AMENDED CITY COUNCIL AGENDA

Ribbon Cutting Ceremony for New City Hall at 5:30 p.m.

WORK SESSION: A work session to review the City Council agenda items will be held at 6:00 p.m. in the City Council work room (second floor) of the City Hall. The following will be discussed:

1. **Neil Miller - Festival Days** 5
2. Call Center Issue 10
3. Review E & H Land letter. 10
4. Public notice process discussion. – 10
5. ~~Garbage Collection Contract Extension~~
6. Review of council agenda items.

FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, July 20, 2010, 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 1. Roll Call (Opening Comments/Invocation) Pledge of Allegiance

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:05 2. Planning Commission Report

PUBLIC HEARINGS:

7:15 3. Public Hearing: Consideration of Ordinance vacating a public utility easement on Lot 220 Point of View subdivision, Phase 2.

PRESENTATION OF PETITIONS AND REQUESTS:

7:20 4. Request from Stapp Construction to lease old City shop building and property at 42 North 650 West.

7:25 5. Park Lane ~~Village~~ Commons trail park impact fee credit issue pertaining to City engineering costs.

SUMMARY ACTION:

7:30 6. Minute Motion Approving Summary Action List

- Ratification of Approvals of Construction & Storm Water Bond Agreement.

- Authorization to sell surplus ambulance to Sunset City for $19,500.
- Approval of amendments to settlement agreement with F. Jay Parker, etal.

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS

7:35 7. Amended Development Agreement with CenterCal regarding Station Park Development.

7:40 8. UTA/City Trail Agreement.

7:45 9. Resolution amending City cemetery Rules & Regulations.

7:50 10. Resolution amending the City's consolidated fee schedule pertaining to the sale of the "right to burial" fees and the repurchase of the same by the City from interested parties.

7:55 10A. Approval of Resolution with Davis County Planning relating to conduct of Community Development Block Grant Program

OLD BUSINESS:

7:55 11. City Manager's Report
-New City Hall Issues/ Change Orders Review
-Maintenance proposal arranged by City Manager and Jim & Shellie Christensen
- Surplus sale of City property at City Hall

GOVERNING BODY REPORTS:

8:00 12. Mayor Harbertson's Report

8:10 13. City Council Reports

MISCELLANEOUS:

8:15 14. Miscellaneous
a. Miscellaneous items.
b. Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

NOTICES OF COMMUNICATION

8:20 15. Items of General Correspondence

8:30 **ADJOURN**

DATED this 19th day of July, 2010.

FARMINGTON CITY CORPORATION

By: Margy L. Lomax
Margy L. Lomax, 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 Margy Lomax, City Recorder, 451-2383, at least 24 hours prior to the meeting.

***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 Margy Lomax, City Recorder, 451-2383, at least 24 hours prior to the meeting.

Agenda Item 1

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

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

It is requested that Mayor Harbertson give the invocation/opening comments to the meeting and that Council Member John Bilton lead the audience in the Pledge of Allegiance.

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

Agenda Item 2

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20,2010

Petitioner _____

S U B J E C T: **Planning Commission Report**

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

To be given at City Council Meeting by the Chair or a member of the staff. See enclosed Planning Commission packet and related information.

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

FARMINGTON

HISTORIC BEGINNINGS • 1847

Farmington City Planning Commission

July 15, 2010

AGENDA
PLANNING COMMISSION MEETING
July 15, 2010

Public Meetings at Community Center, 120 South Main

Study Session: 6:30 p.m.
Regular Session: 7:00 p.m.

(Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be limited to 3 minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed 5 minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the Planning Department prior to noon the day before the meeting.)

(7:00) 1. Minutes

(7:05) 2. City Council Report

SUBDIVISION APPLICATION

(7:10) 3. Merrill Law – (Public Hearing) – Applicant is requesting a recommendation of approval for a schematic subdivision plan for a proposed flag lot subdivision on property located at 661 West 1400 North. (S-6-10)

OTHER BUSINESS

(7:20) 4. Miscellaneous, correspondence, etc…

a. Current Development Report
b. Other

5. Motion to Adjourn

Please Note: Planning Commission applications may be tabled by the Commission if: 1. Additional information is needed in order to take action on the item; OR 2. if the Planning Commission feels there are unresolved issues that may need additional attention before the Commission is ready to make a motion. No agenda item will begin after 10:00 p.m. without a unanimous vote of the Commissioners. The Commission may carry over Agenda items, scheduled late in the evening and not heard to the next regularly scheduled meeting.

Posted July 9, 2010

Glenn Symes

Glenn Symes, AICP
Assistant City Planner

FARMINGTON

HISTORIC BEGINNINGS • 1847

Planning Commission Staff Report
July 15, 2010

Item 3: Merrill Law Flag Lot Schematic Subdivision

Public Hearing:	Yes
Application No.:	S-6-10
Property Address:	661 West 1400 North
General Plan Designation:	LDR (Low Density Residential)
Zoning Designation:	LR (Large Residential)
Area:	1.68 acres
Number of Lots:	2
Property Owner:	Merrill Law
Agent:	Merrill Law

Request: *Applicant is requesting a recommendation for a schematic flag lot subdivision on property located at 661 West 1400 North.*

Background Information

The applicant is requesting a recommendation for a schematic subdivision plan for a flag lot on property located at 661 West 1400 North. The property is approximately 1.68 acres and is located to the east of and parallel to Main Street between 1300 and 1400 North. The property sits on the old Bamberger rail line and is a very flat piece on an otherwise sloped hillside. The proposed flag lot is to have one additional lot on the southern portion of the property with the stem accessing 1400 North.

Zoning and Flag Lots

The current zoning for the property is LR or Large Residential. The zoning designation was changed in June when the initial application was submitted. Flag lots may be approved in any residential zones which would include all of the single-family residential zones, the multi-family residential zones and in the Agricultural zones as residential uses are a permitted use. The standards for flag lots are found in the City's Subdivision Ordinance in Section 12-7-030 (10). The ordinance states that a flag lot may be approved if a standard subdivision is not feasible due to topographic conditions or unusual parcel dimensions or configurations. The property does have both dimensional and topographic limitations associated with it. The parcel has direct access only on 1400 North and is not wide enough for two standard lots. However, the size of the property would suggest a subdivision of some kind is possible and appropriate. The flag lot provision is designed for such circumstances. There are other requirements set forth in the ordinance for flag lots regarding dimensional requirements, stem lengths and widths and lot size calculations.

Conservation Subdivisions

The applicant had requested a zone change in conjunction with the flag lot subdivision. Since a flag lot may be approved in either the previous zone or the existing zone, the main reason for the zone change request was for a change in minimum lot size requirements. Under the A zone classification the minimum lot size for a standard subdivision is two acres. The minimum lot size under the LR zone is 20,000 square feet or just less than one-half acre. If an applicant wishes to reduce the minimum lot size from that which is listed in any zone, the applicant may proceed with the development as a conservation subdivision or a planned unit development. The applicant may also request a waiver to the conservation subdivision requirements if the proposed subdivision has unusual circumstances associated with it. In the case of both the conservation subdivision and the waiver, the minimum lot size would be cut in half. Since the requested zone change was approved and if the conservation subdivision waiver is granted, the minimum lot size for a subdivided lot would be 10,000 square feet. In the case of flag lots, only one lot may be created from the stem access. This means that even though the property is 1.68 acres and the minimum lot size potentially could be as small as 10,000 square feet, only one new lot could be created with the proposed subdivision. The lot width would allow only one front lot with one single stem leading to the flag lot and the limitation on stem access would prohibit any further flag lots behind the front lot. The plan currently shows the front lot at approximately 16,000 square feet. With a conservation subdivision waiver, the front lot would be in compliance.

One of the provisions set forth in the conservation subdivision requirement section is a provision which allows the City to require comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value. The reason for this is that with conservation subdivisions comes open space or some other type of public amenity. A waiver would allow an applicant to benefit from smaller lot sizes without providing any public amenity. This provision simply allows the developer to offer compensation that is not typical of a conservation subdivision or that is not viable due to unusual property conditions. Staff would like to explore several options with the applicant with regard to compensation in exchange for a conservation subdivision waiver. Specifically, staff would like to propose a trail access of some kind along the eastern portion of the subject property. This idea has been discussed for many years and would connect the subdivisions along 1300 North with the trail system north of 1400 North without a person having to descend to Main Street to make this connection. Since this subdivision is in a schematic phase, staff would like to explore this option with the applicant further and will have further suggestions and recommendations at the meeting.

Possible Motions:

Move that the Planning Commission recommend approval of a schematic subdivision plan for a proposed flag lot on property located at 661 West 1400 North with the following conditions:

1. The applicant continue to work with staff to address any comments or changes to the plans necessary for compliance with the provisions set forth for flag lots.
2. A conservation subdivision waiver must be granted by the City Council to allow a reduction in the minimum lot size to accommodate the front lot.

-AND-

Move that the Planning Commission recommend approval of a conservation subdivision waiver for a proposed flag lot subdivision located at 661 West 1400 North with the following condition(s):

1. The applicant and the City continue to work to agree upon comparable compensation for a conservation subdivision waiver as set forth in Section 11-12-065 of the Farmington Zoning Ordinance.

Findings

1. A zone change has been approved and if a conservation subdivision waiver is granted, the proposed subdivision will meet all necessary requirements for a flag lot subdivision.
2. There are unusual circumstances associated with this property in that it is a long, narrow piece of property with accessible frontage only on 1400 North which is too narrow for a second standard lot.
3. The requested zone change was consistent with the general plan and therefore a subdivision in the LR zone would not create a subdivision that is significantly more impactful than those which currently exist.
4. A conservation subdivision is difficult and not recommended on this property as there would not be a sufficient amount of open space generated to be a significant public amenity.

-OR-

Move that the Planning Commission table the proposed subdivision to allow staff and the applicant to gather any necessary information regarding the application.

Supplemental Information

1. Proposed schematic subdivision plan
2. Flag lot provision of the City's Subdivision Ordinance
3. Conservation subdivision waiver provision of the City Zoning Ordinance
4. Vicinity Map

Applicable Ordinances

1. Title 11, Chapter 12 – Conservation Subdivisions
2. Title 12, Chapter 6 – Major Subdivisions

Location

Being a part of the Southeast Quarter of Section 12, T.3N., R.1W., S.L.B.&M. in Farmington City, Davis County, Utah. The street address for this property is 841 West 1400 North, Farmington Utah.

Boundary Description

Description of Parcel #1
(Which includes Parcels #3 and #4 of this survey)

Beginning at a point on the Northwest boundary of Hidden Meadow Subdivision which point is N89°05'50"E 78.90 ft along the Section Line and N18°40'00"W 13.49 ft along the Northeast boundary of State Highway 106 (a 66 ft wide Road) and N54°36'55"E 381.70 ft along said Northwest boundary of Hidden Meadow Subdivision from the South Quarter Corner of Section 12, T.3N., R.1W., S.L.B.&M. and running thence N19°30'06"W 80.32 ft; thence N47°24'51"W 176.06 ft; thence N34°36'55"E 20.47 ft; thence N47°24'51"W 21.80 ft along the westerline line of the former Bamberger Railroad Right of Way; thence S42°35'09"W 33.13 ft; thence along said Bamberger Railroad Right of Way and on existing fence in the following three courses: (1) N47°24'51"W 60.59 ft; (2) N39°14'19"W 89.58 ft; (3) N47°33'19"W 68.93 ft; thence N47°26'55"W 69.42 ft; thence N47°33'19"W 150.00 ft; thence along the boundary of Farmington Orchards Subdivision No. 1 in the following four courses: (1) Northeasterly 17.89 ft along the arc of a 420.00 ft radius curve to the right through a central angle of 02°43'47" (chord bears N39°55'36"E 17.89 ft); (2) Northeasterly 14.16 ft along the arc of a 434.55 ft radius curve to the left through a central angle of 1°56'08" (chord bears N40°33'21"E 14.15 ft); (3) N41°33'19"W 60.00 ft; thence N48°26'41"E 69.42 ft; (4) to the most westerly corner of Lot 78 of said Farmington Orchards; thence S47°33'19"E 192.81 ft along said boundary of Farmington Orchards Subdivision No. 1 and Lot 311 of Hidden Meadow Subdivision No. 3; thence along said Northwest boundary of Hidden Meadow Subdivision the following two courses to the point of beginning: (1) S39°14'19"E 150.00 ft; (2) S54°36'55"E 15.53 ft.

Containing 1.1035 Acres

Description of Parcel #2
Beginning at a point on the Boundary of Farmington Orchards Subdivision No. 1 which point is N89°05'50"E 78.90 ft along the Section Line and N18°40'00"W 13.49 ft along the Northeast boundary of State Highway 106 (a 66 ft wide Road) and N54°00'00"E 211.98 ft along said Northwest boundary of Farmington Orchards Subdivision No. 1 from the South Quarter Corner of Section 12, T.3N., R.1W., S.L.B.&M. and running thence along the boundary of Farmington Orchards Subdivision No. 1 in the following two courses: (1) N47°00'00"E 33.00 ft; (2) Northeasterly 74.55 ft along the arc of a 420.00 ft radius curve to the right through a central angle of 10°10'13" (chord bears N52°05'06"E 74.45 ft); thence S38°33'19"E 150.00 ft; thence S48°26'41"W 69.87 ft; thence N47°33'06"W 133.85 ft along an existing fence on the Westerly Line of the former Bamberger Railroad Right of Way to the point of beginning.

Containing 15,047 sq.ft

Description of Parcel #3
(To be Purchased from Sandra Dowdle)
Beginning at a point on the Northwest boundary of Hidden Meadow Subdivision which point is N89°05'50"E 78.90 ft along the Section Line and N18°40'00"W 13.49 ft along the Northeast boundary of State Highway 106 (a 66 ft wide Road) and N54°36'55"E 381.70 ft along said Northwest boundary of Hidden Meadow Subdivision from the South Quarter Corner of Section 12, T.3N., R.1W., S.L.B.&M. and running thence N19°30'06"W 80.32 ft; thence N34°36'55"E 20.47 ft; thence S47°24'51"E 176.06 ft along the Westerly Line of the former Bamberger Railroad Right of Way; thence along said Northeast boundary of Hidden Meadow Subdivision in the following two courses to the point of beginning: (1) S42°23'11"W 4.23 ft; (2) S54°36'55"W 15.53 ft.

Containing 1,837 sq.ft

Description of Parcel #4
(To be Purchased from Robert Ward)
Beginning at a point which is N89°05'50"E 78.90 ft along the Section Line and N18°40'00"W 211.49 ft along the Northeast boundary of State Highway 106 (a 66 ft wide Road) and N54°36'55"E 7.60 ft from the South Quarter Corner of Section 12, T.3N., R.1W., S.L.B.&M. and running thence N47°24'51"W 126.05 ft; thence N34°36'55"E 20.47 ft; thence S47°24'51"E 123.97 ft along an existing fence line on the Westerly Line of the former Bamberger Railroad Right of Way; thence S54°36'55"W 20.47 ft to the point of beginning.

Containing 2,547 sq.ft

Description of Parcel #5
(To be Purchased from Jon Bergen)
Beginning at a point which is N89°05'50"E 78.90 ft along the Section Line and N18°40'00"W 311.49 ft along the Northeast boundary of State Highway 106 (a 66 ft wide Road) and N54°36'55"E 25.34 ft from the South Quarter Corner of Section 12, T.3N., R.1W., S.L.B.&M. and running thence N47°24'51"W 23.10 ft; thence N67°39'11"W 21.07 ft; thence S47°24'51"E 71.62 ft along an existing fence line on the Westerly Line of the former Bamberger Railroad Right of Way; thence S54°36'55"W 20.47 ft to the point of beginning.

Containing 453 sq.ft.

Narrative

Purpose of Survey

Mr. Law desires to divide his current property into ten parcels with the intention of constructing a home on one of the parcels. He's also desires to increase the width of a property by acquiring a strip of right of way 23 ft wide from three of the adjacent properties.

Basis of Establishment

We were able to field locate four monuments as shown on 1990 North Street with the Hidden Meadow Subdivision. We conducted GPS readings on all four of these monuments and found a high degree of accuracy. From this information we were able to establish all corners of the property along the GPS system and other conventional methods.

Found Monuments

As mentioned we found four brass monuments on 1990 North street as shown hereon.

Surveyor's Certificate

I, David K. Balling, do hereby certify that I am a Professional Land Surveyor holding Certificate No. 175314 as prescribed under the laws of the State of Utah and that I have made a survey of the property shown and described hereon and that this survey is correct.

June 30, 2010 — David K. Balling (the Surveyor)

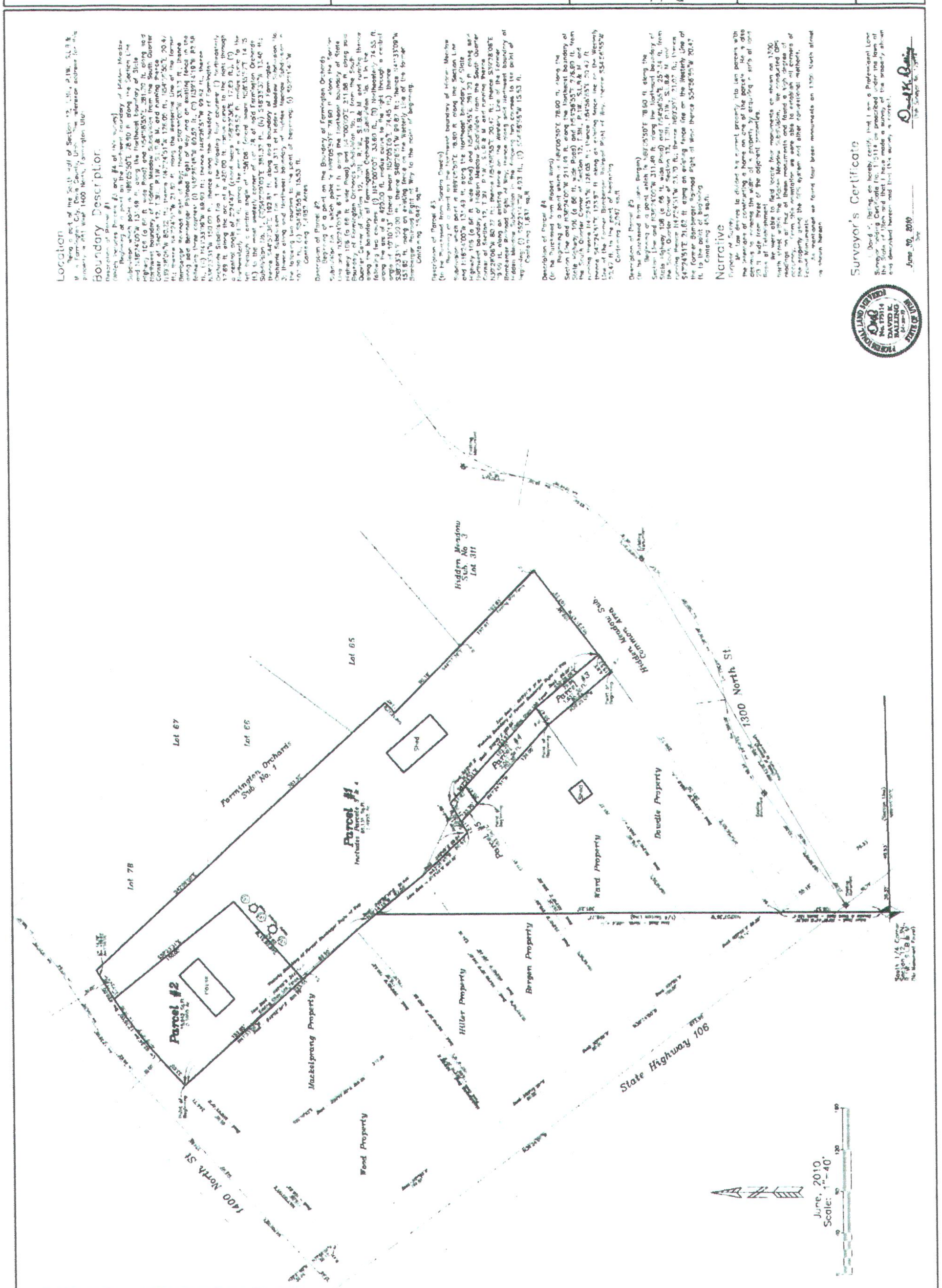
PROFESSIONAL LAND SURVEYOR No. 175314 DAVID K. BALLING — STATE OF UTAH

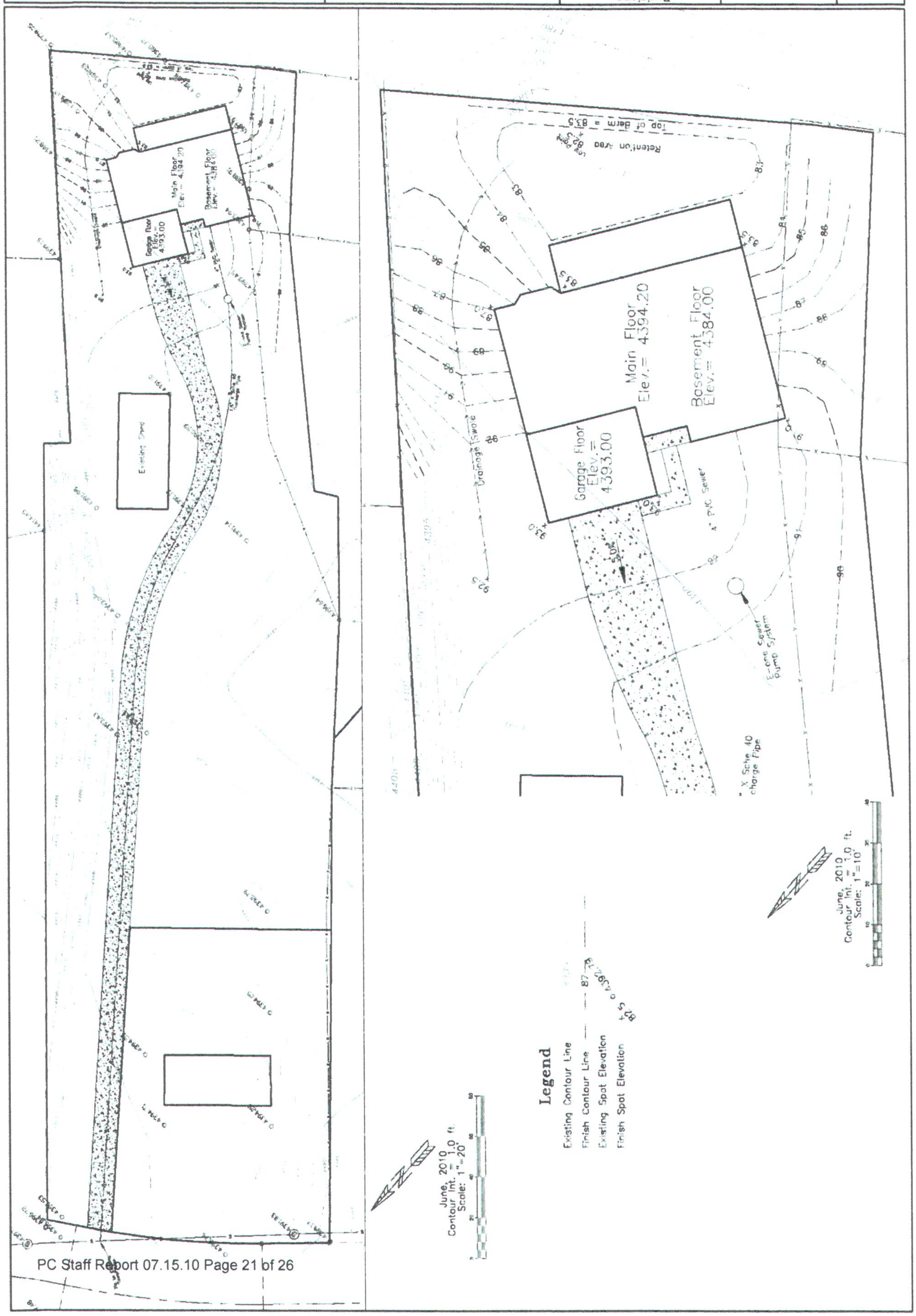
Revisions		
Date	Description	By

Merrill Law
Boundary Survey
For Merrill Law
1174 North Main St.
Farmington Utah.
Phone: 801 451-2862

Surveyor
Date Surveyed
Drafted
Checked By
Date Approved
File Number

Balling Engineering
Civil Engineering • Surveying • Planning
323 E. Pages Lane
Centerville, Utah 84014
Phone: (801) 295-7237
Fax: (801) 299-0419





Revisions		
Date	Description	By

Merrill Law

Site Plan

For Merrill Law
1474 North Main St.
Farmington Utah.
Phone: 801 451-2862

Balling Engineering

Civil Engineering • Surveying • Planning

323 E. Pages Lane
Centerville, Utah 84014
Phone: (801) 295-7237
Fax: (801) 298-0419

Surveyor XXX
Date Surveyed XXX
Drafting XXX
Checked By XXX
Date Approved
File Number

example, phase two would be numbered 201, 202, 203, etc.

(9) Except for group dwellings and planned unit developments, as specifically authorized by this Title and the Zoning Ordinance, not more than one dwelling unit shall occupy any one lot.

(10) Flag lots may be approved by the Planning Commission in any residential zone where, due to unusual parcel dimension, configuration, or topographic conditions, traditional lot design is not feasible. Approval of flag lots shall not be permitted solely on the basis of economic benefit. Such lots shall meet the following criteria:

(a) The stem of the lot shall be not less than twenty feet (20') in width and shall not exceed one hundred fifty feet (150') in length;

(b) The stem of the lot shall serve one lot only and shall have direct access to a dedicated and improved street;

(c) The nearest fire hydrant shall be located no further than one hundred fifty feet (150') from the nearest corner of the proposed building on the lot; and

(d) The body of the lot shall meet the lot size and dimensional requirements of the applicable zone. The stem area shall not be used in computing lot size. Proposed buildings shall comply with the minimum setbacks required for the zone. Determinations as to which are the front, side, and rear setbacks shall be made by the Zoning Administrator at the time a building permit is requested and shall be based on the orientation of the proposed home on the lot.

(e) The number of flag lots shall not exceed ten percent (10%) of the total lots in the subdivision unless it is determined by the City that the property could not reasonably be developed otherwise.

(11) On lots with available access only onto a Major Arterial, Minor Arterial or Major Collector Street, a circular drive or some other type of vehicular maneuvering area shall be provided to enable vehicles to enter traffic moving forward rather than backing. The minimum depth of such lots shall be not less than one hundred ten feet (110').

12-7-040 Streets.

(1) All streets shall be designated and constructed with the appropriate street classification requirements specified herein:

STREET CLASSIFICATION

(b) Option Two: Enhanced Conservation. Option Two Conservation Subdivision provides for residential development at the base density permitted in the relevant zone plus any corresponding increased density incentive as provided herein for Option Two Conservation Subdivisions. In order to obtain the increased density incentive provided herein for an Option Two Conservation Subdivision, the development must utilize a conservation design which sets aside and preserves all constrained and sensitive lands, natural hazards and resources, and provides the required increased percentage of conservation land within the development.

11-12-050 Approval Process.

Applications for a Conservation Subdivision shall be submitted and processed in accordance with the requirements and procedures set forth in the City Subdivision Ordinance, including submission and approval of schematic, preliminary and final plans or plats, and any additional procedural requirements set forth in this Chapter, including, but not limited to, submission of a Subdivision Yield Plan, Sensitive Area Designation Plan and/or Master Development Plan.

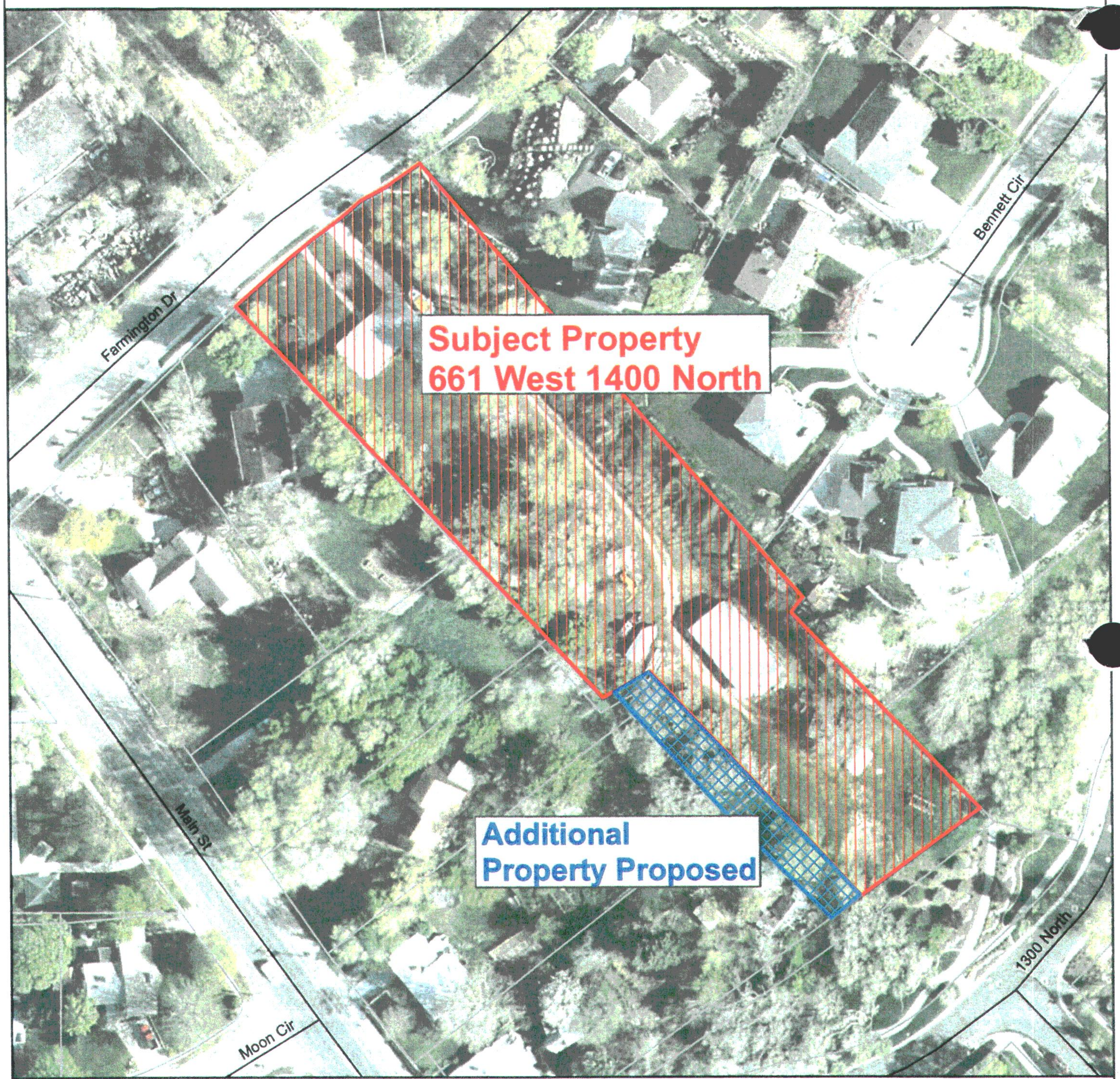
11-12-060 Development Activities Prohibited.

In order to ensure the preservation and enhancement of existing conditions of certain property within the City, including, but not limited to, constrained and sensitive lands, natural and cultural resources, wildlife habitat and other unique and sensitive lands, no new development activity shall be permitted on property proposed for development as a Conservation Subdivision prior to final plat approval as provided herein. Upon final plat approval, all development activity shall be conducted in accordance with and subject to applicable permit and development approval processes required by City Ordinances, rules and regulations. For purposes of this Section, "development activity" shall include any disturbance or alteration of the property in any way, but shall not include continuation of any currently existing permitted use of the property.

11-12-065 Waiver.

Subject to the provisions set forth herein, any provision of this Chapter may be waived by the City upon a vote of not less than four (4) members of the City Council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the City Council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this Chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value.

Proposed Flag Lot Subdivision



Legend

- City Boundary
- Parcels
- Roads
- Scenic Byway Overlay

Map not to scale

Farmington City
Planning Department
July 9, 2010

N
W E
S

Zoning

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

FARMINGTON
HISTORIC BEGINNINGS · 1847

Agenda Item 3

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

SUBJECT: ~~**Public Hearing:**~~ Consideration of ~~Ordinance~~ Revocation and Abandonment of Easement vacating the public utility easement on Lot 220 Pointe of View subdivision, Phase 2.

ACTION TO BE CONSIDERED:

Minute motion approving the public utility easement vacation.

GENERAL INFORMATION:

Please see enclosed staff report.

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

Memorandum

To: Mayor and City Council

From: Glenn Symes, AICP, Assistant City Planner

RE: Jefferies Easement Vacation

Date: July 14, 2010

Rhett Jefferies contacted the City about the possibility of an easement vacation for a recorded public utility easement on his property at 1172 Robyn Way. The easements Mr. Jefferies would like to have vacated are the 10' public utility easement on the north side and east rear property lines. Mr. Jefferies has contacted each of the utility companies and has received approval for the vacation. The City has no utilities within the easements so the vacation of said easements will cause no problems for future City infrastructure needs. As the Council may remember, City staff recently amended the City's Subdivision ordinance to require only front utility easements and to no longer require the side and rear easements. As with this case, the majority of public utility easements located on the sides and the rear of the property are never needed. The lack of use is what prompted the amendment.

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

July 12th 2010

Dear Mayor of Farmington City and Farmington City Council

I would like to build a shed on my lot in the North East corner, lot #220 in subdivision Point of View phase 2.

Currently the four utility companies have easements on the North and East property line. I also have a Weber Water Irrigation easement through the middle of the back of my lot running north to south. I have had the property Blue Staked to verify that the four utility companies are not using this easement. I have also obtained permission from the utility companies to use the easement. (see attachment)

I understand from each of the utility companies that the preferred method to deliver utilities is using the street side of the property. Since the lots to the North and South are developed and the property to the East is owned by the city I see no reason to have these easements stay in force.

My request to the city of Farmington is to have the easements held by the four utility companies vacated so that I may have the use of the North East corner of my lot. With the irrigation easement that will never be vacated I have limited use of my property and this will allow me to make good use of this space.

Thanks for your consideration

Rhett W. Jefferies
1172 Robyn Way
Farmington Utah 84025

Proposed Easement Vacation
1172 Robyn Way

Legend

- City Boundary
- Parcels
- Roads
- Scenic Byway Overlay

Map not to scale

Farmington City
Planning Department
July 14, 2010

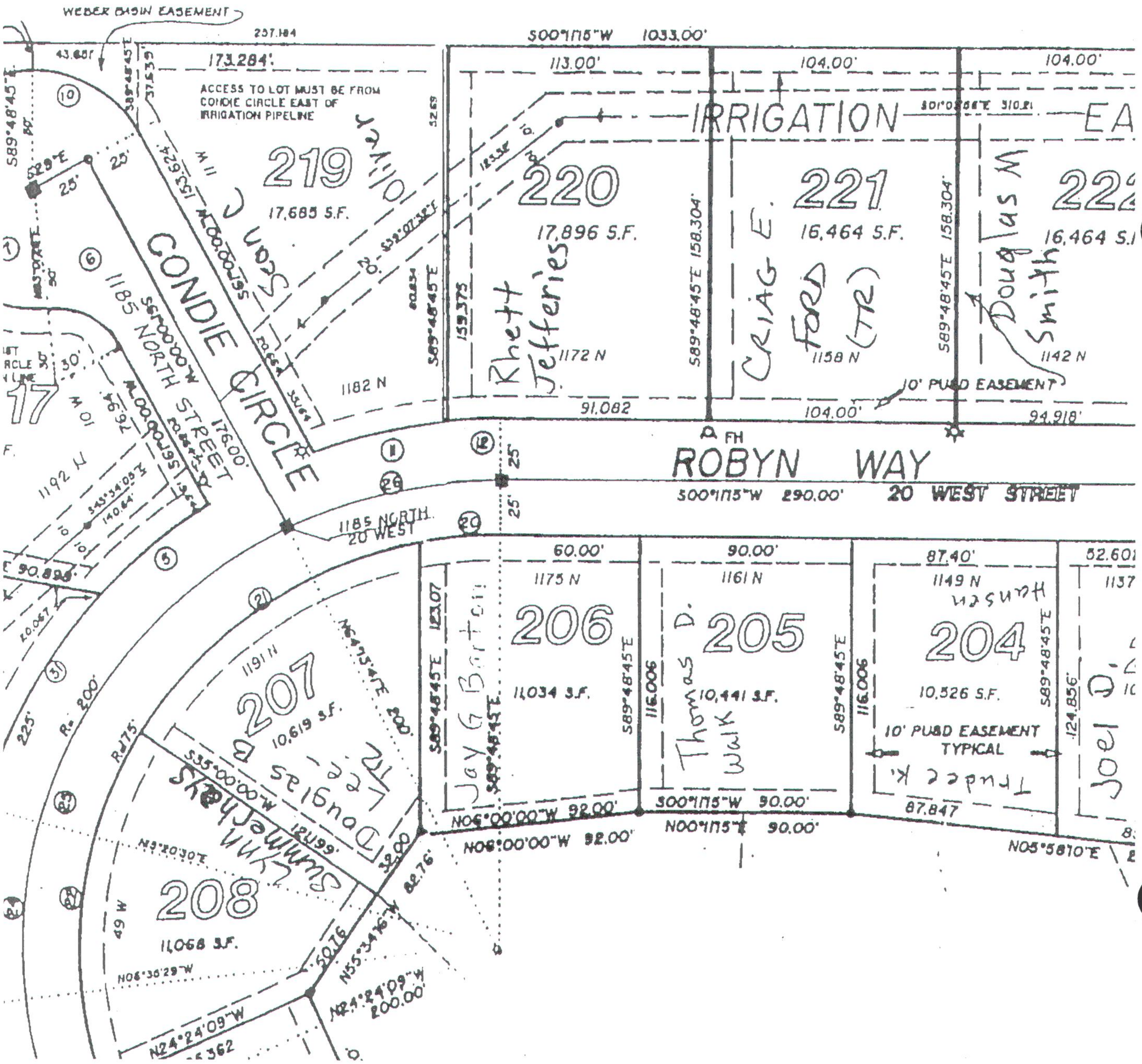
N
W E
S

Zoning

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

FARMINGTON

HISTORIC BEGINNINGS · 1847


WEBER BASIN EASEMENT
ACCESS TO LOT MUST BE FROM CONDIE CIRCLE EAST OF IRRIGATION PIPELINE
IRRIGATION EA
219
17,685 S.F.
220
17,896 S.F.
221
16,464 S.F.
222
16,464 S.F.
Rhett Jefferies
Craig E. Ford (TR)
Douglas M Smith
10' PUBD EASEMENT
CONDIE CIRCLE
1185 NORTH STREET
ROBYN WAY
20 WEST STREET
1185 NORTH 20 WEST
206
11,034 S.F.
205
10,441 S.F.
Thomas D. Walk
204
10,526 S.F.
10' PUBD EASEMENT TYPICAL
Trudee K.
Joel D.
207
10,619 S.F.
208
11,068 S.F.
Douglas E. Tree
Sylvia Williams

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

6/28/2010

To whom it may concern,

Rocky Mountain Power does not have underground power lines in the utility easements along the NORTH and EAST property lines at 1172 ROBYN WAY, 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

Estimator

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

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 220, Point of View Subdivision, located in the Northwest quarter of Section 18, Township 3 North, Range 1 East, 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 June 28, 2010.

QUESTAR GAS COMPANY

By: Todd C. Cassity
Attorney-In-Fact

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

On June 28, 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.

NOTARY PUBLIC
Daryn D.Christensen
1140 W. 200 S., PO Box 45360
Salt Lake City, Utah 84145
My Commission Expires
September 1, 2010
STATE OF UTAH

Notary Public

Comcast Cable
1350 E Miller Ave
Salt Lake City, UT 84106

June 25, 2010

Mr. Red Jeffries
1172 North Robyn Way
Farmington, UT 84025

Dear Mr. Jeffries,

Comcast of Utah II grants you permission to encroach on the public utility easement located along the north and east sides of the property located at 1172 North Robyn Way, Farmington, Utah.

Sincerely,

Gary Goldstein
Design and Planning

Agenda Item 4

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

S U B J E C T: Request from Stapp Construction to lease old City shop building and property at 42 North 650 West.

ACTION TO BE CONSIDERED:

Minute motion to either approve or reject the Stapp request.

GENERAL INFORMATION:

See enclosed letter or request submitted by Stapp Construction. City Manager is recommending against approving this request because presently CenterCal is leasing the property and the City is using part of the building. A third party would complicate the use and scheduling of the building. The original plan if the City was ever going to sell the building was to not sell it for a maintenance yard for a construction company.

STAPP CONSTRUCTION
STAPPCONSTRUCTION.COM | 649 W 250 S FARMINGTON, UTAH 84025 | P 801-451-6071 | F 801-451-8224

July 6, 2010

Dear, Max Forbush and Whom It May Concern:

We at Stapp Construction are interested in leasing Farmington City's old city shop. Greg Stapp has owned and operated Stapp Construction for the last 30 years. It has grown to the point that his home garage (down the street from Farmington's Shop) is not big enough to maintain our construction fleet. Greg's sons Jared and Zak have taken a vested interest in the company and along with Greg are looking to expand and grow their business. We would like to lease a portion of the city shop to be able to do mechanical repairs and store some of our equipment; we could also offer our construction services as trade for shop space. We are aware that CenterCal Properties is leasing office space until 2012. Our ultimate interest would be to purchase the building and land to operate Stapp Construction out of. If office space were available now we would consider leasing it to run our Offices out of which are currently being run from Greg's basement.

Along with the current Farmington City Shops Stapp Construction would be a good fit for that location and would maintain a well-organized yard and shop. We would like an opportunity to discuss options please contact us as soon as possible.

Sincerely,

Greg Stapp
Jared Stapp
Zak Stapp

Contact Jared at 801-430-2385 or jared@stappconstruction.com

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

Agenda Item 5

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

S U B J E C T: Park Lane Village Trail Park Impact Fee Credit Issue Pertaining to City Engineering costs.

ACTION TO BE CONSIDERED:

Amend the Development Agreement with Park Lane Village or Commons allowing a credit of $330,000 instead of $325,000 or minute motion requiring the Haws company to live within the $325,000 credit with the City being reimbursed by them for the cost of engineering services to require the right of way option from UDOT to access the trail under Park Lane.

GENERAL INFORMATION:

See copy of Development Agreement for Park Lane Commons.

Write letter to Rich

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

drawings to the City for approval, such approval not to be unreasonably withheld. Developer shall then construct the trail improvements, all as generally shown on Exhibit "E". To the extent there are substantial changes in the design, Developer shall obtain the reasonable approval from the City.

iii. The City shall provide reimbursement and/or grant credits against impact fees at the time they are due in the amount of Three Hundred Twenty-Five Thousand Dollars ($325,000) (the "Trail Budget")for all costs and expenses related to the Trail, which amount does not include any value for the land which is being dedicated to the City by the Developer without payment. To the extent that those costs incurred by Developer in constructing the Trail improvements are less than the Trail Budget, then upon completion Developer shall remit the difference to the City. To the extent said improvements are in addition to the Trail Budget, Developer shall bear the costs of those additions. In the event the Developer elects to receive a credit against the impact fees due and owing, at the time such fees are due and owing the City shall issue a credit Waiver Letter to the Developer, which letter may be relied upon by third parties as satisfaction up to the amount credited for such fees that be may be owing. It is the intent of the parties that in the event the Developer elects to pay, or cause to be paid through a third party, fees that are to be reimbursed as provided for in agreements with the City, the City shall immediately and forthwith reimburse Developer in the same amount as any Parks, Trails and Recreation impact fee credit which would have been granted had the Developer elected to re receive credits

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e. Building Permits. The Central Davis Sewer District (CDSD) Master Plan(s) shows a proposed sewer lift station to serve the Property, as illustrated in Exhibit B. Developer shall make arrangements with and shall comply with the reasonable requirements of the Central Davis Sewer District to provide public sanitary sewer service to the Project and all phases thereof. The City agrees to cooperate with the Developer and CDSD to coordinate necessary aspects of sewer service. The City will extend a culinary water line to the Proejct to provide access to a culinary water source by July 1, 2010. Developer shall construct the improvements required under the PLVP PMP approval located within the Property. Developer shall construct those water lines within the Property to allow fully-operational fire hydrants, after which the City will allow the issuance of building permits. The City will allow grading, utilities, footings and foundation permits to issue within the Project prior to completion of all infrastructure improvements. City shall not issue any certificates of occupancy or allow occupancy of any structures within the Project until a culinary water line acceptable to the City is fully constructed, looped as per paragraph f below, and fully operational and until all sewer improvements are completed and hard surface streets providing access to the building seeking occupancy are completed. The

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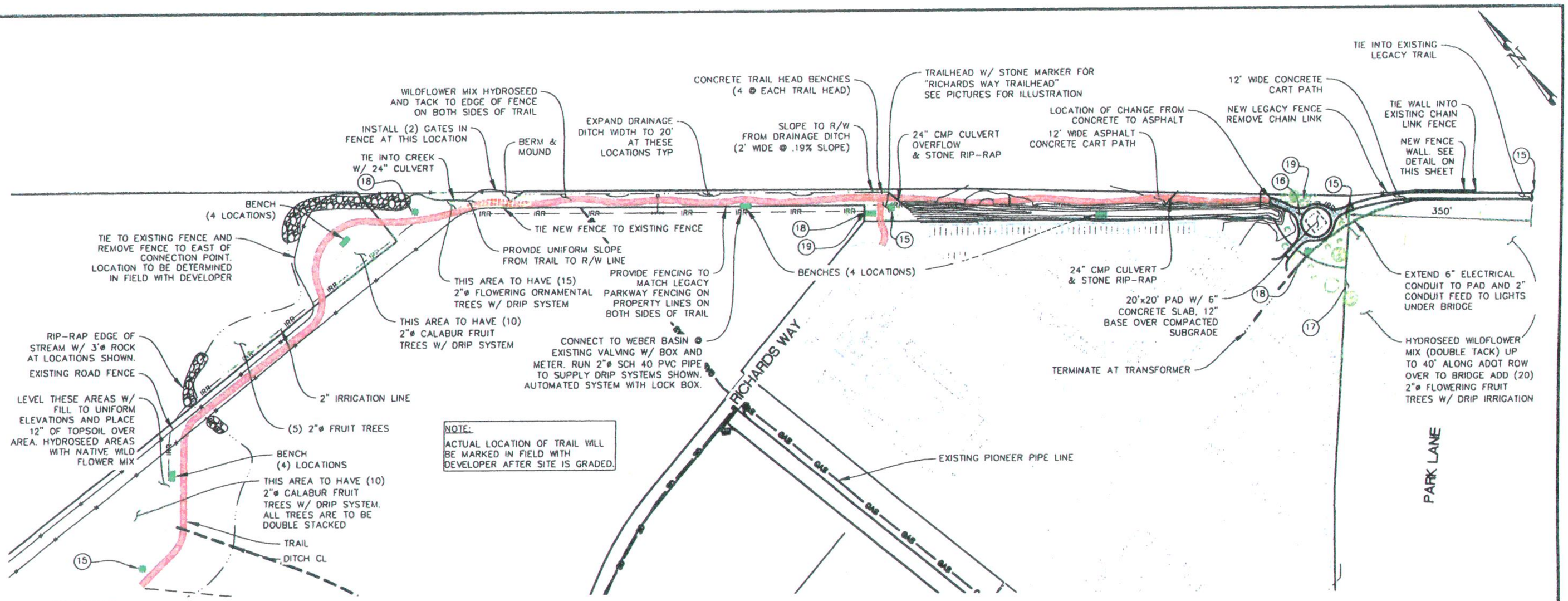

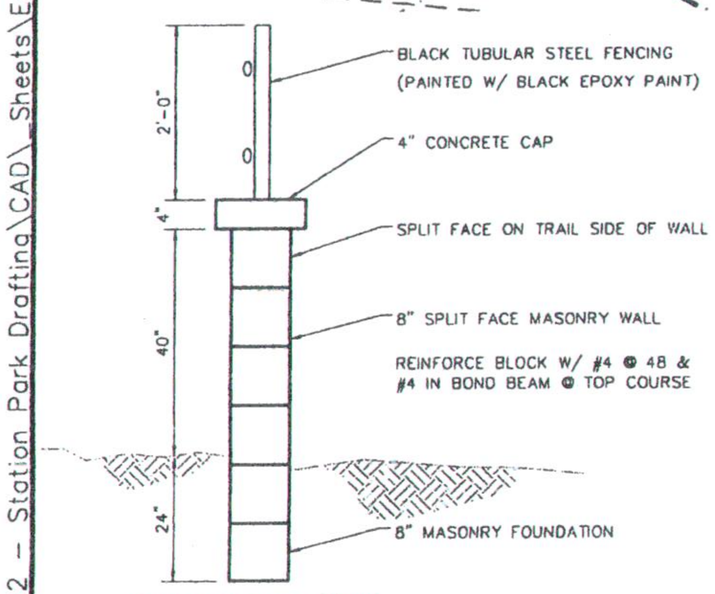

FENCE WALL DETAIL

FENCE WALL NOTE

1. 150'-0" IN LENGTH UNDER PARK LANE BETWEEN TRACKS AND WALL ON EAST SIDE OF TRAIL. REPLACE CHAIN LINK FENCE W/ THIS FENCE. START LEGACY FENCING ON NORTH SIDE. TIE INTO CHAIN LINK ON SOUTH SIDE OF UNDERPASS.

NOTES

1. CONCRETE CART PATH TO BE 12' WIDE WITH 4" CONCRETE OVER 6" BASE COURSE, INCLUDING ACCEPTABLE SUBGRADE.
2. ASPHALT CART PATH SHALL BE 12' WIDE WITH 3" ASPHALT OVER 8" BASE COURSE, INCLUDING ACCEPTABLE SUBGRADE.
3. FENCE BOTH SIDES TO MATCH EXISTING LEGACY TRAIL FENCE.
4. EDGE OF FENCE TO EDGE OF FENCE IS TO BY NATIVE WILDFLOWER HYDROSEED MIX OVER 2" SOIL BASE. DOUBLE TACKED.
5. TRAIL-HEAD BUILDING TO BE DESIGN BUILD. SEE NEXT SHEET
6. OVERHEAD LIGHTING REQUIRED @ BOTH TRAILHEADS. POWER OFF OF APARTMENT AREA DISTRIBUTION.
7. LIGHT PACKS (3) ARE TO MATCH LEGACY TRAIL UNDER CLARK LANE. SEE NEXT SHEET
8. BENCHES (4) LOCATIONS ARE TO MATCH EXISTING ON LEGACY TRAIL.
9. POWER TO BUILDING BY OTHERS. ELECTRICAL CONDUIT IN CONTRACT. WALL LIGHT PACKS IN THIS CONTRACT.
10. TREES TO MATCH APARTMENT LANDSCAPE PLAN.
11. ANTI-BIRD STRIPS TO BE PLACED ON BRIDGE TRUSS GIRDERS ABOVE TRAIL THRU BRIDGE.
12. 12' CONCRETE PATH UNDER BRIDGE PLACED IN UDOT ROW 12" FROM BRIDGE WALL AND TIE INTO EXISTING TRAIL ON SOUTH END.
13. HYDROSEED WILDFLOWER MIX (DOUBLE TACK) UP TO 20' ALONG UDOT ROW OVER TO BRIDGE.
14. RIP-RAP WITH 12"ø MINIMUM STONE ALL CULVERTS INTO SHEPHARD CREEK AND BOTH ENDS OF ALL DRAINAGE CULVERTS.
15. TRAIL DIRECTIONAL SIGNAGE (4) LOCATIONS. TO MATCH PICTURES AND LEGACY.
16. STAMPED CONCRETE TO MATCH PICTURES ATTACHED.
17. SOURCE OF & CONTROL OF IRRIGATION FROM RICHARDS WAY NORTH IS TO BE PROVIDED BY APARTMENTS, LINES ARE PART OF BID.
18. SIGNAGE @ TRAIL HEAD TO MATCH LEGACY SIGNAGE (3) LOCATIONS.
19. INSTALL 8 CONCRETE BENCHES @ TRAILHEADS (4) @ EACH LOCATION.
20. THE EXACT LOCATION OF THE TRAIL AND IMPROVEMENTS WILL BE DETERMINED IN THE FIELD AND THEREAFTER ANY EASEMENTS NECESSARY FOR PORTIONS OF THE TRAIL OUTSIDE PUBLIC ROW AND/OR PROPERTY WILL BE ESTABLISHED UPON CONSTRUCTION OF THE TRAIL.

NO.	REVISIONS	BY	DATE

DRAWN: M.CORBIN
DESIGNED: E. KEMP
APPROVED:

ATTENTION

No. 164280 EARL S. KEMP

CITY OF FARMINGTON
UTAH

FORSGREN Associates Inc.
370 EAST 500 SOUTH, #200 SALT LAKE CITY, UT 84111
PH: 801.364.4785 FAX: 801.364.4802

1-800-662-4111

PARK LANE VILLAGE
EXHIBIT C - 5 OF 7
PROPOSED TRAIL

PROJECT NO.: 509122
SHEET NO.: N/A
SCALE: 1" = 80'
PAGE NO.: 5 OF 7

P:\2009\509122 - Station Park Drafting\CAD_Sheets\Exhibits\Exhibit C\Proposed Park Lane Village Trail.dwg - MCORBIN - 5/25/2

Agenda Item 6

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

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

6-1. Ratification of Approvals of Construction & Storm Water Bond Agreements previously signed by Mayor Harbertson. See enclosed bond logs.

6-2. Authorization to sell surplus ambulance to Sunset City for $19,500. This is a carryover item from a previous council meeting. City Manager has spoken with the owner of Rocky Mountain Ambulances. He believes the market price is somewhere between $18,000 and $20,000 for this ambulance. City Manager recommends approval of this authorization.

6-3. Approval of amendments to settlement agreement with F. Jay Parker, etal as enclosed.

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

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

CONSTRUCTION BOND LOG

DATE	NAME	PERMIT	RECEIPT	AMOUNT
07/02	Barraclough	9468	1.442243	Not Reqd.
07/13	Richmond	9509	1.443164	$500.00
07/02	Cook	9524	1.442255	$500.00
07/13	Taylor	9531	1.443165	Not Reqd.
07/01	Neilson	9533	1.442238	$500.00
07/01	Carlson	9534	1.442229	Not Reqd.
07/12	Washburn	9537	1.442915	Not Reqd.
07/12	Nilsson	9538	1.442458	Not Reqd.

STORM WATER BOND LOG

DATE	NAME	PERMIT	RECEIPT	AMOUNT
07/13	Richmond	9509	1.443164	$1,000.00
07/02	Cook	9524	1.442255	$1,000.00
07/01	Neilson	9533	1.442238	$1,000.00

SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS

F. J. Parker and Shauna Parker, collectively ("Parker"), **Haskell Homes, Inc.** a Utah corporation ("Haskell"), and **Farmington City,** a municipality and political subdivision of the State of Utah ("City"), hereby enter into this Settlement Agreement and General Release of All Claims (the "Agreement") as of this _____ of _____ 2010, for the purpose of settling and resolving certain claims, controversies and disputes between them on the terms and conditions and for the considerations set forth below.

1. Intent of the Parties. There is a dispute between the parties to this Agreement with respect to whether the design and construction of the Willow Creek Subdivision in the City adversely impacted the property on which the Parker home is located at 86 East 1700 South in Farmington City (the "Parker Property"), which resulted in the filing of that certain legal action now pending in the Second Judicial District Court for Davis County, State of Utah, captioned F. J. Parker and Shauna Parker v. Haskell Homes, Inc. and Farmington City, Case No. 080700425 (the "Litigation"). Without waiving or conceding their respective positions in the Litigation, it is the intent and purpose of the parties to this Agreement to fully and completely settle, compromise and resolve all claims and controversies between them arising out of or in any way referring or relating to the Litigation and the Parker Property in relation to the Willow Creek Subdivision.

2. Dismissal of Litigation. The parties hereby agree that a Stipulation, Motion and Order of Dismissal shall be executed by counsel for Parker, Haskell and the City and filed in the Second Judicial District Court dismissing the Litigation with prejudice and upon the merits, with all parties to bear their own costs and attorney's fees.

3. Curb and Gutter Along Lund Lane. As part of this Agreement, the City shall install curb and gutter along the entire frontage of the Parker Property adjacent to Lund Lane and extend the street pavement to tie into the curb and gutter. An asphalt drive approach will be installed from the curb and gutter in a northerly direction to transition into the existing driveway in a manner mutually acceptable to Parker and the City.

4. Piping of Portion of Drainage Swale. As part of this Agreement, the City shall install a 12" diameter ADS type pipe in the drainage swale or ditch that lies within the existing easement on the east side of the Willow Creek Subdivision adjacent to the west side of the Parker Property from the northeast corner of Lot 105 in the Willow Creek Subdivision southerly approximately 250' as generally depicted and set forth in Exhibit A-1, which is attached hereto and incorporated herein by this reference. The piping work will include four (4) lateral yard drains installed to the Parker Property at locations selected by Parker. A general depiction of the relative location of the subject properties and some of the improvements to be completed pursuant to the terms of this Agreement is set forth on

Deleted: Concrete Lining

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Deleted: in a manner generally consistent with the relevant and applicable recommendations of Hill and Argyle, Inc. in their capacity as Engineering Consultants for the Willow Creek Subdivision.

Exhibit A, which is attached hereto and incorporated herein by this reference.

5. Approval of Parker Fence Extension. As part of this Agreement, Parker shall pay for the installation of a 4' high vinyl fence to extend from the end of the 6' vinyl fence referenced in section 6 below south to Lund Lane as generally depicted on Exhibit A pursuant to the terms of a license agreement with the City in the form attached hereto as Exhibit B and incorporated herein by this reference.

Deleted: is hereby authorized, at their sole cost and expense, to extend the existing pipe fencing along the frontage of the Parker Property on Lund Lane around the corner on the right-of-way behind the curb of Willow Creek Circle to the front of the Parker home

6. Additional Fencing to be Installed by City and Haskell. As part of this Agreement, the City shall install or cause to be installed a 6' high vinyl fence from the front of the Parker home behind the curb in the right-of-way of Willow Creek Circle extending north to the south lot line of Lot 105 of the Willow Creek Subdivision. From that point, Haskell shall install the same 6' vinyl fencing at a point mutually acceptable to the City and owner of Lot 105 in a northerly direction along the western edge of the piped area of the drainage swale extending north along the entire length of Lot 105 to the northeast corner. The location and placement of the fencing to be installed pursuant to the terms of this Agreement is generally depicted on Exhibit A. The selection of the type and quality of fencing shall be mutually agreed upon by Parker, the City and Haskell prior to installation.

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Deleted: concrete lined

7. Landscaping and Maintenance of Piped area of Drainage Swale, Slope Easement and Fencing. As part of this Agreement, the City shall install four inch (4") river rock on the slope easement on the east side of Willow Creek Circle from the top of the slope behind the curb to the piped area of the drainage swale. As part of that installation, the City shall kill the existing vegetation and place a barrier before installing the 4" river rock. In the area east of the fence to be installed adjacent to Lot 105, the City shall install road base over the 12" pipe from the fence east to the boundary between the Parker Property and Lot 105 in a manner mutually acceptable to Parker and the City. After completion of the installation of the piping in the drainage swale, the installation of the 4" river rock on the slope easement, and installation of the fencing as described above, Parker shall be responsible for routine cleaning of the piped area of the drainage swale as needed, spraying for weeds as necessary on the slope easement lined with 4" river rock, and any future repair or replacement of the 4' vinyl fencing to be installed as described in section 5 above pursuant to the terms of the license agreement attached as Exhibit B. The City shall be responsible for any future repairs or replacement of the piping in the drainage swale as described in section 4 above when deemed necessary as mutually agreed upon between these two parties. Parker shall provide reasonable acess to representatives of the City for the purpose of inspecting and maintaining the pipe within the drainage swale. The City and Parker shall split the cost evenly between them of any future repair or replacement of the vinyl fence to be installed by the City as described in section 6 above when deemed necessary as mutually agreed upon between these two parties. The property owner of Lot # 105 of the Willow Creek Subdivision shall be responsible for any future repair or replacement of the vinyl fencing to be installed along Lot 105 by Haskell as described in section 6 above.

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8. Purchase of Additional Easements. As part of this Agreement, Parker agrees to voluntarily convey to the City two (2) easements consisting of:

a. A 15-foot wide storm drainage easement for the existing underground drainage pipe extending from the northeast corner of Lot 105 of the Willow Creek Subdivision across additional property owned by Parker, Tax ID Parcel No. 07-070-0064 (the "Additional Parker Parcel") to 1600 South Street, as generally depicted on Exhibit A and as more fully described in Exhibit C which is attached hereto and incorporated herein by this reference.

b. A 17-foot wide public utility/storm drainage easement extending from the current right-of-way line on the east side of the Frontage Road across the Additional Parker Parcel, as generally depicted on Exhibit A and as more fully described in Exhibit D which is attached hereto and incorporated herein by this reference. After this public utility/storm drainage easement has been signed and recorded, the City shall install an appropriately sized storm drain pipe through this public utility/storm drainage easement connecting to the existing storm drain lines at each end of the Additional Parker Parcel.

9. Payment for Storm Drainage Easements. As part of this Agreement, the City agrees to pay to Parker the sum of Twelve Thousand, Five Hundred Dollars ($12,500) for the storm drainage easements referenced in Paragraph 8 above and to assume responsibility for any reimbursement due for the sidewalk which has been installed on the East side of the Frontage Road along the Additional Parker Parcel.

10. Timing of Completion of Installation of Improvements. The improvements to be installed by the City and Haskell, as applicable, under the terms of this Agreement shall be completed on or before September 30, 2010, weather permitting.

Deleted: July 30

11. Assurance re: Reconstruction of Noncomplying Structures. As part of this Agreement, the City hereby provides written assurance that the Parker Home and any other "noncomplying structures" on the Parker Property may be rebuilt in the future in the event of a fire or other similar calamity unless the structure in question has been abandoned or allowed to deteriorate consistent with the current provisions of Utah Code Ann. § 10-9a-511(3).

12. General Release of All Claims. As part of this Agreement, Parker for and on behalf of themselves and their agents, indemnitors, insurers, successors, and assigns, hereby release and forever discharge the City and Haskell, together with their officers, employees, agents, indemnitors, insurers, successors, and assigns, from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees, arising out of or in any way related to the Litigation and the subject matter of this Agreement.

13. Integration. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and integrates all prior conversations, discussions or undertakings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

14. Counterparts. This document may be executed in one or more counterparts, which together shall constitute one and the same document.

15. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

16. Additional Acts. The parties shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or reasonably requested by a party or its counsel to obtain approvals or other benefits described in this Agreement.

17. Authorization. Each individual executing this Agreement does thereby represent and warrant to the other signers that the individual has been duly authorized to execute and deliver this Agreement in the capacity and for the party specified.

18. Mutual Participation in Document Preparation. Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.

19. No Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

20. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

WHEREFORE, the parties have executed the foregoing to be effective the date first appearing above.

"Parker"

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of_____ , 2009, before me personally appeared F. J. Parker, known to me to be the person who executed the Settlement Agreement and General Release of All Claims herein in behalf of Parker and acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of_____ , 2009, before me personally appeared Shauna Parker, known to me to be the person who executed the Settlement Agreement and General Release of All Claims herein in behalf of Parker and acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

HASKELL HOMES, INC.

By _____

Its _____

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2009, before me personally appeared _____ known to me to be the person who executed the Settlement Agreement and General Release of All Claims herein in behalf of Haskell Homes, Inc., and acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

FARMINGTON CITY

By_____

Its_____

Attest:

_____
Farmington City Recorder

174206.1

Agenda Item 7

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

S U B J E C T: Amended Development agreement with CenterCal Regarding Station ~~Pak~~ Park Developement.

ACTION TO BE CONSIDERED:

Minute motion approving the agreement.

GENERAL INFORMATION:

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

WHEN RECORDED, RETURN TO:

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

FIRST 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 May, 2010, 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. Developer and the City have identified certain provisions of the Development Agreement that require amendment in connection with the revised site configuration and design for the Project.

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 Legal Descriptions. Exhibits A-1 and A-2 in the Development Agreement are hereby modified to reflect the legal descriptions attached hereto as Revised Exhibit A-1 and A-2.

2. Amendment to Project Master Plan. All references to "Exhibit B-2" in the Development Agreement are hereby amended to refer to Revised Exhibit B-2, attached to this Amendment. Revised Exhibit B-2 reflects adjustments to the land uses, densities and project areas contemplated for the development plan of Station Park after considering the some of the acquisitions and exchanges of land completed or contemplated by Developer.

3. Amendment to Development Agreement Section 4.2. The definition of the "Basic Configuration" in Section 4.2 is amended to delete the phrase "located generally in the center of the Project Site," and replace such phrase with "located generally in Project Area B as reflected on Revised Exhibit B-2,". After amendment, the definition of "Basic Configuration" shall read as follows:

"4.2. Developer shall generally develop the Property substantially in accordance with the basic configuration described as follows (the "Basic Configuration"): The Project Site shall include (i) at least one entrance on Park Lane, (ii) at least three entrances on Clark Lane (which may include existing public road access points), (iii) a core developed area consisting of multiple Projects containing predominately retail, restaurant, theatre and related uses, and with some office and the potential for some residential units, located generally in Project Area B as reflected on Revised Exhibit B-2, (iv) the core developed area includes a substantial pedestrian oriented plaza creating a "Main Street" feel (but without any requirement to allow vehicular traffic as a part of such plaza) and featuring enhanced landscaping and other pedestrian-oriented features, and (v) at least one public road providing a vehicular and pedestrian connection from the perimeter of the Project Site to the transit center located at the north end of the Project Site."

4. Amendment to Development Agreement Section 5.1.1. The ~~third~~ fourth sentence of Section 5.1.1 is amended and restated as follows: ~~After amendment,~~ The ~~third~~ fourth sentence of Section 5.1.1 is amended and restated as ~~shall read as~~ follows: "Station Park is proposed to incorporate one or more development Projects containing a blend of retail, entertainment, restaurant, office, hotel, other commercial and residential space and related parking and Open Space." The last sentence in Section 5.1.1 is amended to insert the words "private or" before the words "public roads." After amendment, the last sentence of Section 5.1.1 shall read as follows: "Developer contemplates that all of Station Park will be served by private or public roads including roads dedicated by plats within the Project Site."

5. Amendments to Development Agreement Section 9.4.4. The last sentence of Section 9.4.4(1) and all provisions of Sections 9.4.4(2) through 9.4.4(5) are hereby deleted in their entirety. The following new Section 9.4.4(2) is added to the Development Agreement:

"9.4.4(2) As of the date of the First Amendment to Development Agreement, Developer has completed at Developer's expense all of Developer's construction obligations with respect to the Road to the Station, and Developer's work has been accepted by the City. City shall be responsible for all design work and construction for additional work adjacent to and associated with Road to the Station (the "Additional Work"), which has been commenced. City acknowledges and agrees that the scope of the Additional Work is adequate to cover all remaining construction obligations associated with the Road to the Station and that the scope of the Additional Work will be fully paid by the remaining balance of the federal aid money

yes, but Centercal is resigning & placing Seal Corp & ~~stamping~~ denial stopping act from of Development Agreement

previously obtained by the City with respect to the Road to the Station Project. In light of the foregoing, the City acknowledges and agrees that Developer has fully complied with its obligations with respect to the construction of and payment for the Road to the Station for all purposes. In the event that the Additional Work to be constructed by the City does not utilize the balance of the federal aid money, the parties agree to use reasonable efforts to obtain the approval of applicable federal authorities for the use of the balance of such federal money for Park Lane signalization or other uses within the public rights-of-way within and adjacent to the Project Site. City has accepted without qualification the dedication of the Road to the Station and related Additional Work within the road right of way and agrees to indemnify and hold CenterCal harmless from and against any and all claims, liabilities or damages of whatever kind arising in connection with the use of the Road to the Station by the public prior to the completion of the dedication of the Road to the Station."

NO

Federal acceptance not yet obtained after final inspection

6. Amendment to Development Agreement Section 9.5.1. The first sentence of Section 9.5.1 is amended to insert the words "or exchange" after the phrase "subdivision and sale". After amendment, the first sentence of Section 9.5.1 shall read as follows:

"Except with respect to the subdivision and sale or exchange of a portion of the Property described in Section 9.6.3, in the event Developer elects to subdivide the Property and sell the divided parcels to unrelated third parties, as contemplated in Section 9.6.2, below, Developer shall implement a Common Area Maintenance Plan ("CAMP") on the Property, which shall be reflected in a Declaration of Covenants, Conditions and Restrictions (the "Declaration")."

7. Amendment to Development Agreement Section 9.6.1. The caption of Section 9.6.1 is hereby amended to insert the words "or Private" after the word "Public", and the first sentence of Section 9.6.1 is hereby amended to insert the words "or private" after the words "publicly dedicated". After amendment, the caption and first sentence of Section 9.6.1 shall read as follows: "9.6.1 Right to Plat and Dedicate Public or Private Streets. Developer may apply to subdivide and plat the Property into separate parcels separated by publicly dedicated or private streets."

8. Amendment to Development Agreement Section 9.6.3. The provisions of Section 9.6.3 of the Development Agreement are amended and restated in full as follows:

"9.6.3 Subdivision for Office Building and UTA Parcels. In connection with its acquisition of the Property, Developer provided a parcel sufficient for one office building to be located generally in the northwest portion of the Property and exchanged a portion of the land owned by Developer for land owned or to be acquired by UTA on the northeast side of the Project Site. In connection with each such subdivision and the subsequent conveyance of the respective parcel, Developer shall not be required to comply with the provisions of Section 9.5.1 or Section 9.6.2, or be required to implement CAMP or SARC provisions, provided, however, that Developer agrees to record a reciprocal easement document reserving the right to approve any construction on the parcel and further agrees to enforce the design provisions of the Mandatory Development Standards against the owner of the parcel. The provisions of the Section shall not limit the uses of the above described parcels."

9. Amendment to Development Agreement Section 10.2.2(1). The first sentence of Section 10.2.2(1) is amended and restated as follows: "Application for Site Plan review shall be made by Developer, or an authorized agent certified in writing by Developer, by submitting to the City Planner site plans drawn to a standard scale which shall be not less than one inch equals 100 feet for an overall project site plan and not less than one inch equals 40 feet for more detailed drawings, showing lot configuration, dimensions, and north arrow, on a sheet size adequate for such purpose but not less than 8 ½ inches by 11 inches, and including any or all of the specifications outlined herein to the extent pertinent to the Application."

10. Amendment to Development Agreement Section 10.2.2(5). The provisions of Section 10.2.2(5) are amended and restated in full as follows: "For developments for which outdoor lighting is proposed, the information shall be provided with respect to outdoor lighting concepts including general information regarding the type and general location of lighting proposed for structures, walkways and parking lots."

11. Amendment to Development Agreement Section 10.2.2(7). The provisions of Section 10.2.2(7) are amended and restated in full as follows: "Conceptual sign plans shall indicate sign plan concepts and the general location and appearance of signs contemplated for the project."

12. Amendment to Development Agreement Section 10.2.4. The provisions of Section 10.2.4 are amended to add the following additional subparagraphs (6) and (7):

"(6) For developments for which outdoor lighting is proposed, lighting plans shall be required which illustrate the type and location of lighting proposed for structures, walkways and parking lots; and

(7) Sign plans shall indicate the location, height and appearance of signs upon the site and the effects upon parking, ingress and egress, and adjacent properties."

13. Amendment to Development Agreement Section 10.5. The provisions of Section 10.5 are amended and restated in full as follows:

"10.5 Fast Track Design and Permitting. The City agrees that Developer may apply for building permits on a fast track basis and be issued separate grading, excavation, footings and foundation, general shell building and tenant finish permits for Projects within the Property."

14. Additional Amendments to the PMP Narrative. In addition, Section 2.3.1.8 of the PMP narrative is amended to provide that the easement area encompassing existing pipelines is 30 feet in width rather than 50 feet in width, 15 feet on either side of each pipeline. Further, Section 2.3.2.2 is amended to reflect that the final storm water detention and storm water release rate requirements from the development will be determined based on engineering analysis consistent with applicable City standards.

15. Amendments to Exhibit D-1 of the Development Agreement. Section 2.2.6 of Exhibit D-1 is amended to begin with the following phrase: "Except as provided in an approved Development Agreement,". After amendment, the first sentence of Section 2.2.6 of Exhibit D-1 shall read as follows:

"Except as provided in an approved Development Agreement, Maximum Building height shall vary depending on the distance from the freeway right of way and the freeway interchange right of way as follows:"

Section 2.5.6 of Exhibit D-1 is amended to allow the use of natural colored concrete. The second sentence of Section 2.6.2.1 is amended to insert the word "Final" before the words "Site Plan". After amendment the second sentence of Section 2.6.2.1 shall read as follows: "This program shall be proposed and reviewed before or at the same time as the first Final Site Plan for the project."

16. Amendments to Exhibit D-2 of the Development Agreement.

a. The second to last sentence of Section 2.1 of Exhibit D-2 is amended and restated in full as follows: "With respect to any development covered by an approved Development Agreement, if a standard is provided in Exhibit D-2, then the Vested Development Standard provided herein is deemed consistent with the Mandatory Development Standard and shall be applicable to development within the Property notwithstanding any inconsistent language in Exhibit D-1."

b. New Section 2.2.6 is added to Exhibit D-2 as follows: "2.2.6 Building Height. Maximum Building height shall not exceed the lesser of seven stories or one-hundred-five feet except architectural, signage and screening elements that extend above the highest occupiable story of the Building."

c. Section 2.8 of Exhibit D-2 is amended by the addition of the following sentence to be inserted after the title of the Section: "Notwithstanding any inconsistent provision of the Mandatory Development Standards or the Vested Development Standards, no setback or buffer or landscaping along the Property line shall be required along the easterly, northerly and northwesterly outside Property boundaries where bordered by UDOT, UTA or Farmington City properties, regardless of whether the Property in such locations is use for parking, service roads, driveways, loading areas or structures."

d. Section 2.8.5 of Exhibit D-2 is amended and restated in full as follows:

"2.8.5. As authorized by Section 2.8.5 of the Mandatory Development Standards, the following is an alternative development standard: Five (5) percent of the Property parking area shall be used for internal landscaping. Except as provided in Section 2.8 of these Vested Development Standards, a landscape border (measured from the edge of parking pavement perpendicular to abutting public street or private street edge of pavement) that is not less than fifteen (15) feet wide on average (including where applicable the landscaped areas and walkways in public or private rights-of-way adjacent to the Property) shall be provided around the

perimeter of the Property, unless this perimeter area abuts slopes created by adjoining roadways/freeways, future highways or adjoining parking from adjacent parcels. In the event a parking lot may ultimately adjoin a parking lot on an adjacent parcel, either as a future phase of development or through future coordination of parking locations with an adjacent property owner, the current phase of development may provide for a temporary edge of parking without landscaping and continue to be occupied in such temporary condition until the permanent edge of parking is determined after development plan approval for the subsequent phase or the adjacent property. In connection with the construction of improvements on the future phase or adjacent property, any temporary edge of parking shall be modified to adjoin parking on the adjacent parcel or to meet the landscaping requirements of this paragraph, if the existing parking does not adjoin proposed parking on the future phase or the adjacent property. There should also be a maximum of twenty (20) parking rows between parallel walkway/landscape divisions. Landscaped areas shall be designed to accommodate snow piles without damage to plants and trees. All landscape areas shall be landscaped with a combination of trees, shrubs and ground covers."

17. Impact Fees. Developer and City have negotiated the following impact fees in consideration of the provisions of the Development Agreement, project infrastructure design considerations and other special conditions applicable to the Project Site and the right and obligation of the City to assure the fair implementation of impact fees. Notwithstanding any inconsistent provision in the Development Agreement or any inconsistent result that may be available under applicable law, City and Developer agree that the following impact fees shall be charged for development activities within the Project Site as a part of the Station Park development: Except as set forth in this paragraph, all impact fees shall remain at the level and in accordance with the formulas applicable on the Vesting Date as defined in the Development Agreement. Notwithstanding the foregoing general rule, the police and fire impact fees adopted by the City with an effective date after the Vesting Date and before the date of this First Amendment shall be applied to all development within the Project Site in accordance with the following standards: Police Capital Facilities impact fees shall be charged at the rates of $150 per 1,000 square feet of retail/restaurant, $89 per 1,000 square feet of office and $97 per room in a hotel; Fire Capital Facilities impact fees shall be charged at the rates of $820 per 1,000 square feet of retail/restaurant, $402 per 1,000 square feet of office and $342 per room in a hotel; Transportation impact fees shall be charged at the rates of $3,482 per 1,000 square feet of retail/restaurant, $2,395 per 1,000 square feet of office and $1,096 per room in a hotel; Storm Water Drainage impact fees shall be charged at the rate of $3,570 per acre of land; and Water Development impact fees shall be charged at the rate of $165,356 for each three required 10" water meters. Further, Developer shall receive a credit of $2,568,681 against transportation impact fees that are otherwise calculated against Developer's first phase of development within Station Park. This credit is a negotiated compromise number. In addition, the parties agree that Developer shall receive a credit against the water impact fees in the amount of $41,116 calculated as the incremental cost of upsizing the ~~any~~ pipes above 8 inches, in addition to any other water system impact fee credits that might be available based on other system improvements constructed by Developer. The impact fee credits calculated above are based on construction paid for by Developer and shall be provided with respect to portions of future construction within the Project Site undertaken by Developer and not with respect to any portion of such construction within the Project Site undertaken by any tenant or other party. Further,

such fees shall be applicable only to that portion of the Project Site owned by Developer as of the date of this First Amendment and only for building permits applied for within five (5) years from the date of this First Amendment. Impact fees not covered by this paragraph, including impact fees applicable to portions of the Project Site acquired after the date of this First Amendment and impact fees applicable to building permit applications more than five (5) years after the date of this First Amendment, shall be those fees in the impact fee schedules applicable on the date of application for a building permit, subject to all rights of Developer to challenge or provide evidence that any such impact fees are not being appropriately applied to the construction on the Project Site.

18. Basis for Calculating Building Permit Fees. City and Developer agree that building permit fees for all construction within the Project Site covered by a building permit applied for until the date that is six (6) years after the first building permit for vertical construction of occupiable buildings within the Project is issued shall be calculated based on $3.15 per $1,000 of estimated construction costs, which estimated construction costs shall be determined at the time of permit issue and shall be the lesser of (i) a bid amount for the shell or finish construction work covered by the permit or (ii) the estimated amount of construction costs for the completed building at $130.34 multiplied by .5 for a building shell or .5 for the building finishes. Thereafter, such building permit fees may be calculated and imposed based on the then generally applicable building permit fee schedule in the City. Plan review fees shall not exceed the lesser of (x) 65% of the applicable building permit fee, (y) the maximum plan review fee allowed by the laws of the State of Utah as amended from time to time, or such lower fee as may be calculated under generally applicable City ordinances as amended from time to time.

19. No Further Amendments. Except as set forth above and in the Exhibits attached hereto and except as may be necessary to conform to the changes set forth above and in the Exhibits attached hereto, 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 _____, 2009, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

_____

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 _____, 2009, 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
Residing at: _____

My Commission Expires:

_____

Agenda Item 8

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

SUBJECT: UTA/City Trail Agreement

Tabled

ACTION TO BE CONSIDERED:

None at the present time.

GENERAL INFORMATION:

See attached agreement that was sent back to the City. UTA objected to the liability clause (paragraph 13). The City attorney is visiting with UTA to see if they will agree with the previous change that was approved by the City.

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

Max Forbush

From: Johnson, Hal (Manager BRT Engineering-Const) [HJohnson@rideuta.com]
Sent: Monday, July 12, 2010 5:21 PM
To: Max Forbush
Cc: 'Jory Johner (jjohner@wfrc.org)'; Hamilton, Troy (Mgr-Property Administration)
Subject: FW: DRG&W Ped Trail Interlocal agreement
Attachments: Interlocal Agreement 2010.pdf

Max:

Sunee from CRS forward me a copy of the trail ILA with your proposed changes. UTA legal counsel has review the your comments. The changes regarding snow removal and notification are acceptable. Your proposed change to the liability provision does not work. All other cities have signed the agreement with the liability clause as noted. We are uncomfortable making a change for a single city. Please resign the agreement and email it back.

Per earlier emails. If the HOA pays for the cost of the trail connection UTA can license it. There are some forms that need to be filled out. I will forward you an application.

Please call me if you have any questions. (801)-237-1905

Thanks

Hal

INTERLOCAL AGREEMENT REGARDING THE DEVELOPMENT AND OPERATION OF A RAIL TO TRAILS PROJECT ON THE UTA-OWNED DENVER & RIO GRANDE WESTERN RAILROAD CORRIDOR

This Interlocal Agreement (the "Agreement") Regarding the Development and Operation of a Rails to Trails Project on the Denver & Rio Grande Western Railroad Corridor (the "DRGW Corridor") is entered into as of the 15th day of June 2010 by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA") and FARMINGTON CITY CORPORATION, a municipal corporation organized under the laws of the State of Utah (the "City"). UTA and the City are hereafter sometimes collectively referred to as "parties," and either may be referred to individually as "party," all as governed to the context in which such words are used.

RECITALS

WHEREAS, UTA purchased the DRGW from Union Pacific Railroad Company ("UP") on September 20, 2002;

WHEREAS, UP filed a Notice of Exemption with the United States Surface Transportation Board ("STB") seeking to abandon approximately 23.69 miles of the DRGW Corridor, and UTA filed a subsequent letter requesting that the STB issue a Notice of Interim Trail Use (the "NITU") regarding the DRGW Corridor pursuant to the National Trails Act (16 U.S.C. § 1247(d) and 49 CFR § 1152.29);

WHEREAS, the STB granted the NITU, suspending the abandonment proceeding and designating an interim use of the DRGW Corridor as a pubic trail;

WHEREAS, UTA and the City have cooperated to finance, design, construct and deliver a public trail the City will install, operate and maintain according to the terms and conditions set forth in the Agreement;

WHEREAS, the NITU (and therefore the use of the trail) is subject to the future restoration of rail service on the DRGW Corridor;

WHEREAS, the parties wish to acknowledge and confirm their respective agreements regarding the trail.

AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated herin by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Purpose of Agreement. The parties are cooperating in a joint project to finance, design, construct, install, operate and maintain a public trail (the "Trail") on a portion of the DRGW

Corridor. The Trail will be a paved pedestrian corridor. The Trail is to be located on the UTA owned right-of-way. The parties have secured an enhancement grant through UDOT to design and construct this portion of the trail. UDOT and The City will separately enter into a Cooperative Agreement specifying the respective roles in administrating the grant and other monies and designing and construction a portion of the trail which will be coordinated with UTA. Upon Completion of construction, the City will assume sole responsibility to operate and maintain those portions of the Trail located within the jurisdictional limits of the City.

2. Portions of Trail within the City. That portion of the Trail to be constructed within the jurisdictional limits of the City is approximately 2 miles long and extends from approximately milepost 760.15 to approximately milepost 762.08. This is a part of a larger project intended to extend the Trail the full length of the DRGW Corridor. The City will not have responsibility with respect to any portions of the Trail that are not constructed within the jurisdictional limits of the City.

3. Scope of use for Trail. The Trail will be open to the public for pedestrian use and will also be available to bicyclists and similar compatible uses (excluding motor vehicle uses). The future scope of use may include an equestrian component, but UTA shall have the right to review and retain the right to terminate the equestrian use by delivering a ~~30~~ 60-day written notice to the City.

4. Grant for Trail Design and Construction. In order to design, construct and install the Trail, the parties have secured a Congestion Mitigation/Air Quality ("CMAQ") grant in the amount of $_____ through the Utah Department of Transportation ("UDOT"). The City shall provide funds in the amount of $_____. The CMAQ grant will be administered by UDOT. UTA will use the DRGW Corridor for any in-kind local match and be responsible for complying with any federal, state or local grant requirements.

5. Design Review. UDOT is the principal contracting entity with respect to the design consultant retained to perform design and engineering work for the Trail. As a subgrantee to UDOT, UTA is also a signatory to such contract. UTA and The City have coordinated the design review process both Parties approved the final design drawings that were included in the bid packages for project construction. The final approved design drawings are attached as Exhibit "A" to this Agreement.

6. Construction; Coordination with Contractor. UDOT is the principal contracting entity with respect to the contractor who will install the Trail in the DRGW Corridor. UTA being the property owner, will coordinate the contractor's access for the DRGW Corridor. The City shall have no obligations to contractor and shall have no responsibility or liability to third parties for the acts of omissions of the contractor.

7. Inspection of Contractor's Work. When the contractor indicates that Trail construction is substantially complete under the terms of the construction contract, UDOT, UTA and the City will conduct a joint inspection and walk-through of the construction site. As the party who will ultimately be responsible for operating and maintaining the Trail, the City shall have the right to object to any portions of the contractor's work which the City deems

defective or non-compliant with the construction contract. At the completion of the inspection, UDOT, UTA and the City will develop a mutually-agreeable punchlist of open items which the contractor must satisfactorily complete prior to final acceptance of the construction work. UDOT shall cause the contractor to complete the open items in accordance with the approved punchlist.

8. City to Operate Trail. Beginning upon substantial completion of the Trail and continuing thereafter until the expiration or termination of this Agreement, the City agrees to maintain the Trail and UTA corridor as part of the City's parks and recreation program. Beginning at substantial completion, the City shall assume sole responsibility for operating and maintaining the Trail. This shall include responsibility for posting and enforcing rules and ordinances related to use of the Trail. This shall include maintaining, repairing, replacing, and reconstructing all pavements, fencing, signage, landscaping or other improvements installed as part of the Trail as well as the railroad corridor, such responsibility to continue throughout the term of this Agreement and until rail use is reactivated. This shall also include performing any law enforcement, security monitoring or other activities necessary to protect persons and property on the Trail.

9. License to Operate Trail. UTA hereby grants the City a license allowing the City to operate and maintain the Trail, as contemplated in the design drawings attached as Exhibit "A" to this Agreement. The license is subject to the terms and conditions of this Agreement. The scope of the license shall not include any improvements that are not specifically necessary for the Trail including, without limitation, the installation of public utility crossings or drainage facilities upon, under, along or within the DRGW Corridor. Any out of scope uses requested by the City shall be considered pursuant to a separate licensing process.

10. Maintenance Standard. The City agrees to maintain all Trail improvements in a good and workmanlike manner and in a manner consistent with the City's other public parks and trails. All maintenance shall be performed consistent with the laws, rules, regulations, ordinances or other requirements of any governmental authority having jurisdiction with respect to the DRGW Corridor. Generally, Farmington City does not perform snow removal services on the City's paved trails.

11. Work to be Performed by City after Initial Installation. Upon completion of the Trail, the City will be responsible for all subsequent work required to maintain the Trail to the standards contemplated in this agreement. The parties acknowledge that the historic use of the DRGW Corridor as a railroad right-of-way requires the implementation of certain requirements, standards and restrictions related to work to be performed by the City. The City agrees to cause the preparation of detailed plans and specifications with respect to any non-routine work to be performed by the City including, without limitation, any work involving the proposed excavation or penetration of surface soils. UTA shall have the right to review and approve such plans and specifications. In addition, the City agrees to comply with requirements, standards and restrictions set forth in Exhibit "A" to this Agreement (Exhibit "A" is attached hereto and incorporated into and made a part of this Agreement by reference). As used in Exhibit "A", the term "Work" shall mean any activities performed by the City subsequent to the initial installation including, without limitation, any subsequent maintenance, repair, replacement or reconstruction performed by the City.

12. Environmental Covenant. Unless specifically approved in writing by UTA, the City hereby covenants not to cause or permit the introduction, usage, storage or release of any hazardous materials on or adjacent to the DRGW Corridor. As used in this Agreement, the term "hazardous materials" means any pollutants, toxic substances, hazardous wastes, hazardous substances, oils of any kind or in any form (including petroleum, fuel oil, diesel oils, crude oil or any fraction thereof), and any other substances defined in or pursuant to the Resource Conservation and Recovery Act, the Comprehensive Response, Compensation and Liability Act, the Federal Clean Water Act, the Federal Clean Air Act, the Toxic Substance Control Act, or any other federal, state or local environmental laws, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereon, previously enforced or subsequently enacted. Notwithstanding the foregoing, the materials listed on Exhibit "B" to this Agreement may be applied on the DRGW Corridor in accordance with good practice.

13. Allocation of Liability; Indemnity. Each party shall perform the obligations it has assumed under the Agreement in a reasonable manner and in compliance with all applicable laws. Liability for any costs, liabilities, judgments, fines, fees (including attorneys' fees) or other losses (hereafter collectively "Losses") arising from the Trail shall be allocated as follows:

13.1. Each party shall be liable and responsible for any Losses arising from or in connection with its respective breach of the ~~obligations assumed under this~~ Agreement.

its negligence or intentional conduct

13.2. The City shall be liable and responsible for any Losses arising from ~~or~~ in connection with the operation and maintenance ~~of the Trail after the~~ initial installation including, without limitation, Losses related to the death or injury of trail users or third parties or the damage to property.

13.3. UTA shall remain liable and responsible for any Losses connected to the existing environmental condition of the DRGW Corridor. The City shall be liable and responsible for any Losses related to any exacerbation of existing environmental conditions affected be the City's breach of its obligations under this Agreement including, without limitation, the City's violation of the covenant contained in Section 12 of this Agreement.

13.4. All other Losses shall be allocated as otherwise provided by applicable law.

13.5. In cases where a lawsuit, enforcement proceeding, administrative hearing or other adjudicative proceeding is commenced against either party for or on account of Losses for which the other party may be solely or jointly liable under this Agreement, the party thus served shall give the other party timely written notice of the pendency of such proceeding, and thereupon the party so notified shall assume or join in the defense thereof. Neither party shall be bound by any judgment against the other party unless it shall have been so notified and shall have had reasonable opportunity to assume or join in the defense of the action.

13.6. Nothing provided in this Agreement is intended to waive, modify, limit or otherwise affect any defense or provisions that the parties may assert with respect to any third party under Title 63, Chapter 30d of the Utah Code as amended, under Title 57, Chapter 15 of the Utah Code as amended and/or other applicable laws.

14. Default. A party shall be deemed in default of this Agreement upon the failure of such party to observe or perform a covenant, condition or agreement on its part to be observed pr performed, and the continuation of such failure for a period of 30 days after the giving of written notice by the non-defaulting party, which notice shall specify such failure and request that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the 30-day period and thereafter diligently pursued until such failure is corrected. In the event of a default hereunder, the non-defaulting party shall have a breach of contract claim remedy against the defaulting party in addition to all the other remedies provided or permitted by law, provided that no remedy which would have the effect of amending or termination any provisions of this Agreement shall become effective without formal amendment of this agreement.

15. Term. This Agreement shall be effective when fully executed by both parties. Subject to the provisions for termination as provided in Section 16 below, this Agreement shall continue in full force and effect for an initial term of 25 years. Provided that neither party is in default with respect the this Agreement, this Agreement shall automatically renew for an additional term of 25 years, provided that neither party has delivered (within the 180 days immediately preceding expiration of the initial term) written notice of its intent to terminate the Agreement upon expiration of the initial term.

16. Termination. This Agreement and the Trail contemplated hereunder are both subject to recommencement of rail operations within the DRGW Corridor at any time. Not withstanding the Term of this Agreement or any other provision of this Agreement, UTA shall have the right to terminate this Agreement, at its sole option, and without recourse on the part of the City, in the event that freight or public transit operation are commenced (or construction with respect to freight or public transit improvements commences) in the DRGW Corridor.

17. Effect of Termination. In the event that this Agreement expires or is terminated prior to expiration, the City shall peacefully surrender its use of the DRGW Corridor and the DRGW Corridor shall cease to be used as a City Trail. UTA, at its expense, may thereafter remove all property constructed upon the DRGW Corridor as part of the Trail.

18. Notices. Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give under this Agreement shall be made in writing and delivered to the other party at the addresses set forth below or at such other addresses as such party may provide in writing from time to time. All notices shell be

hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to UTA
Utah Transit Authority
Attn: Property Management Department
669 West 200 South
Salt Lake City, Utah 84101

With a Copy to
Utah Transit Authority
Attn: General Counsel's Office
3600 South 700 West
Salt Lake City, Utah 84119

If to the City
Farmington City
Attn: City Recorder
P. O. Box 160
Farmington, UT 84025

With a Copy to
Farmington City
Attn: City Attorney
P. O. Box 160
Farmington, UT 84025

19. Non-Waiver. No covenant or condition of this Agreement may be waived by either party unless done so in writing by such party. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other party.

20. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of the Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. Governing Law. The validity, interpretation and performance of this Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement that cannot be resolved to the satisfaction of the parties shall only be brought in the District Court of Salt Lake County, Utah, which shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

22. No Third-Party Beneficiaries. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow an claim or right of action by any third persons under this Agreement. It is the express intention of the parties that any third person who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

23. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises or inducements made by either party or agents of either party that are not contained in this Agreement shall be binding or valid. This Agreement may not be amended, enlarged. Modified or altered except through a written instrument signed by both parties.

24. Interlocal Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11. Chapter 13, Utah Code Annotated 1953, as amended, and in connection with this Agreement, the parties agree as follows:

24.1. This Agreement shall be authorized by resolution or ordinance of the governing body or each party.

24.2. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party.

24.3. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party.

24.4. Prior to the expiration of the term of this Agreement pursuant to Section 15 of this Agreement, this Agreement may only be terminated by and upon the express written consent of the parties or as otherwise set forth is Section 15.

24.5. Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by either party, or by the parties jointly, pursuant to this Agreement shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed between the parties or as otherwise required be applicable local, state and federal law.

IN WITNESS WHEREOF, the parties have each executed this Interlocal Agreement Regarding the Development and Operation of a Rails to Trails Project on the Denver & Rio Grande Western Railroad Corridor as of the date first set forth above.

UTAH TRANSIT AUTHORITY

By: _____
John Inglish, General Manager

By: _____
Michael Allegra, Chief Capital Development Officer

APPROVED AS TO FORM AND LEGALITY

_____
UTA General Counsel's Office

FARMINGTON CITY CORPORATION

By: _____
Name: Scott C. Harbertson
Title: Mayor

ATTEST AND COUNTERSIGN:

_____
CITY RECORDER Margy L. Lomax

APPROVED AND REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW

_____
Farmington City Attorney's Office

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

Agenda Item 9

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

SUBJECT: **Resolution amending City cemetery Rules & Regulations**

ACTION TO BE CONSIDERED:

Minute motion approving Resolution.

GENERAL INFORMATION:

See enclosed Resolution with Exhibit "A".

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

RESOLUTION NO. 2010 - _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE FARMINGTON CITY CEMETERY RULES AND REGULATIONS LIMITING THE SALE OF BURIAL RIGHTS TO FARMINGTON CITY RESIDENTS AND AMENDING THE FEE SCHEDULE FOR THE CITY REPURCHASING "RIGHTS TO BURIAL"

WHEREAS, the number of available burial sites within the Farmington City cemetery is in very short supply; and

WHEREAS, the City Council desires to preserve the limited supply for Farmington Residents;

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

Section 1. **Amendment to the Farmington City Cemetery Rules and Regulations.** The Farmington City Rules and Regulations are hereby amended to read in the entirety as contained in Exhibit "A" attached hereto and made a part hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH ON THIS 20th OF JULY, 2010 BY _____ OF _____ MEMBERS PRESENT.

FARMINGTON CITY

By: _____
Scott C. Harbertson, Mayor

ATTEST:

_____
Margy L. Lomax
City Recorder

Exhibit "A"

FARMINGTON CITY CEMETERY

RULES AND REGULATIONS

(See also Title 8, Chapter 1 of City Code.)

CONDITION OF SALE OF BURIAL RIGHTS (After July 1985)

1. Sale of grave sites (general burial sites) in the City Cemetery shall be limited to residents only with no~~the following:~~

~~Residents – No~~ more than 4 per immediate family.*

~~Non-residents – No more than 2 per immediate family.*~~

*An application for special exception may be filed for consideration by the City Council. The term "immediate family", for purposes of these Rules and Regulations, shall be defined as those persons domiciled in the place of residence and who include: husband, wife, child, stepchild, brother, sister, stepbrother, stepsister, parent, stepparent, grandchild, grandparent, mother-in-law, father-in-law.

2. Issuance of right to burial certificate does not convey any other privilege than the right to bury a person`s body, (hereinafter called "the right to burial"), and is not a deed to convey title in fee simple to said ground or any part thereof.

3. Purchaser(s) of grave sites must designate one other person who may exercise right of burial on each individual grave site purchased. The right of burial may be transferred at any time if authorized by the lot purchaser(s) in writing (form is provided by City). If the lot purchaser(s) is (are) deceased or incapable of transferring burial rights to others, then the designated alternative person holding the right to burial has the authority to transfer those rights on that particular grave site.

4. A fee for transferring or amending burial rights shall be assessed by the City as established by the City Council and as amended by the City Council from time to time.

5. The burial right is vacated to the City upon the death of both the purchaser(s) and the designated alternative person who has the right of burial if not used for and in behalf of said purchaser (s) or their designee. Any heir or descendant of the purchaser has a preference over non-heirs or non-descendants to purchase the right to burial on said grave site once vacated to the City. At the discretion of the City, relatives or others may be given preference for repurchase of burial rights, provided they supply necessary proof that prior rights have expired. Cost of buying a new burial right is the amount in full of the existing current prices. The right of preference shall expire one year after the City obtains the right.

6. Any purchaser or designated heir having the right to burial may at any time sell said "right" back to the City at a ~~original purchase~~ price as set forth in the City's consolidated fee

schedule.

CONDITION OF SALE OF BURIAL RIGHTS (Prior to July 1, 1985)

1. All purchasers of the right to burial on grave sites purchased before July 1, 1985, shall provide the City information involving the following at the time a request for burial is made:

Designation of Heir Certification. When the "right to burial" in the cemetery was sold prior to July 1, 1985, the purchaser or his heirs had a perpetual right of burial subject to City Ordinances. As the term "heir" has no set meaning and varies in its usage to mean a person named in the will or any degree of consanguinity to the deceased at the time of death, it is probable there will be more heirs than rights to burial available. As such, as "heir certification" shall be completed for each grave site in the cemetery or a certified order from the probate court showing which heir is entitled to the grave site shall be furnished. An order from the probate court is preferred.

Transfer of Burial Rights. A transfer of the burial rights of the designated heir to another heir of the purchaser may be accomplished by submitting authorization for such transfer and the payment of the transfer fee. (Form provided by City.)

2. The Utah Code Annotated, Section 8-5-1, et seq., authorizes the City to reclaim any unused burial site "which has been unused for burial purposes for more than 60 years". The City Council, by virtue of its adoption of these rules and regulations, authorizes and mandates the City staff to reclaim any such site. Prior to reclaiming any lot, proper notification procedures as provided on the statutes will be followed to provide opportunity for certifying the right of burial.

3. Descendants or other heirs shall have a preference over non-heirs or non-descendants in purchasing a new right to burial on the lots or lot being reclaimed. The preference expires one (1) year following the reclamation of the "right to burial" by the City. The cost of the new right to burial will be at current prices.

4. Any purchaser or designated heir having a right to burial may at any time sell back said "right to burial" to the City at a price set forth in the City's consolidated fee schedule.~~the original purchase price.~~

BURIAL SITES: Definitions/Rules

General burial site is construed to mean a space eight feet by four feet.

Baby grave site is construed to mean a space four feet by four feet. Two baby graves may be buried on a single general burial site provided authorization is granted by the purchaser(s) (if still living) or designated person having the original right of burial if purchaser(s) is (are) deceased.

Urn grave site is a general burial site with requirements that the "right of burial" charges be the same as a general grave site. However, two urns may be buried on one general grave site.

Combined Grave Sites. Generally, no more than one burial per grave site will be allowed in a general burial site except for:

a) Two urns
b) Two babies
c) One urn/baby
d) One regular burial/one urn

Resident. As used herein, the term "Resident" shall mean and be defined as:

(1) Any person who was domiciled within the corporate limits of Farmington, Utah, at the time of death, regardless of actual place of death; or

(2) Any person owning real property within the corporate limits of Farmington, Utah, at the time of death, regardless of the residence of domicile of such person; or

(3) Any person who was a legal resident of Farmington, Utah, at the time of death, regardless of domicile; or

(4) Any person who was formally domiciled within the corporate limits of Farmington, Utah immediately prior to moving from the City for the purpose of becoming domiciled in any facility for the purpose of receiving medical or residential care; or

(5) Any person having owned real property within the corporate limits of Farmington City, Utah, for 20 years or more regardless of the residence or domicile of such person at the time of death

Non-resident. As used herein, the term "Non-resident" shall mean and be defined as any person who does not meet the definition of "Resident" as set forth herein.

DISINTERMENTS

The City shall provide disinterment services only for those persons buried in vaults or in urns that are non-biodegradable.

PLACEMENT & MAINTENANCE OF MARKERS, MONUMENTS, & APPURTENANT PARTS

1. **Permits.** An installation permit shall be required and shall be obtained from the City Office for all markers and monuments before installation thereof is authorized. Monument companies only will be permitted to install or remove monuments in the cemetery. Monument companies doing work of any kind in the cemetery are subject to the control or direction of the City. A 24-hour advanced notice to the City is required prior to placement.

2. **Fees.** Fees for the installation of all markers and monuments shall be paid to the City before installation.

When burials are pending and when a marker is located where the grave is to be dug, it is the responsibility of the family to assure the marker is removed 24 hours before the funeral.

3. **Cement Base.** Upright markers and monuments installed in the cemetery shall have a finished, grass-level stone or cement base extending outward from the outer perimeter of the base or marker for a minimum distance of six inches (6") on the front and back and six inches (6") inches on each side. On flat markers, the minimum base extensions from the marker perimeters is six inches (6") front and back and six inches (6") on each side.

4 . **Specifications for Raised Markers.** Maximum width is 24 inches not including the concrete base. Maximum width for single markers is 36 inches including the concrete base. Maximum width of companion markers is 72 inches without concrete base and 84 inches with concrete base. The cement base requirements described above also apply. In no instance shall raised markers exceed 36 inches above the ground level.

5. **Specifications for Flat Markers.** Maximum width for single marker is 24 inches, not including the concrete base. Maximum width for single marker is 36 inches including concrete base. Maximum width of companion's marker is 72 inches without concrete base, and 84 inches with concrete base. The cement base requirements described above also apply.

6. **Marker Maintenance.** The City is not responsible for marker or base maintenance unless damaged by the City.

7. **Vases.** All permanent vases placed in the cement or stone base of the marker or monument shall be recessed to ground level when not in use. Receptacles in the monument itself are allowed provided they do not project horizontally beyond the monument. Because of the potential for theft and/or vandalism, the installation of removable bases is discouraged.

8. **One Marker Per Grave.** No more than one marker per burial is permitted excepting government-provided veterans markers.

9. **Payment of Fees.** Charges for sale of cemetery lots must be paid before burial. Burial fees are due in full within 30 days of burial. No markers may be placed until all fees are paid.

FLOWER REGULATIONS

1. **Flowers Placed at Burials.** Artificial and/or natural (live) flowers placed during burials will removed after seven (7) days following the burial.

2. **Artificial Flowers.** Artificial flowers may be placed on grave sites from November 1st through March 1st of the following year without being subject to removal by City crews except

for those instances when they must be removed to accommodate nearby burials. Artificial flowers may also be placed three (3) days prior to the "observed" Memorial Day of each year and must be removed within seven (7) days following the "observed" Memorial Day. Artificial flowers placed during other periods (except burials) are subject to removal at the next scheduled mowing or for other maintenance purposes (when flowers are faded or weathered). Artificial flowers will be removed off the grave site and/or from any vases (including recessed bases) except for those receptacles that are an integral part of upright markers that are located above the marker base.

3. **Natural or Live Flowers.** Natural or live flowers may be placed at any time but are subject to removal at the next scheduled mowing (except burials). Flowers that are severely wilted will be removed at that time. During the "observed" Memorial Day holiday, flowers may be placed three (3) days prior to the observed holiday. Flowers will be removed by City crews after seven (7) days following the "observed holiday". Natural or live flowers shall be placed in non-glass containers on the marker or adjacent cement collar.

4. **Theft of Flowers.** The City is not responsible for the theft or loss of flowers in the cemetery.

FENCES AND OTHER REGULATIONS

1. **Fences.** Fencing, railing, coping or other enclosures around lots or graves are prohibited.

2. **Plantings.** Planting of shrubs or flowers on or near any grave or lot is prohibited.

3. **City`s Right to Remove Non-conforming Objects.** If any tree or shrub, by means of its roots, branches, or otherwise, becomes detrimental to adjacent lots or walks, or interferes with the general appearance of the cemetery, the City has the right to remove such trees and shrubs. The City reserves the right, without notice, to remove from burial sites all flowers and decorations of any kind and any unauthorized plantings that do not conform with the rules and regulations of the cemetery.

4. **Disturbing or Defacing Property**. It is unlawful for any person, other than those authorized by the City, to take away any headboard, tombstone, monument, tree, shrub, flower or cut flower, or any other property or ornament in the City Cemetery. It is unlawful for any person to maliciously damage any monument, marker, tree, shrub, or other property in the City Cemetery.

5. **Vehicle Operation**. The motor vehicle speed limit within the cemetery is 10 mph. Motor vehicles are permitted only within cemetery asphalt roads and parking lots and only during daylight hours.

6. **Animals Prohibited**. Any animal leashed or unleashed is prohibited from the cemetery.

7. **Theft or Loss of Personal Belongings.** The City is not responsible for the theft or

Agenda Item 10

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

S U B J E C T: **Resolution amending the City's consolidated fee schedule pertaining to the sale of the "right to burial" fees and the repurchase of the same by the City from interested parties.**

ACTION TO BE CONSIDERED:

Minute motion approving the Resolution.

GENERAL INFORMATION:

See enclosed Resolution with Exhibit "A".

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

RESOLUTION NO. 2010 - _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE CEMETERY FEES OF THE CITY'S CONSOLIDATED FEE SCHEDULE

WHEREAS, Farmington City, in an effort to increase the efficiency of City operations, has created a consolidated fee schedule for the purpose of setting forth all of the fees charged by the City; and

WHEREAS, the Farmington City Council, upon recommendation from the City's Administrative staff, has determined that from time to time amendment of the consolidated fee schedule is necessary to ensure that costs incurred by the City for municipal services are appropriately covered by the fees charged and to assure that fees charged by the City are appropriately set forth in the consolidated fee schedule.

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

Section 1. **Amendment.** A portion of the Farmington City consolidated fee schedule relating to cemetery fees is hereby amended as contained in Exhibit "A" attached hereto and made a part hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH ON THIS _____ DAY OF JULY, 2010.

FARMINGTON CITY

By: _____
Scott C. Harbertson, Mayor

ATTEST:

_____
Margy L. Lomax
City Recorder

EXHIBIT "A"

E2. Cemetery Fees	
Transfer of burial rights from one designated heir to another	$25
* Grave Marker Fees -	
Flat Maker.....	$25
Raised Markers	$150
* Sale of "Right to Burial"	
Residential Adult	$500~~$400~~
~~Non-residential Adult	~~$750~~
Residential Child	$150~~$125~~
~~Non-residential Child	~~$175~~
*Burial Fees (Weekdays)	
Residential Adult	$250
Non-residential Adult	$400
Residential Child	$100
Non-residential Child	$125
*Burial Fees (Weekends / Holidays)	
Residential Adult	$500
Non-residential Adult	$700
Residential Child	$225
Non-residential Child	$300
*Disinterment Fees	
Residential Adult (limited to vaults only)	$350
Non-residential Adult (limited to vaults only).....	$350
Residential Child or Urn (adult or child)	$100
Non-residential Child or Urn (adult or child)	$100
*Re-purchase Price for the City's "Right to Burial"	
Burial sites adjacent to each other ..... or Singles adjacent to another unsold single site	$400/burial site
Single burial sites.....	$100

Agenda Item 11

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

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

ACTION TO BE CONSIDERED:

11-1. New City Hall issues / change orders
11-2. Maintenance proposal arranged by City Manager and Jim and Shelly Christensen as enclosed
11-3. Surplus sale of city property at City Hall 21, 28

GENERAL INFORMATION:

All will be discussed at the City Council meeting

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

HUGHES
GENERAL CONTRACTORS, INC.

PROPOSED CHANGE ORDER HGC 75

EDA Architects
9 Exchange Place, Suite 1100
Salt Lake City,UT 84111
Fax No: 801-363-3149

PROJECT: Farmington City Hall
Job # 7690

RE: Left over ALLOWANCE

ATTN: Scott Later

In response to your request we offer the following cost proposal to complete the work as outlined below:

Return ALLOWANCE items left over. Reference the line items on the Payment Application.

00050 Core Holes	$823	
00160 Temp heat	900	
00230 Steel exclusion	4,080	
00380 Firesafing	- 0 -	(see HGC 04)
00510 Acoustic	9,692	
00570 Bld heating	10,800	
00660 Mow curbs	4,100	
00670 Irrigatn contanr	500	
00830 Temp power	2,000	

Approval required by: 7/20/2010 **Proposed Cost: ($32,895.00)**

Signed: _____

By: Rick Ellertson
Project Manager

Date:

CORPORATE OFFICE
900 No. Redwood Road / P O Box 540700
North Salt Lake, UT 84054-0700
801/292-1411 Fax: 801/295-0530

SOUTHERN DIVISION
62 West Washington City Industrial Dr.
Washington, Utah 84780
435/628-0047 Fax: 435/628-0328

Farmington City Hall

Change Order #10 - Line Item Summary - 7.14.10

Item	*Description*	*Cost against Contract*	*Cost against Contingency*	*Time Increase (Days)*
1	**HGC-44**: Added drystack wall based on difference between grading plan and actual site condition.	$ -	$ 2,021.00	0
2	**HGC-63:** Added polymer sand to infill gaps in rock walls	$ -	$ 2,435.00	0
3	**HGC-65:** Provide fixed attachment for cherrey hadnrail brackets & credit for HGC 61 (CO 8) from MJ Mechanical	$ -	$ 43.00	0
4	**HGC-66:** Provide 2" wide vertical trim under glass handrail	$ -	$ 767.00	0
6	**HGC-67**: Added concrete for revised mow curb along west city/district property boundary - see ASI 83.	$ -	$ 2,259.00	0
7	**HGC-68:** Provide cut aluminum plate letters in lieu of cast letters	$ -	$ 706.00	0
8	**HGC-70:** Extend weather vane by 30"	$ -	$ 560.00	0
9	**HGC-71:** Install/furnish trench drain in courtyard.	$ -	$ 1,538.00	0
10	**HGC-72R:** Misc site concrete work and cost associated with 21 installed ADA detectable warning embeds	$ -	$ 9,104.00	0
11	**HGC-73:** Provide river rock ballast at vestibule roofs	$ -	$ 3,054.00	0
12	**HGC-74:** Misc extra millwork items including box out in work/copy, 2" trim around reception and modify main stair handrail	$ -	$ 625.00	0
13	**HGC-75:** Return unused allowance including core holes, temp heat, steel exclusions, firesafing, acoustic plater, building heat, mow curbs, irrigation containers and temp power	$ -	$ (32,895.00)	0
	Total Change Order Adjustments (Contract Amount/Contingency/Time)	**$ -**	**$ (9,783.00)**	**0 DAYS**

Original Contract Amount/Contingency	$ 3,586,526.00	$ 170,759.00
Increase by previous Change Orders	$ 295,262.00	$ (6,180.00)
Increase by this Change Orders	$ -	$ (9,783.00)
Revised Contract Amount & Contingency	**$ 3,881,788.00**	**$ 186,722.00**

HUGHES
GENERAL CONTRACTORS, INC.

PROPOSED CHANGE ORDER HGC 76

July 15, 2010

EDA Architects
9 Exchange Place, Suite 1100
Salt Lake City,UT 84111
Fax No: 801-363-3149

PROJECT: Farmington City Hall
Job # 7690

RE: Wood handrail & AV cabinet

ATTN: Scott Later

In response to your request we offer the following cost proposal to complete the work as outlined below:

Per the attached quote from Granite Mill, provide 3 additional handrails in the Council Chambers, ventilation in the AV cabinet in the Community Rm, and Add a AV cabinet in Conference Rm 207.

Granite Mill	$1,953
Supervision	65
Hughes 10%	202
Bond 1%	22

Approval required by: 7/15/2010 **Proposed Cost: $2,242.00**

Signed: R. E

By: Rick Ellertson
Project Manager

Date: 7/15/2010

CORPORATE OFFICE
900 No. Redwood Road / P O Box 540700
North Salt Lake, UT 84054-0700
801/292-1411 Fax: 801/295-0530

SOUTHERN DIVISION
62 West Washington City Industrial Dr.
Washington, Utah 84780
435/628-0047 Fax: 435/628-0328

Granite Mill
Architectural Millwork Since 1907
2202 South Main Street
P. O. Box 27848
Salt Lake City, Utah 84115
801-887-0675 (Phone) 801-887-0677 FAX

Change Order Proposal #018

Job Name: Farmington City Hall
Contractor: Hughes Construction
Granite Mill Ref #:

Date: 7/14/10 10:10 AM
To: Hughes Construction
Attn: Rick Ellertson
From: Rick Renfeldt

Fax: (801) 295-0530
Phone: (801) 292-1411

Project: **Farmington City Hall**

Qty	Description	Rate	Amount
30	Additional Handrail in Council Chambers along window wall and stairs	$ 13.90	$ 417.00
1	- Hardware from Metal Line	$ 601.45	$ 601.45
2	Add decorative metal doors for AV ventilation in Community Room 107	$ 60.00	$ 120.00
	Add AV cabinet in Room 207 Conference		
1	- End Panel, filler, toe kick, cherry base, cabinet lock	$ 210.00	$ 210.00
1	- Decorative metal door	$ 60.00	$ 60.00
1	- Zodiak Counter TOP	$ 500.00	$ 500.00
1	- Installation	$ 45.00	$ 45.00

TOTAL ADDITIVE CHANGE ORDER PROPOSAL AMOUNT $ 1,953.45

Does Not Include:
Electrical and Plumbing Work, Fixtures, and Preparation Integral to Casework
In-Wall Blocking, Bracing, Framing and Rough Carpentry
Casework other than Listed Above
Metal Work and/or Miscellaneous Metal Supports

Custodial Services at New City Hall

Jim & Shellie Christensen

Cost arrangement: $1470/month

Determined by multiplying cost per square foot for cleaning building at 130 North Main ($.087) against maintenance area of new building (16,899 square ft).

Daily/Weekly Duties

Clean all restrooms (4)
Mop tile floors
Dry mop (special chemicals) bamboo flooring
Vacuum all carpet flooring in building
Clean glass entrance doors as needed.
Vacuum vestibule areas
Clean glass railings throughout building
Mop/clean grand stairway and back stairs
Empty garbage
Wipe down counter space
Replace light bulbs as needed

Quarterly

Window cleaning inside (all – except cupala and two high windows in City Council chambers)
Window cleaning outside to level of vestibules (second floor windows to be cleaned by another contractor)

Supplies

Contractor supplies brooms, mop, cleaning soaps and chemicals.

Equipment

Ladders, floor buffers, vacuums, etc. to be supplied by the City.

Max Forbush

From: John Shuttleworth [shuttle@edaarch.com]
Sent: Wednesday, July 07, 2010 11:45 AM
To: Max Forbush
Cc: Scott Later
Subject: cleaning square footages

Total Building area:			21,267 SF
Main Floor;	Mechanical 121	(435 sf)	
	Electrical 122	(167 sf)	
	Storage Vault	(679 sf)	
		(1281 sf)	
Second floor:	IT 211	(86 sf)	
	Future 212	(1113 sf)	
	Future Work 213	(452 sf)	
	Future 214	(1436 sf)	
		(3087 sf)	
Subtotal			**(4,368 sf)**
Total Area for Cleaning			16,899 sf

Max- does this help? Let me know if it is what you need?

**** Please note our new address ****

yellow.g

John B. Shuttleworth, AIA, NCARB
Principal
EDA Architects
The Boston Building
9 Exchange Place, Suite 1100
Salt Lake City, UT 84111

O 801.531.7600 | F 801.363.3149 | E john@edaarch.com | www.edaarch.com

Agenda Item 12

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

SUBJECT: **Mayor Harbertson report**

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

Information to be provided at the City Council meeting

Call center discussion —
1. letter of interest - home talk to us - call Kent
requesting more information

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

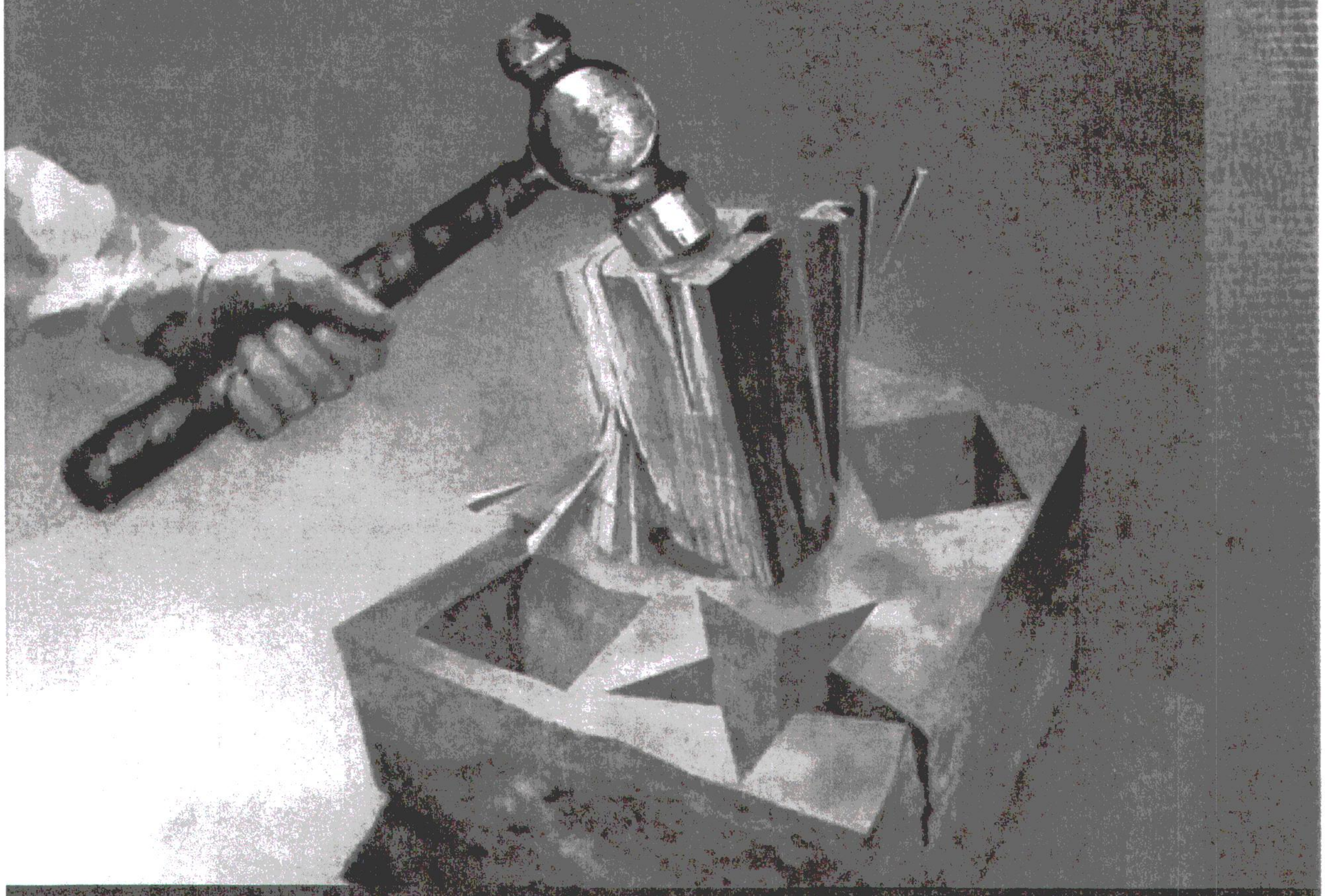
UTAH LEAGUE OF CITIES AND TOWNS

Annual Convention

September 15-17, 2010

Utah League of Cities and Towns

103rd Annual Convention



OLD SOLUTIONS IN NEW TIMES

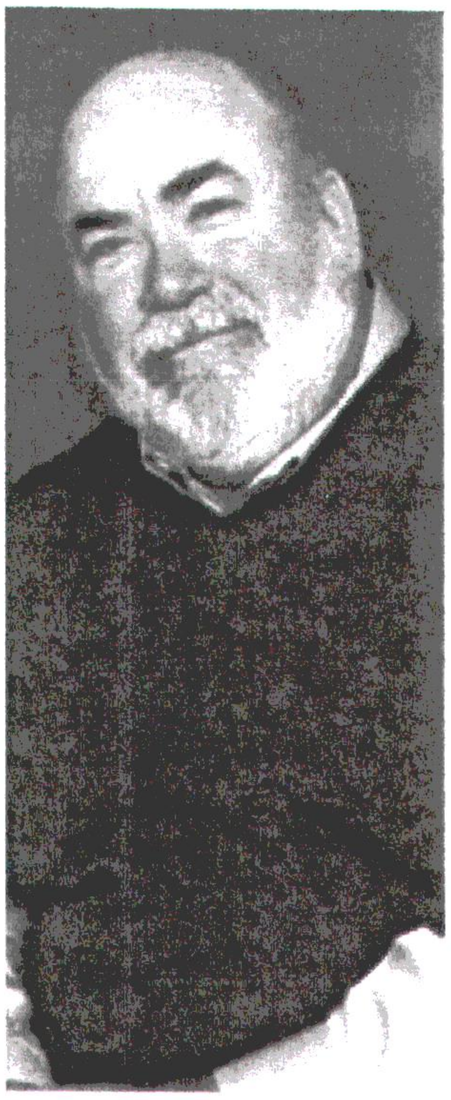
. . . why they no longer work

MAKING Life BETTER

OLD SOLUTIONS IN NEW TIMES

. . . why they no longer work

If you've been in the business of local government long enough you have likely encountered situations where doing things "the way we've always done them" no longer works. The unique challenges of the past few years have no doubt provided many opportunities for local officials around the state to reevaluate how they do things. So how do you respond when faced with new challenges? Are you willing to step back and evaluate the situation and perhaps even move in an entirely different direction? Or do you simply persist in the old ways of doing things and stubbornly believe that if you pound just a little harder, the proverbial square peg will eventually fit into the round hole? During this conference we hope you'll discover a number of new ways to look at old problems and find reasons to give the hammer a rest.



PRESIDENT'S MESSAGE

On behalf of the League's board of directors, It's my pleasure to invite you to attend the 103rd Annual Convention to be held in Salt Lake City, September 15th – 17th.

Over the past year most of us have continued to grapple with some of the most challenging economic conditions in many years. While there appear to be positive signs that some things are getting better, it will likely be quite some time before normal conditions return. However, it's unlikely the "normal" we once knew will ever return, and it's time for us to start understanding the new "normal" and what it means for how we manage our communities.

Many of the workshops and speakers at our Annual Convention will address some of the new issues ahead and hopefully provide helpful ideas about how we can deal effectively with those issues. Many of these new issues will demand that we look for new answers, and that's never easy. Of course, the agenda will also include a variety of other workshops that we hope will address the myriad issues that make local government both fun and challenging. The League staff tries very hard to provide an agenda that has something for everyone, regardless if your community is urban, rural or somewhere in between. Even though that's not an easy task, they do a great job. Come and find out for yourself. You'll be impressed.

I look forward to seeing you in September.

Sincerely,

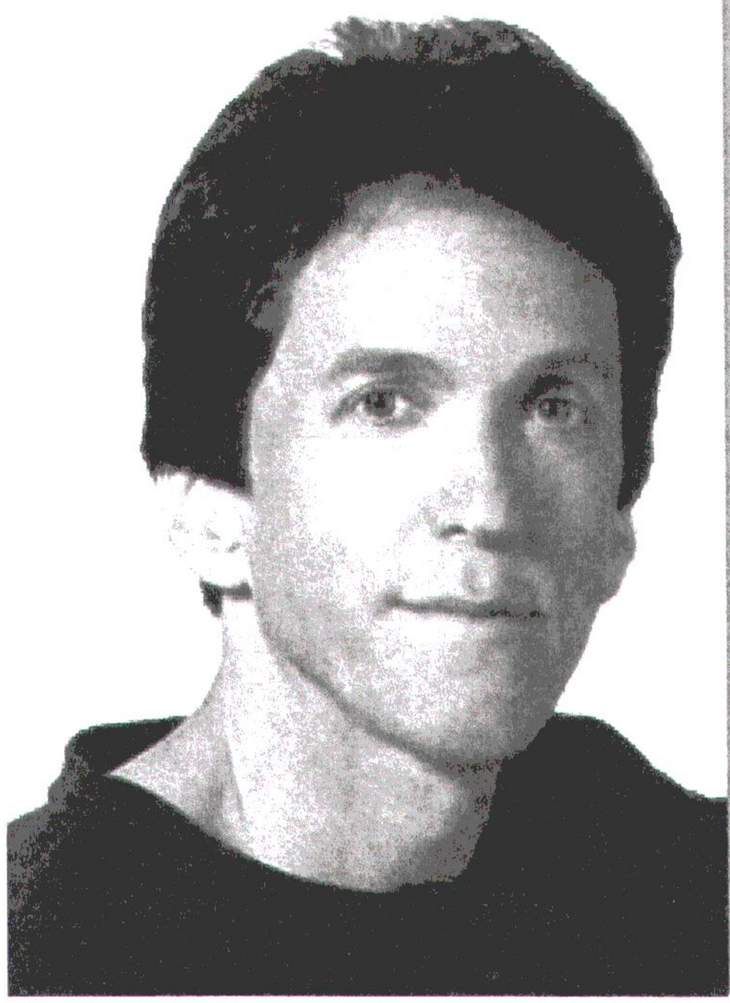
Steve Fairbanks

Steve Fairbanks

Council Member, Sandy City

WEDNESDAY LUNCH

Mitch Albom



Mitch Albom is a bestselling author, nationally acclaimed newspaper columnist and a radio and television host and commenter. He is a prolific writer and author of nine books including the very popular Tuesdays with Morrie, Have a Little Faith, The Five People You Meet in Heaven and For One More Day. Tuesdays with Morrie is now the bestselling memoir of all time, with over 11 million copies sold worldwide. Mitch is married and resides in Franklin, Michigan.

Mitch Albom's appearance is sponsored by the Zions Bank-ULCT Speaker Series.

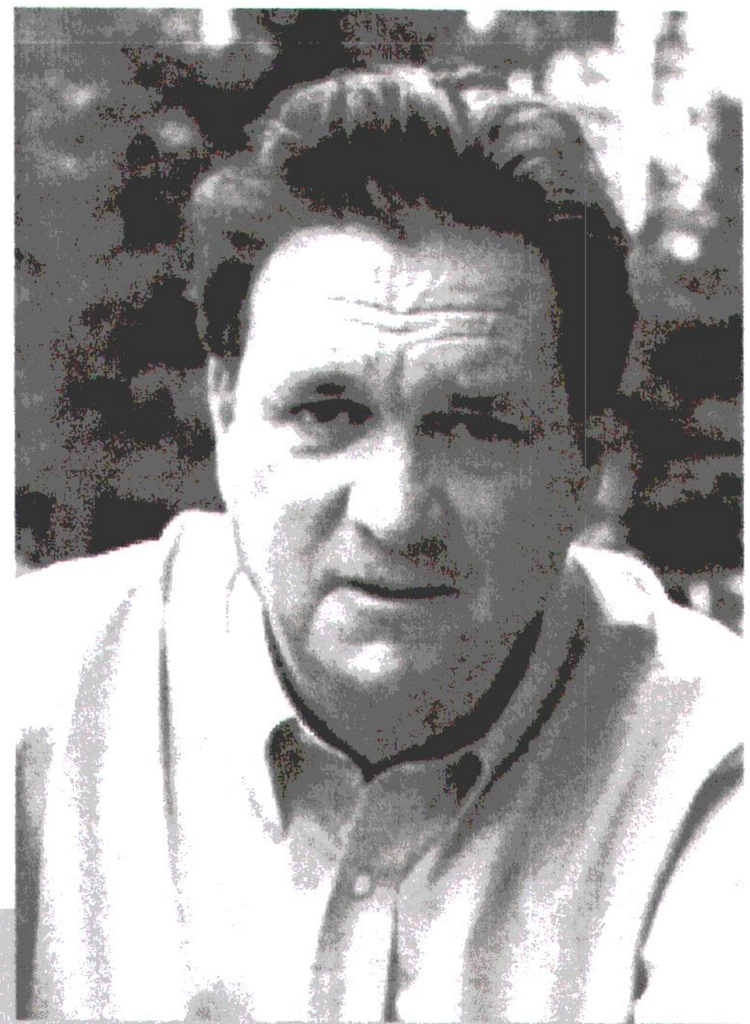
THURSDAY MORNING

Andrés Duany

Andres Duany is one of the most recognized and influential names in the world in the fields of urban land use and architecture. He is the founding principal at Duany Plater-Zyberk & Company (DPZ). DPZ is widely recognized as a leader of the New Urbanism, an international movement that seeks to end suburban sprawl and urban disinvestment. In the years since the firm first received recognition for the design of Seaside, Florida, in 1980, DPZ has completed designs for close to 300 new towns, regional plans, and community revitalization projects. This work has exerted a significant influence on the practice and direction of urban planning and development in the United States and abroad.

THURSDAY LUNCH

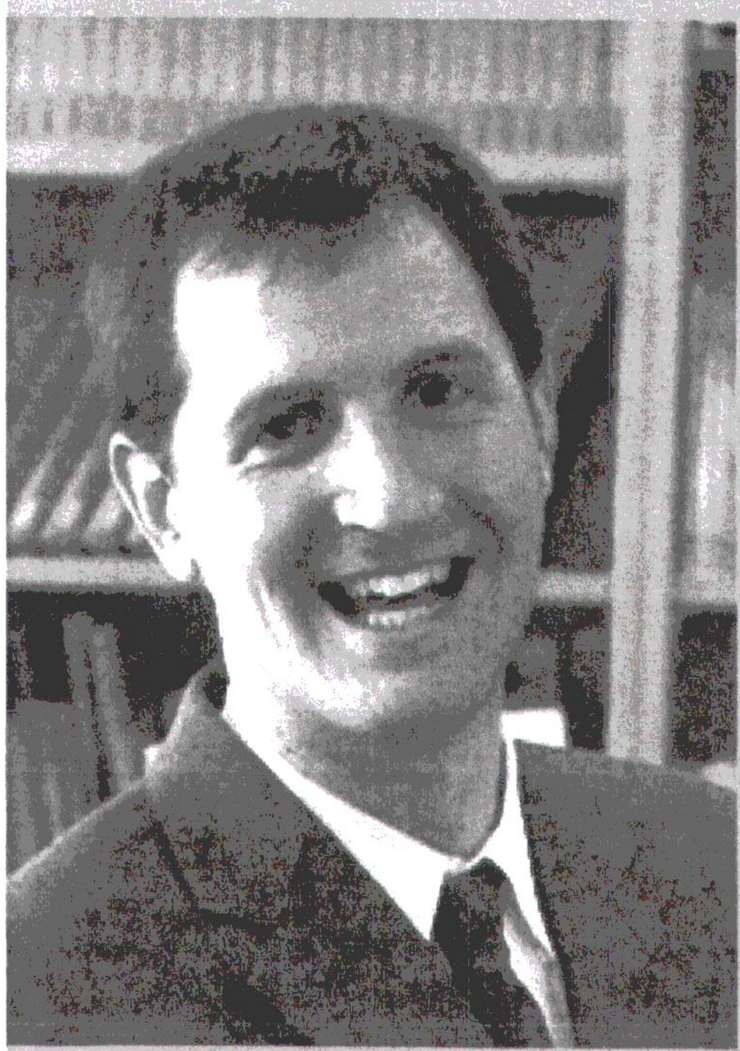
Jim Carroll



Jim Carroll's job is to make people feel uncomfortable ... maybe even a bit confused. Just when you think you have things figured out, Jim probably sees it differently. He has a knack for predicting trends and change, and helping business and government leaders see where things are going, and how they can not only adapt to change, but lead it.

FRIDAY LUNCH

Daniel Shapiro



Daniel Shapiro is the founder and director of the world-renowned Harvard International Negotiation Program and associate director of the Harvard Negotiation Project, the group that wrote the international bestseller Getting to Yes. He is on the faculty at Harvard Law School and in the psychiatry department at Harvard Medical School/McLean Hospital. He is co-author (with Roger Fisher) of the bestseller Beyond Reason: Using Emotions as You Negotiate. Shapiro is chair of the World Economic Forum's Council on Negotiation and Conflict Resolution, a group of political and business leaders mandated to establish global priorities involving negotiation and conflict resolution.

WEDNESDAY EVENING ENTERTAINMENT

Arrival *the music of ABBA*

ABBA was one of the greatest pop music groups of their era, selling millions of records worldwide that included a number of hit songs still heard widely today on radio, TV and in the movies. Not surprisingly, a number of "tribute" bands tour the world trying to recreate the unique sounds and style of ABBA. However, Arrival is widely known for being the tribute band that most closely captures the look and sound that is so uniquely ABBA.

NEIL SEDAKA

Friday Evening

The history of Rock N' Roll would be incomplete without the innumerable contributions of Neil Sedaka. For over fifty years, Neil has written, performed, produced, and inspired countless songs, and his canon of compositions will continue to stand the test of time.

Early in his career, Sedaka recorded chart toppers "The Diary," "Oh! Carol," " Stairway to Heaven," "Calendar Girl," "Little Devil," "Happy Birthday Sweet Sixteen," "Next Door To An Angel," and "Breaking Up Is Hard To Do," songs that have become a part of peoples' lives and can instantly take listeners back to special moments. As a songwriter, he's written for such artists including Frank Sinatra, Elvis Presley, Tom Jones, and The Fifth Dimension.

In 1975 he was back on top with "Bad Blood" and the quintessential "Laughter in the Rain," both reaching the #1 position on the music charts.

With a career spanning six decades, a rare feat in the entertainment world, Sedaka never ceases to amaze. He shows no signs of slowing down and we're thrilled to have him performing for Utah's local officials in September.

Special Events

Mobile Workshops

Once again we'll be offering two mobile workshops this year to give you a chance to take a closer look at some of the good things happening in local communities. The mobile workshops will be offered Wednesday morning, September 15th. Each begins at 9:00 a.m. and will conclude no later than 11:30 a.m. Space limitations are noted for each. Preregistration is encouraged as these typically fill up quickly. Same day registration will only be permitted if space is available.

Urban Agriculture

Until quite recently, if you lived in the city and wanted to raise chickens or keep bees, it was done contrary to most local ordinances and sometimes with the quiet complicity of your immediate neighbors. Not anymore. Urban agriculture is sweeping the nation and many animals once thought only appropriate for the farm are finding legal homes in backyards all over Utah. Our friends at Wasatch Community Gardens know a lot about urban agriculture and have helped many communities create ordinances that allow people to bring a bit of the farm into the city. On this tour they show you some of their wildly popular community gardens and a very productive and diverse backyard "farm." Space is limited to 35 participants.

Partners in Critical Community Services

So many communities in Utah are faced with a number of very difficult social issues, such as homelessness, domestic violence and settlement of refugees. These are not "big city" problems, but rather problems that affect cities and towns in every region of the state. Thankfully, there are a number of wonderful non-profit organizations in our state that step in and help local governments address these critical issues. On this tour we'll visit facilities and meet with experts who will share some helpful tools and insights that you can use in your own community. Space is limited to 35 participants.

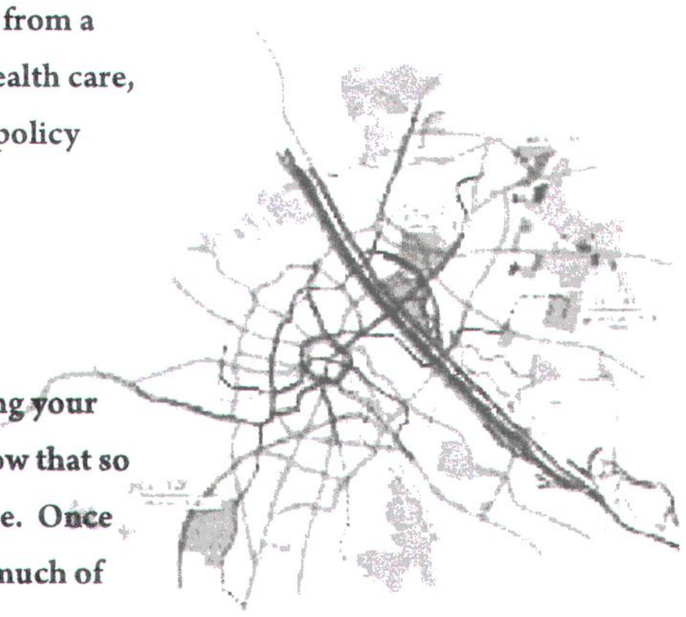
Roundtable Workshops

Think of it as workshop light. In this session you'll have a chance to spend 30 minutes with folks who are experts in a number of topics related to municipal issues. Their presentation will include a short overview of the topic and an explanation of why it matters to local officials, and the remainder of the time will be left for questions. After 30 minutes the bell will ring and you'll move to another table for your second discussion. Handouts from each table will be available for everyone at the conclusion of the session. This is a great place to get a lot of information quickly.

Special Events

Annual Business Session

Our annual business session will be held Friday morning, September 17. In this important meeting, members will have the opportunity to review and discuss ULCT policy that will become part of our 2011 legislative agenda. We'll also hear from a number of state policymakers who will address important issues such as health care, retirement, and other topics facing local leaders. If you want the latest on policy issues, this is where you'll find it.



Planner's Day

We know that budgets are tight and that sometimes it is a stretch just getting your elected officials and a few appointed officials to this event. But we also know that so many of the challenges you face in your communities are related to land use. Once again this year we're offering a Thursday-only registration and dedicating much of that day's agenda to planning related issues.

We're thrilled to announce that the renowned land use planner Andres Duany will be joining us on our Planner's Day. Mr. Duany is thought by many to be one of the top urban thinkers of our time and we're thrilled he has agreed to spend some time with Utah's municipal leaders.

Placemaking with PlaceMakers

Placemaking is a term that began to be used in the 1970s by architects and planners to describe the process of creating neighborhoods, squares, plazas, parks, streets and waterfronts that will attract people because they are pleasurable or interesting. PlaceMakers is a consortium of planners from the U.S. and Canada who specialize in providing a pragmatic framework for understanding the options that communities (both small and large) have with respect to how they grow (or even foster growth). A small team from PlaceMakers will join us at the conference and present a series of workshops on Thursday.

We anticipate that a number of these PlaceMaker workshops will qualify for AICP credit. We are awaiting word from APA regarding this issue and we'll post that information on our website when we have it.

Q&A Café

For those wanting less PowerPoint and more time to talk and exchange ideas with experts and other municipal officials, be sure to stop into the Q&A Café during the conference. We've been offering this more informal session format for the past two years, and it's quickly become one of our most popular. We'll post the café "menu" later in the summer on our website, www.ulct.org.

WHAT'S ON THE AGENDA

TENTATIVE AGENDA

Some workshop topics and times are very likely to change. We will continue to modify this agenda throughout the summer and provide a final version of it about one week prior to the conference.

AGENDA Tuesday, September 14, 2010

2010 ANNUAL GOLF CLASSIC

BOUNTIFUL RIDGE GOLF COURSE

7:00 am	Check-in and Continental Breakfast
8:00 am	Shotgun Start
1:00 pm	Barbecue Lunch

2:30 pm ULCT Legislative Policy Committee Meeting

SHERATON HOTEL

AGENDA Wednesday, September 15, 2010

DELEGATE TRACKS

7:00 am Continental Breakfast

7:00 am – 3:00 pm Registration Desk Open

8:00 am – 4:00 pm Exhibits Open

9:00 am – 11:30 am **MOBILE WORKSHOP** Urban Agriculture	9:00 am – 11:30 am **MOBILE WORKSHOP** Partners in Critical Community Services

10:30 am – 11:30 am **WORKSHOP 1** Smarter Public Safety	10:30 am – 11:30 am **WORKSHOP 2** The Wisdom of Crowds	10:30 am – 11:30 am **WORKSHOP 3** Saving Money Through Pavement Preservation	10:30 am – 11:30 am **WORKSHOP 4** Critical Water Issues in Cities and Towns

11:45 am – 1:30 pm **LUNCH**

Keynote Speaker: Mitch Albom

Sponsored by the Zions Bank—ULCT Speaker Series

1:30 pm – 1:50 pm **NETWORKING TIME IN THE HALLWAYS**

1:50 pm – 2:50 pm **WORKSHOP 5** How Much is too Much Debt?	1:50 pm – 2:50 pm **WORKSHOP 6** Measuring Citizen Satisfaction	1:50 pm – 2:50 pm **WORKSHOP 7** Writing a Better Ordinance	1:50 pm – 2:50 pm **WORKSHOP 8** City Showcase: Great Ideas from a Member City
3:00 pm – 4:00 pm **WORKSHOP 9** Fees vs. Taxes: Policy Considerations	3:00 pm – 4:00 pm **WORKSHOP 10** Getting More with Intelligent Transportation	3:00 pm – 4:00 pm **WORKSHOP 11** Basic Community Communications	3:00 pm – 4:00 pm **WORKSHOP 12** City Showcase: Great Ideas from a Member City

7:30 pm – 9:30 pm **DESSERT RECEPTION AND ENTERTAINMENT BY *ARRIVAL:* THE MUSIC OF ABBA**

AGENDA Thursday, September 16, 2010

DELEGATE TRACKS

7:00 am Continental Breakfast

7:30 am – 3:00 pm Registration Desk Open

8:30 am – 9:30 am
WORKSHOP 13
Benefiting from School Trust Lands

8:30 am – 9:30 am
WORKSHOP 14
Keynote Presentation-Andrés Duany
How Cities and Towns Can Take Advantage of the Changing Nature of Real Estate Development

9:40 am – 10:40 am
WORKSHOP 15
Property Tax: The Best Local Tax, or the Worst?

9:40 am – 10:40 am
WORKSHOP 16
Social Media: Legally and Effectively

9:40 am – 10:40 am
WORKSHOP 17
Essentials of Emergency Management

9:40 am – 10:40 am
WORKSHOP 18
How Leaders Can Leverage PlaceMaking as an Economic Development Tool

10:55 am – 11:45 am
WORKSHOP 19
Building a Tax Base

10:55 am – 11:45 am
WORKSHOP 20
Essentials of Debt Issuance

10:55 am – 11:45 am
WORKSHOP 21
The Top 10 PlaceMaking Tools You Don't Have, But Need Today (and How to Get Funding for Them)

10:55 am – 11:45 am
WORKSHOP 22
Dealing with Foreclosures in Your Community

11:50 am – 1:20 pm LUNCH
Keynote Speaker Jim Carroll

1:30 pm – 2:20 pm
WORKSHOP 23
Thorny Personnel Problems

1:30 pm – 2:20 pm
WORKSHOP 24
How to Build Community Support for Great PlaceMaking

1:30 pm – 2:20 pm
WORKSHOP 25
Home Owners Associations: the Good, the Bad, the Unknown

1:30 pm – 2:20 pm
WORKSHOP 26
Wide Street Conundrum

2:40 pm – 3:40 pm
WORKSHOP 27
Achieving Your Community's Goals with Form-Based Codes

2:40 pm – 3:40 pm
WORKSHOP 28
Strategic Business Recruitment

2:40 pm – 4:00 pm
WORKSHOP 29
Roundtable Discussions

TOPICS:

- Brownfields
- Parks and Recreation Programs
- State History Places Toolkit
- Good Landlord Program
- Sister Cities Program
- Cloud Computing
- Business Analytics
- Afterschool Programs
- Local Funds for Local Needs
- Airports
- Economic Development Assessment

(more topics to be added)

Registration Deadline September 1, 2010

AGENDA Friday, September 17, 2010

DELEGATE TRACKS

7:00 am Continental Breakfast

8:00 am – 3:00 pm Registration Desk Open

8:00 am – 11:00 am ULCT BUSINESS SESSION

11:10 am – 12:00 pm
WORKSHOP 30
Smarter Water Management

11:10 am – 12:00 pm
WORKSHOP 31
Creating Effective Youth City Councils

11:10 am – 12:00 pm
WORKSHOP 32
Loss & Cost Control

12:00pm – 2:00 pm LUNCH
Keynote Speaker, Daniel Shapiro Essay Contest Award Winners

2:10pm – 3:00 pm
WORKSHOP 33
Partnering with Union Pacific in Your Community

2:10pm – 3:00 pm
WORKSHOP 34
Real Estate Market Analysis

2:10pm – 3:00 pm
WORKSHOP 35
Partnering with Community Non Profit Organizations

2:10pm – 3:00 pm
WORKSHOP 36
Energy Efficiency Policies and Programs

3:10 pm – 4:00 pm
WORKSHOP 37
David Church, Unplugged

3:10 pm – 4:00 pm
WORKSHOP 38
TBA

6:00 pm PRESIDENT'S RECEPTION, Poolside

7:00 pm DINNER AND ENTERTAINMENT BY NEIL SEDAKA

Partner's program

For those members bringing along a spouse or a significant other, we're offering a special just for them. This year's activities include keynote speakers, topical workshops, nutrition advice, a fitness class, a visit to Red Butte Gardens, and a chance to see old friends and create new ones. Don't forget to register your partner!

Hotel information

Sheraton City Centre – HOST HOTEL
150 West 500 South, 801.401.2000 – $119

Crystal Inn
230 West 500 South, 801.328.4466 – $90

Hilton Garden Inn
250 West 600 South, 801.364.5200 – $119

When making your reservations, please indicate you are part of the Utah League of Cities and Towns Convention.

Utah League of Cities and Towns 103ND Annual Convention

Registration Form ~ September 15 -17, 2010 ~ Sheraton City Centre, 150 West 500 South, Salt Lake City

PLEASE TYPE OR PRINT CLEARLY

City / Town / Agency / Business _____ Phone _____ E-mail _____

Delegate name _____ Position _____

Address _____ City _____ Zip _____

Partner's name (required only if attending convention) _____

Person completing form _____ Phone _____

REGISTRATION FEES Full delegate and partner registration fees include three continental breakfasts, three lunches, two dinners, scheduled breaks, general sessions and workshops.

Friday's President's Banquet will be assigned seating on a first-registered basis with preferred seating for full registrants.

PLEASE CHECK APPROPRIATE BOXES

Fees

	OFFICIALS FROM MEMBER CITY OR TOWN	GOVERNMENT NONMEMBER	PRIVATE SECTOR
Full Registration	☐ $325	☐ $425	☐ $625
Partner Registration	☐ $250	☐ $325	☐ $400
Golf Tournament	☐ $ 85	☐ $ 95	☐ $125
Wednesday Only	☐ $135	☐ $150	☐ $175
Thursday Only (Planners' Day)	☐ $115	☐ $150	☐ $175
Friday Only	☐ $150	☐ $170	☐ $210

☐ Please check for non-meat meals

☐ In compliance with ADA, arrangements can be made for those with special needs.
Please contact the League office if you have special needs.

Mobile Workshops

Mobile workshops run concurrently on Wednesday from 9:00 am to 11:30 am

☐ Salt Lake City: Urban Agriculture, $15

☐ Salt Lake City: Partners in Critical Community Services, $15

Space is limited for each mobile workshop. On-site registration will be offered only if space is still available. Workshops with fewer than 10 people pre-registered will be cancelled.

Extra Tickets *(available for non-registered guests)*

		QUANTITY	TOTAL
Wednesday Lunch	$30	_____	_____
Wednesday Dessert with Arrival: The Music of ABBA	$35	_____	_____
Thursday Lunch	$30	_____	_____
Friday Lunch	$30	_____	_____
President's Banquet with Entertainment by Neil Sedaka	$65	_____	_____

TOTALS _____

Delegate Registration Fee	$ + _____
Partner Registration Fee	$ + _____
Mobile Tour	$ + _____
Golf Tournament	$ + _____
Extra Tickets—Total Amount	$ + _____
$30.00 less without President's Banquet (only for full or Friday only registrations)	$ – _____
$15.00 Late Fee (received after September 1)	$ + _____
TOTAL AMOUNT DUE	$ _____

☐ I've enclosed a check

Please bill my: ☐ Visa ☐ MasterCard ☐ American Express

Name (as it appears on card) _____ Signature _____

Card number _____ Expiration date _____

REGISTRATION DEADLINE IS September 1, 2010

If you need additional forms, please copy this one or they may be downloaded from the website: **www.ulct.org**

Two ways to register

1. By mail

Mail this form with payment to ULCT, 50 South 600 East, Suite 150, Salt Lake City, UT 84102

2. By Fax

Fax this form with credit card payment to: (801) 531-1872

Cancellation Policy

All cancellations must be received in writing (e-mail or fax acceptable) no later than September 1, 2010. A fee of $30 will be assessed for those cancellations received before the deadline. No refunds will be given after the September 1 deadline. No shows will be billed. If you have any questions, please contact McKenzie Kunz at the League office (800) 852-8528 or (801) 328-1601 or e-mail mkunz@ulct.org.

ULCT Annual Golf Classic
Registration Form

Bountiful Ridge Golf Course, 2430 Bountiful Boulevard
Tuesday, September 14, 2010

Scramble Format

Registration deadline is September 1, 2010

Please note

- *You must be a participant in the Annual Convention to be eligible to golf.*
- *After the deadline we cannot guarantee that the registrant will be able to golf. Pre-registration is required for golf.*
- *Listing people for your desired foursome does not register them. Each person must have their own form. If extra forms are needed, please copy this form.*
- *We reserve the right to assign foursomes not otherwise requested on this form.*

Golfer's name _____

Spouse's name (if golfing) _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail address _____

Fees	OFFICIALS AND SPOUSES FROM MEMBER CITY OR TOWN	GOVERNMENT NONMEMBER	PRIVATE SECTOR
	$85	$95	$125

Registration fee for delegate ..... $ _____

Registration fee for spouse ..... $ _____

Total due for golf ..... $ _____

Schedule

7:00 am	Check-in and Continental Breakfast
8:00 am	Tee Off (Shotgun Start)
1:00 pm	Barbecue Lunch

Foursome (please list your desired foursome—no guarantees)

1. _____
2. _____
3. _____
4. _____

☐ I've included my golfing fee with the conference registration

☐ I've enclosed a separate check for golf

Please bill my: ☐ Visa ☐ MasterCard ☐ American Express

Name (as it appears on card) _____

Card number _____ Expiration date _____

Signature _____

Sponsored by Lance Allen, Waste Management of Utah, Inc.

MAKING *Life* BETTER

Utah's Cities and Towns

Sponsored by Energy Solutions

2010 Essay Contest Winners

The winners in the 2010 essay contest represent a cross section of our state both urban and rural communities. Wherever they live, kids will let us know how they feel about their home turf. If elected leaders ever get depressed about how overwhelming it is to make progress in a community, they need to talk to the kids. They have a way of seeing the good in a community. The following students are this year's award winners:

Fourth Grade

FIRST PLACE	*SECOND PLACE*	*THIRD PLACE*
Jakob Haderlie	**Andrew Numbers**	**Kevin Harris**
Mountain View Elementary	Sunrise Elementary	North Park Elementary
Brigham City	*Sandy*	*Tremonton*

Seventh Grade

FIRST PLACE	*SECOND PLACE*	*THIRD PLACE*
Mikaela Schmiett	**Elizabeth Larson**	**Merrick Carr**
J.E. Cosgriff Catholic School	White Pine Middle School	American Heritage School
Salt Lake City	*Richmond*	*American Fork*

These individuals and their schools received the following prizes:

FIRST PLACE	*SECOND PLACE*	*THIRD PLACE*
$100 to the student	**$75 to the student**	**$50 to the student**
$1,000 to the school	**$750 to the school**	**$500 to the school**

League members will hear the first-place essays read by their authors during the Friday luncheon at the Annual Convention.

Information for the fourteenth annual essay contest will be sent to school principals in September. You might want to check and encourage your local schools to participate. Perhaps a student from your community will be honored next year.

www.ulct.org

Nominations to the ULCT Board

At the Annual Convention each year several vacancies on the League's board of directors are filled with new members. If you have a desire to serve on the board, or know someone who might, please watch for the nomination documents that were sent to each city in late June. Any mayor or council member from a dues paying member city or town is eligible to be nominated and to nominate. If you have questions about this process, please contact Lincoln Shurtz at the League office: (801) 328-1601 or (800) 852-8528 or lshurtz@ulct.org.

Nominations are due by September 7, 2010.

Utah League of Cities and Towns
50 South 600 East, Suite 150
Salt Lake City, Utah 84102

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ULCT Officers

PRESIDENT
Steve Fairbanks, Council Member, Sandy City

FIRST VICE PRESIDENT
Mike Winder, Mayor, West Valley City

SECOND VICE PRESIDENT
Scott Harbertson, Mayor, Farmington City

TREASURER
JoAnn B. Seghini, Mayor, Midvale City

PAST PRESIDENT
Jill Remington Love, Council Member, Salt Lake City

ULCT Ex-Officio Members

Tom Bakaly, President, Utah City Management Association, Park City
Donna Weaver, President, Utah Municipal Clerks' Association, Orem City
Nancy Dean, 2nd Vice President, Utah Municipal Clerks' Association, Clearfield City
David Church, ULCT Legal Counsel

ULCT Board of Directors

Carlton Christensen, Salt Lake City
Candace Erickson, Park City
Caitlin Gochnour, Ogden City
Melissa Johnson, West Jordan City
Gerald Knight, Nibley City
Sonja Norton, Vernal City
Jim Ortler, Brian Head Town
Lynn Pace, Holladay City
Dave Sakrison, Moab City
Steve Turley, Provo City
Warren Vaughn, Washington Terrace City
Russ Wall, Taylorsville City

ULCT Staff

Kenneth Bullock, Executive Director
Neil Abercrombie, Policy Analyst
David Church, ULCT Legal Counsel
Brian Hall, Director of Training
Claire Henriod, Administrative Assistant
Jodi Hoffman, Land Use Analyst
McKenzie Kunz, Executive Assistant
Doug Macdonald, Economic Policy Analyst
Michelle Reilly, Director of Administrative Services
Meg Ryan, Planning Analyst
Lincoln Shurtz, Director of Legislative Affairs
Roger Tew, Senior Policy Analyst
Matt Christensen, Intern

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QUESTAR
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Agenda Item 13

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

S U B J E C T: **City Council reports**

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

Information to be provided at the City Council meeting

1. Jim
screws on fagan trail —
2. Sid
1. trailhead South Park ??
2.
3. Rich Dutson

Mtg w/ UDOT - Darrin, Kerry, / Davis
agreement w/ P. Hirst

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

Agenda Item 14

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

S U B J E C T: **Miscellaneous**

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

Information to be provided at the City Council meeting

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

Agenda Item 15

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
July 20, 2010

Petitioner _____

SUBJECT: **Items of general correspondence**

ACTION TO BE CONSIDERED:

15-1. Letter of interest in supplying help for wall decorations at the Community Center from Silk Petals (see tab 16)

15-2. Letter to James V. Hansen from Max Forbush answering a question on utility billing (see tab 17)

15-3. Letter to David Freed from Max Forbush regarding water meters (see tab 18)

15-4. Bond reduction letters related to Silverwood Subdivision Phase 2 and Silverwood Subdivision Phase 1 (see tab 19)

GENERAL INFORMATION:

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

Max Forbush

From: Wade [wade3722@msn.com]
Sent: Monday, July 12, 2010 7:11 AM
To: mforbush@farmington.utah.gov
Subject: Request to Decorate

Mr. Forbush;

We at SILK PETALS have been a part of the Farmington community for 22 years. We specialize in Fresh/Silk Floral & home decor. We would love to give back to the community by being involved in the interior decorating project of the new Farmington City building. If selected, you would find our pricing reasonable and fair. Mary Lee, former owner, would also be working side by side with us on this project, if selected. We would appreciate you considering our offer.

Sincerely,

Connie Ruesch & Wade Bingham
Owners & Managers of SILK PETALS
801-451-5106

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

FARMINGTON
HISTORIC BEGINNINGS · 1847

July 8, 2010

James V. Hansen
399 East Oak Lane
Farmington, Utah 84025

Re: Farmington Utility Billing - Differences between Commercial and Residential use

Dear Jim,

Thanks for taking time to ask about the cost differences on the monthly utility bill between commercial and residential uses. Here are the major differences:

- Sanitary Sewer is $16/month more for a commercial use . The difference in rate is established by the Central Davis Sewer District which the City pays and then passes the cost onto Farmington commercial customers. The Central Davis Sewer Board approves the rate structure and the City does the billing for them. You may want to ask them why there are different rate structures. The Manager of the District is Leland Meyers who can be reached at 451-2190.

- The City's Storm Water Utility fee is $7/month per residential customer. All non-residential users including churches, governmental buildings, commercial and all other non-residential are assessed on the basis of size of property and the percent of impervious material as compared to the ESU (equivalent service unit) of a single family. The ESU for a home is 3819 square feet of impervious surface. That area is divided into the impervious area of each non-residential property to determine the monthly bill. Each non-residential property was measured initially by means of aerial photography to determine the number of ESU"s that would be assessed on a monthly basis for each developed property in the City.. I would think your commercial property is being assessed for 1.4 ESU's @ $7 per ESU or $9.80/ month.. The theory behind this assessment is properties producing more storm water run-off should pay its equivalent share of the cost of storm water management and maintenance.

If you need additional clarification, please don't hesitate to call. My direct line is 801-939-9203.

Sincerely,

Max

Max Forbush, City Manager

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

Why do I pay 18.00
more for a small office
building than I do for
my home. Why are business
discriminated against?

Please Respond

James D. Hansen
399 Oak Lane
Farmington, Utah

City revenues come from a variety of sources, many of which have restrictions on where the money can be spent. Therefore, it is frequently incorrect to assume city policy makers are unwise in how spending revenues are prioritized, when often legal mandates dictate where dollars are spent. For example, impact fees collected from development can only be spent towards projects pre-selected to help mitigate challenges created by the development of the city.

Don't be shy about posing any questions you might have on city expenditures. City officials want the public to be informed and welcome the opportunity to respond to citizens' opinions or questions.

FARMINGTON

HISTORIC BEGINNINGS · 1847

130 North Main
P. O. Box 160
Farmington, Utah 84025-0160
Telephone (801) 451-2383

BILLING DATE ►	06/30/2010
DUE DATE ►	07/31/2010
ACCOUNT NO. ►	9.02060.1

SERVICE ADDRESS:

56 S 200 W

JAMES HANSEN OFFICE
PO BOX 751
FARMINGTON UT 84025

Utility Billing Cycle from 06/01/2010 to 06/30/2010

PREV READ	CURR READ	USAGE	CODE	AMOUNT
			PAST DUE BAL	
			CURRENT CHARGES	
187	187	0	Water Overage	
			Water Minimum	13.50
			Sewer	36.00
			Garbage	12.50
			Storm Drain	9.80
			Recycling	
			Late Fee	

ANY PREVIOUS BALANCE IS DUE WITHIN 10 DAYS. STATEMENTS ARE DELINQUENT 30 DAYS AFTER BILLING DATE AND WILL BE ASSESSED A **5% LATE FEE.**

Pay This Amount ► 71.80
by due date

MESSAGE

▲ DETACH HERE ▲ PLEASE RETURN LOWER PORTION WITH YOUR PAYMENT ▲ DETACH HERE ▲

FARMINGTON

Farmington City
P.O. Box 160
Farmington, UT 84025

DUE DATE	ACCOUNT NO.	AMOUNT DUE
07/31/2010	9.02060.1	71.80

JAMES HANSEN OFFICE
PO BOX 751
FARMINGTON UT 84025

AMOUNT PAID

Dear David,

Mayor Harbertson has asked me to reply to your recent letter regarding the Neptune meter reading device that Lagoon is considering to buy. The City has no problem, whatsoever if you choose to acquire the reader with its related programming. Please know that I have spoken with Larry Famuliner, City Water Superintendent asking for his input as to your letter. Larry informs me that Lagoon would be able to obtain meter readings any time they choose to use the reader that is to be purchased. However, please understand that the reader will not allow Lagoon to obtain the data logging information without getting into the City's meter vaults, which are restricted to City personnel only.

As you know, the City is now providing and will continue to provide the monthly data logging information together with Lagoon's monthly water bill. The City water operators are willing to allow Lagoon's employees to accompany them when the meters are read. Please let me know whether you are interested in this accommodation.

You make the statement in your letter that you "have been assured that there is nothing more required with regard to the City's meters...." I just wanted to make you aware that you should depend on the vendor for that information since they have the technical information to advise you appropriately in that matter.

Respectfully,

Max Forbush
City Manager

it's what fUN is!
Lagoon

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

July 9, 2010

Mayor Scott Harbertson
28 East 930 North
Farmington, UT 84025

Dear Scott:

You may be aware that during our discussions with the City concerning Lagoon's new water meters it was said that Lagoon could establish the capability to read the meters. Conservation, peak avoidance, and the new water values make it important for Lagoon to understand its water use at all times. Therefore, we plan to purchase the required, not inexpensive equipment and have it installed.

With this letter is a copy of the quotation for the equipment. I want to confirm with you that Farmington has no objection to Lagoon monitoring its water consumption through the use of this equipment. I have been assured that there is nothing more required with regard to the City's meters, and that the meters are "broadcasting" the information continuously. Lagoon's equipment would be a receiver of this broadcast. The information would be fed to our computers for monitoring and analysis.

Will you please confirm your approval of Lagoon's proposed water monitoring using this equipment.

Thank you for your assistance.

Sincerely,

David W. Freed
Lagoon Corporation

DWF:jc

Enclosure

NEPTUNE
TECHNOLOGY GROUP INC.

1600 Alabama Highway 229
Tallassee, AL 36078
www.neptunetg.com
Quote Provided by: **MeterWorks**

No. of Pages: 1

Date: 12/04/08

Prices Valid Until:

PRICE QUOTATION

Customer

Company: Lagoon
Address:
Attn: Chad Smith
Phone: (801) 451-8144
Email:

Project

Job/City: Lagoon
Bid Number:
Bid Date:

Quantity	Product Description	Unit Price	Total
	R900 GPRS Gateway		
1	R900 GPRS Gateway 110V AC, Landline Modem, Standard Mount	$ 10,833.33	$ 10,833.33
1	R900 GPRS Gateway Software	$ 6,500.00	$ 6,500.00
1	Training on R900 GPRS Gateway and software	$ 2,200.00	$ 2,200.00
	Lagoon would be resposible to mount the R900 GPRS Gateway and make sure power and landline were available to the unit.		
		TOTAL	$ 19,533.33

Notes

This is what would be required for you to use the R900 GPRS Gateway and software. I have enclosed the information on the R900 GPRS Gateway and what it can do for you.

FOB *Lagoon, Farmington, UT.*
TERMS *Special order item, must be paid in advance.*
DELIVERY *20 Weeks from time of delivery*

MeterWorks

Name Ken Sheffield
Title Sales Representative
Address 1199 West 850 North
Centerville, UT. 84014
Phone (801) 309-6612
Email ken.sheffield@meterworks.net

WE APPRECIATE THE OPPORTUNITY TO PROVIDE PRICING ON THE PRODUCTS LISTED AND LOOK FORWARD TO SERVING YOU

Max

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

FARMINGTON
HISTORIC BEGINNINGS · 1847

July 7, 2010

Mr. Eric Bengtzen
Wells Fargo Real Estate Group
299 S. Main, 6th Floor
Salt Lake City, UT 84117

RE: **Warranty Release Letter- Silverwood Subdivision Phase 2**
Escrow Account # 1544

Dear Mr. Bengtzen:

We have received a request to substantiate work completed and release the warranty bond on the public improvements in the above referenced subdivision. The City has inspected the work and found it to be acceptable at this time. The two year warranty period will end on July 7, 2010.

You are hereby authorized to release about **$80,863.00**. The revised escrow bond coverage should be $0.00. Please let us know if there is any discrepancy in the remaining balance figure. Should you have any questions please contact Ken Klinker at 939-9212.

Sincerely,

Ken Klinker

Ken Klinker
Farmington City

cc: Max Forbush
Mayor and City Council
Matt Van Drimnelen
File

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PHONE (801) 451-2383 • FAX (801) 451-2747
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Max

FARMINGTON CITY

SCOTT C. HARBERTSON
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CITY COUNCIL

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CITY MANAGER

FARMINGTON
HISTORIC BEGINNINGS · 1847

July 7, 2010

Mr. Eric Bengtzen
Wells Fargo Real Estate Group
299 S. Main, 6th Floor
Salt Lake City, UT 84117

RE: **Silverwood Subdivision Phase 1**
Escrow Account # 1544

Dear Mr. Bengtzen:

We have received a request to substantiate work completed and end the warranty period on the public improvements in the above referenced subdivision. The City has inspected the work and found it to be acceptable at this time. The two year warranty period will end on July 7, 2010.

You are hereby authorized to release the escrow bond in the amount of about $34,478.35. The revised escrow bond coverage should be $0.00. Please let us know if there is any discrepancy in the remaining balance figure. Should you have any questions please contact Ken Klinker at 939-9212.

Sincerely,

Ken Klinker

Ken Klinker
Farmington City

cc: Max Forbush
Mayor and City Council
Matt Van Drimnelen
File

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