

**FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, February 15, 2011, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

TRAINING SESSION: A training session with URMMA and Planning Commission will be held at 4:00 p.m. at Farmington City Hall, 160 South Main Street.

WORK SESSION: A work session with Executive Staff and Planning Commission will be held at 5:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. It will be a discussion on Affordable Housing.

The agenda for the regular meeting shall be as follows:

CALL TO ORDER:

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

7:05 Approval of Minutes from January 18, 2011

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:10 Introduction of New Associate City Planner – Christy Alexander

7:15 Introduction of New Police Officer -- Brian Cooper

7:20 Administration of Oath of Office – Guido Smith and Brian Cooper

7:25 Planning Commission Reports for January 27th and February 10th

PRESENTATION OF PETITIONS AND REQUESTS:

7:35 City Approval of Eagle Project for Taylor Haws for an Aaron S Richard Memorial on Park Lane Trail

7:45 Consideration of Jody Brown and Ed & Carole McLaughlin's request to opt out of the Recycling Program

SUMMARY ACTION:

7:50 Minute Motion Approving Summary Action List

- Approval of Resolution Amending the Storm Water Enforcement Policy
- Approval of Amendment to the Consolidated Fee Schedule -- Storm Water Permit Fees

SUMMARY ACTION CONTINUED:

- Approval of Resolution Designating Todd Godfrey as Trustee for Enforcing Delinquent Liens in Special Improvement District
- Approval of Agreement with Shellie Christensen for Janitorial Services for City Hall
- Approval of CLG Grant for Historic Preservation
- Approval of Resolution Authorizing Electronic Meetings
- Approval of "Little Miss" Pageant and Drawing
- Ratification of Approvals of Construction & Storm Water Bond Logs
- Consideration of Re-final Plat Approval for Rice Farms Estates. Phase 5
- Inter-local Agreement with Davis County regarding County Complex

Summary Action Items Held if Needed

NEW BUSINESS:

- 8:00 Discussion and Approval of City Right-of-Way License Agreement (Form)
- 8:10 Discussion and Approval of a Part Time Fire Marshal
- 8:20 Discussion and Approval regarding Farmington Creek Estate Lighting
- 8:30 Discussion to Authorize Purchase of Security Cameras for City Hall
- 8:40 Discussion and Approval of Legacy Trail Maintenance Agreement with UDOT
- 8:50 Discussion and Approval of Inter-local Agreement with UDOT regarding Segment One of the Park Lane Village Trail
- 9:00 Waiver of Open Space Request for Humphrey's Subdivision

GOVERNING BODY REPORTS:

- 9:10 City Manager Report
1. Upcoming Agenda Items
 2. Memo from Todd Godfrey regarding Installation and Construction of Public Improvements Prior to Bonding
 3. Building Activity Report for January
 4. Planning Commission Reports
 5. UDOT Signal Light and Jurisdictional Transfer issues for Park Lane
- 9:20 Mayor Harbertson & City Council Reports

ADJOURN: 9:30

CLOSED SESSION

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

DATED this 10th day of February, 2011.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

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

It is requested that Council Member Rick Dutson give the invocation/opening comments to the meeting and it is requested that City Manager Dave Millheim lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

SUBJECT: Approval of Minutes of Previous Meetings

ACTION TO BE CONSIDERED:

Minute motion approving the minutes of the City Council meetings held on January 18, 2011.

GENERAL INFORMATION:

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

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

FARMINGTON CITY COUNCIL MEETING
Tuesday, January 18, 2011

WORK SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Cory Ritz, Jim Talbot and Sid Young, City Manager Dave Millheim, City Planner David Petersen, City Parks & Recreation Director Neil Miller, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey

Mayor Harbertson began the work session at 6:25 p.m., and the following items were discussed:

I-15 Freeway Signage

The **Mayor** informed the Council that City Traffic Engineer **Tim Taylor** would provide information regarding I-15 signage during the regular session.

Summary Action List

- Approval of Justice Assistance Grant (Police Department)
- Agreement with Susan Jacobson for janitorial services (Police Department)
- Approval of ELI Franchise Agreement
- Approval of ODFI Originator Agreement for Express Bill Pay
- Approval of Public Improvements Agreement with SLI Commercial Real Estate – Spring Creek 3A and 3B
- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Resolution for continuation of Lagoon Shuttle Service
- Approval of modification to job description and pay grade for Arts and Special Events Coordinator position

The **Mayor** referred to the information included the Staff Reports for each of these items. There was a brief discussion regarding several items on the list, and it was determined that all items are ready for Council approval during the regular session.

Open space waiver request for Humphrey's Subdivision

David Petersen explained that the Planning Commission recommended approval for this two-lot metes and bounds subdivision (lot split) on January 13, 2011. However, because the lots are slightly smaller than the 16,000 square feet minimum standard, there were some concerns regarding the open space and conservation subdivision ordinance requirements. Staff has since been working on a possible solution, and he advised the Council to table this request until the February 1, 2011 City Council meeting.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Cory Ritz, Jim Talbot and Sid Young, City Manager Dave Millheim, City Engineer Paul Hirst, City Traffic Engineer Tim Taylor, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey

CALL TO ORDER

Opening Comments/Invocation/Pledge of Allegiance

Mayor Harbertson opened the meeting at 7:00 p.m. and welcomed Council Members **Bilton, Dutson, Ritz, Talbot** and **Young** and Boy Scout Troop 1845. He introduced the following members of the Farmington Youth Council: **Liz Ashby, Marissa Brown, Nick Mason, Layne McKenna,** and **Matt Swanson**. The **Mayor** offered the invocation, and the Pledge of Allegiance was led by local Boy Scout **Alex Hale** of Troop 1845.

Approval of Minutes

Motion

Rick Dutson made a motion to approve the minutes of the January 4, 2011 City Council Meeting. **Cory Ritz** seconded the motion which was approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

Introduction of new Fire Chief

Mayor Harbertson introduced Farmington City's new Fire Chief, **Guido Smith**. **Mr. Smith** introduced his wife and members of his family and expressed appreciation to Farmington City for the job opportunity. He plans to relocate to Farmington City in the near future and said he chose Farmington because of the level of professionalism shown by the **Mayor** and City staff and their passion to improve the City of Farmington.

Discussion regarding improved I-15 Freeway Signage

City Traffic Engineer **Tim Taylor** gave a report of the inventory conducted by WCEC Engineers regarding the I-15 guide signs approaching Farmington. **Mr. Taylor** explained that UDOT and the Federal Highway Administration (FHWA) are in the process of upgrading all of the I-15 interchange advance guide signs and exit direction signs between Brigham City and Santaquin City to be consistent with the Manual On Uniform Traffic Control Devices (MUTCD) recommendations for urban areas. **Mr. Taylor** said he concurs with these guide sign upgrades as they are meant to reflect a *consistent* message; however, Farmington is unique because of the location and combination of the I-15/US-89/Legacy

Parkway/Park Lane Interchange. He recommended that the City meet with UDOT and FHWA to discuss the City's concerns and review the following specific items:

- The current northbound I-15 signage does not include either a "Next XX Exits" sign or a Community Interchange Identification sign. Farmington should request that one of these signs be installed by UDOT.
- The installation of a supplemental guide sign to northbound I-15 in advance of the 200 West Exit 322 listing FARMINGTON as a destination associated with Exit 322.
- Options related to the installation of additional northbound I-15 signage related to Park Lane and the UTA FrontRunner Station/Park-n-Ride.
- Opportunities to modify the exiting signing and sign legends due to the unique location and configuration of the I-15/US-89/Legacy Parkway/Park Lane Interchange.

Mr. Taylor answered questions from Council Members, and there was discussion regarding the addition of supplemental signs, mistakes made by UDOT regarding signage, the possible identification of the FrontRunner Station and the UTA Park & Ride, and the costs which may be associated with sign amendments. **Mr. Taylor** predicted that Farmington City would be required to pay for any sign changes at a cost of \$20,000 per sign, and one sign structure may need to be replaced at a cost of \$100,000.

City Manager **Dave Millheim** recommended that the City move forward with a plan and work with the new Director at UDOT to implement the City's desired sign amendments.

SUMMARY ACTION

Minute Motion approving Summary Action List

- Approval of Justice Assistance Grant (Police Department)
- Agreement with **Susan Jacobson** for janitorial services (Police Department)
- Approval of ELI Franchise Agreement
- Approval of ODFI Originator Agreement for Express Bill Pay
- Approval of Public Improvements Agreement with SLI Commercial Real Estate – Spring Creek 3A and 3B
- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Resolution for continuation of Lagoon Shuttle Service
- Approval of modification to job description and pay grade for Arts and Special Events Coordinator position

Motion

Rick Dutson made a motion to approve the items on the Summary Action List. **Sid Young** seconded the motion which was Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

NEW BUSINESS

Open space waiver request for Humphrey's Subdivision

Motion

Sid Young made a motion to table this item until the February 1, 2011 City Council Meeting. The motion was seconded by **John Bilton** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

GOVERNING BODY REPORTS

City Manager Report

1. **Upcoming Agenda Items** – Items for both the February 1, 2011 and the February 15, 2011 City Council meetings are included in the packet
2. **Assign date for joint City Council/Planning Commission meeting** – He will meet with the Affordable Housing Task Force this week, and he suggested scheduling a joint meeting with members of the Planning Commission and the City Council to discuss affordable housing in Farmington. Following a brief discussion, it was decided to hold the meeting during the February 15, 2011 regular City Council Meeting.
3. **URMMA Training for City Council and Planning Commission** – February 15, 2011 from 4:00 to 5:30 p.m.
4. **Topics for Retreat – Deadline by February 1, 2011** – **Mr. Millheim** said staff is preparing a list of items which need to be addressed, and he asked the Council to submit ideas and assist in the prioritization process.
5. **Community Center Well Project** – He reported that the drilling crew has hit water, and a schedule of the project is included in the packet. He said there have been a few complaints from residents regarding vibration.
6. **Farmington Creek improvements** – He attended a meeting with representatives from Davis County Flood Control, the Army Corps of Engineers, the Division of Water Quality, and the Division of Natural Resources in which the County introduced a significant flood control plan from State Street to the Lake. They proposed a stream channel alteration which will more than double the capacity of the current stream. They have explored several alternatives, including a concrete culvert, large storm drain ponds, the creation of a wetland nature walk, widening the existing channels, or creating a long, linear mitigation site between State Street and Glovers.

7. **WDC Open House Schedule** – An open house for the proposed West Davis Corridor open house will be held at the Legacy Events Center on Wednesday, February 9, 2011 from 4:30 to 8:00 p.m., and Council Members and residents are encouraged to attend.
8. **Letter to CenterCal** – He drafted a letter to **Craig Trottier** stating that the City is implementing an all-inclusive policy that no permits will be issued without a recorded plat for the project. He said this has not been happening consistently in the past, and he hopes this policy will eliminate problems in the future.

Mayor Harbertson's Report

- He has received calls asking if the project on Frontage Road will be extended to the north. City Manager **Dave Millheim** agreed to contact Davis County for more information.
- He asked for an update of the Interlocal Agreement between Farmington and Davis County regarding the Justice Court and the prosecution of Farmington City citations, and **Mr. Millheim** agreed to set a date with the county for discussion.
- He asked the City Manager to ask **Matt McCullough** to update the Planning Commission and Board of Adjustments information on the City's website.
- The Christmas lights will be left up on both the City Hall and the Community Arts Center to avoid another \$5,000 installation charge.
- A National Incident Management System (NIMS) training will be held on Thursday, January 20, 2011 at 6:30 p.m. at the Fruit Heights City Offices, and the City Council is invited to attend.
- A beneficial meeting was held with the region director from UDOT and **Senator Adams**. The **Senator** is on board with the City's C-1 choice for the West Davis Corridor but expressed concern regarding space for expansion.
- He met with **Bryson Garbett** of Garbett Homes to discuss an emergency access exit. A suggestion was made that the area where a proposed trail will be built along US-89 could be used for an emergency exit.
- He received an email from a west Farmington resident who asked about sidewalks from the Ranches area to the Station Park Development. There was some discussion, and **Mr. Millheim** said he would do some research to pinpoint issues which may be involved.

City Council Reports

Jim Talbot

- He attended a Farmington City Interior Design Committee meeting earlier today, and there will be another meeting next week.

Sid Young

- He received an email regarding a Social Media training and asked if Council Members should attend. The **Mayor** and the City Manager determined that it was not necessary to attend.
- He received several comments from residents regarding fluoridation. The **Mayor** counseled him to refer them to Davis County with any questions/comments they have on that subject.
- He attended a meeting with **Doug Allen**, and two options for a new water tank were discussed: (1) install the tank on **Mr. Allen's** property or (2) locate it to the east on US Forest Service property. The USFS property is the best option as it will provide a location for the tank and access to the fire break road. **Mr. Millheim** informed the Council that **Paul Hirst** made a formal request to the USFS on January 13, 2011 which will likely require six months for approval.

Cory Ritz

- He referred to the drainage issue in west Farmington and said there is more standing water this year than there has been in the past. **Mr. Millheim** said it was discussed in a meeting with the City Engineer, and further review is necessary to obtain a legal description and to resolve the easement issues.
- He inquired about amendments which were made to the employee handbook, and the City Manager replied that the Farmington City Attorney recently cleaned up the language in the handbook. It was approved by the Council several weeks ago, and it is vital that each employee read the handbook and understand the issues.
- He asked if it is common for police departments to patrol in neighboring cities, and **Mr. Millheim** said it is very common. In the state of Utah, an officer is authorized to stop an illegal act anywhere in the state.

John Bilton

- He requested that a follow-up action list be included in the packet which will inform the Council of the status of specific actions the issues involved. He asked if progress had been made regarding the maintenance of the Legacy Trail, and **Mr. Millheim** replied that the cities are meeting on Thursday, January 20, 2011 to discuss a possible interlocal agreement.
- He asked if residents on 900 North and 1000 North had been contacted regarding improvements on those streets, and **Mr. Millheim** said he will follow up on the issue.

Miscellaneous

City Engineer Report

Paul Hirst said the drilling project is progressing well. The rock layer was hit at approximately 150 feet, and samples of the water that was found are being examined.

Next City Council Meeting

John Bilton, Cory Ritz, and Jim Talbot will be out of town and unable to attend the February 1, 2011 City Council Meeting. It was determined that one of them may need to be reached by phone during the meeting. The City Manager requested that Council Members inform him when they will be unable to attend meetings.

ADJOURNMENT

Motion

Jim Talbot made a motion to adjourn the meeting. The motion was seconded by **Sid Young** and approved by Council Members **Bilton, Dutson, Ritz, Talbot and Young**. The meeting was adjourned at 8:35 p.m.

Holly Gadd, City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

S U B J E C T: Introduction of new Associate Planner

GENERAL INFORMATION:

Mayor Harbertson will introduce Christy Alexander, the new Associate Planner.

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

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

S U B J E C T: Introduction of new Police Officer

GENERAL INFORMATION:

Mayor Harbertson will introduce Brian Cooper, the new Police Officer.

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

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

S U B J E C T: Administration of Oath of Office

GENERAL INFORMATION:

Holly Gadd will perform the administration of Oath of Office for Guido Smith and Brian Cooper.

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

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

SUBJECT: Planning Commission Report

GENERAL INFORMATION:

Please see enclosed Planning Commission Agenda and related information. The Planning Commission Chair or staff will be present to give the report.

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

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

SUBJECT: City Approval of Eagle Project for Taylor Haws for an Aaron S Richard Memorial on Park Lane Trail

GENERAL INFORMATION:

Taylor Haws will be present for discussion on this item.

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

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

SUBJECT: Consideration of Jody Brown and Ed & Carole McLaughlin's request to opt out of the Recycling Program

GENERAL INFORMATION:

See enclosed letters prepared by Jody Brown and Ed & Carole McLaughlin.

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

Jody Brown
1061 Turnberry Cr
Farmington, Utah 84025
801-560-3565

ACCT # 6.09823.0

February 1, 2011

To Farmington City,

This letter is to inform you that I want to stop recycling service. I am a single person and recycled on my own before this. Due to the economy I will be shutting down all extra services. Please let me know when you will be picking this can up. It takes me months to fill it. My home value dropped and my property taxes have gone up. I am tired of paying for things I don't need.

Thank you,

A handwritten signature in blue ink that reads "Jody Brown". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Jody Brown

21 January 2011

Dear Mayor and City Council,

I respectfully request that our recycling service be discontinued and the recycle container be picked up.

The reason for this request is that my wife and I were on a mission in New Zealand for the past 3 years returning on 20 December. During most of that time a granddaughter was living in the home and then for the past few months my sister. I understand there was an opt-out period but we were unaware of it.

Being seniors without children at home, we do not generate sufficient rubbish to even fill the initial trash container.

The CC&Rs for our subdivision do not allow trash receptacles to be kept in sight of the street which for our house necessitates the use of the garage. Our garage is barely large enough for 2 vehicles as is.

Also, I have attempted to use the recycling program but on 2 of the 3 red pickup days since our return (23 Dec and 20 Jan), the container was placed on the street but was not emptied. On both occasions as I did not know the pick-up schedule, I noticed neighboring containers at street side and even checked to see if they were still full to make sure I was not too late for pick-up.



Ed & Carole McLaughlin
1146 Tee Time Drive
Farmington, Utah 84025
801-200-2136
edcarolemc@gmail.com

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

SUBJECT: Minute Motion Approving Summary Action List

- Approval of Resolution Amending the Storm Water Enforcement Policy
- Approval of Amendment to the Consolidated Fee Schedule – Storm Water Permit Fees
- Approval of Resolution Designating Todd Godfrey as Trustee for Enforcing Delinquent Liens in Special Improvement District
- Approval of Agreement with Shellie Christensen for Janitorial Services for City Hall
- Approval of CLG Grant for Historic Preservation
- Approval of Resolution Authorizing Electronic Meetings
- Approval of “Little Miss” Pageant and Drawing
- Ratification of Approvals of Construction & Storm Water Bond Logs
- Consideration of Re-final Plat Approval for Rice Farms Estates. Phase 5
- Inter-local Agreement with Davis County regarding County Complex

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Ken Klinker, Storm Water Official
Date: January 19, 2011
SUBJECT: **Approval of Farmington City Storm Water Enforcement Policy**

RECOMMENDATION

Approve the attached resolution amending the Farmington City Storm Water Enforcement Policy.

BACKGROUND

A few months ago the Council was approached about beefing up the storm water enforcement policy to motivate builders to do more self-policing at construction sites. It was decided to wait until the new code enforcement policies were adopted. This policy has now been adopted and so an updating of our enforcement policy is in order.

The updated enforcement policy has doubled the value of the civil penalties (fines) for storm water ordinance violations from \$50 to \$100/day/violation. It also allows us to skip the 24 hour Notice of Violation step in cases of repeat offenders or when pollutants are actually entering the storm water system, and go directly to a Stop Work Notice and civil penalty.

The updated policy also requires builders to submit the state-developed Storm Water Pollution Prevention Plan (SWPPP) form for lots within subdivisions that require a SWPPP. This brings us into compliance with federal requirements.

Respectfully submitted,

Ken Klinker
Storm Water Official

Review and Concur

Dave Millheim

FARMINGTON, UTAH

RESOLUTION NO. _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE FARMINGTON CITY STORM WATER ORDINANCE ENFORCEMENT POLICY

WHEREAS, the Farmington City Council has previously adopted the Farmington City Storm Water Ordinance Enforcement Policy; and

WHEREAS, the Farmington City Council desires to amend and update the provisions of the Storm Water Ordinance Enforcement Policy to add provisions regarding civil penalties, bond proceeds, and other enforcement remedies and procedures for violations of the City's Storm Water Ordinance;

WHEREAS, the Farmington City Council has determined that the amendments and updates to the Storm Water Ordinance Enforcement Policy adopted herein are in the best interest of the public and will assist in encouraging compliance with the storm water protection and permitting provisions of Title 16 and the protection of the City's storm drain system.

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

Section 1. Amendments. The Farmington City Council hereby amends the Farmington City Storm Water Ordinance Enforcement Policy to read in its entirety as more particularly set forth in **Exhibit "A,"** attached hereto and incorporated herein by reference.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS ____ DAY OF _____, 2011.

FARMINGTON CITY

ATTEST:

Holly Gadd
City Recorder

By: _____
Scott C. Harbertson
Mayor

EXHIBIT "A"

STORM WATER ORDINANCE ENFORCEMENT POLICY

Farmington City Storm Water Ordinance Enforcement Policy

This Storm Water Ordinance Enforcement Policy ("Enforcement Policy") is intended to provide guidelines and procedures for the enforcement of the provisions of Farmington City Storm Water Ordinance, as more particularly set forth in Title 16 of the Farmington City Municipal Code ("Storm Water Ordinance"). The intent of this Enforcement Policy is to encourage builders and developers in Farmington to police their construction sites and to ensure compliance with the provisions of the Storm Water Ordinance. This self-policing is intended to help ensure that there are fewer incidences of contamination of the City's storm water system which could be violations of the City's Utah Pollutant Discharge Elimination System (UPDES) permit.

Storm Water Ordinance Enforcement Policy:

1. In accordance with applicable provisions of the Storm Water Ordinance, at the time of Building Permit application, the applicant shall submit an application for a Storm Water (Land Disturbance) Permit with its associated fee, an approved UPDES Permit from the State of Utah (this can be obtained on-line at <https://secure.utah.gov/stormwater/>) and a copy of the Storm Water Pollution Prevention Plan (SWPPP) that has been prepared in conjunction with the UPDES Permit or a copy of the contract transferring responsibility for the Developer's SWPPP to the applicant. For lots that are part of a common plan of development, the Common Plan of Development SWPPP shall be used (http://www.farmington.utah.gov/index.php?module=ibcms&fxn=community_development.storm_water).
2. Pursuant to authority set forth in Section 16-03-055 of the Storm Water Ordinance, at the time of Building Permit issuance, the applicant shall post a \$1,000 cash bond to ensure completion of, compliance with, and performance under the terms and conditions of the Storm Water Ordinance, including use of the bond proceeds to remedy violations, cover costs incurred by the City, and for payment of civil penalties imposed in accordance with applicable City Ordinances.
3. If violations of the Storm Water Ordinance are identified, the Storm Water Official may proceed with enforcement actions and remedies as more particularly set forth in Title 16, Chapter 5, regarding violations and enforcement under the Storm Water Ordinance. Such enforcement actions and remedies may include, but are not limited to, testing and monitoring requirements, order to remove obstructions, stop work order, revocation of permit(s), notice of violation, order of compliance, criminal citations and penalties, civil citations and penalties, nuisance claims, damages, and any other remedy or relief provided by ordinance or law.
4. If the Storm Water Official determines that the violation(s) are not dangerous to persons or property, the Storm Water Official may provide the applicant with a Stop Work Notice to be posted at the location of the violation providing 24 hours for the violation to be addressed, and warning that a Stop Work Order will follow if the violation is not remedied within the required time frame. The Storm Water

Official may issue a Stop Work Order immediately if determined necessary to eliminate any danger to persons or property and to leave the site in a safe condition.

5. If a Stop Work Notice is posted at the site, a photo to document the violation(s) will be taken and kept in the building permit file
6. To reinstate a Building Permit once a Stop Work Order has been issued, the permit holder must notify Farmington City the violation has been eliminated and request an inspection of the site. All other provisions of Section 16-05-050 shall be applicable and in compliance.
7. In addition to or instead of a Stop Work Order, the Storm Water Official may issue a civil citation for violations of the Storm Water Ordinance. The issuance of such civil citations shall be pursued in accordance with Title 1, Chapter 15, of the Farmington City Municipal Code. A civil citation may be immediately issued if the violation involves storm drainage, repeat violations, or for any other reason as listed in Section 1-15-100 regarding immediate enforcement.
8. Civil penalties imposed under a civil citation shall be deducted from the bond. The amount of the civil penalty shall be in accordance with the City's civil penalty fee schedule.
9. Each violation of the Storm Water Ordinance will be subject to enforcement action and applicable fines and penalties for each day the violation exists.
10. If the bond amount remaining drops below \$250, a Stop Work Order will be posted at the site preventing work from continuing until the balance of the bond has been increased back up to \$1,000.
11. After the final inspection of the project by the Storm Water Official or his/her designee, the balance of the bond to be released will be computed, and the bond will be released to the applicant.
12. Failure to comply with a Stop Work Order may result in the issuance of a criminal or civil citation, resulting in additional fines or penalties.
13. Criminal or civil citations may be issued to individuals or subcontractors who are identified committing violations of the Storm Water Ordinance, as well as the builder.
14. The Stop Work Order and civil penalties provisions and remedies set forth herein are in addition to all other remedies and enforcement procedures set forth in the Storm Water Ordinance, Title 1 civil penalties provisions, and other applicable provisions of law.
15. A person who contests a civil penalty imposed against him or her under provisions of the Policy is entitled to an administrative hearing that provides for the person's rights of due process in accordance with the provisions of Title 1, Chapter 15, of the Farmington Municipal Code.

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Storm Water Official

Date: January 21, 2011

SUBJECT: **Approval of Consolidated Fee Schedule Storm Water Permit Fees Amendment**

RECOMMENDATION

Approve the attached amendment to the Storm Water Permit Fees in the Consolidated Fee Schedule

BACKGROUND

It was requested that the updated storm water enforcement policy double the value of the civil penalties (fines) for storm water ordinance violations from \$50 to \$100/day/violation (and from \$100 to \$200 if there was actually contamination entering the storm water system). The reinstatement fee will be removed because it is not necessary. This amendment to the Consolidated Fee Schedule will make these changes.

Respectfully submitted,

Ken Klinker
Storm Water Official

Review and Concur

Dave Millheim

Proposed Amendment to the Consolidated Fee Schedule

B9. Storm Water Permit Fees

* Storm Water Permit Application Fee	\$50
* Storm Water Permit Bond	\$1000
* Storm Water Permit Violation Civil Penalty	
- With no contamination of storm water system	\$100
- With contamination of storm water system	\$200



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: February 4, 2011

SUBJECT: **RESOLUTION APPOINTING TODD GODFREY AS TRUSTEE FOR THE PURPOSE OF ENFORCING DELINQUENT ASSESSMENT LIENS**

RECOMMENDATION

By minute motion, approve the attached Resolution appointing Todd Godfrey as trustee for the purpose of enforcing delinquent assessment liens.

BACKGROUND

The City currently has a little over \$40,000 in delinquent assessments from a few residents for unpaid special improvement district (SID) charges. The City must collect these assessments within the statutory time period allowed or the financial burden falls on the general fund and we lose the legal right to make the said collection. All the delinquent parties have been notified and in some cases these have been unpaid for a few years. This resolution authorizes the City Attorney acting as trustee for the City to take all necessary legal steps up to and including a tax sale of the affected properties to get the assessments satisfied. Please note that the vast majority of SID assessments are collected from residents without such steps having to be taken.

Respectfully Submitted

Dave Millheim
City Manager

FARMINGTON, UTAH

RESOLUTION NO. _____

A RESOLUTION DESIGNATING TODD J. GODFREY AS TRUSTEE PURSUANT TO *UTAH CODE ANN.* 11-42-502, FOR THE PURPOSE OF ENFORCING DELINQUENT ASSESSMENT LIENS IMPOSED UNDER CITY ORDINANCE NO. 2005-26 AFFECTING PROPERTIES IN FARMINGTON UTAH SPECIAL IMPROVEMENT DISTRICT NO. 2003-1.

WHEREAS, Farmington City has passed an ordinance levying an assessment against certain properties in Farmington Utah Special Improvement District No. 2003-1 for the purpose of paying the costs of constructing improvements on certain streets within the special improvement district; and

WHEREAS, the assessment on certain of the properties within the Farmington Utah Special Improvement District No. 2003-1 have not been paid; and

WHEREAS, Farmington City has repeatedly provided written notice to property owners with delinquent assessments that the City would begin collection proceedings against them if the special assessments remained unpaid;

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

Appointment. Todd J. Godfrey of Mazuran & Hayes, P.C. is hereby appointed Trustee under *Utah Code Ann.* § 11-42-502, for the purpose of enforcing the special assessments imposed under City Ordinance No. 2005-26. Pursuant to the provisions set forth in that Ordinance and *Utah Code Ann.* § 11-42-502, said Trustee shall be deemed to have a power of sale and all other rights, power and authority necessary to legally and lawfully foreclose the liens for the delinquent assessments.

Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS ____ DAY OF _____, 2011.

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Scott C. Harbertson
Mayor



FARMINGTON CITY

SCOTT C. HARBERTSON
ALDERMAN

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council
From: Keith Johnson, Finance Director
Date: February 9, 2011
Subject: Custodial Agreement with Shellie Christensen.

RECOMMENDATION

Approve the agreement with Shellie Christensen for the custodial contract for the cleaning of the City Hall.

BACKGROUND

The City has had Shellie doing the custodial work for the city hall, but never changed the contract since we moved into the new city hall. Also the area that was finished and is now occupied by CRS needed to be added to the contract. This is to finalize a contract with her to do the custodial work for the City. Max looked at this when we moved into the new city hall to ensure that the price was at the correct rate and it is set at the market rate. We have put into the agreement that the City has the right if it so chooses to bid this out on a yearly basis.

Respectfully Submitted,

Keith Johnson,
Finance Director

Review and Concur,

Dave Millheim,
City Manager

AGREEMENT

THIS AGREEMENT, entered into this _____ day of February 2011, by and between **FARMINGTON CITY**, a municipal corporation, hereinafter "City" and Shellie Christensen, P. O. Box 723, Farmington, Utah, hereinafter "Contractor".

WITNESSETH:

WHEREAS, Contractor is desirous of providing janitorial services for the City; and

WHEREAS, City is desirous of engaging Contractor for such janitorial service.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Contractor agrees to provide janitorial services for City at the Farmington City Municipal Building, 160 South Main Street, Farmington, Utah, in accordance with the attached hereto as Attachment "A" and by reference made a part hereof. This agreement will commence as of January 1, 2011, and is for an indefinite period of time.

2. For such janitorial service, Contractor shall be paid ONE THOUSAND SEVEN HUNDRED FIFTY TWO DOLLARS (\$1752.00) per month or the proportionate amount for a part of the month upon termination hereof.

3. For such consideration, Contractor shall furnish all necessary manpower and equipment necessary to complete the janitorial requirements for cleaning of said building except that the City will furnish a floor scrubber and vacuum for Contractor's use on the project. The City will additionally furnish: light bulbs, trash bags, soap, tissue, and paper towels. Contractor will furnish all other necessary quality cleaning and other janitorial materials and supplies necessary. Any person employed by the Contractor to assist in cleaning the building will be the responsibility of the Contractor. Said person will not be considered an employee of the City. No additional compensation will be paid to the contractor for any person hired to perform any duties described in Attachment "A". Contractor agrees to be responsible for Workers Compensation Insurance and any and all payroll tax deductions for any employee hired.

4. Either party may cancel this Agreement upon either party giving the other thirty (30) days prior written notice. The City reserves the right to bid out the janitorial services on an annual basis if it deems appropriate.

5. Contractor agrees to indemnify and hold harmless City, its agents, and employees from all claims, damages, demands, actions, costs, and charges, including attorney's fees, arising out of or by reason of Contractor's negligence or the operation of Contractor's business and against any loss City may suffer as a result of any negligent acts or the deliberate or willful acts on the part of Contractor, his agents, or employees.

6. This Agreement cannot be assigned by either party without the prior written consent of the other.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

FARMINGTON CITY:

By: _____
Scott C. Harbertson
Mayor

ATTEST:

Holly Gadd
City Recorder

CONTRACTOR:

By: _____
Shellie Christensen
P. O. Box 723
Farmington, Utah 84025
548-3704

ATTACHMENT "A"
Farmington City Hall Building Maintenance
Schedule of Services

- 1. DAILY Services Required:** (5 days/week as needed)
 - Empty all waste baskets, carry trash to dumpster.
 - Vacuum all carpeted areas.
 - Sweep all tiled surfaces.
 - Clean spots from carpet.
 - Empty/clean ash trays.
 - Clean glass and doors in entryways.
 - Wipe table tops and counter areas.
 - Police grounds, pickup debris.
 - Clean restrooms and mop floors.
 - Check supplies in restrooms. (Supplies furnished by City.)

- 2. WEEKLY Services Required:**
 - Sweep/scrub sidewalk in main entrance (cobwebs/bugs).
 - Dust all ledges and window sills.
 - Perform low-area dusting (desk sides, chairs, etc.)
 - Clean desk tops.
 - Dust telephones and machines.
 - Vacuum lobby furniture, corners and edges of carpeting.
 - Spot clean doors, door frames, partitions.
 - Spot clean around wall switches.
 - Wipe down all plastic and leather furniture.
 - Wipe down vending machine, stove, refrigerator, microwave.
 - Wash down walls and partitions in restrooms.
 - Clean kitchen sinks.

- 3. MONTHLY Services Required (as needed):**
 - Perform high area dusting (above eye level).
 - Dust ledges and picture frames.
 - Brush down ceiling vents.
 - Clean and polish all wooden furniture.
 - Vacuum blinds - office furniture.
 - Wash all waste receptacles.
 - Mop plastic floor mats.

- 4. QUARTERLY Services Required (as needed):**
 - Windows washed inside and out.
 - Replace light bulbs (as needed).
 - Clean microwave, stove and refrigerator.



FARMINGTON CITY

SCOTT C. HARBERTSON
CITY CLERK

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Dave Millheim, City Manager
Date: February 4, 2011
SUBJECT: **CLG GRANT FOR HISTORIC PRESERVATION**

RECOMMENDATION

My minute motion, authorize the Mayor to sign the attached CLG grant application of \$5,200 which if awarded would require the City matching portion to be \$2600 to be paid from the General Fund.

BACKGROUND

Alysa Revell, Chair of Historic Preservation Commission has authored and submitted the attached historic preservation grant application. This grant would allow for preparing an historical timeline display in City Hall, a walking tour brochure with displays, document storage and funds to pursue other grants. The filing deadline for this grant is February 11th and with the cancellation of the February 1st City Council meeting, we had the Mayor already sign the application so that we could submit and be compliant with the requirements. Should the City elect not approve the matching contribution and we win the grant, we would have to turn do the funding source. Obviously, staff felt that probability small so we met ahead with the application submittal. We also want to support the efforts of our Historical Preservation Commission who have been successful for several years in securing these grants..

Respectfully Submitted

Dave Millheim
City Manager

David Millheim, Keith Johnson
City Offices
Farmington, Utah 84025

Re: 2011-2012 Certified Local Government (CLG) Grant

February 2, 2011

Dear David and Keith-

Farmington City is eligible for another CLG grant. This is a 50% matching grant from the Utah State Historic Preservation Office. The Farmington Historic Preservation Commission uses this grant as our operating budget and has been able to complete some great projects with it. Recent projects have included: paying for attorneys and consultants to advise the City on historic preservation ordinance creation and implementation; public education and workshops; and obtaining historical markers for local National Register-listed buildings. Attached is a page with the projects we'd like to complete using this next grant.

The City is eligible for up to \$10,000, but we understand the budget is tight and have scaled down our projects accordingly. (Past years' grant-match totals have ranged between \$4500 and \$6880.) The application is due on February 11th, so I need to get the amount approved by the City Council as soon as possible. I can get the paperwork finished and delivered to the SHPO as soon as I have the OK.

Thanks!



Alysa Revell
Chair , Farmington City Historic Preservation Commission
447-4397 or 801-644-6165 cell
alysa_revell@yahoo.com

2011-2012 CLG Grant Proposed Projects

- \$400 for vinyl lettering historical timeline to be permanently installed in City Hall staircase
- \$200 for Historic Downtown Farmington Walking Tour brochure: update and printing
- \$1500 for 5 historical marker plaques on National Register listed or eligible sites:
 - 93 E. 100 N. James Wilcox house (listed)
 - 49 E. 500 N. John W. Taylor house (listed)
 - Haight House (eligible)
 - Cemetery (eligible)
 - Gideon Brownell house (eligible - in listing process)
- \$800 for fireproof file cabinets for Preservation Commission's collection of Intensive Level Surveys, National Register documents, historic journals and historic photographs
- \$2000 for nomination of Main Street "Sycamore Historic District" to National Register (research paperwork has been completed). This project is contingent upon the support of district's property owners.
- \$300 for attendance at local preservation conferences by interested Preservation Commissioners, City Council members, Planning Commissioners and City Staff.

Total grant amount: \$5200 (City pays half, \$2600)

Utah Certified Local Government Program Grant Application 2011-2012

The purpose of this grant program is to assist local governments in documenting and preserving their historic buildings and archaeological sites.

The grants consist of federal and state funds and require a 50/50 match of local funds or donated services. Only local governments that have been "certified" by the State Historic Preservation Office and the National Park Service are eligible to receive these grants. Please only submit one grant application per CLG.

Please complete both sections of this application and return it by **February 11, 2011** (postmarked), to:

- Debbie Dahl, State Historic Preservation Office, 300 S. Rio Grande Street, SLC, Utah, 84101
- Or email to ddahl@utah.gov

Notification of grant awards will be made by the end of March. The grant period runs from April 1 to August 31 of the following year (16 months). Questions: contact Barbara Murphy 801-533-3563, bmurphy@utah.gov, or Debbie Dahl 801-533-3537, ddahl@utah.gov.

APPLICATION – Section 1

A. NAME OF CLG	Farmington City		
B. CONTACT PERSON (CLG chair or city/co. staff)	Alysa Revell, Farmington City Hist Pres Commission chair		
Address	P.O. Box 160, Farmington, UT 84025		
Telephone number	801-644-6165	Alternate 801-447-4397	
E-mail	alysa_revell@yahoo.com		
C. GRANT REQUEST ¹	\$2600		
D. LOCAL MATCH ²	\$2600	Source ³ General Fund	Type ⁴ Cash
E. PROPOSED TOTAL PROJECT BUDGET ⁵	\$5200		
F. STATE LEGISLATIVE SENATE DISTRICT #	22	G. STATE LEGISLATIVE HOUSE OF REPRESENTATIVES DISTRICT #	17

¹ Grant Request must be no more than 50% of the Total Project Budget. This amount is reimbursable.

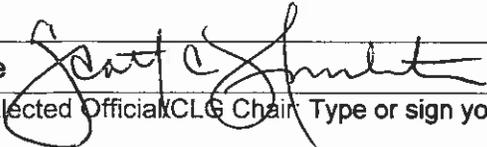
² Must be equal to or greater than the Grant Request.

³ General funds, CDBG, volunteers, etc.

⁴ Cash, in-kind services, etc.

⁵ Should be the same as item number 14, which is the total cost of all proposed activities. Remember that at least half of the Total Project Budget must consist of cash expenditures.

Recipients of grants under this program are obligated to comply with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. These acts provide that no person in the United States shall, on the ground of race, color, national origin, handicap, sex, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance. Submission of this application implies commitment to comply with this requirement.

Name 	Date
--	------

Chief Elected Official/CLG Chair Type or sign your name here to certify the info is correct

CLG GRANT APPLICATION – Section 2: PROPOSED SCOPE OF WORK

Complete **only** the sections that apply to your proposed activities for the coming year. Please be as specific as possible in explaining your proposed projects, particularly in estimating costs and describing the quantity and quality of the "products" your project will generate.

1. PROGRAM ADMINISTRATION

Staff and office expenses associated with the operation of a local historic preservation center, grants management, travel to and attendance at in-state CLG workshops, preservation organization memberships and subscriptions, and other eligible administrative activities (should not exceed 15% of total program budget.)

Administration (meetings, filling out forms, etc.)		
City employee:	hours at \$	per hour
Volunteer:	hours at \$7.25 per hour	
Travel:	miles at 50 ¢ per mile	
Misc. office supplies, postage, etc.		
Rent equivalent of office space @ \$		per month
Other:		
Other:		
Total Program Administration Cost		

2. RECONNAISSANCE-LEVEL SURVEY

Systematic architectural survey conducted by professional consultants or unsystematic archaeological survey conducted by qualified archaeologists. (See professional requirements in Appendix A.) Architectural survey products include photographs of all buildings in the survey area (old and new), a survey map, computerized survey data (submitted in electronic format), and a survey report with recommendations for future research. The consultant rate is approximately \$15 per building. Archaeological surveys must generate completed IMACS forms for each site.

Product: The proposed survey will include approximately _____ buildings or sites. The survey area is as follows:		
Costs		
Professional consultant,	buildings or sites at \$	each
Volunteer assistants,	hours @ \$7.25 per hour	
Other costs (specify)		
Total Reconnaissance Survey Cost		

3. INTENSIVE-LEVEL SURVEY

Historical documentation of "potentially eligible" buildings identified in the reconnaissance survey, OR, systematic archaeological survey involving comprehensive survey of all areas within survey boundaries. Archaeological surveyors and paid historical site surveyors must meet professional requirements (see Appendix A). Whether completed by professional consultants or trained volunteers, the documentation must meet state standards. Consultants charge \$700-\$900 per building.

Product: Intensive-level documentation will be completed for the following properties (list or briefly describe):		
Professional consultant,	buildings or sites at \$	each
		\$
Trained volunteers,	hours @ \$7.25 per hour	
		\$
Film and developing cost:		\$
Other costs (specify)		\$
Total Intensive Survey Cost		\$

4. NATIONAL REGISTER NOMINATIONS

Involves completing forms and all supporting documentation for National Register designation of significant structures and sites. It is usually best to hire a consultant to complete these complex forms. Consultants must meet professional requirements (see Appendix A). Consultants charge approximately \$1,200-\$1,500 per nomination.

Product: Number of National Register nominations to be completed (list or briefly describe the proposed nominations):		
<p>One nomination for a National Register Historic District on Main Street. The research paperwork has been completed, using our last CLG grant, and we are ready to start working on the nomination. This project is subject to the continuing support of the proposed district's property owners.</p>		
Professional consultant, one district at \$ 2,000 each		\$ 2,000
Trained volunteers,	hours @ \$7.25 per hour	\$
Film and developing cost:		\$
Other costs (specify)		\$
Total National Register Cost		\$ 2,000

5. PRE-DEVELOPMENT

Preparation of feasibility studies, working drawings, and specifications for the rehabilitation, preservation, and stabilization of properties eligible for the National Register. Projects must meet state standards and should be performed by appropriate professionals (i.e., architects or engineers; see professional requirements, Appendix A).

Product: Number of pre-development projects to be completed (briefly describe each project):	
Professional services	\$
Other costs (specify):	\$
Other costs:	\$
Other costs:	\$
Total Pre-Development Cost	\$

6. DEVELOPMENT

Labor and material costs for rehabilitating National Register properties (must be on the Register prior to rehab work). Most projects will likely be single activities, such as re-roofing, painting, window repair, etc. All projects should have "Pre-development" studies completed in advance. All proposed work must meet the Secretary of the Interior's "Standards for Rehabilitation." Selection of the property to receive the grant should be based on an open and fair selection process.

Product: Rehabilitation work will be completed on the National Register property known as: (historic name and address)	
Briefly describe proposed work (drawings and specifications may be required at a later date):	
Professional services (specify):	\$
Professional services (specify):	\$
Materials(specify):	\$
Other costs (specify):	\$
Other costs:	\$
Total Pre-Development Cost	\$

7. PUBLIC EDUCATION

Tours, slide presentations, lectures, brochures, books, historical markers, etc.; must be related to historic or archaeological sites. Briefly describe the proposed project, specify the type and quantity of the "product" and break down the costs as specifically as possible. (All printed material will need to include the Statement of Equal Opportunity and Funding.)

Product or activity: Metal marker plaques to be placed at the following historic sites:		
1-	93 E. 100 N. James Wilcox house	
2-	49 E. 500 N. John W. Taylor house	
3-	126 W. 600 N. Hector Haight house	
4-	200 N. Farmington City Cemetery, est. 1860	
5-	Gideon Brownell house	
Professional services:	hours at \$ per hour	\$
Volunteer time:	hours at \$7.25 per hour	\$
Other costs (specify):	4 small markers @\$300 ea., 1 large marker @ \$400	\$ 1500

Product or activity: Update and reprinting of Historic Downtown Farmington Walking Tour brochure. First created in 2006, our walking tour needs a quick update and new brochures printed.		
Professional services:	hours at \$ per hour	\$
Volunteer time:	hours at \$7.25 per hour	\$
Other costs (specify):	Printing costs for approx. 400 brochures	\$ 200

Product or activity: Historical timeline, rendered in vinyl, to be permanently installed in Farmington City Hall. Will include information and photos of historical sites in the city.		
Professional services:	hours at \$ per hour	\$
Volunteer time:	hours at \$7.25 per hour	\$
Other costs (specify):	Total project cost, including installation	\$ 400
Other costs:		\$
Total Public Education Cost		\$ 2100

8. PRESERVATION PLANNING

Establishing and updating local historic preservation plans, and related activities. If proposing to become a Certified Local Government, relate activities to meeting CLG requirements.

Product or activity:		
Professional services:	hours at \$	per hour
Volunteer time:	hours at \$7.25 per hour	
Other costs (specify):		
Other costs:		
Total Planning Cost		

9. PURCHASE EQUIPMENT

List each item of equipment that will be purchased and give a brief explanation of its intended use.

Type of equipment:	2 Fireproof/waterproof file cabinets
To be used for: Safe storage of the Farmington Historic Preservation Commission's collections of historic photographs, maps, pioneer journals, ILSeS and National Register documents, and other fragile records going back to the beginning of the city's founding. These records are referred to constantly as we help residents and others research historic sites. We believe we can get additional items loaned or donated once we can ensure their safety. Currently, everything is stored at the Farmington City Historical Museum in regular file cabinets. If the museum had a fire or incurred water damage, the collection would be in danger of being ruined.	
Total Equipment Cost	\$ 800

10. COLLECT LOCAL HISTORICAL AND ARCHAEOLOGICAL RECORDS

*Records collection is eligible only if the records can be used to help document historic buildings or archaeological sites. Collect oral histories, old photographs, microfilmed newspapers, municipal records, census records, etc. Document existing archaeological collections and tie them into points of ongoing or existing site records. Describe what records will be collected, how many, by whom, and where they will be kept. Estimate the hours and costs even if the records are "miscellaneous." **Records collection costs are limited to 25% of the total project budget.***

Type and quantity of records:		
Records will be kept at:		
Volunteer time:	hours at \$7.25 per hour	\$
Professional services:	hours at \$	per hour
Other costs:		\$
Total Records Collection Cost		\$

11. OTHER ACTIVITIES

Attendance at out-of-state historic preservation conferences, and other activities that do not readily fit a category above. Please be as specific as possible and give separate dollar amount estimates for each proposed activity.

Product or Activity	Amount
Attendance at in-state preservation conferences by interested members of the Farmington City Historic Preservation Commission, City Council, Planning Commission, and Staff.	\$ 300
	\$
Total Other Activities Cost	\$300

12. TOTAL PROJECT BUDGET	\$5200
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Total of items 1-11

13. PROGRAM INCOME	\$0
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If income will be generated within the grant period by any of the grant activities (the sale of books, etc.) then list the activity and the estimated dollar amount of income. According to federal guidelines, the Total Project Budget must be reduced by this amount.

14. REVISED TOTAL PROJECT BUDGET	\$5200
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*Total Project Budget (item 12) minus Program Income (item 13).
This amount should be the same as Item E Section I.*

APPENDIX A

Professional Qualifications Standards

Consultants hired for CLG projects should meet the following qualifications.

In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

Archaeologist

(a) Prehistoric Archaeology - Graduate degree in Anthropology or Prehistoric Archaeology, plus 2.5 years full-time professional experience; or (b) Historic Archaeology - Graduate degree in Anthropology or Historic Archaeology, plus 2.5 years full-time professional experience. Must have or be able to obtain a survey permit from the Public Lands Policy Coordinating Office (9-8-305).

Architect, Historical

(a) State Government-recognized license to practice Architecture plus 2 years full-time professional experience; or (b) a Masters of Architecture degree with course work in Historic Preservation or a closely related field, plus 2 years full-time professional experience; or (c) a Bachelor's of Architecture with one year of graduate study in Historic Preservation or a closely related field plus 2 years full-time professional experience.

Architectural Historian

(a) Graduate degree in Architectural History or a closely related field, plus 2 years full-time professional experience; or (b) an undergraduate degree in Architectural History or a closely related field, plus 4 years full-time professional experience.

Historian

(a) Graduate degree in History or a closely related field, plus 2 years full-time professional experience; or (b) an undergraduate degree in History or a closely related field, plus 4 years full-time professional experience.



300 S. Rio Grande Street, Salt Lake City, UT 84101

history.utah.gov

CLG PROGRAM REVIEW

Name of Certified Local Government: Farmington City

The purpose of this review is to ensure that the fundamental elements of a CLG program are in place. This is the federal government's way of ensuring the quality of local preservation commission's programs which receive federal money through the CLG program, meet the minimum requirements of the program.

Please return this program review form by the required deadline. This form must be returned before future grants can be awarded. Thank You.

A. Program Administration

1. Has your CLG sent a representative to at least one informational or educational meeting per year, e.g., CLG Workshop, Utah Heritage Foundation Conference, National Trust Conference, etc.?

Yes

2. Did your CLG use its entire grant in the most recently completed grant period? If not, please explain.

No. The Intensive Level Surveys were less expensive than we had budgeted for.

3. Are financial records well-organized and kept for at least 4 years?

Yes.

4. Please provide information regarding your Historic Preservation Commission chair and an employee or elected official of the local government. All grant applications, workshop notices, and other program information will be sent to these people.

City/County Employee or Elected Official:

Name & Title: Dave Millheim, Farmington City Manager

Address: 160 South Main Street, Farmington, UT 84025

Phone Number: 801-939-9203 Email: dmillheim@farmington.utah.gov

CLG Chairperson:

Name & Title: Alysa Revell, Farmington Historic Preservation Commission Chair

Address: 208 West State Street, Farmington, UT 84025

Phone Number: 801-644-6165 Email: alysa_revell@yahoo.com

B. Historic Preservation Commission

1. Provide a copy of your current preservation ordinance, or a direct website link to the city/counties current preservation ordinance.

http://history.utah.gov/historic_buildings/certified_local_government/documents/Farmington%20ordinance.pdf

2. Does the commission consist of at least five members who have a demonstrated interest, experience, or knowledge of historic preservation? **Yes**

3. To the extent possible, do at least two commission members meet the minimum requirements for "professionals" (historian, architect, archaeologist, planner, etc.)? [This requirement can be waived if there are no professionals available or interested in serving on the commission.] **We always have at least one and often two or three "professionals," plus our City Planner often attends our meetings and provides helpful input.**

4. Provide a *Historic Preservation Commission Member Form* (copy enclosed) or a resume for each commission member. **These must be on file before future grants can be awarded.**

5. Does the commission meet at least twice each year? (Monthly is preferred.) **Monthly, plus extra meetings when needed.**

6. Are written minutes kept of each commission meeting? If so, are they available to the public? How? (i.e. city/county website.) **Yes. They are both filed with the city and kept in the Preservation Commission's files.**

7. Does the commission conduct business in accordance with the Open Public Meeting Laws, including public notification or posting of meeting place, time and agenda? **Yes.**

C. Program Activities

1. Are all of your survey and inventory materials compatible with the statewide inventory of historic and archeological sites? **Yes.**

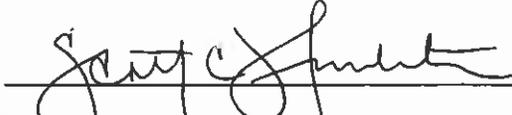
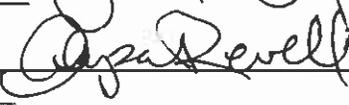
2. Have all survey forms from previous years been submitted to the State Historic Preservation Office for entering into the Historic Sites Database? **Yes.**

3. Is your survey information kept in a local repository that is accessible to the public? **Yes.**

4. Have National Register nominations submitted by your CLG been properly evaluated and forwarded to the SHPO with a recommendation? **Yes.**

5. Have you had a reconnaissance level survey (RLS) of your community in the past 10 years? If not, it would be wise to have this done. If you have never completed a RLS, we strongly recommend you complete one before you apply for a grant for any other project. **Yes, we just had one completed.**

D. CLG Representative Comments (if any.) For example, what would make this program work better for you?

Signatures:
Chief Elected Official: 
Date: _____
CLG Chairperson: 
Date: 2-03-11

To Be Completed By SHPO Staff

E. SHPO Comments:
I certify that the Certified Local Government of _____
_____ conforms with State and National Park Service procedures.
_____ will be in conformance when... (see above)
_____ is not in conformance with procedures; recommend decertification
Reviewer: _____ **Date:** _____
Deputy State Historic Preservation Officer

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: February 3, 2011

SUBJECT: APPROVAL OF RESOLUTION AUTHORIZING ELECTRONIC MEETINGS

RECOMMENDATION

Approve the attached Resolution prepared by Todd Godfrey.

BACKGROUND

Todd Godfrey prepared a Resolution authorizing the City to hold electronic meetings if there is a situation where we don't have enough Council members to make a quorum. It is required by law to have a Resolution in place to hold such a meeting.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL SETTING FORTH RULES FOR CONDUCTING PUBLIC MEETINGS AND HEARINGS OF THE CITY COUNCIL, PLANNING COMMISSION, AND BOARD OF ADJUSTMENT USING ELECTRONIC MEANS

WHEREAS, *Utah Code Ann. § 52-4-207* authorizes public bodies to hold public hearings and meetings via electronic communication and requires the City Council to establish written procedures governing electronic meetings: and

WHEREAS, the City Council finds that it would be advantageous to hold public meetings or hearings via electronic communication for the ease and convenience of the City Council, Planning Commission, and Board of Adjustment: and

WHEREAS, the City Council finds that in some instances holding meetings and hearings via electronic communication will permit the City Council, Planning Commission, and Board of Adjustment to include members of those bodies who may not otherwise be able to attend:

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

Section 1. Adoption. The "Electronic Meetings Policy," attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS ____ DAY OF FEBRUARY, 2011.

FARMINGTON CITY

ATTEST:

City Recorder

By: _____

Mayor

FARMINGTON CITY RULES, POLICIES AND PROCEDURES FOR ELECTRONIC MEETINGS

Electronic Meetings.

- (1) Definitions. As used in this Policy:
 - (i) "Anchor location" means the physical location from which the electronic meeting originates or from which the participants are connected.
 - (ii) "Electronic meeting" means a meeting of a public body convened or conducted by means of a conference using electronic communications.
 - (iii) "Public body" means the City Council, Planning Commission or Board of Adjustment.
 - (iv) "Public hearing" means a portion of a meeting at which comments from the public will be accepted.
 - (v) "Public statement" means a statement made in the ordinary course of business of the public body with the intent that all other members of the public body receive it.
- (2) Notice. The public body may, by following the procedures and requirements of this Policy, convene and conduct an electronic meeting. The public body convening or conducting an electronic meeting shall:
 - (i) Give public notice of the meeting pursuant to *Utah Code Ann.* § 52-4-202 and other applicable provisions of the Utah State Code;
 - (ii) Post written notice at the anchor location;
 - (iii) Provide notice of the electronic meeting to the members of the public body at least 24 hours before the meeting so that they may participate in and be counted as present for all purposes, including the determination that a quorum is present: in accordance with *Utah Code Ann.* § 52-4-202(5)(a), this notice may be disregarded if because of unforeseen circumstances it is necessary for the public body to hold an emergency meeting to consider matters of an emergency or urgent nature and the best notice practicable is given; and
 - (iv) Provide a description of how the members will be connected to the electronic meeting.
- (3) Location. An anchor location shall be established for the public meeting which is in the building and political subdivision where the public body would normally meet if they were not holding an electronic meeting. Space and facilities shall be provided at

the anchor location so that interested persons and the public may attend and monitor the open portions of the meeting. If the meeting is a public hearing, space and facilities will be provided at the anchor location so that interested persons and the public may attend, monitor and participate in the open portions of the meeting.

- (4) Procedures Governing Electronic Meeting. The procedures to be followed at the electronic meeting shall be the same as those followed by the public body in a non-electronic open and public meeting of the public body. The meeting shall be held pursuant to the agenda posted for that meeting. Prior to commencing the electronic meeting, an electronic link shall be established with all participants and the anchor location. Minutes shall be kept for the meeting in accordance with the requirements of the Open Meetings Law. Following passage of a motion to adjourn, the electronic link shall be terminated and the meeting shall be deemed concluded.
- (5) Participation. All interested parties shall be able to either hear public statements made by all members of the public body participating in the meeting, or be able to view and hear all members participating in the meeting. In addition, all interested parties shall be able to participate in a public hearing by having their voices or their voices and images conveyed live to all members of the public body. Nothing in this policy may be construed to interfere with accommodations made under the Americans With Disabilities Act.
- (6) Statement. Each agenda for an electronic meeting shall include the following statement:

Meetings of the Farmington City Council (Planning Commission/Board of Adjustment) may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Rules, Policies and Procedures established by the Governing Body for electronic meetings.

28 52-4-207, as last amended by Laws of Utah 2007, Chapter 45

29

30 *Be it enacted by the Legislature of the state of Utah:*

31 Section 1. Section 52-4-103 is amended to read:

32 **52-4-103. Definitions.**

33 As used in this chapter:

34 (1) "Anchor location" means the physical location from which:

35 (a) an electronic meeting [~~originates~~] may originate; or

36 (b) the participants are connected.

37 (2) "Convening" means the calling of a meeting of a public body by a person

38 authorized to do so for the express purpose of discussing or acting upon a subject over which
39 that public body has jurisdiction or advisory power.

40 (3) (a) "Electronic meeting" means a public meeting convened or conducted by means
41 of a conference using electronic communications.

42 (b) "Electronic meeting" may include, provided that the requirements of a meeting
43 under Subsection (4) are met, one or more communications conducted by instant messaging,
44 electronic chat, or the transmission of an electronic or written communication between
45 members of a public body.

46 (4) (a) "Meeting" means the convening of a public body, with a quorum present,
47 including a workshop or an executive session whether the meeting is held in person or by
48 means of electronic communications, for the purpose of discussing, receiving comments from
49 the public about, or acting upon a matter over which the public body has jurisdiction or
50 advisory power.

51 (b) "Meeting" does not mean:

52 (i) a chance meeting;

53 (ii) a social meeting; or

54 (iii) the convening of a public body that has both legislative and executive

55 responsibilities where no public funds are appropriated for expenditure during the time the
56 public body is convened and:

57 (A) the public body is convened solely for the discussion or implementation of
58 administrative or operational matters for which no formal action by the public body is required;

59 or

60 (B) the public body is convened solely for the discussion or implementation of
61 administrative or operational matters that would not come before the public body for
62 discussion or action.

63 (5) "Monitor" means to hear or observe, live, by audio or video equipment, all of the
64 public statements of each member of the public body who is participating in a meeting.

65 (6) "Participate" means the ability to communicate with all of the members of a public
66 body, either verbally or electronically, so that each member of the public body can hear or
67 observe the communication.

68 (7) (a) "Public body" means any administrative, advisory, executive, or legislative body
69 of the state or its political subdivisions that:

70 (i) is created by the Utah Constitution, statute, rule, ordinance, or resolution;

71 (ii) consists of two or more persons;

72 (iii) expends, disburses, or is supported in whole or in part by tax revenue; and

73 (iv) is vested with the authority to make decisions regarding the public's business.

74 (b) "Public body" does not include a:

75 (i) political party, political group, or political caucus; or

76 (ii) conference committee, rules committee, or sifting committee of the Legislature.

77 (8) "Public statement" means a statement made in the ordinary course of business of
78 the public body with the intent that all other members of the public body receive it.

79 (9) (a) "Quorum" means a simple majority of the membership of a public body, unless
80 otherwise defined by applicable law.

81 (b) "Quorum" does not include a meeting of two elected officials by themselves when
82 no action, either formal or informal, is taken on a subject over which these elected officials
83 have advisory power.

84 (10) "Recording" means an audio, [or] an audio and video, or a complete verbatim and
85 graphical record of the proceedings of a meeting that can be used to review the proceedings of
86 the meeting.

87 Section 2. Section 52-4-207 is amended to read:

88 **52-4-207. Electronic meetings -- Authorization -- Requirements.**

89 (1) A public body may convene and conduct an electronic meeting in accordance with

90 this section.

91 (2) (a) A public body may not hold an electronic meeting unless the public body has
92 adopted a resolution, rule, or ordinance governing the use of electronic meetings.

93 (b) The resolution, rule, or ordinance may:

94 (i) prohibit or limit electronic meetings based on budget, public policy, or logistical
95 considerations;

96 (ii) require a quorum of the public body to:

97 (A) be present at a single anchor location for the meeting; and

98 (B) vote to approve establishment of an electronic meeting in order to include other
99 members of the public body through an electronic connection;

100 (iii) require a request for an electronic meeting to be made by a member of a public
101 body up to three days prior to the meeting to allow for arrangements to be made for the
102 electronic meeting;

103 (iv) restrict the number of separate connections for members of the public body that are
104 allowed for an electronic meeting based on available equipment capability; [or]

105 (v) establish one or more anchor locations for the public meeting, at least one of which
106 is in the building and political subdivision where the public body would normally meet if it
107 were not holding an electronic meeting;

108 (vi) provide space and facilities at the anchor location so that interested persons and the
109 public may attend and monitor the open portions of the meeting;

110 (vii) if comments from the public will be accepted during the electronic meeting,
111 provide space and facilities at the anchor location so that interested persons and the public may
112 attend, monitor, and participate in the meeting in a manner that affords them access to all of the
113 records of the meeting; and

114 ~~(viii)~~ (viii) establish other procedures, limitations, or conditions governing electronic
115 meetings not in conflict with this section.

116 (3) A public body that convenes or conducts an electronic meeting shall~~[-(a)]~~ give
117 public notice of the meeting:

118 ~~(i)~~ (a) in accordance with Section 52-4-202; and

119 ~~(ii)~~ post written notice at the anchor location;

120 ~~(b)~~ in addition to giving public notice required by Subsection (3)(a), provide:

- 121 ~~[(i) notice of the electronic meeting]~~
122 (b) to the members of the public body at least 24 hours before the meeting so that they
123 may participate in and be counted as present for all purposes, including the determination that a
124 quorum is present[; and].
- 125 (4) Public notice under Subsection (3) shall:
126 ~~[(ii)]~~ (a) include a description of how the members of the public body will be
127 connected to the electronic meeting[;]; and
128 ~~[(c) establish one or more anchor locations for the public meeting, at least one of which~~
129 ~~is in the building and political subdivision where the public body would normally meet if they~~
130 ~~were not holding an electronic meeting.]~~
131 ~~[(d) provide space and facilities at the anchor location so that interested persons and~~
132 ~~the public may attend and monitor the open portions of the meeting; and]~~
133 ~~[(e) if comments from the public will be accepted during the electronic meeting;~~
134 ~~provide space and facilities at the anchor location so that interested persons and the public may~~
135 ~~attend, monitor, and participate in the open portions of the meeting.]~~
136 (b) be given each time a topic to be considered at an electronic meeting has not been
137 listed as an agenda item on the meeting agenda as required in Subsection 52-4-202(6).
- 138 (5) If there is no anchor location designated for the electronic meeting, the public body:
139 (a) shall conduct the electronic meeting so that interested persons and the public may
140 attend, monitor, and participate in the electronic meeting in a manner that affords them access
141 to all of the records of the meeting; and
142 (b) may not close a meeting as otherwise allowed under this part.
- 143 (6) (a) Written minutes and a recording shall be kept of all electronic meetings as
144 required in Section 52-4-203.
145 (b) Written minutes are the official record of action taken at the electronic meeting as
146 provided in Section 52-4-203.
147 (c) Notwithstanding Subsection 52-4-203(3), the secretary of a public body conducting
148 an electronic meeting shall delete from a recording any:
149 (i) pornographic material, as defined in Section 76-10-1203; and
150 (ii) obscene material, as defined in 20 U.S.C. Sec. 9101.
151 ~~[(4)]~~ (7) Compliance with the provisions of this section by a public body constitutes

152 full and complete compliance by the public body with the corresponding provisions of Sections
153 52-4-201 and 52-4-202.

Legislative Review Note
as of **1-11-11 2:35 PM**

Office of Legislative Research and General Counsel

FISCAL NOTE

H.B. 106

SHORT TITLE: Electronic Meetings Revisions

SPONSOR: Daw, B.

2011 GENERAL SESSION, STATE OF UTAH

STATE GOVERNMENT (UCA 36-12-13(2)(b))

Enactment of this bill likely will not materially impact the state budget.

LOCAL GOVERNMENTS (UCA 36-12-13(2)(c))

Enactment of this bill likely will not result in direct, measurable costs and/or benefits for local governments.

DIRECT EXPENDITURES BY UTAH RESIDENTS AND BUSINESSES (UCA 36-12-13(2)(d))

Enactment of this bill likely will not result in direct, measurable expenditures by Utah residents or businesses.

2/3/2011, 06:04 PM, Lead Analyst: Ricks, G./Attorney: GCL

Office of the Legislative Fiscal Analyst

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Neil Miller, Parks and Recreation Director

Date: December 21, 2010

SUBJECT: **LITTLE MISS PAGEANT AND DRAWING**

RECOMMENDATION

Approve the proposal that Farmington begin a little Miss Pageant in conjunction with the Festival Days 2011 celebration, as well as obtain a Little Miss and four attendants 2010 from a random drawing to take place at the City Council meeting on February 15th.

BACKGROUND

As part of the Miss Utah Scholarship Pageant, to which the Miss Farmington Pageant sends their title holder, each contestant must be accompanied by a "Little Miss." The Little Miss program is a non-competitive mentor program for girls age 4-9 which is specifically centered on service mentoring. It requires a \$400.00 entry fee and provides a growth experience for a young girl in our community. Each contestant in the Miss Utah Pageant is required to have a "Little Miss" accompany her. If one is not designated by the local pageant, one will be assigned by the state pageant director. Last year, Miss Farmington's Little Miss lived in Draper.

A Little Miss pageant during Festival Days will allow Farmington to designate a Little Miss who is local and a greater representative of our community. It will also create another opportunity during our city-wide celebration to instill a sense of community and caring among our citizens. It would be a non-competitive in that the winner would be determined by her name being drawn out of a hat. We would use entrance fees and ticket sales to pay the Little Miss Entry Fee for the winner of the oldest age division to accompany Miss Farmington to the Miss Utah Pageant.

As Arielle Simpson, the current Miss Farmington, prepares to compete at the 2010 competition, she will need a Little Miss before the upcoming Festival Days. A random drawing from names obtained at the Parks and Recreation office during the weeks of January 31st - February 11th would determine this designation.

Respectfully Submitted,

Neil Miller
Parks and Recreation Director

Review and Concur,

Dave Millheim
City Manager

STORM WATER & CONSTRUCTION BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND	CONSTRUCTION BOND
1/14	Destination Homes	9725	\$1,000.00	\$500.00



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 7, 2011

SUBJECT: **INTER-LOCAL AGREEMENT WITH COUNTY REGARDING
COUNTY COMPLEX**

RECOMMENDATION

Approve the enclosed agreement related to services and improvements required by the construction of county buildings (see attached).

BACKGROUND

The City Council reviewed this agreement on December 7, 2010 as a discussion item only. At the time the Mayor informed the Council it will be furthered reviewed by City staff and attorneys. The County Approved the agreement on January 11, 2011.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

2011-9

INTERLOCAL COOPERATION AGREEMENT BETWEEN FARMINGTON CITY AND DAVIS COUNTY RELATING TO SERVICES AND IMPROVEMENTS REQUIRED BY THE CONSTRUCTION OF COUNTY BUILDINGS

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 11th day of January, 2011, by and between **FARMINGTON CITY**, a municipal corporation (the "City"), and **DAVIS COUNTY**, a political subdivision of the State of Utah (the "County") in contemplation of the following facts and circumstances:

- A. **WHEREAS**, this Agreement is made pursuant to the provisions of the Interlocal Cooperation Act (UCA §11-13); and
- B. **WHEREAS**, the County is constructing an Administration Building, Library and Children's Justice Center, as more particularly shown on the site plan attached hereto as Exhibit "A" and by this reference made a part hereof. (the "Project") on County-owned property within the City (the "Property"); and
- C. **WHEREAS**, a water main pipeline may need to be enlarged due to the Project; and
- D. **WHEREAS**, Main Street adjacent to the Project will need to be rebuilt with new grading and new curb and gutter and the parties are desirous of assigning responsibility for the work; and
- E. **WHEREAS**, the County does not maintain storm water on the Project site and the parties desire to identify the means to handle the storm water; and
- F. **WHEREAS**, the City has installed certain decorative light fixtures appurtenant to their Downtown Master Plan and their City building and the parties desire to provide some continuity along Main Street; and

NOW, THEREFORE, the parties hereby stipulate and agree as follows:

1. **Water Pipe Resizing**. The parties acknowledge that the water pipeline on Main Street may need to be upsized from State Street south to a point determined by the City near its Community Center at 120 South Main to adequately serve the Property. The size of that line will be determined by the City Engineer. The County shall pay for any upsizing that constitutes a project improvement cost as defined in the City's Capital Improvement Program (CIP). Any part of the upsizing costs that constitutes a system improvement defined therein shall be paid from City culinary water impact fees. If construction of the Project results in culinary water impact fees payable to the City, the County may receive a credit commensurate to the cost of any system improvement due and owing related to the Project.

The City currently is evaluating a proposed water well next to its Community Center immediately west of the County property. If the City determines to construct the well, such construction will include the upsizing of the water line and may reduce the credit amount to the County for any culinary water impact fees for the Project. Whether or not the City chooses to build the well, construction of the street, including any upsizing of the water line, shall be completed no later than October 15, 2011.

2. **Main Street Rebuild**. The parties acknowledge that Main Street adjacent to the Project needs to be rebuilt to correct grading, crown and curb and gutter problems. The City shall rebuild the street

including the curb and gutter, which curb and gutter on the east side of the street shall be constructed by no later than June 1, 2012, unless the parties hereto mutually agree to adjust the date otherwise. The County agrees that it shall pay the City an amount equal to the cost of replacing the curb and gutter on Main Street from the north side of the north parking lot access to the County property's current south boundary.

3. **State Street Lighting.** The City currently uses a double gooseneck light as its fixtures along the north side of State Street abutting the Project. The County shall install the same type of fixture along its Property along State Street to conform to the current use. Presently, non-decorative street lights exist along the east side of Main Street and on the west side of 100 East Street abutting the Property. The City desires decorative lighting at these locations to enhance and provide for a more aesthetically harmonious downtown. The parties hereto agree to put forth their best efforts to cooperate and provide decorative lighting at these locations by September 2012. Nevertheless, participation regarding the cost of the lighting must be mutually agreed to by the County and the City.

4. **Storm Water Detention.** The parties acknowledge that the County does not currently retain any storm water on the Property. If the City Engineer determines that storm water runoff from the Project does not exceed existing storm water runoff conditions from the Property, the County will not be required to detain storm water on site, but will be allowed to direct all storm water to off-site storm drains as directed by the City. Otherwise, the County must detain storm water on site or provide a storm water solution acceptable to the City Engineer. The County will provide necessary information to allow the City Engineer to make this determination.

5. **Onsite Water Line.** The County agrees to install a private water line at locations and with sizing as approved by the Fire Marshall, and constructed to industry standards and specifications, to loop with the existing City culinary water system adjacent to the Property and to provide adequate fire flow protection to the Project. The on-site water line shall include four fire hydrants to be placed at locations to be determined by the City and back flow prevention devices acceptable to the City to prevent contamination of its water system.

The County will retain ownership and shall have full responsibility to maintain the on-site water line with fire hydrants from the valves located on the City's culinary water system located in the public rights-of-way.

The County agrees to grant a satisfactory easement to the City for the purpose of operating the hydrants and performing periodic inspections of the fire flow system. The County shall be prohibited from connecting to and and/or operating or allowing other to connect to or operate any hydrants on the on-site water line, except as authorized by City personnel. Both parties should notify each other when and if repairs are needed to any of the fire hydrants.

6. **Indemnification.** The County hereby agrees to indemnify and hold the City and its officers and employees harmless from any and all claims, damages, suits, demands, judgments, and costs, including attorney's fees, from the negligence or acts of any employee, agent, and officer representative of the County in the performance of the County's obligations described in this Agreement. The City hereby agrees to indemnify and hold the County and its officers and employees harmless from any and all claims, damages, suits, demands, judgments, and costs, including attorney's fees, from the negligence or acts of any employee, agent, and officer representative of the City in the performance of the City's obligations described in this Agreement.

7. **Effective Date and Term of the Agreement.** This Agreement shall be effective commencing on the date of this Agreement and shall continue in force for a period of three (3) years thereafter.

8. **Resolutions.** This Agreement shall be conditioned on the adoption by the legislative body of each party of a Resolution approving this Agreement as required by law.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

12. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

13. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

14. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

15. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

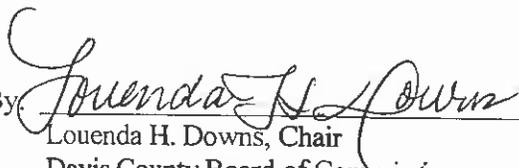
IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Davis County
A political subdivision of the State of Utah

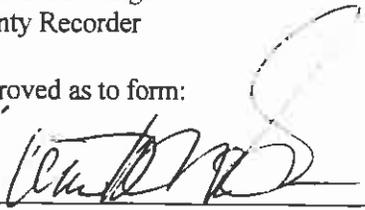
Attest:


Steve S. Rawlings
County Recorder

By:

 11/11/11
Louenda H. Downs, Chair
Davis County Board of Commissioners

Approved as to form:


Attorney for Davis County

Agency: Farmington City
A Utah municipal corporation

Attest: _____
City Recorder

By: _____
Scott Harbertson, Mayor

Secretary

Approved as to form:

Farmington City Attorney

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

S U B J E C T: Discussion and Approval of City Right-of-Way License Agreement Form

ACTION TO BE CONSIDERED:

Minute motion approving the enclosed license agreement form.

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Dave Millheim, City Manager
Date: January 27, 2010
SUBJECT: **UTILITY RIGHT OF WAY USE AGREEMENTS**

RECOMMENDATION

Approve the attached agreement AS TO FORM and direct the City Manager to begin negotiations with the various utility companies operating within City Right of Ways.

BACKGROUND

This is a carryover clean up item from the previous City Manager. The City has right of ways which both public and private utility companies operate within. Some have used these right of ways for many years without any formal agreements with the City. The challenge is the City without such agreements can and has got into problem areas with the utility companies either causing problems for each other and not repairing things to City standards. We take run cuts seriously and we do not want any party just assuming they can just use a right of way without adherence to permits, construction standards, etc. The larger utility, cable and telecommunications companies already have franchise agreements with the City authorizing use of the city right of ways. Some of the smaller ones, such as sewer, water and irrigation companies, do not have any authority to operate within public right of ways and will likely not appreciate the controls the city is placing on them for the protection of the roads and others. Once the form of the agreement is approved, we will be sending copies to all affected parties with the draft letter attached. As each agreement is negotiated and approved by the various utility companies, each agreement will come back to the City for formal ratification.

Respectfully Submitted

Dave Millheim
City Manager

**FARMINGTON CITY RIGHTS-OF-WAY
LICENSE AGREEMENT**

THIS FARMINGTON CITY RIGHTS-OF-WAY LICENSE AGREEMENT

("License Agreement") is made and entered into this _____ day of _____, 20____, by and between **FARMINGTON CITY**, a Utah municipal corporation ("City"), and _____, a Utah _____ ("Licensee").

RECITALS:

WHEREAS, Licensee is a _____, licensed and authorized under the laws of Utah to provide _____ services and facilities within and to the citizens of Farmington City and other surrounding areas; and

WHEREAS, pursuant to Utah law, including, but not limited to provisions of *Utah Code Ann.* §§ 10-8-11, 10-8-13, 10-8-23, 10-8-84, and the provisions of Title 72, Chapter 7, as amended, Farmington City is authorized to regulate the use of public rights-of-way within its jurisdiction ("Rights-of-Way") and to establish standards and procedures for the safe use of such Rights-of-Way; and

WHEREAS, in accordance with authority set forth in applicable Utah law, Farmington City Ordinances require any person, governmental entity or utility desiring to construct, maintain, repair, operate or use any improvements or facilities to be located within any right-of-way to obtain a license or other acceptable rights-of-way use or license agreement with the City authorizing the use of its Rights-of-Way for such improvements or facilities; and

WHEREAS, Licensee owns and operates, or desires to own and operate, certain _____ improvements and facilities related to its _____ services provided within Farmington City ("Facilities"), which Facilities are located, or Licensee desires to locate such Facilities, within the Rights-of-Way; and

WHEREAS, the City is willing to permit Licensee to install and operate its Facilities within the Rights-of-Way subject to and conditioned upon the terms and conditions of this Agreement.

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

1. **Recitals.** The Recitals set forth above are hereby incorporated by reference into the terms and provisions of this License Agreement.

2. **Definition of Rights-of-Way.** For purposes of this License, the term Rights-of-Way shall mean and include all municipal streets, roads, lanes, and sidewalks within the City that are under the jurisdiction and control of the City and have been specifically dedicated for public use. Rights-of-Way shall not include public utility easements. Rights-of-Way shall not include any real or personal property of the City that is not specifically described herein and shall not include City parks, trails, bike paths, buildings and other structures or improvements, regardless of whether they are situated within the public right-of-way.

3. **Authority to Manage Rights-of-Way.** The City enters into this License Agreement pursuant to its powers to manage its Rights-of-Way, pursuant to common law, the Utah Constitution, and statutory authority, including, but not limited to *Utah Code Ann.* § 10-8-11 and § 10-8-15, as amended.

4. **Limitation.** This License Agreement may not be used for persons or entities providing telecommunications, cable or electrical services or installing or operating telecommunications, cable or electrical facilities. The use of the City's Rights-of-Ways for such purposes shall be granted by franchise and subject to and pursued in accordance with applicable federal, state and city ordinances, rules and regulations regarding the same.

5. **Grant of License.** Subject to the terms and conditions of this License Agreement, the City hereby grants to Licensee a nonexclusive license ("License") to use certain portions of the Rights-of-Ways to construct, install, maintain, operate, repair, and relocate its Facilities. The use of the Rights-of-Way granted in this License shall be limited to the location of the Facilities at such locations specifically approved by the City pursuant to construction and excavation permits, and shall be subject to compliance with all applicable federal, state and local laws, ordinances, standards, specifications and regulations regarding such Facilities and the accommodation of utilities within public rights-of-way. Licensee's authority to use and occupy the Rights-of-Way, as granted herein, is nonexclusive and the City reserves the right and authority to use of the Rights-of-Way for itself and other entities granted the authority to utilize the Rights-of-Way.

6. **Term.** The term of this License is for ten (10) years commencing on the effective date of execution of this License Agreement by the parties. This License Agreement may be extended for successive terms upon the prior written consent of the parties.

7. **License Fee or Tax.** The City does not currently charge a license fee to licensees under the terms and conditions of this License; provided, the City reserves the right to adopt such fees in the future, subject to and to the extent permitted by law. Nothing herein shall limit the City's authority to impose a tax or fee: (1) to recover the management costs of the City imposed in accordance with *Utah Code Ann.* § 72-7-102, as amended; (2) related to excavation, construction, or installation of Licensee's Facilities; or (3) otherwise permitted by law. Any tax or fee imposed by the City as

provided herein shall be adopted by ordinance or resolution and shall be imposed on a competitively neutral basis. The City shall provide ninety (90) days' notice of any license fees to be imposed pursuant to this Section.

8. **Coordinated Installation.** In order to prevent and/or minimize the number of cuts to and excavations within the City Rights-of-Way, Licensee shall coordinate with the City and other licensees, franchisees, or users of the Rights-of-Way, when such cuts and excavations will be made. When possible, installation, repairs or maintenance of lines and facilities within the Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the Rights-of-Way. Licensee may obtain from the City a schedule of proposed street repairs in advance of City work, which schedules shall be subject to change based upon funding and project priority.

9. **Underground Installation.** Unless otherwise expressly permitted in writing by the City, all of Licensee's Facilities within the Rights-of-Way shall be constructed underground.

10. **Conditions of Occupancy.** The Facilities installed by Licensee within the Rights-of-Way pursuant to the terms of this License shall be located so as to cause a minimum of interference with the use of the Rights-of-Way and shall be installed, constructed, located, and maintained so as not to endanger or unnecessarily interfere with usual and customary use, traffic, and travel upon the Rights-of-Way. Notwithstanding the grant of authority set forth in this License, no Rights-of-Way shall be used by Licensee if the City, in its sole discretion, determines that such use is inconsistent with the terms, conditions, or provisions by which such Rights-of-Way were created or dedicated, or presently used. Nothing contained in this License should be construed as granting to Licensee any rights whatsoever to the use of any private property without the express consent of the owner thereof. In the event the Licensee's Facilities create a hazardous or unsafe condition or an unreasonable interference with property or the public health and safety, then at its own expense, the Licensee shall voluntarily, or upon the request of the City, remove that part of the Facilities that creates the hazardous condition or interference from the subject property or interests.

11. **Excavation Permit.** Licensee shall be required to obtain an Excavation Permit from the City prior to conducting or commencing any work within the Rights-of-Way in accordance with applicable provisions of the City's Excavation Permit Ordinance as set forth in Title 8, Chapter 5, as amended ("Excavation Permit Ordinance"). All construction, installation, maintenance, operation, alteration, repair or reconstruction of Licensee's Facilities or any other work conducted or performed by Licensee within the Rights-of-Way shall comply with the Excavation Permit Ordinance and any Excavation Permit issued thereunder.

12. **Prior Approval.** Prior to construction or alteration of the Facilities, or any portion thereof, Licensee shall in each case, file plans with the City's Public Works Department and receive written approval of such plans, which approval by the City shall

not be unreasonably withheld. Issuance of an excavation, construction, or similar permit as required by City Ordinance, shall constitute such written approval.

13. **Restoration of Rights-of-Way.** As a condition of this License, Licensee shall be subject to and comply with restoration requirements regarding facilities and construction within the Rights-of-Way as more particularly set forth in Farmington City Ordinance § 8-5-120, as amended.

14. **Relocation of Facilities.** As a condition of this License, Licensee shall be subject to and comply with relocation requirements for facilities and structures located within the Rights-of-Way as more particularly set forth in Farmington City Ordinance § 8-5-100, as amended.

15. **Emergency Work.** Any emergency work on Licensee's Facilities within the Rights-of-Way shall be subject to and comply with the provisions of Farmington City Ordinance § 8-5-040, as amended.

16. **Quality and Safety.** All work and materials involved in the construction, operation, maintenance, repair and removal of Licensee's Facilities within the Rights-of-Way shall be performed by Licensee in a safe, thorough, lawful, and reliable manner, and using materials of good and durable quality. Licensee shall install and maintain all parts of its Facilities in a safe and non-dangerous condition throughout the entire term of this License and any holdover period. Licensee's Facilities shall not endanger or unreasonably interfere with the safety of persons or property.

17. **Compliance with Laws.** Licensee shall comply with all applicable federal, state and local laws regarding the installation, maintenance and operation of Licensee's Facilities, including, but not limited to, any applicable City Ordinances regarding installation, repair, or work within the Rights-of-Way. Licensee shall comply with the terms of any lawfully adopted generally applicable local ordinance, including, but not limited to the City's Excavation Permit Ordinance, and any ordinances adopted pursuant to the City's police power. All work performed in the Rights-of-Way shall conform to the requirements of the Farmington City Standards and Specifications, as adopted by the City.

18. **Bond.** Licensee shall not be required to obtain or maintain bonds or other surety as a condition of entering into this License Agreement or continuing its existence. The Licensee and the City recognize that the costs associated with bonds and other surety may be ultimately borne by those provided services by Licensee. The City expressly reserves the right to require such bonds in the future. In the event that bonding is required in the future, the City shall provide Licensee at least sixty (60) days prior written notice thereof. Notwithstanding the above provisions, the Licensee shall be responsible for standard performance bonds and insurance required for encroachment and excavation permits for work done within Rights-of -Way and other bond and surety requirements of general applicability.

19. **Insurance.** Prior to commencing operations in the City pursuant to this License, the Licensee shall furnish to the City evidence that it has adequate worker's compensation, general liability and property damage insurance. The evidence may consist of a statement that the Licensee is effectively self-insured if the Licensee has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the Licensee from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the City and, at a minimum, meeting the current required coverage caps as set forth in the Utah Governmental Immunity Act, as provided in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, as amended, and *Utah Admin. Code* R37-4-3, as amended. All insurance provided hereunder shall list the City, its elected and appointed officers, employees, volunteers, contractors and agents as additional insureds on all certificates of insurance and/or insurance policy endorsements. Insurance provided by Licensee under the terms and conditions of this License shall also comply with the insurance requirements set forth in Farmington City Ordinance § 8-5-130, as amended.

20. **Indemnification.** The Licensee agrees, at its own expense, to protect, indemnify, pay on behalf of, defend and hold harmless the City, its elected and appointed officials, employees, volunteers, contractors and agents, from and against any and all claims, demands, judgments, expenses, liens, and all liability or damage of whatsoever kind and nature, made, rendered, or incurred by, on behalf of, on account of or arising from the Licensee's, its officers, employees, agents, contractors, subcontractors, or suppliers, work, activities, acts or omissions pursuant to or related to this License, and to pay any and all costs, including reasonable attorneys' fees, incurred by the City in defense of such claims. The City shall promptly give written notice to the Licensee of any claim, demand, lien, liability, or damage, with respect to which the City seeks indemnification and, unless in the City's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the City shall permit the Licensee to assume the defense of such with counsel of the Licensee's choosing, unless the City reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the Licensee shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the City.

21. **Police Power Authority.** In addition to the provisions of this License, the City expressly reserves, and Licensee expressly acknowledges, the City's right and duty to adopt from time to time such ordinances, rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, or to exercise any other rights, powers or duties required or authorized, under any applicable federal, state or local laws, rules and regulation.

22. **Termination by Licensee.** Notwithstanding any other provision of this License to the contrary, Licensee may terminate this License with or without cause ninety (90) days after giving the City notice of Licensee's intent to terminate. Within 180 days from the date of termination of this License, the Licensee shall commence removal of its Facilities from the Rights-of-Way; provided, however, with the written consent of the City, the Licensee may abandon its Facilities, or any portion thereof, within the Rights-of-Way. The Licensee shall repair and restore the Rights-of-Way and all property, public or private, that is disrupted, damaged or destroyed as a result of such removal.

23. **Termination by City.** The City may terminate or revoke this License and all rights and privileges herein only if the Licensee, by act or omission, materially violates a material duty herein set forth within the Licensee's control. In such event, the City, acting by or through its City Council, may determine, after a hearing, that such failure is of a material nature, and thereupon, after written notice giving the Licensee notice of such determination, the Licensee, within thirty (30) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have sixty (60) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 60-day period and failure to correct such conditions, the City may declare the License forfeited and terminated, and thereupon, the Licensee shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 60-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Licensee.

24. **Reserved Rights and Remedies.** Nothing contained herein shall be deemed to preclude either party from pursuing any legal or equitable rights or remedies it may have to challenge the action of the other party. All remedies provided herein shall be deemed cumulative.

25. **Remedies at Law.** In the event the Licensee or the City fails to fulfill any of its respective obligations under this License, the Licensee or the City, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law.

26. **Alternative Remedies.** Neither the existence of other remedies identified in this License nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violation by the Licensee, or judicial enforcement of the Licensee's obligations by means of specific performance, injunction, or any other judicial remedy at law or in equity.

27. **Failure to Enforce Not a Waiver.** Licensee shall not be excused or relieved from complying with any of the terms and conditions of this License by any

failure of the City, or its officers, representatives, agents or employees, to seek compliance or enforcement of such terms and conditions. The failure of the City to exercise a particular remedy at any time shall not waive the City's right to terminate, assess penalties, or assert any other remedy at law or in equity for that or any future breach or default by the Licensee.

28. **Notice.** Unless otherwise expressly provided for in this License, every notice or response required by this License to be served upon the City or the Licensee shall be in writing and directed to the recipient at the address(es) set forth in this Section. Notices or responses may be served personally or by first class, postage pre-paid, certified or registered United States mail. Notice or response shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand-delivered with receipt/acknowledgment, or b) upon receipt when sent certified or registered mail.

Notices or responses to the City shall be addressed as follows:

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

With a copy to:

Mazuran & Hayes, P.C.
Attn: Farmington City Attorney
2118 East 3900 South, Suite 300
Salt Lake City, Utah 84124

Notices or responses to the Licensee shall be addressed as follows:

With a copy to:

29. **Attorneys' Fees.** In the event either party brings legal action against the other party or such party's bonding company or insurance carriers to compel performance of or to recover for breach of any covenant, agreement, or condition

contained in this License, or for damages, the prevailing party shall be entitled to such reasonable attorneys' fees as are fixed by the judge of the court in which such action is brought.

30. **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties. Nothing contained in this License shall be construed to create an association, trust, partnership, agency relationship, or joint venture between the parties or to impose a trust, partnership or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this License.

31. **Third Party Beneficiaries.** The benefits and protection provided by this License shall inure solely to the benefit of the City and the Licensee. This License shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party, other than the authorized successors and assigns of a party as permitted herein.

32. **No Warranties or Guarantees.** Licensee accepts any authority granted herein to use the the Rights-of-Way in an "as is" condition. Licensee agrees that the City has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Licensee's location of its Facilities in the Rights-of-Way or possible hazards or dangers arising from other uses of the public right-of-way by the City, other utilities, or the general public. Except as otherwise expressly provided herein, Licensee, and not the City, shall be liable for the function, testing, maintenance, replacement and/or repair of Licensee's Facilities or other activities of Licensee permitted under this License.

33. **Binding Agreement.** This License shall be binding upon the officers, successors, administrators and assigns of each of the parties. The parties represent that when executed by their respective representative, each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their authority to enter into this License.

34. **No Assignment or Transfer of License.** This License shall not be transferable or assignable.

35. **Utah Law.** This License shall be interpreted pursuant to Utah law.

36. **Time of Essence.** Time shall be of the essence of this License.

37. **Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraphs and section headings in this License are for convenience only and do not constitute a part of the provisions hereof.

38. **Amendments.** This License may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

39. **Entire Agreement.** This License constitutes the entire agreement between the parties with respect to the subject matter set forth herein and supersedes all prior oral negotiations between the parties.

40. **Severability.** If any section, sentence, paragraph, term or provision of this License is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this License or any renewal or renewals thereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed by their respective and duly authorized representatives.

“CITY”
Farmington City

By: _____
Its: _____

ATTEST:

City Recorder

“LICENSEE”

By: _____
Its: _____

LICENSEE ACKNOWLEDGMENT

[To be added depending on entity type]

December 29, 2010

[Contact Name]
[Entity]
[Address]
[City, State, Zip]

Re: *Excavations and Facilities within Farmington City Rights-of-Way*

Dear [Contact Name]:

Farmington City has recently updated and revised its ordinances regarding the use of rights-of-way under the jurisdiction and control of the City ("City Rights-of-Way"). Specifically, the City has amended its existing Excavation Permit Ordinance, as more particularly set forth in Farmington City Ordinances §§ 8-5-010, *et seq.* ("Excavation Permit Ordinance"). A copy of the current Excavation Permit Ordinance is enclosed for your reference and convenience. Pursuant to the City's Excavation Permit Ordinance, any person, firm, entity, utility or company desiring to perform work of any kind within the City Rights-of-Way is required to apply for and obtain an Excavation Permit from the City prior to any such work. The application fee for Excavation Permits has been increased to \$65. Pursuant to recent ordinance amendments, only licensed contractors and service or utility providers are permitted to obtain an Excavation Permit from the City.

Recent amendments also require any person, governmental entity, utility, or service provider that desires to construct, maintain, repair, operate or use any improvements and facilities within the City Rights-of-Way to obtain a franchise or other acceptable rights-of-way use agreement or license agreement from the City. The purpose of such franchise or use agreement is to authorize the use of the City Rights-of-Way for such improvements or facilities. The City is authorized to require such a franchise or use agreement for the use of its City Rights-of-Way pursuant to State law, including, but not limited to *Utah Code Ann.* § 10-8-11, § 10-8-13, § 10-8-23 and § 10-8-84, as amended, and applicable provisions of the Protection of Highways Act, as set forth in *Utah Code Ann.* §§ 72-7-101, *et seq.*, as amended. The City is also authorized to regulate the use of its Rights-of-Way for various utilities and service providers pursuant to applicable federal law, such as the Telecommunications Act or the Cable Television Act. Most utility providers with facilities within the City Rights-of-Way, such as gas, electric, cable, and telecommunications providers, are authorized to locate their facilities within the City Rights-of-Way pursuant to franchise agreements entered into with the City.

The City desires to ensure that all persons, entities and providers with facilities located within the City Rights-of-Way are lawful authorized to do so. Upon review of our records, it does not appear that _____, has entered into a franchise or other use agreement with the City regarding the authorized use of City Rights-of-Way for the location of facilities and improvements therein. A copy of a proposed Farmington City Rights-of-Way License

Agreement is enclosed for your review and consideration regarding the authorized use of the City Rights-of-Way. It is the City's desire to enter into this Agreement with _____ to provide a clear understanding of the authorized use of the City's Rights-of-Way for the location and operation of _____'s facilities and improvements, and to specify the terms and conditions of such authorization. We believe that this Agreement is within the best interest of both parties as well as the public welfare to provide for the safe use and regulation of public rights-of-way within the City. As you know, there are more and more utilities and facilities being located within public rights-of-way. Locational restrictions, evidence of insurance, and indemnification provisions are essential to protect not only the City, but all users of the City Rights-of-Ways.

Please review the enclosed Excavation Permit Ordinance and Rights-of-Way License Agreement and contact me at your earliest convenience to discuss the same. I am also willing to meet with you and/or your staff to discuss this matter if you would like.

Sincerely,

David Millheim
Farmington City Manager

cc: Public Works Director
Lisa G. Romney, Assistant City Attorney

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

SUBJECT: Discussion and Approval of a Part Time Fire Marshal

GENERAL INFORMATION:

See enclosed staff report prepared by Guido Smith.

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

FARMINGTON CITY FIRE DEPARTMENT

82 North 100 East
P.O. Box 160
Farmington, Utah 84025
Tel. (801) 451-2842
Fax (801) 451-7865



THE DESIRE TO SERVE THE COURAGE TO ACT THE ABILITY TO PERFORM

To: Mayor and City Council
From: Guido Smith, Fire Chief
Date: January 28, 2011
Subject: Approval of Part-Time Fire Marshal Position

RECOMMENDATION

By minute motion approve recruiting a part-time Fire Marshal for the Farmington City Fire Department per the attached job description.

BACKGROUND

Based on official department records, the Farmington City Fire Department has never established an official fire inspection / code enforcement program ensuring regular fire inspections and plan reviews are performed as part of the fire departments services to the city.

Duties for this position would include:

- Plan Reviews and City
- Field Inspections (Both Current & Existing Businesses)
- Fire Investigations
- Customer Service Relations
- Other duties as assigned (see attached copy of proposed Fire Marshal Job Description)

With the above stated, the City in conjunction with the Building Department and Fire Department previously opted to outsource these services with third party entities paying as much as \$56.00 per hour. Costs incurred for these services in 2010 (Approx. \$5,000) represent only a small percentage of the services we should provide in this area.

After performing a "Gap Analysis" of this entire process it would appear these services are neither adequate nor cost effective to our community. This statement is based on the following findings:

Plan Reviews and Field Inspections (Rough & Final)

Adequate YES

Plan reviews and field inspections have been completed appropriately without obvious discrepancies.

Cost Effective NO

At a minimum cost of \$ 5,000 for inspections and plan reviews only. (Note: Figures based on an annual rate of 90 hours @ \$56.00 per hour).

Field Inspections (Ongoing Business Inspections / Annual Business Inspections with Pre-Plans)

Adequate NO

We continue to provide absolutely no formal annual inspection program to our businesses within our community beyond the initial approvals. This places businesses and customers alike at great risk, not to mention liability concerns and the safety of emergency responders who are expected to mitigate a vast variety of emergencies within these occupancies.

Cost effective NO

To develop and maintain this program will require approximately 10 hours per week (520 hours annually). At the contractor's hourly rate, these services alone would cost approximately \$29,000 per year compared to an approximate cost of \$11,000 per year utilizing an in-house Fire Marshal.

Fire Investigations

Adequate NO

We continue to provide absolutely no formal investigation services pertaining to fire cause and determination.

Cost Effective NO

Life Safety & Liability risks outweigh any cost effectiveness.

Customer Service Relations

Adequate UNK

At this time, we have received several complaints (verbal only) regarding our customer service and relations with contractors and business owners. With the above stated, it is well understood the duties of any enforcement officer may generate biased perceptions from certain groups. Great care and salesmanship is a key component in building partnerships with these groups.

Cost Effective N/A

For the remainder of this fiscal year, these services will be paid out of the Fire Department salaries already budgeted.

By utilizing an in-house Fire Marshal, all of the above items will be resolved accordingly, thus allowing Farmington City Fire Department to represent our community's best interests while reducing liabilities.

Estimated costs comparisons for above mentioned services based on a maximum of 15 hours per week:

Vendor: \$43,680

In-House Fire Marshal: \$17,120

Respectfully Submitted,


Guido Smith
Fire Chief

Reviewed & Concur


Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

S U B J E C T: Discussion and Approval of Farmington Creek Estates Lighting

GENERAL INFORMATION:

See enclosed staff report and backup information prepared by Dave Millheim.

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

ALDERMAN

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

CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: February 4, 2011

SUBJECT: **FARMINGTON CREEK ESTATES III LIGHTS**

RECOMMENDATION

My minute motion, authorize the City Manager to do the following:

1. Have installed six (6) 100W HPS Granville fixture street lights in Farmington Creek Estates once the city receives \$2,725 collected from residents of the area, represented by Ben Barrus, and
2. Receives \$1,700 from Mr. Blake Matthews, via a cash bond and/or cash contribution placed on Lot 306. Payment from Mr. Matthews will also require a signed release from Mr. Matthews stating he has no future rights to return of said cash bond.
3. Use no more than \$10,000 from account 38-400-349 Decorative Lighting to make up the difference per the attached quote from Black & McDonald.

BACKGROUND

When this subdivision was approved and built it was caught between when the City modified its lighting standards and no street lights were required. Neighbors have come forward requesting street lights. The original developer also ran into some financial challenges and has no obligation to participate in helping to fund new lights. Nevertheless he has worked with neighborhood residents represented by Mr. Ben Barrus and between contributions collected from the neighbors, Mr. Matthews voluntary assistance and use of City decorative lighting funds, six lights may be installed in this subdivision. Max Forbush and the Mayor met with area residents and outlined a proposal wherein this could happen once the funds were collected. Total cost which we verified is \$14,030 due to the addition of a light shield on one of the poles. Additional back up materials and email history is attached.

Respectfully Submitted

Dave Millheim
City Manager

Dave Millheim

From: Ben Barrus [ben@lotsandlistings.com]
Sent: Wednesday, February 02, 2011 11:45 AM
To: dmillheim@farmington.utah.gov
Subject: FW: Farmington Creek III Street Lights.

MATHARD7@GMAIL.COM

Hi Dave, let me know if this is what you were after. Attached proposal Max gave to us at the meeting referenced below.

- On 10.21.2010 neighbors from Farmington Creek Estates III met with Max Forbush, Mayor Harbertson and a few members of the City Council. At the meeting they gave us a proposal (attached) and recommended that we use the more expensive light since the long term operating costs would be less money for the city. The city said if we as neighbors could come up with \$4,500 they would pay \$9,350 so we could get lights installed on the street.
- On 10.22.2010 I asked Blake Mathews (the developer of said community) if he could cover the \$4,500. This was not financially possible but he agreed to pay \$1,700 of the bill if we as neighbors could cover the rest. This deal was agreed to by all the neighbors and as neighbors we opened a bank account to collect the funds.
- On about 12.5.2010 we received the final payment from the neighbors. We now have \$2,725 to give to the city in order to start the project as soon as we collect the remaining \$1,700 from Blake Mathews.
- During the money collection process (about the time Max retired) I began to work directly with Kelly Weight-Allred from Black and McDonald (light supplier/installer) in order to create a finalized location plan and pricing. The total price after moving a few poles and adding a shield to one of the light came to \$14,030 (as neighbors we will cover the \$180 difference).
- On 12.7.10 I was notified by Blake Mathews that he was unable to pay the \$1,700 and needed to negotiate a deal with the city to pay over time, or in some other way.
- On 1.31.11 Blake Mathews, Ben Barrus, Dave Peterson and Dave Millheim met at the City offices to work out a deal where the \$1,700 could be paid out using a bond that Blake Mathews has in place on lot 306 of Farmington Creek Estates III. Blake would waive the bond and pay \$200 difference out of pocket, thus funding his portion and meeting his obligation to the residents.
- As soon as Farmington City funds their portion, retains Blake's bond, collects the \$200 from Blake Mathews and receives the difference from the residents of Farmington Creek Est. III there will be enough money to move the project forward.
- The lighting company (details in the copied email, below) said they need to have a work order from the city asap and need to complete work before 2.28.11 to avoid increased labor costs.

Please let me know what else we need in order to get this wrapped up. Our 90 day lock on our bid is about to expire so we'll need to move forward as quickly as possible.

Below are copies of some emails that may help fill in any other blanks...

I'm here to answer any questions regarding this matter.

Thanks for your time and help.

Ben Barrus and the residents of Farmington Creek Estaets III

2/2/2011

Main: 801-755-3322

Begin Copy 1** This is between me and Kelly at the light supply company.**

Hi Ben,

The pricing will expire if they don't have them installed by the end of February. March 1st our labor rates go up.

Thanks,

Kelly Weight-Allred
668 W 9320 S Suite B
Sandy, Utah 84070
Office - (801) 569-9219 ext 4205
Fax - (801) 569-9226
www.blackandmcdonald.com

From: Ben Barrus [<mailto:ben@lotsandlistings.com>]
Sent: Friday, December 17, 2010 11:34 AM
To: Kelly Weight-Allred
Subject: RE: Voice Mail

Hi Kelly, when does our bid pricing expire?

Thanks.

Ben.

From: Kelly Weight-Allred [<mailto:kweight@blackandmcdonald.com>]
Sent: Wednesday, November 10, 2010 3:20 PM
To: Ben Barrus
Subject: RE: Voice Mail

Ben,

The below 6 locations are confirmed as well as the total cost of \$14,030.00. Once a PO is received from Farmington City we will get blue stakes called in for the area. The street lights will be installed and connected no later than the 1st week of December if the PO is received by the end of this week.

Thanks for your help!

Kelly

From: Ben Barrus [<mailto:ben@lotsandlistings.com>]
Sent: Wednesday, November 10, 2010 3:12 PM
To: Kelly Weight-Allred
Subject: RE: Voice Mail

Great news! Thanks for checking on that.

2/2/2011

Ok, here's the location grid one last time for written confirmation; I **have** also attached the final location map. I'll deliver a check to Farmington City and they'll put in the PO with you guys. Please confirm the final price below and we'll get things rolling.

- #1 – Between Lots 209/334 Good.
- #2 – Between Lots 303/304 Good
- #3 – Between Lots 307/308 Good
- #4 – Between Lots 326/325 Good with shield added.
- #5 – Between Lots 315/316 Good
- #6 – SW Corner of Lot 318 Good

Total cost \$14,030 (original \$13,850 plus \$180 shield). Supply and install (6) aluminum poles with 100W HPS Granville fixtures (Farmington City Standard).

Once the city submits their PO, how long until we should expect to see the lights?

Thanks again for all your help!

Ben Barrus
Main: 801-755-3322

From: Kelly Weight-Allred [<mailto:kweight@blackandmcdonald.com>]
Sent: Wednesday, November 10, 2010 12:24 PM
To: Ben Barrus
Subject: RE: Voice Mail

Ben – 315/316 will work – no additional costs!!!

Thanks,

Kelly Weight-Allred
668 W 9320 S Suite B
Sandy, Utah 84070
Office - (801) 569-9219 ext 4205
Fax - (801) 569-9226
www.blackandmcdonald.com

From: Ben Barrus [<mailto:ben@lotsandlistings.com>]
Sent: Wednesday, November 10, 2010 11:53 AM
To: Kelly Weight-Allred
Subject: RE: Voice Mail

- #1 – Between Lots 209/334 **Sorry, you were right 209/334. Good.**
- #2 – Between Lots 303/304 **Good**
- #3 – Between Lots 307/308 **Good**
- #4 – Between Lots 326/325 **Good with shield added.**

#5 – Between Lots 321/322 **Could this move to 315/316 without additional cost? If so, we're good. If it can't move I think we're still ok, just trying to keep people happy...**

#6 – SW Corner of Lot 318 **Good**

I attached a layout for your review.

Thanks for all your help! Ben.

From: Kelly Weight-Allred [<mailto:kweight@blackandmcdonald.com>]
Sent: Wednesday, November 10, 2010 9:45 AM
To: Ben Barrus
Subject: RE: Voice Mail

See below in blue ☺

From: Ben Barrus [<mailto:ben@lotsandlistings.com>]
Sent: Wednesday, November 10, 2010 9:39 AM
To: Kelly Weight-Allred
Subject: RE: Voice Mail

Sorry, I just got this email, please disregard my last one.

Please see the corrections in your table below and let me know if we are both on the same page. If you can send me a quick confirmation of these updates that would be great.

Thanks, Ben.

From: Kelly Weight-Allred [<mailto:kweight@blackandmcdonald.com>]
Sent: Wednesday, November 10, 2010 8:15 AM
To: Ben Barrus
Subject: Voice Mail

Hi Ben,

Sorry I missed your call yesterday; I am in a training meeting all week. We can go back to the original plan for the six lights plus move the light between 311/312 to 325/326 will work fine plus the shield. Just to make sure everyone is okay with the layout the lights will be installed on the following lots:

#1 – Between Lots 209/334 Between 333/334 – our map shows the lot West of 334 as 209 – as long as 333 is West of 334 – then Yes

#2 – Between Lots 303/304

#3 – Between Lots 307/308

#4 – Between Lots 325/325 **Between 325/326 with added shield** – Yes – typo on m end

#5 – Between Lots 321/322

#6 – SW Corner of Lot 318 Your original plan showed **between** 317/318 but the SW corners is probably better. – All of ours suggested this on the corner that I have seen (?) I would highly suggest the corner. If you okay with the corner then Yes

Please double check these and let me know . . . and let Farmington City know you are all in agreement.

2/2/2011

Thanks,

Kelly Weight-Allred

668 W 9320 S Suite B

Sandy, Utah 84070

Office - (801) 569-9219 ext 4205

Fax - (801) 569-9226

www.blackandmcdonald.com

October 14, 2010

Farmington City
Attn: Max Forbush
160 S Main St
Farmington, Utah 84025

Re: Street Light Installation

Project Name: Creek Estates

Dear Max,

Black & McDonald (BMcD) is pleased to provide the following quotation to install street lights in Creek Estates. BMcD reviewed the subdivision and has prepared a very conservative layout to illuminate Creek Estates. As discussed, (2) options are provided, one for functional lighting (Conservative) and one for decorative lighting (Farmington City standard):

Option 1 - Supply and install (6) fiberglass poles with 100W HPS American Revolution fixtures (Conservative).
\$ 1742 / light **Total Price: \$10,450.00**

Option 2 - Supply and install (6) aluminum poles with 100W HPS Granville fixtures (Farmington City Standard).
\$ 2308 / light **Total Price: \$13,850.00**

Included in both options is the standard wire installation. BMcD will make all necessary connections to RMP and Farmington City standards.

Inclusions

- Material as described, work to proceed immediately

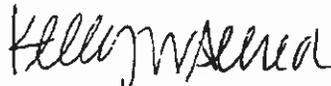
Exclusions

- Planned Unit Development (PUD) Metering if required
- Cost of annual energy and maintenance
- Cost of local fees, permits or easements

All materials are in stock. Work to proceed upon receipt of suitable purchase order. Payment terms are net 30 and price is valid for 30 days.

BMcD would like to thank you for the opportunity to assist with this project. If you have any questions or require additional information please contact the undersigned

Respectfully,
Black & McDonald



Kelly Weight-Allred
Maintenance Supervisor
(801) 569-9219 ext 4205

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

SUBJECT: Discussion to Authorize Purchase of Security Cameras for City Hall

GENERAL INFORMATION:

See enclosed staff report and bids prepared by Eric Miller.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

CITY COUNCIL STAFF REPORT

To: Honorable Mayor and City Council
From: Eric Miller, Building Official
Date: February 3, 2011
Subject: **Security Camera System for the City Hall**

RECOMMENDATION

Approve and authorize 3C Business Solutions to install a Security Camera system for the City Hall that includes all the cameras, parts, labor and training.

BACKGROUND

With the addition of CRS Engineers upstairs, many nightly community group meetings, and a possible vandal wanting to break in to the City Hall, we feel it is time to get a security camera system installed at City Hall. Here at City Hall we have a lot of protected interest we want to keep an eye on. For example, our secured vault room and computer system. With many people having access on weekends and evenings, now is the best time to get this installed.

We have solicited bids from three different companies. All bids were very close but made sure that we compared apples to apples with the three companies to make sure we had all the same hardware. There will be a total of seven cameras installed. Two of the cameras will be installed in the interior lobby areas that will point towards the exterior doors. The remaining five will be located on the exterior of the outside doors including the mechanical room.

We do not have the security cameras in the budget for this year, but Keith Johnson the Finance Director has found money in the capital building fund to help fund this project if the Mayor and Council accept. The total cost for this project is \$9124.37. (See bids attached)

Respectively Submitted

Eric Miller
Building Official

Review and Concur

Dave Millheim
City Manager



PO Box 866
Kaysville, UT 84037
Off: 801-544-1596 Fax: 801-547-9971

JOB: **Farmington City Hall**
DATE: Feb 4, 2011
DESCRIPTION: (8) Camera Video Surveillance System –“all dome cameras”
ADDRESS: 160 South Main Street, Farmington, UT

To: Farmington City
Attn: Keith Johnson
142 S. Main Street
Farmington, UT 84025
Office: 801-939-9204 Fax: 801-451-2747 Cell:
Email: kjohnson@farmington.utah.gov

We propose to furnish all labor and materials necessary to complete the following outlined work on the above named project as outlined discussed with Keith Johnson and designed by Chris Clem @ 3CBSI.com

Quote includes:

1. Provide and install (2) 2.8-10.5 mm high resolution 600 TVL, color, mini dome, indoor cameras.
2. Provide and install (5) 2.8-10.5 MM high resolution 580 TVL, color, mini dome, vandal resistant, outdoor cameras. Note: cameras will be mounted 9-10' above finished grade.
3. Provide and install (1) 12 channel, 1TB ADVENT, Digital Video Recorder (DVR) with H.264+ compression, 30+ days of storage. Expandable to 64 channels. With 3 year manufacturer's warranty.
4. Provide and install (1) 9 camera 120 volt, 12 volt DC power supply.
5. Provide and install RG-59/u video grade 75ohm, 95% copper, plenum rated cable from the DVR to the desired camera locations throughout the building.
6. Provide and install 18/2 stranded plenum rated power cable from each camera to the power supplies.
7. Provide and install RG-59 BNC compression ends for termination of the cable at the camera and the DVR ends.
8. Install (1) owner provided 19" LCD monitor with wireless keyboard and mouse.
9. Provide and install the necessary 3/4" seal tight and other necessary mounting hardware.
10. Install DVR, monitor, and power supply in the telecom room (TR).
11. Provide setup and adjustment of all cameras.
12. Provide setup and programming of the DVR.
13. Provide remote software installed on (1) customer provided PC.



- 14. Provide up to one hour of scheduled onsite training for management and personal.
- 15. Excludes all applicable sales tax.

Complete CCTV Bid Price	\$9,124.37
--------------------------------	-------------------

Note: If project is awarded after Feb 15, 2011 the bid price will increase \$311.35. This is due to a price increase on the Advent DVR that was implemented on February 1st. Advent has held their bid pricing until Feb 15, 2011.

Note/Exclusions:

- Any work and/or material that are not specifically defined in this proposal are excluded. (Any additions or changes in quantities outside the scope of this project will be considered a change and will be subject to additional costs).
- All work to be done between 3C regular business hours. (7am to 3:30pm) Monday-Friday excludes weekends and holidays unless otherwise coordinated with 3C.
- Customer/contractor will provide a secure location for storage of 3CBSI materials and equipment during the course of the cabling project.
- It is assumed that 3CBSI and its subcontractors will be provided with an environment that is free from hazardous pollutants, including asbestos. In the event that pollutants are encountered, customer/contractor shall mitigate the pollutants at no cost to 3C.
- If required, customer/contractor will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely and cost effective manner.
- Excludes any active networking or telecommunications components (hubs, switches, routers, computers, etc).
- Excludes main ground feed to the equipment telephone terminal boards, TR's and room communication boxes.
- Excludes equipment cabinet.
- Excludes all floor boxes, wall boxes, power poles, conduct sleeves, cable trays, stub ups and underground conduit for TV, voice/data and CCTV systems.
- The prices in this bid are valid for 30 days. After 30 days price subject to change.
- Excludes providing or install pull strings in all EC provide conduit. Charges will apply if 3C is to provide and install pull cords.
- Excludes labor and materials for fire treated plywood backer boards.
- Finance charge of 1.5% per month will be added to all invoices not paid within 30 days of invoice.



- **There will be a 25% charge on material that must be restocked due to any changes made by the customer/contractor. Items must be in original packaging and undamaged.**

3^CBSI would like to thank you for giving us the opportunity to submit you with this quotation. 3^CBSI strives hard to provide a competitive bid and strives harder at exceeding your expectations, by providing exceptional workmanship. We look forward to working with you. Thanks again.

SIGNED: Chris Clem
CHRIS CLEM, RCDD

Date: Feb 4, 2011

By signing, I agree to the terms of the above listed proposal and agree to pay the above listed prices.

Authorized Signature: _____ Printed Name: _____

DATE: _____ PO # _____ *"Please initial the accepted quotes"*



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ESTIMATE

Est. No. 7230
 Date: 01/27/2011
 Time: 4:25 pm
 Rep: DJB
 PO:

To: FC Farmington City
 160 South Main Street
 Farmington, UT 84025

Project Location: FC Farmington City
 160 South Main Street
 Farmington, UT

CCTV SYSTEM

CCTV System - Front Entry

	Unit	Qty	Price	TOTAL
2695 SEC-CAMERAPREWIRE-C -Plenum	EA	1.00	282.85	282.85
SURVEILLANCE CAMERA PREWIRE: RG-59 CAMERA WIRE WITH SOLID COPPER CENTER AND SHIELDING AND 18-2 POWER CABLE IN VINYL "SIAMESE" JACKET AND CAT5e PULLED INTO SINGLE GANG BOX UNLESS OTHERWISE SPECIFIED.				
7972 ICR-EL-2000	EA	1.00	538.00	538.00
IC REALTIME DAY/NIT 100' IR ALL WEATHER BULLET CAMERA 560TV Lines COLOR/ 600 TV Lines BLACK/WHITE. 4 - 9MM VARIFOCAL LENS, 12VDC / 24VAC				
4800 SUPPLIES	EA	1.00	10.00	10.00
SMALL PARTS SUPPLIES FOR INSTALLATIONS (WIRE, CONNECTORS, SCREWS, TIES, TAPE, BITS, ETC).				
7 LABORINSTALL	HOUR	2.50	85.00	212.50
MAN-HOURS LABOR FOR PROFESSIONAL INSTALLATION AND SERVICE				

CCTV System - Main Lobby

2695 SEC-CAMERAPREWIRE-C -Plenum	EA	1.00	282.85	282.85
SURVEILLANCE CAMERA PREWIRE: RG-59 CAMERA WIRE WITH SOLID COPPER CENTER AND SHIELDING AND 18-2 POWER CABLE IN VINYL "SIAMESE" JACKET AND CAT5e PULLED INTO SINGLE GANG BOX UNLESS OTHERWISE SPECIFIED.				
8570 ICR-ICR-300H2	EA	1.00	298.00	298.00
IC REALTIME DAY/NIT 60' IR ALL WEATHER VANDAL DOME, 540 TV LINES, 4 - 9 MM LENS, 12 VDC				
4800 SUPPLIES	EA	1.00	10.00	10.00
SMALL PARTS SUPPLIES FOR INSTALLATIONS (WIRE, CONNECTORS, SCREWS, TIES, TAPE, BITS, ETC).				
7 LABORINSTALL	HOUR	2.50	85.00	212.50
MAN-HOURS LABOR FOR PROFESSIONAL INSTALLATION AND SERVICE				

CCTV SYSTEM		Unit	Qty	Price	TOTAL
CCTV System - Back Entry					
2695	SEC-CAMERAPREWIRE-C -Plenum	SURVEILLANCE CAMERA PREWIRE: RG-59 CAMERA WIRE WITH SOLID COPPER CENTER AND SHIELDING AND 18-2 POWER CABLE IN VINYL "SIAMESE" JACKET AND CAT5e PULLED INTO SINGLE GANG BOX UNLESS OTHERWISE SPECIFIED.	EA	1.00	282.85
7972	ICR-EL-2000	IC REALTIME DAY/NIT 100' IR ALL WEATHER BULLET CAMERA 560TV Lines COLOR/ 600 TV Lines BLACK/WHITE. 4 - 9MM VARIFOCAL LENS, 12VDC / 24VAC	EA	1.00	538.00
4800	SUPPLIES	SMALL PARTS SUPPLIES FOR INSTALLATIONS (WIRE, CONNECTORS, SCREWS, TIES, TAPE, BITS, ETC).	EA	1.00	10.00
7	LABORINSTALL	MAN-HOURS LABOR FOR PROFESSIONAL INSTALLATION AND SERVICE	HOUR	2.50	212.50
CCTV System - Back Lobby					
2695	SEC-CAMERAPREWIRE-C -Plenum	SURVEILLANCE CAMERA PREWIRE: RG-59 CAMERA WIRE WITH SOLID COPPER CENTER AND SHIELDING AND 18-2 POWER CABLE IN VINYL "SIAMESE" JACKET AND CAT5e PULLED INTO SINGLE GANG BOX UNLESS OTHERWISE SPECIFIED.	EA	1.00	282.85
8570	ICR-ICR-300H2	IC REALTIME DAY/NIT 60' IR ALL WEATHER VANDAL DOME, 540 TV LINES, 4 - 9 MM LENS, 12 VDC	EA	1.00	298.00
4800	SUPPLIES	SMALL PARTS SUPPLIES FOR INSTALLATIONS (WIRE, CONNECTORS, SCREWS, TIES, TAPE, BITS, ETC).	EA	1.00	10.00
7	LABORINSTALL	MAN-HOURS LABOR FOR PROFESSIONAL INSTALLATION AND SERVICE	HOUR	2.50	212.50
CCTV System - Side Courtyard					
2695	SEC-CAMERAPREWIRE-C -Plenum	SURVEILLANCE CAMERA PREWIRE: RG-59 CAMERA WIRE WITH SOLID COPPER CENTER AND SHIELDING AND 18-2 POWER CABLE IN VINYL "SIAMESE" JACKET AND CAT5e PULLED INTO SINGLE GANG BOX UNLESS OTHERWISE SPECIFIED.	EA	2.00	565.70
7972	ICR-EL-2000	IC REALTIME DAY/NIT 100' IR ALL WEATHER BULLET CAMERA 560TV Lines COLOR/ 600 TV Lines BLACK/WHITE. 4 - 9MM VARIFOCAL LENS, 12VDC / 24VAC	EA	2.00	1,076.00
4800	SUPPLIES	SMALL PARTS SUPPLIES FOR INSTALLATIONS (WIRE, CONNECTORS, SCREWS, TIES, TAPE, BITS, ETC).	EA	2.00	20.00
7	LABORINSTALL	MAN-HOURS LABOR FOR PROFESSIONAL INSTALLATION AND SERVICE	HOUR	5.00	425.00
CCTV System - Mechanical Room Exterior					

CCTV SYSTEM		Unit	Qty	Price	TOTAL
2695	SEC-CAMERAPREWIRE-C -Plenium	EA	1.00	282.85	282.85
SURVEILLANCE CAMERA PREWIRE: RG-59 CAMERA WIRE WITH SOLID COPPER CENTER AND SHIELDING AND 18-2 POWER CABLE IN VINYL "SIAMESE" JACKET AND CAT5e PULLED INTO SINGLE GANG BOX UNLESS OTHERWISE SPECIFIED.					
7972	ICR-EL-2000	EA	1.00	538.00	538.00
IC REALTIME DAY/NIT 100' IR ALL WEATHER BULLET CAMERA 560TV Lines COLOR/ 600 TV Lines BLACK/WHITE. 4 - 9MM VARIFOCAL LENS, 12VDC / 24VAC					
4800	SUPPLIES	EA	1.00	10.00	10.00
SMALL PARTS SUPPLIES FOR INSTALLATIONS (WIRE, CONNECTORS, SCREWS, TIES, TAPE, BITS, ETC).					
7	LABORINSTALL	HOUR	2.50	85.00	212.50
MAN-HOURS LABOR FOR PROFESSIONAL INSTALLATION AND SERVICE					
CCTV System - IT Room					
6969	ICR-DVR-MAX-8	EA	1.00	1,798.00	1,798.00
8 Ch. Slim DVR 120/120fps H.264 with 500GB HARD DRIVE					
6944	ICR-HARDRIVE-1TB	EA	1.00	399.99	399.99
IC REALTIME TERRABYTE SATA DRIVE					
7124	ICR-PWR-8DC-4A	EA	1.00	148.50	148.50
IC REALTIME 8 CHANNEL 12VDC 4 AMP POWER SUPPLY					
7	LABORINSTALL	HOUR	3.00	85.00	255.00
MAN-HOURS LABOR FOR PROFESSIONAL INSTALLATION AND SERVICE					

Exempt from Sales Tax
Total: CCTV System

9,424.94



SAFE & SOUND
(S Y S T E M S I N C)

CUSTOM • AFFORDABLE • SOLUTIONS

To: FC Farmington City
160 South Main Street
Farmington, UT 84025

Project Location: FC Farmington City
160 South Main Street
Farmington, UT

ESTIMATE

Est. No. 7230
Date: 01/27/2011
Time: 4:26 pm
Rep: DJB

Estimate Summary

	Price
CCTV System	9,424.94
Estimate Total:	\$9,424.94

Any unpaid balance extending past due date is subject to a late fee of 1.5% per month, 18% annually. Purchaser agrees to pay all expenses of enforcing the terms hereof, including all reasonable court costs and attorney fees.

Date: _____ Signature: _____

DIGITAL SECURITY SYSTEMS

PROTECT YOUR BUSINESS THROUGH TECHNOLOGY



DIGITAL SECURITY SYSTEMS INC.
445 VIRGINIA STREET
SALT LAKE CITY, UT 84103
TEL: 801 531-SAFE(7233)
FAX: 801 531-7435

HTTP://WWW.DIGITAL-SECURITY-SYSTEMS.COM

NAME ADDRESS
Farmington City Offices 160 South Main Street Attn Eric Miller Farmington, Utah 84025

SERVICE TO
CITY COMPLEX

Estimate

DATE	Estimate NO.	TERMS	REP	EXPIRES
1/6/2011	2350	1/2 Down-Bal. ...	BAP 2	1/6/2011

ITEM	DESCRIPTION	QTY	COST	TOTAL
New Installation	Install Wiring to Specified Locations for 2 Interior and 5 Exterior Color Cameras. (Hi-Capacity Plenum rated Coaxial cable and 18/2 ga. stranded power cable). All Home Runs to Specified Office Area. Install 2 Interior & 5 exterior Hi-Resolution Color Cameras as Specified to Pre-Wiring. Install Digital Video Recording System (DVR) and Interface with UPS Power Back-up System. Install Power Supplies for Camera System. Integrate, Interface, Adjust, Program and Test Total System. Provide Authorized Personnel with All Instructional, Operational, Software Materials and All Related Items. Provide Pass Codes/Passwords, Technical Support and Limited Warranty for the Complete System for a Period of One Year from Date of Installation. INCLUDES ONE YEAR SERVICE CONTRACT W/MONTHLY SERVICE VISITS AS NECESSARY.		2,465.00	2,465.00
Digital Recorder	JBP8k-Super Digital Hi- Resolution Intellex Surveillance System W/1.0 Terra Byte Hard Drive Fully Networkable W/Rack Mount	1	1,850.00	1,850.00
Bosch LTC 0455/21	Bosch LTC 0455/21 Super High Resolution Color Camera (540 TVL) W/Nite Sense	5	336.50	1,682.50
Bosch Lens 2.8-10	Bosch LTC 3364/50 Vari-Focal Lens 2.8-10	5	169.58	847.90
MDV Camera Color	Bosch Flexi-Dome XT Vandal Proof High Resolution (540+ TVL) W/Electric Iris Vari- Focal Lens & Nite Sense. Conv Wall/Ceiling Mount Mini Dome Color Camera	2	336.50	673.00
Housing Outdoor	Outdoor Housing Ivory W/ Heater Blower Assy	5	106.608	533.04
Housing Bracket	Outdoor Housing Bracket	5	19.70	98.50
Power Supply 9	8.5 Amp Power Supply W 9 Individually Fused Outputs	1	189.76	189.76

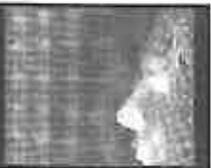
Thank You. We Appreciate Your Business!!

TOTAL

SIGNATURE _____

DIGITAL SECURITY SYSTEMS

PROTECT YOUR BUSINESS THRU TECHNOLOGY



DIGITAL SECURITY SYSTEMS INC.
445 VIRGINIA STREET
SALT LAKE CITY, UT 84103
TEL: 801 531-SAFE(7233)
FAX: 801 531-7435

[HTTP://WWW.DIGITAL-SECURITY-SYSTEMS.COM](http://www.digital-security-systems.com)

NAME ADDRESS
Farmington City Offices 160 South Main Street Attn Eric Miller Farmington, Utah 84025

SERVICE TO
CITY COMPLEX

Estimate

DATE	Estimate NO.	TERMS	REP	EXPIRES
1/6/2011	2350	1/2 Down-Bal. ...	BAP 2	1/6/2011

ITEM	DESCRIPTION	QTY	COST	TOTAL
Coaxial Cable	RG59 95% Copper For Highest Signal Quality Plenum Rated	840	0.70526	592.42
18/2 AWG	18/2 AWG Power Cable	840	0.39	327.60
BNC	BNC Coaxial Connector	14	1.89	26.46
Miscellaneous	Miscellaneous Solder, Connectors, Fasteners, Boxes and Related Mounting Hardware & Sealant		65.00	65.00
NOTE NETWORK	NOTE: THIS MACHINE IS PROVIDED NETWORK READY, ADDITIONAL LABOR MAY BE REQUIRED DUE TO YOUR NETWORK CONFIGURATION TO INTEGRATE TO MONITORING SYSTEM IF NETWORKED TO OTHER COMPUTERS OR NETWORKS		0.00	0.00
NOTE CHANGES	NOTE: ALL CHANGE ORDERS WILL BE BASED ON TIME AND MATERIAL		0.00	0.00
NOTE UPS	NOTE WE HIGHLY RECOMMEND A UPS AUXILIARY POWER BACK UP TO PROTECT FROM POWER SPIKES & VOLTAGE PROBLEMS REQUIRED TO VALIDATE WARRANTY IF YOU HAVE AN EXISTING UPS SYSTEM IT IS RECOMMENDED IT BE HOOKED TO IT IF PROPERLY SIZED TO HANDLE ADDITIONAL LOAD.			0.00
NOTE	NOTE: THIS BID INCLUDES LOWERING OUTSIDE CAMERAS TO APPROX 12 FOOT LEVEL TO FACILITATE PROPER VIEWS AND PROVIDE IDENTIFIABLE PICTURES, IF INSTALLED AT THE 2ND STORY LEVEL PICTURES WILL NOT BE IDENTIFIABLE AS ANGLES ARE TOO HIGH AND WILL SHOW PRIMARILY TOPS OF HEADS.		0.00	0.00

Thank You. We Appreciate Your Business!!

TOTAL

SIGNATURE _____

DIGITAL SECURITY SYSTEMS

PROTECT YOUR BUSINESS WITH TECHNOLOGY



DIGITAL SECURITY SYSTEMS INC.
445 VIRGINIA STREET
SALT LAKE CITY, UT 84103
TEL: 801 531-SAFE(7233)
FAX: 801 531-7435

[HTTP://WWW.DIGITAL-SECURITY-SYSTEMS.COM](http://www.digital-security-systems.com)

NAME ADDRESS
Farmington City Offices 160 South Main Street Attn Eric Miller Farmington, Utah 84025

SERVICE TO
CITY COMPLEX

Estimate

DATE	Estimate NO.	TERMS	REP	EXPIRES
1/6/2011	2350	1/2 Down-Bal. ...	BAP 2	1/6/2011

ITEM	DESCRIPTION	QTY	COST	TOTAL
NOTE	NOTE: OPTIONAL RECORDER AVAILABLE W/PERIMETER AND INTRUSION ALARMS & CAN E-MAIL AND TEXT NOTIFICATION OF ALARM TO SELECTED USERS (ADDITIONAL \$1,500)		0.00	0.00

Thank You. We Appreciate Your Business!!	TOTAL	\$9,351.18
--	--------------	------------

SIGNATURE _____

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

**S U B J E C T: Discussion and Approval of Legacy Trail Maintenance Agreement with
UDOT**

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim.

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

CITY CLERK

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: February 4, 2011

SUBJECT: **INTERLOCAL COOPERATION AGREEMENT BETWEEN UDOT AND FARMINGTON CITY FOR LEGACY PARKWAY TRAIL SYSTEM**

RECOMMENDATION

By minute motion, authorize the Mayor to execute the attached interlocal cooperation agreement between UDOT and Farmington City providing for maintenance of the Legacy Parkway Trail System.

BACKGROUND

Staff is making this recommendation reluctantly and only after a few years effort by many parties to reach a less than desirable solution.

When the Legacy Highway was being designed a "political" settlement was reached with various groups seeking to stop or delay the highway's construction. Part of that settlement was that a significant trail system be built as part of and adjacent to the new highway. This trail runs several miles through four cities and portions of Davis County. After the trail was constructed, UDOT sought to turn over maintenance of the trail to the cities through which the trail runs. UDOT states it was always the intent to turn over the trail since UDOT does not historically maintain trails. The affected cities had no input in the design or construction of the trail nor did they know at the time of trail construction they would be asked to assume maintenance. In the meantime and after considerable frustration expressed from the affected cities, most of the vegetation and trees planted along the trail have died. The situation will get worse if nothing is done before spring. Access is somewhat restricted and to provide for minimal maintenance, this interlocal agreement has been negotiated which would "allow" the cities to assume maintenance costs they never wanted. No funding mechanism is provided for this trail.

The City may choose to not approve this agreement in which case the trail will become a weed patch and safety headache significantly below the high maintenance standard

Farmington sets for itself. The negative tone of this recommendation is due to the increased burden this will place on our already stretched parks staff and maintenance budget. While we greatly value our trails, we must begin to take steps now to address the long term maintenance challenges these trails create.

Once this agreement is ratified by all four cities, it is highly likely the affected cities would enter into a contract services agreement with either the County or a third party provider for the maintenance. This is due to the fact that the water lines and shut off valves cross UDOT right of ways, multiple jurisdictions, utility easements, etc. The only way to remedy that situation would be to redesign and completely rip out and replace 14 miles of water lines at significant cost to the taxpayer.

Lastly, there is a high probability that West Bountiful may not ratify this agreement due to other unrelated and unresolved issues with UDOT. Unfortunately West Bountiful's portion is in the middle of the trail and not the end so this creates a significant maintenance challenge. In spite of this fact, the remaining cities have decided to go forth seeking ratification of the agreement. Should West Bountiful's participation question not get resolved, this agreement may get modified and come back to the City Council for further consideration.

Respectfully Submitted

A handwritten signature in cursive script, appearing to read "Dave Millheim".

Dave Millheim
City Manager

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE UTAH DEPARTMENT OF TRANSPORTATION
AND
CENTERVILLE CITY, FARMINGTON CITY, DAVIS COUNTY, NORTH SALT LAKE CITY, WEST BOUNTIFUL CITY AND WOODS CROSS CITY
PROVIDING FOR
MAINTENANCE OF THE LEGACY PARKWAY TRAIL SYSTEM

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2011, by and among the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah, hereinafter referred to as "UDOT", and **CENTERVILLE CITY, FARMINGTON CITY, DAVIS COUNTY, NORTH SALT LAKE CITY, WEST BOUNTIFUL CITY and WOODS CROSS CITY**, hereinafter collectively referred to as the "Local Entities."

WITNESSETH:

WHEREAS, Title 11, Chapter 13 of the *Utah Code Annotated*, 1953, as amended, authorizes contracts between public agencies for the performance of any governmental service or activity which each public agency is authorized to perform and agreements for joint or cooperative action between such agencies; and

WHEREAS, UDOT is an agency of the State of Utah and the remaining parties to this Agreement are public agencies located within Davis County, State of Utah and are empowered to own, operate and maintain public trails, trailheads and related structures and facilities for the benefit of their citizens; and

WHEREAS, UDOT has completed construction of the Legacy Parkway and in conjunction therewith has constructed the Legacy Parkway Trail System which traverses through the boundaries of the Local Entities as shown in Exhibit "A"; and

WHEREAS, UDOT desires to transfer the responsibility for the maintenance of the Legacy Parkway Trail System to the Local Entities to maintain consistency with its policy regarding trail maintenance throughout the State, and the Local Entities are willing to accept such responsibility in accordance with terms and conditions set forth herein below; and

WHEREAS, the parties desire to coordinate and cooperate with each other in providing their respective services to the public; and

WHEREAS, proper and adequate maintenance of the Legacy Parkway Trail System will provide a benefit to the parties hereto and their respective citizens desiring to use the Legacy Parkway Trail System; and

WHEREAS, the parties hereto desire to establish procedures for cooperative action in conjunction with maintaining and operating the Legacy Parkway Trail System; and

WHEREAS, the parties hereto desire to reduce their respective understandings and agreement to writing;

NOW, THEREFORE, in consideration of mutual covenants contained herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, and in compliance with and pursuant to the terms and provisions of the Interlocal Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. **LEGACY PARKWAY TRAIL SYSTEM.** The Legacy Parkway Trail System consists of trails (the "Trails") and certain structures (the "Structures") together with trailheads (the "Trailheads") all of which are more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof. The Legacy Parkway Trail System has heretofore been designed, constructed and installed by UDOT at UDOT's sole expense. It is understood that any further Trails construction or relocation instigated at the request of UDOT shall be done at UDOT's sole expense. UDOT hereby transfers the responsibility for operation and maintenance of the Trails, the Structures, and the Trailheads to the Local Entities. In addition to the foregoing, UDOT hereby agrees to transfer maintenance of the Landscaping and Sprinkler System (as defined herein below) to the Local Entities.

2. **TRAILS MAINTENANCE.**

a. Defined Maintenance Area. The Local Entities shall have the responsibility to maintain within their respective jurisdictional boundaries those portions of the Trails located therein. The area of maintenance shall be that area extending from the UDOT no access line (4 foot fence near the Legacy Parkway travel lanes) to the UDOT right of way line in those areas where the Trails are located. For the paved trail segments south of Center Street in North Salt Lake and between the Birnam Woods underpass and 1250 West in Centerville the maintenance area is defined as the width of the trail only.

b. Trash. The Local Entities shall have the responsibility for trash pickup and removal within the area of maintenance within their respective jurisdictional boundaries.

c. Surface Maintenance. The Local Entities shall have the responsibility to maintain all asphalt, road base, soft surface (equestrian), and wood boardwalk trail surfaces within their respective jurisdictional boundaries.

d. Signs. The Local Entities shall have the responsibility to maintain all Trails related signs located within their respective jurisdictional boundaries. UDOT shall provide each of the Local Entities with a list of all signs that have been erected within their respective jurisdictional boundaries and the locations thereof along with a list of those suppliers who supplied signs for the project. All signs required to be installed pursuant to UDOT's construction plans and specifications shall have been installed by UDOT and shall be in good condition.

e. Drainage. UDOT shall insure that drainage for all Trails surfaces have been adequately provided and that the Trails surfaces are adequately drained.

f. Snow Removal. The Local Entities shall each be responsible for all snow removal within that portion of the Trails system located within their respective jurisdictional boundaries. The Local Entities will determine, in their sole discretion what level of snow removal, if any, will be provided for that portion of the Trails system located within their respective jurisdictional boundaries.

3. **STRUCTURES MAINTENANCE.** UDOT has constructed or caused to be constructed various Structures as part of the Legacy Parkway Trail System

a. Structural Integrity. UDOT shall be responsible to maintain and inspect all Structures listed in Exhibit A with regard to their structural integrity whether over and/or under the Legacy Parkway and upon any on and off ramps connected thereto.

b. Gateway Monuments. UDOT shall be responsible to maintain all structures, landscape, and irrigation at the gateway monuments located at the Northern end of the Parkway and within the defined UDOT maintenance area.

c. Graffiti. The Local Entities shall each have responsibility for graffiti removal on the inside of all Trails Structures located within their respective jurisdictional boundaries for the following structures:

- i. I-215 Northbound Trail Underpass
- ii. Center Street Trail Underpass
- iii. 500 South Trail Underpass
- iv. 1200 North Trail Underpass

UDOT shall have responsibility for graffiti removal on all other Structures. At the request of the Local Entities UDOT will perform all graffiti removal work on all the Structures and will bill the Local Entities for work performed on the Structures which the Local Entities are respectively responsible for. UDOT shall remove all graffiti in a timely and

economic manner. The Local Entities may, at their option, remove the graffiti themselves or through a private contractor at their cost.

c. Trails Bridges. Trails Bridges that carry the Trails system only and do not cross over the Legacy Parkway surface shall be maintained by the Local Entities.

d. Lighting. UDOT shall have the responsibility for maintenance of all Trails related structure lighting in all structures with the exception of the Center Street Trail Underpass and the 500 South Trail Underpass. The Local Entities shall have the responsibility for the maintenance of the lighting in these structures.

e. Crossing Structures Trail Surfaces. The Local Entities shall each have maintenance responsibility for all Trails related surfaces within the following crossing structures that are located within their respective jurisdictions:

- i. I-215 Northbound Trail Underpass
- ii. I-215 Southbound Overpass
- iii. Center Street Trail Underpass
- iv. 500 South Trail Underpass
- v. 1200 North Trail Underpass
- vi. Birnam Woods Trail Underpass
- vii. Glover Lane Overpass
- viii. State Street Overpass

UDOT shall have maintenance responsibility for the trail surface under the Birnam Woods Trail Underpass until UDOT makes the necessary improvements to eliminate overhead water dripping onto the trail surface.

3. **TRAILHEAD MAINTENANCE.** The Local Entities shall each be responsible to maintain all features comprising the Trailheads located within their respective jurisdictional boundaries. Such features include:

1. Trailheads paved and concrete surfaces
2. Kiosks
3. Sidewalks and curb and gutter
4. Signage
5. Lighting
6. Drainage systems
7. Trash/animal waste cleanup

4. **LANDSCAPING AND IRRIGATION MAINTENANCE.** Landscaping and Irrigation has been designed, installed and constructed by UDOT as part of the Legacy Parkway and Trail System.

a. Defined Maintenance Area. The Local Entities shall be responsible for maintenance of all Legacy Parkway Trail System landscaping which is located within their respective jurisdictional boundaries within those areas containing the Trails extending from the UDOT no access line (4 foot fence near Legacy roadway) to the UDOT right of way line. The foregoing includes all landscaping contained within Trailheads locations.

b. Weed Control. The Local Entities shall each be responsible for all weed control within the defined maintenance areas located within their respective jurisdictional boundaries.

c. Provision of Water. All water required for irrigation shall be provided by UDOT at no cost to the Local Entities.

d. Irrigation System Maintenance. UDOT shall provide to the Local Entities the operation and maintenance manuals for the irrigation system and as-built plans for the irrigation system layout. The Local Entities shall be responsible for maintenance of the irrigation system between the no access line and the UDOT right of way line in those areas containing the Trails and Trailheads within those portions of the Legacy Parkway Trail System located within their respective jurisdictions. UDOT shall be responsible for all of the remaining irrigation along the Parkway. It is understood if the Local Entities choose to stop operation and maintenance of its portion of the irrigation system nothing in this agreement precludes them from doing such.

6. **INSPECTION.** Thirty days prior to transferring the maintenance of the trail system an inspection of the property to be transferred shall be made by representatives of the Local Entities and UDOT to insure the conditions set forth in this Agreement have been satisfied. A list of any deficiencies shall be made and all deficiencies shall be corrected by UDOT.

7. **ASSIGNMENT.** This agreement is not assignable.

8. **ENTIRE AGREEMENT.** This agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.

9. **RESPONSIBILITY FOR EMPLOYEES.** Except as specifically provided otherwise herein, each party shall be responsible for and shall defend the actions of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement. Each party shall be solely responsible for providing workers' compensation, wages and benefits for its own personnel who provide any assistance under the terms this Agreement.

10. **LIABILITY AND INDEMNIFICATION.** UDOT and the Local Entities shall each be responsible for conducting their respective activities provided for or contemplated herein, and each waives all claims and recourse against the other in connection with any claim arising out of a party's conduct of any of the activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activities of such party as contemplated by this Agreement. Furthermore, each party hereto agrees to indemnify and hold the parties harmless from any claim, injury, or damages arising out of or connected with the actions or omissions of such party or any activities of such party contemplated under the terms of this Agreement. Each party agrees to maintain public liability and property damage insurance coverage during the term of this Agreement with coverage in amounts deemed adequate by such party.

11. **INDEMNIFICATION.** UDOT hereby agrees to indemnify and to hold harmless and defend the Local Entities and their respective officers, agents, employees, and representatives from and against any and all loss, damages and claims resulting from the activities of UDOT or a breach of the terms of this Agreement by UDOT and its representatives hereunder. The Local Entities each agree to indemnify and hold harmless and defend each other and UDOT and its officers, agents, employees and representatives from and against any and all loss, damages and claims resulting from the activities of the Local Entities or a breach of the terms of this Agreement by the Local Entities and their representatives hereunder.

12. **DURATION OF AGREEMENT.** This Agreement shall continue and remain in full force and effect for a period of 50 years, unless terminated by the mutual consent of the parties hereto. At the end of the initial term, the parties may, by written agreement, extend this Interlocal Cooperation Agreement for an additional term.

13. **NO SEPARATE LEGAL ENTITY.** No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Managers or Administrators of the Cities, the Planning Director of the County and the Region 1 Director of UDOT, acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

14. **ATTORNEY REVIEW.** This Agreement shall be submitted to the authorized attorney for each party for approval as to form in accordance with Section 11-13-202.5 of the *Utah Code Annotated*, 1953, as amended.

15. **SEVERABILITY.** If any portion of this Agreement is held unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions hereof shall continue in full force and effect.

16. **THIRD PARTIES.** This Agreement is not intended to benefit any person or entity not named as a party hereto.

17. **BREACH.** If any party fails to perform its obligations hereunder or to comply with the terms hereof, the non-defaulting party shall have all rights and remedies available at law and/or in equity.

18. **AMENDMENT.** This Agreement may be amended only in writing signed by the parties hereto.

19. **COOPERATION.** It is the intent and desire of the parties to hereto to cooperate in carrying out the terms of this Agreement in order to achieve a coordinated maintenance of the Legacy Parkway Trails System and to minimize disruption and unnecessary expense for the parties hereto.

20. **PRIVILEGES AND IMMUNITY.** Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the party employing their services even if performing functions outside of the territorial limits of such party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities available to any of the parties under the Governmental Immunity Act as set forth in §§ 63-30d-101, *et. seq.* of the *Utah Code Ann.*, as amended.

21. **RESOLUTION.** The governing body of each of the parties hereto shall adopt a resolution authorizing said party to enter into this Agreement and copy of such resolution shall be attached hereto and by this reference be made a part hereof.

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

“UDOT”

**UTAH DEPARTMENT OF
TRANSPORTATION**

By: _____

Its: _____

CENTERVILLE CITY

ATTEST:

City Recorder

By: _____

Mayor

FARMINGTON CITY

ATTEST:

City Recorder

By: _____

Mayor

NORTH SALT LAKE CITY

ATTEST:

City Recorder

By: _____

Mayor

WEST BOUNTIFUL CITY

ATTEST:

City Recorder

By: _____
Mayor

WOODS CROSS CITY

ATTEST:

City Recorder

By: _____
Mayor

“COUNTY”

DAVIS COUNTY

ATTEST:

County Clerk

By: _____
Commission Chair

Approved as to Form and Legality:

Centerville City Attorney

Farmington City Attorney

Davis County Attorney

North Salt Lake City Attorney

West Bountiful City Attorney

Woods Cross City Attorney

UDOT Attorney

Exhibit A



Legacy Parkway and Preserve

-  Legacy Parkway
-  Trail System
-  Legacy Nature Preserve
-  Commuter Rail

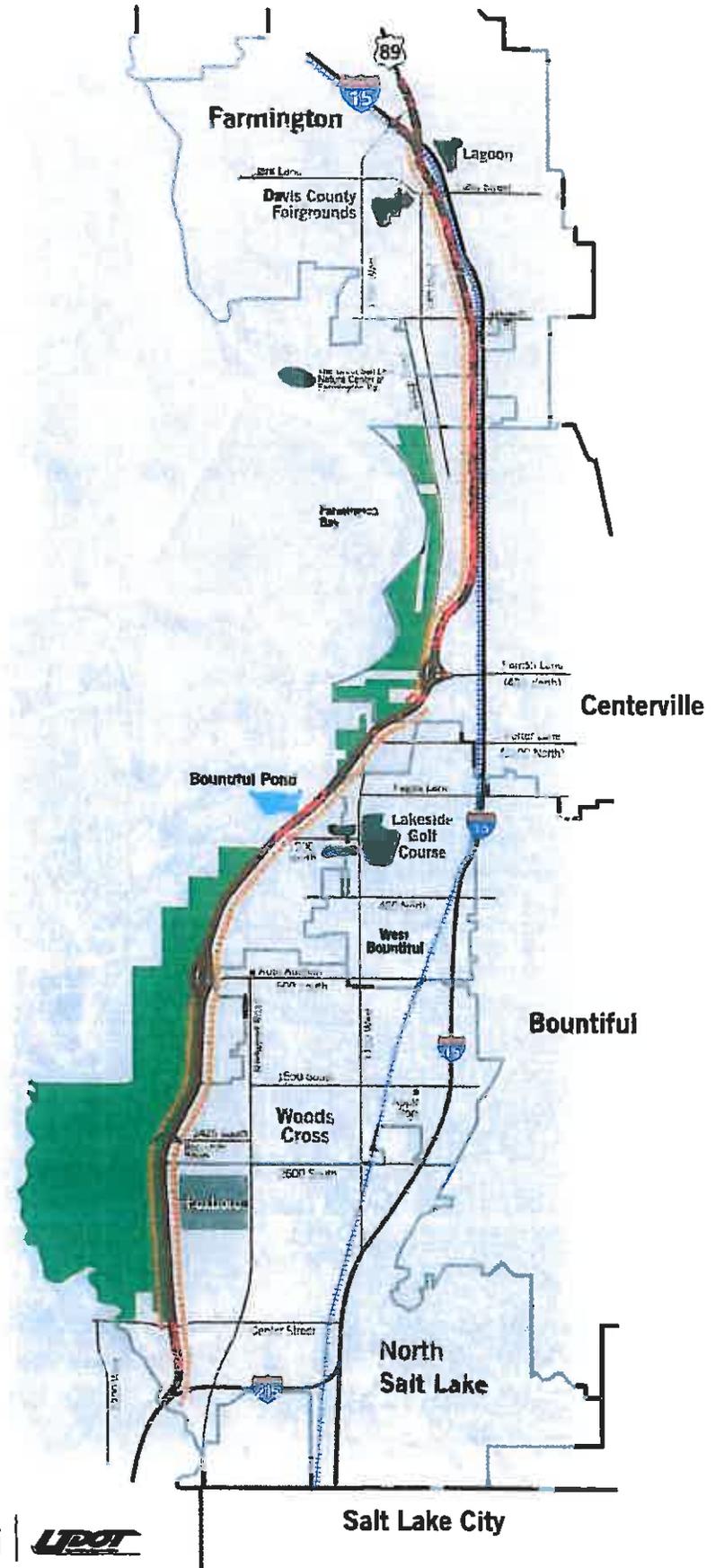


Exhibit B

Legacy Parkway Trail System Description

Trails

1. Paved Trail From the Farmington Frontrunner Station to the Birnam Woods Trail Underpass on the west side of the Parkway. From the Birnam Woods Trail Underpass to 240 feet south of the northbound lane of I-215 on the east side of the Parkway.
2. Unpaved Trail From the 500 South Trailhead to Center Street in North Salt Lake on the west side of the Parkway.

Structures

I-215 Northbound Lane Trail Underpass	North Salt Lake
Center Street Trail Underpass	North Salt Lake
500 South Trail Underpass	Woods Cross
1200 North Trail Underpass	West Bountiful
Birnam Woods Trail Underpass	Centerville

Specifically Excludes:

2425 South Trail Overpass

Trailheads

Center Street Trailhead	North Salt Lake
2425 South Trailhead	Woods Cross
500 South Trailhead	Woods Cross
Millcreek Trailhead	West Bountiful
Pages Lane Trailhead	West Bountiful
Porter/Howard Trailhead	West Bountiful
Birnam Woods Trailhead	West Bountiful
250 South Trailhead	Farmington

September 9, 2010

J. Brent De Young, P.E.
UDOT Region 1
166 West Southwell Street
Ogden, Utah 84401

Dear Brent,

We appreciated the opportunity to meet with you and tour the Legacy Parkway Trail a few weeks ago. The City managers have met since that date and would like to meet with you as soon as possible to finalize the agreement.

There are a few issues we need to discuss before finalizing the agreement which are as follows:

1. The trail underpass structure northeast of the Birnam Woods trailhead, as you are aware, needs to be repaired to keep water off of the trail in the structure. We feel that until this work is completed we cannot accept maintenance of any of this underpass area and request this area remain under UDOT maintenance including the structure as well as the trail surface until the structure is repaired.
2. We feel the lighting within the trail structures underneath the Parkway and other state highways should be maintained by UDOT since these are UDOT structures.
3. Since the irrigation system is so interconnected between the trail area and the roadway, we feel the appropriate way for this to be maintained is to have it maintained by one entity, be it one of us or a private contractor, with each of us paying a portion of the cost. We would like to discuss this with you to determine if we can come to an agreement on how best to maintain the irrigation system.
4. Could you check with the Legacy Team to see if there were any plans to seal the trail? Typically we seal our trails after they are constructed to prolong the need to repair and replace them. We would like to

discuss our concerns of the trail not being sealed prior to us taking over maintenance.

I have attached a copy of the agreement with the proposed changes in red. I have also listed the trail system components in Exhibit A of the agreement.

Of the possible dates to meet, September 23rd appears to be the best for us. I have scheduled to meet at 2:00 p.m. on the 23rd here at Woods Cross. If for some reason this doesn't work for you, please let me know so I can reschedule.

Sincerely,

Gary Uresk
City Administrator

cc: Barry Edwards, North Salt Lake
Barry Burton, Davis County
Steve Thacker, Centerville City
Max Forbush, Farmington City
Craig Howe, West Bountiful City

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

**SUBJECT: Inter-local Agreement with UDOT Regarding Segment One of the Park
Lane Village Trail**

GENERAL INFORMATION:

Please see enclosed staff report and agreement prepared by Dave Millheim.

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

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: February 4, 2011

SUBJECT: **INTERLOCAL COOPERATION AGREEMENT BETWEEN UDOT
AND FARMINGTON CITY FOR SEGMENT ONE OF THE PARK
LANE VILLAGE TRAIL**

RECOMMENDATION

By minute motion, authorize the Mayor to execute the attached interlocal cooperation agreement between UDOT and Farmington City providing for maintenance of Segment 1 of the Park Lane Village Trail.

BACKGROUND

Unlike the previous agenda item which was a large trail system somewhat forced upon the City, this trail addition was worked through cooperatively with UDOT, property owners and the City. It provides an important link in an area of future high density, transit and retail. We still must be sensitive to the maintenance challenges of new trails but we are pleased to bring this trail addition into the City.

Respectfully Submitted

Dave Millheim
City Manager

Proposed Park Lane Village Trail
Trail Access Under Railroad Structure on Park Lane
FARMINGTON CITY

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this 14th day of July, 2010 by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and **FARMINGTON CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**City**”.

WITNESSETH:

WHEREAS, the **CITY** has previously entered into agreements with developers in the area of Park Lane Village regarding the construction of a Proposed Trail in the area generally bounded by Park Lane, and Station Parkway in Farmington City, Davis County, Utah; and

WHEREAS, the City would like to see the trail system being constructed through this development to connect to the Legacy Trail under the bridge structure of Park Lane running parallel to the Union Pacific and UTA Frontrunner Tracks more particularly shown on Exhibit “A” as Segment 1 of the Park Lane Village Trail.

WHEREAS, the Segment 1 of the Proposed Park Lane Village Trail, were it to be realigned as proposed in the paragraph above will encroach on UDOT property. The City has filed an application with **UDOT** to allow encroachment on the right-of-way for the purpose of extending the Proposed Park Lane Village Trail north from the UDOT property to Park Lane in the northerly direction towards the future Segment 2 as shown on Exhibit “A.”

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

WHEREAS, **UDOT** agrees to the foregoing paragraphs that these are hereby incorporated in this Agreement.

Proposed Park Lane Village Trail
Trail Access Under Railroad Structure on Park Lane
FARMINGTON CITY

WHEREAS, the **CITY**, subject to issuance of the permits referenced in this Agreement hereby agrees as follows:

1. Trail Improvements Installation. The **CITY** agrees to install and maintain the trail and improvements and any appurtenances across Segments 1 and 2 as shown in Exhibit "A", attached hereto and incorporated herein by this reference, in accordance with plans approved by **UDOT**.
2. The **CITY** further agrees to indemnify and hold harmless **UDOT** from any claims, causes of action, or suits resulting from the City's construction and maintenance of Park Lane Village Trail on **UDOT** property.
3. **UDOT** hereby agrees to process the application for the right-of-way encroachments, as referenced above, for Segments 1 and 2 of the Park Lane Village Trail in an expeditious manner. The parties specifically agree that **UDOT** shall have the right at any time to use the limits of the existing **UDOT** right-of-way. At the direction of **UDOT**, the **CITY** will remove and/or relocate the trail at the City's sole expense and restore the property to the condition prior to construction.

NOW THEREFORE, this Agreement shall be binding upon the parties hereto and respective officers, agents, employees, successors and assigns. The covenants contained herein shall be deemed to run with the Property and that this Agreement shall be governed and interpreted in accordance with the laws of the State of Utah.

WHEREAS, this Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes any prior promises, representations, warranties, agreements or understandings between the parties.

Proposed Park Lane Village Trail
Tie into existing Chain Link Fence
FARMINGTON CITY

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

ATTEST:

FARMINGTON, a municipal Corporation
of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:

**UTAH DEPARTMENT OF
TRANSPORTATION**

Date: _____

Date: _____

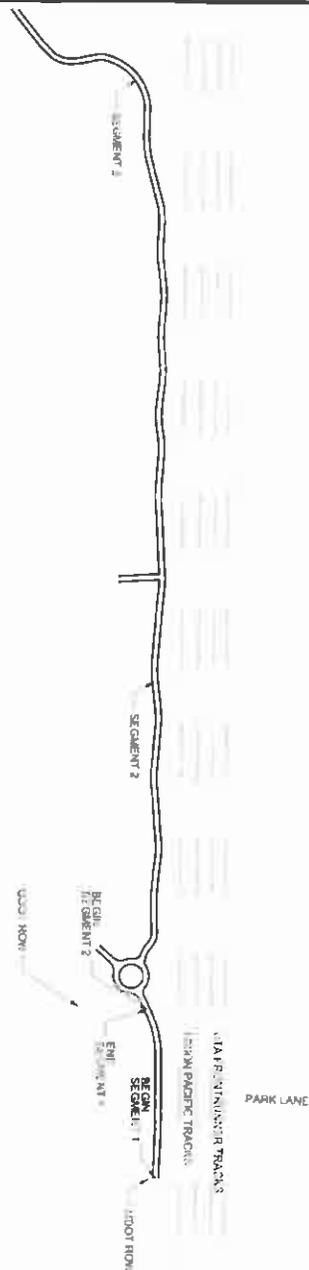
APPROVED AS TO FORM:

UDOT COMPTOLLER'S OFFICE:

The Utah State Attorney General's
Office has previously approved all
paragraphs in this Agreement as to form.

Date: _____

EXHIBIT "A"



FARMINGTON CITY		UTAH DEPARTMENT OF TRANSPORTATION		REVISION	
FARMINGTON PEDESTRIAN TRAIL					
PROJECT NO.	0019F	DESIGNED BY	CN		
		DRAWN BY	BG		

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

SUBJECT: Open Space Waiver Request for Humphrey's Subdivision

GENERAL INFORMATION:

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 7, 2011

SUBJECT: OPEN SPACE WAIVER REQUEST – HUMPHREYS SUBDIVISION

RECOMMENDATION

Waive the open space requirement for the Humphreys two-lot subdivision subject to the property owner providing comparable compensation in lieu of the mandatory conservation easement normally required to encompass 10% of the gross area of subdivisions in the R zone (or in this case 2,849.00 square feet). Compensation received must be set aside by the City in an account earmarked for open space acquisition, park development, or some other related use/activity. [Note: the value of an easement is approximately 50% of the value of the land. The estimated value of undeveloped vacant land in this area of the community is \$2.00/square foot, therefore, the comparable compensation for the requested waiver is \$2,849.00].

BACKGROUND

This matter was tabled by the City Council on January 18, 2011, to allow time for staff to explore reasonable alternatives for the just compensation. The City Planner discussed the proposal set forth in the motion above with the agent for the applicant, which agent is agreeable to the recommendation.

It is further recommended that city staff immediately pursue appropriate policy/ordinance amendments, consistent with the motion, with the City Attorney for consideration by the governing body, to enable the city to more even handedly respond to such requests in the future.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2011

SUBJECT: City Manager Report

1. Upcoming Agenda Items
2. Memo from Todd Godfrey regarding Installation and Construction of Public Improvements Prior to Bonding
3. Building Activity Report for January
4. Planning Commission Reports
5. UDOT Signal Transfer Issues for Park Lane

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 1, 2011 - Staff Reports Due: February 18th

Presentation of "Award of Top Shooter"

Action Items:

- Approval of Minutes of Previous Meetings

Summary Action Items:

- Plat Amendment – Oakridge Village Condominium
- Agreement - Hidden Meadow culinary water line/fire hydrant
- Agreement – Merrill Law culinary water line/fire hydrant
- Interlocal Agreement with Davis County – Animal Control
- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Disbursement Lists

Discussion Items:

- Discussion regarding Art Work for City Council Chambers
- Planning Commission Report
- Mayor & City Council Reports

MICHAEL J. MAZURAN
MICHAEL Z. HAYES
LISA G. ROMNEY
TODD J. GODFREY

LAW OFFICES
MAZURAN & HAYES, P.C.
A PROFESSIONAL CORPORATION
2118 EAST 3900 SOUTH, SUITE 300
SALT LAKE CITY, UTAH 84124-1725

TELEPHONE (801) 272-8998
FACSIMILE (801) 272-1551

MEMORANDUM

To: Dave Millheim
Farmington City

From: Todd Godfrey

Date: January 13, 2011

Re: Installation and Construction of Public Improvements Prior to Bonding

Based on our discussions over the last several days I have considered matters you have raised regarding the City's practice of allowing developers or property owners to begin the construction and installation of public improvements prior to the City's receipt of bond funds. Your current City ordinances, specifically, §12-6-170, allow this practice. As a general rule, I believe that the City's position has been that any peril involved in this practice lays primarily with the property owner. However, recent events have caused the City to reconsider this position. There is now some concern that if improvements are installed incorrectly or if the project is abandoned prior to bonding, the incomplete improvements will become the problem of, and an issue for, the City. It is my understanding that the practice has been allowed as a means of, to some degree, reducing the bonding obligations of developers due to the fact that current market conditions make bonding for public improvements very, very difficult.

It has been the practice of a number of cities over the course of many years to enact ordinances which prohibit the construction of any public improvements on private property prior to bonding being in place. In addition, I know a number of cities who are unwilling to accept bonds until plats have been recorded. This position certainly addresses the current concerns of the City. However, it may leave developers or property owners in a difficult position given the current market conditions where bonding has been difficult. It may also lead to increased pressure for the City to accept surety bonds as opposed to a more accessible form of security such as a letter of credit or escrow account. In any circumstance, we do not advise that the City accept surety bonds to secure normal subdivision improvements.

In terms of advice from our office, it is my recommendation that the City enact an ordinance

Dave Millheim
January 13, 2011
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and strictly follow a practice which does not allow construction of public improvements until a bond has been posted and, in applicable circumstances, a plat has been recorded. I acknowledge that this does not address the current economic circumstances where bonding is difficult. On further consideration of these issues, I believe they deserve the attention of the City staff and potentially the Planning Commission and City Council. In the event the City decides to continue a practice that allows the construction of public improvements on private property prior to the receipt of a bond, we should discuss some practical constraints and what may be done to protect the City's interest.

Please call me if you have any further questions.

Month of January 2011	BUILDING ACTIVITY REPORT - JULY 2010 THRU JUNE 2011				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	9	9	\$2,011,400.00	64	64
DUPLEX					
MULTIPLE DWELLING					
OTHER RESIDENTIAL				7	7
SUB-TOTAL	9	9	\$2,011,400.00	71	71
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	3		\$25,415.00	25	
CARPORT/GARAGE				1	
ADDITIONS/REMODELS	1		\$150,000.00	6	
SWIMMING POOLS/SPAS					
OTHER (water heater, patio cover, furnace)	7		\$46,908.00	55	
SUB-TOTAL	11		\$222,323.00	87	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL (shell only)	4		\$6,200,774.00	8	
PUBLIC/INSTITUTIONAL					
CHURCHES					
OTHERS				1	
SUB-TOTAL	4		\$6,200,774.00	9	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	1		\$40,000.00	5	
OFFICE				3	
PUBLIC/INSTITUTIONAL					
CHURCHES					
OTHER				3	
SUB-TOTAL	1		\$40,000.00	11	
MISCELLANEOUS - NON-RESIDENTIAL *****					
				3	
SUB-TOTAL	0		\$0.00	3	
TOTALS	25	9	\$8,474,497.00	181	71