

**WORK SESSION:** A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to review tender truck received on grant funding and to answer questions the City Council may have on agenda items. The public is welcome to attend.

## **FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, March 6, 2012, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

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

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

7:05 Executive Summary for Planning Commission held February 16, 2012

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

7:10 Introduction of new Youth City Council members/Administration of Oath of Office

7:25 Report by Miss Farmington on Upcoming Events

7:35 Presentation of "Award of Top Shooter"

7:40 Presentation by Clint Thacker on Animal Control Services

8:00 Trail Property Revocable Permit

### **SUMMARY ACTION:**

8:10 Minute Motion Approving Summary Action List

1. Approval of Minutes from February 21, 2012
2. Final Plat for Miller Meadows Phase IV
3. Request to Approve Ownership of a Conservation Easement by an LLC

4. Ordinance Amending, Renumbering and Recodifying Title 2 of the Farmington Municipal Code regarding Government

**GOVERNING BODY REPORTS:**

8:15 City Manager Report

1. Upcoming Agenda Items
2. Girls Softball
3. 5k Road Race
4. Haight Home in "The Grove"

8:30 Mayor Harbertson & City Council Reports

**ADJOURN**

**CLOSED SESSION**

Minute motion adjourning to closed session for potential property acquisition.

DATED this 1st day of March, 2012.

**FARMINGTON CITY CORPORATION**

By:  \_\_\_\_\_  
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:  
March 6, 2012

**S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance**

It is requested that Council Member Cory Ritz 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:  
March 6, 2012

**S U B J E C T: Executive Summary for Planning Commission held February 16, 2012**

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

See enclosed staff report prepared by Christy Alexander.

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



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Christy Alexander, Associate City Planner  
Date: February 29, 2012  
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON  
FEBRUARY 16, 2012

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on February 16, 2012 [note: eight commissioners attended the meeting—Chair Michael Nilson, Michael Wagstaff, Rick Draper, Kris Kaufman, Brigham Mellor, Bob Murri, Mack McDonald, and Brad Dutson]:

1. Candland Olsen – (Public Hearing) – Applicant is requesting Schematic Plan approval for the Farmington Creek Estates Subdivision Phase 3 A encompassing 3.38 acres and consisting of one lot located at approximately 800 West Glover Lane in an AE zone. (S-2-12)

*Motion to table item for further review. Vote: 7 – 0.*

A resident read a letter in the public hearing from David Petersen written November 3, 2011 to the Army Corps. which states: "A drainage way also traverses the site from north to south, and upon recordation of the plat, the City ensured the preservation of this water way by requiring that the property owner convey a drainage easement to the City encompassing the entire Parcel #3. For these reasons, this parcel cannot be built upon and must remain as open space." Dave could not recall the context of the letter and later found out that this letter was written on Blake Matthews behalf but has to do with another issue altogether, which the Army Corps is going to get back to us and let us know if in fact we can place a lot on this open space parcel. The other issue that we wanted to review further is with the drainage easement placed on the open space parcel with which Mr. Olsen wants to place his lot. Section 10-9a-609 of the Utah Municipal Code states that a plat can't be amended if there is an easement that must be vacated. We want to get the Attorney's opinion on

this one before moving forward because we believe this has happened in other cases and we can re-record the easement on the amended plat.

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

Motion to table item for further review, Vote: 7 – 0.

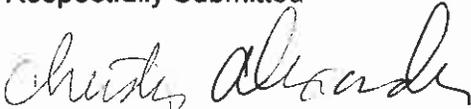
This item was tabled at the previous meeting also. A second public hearing was held, and the Planning Commission concluded that staff should meet with the Jung family regarding a stub street into their property. The Commission also asked that Symphony Homes provide a master plan and an updated schematic plan at the next Commission meeting on March 1, but another public hearing will not be held. The same issues arose that were addressed at the previous public hearing, with the two biggest complaints being drainage issues on properties along 475 South and a general opposition of residents along 475 South to 475 South going through and connecting to Symphony Homes' Phase 3 in the future. Symphony Homes will need to mitigate the drainage coming from their property when they turn in Preliminary Plat plans but not at the Schematic Plan level. The City Traffic Engineer was at a neighborhood meeting and the study session prior to the public meeting to discuss connectivity and street patterns. For this reason the Commission felt it would be best to present and vote upon a master plan of street patterns for this area at the next meeting.

3. Symphony Homes – (Public Hearing) – Applicant is requesting a recommendation to amend the City's Zoning Map by re-zoning all of Chestnut Farms PUD Phase 2 from A (Agricultural) to AE (PUD) (Agricultural Estates (Planned Unit Development)). (Z-1-12)

Voted to recommend approval, Vote: 7 – 0.

4. Miscellaneous – We distributed copies of the proposed Billboard Amendment which is currently being considered by the Legislature and there was a brief discussion of related issues.

Respectfully Submitted



Christy J. Alexander  
Associate City Planner

Review & Concur



Dave Millheim  
City Manager

CITY COUNCIL AGENDA

For Council Meeting:  
March 6, 2012

**S U B J E C T:** Introduction of new Youth City Council members/Administration of  
Oath of Office

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

Mayor Scott Harbertson will introduce and perform the administration of Oath of  
Office for the attached list of Youth City Council members.

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

## FARMINGTON YOUTH CITY COUNCIL 2012-2013

Mayor: Alyssa Utley  
Director of Youth Citizenship: Olivia Oldroyd  
Chair Of Publicity: TeeJay Jewett  
Director of Volunteerism: Sydney Pace  
Historian: Lizzy Welch  
Secretary:Liz Ashby  
Treasurer:Jace Riley  
Parliamentarians: Jarom Barnes Sadie Caldwell  
Sergeant Of Arms: Coleman Barnson

### Returning Council Members:

Jacob Barnett  
Sarah Barfuss  
Calvin Barnett  
Maren Lee  
Austin Lemon  
Katherine Smith  
Porter Sykes  
Cooper VandeMerwe

### New Council Members:

Ben Barlow  
Elizabeth Barnett  
Carmen Ferrin  
Sara Harper  
Emily Madsen  
Abby Mattinson  
Daniel Montgomery  
Shelby Morrow  
Cami Paget  
Steven Swanson  
Haley VanOrderbeck  
Kayla Weddington

CITY COUNCIL AGENDA

For Council Meeting:  
March 6, 2012

**S U B J E C T: Report by Miss Farmington on Upcoming Events**

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

Miss Farmington Jessica Francis will be present to give a presentation on upcoming events.

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CITY COUNCIL AGENDA

For Council Meeting:  
March 6, 2012

**S U B J E C T: Presentation of “Award of Top Shooter”**

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

The Police Department will be presenting awards to Mayor Scott Harbertson and Nicole Millheim.

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CITY COUNCIL AGENDA

For Council Meeting:  
March 6, 2012

**S U B J E C T: Presentation by Clint Thacker on Animal Control Services**

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

Clint Thacker will be there to give a presentation on the Animal Control calls and statistics for Farmington.

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:  
March 6, 2012

**S U B J E C T: Trail Property Revocable Permit**

**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  
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JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: David E. Petersen, Community Development Director  
Date: February 24, 2012  
SUBJECT: **TRAIL PROPERTY REVOCABLE PERMIT**

### RECOMMENDATION

Approve the enclosed revocable permit form and direct staff to coordinate efforts with petitioners in obtaining permits for each owner of property abutting the trail property, subject to the following:

1. The petitioners must do the work in obtaining the signatures for the permits;
2. All owners of property abutting Parcel #1 must agree to, and sign the permit—it must be unanimous, and completed by \_\_\_\_\_ or the City will just continue to retain the property as is.
3. Each aforesaid owner must pay survey, recording, and other costs associated for the permit related to their respective property.

### BACKGROUND

Previously, upon receiving a petition, the City Council considered the possibility of conveying or selling a linear .97 acre tract of land (20' in width, 2,153.16' in length) adjacent to the west side of the UTA r.o.w. to abutting property owners. The parcel ("Parcel #1") is located in the Farmington Creek Estates Phase III PUD and begins at Glovers Lane at its south end and stops at the Ritz subdivision at its north end. Parcel #1 was envisioned for trail purposes before UTA assumed control of the abutting railroad r.o.w. and sometime thereafter announced its rail to trail intention for the corridor.

The Council tabled action because the Mayor suggested that the City explore the possibility of retaining ownership of the parcel and entering into long term agreements whereby adjacent property owners may enjoy the use of said City property. This has been done elsewhere in the City in the past. Under this scenario property owners will realize benefits of

use without paying the property taxes, and the City keeps its long term options open in the event UTA plans change in the future.

The Mayor and staff, met with two individuals involved with the petition, Chris Larson and Ben Barrus, and discussed the possibility of a 99 year lease permit, including the details set forth in the suggested motion. Mr. Larson and Mr. Barrus were receptive to what was discussed and they contacted each property owner (see attached emails) and received unanimous support. However, the Mayor and staff remember discussing that the City maintain its ability as the property owner to revoke the permit at anytime and it appears from the correspondence that the revocable permit concept was not presented by Mr. Larson and Mr. Barrus to the property owners. The permit must be revocable in case the City has future needs for the parcel as yet undetermined.

Staff has also since reviewed a previous revocable permit issued by the City, and it did not contain a 99 year clause, but was open ended. It is recommended that this permit not contain a set time limit.

Mr. Larson and Mr. Barrus also mentioned to the petitioners the possibility whereby property owners may approach the City in time about purchasing the property. One may suppose that this may always be a possibility, but it should not be memorialized by agreement, because there is also the possibility that the City may never sell the land to adjacent property owners. Neither the Mayor or staff remember any such provision being the focus of our discussions. Ben Barrus has since suggested that the City provide a letter to the property owners stating that it has no immediate or long-term plans (30 + years) for the property.

Respectively Submitted



David Petersen  
Community Development Director

Concur

Dave Millheim  
City Manager



## REVOCABLE PERMIT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between Farmington City, a municipal corporation of the State of Utah, hereinafter referred to as the "City" and \_\_\_\_\_, hereinafter jointly and severally referred to as "Permittee".

### WITNESSETH:

**WHEREAS**, the City is the owner of certain real property hereinafter Described (the "premises") which is located adjacent to Permittee's lot; and

**WHEREAS**, Permittee is desirous of landscaping, fencing and beautifying The City's property lying adjacent to the lot owned by the Permittee; and

**WHEREAS**, the City is willing to grant a revocable permit for such use.

**NOW, THEREFORE**, in consideration of the mutual covenants and benefits set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. The City hereby grants permission and license to Permittee to landscape, beautify, maintain, and fence, subject to the terms and conditions stated hereinafter, that certain real property owned by the City and located in Davis County, State of Utah, which is shown on Exhibit "A" which is attached hereto and by this reference is made a part hereof.
2. All improvements and landscaping installed by Permittee shall be at Permittee's sole cost and expense. Permittee agrees not to erect or install any structure or improvement other than any landscaping, garden or fence unless authorized by the prior written consent of the City.
3. Permittee shall, when required in writing by the City, for any construction, facilities maintenance or other public purposes, at Permittee's sole expense and within the time and when requested in writing by the City, remove, replace or alter any surface and subsurface improvements and/or landscaping installed on the City's property.
4. Permittee agrees that at all times said premises are subject to any use the City may desire, for any construction, utility facility maintenance or for any other purpose and the City shall not be liable to Permittee for any loss of use

or damage to Permittee's improvements of landscaping thereon as a result of such. The City will use reasonable efforts to cooperate with Permittee's use of the premises, but final decisions in such events shall be made solely by the City.

5. Permittee agrees upon notice from the City, to repair any damage caused to the premises as a result of Permittee's use thereof.

6. This permit is granted subject to revocation by the City for any reason and at any time. Notice of termination or modification may be sent to the Permittee at \_\_\_\_\_, Farmington, Utah 84025. Permittee shall not remove any improvements other than personal property, from the premises after such notice, without the prior written consent of the City being first obtained. The City shall not be liable for any loss, expense, or inconvenience suffered by Permittee as a result of such revocation.

7. Permittee hereby agrees to indemnify, save harmless and defend the City, its officers, employees, agents and representatives from all claims, liens, demands, damages, actions, costs and expenses, including attorney's fees arising out of or by reason of Permittee's an/or Permittee's agents, employees or invitees use of the premises or any other activities conducted or allowed thereon.

8. This permit is not assignable by either party.

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

**FARMINGTON CITY**

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

Attest:

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

PERMITTEE:

\_\_\_\_\_

Zimbra

dpetersen@farmington.utah.gov

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**Fwd: FW: East Siders**

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**From :** Chris Larsen <silentv4@gmail.com>  
**Subject :** Fwd: FW: East Siders  
**To :** Dave Petersen  
<dpetersen@farmington.utah.gov>

Wed, Feb 15, 2012 02:18 PM

Dave,

You will see a bunch of these coming through.

There will be one for each household involved in the project.

Thanks,

Chris Larsen

----- Forwarded message -----

**From:** Ben Barrus <[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)>  
**Date:** Wed, Feb 8, 2012 at 9:35 AM  
**Subject:** FW: East Siders  
**To:** [silentv4@gmail.com](mailto:silentv4@gmail.com)

LOL, they just responded... See below.

---

**From:** Bernie & Shawna Josten [<mailto:sbjosten@q.com>]  
**Sent:** Tuesday, February 07, 2012 7:55 PM  
**To:** 'Brett Anderson'; 'Ben Barrus'; [jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com); [stuartthomas65@msn.com](mailto:stuartthomas65@msn.com); [silentv4@gmail.com](mailto:silentv4@gmail.com); [btbeck@xmission.com](mailto:btbeck@xmission.com); [bgbeck@xmission.com](mailto:bgbeck@xmission.com); [ranfun@msn.com](mailto:ranfun@msn.com); 'John Taylor'; [jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co); 'Mark Holbrook'  
**Subject:** RE: East Siders

We are in!

Bernie Josten

803 S. Country Lane

---

**From:** Brett Anderson [<mailto:bretta@blackburn-stoll.com>]  
**Sent:** Wednesday, February 01, 2012 9:32 AM  
**To:** Ben Barrus; [jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com); [stuartthomas65@msn.com](mailto:stuartthomas65@msn.com); [silentv4@gmail.com](mailto:silentv4@gmail.com); [btbeck@xmission.com](mailto:btbeck@xmission.com); [bqbeck@xmission.com](mailto:bqbeck@xmission.com); [sbjosten@q.com](mailto:sbjosten@q.com); [ranfun@msn.com](mailto:ranfun@msn.com); John Taylor; [jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co); Mark Holbrook  
**Subject:** RE: East Siders

We agree.

Brett N. Anderson

Blackburn & Stoll, LC

Dir: [801.578.3540](tel:801.578.3540)

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**From:** Ben Barrus [<mailto:Ben@lotsandlistings.com>]  
**Sent:** January 31, 2012 1:50 PM  
**To:** [jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com); [stuartthomas65@msn.com](mailto:stuartthomas65@msn.com); [silentv4@gmail.com](mailto:silentv4@gmail.com); [btbeck@xmission.com](mailto:btbeck@xmission.com); [bqbeck@xmission.com](mailto:bqbeck@xmission.com); Brett Anderson; [sbjosten@q.com](mailto:sbjosten@q.com); [ranfun@msn.com](mailto:ranfun@msn.com); John Taylor; [jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co); 'Mark Holbrook'  
**Subject:** East Siders

*-Drafted by Chris Larsen with some alterations by Ben Barrus. -*

Hi East Side Neighbors (and Mike), thank you for signing the petition to Farmington City supporting the 20 foot easement deed issue that Chris Larsen delivered to your homes a few weeks ago.

Chris and I have had two meetings with City officials and rather than selling the property to you, they propose to grant each homeowner an exclusive lease on the 20' strip of land

behind your homes. They will lease the land to you for a period of 99 years in exchange of one dollar and fees related to drafting and recording each lease agreement. We estimate these fees to be about \$100 per lot.

We asked the city if the homeowners could buy the land but they are unable to entertain this option right now. They stated that in 20 years you can approach the City about buying the land, if you'd like. The lease is a great option because you will have full use of the land for buildings, sheds, playgrounds etc., and will have no additional property taxes to pay while you use the land. Basically you get a bigger yard but don't have to pay for it, or for the taxes of owning it.

The leases will be transferable if you sell your property, and will remain valid with the new purchaser for the remainder of the lease period.

At the end of the 99 year period, the City will have the option to renew or revoke the lease and/or deed the property to the (then) current owner (but you'll be dead anyway).

If everyone on the east side agrees to this proposal, Farmington City is ready to move quickly to prepare the lease agreements. Once executed, you can all incorporate the additional 20' of land into your yards and enjoy the use for the next 99 years. This land extends beyond the Chevron easement, so buildings etc. will be allowed as long as they meet city building codes and CCR requirements.

The city will only lease this property to you if they get approval from all property owners on the east side. Please reply with your approval of the offer and/or any questions that you need to have resolved.

Thanks,

Chris Larsen

[Silentv4@gmail.com](mailto:Silentv4@gmail.com)

[801-673-4719](tel:801-673-4719)

Ben Barrus

[ben@lotsandlistings.com](mailto:ben@lotsandlistings.com)

[801-755-3322](tel:801-755-3322)

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<http://free.pctools.com>

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Zimbra

dpetersen@farmington.utah.gov

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**Fwd: East Siders**

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**From :** Chris Larsen <silentv4@gmail.com>  
**Subject :** Fwd: East Siders  
**To :** Dave Petersen  
<dpetersen@farmington.utah.gov>

Wed, Feb 15, 2012 02:18 PM

----- Forwarded message -----

**From:** **Bernie & Shawna Josten** <[sbjosten@q.com](mailto:sbjosten@q.com)>  
**Date:** Tue, Feb 7, 2012 at 7:55 PM  
**Subject:** RE: East Siders  
**To:** Brett Anderson <[bretta@blackburn-stoll.com](mailto:bretta@blackburn-stoll.com)>, Ben Barrus <[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)>, [jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com), [stuartthomas65@msn.com](mailto:stuartthomas65@msn.com), [silentv4@gmail.com](mailto:silentv4@gmail.com), [btbeck@xmission.com](mailto:btbeck@xmission.com), [bgbeck@xmission.com](mailto:bgbeck@xmission.com), [ranfun@msn.com](mailto:ranfun@msn.com), John Taylor <[johntaylor37@gmail.com](mailto:johntaylor37@gmail.com)>, [jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co), Mark Holbrook <[mark.holbrook@cardpaymentsint.com](mailto:mark.holbrook@cardpaymentsint.com)>

We are in!

Bernie Josten

803 S. Country Lane

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**Sent:** Wednesday, February 01, 2012 9:32 AM  
**To:** Ben Barrus; [jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com); [stuartthomas65@msn.com](mailto:stuartthomas65@msn.com); [silentv4@gmail.com](mailto:silentv4@gmail.com); [btbeck@xmission.com](mailto:btbeck@xmission.com); [bgbeck@xmission.com](mailto:bgbeck@xmission.com); [sbjosten@q.com](mailto:sbjosten@q.com); [ranfun@msn.com](mailto:ranfun@msn.com); John Taylor; [jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co); Mark Holbrook  
**Subject:** RE: East Siders

We agree.

Brett N. Anderson

Blackburn & Stoll, LC

Dir: [801.578.3540](tel:801.578.3540)

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**From:** Ben Barrus [<mailto:Ben@lotsandlistings.com>]

**Sent:** January 31, 2012 1:50 PM

**To:** [jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com); [stuartthomas65@msn.com](mailto:stuartthomas65@msn.com); [silentv4@gmail.com](mailto:silentv4@gmail.com); [btbeck@xmission.com](mailto:btbeck@xmission.com); [bgbeck@xmission.com](mailto:bgbeck@xmission.com); Brett Anderson; [sbjosten@q.com](mailto:sbjosten@q.com); [ranfun@msn.com](mailto:ranfun@msn.com); John Taylor; [jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co); 'Mark Holbrook'

**Subject:** East Siders

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quickly to prepare the lease agreements. Once executed, you can all incorporate the additional 20' of land into your yards and enjoy the use for the next 99 years. This land extends beyond the Chevron easement, so buildings etc. will be allowed as long as they meet city building codes and CCR requirements.

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Chris Larsen

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Ben Barrus

[ben@lotsandlistings.com](mailto:ben@lotsandlistings.com)

[801-755-3322](tel:801-755-3322)

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(Email Guard: 9.0.0.909, Virus/Spyware Database: 6.19200)

<http://free.pctools.com>

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Zimbra

dpetersen@farmington.utah.gov

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**Fwd: FW: East Side Land**

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**From :** Chris Larsen <silentv4@gmail.com>  
**Subject :** Fwd: FW: East Side Land  
**To :** Dave Petersen  
<dpetersen@farmington.utah.gov>

Wed, Feb 15, 2012 02:19 PM

----- Forwarded message -----

**From:** Ben Barrus <[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)>  
**Date:** Thu, Feb 2, 2012 at 10:02 AM  
**Subject:** FW: East Side Land  
**To:** [silentv4@gmail.com](mailto:silentv4@gmail.com)

---

**From:** Mike King [<mailto:mking@unitedsub.com>]  
**Sent:** Wednesday, February 01, 2012 7:45 PM  
**To:** Ben Barrus  
**Subject:** RE: East Side Land

Sounds like a great deal to me . Thanks for your work on this. Let me know what I need to do to move forward.

Mike King

---

**From:** Ben Barrus [<mailto:Ben@lotsandlistings.com>]  
**Sent:** Wednesday, February 01, 2012 7:19 PM

**To:** [dennis@dmillard.com](mailto:dennis@dmillard.com); [silentv4@gmail.com](mailto:silentv4@gmail.com)  
**Cc:** Mike King  
**Subject:** East Side Land

Hi East Side Neighbors (and Mike), thank you for signing the petition to Farmington City supporting the 20 foot easement deed issue that Chris Larsen delivered to your homes a few weeks ago.

Chris and I have had two meetings with City officials and rather than selling the property to you, they propose to grant each homeowner an exclusive lease on the 20' strip of land behind your homes. They will lease the land to you for a period of 99 years in exchange of one dollar and fees related to drafting and recording each lease agreement. We estimate these fees to be about \$100 per lot.

We asked the city if the homeowners could buy the land but they are unable to entertain this option right now. They stated that in 20 years you can approach the City about buying the land, if you'd like. The lease is a great option because you will have full use of the land for buildings, sheds, playgrounds etc., and will have no additional property taxes to pay while you use the land. Basically you get a bigger yard but don't have to pay for it, or for the taxes of owning it.

The leases will be transferable if you sell your property, and will remain valid with the new purchaser for the remainder of the lease period.

At the end of the 99 year period, the City will have the option to renew or revoke the lease and/or deed the property to the (then) current owner (but you'll be dead anyway).

If everyone on the east side agrees to this proposal, Farmington City is ready to move quickly to prepare the lease agreements. Once executed, you can all incorporate the additional 20' of land into your yards and enjoy the use for the next 99 years. This land extends beyond the Chevron easement, so buildings etc. will be allowed as long as they meet city building codes and CCR requirements.

The city will only lease this property to you if they get approval from all property owners on the east side. Please reply with your approval of the offer and/or any questions that you need to have resolved.

Thanks,

Chris Larsen

[Silentv4@gmail.com](mailto:Silentv4@gmail.com)

[801-673-4719](tel:801-673-4719)

Ben Barrus

[ben@lotsandlistings.com](mailto:ben@lotsandlistings.com)

[801-755-3322](tel:801-755-3322)

---

Zimbra

dpetersen@farmington.utah.gov

---

**Fwd: East Side Land**

---

**From :** Chris Larsen <silentv4@gmail.com>  
**Subject :** Fwd: East Side Land  
**To :** Dave Petersen  
<dpetersen@farmington.utah.gov>

Wed, Feb 15, 2012 02:19 PM

----- Forwarded message -----

**From:** Dennis Millard <[dennis@dmillard.com](mailto:dennis@dmillard.com)>  
**Date:** Wed, Feb 1, 2012 at 11:16 PM  
**Subject:** Re: East Side Land  
**To:** Ben Barrus <[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)>  
**Cc:** [silentv4@gmail.com](mailto:silentv4@gmail.com), Mike King <[mking@unitedsub.com](mailto:mking@unitedsub.com)>

Sounds like a good deal to me, I approve.

-Dennis Millard

On 2/1/2012 7:18 PM, Ben Barrus wrote:

Hi East Side Neighbors (and Mike), thank you for signing the petition to Farmington City supporting the 20 foot easement deed issue that Chris Larsen delivered to your homes a few weeks ago.

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[801-673-4719](tel:801-673-4719)

Ben Barrus

[ben@lotsandlistings.com](mailto:ben@lotsandlistings.com)

[801-755-3322](tel:801-755-3322)

---

Zimbra

dpetersen@farmington.utah.gov

---

**Fwd: FW: East Siders**

---

**From :** Chris Larsen <silentv4@gmail.com>  
**Subject :** Fwd: FW: East Siders  
**To :** Dave Petersen  
<dpetersen@farmington.utah.gov>

Wed, Feb 15, 2012 02:19 PM

----- Forwarded message -----

**From:** Ben Barrus <[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)>  
**Date:** Wed, Feb 1, 2012 at 7:15 PM  
**Subject:** FW: East Siders  
**To:** [silentv4@gmail.com](mailto:silentv4@gmail.com)

**From:** John Taylor [mailto:[johntaylor37@gmail.com](mailto:johntaylor37@gmail.com)]  
**Sent:** Tuesday, January 31, 2012 3:10 PM  
**To:** Ben Barrus  
**Subject:** Re: East Siders

We're in. Thanks Ben!

John (and Jackie)

On Tue, Jan 31, 2012 at 13:49, Ben Barrus <[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)> wrote:

*-Drafted by Chris Larsen with some alterations by Ben Barrus. -*

Hi East Side Neighbors (and Mike), thank you for signing the petition to Farmington City supporting the 20 foot easement deed issue that Chris Larsen delivered to your homes a few weeks ago.

Chris and I have had two meetings with City officials and rather than selling the property to you, they propose to grant each homeowner an exclusive lease on the 20' strip of land

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[Silentv4@gmail.com](mailto:Silentv4@gmail.com)

[801-673-4719](tel:801-673-4719)

Ben Barrus

[ben@lotsandlistings.com](mailto:ben@lotsandlistings.com)

[801-755-3322](tel:801-755-3322)



Zimbra

dpetersen@farmington.utah.gov

---

**Fwd: East Siders**

---

**From :** Chris Larsen <silentv4@gmail.com>  
**Subject :** Fwd: East Siders  
**To :** Dave Petersen  
<dpetersen@farmington.utah.gov>

Wed, Feb 15, 2012 02:19 PM

----- Forwarded message -----

From: **STUART M THOMAS** <[stuartthomas65@msn.com](mailto:stuartthomas65@msn.com)>  
Date: Wed, Feb 1, 2012 at 7:01 PM  
Subject: RE: East Siders  
To: Ben Barrus <[ben@lotsandlistings.com](mailto:ben@lotsandlistings.com)>, Chris Larsen <[silentv4@gmail.com](mailto:silentv4@gmail.com)>

I'm in.

Thanks guys

Stu

---

From: [Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)  
To: [jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com); [stuartthomas65@msn.com](mailto:stuartthomas65@msn.com); [silentv4@gmail.com](mailto:silentv4@gmail.com);  
[btbeck@xmission.com](mailto:btbeck@xmission.com); [bgbeck@xmission.com](mailto:bgbeck@xmission.com); [bretta@blackburn-stoll.com](mailto:bretta@blackburn-stoll.com);  
[sbjosten@q.com](mailto:sbjosten@q.com); [ranfun@msn.com](mailto:ranfun@msn.com); [johntaylor37@gmail.com](mailto:johntaylor37@gmail.com); [jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co);  
[mark.holbrook@cardpaymentsint.com](mailto:mark.holbrook@cardpaymentsint.com)  
Subject: East Siders  
Date: Tue, 31 Jan 2012 13:49:47 -0700

*-Drafted by Chris Larsen with some alterations by Ben Barrus. -*

Hi East Side Neighbors (and Mike), thank you for signing the petition to Farmington City supporting the 20 foot easement deed issue that Chris Larsen delivered to your homes a few weeks ago.

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Thanks,

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Ben Barrus

[ben@lotsandlistings.com](mailto:ben@lotsandlistings.com)

[801-755-3322](tel:801-755-3322)



Zimbra

dpetersen@farmington.utah.gov

---

**Fwd: East Siders**

---

**From :** Chris Larsen <silentv4@gmail.com>  
**Subject :** Fwd: East Siders  
**To :** Dave Petersen  
<dpetersen@farmington.utah.gov>

Wed, Feb 15, 2012 02:24 PM

----- Forwarded message -----

**From:** **Jayson McLeod** <[jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com)>  
**Date:** Wed, Feb 1, 2012 at 9:44 AM  
**Subject:** Re: East Siders  
**To:** Brett Anderson <[bretta@blackburn-stoll.com](mailto:bretta@blackburn-stoll.com)>, Ben Barrus <[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)>, "[stuartthomas65@msn.com](mailto:stuartthomas65@msn.com)" <[stuartthomas65@msn.com](mailto:stuartthomas65@msn.com)>, "[silentv4@gmail.com](mailto:silentv4@gmail.com)" <[silentv4@gmail.com](mailto:silentv4@gmail.com)>, "[btbeck@xmission.com](mailto:btbeck@xmission.com)" <[btbeck@xmission.com](mailto:btbeck@xmission.com)>, "[bgbeck@xmission.com](mailto:bgbeck@xmission.com)" <[bgbeck@xmission.com](mailto:bgbeck@xmission.com)>, "[sbjosten@q.com](mailto:sbjosten@q.com)" <[sbjosten@q.com](mailto:sbjosten@q.com)>, "[ranfun@msn.com](mailto:ranfun@msn.com)" <[ranfun@msn.com](mailto:ranfun@msn.com)>, John Taylor <[johntaylor37@gmail.com](mailto:johntaylor37@gmail.com)>, "[jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co)" <[jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co)>, Mark Holbrook <[mark.holbrook@cardpaymentsint.com](mailto:mark.holbrook@cardpaymentsint.com)>

The McLeod's are in!

Thanks to all of you for doing all of this. This is AWESOME!!!

Jayson

---

**From:** Brett Anderson <[bretta@blackburn-stoll.com](mailto:bretta@blackburn-stoll.com)>  
**To:** Ben Barrus <[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)>; [jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com); [stuartthomas65@msn.com](mailto:stuartthomas65@msn.com); [silentv4@gmail.com](mailto:silentv4@gmail.com); [btbeck@xmission.com](mailto:btbeck@xmission.com); [bgbeck@xmission.com](mailto:bgbeck@xmission.com); [sbjosten@q.com](mailto:sbjosten@q.com); [ranfun@msn.com](mailto:ranfun@msn.com); John Taylor <[johntaylor37@gmail.com](mailto:johntaylor37@gmail.com)>; [jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co); Mark Holbrook <[mark.holbrook@cardpaymentsint.com](mailto:mark.holbrook@cardpaymentsint.com)>  
**Sent:** Wednesday, February 1, 2012 9:32 AM  
**Subject:** RE: East Siders

We agree.

Brett N. Anderson  
Blackburn & Stoll, LC

Dir: [801.578.3540](tel:801.578.3540)

---

**From:** Ben Barrus [mailto:[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)]

**Sent:** January 31, 2012 1:50 PM

**To:** [jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com); [stuartthomas65@msn.com](mailto:stuartthomas65@msn.com); [silentv4@gmail.com](mailto:silentv4@gmail.com); [btbeck@xmission.com](mailto:btbeck@xmission.com); [bgbeck@xmission.com](mailto:bgbeck@xmission.com); Brett Anderson; [sbjosten@q.com](mailto:sbjosten@q.com); [ranfun@msn.com](mailto:ranfun@msn.com); John Taylor; [jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co); 'Mark Holbrook'

**Subject:** East Siders

*-Drafted by Chris Larsen with some alterations by Ben Barrus. -*

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Thanks,

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[Silentv4@gmail.com](mailto:silentv4@gmail.com)

[801-673-4719](tel:801-673-4719)

Ben Barrus

[ben@lotsandlistings.com](mailto:ben@lotsandlistings.com)

[801-755-3322](tel:801-755-3322)



Zimbra

dpetersen@farmington.utah.gov

---

**Fwd: East Siders**

---

**From :** Chris Larsen <silentv4@gmail.com>  
**Subject :** Fwd: East Siders  
**To :** Dave Petersen  
<dpetersen@farmington.utah.gov>

Wed, Feb 15, 2012 02:24 PM

----- Forwarded message -----

**From:** **Brett Anderson** <[bretta@blackburn-stoll.com](mailto:bretta@blackburn-stoll.com)>  
**Date:** Wed, Feb 1, 2012 at 9:32 AM  
**Subject:** RE: East Siders  
**To:** Ben Barrus <[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)>, [jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com),  
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[bqbeck@xmission.com](mailto:bqbeck@xmission.com), [sbjosten@q.com](mailto:sbjosten@q.com), [ranfun@msn.com](mailto:ranfun@msn.com), John Taylor  
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<[mark.holbrook@cardpaymentsint.com](mailto:mark.holbrook@cardpaymentsint.com)>

We agree.

Brett N. Anderson

Blackburn &amp; Stoll, LC

Dir: [801.578.3540](tel:801.578.3540)

---

**From:** Ben Barrus [mailto:[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)]  
**Sent:** January 31, 2012 1:50 PM  
**To:** [jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com); [stuartthomas65@msn.com](mailto:stuartthomas65@msn.com); [silentv4@gmail.com](mailto:silentv4@gmail.com);  
[btbeck@xmission.com](mailto:btbeck@xmission.com); [bqbeck@xmission.com](mailto:bqbeck@xmission.com); Brett Anderson; [sbjosten@q.com](mailto:sbjosten@q.com);  
[ranfun@msn.com](mailto:ranfun@msn.com); John Taylor; [jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co); 'Mark Holbrook'  
**Subject:** East Siders

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[ben@lotsandlistings.com](mailto:ben@lotsandlistings.com)

[801-755-3322](tel:801-755-3322)

---

Zimbra

dpetersen@farmington.utah.gov

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**Fwd: East Siders**

---

**From :** Chris Larsen <silentv4@gmail.com>

Wed, Feb 15, 2012 02:24 PM

**Subject :** Fwd: East Siders**To :** Dave Petersen  
<dpetersen@farmington.utah.gov>

----- Forwarded message -----

**From:** **Mark Holbrook** <[mark.holbrook@cardpaymentsint.com](mailto:mark.holbrook@cardpaymentsint.com)>**Date:** Tue, Jan 31, 2012 at 2:12 PM**Subject:** Re: East Siders**To:** Randen Funk <[ranfun@msn.com](mailto:ranfun@msn.com)>**Cc:** Jeff Johnson <[jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co)>, Ben Barrus <[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)>, "[jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com)" <[jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com)>, "[stuartthomas65@msn.com](mailto:stuartthomas65@msn.com)" <[stuartthomas65@msn.com](mailto:stuartthomas65@msn.com)>, "[silentv4@gmail.com](mailto:silentv4@gmail.com)" <[silentv4@gmail.com](mailto:silentv4@gmail.com)>, "[btbeck@xmission.com](mailto:btbeck@xmission.com)" <[btbeck@xmission.com](mailto:btbeck@xmission.com)>, "[bgbeck@xmission.com](mailto:bgbeck@xmission.com)" <[bgbeck@xmission.com](mailto:bgbeck@xmission.com)>, **BrettAnderson** <[bretta@blackburn-stoll.com](mailto:bretta@blackburn-stoll.com)>, "[sbjosten@q.com](mailto:sbjosten@q.com)" <[sbjosten@q.com](mailto:sbjosten@q.com)>, John Taylor <[johntaylor37@gmail.com](mailto:johntaylor37@gmail.com)>

I'm in

Mark Holbrook  
Card Payments International  
[mark.holbrook@cardpaymentsint.com](mailto:mark.holbrook@cardpaymentsint.com)  
[801-456-8585](tel:801-456-8585) ext 7606  
[801-936-0115](tel:801-936-0115) fax

On Jan 31, 2012, at 2:04 PM, Randen Funk wrote:

- > I'm in.
- > Does the city recognize a 40' easement on the eastside of the easement as well.jj
- >
- >
- > Randen Funk
- > Field Sales Representative - Utah/Nevada/Idaho
- > Flanders Electric Motor Service
- > [\(801\) 231-6054](tel:801-231-6054)
- > [Rfunk@Flanderselectric.com](mailto:Rfunk@Flanderselectric.com)

>  
> On Jan 31, 2012, at 1:53 PM, Jeff Johnson <[jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co)> wrote:  
>  
>> I'm in. thanks Chris and Ben.  
>>  
>> Jeff Johnson, CPA  
>> Daines Goodwin & Co. CPAs  
>> Certified Public Accountants & Business Advisors  
>> 280 South 400 West, STE 220  
>> Salt Lake City, Utah 84101  
>> [801-363-3400](tel:801-363-3400)  
>> [jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co)  
>> [www.dgcpa.net](http://www.dgcpa.net)  
>> <image001.jpg>  
>>  
>>  
>> From: Ben Barrus [mailto:[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)]  
>> Sent: Tuesday, January 31, 2012 1:50 PM  
>> To: [jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com); [stuartthomas65@msn.com](mailto:stuartthomas65@msn.com); [silentv4@gmail.com](mailto:silentv4@gmail.com);  
[btbeck@xmission.com](mailto:btbeck@xmission.com); [bgbeck@xmission.com](mailto:bgbeck@xmission.com); 'Brett Anderson'; [sbjosten@q.com](mailto:sbjosten@q.com);  
[ranfun@msn.com](mailto:ranfun@msn.com); John Taylor; Jeff Johnson; 'Mark Holbrook'  
>> Subject: East Siders  
>>  
>> -Drafted by Chris Larsen with some alterations by Ben Barrus. -  
>> Hi East Side Neighbors (and Mike), thank you for signing the petition to Farmington City supporting the 20 foot easement deed issue that Chris Larsen delivered to your homes a few weeks ago.  
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they meet city building codes and CCR requirements.

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>> Thanks,

>> Chris Larsen

>> [Silentv4@gmail.com](mailto:Silentv4@gmail.com)

>> [801-673-4719](tel:801-673-4719)

>>

>> Ben Barrus

>> [ben@lotsandlistings.com](mailto:ben@lotsandlistings.com)

>> [801-755-3322](tel:801-755-3322)

>>

>>

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Zimbra

dpetersen@farmington.utah.gov

---

**Fwd: East Siders**

---

**From :** Chris Larsen <silentv4@gmail.com>  
**Subject :** Fwd: East Siders  
**To :** Dave Petersen  
<dpetersen@farmington.utah.gov>

Wed, Feb 15, 2012 02:25 PM

----- Forwarded message -----

**From:** **Randen Funk** <[ranfun@msn.com](mailto:ranfun@msn.com)>  
**Date:** Tue, Jan 31, 2012 at 2:04 PM  
**Subject:** Re: East Siders  
**To:** Jeff Johnson <[jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co)>  
**Cc:** Ben Barrus <[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)>, "[jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com)" <[jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com)>, "[stuartthomas65@msn.com](mailto:stuartthomas65@msn.com)" <[stuartthomas65@msn.com](mailto:stuartthomas65@msn.com)>, "[silentv4@gmail.com](mailto:silentv4@gmail.com)" <[silentv4@gmail.com](mailto:silentv4@gmail.com)>, "[btbeck@xmission.com](mailto:btbeck@xmission.com)" <[btbeck@xmission.com](mailto:btbeck@xmission.com)>, "[bgbeck@xmission.com](mailto:bgbeck@xmission.com)" <[bgbeck@xmission.com](mailto:bgbeck@xmission.com)>, BrettAnderson <[bretta@blackburn-stoll.com](mailto:bretta@blackburn-stoll.com)>, "[sbjosten@q.com](mailto:sbjosten@q.com)" <[sbjosten@q.com](mailto:sbjosten@q.com)>, John Taylor <[johntaylor37@gmail.com](mailto:johntaylor37@gmail.com)>, Mark Holbrook <[mark.holbrook@cardpaymentsint.com](mailto:mark.holbrook@cardpaymentsint.com)>

I'm in.

Does the city recognize a 40' easement on the eastside of the easement as well.jj

Randen Funk  
Field Sales Representative - Utah/Nevada/Idaho  
Flanders Electric Motor Service  
[\(801\) 231-6054](tel:(801)231-6054)  
[Rfunk@Flanderselectric.com](mailto:Rfunk@Flanderselectric.com)

On Jan 31, 2012, at 1:53 PM, Jeff Johnson <[jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co)> wrote:

I'm in. thanks Chris and Ben.

**Jeff Johnson,**  
**CPA**

**Daines Goodwin & Co. CPAs**

Certified Public Accountants & Business Advisors  
280 South 400 West, STE 220

Salt Lake City, Utah 84101

[801-363-3400](tel:801-363-3400)

[jjohnson@dgcpa.co](mailto:jjohnson@dgcpa.co)

[www.dgcpa.net](http://www.dgcpa.net)

<image001.jpg>

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**From:** Ben Barrus [mailto:[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)]

**Sent:** Tuesday, January 31, 2012 1:50 PM

**To:** [jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com); [stuartthomas65@msn.com](mailto:stuartthomas65@msn.com);  
[silentv4@gmail.com](mailto:silentv4@gmail.com); [btbeck@xmission.com](mailto:btbeck@xmission.com); [bgbeck@xmission.com](mailto:bgbeck@xmission.com); 'Brett  
Anderson'; [sbjosten@g.com](mailto:sbjosten@g.com); [ranfun@msn.com](mailto:ranfun@msn.com); John Taylor; Jeff Johnson;  
'Mark Holbrook'

**Subject:** East Siders

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Wed, Feb 15, 2012 02:25 PM

 1 attachment

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Date: Tue, Jan 31, 2012 at 1:53 PM  
Subject: RE: East Siders  
To: Ben Barrus <[Ben@lotsandlistings.com](mailto:Ben@lotsandlistings.com)>, "[jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com)" <[jajamcleod@yahoo.com](mailto:jajamcleod@yahoo.com)>, "[stuartthomas65@msn.com](mailto:stuartthomas65@msn.com)" <[stuartthomas65@msn.com](mailto:stuartthomas65@msn.com)>, "[silentv4@gmail.com](mailto:silentv4@gmail.com)" <[silentv4@gmail.com](mailto:silentv4@gmail.com)>, "[btbeck@xmission.com](mailto:btbeck@xmission.com)" <[btbeck@xmission.com](mailto:btbeck@xmission.com)>, "[btbeck@xmission.com](mailto:btbeck@xmission.com)" <[btbeck@xmission.com](mailto:btbeck@xmission.com)>, Brett Anderson <[bretta@blackburn-stoll.com](mailto:bretta@blackburn-stoll.com)>, "[sbjosten@q.com](mailto:sbjosten@q.com)" <[sbjosten@q.com](mailto:sbjosten@q.com)>, "[ranfun@msn.com](mailto:ranfun@msn.com)" <[ranfun@msn.com](mailto:ranfun@msn.com)>, John Taylor <[johntaylor37@gmail.com](mailto:johntaylor37@gmail.com)>, Mark Holbrook <[mark.holbrook@cardpaymentsint.com](mailto:mark.holbrook@cardpaymentsint.com)>

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[btbeck@xmission.com](mailto:btbeck@xmission.com); [bgbeck@xmission.com](mailto:bgbeck@xmission.com); 'Brett Anderson'; [sbjosten@q.com](mailto:sbjosten@q.com);  
[ranfun@msn.com](mailto:ranfun@msn.com); John Taylor; Jeff Johnson; 'Mark Holbrook'  
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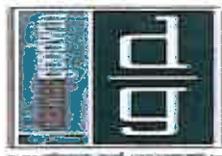
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Ben Barrus

[ben@lotsandlistings.com](mailto:ben@lotsandlistings.com)

[801-755-3322](tel:801-755-3322)



**image001.jpg**

3 KB

CITY COUNCIL AGENDA

For Council Meeting:  
March 6, 2012

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

1. Approval of Minutes from February 21, 2012
2. Final Plat for Miller Meadows Phase IV
3. Request to Approve Ownership of a Conservation Easement by an LLC
4. Ordinance Amending, Renumbering and Recodifying Title 2 of the Farmington Municipal Code regarding Government

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, February 21, 2012

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### WORK SESSION

*Present: Mayor Scott Harbertson, Council Members John Bilton, Nelsen Michaelson, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey*

### Spring Cleanup Discussion

Public Works Director **Walt Hokanson** sent a letter to the Council requesting that Spring Cleanup 2012 be cancelled because of the massive amount of green waste hauled and the hundreds of hours worked following the December 2011 wind storm. Public Works employees **Ray White** and **Cory Brazell** offered input and answered questions regarding Spring Cleanup. Concerns include the amount of time necessary to complete the cleanup, the amount of material the Central Davis Sewer District (CDS) will accept, higher fuel costs if the debris must be hauled to the Wasatch Integrated Waste Management District, and violations. **Mr. White** said it will take his crews 2-3 weeks to complete the spring cleanup—they anticipate 350 loads. The Council decided not to cancel Spring Cleanup and asked that detailed information be included in the newsletter and that citations be issued to violators.

### FEMA Reimbursement

**Leland Myers**, Central Davis Sewer District General Manager, estimated that Farmington City hauled 40,500 cubic yards of material (4000 dump truck loads) to the CDS following the December 2011 wind storm. FEMA has met with the City to obtain detailed information regarding its losses and will reimburse the City upon completion of the process. The damaged street lights and signs will be covered by insurance.

### Zions Bank Bond

**Keith Johnson** said Zions Bank has asked if the City would be interested in refinancing its 2009 Series Bond. Interest rates have fallen to 1.3%, and the City could save \$160,000 over the life of the Bond. The terms of the Bond would be shortened by one year, and the payment would remain the same. The Council advised staff to move forward with the proposal.

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### REGULAR SESSION

*Present: Mayor Scott Harbertson, Council Members John Bilton, Nelsen Michaelson, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey.*

### **CALL TO ORDER:**

### Roll Call/Opening Comments/Invocation/Pledge of Allegiance

**Mayor Harbertson** began the meeting began at 7:07 p.m. and welcomed those in attendance. The opening prayer was offered by **John Bilton**, and Boy Scout **Max Johnson** led the Pledge of Allegiance.

## REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

### Presentation of 15-year Service Awards for Police Department

Mayor Harbertson presented 15-year Service Awards to Farmington City Police Officers **Joel Knapp**, **Scott Richardson**, and **Bryant Ives**.

### PUBLIC HEARINGS:

### Local Consent for Settebello Pizzeria Napoletana “Limited Restaurant License” and Class B License Application

#### *Public Hearing:*

Mayor Harbertson opened the public hearing at 7:15 p.m. No public comments were made, and the hearing was closed.

#### Motion:

**John Bilton** made a motion to approve the Local Consent forms for the “Limited Restaurant License” for the Settebello Pizzeria Napoletana. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton**, **Michaelson**, **Ritz**, **Talbot** and **Young**.

#### Motion:

**Nelsen Michaelson** made a motion to approve the Class B Beer License Application submitted by Settebello Pizzeria Napoletana. **John Bilton** seconded the motion which was approved by Council Members **Bilton**, **Michaelson**, **Ritz**, **Talbot** and **Young**.

### Local Consent for Legacy Events Center “On-Premise Beer License”

#### *Public Hearing:*

Mayor Harbertson opened the public hearing at 7:20 p.m. No public comments were made, and the hearing was closed. Legacy Events Center Director **Dave Hansen** said they have two locked storage areas for beer, but they only purchase it when requested for a specific event. **Jim Talbot** predicted that Farmington would receive more of these types of requests, and he advised the City to look at them seriously. The Mayor is concerned because there are very few remaining state liquor licenses.

#### Motion:

**John Bilton** made a motion to approve the Legacy Events Center Local Consent forms for the “On-Premise Beer License”. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton**, **Michaelson**, **Ritz**, **Talbot** and **Young**.

### SUMMARY ACTION:

#### Minute Motion Approving Summary Action List

1. Approval of Minutes from February 7, 2012 City Council meeting.
2. Ratification of Approvals of Storm Water Bond Longs

3. Approval of Disbursement Lists for January 2012
4. Miller Meadows Forbearance Agreement

**Motion:**

**Nelsen Michaelson** made a motion to approve the Minutes of the February 7, 2012 City Council Meeting as amended. **John Bilton** seconded the motion which was approved by Council Members **Bilton, Michaelson, Ritz** and **Young**. **Jim Talbot** abstained because was absent.

**Motion:**

**Jim Young** made a motion to approve Items #2, #3, and #4 on the Summary Action List. **John Bilton** seconded the motion which was approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

**CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS:**

**Ordinance Amending, Renumbering and Recodifying Title 1 of the Municipal Code**

**Dave Millheim** said staff is in the process of updating the City's Municipal Code books and will be working with Attorney **Lisa Romney** to review each title and make the necessary revisions along with minor updates. The amendments will be submitted in small groups to the Council for approval.

**Motion:**

**Cory Ritz** made a motion to approve the Ordinance amending, renumbering and recodifying Title 1 of the Farmington Municipal Code regarding General Provisions. The motion was seconded by **Jim Talbot** and approved by a roll call vote with **Nelsen Michaelson, Jim Talbot, John Bilton, Cory Ritz,** and **Jim Young** voting in favor of the motion.

**GOVERNING BODY REPORTS:**

**City Manager Report**

1. The annual City Council Retreat will be held from 8-12 a.m. on February 25, 2012. One item of discussion will be the City's financial model and how to best utilize the \$1.5 million fund balance.
2. The **Mayor** reported on the South Davis Transit Study and said a study was conducted several years ago to determine if Bus Rapid Transit (BRT) would be a possibility. The bus route would have been on 200 East in Farmington and Main Street in Centerville, but the public was against the proposal. A \$3 million grant for another study was approved, and UTA asked the cities to match the grant money, but Farmington has decided not to pursue BRT at this time.
3. The City received a request from the Farmington Greens HOA—they own two open-space parcels: a three-acre park and 25 acres southwest of the Station Park area. The 25 acres is a large bog, and they do not want to maintain it or pay the \$10,000 tax bill, but they would like to keep and maintain the small park. They asked if the City would be interested in obtaining the 25 acres of open space. A conservation easement on the property limits its use, and if it was purchased by a private party at a tax sale, they could possibly challenge the conservation easement and attempt a different use. The proposal will be discussed in further detail during a closed session.

4. He met with **Glen Leonard** regarding the status of the Farmington History Book—he provided an outline structure and promised to have the book finished by November 2012.

### Mayor Harbertson & City Council Reports

- He and **Nelsen Michaelson** will attend the Town Hall meeting on Wed. February 17, 2012.
- He attended a meeting with Lagoon and was impressed with the way the City Manager handled the issues. At times in the past, the City turned a blind eye to Lagoon's activities. The City does not want to inspect the rides, but it wants to ensure that the rides have been installed properly and that buildings are erected according to City code. The City asked Lagoon to conform to its rules and help provide a safe environment for residents and visitors, and various City staff will meet with Lagoon staff during the year to assist in this process. Both parties agreed to let go of past grievances and move forward with positive communication and understanding. Although Lagoon no longer offers privileges for Farmington residents, and the senior discount was eliminated, they contribute to the Miss Farmington Pageant, Festival Days and the Easter Egg Hunt annually.
- He attended a narcotics task force which is run by Layton and Bountiful. There are ten officers (Davis County=4, Layton=4, Syracuse=1, and Bountiful=1), and the other cities contribute \$.25 per resident. Farmington has been paying for 9,000 residents for years even though there are now 18,000 residents. Some of the cities feel that it is unjust, and they will be asking City Councils to determine if the price should be raised and if so, how the money should be used.

### Jim Young

- He asked about the Hector Haight home, and there was no new information.

### Cory Ritz

- A resident asked why there are survey crews in the large, open field west of the Blakewood Subdivision near Glover Lane. **Dave Millheim** said he would ask the City Planner.
- Residents would like a trail connection from the Farmington Ranches Park trail across the open space to the school crossing in front of Eagle Bay Elementary. HOA member **Gemmie Benson** said the HOA would like to work with the City and build a bridge across the stream in the Farmington Ranches Community Park because many children in the area try to jump across the stream on their way to school. The Army Corps of Engineers have given approval, and Farmington Trails Committee Chairman **George Chipman** said this is one of their top 5 priorities. **Dave Millheim** said he will do some research and add the item to an upcoming City Council agenda.

### John Bilton

- He asked for updates on Red Barn Lane, the new water tank, a request for a Road Race on May 5<sup>th</sup>, and the swoop. **Dave Millheim** said the City is waiting for an easement from Union Pacific, and he has not heard from the Cook family. The **Mayor**, City Officials, Senator Hatch's Chief of Staff, Congressman Bishop, and several Forest Rangers will go on a walking tour of the property next Friday, and Congressman Hansen's advice was to complete both projects at the same time. He appreciated the efforts of Congressman Hansen in arranging the meeting. He has a meeting scheduled for the Road Race, and the swoop will be discussed in the closed session.

**Jim Talbot**

- He thanked the City for the new fire hydrant in Somerset Farms and for the update on the Lagoon meeting.
- The Interior Design Committee held a meeting, and all of the participants submitted their plans for the entry way—the art work will be incredible—and the art will be placed sometime in May. The pictures of Main Street (past and current) for the Council Chambers will be ready soon.

**Nelsen Michaelson**

- He continues to receive many comments from residents regarding 475 South, and he complimented City staff for their efforts. He advised the Council that residents will want to know why the City's preference is to remove the cul de sac and have a through street rather than leaving the cul de sac and having traffic circulate around it.

**CLOSED SESSION**

**Motion:**

At 8:20 p.m. a motion was made by **Jim Young** for the Council to go into a closed meeting to discuss pending litigation and property acquisition. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

**Sworn Statement**

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

\_\_\_\_\_  
**Scott C. Harbertson**, Mayor

**Motion:**

At 8:55 p.m. a motion to reconvene into an open meeting was made by **John Bilton**, seconded by **Nelsen Michaelson**, and approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

**ADJOURNMENT**

**Motion:**

**Jim Talbot** made a motion to adjourn the meeting. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**. The meeting was adjourned at 8:55 p.m.

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

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: February 7, 2011

SUBJECT: APPROVAL OF A FINAL PLAT FOR MILLER MEADOWS PHASE 4  
SUBDIVISION

### RECOMMENDATION

Approve the attached Final Plat for Miller Meadows Phase 4 Subdivision (93 lots), located at approximately 423 West 650 South, subject to the same conditions and findings established previously by the City Council at schematic plan approval and preliminary plat approval as set forth in the attached supplemental information.

### BACKGROUND

The Miller Meadows Subdivision Preliminary Plat approval approved by the City some time ago has progressed in phases. In July of 2007, the Planning Commission and City Council approved the Miller Meadows Phase 4 Final, with the condition that the developers revise the phasing plan for the project. That was done, and there were to be a total of 7 phases when the project was complete. The applicant has since returned with a new Master Development Plan and has received Schematic Plan approval from City Council on August 2, 2011 increasing the number of lots from 110 to 117 and eliminating the two easterly conservancy lots. With Schematic Plan approval, came an amendment to the Master Development Plan, hence, the applicant sought a new Preliminary Plat approval which the Planning Commission granted on August 25, 2011. The Planning Commission voted on January 12, 2012 to recommend final plat approval for the Miller Meadows Phase 4 Subdivision, subject to the conditions and findings as set forth in the attached Planning Commission Staff Report.

The applicant, Rainey Homes, is now requesting Final Plat approval for the Miller Meadows Conservation Subdivision Phase 4 consisting of 12 lots of on 5.05 acres on property located at approximately 423 West 650 South. The development has been broken down into smaller phases and has changed the number of lots, layout and overall design of the project slightly. This plat is consistent with the overall schematic plan as well as the previously approved preliminary subdivision plat for the entire project within which these lots are located. The biggest issue with the elimination of the easterly

conservancy lots has provided a chance for adjacent property owners in Phases 2 & 3 to buy part of the leftover land. With these additions, the lots already recorded will need to undergo boundary adjustments prior or concurrent to final plat recordation to properly show the correct property lines in Phases 2 & 3. The development agreement should also be brought before City Council to be amended to show the updates to the Master Development Plan. Compensation for the lost open space, due to the open space waiver granted previously by the City Council, must be paid prior to recordation of final plat.

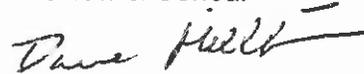
The applicant must also ensure compliance to all Scenic Byway Overlay Zone Design Theme, Standards, and Guidelines as set forth in Chapter 41 of the Zoning Ordinance. Information about the proposed elevations must be provided to City staff and approved at the time that the applicant submits a building permit, including but not limited to: information about architectural and landscape details to ensure that garages do not dominate the front of the home, that porches are accentuated, that the rear and sides of the homes facing the Legacy Parkway Trail have interesting facades and all architecture and landscaping remains consistent with the design guidelines, standards, and theme as set forth in the Scenic Byway Overlay zone chapter, and that the design contributes to the surrounding homes already built within the Miller Meadows subdivision.

Respectfully Submitted



Christy J. Alexander  
Associate City Planner

Review & Concur



Dave Millheim  
City Manager



## Planning Commission Staff Report January 12, 2012

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### Item 4: Final Plat for the Miller Meadows Conservation Subdivision Phase 4

Public Hearing:	No
Application No.:	S-6-11
Property Address:	Approximately 423 West 650 South
General Plan Designation:	AG (Agricultural Preservation)
Zoning Designation:	AE/SBO (Agricultural Estates/Scenic Byway Overlay)
Area:	5.05 acres
Number of Lots:	12
Property Owner:	West Glen Corporation
Agent:	Rainey Homes

Request: *Applicant is requesting a recommendation for approval of a Final Plat for the Miller Meadows Conservation Subdivision Phase 4*

---

#### Background Information

The Miller Meadows Subdivision Preliminary Plat approval approved by the City some time ago has progressed in phases. In July of 2007, the Planning Commission and City Council approved the Miller Meadows Phase 4 Final, with the condition that the developers revise the phasing plan for the project. That was done, and there were to be a total of 7 phases when the project was complete. The applicant has since returned with a new Master Development Plan and has received Schematic Plan approval from City Council on August 2, 2011 increasing the number of lots from 110 to 117 and eliminating the two easterly conservancy lots. With Schematic Plan approval, came an amendment to the Master Development Plan, hence, the applicant sought a new Preliminary Plat approval which the Planning Commission granted on August 25, 2011.

The applicant, Rainey Homes, is now requesting Final Plat approval for the Miller Meadows Conservation Subdivision Phase 4 consisting of 12 lots of on 5.05 acres on property located at approximately 423 West 650 South. The development has been broken down into smaller phases and has changed the number of lots, layout and overall design of the project slightly. This plat is consistent with the overall schematic plan as well as the previously approved preliminary subdivision plat for the entire project within which these lots are located. The biggest issue with the elimination of the easterly conservancy lots has provided a chance for adjacent property owners in Phases 2 & 3 to buy part of the leftover land. With these additions, the lots already recorded will need to undergo boundary adjustments prior to final plat recordation to properly show the correct property lines in Phases 2 & 3.

### **Suggested Motion**

Move that the Planning Commission recommend that the City Council approve the Final Plat for the Miller Meadows Conservation Subdivision Phase 4 subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant continues to work with the City and other agencies to address any outstanding issues remaining with regard to the Final Plat;
2. The applicant addresses all conditions placed at Schematic Plan and Preliminary Plat approval prior to construction;
3. The applicant must ensure compliance to all Scenic Byway Overlay Zone Design Theme, Standards, and Guidelines as set forth in Chapter 41 of the Zoning Ordinance;
4. The applicant must complete boundary line adjustments or a plat amendment (for parcels that are being conveyed to lots in previous phases) prior or concurrent with the recordation of the Final Plat;
5. The development agreement for the project must be updated to show the changes to the Master Development plan and presented to City Council;
6. Improvements for the pedestrian walkway adjacent to Lot 306-A shall be completed prior to issuance of any building permits in Phase 4;
7. Information about the proposed elevations must be provided to the City and approved by the Planning Commission prior to plat recordation, including but not limited to: information about architectural and landscape details to ensure that garages do not dominate the front of the home, that porches are accentuated, that the rear and sides of the homes facing the Legacy Parkway Trail have interesting facades and all architecture and landscaping remains consistent with the design guidelines, standards, and theme as set forth in the Scenic Byway Overlay zone chapter, and that the design contributes to the surrounding homes already built within the Miller Meadows subdivision.

### **Findings for Approval:**

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

### **Supplemental Information**

1. Miller Meadows Conservation Subdivision Phase 4 Final Plat
2. Miller Meadows Conservation Subdivision Preliminary Plat

### **Applicable Ordinances**

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 10 – Agricultural Zones
4. Title 11, Chapter 41 – Scenic Byway Overlay Zone
5. Title 11, Chapter 12 – Conservation Subdivision Development Standards

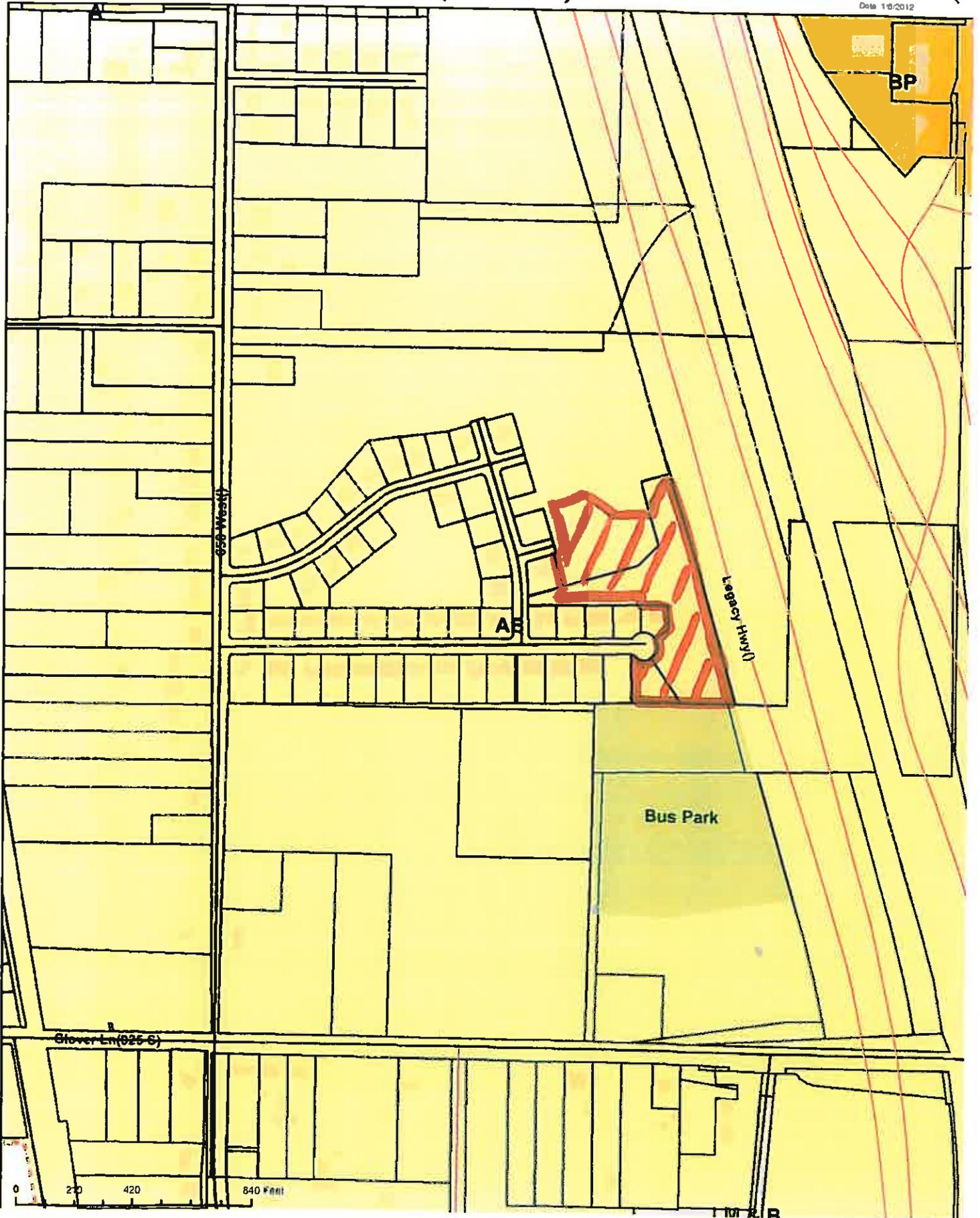




# MILLER MEADOWS PHASE 4 (S-6-11)



Date 1/8/2012



Revisions	Date	Description
01		Final Plat Phase 4 Miller Meadows For Rainey Homes

Estimated Date: 11-25-12  
 Drawing: 5  
 Date Shown: N/A  
 Engineer/Designer: [Signature]  
 File Number: [Blank]

**Boundary Description**

The boundaries shown on this map were established by the surveyor on the ground and are shown by lines with bearings and distances. The bearings were taken from the meridian and the distances were measured by a steel tape. The survey was conducted on January 20, 2012.

**Surveyor's Certificate**

I, the undersigned, am a duly licensed and qualified surveyor in the State of Utah. I have personally supervised the survey shown on this map and certify that the same is true and correct to the best of my knowledge and belief.

**Owner's Dedication**

The undersigned hereby dedicates to the public the easements and rights shown on this map for the use and enjoyment of the public.

**Corporate Acknowledgement**

I, the undersigned, am a duly authorized officer of the corporation named herein and certify that the foregoing is a true and correct copy of the resolution of the board of directors of the corporation.

**Notes**

1. The survey was conducted on January 20, 2012.

2. The bearings were taken from the meridian and the distances were measured by a steel tape.

3. The survey was conducted on the ground and the boundaries are shown by lines with bearings and distances.

**Narrative**

The survey was conducted on January 20, 2012. The bearings were taken from the meridian and the distances were measured by a steel tape. The survey was conducted on the ground and the boundaries are shown by lines with bearings and distances.

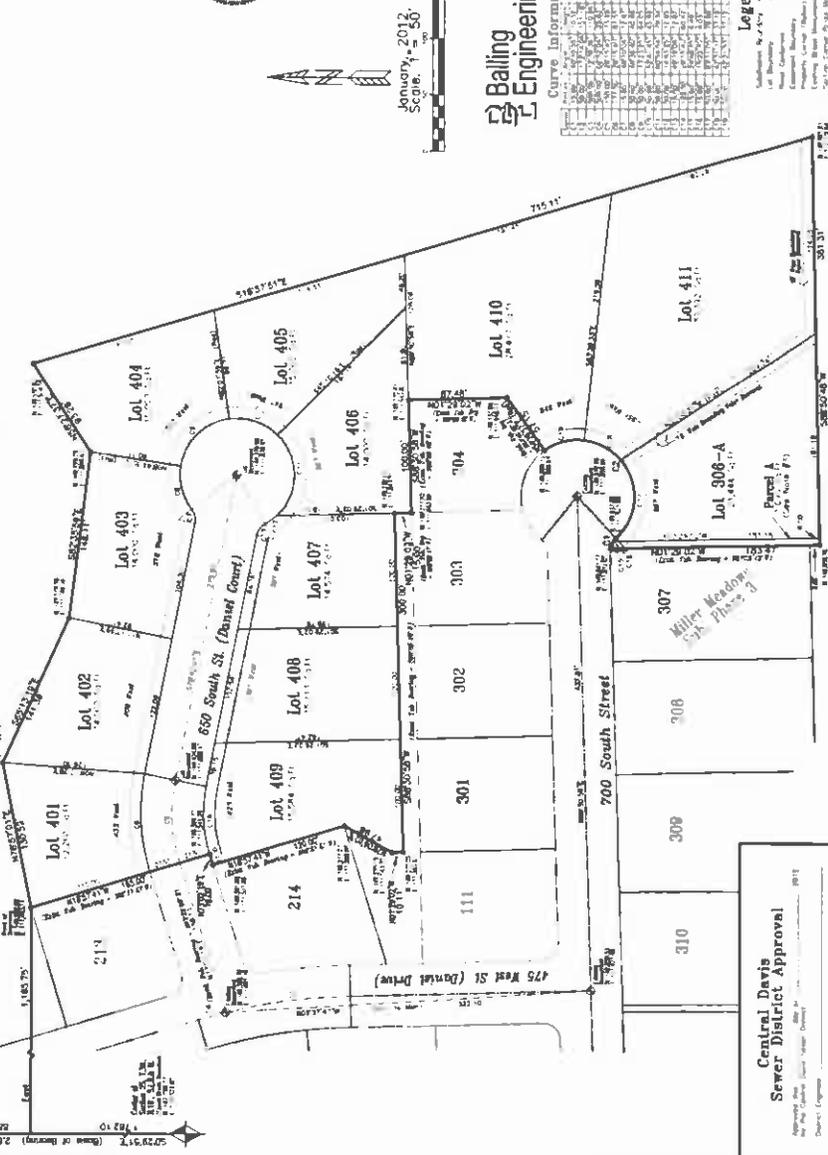
**Farmington City Council Approval**

Approved by the Farmington City Council on 11/25/12.

**Davis County Recorder**

Recorded on 11/25/12.

**Miller Meadows Subdivision Phase 4**  
 Including an Amendment to Lots 305 and 306 of Miller Meadows Subdivision Phase 3  
 Being a Part of the Quarter Section 25, T35N, R11E, S1E, & M, Utah



**Central Davis Sewer District Approval**

Approved by the Central Davis Sewer District on 11/25/12.

**Farmington City Attorney's Approval**

Approved by the Farmington City Attorney on 11/25/12.

**Farmington City Engineer's Approval**

Approved by the Farmington City Engineer on 11/25/12.

**Weber Basin Water Conservancy District Approval**

Approved by the Weber Basin Water Conservancy District on 11/25/12.

**Farmington City Planning Commission Approval**

Approved by the Farmington City Planning Commission on 11/25/12.





# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Ken Klinker, Planning Department  
Date: February 24, 2012  
SUBJECT: Request to approve ownership of a Conservation Easement by an LLC

### RECOMMENDATION

Approve the request to transfer ownership of the Spring Creek 3A and 3B Conservation to a limited liability company (LLC) to be formed and controlled by Mr. Squires.

### BACKGROUND

The Conservation Easement for the Spring Creek 3A and 3B Subdivisions has been sold to the Philip L. Squires Trust by the developer of the property. The trust would like to transfer ownership of the property to a Limited Liability Company (LLC) to be formed by Mr. Squires.

The Zoning Ordinance Section 11-12-150 does not allow the easement to be held by a trust or an LLC unless approved by the City Council. The City attorney pointed out this restriction in the ordinance, but indicated the owner could seek approval of this entity type from the City Council.

The land will be used for raising crops and livestock as allowed by the conservation easement.

Staff has not identified any reason why an LLC should not be allowed to own the Conservation Easement. Previously, the conservation easement for the Farmington Meadows subdivision was approved by the City Council under ownership of an LLC.

The request for the change in ownership, including the state statute for conservation easements and the conservation easement in question is attached.

Respectfully submitted,

Ken Klinker  
Planning Department

Review and Concur

Dave Millheim  
City Manager

**PHILLIP L. SQUIRES, Trustee  
of the Phillip L. Squires Trust  
350 South 100 East  
Farmington, Utah 84025**

February 15, 2012

**HAND DELIVERED**

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

Gentlemen:

On November 30, 2011, my trust purchased two parcels of unimproved agricultural property in Farmington from SLI COMMERCIAL REAL ESTATE CO. ("SLI"), namely:

All of Parcel C, Spring Creek Estates No. 3-A, and  
All of Parcel D, Spring Creek Estates No. 3-B (the "Property")

The Property is subject to a written **Conservation Easement (Farmland and Open Space)** dated July 19, 2011 between SLI (as grantor) and Farmington City (as grantee), which Easement was recorded on July 29, 2011, as Entry No. 2609365, in Book 5325, at Pages 381–414 in the Official Records of the Davis County Recorder. A copy of the Easement, as recorded, is attached hereto behind Tab 1. A simplified map that depicts the size and location of the Property is included as Exhibit "B" to the Easement.

**NOTICE OF TRANSFER**

First, a housekeeping item. Pursuant to Paragraph 20 of the Easement, we hereby give notice to the City that the name and address of the 'Grantor' has changed to the following:

Phillip L. Squires, trustee or his successors in trust  
of the Phillip L. Squires Trust  
350 South 100 East  
Farmington, Utah 84025

Farmington City  
Attn: City Manager  
February 15, 2012  
Page -2-

Please reflect this change in your records.

### EASEMENT FEATURES

A key feature of the Easement is contained in Paragraph 9 thereof:

***Grantor retains [all] ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement.***

There are other key features of the Easement, such as:

- the grantor [the owner] subjects the land to the conservation easement for the benefit of the grantee [the City]
- it imposes use restrictions on the described land
- it allows specified permitted uses as well as certain conditional uses
- it runs with the land in perpetuity—regardless of who owns the land
- it imposes no limits on who can own the land
- it imposes no restrictions on transfers of ownership
- it is binding upon, and inures to the benefit of, the grantor and their personal representatives, heirs, successors, and assigns [§29]
- it is to be construed to effect the policy and purpose of the Utah Land Conservation Easement Act—Utah Code §57-18-1 *et seq.* [§26]

### REQUEST

The purpose of this letter is to request that the City approve my trust's proposed conveyance of the Property to a limited liability company ("LLC") to be formed and controlled by my trust. After my death, it is contemplated that such LLC will be owned or controlled by one or more of my heirs or successors.

### WHY THIS REQUEST?

Why are we submitting this request? Because we need guidance to enable us to be in compliance with the Easement and with City ordinances.

Neither the Easement nor Utah law imposes any restrictions on who can own land subject to a conservation easement. The reason for that omission is obvious to most people who work in real estate since the law of Utah and most other states highly disfavors any restrictions on ownership or alienation of real property.

In contrast, the City has an ordinance that imposes restrictions on who can own conservation land. Those restrictions are found in the City’s “Conservation Subdivision Development Standards.” Section 11-12-150 of those Standards provides, in pertinent part:

+++++

**11-12-150 Ownership of Conservation Lands.**

- (a) *Undivided Ownership.* Unless otherwise approved by the City, the underlying fee ownership of the conservation land shall remain in **single ownership** and may be owned and maintained by **one** of the following **entities**: homeowners’ association, land trust, conservation organization, governmental entity, or **private individual**. [emphasis added]

+++++

This provision clearly allows the City to approve another type of ownership. Yet this provision raises several questions and could attract some justifiable criticisms.

SINGLE OWNERSHIP

First, the ordinance requires conservation land to “remain in single ownership.” Does that rule out ownership by my trust? Or by a husband-wife combination? How about a father-son ownership combination—is that prohibited?

If the land were conveyed to a trust that has multiple trustees, would that violate the ‘single ownership’ rule? What if the trust has multiple beneficiaries, would that violate the ‘single ownership’ rule? Is it the same for an estate with multiple beneficiaries?

ONE ENTITY

Second, the City’s ordinance allows ownership of conservation land by only one entity and lists only 5 entities that qualify. Nowhere in that list is there any mention of the common private entities available and used today in Utah private land ownership, land investment or land business. Those omitted common private entities would naturally include trusts and decedents’ estates under the Utah Uniform Probate Code and the Utah Trust Code [Title 75 of Utah Code] as well as the following:

<u>Type of entity</u>	<u>Utah Code Reference</u>
profit corporations	16-10a-101
non-profit corporations	16-6a-101
business trusts	16-15-101
real estate investment trusts	16-12-1
limited liability companies	48-2c-101
partnerships	48-1-1
limited liability partnerships	48-1-41
limited partnerships	48-2a-101

### PRIVATE INDIVIDUAL

Third, one 'entity' listed in the City's ordinance is a 'private individual' but no definition of that term is provided. What is meant by that term? If it means private entity, then one would think that an LLC would most certainly be included.

The word 'private' is normally contrasted with 'public'--which refers to public entities or public persons, typically referring to governmental entities or publicly-owned entities.

Perhaps the drafter of that ordinance meant the term 'private individual' to include any private person or private entity--whether that is a human or is an entity created by a human or pursuant to statute. If that is the intent of that term, then all of the above-listed entities--including an LLC--would be included without need of further discussion. We would submit that is --or should be--the intended meaning of the term 'private individual' in that ordinance and would ask you to concur in that conclusion.

### NEED FOR CLARIFICATION

Due to the possible conflict between Utah law and the recorded Easement on the one hand and the language of §11-12-150 of the City's ordinance on the other hand, and out of an abundance of caution, we felt it advisable to bring this issue before the City and request City approval of my trust's plan to convey the Property to an LLC.

Farmington City  
Attn: City Manager  
February 15, 2012  
Page -5-

### INTENDED USE OF CONSERVATION LAND

We intend to use the Property for agricultural purposes as allowed by the Easement. That would include grazing cattle and horses, raising, harvesting and storing hay, and related uses.

### INTENDED LLC

As trustee of my trust, I intend to form a new LLC under Utah law to receive and hold title to the Property. We expect that LLC would:

- be formed for a term of at least 50 years
- be manager-managed with me as the initial manager
- be owned by my trust, at least initially, and later by my heirs and family members
- be a single-purpose entity, i.e., to receive and hold title to the Property and any livestock or other agricultural operations on such land consistent with the language of the Easement and to own farm equipment, supplies and cash related to such operations.
- keep its books and records at our residence (see above address)

### CONCLUSION

We respectfully request that the City give its approval to my trust conveying the Property to an LLC as described above. We feel that approval would be a common-sense approach to this situation.

Respectfully submitted,

 Phillip L. Squires Trustee

Phillip Squires, Trustee

## ATTACHMENTS TO THIS LETTER

<u>Description</u>	<u>Tab</u>
Conservation Easement (Farmland and Open Space) dated July 19, 2011	A
Utah Land Conservation Easement Act	B

# **Tab A**

## **Conservation Easement (Farmland and Open Space)**

## CHAPTER 18

### LAND CONSERVATION EASEMENT ACT

Section	
57-18-1.	Short title.
57-18-2.	Definition and characteristics of conservation easement.
57-18-3.	Acquisition of conservation easement.
57-18-4.	Requirements for creation.
57-18-5.	Termination.
57-18-6.	Enforcement.
57-18-7.	Conservation easement not obtained through eminent domain — Conservation easement may not interfere with eminent domain.

#### 57-18-1. Short title.

This chapter is known as the "Land Conservation Easement Act."

1985

#### 57-18-2. Definition and characteristics of conservation easement.

(1) As used in this chapter, "conservation easement" means an easement, covenant, restriction, or condition in a deed, will, or other instrument signed by or on behalf of the record owner of the underlying real property for the purpose of preserving and maintaining land or water areas predominantly in a natural, scenic, or open condition, or for recreational, agricultural, cultural, wildlife habitat or other use or condition consistent with the protection of open land.

(2) A conservation easement is an interest in land and runs with the land benefited or burdened by the easement.

(3) A conservation easement is valid whether it is appurtenant or in gross.

(4) A conservation easement is enforceable by the holder to the easement and its successors and assigns. A conservation easement is enforceable against the grantor and its successors and assigns.

1985

#### 57-18-3. Acquisition of conservation easement.

A charitable organization which qualifies as being tax exempt under Section 501(c)(3) of the Internal Revenue Code or a governmental entity may acquire a conservation easement by purchase, gift, devise, grant, lease, or bequest.

1985

#### 57-18-4. Requirements for creation.

(1) Any property owner may grant a conservation easement to any other qualified person as defined in Section 57-18-3 in

the same manner and with the same effect as any other conveyance of an interest in real property.

(2) A conservation easement shall be in writing and shall be recorded in the office of the recorder of the county in which the easement is granted.

(3) The instrument that creates a conservation easement shall identify and describe the land subject to the conservation easement by legal description, specify the purpose for which the easement is created, and include a termination date or a statement that the easement continue in perpetuity.

(4) Any qualified person, as defined in Section 57-18-3, that receives a conservation easement shall disclose to the easement's grantor, at least three days prior to the granting of the easement, the types of conservation easements available, the legal effect of each easement, and that the grantor should contact an attorney concerning any possible legal and tax implications of granting a conservation easement.

1985

#### 57-18-5. Termination.

A conservation easement may be terminated, in whole or in part, by release, abandonment, merger, nonrenewal, conditions set forth in the instrument creating the conservation easement, or in any other lawful manner in which easements may be terminated.

1985

#### 57-18-6. Enforcement.

(1) A conservation easement may be enforced or protected by injunctive relief granted by a court in a proceeding initiated by the grantor or holder of the easement.

(2) In addition to injunctive relief, the holder of a conservation easement is entitled to recover money damages.

(3) The holder of a conservation easement may enter the real property burdened or benefited by the easement at reasonable times and in a reasonable manner to ensure compliance.

1985

#### 57-18-7. Conservation easement not obtained through eminent domain — Conservation easement may not interfere with eminent domain.

(1) No conservation easement, or right-of-way or access to a conservation easement may be obtained through the use of eminent domain.

(2) The existence of a conservation easement may not defeat or interfere with the otherwise proper exercise of eminent domain under Title 78B, Chapter 6, Part 5, Eminent Domain.

2008

# **Tab B**

## **Utah Land Conservation Easement Act**

This document has been recorded electronically. Please see the attached copy to view the County Recorder's stamp as it now appears in the public record. Document submitted by Bonneville Superior Title Co

WHEN RECORDED, MAIL TO:

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

**BST #158107**

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

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

THIS CONSERVATION EASEMENT is made this 19 day of July, 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,

WHEN RECORDED, MAIL TO:

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

**BST #158107**

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

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

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**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

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, barbeques, 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]*



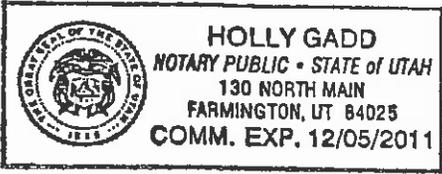
GRANTEE'S ACKNOWLEDGMENT

STATE OF UTAH            )  
                                  :SS  
COUNTY OF DAVIS        )

On the 19 day of JULY, 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: 12/05/2011

Holly Gadd  
Notary Public  
Residing at: Davis County



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

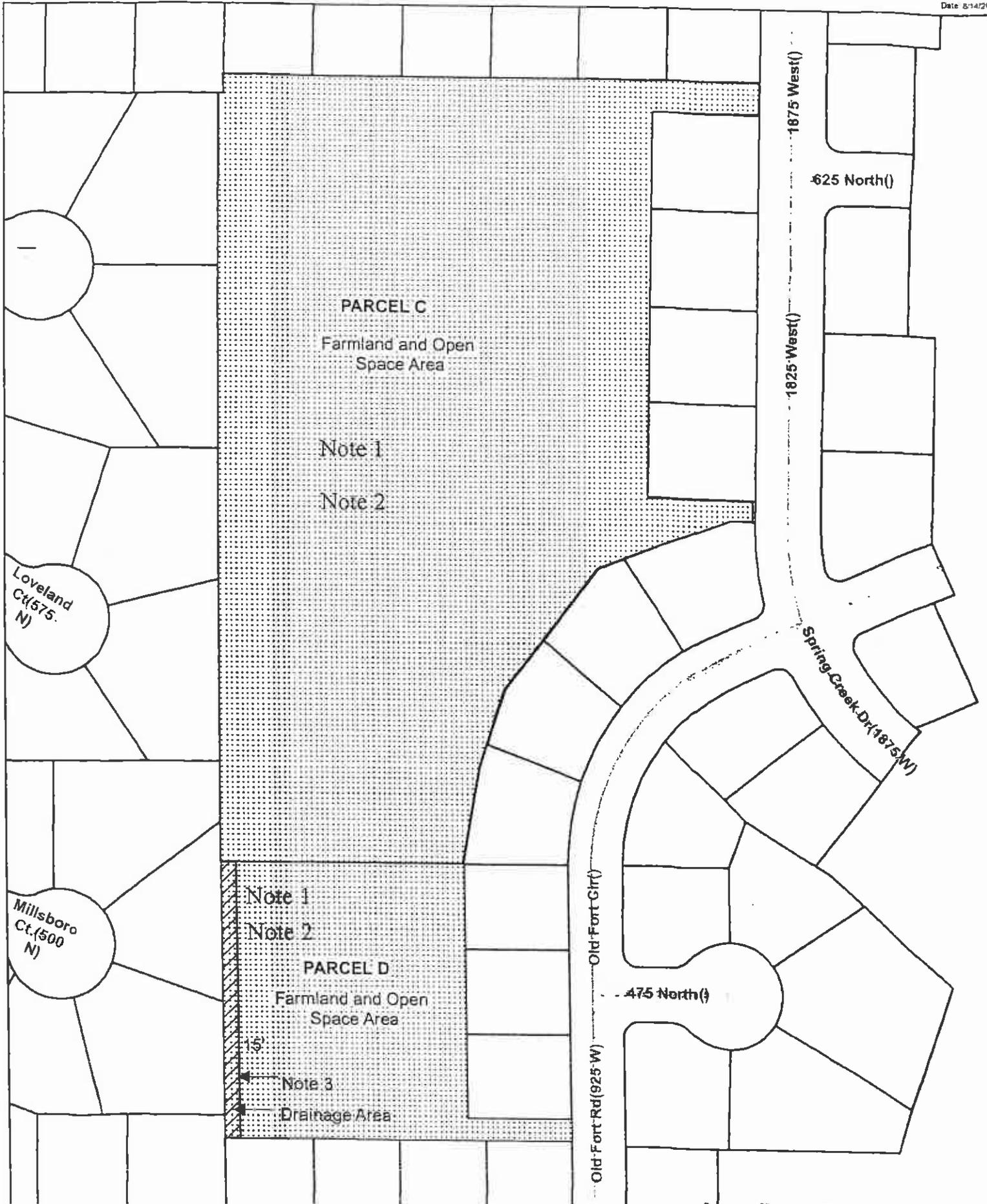
EXHIBIT "A"  
LEGAL DESCRIPTION OF EASEMENT AREA

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**



PARCEL C

Farmland and Open Space Area

Note 1

Note 2

Note 1

Note 2

PARCEL D

Farmland and Open Space Area

Note 3

Drainage Area

Loveland Ct. (575 N)

Millsboro Ct. (500 N)

1875 West()

625 North()

1825 West()

Spring Creek Dr. (1875 W)

Old Fort Cir()

475 North()

Old Fort Rd (925 W)

**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



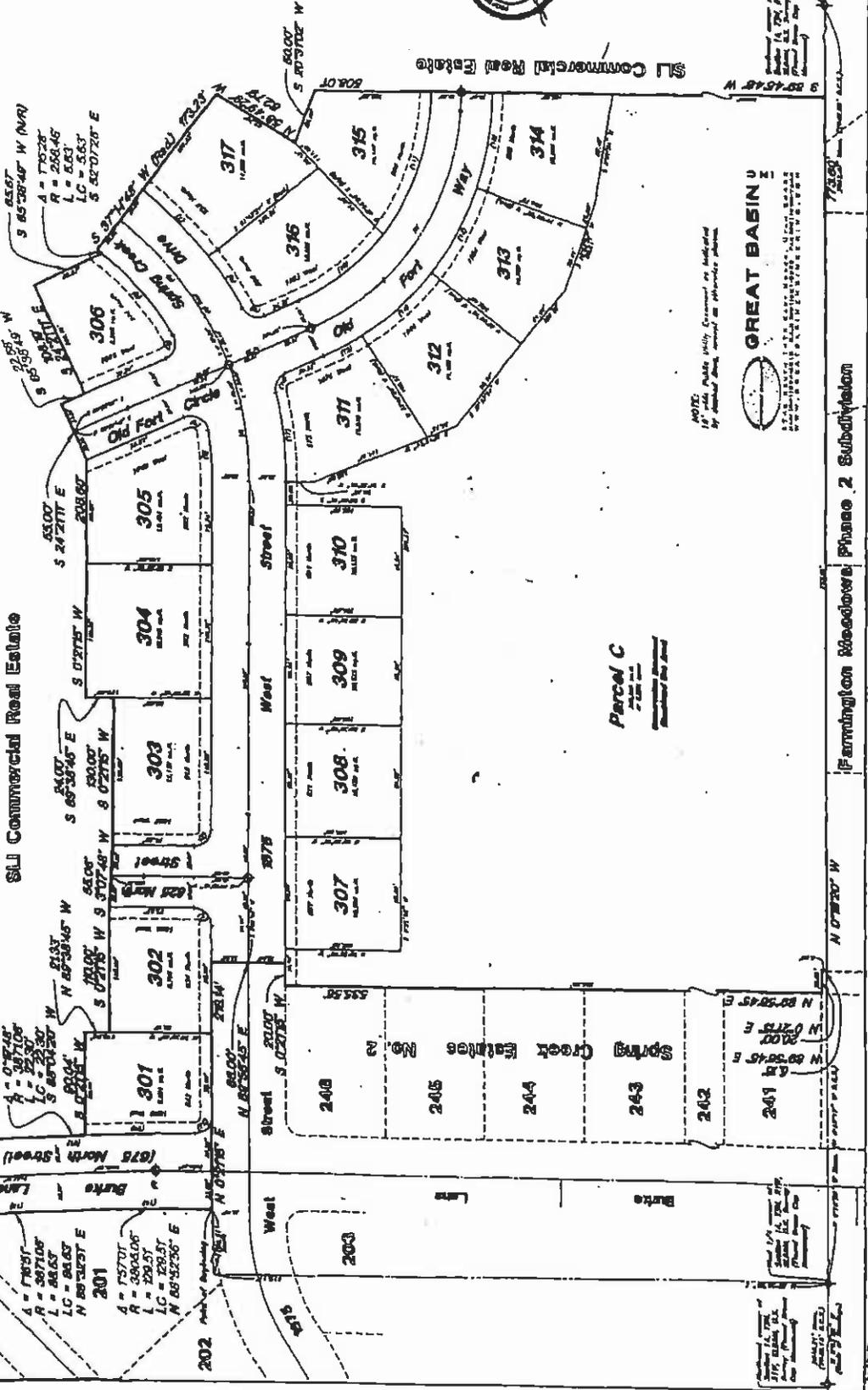
# Spring Creek Estates No. 3-A

A part of the Southwest 1/4 of Section 14, T34, R1W, SLBMM  
U.S. Survey, Farmington City, Davis County, Utah



- 1. Original
- 2. Copy
- 3. Corrected
- 4. Amended
- 5. Revised
- 6. Rescinded
- 7. Withdrawn
- 8. Cancelled
- 9. Expired
- 10. Other

DAVIS COUNTY RECORDER  
 DEPT. OF RECORDS  
 100 N. 1000 W.  
 FARMINGTON, UTAH 84201  
 PHONE: (435) 799-1234  
 FAX: (435) 799-1235  
 E-MAIL: RECORDER@DAVISCOUNTY.UTAH.GOV



NOTE: This plat, fully corrected as indicated by the recorded amendments, is hereby approved.

**GREAT BASIN**

IF Farmington Meadows Phase 2 Subdivision

DAVIS COUNTY RECORDER

3-252 Y



# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: March 1, 2012

SUBJECT: **ORDINANCE AMENDING, RENUMBERING AND  
RECODIFYING TITLE 2 OF THE MUNICIPAL CODE**

### RECOMMENDATION

Approve the attached Ordinance amending, renumbering and recodifying Title 2 of the Farmington City Municipal Code.

### BACKGROUND

Staff is in the process of updating the City's code books. There have been a number of State statutory changes to general municipal provisions which the City's code books do not reflect. In light of these changes, we will be working with Lisa Romney to review each title and make the necessary revisions along with minor updates, such as renumbering so all of the titles are consistent.

We will prepare the recommended updates and submit them to you in small groups for your approval. Once the updates have been made and approved by the City Council, over the course of the next several months we will be posting them on the City's website.

Respectfully Submitted

Holly Gadd  
City Recorder

Review & Concur

Dave Millheim  
City Manager

ORDINANCE NO. 2012 \_\_\_\_\_

**AN ORDINANCE AMENDING, RENUMBERING AND RECODIFYING  
TITLE 2 OF THE FARMINGTON MUNICIPAL CODE REGARDING  
GOVERNMENT, INCLUDING PROVISIONS RELATED TO THE CITY  
COUNCIL, MAYOR, ELECTIONS, LEGISLATION, AND  
CONSTITUTIONAL TAKING ISSUES**

WHEREAS, there have been a number of State statutory changes relating to the powers and duties of the City Council and Mayor, public meetings, agendas, minutes and recordings of public meetings, voting by the City Council and Mayor, rules of order and procedure, elections, and campaign finance disclosure requirements; and

WHEREAS, in light of such State statutory changes and other recommended updates, Staff has evaluated, reviewed and prepared suggested revisions, renumbering and updates to Title 2 of the Farmington Municipal Code regarding Government and recommends adoption of the revisions as more particularly set forth herein; and

WHEREAS, the City Council has reviewed the recommended changes to Title 2 of the Farmington Municipal Code and desires to adopt the recommended revisions, renumbering and updates as more particularly set forth herein to comply with the requirements of State law; and

WHEREAS, the City Council finds that the proposed revisions, renumbering and updates to Title 2 are in the best interest of the public to ensure that the City's ordinances are up to date and in compliance with applicable provisions of State law.

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

**Section 1. Amendment and Recodification.** Title 2 of the Farmington City Municipal Code regarding Government is hereby amended, renumbered and recodified to read in its entirety as set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

**Section 2. Repealer.** The amendment, renumbering and recodification of Title 2 of the Farmington Municipal Code shall be a repeal of all ordinances in conflict with the adopted and codified Ordinances, provided however, all ordinances in force prior to the adoption and codification shall continue in force after the adoption and codification for the purpose of all rights acquired, fines, penalties, forfeitures and liabilities incurred and actions therefor.

**Section 3. Severability Clause.** 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 provisions, clauses and words of this Ordinance shall be severable. This Section shall become effective without codification.

**Section 4. Effective Date.** This Ordinance shall become effective upon publication or posting, or twenty (20) days after adoption, whichever occurs first.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON, STATE OF UTAH, ON THIS \_\_\_\_ DAY OF MARCH, 2012.**

**FARMINGTON CITY**

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

**ATTEST:**

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

Voting by the City Council:

	“AYE”	“NAY”
Councilmember Bilton	_____	_____
Councilmember Michaelson	_____	_____
Councilmember Ritz	_____	_____
Councilmember Talbot	_____	_____
Councilmember Young	_____	_____

**EXHIBIT "A"**

**TITLE 2      GOVERNMENT**

TITLE 2  
GOVERNMENT

CHAPTER 2-01.	CITY COUNCIL
CHAPTER 2-02.	MAYOR
CHAPTER 2-03.	ELECTION AND QUALIFICATION
CHAPTER 2-04.	LEGISLATION
CHAPTER 2-05.	CONSTITUTIONAL TAKING ISSUES

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CHAPTER 2-01. CITY COUNCIL

2-01-010.	Governing Body.
2-01-020.	Powers and Duties.
2-01-030.	Meetings.
2-01-040.	Open Meetings Law.
2-01-050.	Notice of Meetings.
2-01-060.	Agenda.
2-01-070.	Minutes <u>and Recording</u> .
2-01-080.	Mayor Presides.
2-01-090.	Quorum.
2-01-100.	Voting.
2-01-110.	Reconsideration.
2-01-120.	Summary Action.
2-01-130.	Rules of <u>Order and</u> Procedure.
2-01-140.	Attendance.
2-01-150.	Disorderly Conduct.
2-01-160.	Required Attendance of Witnesses and Production of Evidence.
2-01-170.	Council Committees.
2-01-180.	<u>Utah Retirement System</u> .

2-01-010. Governing Body.

The governing body of Farmington City shall be a six-member council form of government consisting of six (6) members, one of whom shall be the Mayor and five (5) of whom shall be Council Members, which council is hereinafter referred to as the "City Council."

2-01-020. Powers and Duties.

The City Council is the legislative body of the City and shall exercise the legislative powers and perform the legislative duties and functions of the City and may perform such other functions as may be specifically provided or necessarily implied by law. The City Council may also exercise any executive or administrative power and perform or supervise the performance of any executive or administrative duty or function that has not been given to the Mayor in accordance with and subject to the provisions set forth in Utah Code Ann. § 10-3b-303, as amended.

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2-01-030. Meetings.

(a) Regular Meetings. The City Council shall hold regular meetings to conduct the business of the City at least once each month and shall prescribe by ordinance the time and place for holding its regular meetings. In general, regular meetings of the City Council shall be held on the first and third Tuesdays of each month at the offices of Farmington City, 160 South Main Street, Farmington, Utah. The City Council shall prepare and provide notice of its annual meeting schedule in accordance with Section 2-01-050.

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(b) Special Meetings. If at any time the business of the City requires a special meeting of the City Council, such a special meeting may be ordered by the Mayor or any two Council Members. Notice of the special meeting shall be provided in accordance with the provisions of [the Utah Open and Public Meetings Act and Utah Code Ann. § 10-3-502](#), as amended. The order of the special meeting shall be entered into the minutes of the City Council.

(c) Closed Meetings. The affirmative vote of at least two-thirds of the City Council present at an open meeting for which notice is given and a quorum is present may call a closed meeting to discuss certain items as provided under *Utah Code Ann. § 52-4-205*, as amended. The reason or reasons for holding a closed meeting and the vote, by name, of each member of the City Council, either for or against the motion to hold the closed meeting, shall be entered on the minutes of the meeting. No ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting.

(d) Electronic Meetings. The City Council may convene and conduct an electronic meeting in accordance with the provisions of Utah Code Ann. § 52-4-207, as amended. The City Council shall establish and adopt written rules and procedures governing such electronic meetings.

**2-01-040. Open Meetings Law.**

All meetings of the City Council shall be open to the public, except closed meetings, and shall be conducted in accordance with the Open and Public Meetings Act as set forth in *Utah Code Ann. §§ 52-4-101, et seq.*, as amended.

**2-01-050. Notice of Meetings.**

The City shall give public notice at least once each year of its annual meeting schedule and shall give not less than twenty-four (24) hours' public notice of the agenda, date, time and place of each of its meetings, other than emergency meetings, in accordance with *Utah Code Ann. § 52-4-202*, as amended, and Utah Code Ann. § 63F-1-701, as amended, regarding postings on the Utah Public Notice Website.

**2-01-060. Agenda.**

A written agenda for each regular meeting shall be prepared by the City Manager or his or her designee and approved by the Mayor or Mayor pro tempore in the Mayor's absence. Any member of the City Council may request that one or more items be placed on the agenda; provided, the request is received by the agenda cutoff dates established by the City at the start of each year to insure adequate preparation time for researching items and preparing staff reports. Each agenda shall provide reasonable specificity to notify the public as to the topics to be considered at the public meeting and topics discussed at the meeting shall comply with applicable provisions of Utah Code Ann. § 52-4-202, as amended.

**2-01-070. Minutes and Recordings.**

Except as otherwise provided by law, written minutes and a recording shall be kept of all meetings of the City Council in accordance with the provisions set forth in Utah Code Ann. §§ 52-4-203 and -206, as amended, and shall be presented to the City Council for review, correction and approval. The City Council shall establish and implement procedures for approval of written minutes of its meetings.

Deleted: Written minutes

**2-01-080. Mayor Presides.**

The Mayor shall be the chairperson and preside at the meetings of the City Council. In the absence of the Mayor or because of his or her inability or refusal to act, the City Council may elect a member of the City Council to preside over the meeting as Mayor pro tempore in accordance with the procedures set forth in Chapter 2, of this Title.

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2-01-090. Quorum.

No action of the City Council shall be official or of any effect except when a quorum of the Council Members are present, provided, ~~that fewer than a quorum may adjourn a meeting~~ The number of Council Members necessary to constitute a quorum is three (3), excluding the Mayor.

**Deleted:** Three (3) or more members of the City Council shall constitute a quorum

2-01-100. Voting.

(a) How Taken. A roll call vote shall be taken and recorded for all ordinances, resolutions, and any action which would create a liability against the City and in any other case at the request of any member of the City Council by a "yes" or a "no" vote. Every resolution or ordinance shall be in writing before the vote is taken.

(b) Number Required. The minimum number of "yes" votes required to pass any ordinance, resolution, or to take any action by the City Council, unless otherwise prescribed by law, shall be a majority of the voting members of the City Council without considering any vacancy in the City Council. Any ordinance, resolution, or motion of the City Council having fewer favorable votes than required herein shall be deemed defeated and invalid. Notwithstanding the foregoing, a council meeting may be adjourned by a majority vote of the Council even though the majority is less than required herein, and a majority of the Council Members, regardless of number, may fill any vacancy in the Council as provided in Utah Code Ann. § 20A-1-510, as amended.

**Deleted:** quorum, but shall never be less than three (3)

**Deleted:** , provided, fewer votes may compel attendance of absentees, may adjourn a meeting from time to time, and may fill a vacancy in the City Council

(c) Mayor Voting. Except as provided herein, the Mayor is a nonvoting member of the City Council. The Mayor may vote as a voting member of the Council on each matter for which there is a tie vote of the other Council Members, when the City Council is voting on whether to appoint or dismiss the City Manager, or as otherwise provided by law, as more particularly discussed in Chapter 2 of this Title.

**Deleted:** The Mayor shall not vote except in cases of a tie vote of the City Council and as otherwise provided by law as more particularly discussed in Chapter 2-03 of this Title

2-01-110. Reconsideration.

Any action taken by the City Council shall not be reconsidered or rescinded at any special meeting unless the number of members of the City Council present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

2-01-120. Summary Action.

When two (2) or more agenda items for a City Council meeting are determined by the City Manager to be of a routine nature, such items may be placed upon a Summary Action Calendar on the agenda. The Summary Action Calendar may be voted upon by the Council as one matter and shall have the same effect as if a separate vote on each Summary Action Calendar item was taken. Prior to a final vote on the Summary Action Calendar, any member of the City Council may request to take any or all items on the Summary Action Calendar off the Summary Action Calendar for discussion, debate or question. Any question, debate or discussion regarding an item on the Summary Action Calendar, except in the nature of clarification or brief explanation of the content of an item, shall require a request to remove the item from the Summary Action Calendar. No items requiring a public hearing shall be placed on the Summary Action Calendar.

2-01-130. Rules of Order and Procedure.

Pursuant to Utah Code Ann. § 10-3-606, as amended, the City Council hereby adopts the following rules of order and procedure governing public meetings of the City Council ("Rules of Order and Procedure"). All public meetings of the City Council shall be conducted in accordance with the Rules of Order and Procedure. The Rules of Order and Procedure shall be made available to the public at each public meeting of the City Council and on the City's website.

(a) Parliamentary Order and Procedure. The City Council's meetings shall be conducted in general accordance with Robert's Rules of Order. The City Council may adopt by resolution additional rules of order and procedure for the proper conduct of its meetings.

(b) Ethical Behavior. Members of the City Council are elected officers within the meaning of the Utah Municipal Officers' and Employees' Ethics Act, as set forth in Utah Code Ann. §§ 10-3-1301, et seq., as amended. City Council members shall comply with the provisions of the Ethics Act in all matters pertaining to the City and in public meetings of the City Council.

(c) Civil Discourse. Remarks and comments made in public meetings of the City Council should be relevant to the matters before the City Council. Speakers should speak in an audible and clear tone and refrain from attacking City Council members or others or their motives. City Council meetings should be conducted in a courteous manner to promote an atmosphere in which all points of view may be expressed and heard. Council members should not interrupt other members during discussion and debate. Remarks should be addressed through the Mayor who shall allow reasonable opportunity for all points of view to be expressed.

**Deleted:** Except as otherwise provided by law, the City Council may establish its own rules of procedure for the proper conduct of its meetings. In general, the City Council follows Robert's Rules of Order for the conduct of its business.

**2-01-140. Attendance.**

The City Council shall have the power to compel the attendance of its own members at its meetings and to provide penalties it considers necessary for the failure to comply with an exercise of authority to compel attendance.

**2-01-150. Disorderly Conduct.**

The City Council on a two-thirds vote of its members may expel any person who is disorderly and/or disruptive during the meeting of the City Council. The City Council may also on a two-thirds vote of its members expel or fine any Council Member for disorderly and/or disruptive conduct. This Section or any action taken by the governing body pursuant hereto shall not preclude prosecution under any other provision of law.

**2-01-160. Required Attendance of Witnesses and Production of Evidence.**

The City Council may require the attendance of any person to give testimony or produce records, documents or things for inspection, copying or examination necessary or useful for the governance of the City. The City Council may issue subpoenas in its own name in the manner provided in the Utah Rules of Civil Procedure or may by ordinance establish its own procedure for issuing subpoenas under this Section.

**2-01-170. Council Committees.**

(a) **Generally.** The City Council may from time to time delegate portions of its authority by resolution to committees composed of at least two members of the City Council.

(b) **Authority.** Committees of the City Council shall be limited in authority to the specific assignment of the City Council and shall exercise their authority subject to a standard specified by the Council in making the delegation.

(c) **As a Whole.** The authority delegated to any committee of the Council must be exercised by vote of the committee as a whole and no individual committee member may exercise the delegated authority independently.

(d) Administrative Directives Limited. A committee of the Council may not issue instructions or recommendations to the City Manager or other City employees other than for routine support services without express delegation of authority to do so by the City Council.

(e) Reporting. The committee may return any recommendation or suggestions to the City Council which may at any time extend, restrict, or otherwise alter the delegation of authority to the committee.

(f) Designation of Chair. The assignment of a Committee Chair shall be made by the City Council when delegating any portion of its authority to a committee of the Council.

**2-01-180. Utah Retirement System.**

For purposes of determining eligibility under the Utah Retirement System and provisions of the Utah State Retirement and Insurance Benefit Act, as set forth in Title 49 of the Utah Code, the City hereby certifies that all elected official positions of the City are part-time. Unless otherwise provided by law, any elected official taking office for the first time on or after July 1, 2011, shall not be eligible for participation in the Utah Retirement System.

CHAPTER 2-02 MAYOR

- 2-02-010. General Powers.
- 2-02-020. Administrative Powers.
- 2-02-030. Presiding Officer.
- 2-02-040. Voting Authority.
- 2-02-050. Veto Authority.
- 2-02-060. Mayor Pro Tem.
- 2-02-070. Restrictions.

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2-03-020.

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¶ The ceremonial functions and administrative powers, authority, and duties of Farmington City are vested in the Mayor, except as delegated to the City Manager ¶

2-03-020.

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2-02-010. General Powers.

The Mayor shall have such duties as set forth in *Utah Code Ann. § 10-3b-104*, as amended, and such additional duties, powers and responsibilities as the City Council may, by ordinance, resolution or directive, prescribe to the extent permitted by law. Any changes in the powers and duties of the Mayor shall comply with applicable provisions of *Utah Code Ann. § 10-3b-303*, as amended.

2-02-020. Administrative Powers.

The ceremonial functions and administrative powers, authority, and duties of Farmington City are vested in and/or delegated to the Mayor, except as otherwise delegated to the City Manager. The Mayor is the chief executive officer of the City to whom the City Manager reports. All other employees shall report to the City Manager.

2-02-030. Presiding Officer.

The Mayor shall be the chair of the Council and preside at the meetings of the City Council.

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2-02-040. Voting Authority.

Except as otherwise provided herein, the Mayor is a nonvoting member of the Council. The Mayor shall vote as a voting member of the Council: (1) on each matter for which there is a tie vote of the other Council members present at the meeting; (2) when the Council is voting on whether to appoint or dismiss the City Manager; (3) when the Council is voting on an ordinance that enlarges or restricts the Mayor's power, duties or function; and (4) as otherwise provided by law.

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2-02-050. Veto Authority.

The Mayor shall have no power to veto any ordinance, tax levy, appropriation, or act of the City Council.

Deleted: The Mayor shall not vote at meetings of the City Council, except in case of a tie vote of the City Council or as otherwise provided by law.

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2-02-060. Mayor Pro Tem.

In the absence of the Mayor or because of his or her inability or refusal to act, the City Council may elect a member of the City Council to preside over the meeting as Mayor pro tempore. The election of a Mayor pro tempore shall be entered in the minutes of the City Council meeting at which he or she is elected. The Mayor pro tempore shall preside at the Council meeting and perform, during the Mayor's absence, disability, or refusal to act, the duties and functions of the Mayor. Any member of the City Council elected as Mayor pro tempore shall still retain his or her power and authority as a member of the Council and shall be entitled to vote as a member of the City Council on all matters.

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2-02-070. Restrictions.

The Mayor may not serve as the City Recorder or the City Treasurer.

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CHAPTER 2-03 ELECTION AND QUALIFICATION

- 2-03-010. Elections.
- 2-03-020. Declaration of Candidacy.
- 2-03-030. Nomination Petition.
- 2-03-040. Residency and Registered Voter Requirements.
- 2-03-050. Term of Office.
- 2-03-060. Vacancies.
- 2-03-070. Oath of Office.
- 2-03-080. Bond.
- 2-03-090. Salaries.
- 2-03-100. Transfer of Records.
- 2-03-110. Campaign Finance Statement.
- 2-03-120. Ethics Act.
- 2-03-130. Political Activities.

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2-03-010. Elections.

Consistent with the provisions of Utah Code Ann. § 20A-1-202, as amended, the offices of Mayor and Council Member shall be filled by election of the registered voters of Farmington City in an at-large municipal election held on the Tuesday after the first Monday in November in odd-numbered years. Municipal elections for the offices of Mayor or Council Member shall be conducted in the manner provided in the Utah Election Code, set forth in Title 20A of the Utah Code Annotated, and applicable provisions of Utah Code Ann. §§ 10-3-201, et seq., as amended.

Deleted: , as provided in Chapter 3, Title 10 of the Utah Code Annotated

2-03-020. Declaration of Candidacy.

Any eligible and qualified person desiring to run for the elected municipal offices of Mayor or Council Member shall file a declaration of candidacy with the City Recorder in accordance with the filing requirements set forth in Title 20A, Chapter 9 of the Utah Code Annotated.

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2-03-030. Nomination Petition.

Any resident of the City may nominate a candidate for elected municipal office by filing a nomination petition with the City Recorder in accordance with the filing requirements set forth in Title 20A, Chapter 9 of the Utah Code Annotated.

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2-03-040. Residency and Registered Voter Requirements.

Persons eligible to file a declaration of candidacy or to be nominated for the elected office of Mayor or Council Member shall be a registered voter of Farmington City, shall have resided in Farmington City for the 12 consecutive months immediately before the date of the election, and shall meet the residency and filing requirements of Utah Code Ann. § 20A-9-203, as amended. Pursuant to Utah Code Ann. § 10-3-301, as amended, each person elected to the office of Mayor or Council Member shall maintain residency within the boundaries of the City during his or her term of office. If a person elected to the office of Mayor or Council Member establishes his or her principal place of residence outside the municipality during his or her term of office, the office is automatically vacant. If a person elected to the office of Mayor or Council Member is absent from the City anytime during his or her term of office for a continuous period of more than sixty (60) days without the consent of the City Council, that person's elected office is automatically vacant.

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2-03-050. Term of Office.

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Persons elected to the office of Mayor or Council Member shall begin their term of office at 12 o'clock noon on the first Monday in January following their election, and shall continue in office for four (4) years thereafter and until their respective successors are chosen and qualified, except in case of death, resignation, removal, or disqualification from office.

2-03-060. Vacancies.

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Vacancies in the offices of Mayor or Council Member shall be filled in accordance with the provisions of *Utah Code Ann.* § 20A-1-510, as amended.

2-03-070. Oath of Office.

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(a) Required. All elected officials shall take, subscribe and file the Constitutional oath of office before entering upon the duties of their respective offices. Elected officials shall take their oath of office at 12:00 noon on the first Monday in January following their election or as soon thereafter as is practical.

(b) Administered. The oath of office shall be administered by the City Recorder, any judge, or any notary public.

(c) Filed. All oaths of office shall be filed with the City Recorder.

(d) Failure to Comply. No official act of any officer shall be invalid for the reason that he or she failed to take the oath of office.

2-03-080. Bond.

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(a) Required. Elected officers of the City before taking office shall execute a bond with good and sufficient sureties, payable to the City or shall be included within public employee blanket bonds in the amount of not less than \$10,000, conditioned for the faithful performance of the duties of the respective officers and the payment of all monies received by such officer according to the law and the ordinances of Farmington City.

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(b) Approval. The bonds of Council Members shall be approved by the Mayor, and the bond of the Mayor shall be approved by the City Council, at the first meeting of the City Council in January following a municipal election. All bonds of elected officers shall be filed with the City Recorder.

(c) Premium Charge. The premium charge by a corporate surety for any official bond shall be paid by Farmington City.

(d) Additional Bonds. The City Council may at any time require further and additional bonds of any elected officers of the City.

2-03-090. Salaries.

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Elected officers shall receive such compensation for their services as the City Council may fix or amend by ordinance in accordance with the notice and hearing requirements set forth in *Utah Code Ann.* § 10-3-818, as amended. The compensation of elected officers shall be paid at least monthly. City staff, as part of the regular budget process, may review the appropriateness of the compensation received by the Mayor and City Council members and recommend adjustments thereto as deemed appropriate, taking into consideration the impact of inflation, consumer price index, and the compensation of elected officials in nearby cities of similar size.

2-03-100. Transfer of Records.

Every officer of the City upon expiration of his or her term for any cause whatsoever shall deliver to the City Recorder all books and records which may be the property of the City.

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2-03-110. Campaign Finance Statement.

Deleted: his or her successor

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(a) Statement Required. Each candidate for municipal office shall file with the City Recorder a Campaign Finance Statement disclosing his or her itemized and total campaign contributions and expenditures in accordance with the procedures and requirements set forth herein and in Utah Code Ann. § 10-3-208, as amended.

Deleted: in substantially the same form as provided by the City,

(b) Time for Filing. Each candidate for municipal office who is eliminated at a municipal primary election shall file with the City Recorder a Campaign Finance Statement no later than thirty (30) days after the date of the municipal primary election. Each candidate for municipal office who is not eliminated at a municipal primary election shall file with the City Recorder a Campaign Finance Statement no later than seven (7) days before the date of the municipal general election and another Campaign Finance Statement no later than thirty (30) days after the date of the municipal general election. A Campaign Finance Statement required under this Section is considered filed if it is received in the City Recorder's Office by 5:00 p.m. on the date that it is due.

(c) Definitions. For purposes of this Section, the following words shall have the meanings set forth.

(1) Contribution. "Contribution" means all monies, in-kind contributions, and contributions of tangible things given to the candidate or to the organization(s) representing the candidate, for the purpose of enhancing the candidate's campaign.

(2) Expenditure. "Expenditure" means the monetary, in-kind payment, or payment of tangible things to any person or entity, by the candidate's campaign.

(3) Reporting Date. "Reporting date" means ten (10) days before a municipal general election (for a Campaign Finance Statement required to be filed no later than seven (7) days before a municipal general election) and the day of filing (for a Campaign Finance Statement required to be filed no later than thirty (30) days after a municipal primary or general election).

(4) Reporting Limit. "Reporting limit" means any contribution or expenditure in an amount equal to \$50 or more.

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(d) Campaign Finance Statement. Except as provided in Subsection (e), each Campaign Finance Statement shall:

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Deleted: expenditures as of the reporting date;

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(1) Report all of the candidate's itemized and total campaign contributions, including in-kind and other nonmonetary contributions, received before the close of the reporting date, and for each contribution that exceeds the reporting limit, identify the name and address of the donor, the date the contribution was received, and the amount of the contribution or the estimated value and type of the in-kind contribution;

Deleted: Identify for each contribution that exceeds the reporting limit, the amount of the contribution and the name of the donor;¶

(2) Report all of the candidate's itemized and total campaign expenditures made through the close of the reporting date, and for each expenditure that exceeds the reporting limit, identify the name of the recipient of the expenditure, and the date, purpose, and amount of the expenditure; and

¶ (4) Identify the aggregate total of all contributions that individually do not exceed the reporting limit; and¶

(3) Report the aggregate summary of the total campaign contributions and expenditures received or made to date, i.e. totals from previous reports and the current report,

¶ (5) Identify for each campaign expenditure, the amount of the expenditure and the name of the recipient of the expenditure.

(e) **Alternative Statement.** If the candidate receives \$500 or less in campaign contributions and spends \$500 or less on the candidate's campaign, the candidate shall be required to merely report the total amount of all campaign contributions and expenditures.

(f) **Notice to Candidates.** The City Recorder shall, at the time a candidate for municipal office files a declaration of candidacy with the City, and again fourteen (14) days before each municipal general election, notify the candidate in writing of:

(1) The provisions of State statutes and City ordinances governing the disclosure of campaign contributions and expenditures;

Deleted: or

(2) The dates when the candidate's Campaign Finance Statement is required to be filed; and

(3) The penalties that apply for failure to file a timely Campaign Finance Statement, including the statutory provisions that require removal of the candidate's name from the ballot for failure to file the required Campaign Finance Statement when required.

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(g) **Failure to File.** Except as provided in Subsection (h), if a candidate fails to file a Campaign Finance Statement in accordance with the provisions of this Section and applicable provisions of State law, the City Recorder shall inform the appropriate election official who shall, if practical, remove the candidate's name from the ballot by blacking out the candidate's name before the ballots are delivered to voters; or if removing the candidate's name from the ballot is not practicable, inform the voters by any practicable method that the candidate has been disqualified and that the votes cast for the candidate will not be counted.

(h) **Inadvertent Omissions.** Notwithstanding Subsection (g), a candidate who timely files a Campaign Finance Statement seven (7) days before a municipal general election is not disqualified if: (1) the statement details accurately and completely the information required herein, except for inadvertent omissions or insignificant errors or inaccuracies; and (2) the omissions, errors, or inaccuracies are corrected in an amended report or in the next scheduled report.

(i) **Public Records.** Financial disclosure reports filed pursuant to this Section are considered public documents open to inspection in accordance with *Utah Code Ann. § 10-3-208*, as amended, and the Utah Government Records Access and Management Act, as amended. The City Recorder shall make each Campaign Finance Statement filed by a candidate available for public inspection and copying and post an electronic copy of the same in accordance with applicable provisions of Utah Code Ann. § 10-3-208(5), as amended.

#### 2-03-120. Ethics Act.

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All elected officers shall comply with the provisions, conditions and requirements of the Utah Municipal Officers' and Employees' Ethics Act as set forth in *Utah Code Ann. §§ 10-3-1301, et seq.*, as amended.

#### 2-03-130. Political Activities.

(a) Officers. Municipal officers shall comply with and be subject to the political activities provisions of Utah Code Ann. § 10-3-1108, as amended.

(b) City. The City shall comply with the terms and conditions of the political activities provisions of Utah Code Ann. § 10-3-1108, as amended. Pursuant to the Political Activities of Public Entities Act, as set forth in Utah Code Ann. § 20A-11-1201, et seq., as amended, unless specifically required by law, the City may not make expenditures from public funds for political purposes or to influence a ballot proposition.

CHAPTER 2-04 LEGISLATION

- 2-04-010. Ordinances.
- 2-04-020. Resolutions.
- 2-04-030. Public Records.

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2-04-010. Ordinances.

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(a) Legislative Power. Except as otherwise specifically provided, the City Council shall exercise its legislative powers through ordinances.

(b) Extent of Power. The City Council may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by law.

(c) Form. Any ordinance passed by the City Council shall contain and be in substantially the order and form as set forth in Utah Code Ann. § 10-3-704, as amended. No ordinance shall be void or unlawful by reason of its failure to conform to certain provisions of said law.

(d) Effective Date. Unless otherwise provided in the ordinance, ordinances shall become effective twenty (20) days after publication or posting, or thirty (30) days after final passage by the City Council, whichever is sooner. Ordinances may become effective at an earlier or later date after publication or posting if so provided in the ordinance.

(e) Signed. Ordinances passed or enacted by the City Council, before taking effect, shall be signed by the Mayor, or if the Mayor is absent, by the Mayor pro tempore or by a quorum of the Council Members as required by law.

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(f) Publication. Except as otherwise provided by law, all ordinances, before taking effect, shall be posted and/or published in accordance with applicable provisions of Utah Code Ann. § 10-3-711, as amended.

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(g) Recording. The City Recorder shall record, in a book used exclusively for that purpose, all ordinances passed by the City Council. The City Recorder shall give each ordinance a number, if the City Council has not already done so. The City Recorder shall make or cause to be made a certificate stating the date of passage and the date of publication or posting of the ordinance, as required. All ordinances shall be recorded as provided herein before taking effect.

(h) Prima Facie Evidence. The record and certificate prepared by the City Recorder, or a certified copy thereof, shall be prima facie evidence of the contents, passage, and publication or posting of the ordinance or codification. In addition, the ordinances printed and published by the authority of the City Council, shall be prima facie evidence of the contents, passage, and legal publication of such ordinances, as of the dates mentioned in the publication in all courts and administrative proceedings.

(i) Proved Under Seal. The contents of all Farmington City ordinances, the dates of passage, and the dates of publication or posting, may be proved by the certification of the City Recorder under the seal of Farmington City.

2-04-020. Resolutions.

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(a) Administrative Powers. Unless otherwise required by law, the City Council may exercise all administrative powers by resolution.

(b) Form. Any resolution passed by the City Council shall be in a form and contain sections substantially similar to that prescribed for ordinances.

(c) **Effective Date.** Resolutions may take effect on passage or at a later date as the City Council may determine, but resolutions may not become effective more than three (3) months from the date of passage.

(d) **Publication.** Resolutions may become effective without publication or posting.

(e) **Limitation.** No punishment, fine, or forfeiture may be imposed by resolution.

**2-04-030. Public Records.**

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The ordinances, resolutions, and any other books, records, accounts or documents of the City shall be kept at the office of the City Recorder. Approved copies shall be open and available to the public during regular business hours for examination and copying in accordance with the Utah Government Records Access and Management Act

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CHAPTER 2-05 CONSTITUTIONAL TAKING ISSUES

2-05-010. Purpose and Intent.

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2-05-020. Constitutional Taking.

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2-05-030. Guidelines and Procedures for Review.

Deleted: 12

2-05-040. Limitations.

Deleted: 12

Deleted: 12

2-05-010. Purpose and Intent.

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The purpose of this Chapter is to provide advisory guidelines to assist the City in identifying and reviewing actions of the City which may involve the physical taking or exaction of private real property that may involve Constitutional taking issues in accordance with the advisory provisions of Utah Code Ann. §§ 63L-4-101, et seq. as amended. This Chapter does not apply when the City formally exercises its power of eminent domain.

Deleted: 63-90a-1.

2-05-020. Constitutional Taking.

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(a) As used herein "Constitutional taking issues" means actions involving the physical taking or exaction of private real property by the City that might require compensation to a private real property owner because of:

- (1) the Fifth or Fourteenth Amendment of the Constitution of the United States;
- (2) Article I, Section 22 of the Utah Constitution; or
- (3) any recent court rulings governing the physical taking or exaction of private real property by a governmental entity.

(b) Actions by the City involving the physical taking or exaction of private real property is not a Constitutional taking if the physical taking or exaction:

- (1) bears an essential nexus to a legitimate governmental interest; and
- (2) is roughly proportionate and reasonably related, on an individualized property basis, both in nature and extent, to the impact of the proposed development on the legitimate government interest.

2-05-030. Guidelines and Procedures for Review.

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Any owner of private real property who claims there has been a Constitutional taking of the owner's private real property by the City shall request a review of the final decision of any official, employee, board, commission or council of the City implicating such Constitutional taking. The following guidelines and procedures shall be followed in the event such review is requested.

(a) Final Decision. The person requesting a review must have obtained a final and authoritative determination, internally, within the City, relative to the decision from which they are requesting review.

(b) Time for Filing. The person requesting a review shall file his or her request in writing to the office of City Recorder within thirty (30) days from the date of the final decision that gave rise to the concern that a Constitutional taking has occurred.

(c) Dale for Review. The City Council or its designee shall immediately set a time to review the decision that gave rise to the Constitutional taking claim.

(d) **Additional Information.** In addition to the written request for review, the applicant shall submit prior to the date of review the following information. An application shall not be deemed "complete" or "submitted" until the reviewing body certifies to the applicant that all the materials and information required herein has been received. The reviewing body shall promptly notify the applicant of an incomplete application.

- (1) name of the applicant requesting review;
- (2) name and business address of current owner of the property, form of ownership, and name and address of all principal shareholders or partners if a business entity is involved;
- (3) a detailed description of the grounds for the claim that there has been a Constitutional taking;
- (4) a detailed description of the property alleged to have been taken;
- (5) evidence and documentation as to the value of the property alleged to have been taken, including any evidence of the value of the property before and after the alleged taking, the name of the party from whom the property was purchased and the relationship if any between the person requesting review and the party from whom the property was acquired;
- (6) the nature of the protectable interest claimed to be affected, such as, but not limited to, fee simple ownership, leasehold, etc.;
- (7) terms (including sale price) of any previous purchase or sale of a full or partial interest in the property in the three (3) years prior to the date of application;
- (8) all appraisals of the property prepared for any purpose, including financing, offering for sale, or ad valorem taxation, within the three (3) years prior to the date of application;
- (9) the assessed value of and the ad valorem taxes on the property for the previous three (3) years;
- (10) all information concerning current mortgages or other loans secured by the property, including name of the mortgagee or lender, current interest rate, remaining loan balance and term of loan and other significant provisions, including but not limited to, right of purchasers to assume the loan;
- (11) all listings of the property for sale or rent, price asked and offers received, if any, within the previous three (3) years;
- (12) all studies commissioned by the applicant within the previous three (3) years concerning feasibility of development or utilization of the property;
- (13) itemized income and expense statements from the property for the previous three (3) years for income producing property;
- (14) information from a title policy or other source showing all recorded liens or encumbrances affecting the property; and
- (15) any other additional information requested by the City which is reasonably necessary in its opinion to arrive at a conclusion concerning whether there has been a Constitutional taking.

(d) **Review.** The City Council or its designee shall hear all the evidence related to and submitted in connection with the request for review to determine whether or not the action by the City constitutes a Constitutional taking as defined herein, including consideration of the following:

(1) whether the physical taking or exaction of the private real property bears an essential nexus to a legitimate governmental interest;

(2) whether a legitimate governmental interest exists for the action taken by the City;  
and

(3) whether the taking or exaction is roughly proportionate and reasonably related, on an individual property basis, both in nature and extent, to the impact caused by the activities that are the subject of the decision being reviewed.

(e) **Decision.** The City Council or its designee shall render a final decision on the review within fourteen (14) days from the date the complete application for review was submitted to the City Recorder. The decision of the City Council or its designee regarding the results of the review shall be given in writing to the applicant and the official, employee, board, commission or council that rendered the final decision that gave rise to the Constitutional taking claim. When determined to be necessary and appropriate, the reviewing body shall make a recommendation to the official, employee, board, commission or council that made the decision that gave rise to the Constitutional taking claim.

(f) **Failure to Render Decision.** If the City fails to hear and decide the appeal within fourteen (14) days, the acting body's decision or action is presumed to be approved.

**2-05-040. Limitations.**

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The guidelines set forth herein and any decision rendered pursuant to the provisions of this Chapter are advisory only and shall not be construed to expand or limit the scope of the City's liability for a Constitutional taking. The City shall have no legal liability to any person, firm or entity of any nature whatsoever and a court may not impose liability upon the City for failure to comply with the provisions of this Chapter.

For Council Meeting:  
March 6, 2012

**S U B J E C T: City Manager Report**

1. Upcoming Agenda Items
2. Girls Softball
3. 5k Road Race
4. Haight Home in "The Grove"

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

## *Upcoming Agenda Items*

**March 20, 2012 – Staff Reports Due: March 9<sup>th</sup>**

Work Session: Discussion regarding future large community park and rec center options

Presentation by the American Legion (John Sheets) donation of \$1000 for Veterans Memorial

Action Items:

- Approval of Minutes of Previous Meetings
- Tuscany Cove Phase 2, Final Plat and Waiver Request
- Farmington Ranches Trail
- Consolidated Fee Schedule Amendment
- Resolution for GO Bond

Summary Action Items:

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

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

To: Mayor Scott Harbertson  
Members of Farmington City Council  
Dave Millheim, City Manager

From: Neil Miller, Parks and Recreation Director

Date: February 27, 2012

SUBJECT: Girls Softball

As per your request, I have discussed the creation of a girls softball program with our Recreation Supervisor, Rich Taylor. The biggest issue and/or hurdle is the lack of softball fields in the city.

To provide you with some background, the last time we ran a girls softball program was in 2008. We had 51 girls between the ages of 6-18 signed up. The year previous we had 67 girls signed up. Our program was set up so that we took registration, divided up teams, and purchased uniforms for each team. Since we don't have a softball field we combined with Kaysville in all age groups and all the games were played in Kaysville. We had numerous concerns from coaches and parents about practice locations, as well as the travel to Kaysville for the games. We evaluated the program and decided to discontinue it. Since we have discontinued the program we have only had a couple of complaints.

In order to restart a softball program we would need to purchase equipment and build fields. The number of fields needed would also be variable depending on participation numbers. We would have to determine whether we build fields on existing properties or acquire new lands for this purpose. The cost for the equipment would also be variable depending on participation numbers. We would need to purchase bats, balls, batting helmets, pitching machine and other pieces of softball equipment.

I have attached a pros and cons comparison for further review.

If there are further questions, please contact Neil at the Parks & Rec Office.

Respectfully Submitted,

Neil Miller  
Parks and Recreation Director

# Girls Softball Program

## Pros & Cons Comparison

PROS	CONS
<ul style="list-style-type: none"><li>• Increase level of service to the community</li><li>• Benefits of youth sports (teamwork, sportsmanship, learning, accomplishment, etc.)</li><li>• Increase sense of community</li><li>• Additional opportunities for volunteers</li><li>• Increase number of programs for girls thus getting more girls involved in recreation</li></ul>	<ul style="list-style-type: none"><li>• No softball fields in the city (fields with lights are ideal)</li><li>• Start-up costs</li><li>• Putting Farmington's name on a program that we don't control</li></ul>

National Control # \_\_\_\_\_  
 Association Sanction # \_\_\_\_\_  
 Association Fee \$ \_\_\_\_\_ Check # \_\_\_\_\_  
 National Fee \$ \_\_\_\_\_ Check # \_\_\_\_\_  
 Approved  Denied  
 Association Signature \_\_\_\_\_  
 Championship  Assoc.  Regional  National

FOR OFFICIAL USE ONLY

Association Contact Information:



Date Received \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Database  Assoc  National

**USA TRACK & FIELD APPLICATION FOR SANCTION**

Please read the instructions on the back before completing this form. Your returned, approved copy of this form is proof of insurance coverage.

Event Name Eagle Condor 5k for Cusco - A Humanitarian Fun Run Date(s) of Event May 5, 2012 Start Time(s) 09:00  
 Site of event Farmington City Offices, 160 South Main Street City Farmington State UT Zip 84025  
 Event Organizer (club, entity) Caitlin Miller USATF Organization Member:  Yes  No  
 Website www.eagle-condor.org (NOT SURE)  
 Contact Name Cait Miller Contact Telephone Number \_\_\_\_\_  
 Contact Address \_\_\_\_\_ Contact Email \_\_\_\_\_  
 City, State, Zip Farmington, UT 84025 Contact Fax Number \_\_\_\_\_

1. Type of Event (✓ all that apply)  Road Course Certification # (if applicable) \_\_\_\_\_  
 Indoor Track & Field  Race Walking-Track  Road Racing-Distance(s) 5k  
 Outdoor Track & Field  Race Walking-Road-Distance(s)  Cross Country-Distance(s) \_\_\_\_\_  
 2. Obstacles: Does your event contain man made obstacles, mud pits (natural or man-made) or any hazardous obstacles?  Yes  No  
 List any obstacles included in your event: \_\_\_\_\_

3. Age Divisions:  Youth  Open  Masters 4. Sex:  Male Only  Female Only  Male/Female  
 5. Estimate of number of finishers 100 6. Fees: Association \$ 50.00 National \$ 50.00 (see fee schedule)

7. Safety: The safety precautions taken to protect the personal welfare of the athletes and spectators, including provisions for medical supervision, at the competition are (attached additional sheet if necessary):  
To be permitted by City, using annual city 5k route for course (all right turns), with cones, signs, markers, volunteers and emergency personnel.

8. Participant Waiver of Liability: Organizer will require all participants, officials and volunteers to sign the USATF waiver of liability that releases the race organizers, volunteers and officials, and USATF from claims for damages. All waivers will be maintained in a secure location for at least five years (or longer if your state's statute of limitations on liability claims is longer than five years). The event director MUST be able to produce this waiver in the event of a claim against any of the named parties.
9. Post Event Report: Organizer will file the required *Post-Event Report* within fifteen (15) days of the event (enclosed with the approved sanction) and will submit electronic results to USATF (see [www.usatf.org/events/results](http://www.usatf.org/events/results) for instructions).
10. Upon approval of the sanction, the entry form will state that the event is sanctioned by USA Track & Field. The organizer may obtain a copy of USATF's Sanctioned Event insignia for this purpose at [www.usatf.org/events/sanctions](http://www.usatf.org/events/sanctions). Permission to use the USATF name and trademarks for any other purpose must be obtained from the National Office prior to such use.
11. USATF ADA Policy: The event shall comply with USATF's *Policy & Procedures for Accommodation Requests Pursuant to the Americans with Disabilities Act* available at [www.usatf.org/groups/EventDirectors/ADA](http://www.usatf.org/groups/EventDirectors/ADA).
12. The Organizer will not transfer this sanction, if granted.

Check if Organizer seeks an ELITE SANCTION (carefully read instructions on back) and attach *Elite Sanction Addendum*.  
 Check if Organizer waives USATF Liability Insurance for this event - you must attach *Waiver of Liability Insurance* form and a certificate of insurance naming USATF, its employees, directors, assigns & USATF Certified Officials as additional insureds.

**Indemnification and Statement of Conditions**

Caitlin Miller (Organizer) shall indemnify, hold harmless, assume liability for, and defend USA Track & Field, Inc. (USATF), its member Associations, employees, officers, agents and volunteers from any and all damages, awards, costs and expenses including, but not limited to, attorneys' fees, court costs, and all other sums which USATF and its member Associations, employees, officers, and volunteers may pay or become obligated to pay on account of any and every demand, claim or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the (a) negligence or willful misconduct of Organizer or its agents, employees or representatives, (b) violation of any applicable laws or rules and regulations of USATF or the IAAF by Organizer or its agents, employees or representatives, or (c) sanction issued by USATF and/or its member Associations, on May 5, 2012 (event date) or by any action or omission of \_\_\_\_\_

Caitlin Miller (Organizer), its members, agents, employees, volunteers, officers or directors in relation to the sanction. Organizer represents and warrants that it is fully familiar with all the rules and regulations of USATF and the IAAF applicable to the event to be conducted, including USATF competition rules, Article 15 of the USATF Bylaws and USATF Regulation 23, and that it shall take all necessary precautions to protect event participants, spectators, volunteers and workers from harm of any kind. Organizer further warrants and represents that (a) it thoroughly understands all rules and regulations of USATF and the IAAF, (b) it assumes responsibility for this event and agrees to be held accountable for any irregularities that might occur, and (c) it has complied with all requirements applicable to USATF sanctioned competitions conducted by it, within the preceding four-year period. Organizer understands that USATF shall be under no obligation to grant a sanction to an organization that has failed in the past to abide by the rules and regulations of USATF, or has defaulted on its obligation to give prizes to athletes, as stated in any contract, entry form or advertising literature. Organizer warrants that the information provided herein is true to the best of its knowledge. Organizer warrants that it has received the proper permission and permits to conduct this event at the facilities which the event will be held.

Signature Caitlin E. Miller Date 02/22/12  
 Event Director or individual responsible for conduct of event

## SANCTION INSTRUCTIONS

A USATF Sanction is a certification which evidences a competition's intent to comply with the international and national rules and regulations of the sports of track & field, long distance running and race walking. An event may obtain a USATF sanction by filing a completed USATF sanction application with the appropriate USATF Association, paying the requisite local and national sanctioning fees and complying with the requirements of obtaining a sanction. USATF will sanction only those events that agree to comply with the applicable IAAF and USATF rules and regulations ([www.usatf.org](http://www.usatf.org)), including USATF Bylaw Article 15 and Operating Regulation 23. Events which fail to meet all criteria will be denied a sanction.

The following information is intended to assist an applicant in completing the Application for Sanction. USATF has helpful publications that are available from your local Association. After completion of the Application for Sanction, *return this form and any required addenda to your local Association with required fees at least four (4) weeks prior to the date of the event.*

### Conditions and Information

- Type of Event:** Sanctions may only be issued for competition (one of the necessary attributes of a competition is that all participants are timed/scored) in track & field, long distance running, and race walking. Events such as stair climbs, walkathons, triathlons, mud runs, warrior dashes, or those events which contain a man-made obstacle (excluding those identified in the USATF competition rules), cannot be sanctioned by USATF. Long distance running is limited to foot races and USATF approved racing wheelchairs and does not include other methods of wheeled transportation such as roller blades, bicycles, etc. In compliance with liability insurance requirements, the coverage extends only to the athletics event(s) for which the Sanction is issued. The decision to allow persons with disabilities to compete using crank cycle racing wheelchairs is at the sole discretion of the race organization and/or race director.
- Hazardous Obstacles:** USATF cannot sanction any event that contains extreme hazards or obstacles such as mud pits, slippery slopes, wall climbs, tunnel crawls, or other similar hazardous obstacles. If any of these obstacles are included in your event, you are required to list them in this question.
- Age Divisions:** Youth – 18 & under; Open – no maximum age restriction; Masters – 35 & over.
- Sex:** Please indicate if the event is open to men, women, or both.
- Number of finishers:** Enter the number of expected finishers for the event.
- Sanction Fees:** *Association* – Each Association has the right to establish its own fee structure. Fees may vary based on the number of entrants, services provided by the Association, or other reasons. *National* – National Fees, which are determined by the estimated number of finishers, are sent by the local Association to the National Organization. The current fees can be found at [www.usatf.org/events/sanctions](http://www.usatf.org/events/sanctions). Both Association and National fees are to be sent to your local Association. Adjustments in fees will be made when the number of finishers varies from the estimates used in this application. These adjustments, if necessary, are paid when the Post-Event Report Form is filed by the Organizer within fifteen (15) days after the event.
- Safety Precautions and provisions for medical supervision:** USATF requires that all sanctioned events take the appropriate safety precautions and provide for appropriate medical supervision. A summary of safety recommendations is available at [www.usatf.org/events/sanctions](http://www.usatf.org/events/sanctions). Upon request, your local Association can provide additional guidelines to help you ensure a safe and successful event.
- Participant waivers of liability:** To reduce the organizer's and USATF's exposure to potential lawsuits, Organizer is required to have all participants, officials and volunteers sign the USATF waiver of liability that releases the race organizers, volunteers and officials, and USATF from claims for damages. While the USATF insurance policy covers many risks it does not cover every possible risk. A valid waiver is important to the Organizer, volunteer, official and USATF. All waivers will be maintained in a secure location for at least five years (or longer if your state's statute of limitations on liability claims is longer than five years). The Organizer MUST be able to produce this waiver in the event of a claim against any of the named parties. Organizer should consult with local legal counsel for any waiver language changes.
- Post event report:** The appropriate form will be enclosed with your approved sanction and must be completed and returned to the local Association within fifteen (15) days after the event.
- USATF name, logo and trademarks:** The entry form must state the event is sanctioned by USA Track & Field. The entry form, promotional publications such as posters or advertisements may also use USATF's Sanctioned Event insignia. The organizer may obtain a copy of the USATF Sanctioned Event insignia for this purpose at [www.usatf.org/events/sanctions](http://www.usatf.org/events/sanctions). Permission to use the USATF name and trademarks for any other purpose must be obtained from the National Office prior to such use.
- USATF's Policy & Procedures for Accommodation Requests Pursuant to the Americans with Disabilities:** The event shall comply with USATF's *Policy & Procedures for Accommodation Requests Pursuant to the Americans with Disabilities Act* available at [www.usatf.org/groups/EventDirectors/ADA](http://www.usatf.org/groups/EventDirectors/ADA).
- Transfer Rights:** The event organizer does not have the right to transfer the sanction to conduct this event to anyone.

### Check boxes – please read carefully:

**Elite Sanctions:** In accordance with USATF Operating Regulation 23, events that anticipate at least one of the following must complete an Elite Sanction Addendum:

- Award cash or prizes with a value of more than \$500 for any *individual* performance or participation (note that total prize money may exceed \$500 as long as any single prize, bonus or appearance fee does not exceed \$500);
- Invite five (5) or more non-resident foreign athletes;
- Serve as a National Championship or trials competition for selecting international teams (other than Youth and Masters);
- Subject to formal drug testing controls.

Questions regarding Elite Sanctions and related requirements should be directed to your local Association or the USATF National Office. Compliance with Elite Sanction requirements are necessary to maintain the eligibility of all athletes under both USATF Bylaws and IAAF Regulations.

**Waiver of Insurance:** Under certain circumstances, organizers can waive USATF's liability insurance coverage and pay a reduced national sanction fee. RRCA clubs can also waive liability insurance coverage. Complete the *Waiver of Liability Insurance* form and refer to those separate instructions.

CITY COUNCIL AGENDA

For Council Meeting:  
March 6, 2012

**SUBJECT: Mayor Harbertson & City Council Reports**

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