

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 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, April 19, 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

7:05 Approval of Minutes from March 29, 2011

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:10 Executive Summary for Planning Commission meeting held on March 24, 2011

7:15 Presentation by Paul White regarding the New Emergency Preparedness Plan

PUBLIC HEARING:

7:25 Local Consent for Harmons Special Use Permit

SUMMARY ACTION:

7:35 Minute Motion Approving Summary Action List

- Ratification of Approvals of Construction & Storm Water Bond Logs
- UTA Agreement for Lagoon Shuttle
- Second Amendment of Development Agreement with CenterCal
- Rice Farms Estates Phase 5 PUD Improvements Agreement
- Revocation and Abandonment of Easement for Jason Bruse
- Affordable Housing Plan - Contract Modification
- Youth Week Proclamation

NEW BUSINESS:

7:45 Park Lane Commons Final Plat Approval

7:55 Curb and Gutter on 900 North and 1000 North

8:05 Lease of House on North Main

8:15 Consideration of Hiring a New Auditing Firm

GOVERNING BODY REPORTS:

8:25 City Manager Report

1. Upcoming Agenda Items
2. Veterans Memorial Schedule

8:35 Mayor Harbertson & City Council Reports

ADJOURN: 8:45

CLOSED SESSION

Minute motion adjourning to closed session for potential litigation.

DATED this 14th day of April, 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:
April 19, 2011

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

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

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

CITY COUNCIL AGENDA

For Council Meeting:
April 19, 2011

SUBJECT: Approval of Minutes of Previous Meetings

ACTION TO BE CONSIDERED:

Minute motion approving the minutes of the City Council meeting held on March 29, 2011.

GENERAL INFORMATION:

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

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

FARMINGTON CITY COUNCIL MEETING

Tuesday, March 29, 2011

At 6:00 p.m. **Mayor Harbertson**, Council Members **John Bilton**, **Rick Dutson**, **Cory Ritz**, **Jim Talbot** and **Sid Young** and members of the City Staff toured the new Harmon's store in the Station Park Development.

REGULAR SESSION

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

CALL TO ORDER

Opening Comments/Invocation/Pledge of Allegiance

Mayor Harbertson opened the meeting at 7:05 pm. and welcomed those in attendance including Youth Council Members **Jarom Barnes**, **Sadie Caldwell**, **Olivia Oldroyd**, **Kauri Tye**, and **Alyssa Utley**. The invocation was offered by **Cory Ritz**, and the Pledge of Allegiance was led by local Boy Scout **Seth Hardy**.

Approval of Minutes

Motion: Sid Young made a motion to approve the minutes of the February 11-12, 2011 City Council/Executive Staff Retreat. The motion was seconded by **Rick Dutson** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**. **Jim Talbot** abstained because he did not attend.

Motion: Jim Talbot made a motion to approve the minutes of the Town Hall Meeting held on February 23, 2011. The motion was seconded by **Sid Young** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, **Talbot** and **Young**.

Motion: Cory Ritz made a motion to approve the minutes of the City Council Meeting held on March 15, 2011. **Jim Talbot** seconded the motion which was approved by Council Members **Bilton**, **Ritz**, **Talbot** and **Young**. **Rick Dutson** abstained because he did not attend.

SUMMARY ACTION

Summary Action List

- Resolution authorizing the execution of an Interlocal Agreement with Davis County and various cities for the UPDES (Storm Water) Permit Requirements
- Agreement for Medical Control Physician
- Approval of February Disbursement Lists
- Arbor Day Proclamation

Motion: Sid Young made a motion to approve the items on the Summary Action List. The motion was seconded by Cory Ritz and approved by Council Members Bilton, Dutson, Ritz, Talbot and Young.

NEW BUSINESS:

Review of spring cleanup procedures

Public Works Director **Walt Hokanson** and Street Superintendent **Ray White** expressed their appreciation to **Mayor Harbertson**, the City Council, and City Manager **Dave Millheim** for their support of the Spring Cleanup program. They reviewed the City's requirements for Spring Cleanup: (1) the limbs and branches should be stacked in neat piles, be less than 5 feet in length, and have a maximum diameter of 8 inches; (2) the pile should be no longer than 10 feet in length and 4 feet high. They expressed concern regarding residents who break the rules each year, the lack of enforcement, and possible consequences. Pictures of infractions were shown, and there was discussion regarding the future growth of the City. The Public Works Department would like to continue to offer Spring Cleanup, but they feel that it is important for all residents to follow the rules which will allow them to complete Spring Cleanup in a timely manner and within their financial limits.

Class A Alcoholic Beverage License for Harmons

Director of Store Development **Frank Lundquist** and Store Director **Reagan Puffer** said Harmons has met the requirements for a Class A liquor license, and the new store will be open seven days a week from 6:00 a.m. until 12:00 midnight.

Motion: A motion was made by **John Bilton** to approve the application for a Class A liquor license for the Harmons Grocery Store in the Station Park Development with the condition that there will be no alcoholic sales between 6:00 a.m. and 7:00 a.m. **Rick Dutson** seconded the motion which was approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

Street Light Inventory Proposal for Black & McDonald

Dave Millheim said Black & McDonald approached the City with a suggestion that the City purchase 446 street lights which are currently owned by Rocky Mountain Power—they do not want to continue providing maintenance for the lights. An inventory of the lights needs to be done to determine their worth, and Black & McDonald has agreed to inventory 373 of the poles in the City (they currently maintain 73 poles) at a cost of \$10.25 per pole. There is money in the budget for pole replacements which could be used for this purpose.

Motion: **Rick Dutson** made a motion to approve the proposal and authorize Black & McDonald to inventory the 373 street light poles which are owned by Rocky Mountain Power at a cost of \$10.25 per pole and a total of approximately \$3,824.00. The motion was seconded by **Cory Ritz** and approved by **Bilton, Dutson, Ritz, Talbot** and **Young**.

GOVERNING BODY REPORTS

City Manager Report

- He invited the Council to attend a business park stakeholders meeting on Wed., March 30th at 3:00 p.m. Property owners in the area, realtors, the Davis County Economic Development Committee, and several contractors and developers have also been invited. The purpose of the meeting will be to gather ideas and support for a business park which will be located north of Station Park. Issues such as infrastructure needs, zoning issues, design guidelines, and the size of the business park will be discussed.
- **Rich Haws** has received HUD approval for his apartment complex, but because the financing process took longer than planned, their City approvals lapsed three months ago. **Mr. Haws** was unaware of the deadlines and does not want to go through the process again, but **Mr. Millheim** pointed out that the City has a clause which states that if there is no action once an approval has been given, the approval lapses after 6 months (the City may grant extensions at its sole discretion). He also explained that staff has not done a good job of tracking these approvals, and they are in the process of developing a matrix to assist in this process. Following a brief discussion, the Council decided that **Mr. Haws** needs to go through the correct process to receive an extension of previous approvals granted by the City.
- **Mr. Millheim** explained that the Tuscany Village Subdivision (Rainey Homes) in south Farmington went bankrupt. Henry Walker Homes purchased the note from the bank (with all of the approvals in place) and has submitted plans which they believe comply with the original standards. The issue will be on the April 19th agenda, and the Council will need to decide if the new plans comply with previous standards.
- UDOT is holding their annual meeting on Thursday, April 7th from 9:00 a.m. until 11:00 a.m. in Building #1 at the Legacy Events Center, and all City and County officials are invited. They will provide an update of their current projects and their plans for the future, but it is not a discussion of the West Davis Corridor.
- He received a call from the Langdon Group—they complimented the City for the professional way the Town Hall meetings were conducted regarding the West Davis Corridor.

Mayor Harbertson

- He requested that staff include more detailed information in the recommendation portion of the staff reports which will assist the Council as they make motions.
- A Mother of the Year from Farmington needs to be chosen and submitted to the Clipper by April 5th. The luncheon will be held at the Wight House in Bountiful on April 12th. The Mayor will not be able to attend, and he asked if a Council Member could replace him. **Cory Ritz** agreed to attend the luncheon.
- He referred to an email from Attorney **Jody Burnett** regarding the dismissal of the **Ron Martinez** case and asked **Mr. Millheim** to check with on the status of the case.

- He received a reply from edcUTAH.
- He received a phone call from **Rich Haws** regarding HUD approval for his development.
- **Bryce Garbett** would like to meet with on Wednesday, March 31st at 1:00 p.m. to discuss adjustments they have made in their development and the next step in the process.

John Bilton

- He asked for an update on the Alley Rose Home, and the **Mayor** said the City is considering the possibility of hiring a consultant to assist in determining a possible use for the home.
- The Utah Preservation Conference will be held on May 12-14th, 2011.
- Davis County will conduct a wetlands study on the options for the West Davis Corridor.
- He asked for an update of the Legacy Trail maintenance, and **Dave Millheim** said he and **Neil Miller** and **Rich Taylor** from the Parks & Recreation Department and Trails Chairman **George Chipman** inspected Farmington City's section of the trail. The City has received the plans from the State, so the water lines have been located, and the pipes are being tested. Staff will also inventory all of the trees to determine which ones can be saved. He stressed that it will be a minimalistic maintenance plan and said there are several other problems to solve as well.
- He asked if there was any feedback from the meeting with residents on 900—1000 North. **Mr. Millheim** said a positive meeting was held with the residents, and agreements for each resident have been mailed. There will be a report at the next Council Meeting.
- He read an article about the "green" LDS Church building located in west Farmington which has been very successful—the building uses 50% less water and 20% less energy.

Rick Dutson

- He expressed thanks to City staff for their assistance with the town hall meeting which was conducted with professionalism.

Cory Ritz

- He expressed gratitude to the City's Police and Fire Departments for the professional and friendly manner in which they assisted his mother who had a diabetic reaction.
- He said the security lights in the back area of the City's Main Park are either burned out or do not exist. Resident **Scott Bass** said it has become a "hang out" spot for questionable activities, and he would like to have security lights repaired and/or installed.

Sid Young

- He inquired about an email from resident **Scott Bass** who does not approve of a parking lot on the new well site which would be next to his kitchen window. The **Mayor** explained that City Engineer **Paul Hirst** is designing the well house and the surrounding area, and once the design is complete, the City will encourage input from the neighbors.
- He urged City staff to continue updating the City's website and to become compliant with the Sutherland Institute guidelines.

Jim Talbot

- He and **Sid Young** serve on the Trails Committee, and they feel that the leaders of the Trail Committee need to realize the proper procedure for addressing issues related to the City's trails.

CLOSED SESSION

Motion: At 8:30 p.m. **John Bilton** made a motion to adjourn to a closed session for the purpose of discussing the character and competence of an individual. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

Sworn Statement

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

Scott C. Harbertson, Mayor

At 9:00 p.m. **Sid Young** made a motion to reconvene into an open meeting. The motion was seconded by **John Bilton** and passed with Council Members **Bilton, Dutson, Ritz, Talbot** and **Young** all voting in favor.

ADJOURNMENT

Motion: **Rick Dutson** made a motion to adjourn the meeting. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**. The meeting was adjourned at 9:00 p.m.

Holly Gadd, City Recorder
 Farmington City Corporation

CITY COUNCIL AGENDA

For Council Meeting:
April 19, 2011

**S U B J E C T: Executive Summary for Planning Commission meeting held
March 24, 2011**

ACTION TO BE CONSIDERED:

No action required.

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

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

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council
From: Christy Alexander, Associate City Planner
Date: April 8, 2011
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON MARCH
24, 2011

RECOMMENDATION

No action required.

BACKGROUND

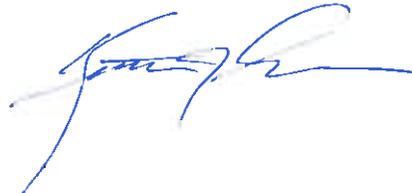
The Farmington City Planning Commission voted on March 24, 2011 to approve a conditional use permit for Lodder Homes for the operation of a sales office in a model home on property located at 553 North Spring Creek Drive.

Respectfully Submitted

Review & Concur


Christy J. Alexander
Associate City Planner

Dave Millheim
City Manager



CITY COUNCIL AGENDA

For Council Meeting:
April 19, 2011

S U B J E C T: Presentation by Paul White regarding the New Emergency Preparedness Plan

GENERAL INFORMATION:

Paul White will be presenting the New Emergency Preparedness Plan.

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:
April 19, 2011

S U B J E C T: Local Consent for Harmons Special Use Permit

ACTION TO BE CONSIDERED:

Approval of the Special Use Permit for Harmons

GENERAL INFORMATION:

See enclosed staff report and backup documentation prepared by Ken Klinker.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: March 25, 2011

SUBJECT: **LOCAL CONSENT FOR HARMONS SPECIAL USE PERMIT**

RECOMMENDATION

1. Hold a Public Hearing as Required by City Code.
2. Approve the Special Use Permit form for the Harmons Special Use Permit.

BACKGROUND

Harmons is applying to the Utah Department of Alcohol Beverage Control Licensing and Compliance Section for a Scientific and Educational Special Use Permit to allow them to serve beer and wine in the classes, such as wine and cheese tasting, they will be holding in the culinary education center of their new store.

In order for them to apply, they are required to get a Local Consent form signed by the City. Farmington Ordinance 6-5-160 (see attachment) allows the City to provide local consent for such applications, but public comment must be taken before the application is considered.

The site plan for the store has been approved, and the store is the legal distance away from schools, churches, public libraries, playgrounds, and parks. The attached application shows the floor plan for this proposed use.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Millheim
City Manager

Attachment-

Section 6-5-160 Processing of Applications; Local Consent.

(a) Any request for local consent from the City for the issuance of a liquor license or permit by the Commission in accordance with Title 32A, Utah Code Annotated, shall be in writing and shall be directed to the Business License Official and the City Community Development Director. The written request for local consent shall be accompanied by:

(1) An approved site plan or conditional use permit or copy of the requesting party's business license, one of which shall be a prerequisite to obtaining local consent;

(2) Evidence of proximity to any school, church, public library, playground or park; and

(3) A floor plan of the business, including areas where the requesting party proposes to keep, store and sell liquor; and

(4) Any other information the City may require to accurately evaluate the merits of the request.

(b) Upon receiving the request and the accompanying information, the Business License Official shall submit the request to appropriate City departments for their review and comment. The request shall be reviewed by the City Council at a regularly scheduled meeting not more than 45 days after a complete application is received. The Council shall take public comment on the request. After review of the request and accompanying information, the Council shall vote on whether or not to grant its consent for the issuance of a liquor license.

(c) Operational Restrictions. Each person granted a liquor license and the employees, management and personnel of the licensee or permittee shall abide by the conditions and requirements provided in the Alcoholic Beverage Control Act.

(d) Restrictions on Local Consent. There shall be no limitation on the number of Local Consents granted by Farmington City.



March 24, 2011

Mr. Dave Peterson
City Community Development Director
Farmington City
160 South Main
Farmington, Utah 84025

Re: DABC Scientific and Educational Special Use Permit

Dear Mr. Peterson:

Our new Harmons Station Park location in Farmington includes a culinary education center where we will offer cooking classes. Our instructional chefs will teach both hands on and also demonstration classes, some of which include Sushi 101, Fresh Pasta, Gourmet Pizza, Desserts, and Wine and Cheese pairings.

Our objective is to have our facility and chefs certified so that we would not require the services of a third party wine educator for those classes that include the serving of alcohol. In order to do this, we must be licensed through the State of Utah Department of Alcoholic Beverage Control. Prior to submitting our application to the DABC, we are required to obtain approval from the City (Local Consent Special Use Permit). Please refer to page 5 of the DABC application, which I have enclosed.

You will also find enclosed with the DABC application, a drawing of the cabinet where the alcohol will be stored and also a plan of the culinary education center (kitchen). The cabinet has a solid front and back and will require two keys for opening.

I would like to also mention that Harmons does not take this lightly. We know that serving alcohol responsibly is of the utmost importance. Some of our associates have already taken and passed the eTIPS On Premise 2.0 course, which is an online training program designed for servers where alcohol is consumed on the premises.

We appreciate your support and consideration in this matter. If you have any questions or require additional information for the approval process, please contact my assistant Debbie Barker at 801-957-8423.

Sincerely,

Dean A. Peterson
President/CEO

UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
APPLICATION FOR SPECIAL USE PERMIT

(Scientific & Educational)

1. Applicant/Organization: Dean Peterson / Harmons
2. Business Name: Harmons Farmington Station Park
3. Address: 200 North Station Parkway, Farmington, Utah 84025
Street PO Box City State Zip
4. Phone: 801-957-8423 Person to Contact: Debbie Barker

5. Ownership: Check appropriate box and provide the requested information in the space below.
(add additional sheets if necessary)

Applicant is an **individual**: List below information for: (a) Individual

Applicant is a **partnership**: List below information for: (a) All Partners

Applicant is a **corporation**: List below information for: (a) Any Stockholder owning at least 20% of the corporation
(b) All Corporate officers and Directors

Applicant is a **limited liability company (LLC)**:
List below information for: (a) Any members owning at least 20% of the company

Please see attached

TITLE _____ NAME _____ HOME ADDRESS _____

HOME PHONE# _____ DR LIC# _____ SS# _____ DOB _____ %OWNED _____

Are you a United States Citizen? _____ If no, must attach a copy of residency status.

TITLE _____ NAME _____ HOME ADDRESS _____

HOME PHONE# _____ DR LIC# _____ SS# _____ DOB _____ %OWNED _____

Are you a United States Citizen? _____ If no, must attach a copy of residency status.

TITLE _____ NAME _____ HOME ADDRESS _____

HOME PHONE# _____ DR LIC# _____ SS# _____ DOB _____ %OWNED _____

Are you a United States Citizen? _____ If no, must attach a copy of residency status.

TITLE _____ NAME _____ HOME ADDRESS _____

HOME PHONE# _____ DR LIC# _____ SS# _____ DOB _____ %OWNED _____

Are you a United States Citizen? _____ If no, must attach a copy of residency status.

Stockholders Owning at Least 20% / Corporate Officers / Directors

***Please note: Harmon City Inc. (Harmons) is owned 100% by: Harmon City Associates, L.C. (HCA)
Ownership percentages below reflect ownership in Harmon City Associates (HCA)**

#1	Title	Chairman of the Board	Legal Name	Barbara Doreen Harmon	Home Address	4301 West 4570 South West Valley City, Utah 84120		
	Home Phone #	801-988-0642	Drivers License #	4670409	DOB	11/3/1938	% of business owned	40%
	Please list <u>all</u> criminal offenses (other than minor traffic offenses) of which you have every been convicted. If there are none, please put N/A on the first line.							
N/A								
#2	Title	President / CEO	Legal Name	Dean Allen Peterson	Home Address	1126 2nd Avenue, Salt Lake City, Utah 84103		
	Home Phone #	801-799-0710	Drivers License #	008764763	DOB	9/19/1954	% of business owned	0%
	Please list <u>all</u> criminal offenses (other than minor traffic offenses) of which you have every been convicted. If there are none, please put N/A on the first line.							
N/A								
#3	Title	Executive VP / COO	Legal Name	Mark Stephen Jensen	Home Address	94 West 1900 South, Bountiful, Utah 84010		
	Home Phone #	801-296-2753	Drivers License #	6663224	DOB	10/12/1958	% of business owned	0%
	Please list <u>all</u> criminal offenses (other than minor traffic offenses) of which you have every been convicted. If there are none, please put N/A on the first line.							
N/A								
#4	Title	Chief Financial Officer	Legal Name	John W. Ward	Home Address	2331 E. Country Club Dr., SLC, UT 84109		
	Home Phone #	801 483 2783	Drivers License #	11880881	DOB	6/19/1960	% of business owned	0%
	Please list <u>all</u> criminal offenses (other than minor traffic offenses) of which you have every been convicted. If there are none, please put N/A on the first line.							
N/A								
#5	Title	V.P. For The Customer	Legal Name	Robert A Harmon	Home Address	1284 N 3050 E, Layton, Utah 84040		
	Home Phone #	801-548-3408	Drivers License #	4874110	DOB	12/28/1960	% of business owned	0%
	Please list <u>all</u> criminal offenses (other than minor traffic offenses) of which you have every been convicted. If there are none, please put N/A on the first line.							
N/A								
#6	Title	V.P. Consumer Affairs	Legal Name	Randy Reese Harmon	Home Address	7250 South 5490 West, West Jordan, Utah 84081		
	Home Phone #	801-561-7053	Drivers License #	004674372	DOB	7/18/1957	% of business owned	0%
	Please list <u>all</u> criminal offenses (other than minor traffic offenses) of which you have every been convicted. If there are none, please put N/A on the first line.							
N/A								
#7	Title	V.P. for the People	Legal Name	Laurie Madill Harmon	Home Address	7250 South 5490 West, West Jordan, Utah 84081		
	Home Phone #	801-561-7053	Drivers License #	004673164	DOB	3/13/1957	% of business owned	0%
	Please list <u>all</u> criminal offenses (other than minor traffic offenses) of which you have every been convicted. If there are none, please put N/A on the first line.							
N/A								

6. Criminal History. The law prohibits persons who have been convicted of certain crimes from being in the alcoholic beverage business. This applies to any applicant, proprietor, partner, managing agent, director, or officer of the business. This also applies to any stockholder owning at least 20% of the corporation stock, or if a limited liability company, any member owning at least 20% of the company. Please list all criminal offenses other than minor traffic offenses of which you or any of these persons (including persons listed in subparagraph 5) have ever been convicted.

<u>NAME</u>	<u>CRIMINAL OFFENSE</u>	<u>DATE OF CONVICTION</u>
<u>None - see attached</u>		

In addition, a criminal history **background check** must be furnished on each person listed above and in subparagraph 5. This may be done as follows:

a. Utah residents: If any person listed has been a **resident of Utah for at least two years**, he/she shall submit a fingerprint card to the DABC and consent to a fingerprint criminal background check by the Utah Bureau of Criminal Identification.

b. Non Residents: Out of state residents or persons who have resided in Utah for less than two years shall submit a fingerprint card to the DABC and consent to a fingerprint criminal background check by the **Federal Bureau of Investigation (F.B.I)**.

An informed consent and release of liability form is included with this application.

Fingerprint cards are available at law enforcement agencies. You may download the fingerprint card at this web address: <http://www.fbi.gov/hq/cjisd/pdf/fpcardb.pdf>

Submit the form(s) to the DABC with a processing fee of:

- \$20.00 per card for BCI background checks, or
- \$39.25 per card for FBI background checks.

In the case of an undue delay in the processing of an F.B.I. or B.C.I. criminal background check, here are the rules and procedures for obtaining a third-party national background check: An application that requires a criminal history background report(s) may be included on a commission meeting agenda, and may be considered by the commission for issuance of a license, permit, or package agency if:

- 1). the applicant has completed all requirements to apply for the license, permit, or package agency other than the department receiving the criminal history background report(s);
- 2). the applicant attests in writing that he or she is not aware of any criminal conviction of any person identified in the application that would disqualify the applicant from applying for and holding the license, permit, or package agency;
- 3). the applicant has submitted to the DABC the necessary fingerprint card(s) required for the application and consented to the fingerprint criminal background check(s).
- 4). the applicant at the time of application supplies the department with a current criminal history background report conducted by a third-party background check reporting service on any person for which a background check is required; and
- 5). the applicant stipulates in writing that if a B.C.I. or F.B.I. report shows a criminal conviction that would disqualify the applicant from holding the license, permit, or package agency, the applicant shall immediately surrender the license, permit, or package agency to the department.

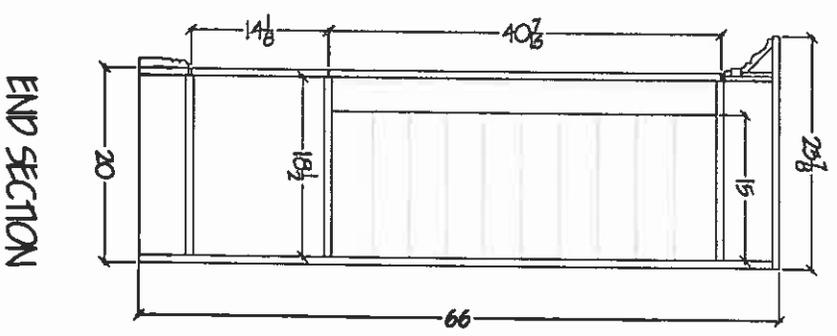
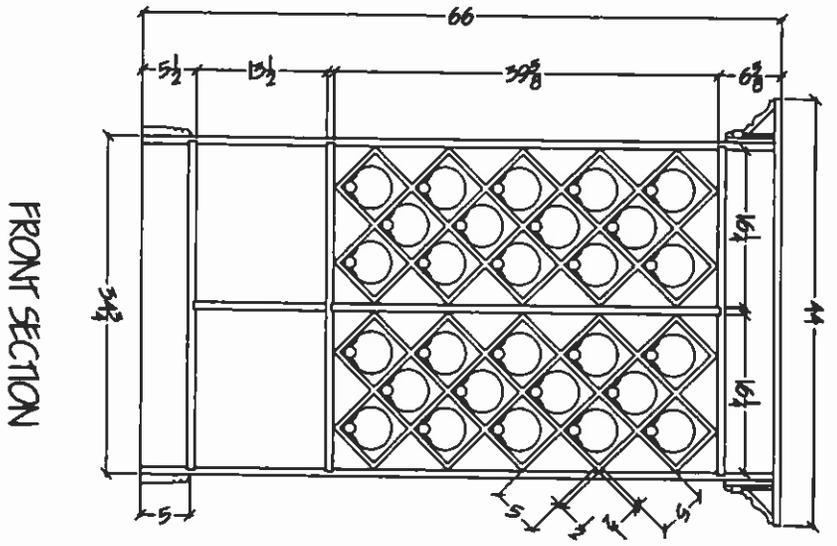
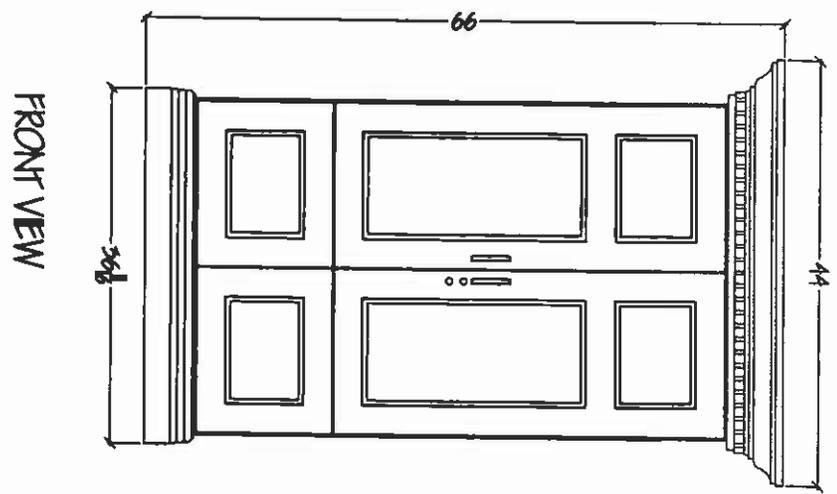
A suggested attestation/stipulation letter that satisfies the above requirements is enclosed.

A third-party national criminal background check can be obtained by;

- searching the yellow pages under Background Screening
- searching the internet under Background Screening or Background Checks

Because the DABC is State Agency, we cannot recommend any one background screening service over another. It is your responsibility however, to obtain the most complete, nationwide, criminal history available for the application process.

CABINET HAS A SOLID BACK AND SOLID DOORS WITH 2 LOCKS KEYED DIFFERENTLY

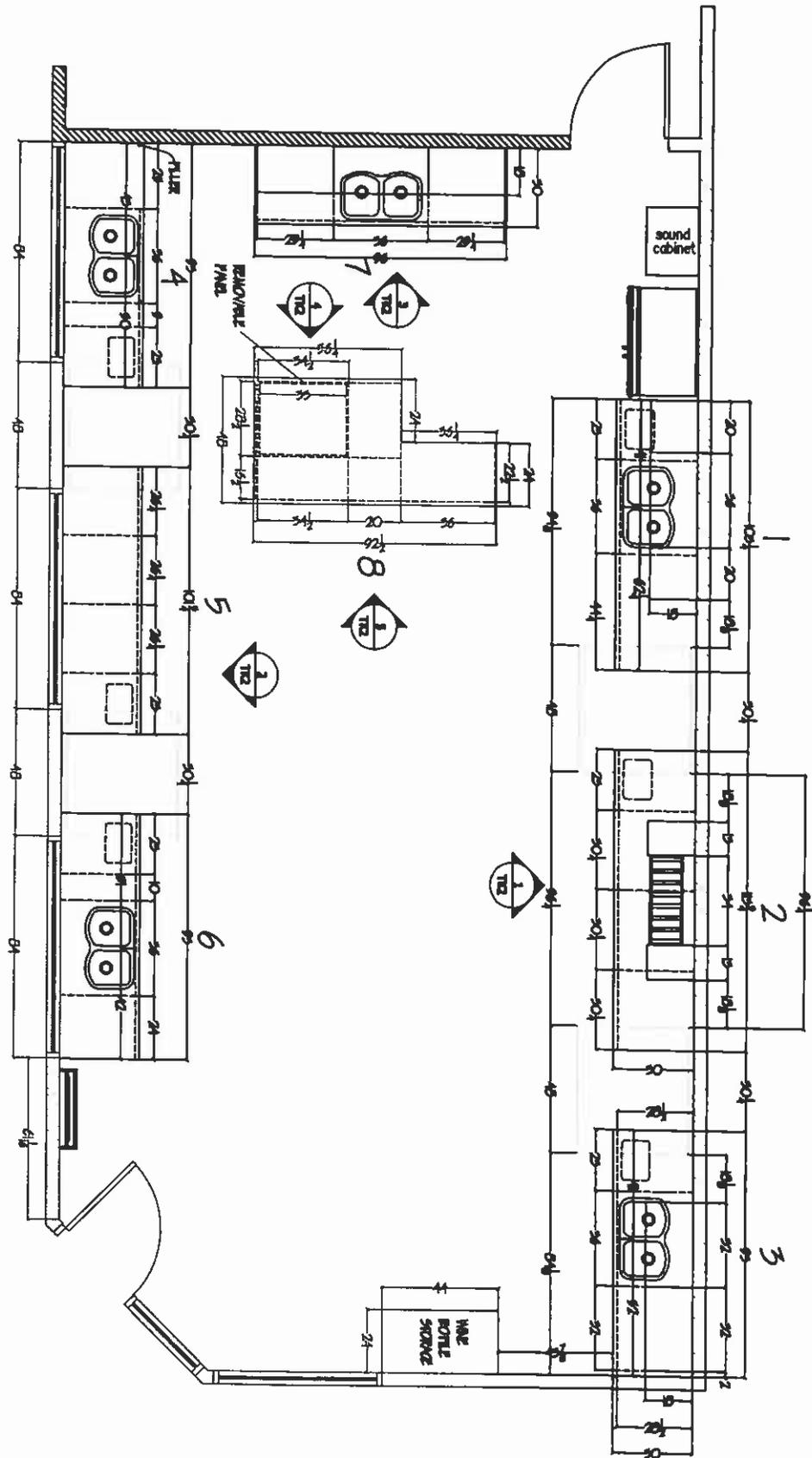


TK

HARMONS GROCERY
WINE BOTTLE STORAGE
HG-TK-WBS
44" x 23 7/8" x 66" HIGH



DESIGNED BY	JPM
DATE	03-03-2011
SCALE	-
REVISED	-
FILE	WBS



7. List the types of alcoholic products to be utilized and the purpose:

Wine and heavy beer used for educational purposes in conjunction with our cooking classes.

8. List the location for storage of alcoholic products: Alcoholic products will be stored in

a locked cabinet that has a solid door on the front and a solid back. The cabinet will be in the culinary education center. (Please see attached draw. 155).

Two keys will be required to open the cabinet. The chef will have one key & the

9. By signing below, the applicant attests that: person in charge of the store will have the 2nd key (Store Director, Grocery Manager, Home/GM Manager, etc)

a) the applicant is at least 21 years of age.

b) consent is granted to representatives of the Alcoholic Beverage Control Department, Commission, State Bureau of Investigation (Bureau of Alcoholic Beverage Law Enforcement), and other law enforcement agencies to be admitted immediately and permitted without hindrance or delay to inspect the entire premises and all records of the permit holder.

c) he/she has read and will abide by the provisions of Section 32A-6, Utah Code and all rules and directives of the Utah Department of Alcoholic Beverage Control; and understands that failure to adhere thereto shall constitute grounds for removal of said permit.

d) the applicant does not and will not discriminate against persons on the basis of race, color, sex, religion, ancestry, or national origin.

e) he/she has read and understands the statements made herein; that execution thereof is done voluntarily and by authorization of said organization, and that any false statement made on this application or any related document is a second degree felony.

10. The undersigned hereby makes application to the Utah Alcoholic Beverage Control Commission for a Special Use (Scientific & Educational) permit and certifies that the information contained herein to be true and correct.

Date: 3-24-2011

Dean A. Peterson
Applicant/owner of business

[Signature]
Authorized signature

DEAN A. PETERSON, PRESIDENT CEO
Name/title

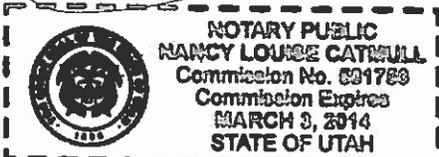
STATE OF Utah

COUNTY OF Salt Lake

Subscribed & sworn to before me this 24th day of March, 2011.

[Signature]
Notary Public

SEAL:



**LOCAL CONSENT
SPECIAL USE PERMIT**

(Scientific & Educational)

Date: _____

Utah Department of Alcoholic Beverage Control
Licensing and Compliance Section
1625 South 900 West
PO Box 30408
Salt Lake City, Utah 84130

Gentlemen:

_____ (City)(Town)(County)

hereby grants its consent to the issuance of a Special Use permit to

HARMONS, STATION PARK, Special Use permittee, located

at _____, pursuant to the provisions

of Section 32A-6, Utah Code for the purpose of purchase, storage and/or other

lawful use of alcoholic products as authorized by the Utah Department of Alcoholic

Beverage Control.

Sincerely,

Authorized Signature

Name/Title

INFORMED CONSENT AND RELEASE OF LIABILITY

PURPOSE: To determine, in accordance with Utah Code 32A-1-702 and 32A-1-703, if an applicant with the Department of Alcoholic Beverage Control has been:

- convicted of a felony under federal or state law;
- convicted of a violation of a federal law, state law, or local ordinance concerning the sale, manufacture, distribution, warehousing, or transportation of an alcoholic beverage;
- convicted of a crime involving moral turpitude;
- convicted on two or more occasions within the previous five years, driving under the influence of alcohol, a drug, or the combined influence of alcohol and a drug.

RELEASE

I hereby authorize the Department of Alcoholic Beverage Control (DABC) to investigate my criminal history records to ascertain any and all information which may be pertinent to my qualifications as an applicant with the DABC. The release of any and all information is authorized whether it is of record or not, and I do hereby release all persons, firms, agencies, companies, groups or installations, whomsoever, from any damages of or resulting from, furnishing such information to the DABC. I further agree that a copy of this release will remain in my application file.

Name (please print; last, first, middle initial)

Formerly used last names (please print)

Applicant/ doing business as

Signature

Date

(suggested attestation/stipulation letter to the DABC for a third-party national criminal background check)

Date: _____

To whom it may concern:

I, _____, attest:

- 1. That I have submitted to the DABC the necessary fingerprint card(s) required for the application and consented to the fingerprint criminal background check(s).**
- 2. That I am not aware of any criminal conviction that would disqualify me from applying for and holding a Utah Department of Alcoholic Beverage Control license or permit.**

I stipulate that if a criminal history report shows a criminal conviction that would disqualify me from holding the license, permit, or package agency, I shall immediately surrender the license, permit, or package agency to the department.

I am enclosing a national criminal history background report from a third party background check reporting service.

Signature

Name/Title

Sales Tax Information for Liquor License Holders

The prices of liquor, wine, and heavy beer at the liquor stores and package agencies do not include sales tax. The sales tax is added at the cash register when members of the general public shop in a liquor store or package agency and bring their purchases to the cash register. License holders (licensees) that make purchases at the cash register will be charged sales tax just like the general public.

Licensees may purchase liquor from the department without paying the sales tax under these two conditions:

1. The licensee must file tax commission form TC-721 with the DABC. A copy of this form is included in this application packet. Once filed, the licensee can buy liquor, wine, and heavy beer exempt from sales tax at any DABC owned and operated state liquor store. If the licensee buys from a local package agency that is a "contracted store" (not owned or operated by the DABC), the licensee has to file form TC-721 with the package agency in order to be able to purchase "sales tax exempt"; *and*
2. The licensee must adhere to the liquor order procedures established by the DABC commission as follows:
 - (a) Commission rule requires that orders must be placed in advance to allow department personnel sufficient time to assemble the order. The order shall include the business name of the licensee, department permit number, and list the products ordered specifying each product by code number and quantity. The order may be telephoned or faxed to the store or agency.
 - (b) The licensee shall allow at least four hours for department personnel to assemble the order for pick-up. When the order is complete, the licensee will be notified by phone and given the total cost of the order. The licensee may pay for the product in cash, company check, cashier's check, or debit card with a PIN.
 - (c) The licensee or the licensee's designee shall examine and sign for the order before it leaves the store, agency or satellite warehouse to verify that the product has been received.
 - (d) Merchandise shall be supplied to the licensee on request when it is available on a first come first serve basis. Discounted items and limited items may, at the discretion of the department, be provided to a licensee on an allocated basis.

The following licensees and permittees qualify to buy tax exempt:

- full-service restaurants
- limited restaurants
- private clubs
- airport lounges
- on-premise banquet licensees
- holders of single event permit, public service permits and educational special use permits that buy for resale
- holders of religious wine permits

Each licensee or permittee will be responsible for collecting the sales tax on the liquor, wine and heavy beer they resell and remitting the tax directly to the State Tax Commission.



Utah State Tax Commission
Exemption Certificate
 (Sales, Use, Tourism and Motor Vehicle Rental Tax)

TC-721
Rev. 5/06

Name of business or institution claiming exemption (purchaser) <i>N/A</i>		Telephone Number	
Street Address	City	State	ZIP Code
Authorized Signature	Name (please print)		Title
Name of Seller or Supplier: Department of Alcoholic Beverage Control			Date

The person signing this certificate **MUST** check the applicable box showing the basis for which the exemption is being claimed. Questions should be directed (preferably in writing) to Taxpayer Services, Utah State Tax Commission, 210 N 1950 W, Salt Lake City, UT 84134. Telephone (801) 297-2200, or toll free 1-800-662-4335.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
 Keep it with your records in case of an audit.

Sales tax account numbers with an "H" prefix are not to be used for tax-free purchases for resale or re-lease.

RESALE OR RE-LEASE
 Sales Tax License No. _____

I certify I am a dealer in tangible personal property or services that is for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax on the proper cost thereof directly to the Tax Commission on my next regular sales and use tax return.

COMMERCIAL AIRLINES
 I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.

RELIGIOUS OR CHARITABLE INSTITUTION
 Sales Tax Exemption No. N _____

I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. This exemption can only be used on purchases totaling \$1,000 or more, unless the sale is pursuant to a contract between the seller and purchaser.

To be valid this certificate must be filled in completely, including a check mark in the proper box.

A sales tax license number is required only where specifically indicated.

Please sign, date and, if applicable, include your license or exemption number.

NOTE TO SELLER: Keep this certificate on file since it must be available for audit review.

NOTE TO PURCHASER: Keep a copy of this certificate for your records. You are responsible to notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION

TITLE 32A - ALCOHOLIC BEVERAGE CONTROL ACT

(Updated through May 2008)

Chapter 6 - Special Use Permits

PART 1

GENERAL PROVISIONS

32A-6-101. COMMISSION'S POWER TO ISSUE PERMITS -- LIMITATIONS.

(1) The commission may issue a special use permit for the purchase, storage, sale, use, consumption, or manufacture of alcoholic products for limited purposes specified by this chapter and the rules of the commission. The permit entitles the permittee to purchase, store, sell, use, consume, or manufacture alcoholic products only in quantities and types and for purposes as stated in the permit.

(2) The commission may prescribe by policy, directive, or rule consistent with this title, the general operational requirements of permittees relating to:

- (a) physical facilities;
- (b) conditions of purchase, sale, storage, use, consumption, or manufacture of alcoholic beverages;
- (c) purchase, storage, and sales quantity limitations; and
- (d) other matters considered appropriate by the commission.

32A-6-102. APPLICATION AND RENEWAL REQUIREMENTS.

(1) A person seeking a special use permit of any kind under this chapter shall file a written application with the department in a form prescribed by the department. The application shall be accompanied by:

- (a) a nonrefundable application fee if required by any section of this chapter;
- (b) an initial permit fee if required by any section of this chapter, which is refundable if a permit is not granted;
- (c) a one-time special use permit fee if required by any section of this chapter, which is refundable if a permit is not granted;
- (d) a statement of the purpose for which the applicant has applied for the special permit;
- (e) written consent of the local authority;
- (f) a bond, where required by any section of this chapter;
- (g) where required by any section of this chapter, a floor plan of the immediate area within the premises in which the applicant proposes that alcoholic products are stored, used, mixed, sold, or consumed;
- (h) a signed consent form stating that the permittee will permit any authorized representative of the commission, department, or any other law enforcement officer unrestricted right to enter the permittee's premises;
- (i) in the case of an applicant that is a partnership, corporation, or limited liability company, proper verification evidencing that the person or persons signing the special use permit application are authorized to so act on the behalf of the partnership, corporation, or limited liability company;
- (j) a description of the types of alcoholic product the applicant intends to use under authority of the special use permit; and
- (k) any other information the commission or department may require by rule or policy to allow complete evaluation of the application.

(2)(a) All special use permits expire on December 31 of each year unless otherwise provided on the permit.

(b) Persons desiring to renew a renewable special use permit shall submit a completed renewal application to the department no later than November 30.

(c) Failure to meet the renewal requirements shall result in an automatic forfeiture of the license, effective on the date the existing permit expires.

(d) Renewal applications shall be in a form prescribed by the department.

(3) To ensure compliance with Subsection 32A-6-105(8), the commission may suspend or revoke a special use permit if any special use permittee does not immediately notify the department of any change in:

- (a) ownership of the permittee's business;
- (b) for a corporate owner, the:
 - (i) corporate officers or directors; or

- (ii) shareholders holding at least 20% of the total issued and outstanding stock of the corporation; or
- (c) for a limited liability company:
 - (i) managers; or
 - (ii) members owning at least 20% of the limited liability company.

32A-6-103. Qualifications.

- (1) Special use permits may be granted only to the following persons or organizations:
 - (a) a religious wine use permit may be granted to a church or religious organization;
 - (b) an industrial or manufacturing use permit may be granted to a person or organization engaged in an industrial or manufacturing pursuit;
 - (c) a scientific or educational use permit may be granted to a person or organization engaged in a scientific or educational pursuit;
 - (d) a health care facility use permit may be granted to a hospital or health care facility; and
 - (e) a public service permit may be granted to an operator of an airline, railroad, or other public conveyance.
- (2) (a) The commission may not issue a special use permit to any person who has been convicted of:
 - (i) a felony under any federal or state law;
 - (ii) any violation of any federal or state law or local ordinance concerning the sale, manufacture, distribution, warehousing, adulteration, or transportation of alcoholic products;
 - (iii) any crime involving moral turpitude; or
 - (iv) on two or more occasions within the five years before the day on which the special use permit is granted, driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug.
 (b) In the case of a partnership, corporation, or limited liability company the proscription under Subsection (2)(a) applies if any of the following has been convicted of any offense described in Subsection (2)(a):
 - (i) a partner;
 - (ii) a managing agent;
 - (iii) a manager;
 - (iv) an officer;
 - (v) a director;
 - (vi) a stockholder who holds at least 20% of the total issued and outstanding stock of an applicant corporation; or
 - (vii) a member who owns at least 20% of an applicant limited liability company.
- (c) The proscription under Subsection (2)(a) applies if any person employed to act in a supervisory or managerial capacity for a special use permittee has been convicted of any offense described in Subsection (2)(a).
- (3) The commission may immediately suspend or revoke a special use permit if after the day on which the special use permit is granted, a person described in Subsection (2)(a), (b), or (c):
 - (a) is found to have been convicted of any offense described in Subsection (2)(a) prior to the permit being granted; or
 - (b) on or after the day on which the permit is granted:
 - (i) is convicted of an offense described in Subsection (2)(a)(i), (ii), or (iii); or
 - (ii) (A) is convicted of driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug; and
 - (B) was convicted of driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug within five years before the day on which the person is convicted of the offense described in Subsection (3)(b)(ii)(A).
- (4) The director may take emergency action by immediately suspending the operation of a special use permit according to the procedures and requirements of Title 63G, Chapter 4, Administrative Procedures Act, for the period during which the criminal matter is being adjudicated if a person described in Subsection (2)(a), (b), or (c):
 - (a) is arrested on a charge described in Subsection (2)(a)(i), (ii), or (iii); or
 - (b) (i) is arrested on a charge for the offense of driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug; and
 - (ii) was convicted of driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug within five years before the day on which the person is arrested on a charge described in Subsection (4)(b)(i).
- (5) (a) (i) The commission may not grant a special use permit to any person who has had any type of

license, agency, or permit issued under this title revoked within the last three years.

(ii) The commission may not grant a special use permit to any applicant that is a partnership, corporation, or limited liability company if any partner, managing agent, manager, officer, director, stockholder who holds at least 20% of the total issued and outstanding stock of the applicant corporation, or member who owns at least 20% of the applicant limited liability company is or was:

(A) a partner or managing agent of any partnership that had any type of license, agency, or permit issued under this title revoked within the last three years;

(B) a managing agent, officer, director, or stockholder who holds or held at least 20% of the total issued and outstanding stock of any corporation that had any type of license, agency, or permit issued under this title revoked within the last three years; or

(C) a manager or member who owns or owned at least 20% of any limited liability company that had any type of license, agency, or permit issued under this title revoked within the last three years.

(b) An applicant that is a partnership, corporation, or limited liability company may not be granted a special use permit if any of the following had any type of license, agency, or permit issued under this title revoked while acting in that person's individual capacity within the last three years:

(i) any partner or managing agent of the applicant partnership;

(ii) any managing agent, officer, director, or stockholder who holds at least 20% of the total issued and outstanding stock of the applicant corporation; or

(iii) any manager or member who owns at least 20% of the applicant limited liability company.

(c) A person acting in an individual capacity may not be granted a special use permit if that person was:

(i) a partner or managing agent of a partnership that had any type of license, agency, or permit issued under this title revoked within the last three years;

(ii) a managing agent, officer, director, or stockholder who held at least 20% of the total issued and outstanding stock of a corporation that had any type of license, agency, or permit issued under this title revoked within the last three years; or

(iii) a manager or member who owned at least 20% of a limited liability company that had any type of license, agency, or permit revoked within the last three years.

(6) (a) A minor may not be:

(i) granted a special use permit; or

(ii) employed by a permittee to handle alcoholic beverages.

(b) The commission may not grant a special use permit to an applicant that is a partnership, corporation, or limited liability company if any of the following is a minor:

(i) a partner or managing agent of the applicant partnership;

(ii) a managing agent, officer, director, or stockholder who holds at least 20% of the total issued and outstanding stock of the applicant corporation; or

(iii) a manager or member who owns at least 20% of the applicant limited liability company.

(7) If any person to whom a permit has been issued under this chapter no longer possesses the qualifications required by this title for obtaining that permit, the commission may suspend or revoke that permit.

32A-6-104. DUTIES OF COMMISSION AND DEPARTMENT BEFORE ISSUING PERMITS.

(1) Before any special use permit is issued by the commission, the department shall conduct an investigation for the purpose of gathering information and making recommendations to the commission as to the issuance of the permit. The information shall be forwarded to the commission to aid in its determination.

(2) Before issuing any special use permit, the commission shall:

(a) determine that the applicant has complied with all basic qualifications and requirements for making application for a permit, as provided by Sections 32A-6-102 and 32A-6-103, and that the application is complete;

(b) consider the applicant's ability to properly utilize the special use permit within the restrictions of this title and the commission rules including, but not limited to, the proposed use of the permit, and the nature and type of organization making use of the permit;

(c) consider the physical characteristics of the premises where alcoholic products are proposed to be stored, used, mixed, or sold, such as the condition of the premises, public visibility, and safety considerations;

(d) consider specific factors or circumstances regarding the specific type of permit sought by the applicant;

(e) approve of the location and equipment utilized by the applicant to distill alcohol for experimental testing purposes or use as a fuel; and

(f) consider any other factors or circumstances it considers necessary.

32A-6-105. OPERATIONAL RESTRICTIONS.

Each person granted a special use permit and the employees and management personnel of the permittee shall abide by the following conditions and requirements. Failure to comply may result in a revocation of the permit, or other disciplinary action taken against individual employees or management personnel. Suspension or revocation of a permit may be done by the commission with or without cause.

(1) Where authorized by the permit, a permittee may purchase and receive non-consumable alcoholic products directly from a manufacturer for industrial, educational, scientific, manufacturing, or health care facility use purposes.

(2) Except as otherwise provided, liquor may not be purchased by any permittee except from state stores or package agencies. Liquor so purchased may be transported by the permittee from the place of purchase to the permittee's premises. All liquor shall be purchased at prices set by the commission.

(3) Alcoholic products may not be stored, used, manufactured, blended, sold, or consumed in any place other than as designated in the permittee's application.

(4) A permittee may not purchase, store, sell, use, consume, or manufacture any alcoholic products for any purpose other than that authorized by the special use permit.

(5) Except as otherwise provided, alcoholic products may not be sold, served, or otherwise furnished to any:

- (a) minor;
- (b) person actually, apparently, or obviously intoxicated;
- (c) known habitual drunkard; or
- (d) known interdicted person.

(6) Each permittee shall keep records and accounts, as required by commission rule, of all alcoholic products purchased, manufactured, used, and sold.

(7) A special use permit may not be transferred from one location to another, without prior written approval of the commission.

(8) A special use permittee may not sell, transfer, assign, exchange, barter, give, or attempt in any way to dispose of the permit to any other person whether for monetary gain or not.

PART 4

SCIENTIFIC OR EDUCATIONAL USE PERMITS

32A-6-401. APPLICATION REQUIREMENTS.

Each application for a scientific or educational use permit shall, in addition to the requirements of Section 32A-6-102, include a \$100 one-time special use permit fee.

R81. Alcoholic Beverage Control, Administration.

R81-6. Special Use Permits.

R81-6-1. Application.

An application for a special use permit shall be included in the agenda of the monthly commission meeting for consideration for issuance of a special use permit when the requirements of Sections 32A-6-102 and -103 have been met, and a completed application has been received by the department.

R81-6-2. Warning Sign.

All public service permittees which utilize a hospitality room shall display in a prominent place therein a "warning sign" as defined in R81-1-2.

R81-6-3. Direct Delivery.

Industrial, manufacturing, scientific, educational, and health care special use permittees may purchase alcohol directly from the manufacturer and have it shipped directly to the permittee's address, provided the alcohol is used for industrial, manufacturing, scientific, educational, or health care purposes.

R81-6-4. Public Service Permittee Operating Guidelines.

(1) A public service permittee that operates on an interstate basis may purchase liquor outside of the state and bring it into the state and/or purchase liquor within the state and sell, store and serve it to passengers traveling on the permittee's public conveyance for consumption while en route on the conveyance. However, all liquor utilized within a public service permittee's hospitality room must be purchased from a state liquor store or package agency within this state.

(2) All liquor transported from outside the state to the permittee's storage facility shall be carried in sealed conveyances which may be inspected at any time by the department.

(3) A public service permittee shall keep available and open for audit during regular business hours, complete and accurate records of alcoholic product shipments to and from their storage facility. Records shall be kept for a minimum of three years.

(4) A public service permittee shall allow the department, through its auditors or examiners, to audit all records relating to the storage, sale, consumption and transportation of alcoholic products by the permittee.

R81-6-5. Educational Wine Judging Seminars.

(1) Definition of Applicant. An applicant is any person or organization who is applying for an educational wine judging seminar permit, whose purpose is to inform and educate about the qualities and characteristics of wines.

(2) Application. The applicant must meet the requirements and qualifications for a scientific or educational special use permit found in Sections 32A-6-102, -103, and -401. In addition, the applicant must submit to the department a detailed proposal of the seminar which must include the qualifications of the judges, the number of wines being submitted by the wineries, and the location of the seminar. Additional information may be requested by the commission or department to properly evaluate the application.

(3) The applicant must post a cash or corporate surety bond in the penal sum of \$1,000 payable to the department, which the permittee has procured and must maintain for as long as the permittee continues to operate as a special use permittee. The bond shall be in a form approved by the attorney general, conditioned upon the permittee's faithful compliance with the Act and the rules of the commission. If the surety bond is canceled due to the permittee's negligence, a \$300 reinstatement fee may be assessed. No part of any cash bond so posted may be withdrawn during the period the permit is in effect. A bond filed by a permittee may be forfeited if the permit is finally revoked.

(4) The application for the educational wine judging seminar permit must be completed and submitted 90 days prior to the seminar date.

(5) Restrictions. Any person granted an educational wine judging seminar permit must, in addition to the restrictions in Section 32A-6-105, meet the following requirements and restrictions:

(a) The techniques used in judging the wines must meet internationally accepted techniques of sensory or laboratory evaluation, and the wines used may not be consumed.

(b) All unopened bottles must be returned to the department and any wine product residual in open bottles must be destroyed by the permittee.

(c) The educational wine judging seminar permit has an automatic expiration date of three days following the scheduled ending date of the seminar.

(d) The permittee must comply with R81-1-17 regarding advertising of the seminar.

(6) Procedures for Handling the Seminar.

(a) The permittee must order all wines used in the seminar from the department. The department will order the wines from the wineries designating on the order that they are for a wine judging seminar. The permittee must make prior arrangements with the wineries to have the wines sent to the department at no charge and freight prepaid.

(b) The wines will be entered into the department accounting system at no cost and will be given a special department number, designating the wines as those to be used with an educational wine judging seminar permit and not to be consumed.

(c) The wines will be delivered to the permittee from the department. After the seminar, the permittee will return all unopened bottles of wine to the department and the permittee will destroy any other residual wine products left. The permittee will pay to the department a fee of two dollars for every bottle of wine used in the judging seminar.

(d) All wines returned to the department become the property of the state and will be destroyed under controlled conditions or will be given a new department number and sold in the state's retail outlets, which profits will be property of the state.

CITY COUNCIL AGENDA

For Council Meeting:
April 19, 2011

SUBJECT: Minute Motion Approving Summary Action List

- Ratification of Approvals of Construction & Storm Water Bond Logs
- UTA Agreement for Lagoon Shuttle
- Second Amendment of Development Agreement with CenterCal
- Rice Farms Estates Phase 5 PUD Improvements Agreement
- Revocation and Abandonment of Easement for Jason Bruse
- Affordable Housing Plan - Contract Modification
- Youth Week Proclamation

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

Month of March 2011	BUILDING ACTIVITY REPORT - JULY 2010 THRU JUNE 2011				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	7	7	\$1,403,700.00	82	82
DUPLEX					
MULTIPLE DWELLING					
OTHER RESIDENTIAL	0	0	\$0.00	9	9
SUB-TOTAL	7	7	\$1,403,700.00	91	91
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	5		\$79,400.00	36	
CARPORT/GARAGE	1		\$26,000.00	3	
ADDITIONS/REMODELS	1		\$185,000.00	7	
SWIMMING POOLS/SPAS	0		\$0.00	1	
OTHER (power meter repair, elect. upgrade)	2		\$3,000.00	61	
SUB-TOTAL	9		\$293,400.00	108	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	3		\$3,525,000.00	12	
PUBLIC/INSTITUTIONAL					
CHURCHES					
OTHERS				1	
SUB-TOTAL	3		\$3,525,000.00	13	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	4		\$1,109,900.00	10	
OFFICE				3	
PUBLIC/INSTITUTIONAL					
CHURCHES					
OTHER				3	
SUB-TOTAL	4		\$1,109,900.00	16	
MISCELLANEOUS - NON-RESIDENTIAL *****					
Signs, Retaining Wall	5		\$84,450.00	12	
SUB-TOTAL	5		\$84,450.00	12	
TOTALS	28	7	\$6,416,450.00	240	91



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: April 5, 2011
SUBJECT: **UTA AGREEMENT FOR LAGOON SHUTTLE**

RECOMMENDATION

Authorize the Mayor to sign the attached UTA Contract No. UT-11-025JL; Lagoon Shuttle Agreement for partial city sponsorship of the Lagoon Shuttle in the amount of \$4,658 to be paid from account number 10-410-520.

BACKGROUND

In January of this year, UTA notified the City of its intent to discontinue Sunday service on Route 667 due to low ridership. The City and Lagoon pay for 25% of this service and ridership is lower on Sundays because the Frontrunner does not offer service on Sundays. However, with Station Park coming on line and consistency with the traveling public, staff believes this service schedule should not be modified. The City met with UTA and Lagoon representatives and some routes were modified with Lagoon's consent to continue this service as outlined in the attached agreement. Both Lagoon and UTA have approved the agreement and staff is recommending the City Council also approve. Lagoon opened on April 2nd and we have had no interruption in service but we did not receive the contract modifications from UDOT until recently so UDOT has been operating under the terms of the attached agreement without having received formal approval from the City. This service will be evaluated annually by UTA.

Respectfully Submitted

Dave Millheim
City Manager

SERVICE AGREEMENT

THIS AGREEMENT is effective on the 2nd day of April, 2011, by and between **UTAH TRANSIT AUTHORITY**, a public transit district, hereinafter referred to as the "Authority", and **FARMINGTON CITY CORPORATION**, a municipal corporation of the State of Utah, hereinafter referred to as "City", and **LAGOON CORPORATION**, a corporation of the State of Utah, hereinafter referred to as "Lagoon", City and Lagoon together comprising "Contractors".

WITNESSETH:

It is agreed by the parties in consideration of their mutual promises as follows:

WHEREAS, Lagoon and the City are in need of a public transportation system in the City and desire to assist in the funding of approximately twenty five percent of the operating costs of such a system; and

WHEREAS, the City has agreed to make an outright grant to the Authority in the sum of Four Thousand Six-Hundred Fifty-Eight Dollars (\$4,658.00) from the General Fund to help defray the costs of running a free shuttle bus from downtown Farmington City to the drop off area on the frontage road at Lagoon and to the FrontRunner Commuter Rail Station in Farmington; and

WHEREAS, Lagoon has agreed to make an outright grant to the Authority in the sum of Thirteen Thousand Nine-Hundred Seventy-Four Dollars (\$13,974.00) to help defray the costs of running a free shuttle within the City; and

WHEREAS, the Authority is the owner and operator of a public transit system and is willing to operate a shuttle bus system within the City in accordance with the terms and conditions of the Utah Public Transit District Act and the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises as hereinafter set forth, it is mutually agreed as follows:

1. Term. The term of this Agreement shall commence on the 2nd day of April, 2011, and run through the 29th day of October, 2011.

2. Authority's Responsibilities.

(a) The Authority agrees to operate as part of its public transit operation a shuttle bus system under the provisions of the Utah Public Transit District Act.

(b) The Authority, during the term of this Agreement and while the bus equipment is in its possession, shall have absolute and exclusive control of such equipment. The Authority will employ and have control and supervision over the drivers of said bus equipment and the City and Lagoon shall not in any manner interfere therewith the daily operation of the bus system.

(c) The Authority shall maintain and keep said bus equipment in good running condition at all times during the terms of this Agreement, and shall, without cost to the City and Lagoon, furnish all necessary labor, material, parts and supplies to keep said equipment in good running condition, including any and all necessary repair as a result of or by accidental damage, collision or the elements, ordinary wear and tear excepted.

(d) The Authority shall collect no fares for this service. However, the Authority shall be entitled to one hundred percent (100%) of the advertising revenues generated from advertising located on or about the buses operated pursuant to this Agreement.

3. City's Responsibilities. The City covenants and agrees to pay to the Authority, the proceeds of which shall be used solely to help defray the expenses of running the bus system, a grant in the sum of Four Thousand Six Hundred Fifty-Eight Dollars (\$4,658.00). Payment of the grant shall be made in two (2) equal payments: Two Thousand Three Hundred Twenty-Nine Dollars (\$2,329.00) to the Authority on or before June 30, 2011, and Two Thousand Three Hundred Twenty-Nine Dollars (\$2,329.00) on or before October 1, 2011.

4. Lagoon's Responsibilities. Lagoon covenants and agrees to pay to the Authority, the proceeds of which shall be used solely to help defray the expenses of running the bus system, a grant in the sum of Thirteen Thousand Nine Hundred Seventy-Four Dollars (\$13,974.00). Payment of the grant shall be made in two (2) equal payments: Six Thousand Nine Hundred Eighty-Seven Dollars (\$6,987.00) to the Authority on or before June 1, 2011, and Six Thousand Nine Hundred Eighty-Seven Dollars (\$6,987.00) on or before October 1, 2011.

5. Routes and Hours of Operation. The route for the operation of the bus system shall be that route established by the Authority in accordance with the provisions of Section 17A-2-1016(12) and 17A-2-1039(1), Utah Code Annotated, 1953, as amended.

(a) The shuttle service will begin the 2011 season, Saturdays only, from Saturday, April 2, 2011 through Saturday, June 4, 2011. The service will begin daily operation on Monday, June 6, 2011 and continue through Friday, August 19, 2011. Saturday only service will resume on Saturday August 20, 2011 and continue through Saturday, October 29, 2011. On Monday, July 4th, 2011 (Independence Day Holiday) the shuttle service will operate on a Sunday service schedule where the shuttle shall be replaced by a deviation of Route 470 from Main Street in Farmington to Park Lane and Lagoon Drive to serve Lagoon. The shuttle service to the Farmington FrontRunner commuter rail station shall operate Mondays through Saturdays only throughout the 2011 season.

(b) The free shuttle route will connect with Routes 455 and 470 in downtown Farmington approximately every half hour at the westbound stop at 45 E. State Street. The bus will arrive in downtown Farmington approximately three (3) minutes prior to the arrival of Route 470 bus for all trips and depart immediately upon loading passengers. Anyone wishing to ride the bus from these stops may do so at no charge to the riding party. Route 455 and the shuttle service will not operate on Sundays. Route 470 will provide direct service to Lagoon on Sundays at the Lagoon Pioneer Village Campground entrance.

(c) The Authority hereby covenants and agrees to publish and distribute information regarding the routes of the system in the same manner that the Authority publishes and distributes written information regarding other public transportation routes operated by the Authority within the transit district. The buses shall operate on the days and at the times according to the schedule established by the Authority after consideration of the recommendations of the City.

6. Termination. This Agreement may be terminated with or without cause by either the Authority, the City, or Lagoon by giving the other parties fifteen (15) days advance written notice of termination.

7. Labor Strike. In the event of a labor strike or threatened strike or interruption or threatened interruption by the operators of the buses or the persons performing the cleaning, maintenance and repair of the buses or other Authority employees, the Authority shall take such action in respect to the system as it deems in its best interest (including the termination of this Agreement), considering the safety of its passengers, the protection of its buses and transit equipment, and its ability to pay consistent with its other transit operations within the public transit district known as Utah Transit Authority.

8. Indemnification. The Authority, the City, and Lagoon hereby covenant and agree to indemnify and hold harmless the other parties to this Agreement from and against any and all claims, causes of action, liability, damages, costs and expenses which said parties may incur or which may be asserted against any of the other parties as the result of the failure of any of the parties to perform their obligations hereunder, including court costs and reasonable attorney's fees.

9. Default. In the event that any party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days notice of such failure to perform, the rights of the defaulting party under this Agreement shall thereupon expire.

10. Remedies. In the event any party fails to perform in accordance with the terms and conditions of this Agreement, the defaulting party agrees to pay to the nondefaulting party an amount of money equal to any loss or damage which the nondefaulting party may suffer as a result of the breach of this Agreement, including attorneys' fees and costs, together with interest thereon. The failure of the nondefaulting party to exercise its right to terminate the defaulting party's interest hereunder shall not constitute waiver of the nondefaulting party's rights to exercise such rights in the event of any subsequent default.

11. Attorney Fees. The defaulting party agrees to pay the nondefaulting party's costs and reasonable attorneys fees in the event such are incurred to enforce any of the provisions of this Agreement.

12. Assignment. No party hereto shall have the right to assign its rights and obligations hereunder without the express written consent of the other parties hereto.

13. Notices or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to the City:
Dave Millheim
Farmington City Manager
130 North Main Street
Farmington, Utah 84025

If to Lagoon:
David Freed
Lagoon Corporation
375 North Highway 91
Farmington, Utah 84025

If to UTA:
Utah Transit Authority
ATTN: Janalee Hansen
3600 South 700 West
P.O. Box 30810
Salt Lake City, Utah 84130-0810

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

14. Project Manager. The Authority's Project Manager for this Agreement shall be Mr. Bart Dean, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Dean, or designee.

15. Contract Administrator. The Authority Contract Administrator for this Agreement is Ms. Janalee Hansen, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Hansen, or designee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY

By _____
Art Bowen
Ogden Regional General Manager

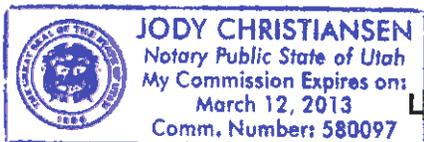
By _____
Bart Dean
Project Manager

ATTEST:

FARMINGTON CITY CORPORATION

By _____

ATTEST:



LAGOON CORPORATION

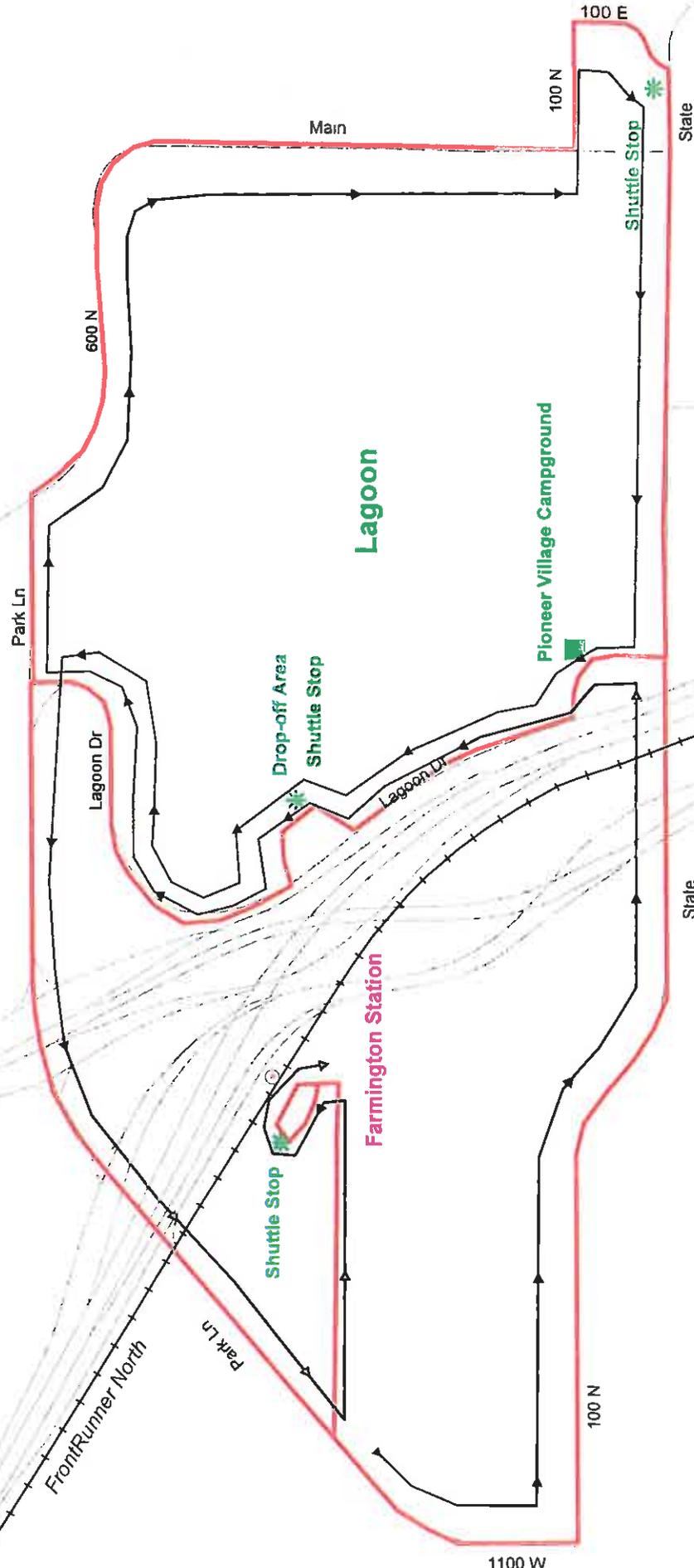
Jody Christiansen

By [Signature]

Approved As To Form:

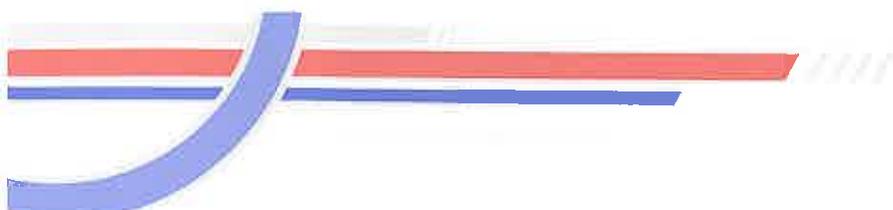
[Signature]
UTA Legal Counsel

Route 667 Lagoon Shuttle



Effective Date April 2, 2011 through October 29, 2011





March 18, 2011

Mr. David Freed
Lagoon Corporation
375 North Highway 91
Farmington, UT 84025

RE: UTA Contract No. UT-11-025JL; 2011 Lagoon Shuttle Agreement

Dear Mr. Freed:

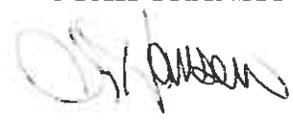
Enclosed please find four (4) sets of contract documents for this year's shuttle service that require Lagoon's signature execution as well as Farmington City's.

Kindly review the contracts and if they meet your approval, please have all four sets signed by the appropriate Lagoon official and then please mail all contracts on to Dave Millheim, Farmington City Manager, 130 North Main Street, Farmington, Utah 84025 for his signature execution. After Farmington City has signed the contracts, please request that they return all four sets to my attention at UTA. I will then have UTA officials sign them and return a fully executed set to both you and Farmington City for your records.

If you have any questions, please feel free to contact me at (801) 287-2395 or Bart Dean at (801) 510-1557. Thank you for your assistance.

Sincerely,

UTAH TRANSIT AUTHORITY



Janalee Hansen
Grants & Contracts Administrator

Enclosures (4)





375 No. Lagoon Drive
P.O. Box 696
Farmington, Utah 84025-0696
Phone: 801-451-8080
Office Fax: 801-451-8017
www.lagoonpark.com

March 29, 2011

Dave Millheim, Farmington City Manager
Farmington City Corporation
130 North Main
Farmington, UT 84025

Dear Dave:

Thank you for your call this morning to review UTA's proposed contracts for the Shuttle. In looking over the agreements, we have only noted a few minor changes as follows:

1. The cost to both Farmington City and Lagoon has been reduced by approximately five percent from 2010. While this is not the roughly 14 percent reduction for which we asked because of the elimination of Sunday service, I am sure UTA would respond that due to fuel, labor, equipment, etc. cost increases, five percent is reasonable. We have generally experienced a yearly increase in cost from UTA.
2. Paragraph 5(a) has been changed to reflect that the Shuttle will be replaced with a change in the route of Bus 470 on Sunday.
3. Paragraph 13 reflects the obvious change to your representation for Farmington City.

Dave, I have signed the agreements which accompany this letter and am returning them to you. Since we open April 2nd, it would be nice if you could persuade UTA to run the Shuttle until the City has the chance to obtain appropriate approvals for your signature. I think they will accommodate us.

Thanks again for your help.

Sincerely,

A handwritten signature in black ink, appearing to read "David W. Freed".

David W. Freed
Lagoon Corporation

DWF:jc

Enclosures

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Miller, Building Official

Date: April 6, 2011

SUBJECT: SECOND AMENDMENT OF DEVELOPMENT AGREEMENT WITH CENTERCAL

RECOMMENDATION

Approve the attached Second Amendment of the Development Agreement with CenterCal and authorize the Mayor to sign the same.

BACKGROUND

Since we have been calculating fees at Station Park there has been some gray area on building fee valuations. The development agreement as it was, read in a way that the developer could "menu shop" on which valuation the City would use. For instance on the shell he could choose to use the architectural valuation and then when it came time for the tenant improvement could use the City's fee schedule. Using this combination would generate a considerable loss of fees. In being consistent with the manner in which the valuation is figured from shell to tenant finish works out more fairly for everyone involved. This has been discussed with CenterCal Development and they also agree that consistency would solve this issue.

Respectively Submitted

Eric Miller
Building Official

Review and Concur

Dave Millheim
City Manager

WHEN RECORDED, RETURN TO:

Station Park CenterCal, LLC
Attn: Jean Paul Wardy
1960 E. Grand Avenue, Suite 400
El Segundo, CA 90245

**SECOND AMENDMENT
TO
DEVELOPMENT AGREEMENT
FOR STATION PARK**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR STATION PARK (the "Agreement") is entered into as of this ___ day of _____, 2011, by and among STATION PARK CENTERCAL, LLC, a Delaware limited liability company ("Developer"), and FARMINGTON CITY, a Utah municipal corporation (the "City"); Developer and the City are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Developer and City entered into that certain Development Agreement dated as of January 26, 2007 (the "Development Agreement") relating to that certain 97—acre Project Site (the "Project Site") which is more particularly described in the legal descriptions attached hereto as Revised Exhibits A-1 and A-2.

B. The Developer has designed the initial phase of improvements to be constructed on the Project Site, and has entered into agreements to acquire certain parcels of land and to exchange other parcels of land in connection with the planning and development of those improvements.

C. The parties entered into a First Amendment to the Development Agreement for Station Park dated the ___ day of November, 2010, to confirm certain issue to the development of the project and to confirm certain understandings.

D. Developer and the City have decided to further amend certain provisions of the Development Agreement as more specifically identified previously in the First Amendment to the Development Agreement to assure that the payment of building permit fees is equitable and appropriate.

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 to amend the Development Agreement as follows:

1. Amendment to Development Agreement Section 7.8.2. Section 7.8.2 relating to the calculation of building permit fees for the first six (6) years as previously established in the First Amendment to the Development Agreement for Station Park, is hereby amended to read in its entirety as follows:

7.8.2 Calculation of Building Permit Fees for the First Six Years. Until the date that is six (6) years after the first building permit for vertical construction of occupiable buildings within the Project is issued, building permit fees shall be calculated in accordance with Farmington City's current building permit fee schedule, which is attached hereto as Schedule 1 (the "Building Permit Fee Schedule"); provided, however, that during such six (6) period, if the permit applicant provides an architectural estimate or evidence of a bid amount for the shell construction work covered by the proposed permit that is less per square foot than the per square foot construction costs of the respective construction covered by the permit application derived from the Building Permit Fee Schedule, then the per square foot estimated construction costs from the submitted architectural estimate or bid amount shall be substituted for the per-square-foot construction cost in the Building Permit Fee Schedule for purposes of the making the building permit fee calculations contemplated by the Building Permit Fee Schedule. In the event an architectural estimate or bid amount is utilized to calculate building permit costs for the shell, an architectural estimate or bid amount shall be utilized to calculate building permit costs for finish construction work also. In the event the City fee schedule is utilized to calculate the building permit fee for the shell work, the City fee schedule shall also be used for the finish work or tenant improvement building permit fee calculation. The City reserves the right if said building valuation differs by greater than twenty (20%) percent between the city fee schedule and the architect estimate to solicit a third party review from a licensed architect whose valuation decisions will be binding upon the City and the applicant. The calculations of building permit fees using estimated construction costs derived from submitted architectural estimates or bid amounts in substitution for construction costs stated on the Building Permit Fee Schedule shall be subject to the following additional adjustments where applicable: (i) Any per square foot construction cost estimate based on the construction of both the shell of the building and building finishes shall be multiplied by .5 to reach the estimated construction cost number for either a shell or a building finish permit; and (ii) the estimated construction cost amount for any building finishes permit shall be increased by five percent (5%) of the amount of the estimated construction costs to assure that the permit fee includes some costs anticipated to arise by change order during the performance of the building finishes permit. The foregoing sentence shall not preclude the City from recalculating and increasing a building permit fee based on a change order that increases the square footage of the building covered by an issued permit.

2. No Further Amendments. Except as set forth above, and except as may be necessary to conform to the changes set forth above, the Development Agreement and its Exhibits shall remain unamended and in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Development Agreement for Station Park has been executed by Farmington City, acting by and through the City Council of Farmington City, Davis County, State of Utah, pursuant to Ordinance No. _____, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

ATTEST:

FARMINGTON CITY,
a Utah municipal corporation

City Recorder

By: _____
Mayor

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

DEVELOPER:

STATION PARK CENTERCAL, LLC,
a Delaware limited liability company

By: CENTERCAL, LLC,
a Delaware limited liability company
Its: Sole Member

By: CENTERCAL ASSOCIATES, LLC,
a Delaware limited liability company
Its: Member

By: _____
Jean Paul Wardy, Member

STATE OF _____)
:ss.
COUNTY OF _____)

On the ____ day of _____, 2011, personally appeared before me Jean Paul Wardy, who being by me duly sworn, did say that as a member of CenterCal Associates, LLC he has signature authority for said LLC, a member of CenterCal, LLC, which CenterCal, LLC is the sole member of Station Park CenterCal, LLC, a Delaware limited liability company, and that the foregoing instrument was signed in behalf of said Station Park CenterCal, LLC, and acknowledged to me that said company executed the same pursuant to authority under or as authorized by its operating agreement or other proper authority.

NOTARY PUBLIC



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: April 6, 2011

**SUBJECT: RICE FARMS ESTATES PHASE 5 PUD IMPROVEMENTS
AGREEMENT**

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Escrow Deposit Form) between Rice Farms Estates LLC, Farmington City and First National Bank of Layton.

BACKGROUND

The bond estimate for the Rice Farms Estates Phase 5 PUD is \$547,529.20 which includes a 10% contingency and 10% warranty bond. Jerry Preston has submitted an agreement with First National Bank in Layton on the City Escrow Deposit Form to administer an escrow account for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, the 10% contingency will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Milllheim
City Manager

**FARMINGTON CITY
IMPROVEMENTS AGREEMENT**

(ESCROW DEPOSIT FORM)

THIS AGREEMENT is made by and between Rice Farms Estates LLC (hereinafter "Developer"), whose address is PO Box Farmington Utah, Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 130 North Main, P.O. Box 160, Farmington, Utah. 84025-0160, and First National Bank of Layton a Utah or Federally chartered Bank or Savings and Loan Association authorized to do business in the State of Utah, whose address is 1601 North Hillfield Road, Layton, Utah 84041, (the "Depository").

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as Rice Farms Estates Phase 5, located at approximately 750 So. 10 West in Farmington City, and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promises to install and warrant certain improvements as herein provided and security is provided for that promise as set forth herein.

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

1. Installation of Improvements. The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which is attached hereto as Exhibit "A", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within _____ months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

2. Dedication. Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. Escrow. The Developer and the Depository hereby acknowledge that an account (the "Account") has been established at the Depository in the amount of \$ 547,529.20 (the "Escrow Amount"), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, together with 20% of such cost to cover contingencies and to secure the warranty of this Agreement. The Account is identified by the number 149316250. The Developer and the Depository further agree that if (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent, then in either event the City may withdraw from the account all or any part of the Escrow Amount, in a single or in multiple withdrawals. The Depository agrees to retain funds necessary for

such a withdrawal in the Account. Withdrawals from the Account by the City may be effected by one or more sight drafts signed by the Mayor in the form attached as Exhibit "B", or by other instrument appropriate to the purpose. Interest shall accrue to the City and be payable by the Depository at the rate of 20% per annum beginning at the date on which payment of such a sight draft, properly signed, is refused by the Depository. The City shall not be liable for the payment of any fee or service charge incurred in connection with the Account. The Depository acknowledges sufficient consideration for its promises in the form of fees and fund deposits received from Developer.

4. **Progress Payments.** The City agrees to allow payments from the Account as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, and determine if the work completed complies with City construction standards and requirements, and review the bond estimate in Exhibit "A". After receiving and approving the request, the City shall, in writing, authorize disbursement to the Developer from the Account in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information necessary. Except as provided in this Paragraph or in Paragraphs 4 through 6 inclusive, the Depository shall not release or disburse any funds from the Account.

5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Account to complete construction of Improvements, the City may withdraw all or any part of the Escrow Amount and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the account. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.

6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release all funds in the Account, except 10% of the estimated cost of the Improvements, which shall be retained in the Account until final release pursuant to the next Paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in Paragraph 5 above for any breach of such an obligation. The release provided for in this Paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.

7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 26, the City shall notify the Depository and the Developer in writing of the final release of the Account. After giving such notice, the City shall relinquish claims and rights in the Account.

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Account as herein provided, and any withdrawals from the Account by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in Paragraph 1 above, and the right of the City to withdraw from the Account shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Account and performs or causes to be performed the

installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Account shall be paid by the Developer, including administrative, engineering, legal, and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review, and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.

11. **Ownership.** Off-site Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Account until as-built drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Account do not alter the obligation of the Developer to provide other bonds under applicable ordinances or rules of any governmental entity having jurisdiction over the Developer. The furnishing of security in compliance with the requirements of other ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Account as provided herein.

24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this Paragraph. For purposes of this Paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 18th day of March, 2011.

DEVELOPER:
By: [Signature]
Its: Managing Member

DEPOSITORY:
By: Jason H. Robison
Jason H. Robison
Its: Vice President

CITY:
FARMINGTON CITY CORPORATION
By: _____
Scott C. Harbertson, Mayor

ATTEST:

Margy Lomax, City Recorder

DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me. _____, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if Developer is a Corporation)

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of _____ a _____ corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors. and he/she acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Partnership)

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____ who being by me duly sworn did say that he/she/they is/are the _____ of _____, a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

NOTARY PUBLIC

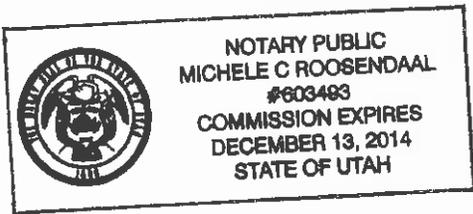
Residing in _____ County, _____.

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
COUNTY OF Davis : ss.

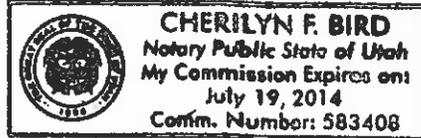
On this 21 day of March, 2011, personally appeared before me Gerry Preston who being by me duly sworn did say that he or she is the managing member of Rice Farms Estates LLC a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Michele Roosendaal
NOTARY PUBLIC
Residing in Davis County, Utah.



DEPOSITORY ACKNOWLEDGEMENT

STATE OF UTAH)
)
) : ss.
COUNTY OF Davis)



On this 21st day of March, 2011, personally appeared before me Jason Robinson, who being duly sworn did say that he/she is the Vice President of First National Bank of Layton a national corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Cherylyn F. Bird
NOTARY PUBLIC
Residing in Layton County Davis

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
)
) : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20____, personally appeared before me Scott C. Harbertson and Margy Lomax, who being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in Davis County, Utah

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

SIGHT DRAFT

To Drawee

_____, Utah _____

Pay To The Order Of FARMINGTON CITY CORPORATION on sight the sum of
_____ Dollars (\$_____) drawn against Account No.
_____.

FARMINGTON CITY CORPORATION

By: _____
Scott C. Harbertson, Mayor

Farmington City

Rice Farms Estates Phase 5 Subdivision
Bond Estimate

Item Description	Quantity	Units	Unit Cost	Bond Amount
Sanitary Sewer				
8" PVC SS Line	1060	LF	\$25.00	\$26,500.00
48" SS Manhole	5	EA	\$2,500.00	\$12,500.00
60" SS Manhole	2	EA	\$2,700.00	\$5,400.00
Connect to existing SS line	1	EA	\$800.00	\$800.00
Laterals to new SS line	16	EA	\$500.00	\$8,000.00
Gravel bedding	338.67	TON	\$18.00	\$6,096.06
				\$59,296.06
Storm Drain				
15" RCP SD	310.27	LF	\$30.00	\$9,308.10
24" RCP SD	434.54	LF	\$35.50	\$15,426.17
30" RCP SD	143.97	LF	\$42.00	\$6,046.74
SD Inlet Box	3	EA	\$1,400.00	\$4,200.00
SD Combo Box	3	EA	\$2,500.00	\$7,500.00
60" SDCO	5	EA	\$2,500.00	\$12,500.00
15" Plug & Block	1	EA	\$650.00	\$650.00
Connect to existing SD line	1	EA	\$650.00	\$650.00
Gravel bedding	603.36	TON	\$18.00	\$10,860.50
				\$67,141.51
Culinary Water				
Connect to Existing	2	EA	\$1,000.00	\$2,000.00
8" C-900 PVC Waterline	1104	LF	\$24.00	\$26,496.00
8" Gate Valve	5	EA	\$1,200.00	\$6,000.00
8" x 8" x 8" Tee	2	EA	\$350.00	\$700.00
8" Bend fitting	1	EA	\$350.00	\$350.00
8" Plug & Block	1	EA	\$650.00	\$650.00
Lateral on new waterline	16	EA	\$750.00	\$12,000.00
Fire hydrant with valve assembly	5	EA	\$3,150.00	\$15,750.00
Sand Bedding	235.15	TON	\$18.00	\$4,232.74
				\$68,178.74
Land Drain				
8" PVC Land Drain Pipe	1209.98	LF	\$32.00	\$38,719.36
60" LD Manhole	2	EA	\$2,900.00	\$5,800.00
48" LD Manhole	5	EA	\$2,600.00	\$13,000.00
Connect to Existing	1	EA	\$750.00	\$750.00
Laterals to new LD line	16	EA	\$500.00	\$8,000.00
Gravel Bedding	257.73	TON	\$18.00	\$4,639.06
				\$70,908.42
Road Improvements				
Curb and Gutter	2172	LF	\$16.00	\$34,752.00
Sidewalk	2172	LF	\$14.00	\$30,408.00
Asphalt Roadway (12" base, 3" asphalt)	35195.84	SF	\$2.50	\$87,989.60
Access Ramps	4	EA	\$1,000.00	\$4,000.00
Road Monuments	6	EA	\$600.00	\$3,600.00
Grading	1	LS	\$20,000.00	\$20,000.00
Erosion control / SWPP	1	LS	\$10,000.00	\$10,000.00
				\$190,749.60
Subtotal				\$456,274.33
20% Contingency				\$91,254.87
TOTAL				\$547,529.20
Cash Deposits				
Slurry Seal	35200	SF	\$0.20	\$7,040.00
Combination Stop/Address	3	EA	\$250.00	\$750.00
				\$7,790.00

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council
From: Christy Alexander, Associate City Planner
Date: April 11, 2011
SUBJECT: APPROVAL OF A REVOCATION AND ABANDONMENT OF
EASEMENT FOR JASON BRUSE

RECOMMENDATION

Approval of the abandonment of the southerly side-yard easement less the easterly 10 feet on property located at 1927 Summerwood Drive.

BACKGROUND

The applicant, Jason Bruse, requests that an old and unused public utility easement be vacated on his property. The unused easement runs the entire side-yard of his property and is 15 feet wide. The applicant desires to build a shed or pool house within this easement. The easement was put in place for proposed future development that never occurred there and no utility lines were ever put in. The original plan for the property changed, but the easement was never removed or needed. The easement will never be used by the utility companies and all respective utilities have voiced their approval of the abandonment of the easement. Staff recommends leaving the easterly 10 feet of the side-yard easement in place for the needed front-yard easement.

Respectfully Submitted

Review & Concur


Christy J. Alexander
Associate City Planner

Dave Millheim
City Manager



REVOCATION AND ABANDONMENT OF EASEMENT

WHEREAS, the undersigned, Farmington City, a corporation or political subdivision of the State of Utah, (hereinafter "Grantor") has heretofore been granted and presently holds an easement and right-of-way for utility lines and/or related public facilities over and through the following described property according to documents previously recorded in the office of the Davis County Recorder, State of Utah: and

WHEREAS, it has been determined that the above easement and right-of-way is no longer needed, and that it will inure to the benefit of the public and the affected property owners to abandon the easement and right-of-way described below.

NOW, THEREFORE, for consideration duly acknowledged and received, the undersigned Grantor hereby vacates, abandons, releases and disclaimers any rights, title or interest it may have in and to the below described easement and right-of-way to the present owner or owners as their interests may appear:

Existing on the Summerwood Subdivision Plat, Lot # 1 at 1927 Summerwood Drive, as shown dedicated and recorded on June 6, 1985, Entry Number 703888, Book Number 1037, and Page Number 1259, less the easterly 10 feet of the easement.

IN WITNESS WHEREOF, the undersigned Grantor hereby causes this document to be executed by and through its duly authorized representative this 19th day of April, 2011.

GRANTOR Farmington City

By: Scott Harbertson

Its: Mayor

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 19__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Grantor and that said instrument was signed in behalf of Grantor and that Grantor executed the same.

Notary Public

My Commission Expires:

Residing At:

March 8, 2011

Dear Farmington City Council and Farmington City Officers,

I am the owner of the home at 1927 Summerwood Drive in Farmington. I would like to request that an old and unused public utility easement be vacated on my property so that I can build a shed or pool house. This unused easement runs the entire length of the property and is 15 feet wide. I have researched this easement extensively and have spoken with all of the utility companies regarding the easement; it has never been used, and is actually a leftover from an old, never used developer's plan. The easement will never be used by any of the utility companies. There are no lines in the easement now and never will be.

The reason the easement is in place is likely because of an old and unused stub of sewer line that was on an original and antiquated developer's plan, which plan was later scrapped. The original plan for the property changed, but this easement apparently was never removed, although the easement was not needed. The sewer company came to my property and the property to the west, put a camera into the existing sewer lines, and verified that the small sewer branch is not used, and will never be used. Additionally, this small branch of sewer line actually ends before it even gets to my property line---and, curiously, the property on which the sewer line stub actually sits has no easement (see attached map).

I have attached the letters I have received (some are emails) from the utility companies stating that they will not use the easement, the most important of which is the note from the Director of the Davis County Sewer District.

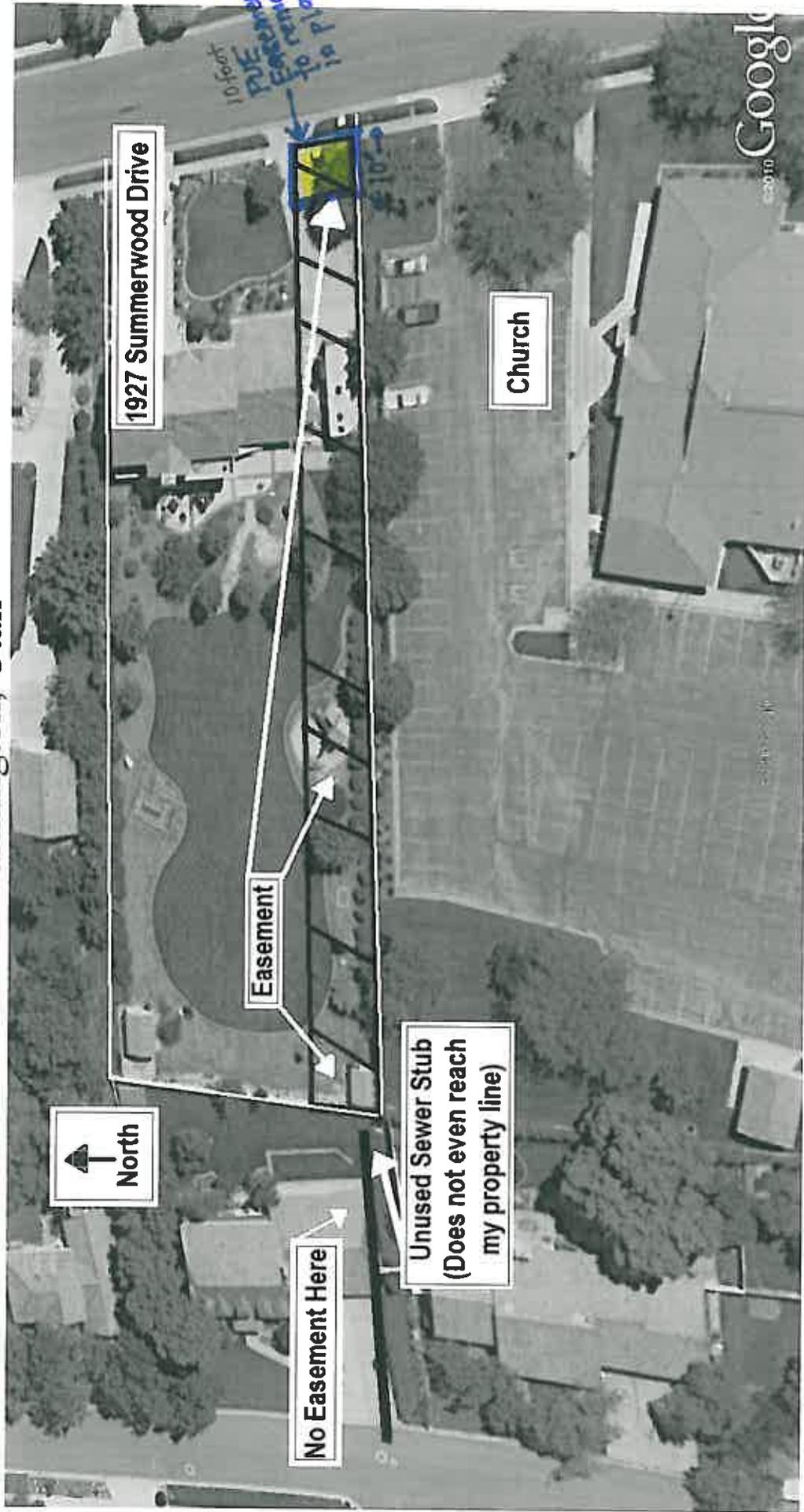
Thank you for your time and consideration of this issue.

Sincerely,

A handwritten signature in cursive script that reads "Jason Bruse". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Dr. Jason Bruse
1927 Summerwood
Farmington, Utah
801-699-0390

The Bruses
1927 North Summerwood Drive
Farmington, Utah



Re: Summerwood
property

Mon Oct 11 2010 15:27:36 GMT-0600 (Mountain Daylight
Time)

From: lmyers@cdsewer.org

To: jasonbz@pol.net

Cc: jillh@cdsewer.org

Jason,

Our investigations show that the easement in question is not in use for any sewer systems at the present time. We believe the line in question was installed to accommodate further development to the east. This development did not occur and the easement was not needed. Should you wish to construct any facilities within the easement, the District does not object. The District will not be using the easement on your property in the future.

Thanks,

--

Leland Myers
Central Davis Sewer District
(801) 451-2190 - Office
(801) 560-3938 - Cell

On Mon, Oct 11, 2010 at 12:27 PM, Jason Bruse <jasonbz@pol.net> wrote:

Leland,

Thanks for talking to me the other day.

I wanted to see if I could get something in writing (Farmington City said that just a simple paragraph is adequate) from you stating that the Sewer District would approve vacating the public utility easement on 1927 Summerwood Drive in Farmington.

I understand that if we were ever to want to tap into that unused sewer line we will have to put a manhole in. We would contact the Sewer District at that time to go over specifics.

If you want to just send me an email, that is okay.

Thanks,
Jason Bruse



Comcast Cable
1350 E Miller Ave
Salt Lake City, UT 84104

October 11, 2010

Mr. Jason Bruse
1927 North Summerwood Drive
Farmington, UT 84025

Dear Mr. Bruse,

Comcast of Utah II grants you permission to encroach on the public utility easement located along the south side of the property at 1927 North Summerwood Drive, Farmington, Utah.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Goldstein".

Gary Goldstein
Design and Planning

Design and Planning
Gary Goldstein



Ogden, Utah
October 12, 2010

Jason Bruse
1927 Summerwood Dr
Farmington, UT 84025

RE: RW 10-022-45

Dear Mr. Bruse:

I have examined our records regarding Qwest facilities in Lot #1 in the Summer Wood subdivision, 1927 North Summer wood Dr. There are no buried telephone facilities running along the South side of your lot. Therefore, Qwest has no objections to you building a Shed on the South side of your lot over the easement.

If you have any questions or need additional information, please contact me on 801-626-5401.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Ivester", written over a light blue horizontal line.

Matt Ivester
Sr. Design Engineer
Qwest Communications

Space above for County Recorder's use
PARCEL I.D.#

DISCLAIMER OF UTILITY EASEMENT

The undersigned, QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Davis County, Utah, to-wit:

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 1, Summerwood Development Subdivision, located in the Northwest quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah; said Subdivision recorded in the Office of the County Recorder for Davis County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on October 11, 2010.

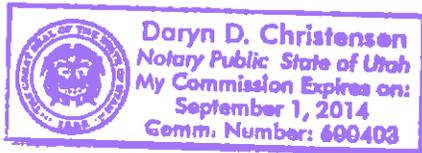
QUESTAR GAS COMPANY

By: Todd C. Cassity
Attorney-In-Fact

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

On October 11, 2010, personally appeared before me Todd C. Cassity, who, being duly sworn, did say that he is Attorney-In-Fact for QUESTAR GAS COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, an official certification of which is recorded as Entry #2047223, at Book 3712, Page 84, in the Office of the Davis County Recorder.

Daryn D. Christensen
Notary Public





3/31/2011

To whom it may concern,

Rocky Mountain Power does not have underground power lines in the utility easements along the SOUTH, WEST and NORTH property lines (IN THE BACKYARD AREA) at 1927 Summerwood Dr., Farmington, Utah. Rocky Mountain Power will not be using this easement on said property in the future. Thus, the power company is allowing the customer to encroach into the utility easement.

Greg Soter

A handwritten signature in black ink, appearing to read "Greg Soter". The signature is stylized and somewhat cursive.

Estimator

*Greg Soter Estimating Department 543-3016, Fax 543-3045
Layton District Office, 635 N 1200 W, Layton, Utah 84041*

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: April 7, 2011

SUBJECT: **AFFORDABLE HOUSING PLAN-CONTRACT MODIFICATION**

RECOMMENDATION

Approve the enclosed contract amendment to the scope of work (see page 9) with Lotus Community Development Institute, Inc. regarding the City's affordable housing plan not to exceed an additional 26 total hours of service in the amount of \$2,340.00 from account no. 37-624831, and authorize the Mayor, to sign the amended contract.

BACKGROUND

In preparation of the affordable housing plan, we exceeded the number of stake holder meetings originally contemplated (from 1 to 2), and we did not originally anticipate the joint CC/PC meeting as part of the contract, the total project cost of which is \$8,000.00. The contract modifications are beneficial to the City because it will result in a better plan. It should be noted that the consultant and city staff have worked cooperatively in the past to trim costs where possible. The original consultant's bid was around \$20,000.00. City staff agreed to do some of the work, and the consultant consolidated her efforts. She also discounted her hourly rate from \$125/hr to \$90/hr. We will continue to watch costs in the future.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

Moderate Income Housing Plan

Farmington City



RFP Contract Submitted by:

**Lotus Community Development Institute, Inc.
and LCDII's Associate Consultant Team**

Marci Milligan of Lotus Community Development Institute, and LCDI Associate Consultants Richard Walker of Tightline Community Resources, LLC and James Wood, University of Utah's Bureau of Economic & Business Research are pleased to submit a proposal to Farmington City for the preparation of a "Moderate Income Housing Plan" to be part of Farmington's General Plan.

Background

This proposal is a collaborative effort and will combine the expertise and experience of multiple long-time market research, housing & community development and finance practitioners with many years of experience in the field. Marci Milligan, Richard Walker, and James Wood (referred to as “Consultants” from here forward) are especially suited to assess needs, market trends and to facilitate the creation of housing solutions in Farmington– solutions often not possible from within the constraints of larger public and private systems. The Consultants are aware of some of the challenges faced by Farmington City in providing opportunities for housing diversity. Past work has included providing technical and financial assistance to assist communities and nonprofits with affordable housing development projects. Technical and financial assistance has also been provided to other public partners such as South Salt Lake City, Logan City, Moab/Grand County, Vernal City/Uintah Basin among other local governments, as well as the Wasatch Front Regional Council in their HUD based Consolidated Plan and Rural Communities through the OWHLF USDA/HUD technical assistance grants program. The depth and breadth of work done by James Wood at the Bureau of Economic & Business Research stands on its own; it covers decades of knowledge across Utah markets with demonstrated expertise in the fields of economics, housing, construction and real estate development.

This proposal provides a partnership with local officials and staff and potential funding partners including UWFHI sponsoring financial institutions. This partnership will ensure that the issues identified and the solutions designed accurately reflect the real needs and priorities of Farmington City. All of the partners, including LCDI’s Associate Consultant Team, will then be committed to and be responsible for assisting as needed in the implementation of the goals and objectives defined in the plan. The Consultants are committed to this effort for at least a three-year period carrying the program well into implementation with technical assistance in the development of a project pipeline and sourcing of loans identified in the plan with our financial partners.

Another unique asset the Consultants bring to the table is additional time and resources through the “Utah Workforce Housing Initiative” (UWHI) and includes the following partners (not an exhaustive list):

- Envision Utah
- University of Utah Bureau of Business and Economic Research
- State of Utah, Division of Housing and Community Development
- Salt Lake Office of Housing & Urban Development
- The League of Cities and Towns
- Various financial institutional partners

The UWHI allows a unique platform from which to bring additional training, technical assistance and direct housing project development assistance as part of this proposal. Our participation commitment to Farmington City will extend beyond the conclusion of the study and resulting plan. Thanks to generous technical assistance grants from our financial institution partners, we can seek to provide support on the implementation

measures defined in the plan, such as in identifying partners for specific education, single- multi-family programs and development project activities as well as in sourcing highly leveraged investment, lending and direct grants opportunities to bring the implementation plan elements to fruition.

What follows are the key steps to completing a thoroughly researched statement of need, assessment of current resources available to meet those needs as well as suggested strategies and achievable steps to meeting the gaps in needs and resources.

Introduction

Farmington City presents some unique planning challenges and opportunities that must be represented in this plan development process. Farmington is experiencing some growth and desires to have increased moderate income housing especially in its TOD designated area. According to the Governors Office of Planning and Budget, Farmington currently has a population of 7,880 with anticipated growth to 8,125 by 2010.

What constitutes affordable housing in Farmington is housing affordable for persons making less than 80% of the area median income. For a family of three (Farmington has a large average family size of 3.97) the 80% of median income for a family of 4 is \$52,000. With that income, affordability means (using 30% of income) that a family would have \$15,600 annually or \$1300 per month for rent or mortgage payments (PITI). Those with specialized housing needs include disabled persons and elderly persons on fixed incomes. Assuming an elderly person is living on a fixed income with an income of \$13,650 that translates to only \$341 per month for housing purposes. As part of this planning process Farmington will be able to decide the adequacy of their specialized housing options for these persons with special needs. The proposed plan will address the housing needs of the elderly, disabled persons, homeless and victims of domestic abuse, youth aging out of foster care and those coming out of incarceration.

Process for Completing the Affordable Housing Plan

The Consultants will work with City Staff and a variety of key stakeholders to create the new plan. Information will be collected and feedback solicited from all areas of the community to identify the most critical affordable housing needs as well as the most effective ways to meet those needs. Key stakeholders include but are not limited to the following:

- Staff of Farmington City (especially the planning offices)
- Envision Utah
- University of Utah Bureau of Business and Economic Research
- State of Utah, Division of Housing and Community Development
- Salt Lake Office of HUD
- The League of Cities and Towns

Information gathering: The foundation of our information collection will be a detailed housing market forecast and analysis prepared by The Bureau of Business and Economic

Research at the University of Utah. This analysis will identify the key factors driving housing market conditions present in Farmington. This information will then be overlaid with direct input gathered through interviews of key stakeholders, along with a collection of existing studies on employment, demographics, and income trends. Key stakeholders will include City, Davis County and the Wasatch Front Regional Council planners, business leaders, local housing authority, major employers, nonprofits, University of Utah, Davis School District, utilities, and others to be identified in partnership with Farmington City staff guiding the housing planning process.

Information will be researched concerning:

- An inventory of the affordable housing currently available within the city along with an assessment of physical condition. Properties receiving any kind of housing subsidy from federal and state sources will be identified.
- Values of properties will be identified through tax assessments to identify which properties may be affordable in the existing inventory.
- A rent study will be performed to find out average rents, affordable rents and vacancy information. The study will also perform an infill inventory to highlight vacant or dilapidated properties for development and redevelopment.
- A profile will be developed of the organizations – both for and nonprofit – currently developing low and moderate-income housing in the Farmington area and their capacity for meeting current and future needs.

Information will also be collected from public records, nonprofit and for-profit developers who are building low-income housing and from Census data. Other sources will be the Utah Association of Realtors, Utah State Office of Workforce Services, Utah Housing Corporation and the staff of the Olene Walker Housing Loan Fund.

The consultants stand ready to assist Farmington City staff as they utilize the updated housing needs and economic projection software tool. Once the needs projection is available we will incorporate it into the housing plan by type and affordability.

Creating statement of need and proposed ways of addressing those needs: Using the above information, an analysis of current and likely future needs will be completed for Farmington City. This will include the types of housing best suited to the area: such as rental housing in multi-unit buildings, ownership models will be determined to best meet the needs for Farmington City. The proposed strategy for meeting needs will include how Farmington City might prepare itself for future housing trends and needs as well as based on local assets already in place to meet needs – such as local development pipelines, use of RDA funding and the transit oriented development planning currently underway and an analysis of other finance and construction partnerships that could be developed. Specific strategies covered in this section will include and are not limited to:

1. Addressing low & moderate-income housing needs – rental and homeownership – including projections of how many new units are needed, and how many through rehabilitation and infill.

2. Addressing the need for supportive housing – independent living and group home models – including likely local partners for construction as well as provision of services.
3. Assisting households to move from rental to homeownership such as down-payment assistance programs and homebuyer training programs.
4. Creation of a housing plan for the historic downtown area of Farmington.
5. An analysis of RDA funding and prioritized uses.
6. Preparation of a regulatory barrier analysis that identifies changes in zoning and building codes that might further the cause of affordable housing maintenance and/or development.

Achievable five-year housing plan with annual benchmarks: The final section of the plan will be a recommended five-year plan with measurable and attainable annual benchmarks including clear steps for implementation. This section will include how The Consultants will be involved in the implementation of the plan. Action steps and annual benchmarks will include the following:

- Number and types of new units needed and existing units for rehabilitation – including projects currently in development,
- Identification of current housing stock needing upgrades or rehabilitation in order to be put in service,
- Timeframe and process for recommended changes in zoning and building codes to facilitate the development of more affordable housing, and
- Timeframe and process for educating the public of planned strategies for meeting affordable housing needs.

In each section of the plan, key development, lending and program partners will be identified to assist in meeting annual benchmarks to ensure overall success.

Meetings with City Staff

The planning process will require meetings with Farmington City staff for the purpose of:

1. Reviewing the full scope of work and collect feedback on the information gathering process as well as to add additional sources of information;
2. Discussing and gathering feedback on collected data and future trends models;
3. Outlining a proposed plan, annual priority benchmarks, and action items; and
4. Finally for formal presentations required to City Officials for review and adoption.

Qualifications of Consultants

The independent consultants making this proposal bring a strong historical resume in community development and planning experience with a focus on low and moderate income housing research, development and finance. Through their work with banks and

other partners, they will not only bring their expertise to this work, but will also bring added resources that will benefit the City of Farmington well into the future. It is envisioned that additional benefits will be derived from this partnership:

- Additional planning support beyond the completion of the Moderate Income Housing Plan.
- Training for City staff and officials on meeting housing needs.
- Access to computer software that facilitates the ongoing tracking of housing needs and inventory. and
- Technical Assistance to implement the highest priority action steps identified in the plan, including assistance with project financing and development.

Resumes for each of the partners in this collaboration are available as needed. What follows are brief summaries:

Marci Milligan of Lotus Community Development Institute has more than 15 years in community development and financial services industry with a strong background in community needs assessments, single and multi-family finance, and community development, lending/investments. Activities including nonprofit fund development, strategic planning, affordable housing development and technical assistance, sourcing transactions, underwriting, loan closing and funding processes. Ms. Milligan also has excellent organization, communication and negotiation skills as well as a broad knowledge of state, regional and national partners and municipal planning processes and has served as a City Planning Commissioner.

Richard Walker of Tightline Community Resources has more than 30 years experience in planning and community development. Over the past 10 years, his work experience has focused on low and moderate income housing needs throughout the state as manager of housing assistance programs for the State of Utah. He has assisted communities to write affordable housing plans and has administered a number of important housing assistance programs including but not limited to the Olene Walker Housing Loan Fund, Federal Weatherization and HOPWA programs, CDBG and other HUD funded housing programs.

James Wood has been the director of the Bureau of Economic and Business Research at the David Eccles School of Business, University of Utah since 2002. From 1975 to 2002 he served as the Senior Research Analyst at the Bureau. He has authored more than 100 articles on the Utah economy with a primary emphasis on housing, construction and real-estate. The Bureau acts as the lead partner in all Utah Workforce Housing Moderate Income Housing Plan Analysis.

Cost of Services Budget

The Lotus Community Development Institute, Inc. and its aforementioned Associate Consultant Team agree to the scope of work as outlined below:

Description of Activity (hours include time needed for prep & follow-up)	Approximate hours
Meetings with City Staff	8
LCDI Project Team Meetings	4
Collection of Existing Data (City Staff provide bulk)	2
Interviews with Key Stakeholders (Split w/Staff; no group)	4
Data Analysis and Writing Time (Template Provided, joint writing/edits)	48
Ordinance Review, HUD Barriers Checklist	
Housing Analysis Modeling Review	
Development of Programmatic Goals for Implementation	
No Specific Project Financial Modeling	
Hourly Rate – 66 Hours @ \$125	\$6000
Flat Fee – University of Utah BEBR Housing Market Update	\$2,000
Total Proposal Cost	\$8,000

Upon approval by the City Council and the City Manager, both parties will set forth a timeline for the completion of work as set forth herein pp. 1-7 and as detailed in the Cost of Services Budget pp 8. Billing will occur as elements are completed and submitted to City Staff for review. Payments shall be made within ten working days from the billing invoice date.

Contractual terms as set forth herein are agreed to by Lotus Community Development Institute, Inc. and its Associate Consultant Team this 15th day of March 2010, by:

 Marci L. Milligan, President
 Lotus Community Development Institute, Inc.

Contractual terms as set forth herein are agreed to this ____ day of _____ 2010, by:

 Max Forbush, City Manager
 Farmington City, Utah

**Farmington City, Utah
Contract Amendment to the Scope of Work
April 5, 2011**

Whereas both parties herein wish to amend the original housing needs assessment scope of work to include **10** additional hours for Stakeholder meeting preparation, facilitation and reporting; and

Whereas both parties herein wish to extend the scope of work to include **16** additional hours for preparation of a final Housing Plan for submission to the State of Utah's Department of Community & Economic Development to meet its bi-annual reporting requirement;

It is agreed that such services shall be offered at the existing contract rate of \$90 per hour and be billed upon stage completion. The amended contract amount shall not exceed 26 total hours in the amount of \$2,340.

Contractual terms as set forth herein are agreed to by Lotus Community Development Institute, Inc. and its Associate Consultant Team this 5th day of April 2011, by:



Marci L. Milligan, President
Lotus Community Development Institute, Inc.

Contractual terms as amended and set forth herein are agreed to this _____ day of April 2011, by:

Scott Harbertson, Mayor
Farmington City, Utah

YOUTH WEEK PROCLAMATION

WHEREAS, the Benevolent and Protective Order of Elks has designated the week beginning on May 1st, as Youth Week to honor American's young Citizens for their accomplishments, and to give fitting recognition of their service to the Community, State and Nation and

WHEREAS, Bountiful Elks Lodge #2442 will sponsor and observe and,

WHEREAS, no event could be more desiring of our support and participation than one dedicated to these young people who represent the nation's greatest, and who in the years ahead will assume the responsibility for the advancement of our free society, and,

WHEREAS, our Youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership, and go forth to serve America, and

WHEREAS, to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship.

Now therefore, I do hereby proclaim the week of May 1st 2011 as Youth Week, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate whole heartily in its observance.

Youth Mayor

Mayor



Thanks for staying with us.
Bountiful Lodge No. 2442

Benevolent and Protective Order of Elks

P.O. BOX 314
BOUNTIFUL, UTAH 84011-0314

March 31, 2011

Mayors and Youth City Council,

Our Lodge will celebrate Elks National Youth Week, May 1ST to May 7th. We would like to honor one young person from each city in our Lodge area.

The Fourteenth Annual "Youth Citizen of the Year" Award will be made on Wednesday May 11, 2011. The person must be a resident of your City and have not reached nineteen years of age by May 1, 2011. A peer group or an adult group such as your City Council may select this person. You may make the selection on your own, if you wish. A suggested guideline could be "This individual should be someone who has shown leadership in the community, has contributed voluntary service and is recognized as being an all-around good citizen, of course you may develop your own criteria. This award will be presented as part of a Youth party and Lodge will host Wednesday May 11th. All members of your youth Council" will be invited, as will the "Youth Council's" from other cities in our area.

After you have completed your selection, please complete the enclosed Form by April 28th and submit it to the Bountiful Elks Lodge, C/O Bonnie Campbell, 1058 S. 650 W. Farmington, Utah 84025.

If you have any questions, please contact me at 451-2678 Home.

Sincerely,

Bonnie Campbell
Youth Activities Chairman
Bountiful Elks Lodge # 2442



Bountiful Lodge No. 2442
Benevolent and Protective Order of Elks

P.O. BOX 314
BOUNTIFUL, UTAH 84011-0314

March 31, 2011

Mayor and City Council,

On behalf of the Bountiful Elks Lodge #2442 I am Bonnie Campbell, Youth Activities Chairman.

I am enclosing a proclamation for your signature.

Please return the signed copy to me by April 28th and submit it to the Bountiful Elks Lodge, C/O Bonnie Campbell, 1058 South 650 West Farmington, Utah 84025

If you have any questions, please contact me at 451-2678 home.

Thank you for your support.

Sincerely,

Bonnie Campbell (PER)
Youth Activities Chairman
Bountiful Elks Lodge #2442

CITY COUNCIL AGENDA

For Council Meeting:
April 19, 2011

S U B J E C T: Park Lane Commons Final Plat Approval

ACTION TO BE CONSIDERED:

Re-approve the final plat as corrected.

GENERAL INFORMATION:

See enclosed staff report prepared by Ken Klinker.

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

MAX FORBUSH
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: April 6, 2011

SUBJECT: PARK LANE COMMONS FINAL PLAT APPROVAL

RECOMMENDATION

Re-approve the final plat as corrected and attached for the Park Lanes Commons subdivision due to the developer not recording the previously approved plat by the six month deadline required under City code.

BACKGROUND

The final plat for the Park Lanes Commons Subdivision was approved by the Farmington City Council on May 18, 2010. The plat was not recorded within 6 months of the approval, so it became null and void as of November 18, 2010.

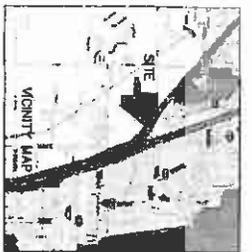
A new final plat has been submitted for approval. The plat has been reviewed and accepted by the reviewing entities.

Respectfully submitted,

Ken Klinker
Planning Department

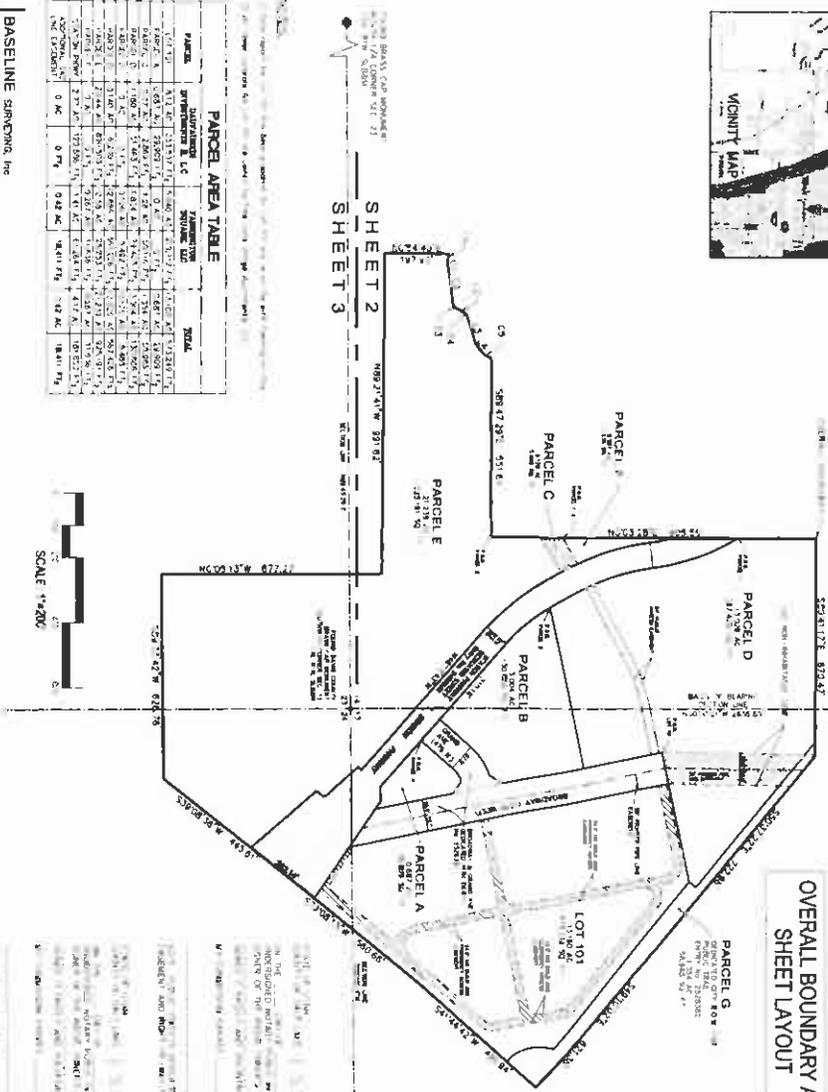
Review and Concur

Dave Milllheim
City Manager



PARK LANE COMMONS
FARRINGTON CITY, DAVIS COUNTY, UTAH

OVERALL BOUNDARY AND SHEET LAYOUT



PARCEL AREA TABLE

PARCEL	AREA (SQ. FT.)	AREA (AC.)
PARCEL A	1,234,567	28.2
PARCEL B	987,654	22.6
PARCEL C	765,432	17.5
PARCEL D	543,210	12.4
PARCEL E	321,098	7.3
PARCEL F	109,876	2.5
PARCEL G	87,654	2.0
LOT 101	65,432	1.5
TOTAL	3,163,812	72.5



THE CITY ENGINEER HAS REVIEWED THE PLANS AND SPECIFICATIONS SUBMITTED FOR THE PROPOSED PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE CITY ZONING ORDINANCES AND THE UTAH SUBDIVISION ACT. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PROJECT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED OR THE SUITABILITY OF THE PROJECT FOR ANY PARTICULAR PURPOSE. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PROJECT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED OR THE SUITABILITY OF THE PROJECT FOR ANY PARTICULAR PURPOSE.

OWNER'S CERTIFICATE

I, the undersigned, being the owner of the above described property, hereby certify that the information furnished in the above described plans and specifications is true and correct to the best of my knowledge and belief, and that I have read and understand the contents of the same, and that I have caused the same to be recorded in the public records of the county in which the same are located.

OWNER'S DECLARATION AND CONSENT TO RECORD

I, the undersigned, being the owner of the above described property, hereby declare that I have read and understand the contents of the above described plans and specifications, and that I have caused the same to be recorded in the public records of the county in which the same are located.

BASELINE SPENDING, Inc.

IRRIGATION COMPANY APPROVAL

SEWER DISTRICT APPROVAL

PLANNING COMMISSION

FARRINGTON CITY ENGINEER

APPROVAL AS TO FORM

CITY COUNCIL APPROVAL

DAVIS COUNTY RECORDER

APPROVED AND RECORDED FOR THE CITY OF FARRINGTON, UTAH, THIS _____ DAY OF _____, 20____.

APPROVED AND RECORDED FOR THE COUNTY OF DAVIS, UTAH, THIS _____ DAY OF _____, 20____.

PARK LANE COMMONS

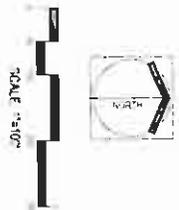
FARRINGTON CITY, DAVIS COUNTY, UTAH

ATTEST: I, CLARENCE M. HARRIS, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office.



SHEET 2
SHEET 3

LINE	BEARING	DISTANCE	AREA	PERIMETER
1	N 0° 54' 40" E	147.51		
2	S 79° 47' 25" W	51.81		
3	S 79° 47' 25" W	51.81		
4	N 0° 54' 40" E	147.51		
5	S 79° 47' 25" W	51.81		
6	S 79° 47' 25" W	51.81		
7	S 79° 47' 25" W	51.81		
8	S 79° 47' 25" W	51.81		
9	S 79° 47' 25" W	51.81		
10	S 79° 47' 25" W	51.81		
11	S 79° 47' 25" W	51.81		
12	S 79° 47' 25" W	51.81		
13	S 79° 47' 25" W	51.81		
14	S 79° 47' 25" W	51.81		
15	S 79° 47' 25" W	51.81		
16	S 79° 47' 25" W	51.81		
17	S 79° 47' 25" W	51.81		
18	S 79° 47' 25" W	51.81		
19	S 79° 47' 25" W	51.81		
20	S 79° 47' 25" W	51.81		
21	S 79° 47' 25" W	51.81		
22	S 79° 47' 25" W	51.81		
23	S 79° 47' 25" W	51.81		
24	S 79° 47' 25" W	51.81		
25	S 79° 47' 25" W	51.81		
26	S 79° 47' 25" W	51.81		
27	S 79° 47' 25" W	51.81		
28	S 79° 47' 25" W	51.81		
29	S 79° 47' 25" W	51.81		
30	S 79° 47' 25" W	51.81		
31	S 79° 47' 25" W	51.81		
32	S 79° 47' 25" W	51.81		
33	S 79° 47' 25" W	51.81		
34	S 79° 47' 25" W	51.81		
35	S 79° 47' 25" W	51.81		
36	S 79° 47' 25" W	51.81		
37	S 79° 47' 25" W	51.81		
38	S 79° 47' 25" W	51.81		
39	S 79° 47' 25" W	51.81		
40	S 79° 47' 25" W	51.81		
41	S 79° 47' 25" W	51.81		
42	S 79° 47' 25" W	51.81		
43	S 79° 47' 25" W	51.81		
44	S 79° 47' 25" W	51.81		
45	S 79° 47' 25" W	51.81		
46	S 79° 47' 25" W	51.81		
47	S 79° 47' 25" W	51.81		
48	S 79° 47' 25" W	51.81		
49	S 79° 47' 25" W	51.81		
50	S 79° 47' 25" W	51.81		
51	S 79° 47' 25" W	51.81		
52	S 79° 47' 25" W	51.81		
53	S 79° 47' 25" W	51.81		
54	S 79° 47' 25" W	51.81		
55	S 79° 47' 25" W	51.81		
56	S 79° 47' 25" W	51.81		
57	S 79° 47' 25" W	51.81		
58	S 79° 47' 25" W	51.81		
59	S 79° 47' 25" W	51.81		
60	S 79° 47' 25" W	51.81		
61	S 79° 47' 25" W	51.81		
62	S 79° 47' 25" W	51.81		
63	S 79° 47' 25" W	51.81		
64	S 79° 47' 25" W	51.81		
65	S 79° 47' 25" W	51.81		
66	S 79° 47' 25" W	51.81		
67	S 79° 47' 25" W	51.81		
68	S 79° 47' 25" W	51.81		
69	S 79° 47' 25" W	51.81		
70	S 79° 47' 25" W	51.81		
71	S 79° 47' 25" W	51.81		
72	S 79° 47' 25" W	51.81		
73	S 79° 47' 25" W	51.81		
74	S 79° 47' 25" W	51.81		
75	S 79° 47' 25" W	51.81		
76	S 79° 47' 25" W	51.81		
77	S 79° 47' 25" W	51.81		
78	S 79° 47' 25" W	51.81		
79	S 79° 47' 25" W	51.81		
80	S 79° 47' 25" W	51.81		
81	S 79° 47' 25" W	51.81		
82	S 79° 47' 25" W	51.81		
83	S 79° 47' 25" W	51.81		
84	S 79° 47' 25" W	51.81		
85	S 79° 47' 25" W	51.81		
86	S 79° 47' 25" W	51.81		
87	S 79° 47' 25" W	51.81		
88	S 79° 47' 25" W	51.81		
89	S 79° 47' 25" W	51.81		
90	S 79° 47' 25" W	51.81		
91	S 79° 47' 25" W	51.81		
92	S 79° 47' 25" W	51.81		
93	S 79° 47' 25" W	51.81		
94	S 79° 47' 25" W	51.81		
95	S 79° 47' 25" W	51.81		
96	S 79° 47' 25" W	51.81		
97	S 79° 47' 25" W	51.81		
98	S 79° 47' 25" W	51.81		
99	S 79° 47' 25" W	51.81		
100	S 79° 47' 25" W	51.81		



SHEET 3 OF 4
DAVIS COUNTY RECORDER
RECORDED
DATE

PARK LANE COMMONS

FARMINGTON CITY DAVIS COUNTY, IOWA

PLAT NO. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

LEGAL DESCRIPTION - PARCEL 101

LEGAL DESCRIPTION - PARCEL 101
A certain lot of land in Farmington City, Davis County, Iowa, containing 0.125 acres, more or less, bounded as follows: North by the 1/2 section line, East by the 1/4 section line, South by the 1/4 section line, and West by the 1/4 section line.

LEGAL DESCRIPTION - PARCEL 102

LEGAL DESCRIPTION - PARCEL 102
A certain lot of land in Farmington City, Davis County, Iowa, containing 0.125 acres, more or less, bounded as follows: North by the 1/2 section line, East by the 1/4 section line, South by the 1/4 section line, and West by the 1/4 section line.

LEGAL DESCRIPTION - PARCEL 103

LEGAL DESCRIPTION - PARCEL 103
A certain lot of land in Farmington City, Davis County, Iowa, containing 0.125 acres, more or less, bounded as follows: North by the 1/2 section line, East by the 1/4 section line, South by the 1/4 section line, and West by the 1/4 section line.

LEGAL DESCRIPTION - PARCEL 104

LEGAL DESCRIPTION - PARCEL 104
A certain lot of land in Farmington City, Davis County, Iowa, containing 0.125 acres, more or less, bounded as follows: North by the 1/2 section line, East by the 1/4 section line, South by the 1/4 section line, and West by the 1/4 section line.

LEGAL DESCRIPTION - PARCEL 105

LEGAL DESCRIPTION - PARCEL 105
A certain lot of land in Farmington City, Davis County, Iowa, containing 0.125 acres, more or less, bounded as follows: North by the 1/2 section line, East by the 1/4 section line, South by the 1/4 section line, and West by the 1/4 section line.

LEGAL DESCRIPTION - PARCEL 106

LEGAL DESCRIPTION - PARCEL 106
A certain lot of land in Farmington City, Davis County, Iowa, containing 0.125 acres, more or less, bounded as follows: North by the 1/2 section line, East by the 1/4 section line, South by the 1/4 section line, and West by the 1/4 section line.

LEGAL DESCRIPTION - PARCEL 107

LEGAL DESCRIPTION - PARCEL 107
A certain lot of land in Farmington City, Davis County, Iowa, containing 0.125 acres, more or less, bounded as follows: North by the 1/2 section line, East by the 1/4 section line, South by the 1/4 section line, and West by the 1/4 section line.

LEGAL DESCRIPTION - PARCEL 108

LEGAL DESCRIPTION - PARCEL 108
A certain lot of land in Farmington City, Davis County, Iowa, containing 0.125 acres, more or less, bounded as follows: North by the 1/2 section line, East by the 1/4 section line, South by the 1/4 section line, and West by the 1/4 section line.

LEGAL DESCRIPTION - PARCEL 109

LEGAL DESCRIPTION - PARCEL 109
A certain lot of land in Farmington City, Davis County, Iowa, containing 0.125 acres, more or less, bounded as follows: North by the 1/2 section line, East by the 1/4 section line, South by the 1/4 section line, and West by the 1/4 section line.

LEGAL DESCRIPTION - PARCEL 110

LEGAL DESCRIPTION - PARCEL 110
A certain lot of land in Farmington City, Davis County, Iowa, containing 0.125 acres, more or less, bounded as follows: North by the 1/2 section line, East by the 1/4 section line, South by the 1/4 section line, and West by the 1/4 section line.

DAVIS COUNTY RECORDER

Sheet 4 of 8
Date: _____
Recorder: _____

CITY COUNCIL AGENDA

For Council Meeting:
April 19, 2011

S U B J E C T: Curb and Gutter on 900 North and 1000 North

ACTION TO BE CONSIDERED:

Authorize and approve the expenditure of \$10,688.40 for the curb and gutter project.

GENERAL INFORMATION:

See enclosed staff report prepared by Walt Hokanson.

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: Walt Hokanson, Public Works Director
Date: April 8, 2011

SUBJECT: CURB AND GUTTER ON 900 NORTH AND 1000 NORTH

RECOMMENDATION

Authorize and approve the expenditure of \$10,688.40 paid from General Ledger account number 38-400-441 for the curb and gutter project. The property owners will pay a portion (equal to one third) before the project is started and make monthly payments until balance is paid (not to exceed 48 months).

BACKGROUND

City Council and staff met with the residents and explained that they would have the option on whether or not they would like to have curb and gutter installed. If they chose to participate, residents would pay for the curb and gutter fronting their own property. Agreements were issued to all affected residents to sign and return regarding their participation in this project. The following residents returned their agreement and wish to participate:

<u>Property Owner</u>	<u>Address</u>	<u>Total Cost</u>
Jared May	984 N. Compton Road	\$3,980.00
Dorothy Mayberry	247 W. 1000 N.	1,800.00
Ralph Gibbons	237 W. 1000 N.	1,800.00
Ross Ferrin	263 W. 1000 N.	1,688.40
Judith Ann Brady & Patrick Hewitt	248 W. 900 N.	<u>1,420.00</u>
	Total	\$10,688.40

1000 North – Install curb and gutter on the south side of the street from Compton Road to and including 237 West. We will match the grade to the existing curb and gutter on the north side of the street.

900 North – Install curb and gutter at 248 West. We will match the grade to the existing curb and gutter on both sides of the street. We sent Kevin Grove at 278 West another copy of the agreement. He told us that they probably did not want curb and gutter but he did want another copy of agreement. If they want curb and gutter it will be easy because the houses on both sides already have it.

Respectfully Submitted,



Walt Hokanson
Public Works Director

Review and Concur,

Dave Millheim
City Manager



CITY COUNCIL AGENDA

For Council Meeting:
April 19, 2011

S U B J E C T: Lease of House on North Main

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson.

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

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
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: April 6, 2011
Subject: **LEASE OF HOUSE ON NORTH MAIN.**

RECOMMENDATION

Approve the continued leasing of the house that is on North Main by the 89 interchange, with what the Council wants as the monthly lease amount.

BACKGROUND

The City since March of 2010 has been renting the house on North Main for \$500.00 a month. The house had not been rented for over a year as the City was told that the developer was going to take the property over for development. That did not occur and so last year the City was approached to rent the house out again. The house was in disarray and so it was decided to only rent it for \$500.00 instead of the \$750.00 per month that had been charged before, in return the new renters would do some needed repairs and upkeep to the house.

In the agreement it states that this is a month to month agreement and it will terminate April 30, 2011. At which time the City Council will evaluate the rental amount. This is to let you know of your obligations and to find out what your desires are to continue this lease and or change the amount of the lease or anything else in the lease.

We have not walked through the house and so we do not know what the living conditions of the house is now, but we think it has been fixed up and is in much better condition today. We think it would be appropriate to continue renting the house, as it would keep the property in good clean condition for the neighborhood. One idea is to keep the rent low so it would be classified as affordable housing in the City. Or the rent could be increased back to the \$750.00 per month as it was before.

Respectfully Submitted,

Review and Concur,

Keith Johnson,
Finance Director

Dave Millheim,
City Manager

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 2nd day of February, 2010, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as "Landlord," and **NATHAN AND JESSICA DRYSDALE**, hereinafter referred to as "Tenants."

RECITALS:

A. Landlord is the record title owner of that certain real property and home thereon located at 1787 North Main Street, Farmington, Utah 84025 (hereinafter referred to as the "Premises").

B. Landlord desires to lease the Premises to Tenants and Tenants desires to lease the Premises from Landlord.

C. The parties desire to formalize their agreement and understandings to writing.

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:

4. **Lease of Premises.** Subject and upon the terms and conditions set forth in this Lease, Landlord hereby leases the Premise to Tenants, and Tenants hereby lease the Premises from Landlord. The Premises are provided to the Tenants without any furnishings.

5. **Term.** This Lease shall be on a month-to-month basis commencing on March 1, 2010, and terminating on April 30, 2011, at which time the rental amount will be evaluated by the City Council.

6. **Rent.** Tenants shall pay to Landlord FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per month as rent, payable in advance on or before the first day of each month. If the rent is not paid within five (5) days after said date, Tenants agrees to pay an additional late charge equal to five percent (5%) of the monthly rental amount. Provision of the five (5) day grace period for late charge purposes shall not affect the status of the rent as past due for purposes of unlawful detainer.

7. **Utilities.** Tenants shall pay in a timely manner all charges for utilities incurred by Tenants on the Premises.

8. **Taxes.** During the term of this Lease, Landlord shall pay and discharge when due all real property taxes, if any, that are or may be levied or assessed with respect to the Premises. Tenants shall be responsible to pay any personal property taxes levied on Tenants' property located on the Premises.

9. **Use.** The Premises shall be used exclusively as a single-family residence. The number of persons there residing shall not exceed the members of Tenants' immediate family,

CITY COUNCIL AGENDA

For Council Meeting:
April 19, 2011

S U B J E C T: Consideration of Hiring a New Auditing Firm

GENERAL INFORMATION:

See enclosed staff report and back-up information 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

City Council Staff Report

To: Mayor and City Council
From: Keith Johnson, Finance Director
Date: April 6, 2011
Subject: **CONSIDERATION OF AUDITING FIRM**

RECOMMENDATION

Choose the audit firm for the City to use as auditors for the next 5 years. I am recommending two options for the Mayor and Council to review and to decide.

BACKGROUND

The City sent out RFP's for auditing services to be contracted for the next 5 years. We received 9 proposals. After reviewing the proposals and talking with several of the references and cities that use these firms. I have come to 2 recommendations.

The first is to stay with Ulrich & Associates as they are our current auditors and have done a tremendous job for the City. Their fee is higher than some of the others, but the main reason I recommend them is that they know our system and know our processes and so it makes it easier for our small staff to take care of the audit needs. If we change auditors for the first year or two it will take extra time for us and the auditors to do the audit, and to learn each others systems and processes.

If the Mayor and Council want to go with a lower priced proposal and want to make the change, then I would recommend that the City chooses Jensen & Keddington. I received great comments from other cities about their work and they have done many CAFR's so they know how to do one for us. I think they would do a good job for us.

I have enclosed a memo with more details and information about these choices.

Respectfully Submitted,

Keith Johnson,
Finance Director

Review and Concur,

Dave Millheim,
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
April 19, 2011

SUBJECT: City Manager Report

1. Upcoming Agenda Items
2. Veterans Memorial Schedule

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

May 3, 2011 - Staff Reports Due: April 22nd

Action Items:

- Approval of Minutes of Previous Meetings
- Retail Fireworks Ordinance
- Miscellaneous Zone and Subdivision Text Changes
- Miscellaneous Sign Ordinance Amendments
- Preliminary Master Plan Approval – Villa Susan PUD
- Approval of Resolution to Consider Boundary Adjustment with Fruit Heights

Summary Action Items:

- Spring Clean up Draft Notice
- Amendment to the Code Enforcement Ordinance (Abe a Deputy)
- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Disbursement Lists

Discussion Items:

- Agreement to Release Easements for the West Farmington Lateral System
- Mayor & City Council Reports
- Executive Summary from Planning Commission



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

To: Dave Millheim, City Manager

From: Neil Miller, Parks and Recreation Director

Date: March 24, 2011

SUBJECT: Veterans Memorial Time Line

TIMELINE PROPOSAL

In preparation for the construction of the Veterans Memorial, to be located at the Farmington City Cemetery, the following construction timeline is proposed:

- By June 17, 2011: Request that money for the project is secured.
- June 20-24, 2011: Dig out for the footings and flat work. By end of week have conduits and pole bases completed.
- Week of June 27, 2011: Pour footings, place flag pole bases and start setting cinder blocks.
- Week of July 11, 2011: Begin installing rock work and flat work.
- Week of August 29, 2011: Install granite face plates.
- Week of September 12, 2011: Start install of all military emblems.
- Week of September 26, 2011: Install dedication plaques.

Respectfully Submitted,

Neil Miller
Parks and Recreation Director

CITY COUNCIL AGENDA

For Council Meeting:
April 19, 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.