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

FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, March 1, 2011, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah. The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

REPORTS OF COMITTEES/MUNICIPAL OFFICERS

7:05 Administration of Oath of Office – Youth City Council Members

PUBLIC HEARINGS:

7:10 Public Hearing: Consideration of Ordinance Rezoning Property owned by K.H. Kambouris at approximately 1470 South 200 East from A-F to LR-F (#Z-3-10)

7:20 Public Hearing: Consideration of a Preliminary Master Plan for a Planned Unit Development and an Ordinance enacting a PUD overlay for the Miller Meadows Subdivision *(At the request of the developer, this item has been cancelled)*

PRESENTATION OF PETITIONS AND REQUESTS:

7:25 Consideration of Request by K.H. Kambouris to Waive Open Space Requirements related to the Creation of the Flag Lot at approximately 1470 South 200 East.

7:35 Request for Amendment to Sign Ordinance – Jon Neese

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

7:50 Presentation by Interior Design Committee regarding Art Work for City Hall

8:05 Professional Services Agreement with CRS for Scope of Services for Park Lane and Station Park Traffic Signal Design

SUMMARY ACTION:

8:10 Minute Motion Approving Summary Action List

- Payment and Release Agreement with TC&T Investment, LLC
- Form Agreement for 900-1000 North/125 West to 227 West for Public Improvements to Water Lines and Curb and Gutter
- Agreement with Merrill Law regarding Culinary Water Line and Fire Hydrant
- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Disbursement Lists for December 2010 & January 2011

GOVERNING BODY REPORTS:

8:15 City Manager Report

1. Upcoming Agenda Items
2. Report on Meeting with County on Prosecution Services
3. Update on Well Status from Paul Hirst

8:20 Mayor Harbertson & City Council Reports

NOTICES OF COMMUNICATION:

8:30 Upcoming Budget Schedule

8:35 Items of General Correspondence

a) Letter from Russon Brothers Mortuary

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for potential property acquisition and/or other reasons permitted by law.

DATED this 24th 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:
March 1, 2011

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

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

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

CITY COUNCIL AGENDA

For Council Meeting:
March 1, 2011

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

GENERAL INFORMATION:

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

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

FARMINGTON YOUTH CITY COUNCIL 2011-2012

Mayor: Emily Welch
Director of Youth Citizenship: Rebecca Smith
Chair Of Publicity: Alexon Tiem
Director of Volunteerism: Alyssa Utley
Historian: Liz Ashby
Secretary/Treasurer: Christa Wiscombe
Sergeant Of Arms: Tee Jay Jewett

Returning Council Members:

Courtney Kattleman
Jacob Barnett

New Council Members:

Cameron Farley
Jaden Paget
Sarah Barfuss
Calvin Barnett
Coleman Barnson
Maren Lee
Olivia Oldroyd
Jace Riley
Niklas Simmons
Jarom Barnes
Austin Lemon
Sadie Caldwell
Sydney Pace
Katherine Smith
Maddie Taylor
Kauri Tye
Lizzy Welch
Porter Sykes
Cooper VandeMerwe

CITY COUNCIL AGENDA

For Council Meeting:
March 1, 2011

S U B J E C T: Public Hearing: Consideration of Ordinance Rezoning Property owned by K.H. Kambouris at approximately 1470 South 200 East from A-F to LR-F (#Z-3-10)

ACTION TO BE CONSIDERED:

1. Hold the public hearing.

2. Minute motion approving the Ordinance.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 18, 2011

SUBJECT: **KAMBOURIS REZONE**

RECOMMENDATION

Approve the enclosed ordinance rezoning property located at approximately 1470 South 200 East (Davis County Tax I.D. #07-071-0037) from A-F to LR-F as requested by the property owner, K. H. Kmbouris, (Application #Z-3-10), and as recommended by the Planning Commission; and accept/establish the findings as set forth in the enclosed Planning Commission staff reported dated December 9, 2010.

BACKGROUND

Years ago the applicant, Deno Kambouris, created a flag lot at approximately 1470 South 200 East on the east side of the road, without receiving approval from the City. The Planning Commission approved the flag lot on January 27, 2011, subject to, among other things, the City Council rezoning the property. The Commission approved their recommendation to rezone the property to LR-F on December 9, 2010. The enclosed Planning Commission staff report should provide the necessary information to support approval of the request.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
www.farmington.utah.gov

FARMINGTON, UTAH

ORDINANCE NO. 2011 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT APPROXIMATELY 1470 SOUTH 200 EAST FROM A-F TO LR-F.

WHEREAS, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

WHEREAS, a public hearing before the City Council of Farmington City was held after being duly advertised as required by law; and

WHEREAS, the City Council of Farmington City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Farmington City, Utah:

Section 1. Zoning Change. The property described in Application # Z-3-10, filed by K. H. Kambouris, and located at approximately 1470 South 200 East, is hereby reclassified from Zone A-F to LR-F, said property being more particularly described on Exhibit "A" attached hereto.

Section 2. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change.

Section 3. Effective Date. This ordinance shall take effect immediately upon final passage by the City Council.

DATED this 1st day of March, 2011.

FARMINGTON CITY

_____
Scott C. Harbertson
Mayor

ATTEST:

_____
Holly Gadd
City Recorder

EXHIBIT "A"

BEG AT A PT S 0^15'20" W 786.18 FT ALG THE 1/4 SEC LINE FR THE N 1/4 COR OF SEC 31-T3N-R1E, SLM; & RUN TH W 225.6 FT, M/L, TO THE E LINE OF A HWY; TH S 16.5 FT ALG SD HWY; TH E 110.0 FT; TH S 120.0 FT PARALLEL TO SD HWY; TH E 114.83 FT, M/L, TO THE 1/4 SEC LINE; TH N 0^15'20" E 136.5 FT TO THE POB. CONT. 0.404 ACRES. TOGETHER WITH & SUBJECT TO A DESC R/W

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

February 18, 2011

K. H. Kambouris
3835 Arroyo Road
Salt Lake City, Utah 84106

Mr. Kambouris:

The Farmington City Planning Commission voted on December 9, 2010 to recommend **approval** to the City Council of your application #Z-3-10 for a zoning change from A-F to LR-F on property located at approximately 1470 South 200 East.

Your application will be considered by the City Council at a public hearing scheduled for March 1, 2011, at 7:00 pm, or as soon thereafter as business permits, at City Hall located at 160 South Main.

If you should have any comments or questions, please feel free to contact our office at 451-2383.

Sincerely,

David E. Petersen, AICP
City Planner / Zoning Administrator

cc: Dave Millheim, City Manager

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
www.farmington.utah.gov

Planning Commission Staff Report
December 9, 2010

Item 5: Kambouris Zone Change

Public Hearing:	Yes
Application No.:	Z-3-10
Property Address:	1470 South 250 East (Approx.)
General Plan Designation:	LDR (Low Density Residential)
Zoning Designation:	LR-F & A-F (Note: the "F" suffix denotes that the property is located east of 200 East in the foothill area of the City).
Area:	0.30 Acres
Number of Lots:	1
Property Owner:	Kamico, LLC
Agent:	Deno Kambouris

Request: *Recommendation to rezone the portion of the property zoned A- F to LR-F.*

Background Information

The subject property is located on the east side of 200 East in south Farmington and was part of the original town site. In addition to the center part of town, the initial boundary of Farmington ran along both sides of the old highway north to approximately the Cherry Hill Interchange and south to Lund Lane. In south Farmington this long band of property was approximately 13.1 Rods (220 feet) in width on the east side and 10 Rods (165 feet) on the west side of the right-of-way. In the 1950's when Farmington adopted its first zoning ordinance, the governing body zoned both immediate sides of the highway, north and south, as Residential to accommodate a few existing homes and any property owner desiring to construct a home in the future. Meanwhile, the City zoned the outer areas of these long bands as Agriculture to match the existing use of the property and the use of abutting unincorporated county area. In time, the City annexed and rezoned these county lands consistent with its General Plan leaving remnant strips of property zoned "A" here and there in the vicinity old highway. Over the years the City has rezoned many of these remnants (but not all). The overwhelming majority of these rezone actions were done at the request of adjacent property owners.

The applicant Deno Kambouris is now requesting that the City rezone his property from A-F to LR-F consistent with the General Plan, past actions of the City, and the zone designation of adjacent property. He is doing this in conjunction with a flag lot request that will also be considered by the City.

Possible Motion

Move that the Planning Commission recommend that the City Council rezone the subject property from A-F to LR-F as requested by the applicant.

Findings for Approval

The rezone request is consistent with:

1. The Low Density Residential (LDR) designation set forth in the General Plan;
2. The LR-F zone designation of adjacent property; and
3. Similar past rezone actions of the City along the old highway.

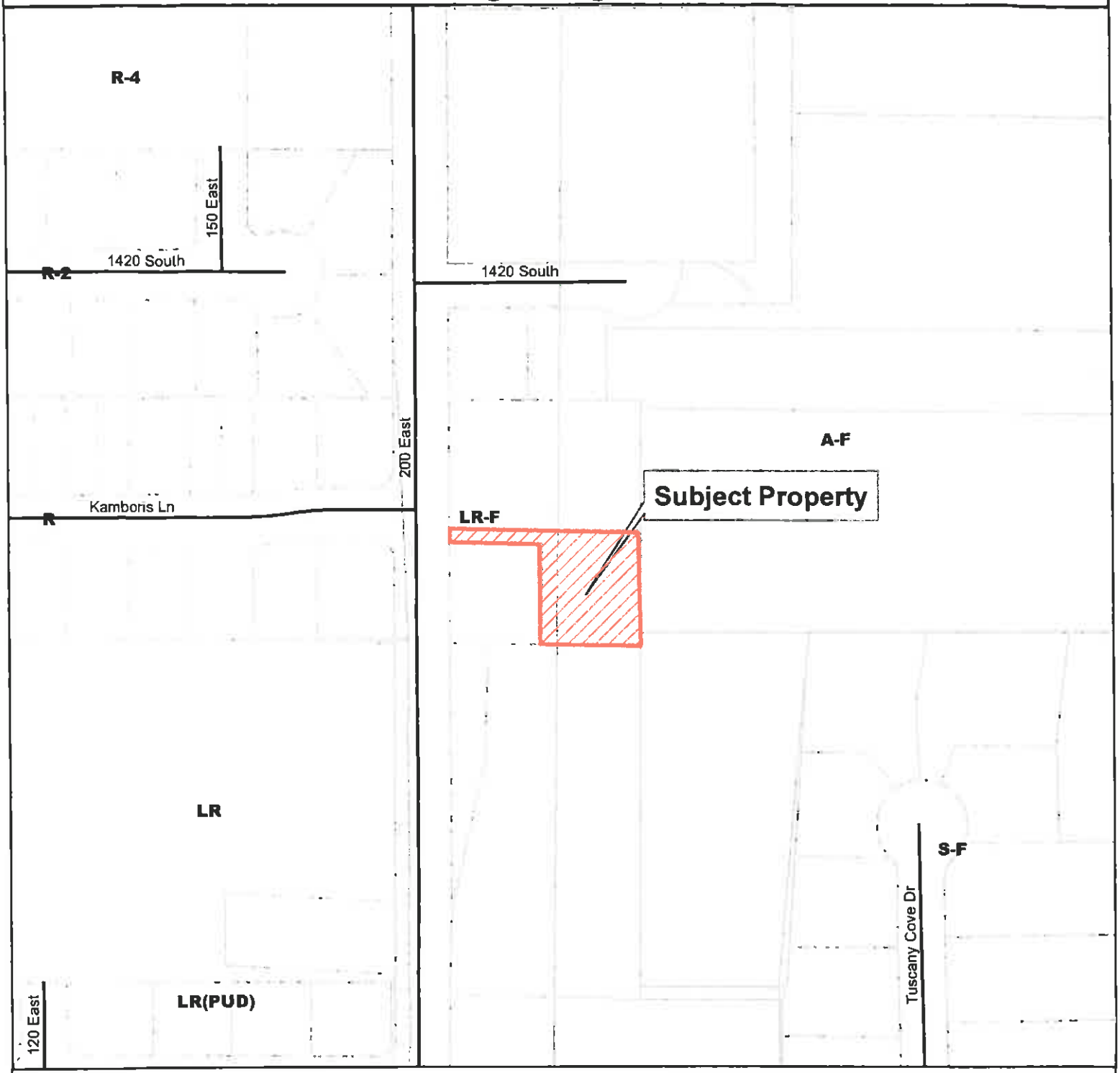
Supplemental Information

1. Zoning Map
2. General Plan Designation Map

Applicable Ordinances

1. Chapters 10 and 11 of the Zoning Ordinance.

Proposed Kambouris Zone Change
Zoning Designations



Legend

- City Boundary
- Parcels
- Roads
- Scenic Byway Overlay

Map not to scale

Farmington City
Planning Department

N
W E

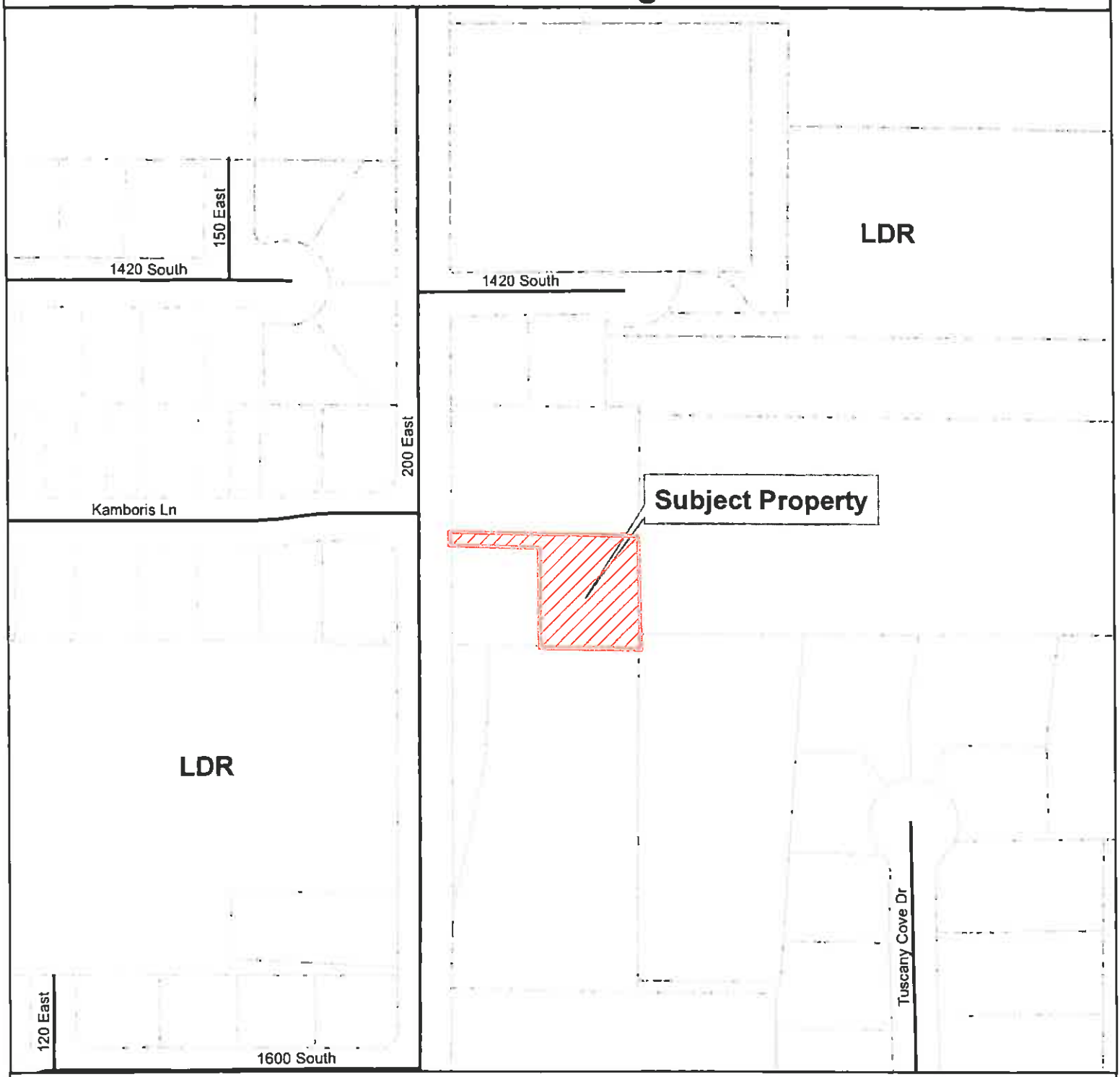
Zoning

AA	R-2	C-R
A	R-4	C-H
AE	R-8	NMU
LS	BR	RMU
S	B	GMU
LR	BP	TMU
R	LM & B	CMU
OTR	C	OS

TOD Regulating Plan

- Ecological Corridor
- Existing Arterial Road
- Existing Local/Collector Road
- Pedestrian Trails
- Proposed Neighborhood Road
- Proposed Principle Road
- Proposed Promenade Road

Prop sed Kambouris Zone hange
General Plan Designations



Legend

- City Boundary
- Parcels
- Roads
- Scenic Byway Overlay

Map not to scale

Farmington City
Planning Department

N W E

Zoning

- AA
- A
- AE
- LS
- S
- LR
- R
- OTR
- R-2
- R-4
- R-8
- BR
- B
- BP
- LM & B
- C
- C-R
- C-H
- NMU
- RMU
- GMU
- TMU
- CMU
- OS

TOD Regulating Plan

- Ecological Corridor
- Existing Arterial Road
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CITY COUNCIL AGENDA

For Council Meeting:
March 1, 2011

S U B J E C T: Public Hearing: Consideration of a Preliminary Master Plan for a Planned Unit Development and an Ordinance enacting a PUD overlay for the Miller Meadows Subdivision

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

At the request of the developer, this item has been cancelled.

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

CITY COUNCIL AGENDA

For Council Meeting:
March 1, 2011

S U B J E C T: Consideration of Request by K.H. Kambouris to Waive Open Space Requirements related to the Creation of the Flag Lot at approximately 1470 South 200 East.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR
JOHN BILTON
RICK DUTSON
CORY R. RITZ
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SID YOUNG
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 18, 2011

SUBJECT: **OPEN SPACE WAIVER REQUEST – KAMBOURIS FLAG LOT**

RECOMMENDATION

Waive the open space requirement for the Kambouris flag lot subject to the property owner providing comparable compensation in lieu of the mandatory conservation easement normally required to encompass10% of the gross area of subdivisions in the LR-F zone (or in this case 1,747.00 square feet (sf.)). 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 $1,747.00].

BACKGROUND

Years ago the applicant, Deno Kambouris, created the 17, 470 sf. flag lot at approximately 1470 South 200 East on the east side of the road, without receiving approval from the City. The Planning Commission approved the flag lot on January 27, 2011, subject to, among other things, the City Council considering and granting a waiver of conservation subdivision requirements as per Section 11-12-065 of the Zoning Ordinance to allow a lot size less than 20,000 sf. (see enclosed approval letter dated February 18, 2011, and attached flag lot plan).

The above recommendation is consistent with recent Council action on February 15, 2011 regarding a similar request related to the Humphreys lot split. The City Attorney is working on appropriate policy/ordinance amendments to enable the city to more even handedly respond to such requests in the future, but such documents will not be ready for your consideration for several weeks. Therefore, the attorney recommended the Council move forward the same as before.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
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FARMINGTON CITY

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MAYOR

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JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

February 18, 2011

Deno Kambouris
3835 Arroyo Rd. #2
Salt Lake City, Utah 84106

Dear Mr. Kambouris:

The Farmington City Planning Commission voted on January 27, 2011 to **approve** your application #S-10-10 for a flag lot on property located at approximately 1470 South 200 East. The motion for approval was subject to all applicable Farmington City development standards and ordinances and the following conditions:

1. The property must be rezoned from A-F to LR-F by the City Council.

2. The City Council must consider and grant a waiver of conservation subdivision requirements as per Section 11-12-065 of the Zoning Ordinance to allow a lot size less than 20,000 sf.

3. Access to the lot must be 20' in width consistent with the fire code whereby the northerly boundary of the access must be at least 16.5' north of the north property line of the stem and flag lot matching the north boundary of the applicant's easement on Stagg's property (Tax I.D. #07-071-0067) thereby leaving a buffer area at least 13' in width adjacent to the north boundary of the Franey property (Tax I.D. #07-071-0004).

4. The applicant shall provide a landscape plan for the 13' buffer area for review and approval by City Staff. Said landscaping shall be installed in conjunction with any building on the subject parcel (Tax I.D. #07-071-0037) and shall be completed prior to certificate of occupancy.

5. The applicant shall enter into an extension agreement for the city to improve the 16.5 feet wide frontage of the subject parcel as it abuts the 200 East Street (SR 106) right-of-way. Such improvements may include, but not be limited to, grading, sub-grade, road base, curb, gutter, sidewalk, asphalt extension, and where necessary relocations of utilities, culinary water, secondary water, sanitary sewer, and storm drain, and retaining walls, erosion control, revegetation and/or slope stabilization.

6. The orientation of any single family home on the subject property (that is, the front, rear and sides) will be determined by city staff prior to the issuance of any building permit thereon.

7. The applicant shall provide a fire hydrant(s) as determined by the Fire Department and Public Works.

8. Approval and/or excavation permits to widen the existing Stagg driveway must be obtained from UDOT concurrent with, or as a conditions of, the issuance of any building permit.

9. In conjunction with the issuance of any building permit, the applicant must meet all

applicable fire. building, zoning code requirements to the satisfaction of the city, including among other things, a driveway incline of 14% or less, and a turn-around approved by the Fire Department.

Findings for Approval

1. The subject property must be rezoned in order to comply with the Zoning Ordinance.

2. The LR-F zone is consistent with the General Plan.

3. Street and other improvements are required by ordinance for any subdivision in the City.

4. If approved and all standards of the Section 12-7-030(10) of the Subdivision Ordinance regarding flag lots are otherwise met (see enclosed ordinance), flag lots shall not exceed 10% of the total lots in the subdivision. Landscaping will help mitigate negative impacts of the flag lot, which flag lot comprises 25 to 50% of the total lots in the subdivision had the subdivision been approved by the City when the lots were created. Such impacts include, among other things, encroachment on privacy, noise, and traffic.

5. SR 106 is a busy major collector which handles a large volume of traffic. Minimizing the number of curb cuts (or positions of ingress and egress) will reduce points of traffic conflict. UDOT may not approve a second point of access. Moreover, it is the understanding of the City that the applicant owns a previously recorded easement allowing for a shared driveway on 07-071-0067.

6. The shared driveway will also mitigate other potential negative impacts in that it is more aesthetically pleasing to the passer-by, provides less impervious surface (hence less storm water runoff), and represents a cost saving to the applicant: less to construct and maintain.

7. Topography constraints regarding access can be better overcome if the shared driveway is pushed as far north as possible. In other words, the location of the southerly edge of the driveway at least 13 feet from the north boundary of the Franey property will reduce retaining wall costs for the applicant and leave more room for landscaping.

8. Flag lots often encroach on the privacy of other lots. Section 12-7-030(10)(d) of the Subdivision Ordinance states in part, "Determinations as to which are the front, side, and rear setbacks shall be made by the Zoning Administrator at the time a building permit is requested and shall be based on the orientation of the proposed home on the lot". Moreover, someday there may be a street located on the east side of the subject lot.

9. The health, safety, and welfare of future residents of the flag lot, and adjacent property, are enhanced by the observance of all applicable codes, a 20' foot wide driveway, adequate turnaround area for emergency vehicles, a driveway not exceeding 14% slope, and fire hydrant(s).

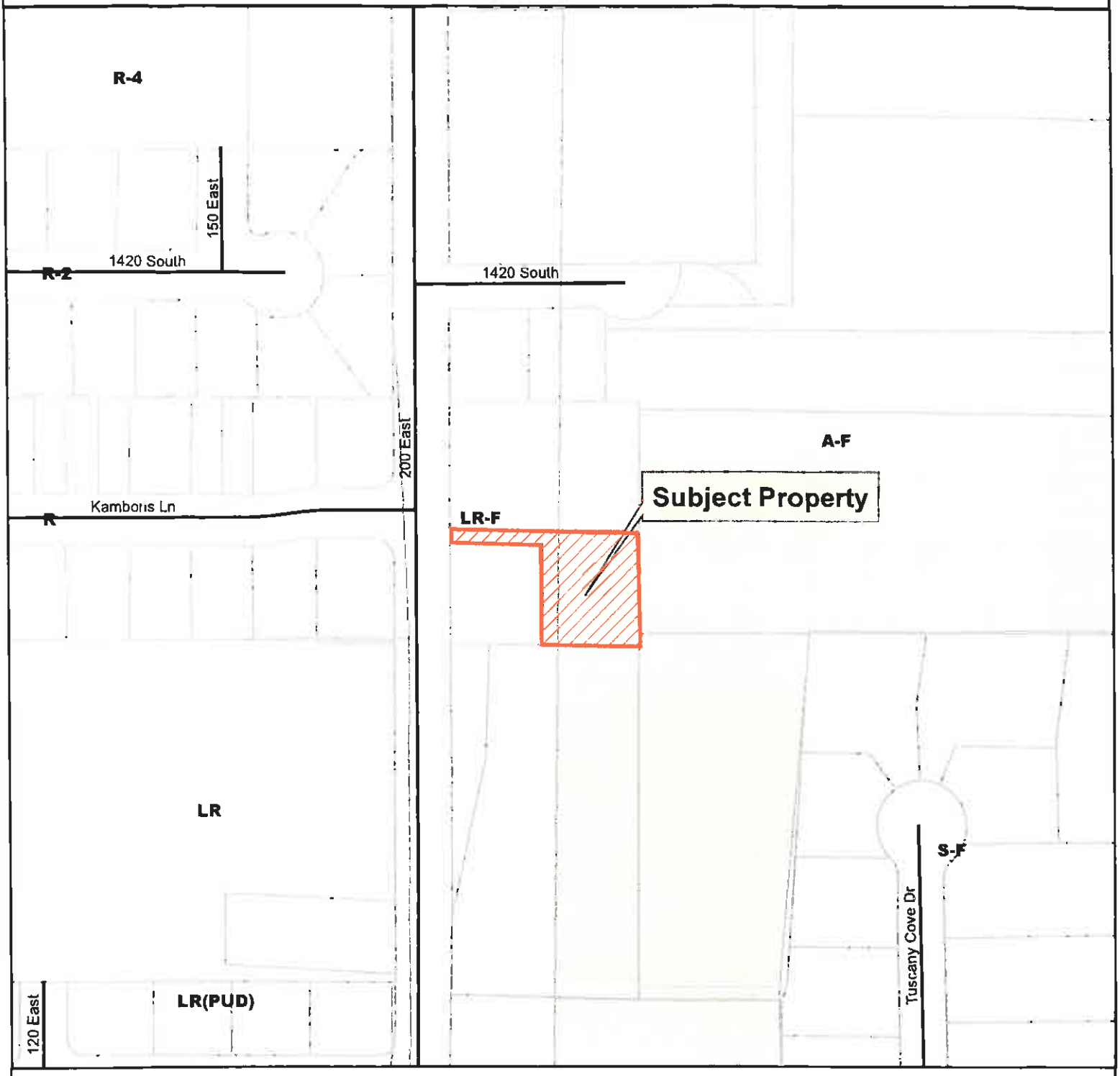
If you should have any comments or questions, please feel free to contact our office at 451-2383.

Sincerely,

David E. Petersen, AICP
City Planner/Zoning Administrator

cc: Dave Millheim, City Manager

Proposed Kambouris Flag Lot Subdivision



Legend

- City Boundary
- Parcels
- Roads
- Scenic Byway Overlay

Map not to scale

Farmington City
Planning Department
Date: 12/3/2010

N
W E
S

Zoning

- AA
- A
- AE
- LS
- S
- LR
- R
- OTR
- R-2
- R-4
- R-8
- BR
- B
- BP
- LM & B
- C
- C-R
- C-H
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TOD Regulating Plan

- Ecological Corridor
- Existing Arterial Road
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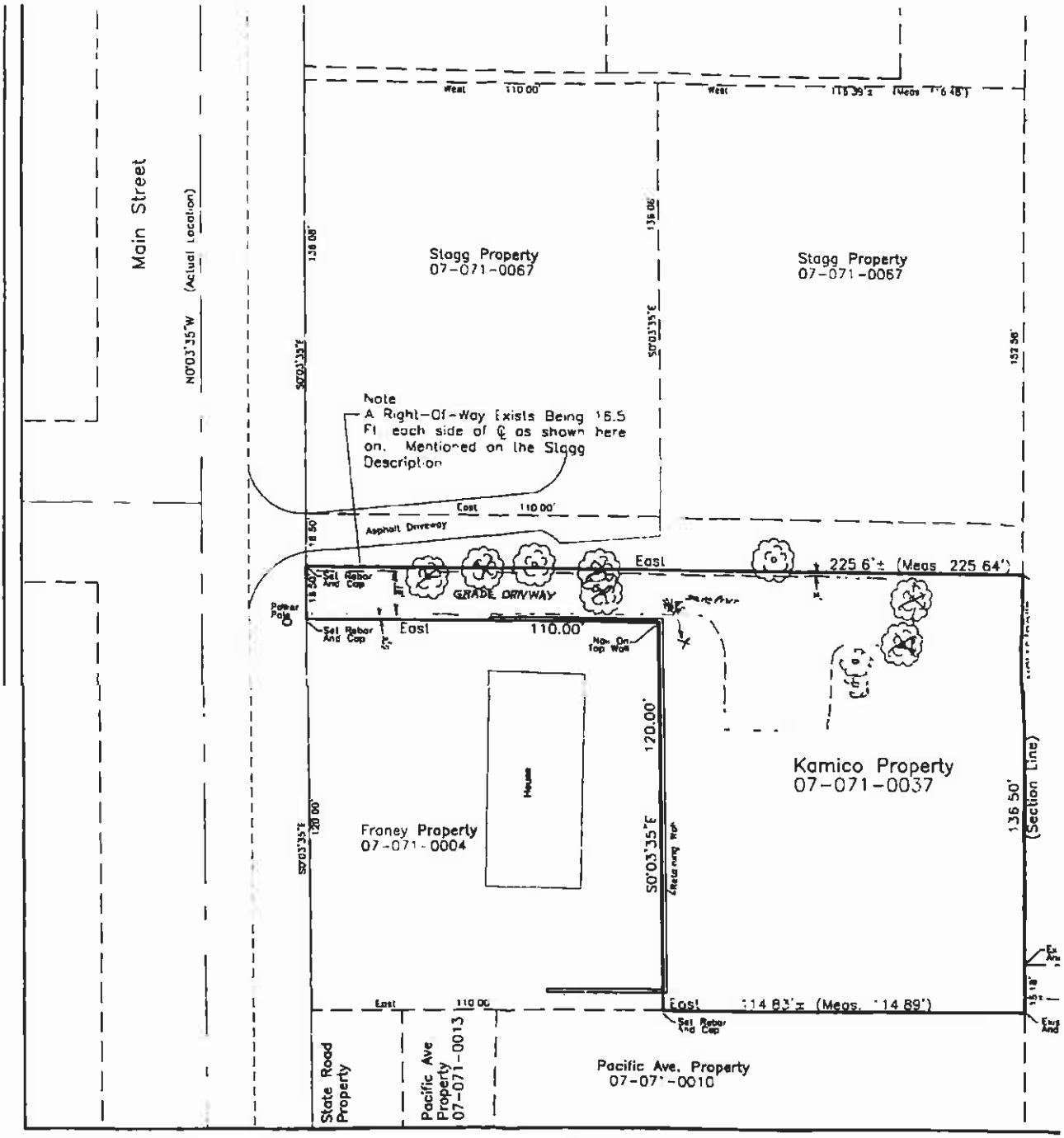
Main Street
(Actual Location)
N0°03'35"W
West 110.00'
West 115.39'± (Meas. 115.48')
Stagg Property
07-071-0067
Stagg Property
07-071-0067
136.08'
S0°03'35"E
132.96'
Note
A Right-Of-Way Exists Being 16.5 Ft. each side of ℄ as shown here on. Mentioned on the Stagg Description
East 110.00'
Asphalt Driveway
18.50'
Set Rebar And Cap
GRADE DRIVWAY
East
225.6'± (Meas. 225.64')
Power Pole
Set Rebar And Cap
East 110.00'
Non On Top Wall
House
120.00'
Kamico Property
07-071-0037
136.50'
(Section Line)
Froney Property
07-071-0004
S0°03'35"E 120.00'
Retaining Wall
East 110.00'
East 114.83'± (Meas. 114.89')
Set Rebar And Cap
State Road Property
Pacific Ave Property
07-071-0013
Pacific Ave. Property
07-071-0010

CITY COUNCIL AGENDA

For Council Meeting:
March 1, 2011

S U B J E C T: Request for Amendment to Sign Ordinance – Jon Neese

GENERAL INFORMATION:

See enclosed staff report and recommendation prepared by David Petersen.

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 18, 2011

SUBJECT: **NEESE SIGN PROPOSAL**

RECOMMENDATION

Direct staff to prepare an amendment to the Sign Ordinance for City Council consideration with elements similar to the proposal by Jon Neese in his email to the City dated January 31, 2011.

BACKGROUND

A "Property Sign" as defined in Section 15-1-104 of the Sign Ordinance means, "a sign related to the property on which it is located and offering such property for sale or lease, advertising contemplated improvements, announcing the name of the builder, designer, owner, or developer of a project, or warning against trespass". And Property Signs, with some exceptions, are limited to 6 square feet (sf.) in area regardless of the proposed use (i.e. commercial, office, residential, etc). Staff agrees with Mr. Neese that something must be done, but in a dicerning, appropriate way, to provide greater sales exposure for non-residential properties, and in certain cases some large undeveloped residential parcels. Staff is looking for further guidance from the governing body on this matter.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
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Dave Petersen

From: Neese, Jon [jon.neese@utahhomes.com]
Sent: Monday, January 31, 2011 11:15 PM
To: scottharbo@msn.com
Cc: dpetersen@farmington.utah.gov
Subject: Farmington Cities Sign Ordinance

Dear Sir:

My name is Jon Neese, I am a long time Farmington City resident. I sell residential and commercial real estate in the area. I work for Coldwell Banker Residential Brokerage out of Layton.

I have several issues with the Farmington Sign Ordinance as it is written!

1. All (property signs as designated on page #6,) by this ordinance are to be no more than 6 square feet (PERIOD) the size of a residential house for sale sign. 3x2 feet Except for the 5 or more lots of NEW residential developments and NEW Construction Projects. See page #16. This favors new development only and does a dis-service to those trying to market existing commercial, proposed commercial projects, or land for commercial or industrial use. (Selling or Leasing
2. All zoning's in the 26 page ordinance refers back to the Agricultural and Residential 15-5-101 designation, when it refers to property signs as defined on Page #6 item 42.
3. Most all commercial signs for sale or lease on all properties in Farmington are in violation of this sign ordinance.
4. Most all signs advertising for sale or lease of tracts of land are in violation in this ordinance.

In talking to Dave Peterson he said to address this to you in an e-mail.

My desire would be to allow all zoning's other than existing developed residential areas to be allowed to have signs large enough to be visible (up to sixteen square feet) to give enough information to the customer and help all the owners of properties in the city make their existing properties marketable. Anything over 16 square feet is not necessary and in my opinion becomes an eyesore. Proposed Zoning areas that are now agricultural (in green belt) but deemed by the city have a future higher use also should be allowed to be seen and marketed properly. I have found some of Kaysville Cities Sign ordinance is much more favorable to the real estate industry and might be looked at.

Thank You for your consideration on this matter!

Jon W Neese- cell 801-309-5245 home 801-451-0267

CITY COUNCIL AGENDA

For Council Meeting:
March 1, 2011

S U B J E C T: Consideration of Jody Brown and Ed & Carole McLaughlin's request to opt out of the Recycling Program

GENERAL INFORMATION:

This item was tabled on the February 15th City Council Meeting with the request that staff look at the criteria required to allow for opting out of the program. The Ordinance is attached and staff will present it's recommendations on whether or not the applicants meet the criteria.

RESOLUTION NO. 2009-64

RESOLUTION OF FARMINGTON CITY COUNCIL SETTING FORTH ADDITIONAL POLICIES GOVERNING RESIDENTIAL CURBSIDE RECYCLING

WHEREAS, the Farmington City Council has heretofore authorized implementation of a residential curbside recycling service; and

WHEREAS, Farmington City's residential curbside recycling followed an "opt-out" model for existing residents living in the City as of August 7, 2009; and

WHEREAS, the City Council previously established rules pertaining to accepting late opt-out applications as set forth in Resolution 2009-43; and

WHEREAS, the City Council desires to further clarify, add to, and amend provisions of Resolution 2009-43.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Farmington City as follows:

1. **Adoption of Formal Policies and Procedures.** The Farmington City residential curbside recycling program Rules and Regulations are herein adopted as Exhibit A incorporated herein and made a part hereof.

2. **Amendments to the Farmington City Residential Curbside Recycling Policies and Procedures.** Amendments to the Policies and Procedures can be amended from time to time by the City Council.

PASSED this 1st day of December, 2009, by 5 of 5 members of the Farmington City Council.

FARMINGTON CITY

By: _____
Scott C. Harbertson
Mayor

ATTEST:

_____
Margy L. Lomax
City Recorder

FARMINGTON CITY SEAL
INCORPORATED
NOV. 21, 1892
Davis County, Utah

Farmington City Residential Curbside Recycling Program
Policies and Procedures

Section 1: Exemption from Participation

1.1. All persons or parties filing written opt-out requests on or prior to August 7, 2009.

1.2. All persons granted an opt-out approval either by the Mayor, City Manager or City Council subsequent to August 7, 2009, but prior to January 1, 2010. Should opt-out requests as of December 31, 2009, exceed 20% of the City's residential customers for garbage collection, opt-out approvals beyond the 20% limit will be delayed until such time that growth in new customers provides additional opt-out openings up to the 20% limit. These delayed approvals will be considered in the sequence or order in which they are received. No delayed opt-out requests will be considered if filed after December 31, 2009.

1.3. All opt-out written requests approved by the City Council on or after January 1, 2010, subject to the following conditions:

a. Applications for exemption should be in the form of a written letter addressed to the Farmington City Council.

b. Applications should demonstrate a substantial hardship, either physical or economical, should the applicant be required to participate in the City's residential curbside recycling program. Applicant should also demonstrate that their respective recycling potential is minimal. Generally, good cause for granting exemptions could include:

(1) Single persons over 65 years of age;
(2) Couples over 70 years of age;
(3) Some medical, physical, or economic limitations; and
(4) Other reasons acceptable to the City Council.

Section 2: New residents moving into vacated or new premises after August 7, 2009

2.1. All residents whether new to Farmington or existing residents moving into new or existing dwelling units that are owned by the applicant are required to participate in the City's recycling program unless otherwise exempted by provisions of Section 1.

2.2. All new residents as defined in 2.1 above shall receive a copy of the "Policies and Procedures" for residential curbside recycling program at the time of initial sign up of City utilities.

Section 3: Requests for Temporary Cessation of Recycling Services.

Any owner or occupant may request a temporary cessation of services for good cause. City staff are hereby authorized to approve such requests for "good cause" herein identified as follows:

- Applicant will be absent from the premises for a period in excess of two months.
- Applicant is selling the property and moving.
- Applicant will leave the premises vacant for extended periods of time for such reasons as military service. L.D.S. missions, etc.

Containers will be picked up during periods of time when the premises are vacant and re-delivered when the premises are re-occupied.

Section 4: Enforcement.

Enforcement of non-compliance to the provisions referred to herein shall be by disconnection of water services. Those declining use of City delivered recycling containers shall be required to pay the monthly user fee whether they use the service or not unless exempted out by the City Council as provided for herein.

Section 5: User Fees.

A monthly service fee for one or more recycling containers shall be established by the City Council and amended from time to time as shown on the Consolidated Fee Schedule.

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,

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:
March 1, 2011

S U B J E C T: Presentation by Interior Design Committee regarding Art Work for City Hall

GENERAL INFORMATION:

Interior Design Committee will be present to show ideas regarding artwork for City Hall.

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

CITY COUNCIL AGENDA

For Council Meeting:
March 1, 2011

S U B J E C T: Professional Services Agreement with CRS for Scope of Services for Park Lane and Station Park Traffic Signal Design

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. 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 24, 2011

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH CRS FOR SCOPE OF SERVICES FOR PARK LANE AND STATION PARK TRAFFIC SIGNAL DESIGN

RECOMMENDATION(S)

1. Authorize the Mayor to execute the attached professional services agreement with CRS Traffic signal design work and Park Lane Capacity improvements.
2. Authorize the City Manager to give CRS notice to proceeds for all or a portion of the scope as outlined in Exhibit "A" depending upon UDOT requirements.

BACKGROUND

Our goal is to get the traffic signal light design done for the location outlined above. The City is involved with ongoing negotiations with UDOT wherein UDOT has verbally agreed to provide materials for the signal. We are also discussing a jurisdictional transfer of the roadway to the City. Lastly, Station Park will be assisting with some of the costs of the design and construction as it wishes the signal in place as soon as possible due to scheduled store openings. Due to all these factors, we recommend going forward with the design so we are ready for actual construction once the other agreements are prepared. There is a probability we may not have to do all the items outlined in the Scope of Services (Exhibit A) based on the jurisdictional transfer issue, so we structured the agreement such that we can elect those services we need to complete based on the requirements UDOT places upon the project. We did bid out the scope to three selected qualified parties. We had Tim Taylor review the bids to help us qualify the selection and both those bids and Mr. Taylor's comments are attached.

Respectfully Submitted

Dave Millheim
City Manager

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
www.farmington.utah.gov

Dave Millheim

From: Tim Taylor [ttaylor@wcecengineers.com]
Sent: Thursday, February 17, 2011 12:31 PM
To: 'Dave Millheim'; 'SCOTT C HARBERTSON'
Cc: 'Paul J. Hirst, PE'; bill.gooch@crsengineers.com; 'Matt Collier, PE'
Subject: Park Lane Signal Design Mistake/Misrepresentation

Dave,

In my email to you regarding the Station Parkway signal design bids you asked me to review, I made the statement that CRS was not on UDOT's list of prequalified signal design consultants. I was absolutely wrong on that point. When I reviewed the UDOT list, I was looking for "CRS" and inadvertently missed that they are on the list as "Caldwell Richards Sorensen." I regret my mistake, and apologize, especially to CRS who I blatantly misrepresented. They are not only on the list but have been for some time. They have completed numerous signal design projects for UDOT over the years.

It is one of my biggest pet peeves to be misrepresented, which makes me feel all the worse for being the source of it for another well respected and qualified firm.

Regards,
Tim

Timothy J. Taylor, P.E., PTOE | WCEC Engineers, Inc.
9980 South 300 West. Ste 200, Draper, UT 84020
Email: ttaylor@wcecengineers.com
Tel: 801.456.3847
Fax: 801.618.4157
Cell: 801.884.9166

Dave Millheim

From: Tim Taylor [ttaylor@wcecengineers.com]
Sent: Tuesday, February 15, 2011 5:36 PM
To: dmillheim@farmington.utah.gov
Cc: 'Holly Gadd'
Subject: RE: Park Lane Signal

Dave,

My apology up front for the long email; lot's to communicate.

I've reviewed the three proposals. Here are my thoughts and recommendations:

1) I'm really glad you let me take a look at the proposals. Looking closely at the CRS proposal, their signal design cost is actually only $10k (3rd page). Their construction inspection ($5k) and materials sampling ($2k) items may not be necessary. As such, their $10k is an apples to apples comparison to Infintiy's cost of $12.5k. Neither estimate included the UDOT interconnect design (connect the Station Park signal to the I-15 ramp/Park Lane signal), which could add $2-$3k. Infinity talked about the interconnect (last page 1st paragraph) but it didn't sound like they included it in their $12.5k estimate. In that light, Psomas's bid of $24k is actually quite high.

   RECOMMENDATION: Having reviewed the proposals, I recommend you stick with CRS. It looks like they're actually the low bid on the signal design and you aren't having to transfer files and get them up to speed on the history of this intersection. As I mentioned on the phone, I'm not sure they're a premier signal design firm but neither is Psomas or Infinity. None of them are on UDOT's list of prequalified signal designers. At least CRS has done signal design work in/for Farmington.

2) Regardless of who designs the signal, I assume the City will have CRS move forward with the Park Lane "Capacity Improvements" (I call this the restriping effort). This project has to be completed at the same time as the signal. It would be tough (and I think more expensive) to have CRS doing the restriping design and a separate consultant doing the signal design. The areas/designs overlap. CRS's design estimate is only $14.5k (2nd page). Their construction inspection ($10k) and materials sampling ($2.5k) items may not be necessary.

   RECOMMENDATION: I recommend you have CRS do this work. If you do, I'd get with them on whether they really need to do the construction inspection and materials sampling.

Signal Design Project Issues/Information:

1) UDOT agreed to pay for all the above ground (we call this "State Furnished") items. This generally amounts to about 40% of the overall construction. The State furnished items can take up to 120 days to obtain if they aren't "in stock." The designer needs to fill out and submit the UDOT requisition form as early in

the design process as possible so it doesn't hold up the construction. Sometimes UDOT will substitute equipment from other projects to facilitate the quick timeline. This will have to be worked out with UDOT Traffic & Safety.

2) Here's a quick look at the schedule if we want to hit the early May deadline:
   - By Feb. 18 – Okay from UDOT to proceed based on approval of warranting by UDOT Complex (Larry Montoya)
   - Feb. 18 – Designer Notice to Proceed
   - Feb. 25 – Designer to submit State Furnished Materials Requisition Form
   - Mar. 17 – Review design with City, UDOT, others & give final comments
   - Mar. 24 - Design package completed, submit to contractors
   - Mar. 29 – Obtain bids from contractors and review
   - Mar. 31 – Select contractor and issue Notice to Proceed
   - May 2 – Substantial completion of construction
   - May 16 – Final completion.

3) As you can see from above, the designer for the project needs to be selected ASAP to try and keep the May 2nd deadline. We'll need to get with the designer to have them modify their scope to address plans and equipment needed to interconnect the signal to UDOT's communication system and the construction inspection and materials testing issues. Also important to know; two things always kill the schedule of a signal project – Right of Way acquisition and Utilities (keeping this schedule assumes no conflicts with these two areas).

4) Once the design has been completed then the bid package can be let out to contractors. Only contractors that are on UDOT's prequalified signal contractor list should be allowed to bid on this project. I don't think that CenterCal's contractors are on UDOT's list. It may be best at this point if we contact a few of them now. This project has a short schedule and a contractor that is not familiar with the process will kill the schedule. If we go with the traditional design/bid/build, it's really going to be tough to meet the schedule (May 2nd) at this point.

5) The selected contractor will need an encroachment permit from UDOT to perform the work. This permit spells out UDOT's involvement in the process in terms of inspection and oversight. Typically, UDOT requires a final inspection when the contractor is substantially complete with the project. The city will have to determine if they want an independent consultant on board to manage this construction. Because the contractor has been selected from UDOT's prequalified pool there should be no need to oversee their work and they are taking responsibility for their own work.

6) An alternative path to design/bid/build would be to get a contractor on board up front (someone like Cache Valley or Hamilton Brothers), have them get with the/a designer (CRS or other) and go through a design/build process. This would expedite the design and construction and likely get things in and operational before May 2nd. With this process, the contractor can get going on things up front while the design is in process. You get a partial approval from UDOT that allows the contractor to start construction and then the designer finishes up the plans while the contractor finishes up the construction. Biggest item is getting the concrete signal pole foundations constructed right up front with the partial approval design.

CALDWELL|RICHARDS|SORENSEN

PROFESSIONAL SERVICES AGREEMENT

2060 East 2100 South, Salt Lake City, Utah 84109
801-359-5565 phone 801-359-4272 fax

FARMINGTON CITY CORPORATION ("CLIENT"), HEREBY AUTHORIZES **CRS CONSULTING ENGINEERS INCORPORATED DBA CALDWELL RICHARDS SORENSEN** ("ENGINEER"), A UTAH CORPORATION, TO PROVIDE THE SERVICES DESCRIBED BELOW SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE REVERSE SIDE HEREOF

A. CLIENT INFORMATION:

Client Name: FARMINGTON CITY CORP

Representative: DAVE MILLHEIM

Address: P O. BOX 160 FARMINGTON, UT 84025

Phone: 801 451.2383

B. PROJECT DESCRIPTION:

Project Name and Location: FARMINGTON PARK LANE SIGNAL

CRS Project No: 11023C

Estimated Begin/End Dates: FEBRUARY 2011 / UNDETERMINED

C. ENGINEER'S SERVICES:

ENGINEER shall provide the services set forth below or within the Scope of Services attached hereto and by this reference made a part hereof. Services not expressly set forth below or within attached Scope of Services or otherwise incidental to or implicit in those services, as determined solely by ENGINEER, are not a service of ENGINEER.

***Description of Services*:** **SEE ATTACHED EXHIBIT A**

D. COMPENSATION:

ENGINEER shall be compensated as described in this paragraph D and within the Scope of Services attached hereto and by this reference made a part hereof, and Article 1 on the reverse side hereof. CLIENT shall pay a retainer fee of *$ n/a* prior to commencement of ENGINEER'S services. Said fee shall be applied to the final invoice for services provided hereunder. In the event there is conflict between the compensation provision of this paragraph D and the Scope of Services, this paragraph D and Article 1 on the reverse side hereof shall control.

As of the date of this Agreement Services No. 1 (as listed on Exhibit A) are approved in the amount of $10,000. Services No. 2; No. 3a; & 3b (as listed on Exhibit A) may be approved and authorized by the City at a later date.

HAVING READ, UNDERSTOOD AND AGREED TO THE FOREGOING, **AND THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF,** CLIENT AND ENGINEER, BY AND THROUGH THEIR AUTHORIZED REPRESENTATIVES, HAVE SUBSCRIBED THEIR NAMES HERETO EFFECTIVE THE LAST DATE APPEARING BELOW.

FARMINGTON CITY CORPORATION

Authorized Signature

By (print):

Title (print):

Date:

CLIENT is a(n) Individual Corporation Partnership Sole Proprietorship

CRS CONSULTING ENGINEERS INCORPORATED

Authorized Signature

By (print): *Paul Hirst*

Title (print): *President*

Date: *February 23, 2011*

ARTICLE 1. COMPENSATION

1 1 Reimbursable Expenses. Reimbursable expenses include all expenditures made by or on behalf of ENGINEER in performing its services hereunder and in the interest of the project. Unless otherwise agreed, reimbursable expenses are charged to CLIENT at ENGINEER's cost plus ten percent (10%).

1 2 Progress Payments. CLIENT will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Invoices shall reflect billing for work performed by ENGINEER during the month invoiced. Payment on an invoice is due upon receipt of the invoice by CLIENT. In the event of a dispute regarding an invoice, CLIENT shall pay all undisputed amounts as per this Article and disputed amounts shall be reserved for resolution.

1 3 Late Payment. ENGINEER may assess a carrying charge of 1 5 percent per month on progress payments not made within thirty (30) days of the date of invoice, which charge CLIENT warrants will be paid on demand. ENGINEER may, in its sole discretion and without notice, suspend or terminate its services under this Agreement should CLIENT not pay the amount invoiced within forty-five (45) days of the date of invoice. ENGINEER further reserves the right to withhold from CLIENT any instruments of ENGINEER's service, or copies thereof, developed for CLIENT under this Agreement pending payment on CLIENT's outstanding indebtedness.

1 4 Estimates of Compensation. Estimates of ENGINEER'S compensation or fee where surveying services are to be provided only represent ENGINEER's opinion given the then existing information and circumstances and are not binding upon ENGINEER. Actual compensation or fee for surveying services may vary substantially depending upon conditions beyond ENGINEER's knowledge or control including but not limited to adverse weather, lack of adequate monumentation or control, and/or site conditions.

ARTICLE 2. SPECIAL TERMS AND CONDITIONS

2 1 Additional Services. Services not expressly or implicitly included with those herein specified, as determined by ENGINEER, are not covered by this Agreement. Such services may be provided only upon the execution of an amendment in compliance with this Agreement.

2 2 Construction Estimates. Estimates of construction cost, material quantities and construction time estimates provided by ENGINEER under this Agreement represent its opinion and are subject to change and are contingent upon factors over which ENGINEER has no control. ENGINEER makes no warranty, express or implied, as to the accuracy of such estimates.

2 3 Construction Services. Except as may be expressly provided by this Agreement, CLIENT recognizes that ENGINEER's compensation for any services rendered during construction contemplates one (1) construction contract being let and construction completion within the time period set forth herein. Should the period for construction be exceeded through no fault of ENGINEER or more than one (1) construction contract be let, ENGINEER's compensation shall be increased for services rendered in relation to such additional contract(s) or beyond said time period. ENGINEER is not responsible for the means, methods or sequences of construction nor for the safety of workers or others at the construction site. Construction review services are neither exhaustive nor continuous and consist of periodic visits to the project site intended only to determine whether construction is in general conformance with construction contract documents. ENGINEER is not responsible for the performance or non-performance of the construction contractor or its subcontractor(s).

2 4 Termination. This Agreement may be terminated by either party upon written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating the termination. This Agreement may be terminated by CLIENT upon seven (7) days written notice to ENGINEER in the event that the Project is permanently abandoned. If this Agreement is terminated through no fault of the ENGINEER, CLIENT shall pay ENGINEER for services performed and Reimbursable Expenses incurred in accordance with this Agreement and, upon request, a Termination Adjustment equaling fifteen percent (15%) of the estimated fee remaining to be earned at the time of termination to account for ENGINEER's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination. If this Agreement is terminated by CLIENT for cause, CLIENT shall pay ENGINEER for services performed and Reimbursable Expenses incurred in accordance with this Agreement.

2 5 Representatives. ENGINEER and CLIENT shall designate in writing a person authorized to act as their Representative. Said Representative shall receive and examine documents submitted by the other party and shall interpret and define policies and render decisions and authorizations promptly to prevent unreasonable delay in the progress of the Project.

2 6 Limitation of Liability. CLIENT agrees to limit the liability of ENGINEER and ENGINEER's consultants, employees and agents to CLIENT and to all contractors, subcontractors and to all other persons which may arise from or be due directly or indirectly to any strict liability, breach of contract or other duty and/or any professional or other negligent act, error and/or omission of ENGINEER and/or ENGINEER's consultants, employees or agents in connection with the performance of services for this Project, such that the total aggregate liability of ENGINEER and ENGINEER's consultants, employees and agents to those named shall not exceed One Hundred Thousand Dollars ($100,000.00). For the purposes of computing the total aggregate liability to be limited hereunder, the total aggregate liability shall include the attorneys' fees and costs of litigation reasonably incurred by ENGINEER and ENGINEER's consultants, employees and agents in the defense of such claims. Said limit of liability may be increased prior to the execution of this Agreement up to ENGINEER's then effective professional liability insurance limits upon CLIENT's written request and payment of an additional fee as agreed upon by both parties.

2 7 Ownership of Documents. All plans, specifications, tracings, notes, data and other documents, including electronic media/disks, are instruments of professional service and ENGINEER shall retain the ownership and all common law, statutory and other reserved rights, including copyright, in such data and documents. Such instruments are prepared and intended only for use as an integrated set on the particular project and for the limited purposes specified. Modification or use on other projects of such instruments of service or copies thereof, without ENGINEER's prior express written consent shall be at CLIENT's sole risk. CLIENT shall hold harmless, indemnify and defend ENGINEER and ENGINEER's consultants, employees and agents from and against any and all claims and/or liability arising out of any such non-permissive modification or use.

2 8 CLIENT Information. ENGINEER and ENGINEER's consultants shall have the right to rely on any and all information supplied to ENGINEER or ENGINEER's consultants by or through CLIENT and shall not have a duty to verify the accuracy of such information unless otherwise expressly agreed herein. CLIENT shall disclose information or knowledge of hazardous materials on the project site. CLIENT shall hold harmless, indemnify and defend ENGINEER and ENGINEER's consultants, employees and agents from and against any claims and/or liability related, directly or indirectly, to ENGINEER's or ENGINEER's consultant's use of or reliance upon any such information.

2 9 Record Drawings. Any Record Drawings called for herein will be developed based upon bid specifications and plans as modified by actual construction. Information related to such modifications may be provided by others, including the Construction Contractor, who is to document such modifications as part of its performance. ENGINEER may rely upon such information and is not responsible for the accuracy of such information as it affects the Record Drawings. Record Drawings serve to document substantial alterations between bid plans and actual construction and do not document minor alterations or differences.

2 10 Site Access. CLIENT shall secure rights of access for ENGINEER to all property reasonably necessary to the performance of ENGINEER's services.

ARTICLE 3. GENERAL TERMS AND CONDITIONS

3 1 Applicable Law. This Agreement shall be interpreted and enforced in and according to the laws of the State of Utah.

3 2 Assignment, Subcontracting. Neither CLIENT nor ENGINEER shall assign its interest in this Agreement without the written consent of the other, except that ENGINEER may subcontract any portion of its services without such consent. CLIENT is primarily responsible for the compensation of any person(s) providing such subcontracted services and such person(s) shall have a right of action directly against CLIENT for CLIENT'S nonpayment. This Agreement shall be binding upon and inure to the benefit of the successors, assigns or any other transferees of the signatories hereto. Except as expressly provided in this paragraph, no rights or benefits are conferred to third parties by this Agreement.

3 3 Force Majeure. Any delay or default in the performance of any obligation of either party under this Agreement resulting from any cause(s) (excluding financial inability) beyond said party's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligation of said party as long as performance is delayed or prevented thereby.

3 4 Attorney's Fees. In the event of CLIENT's default, CLIENT shall pay all costs incurred by ENGINEER as a result of said default, including reasonable attorney's fees, whether incurred through initiation of legal proceedings or otherwise.

3 5 Severability, Waiver. In the event any term, condition or other provision(s) or any portion thereof of this Agreement is held to be unenforceable, the remaining provisions or portions shall remain valid and binding upon the parties. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

3 6 Amendments, Merger. This Agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. This Agreement constitutes the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral.

ARTICLE 4. CONFIDENTIALITY

4 1 Confidential Information. Confidential Information means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects (including, without limitation documents, samples, equipment, drawings, etc) that is designated as "Trade Secret", "Confidential", "Proprietary" or some similar designation, or is of such a nature or has been disclosed in such a manner that it should be obvious to the receiving party that such is claimed confidential. Confidential Information includes without limitation a disclosing party's trade secrets, know-how, intellectual property, and proprietary information.

4 2 Non-Use and Non-Disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose other than intended as pertains to the Scope of Services defined herein. Each party agrees not to disclose any Confidential Information of the other party to employees or third parties except those who are required to have the information in order to complete the services as defined in the Scope of Services.

EXHIBIT A
SCOPE OF SERVICES

1. TRAFFIC SIGNAL AT PARK LANE AND STATION PARK ROAD

The scope of services for the signal includes coordination with the State on furnishing the signal materials, surveying the intersection for design, coordination with City's transportation engineer, review and coordination meetings with the City and UDOT (3 meetings total), 50% plans and 95% plans and specifications, cost estimates. Secure approval to bid the project and bidding assistance. No during construction services are included in this scope.

Field Survey and Design Services $10,000

2. PARK LANE CAPACITY IMPROVEMENTS

The scope of work for this project, which includes an area about 500' west of the intersection to Lagoon Lane on the east, will include reviewing the extent of the work required by UDOT and the subsequent work that was not completed by the Legacy team, conducting a field survey to accurately represent existing conditions, prepare plans and specifications in accordance to UDOT standards, meetings and coordination with UDOT, the City and CenterCal during the design (3 meetings), preparation of cost estimates, securing approval to bid and bidding assistance. No during construction services are included in this scope.

Field Survey and Design Services $14,500

3a. TRAFFIC SIGNAL AT PARK LANE AND STATION PARK ROAD - CMS

Inspection is estimated for an average of 3 hours a day for approximately 20 working days. This will include site visits and coordination with the contractor, preparing pay requests and change orders, and maintaining the proper documentation and paper work required for projects within UDOT right of way.

The Materials Sampling and Testing portion of the budget includes subcontracting with a testing agency to perform the necessary tests and certifications required on materials and installation for the project to be in conformance with UDOT standards.

Construction Management Services ..... $ 5,000

Materials Sampling and Testing ..... $ 2,000

3b. PARK LANE CAPACITY IMPROVEMENTS - CMS

It has been estimated that inspection will be needed for an average of 3 hours per day for approximately 40 working days for the Construction Management portion of this project. Inspection will include site visits and coordination with the contractor, preparing pay requests and change orders, and maintaining the proper documentation and paper work required on projects within UDOT right of way.

The Materials Sampling and Testing portion of the budget will include subcontracting with a testing agency to perform the necessary tests and certifications required on materials and installation for the project to be in conformance with UDOT standards.

Construction Management Services $10,000

Materials Sampling and Testing ..... $ 2,500

CALDWELL RICHARDS SORENSEN

ANSWERS TO INFRASTRUCTURE

January 20, 2011

Mr. Dave Millheim
City Manager
Farmington City Corporation
160 South Main
Farmington, UT 84025

Re: Scope of Work and Cost Proposal for Farmington Park Lane Capacity Improvements and Traffic Signal

Dear Dave,

We are pleased to propose the following scope of work and fee for the design and construction of the new Park Lane Capacity Improvement and traffic Signal at Park Lane and Station Park Road. The proposed work is divided into two projects, the first being the Park Lane capacity improvements and the second a new traffic signal. While each project has distinct elements within their defined scope, the City could choose to bid these projects together.

The key project elements have been identified for the Capacity Improvement and Signal projects listed below.

PARK LANE CAPACITY IMPROVEMENTS

As part of the process for approval of the new access for the "Station Park Development," UDOT has required the developer and Farmington City to make capacity improvements to Park Lane from 500 feet west of Station Park Road to Lagoon Drive. Traffic studies have shown that without these improvements the congestion would increase to a gridlock condition upon opening of the proposed development. This work includes pavement overlay, restriping, signage, installation of islands, widening of the road in areas, and modifications of signals along Park Lane from Lagoon Lane to beyond the intersection at Station Park. An exhibit showing the impacted area is attached. Approximately 50% of the work was completed as a part of Legacy Parkway Segment 3 in 2008. (The UDOT Region 1 Director at the time, Cory Pope, requested that remaining work be delayed to a point closer to the development opening.) UDOT Region One has requested that the remaining improvements be completed as part of the signal installation.

Farmington City executed an agreement in 2008 with CenterCal in which CenterCal agreed to pay $550,000 for Park Lane capacity improvement work required by UDOT. We understand that approximately half of those funds have been paid to the

CRS Consulting Engineers Incorporated dba CALDWELL RICHARDS SORENSEN
3060 East 2100 South, Salt Lake City, Utah 84109 Phone: (801) 359-5565 Fax: (801) 359-4272 Website: www.crsengineers.com

city and subsequently provided to UDOT for payment of the initial work which has been completed. The remaining $275,000 is slated to go towards the design and construction of the remaining Park Lane capacity improvement work required by UDOT.

The scope of work for this project will include reviewing the extent of the work required by UDOT and the subsequent work that was not completed by the Legacy team, conducting a field survey to accurately represent existing conditions, prepare plans and specifications in accordance to UDOT standards, meetings and coordination with UDOT, the City and CenterCal during the design (3 meetings), preparation of cost estimates, securing approval to bid and bidding the project.

It has been estimated that inspection will be needed for an average of 3 hours per day for approximately 40 working days for the Construction Management portion of this project. Inspection will include site visits and coordination with the contractor, preparing pay requests and change orders, and maintaining the proper documentation and paper work required on projects within UDOT right of way.

The Materials Sampling and Testing portion of the budget will include subcontracting with a testing agency to perform the necessary tests and certifications required on materials and installation for the project to be in conformance with UDOT standards.

The cost estimate for the Park Lane Capacity Improvements are a follows:

Field Survey and Design Services	$14,500
Construction Management Services	$10,000
Materials Sampling and Testing	$ 2,500
**TOTAL.....	**$27,000**

TRAFFIC SIGNAL AT PARK LANE AND STATION PARK ROAD

The project will include a new traffic signal at Park Lane and Station Park Road. UDOT has agreed to provide typical "state furnished material" which includes poles, mast arms and electronics, cables, cabinet, luminaries, and signal heads. Plans and specifications will be completed per UDOT Standards and bid by the City.

The cost of design and construction of the traffic signal will be paid by Farmington City except for the state furnished items. (We also understand that CenterCal has offered on at least two occasions to pay signal design costs.)

The scope of services for the signal includes coordination with the State on furnishing the materials, surveying the intersection for design, coordination with City's transportation engineer, three (3) review and coordination meetings with the City and

UDOT, preparation of preliminary and final plans and specifications, prepare cost estimates, secure approval to bid the project and bidding the project.

Inspection is estimated for an average of 3 hours a day for approximately 20 working days. This will include site visits and coordination with the contractor, preparing pay requests and change orders, and maintaining the proper documentation and paper work required for projects within UDOT right of way.

The Materials Sampling and Testing portion of the budget includes subcontracting with a testing agency to perform the necessary tests and certifications required on materials and installation for the project to be in conformance with UDOT standards.

The cost estimate for the Traffic Signal at Park Lane and Station Park Road are a follows:

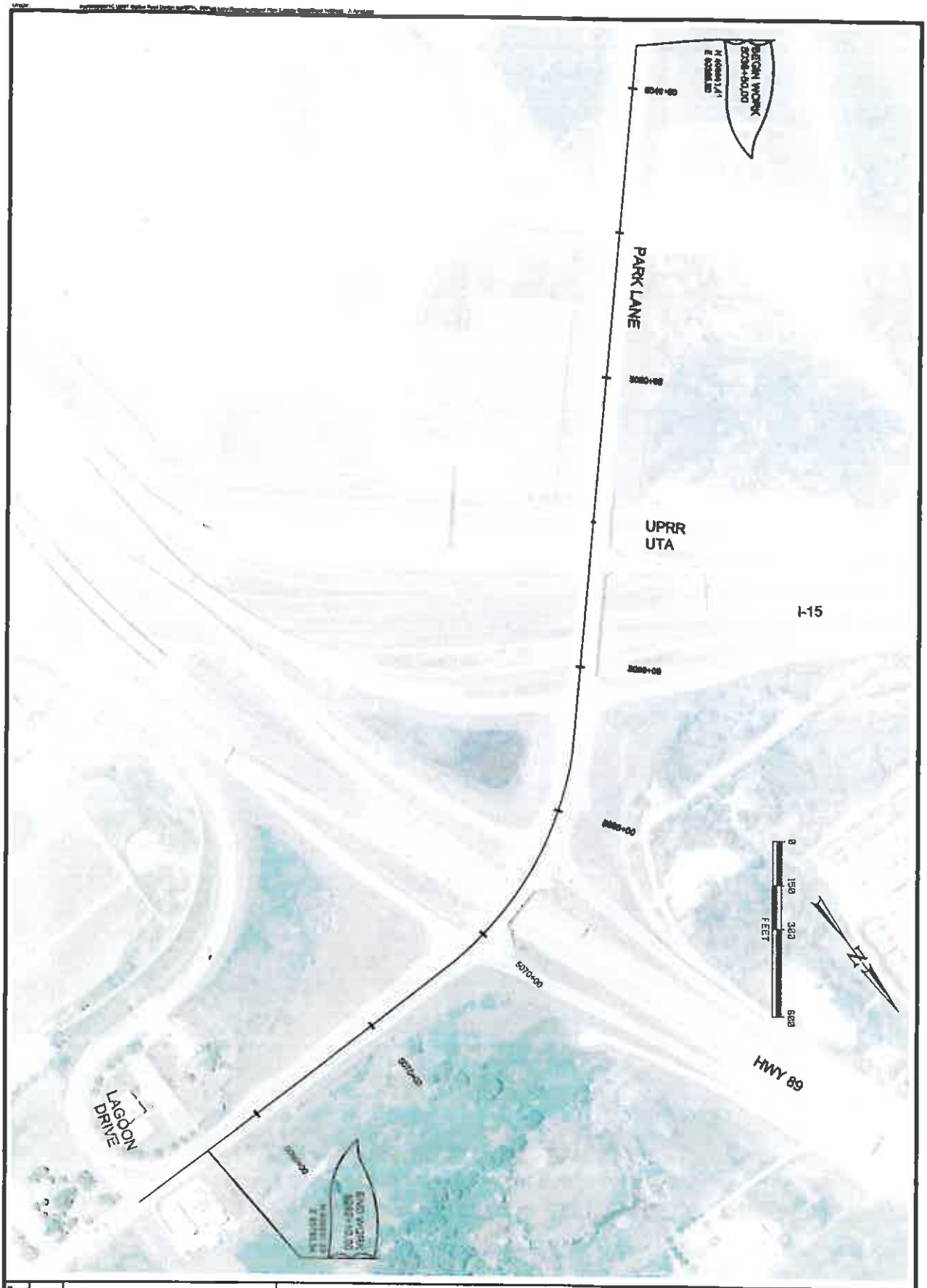
Field Survey and Design Services	$10,000
Construction Management Services	$ 5,000
Materials Sampling and Testing	$ 2,000
TOTAL.....	**$17,000**

We estimate that State furnished signal equipment has a value of $85,000. Contractor costs for installation, including one leg of conduit, control wire, electronic power from CenterCal, cable, foundation and base, signal poles, and misc site work is approximately $120,000.

Our combined project fee for the work detailed above is a lump sum not to exceed $44,000. Please let me know if you have any questions or concerns.

Sincerely,
CALDWELL RICHARDS SORENSEN

Paul Hirst, P.E.
President



PROJECT	UTAH DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN		REVISIONS
PROJECT NUMBER	APPROVED	DRAWN BY	NO. DATE APPROVED BY REMARKS
	PROFESSIONAL ENGINEER DATE	QC CHECKED BY	

Infinity Consultants
Scope of Services and Fee

A traffic signal design is needed for the intersection of Park Lane and Station Parkway in Farmington, Utah. Our understanding is that the geometric design of roadways and the intersection itself, the traffic analysis for the intersection, and all other design and surveying work needed for the intersection's construction has been completed, and that the only remaining need is the actual traffic signal design and intersection striping.

Our team at Infinity Consultants has designed over 150 traffic signals in the State of Utah in the past 10 years. We are intimately familiar with all UDOT engineering and construction standards. We currently have very productive working relationships with UDOT and Farmington City personnel. We also have worked closely with Tim Taylor over the years.

As requested, we propose the following scope of work:

1. **Project Kick-Off**
We will conduct a meeting with all stake holders. We will coordinate with UDOT, Region I traffic engineers, Farmington City's traffic engineering, and the developers. We will assemble design objectives and parameters which are to be incorporated into the design of the signal. We will also review information provided by the City regarding traffic volumes and traffic flow patterns.

2. **Base Mapping**
Infinity Consultants will merge drawings, provided by others, of the current intersection, the proposed north leg of the intersection, and other necessary drawings of the surrounding area, to create an overall map upon which the Traffic Signal Plan will be based.

3. **Traffic Signal Plan**
This plan will include the locating of the signal cabinet, traffic signal poles, mast arms, pedestrian features such as push buttons and pedestrian heads, and luminaires. The plan will also include appropriate detection type and placement. UDOT standard footings for poles will be specified.

Mast arm lengths will be specified. Mast arm signage details will be provided, along with the positioning of emergency vehicle preemption detectors.

Details will be provided for the following circuits: vehicle detection, traffic signal, pedestrian signal, pedestrian push button, street lighting, and emergency vehicle preemption. The plan will also identify conduit sizes, placement, and junction box type and placement.

Timing and phasing of each turning movement will be designed per traffic volumes outlined in the traffic study (provided by City).

4. **Cost Estimate**
An itemized estimate will be prepared for the components outlined in this Scope of Services. Unit prices used will be based on a blend of industry standard recommended costs, and firsthand experience from similar recently bid projects.

5. **Striping Plan**
Currently the intersection functions in a three leg tee configuration. Infinity Consultants will prepare a striping plan which accommodates the proposed four leg configuration, including all turning movements, crosswalks, etc.

6. **Client Coordination**
During and after the design process Infinity Consultants will coordinate with Farmington City to assure that all aspects of our services are performed according to your needs. We will also coordinate with other participating entities, such as UDOT, to assure compliance with standards and design needs.

Fee: **$12,500**

In addition to the above, UDOT will require a fiber optics connection to this signal, and a physical integration performed in the field after construction completion of the traffic signal onto UDOT's i2 Central System software. This requires configuring, programming, and installing a fiber optics switch by a UDOT Prequalified Integrator. We also propose designing the communication link to connect this signal to UDOT's communication network, and field integrate the traffic signal to UDOT's Traffic Operations Center. We are aware of existing fiber optic lines on the west side of the adjacent I-15 interchange.

UDOT inspectors typically review the installation of traffic signals upon the substantial completion of installation. To ensure a smooth construction inspection by UDOT, we recommend that our inspector periodically monitor construction as it progresses. One of our inspectors specifically worked as a UDOT traffic signal inspector for nine years. This standard practice assures high quality standards, avoids rework, and enhances schedule.

Thank you for requesting a proposal from Infinity Consultants. Have enjoyed working with Farmington in the past, and look forward to working with you again.

Infinity Consultants
Scope of Services and Fee

A traffic signal design is needed for the intersection of Park Lane and Station Parkway in Farmington, Utah. Our understanding is that the geometric design of roadways and the intersection itself, the traffic analysis for the intersection, and all other design and surveying work needed for the intersection's construction has been completed, and that the only remaining need is the actual traffic signal design and intersection striping.

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Thank you for requesting a proposal from Infinity Consultants. Have enjoyed working with Farmington in the past, and look forward to working with you again.

Dave Millheim

From: Craig Trottier [ctrottier@centercal.com]
Sent: Tuesday, February 08, 2011 8:12 AM
To: Dave Millheim
Subject: FW: Park Lane Signal Design - Cost Proposal

Good morning Dave,
Please see the attached proposal from Psomas for the signal design work. They did not provide a proposal for the restriping because they did not have enough information. However, CRS had completed that design a couple of years ago so for them it should be just a minimal update. We can discuss in more detail at your convenience.

Craig Trottier
Vice President of Development

CENTERCAL PROPERTIES, LLC | *Creating Value for Retailers and Communities*

42 North 650 West
Farmington, Utah 84025
801.451.5993 | 801.451.7399 | C 801.209.1649

1960 E. Grand Avenue, Suite 400
El Segundo, CA 90245
310.563.6900 | 503.563.6905 | C 801.209.1649
http://centercal.com/
ctrottier@centercal.com

From: Travis Perry [mailto:tperry@psomas.com]
Sent: Monday, February 07, 2011 11:54 AM
To: Scott Arrington
Cc: Scott Rocke; Alejandro Angel; Craig Ahrens
Subject: Park Lane Signal Design - Cost Proposal

Scott,

Thank you for allowing Psomas to provide Farmington City with the following scope and fee estimate for the Signal Design at Park Lane and Station Parkway in the City of Farmington. The scope of work will include the following items:

- Project kick-off, scoping and agency coordination meeting
- Incorporation of design plans for roadway to the north of the intersection into the current site plans including grading and any utilities
- Development of traffic signal plan, cabinet and pole schedule, conduit diagrams/conductor schedule to UDOT requirements
- Preparation of a construction cost estimate
- Design coordination with Farmington City and CenteralCal including
    1. Two formal plan submittals and
    2. Resolution of submittal comments

The scope of work would not include the following items:

- Signal timing or other traffic studies
- Pedestrian access or ADA ramps
- Environmental work

We also included the following assumptions for the scope of work:

- No conflicting utilities existing in Park Lane (the petroleum lines and the water line are sufficiently deep to offer no conflicts)
- Electrical for the signal will be or has been provided by others and stubbed to the intersection
- Psomas will be provided with the roadway plans and/or as-builts for the northern roadway of the intersection.

The fee estimate for the scope of work described above is $24,000. Please let me know if you have any questions or need any clarifications on this estimate.

Travis Perry, PE, LEED AP
PSOMAS | *Balancing the Natural and Built Environment*
Project Manager
4179 Riverboat Road, Suite 200
Salt Lake City, UT 84123
Office: 801 284 1345
Moble: 801 608.6889
tperry@psomas.com
www.psomas.com

CITY COUNCIL AGENDA

For Council Meeting:
March 1, 2011

SUBJECT: **Minute Motion Approving Summary Action List**

- Payment and Release Agreement with TC&T Investment, LLC
- Form Agreement for 900-1000 North/125 West to 227 West for Public Improvements to Water Lines and Curb and Gutter
- Agreement with Merrill Law regarding Culinary Water Line and Fire Hydrant
- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Disbursement Lists for December 2010 & January 2011

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Finance Director

Date: February 17, 2011

Subject: **PAYMENT AND RELEASE AGREEMENT WITH TC&T INVESTMENTS.**

RECOMMENDATION

Approve the payment and release agreement with TC&T Investments for the release and payment to Woodland Springs Development for the C-5 water reservoir.

BACKGROUND

The City discovered an unpaid financial obligation entered into with Woodland Springs Development Inc. regarding reimbursement obligations for the C-5 water reservoir constructed on the southeast bench area. A letter was sent to TC&T Investments which has taken over the development, and they have agreed to the settlement amount and to sign the enclosed release for any further obligations from the City. This will finalize the reimbursement obligation that the City has to them and will close out the agreements that were made with Woodland Springs.

Respectfully Submitted,

Keith Johnson,
Finance Director

Review and Concur,

Dave Millheim,
City Manager

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
www.farmington.utah.gov

PAYMENT AND RELEASE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of March, 2011, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **TC&T INVESTMENT, LLC**, a limited liability company organized under the laws of the State of Utah as the agent of and/or successor in interest to **WOODLAND SPRINGS DEVELOPMENT, INC.**

RECITALS:

WHEREAS, Farmington City and Woodland Springs Development, Inc. (Woodland), entered into an Agreement on September 11, 1979, (the "Agreement"), which Agreement was subsequently amended in June 2, 1982, whereby in exchange for consideration including construction of a water reservoir benefitting the Farmington City Water System, the City agreed to pay to Woodland certain reimbursement payments over time; and

WHEREAS, the reimbursement payments called for in the Agreement were to be paid upon the development of certain properties and deriving benefit from the constructed water reservoir; and

WHEREAS, over the course of many years it has become administratively burdensome and difficult to track and administer the required reimbursement payments; and

WHEREAS, Woodland, has ceased existence and distribution of any assets of Woodland is now being handled by TC&T Investment, LLC ("TC&T"), for and on behalf of the successors in interest of the original members of Woodland; and

WHEREAS, the parties now desire to provide for a final payment and release to end any further obligations of the City regarding the reimbursement payments in the interest of both parties;

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

1. **Representations** TC&T, by and through its member or manager signing this Agreement, below, hereby represents that it has over the years undertaken the obligation to accept and disperse assets for and in behalf of Woodland and as the successor in interest to Woodland and that it has authority to do so. The City has reviewed evidence provided by TC&T and in reliance on that evidence presented, and on information and belief, is willing to enter into the terms and conditions of this Agreement for the mutual benefit of the successors in interest of Woodland and the City.

2. **Final Payment.** The parties hereby agree that the City will, within ten (10) business days of the execution of this Agreement, make a final payment in the amount of

$23,250 to TC&T as a final settlement and in full performance of all provisions of the Agreement dated September 11, 1979, and as amended June 2, 1982.

3. **Release.** In exchange for the payment received from the City, TC&T, on its behalfs and as the successor in interest to Woodland, hereby discharges the City, its officers, employees, agents, representatives, successors and assigns of and from all, and all manner of claims, causes of action, suits at law, or in equity, demands and damages which may arise from the obligations of the City to make reimbursement to Woodland or other parties under the Agreement.

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

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

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

FARMINGTON CITY

ATTEST:

_____ By: _____
City Recorder Scott C. Harbertson, Mayor

TC&T INVESTMENT, LLC

By: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2011 personally appeared before me Scott Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott Harbertson acknowledged to me that the City executed the same.

_____
Notary Public

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the ___ day of _____, 2011, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the _____ of **TC&T INVESTMENT, LLC,** a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and acknowledged to me that said limited liability company executed the same.

_____
Notary Public

Keith Johnson

From: Todd Godfrey [tjgodfrey@mhlaw.net]
Sent: Monday, February 14, 2011 9:44 AM
To: Keith Johnson
Cc: Dave Millheim
Subject: Water Reservoir payment and Release

Keith:

I've looked over the materials your forwarded on this. I think with the past course of conduct, the payments to TC&T, and the representations in this information, the City is fine to proceed with the final payment to them, as proposed. I've attached a payment and release agreement to accomplish that. Please review and let me know if you have any questions or suggested revisions.

Thanks

Todd J. Godfrey
Mazuran & Hayes, P.C.
2118 East 3900 South, Suite 300
Salt Lake City, Utah 84124
Telephone: (801) 272-8998
Facsimile: (801) 272-1551

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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 24, 2011

SUBJECT: **FORM AGREEMENT FOR 900-1000 NORTH / 125 WEST TO 227 WEST FOR PUBLIC IMPROVEMENTS TO WATER LINES AND CURB AND GUTTER**

RECOMMENDATION

Approve the attached agreement AS TO FORM and direct the City Manager to seek approvals with the various property owners abutting the City Water line project in the area of 900 – 1000 North and 125 West up to 227 West.

BACKGROUND

The City has planned a water line replacement project in the area listed above. When that work takes place it is our desire to install curb and gutter and new road surface since so much of the old road is destroyed when the water line is installed. Normally with a new project, the developer would be required to put in the curb and gutter as part of the approvals. Unfortunately, this is an older subdivision with no existing curb and gutter. Members of the City Council have previously met with area residents and offered that if the residents would pay for the curb and gutter via cash or a financing method, the City would move forward with these improvements this coming spring. The attached agreement outlines the deal points the property owner would enter into which would become a lien on the property until paid. Once the form of this agreement is approved, we will be contacting property owners and seeking individual agreements. After we get unanimous agreement from all the affected owners, these agreements will come back to the City Council for formal ratification.

Respectfully Submitted

Dave Millheim
City Manager

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
www.farmington.utah.gov

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2011, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and _____, a property owner residing at _____ hereinafter referred to as "Owner."

RECITALS:

WHEREAS, Farmington City, to protect public health and safety, has the need to replace a water line within the public street fronting Owner's property; and

WHEREAS, replacement and installation of the new water line will require the installation of a new lateral located on, controlled by, and providing service to Owner's property; and

WHEREAS, in conjunction with replacement of the water line and the lateral, the City desires to install curb and gutter fronting Owner's property for the purpose of benefitting Owner's property and to extend the life of the asphalt in the public right-of-way; and

WHEREAS, Owner is willing to pay the cost of the curb and gutter fronting Owner's property, in accordance with the terms and conditions of this Agreement;

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

1. **Construction.** In conjunction with the City's water line replacement project, the City hereby agrees to construct and install a new lateral providing water service to Owner's property and curb and gutter fronting Owner's property. Construction shall be completed by the City with all diligence, in a workman-like and professional manner.

2. **Owner's Financial Responsibility.** In consideration for the installation of curb and gutter to benefit Owner's property, and replacement of the lateral, Owner hereby agrees to pay to the City the sum of $_____, which sum has been calculated based upon curb and gutter at $_____ per lineal foot, for _____lineal feet of frontage. Owner hereby agrees to pay not less than $_____ to the City within thirty (30) days of execution of this Agreement, representing one-third of the total cost owing from Owner to the City. Owner shall then pay the balance of the sum due in equal payments over a [36] [48] month period, to be made not later than the tenth of each month until the balance is paid in full. No interest shall be charged on the amount owing from the Owner to the City and Owner shall be allowed to pay the balance due at any time. To secure Owner's obligations for payment, Owner shall execute a Notice of Assessment in substantially the same form as the Notice attached hereto as Exhibit A and incorporated herein by reference, which Notice shall be recorded against Owner's property and shall be a charge and an obligation against Owner's property to pay those sums which are due

and owing from Owner to the City. Within twenty-one (21) days of the final payment representing payment in full of Owner's obligation to the City, the City shall release the Notice of Assessment against the property.

3. **Obligation to Run with the Land.** The parties hereby agree that the obligation of the Owner hereunder shall be a charge and an obligation against the property which runs with the land and shall inure to the benefit of the successors and assigns of the parties.

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

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

6. **Remedies.** In the event Owner fails to pay all amounts due and owing to the City under the terms of this Agreement when due, the City shall have the right to bring an action at law against Owner to collect all sums due and owing under the terms and provisions of this Agreement.

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

FARMINGTON CITY

ATTEST:

_____
City Recorder

By:_____
Scott C. Harbertson, Mayor

OWNER

By:_____

ACKNOWLEDGMENTS

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2011 personally appeared before me Scott Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott Harbertson acknowledged to me that the City executed the same.

_____
Notary Public

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the ___ day of _____, 2011, personally appeared before me_____, _____, who being by me duly sworn, did say that (s)he is the signer of the foregoing instrument, who duly acknowledged to me that (s)he executed the same.

_____
Notary Public

NOTICE OF ASSESSMENT

NOTICE IS HEREBY GIVEN that _____, as Owner of the property more particularly described in Exhibit A, attached hereto and incorporated herein by reference, and FARMINGTON CITY, have entered into an Agreement whereby Owner has agreed to pay to the City costs of certain improvements completed by the City which benefit Owner's property and which are defined in the Agreement between Owner and the City. Assessments due from Owner to the City represent a charge and an obligation against the property, are intended to run against the land, and are more fully set forth in the Agreement which may be viewed in the Office of the Farmington City Recorder at 160 North Main Street, Farmington, Utah, 84025.

DATED this _____ day of _____, 2011.

FARMINGTON CITY

ATTEST:

_____
City Recorder

By:_____
Scott C. Harbertson, Mayor

OWNER

By:_____

ACKNOWLEDGMENTS

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:ss.
COUNTY OF DAVIS)

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Notary Public

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

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_____
Notary Public

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 18, 2011

SUBJECT: **LAW WATER LINE AGREEMENT**

RECOMMENDATION

Approve the enclosed agreement between Farmington City and Merrill and Cheri Law, Trustees, subject to receiving a clean copy of the agreement with the signatures of both Merrill and Cheri Law.

BACKGROUND

On September 16, 2010 the applicants received approval from the City for a lot split at 661 West 1400 North creating a new lot at 651 West, which lot is about 1.32 acres in size. The lot is also approximately 560 feet in depth and the Laws received a building permit to construct a single family home at the far south end of the property. As such the Fire Chief is requiring one fire hydrant in the center of the lot, and even though the fire line and hydrant are private, the City's Public Works department must inspect these facilities from time to time to ensure that they remain in working order. The agreement provides the mechanism for City personnel to enter the property and conduct these inspections and is consistent with what the City has done in the past in similar circumstances.

Presently, the Law's are serving an LDS mission out of state. Mr. Law faxed a copy of the agreement with his signature. Staff is waiting for a clean copy with signatures of both Merrill and Cheri Law.

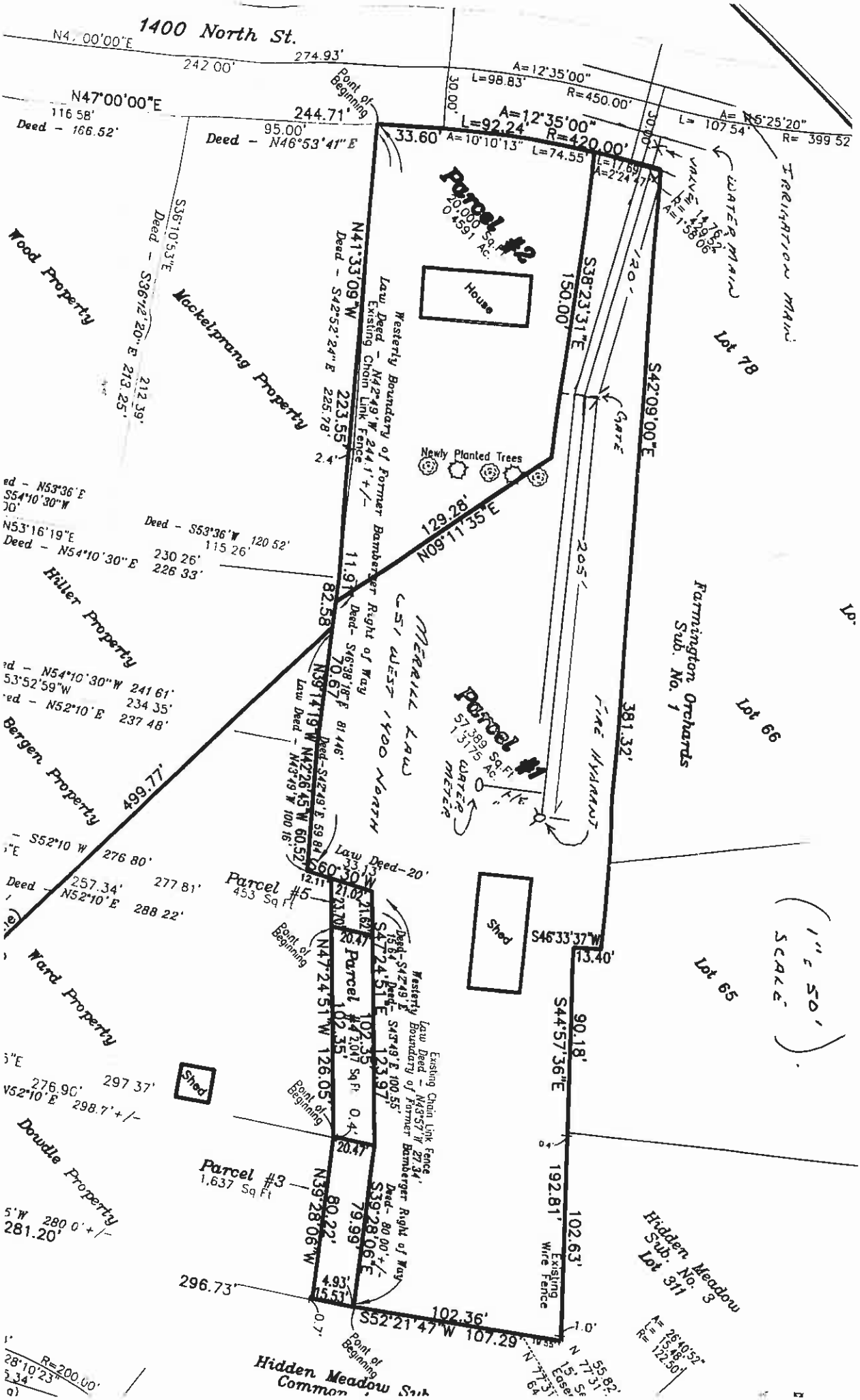
Respectively Submitted

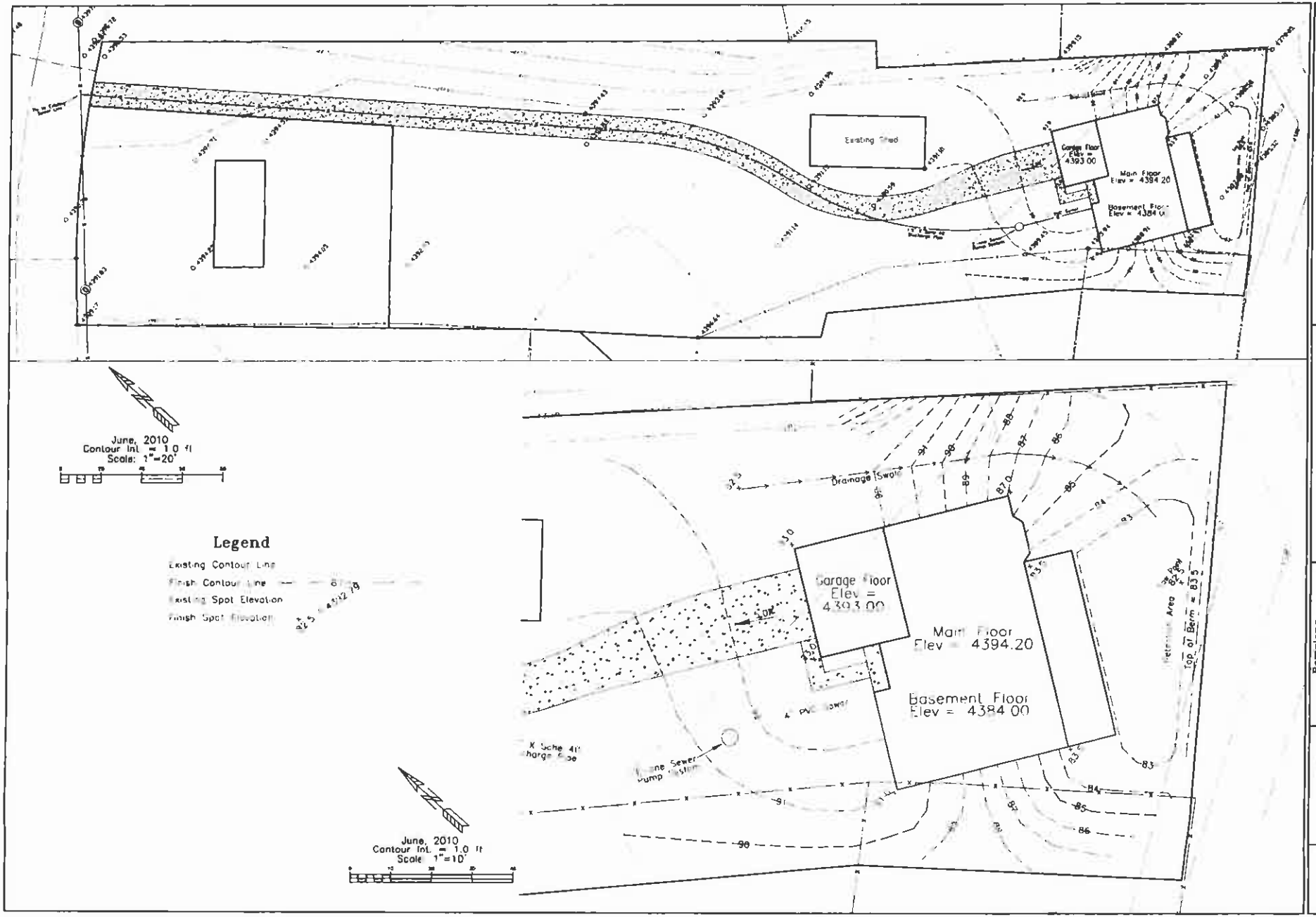
David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
www.farmington.utah.gov


1400 North St.
N47°00'00"E
242.00'
274.93'
A=12°35'00"
L=98.83'
R=450.00'
30.00'
Point of Beginning
N47°00'00"E
116.58'
Deed - 166.52'
244.71'
95.00'
Deed - N46°53'41"E
33.60'
A=10°10'13"
L=74.55'
L=92.24'
R=420.00'
A=12°35'00"
Parcel #2
20,000 Sq. Ft.
0.4591 Ac.
House
Wood Property
Mackelprang Property
S36°10'53"E
Deed - S36°12'20"E
212.39'
213.25'
N41°33'09"W
Deed - S42°52'24"E
225.78'
223.55'
2.4'
Westerly Boundary of Former Bamberger Right of Way
Law Deed - N42°49'W 244.1'+/-
Existing Chain Link Fence
S38°23'31"E
150.00'
Newly Planted Trees
Gate
S42°09'00"E
120'
205'
Fire Hydrant
Water Meter
Water Main
Irrigation Main
Lot 78
Lot 66
Lot 65
Farmington Orchards
Sub. No. 1
381.32'
Shed
S46°33'37"W
13.40'
90.18'
S44°57'36"E
192.81'
102.63'
Existing Wire Fence
Hidden Meadow
Sub. No. 3
Lot 911
Hiller Property
Bergen Property
Ward Property
Doudle Property
N53°16'19"E
Deed - N54°10'30"E
230.26'
226.33'
Deed - S53°36'W 120.52'
115.26'
N09°11'35"E
129.28'
11.91'
82.58'
Deed - S46°38'18"E 81.46'
N39°14'19"W 70.67'
Law Deed - N42°49'E 59.84'
N43°19'W 100.16'
N42°26'45"W 60.52'
499.77'
Deed - N54°10'30"W 241.61'
N53°52'59"W 234.35'
Deed - N52°10'E 237.48'
Deed - S52°10'W 276.80'
Deed - 257.34'
277.81'
N52°10'E 288.22'
Deed - S52°10'W 276.90'
297.37'
N52°10'E 298.7'+/-
Deed - S36°10'53"E
Deed - S36°12'20"E
Deed - N53°36'E
S54°10'30"W
Merrill Law
151' West 1400 North
Parcel #1
57,389 Sq. Ft.
1.3175 Ac.
Parcel #5
453 Sq. Ft.
Parcel #4
2,047 Sq. Ft.
0.4'
Parcel #3
1,637 Sq. Ft.
Point of Beginning
Deed - S42°49'E 59.84'
Law Deed - 20'
Existing Chain Link Fence
Law Deed - N43°57'W 27.34'
Westerly Boundary of Former Bamberger Right of Way
S47°24'51"E
123.97'
102.35'
N47°24'51"W 126.05'
Deed - S43°49'E 100.55'
Deed - 80.00'+/-
S39°28'06"E
79.99'
N39°28'06"W
80.22'
296.73'
S52°21'47"W 107.29'
102.36'
4.93'
15.53'
0.7'
1.0'
Hidden Meadow Common
R=200.00'
1" = 50' Scale
Lp.



Balling Engineering
Civil Engineering • Surveying • Planning
E. Pages Lane
Farmington, Utah 84014
Phone: (801) 295-7237
Fax: (801) 296-0419

Merrill Law
Site Plan

For: Merrill Law
1474 North Main St.
Farmington Utah
Phone: 801 451-2882

Revisions			
	Date	Description	By

Surveyor
Date Surveyed
Drafting
Checked By
Date Approved
Job Number

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2011, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **MERRIL AND CHERI LAW, TRUSTEES**, hereinafter jointly and severally referred to as "Owner."

RECITALS:

WHEREAS, City issued a building permit to the Owner for a single-family dwelling currently under construction at 551 West 1400 North; and

WHEREAS, the currently adopted International Fire Code requires certain minimum distances between fire hydrants to protect residential properties; and

WHEREAS, the Owner's proposed dwelling will be located more than 150 feet beyond any fire hydrant; and

WHEREAS, the City does not maintain lines and hydrants that serve primarily as fire flow lines and has informed Owner accordingly; and

WHEREAS, Owner is willing to extend a fire line from 1400 North Street to the proposed dwelling now under construction by Owner on the above-referenced property and the City is willing to consent to such extension upon the terms and conditions herein set forth;

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

1. Owner hereby agrees to install at Owner's sole expense a private fire line at locations and with sizing as approved by the Fire Marshall, constructed to industry standards and specifications. The fire line shall include one fire hydrant to be placed at a location to be determined by the City.

2. Owner will retain ownership and shall have full responsibility to maintain the fire line from the valve located in 1400 North Street southerly to the Owner's house.

3. Owner hereby agrees to grant a satisfactory easement to the City for the purpose of reading the water meter, operating the hydrants and performing periodic inspections of the fire flow system. The water meter shall be installed within ten (10) feet of the fire hydrant at a location mutually acceptable to the City and Owner.

4. Owner shall prepare and/or grade Owner's building site to accommodate fire flows

from time to time which site will accept and allow water flows from the fire hydrant without creating erosion and damage to abutting properties. Owner hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from any liability or damages of any kind or nature whatsoever caused as a result of or arising out of normal fire flow testing from the fire hydrants owned by Owner.

5. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, officers, representatives, agents, successors and assigns. This Agreement may be recorded in the office of the Davis County Recorder and shall be deemed to run with Owner's property. A legal description of Owner's property is attached hereto as Exhibit "A" and by this reference is made a part hereof. This Agreement may be amended only writing signed by the parties hereto.

6. Upon execution of this Agreement and payment of all required fees, the City agrees to issue a building permit to Owner in accordance with the City's ordinances, rules and regulations.

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

"CITY"
FARMINGTON CITY

By:_____
Mayor

ATTEST:

_____
City Recorder

"OWNER"

By:_____
Merrill Law, Trustee

By:_____
Cheri Law, Turstee

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2011, personally appeared before me SCOTT C. HARBERTSON, who being duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said SCOTT C. HARBERTSON acknowledged to me that the City executed the same.

_____
Notary Public
Residing at:

My Commission Expires:

_____

_____

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the ____ day of April, 2009, personally appeared before me MERRILL AND CHERI LAW, TRUSTEES of the _____, who being duly sworn, did say that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

_____
Notary Public
Residing at:

My Commission Expires:

_____

_____

02/07/2011 17:41 4512747 FARMINGTON CITY PAGE 01

FARMINGTON CITY

SCOTT C. HARRINGTON
MAYOR
JOHN BILTON
RICK DUNDON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL
MAX FORBUSH
CITY MANAGER

FACSIMILE COVER SHEET

Date transmitted: Feb 7, 2011

Time transmitted: 4:50 pm

PLEASE DELIVER THE FOLLOWING PAGES IMMEDIATELY.

FROM:

Sender's Name: David Peterson

Re: Fire Line Agreement

TO:

Name: Bob Brickley

Attention:

Facsimile Phone Number: 801 - 619 - 3832

Remarks:

Sending 4 pages including this cover page.

If you do not receive all pages, or if illegible, please call our office at 801-451-2383.
Fax. Number 801-451-2747

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
www.farmington.utah.gov

AGREEMENT

THIS AGREEMENT is made and entered into as of the 7 day of FEB, 2011, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **MERRIL AND CHERI LAW, TRUSTEES**, hereinafter jointly and severally referred to as "Owner."

RECITALS:

WHEREAS, City issued a building permit to the Owner for a single-family dwelling currently under construction at 551 West 1400 North; and

WHEREAS, the currently adopted International Fire Code requires certain minimum distances between fire hydrants to protect residential properties; and

WHEREAS, the Owner's proposed dwelling will be located more than 150 feet beyond any fire hydrant; and

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

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4. Owner shall prepare and/or grade Owner's building site to accommodate fire flows

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2011, personally appeared before me SCOTT C. HARBERTSON, who being duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said SCOTT C. HARBERTSON acknowledged to me that the City executed the same.

_____
Notary Public
Residing at:

My Commission Expires:

_____ _____

OWNER ACKNOWLEDGMENT

STATE OF ~~UTAH~~ FLA.)
:ss.
COUNTY OF ~~DAVIS~~ OSCEOLA)

On the 8th day of ~~April~~ Feb. 2011, 2009, personally appeared before me MERRILL AND CHERI LAW, TRUSTEES of the PROPERTY, 551 West 1400 North, who being duly sworn, did say that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Paula W. Luce
Notary Public
Residing at:
440 DeSoto Pkwy.
Satellite Beach, FL 32937

My Commission Expires:
June 25, 2012

PAULA W LUCE
MY COMMISSION # DD790255
EXPIRES June 25, 2012
(407) 398-0153 FloridaNotaryService.com

Assorted Law Firm Loan Agreement
Feb 7, 2011

from time to time which site will accept and allow water flows from the fire hydrant without creating erosion and damage to abutting properties. Owner hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from any liability or damages of any kind or nature whatsoever caused as a result of or arising out of normal fire flow testing from the fire hydrants owned by Owner.

5. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, officers, representatives, agents, successors and assigns. This Agreement may be recorded in the office of the Davis County Recorder and shall be deemed to run with Owner's property. A legal description of Owner's property is attached hereto as Exhibit "A" and by this reference is made a part hereof. This Agreement may be amended only writing signed by the parties hereto.

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

"CITY"
FARMINGTON CITY

By:_____
Mayor

ATTEST:

_____
City Recorder

"OWNER"

By:_____
Merrill Law, Trustee

By:_____
Cheri Law, Trustee

STORM WATER & CONSTRUCTION BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND	CONSTRUCTION BOND
1/26	Jerry Preston	9734	$1,000.00	$500.00
1/26	Destiny Homes	9682	$1,000.00	$500.00
1/26	Destiny Homes	9708	$1,000.00	$500.00
1/27	Destination Homes	9731	$1,000.00	$500.00
1/27	Lodder Homes	9739	$1,000.00	$500.00
1/27	Garbett Homes	9619	$1,000.00	$500.00
2/3	Destination Homes	9732	$1,000.00	$500.00
2/4	Rainey Homes	9747	$1,000.00	$500.00
2/4	D.R. Horton	9742	$1,000.00	$500.00
2/4	D.R. Horton	9743	$1,000.00	$500.00
2/8	Jerry Preston	9722	$1,000.00	$500.00
2/9	Destination Homes	9733	$1,000.00	$500.00
2/16	Richmond American	9736	$1,000.00	$500.00
2/17	Joel Hale	9775	$1,000.00	$500.00
2/17	Garbett Homes	9615	$1,000.00	$500.00
2/17	Symphony Homes	9765	$1,000.00	$500.00
2/22	Jerry Preston	9766	$1,000.00	$500.00
2/23	Ivory Homes	9753	$1,000.00	$500.00

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

I hereby certify the disbursements listing claims against the City for the month of December, 2010.

1. Have been pre-audited and documented;

2. Have been approved in one of the following ways:
   a. Purchase order directly approved by the City Manager who is the Budget Officer of the City, as delegated by the Mayor.

   b. Are directly approved by the Governing Body; or

   c. Are approved by the Finance Officer.

3. Are within the lawful debt limit of the City; and

4. Do not over-expend the appropriate departmental budget established by the Governing Body.

FARMINGTON CITY CORPORATION

By: _____
KEITH S. JOHNSON, Finance Officer

By: _____
DAVE MILLHEIM, City Manager

.....

A minute motion was made by Council Member _____ to ratify payment of the list of claims for the month of December that were pre-audited, approved, and certified by the City Finance Officer and the City Manager. The motion was seconded by Council Member _____ and approved by _____ of _____ members present at the City Council meeting held this _____ day of _____, 2010.

_____
SCOTT C. HARBERTSON, Mayor

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
www.farmington.utah.gov

Report Criteria

Transaction Journal Code = cd, cda, cdpt

Journal	Payee or Description	Date	Check No	Amount
CDPT	ICMA RETIREMENT TRUST-#801021	12/10/2010	134	20,019.90
CDPT	ICMA RETIREMENT TRUST-107328	12/10/2010	135	2,942.82
CDPT	ICMA RETIREMENT TRUST-301813	12/10/2010	136	2,444.79
CDPT	IRS TAX DEPOSIT	12/10/2010	137	28,116.80
CDPT	UTAH STATE RETIREMENT OFFICE	12/10/2010	138	18,234.69
CDPT	ICMA RETIREMENT TRUST-#801021	12/21/2010	139	10,307.28
CDPT	ICMA RETIREMENT TRUST-107328	12/21/2010	140	8,196.38
CDPT	ICMA RETIREMENT TRUST-301813	12/21/2010	141	2,404.36
CDPT	IRS TAX DEPOSIT	12/21/2010	142	23,125.92
CDPT	UTAH STATE RETIREMENT OFFICE	12/21/2010	143	17,341.12
CDPT	UTAH STATE TAX COMMISSION	12/21/2010	144	8,981.66
CDPT	CHILD SUPPORT SERVICES/ ORS	12/13/2010	30462	489.60
CDPT	FCF BENEFITS & ADMINISTRATION	12/13/2010	30463	1,304.26
CDPT	INTERNAL REVENUE SERVICE	12/13/2010	30464	34.00
CDPT	PEHP	12/13/2010	30465	3,290.68
CDPT	AFLAC	12/28/2010	30466	717.31
CDPT	CHILD SUPPORT SERVICES/ ORS	12/28/2010	30467	489.60
CDPT	COMMUNITY SHARES UTAH	12/28/2010	30468	24.00
CDPT	CONSECO HEALTH INSURANCE CO	12/28/2010	30469	164.20
CDPT	FCF BENEFITS & ADMINISTRATION	12/28/2010	30470	1,118.76
CDPT	FRATERNAL ORDER OF POLICE	12/28/2010	30471	250.00
CDPT	HARTFORD LIFE AND ANNUITY	12/28/2010	30472	60.58
CDPT	INTERNAL REVENUE SERVICE	12/28/2010	30473	34.00
CDPT	PEHP	12/28/2010	30474	3,201.64
CDPT	SELECT HEALTH	12/28/2010	30475	47,028.00
CDPT	STANDARD INSURANCE CO	12/28/2010	30476	4,123.56
CDPT	UTAH LOCAL GOVERNMENTS TRUST	12/28/2010	30477	1,098.83
CD	AGA - NO. UTAH CHAPTER - REGISTRATION/KE	12/02/2010	82575	115.00
CD	BABY CAKES CUPCAKE CATERING - CATERING	12/02/2010	82576	200.00
CD	DAVIS COUNTY TREASURER - TAXES/REDEVELOP	12/02/2010	82577	958.47
CD	ASSOCIATED BRIGHAM CONTRACTORS - HYDRANT	12/02/2010	82578	142.50
CD	BRADY INDUSTRIES, LLC -	12/02/2010	82579	347.90
CD	CREATIVE PRODUCT SOURCING - BOOKS	12/02/2010	82580	304.29
CD	DISTINCTIVE WINDOW COVERINGS - WINDOW CO	12/02/2010	82581	122.98
CD	KROGER - SMITH'S CUSTOMER CHGS - DINNER	12/02/2010	82582	1,487.79
CD	FARMINGTON FIRE ASSOC. - 2 EMPLOYEES FUN	12/02/2010	82583	500.00
CD	NEUMANN BAKERY - ECLAIRS AND COOKIES FOR	12/02/2010	82584	400.00
CD	O'REILLY AUTO PARTS - INVERTER	12/02/2010	82585	109.98
CD	TIMBERMINE STEAKHOUSE - PUBLIC WORKS CHR	12/02/2010	82586	975.00
CD	USDA FOREST SERVICE - 914 WATER TRANS PI	12/02/2010	82587	45.00
CD	UTAH STATE HISTORICAL SOCIETY - MEMBERSH	12/02/2010	82588	25.00
CD	WATERS CONSTRUCTION - HYDRANT METER REFU	12/02/2010	82589	117.50
CD	ZIONS BANK	12/02/2010	82590	11,696.13
CD	JENNIFER BARNSON - COMM. CENTER DEPOSIT	12/02/2010	82591	60.00
CD	MARK EVANS - PARK DEPOSIT REFUND	12/02/2010	82592	95.00
CD	DENISE FULLMER - COMM. CENTER DEPOSIT RE	12/02/2010	82593	225.00
CD	DEREK FURCH - TUNING	12/02/2010	82594	80.00
CD	KRISTIN HARBERTSON - BLANKETS	12/02/2010	82595	632.05
CD	CAMILLE MARX - FOOTBALL REFUND	12/02/2010	82596	110.00
CD	SONYA NELSON - COMM. CENTER DEPOSIT REFU	12/02/2010	82597	300.00
CD	JEANINE NILSON - REIMB. FOR RETIREMENT G	12/02/2010	82598	76.93
CD	BROOKE WOODALL - COMM. CENTER DEPOSIT RE	12/02/2010	82599	300.00
CD	LORI FARNSWORTH - NOVEMBER COMMUNITY CEN	12/02/2010	82600	500.00
CD	PETTY CASH - RECORDING FEES	12/09/2010	82601	87.56
CD	ZACHARY & HOLLIE ANDRUS - PERMIT #10-909	12/09/2010	82602	1,500.00
CD	BOUNTIFUL MEMORIAL ART SHOP - BRONZE PLA	12/09/2010	82603	1,535.00

Journal	Payee or Description	Date	Check No	Amount
CD	CROWN TROPHY - MEDALS	12/09/2010	82604	612 15
CD	JOEL HALE CONSTRUCTION - PERMIT #10-9170	12/09/2010	82605	1 500 00
CD	NEIL MILLER -	12/09/2010	82606	103 40
CD	VOID CK	12/09/2010	82607	00
CD	CANDY ALLEN - FOOTBALL REFUND	12/09/2010	82608	40.00
CD	SHAWNA BUSHEY - FOOTBALL REFUND	12/09/2010	82609	50 00
CD	JOHN COYLE - FOOTBALL REFUND	12/09/2010	82610	40 00
CD	ADAM FISHER - FOOTBALL REFUND	12/09/2010	82611	50 00
CD	SARAH HALE - REIMB CHRISTMAS WITH SANTA	12/09/2010	82612	34 73
CD	EMILY HATCH - OVERPAYMENT OF UTILITY BIL	12/09/2010	82613	565.00
CD	ANDREA HOLBROOK - FOOTBALL REFUND	12/09/2010	82614	50 00
CD	MATT HYDE - FOOTBALL REFUND	12/09/2010	82615	40 00
CD	DARRELL JOHNSON - FOOTBALL REFUND	12/09/2010	82616	50.00
CD	JAMES JOHNSON - COMM CENTER DEPOSIT REF	12/09/2010	82617	150 00
CD	KEITH JOHNSON - REIMB FOR EMPLOYEE DINN	12/09/2010	82618	1,516 89
CD	WILLIAM KIMBALL - FOOTBALL REFUND	12/09/2010	82619	40 00
CD	AMY KIRKHAM - FOOTBALL REFUND	12/09/2010	82620	50 00
CD	TANA LEE - FOOTBALL REFUND	12/09/2010	82621	40 00
CD	JODY LEWIS - COMM CENTER DEPOSIT REFUND	12/09/2010	82622	300.00
CD	SETH LINDGREN - FOOTBALL REFUND	12/09/2010	82623	50.00
CD	CHARLES MACQUEEN - RE-ISSUE OF CHECK FOR	12/09/2010	82624	30 00
CD	TARA MONTOYA - FOOTBALL REFUND	12/09/2010	82625	50.00
CD	JEFFERY QUINTON - FOOTBALL REFUND	12/09/2010	82626	50 00
CD	APRIL RAINEY - FOOTBALL REFUND	12/09/2010	82627	50 00
CD	JAMIE SALMON - FOOTBALL REFUND	12/09/2010	82628	50.00
CD	JODI SINGLEY - FOOTBALL REFUND	12/09/2010	82629	50 00
CD	HEATHER STOTT - FOOTBALL REFUND	12/09/2010	82630	50.00
CD	SHELLLY WATSON - FOOTBALL REFUND	12/09/2010	82631	40 00
CD	REBECCA WENDT - FOOTBALL REFUND	12/09/2010	82632	50.00
CD	STEPHANIE WILCOX - FOOTBALL REFUND	12/09/2010	82633	50.00
CD	SAMUEL FRENCH - THE SECRET GARDEN	12/09/2010	82634	3,181 00
CD	BUCK S BAGS - FOOTBALL SUPPLIES	12/10/2010	82635	967 50
CD	CATHY RICE - REIMB FOR CHRISTMAS LIGHT	12/10/2010	82636	186 61
CD	DIV OF DRINKING WATER - CERTIFICATE OF	12/10/2010	82637	200 00
CDA	A-1 UNIFORMS	12/10/2010	82638	276.76
CDA	AMERICAN EXPRESS	12/10/2010	82639	5,919.55
CDA	AMERICAN LINEN - STEINER	12/10/2010	82640	49.94
CDA	ANNIE'S MAIN STREET FLORAL	12/10/2010	82641	48.95
CDA	BLACK & MCDONALD	12/10/2010	82642	1,348.02
CDA	BLUE STAKES OF UTAH	12/10/2010	82643	183 22
CDA	CARQUEST AUTO PARTS STORES	12/10/2010	82644	1,523 42
CDA	CRS CONSULTING ENGINEERS II	12/10/2010	82645	22,656.00
CDA	CANYON OFFICE PRODUCTS	12/10/2010	82646	429.52
CDA	CENTRAL DAVIS SEWER	12/10/2010	82647	96,831.20
CDA	CHEMTECH-FORD ANALYTICAL LABS	12/10/2010	82648	940.00
CDA	THE CLEANING SUPPLIER	12/10/2010	82649	179 97
CDA	CLIPPER PUBLISHING COMPANY	12/10/2010	82650	44 52
CDA	COLONIAL BUILDING SUPPLY, INC	12/10/2010	82651	155 51
CDA	COSTCO HSBS BUSINESS SOLUTIONS	12/10/2010	82652	374 91
CDA	CRAYTHORNE INC	12/10/2010	82653	4,617 55
CDA	CROFT POWER EQUIPMENT	12/10/2010	82654	48 36
CDA	DJB GAS SERVICES, INC	12/10/2010	82655	13 50
CDA	DAVIS COUNTY CORPORATION	12/10/2010	82656	3,083 22
CDA	DICK S MARKET	12/10/2010	82657	110 56
CDA	DISH NETWORK	12/10/2010	82658	66 99
CDA	F A R M Police Supply	12/10/2010	82659	108 72
CDA	FASTENAL COMPANY	12/10/2010	82660	125 39
CDA	GLOBAL SECURITY	12/10/2010	82661	21 95
CDA	GOODSON SIGNS	12/10/2010	82662	551 00

Journal	Payee or Description	Date	Check No	Amount
CDA	GRANITE CONSTRUCTION COMPANY	12/10/2010	82663	3,157 50
CDA	HEPWORTH FLORAL	12/10/2010	82664	60 00
CDA	HOLT CLEANING SUPPLY	12/10/2010	82665	24 93
CDA	INDUSTRIAL SUPPLY COMPANY, INC	12/10/2010	82666	21 85
CDA	INTERMOUNTAIN FARMERS ASSOC	12/10/2010	82667	442 99
CDA	INTERSTATE BATTERIES	12/10/2010	82668	18 70
CDA	INTERWEST SUPPLY CO	12/10/2010	82669	1 096 00
CDA	IRIS MEDICAL, INC	12/10/2010	82670	1 577 98
CDA	K MART CORPORATION	12/10/2010	82671	52 64
CDA	KAPP CONSTRUCTION COMPANIES	12/10/2010	82672	175 00
CDA	KEITH'S LOCK & KEY	12/10/2010	82673	80 00
CDA	LAKEVIEW HOSPITAL	12/10/2010	82674	225 00
CDA	LES SCHWAB TIRE CENTER	12/10/2010	82675	1,350 91
CDA	MATRIX MEDICAL	12/10/2010	82676	276 75
CDA	MAZURAN & HAYES, PC	12/10/2010	82677	9,420 00
CDA	METERWORKS	12/10/2010	82678	4,040 40
CDA	LARRY H MILLER CHRYSLER JEEP	12/10/2010	82679	354 00
CDA	MOENCH PRINTING	12/10/2010	82680	1,638 00
CDA	MOUNTAIN STATES SUPPLY, INC	12/10/2010	82681	577 44
CDA	NU-TREND ELECTRIC CORPORATION	12/10/2010	82682	1,236 68
CDA	OCE NORTH AMERICA	12/10/2010	82683	113 80
CDA	OFFICE DEPOT	12/10/2010	82684	357 19
CDA	OFFICEMAX CONTRACT INC	12/10/2010	82685	24 99
CDA	OLDCASTLE PRECAST, INC	12/10/2010	82686	90 42
CDA	ON THE SPOT	12/10/2010	82687	670 00
CDA	PAGE BRAKE WAREHOUSE	12/10/2010	82688	90 29
CDA	PJ CHEESE, INC	12/10/2010	82689	263 66
CDA	PACIFIC OFFICE AUTOMATION	12/10/2010	82690	160 00
CDA	PARADISE BAKERY & CAFE	12/10/2010	82691	115 30
CDA	PARK LANE CHEVRON	12/10/2010	82692	42 52
CDA	JACK B PARSON COMPANY	12/10/2010	82693	5,474 85
CDA	PRECISION ELECTRONICS	12/10/2010	82694	99 00
CDA	PRIME SYSTEMS	12/10/2010	82695	39 00
CDA	PRO KLEANERS	12/10/2010	82696	415 00
CDA	PURCELL TIRE & RUBBER COMPANY	12/10/2010	82697	800 82
CDA	TOM RANDALL DISTRIBUTING	12/10/2010	82698	7,210 06
CDA	RAY'S MUFFLER SERVICE	12/10/2010	82699	433 07
CDA	RED FLAME CATERING	12/10/2010	82700	1,299 50
CDA	Void - Information Only Check	12/10/2010	82701	00
CDA	ROCKY MOUNTAIN POWER	12/10/2010	82702	17,266 98
CDA	SAM'S CLUB	12/10/2010	82703	577 85
CDA	SHRED-IT	12/10/2010	82704	47 00
CDA	DOUGLAS C SMITH	12/10/2010	82705	437 50
CDA	STATE INDUSTRIAL PRODUCTS	12/10/2010	82706	72 90
CDA	THB INC	12/10/2010	82707	44 09
CDA	TEC SERV, INC	12/10/2010	82708	1,500 00
CDA	TURF EQUIPMENT & IRRIGATION	12/10/2010	82709	1,131 13
CDA	UT DEPT OF WORKFORCE SERVICES	12/10/2010	82710	675 00
CDA	UTAH LEAGUE OF CITIES & TOWNS	12/10/2010	82711	500 00
CDA	UTAH TRANSIT AUTHORITY	12/10/2010	82712	2 450 00
CDA	VALPAK OF NORTHERN UTAH	12/10/2010	82713	345 00
CDA	WARNER TRUCKLAND	12/10/2010	82714	1,699 68
CDA	WASATCH INTEGRATED WASTE	12/10/2010	82715	34,104 00
CDA	WHEELER MACHINERY COMPANY	12/10/2010	82716	684 58
CDA	WINMARK INC	12/10/2010	82717	62 65
CD	SPORTSMAN'S WAREHOUSE - GIFT CERTIFICATE	12/14/2010	82718	350 00
CD	OLIVE GARDEN - 2 GIFT CERTIFICATES - $40	12/14/2010	82719	80 00
CD	HOME DEPOT - 6 GIFT CERTIFICATES @ 40 00	12/14/2010	82720	240 00
CD	LONESTAR - 2 GIFT CERTIFICATES @ 40 00 E	12/14/2010	82721	80 00

Journal	Payee or Description	Date	Check No	Amount
CD	CINEMARK - 10 GIFT CERTIFICATES @ 10 00	12/14/2010	82722	100 00
CD	DAVE MILLHEIM - REIMB FOR PHONE BILL	12/14/2010	82723	46 15
CD	LONE STAR - FOOD- CHRISTMAS PARTY	12/16/2010	82724	1 239 52
CD	DALE GRANT ROSE - SOLD CEMETERY LOT BACK	12/17/2010	82725	100 00
CD	KEITH JOHNSON - GIFT CERTIFICATES	12/17/2010	82726	150 00
CD	ICMA - MEMBERSHIP REINSTATEMENT FOR	12/17/2010	82727	800 00
CD	SYMPHONY HOMES -	12/17/2010	82728	2 550 00
CD	WOODSIDE HOMES -	12/17/2010	82729	3,000 00
CD	D R HORTON - PERMIT #10-9513, VENDOR #2	12/17/2010	82730	9,000.00
CD	BLAKE MATTHEWS - PERMIT #10-9511 VENDOR	12/17/2010	82731	1,500 00
CD	JERRY PRESTON CONSTRUCTION -	12/17/2010	82732	1 500 00
CD	RICHMOND AMERICAN HOMES -	12/17/2010	82733	1,500 00
CD	RAINEY HOMES - PERMIT #10-9599, VENDOR #	12/17/2010	82734	3,000 00
CD	SPENCER MOFFAT - STORM DRAIN IMPACT FEES	12/17/2010	82735	3,924 82
CD	GFOA - VAFR APPLICATION	12/17/2010	82736	435.00
CD	WCEC ENGINEERS, INC - PARK LANE REALGNV	12/17/2010	82737	4,829 01
CD	AMERICAN LEAK DETECTION - LEAK DETECTION	12/17/2010	82738	235 00
CD	CLICKLINKS COM - INK CARTRIDGES	12/17/2010	82739	132 53
CD	GOLD STAR AWARDS & ENGRAVING - AWARDS	12/17/2010	82740	551 00
CD	IAEI - MEMBERSHIP/ERIC MILLER	12/17/2010	82741	102 00
CD	MANTEK - SUPPLIES	12/17/2010	82742	322 05
CD	MARK MILLARD - INVOICE FOR PARTS	12/17/2010	82743	7 79
CD	O'REILLY AUTO PARTS - PARTS	12/17/2010	82744	8 55
CD	PERSONNEL SYSTEMS & SERVICES - CONSULTIN	12/17/2010	82745	75 00
CD	RUSH TRUCK CENTERS - PARTS	12/17/2010	82746	173 58
CD	RHOMAR INDUSTRIES, INC - SUPPLIES	12/17/2010	82747	595 88
CD	SIGNATURE PRESS - SPECIALIZED PRINTING	12/17/2010	82748	927 49
CD	SPEEDY TOWING - VEHICLE INVOLVED IN PED	12/17/2010	82749	145 00
CD	THOMAS & SONS - NEW NAMEPLATES	12/17/2010	82750	16 00
CD	H R WAGSTAFF CO , INC - CRANE	12/17/2010	82751	450 00
CD	BRETT ANDERSON - PLANNING COMMISSION SER	12/17/2010	82752	175 00
CD	JACOB BALLSTEADT - OVERPAYMENT OF UTILIT	12/17/2010	82753	53 94
CD	DEANN CARLILE - FIRE STATION CLEANING/NO	12/17/2010	82754	400 00
CD	RICK DRAPER - PLANNING COMMISSION SERVIC	12/17/2010	82755	455 00
CD	ASHLEY GRAVES - COMM. CENTER DEOSIT REFU	12/17/2010	82756	150 00
CD	JOHN GREEN - COMM. CENTER DEPOSIT REFUND	12/17/2010	82757	300 00
CD	RICHARD O HANSEN - HYDRANT DEPOSIT REFU	12/17/2010	82758	150 00
CD	RANDY HILLIER - PLANNING COMMISSION SERV	12/17/2010	82759	665 00
CD	SUE JACOBSON - MONTHLY CLEANING CONTRACT	12/17/2010	82760	550 00
CD	CRAIG KARTCHNER - PLANNING COMMISSION SE	12/17/2010	82761	350 00
CD	CAMILLE MARX - COMM. CENTER DEPOSIT REFU	12/17/2010	82762	50 00
CD	NELSON MICHAELSON - PLANNING COMMISSION	12/17/2010	82763	490 00
CD	SUE MILLARD - REPLACE DAMAGED FLORAL VAS	12/17/2010	82764	65 00
CD	NEIL MILLER - REIMB. FOR PARK AND REC DI	12/17/2010	82765	652 38
CD	SONYA NELSON - COMM. CENTER DEPOSIT REFU	12/17/2010	82766	75 00
CD	MICHAEL NILSON - PLANNING COMMISSION SER	12/17/2010	82767	630 00
CD	GLENN PARKER - REIMB. FOR EMT TEST	12/17/2010	82768	20 00
CD	DAVID PETERSEN - CARRYING CASE FOR CELL	12/17/2010	82769	148 51
CD	KAITLIN PHELPS - COMM. CENTER DEPOSIT RE	12/17/2010	82770	150 00
CD	MARIE PHIPPS - COMM. CENTER DEPOSIT REFU	12/17/2010	82771	420 00
CD	BICHAEL WAGSTAFF - PLANNING COMMISSION S	12/17/2010	82772	420 00
CD	KATIE WAYMENT - COMM CENTER DEPOSIT REF	12/17/2010	82773	150 00
CD	GEORGINA WHEADON - KARATE INSTRUCTION	12/17/2010	82774	520 00
CD	CHALESE WHEELWRIGHT - KARATE REFUND	12/17/2010	82775	65 00
CD	JIM YOUNG - PLANNING COMMISSION SERVICE	12/17/2010	82776	595 00
CD	CHANG'S CHOPSTIX - 14 LUNCHES/EMPLOYEE C	12/21/2010	82777	113 21
CD	VOID CK	12/22/2010	82778	00
CD	THE PAINT SPOT - 2009 DODGE CHARGE REPAI	12/22/2010	82779	1 959 31
CD	APWA INTERNATIONAL - MEMBERSHIP/UTAH APW	12/22/2010	82780	69 00

Journal	Payee or Description	Date	Check No	Amount
CD	IAEI - 2011 NEC TABS	12/22/2010	82781	8 00
CD	CINTAS FAS LOCKBOX 636525 - FIRST AID SU	12/22/2010	82782	91 79
CD	DIVISION OF WATER QUALITY - WASTEWATER O	12/22/2010	82783	25 00
CD	FABRIC MAGIC - SEAT RECOVERING	12/22/2010	82784	75 00
CD	KEITH JOHNSON - REIMB FOR GIFT CARDS	12/22/2010	82785	280 00
CD	MRS CAVANAUGH'S - 12 BOXES	12/22/2010	82786	258 66
CD	MARK MILLARD - PARTS	12/22/2010	82787	212 56
CD	NEUMANN BAKERY - BAKERY ITEMS FOR PARTY	12/22/2010	82788	110 40
CD	PITCHER'S SPORTS - POOL SUPPLIES	12/22/2010	82789	52 88
CD	RAINEY DEVELOPMENT - REIMB FOR STORM DR	12/22/2010	82790	3,920 00
CD	ROCKART INC - TRI-FLEX POSTS/50 DECALS	12/22/2010	82791	410 96
CD	RUSH TRUCK CENTERS - PARTS	12/22/2010	82792	2 09
CD	TECHNOLOGY NET - ANNUAL SUBSCRIPTION	12/22/2010	82793	300 00
CD	WINGER'S - CATERING FOR CITY COUNCIL	12/22/2010	82794	95 95
CD	ZIONS BANK - TRUST #2745968	12/22/2010	82795	176,025 00
CD	URPA - CONFERENCE REG. FOR NEIL, RICH	12/22/2010	82796	585 00
CD	KELLIE BARTON - TRAINING EXPENSES	12/22/2010	82797	16 00
CD	PENNY BRADSHAW - COMM CENTER DEPOSIT RE	12/22/2010	82798	300 00
CD	DIANE BURTON - COMM CENTER DEPOSIT REFU	12/22/2010	82799	300 00
CD	CORI CONNORS - TICKET AND CD SALES	12/22/2010	82800	4,557 00
CD	LANCE GARDNER - REIMB FOR EMT TEST FEE	12/22/2010	82801	20 00
CD	BARBARA GUSTAVESON - ART CLASS INSTRUCTI	12/22/2010	82802	600 00
CD	VOID CK	12/22/2010	82803	00
CD	LAURA HILL - COMM. CENTER DEPOSIT REFUND	12/22/2010	82804	150 00
CD	STEPHEN HALFORD - COMM. CENTER DEPOSIT R	12/22/2010	82805	300 00
CD	GREG JONES - REIMB. FOR EMT TEST FEE	12/22/2010	82806	20 00
CD	LEANN LAWSON - COMM CENTER DEPOSIT REFU	12/22/2010	82807	300 00
CD	MARGY LOMAX - COMM CENTER DEPOSIT REFUN	12/22/2010	82808	150 00
CD	KATHRYN REEVES - COMM CENTER DEPOSIT RE	12/22/2010	82809	75 00
CD	KAREN STEPHENS - COMM CENTER DEPOSIT RE	12/22/2010	82810	150 00
CD	BRYAN THURGOOD - REIMB FOR EMT TEST FEE	12/22/2010	82811	20 00
CDA	ACADEMY SPORTS	12/27/2010	82812	30 00
CDA	AMERICAN LINEN - STEINER	12/27/2010	82813	74 91
CDA	BLUE PEBBLE PRESS	12/27/2010	82814	850 00
CDA	BLOMQUIST HALE CONSULTING	12/27/2010	82815	150 00
CDA	BURT BROTHERS TIRE & SERVICE	12/27/2010	82816	539 36
CDA	CEM	12/27/2010	82817	576 00
CDA	CANYON OFFICE PRODUCTS	12/27/2010	82818	451 02
CDA	CARR PRINTING COMPANY	12/27/2010	82819	510 00
CDA	CASELLE	12/27/2010	82820	2,681 00
CDA	CENTERVILLE CITY	12/27/2010	82821	68 92
CDA	CINTAS LOC #180	12/27/2010	82822	116 18
CDA	SHELLIE CHRISTENSEN	12/27/2010	82823	1,470 00
CDA	CLIPPER PUBLISHING COMPANY	12/27/2010	82824	42 40
CDA	COMCAST	12/27/2010	82825	1 07
CDA	COMFORT SYSTEMS	12/27/2010	82826	1,644 75
CDA	CROFT POWER EQUIPMENT	12/27/2010	82827	1,193 47
CDA	L N CURTIS & SONS	12/27/2010	82828	1,296 80
CDA	DJB GAS SERVICES, INC	12/27/2010	82829	13 50
CDA	DALLAS GREEN FARM & HOME	12/27/2010	82830	38 98
CDA	Void - Information Only Check	12/27/2010	82831	00
CDA	DOMIAN BUILDING CODE SERVICES	12/27/2010	82832	310 00
CDA	ESI ENGINEERING, INC	12/27/2010	82833	330 00
CDA	F A R M Police Supply	12/27/2010	82834	37 50
CDA	GALL'S INC	12/27/2010	82835	204 92
CDA	Void - Information Only Check	12/27/2010	82836	00
CDA	HOME DEPOT	12/27/2010	82837	2,327 46
CDA	IKON OFFICE SOLUTIONS	12/27/2010	82838	67 63
CDA	INTERFORM GRAPHICS	12/27/2010	82839	701 92

Journal	Payee or Description	Date	Check No	Amount
CDA	INTERMOUNTAIN TRAFFIC SAFETY	12/27/2010	82840	317 88
CDA	INTERSTATE BATTERIES	12/27/2010	82841	223 55
CDA	INTERWEST SUPPLY CO	12/27/2010	82842	833 80
CDA	J & C TESTING	12/27/2010	82843	75 00
CDA	J & J PRODUCE	12/27/2010	82844	65 50
CDA	KASTLE ROCK EXCAVATING	12/27/2010	82845	660 00
CDA	KAYSVILLE CITY	12/27/2010	82846	220 00
CDA	KROGER - SMITH'S CUSTOMER CHGS	12/27/2010	82847	704 19
CDA	KURT'S SHOP	12/27/2010	82848	647 50
CDA	LAKEVIEW HOSPITAL	12/27/2010	82849	30 00
CDA	LES SCHWAB TIRE CENTER	12/27/2010	82850	585 51
CDA	LEXIS PUBLISHING	12/27/2010	82851	50 00
CDA	MADDOX COMPRESSOR CO , INC	12/27/2010	82852	111 92
CDA	MARLO PRODUCTS	12/27/2010	82853	478 98
CDA	MATRIX MEDICAL	12/27/2010	82854	304 33
CDA	LARRY H. MILLER CHRYSLER JEEP	12/27/2010	82855	1 063 36
CDA	MODERN DISPLAY	12/27/2010	82856	1 000 00
CDA	MOENCH PRINTING	12/27/2010	82857	2,099 00
CDA	FRED A MORETON & CO	12/27/2010	82858	32 00
CDA	MOTOROLA COMM & ELECTRONICS	12/27/2010	82859	156 00
CDA	MOUNT OLYMPUS WATERS, INC	12/27/2010	82860	31 63
CDA	MOUNTAIN STATES SUPPLY, INC	12/27/2010	82861	451.74
CDA	MOUNTAIN WEST TRUCK CENTER	12/27/2010	82862	122 46
CDA	NU-TREND ELECTRIC CORPORATION	12/27/2010	82863	73 44
CDA	OCE NORTH AMERICA	12/27/2010	82864	17 42
CDA	OFFICE DEPOT	12/27/2010	82865	555 68
CDA	OLDCASTLE PRECAST, INC	12/27/2010	82866	555 08
CDA	PAGE BRAKE WAREHOUSE	12/27/2010	82867	532 39
CDA	JACK B PARSON COMPANY	12/27/2010	82868	2 902 56
CDA	PARTS PLUS	12/27/2010	82869	194 51
CDA	PITNEY BOWES	12/27/2010	82870	340 90
CDA	PRECISION WINDSHIELD REPAIR	12/27/2010	82871	294 48
CDA	PRIME SYSTEMS	12/27/2010	82872	12 00
CDA	PROFESSIONAL SALES & SERVICE	12/27/2010	82873	161 86
CDA	QUESTAR GAS	12/27/2010	82874	7 232 15
CDA	QWEST	12/27/2010	82875	1,518 62
CDA	TOM RANDALL DISTRIBUTING	12/27/2010	82876	6,134 00
CDA	RELIABLE BUSINESS SYSTEMS	12/27/2010	82877	1 395 01
CDA	ROCKY MOUNTAIN POWER	12/27/2010	82878	8,044 58
CDA	ROBINSON WASTE SERVICES	12/27/2010	82879	35,006 79
CDA	SALT CITY SALES, INC	12/27/2010	82880	867 00
CDA	SHRED-IT	12/27/2010	82881	74 40
CDA	SINGLE SOURCE	12/27/2010	82882	424 89
CDA	SKAGGS COMPANIES, INC	12/27/2010	82883	601 32
CDA	SUNRISE ENGINEERING, INC	12/27/2010	82884	932 00
CDA	THB,INC	12/27/2010	82885	109 42
CDA	THATCHER COMPANY	12/27/2010	82886	1 967 40
CDA	ANNETTE TIDWELL	12/27/2010	82887	200 00
CDA	TURF EQUIPMENT & IRRIGATION	12/27/2010	82888	60 19
CDA	ULRICH & ASSOCIATES	12/27/2010	82889	4 500 00
CDA	UNITED STATES WELDING, INC	12/27/2010	82890	41 35
CDA	UTAH BARRICADE COMPANY	12/27/2010	82891	105 00
CDA	WASATCH VALLEY PIZZA	12/27/2010	82892	112 00
CDA	WEBER BASIN WATER	12/27/2010	82893	6 873 48
CDA	WHEELER MACHINERY COMPANY	12/27/2010	82894	3,765 50
CDA	WILLEY FORD	12/27/2010	82895	2,097 88
CDA	DAVIS COUNTY CORPORATION	12/27/2010	82896	3 091 22
CD	MAZURAN & HAYES, P C - LEGAL SERVICES	12/30/2010	82897	7 496 00

Journal	Payee or Description	Date	Check No	Amount
			Total	905,426.10

Report Criteria

Transaction Journal Code = cd, cda, cdpt

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

I hereby certify the disbursements listing claims against the City for the month of January, 2011.

1. Have been pre-audited and documented;

2. Have been approved in one of the following ways:
   a. Purchase order directly approved by the City Manager who is the Budget Officer of the City, as delegated by the Mayor.

   b. Are directly approved by the Governing Body; or

   c. Are approved by the Finance Officer.

3. Are within the lawful debt limit of the City; and

4. Do not over-expend the appropriate departmental budget established by the Governing Body.

FARMINGTON CITY CORPORATION

By: _____
KEITH S. JOHNSON, Finance Officer

By: _____
DAVE MILLHEIM, City Manager

. . . . . .

A minute motion was made by Council Member _____ to ratify payment of the list of claims for the month of January that were pre-audited, approved, and certified by the City Finance Officer and the City Manager. The motion was seconded by Council Member _____ and approved by _____ of _____ members present at the City Council meeting held this _____ day of _____, 2011.

_____
SCOTT C. HARBERTSON, Mayor

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
www.farmington.utah.gov

Report Criteria
Transaction Journal Code = cd, cda, cdpt

Journal	Payee or Description	Date	Check No	Amount
CDPT	ICMA RETIREMENT TRUST-#801021	01/05/2011	1	1,437.46
CDPT	ICMA RETIREMENT TRUST-107328	01/05/2011	2	2,159.64
CDPT	ICMA RETIREMENT TRUST-301813	01/05/2011	3	2,296.31
CDPT	IRS TAX DEPOSIT	01/05/2011	4	25,821.58
CDPT	UTAH STATE RETIREMENT OFFICE	01/05/2011	5	17,468.48
CDPT	ICMA RETIREMENT TRUST-#801021	01/19/2011	6	1,562.44
CDPT	ICMA RETIREMENT TRUST-107328	01/19/2011	7	2,295.99
CDPT	ICMA RETIREMENT TRUST-301813	01/19/2011	8	2,406.40
CDPT	IRS TAX DEPOSIT	01/19/2011	9	24,386.89
CDPT	UTAH STATE RETIREMENT OFFICE	01/19/2011	10	17,589.38
CDPT	CHILD SUPPORT SERVICES/ ORS	01/06/2011	30478	489.60
CDPT	FCF BENEFITS & ADMINISTRATION	01/06/2011	30479	1,249.15
CDPT	INTERNAL REVENUE SERVICE	01/06/2011	30480	34.00
CDPT	CHILD SUPPORT SERVICES/ ORS	01/20/2011	30481	489.60
CDPT	FCF BENEFITS & ADMINISTRATION	01/20/2011	30482	1,249.15
CDPT	INTERNAL REVENUE SERVICE	01/20/2011	30483	34.00
CD	PETTY CASH - ANNIVERSARY GIFTS	01/06/2011	82898	93.08
CD	AMERICAN PLANNING ASSOC - MEMBERSHIP	01/06/2011	82899	543.00
CD	AMERICAN PLANNING ASSOC - PLANNING ADVI	01/06/2011	82900	795.00
CD	BUCK'S BAGS - SOCCER SHORTS	01/06/2011	82901	1,624.70
CD	CLINTON CITY CORP - REGIONAL COMM. GRAN	01/06/2011	82902	8,733.40
CD	FOWLER BUSINESS SYSTEMS - INVOICE FOR OF	01/06/2011	82903	333.46
CD	INTEGRA TELECOM - OFFICE	01/06/2011	82904	1,786.05
CD	INTERMOUNTAIN CONCRETE - SUPPLIES	01/06/2011	82905	353.00
CD	M-ONE SPECIALITIES - PARTS	01/06/2011	82906	648.00
CD	MARK MILLARD - PARTS	01/06/2011	82907	251.90
CD	DAVE MILLHEIM - REIMB MEALS	01/06/2011	82908	85.59
CD	OFFICE PRODUCTS DEALER - OFFICE SUPPLIES	01/06/2011	82909	24.99
CD	DAVID PETERSEN - REIMB FOR PLANNING COM	01/06/2011	82910	24.73
CD	PITNEY BOWES - POSTAGE	01/06/2011	82911	12,000.00
CD	QUALTRONICS - SURVEY LICENSE	01/06/2011	82912	2,500.00
CD	MIKE SALMON -	01/06/2011	82913	1,500.00
CD	UTAH PRIMA SECRETARY/TREASURER - MEMBERS	01/06/2011	82914	50.00
CD	UGFOA - MEMBERSHIP/KEITH JOHNSON	01/06/2011	82915	50.00
CD	ZIONS BANK - TRUST #2745989	01/06/2011	82916	11,696.13
CD	WILLIAM R BADER - OVERPAYMENT OF UTILIT	01/06/2011	82917	700.00
CD	JOSHUA BOWERS - OVERPAYMENT OF UTILITY B	01/06/2011	82918	38.65
CD	SYLVIA CLARK - HEALTH REIMB	01/06/2011	82919	181.34
CD	LORI FARNSWORTH - CLEANING OF COMM CENT	01/06/2011	82920	500.00
CD	HOLLY GADD - MILEAGE	01/06/2011	82921	161.84
CD	GLORIA GUZMAN - COMM CENTER DEPOSIT REF	01/06/2011	82922	150.00
CD	JULIA HAUGEN - COMM CENTER DEPOSIT REFU	01/06/2011	82923	300.00
CD	JEREMIAH HOFFMAN - OVERPAYMENT OF UTILIT	01/06/2011	82924	68.53
CD	JANET LITSTER - OVERPAYMENT OF UTILITY B	01/06/2011	82925	169.25
CD	LINDSAY PEARCE - COMM CENTER DEPOSIT RE	01/06/2011	82926	75.00
CD	MARC PUTNAM - OVERPAYMENT OF UTILITY BIL	01/06/2011	82927	43.76
CD	GERALDINE SPENCER - OVERPAYMENT OF UTILI	01/06/2011	82928	21.11
CD	ICC - BONNEVILLE CHAPTER - MEMBERSHIP/ER	01/06/2011	82929	50.00
CD	DARRELL JOHNSON - RE-ISSUE OF LOST CHECK	01/06/2011	82930	50.00
CD	JULIA HAUGEN - COMM CENTER DEPOSIT REFU	01/10/2011	82931	300.00
CD	VOID CK	01/11/2011	82932	.00
CD	DAVIS CO RECORDER - RECORDING FEES	01/11/2011	82933	114.00
CD	ERIC MILLER - HEALTH REIMBURSEMENT	01/13/2011	82934	250.00
CD	AIA CORP - SHIRTS	01/13/2011	82935	1,314.00
CD	BENNETT CONTRACT GLAZING, INC - WINDOW	01/13/2011	82936	496.16
CD	BRITE NITES - CHRISTMAS ORNAMENTS	01/13/2011	82937	10,329.25

Journal	Payee or Description	Date	Check No	Amount
CD	CREATIVE CULTURE - SUPPLIES	01/13/2011	82938	1,228 73
CD	FIRST CALL AUTO PARTS - PARTS	01/13/2011	82939	79 99
CD	HVAC CONSTRUCTION, INC - SERVICE	01/13/2011	82940	623 69
CD	PRO PIPE - SERVICE	01/13/2011	82941	780 00
CD	HOLLIE'S HAVEN - T-SHIRTS	01/13/2011	82942	948.00
CD	JCOMM - PARTS	01/13/2011	82943	17 00
CD	LINCOLN COMMERCIAL POOL EQUIP - POOL SUP	01/13/2011	82944	336 22
CD	MODEL LINEN SERVICE - EMT UNIFORM	01/13/2011	82945	1,341 95
CD	PRIORITY DISPATCH - MAINTENANCE AGREEMEN	01/13/2011	82946	39.00
CD	STEVE SPEIRS RADIANT HEATING - REPAIR	01/13/2011	82947	180 00
CD	TASER - SUPPLIES	01/13/2011	82948	809 95
CD	TOP HEALTH - TOP HEALTH NEWSLETTER	01/13/2011	82949	451 44
CD	TRI-COMBINED RESOURCES, ING - EMERGENCY	01/13/2011	82950	320.06
CD	UTAH DEPT OF PUBLIC SAFETY - WRITTEN TE	01/13/2011	82951	40.00
CD	RICHMOND AMERICAN HOMES - PERMIT #10-940	01/13/2011	82952	3,000.00
CD	GARBETT HOMES - PERMIT #10-9431	01/13/2011	82953	2,000.00
CD	WCI -	01/13/2011	82954	2,000.00
CD	KENT NICKELL CONSTRUCTIN -	01/13/2011	82955	1,500.00
CD	IVORY HOMES -	01/13/2011	82956	1,500.00
CD	ROBERT STRAATMAN -	01/13/2011	82957	1,500.00
CD	DEANN CARLILE - DEC CLEANING	01/13/2011	82958	400 00
CD	TRACY DUPAIX - ART CENTER DEPOSIT REFUND	01/13/2011	82959	100.00
CD	SHERMAN HADLEY -	01/13/2011	82960	180.00
CD	SUSAN JACOBSON - MONTHLY CLEANING	01/13/2011	82961	550.00
CD	JOEL KNAPP - TRAINING EXPENSES	01/13/2011	82962	16.00
CD	VANESSA LONDON - COMM CENTER DEPOSIT RE	01/13/2011	82963	75.00
CD	LISA MCLAWS - JR JAZZ REFUND	01/13/2011	82964	22.50
CD	BRYCE MOORE -	01/13/2011	82965	180.00
CD	STEPHANIE PAGET - COMM CENTER DEPOSIT R	01/13/2011	82966	50.00
CD	CARRIE PERKINS - JR JAZZ REFUND	01/13/2011	82967	22.50
CD	PATRICIA SMITH - FYCC TREAT REIMB	01/13/2011	82968	13.03
CD	COLBY THACKERAY - PESTICIDE APPLICATION	01/13/2011	82969	20.00
CDA	A-1 UNIFORMS	01/13/2011	82970	400 64
CDA	ACCENT CONCRETE CUTTING	01/13/2011	82971	145.00
CDA	AMERICAN EXPRESS	01/13/2011	82972	4,637 21
CDA	AMERICAN LINEN - STEINER	01/13/2011	82973	99.88
CDA	AMERICOM TECHNOLOGY	01/13/2011	82974	4,323.08
CDA	BLUE PEBBLE PRESS	01/13/2011	82975	750.00
CDA	BLOMQUIST HALE CONSULTING	01/13/2011	82976	150.00
CDA	BLUE STAKES OF UTAH	01/13/2011	82977	213.33
CDA	BUREAU OF EMERGENCY MED SRV	01/13/2011	82978	140.00
CDA	CARQUEST AUTO PARTS STORES	01/13/2011	82979	1,200 45
CDA	CANYON OFFICE PRODUCTS	01/13/2011	82980	237.28
CDA	CARPENTER PAPER CO	01/13/2011	82981	133.50
CDA	CENTRAL DAVIS SEWER	01/13/2011	82982	97,130 45
CDA	CHEMTECH-FORD ANALYTICAL LABS	01/13/2011	82983	2,775 00
CDA	CLIPPER PUBLISHING COMPANY	01/13/2011	82984	31.80
CDA	COLONIAL BUILDING SUPPLY INC	01/13/2011	82985	10 58
CDA	COMFORT SYSTEMS	01/13/2011	82986	97.00
CDA	CRAYTHORNE INC	01/13/2011	82987	2,424 06
CDA	CROFT POWER EQUIPMENT	01/13/2011	82988	22.75
CDA	DAVIS COUNTY	01/13/2011	82989	75.00
CDA	DICK'S MARKET	01/13/2011	82990	167.77
CDA	DISH NETWORK	01/13/2011	82991	66.99
CDA	DURK'S PLUMBING SUPPLY	01/13/2011	82992	21.17
CDA	EVCO HOUSE OF HOSE	01/13/2011	82993	260.00
CDA	F A R M Police Supply	01/13/2011	82994	260.05
CDA	GLOBAL SECURITY	01/13/2011	82995	21.95
CDA	HERRICK INDUSTRIAL SUPPLY CO	01/13/2011	82996	222 83

Journal	Payee or Description	Date	Check No	Amount
CDA	HOLBROOK & COMPANY	01/13/2011	82997	175.00
CDA	HOLT CLEANING SUPPLY	01/13/2011	82998	10.83
CDA	INFOBYTES, INC	01/13/2011	82999	216.09
CDA	INTEGRA TELECOM	01/13/2011	83000	2,310.56
CDA	INTERFORM GRAPHICS	01/13/2011	83001	1,017.61
CDA	INTERMOUNTAIN DRUG TESTING	01/13/2011	83002	42.00
CDA	INTERSTATE BATTERIES	01/13/2011	83003	117.65
CDA	JAKES QUALITY RADIATOR CO	01/13/2011	83004	145.00
CDA	K MART CORPORATION	01/13/2011	83005	101.76
CDA	KAPP CONSTRUCTION COMPANIES	01/13/2011	83006	119.00
CDA	KURT'S SHOP	01/13/2011	83007	682.50
CDA	LES SCHWAB TIRE CENTER	01/13/2011	83008	82.50
CDA	LEXIS PUBLISHING	01/13/2011	83009	50.00
CDA	MAZURAN & HAYES, PC	01/13/2011	83010	5,181.00
CDA	METERWORKS	01/13/2011	83011	11,693.14
CDA	LARRY H. MILLER CHRYSLER JEEP	01/13/2011	83012	342.05
CDA	ROD MORTENSEN	01/13/2011	83013	425.00
CDA	MOUNTAIN STATES SUPPLY, INC	01/13/2011	83014	977.01
CDA	MOUNTAIN WEST TRUCK CENTER	01/13/2011	83015	58.88
CDA	OCE NORTH AMERICA	01/13/2011	83016	31.53
CDA	OFFICE DEPOT	01/13/2011	83017	584.06
CDA	OLDCASTLE PRECAST INC	01/13/2011	83018	575.00
CDA	PAGE BRAKE WAREHOUSE	01/13/2011	83019	69.68
CDA	PACIFIC OFFICE AUTOMATION	01/13/2011	83020	160.00
CDA	JACK B. PARSON COMPANY	01/13/2011	83021	5,382.44
CDA	PRECISION WINDSHIELD REPAIR	01/13/2011	83022	365.65
CDA	PRIME SYSTEMS	01/13/2011	83023	213.00
CDA	PRO KLEANERS	01/13/2011	83024	415.00
CDA	PROFESSIONAL SALES & SERVICE	01/13/2011	83025	48.57
CDA	PURCELL TIRE & RUBBER COMPANY	01/13/2011	83026	200.00
CDA	QUESTAR GAS	01/13/2011	83027	6.16
CDA	QWEST	01/13/2011	83028	1,917.61
CDA	RADIO SHACK	01/13/2011	83029	222.94
CDA	TOM RANDALL DISTRIBUTING	01/13/2011	83030	9,847.52
CDA	Void - Information Only Check	01/13/2011	83031	.00
CDA	ROCKY MOUNTAIN POWER	01/13/2011	83032	16,947.01
CDA	ROBINSON WASTE SERVICES	01/13/2011	83033	35,354.60
CDA	RURAL WATER ASSOCIATION OF UT	01/13/2011	83034	1,095.00
CDA	SAM'S CLUB	01/13/2011	83035	296.84
CDA	SHRED-IT	01/13/2011	83036	47.00
CDA	SKILL STAFF	01/13/2011	83037	63.40
CDA	STANDARD-EXAMINER	01/13/2011	83038	181.25
CDA	THB,INC	01/13/2011	83039	38.00
CDA	TEC SERV, INC	01/13/2011	83040	1,500.00
CDA	TESCO/WILLIAMSEN	01/13/2011	83041	454.00
CDA	ANNETTE TIDWELL	01/13/2011	83042	200.00
CDA	THYSSENKRUPP ELEVATOR	01/13/2011	83043	478.67
CDA	TURF EQUIPMENT & IRRIGATION	01/13/2011	83044	685.61
CDA	U.R.M.M.A.	01/13/2011	83045	3,670.00
CDA	U.S. POSTAL SERVICE	01/13/2011	83046	370.00
CDA	UTAH COMMUNICATIONS AGENCY NET	01/13/2011	83047	5,139.00
CDA	UT DEPT OF WORKFORCE SERVICES	01/13/2011	83048	421.00
CDA	VALPAK OF NORTHERN UTAH	01/13/2011	83049	345.00
CDA	WARNER TRUCKLAND	01/13/2011	83050	905.53
CDA	WASATCH INTEGRATED WASTE	01/13/2011	83051	34,203.75
CDA	WASATCH VALLEY PIZZA	01/13/2011	83052	112.00
CDA	WEBER BASIN WATER	01/13/2011	83053	222.44
CDA	WHEELER MACHINERY COMPANY	01/13/2011	83054	1,309.58
CDA	WILLEY FORD	01/13/2011	83055	264.86

Journal	Payee or Description	Date	Check No	Amount
CDA	YOUR VALET CLEANERS	01/13/2011	83056	186.36
CD	LEONARD FARMS - SHEPARD CREEK PRKWY FENC	01/14/2011	83057	10,811 00
CD	HUGHES GENERAL CONTRACTORS - APPLICATION	01/14/2011	83058	27,685.00
CD	WCEC ENGINEERS INC -	01/14/2011	83059	5,641 76
CD	VOID CK	01/20/2011	83060	00
CD	CHRISTY J ALEXANDER - REIMB FOR TRAVEL	01/20/2011	83061	513 40
CD	PETTY CASH - RECORDING FEES	01/20/2011	83062	119 15
CD	THE ENTERPRISE - SUBSCRIPTION RENEWAL	01/20/2011	83063	52 00
CD	HOLLY GADD - REIMB FOR CC FOOD	01/20/2011	83064	108 54
CD	TYLER HARRIS - HEALTH REIMBURSEMENT	01/20/2011	83065	250 00
CD	LINCOLN TITLE INSURANCE AGENCY - PREMIUM	01/20/2011	83066	884 50
CD	LUCY ANDERSON - WATERCOLOR CLASS REFUND	01/20/2011	83067	130 00
CD	JAY BARTON - COMM CENTER DEPOSIT REFUND	01/20/2011	83068	150 00
CD	JILL HALL - GUITAR CLASS REFUND	01/20/2011	83069	55.00
CD	MICHELLE HARDEN - PLAY REFUN D	01/20/2011	83070	75.00
CD	CHARLES MACQUEEN - BASKETBALL OFFICIAL	01/20/2011	83071	40.00
CD	KERRY PEART - BASKETBALL OFFICIAL	01/20/2011	83072	180 00
CD	KEVIN PORTER - BASKETBALL OFFICIAL	01/20/2011	83073	40.00
CD	DEBBIE RUST -	01/20/2011	83074	85.00
CD	LAURIE SOLOMON - PLAY REFUND	01/20/2011	83075	85.00
CD	LOREN WALKER - BASKETBALL OFFICIAL	01/20/2011	83076	100.00
CD	FROM HEART AND HAND, INC - EMBROIDERY S	01/20/2011	83077	87 50
CD	INTERMOUNTAIN TRAFFIC SAFETY - SIGN SUPP	01/20/2011	83078	74 95
CD	MY RIBBONS - NAME PLATES	01/20/2011	83079	8 50
CD	UTAH CHAPTER ICC - REGISTRATION/ERIC MIL	01/20/2011	83080	225 00
CD	UTAH CHAPTER ICC - REGISTRATION/MELISSA	01/20/2011	83081	100.00
CD	CENTRAL DAVIS SEWER DISTRICT - 4TH QTR	01/20/2011	83082	40,800.00
CD	UT DEPT OF COMMERCE - 4TH QTR. 2010	01/20/2011	83083	1,014.51
CD	BENCHLAND WATER DIST - 4TH QTR. 2010	01/20/2011	83084	600.00
CD	HOME DEPOT - GIFT CERTIFICATE	01/20/2011	83085	75 00
CD	UTAH PRIMA - KEITH JOHNSON MEMBERSHIP	01/20/2011	83086	100.00
CD	UPS STORE - SHIPPING	01/20/2011	83087	92 20
CD	DAVE MILLHEIM - REIMB T MOBILE	01/20/2011	83088	45 48
CDA	AAA FIRE & SAFETY & ALARM, INC	01/26/2011	83089	156.50
CDA	AMERICAN LINEN - STEINER	01/26/2011	83090	49.94
CDA	BATTERIES PLUS	01/26/2011	83091	129.00
CDA	BLACK & MCDONALD	01/26/2011	83092	1,730.96
CDA	MIKE BLACKHAM	01/26/2011	83093	200.00
CDA	BLAND TREE EXPERTS	01/26/2011	83094	8,000.00
CDA	BOUNDTREE MEDICAL, LLC	01/26/2011	83095	95.31
CDA	CRS CONSULTING ENGINEERS II	01/26/2011	83096	28,783.38
CDA	CANYON OFFICE PRODUCTS	01/26/2011	83097	469.80
CDA	CENTERVILLE CITY	01/26/2011	83098	85.57
CDA	CINTAS LOC #180	01/26/2011	83099	135.67
CDA	DJB GAS SERVICES INC	01/26/2011	83100	160 25
CDA	DAVIS COUNTY CORPORATION	01/26/2011	83101	3,083.22
CDA	DIAMOND RENTAL	01/26/2011	83102	55.42
CDA	FARMINGTON SERVICE	01/26/2011	83103	185.00
CDA	FIRETROL PROTECTIONS SYSTEMS	01/26/2011	83104	170 70
CDA	HOLT CLEANING SUPPLY	01/26/2011	83105	67 22
CDA	HOME DEPOT	01/26/2011	83106	606.46
CDA	HYDRO ENGINEERING	01/26/2011	83107	32 96
CDA	INDUSTRIAL SUPPLY COMPANY, INC	01/26/2011	83108	113 43
CDA	INTERFORM GRAPHICS	01/26/2011	83109	228.37
CDA	INTERWEST SUPPLY CO	01/26/2011	83110	1,259.06
CDA	IRIS MEDICAL INC	01/26/2011	83111	1,221.33
CDA	K MART CORPORATION	01/26/2011	83112	94 07
CDA	MIKE KING	01/26/2011	83113	552 50
CDA	KROGER SMITH S CUSTOMER CHGS	01/26/2011	83114	854 07

Journal	Payee or Description	Date	Check No	Amount
CDA	KURT'S SHOP	01/26/2011	83115	1,207 50
CDA	MATRIX MEDICAL	01/26/2011	83116	1,777 68
CDA	METERWORKS	01/26/2011	83117	900 00
CDA	LARRY H MILLER CHRYSLER JEEP	01/26/2011	83118	80.95
CDA	MOENCH PRINTING	01/26/2011	83119	1,655.00
CDA	MOUNT OLYMPUS WATERS, INC	01/26/2011	83120	20 92
CDA	OCE NORTH AMERICA	01/26/2011	83121	86 13
CDA	OFFICE PRODUCTS DEALER	01/26/2011	83122	51 98
CDA	OFFICE DEPOT	01/26/2011	83123	255 88
CDA	PAGE BRAKE WAREHOUSE	01/26/2011	83124	116 64
CDA	PERSONNEL SYSTEMS & SERVICES	01/26/2011	83125	835 00
CDA	PRECISION WINDSHIELD REPAIR	01/26/2011	83126	365 85
CDA	PRIME SYSTEMS	01/26/2011	83127	365.00
CDA	PURCELL TIRE & RUBBER COMPANY	01/26/2011	83128	3,985.91
CDA	QUESTAR GAS	01/26/2011	83129	9,408.51
CDA	QWEST	01/26/2011	83130	1,507.82
CDA	TOM RANDALL DISTRIBUTING	01/26/2011	83131	6,589 89
CDA	RED FLAME CATERING	01/26/2011	83132	543.12
CDA	RELIABLE BUSINESS SYSTEMS	01/26/2011	83133	2,368.20
CDA	RELIANET INTERNET SERVICES	01/26/2011	83134	149 70
CDA	ROCKY MOUNTAIN POWER	01/26/2011	83135	7,918.10
CDA	ROBINSON WASTE SERVICES	01/26/2011	83136	20.00
CDA	ROTO-ROOTER	01/26/2011	83137	852.50
CDA	SEMI SERVICE, INC	01/26/2011	83138	1,989.04
CDA	SHRED-IT	01/26/2011	83139	107.00
CDA	SINGLE SOURCE	01/26/2011	83140	162.66
CDA	SKAGGS COMPANIES, INC	01/26/2011	83141	114 94
CDA	THB,INC	01/26/2011	83142	30 18
CDA	THATCHER COMPANY	01/26/2011	83143	1,455 74
CDA	3C BUSINESS SOLUTIONS, INC	01/26/2011	83144	66.00
CDA	UNITED RENTALS/BANK OF AMERICA	01/26/2011	83145	157 75
CDA	UNITED STATES WELDING, INC	01/26/2011	83146	41 35
CDA	UTAH BARRICADE COMPANY	01/26/2011	83147	108 50
CDA	UTAH VALLEY UNIVERSITY	01/26/2011	83148	840.00
CDA	WASATCH INTEGRATED WASTE	01/26/2011	83149	1,308.26
CDA	WASATCH VALLEY PIZZA	01/26/2011	83150	112 00
CDA	WASATCH STEEL	01/26/2011	83151	441 23
CDA	WHEELER MACHINERY COMPANY	01/26/2011	83152	245 00
CDA	WILLEY FORD	01/26/2011	83153	205 04
CDA	WILSON LANE SERVICE	01/26/2011	83154	439.00
CDA	WORKERS COMPENSATION FUND	01/26/2011	83155	3,027.41
CDA	YOUNG CHEVROLET	01/26/2011	83156	11.64
CD	UTAH STATE COMMISSION - ACCT #11783753-	01/27/2011	83157	506 78
CD	US FOODSERVICE - SERVE SAFE CLASS & TEST	01/27/2011	83158	150 00
CD	THE LIGHTING EDGE - LIGHTS AND SERVICE	01/27/2011	83159	1,464 00
CD	BRENNA BARNSON - STORYTELLING	01/27/2011	83160	50.00
CD	KARL BEHLING - STORYTELLING	01/27/2011	83161	400.00
CD	GEORGE CHIPMAN - REIMB FOR COPIES	01/27/2011	83162	34 50
CD	JOSEPH FORINASH - REIMB FOR SUPPLIES	01/27/2011	83163	11 25
CD	SHERMAN HADLEY - BASKETBALL OFFICIAL	01/27/2011	83164	100 00
CD	ERIC JOHNSON - TRAINING EXPENSES	01/27/2011	83165	24 00
CD	ERIC NIELSEN D S W - PROFESSIONAL SERV	01/27/2011	83166	530 00
CD	CATHY RICE - COMM CENTER DEPOSIT REFUND	01/27/2011	83167	75 00
CD	SCOTT RICHARDSON - TRAINING EXPENSES	01/27/2011	83168	24 00
CD	RUSSELL SMITH - BASKETBALL OFFICIAL	01/27/2011	83169	100.00
CD	JULIE STEWART - PLAY REFUND	01/27/2011	83170	75.00
CD	NANNETTE WATTS - STORYTELLING	01/27/2011	83171	500.00
CD	APCO INTERNATIONAL, INC - MEMBERSHIP/SU	01/27/2011	83172	92.00
CD	BRIGHAM YOUNG UNIVERSITY - REGISTRATION/	01/27/2011	83173	30 00

Journal	Payee or Description	Date	Check No	Amount
CD	COLONIAL FLAG - SUPPLIES	01/27/2011	83174	178.00
CD	DOCK & DOOR SERVICE CO - PARTS	01/27/2011	83175	55.16
CD	IVIE CODE GROUP INC - PLAN REVIEWS	01/27/2011	83176	2,054.00
CD	PRO PIPE - SERVICE	01/27/2011	83177	400.00
CD	RURAL WATER ASSOC OF UTAH - CONFERENCE	01/27/2011	83178	195.00
CD	UT DIV OF CONSUMER PROTECT - REGISTRA	01/27/2011	83179	6.00
CD	STAKER & PARSONS CO -	01/27/2011	83180	361,941.75
CD	SHELLIE CHRISTENSEN - MONTHLY CLEANING	01/28/2011	83181	1,470.00
			Total	1,005,136.60

Report Criteria

Transaction Journal Code = cd, cda, cdpt

CITY COUNCIL AGENDA

For Council Meeting:
March 1, 2011

SUBJECT: **City Manager Report**

1. Upcoming Agenda Items
2. Report on Meeting with County Regarding Prosecution Services
3. Update on Well Status from Paul Hirst

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 15, 2011 - Staff Reports Due: March 4th

Presentation of "Award of Top Shooter" (Cory Ritz and Kari Dutson)

Action Items:

- Farmington Crossing Master Plan Amendment
- Zone Text Amendments (Front loaded garage/conservation subdivision, flood plain admin definition, other)
- Demolition Ordinance
- Approval of Minutes of Previous Meetings

Summary Action Items:

- Resolution Declaring April Emergency Awareness Month
- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Disbursement Lists

Discussion Items:

- Report Survey Results regarding Code Enforcement
- Picking up of Leaves on State & Main
- Planning Commission Report
- Mayor & City Council Reports

CITY COUNCIL AGENDA

For Council Meeting:
March 1, 2011

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

To be given at Council meeting.

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

For Council Meeting:
March 1, 2011

S U B J E C T: Upcoming Budget Schedule

GENERAL INFORMATION:

See enclosed staff report and budget schedule prepared by Keith Johnson.

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

FARMINGTON
HISTORIC BEGINNINGS · 1847

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Finance Director

Date: February 14, 2011

Subject: Budget Schedule.

RECOMMENDATION

Enclosed you will find the upcoming budget schedule.

BACKGROUND

This is for your information and calendaring only. Please mark these dates on your calendar and plan on attending the budget work sessions. These are planned for April 26, May 10, and May 24. Thank you for your support.

Respectfully Submitted,

Keith Johnson,
Finance Director

Review and Concur,

Dave Millheim,
City Manager

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
www.farmington.utah.gov

FARMINGTON CITY BUDGET FY 2011 REVIEW & FY 2012 APPROVAL PROCESS
TENTATIVE SCHEDULE

March 4th - Departments/Committees - Submit budgets.

March 7 - March 25

- Revenue Projections(Notify County if property taxes could increase in March)
- Separate department head work sessions with Dave. Keith & Mayor.
- Inputting/preparation of budget requests.

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April 26 - 5:00 p.m. Budget Work session - Governing Body - Dave & Keith

- Dept Head Presentations
- Fund Balance Analysis - Revenues and Expenditures
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- Review Personnel Issues
- Review of Draft Budget Message

May 3 - Regular Meeting, 5:00 - 6:00 p.m. - Work session (part of regular work session)

- Presentation of proposed budget and Budget Message to Governing Body with Draft for Press.
- Acceptance and adoption of tentative budget.
- Set Date (June 7. 2011) for public hearing.

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May 23, May 30 - Publish Notice of Budget Hearing

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June 21 - Regular Meeting - Amend FY 2011 and adopt FY 2012 Budget.

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For Council Meeting:
March 1, 2011

S U B J E C T: Items of General Correspondence

GENERAL INFORMATION:

See enclosed letter from Russon Brothers Mortuary.

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

Russon Brothers
FUNERAL DIRECTORS

February 10, 2011

Farmington City Cemetery
P O Box 160
Farmington, UT 84025

Dear Janine & Neil,

We at Russon Brothers Farmington Mortuary want to let you know how much we appreciate our association with you. We appreciate all your efforts from working with the families purchasing plots to having the grave ready on the burial day. These are some of the last things we do for our loved ones and having everything go smoothly is a great comfort to everyone. We are proud to be part of this great community and thank you again for all you do.

We wish you continued success in all your efforts.

Sincerely,

Matthew G. Russon, Manager
Russon Brothers Farmington/Kaysville Mortuary

SALT LAKE
255 South 200 East
Salt Lake City, Utah 84111
801 328-8846

FARMINGTON
1941 North Main St.
Farmington, Utah 84025
801 447-8247

BOUNTIFUL
295 North Main St.
Bountiful, Utah 84010
801 295-5505

www.russonmortuary.com