3-B Subdivision, as indicated and designated on the attached Use Map for the subject areas.

**Note 1:** Owner shall have the right to utilize the Property for the permitted uses set forth in Section 6(a) of the Conservation Easement.

**Note 2:** Owner may utilize the Property for the conditional uses set forth in Section 6(b) of the Conservation Easement; provided, such uses are subject to obtaining a conditional use permit and amendment to the Use Map, in accordance with the provisions of Section 6(b) of the Conservation Easement.

**Note 3:** Owner may install and maintain a drainage inlet facility and drain line within the 15' designated area.

**EXHIBIT "C"**  
**MAINTENANCE PLAN**

**Exhibit "C"**  
**to the Open Space Conservation Easement for**  
**Spring Creek Estates No. 3-A and No. 3-B Subdivisions**

**MAINTENANCE PLAN**

**SECTION 1- PURPOSE**

The purpose of this Maintenance Plan is to supplement the development criteria for the development of Spring Creek Estates No. 3-A and 3-B Subdivisions as contained in the Farmington City Zoning Ordinances for Conservation Subdivisions, the Development Agreement, and the Open Space Conservation Easement in order to fix maintenance responsibility and provide additional maintenance guidelines, where necessary for property located within the Open Space Conservation Easement area. The Maintenance Plan is intended to provide guidelines and fix responsibility for areas within the Spring Creek Estates No. 3-A and 3-B Subdivisions that are covered by the Open Space Conservation Easement recorded against the subject property.

**SECTION 2- PROPERTY**

The Conservation Easement subject to this Maintenance Plan is located in Parcels C and D of the Spring Creek Estates No. 3-A and 3-B Subdivisions consisting of approximately 8.49 acres of that certain real property within Farmington City, Davis County, State of Utah, as more particularly described in **Exhibit "1"**, attached hereto and incorporated herein by this reference.

**SECTION 3- MAINTENANCE AREAS**

The "Maintenance Areas" are designated in this plan as follows:

- a. Farmland and Open Space Areas which are designated in **Exhibit "B"** to the Open Space Conservation Easement for Spring Creek Estates No. 3-A and 3-B Subdivisions.
- b. Drainage area which is designated in **Exhibit "B"** to the Open Space Conservation Easement for Spring Creek Estates No. 3-A and 3-B Subdivisions.

**SECTION 4- OWNERSHIP OF CONSERVATION LAND**

- a. The Open Space Conservation Easement land is entirely owned by SLI Commercial Real Estate Co. a Corporation. It is anticipated that the open space parcels will be sold to individuals. Sale of these parcels shall be limited to the entirety of Parcel C or Parcel D. Neither of the parcels shall be allowed to be subdivided.

## **SECTION 5- MAINTENANCE GUIDELINES AND RESPONSIBILITIES**

**All Conservation Areas:** The open space areas shall be maintained in their native state (i.e. no broad leaf weeds, but native vegetation) unless being used for approved uses or conditionally approved uses allowed by the Conservation Easement. Any disturbed areas not approved as set forth herein shall be reclaimed and revegetated in natural vegetation or as otherwise directed by Farmington City in accordance with the applicable plans and requirements for the subject area. A revegetation plan prepared by a landscape architect or other appropriate nursery professional shall be submitted.

Livestock grazing for Class "B" animals shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the wetlands, range resource, wildlife habitat or Conservation Values of the Property. All farm operations shall be consistent with sound agricultural practices.

**Drainage Area:** The drainage system in this area shall be maintained by the property owner to prevent the buildup of excessive surface water. Any land disturbed during installation or maintenance of the facilities shall be reclaimed and revegetated in natural vegetation or as otherwise directed by Farmington City in accordance with the applicable plans and requirements for the subject area.

## **SECTION 6- FUNDING MEANS FOR MAINTENANCE AND OPERATIONS**

The property owner of record, currently SLI Commercial Real Estate Co. a Corporation, or their authorized successors or assigns, shall fund any long-term capital improvements as well as regular yearly operating and maintenance costs associated with the wetland open space and drainage area.

## **SECTION 7- MODIFICATION**

Any changes to this Maintenance Plan must be in writing and approved by the City. Any such amendments shall be considered an amendment of the Open Space Conservation Easement and shall comply with easement amendment procedures adopted by the City.

## **SECTION 8- CORRECTIVE ACTION**

The City may enter the premises and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the property owner and may include administrative costs and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the County Recorder's Office. Documents creating or establishing any association or conservation organization shall reference the City's corrective action authority.

## **SECTION 9- PROHIBITED ENCROACHMENTS**

No encroachment by any structure, improvement or disturbance to the land shall be permitted into Conservation Lands by private parties or adjacent landowners. Uses of the Conservation Land shall be strictly limited to those conditional and permitted uses set forth in the Open Space Conservation Easement and as shown on the applicable Use Maps.

**Exhibit "1"**  
**Legal Description of the Open Space Conservation Easement**  
**for Spring Creek Estates No. 3-A and 3-B Subdivisions**

ALL OF PARCEL C, SPRING CREEK ESTATES NO. 3-A and ALL OF PARCEL D,  
SPRING CREEK ESTATES NO. 3-B

**EXHIBIT "D"**  
**LIST OF ACCEPTED ENCUMBRANCES**

**SCHEDULE B**  
**Section 1**

Commitment Number: 158107

**REQUIREMENTS**

*The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:*

- 1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.*
- 2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.*
- 3. Pay all general and special taxes now due and payable*
- 4. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of property jurisdiction.*
- 5. This Commitment will be subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.*
- 6. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.*
- 7. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.*
- 8. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.*
- 9. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.*
- 10. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.*

**SCHEDULE B**  
**Section 2**

**Commitment Number:** 158107

***This policy does not insure against loss or damage (and the Company will not pay loss or damage, costs, attorney's fees or expenses) which arises by reason of:***

***Standard Exceptions***

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.***
- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.***
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.***
- 4. Any encroachment, encumbrance, violation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete land survey of the land and not shown by the public records.***
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.***
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.***
- 7. Any adverse claim based upon the assertion that: a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; b) the boundary of the land has been affected by a change in the course or water level of a navigable river or lake; c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands, d) easements for use of the surface of waters on the land for fishing, boating, swimming or similar activity.***

***Special Exceptions***

THE FOLLOWING EXCEPTIONS PERTAIN TO PARCEL NO. 1

- 8. Taxes for the year 2011 now a lien, not yet due. Tax ID No. 08-059-0052 with other property has been segregated and subject property will be assessed under Current Tax ID No. 08-479-0318 beginning January 1, 2012.**

Taxes for 2010 have been paid with other property.

- 9. Said property is located within the boundaries of Weber Basin Water Conservancy District, Mosquito Abatement District, Central Davis Sewer Improvement District, Farmington Area Pressurized Irrigation District (451-2105) and Farmington City (451-2383), Farmington City Utah Special Improvement District No. 99-1, and Benchland Water District, and is subject to the charges and assessments levied thereunder.**

**SCHEDULE B**  
**Section 2**

**Commitment Number:** 158107

10. Easement upon the terms and conditions therein provided, in favor of Central Davis County Sewer District, recorded November 17, 1960 as Entry No. 214508, in Book 197, Page 651, of Official Records.
11. Easement upon the terms and conditions therein provided, in favor of the United States of America, recorded February 3, 1960 as Entry No. 199618, in Book 181, Page 172, of Official Records.
12. A Deed of Trust With Assignment of Rents executed by Heber South Towne, LLC, a Utah limited liability company and SLI Commercial Real Estate Co., a Utah Corporation as TRUSTOR and Bonneville Superior Title Company, Inc. as TRUSTEE, in the stated amount of \$1,450,000.00, in favor of Soderby, LLC, as to an undivided 75% interest and Bruce D. Johnson and Mona Johnson, jointly, as to an undivided 25% interest as BENEFICIARY, dated October 25, 2010 and recorded October 25, 2010 as Entry No. 2561741, in Book 5137, Page 973, of Official Records. (Affects this and other property.)
13. Subject to easements, building setback lines, restrictions, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
14. Covenants, Conditions, Restrictions, Easements, and assessments, if any, recorded January 11, 2011 as Entry No. 2578729, in Book 5187, Page 622, of Official Records, but deleting restrictions, if any, based on race, color, religion or national origin. (Copies will be provided upon request, with a possible fee for voluminous copies)

THE FOLLOWING EXCEPTIONS PERTAIN TO PARCEL NO. 2

15. Taxes for the year 2011 now a lien, not yet due. Tax ID No. 08-059-0053 with other property has been segregated and subject property will be assessed under Current Tax ID No. 08-480-0336 beginning January 1, 2012.  
  
Taxes for 2010 have been paid with other property.
16. Said property is located within the boundaries of Weber Basin Water Conservancy District, Mosquito Abatement District, Central Davis Sewer Improvement District, Farmington Area Pressurized Irrigation District (451-2105) and Farmington City (451-2383), Farmington City Utah Special Improvement District No. 99-1, and Benchland Water District, and is subject to the charges and assessments levied thereunder.
17. Subject to easements, building setback lines, restrictions, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
18. Covenants, Conditions, Restrictions, Easements, and assessments, if any, recorded January 11, 2011 as Entry No. 2578729, in Book 5187, Page 622, of Official Records, but deleting restrictions, if any, based on race, color, religion or national origin. (Copies will be provided upon request, with a possible fee for voluminous copies)
19. A Deed of Trust With Assignment of Rents executed by Heber South Towne, LLC, a Utah limited liability company and SLI Commercial Real Estate Co., a Utah Corporation as TRUSTOR and Bonneville Superior Title Company, Inc. as TRUSTEE, in the stated amount of \$1,450,000.00, in favor of Soderby, LLC, as to an undivided 75% interest and Bruce D. Johnson and Mona Johnson, jointly, as to an undivided 25% interest as BENEFICIARY, dated October 25, 2010 and recorded October 25, 2010 as Entry No. 2561741, in Book 5137, Page 973, of Official Records. (Affects this and other property.)

***SCHEDULE B***  
***Section 2***

***Commitment Number:*** 158107

**20. This Report is for informational purposes only.**

NOTE: Judgments have been checked against the following:

SLI Commercial Real Estate Co.

There were NO judgments found.

## PRIVACY POLICY NOTICE

### WHAT DO/DOES BONNEVILLE SUPERIOR TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Stewart Title Guaranty Company and its affiliates ("Bonneville Superior Title Company"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA)

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Bonneville Superior Title Company, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### Sharing practices

How often do/does Bonneville Superior Title Company notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Bonneville Superior Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Bonneville Superior Title Company collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: 801-774-5511, 1518 North Woodland Park Drive, Layton, Utah 84041



# Spring Creek Estates No. 3-A

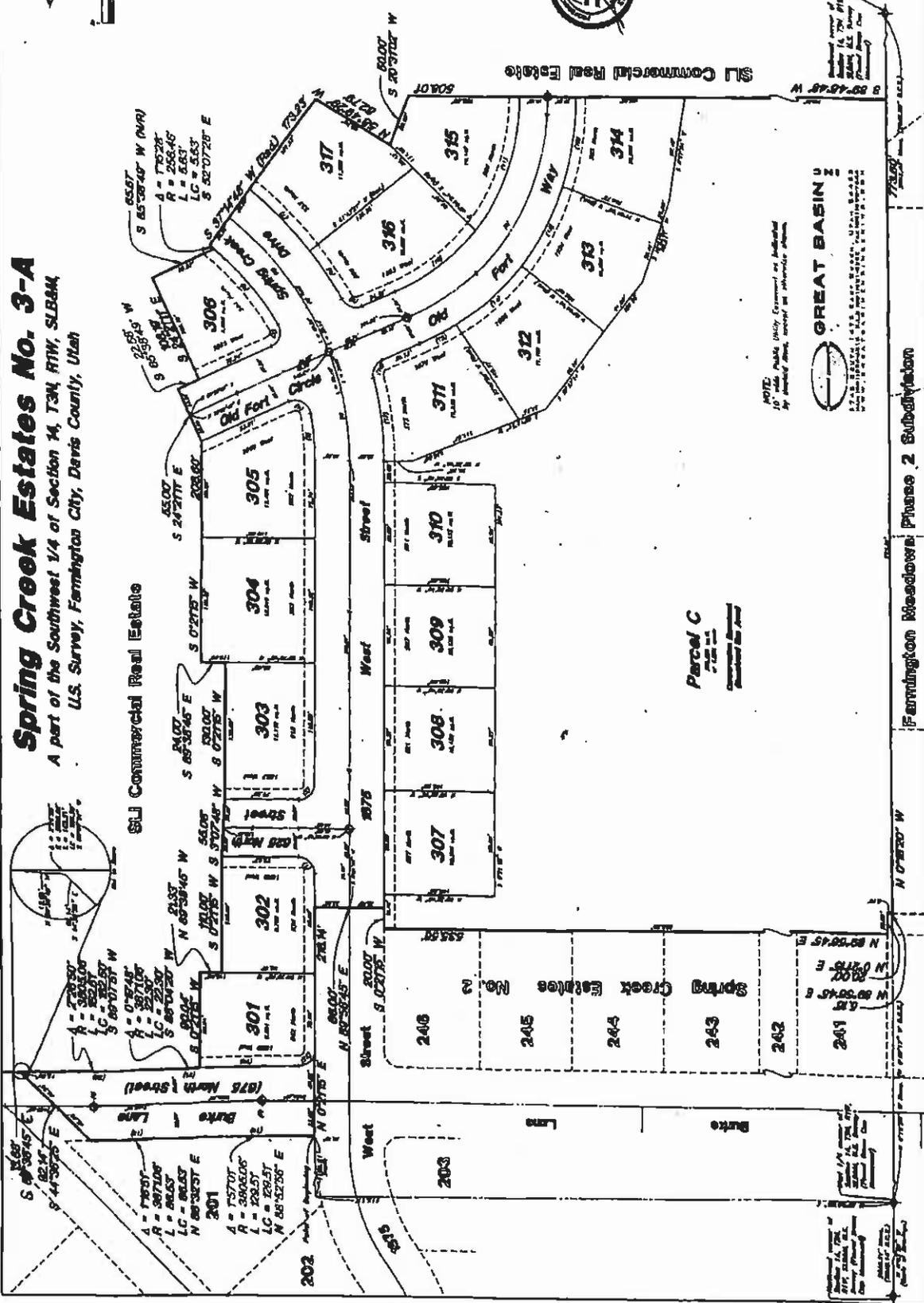
A part of the Southwest 1/4 of Section 14, T24N, R17W, SLB64M, U.S. Survey, Farmington City, Davis County, Utah



- 1. 1/4 inch = 100 feet
- 2. All measurements are in feet and inches
- 3. All bearings are true bearings
- 4. All distances are in feet
- 5. All areas are in square feet
- 6. All curves are circular
- 7. All curves are in feet
- 8. All curves are in degrees
- 9. All curves are in minutes
- 10. All curves are in seconds

SHEET 2 OF 2

DAVIS COUNTY RECORDS  
 14-2507-2  
 14-2507-1



NOTE: PUBLIC UTILITY EXISTENCE AS INDICATED BY SHOWN ARE NOT SHOWN, UNLESS OTHERWISE SHOWN.



**GREAT BASIN**

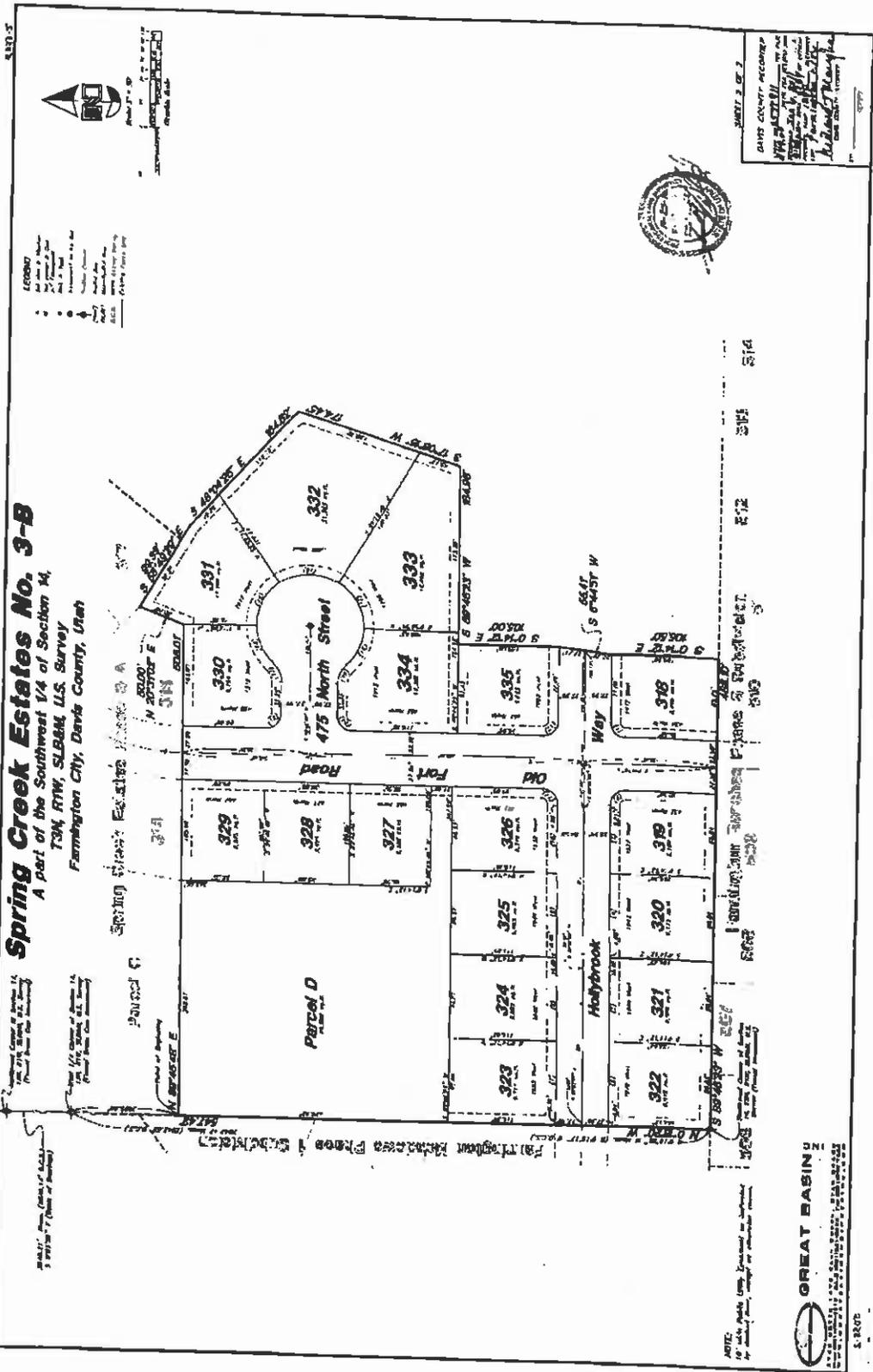
Farmington Meadows Phase 2 Subdivision

NOT FOR CONSTRUCTION  
 THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.



5053-2

**Spring Creek Estates No. 3-B**  
A part of the Southwest 1/4 of Section 14,  
T34 R1W, S16E4, U.S. Survey  
Farmington City, Davis County, Utah



**GREAT BASIN**  
SURVEYING & ENGINEERING  
1000 N. 1000 W. SALT LAKE CITY, UT 84116  
PHONE: (801) 487-1111 FAX: (801) 487-1112  
WWW.GREATBASIN.SURVEYING.COM

DATE: 05/14/2013  
DRAWN BY: J. H. HARRIS  
CHECKED BY: J. H. HARRIS  
SCALE: AS SHOWN  
PROJECT: 13-001  
SHEET: 2 OF 2

3-1007

# 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: Mayor and City Council  
From: Keith Johnson, Assistant City Manager  
Date: July 13, 2011  
Subject: **AMEND 401 PLAN WITH ICMA TO ALLOW LOANS.**

### RECOMMENDATION

Approve the following Resolution and agreement with the ICMA to allow loans under hardship situations from the 401 plans.

### BACKGROUND

The City 401 plan with ICMA did not have a loan provision in it. The City has been asked to amend the plan to allow hardship loans from the plan. The Resolution amends the plan to allow loans from the plan. The agreement spells out what the provisions will be for an employee to obtain a loan. They would only be able to borrow up to 50% of their fund balance or \$50,000 which ever is less. Pay back requirements are outlined in the attached agreement.

We talked this over in the personnel committee and the consensus was to approve the loan provision. We then went over each of the items in the agreement to decide what the provisions would be for an employee to obtain a loan. The marked items on the agreement reflect what was endorsed by the committee. The main issue is that it would only be for hardship cases and is only for 5 years unless it is for their principal residence. The committee felt that the 401 plan was set up for retirement and should not be used for anything that they want except in hardship situations.

Respectfully Submitted,

Keith Johnson,  
Assistant City Manager

Review and Concur,

Dave Millheim,  
City Manager

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AMENDING THE FARMINGTON CITY 401 PLAN  
WITH ICMA TO PERMIT LOANS**

**WHEREAS**, the City has established a 401 retirement plan with ICMA (the "Plan") for employees which serves the interest of the City by enabling it to provide some retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

**WHEREAS**, the City has determined that permitting participants in the retirement plan to take loans from the Plan will serve these objectives;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THAT THE PLAN WILL PERMIT LOANS.**

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS \_\_\_\_ DAY OF JULY, 2011.**

**FARMINGTON CITY**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

Loan Guidelines Agreement

Name of Plan (please state the Employer's complete name, including state): City of Farmington - City Mgr

Plan Type:  401(a) Money Purchase Plan  401 Profit-Sharing Plan  457 Deferred Compensation Plan

ICMA-RC Plan Number: 10 7328

**I. Purpose**

The purpose of these guidelines is to establish the terms and conditions under which the Employer will grant loans to participants. This is the only official Loan Provision Document of the above named Plan.

**II. Eligibility**

Loans are available to all active employees. Loans will not be granted to participants who have an existing loan in default. Loans will be pro-rated among all the funds in which the participant is invested at the time the loan is made.

For 401 plans only:

Loans are available from the following sources: [select one or both]

- Employer Contribution Account (vested balances only)
- Participant Contribution Accounts (pre- and post-tax, if applicable, including Employee Mandatory, Employee Voluntary, Employer Rollover, and Portable Benefits Accounts, but excluding the Deductible Employee Contribution/Qualified Voluntary Employee Contribution Account)

For Roth 401(k) plans only:

A participant's Designated Roth Account balance can be used to secure a participant loan.

Designated Roth Account balances [select one]

- will not (default option) be available as a source for loans under the Plan.
- will be available as a source for loans under the Plan. (Note: Using the Roth source for loans may have negative tax consequences for participants.)

For all plan types:

Loans are available for the following purposes: [select one]

- All purposes
- Loans shall only be granted in the event of a participant's hardship or for the purpose of enabling a participant to meet certain specified financial situations. The employer shall approve the participant's loan application after determining, based on all relevant facts and circumstances, that the amount of the loan is not in excess of the amount required to relieve the financial need. For this purpose, financial need shall include, but not be limited to: unreimbursed medical expenses of the participant or members of the participant's immediate family, establishing or substantially rehabilitating the principal residence of the participant, or paying for a college education (including graduate studies) for the participant or his/her dependents.

**III. Frequency of loans** [select one]

- Participants may receive one loan per calendar year. Moreover, participants may have only one (1) outstanding loan at a time.
- Participants may receive one loan per calendar year. Moreover, no participant may have more than five (5) loans outstanding at one time.

**IV. Loan amount**

The minimum loan amount is \$1,000.

The maximum amount of all loans to the participant from the plan and all other plans sponsored by the Employer that are qualified employer plans under section 72(p)(4) of the Code is the *lesser* of:

- (1) \$50,000, reduced by the highest outstanding balance of all loans from any 401 or 457 plans for that participant during the one-year period ending on the day before the date a loan is to be made, or
- (2) one half of the participant's vested account balance, reduced by the current outstanding balance of all 401 and 457 loans from all plans for that participant.

If a participant has any loans outstanding at the time a new loan is requested, the new loan will be limited to the maximum amount calculated above reduced by the total of the outstanding loans.

A loan cannot be issued for more than the above amount. The participant's requested loan amount is subject to downward adjustment without notice due to market fluctuation between the time of application and the time the loan is made.

**V. Length of loan**

A loan must be repaid in substantially equal installments of principal and interest, at least monthly, over a period that does not exceed five (5) years.

Loans for a principal residence must be repaid in substantially equal installments of principal and interest, at least monthly, over a period that does not exceed 30 [state number of years] years (maximum 30 years).

**VI. Loan repayment process**

Loan repayments for active employees must be through (choose one):

- Payroll deduction only.  
PL642(2) = 2
- ACH debit only.  
PL642(2) = 0
- Employee may choose either payroll deduction or ACH debit.  
PL642(2) = 1

If payroll deduction repayment is allowed, and the employee wishes to use this method, the employee must notify the Employer so that the Employer can ensure that repayment will begin as soon as practicable on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely way could lead to the employee's loan entering delinquency status. Payroll deduction should begin within two payroll cycles following the employee's receipt of the loan.

## Loan Guidelines Agreement

Repayments through payroll deduction will be sent via check or wire by the Employer to ICMA-RC on the following cycle (choose one):

- Weekly (52 per year)
- Bi-weekly (26 per year)
- Semi-monthly (24 per year)
- Monthly (12 per year)

If ACH debit repayment is allowed, debits from the employee's designated bank account will begin approximately one month following the date the employee's signed ACH authorization form is received and processed by ICMA-RC, or, in the case of online loans, approximately one month following the date the loan check has been cleared for payment. Debits will normally be made on a monthly basis.

Loans outstanding for former employees or employees on a leave of absence must be repaid on the same schedule as if payroll deductions were still being made unless they reamortize their loans and establish a new repayment schedule that provides that substantially equal payments are made at least monthly over the remaining period of the loan.

Loan payments, including loan payments from former employees, are allocated to the participant's current election of investment options on file with ICMA-RC.

The participant may pay off all or a portion of the principal and interest early without penalty or additional fee. Extra payments are applied forward to both principal and interest as specified in the original repayment schedule, unless the additional payment is for the balance due.

### VII. Loan interest rate

The rate of interest for loans of five (5) years or less will be based on prime plus 0.5%.

The rate of interest for loans for a principal residence will be based on the FHA/VA rate.

Interest rates are determined on the last business day of the month preceding the month the loan is disbursed. The interest rate is locked in at the time a loan is approved and remains constant throughout the life of the loan.

The prime interest rate is determined on the last business day of each month using [www.nfsn.com](http://www.nfsn.com) as the source. The FHA/VA interest rate is also determined on the last business day of each month using [www.bankofamerica.com](http://www.bankofamerica.com) as the source.

Loan interest rates for new loans taken in different months may fluctuate upward or downward monthly, depending on the movement of the prime and FHA/VA interest rates.

The employer may modify the manner in which loan interest rates will be determined, but only with respect to future loans.

### VIII. Loan application procedure

Loans must be requested using the following method (check one):

- Online only:** All loans must be requested online by employees through ICMA-RC's Account Access site at [www.icmarc.org](http://www.icmarc.org), with Employer pre-authorization as outlined in italics below.

If an employee is married at the time of application, and spousal consent is required by the Plan for the loan, the employee's spouse must consent, in writing, to the loan and the consent must be witnessed by a plan representative or notary public. Such consent must be received in writing by ICMA-RC no more than ninety (90) days before the loan request is submitted through Account Access.

The promissory note, truth-in-lending rescission notice and disclosure statement are presented to the employee online through Account Access at the time the employee submits the loan request. The employee confirms receipt and acceptance of these documents by clicking on the affirmative buttons on the Account Access program.

ICMA - RC

*The employer hereby authorizes all future loans requested through the online process via Account Access, as well as any requests that employees submit on paper forms, pending review of the application by ICMA-RC. Notice of loan issuance will be provided to the Employer via reports posted on the EZLink site.*

The loan amount will generally be redeemed from the employee's account on the same day as the employee's successful submission of the loan request through Account Access, if it is submitted prior to 4:00 p.m. ET on a business day. If not, the loan amount will be redeemed on the next business day following submission. The loan check is generally issued on the next business day following redemption, and will be mailed directly to the employee. The employee's presentation of the loan check for payment constitutes an acknowledgment that the employee has received and read the loan disclosure information provided by ICMA-RC and agrees to the terms therein.

Loan repayment will begin as soon as practicable following the employee's presentation of the loan check for payment.

- Online and through Direct Loan application:** All loans must be requested either online by employees through ICMA-RC's Account Access site at [www.icmarc.org](http://www.icmarc.org), or through the Direct Loan application, both of which require pre-authorization by the Employer as outlined in italics below.

If an employee is married at the time of application, and spousal consent is required by the Plan for the loan, the employee's spouse must consent, in writing, to the loan and the consent must be witnessed by a plan representative or notary public. Such consent must be received in writing by ICMA-RC no more than ninety (90) days before the loan request is submitted through Account Access. In the case of the Direct Loan Application, spousal consent should be sent along with the application.

The promissory note, truth-in-lending rescission notice and disclosure statement are mailed to the employee along with the issued loan check. The employee confirms receipt and acceptance of these documents and terms at the time the endorsed check is presented for payment.

*The Employer hereby authorizes all future loans requested through the online process via Account Access, as well as any requests that employees submit on paper forms, pending review of the application by ICMA-RC. Notice of loan issuance will be provided to the Employer via reports posted on the EZLink site.*

The loan amount will generally be redeemed from the employee's account on the same day as either ICMA-RC's receipt of a loan application (complete and in good order), or the employee's successful submission of the loan request through Account Access, if it is submitted prior to 4:00 p.m. ET on a business day. If not, the loan amount will be redeemed on the next business day following submission. The loan check is generally issued on the next business day following redemption, and will be mailed directly to the employee. The employee's presentation of the loan check for payment constitutes an acknowledgment that the employee has received and read the loan disclosure information provided by ICMA-RC and agrees to the terms therein.

Loan repayment will begin as soon as practicable following the employee's presentation of the loan check for payment.

- Direct Loan application only:** All loans must be requested through the Direct Loan application, which requires pre-authorization by the Employer as outlined in italics below.

If an employee is married at the time of application, and spousal consent is required by the Plan for the loan, the employee's spouse must consent, in writing, to the loan and the consent must be witnessed by a plan representative or notary public. Such consent must be received in writing by ICMA-RC along with the Direct Loan Application.

The promissory note, truth-in-lending rescission notice and disclosure statement are mailed to the employee along with the issued loan check. The employee confirms receipt and acceptance of these documents at the time the endorsed check is presented for payment.

*The employer hereby authorizes all future loans requested on paper forms, pending review of the application by ICMA-RC. Notice of loan issuance will be provided to the Employer via reports posted on the EZLink site.*

The loan amount will generally be redeemed from the employee's account on the same day as ICMA-RC's receipt of a loan application (complete and in good order).

## *Loan Guidelines Agreement*

The loan check will generally be issued from the employee's account on the next business day following redemption. The loan check will be mailed directly to the employee. The employee's presentment of the loan check for payment constitutes an acknowledgment that the employee has received and read the loan disclosure information provided by ICMA-RC and agrees to the terms therein.

Loan repayment will begin as soon as practicable following the employee's presentment of the loan check for payment.

- Loan application through the Employer:** All loans must be requested in writing on an application approved by the plan administrator. The application must be signed by the participant. The Employer must review and approve each participant's application.

The participant will be required to sign a promissory note evidencing the loan and a disclosure statement that includes an amortization schedule prior to receiving a loan check. Loan checks will generally be issued on the next business day following ICMA-RC's receipt of a complete loan application. The loan check, promissory note, disclosure statement and truth-in-lending rescission notice will be sent to the employer, who will obtain the necessary signatures and deliver the check to the participant. All executed documents must be returned to ICMA-RC within 10 calendar days from the date the check is issued.

### **IX. Security/Collateral**

That portion of a participant's account balance that is equal to the amount of the loan is used as collateral for the loan. The collateral amount may not exceed 50 percent of the participant's account balance at the time the loan is taken. Only the portion of the account-balance that corresponds to the amount of the outstanding loan balance is used as collateral.

### **X. Acceleration** [select one]

All loans are due and payable in full upon separation from service.

All loans are due and payable when a participant receives a distribution of **all** of his/her account balance after separation from service. The amount of the outstanding loan balance will be reported as a distribution in addition to the amount of cash distributed from the plan.

All loans are due and payable when a participant receives a distribution of **part** of his/her account balance after separation from service. The amount of the outstanding loan balance will be reported as a distribution in addition to the amount of cash distributed from the plan.

### **XI. Reamortization**

Any outstanding loan may be reamortized. Reamortization means changing the terms of a loan, such as length of repayment period, interest rate, and frequency of repayments. A loan may not be reamortized to extend the length of the loan repayment period more than five (5) years from the date the loan was originally made, or in the case of a loan to secure a principal residence, beyond the number of years specified by the employer in Section V above.

A participant must request the reamortization of a loan in writing on a reamortization application acceptable to the plan administrator. Upon processing the request, a new disclosure statement will be sent to the employer for endorsement by the participant and approval by the employer. The executed disclosure statement must be returned to the plan administrator within 10 calendar days from the date it is signed. The new disclosure statement is considered an amendment to the original promissory note, therefore a new promissory note will not be required.

A reamortization will not be considered a new loan for purposes of calculating the number of loans outstanding or the one loan per calendar year limit.

## **XII. Refinancing existing loans**

If a participant has one outstanding loan, that loan may be refinanced. If a participant has more than one outstanding loan, no loans may be refinanced. Refinancing means concurrently repaying an existing loan and borrowing an additional amount through a new loan. Refinancing includes any situation in which one loan replaces another loan and the term of the replacement loan does not exceed the latest permissible term of the replaced loan.

In order to refinance an existing loan, a participant must request this in writing on an application approved by the plan administrator. Such request must be made at a time when the participant is eligible to obtain a loan as defined by the employer in Section III above. The amount of the additional loan amount requested for the purpose of refinancing is subject to the loan limits specified in Section IV above.

Because a refinancing is considered a new loan, only active employees may refinance an outstanding loan.

## **XIII. Reduction of Loan**

If a participant dies prior to full repayment of the outstanding loan(s), the outstanding loan balance(s) will be deducted from the account prior to distribution to the beneficiary(ies). The unpaid loan amount is a taxable distribution and may be subject to early withdrawal penalties. The participant's estate is responsible for taxes or penalties on the unpaid loan amount, if any. A beneficiary is responsible for taxes due on the amount he or she receives. A Form 1099 will be issued to both the beneficiary and the estate for these purposes.

## **XIV. Deemed Distribution**

Loan repayments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. If a scheduled payment is not paid within 30, 60, and/or 90 days of the due date, a notice will be sent to both the employee and the employer.

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. If the total amount of any delinquent payment is not received by ICMA-RC by the end of the calendar quarter following the calendar quarter in which the payment was due, the loan is considered a taxable distribution, and the principal balance, in addition to any accrued interest, is reported as a distribution to the IRS. However, no money is paid in this distribution, because the participant already has the loan proceeds.

The loan is deemed distributed for tax purposes, but it is not an actual distribution and therefore remains an asset of the participant's account. Interest continues to accrue. The outstanding loan balance and accrued interest are reported on the participant's account statement.

Repayment of a deemed distribution will not change or reverse the taxable event.

The loan continues to be outstanding, and to accrue interest, until it is repaid or offset using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in the plan document.

Participants are required to repay any outstanding loan which has been deemed distributed before they can be eligible for a new loan. The deemed distribution and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan. New loans must be repaid through payroll deduction.

*Loan Guidelines Agreement*

The employer is obligated by federal regulation to comply with the loan guideline requirements applicable to participant loans, and to ensure against deemed distribution by monitoring loan repayments, regardless of the method of repayment, and by advising employees if loans are in danger of being deemed distributed. The tax-qualified status or eligibility of the entire plan may be revoked in cases of frequent repayment delinquency or deemed distribution.

**XV. Fees**

Fees may be charged for various services associated with the application for and issuance of loans. All applicable fees will be debited from the participant's account balance and/or from the participant's loan repayments prior to crediting the repayment of principal and interest to the participant's account. A schedule of fees applicable to this plan is specified in ICMA-RC's current publication of *Making Sound Investment Decisions: A Retirement Investment Guide*.

**XVI. Other**

The employer has the right to set other terms and conditions as it deems necessary for loans from the plan in order to comply with any legal requirements. All terms and conditions will be administered in a uniform and non-discriminatory manner.

In Witness Whereof, the employer hereby caused these Guidelines to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

EMPLOYER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Accepted: ICMA RETIREMENT CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_



# 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: Mayor and City Council  
From: Keith Johnson, Assistant City Manager  
Date: July 13, 2011  
Subject: **STATE RETIREMENT BENEFITS FOR THOSE ON LTD HIRED AFTER JULY 1, 2011.**

### RECOMMENDATION

City staff recommends that the City does not pay for the retirement premiums when an employee goes on to LTD coverage. The Staff wanted the Council to make this final decision of whether or not to pay the retirement benefit even though the individual is on LTD. This will mean that an individual on LTD will not accrue years of service with the retirement system.

### BACKGROUND

With all the changes to the State Retirement, the State Retirement will no longer count the years that some one is on LTD as years of service for retirement benefits unless the City pays the monthly retirement premiums while that person is on LTD. Up to now the City did not pay the retirement premiums when some one was on LTD and yet they continued to get credit for years of service as if they were working. This is only for any employee who is hired after July 1, 2011. Depending on how long the individual is on LTD before they qualify for social security and other financial aid, will determine the cost to the City.

We talked this over in the personnel committee and the consensus was to not pay the retirement premiums for some one on LTD.

Respectfully Submitted,

Keith Johnson,  
Assistant City Manager

Review and Concur,

Dave Millheim,  
City Manager

# Utah Retirement Systems

## Retirement Office

560 East 200 South  
Salt Lake City, UT 84102-2021

(801) 366-7700  
(800) 365-8772 Toll Free  
(801) 366-7734 Fax  
www.urs.org

ROBERT V. NEWMAN  
Executive Director

## Public Employees Health Program

560 East 200 South  
Salt Lake City, UT 84102-2004

(801) 366-7500  
(800) 365-8772 Toll Free  
(801) 366-7596 Fax  
www.pehp.org

JEFFREY L. JENSEN  
Director

TO : All Utah Retirement Systems (URS) participating employers with a current Benefit Protection Contract (BPC) for Long Term Disability (LTD)

SUBJECT: LTD Benefit Protection Contracts covering Tier 2 members

DATE: May 20, 2011

Our records indicate you currently have a BPC in place for LTD Tier 1 members. A BPC allows members to continue to accrue benefits with URS during the period they are approved for LTD.

At this time, you have the option of covering Tier 2 members with your current BPC for LTD or waiving such coverage. If you decide to cover Tier 2 members under your current BPC, **you will be required to pay the total contribution rate for any Tier 2 members approved for long term disability.**

Each employer must complete and return this form to the retirement office no later than **June 30, 2011**. If this form is not received by our office by **June 30, 2011**, your current BPC will default to cover all Tier 2 members.

If you have any questions, please call Carol Tilson or Mark Cain at 801-366-7770 or 1-800-695-4877.

Employer Name Farmington City

Employer Number 347

Current LTD Provider Standard Insurance

- Yes, the employer elects to cover all Tier 2 members under its current Benefit Protection Contract. **(The employer will be required to pay the total contribution rate for all Tier 2 members approved for long term disability).**
- No, the employer elects not to cover any Tier 2 members under its current Benefit Protection Contract. The current Benefit Protection Contract will remain unchanged for Tier 1 members.

\_\_\_\_\_  
Authorized Signature (print name and sign)

\_\_\_\_\_  
Date



# 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: Mayor and City Council  
From: Keith Johnson, Assistant City Manager  
Date: July 13, 2011  
Subject: **LTD FOR VOLUNTEER (PART TIME) FIREMAN HIRED AFTER JULY 1, 2011.**

### RECOMMENDATION

Approve the following agreement with the Utah Retirement System.

### BACKGROUND

With all the changes to the State Retirement, the State Retirement is required to add all volunteer fireman (part time also) to the PEHP LTD coverage. Any existing fireman are covered under the old system and this is for any fireman hired after July 1, 2011. There is no cost to the City as the premiums will be paid from the fire insurance premium tax.

We talked this over in the personnel committee and the consensus was to approve this agreement to have the LTD coverage for part time fireman hired after July 1, 2011 with PEHP.

Respectfully Submitted,

Keith Johnson,  
Assistant City Manager

Review and Concur,

Dave Millheim,  
City Manager

# Utah Retirement Systems

## Retirement Office

560 East 200 South  
Salt Lake City, UT 84102-2021

(801) 366-7700  
(800) 365-8772 Toll Free  
(801) 366-7734 Fax  
www.urs.org

ROBERT V. NEWMAN  
Executive Director

## Public Employees Health Program

560 East 200 South  
Salt Lake City, UT 84102-2004

(801) 366-7500  
(800) 365-8772 Toll Free  
(801) 366-7596 Fax  
www.pehp.org

JEFFREY L. JENSEN  
Director

**TO:** All Utah Firefighter Department Fire Chiefs  
**SUBJECT:** Introduction to PEHP Long-Term Disability Program and Plan Agreement  
**DATE:** June 2011

Due to some of the changes made this last Legislative session full-time and volunteer firefighters initially entering employment on or after July 1, 2011 are required to use PEHP's Long Term Disability Program ("LTD Program") found in Title 49 of Utah Code. Please note that all firefighters hired before July 1, 2011, remain eligible for firefighter disability retirement benefits under the *URS Firefighters' System*.

We have enclosed a PEHP Long-term Disability Overview to introduce you to the basics of our Program.

PEHP LTD premiums for eligible firefighters will be paid through the Utah Fire Insurance Premium Tax. Therefore, no premiums for LTD are to be paid on firefighters' salaries.

We have enclosed an Agreement for review and signature. It is critical that each fire department and sponsoring public employer communicate with each other and coordinate the signing of this Agreement. The PEHP LTD program has received conflicting and incomplete information concerning the identity of all fire departments within the state and which individuals have the authority to sign Agreements on behalf of the firefighter unit. Therefore it is incumbent on the firefighter unit and sponsoring employer to ensure that the Agreement is signed by an individual that has authority to bind the firefighter unit. The PEHP LTD program will accept the Agreement as valid once it is received.

**Failure to sign and return this Agreement to the PEHP LTD Program will forfeit all LTD coverage for your firefighters.** Also, the failure to keep a current list of full-time and volunteer firefighters in conjunction with the Utah Fire Marshal's office will negate coverage for those firefighters not on the list.

Please ensure the Agreement is dated and signed by the correct person and returned to PEHP LTD before June 30, 2011. Please keep a copy for your records.

We are pleased to administer this important program for your firefighters.

If you have any questions about the Agreement or the LTD Program, please feel free to contact our office.

Thank you,

### **Long Term Disability Program**

Public Employees Health Program  
560 East 200 South  
Salt Lake City, Utah 84102  
(801) 366-7583 or (800) 365-7347

# PEHP Long-Term Disability Overview

## Firefighter Benefit

<p><b>Definition of Disability</b></p>	<p>1) The complete inability to engage in your regular occupation during the elimination period and the first 24 months of disability benefits.</p> <p>2) After the elimination period and the first 24 months of disability benefits, the definition of disability is the complete inability to engage in any gainful occupation which is reasonable, considering your education, training, and experience.</p>
<p><b>Eligible Employees*</b></p>	<p><b>Tier II Full-time Firefighters:</b> Firefighter service employees (full time = minimum 2,080 hours per year) who are initially entering employment as a firefighter on or after July 1, 2011.</p> <p><b>Tier II Volunteer (and part-paid) Firefighters:</b> Volunteer firefighters who are initially entering employment as a firefighter on or after July 1, 2011.</p>
<p><b>Premium Contribution</b></p>	<p>Premiums for PEHP LTD benefit paid with Utah State Fire Insurance Tax funds.</p>
<p><b>Non Line-of-Duty Benefit Percentage</b></p>	<p><b>Tier II Full-time Firefighters:</b> Two-thirds of your regular monthly salary.</p> <p><b>Tier II Volunteer (and part-paid) Firefighters:</b> Ineligible. (Eligible for line-of-duty only -- see below)</p>
<p><b>Benefit Percentage Line-of-Duty</b></p>	<p>Totally disabled due to a physical injury resulting from external force or violence as a result of the performance of an employment duty and pursuant to applicable Board Resolution.</p> <p><b>Tier II Full-time Firefighters:</b> 100% of regular monthly salary.</p> <p><b>Tier II Volunteer (and part-paid) Firefighters:</b> 50% of regular salary. Salary determined by the lowest monthly compensation of firefighters of a city of the first class in Utah at the time of disability.</p>
<p><b>Benefit Waiting Period</b></p>	<p>Three months, to the nearest first of the month.</p>

<p><b>Maximum Benefit Period</b></p>	<p>If the you're under age 65 at day of disability, the maximum benefit period is to age 65 or until you qualify for an unreduced retirement benefit (25 years of service), whichever occurs first.</p> <p>If you become disabled at or after age 60, benefit is payable as follows (unless you reach 25 years of service first).</p> <p>Age on date of disability:  <b>Age 60 or 61 » five years</b>      <b>Age 62 or 63 » four years</b>  <b>Age 64 or 65 » three years</b>      <b>Age 66, 67, or 68 » two years</b>      <b>Age 69 years or older » one year.</b></p>
<p><b>Social Security Offset</b></p>	<p>You may be required to apply for Social Security Disability Insurance (SSDI) benefits. LTD benefit will be reduced by any SSDI money received by you, your spouse and your eligible children.</p>
<p><b>Other Deductible Income</b></p>	<p>Your benefit will be reduced by any money received: 1) Workers' compensation indemnity benefits; 2) Judgment, legal action, or settlement from a third party liable to you for the disability; 3) Unemployment compensation benefits; 4) Automobile no-fault, medical payments, or similar insurance payments; 5) Judgment, settlement, or other payment as a result of a claim against an employer.</p>
<p><b>Limitations</b></p>	<p>24 benefit months if the disability is due to a psychiatric illness unless institutionalized.</p>
<p><b>Retirement Service Credit</b></p>	<p><b>Tier II Full-time Firefighters:</b> Retirement service credit may accrue with the Utah Retirement Systems if the employer has signed a retirement benefit protection contract and paid appropriate contributions.</p> <p><b>Tier II Volunteer (and part-paid) Firefighters:</b> No years of retirement service accrual.</p>
<p><b>Additional Benefits</b></p>	<p>If a disabled employee engages in approved rehabilitative employment, the monthly disability benefit otherwise payable shall be reduced by an amount equal to 50% of the income the employee earns.</p> <p>Vocational rehabilitation counseling available.</p>
<p><b>Other</b></p>	<p>*All firefighters hired before July 1, 2011, are eligible for firefighter disability retirement benefits under the URS Firefighters' System.</p> <p>Employees' Long-Term Disability Act found at U.C. 49-21-101</p>

# PEHP Serving the Employees Who Serve Utah

Note: The LTD Program is established by Title 49 of the Utah Code. This provides a general description of benefits provided and is for informational purposes only. No error, misrepresentation, or ambiguity in this information creates any rights or benefits not expressly granted by Utah Code Title 49.

**AGREEMENT  
UTAH RETIREMENT SYSTEMS  
PUBLIC EMPLOYEES LONG-TERM DISABILITY PROGRAM AND  
FARMINGTON CITY for Farmington City Fire Department**

---

**THIS AGREEMENT** is made and entered into by and between FARMINGTON CITY a body corporate and political subdivision of the State of Utah, for purposes of this agreement hereinafter referred to as the "EMPLOYER", and UTAH RETIREMENT SYSTEMS by and through the "PUBLIC EMPLOYEES LONG-TERM DISABILITY PROGRAM" or "LTD Program".

**WITNESSETH:**

**WHEREAS**, LTD Program is obligated pursuant to Title 49, Chapter 21, Utah Code Annotated (1953, as amended), to make long-term disability benefits available to employers of the State, its educational institutions, and political subdivisions; and

**WHEREAS**, the EMPLOYER certifies it is a political subdivision of the State of Utah and also certifies that both the EMPLOYER and its firefighter service employees and volunteer firefighters hired on or after July 1, 2011, qualify to participate in such a program; and

**WHEREAS**, EMPLOYER wants to participate in the LTD PROGRAM; and

**WHEREAS**, EMPLOYER wants to have the LTD Program act as the long-term disability provider organization for EMPLOYER's firefighter service employees and volunteer firefighters hired on or after July 1, 2011; and

**WHEREAS**, THE LTD Program has agreed to make available to EMPLOYER's firefighter service employees and volunteer firefighters hired on or after July 1, 2011, the benefit program set forth in Title 49, Chapter 21, of the Utah Code Ann.

**NOW, THEREFORE**, for and in consideration of the agreement and provisions hereinafter contained, it is hereby agreed as follows:

### **SECTION 1. SCOPE OF AGREEMENT**

1.1 Title 49, of the Utah Code Ann. contains the terms of the long-term disability LTD Program which govern the long-term disability benefits.

1.2 The LTD Program shall be administered by the Utah State Retirement Office, under Utah law and the policies and rules adopted by the Utah State Retirement Board and the LTD Program.

1.3 Any documents prepared and/or provided by the LTD Program are intended to be complementary to this Agreement. In the event of any inconsistency between the provisions of any LTD document, this Agreement and/or Utah law, they shall be resolved by giving precedence first to Utah Code Title 49, Chapter 21, then to this Agreement.

## SECTION 2. ELIGIBLE EMPLOYEES

2.1 The LTD Program will make long-term disability benefits available to the EMPLOYER's "firefighter service employees" and "volunteer firefighters" hired on or after July 1, 2011, as those terms are defined under Utah Code Ann. §49-23-102.

Notwithstanding any other provision of this Agreement, volunteer firefighters hired on or after July 1, 2011, are eligible for line-of-duty disability benefits only.

2.2 The following employees **are not eligible** for LTD Program's Long-term disability benefits:

- a. All non-firefighter service employees of employer;
- b. Utah Retirement System post-retirees;
- c. Employees with enough years to retire from the Utah Retirement System without a reduction, and subject to U.C.A. §49-21-403; and
- d. Employees classified by Utah Retirement Systems under Title 49, as ineligible to participate with the Utah Retirement System.

## SECTION 3. TERM OF AGREEMENT

3.1 Unless sooner terminated as herein provided, this Agreement shall be effective beginning July 1, 2011, and will be automatically renewed annually. Either party shall have the right to terminate this Agreement without cause by notifying the other party in writing, of its intent to terminate at least ninety (90) days in advance.

3.2 Upon termination of this Agreement, the LTD Program shall continue to provide disability benefits to individuals whose date of disability was prior to the termination date of this Agreement for as long as those individuals remain eligible for disability benefits under the terms of the LTD Program.

3.3 Except as provided above, upon termination of this Agreement the LTD Program shall not provide any benefits to EMPLOYER'S Eligible Employees which have a date of disability on or after the termination date of this Agreement.

#### **SECTION 4. RATES**

4.1 The rate is listed in Exhibit A.

4.2 Rates for firefighters and voluntary firefighters will be paid through the Utah Fire Insurance Premium Tax therefore no rate is due to the LTD Program for firefighter employees by Employer.

4.3 EMPLOYER acknowledges that during each legislative session, the Retirement Board shall certify to the Legislature the rate expressed as a percentage of salary which is required to fund the Public Employees' Long-Term Disability Trust Fund.

4.4 The LTD Program may increase or decrease the rate, upon renewal upon written notice to EMPLOYER, according to sound actuarial principles. If the LTD Program determines that it is necessary to increase the rate in order to keep the Program

actuarially sound, EMPLOYER will be provided with sixty (60) day notice of the rate increase.

## **SECTION 5. EMPLOYER RESPONSIBILITY**

5.1 EMPLOYER hereby acknowledges and agrees that upon request of the LTD Program, it is the responsibility of EMPLOYER to provide to the LTD Program the number of Eligible Employees, and, if requested, a list of the names and salaries of Eligible Employees.

5.2 Upon Eligible Employees' application for an LTD benefit, EMPLOYER agrees to provide to the LTD Program the information necessary to complete the application process, which includes, a completed Employer Certification and/or any other relevant employment documentation requested by the LTD Program. EMPLOYER agrees to cooperate with the LTD Program in, providing information requested by the LTD Program.

## **SECTION 6. AVAILABILITY OF DATA**

6.1 EMPLOYER acknowledges that the LTD Program is subject to Utah Code Annotated §49-11-618(2) (1953, as amended), and the LTD Program will comply with the applicable board resolutions on confidentiality.

## SECTION 7. GENERAL PROVISIONS

7.1 This Agreement may be modified or amended only by a written instrument executed by duly authorized officers of the parties hereto except as provided below.

7.2 If at any time Utah law changes, which impacts this Agreement, this Agreement will be automatically amended to reflect such changes.

7.3 If any party defaults in the performance of this Agreement or fails to perform any of its obligations hereunder, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing the Agreement or from pursuing any remedy provided hereunder.

7.4 Except as otherwise provided in this Agreement, in the event a party to this Agreement fails to perform its obligations hereunder, the performing party shall provide written notice to the non-performing party of such failure(s) to perform. The non-performing party shall then have sixty (60) days to cure such non-performance. If the non-performing party does not cure such failures, the performing party may terminate the Agreement without waiving any rights that party may have either in law or equity.

7.5 This Agreement is entered into in the State of Utah and shall be governed by the laws of Utah.

7.6 Each person signing this Agreement represents and warrants that they are authorized to sign this Agreement and has the authority to bind the entity on whose behalf they are signing.

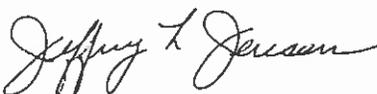
7.7 The parties agree to resolve any dispute regarding this Agreement through the administrative hearing process outlined in Utah Code Annotated §49-11-613.

7.8 This Agreement is for the benefit of the parties and does not create any rights, causes of action or obligations to or on behalf of any third party.

7.9 Each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

UTAH RETIREMENT SYSTEMS  
PUBLIC EMPLOYEES HEALTH PROGRAM

By: 

Title: Director Public Employees Health Program

Employer: FARMINGTON CITY

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**PREMIUM RATE**

**July 1, 2011**

The LTD premium rate for full time firefighters is .006 of regular salary as defined by the Compensation Table/Contribution Reporting for Utah Retirement Systems found in the Employer's Guide.

The rate for volunteer firefighters is .006 of salary as defined at Utah Code Annotated §49-16-701.



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BLTON  
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: Holly Gadd, City Recorder

Date: July 12, 2011

Subject: **AGREEMENT WITH DAVIS COUNTY REGARDING ELECTIONS**

### RECOMMENDATION

By minute motion, approve the attached Agreement from Davis County outlining the responsibilities of the County and City for the upcoming elections.

### BACKGROUND

In the past, the City has handled the elections using paper ballots due to the significant cost of electronic voting machines. This year, the County has put together a proposal that is very cost effective. In 2009 the City paid approximately \$11,500 for paper ballots. The proposal from the County using the electronic voting machines and two polling locations is approximately \$6,000. The County will provide all of the necessary supplies, recruit, train and pay the poll workers, provide a tabulation of election results and provide the canvass reports. We would recommend using the same two polling locations from this point forward to ensure consistency and eliminate confusion. I believe this is very cost effective for the City and will free up a lot of time to do other City business.

Respectfully Submitted

Holly Gadd  
City Recorder

Review & Concur

Dave Millheim  
City Manager

## AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between DAVIS COUNTY, a body politic of the State of Utah, hereinafter referred to as "County," and FARMINGTON CITY, a municipal corporation of the State of Utah, hereinafter referred to as "City."

### WITNESSETH:

WHEREAS, pursuant to Section 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year; and

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2011 upon the following terms and conditions; and

WHEREAS, the parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Chapter 13, Title 11, and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, to enter into this Agreement:

NOW THEREFORE, in consideration of the mutual terms and conditions set forth hereafter, the parties hereto agree as follows:

1. County agrees to provide to City if needed for the primary election in September 2011, and if needed for the general election in November 2011 the following:
  - a. Test, program, assemble and make available to City voting machines and poll supplies.
  - b. Provide for delivery and retrieval of voting equipment.

- c. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information.
  - d. Absentee ballot processing, which includes mailing, receiving, signature verification and tabulation.
  - e. Provide electronic ballot files for Optical Scan Ballots printing.
  - f. Provide Information System assistance which includes, but is not necessarily limited to election programming, tabulation, programmers and technicians.
  - g. Canvass reports.
  - h. Electronic tabulation results transmitted to the Office of the Lieutenant Governor.
  - i. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for electronic voting.
  - j. Recruit poll workers; provide training, scheduling, supplies and compensation.
  - k. Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - l. If required, in cooperation with the City, conduct an election audit.
  - m. Store all election returns for the required twenty-two (22) months.
2. Farmington City agrees to do the following:
- a. Provide and act as the chief election officer and assume all duties and responsibilities as outlined by law.
  - b. Identify polling locations and assign voting precinct.

- c. Enter into a polling location Hold Harmless Agreement, if needed.
- d. Provide projected voter turnout.
- e. Declaration of Candidacy filing.
- f. Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- g. Approve the election plan, which includes, but is not necessarily limited to accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments.
- h. City's legislative body poll worker approval.
- i. Proof and approve the accuracy of the printed and audio of ballot formats.
- j. Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, ballots and public demonstration.
- k. Early voting administration.
- l. Provisional ballot verification.
- m. Arrange and conduct election canvass.
- n. Prepare candidate certificates.
- o. Perform all other election related duties and responsibilities not outlined in this agreement.
- p. City agrees to pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations beyond the normal wear and tear.

3. Both parties agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". The payment shall be made within thirty (30) days of receiving the invoice prepared by the County.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until December 31, 2011.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

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

DAVIS COUNTY

By \_\_\_\_\_  
Louenda H. Downs, Chair  
Davis County Commission

ATTEST:

\_\_\_\_\_  
Steve S. Rawlings  
Davis County Clerk/Auditor

Attorney Approval

The undersigned, the authorized attorney of Davis County, approves the foregoing Agreement as to form and compatibility with State law:

\_\_\_\_\_  
William K. McGuire  
Deputy Davis County Attorney

FARMINGTON CITY

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Holly Gadd, City Recorder

Attorney Approval

The undersigned, the authorized attorney of \_\_\_\_\_ City, approves the foregoing Agreement as to form and compatibility with State law:

\_\_\_\_\_  
Todd Godfrey, City Attorney

## Exhibit "A" (page 1 of 2)

### DAVIS COUNTY STANDARD MUNICIPAL ELECTION EXPENSES

#### 2010 Poll Workers Compensation Rates

20A-5-602(4)(b) Municipalities may not compensate higher than the county.		COST	
Poll Manager (PM) New	\$160.00		New Poll Managers and TSTs are required to attend two training courses. Experienced Poll Managers, TSTs and other Poll Workers usually attended only one training course.
Training Course(s)	\$50.00		
Touch Screen Technician (TST) New	\$160.00		
Training Course(s)	\$35.00		
Receiving Clerk	\$135.00		
Training Course(s)	\$35.00		
Poll Book Clerk	\$125.00		
Training Course(s)	\$25.00		
Provisional/Optical Scan Clerk	\$125.00		
Training Course(s)	\$30.00		
Host	\$125.00		
Training Course(s)	\$25.00		

#### Poll Worker Recruitment and Training

Poll Worker Recruitment and Administration	\$8.00	Per Poll Worker
Training Creation and Preparation (Includes equipment and preparation)	\$500.00	Shared with all cities
Poll Worker Handbook and Supplies included in Training	\$0.00	
Poll Worker Training per Person	\$20.00	

#### Equipment

Touch Screen (TSX) Includes:	\$75.00	(150 voters per machine, minimum of 3 machines per location)
Testing Pre and Post election		
Security Seals		
Canister, Label, and (1) Roll of Paper		(1 per machine)
Printer Housing		(1 per machine)
VIBS—Visually Impaired Ballot Station (Keypad & Headphones)		(1 per polling location)
Voter Access Cards		(4 per machine)
Optical Scan Voting Booths (each)	\$5.00	
Vote Here Signs (4 per location)	\$5.00	
Laptop computers, programming, pre/post test	\$75.00	(If using electronic voter check in, 1 laptop per 500 voters)

#### Consumable Supplies

Paper Roll (Each additional)	\$1.00	(No charge for unused and returned paper rolls)
Canister Label	\$1.00	
Polling Location Supplies	\$35.00	(Forms, instructions, signs, stickers, pens, pencils, name tags, etc.)
Regular Green Poll Books (per check in station)	\$0.00	Included with Laptop
Provisional Orange Poll Books	\$0.00	Included with Laptop

#### Ballot Layout and Programming

Gems Programming/ Ballot Logic and Accuracy Testing - TSX & Optical Sc	\$800.00	Shared with all based on number of precincts
Optical Scan Ballot Set-up	\$50.00	
City set-up (cities with new recorders)	\$75.00	
Memory Card Programming (per card)	\$15.00	
Audio Programming	\$50.00	

#### Election Services

Public L&A Demonstration (testing, programming & demonstration)	\$300.00	Shared with all cities
Independent Rovers (training & election day) per person	\$500.00	Shared with all cities
Election Night Clerk Staff Support	\$1,400.00	Shared with all, based on per person per hr – election specific
Election Night Security	\$150.00	Shared with all cities
Election Night Ballot / Supply return teams	\$210.00	Shared with all based on number of Polling Locations
Rover Kits (each)	\$25.00	Shared with all cities
Rovers Training	\$400.00	Shared with all cities
Help Desk Set-Up	\$75.00	Shared with all cities
Help Desk Staff	\$450.00	Shared with all, based on pre and post regular work day hrs.
Pre-Canvass Ballot Issues Audit, if needed	\$300.00	Shared with all involved

## Exhibit "A" (page 2 of 2)

### DAVIS COUNTY STANDARD MUNICIPAL ELECTION EXPENSES

**Delivery and Pickup (machines & supplies at polls)**

Delivery (per location)	\$50.00	(Pending contract negotiation)
Pickup (per location)	\$50.00	(Pending contract negotiation)

**Counting and Canvass - IT Services**

TSX Counters	\$1,125.00	Shared with all, based on # of hrs. – election specific
Optical Scan Counters	\$450.00	Shared with all, % based on # of ballots tabulated
Canvass Preparation	\$150.00	Shared with all cities

**Early Voting**

Fees and services not listed below apply to early vote sites same as an election day polling k

Early Voting Poll Worker Pay (per hour)	\$10.00	(optional – city staff may be used)
Administration Support	\$30.00	if needed
Poll delivery and set up for electronic check-in	\$50.00	
Early Vote on call technical support (per hour + mileage)	\$75.00	
Early Vote TSX	\$75.00	
Early Vote Laptop computers, programming, pre/post test	\$75.00	
Early Voting Polling Location Supplies	\$35.00	

**Absentee/Optical Scan Ballots**

Absentee ballot envelopes (each)	\$0.16	
Absentee ballot return envelopes (each)	\$0.28	
Absentee Labels	\$0.12	
Optical Scan Ballots (Provisional and Absentee) (each)	\$0.33	(Actual printing costs)
Postage (each)	\$0.44	April 17th, rates may increase
Absentee Administration (per absentee)	\$1.40	

**Post Election**

Provisional Verification (per hour)	\$25.00
-------------------------------------	---------

**Administration**

Election Administration Support	\$45.00
Clerk Staff (per hour) for any additional services	\$25.00

**Complete Paper Voting System**

Printed Official Registers (1-3 precincts)	\$30.00	
Printed Official Registers (4 or more precincts)	\$60.00	
Addendums (per location)	\$5.00	Only applies if Vista Local is not used for early voting
Posting List (each)	\$7.00	Optional

# 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: Neil Miller, Parks and Recreation Director  
Date: July 11, 2011

**SUBJECT: APPROVAL OF IMPROVEMENTS FOR RENTAL UNIT ON N. MAIN**

### RECOMMENDATION

Complete the following improvements:

- Repair sheet rock and trim in washroom
- Convert tub to shower/tub combo
- Paint and carpet main floor
- Carpet stairs

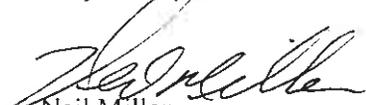
The above improvements are estimated at \$4882 to be taken from GL 42-890-250

### BACKGROUND

After the previous renter moved out myself and Dave Millheim, the City Manager, conducted a walk through. During the walk through it was determined that in order to have quality renters in the unit improvements are needed.

In addition to the initial walk through, Dave Millheim and Eric Miller, Building Inspector, completed an inspection walk through. Please see attached for building inspector recommendations.

Respectfully Submitted

  
Neil Miller  
Parks and Recreation Director

Review and Concur

  
Dave Millheim  
City Manager

  
Keith Johnson  
Assistant City Manager

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Miller, Building Official

Date: June 23, 2011

**SUBJECT: LIFE AND SAFETY INSPECTION CONDUCTED ON CITY'S  
RENTAL PROPERTY AT 1787 NORTH MAIN**

**RECOMMENDATION**

1. Tear out and replace sagging front steps that have fallen away from the house on the front porch.
2. Have a Mechanical Contractor look at furnace and install green sticker on the unit to verify proper combustion and venting.
3. Install battery operated smoke detectors in all bedrooms (only one in main level).
4. Missing several covers on electrical outlets.
5. Replace flooring in laundry where pulling up and can become a tripping nuisance.
6. Bedroom windows in basement do not have approved egress openings. My opinion that city should install at least one egress window in each of the two basement bedrooms with window wells.
7. Carpet in living area is torn and can also be a tripping hazard.
8. Tear down the detached building to the rear of the house. Building has extensive water problems and the sunroom panels are broken. Building can be repaired but will cost more than it is worth.
9. Install handrails on both exterior and the interior of the house.
10. Install a small hvac condensation pump in the mechanical room to get rid of any water that may leak from the water heater since there is no floor drain in this room.

**BACKGROUND**

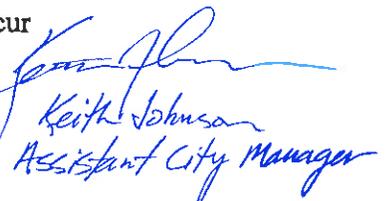
Dave Millheim asked me to go over to the rental house and conduct a life and safety inspection prior to the city renting the house again. The purpose of this inspection was to verify if any major problems found could be fixed and remedied to avoid any problems with the renters. We would like to get bids to fix and remedy the problems listed above if approved. Thanks.

Respectfully Submitted

Eric Miller  
Building Official

Review and Concur

Dave Millheim  
City Manager

  
Keith Johnson  
Assistant City Manager

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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SID YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Neil Miller, Parks and Recreation Director  
Date: July 11, 2011

**SUBJECT: APPROVAL OF BID BY JERRY PRESTON FOR VETERANS  
MEMORIAL AT THE CEMETERY**

### RECOMMENDATION

To have the Mayor award the bid to Jerry Preston with Elite Craft Homes, to be paid for using donations received by the city with the remaining balance to be paid for using cemetery perpetual care funds, GL 42-895-410. Future memorial donations will be used to replenish the cemetery perpetual care funds.

### BACKGROUND

CRS put the Veterans Memorial out to bid on June 22, 2011, 3 companies responded: Ascent Construction at \$72,000.00, Wadman Corporation at \$101,800.00 and the lowest bid was submitted by Jerry Preston with Elite Craft Homes at a total of \$52,300.00. Jerry was contacted to ensure nothing was missing from the bid his explanation of the lower bid was that he is not doing this to make money, that he is a Farmington resident and he is happy to complete the project for the stated bid. See attached document from CRS for bid details.

Respectfully Submitted

Neil Miller  
Parks and Recreation Director

Review and Concur

Dave Millheim  
City Manager



**CALDWELL | RICHARDS | SORENSEN**  
ANSWERS TO INFRASTRUCTURE®

June 29, 2011

Dave Millheim  
City Manager  
Farmington City  
PO Box 160  
Farmington, Utah 84125

**Subject:** Recommend for Award  
**RE:** Veterans Memorial

On June 22, 2011 Farmington City received bids for the Veterans Memorial project. There were a total of three bids received by the City, all of which were opened and received for consideration.

The bids are summarized as follows:

<i>Bidder</i>	<i>Bid Schedule</i>
Ascent Construction	\$72,000.00
<b>Elite Craft Homes</b>	<b>\$52,300.00</b>
Wadman Corporation	\$101,800.00

The apparent low bidder is Elite Craft Homes.

Because of the large discrepancy between bids. We asked the apparent low bidder, Elite Craft Homes, to review their bid to make sure that they had not missed anything. He has done that and feels comfortable with his bid amount. **It is therefore recommended that Elite Craft Homes be awarded the Bid in the amount of \$52,300.00.**

Attached with this letter are (3) copies of Contract Documents to be signed and executed by the City and the Contractor. The Notice of Award will need to be signed by the City before Jerry Preston will be able to execute his portion of the documents.

If you have any questions, please let me know at (801) 359-5565.

Sincerely,

**CALDWELL RICHARDS SORENSEN**

  
Tammy North



### Notice of Award

Date:

Contract: Veterans Memorial

Owner: Farmington City

Owner's Contract No.:

Bidder: Elite Craft Homes, LLC

Engineer's Project No.:

Bidder's Address: 40 North Main, Farmington, UT 84025

You are notified that your Bid dated June 22, 2011 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the bid.

The Contract Price of your Contract is FIFTY-TWO THOUSAND; THREE HUNDRED (52,300).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Deliver with the executed Contract Documents the certificates of insurance as specified in the Instructions to Bidders (Article 20), General Conditions (Article 5) and Supplementary Conditions (Paragraphs SC-5.04 and SC-5.06).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner/Owner's Agent: Farmington City

Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

cc: All parties

**SECTION 00520**

**STANDARD FORM OF AGREEMENT**

THIS AGREEMENT is by and between Farmington City (“Owner”) and Elite Craft Homes, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Veterans Memorial

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Furnishing and installing stone veneered retaining wall, concrete flatwork, flagpoles, lights, bench, memorial plaques, and other work outlined in the drawings.

Excavation and landscaping shall be done by the City.

**ARTICLE 3 – ENGINEER**

3.01 CRS Consulting Engineers Incorporated (Engineer), is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before August 15, 2011, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before August 31, 2011.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 200.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
  - a. 95 percent of Work completed (with the balance being retainage); and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate of 12 percent per annum.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except

- Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (Pages 1 through 7, inclusive)
  2. Performance bond (Pages 1 through 3, inclusive)
  3. Payment bond (Pages 1 through 3, inclusive)
  4. General Conditions (Pages 1 through 62, inclusive)

5. Supplementary Conditions (Pages 1 through 15, inclusive)
  6. Specifications as listed in the table of contents of the Project Manual.
  7. Drawings consisting of 1 sheet with each sheet bearing the following general title: "Military Veterans Memorial"
  8. Addendum 1 & 2.
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
  10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives
    - c. Change Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

Farmington City

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Farmington City

PO Box 160

Farmington, Utah 84025

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Elite Craft Homes LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Elite Craft Homes, LLC

40 North Main

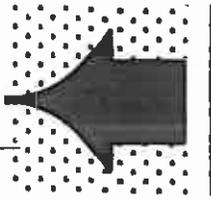
Farmington, UT 84025

License No.: \_\_\_\_\_

(Where applicable)

Agent for service of process:

\_\_\_\_\_



**END OF SECTION**

## STORM WATER & CONSTRUCTION BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND	CONSTRUCTION BOND
7/11	Destination Homes	9932	\$1,000.00	\$500.00
7/6	Garvin Jones	9929	\$1,000.00	\$500.00
7/6	Michael Elwell Const	9926	\$1,000.00	\$500.00
7/1	Henry Walker	9919	\$1,000.00	\$500.00
7/1	Henry Walker	9915	\$1,000.00	\$500.00
6/28	Jerry Preston Const	9892	\$1,000.00	\$500.00
6/27	ICO Const	9883	\$1,000.00	\$0.00
6/27	ICO Const	9884	\$1,000.00	\$0.00
6/27	ICO Const	9885	\$1,000.00	\$0.00
6/27	ICO Const	9886	\$1,000.00	\$0.00
6/27	ICO Const	9887	\$1,000.00	\$0.00
6/27	ICO Const	9890	\$1,000.00	\$0.00
6/27	ICO Const	9891	\$1,000.00	\$0.00
6/22	South Point Builders	9911	\$1,000.00	\$500.00
6/17	Destination Homes	9907	\$1,000.00	\$500.00
6/17	Joel Hale Const	9842	\$1,000.00	\$500.00
6/16	Woodside Homes	9893	\$1,000.00	\$500.00
6/15	Haskell Homes	9898	\$1,000.00	\$500.00
6/3	Destiny Homes	9750	\$1,000.00	\$500.00
6/3	Destiny Homes	9754	\$1,000.00	\$500.00
6/3	Destination Homes	9876	\$1,000.00	\$500.00
6/2	Woodside Homes	9856	\$1,000.00	\$500.00

Month of June 2011	BUILDING ACTIVITY REPORT - JULY 2010 THRU JUNE 2011				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
<b>NEW CONSTRUCTION *****</b>					
SINGLE FAMILY	10	10	\$2,415,600.00	109	109
DUPLEX					
MULTIPLE DWELLING	5	324	\$22,417,345.00	5	324
OTHER RESIDENTIAL	0	0	\$0.00	16	16
<b>SUB-TOTAL</b>	<b>15</b>	<b>334</b>	<b>\$24,832,945.00</b>	<b>130</b>	<b>449</b>
<b>REMODELS / ALTERATION / ADDITIONS *****</b>					
BASEMENT FINISH	6		\$63,683.00	50	
CARPORT/GARAGE	0		\$0.00	5	
ADDITIONS/REMODELS	0		\$0.00	10	
SWIMMING POOLS/SPAS	0		\$0.00	6	
OTHER (gas line, A/C, elec upgrade, furnace)	9		\$35,748.00	86	
<b>SUB-TOTAL</b>	<b>15</b>		<b>\$99,431.00</b>	<b>157</b>	
<b>NON-RESIDENTIAL - NEW CONSTRUCTION *****</b>					
COMMERCIAL	0		\$0.00	13	
PUBLIC/INSTITUTIONAL	2		\$718,737.00	3	
CHURCHES					
OTHERS	2		\$690,592.00	3	
<b>SUB-TOTAL</b>	<b>4</b>		<b>\$1,409,329.00</b>	<b>19</b>	
<b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****</b>					
COMMERCIAL/INDUSTRIAL	4		\$1,003,500.00	18	
OFFICE				3	
PUBLIC/INSTITUTIONAL					
CHURCHES				1	
OTHER				3	
<b>SUB-TOTAL</b>	<b>4</b>		<b>\$1,003,500.00</b>	<b>25</b>	
<b>MISCELLANEOUS - NON-RESIDENTIAL *****</b>					
Signs, Awnings	4		\$31,800.00	25	
<b>SUB-TOTAL</b>	<b>4</b>		<b>\$31,800.00</b>	<b>25</b>	
<b>TOTALS</b>	<b>42</b>	<b>334</b>	<b>\$27,377,005.00</b>	<b>356</b>	<b>449</b>

CITY COUNCIL AGENDA

For Council Meeting:  
July 19, 2011

**S U B J E C T: Ordinance Adjusting a Portion of the Existing Common Boundary Line  
with Fruit Heights City**

**ACTION TO BE CONSIDERED:**

Approve Ordinance adjusting a portion of the existing common boundary line with  
Fruit Heights City.

**GENERAL INFORMATION:**

See staff report prepared by David Petersen for Public Hearing #3.

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:  
July 19, 2011

**SUBJECT: City Manager Report**

1. Letter from Nadine Gibbons
2. To Do List
3. Upcoming Agenda Items

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

**Mayor Scott Harbertson**

**June 17, 2011**

**Farmington City**

**Honorable Mayor,**

**As of June 16, 2011, the roads on 900 and 1000 north have been completed as well as the new waterlines and fixing the dip in the road at the bottom of 1000 north. Needless to say we are all elated. I personally wanted to thank you and all the workers for your hard work in making this happen. I can do my part by helping to be a good citizen and trying to keep our beautiful city clean and neat. But fix a road is something I could not do. All I could do was make the suggestion that the roads needed to be taken care of. It was some time in coming, but well worth the wait. Finally, at last we feel like full-fledged members of the community with our beautiful roads. We no longer have to feel like the lost orphans of Farmington.**

**Please tell all the road crew personnel how grateful we are for a job well done and thank each one who helped with the project. Everyone was most kind and helpful to us while we had to park our cars on the Compton Bench road. They were all quick and willing to help me carry my groceries, etc., from the road below to my house on several occasions. Everyone was friendly and careful to see that a part of the road was accessible at all times.**

**We are so proud of our road and hope you will stop by to see it. They did a great job. We love our roads.**

**Sincerely,**

A handwritten signature in cursive script that reads "Nadine Gibbons". The signature is written in black ink and is positioned below the word "Sincerely,".

**Nadine Gibbons**

City Council Action List

Dept.	Status	Meeting Date	Item
Dave M.	Completed	November 16, 2010	Water Conservation Plan - Bring back plan to CC with cleaner goals and tables for adoption
Dave M.	Completed	November 16, 2010	Set up a schedule and plan on Fire Chief selection process.
Dave M.	Initiated	November 16, 2010	Doug Allen property acquisition for water tank. Work with Sid Young & Paul Hirst.
Dave M.	Completed	November 16, 2010	Get w/Todd and check status on cost sharing agreement for curb & gutter project north end. Coordinate with John Bilton & Dave Petersen. Need to enroll Jared May neighbor who can help bring others along.
Dave M.	Completed	November 16, 2010	Reimbursement claim for successors in interests to old subdivision on hill. Get notice letter out. Completed 12/18/2010
Dave P.	Completed	November 16, 2010	Provide update on cemetery monument status. City Council wants Planning Commission member and/or architect involved in the review of monument. (Jim Heffner)
Holly	Completed	November 16, 2010	Get list of recyclables in upcoming newsletter.
Holly	Completed	November 16, 2010	Get schedule of West Davis Corridor process in newsletter.
Keith	Completed	November 16, 2010	Get new personnel policies out to all full-time employees with sign off. Completed 01/03/2011
Walt	Completed	November 16, 2010	Draft formal request to UDOT to have "Farmington" signs added to I-15 exits both North and South of town. Dave wants signatures from Mayor, CM and PW Director on request.
Walt	Completed	November 16, 2010	Uria Pierson (Clayton) Trees - Far east end of 900 North. Concern over trees in City right-of-way.
Dave M.	Completed	December 7, 2010	County Complex - Get corrected upsizing language into paragraph one before adoption. Talk to Paul Hirst and Dave Petersen to make ok. Get clarification on which light pole styles can go on which streets.

**City Council Action List**

Dave P.	Completed	December 7, 2010	Get with Dave M. to discuss how to resolve the Storm Water crossings for Rich Haws. (Make sure Dave P. gets copy of backup information from Dave M.)
Ken K	Completed	December 7, 2010	Get Storm Water plan ready with proper exhibits for adoption.
Holly	Completed	December 7, 2010	Get article in next newsletter on business license renewals and penalties for non-compliance.
Holly	Completed	December 7, 2010	Get form filled out for Mayor nominating Margy as "Citizen of the Year".
Holly	Completed	December 7, 2010	Modify Ordinance for 2011 City Council Schedule with corrected dates.
Holly	Completed	December 7, 2010	Set up 2011 Town Hall meeting schedule for Mayor. Bring in to Department Head meeting so we can discuss topics.
Keith	Completed	December 7, 2010	Get with Dean Steele with URMMA and secure both date and outline for electing/appointed officials training we want to host early in 2011. <b>Completed 01/11/2011</b>
Keith	Completed	December 7, 2010	Get with Dave M on written proposal for residents off of 900 North Compton Rd. for financing options with finite response dates several weeks out.
Walt	Completed	December 7, 2010	Jumping deer problem North Main. Do we have deer signs we can place in that area to alert drivers? If so, please have crew place in area. If not, let Dave M know a cost.
Walt	Completed	December 7, 2010	Give compliments to Larry F. on handling of recent water boil order incident. Council received positive feedback from some citizens for job well done.
Walt	Completed	December 7, 2010	Talk to Dave M about possible settling issues in Continental Estates Subdivision. Jimmy Watlin 801-419-8087 <b>(On going)</b>
Dave M.	Completed	December 14, 2010	Set up meeting with CRS and CenterCal regarding the cost overrun for paving and get accountable party identified. <b>Completed 12/18/2010</b>
Dave M.	Completed	December 14, 2010	Prepare draft Resolution for consideration on first meeting in January for UIDOT on City's position as it relates to WDC alignment options. <b>Completed 01/04/2011</b>

**City Council Action List**

Dave P.	Initiated	December 14, 2010	FY1 - I assigned Eric Miller to track the warranty period and punch lists for the completion of this building. <b>(On going)</b>
Dave P.	Completed	December 14, 2010	Nadine Simon (801-597-8652) - Emergency Access. Check on status of trail gate (locked or permanent) Talk to Bryson Garbett on issues. Can we get pedestrian striping on crossing at Shepard Lane?
Holly	Completed	December 14, 2010	Talk to Dave M about email noticing for Council agendas. What do we currently do and who is on the list for distribution?
Holly	Completed	December 14, 2010	Get agenda and noticing prepared for special meeting on December 21st.
Holly	Completed	December 14, 2010	Get with Cynthia and turn in sign-ups for Local Officials Day at the Legislature. <b>Completed 01/12/11</b>
Holly	Completed	December 14, 2010	Get a new US Flag for Council chambers (Need a taller one). Completed 01/14/2011
Keith	Completed	December 14, 2010	Draft on policy regarding use of American Express points to supplement training and travel budgets. Are we using the card for maximization of all possible routine payments?
Walt	Initiated	December 14, 2010	Talk to Well Driller and Paul Hirst about plans to open up the future pump house site to allow access to Forbush Park from the East through the site. <b>(RS is working on this)</b>
Dave M.	Completed	January 5, 2011	Redraft West Davis Corridor UDOT Resolution and deliver to UDOT. <b>Completed 01/06/11</b>
Dave M.	Completed	January 5, 2011	Prepare draft Resolution for opposition to discontinuance of Lagoon Shuttle service for first February CC meeting. <b>Completed 04/19/2011</b>
Dave M.	Initiated	January 5, 2011	Set up meeting with County on Court Services. Discuss with Department Heads any issues to bring up with County regarding improved prosecution needs, if any. <b>(Waiting for information from County)</b>
Dave P.	Completed	January 5, 2011	Work with Matt on amended Code enforcement survey. See me for edits to survey. Get story placed in Feb. Newsletter and survey onto Web with cutoff date for completion.
Dave P.	Initiated	January 5, 2011	Give Dave M status of Cory Ritz trail easement. What needs to be done to put this to bed?

**City Council Action List**

Holly	Initiated	January 5, 2011	Find electronic drawing pad used for remote accessing screen. Train Dave P., Cynthia and Dave M. on how to use CC AV stuff.
Holly	Completed	January 5, 2011	Make sure we have packets prepared for both Standard Examiner and Davis Clipper. Completed 01/12/11
Keith	Completed	January 5, 2011	Give me five years history on fine revenue in preparation for discussion with the County on prosecution services. Completed 01/14/2011
Dave M.	Initiated	January 18, 2011	Work with Tim Taylor on improved signage request for I-15 and get to UDOT. Make sure Davis Clipper article goes with request to add emphasis.
Dave M.	Completed	January 18, 2011	Talk to Kirk Schmalz with Davis County and get email update of county storm drain project near south freeway exit to forward to City Council.
Dave M.	Completed	January 18, 2011	Get projects list to City Council and Staff without Prioritization so City Council can have ideas of some of the stuff being discussed at 02/12 retreat.
Dave M.	Initiated	January 18, 2011	Nag Bryson Garbett on Nadine Simon to see when they will have something we can act upon.
Dave P.	Not Started	January 18, 2011	Talk to Dave M. on sidewalk survey and how we are going to address missing links created by wetlands, no development plans, etc.
Holly	Completed	January 18, 2011	Make sure signed copy of UTA resolution gets to Kent Jorgensen and David Freed. Completed 03/01/2011
Holly	Completed	January 18, 2011	Get with Matt McCullough to get PC membership updated correctly on web page and prepare PDF of council packets to web page.
Keith	Completed	January 18, 2011	Talk to Dave M on keys for City Council members.
Keith	Not Started	January 18, 2011	Work up general guidelines for use by community groups for after hours use of building.
Walt	Completed	January 18, 2011	Talk to Dave M. on City Hall/Community Center lights. Plan is to leave lights up but get them turned off

**City Council Action List**

Walt	Not Started	January 18, 2011	Contact County Health Department and prepare memo outline of flouirde requirements as they relate to water system. Ask Dave M. issues before you call.
Neil	Completed	January 18, 2011	Start recruitment for Arts and Special Events Coordinator. Make sure notice gets on web, City bulletin boards, and that Keith has revised job description and pay grade in master set.
Dave M.	Initiated	February 16, 2011	Change ROW notice letter to be defined \$65 fee. Hand deliver to affected providers. Begin negotiating new agreements. Make sure Public Works understands new rules.
Dave M.	Completed	February 16, 2011	Get with George Chipman and Neil on Legacy trail maintenance issues, both short and long term. Let Gary Uresk know CC approved agreement.
Dave P.	Initiated	February 16, 2011	Come back to PC with recommended components for Affordable Housing compliance. Think multi-year and only tools we could accomplish in Farmington without a lot of administrative oversight. Staffing is limited.
Keith	Completed	February 16, 2011	Have Eric Miller get security cameras ordered and in place for City Hall. Bring me back cost estimates on full security system.
Dave P.	Completed	February 16, 2011	Talk to Dave M. on executive memo for future planning commission reports. No longer need to copy entire agenda unless something is hot or noteworthy.
Dave P.	Completed	February 16, 2011	Get timeline draft put together of critical dates and decisions related to WDC in Farmington only for 23rd open house.
Holly	Completed	February 16, 2011	Table recycling opt out request until March 1st. Bring back with Ordinance criteria. Completed 02/24/2011
Holly	Completed	February 16, 2011	Execute Park Lane Trail agreement with copy to Neil and UDOT. Completed 02/28/2011
Keith	Completed	February 16, 2011	Order Farmington Creek Estates lighting with Melissa per funding plan outlined in staff report. Get receipt to Matthews. Get release and small check from developer for his bond already received.
Guido	Completed	February 16, 2011	Begin Fire Marshall recruitment. Coordinate with Keith any budget transfers from building dept to Fire left in this FY.
Dave M.	Completed	March 1, 2011	Call Todd Godfrey and check on ETA of New Fee in lieu of Open Space Ordinance

**City Council Action List**

Dave M.	Completed	March 1, 2011	Contact parties who want to opt out of recycling program and make sure they qualify or not. Work with Keith and give better instructions to staff and create from that people have to fill out showing why they qualify for opt out program.
Dave M.	Completed	March 1, 2011	Arrange tour with Station Park for those wanting to attend. <b>Completed 03/29/2011</b>
Dave M.	Completed	March 1, 2011	Get WDC questions from City Council for UDOT open house on March 16th.
Dave M.	Not Started	March 1, 2011	Have Todd draft letter to the Evans related to future cooperation needs and our disappointment with them in not resolving all property matters with CenterCal.
Dave M.	Not Started	March 1, 2011	Decide what triangular piece of Property City owns on West side?
Dave P.	Initiated	March 1, 2011	How do we monitor Kambouris landscaping requirement? <b>(Follow up)</b>
Dave P.	Initiated	March 1, 2011	Do survey of neighboring cities signs for timing, temp vs. permanent, sizing, residential vs. commercial. Bring back SR to City Council with recommendations.
Dave P.	Initiated	March 1, 2011	Do Flag Lot study and prepare future Staff Report. How big is program? Steps to mitigate? Is conforming criteria for future development (splitting) good enough or do we need more?
Dave P.	Completed	March 1, 2011	Get hard copies of 2-23 presentation to Mayor, City Council and City Manager.
Holly	Completed	March 1, 2011	Have Mayor sign agreement for Park Lane signal work.
Holly	Completed	March 1, 2011	Check into thank you gift cards for those impacted by Well Development. Get names and options to Dave Millheim. <b>Completed 03/18/2011</b>
Keith	Completed	March 1, 2011	Prepare memo (not Staff Report) on status of lease agreement for North Main home currently owned by UDOT. Include summary costs, revenues, dates, etc. Not sure what City Council is looking for. <b>Completed 04/11/2011</b>
Dave M.	Completed	March 15, 2011	Prepare newsletter story on Code Enforcement and discuss needed follow up efforts with Staff so people are not left hanging after a complaint. <b>March Newsletter</b>

**City Council Action List**

Dave M.	Completed	March 15, 2011	Get agreement signed with Doug MacDonald for Economic Model study. nail down timelines. To-Do's for depts. schedule Doug to kick off process for a future departmt head meeting.
Neil	Completed	March 15, 2011	Prepare timeline with critical dates and specific action steps for getting Veteran's memorial done before 11-11-11
Neil	Completed	March 15, 2011	Trail priority process - Get mtg w/George Chipman, Dave M and Walt to address priorities to specific budget line items and limits to private property rights. George needs to get approval at staff level first.
Dave M.	Completed	March 29, 2011	Talk to Jody Burnet on Martinez status and court deadlines. Report back to CC
Dave M.	Not Started	March 29, 2011	Talk to CRS on Well site plan. Make sure site plan goes through noticing process with neighbors at PC and CC level.
Dave P.	Initiated	March 29, 2011	Get matrix done on all existing approvals, development agreements, plats, etc. no later than April 22nd.
Dave P.	Completed	March 29, 2011	Prepare Haws extension request staff report for discussion item for 04/19 CC mtg. Make sure to list what is not done on the plat.
Dave P.	Initiated	March 29, 2011	Discuss with Dave M. specific list of projects you wish to complete FY using extra dollars we found in budget discussions. Specifically the Alley Rose home.
Dave P.	Completed	March 29, 2011	Prepare Staff Report for 04/19 CC meeting to discuss Henry Walker Homes request for why they are in substantial compliance with earlier Rainey approval.
Holly	Completed	March 29, 2011	Make sure March newsletter is on web site and that all future newsletter automatically go there once printed. Completed 03/30/2011
Keith	Initiated	March 29, 2011	Get Black & MacDonald light survey proposal signed and project started.
Walt	Completed	March 29, 2011	Modify notice draft to include suggestions made at CC. Work w/Dave M on getting Code Enforcement ordinance changed to make Abe a Deputy.
Neil	Completed	March 29, 2011	Check security lights at Forbush Park. Have Wayne step up patrol at night.

**City Council Action List**

Dave M.	Completed	April 19, 2011	Talk to Steve Thacker with Centerville on the pros and cons of their Spring Clean-up program and report back to City Council.
Dave M.	Completed	April 19, 2011	Prepare Historical buildings letter for UDOT related to WDC after getting input from Historical Committee Chair.
Dave M.	Not Started	April 19, 2011	Call Todd Godfrey on Farr trail easement issue and get 60 day request in play to review options.
Dave P.	Initiated	April 19, 2011	Get Ally Rose house project underway. Write memo to City Council explaining what projects are in process. What projects do you want to do with extra dollars from budget?
Holly	Completed	April 19, 2011	Get Paul White to add contact name and numbers update to EOC document and distribute to City Council and all department heads.
Keith	Completed	April 19, 2011	Raise the rent on UTA home to \$750/mo. prepare new month to month lease for Mayor's signature. All other terms and conditions remain the same. Notify tenant.
Neil	Not Started	April 19, 2011	See me on cemetery update report. How much of a priority is this?
Dave M	Initiated	June 7, 2011	Talk to Verizon representative on height, co-location and specificity of design before they come back for consideration on cell tower.
Wayne	Initiated	June 7, 2011	Police shoot dates good for the Council are August 24, 25 or 31. Reserve a date and let us all know for calendaring.
Walt	Initiated	June 7, 2011	Spring Clean-up guidelines were approved but fix typo on sheet to specify 10 inch diameter so there is no confusion. Make sure we get those guidelines in City newsletter next year in advance of clean-up with emphasis that rules will be enforced.
Keith	Initiated	June 7, 2011	Great job on the budget. Prepare resolutions for adoption for June 21st. Those were perfect public hearings. Get Erin started on the charts we want to go in next newsletter for public education purposes.
Walt	Completed	June 7, 2011	Abe is now also deputized for Code Enforcement.
Keith	Completed	June 7, 2011	Set up meeting with Mayor and Dave M. to discuss issues related to benefits, single premium issue and 401A & 401K

### City Council Action List

Dave M	Not Started	June 7, 2011	Get with Sid Young on Forest Service Road issues.
Dave M	Not Started	June 7, 2011	Get with Title Company and Bank and see how to identify possible foreclosed property or bank owned property for park or cemetery sites in City.
Holly	Not Started	June 7, 2011	Animal contract was approved. Make sure it gets signed with executed copy to County.
Wayne	Not Started	June 7, 2011	Work with me on cross walk issue for 200 East. See me for details and possible letter to UDOT.
Neil	Completed	June 7, 2011	Get with Jim Talbot on putting public art paintings up in conference room during Festival Days. Also, wants a booth for donations for Veteran's Memorial to be put up.
Dave P	Not Started	June 7, 2011	Beautification plan for Park Lane interchange. Talk to Dave M about this.
Dave P	Completed	June 7, 2011	Get Ralph Gibbons to see Dave M on Code Enforcement weed that he has paperwork, pictures and complaint about.
Dave M	Not Started	June 21, 2011	Get meeting scheduled with Paul Hirst and Sid Young on Forest Service Road issues.
Dave M	Completed	June 21, 2011	Get a hold of Jill Swain ASAP and have newsletter modified for Fireworks Related discharge map. Talk to Guido on going forward with feedback report after this fireworks season.
Holly	Completed	June 21, 2011	Have Mayor sign fireworks ordinance after paragraph G is removed.
Holly	Completed	June 21, 2011	Let County know agreement will be on July 19th meeting. Put signs on old locations used in the past stating where elections will be held.
Wayne	Completed	June 21, 2011	Get new officer signed up to start after July 1st.
Keith	Not Started	June 21, 2011	Set up Personnel Committee meeting inviting Sid Young, Cory Ritz and department representatives no later than July 4th. Discussion will be on proposed loan options from 401k. Get paperwork ready for July 19th CC meeting.

**City Council Action List**

Neil	Not Started	June 21, 2011	Plan in advance that present follow up report to CC on Festival Days for July 19th mtg. We want to give them a report on key statistics, costs, how it went.
Dave P	Initiated	June 21, 2011	Have Eric Miller put final punch list together for City Hall cleanups. Provide list to CC

## *Upcoming Agenda Items*

### August 2, 2011 - Staff Reports Due: July 22<sup>nd</sup>

#### Action Items:

- Approval of Minutes of Previous Meetings
- City Well Site Recommendations
- Fireworks Ban and proposed Map Modification
- Open Space – Somerset HOA

#### Public Hearings:

- Miller Meadows (Rainey Homes) Master Development Plan/Schematic Plan
- Miller Meadows Phase 3 Plat Amendment
- Tuscany Cove Phase 2 and 3 Schematic Plan

#### Summary Action Items:

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

#### Discussion Items:

- Easement – Greg Garfield
- Festival Days Follow-up
- Planning Commission Report
- Mayor & City Council Reports

#### City Manager Report:

- Employee Satisfaction Survey
- Upcoming Agenda Items

## CITY COUNCIL AGENDA

For Council Meeting:  
July 19, 2011

**SUBJECT: Mayor Harbertson & City Council Reports**

1. Idle Free Utah
2. 2011 Recommendations for ULCT Board of Directors
3. Shoot Dates

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



# IDLE REDUCTION IS EASY...

A FEW SIMPLE STEPS ARE ALL IT TAKES TO REDUCE IDLING AND IMPROVE HEALTH AND AIR QUALITY.

- If you know you're going to wait, turn your vehicle off.
- Newer, gasoline powered vehicles need no idle time on cold mornings.
- Drive your vehicle normally on frigid mornings to warm up the engine.
- While reducing idling around town is great, you should never turn your vehicle off in traffic.
- Don't turn your vehicle on until you are ready to leave.
- Use remote starters wisely.

One idling vehicle isn't the main culprit of air pollution, but thousands of them are. Small changes and individual actions make a difference.

# HAVE YOU EVER IDLED YOUR VEHICLE WHILE...

- Waiting to pick someone up?
- Running into the store on a quick errand?
- Stopping to talk with family or friends?

## CHANGING THIS COMMON HABIT

IS A GREAT WAY TO

Save money-by reducing fuel use.

Breathe easier-by preventing unhealthy exhaust from building up in and around your vehicle.

Protect the environment-by reducing idling emissions that contribute to smog.



UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY



For more information about IDLE REDUCTION

visit [www.idlefree.utah.gov](http://www.idlefree.utah.gov)  
[www.deq.utah.gov](http://www.deq.utah.gov)  
1-800-458-0145

# IDLE FREE UTAH



SAVE MONEY  
BREATHE EASIER  
PROTECT THE ENVIRONMENT

A FACT SHEET ON IDLE REDUCTION

# HOW AIR POLLUTION AFFECTS YOUR HEALTH

The common effects of air pollution on most people are those you can feel:  
**Irritation of the eyes, nose, throat, and lungs.**

These effects may be more severe and serious if you have certain health conditions such as a cold or have asthma, emphysema, or allergies.

Effects of air pollution are also more serious if you have a heart or circulatory disease.

Air pollution levels above the federal standards can:

- AGGRAVATE ASTHMA
- AGGRAVATE ALLERGIES
- CAUSE COUGHING OR  
DIFFICULTY BREATHING
- DECREASE LUNG FUNCTION
- EXACERBATE CARDIOVASCULAR  
PROBLEMS
- LEAD TO CHRONIC BRONCHITIS
- FURTHER WORSEN THE SYMPTOMS OF  
UPPER RESPIRATORY ILLNESSES

Limiting idling reduces air pollution and helps protect your health.



## HOW IDLING AFFECTS AIR QUALITY

Cars, trucks, and buses, are major sources of air pollution in our communities.

Car exhaust emitted while driving or idling contains: Nitrogen Oxides (NOx), Volatile Organic Compounds (VOCs), Particulate Matter (PM), Carbon Monoxide (CO), and Carbon Dioxide (CO<sub>2</sub>). Excessive amounts of these chemicals in the air contribute to air pollution.

“Hot Spots”... idling creates small pockets of concentrated exhaust pollution in areas where there are many idling vehicles. Hot spots are commonly found in school pick up/drop off zones, park and ride lots, and drive-thru areas.

People outside (and inside) their vehicles may be exposed to higher than normal pollution levels in these hot spot areas.

Children breathe more quickly and take more air per minute into their lungs than adults do which makes them more vulnerable in idling hot spots.

### Other Ways You Can Improve Air Quality

Park your vehicle and walk into fast food restaurants, pharmacies, dry cleaners, banks and other drive-thru locations.

Walk, carpool, telecommute, take public transit or ride your bike.

Walk to lunch, or pack a lunch and eat in.

Combine errands into one trip.

Drive smarter by keeping your vehicle maintained:

- Replace air filter regularly
- Keep vehicle well tuned.
- Keep tires properly inflated.

Use cruise control on highways.

Accelerate gradually.



## 2011 Recommendations for Nominations and Elections to the Utah League of Cities and Towns Board of Directors

ULCT board members are an integral part of our organization, they determine policy, review and adopt yearly League budgets, ratify decisions of the Executive Committee and Legislative Policy Committee, establish ad hoc and blue ribbon committees, ratify presidential appointments of members, and maintain close contact with League member within their district.

Your nomination of an elected official will be greatly appreciated and beneficial to your community and by all municipalities.

Upcoming issues the Board of Directors will face include:

- 1) The need to provide for intensive infrastructure needs with limited resources.
- 2) Dealing with greater urbanization in areas that were, until the last ten years, rural.
- 3) The realization that many of our communities have become growth-dependant. What will we do when businesses fail and taxes diminish? What will happen as business licenses, development fees, and other growth-related fees cease to be major sources of revenue?

Please submit nominations to the League office, in writing, no later than August 15, 2011. After nominations have been received, all nominees will be asked to fill out a questionnaire and submit a personal photo. Additionally, all candidates will be asked to provide a 5 minute address to the Board of Directors Nominating committee on the opening Wednesday of the ULCT Annual Conference (September 14, 2011). Councilmember Carlton Christensen of Salt Lake City, and ULCT 2<sup>nd</sup> Vice President, will chair the Nominations Committee. If you have questions or concerns, contact Lincoln Shurtz at the League office at (801) 328-1601 or (800) 852-8528

**SEE ATTACHED NOMINATION FORM**

2011

RECOMMENDATIONS FOR NOMINATION AND ELECTION TO THE  
UTAH LEAGUE OF CITIES AND TOWNS

BOARD OF DIRECTORS

SECOND VICE PRESIDENT

\_\_\_\_\_  
Name of Person Recommended

\_\_\_\_\_  
Elected Position Currently Held

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Business Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email Address

Please list positions held or experience that may be helpful to the individual in serving in this capacity for the Utah League of Cities and Towns:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

This form is vital to the committee in helping them learn more about each candidate and their participation with the League. *Please complete this form and submit it with a photo and any other pertinent information (i.e. resume) that may be helpful to the Utah League of Cities and Towns Nominations Committee in making its selection* (attach additional sheets if necessary).

Is this individual aware of being nominated to this position?

Yes

No

\_\_\_\_\_  
Signature of elected official making recommendation

\_\_\_\_\_  
Position

\_\_\_\_\_  
City

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

Send nominations to:

UTAH LEAGUE OF CITIES &  
TOWNS  
NOMINATIONS COMMITTEE  
50 S 600 E, STE 150  
SALT LAKE CITY UT 84102

E-mail: [lshurtz@ulct.org](mailto:lshurtz@ulct.org)

**DEADLINE: AUGUST 15, 2011**

Zimbra

dmillheim@farmington.utah.gov

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**FW: Council shoot dates**

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**From :** Wayne Hansen <whansen@farmington.utah.gov> Tue, Jun 28, 2011 11:59 AM  
**Subject :** FW: Council shoot dates  3 attachments  
**To :** Dave Millheim <dmillheim@farmington.utah.gov>  
**Cc :** hgadd@farmington.utah.gov

The 25<sup>th</sup> and 31<sup>st</sup> of August are scheduled for the range for the City Council shoot.  
Would you have the Council pick a date and let me know.

Thanks.

---

**From:** Joel Knapp  
**Sent:** Tuesday, June 28, 2011 9:03 AM  
**To:** Wayne Hansen  
**Subject:** RE: Council shoot dates

The 24<sup>th</sup> is out but we have the other two dates (25<sup>th</sup> and 31st) locked in

Joel



Detective Joel Knapp

Farmington Police Department  
286 South 200 East / PO Box 160  
Farmington, Utah 84025  
801-451-5453 (main office, dial zero to get operator)  
801-939-9236 ( my desk)  
801-451-0839 (fax)