WORK SESSION: A work session will be held at 5:30 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The agenda for the work session includes:

- Report of City Tree Inventory - Matt McCullough
- Review of City Council Agenda

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, October 19, 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

7:05 2. Approval of Minutes of Previous Meetings

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:10 3. Special Presentations to Honor and Commemorate the Service of Larry A. Gregory, former Fire Chief

- Mayor Harbertson and City Council
- Fire Department
- Meledie Gregory

7:20 4. Planning Commission Report

PUBLIC HEARINGS:

PRESENTATION OF PETITIONS AND REQUESTS:

7:30 5. Consideration of Request by Ivory Homes and Wesley and Stephanie Hatt for lot line adjustment in Silverwood Phase II Subdivision pertaining to lots 205 and 206

7:40 6. Consideration of Request to: (1) Amend the Farmington Bay Business Park, Subdivision Plat A by vacation of Lot 1 and (2) Creating a condominium plat for Lot 2, buildings 1 and 2 at 1262 South 650 West - Kent Whitehead

7:45 7. Consideration of "Little Miss" Program as recommended by the City's Parks & Recreation Director

SUMMARY ACTION:

7:50 8. Minute Motion Approving Summary Action List

- Ratification of Approvals of Construction & Storm Water Bond Agreements.
- Authorization to purchase artificial trees at City Hall from Silk Petals for $1,031.92 out of City building account.
- Authorize the purchase of ten (10) jersey barriers for $5,700 from the City Council contingency fund.
- Authorization/Approval to increase City match for Land & Water Conservation Grant from $58,000 previously approved to $62,355.
- Authorize purchase of acrylic time capsule cover plate out of City building account.

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS

7:55 9. Review and consideration of Ordinances and Resolutions pertaining to code enforcement:

- Ordinance amending Title 7, Chapter 9 regarding the cleaning of real property.
- Ordinance enacting 1-12-015 regarding criminal enforcement actions and amending 1-12-30 regarding civil penalties; and enacting Chapter 1-15 pertaining to Civil Penalties and Enforcement Procedures.
- Resolution appointing City Inspectors to enforce the provisions of Title 7, Chapter 9.
- Resolution amending the Consolidated Fee Schedule regarding fines for civil penalties.

8:10 10. Resolution amending City's Development Construction Standards pertaining to the issuance of Excavation Permits

8:15 11. Review of Verizon Agreement

OLD BUSINESS:

8:25 12. Additional information regarding Extension of Sewer Line in Station Parkway regarding previous discussion with Haws Company at Oct. 5, 2010, City Council meeting

NEW BUSINESS:

8:30 13. Award of Bid/Proposal

- Community Center Municipal Water Well Drilling
- Financial Advisory Service

8:35 14. City Manager's Report

- CenterCal's Letter requesting postponement of Developer's obligation and commencement of tax increment subsidy project
- City Building Report
- Station Parkway Report/Budget
- City Manager Interview Schedule

GOVERNING BODY REPORTS:

8:40 15. Mayor Harbertson & City Council Reports

MISCELLANEOUS:

8:50 16. Miscellaneous

a. Miscellaneous items.

b. Minute motion adjourning to closed session, to discuss strategy as it pertains to acquisition of real property and pending litigation

NOTICES OF COMMUNICATION

9:10 17. Items of General Correspondence

9:15 **ADJOURN**

DATED this 15th day of October, 2010.

FARMINGTON CITY CORPORATION

By: Margy Lomax
Margy 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.

Agenda Item 1

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

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

It is requested that Council Member Sid Young give the invocation/opening comments to the meeting and that Margy Lomax, City Recorder, 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:
October 19, 2010

Petitioner _____

SUBJECT: **Approval of Minutes of Previous Meetings**

ACTION TO BE CONSIDERED:

Minute motion approving the minutes of the regular City Council meeting held October 5, 2010.

GENERAL INFORMATION:

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

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

DRAFT

FARMINGTON CITY COUNCIL MEETING

Tuesday, October 5, 2010

CITY COUNCIL WORK SESSION/EAST CONFERENCE ROOM

PRESENT: *Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Cory Ritz, Jim Talbot and Sid Young, City Manager Max Forbush, Assistant City Planner Glenn Symes, City Finance Director Keith Johnson, City Engineer Paul Hirst and Recording Secretary Cynthia DeCoursey*

Mayor Harbertson called the meeting to order at 6:00 p.m., and **Jim Talbot** offered an opening prayer. City Finance Director **Keith Johnson** gave the financial report, and the Council discussed the following agenda items:

(Agenda Item #5) – (Public Hearing) – Consideration of Amendment to the Farmington Ranches Neighborhood Park Master Plan

Mayor Harbertson explained that City Parks Director **Neil Miller** has requested an amendment to this master plan. Residents living near the Park have expressed opinions that they are opposed to changing the plan. The **Mayor** reviewed past agendas and minutes and found no specific record of discussing and/or approving the landscaping plan. He referred to paragraph 5, page 2, of the Agreement with Farmington Ranches: "The City has the right to determine the size, design, use and makeup of the Park and related improvements." The Council will make a decision following remarks from **Neil Miller** and any residents who wish to speak during the public hearing.

(Agenda Item #6) – (Public Hearing) – Consideration of Plat Amendment for the Village at Old Farm Phase II pertaining to the vacation of three residential building lots with subsequent action to consider a two-lot minor plat approval with a dedicated public street right of way

Max Forbush explained that this request is for a plat amendment, and there may be a road sometime in the future depending on how the property to the north is developed. Approving the amendment doesn't mean you build the road improvements. The development agreement specifies that if it is developed as residential, there is a provision for a road. However, if the area is commercial, the space could be vacated and used as open space.

(Agenda Item #7) – Review of The Haws Company email correspondence regarding conditions for delay of paving the north end of Station Parkway road

Mayor Harbertson said the City has asphalted a portion of this road and is required to continue the asphalt to Burke Lane. However, the Public Works Department would like to allow

the sewer trenches to settle through the winter and then finish the asphalting next spring. **Rich Haws** submitted a letter listing items which may be affected by this decision and which need to be reviewed by the City. The Council discussed the proposed amendments and agreed that delaying the asphalting would be a wise decision.

REGULAR CITY COUNCIL/CITY CHAMBERS/CALL TO ORDER

PRESENT: *Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Cory Ritz, Jim Talbot and Sid Young, City Manager Max Forbush, Assistant City Planner Glenn Symes, City Engineer Paul Hirst, City Recorder Margy Lomax and Recording Secretary Cynthia DeCoursey*

Mayor Harbertson opened the meeting at 7:00 p.m. and welcomed those in attendance, including Farmington Youth Council Member **Courtney Kattelman**. **Margy Lomax** offered the invocation, and the Pledge of Allegiance was led by **Max Forbush**.

APPROVAL OF MINUTES (Agenda Item #2)

Motion

Sid Young made a motion to approve the minutes of the City Council meeting held September 21, 2010 with one minor amendment. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, **Young**, and **Talbot**.

TRAIL ADVOCATE OF THE YEAR PRESENTATION – FARMINGTON TRAILS COMMITTEE CHAIRMAN GEORGE CHIPMAN (Agenda Item #3)

George Chipman said the Committee looks forward to presenting this award each year, and he announced **Max Forbush** as the Trail Advocate of 2010. He praised the efforts of **Mr. Forbush** and thanked him for the support he has given to the Trail Committee. **Mr. Chipman** also mentioned that the 6th edition of the Farmington Trails Guide has been published, and he presented a copy to **Mayor Harbertson**.

PLANNING COMMISSION REPORT (Agenda Item #4)

Glenn Symes informed the Council that **Craig Kartchner** moved from Farmington several weeks ago, and the Commission appointed **Randy Hillier** as the new Vice Chairman. The Commission approved a request from WCI Construction to amend the Farmington Bay Business Park Plat A for the creation of a condominium plat which will be on the next City Council agenda. The Commission also approved a conditional use permit for a sales office in the model home on Lot 23 in the Grove PUD.

(PUBLIC HEARING): CONSIDERATION OF AMENDMENT TO THE FARMINGTON RANCHES NEIGHBORHOOD PARK MASTER PLAN (Agenda Item #5)

Mayor Harbertson asked Parks & Recreation Direction **Neil Miller** to state his reasoning for the request to amend the master plan and eliminate the plan for trees in the center of the Park. **Mr. Miller** explained that planting trees in the center of the Park space may create undesirable limitations. The open space would be lost, and the remaining areas would be too small for adequate usage. He said a 100 x 40 foot area is barely sufficient for a volleyball court. He said 102 trees have been planted in the park since construction began, and ten Eagle Scout projects were completed.

Public Hearing

Mayor Harbertson opened the public hearing at 7:15 pm.

Stephen Petersen, 1981 W. Old Fort Road, said he lives near the Park which is being used and enjoyed by Farmington residents. He added that the tennis courts are a great amenity and are used frequently. He referred to a landscaping master plan and an agreement between the City and the Farmington Ranches HOA dated April 2008 and said an important part of the plan was to include many different sizes and varieties of trees. He urged the Council not to amend the landscaping master plan.

Gordon Crabtree, 1611 W. Ranch Road, thanked City staff and the Council for creating this wonderful park in west Farmington. He believes it will be a great asset to the City of Farmington, and he asked the Council to follow through with the terms of the master plan.

Jennie Benson, 1844 W. Country Bend Circle, said she has been a member of the HOA Park Committee for several years. She said the residents of west Farmington love the Park, and it is rarely empty. She mentioned an eyesore on the east side of the park and said additional trees would help diminish the effect. She urged the Council to leave the master plan as it was originally written.

Matthew Gore, 2068 Silver Spur Way, said the park is a beautiful amenity for west Farmington. He believes usage will continue to increase, and the park will be better utilized with additional trees.

Jody Garlick agreed with all of the previous comments. She is in favor of locating trees in the center of the park and believes they will help diminish the noise.

Mayor Harbertson closed the public hearing at 7:35 p.m. and quoted paragraph 5 on page 2 of the Farmington Ranches Subdivision Public Park Agreement: "Except as otherwise

provided in Section 6 of this Agreement, the City also reserves the right in its sole discretion to determine the size, design, use and make up of the Park and related improvements."

Stephen Petersen said the landscape design given to the HOA was developed by the City, and the landscaping master plan and the budget were both reviewed at a meeting with the City.

Mr. Forbush recommended that the neighbors meet with **Mr. Miller** and a member of the Council to discuss a compromise. Various issues that need to be considered are:

- Difficulty of growing grass beneath trees
- Extensive root systems/debris beneath trees
- Difficulty of maintenance beneath trees
- Families with older children and large groups generally utilize larger spaces
- Usage of the park will change as the demographics in the area change.

Motion

John Bilton made a motion to continue this item until the next City Council meeting to allow time for members of the HOA, the City Council, Landscape Architect **Eric Lyman** and **Neil Miller** to obtain legal advice on how to proceed and to compromise and draft a new plan which will satisfy those involved. The motion was seconded by **Cory Ritz** and approved by all Council Members.

(PUBLIC HEARING): CONSIDERATION OF PLAT AMENDMENT FOR THE VILLAGE AT OLD FARM PHASE II – VACATION OF THREE RESIDENTIAL BUILDING LOTS AND A TWO-LOT MINOR PLAT APPROVAL WITH A DEDICATED PUBLIC STREET RIGHT OF WAY (Agenda Item #6)

The **Mayor** explained that the Village at Old Farm was master planned for both residential and commercial/office uses, and there was a provision in the development agreement to require the dedication of a roadway from the southern residential portion to the northern portion if that portion was developed as residential.

Mark Murdock, Gardner Company, said his company is requesting this plat amendment to dedicate the property and move forward with the construction of the last few units.

Public Hearing

The **Mayor** opened the public hearing at 8:15 p.m.

Dan & Laura Hirst, 1516 N. Old Shepard Road, said they are frustrated because they were never told about this proposed road. They believe there is a greater possibility to sell their

property in the future if there is no road. **Laura Hirst** expressed her concern regarding safety issues and the additional traffic this access road would bring to their neighborhood.

Kylie Cook expressed concern regarding the sewer line capacity in the area.

Amy Reynolds, 882 W. Old Shepard Road, said she purchased her home in this area because there is less traffic. Residents use the center of the round-a-bout area frequently, and the addition of an access road would change the area.

Motion

Jim Talbot made a motion to approve the Vacation and Amendment Order for Lots 335, 336, and 337 of the Village at Old Farm PUD Phase 3 Subdivision with the following conditions:

1. All conditions of approval from any previous approval shall be placed as conditions of approval on this application.
2. The applicant continues to work with staff to finalize and record the Village at Old Farm PUD Phase 2 Amended subdivision plat.
3. The applicant must receive approval from the Farmington City Council for the plat amendment and any amendments to the development agreement that may be associated with the plat amendment.

The motion was seconded by **Rick Dutson** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Talbot**. Council Member **Sid Young** did not approve the motion because of the information included in paragraph vii on page 5 of the Agreement which states: "Developer shall delay the construction of one of the dwellings until such time as areas in the Project north of residential Phase 2 are developed by the Developer."

Findings

1. The amendment is in accordance with the requirements of the development agreement.
2. The dedication of the roadway will allow a future developer of the northern portion to have additional access and circulation if it is developed as residential.

REVIEW OF THE HAWS COMPANY EMAIL CORRESPONDENCE REGARDING CONDITIONS FOR DELAY OF PAVING THE NORTH END OF STATION PARKWAY (Agenda Item #7)

Motion

Sid Young made a motion to approve the request and include the amended attachment from The Haws Company with limitations on items #5 and #10 as submitted by the Planning

Department and limitations on items #4, #6, and #9 as submitted by the City Manager. The motion was seconded by **John Bilton** and approved by all Council members.

CONSIDERATION OF GOVERNING BODY ACTION TO VOID PREVIOUS RECORDA-TIONS OF PARK LANE VILLAGE AND PARK LANE COMMONS AGREEMENTS THAT WERE SUPERCEDED BY REPLACEMENT AGREEMENTS (Agenda Item #8)

Mr. Forbush explained that in order for HUD financing to be completed for the Park Lane Village Development, these title problems need to be corrected.

Motion

John Bilton made a motion to void the previous recordations of Park Lane Village and Park Lane Commons Agreements which were superceded by replacement agreements. The motion was seconded by **Sid Young** and approved by all Council Members.

MINUTE MOTION APPROVING SUMMARY ACTION LIST (Agenda Item #9)

8-1 Ratification of Approvals of Construction & Storm Water Bond Agreements
8-2 Authorization to re-roof Museum
8-3 Approval of exemption from curbside recycling service for Lagoon rental house occupied by Fussner family
8-4 Approval of new Reimbursement Agreement with Farmington Ranches Partners, LLC (David Tolman) pertaining to water line on Shirley Rae Drive
8-5 Approval of Lettering Bid on City Hall by Thomas & Sons
8-6 Conceptual approval of Parks & Recreation request to set group rates for spring and fall Youth, Dinner and Summer Theatres
8-7 Improvements at Park Lane and D&RG rail crossing – proposed paving west to diagonal intersection
8-8 Host Agency Agreement for Senior Community Services Employment for Patricia Mwanuyera

Motion

Rick Dutson made a motion to approve the items on the Summary Action List. **John Bilton** seconded the motion, and it was unanimously approved.

DISCUSSION REGARDING CITY MANAGER SELECTION PROCESS (Agenda Item #10)

Sent: Tuesday, September 28, 2010 7:11 AM
To: mforbush@farmington.utah.gov; Scott C. Harbertson
Cc: Ernie Willmore; Scott Harwood; Darin Haskell; Jim Seaberg; Mark Schwendiman; ekemp@forsgren.com
Subject: City Asphalting Delay

Dear Max – Per our meeting yesterday, the following is a review of the items that tie to our approval allowing the City to extend the asphalting to next year for that portion of Station Parkway described below:

OK 1. All improvements as provided for in the CRS drawings to the second storm drain boxes west of Grand Avenue are to be completed by October 15th, 2010 (Note – our original deadline was September 19th). All other improvements, with the exception of that portion of asphalt west of the second storm drain boxes shall be completed by October 31st, 2010.

OK 2. Asphalting for the delayed portion is to be completed by May 15th, 2011. Signing / striping at same time.

recommend approval subject to Central Davis Sewer District approval.

3. The City will coordinate and construct the Sewer Line from the existing manhole directly East of the Sewer Lift Station, approximately 200' (see the attached drawing). Note that the existing Amended Road Agreement requires the City to pay for all utilities within the ROW. This is a system improvement that will service the entire area. The delaying of the asphalt will allow this improvement to be constructed without tearing the road back up again in the near future. Time is of the essence, as the water table is such that this should be completed prior to the winter season. Settling over the winter will allow for a better surface to be paved next spring.

Haws / City to split costs

4. Storm drain boxes and tie-ins are to be constructed on Grand Avenue as originally approved on the CRS plans. 1 box at South east radius & extension of storm sewer piping (see CRS letter #4) cost est. $2500

Needs to follow normal review process

5. We have met with the Planning Department and reviewed the proposed street grid plan, which places the sewer connection at the location proposed. General agreement on the street regulatory plan is needed. Our engineering team is ready to pin point this location.

Details should be gathered first.

6. We request that the City allow on Station Parkway and all connecting streets, a decorative black metal light pole & black pole signalization (per the picture given to you), and black metal street signage (with white lettering & black background) to be mutually agreed upon – which the developer will pay for, but the City will maintain. More discussion need for signage posts & sign blades.

Yes – see CRS letter " " "

7. Please verify that the city has constructed all necessary conduit for street signalization on Grand Avenue & Station Parkway.

8. The City will provide a full set of constructed "As-Built" drawings of Station Parkway to us in hard copy & electronic – as we are all aware of field changes that have been authorized.

9. The City shall be responsible for obtaining access under Park Lane, connecting the approved Trail system to the UTA Commuter Rail Station – as currently provided for in our Development Agreement.

Planning Dept ~~decision~~ decision – Staff okay with it.

10. City to allow on a conditional use basis a marketing / information sign on the ROW as illustrated on the attached drawings – L shaped, each side similar in size to the CenterCal / Station Park sign.

Assuming we have agreement on the above, you are authorized to delay the asphalting as provided herein.

Sincerely,

Richard A. Haws, CCIM
THE HAWS COMPANIES
801.589.9099
rich@thehawscompanies.com

access permission responsibility yes; actual construction work "No"

Max Forbush

From: Tammy North, PE [tammy.north@crsengineers.com]
Sent: Tuesday, September 28, 2010 4:37 PM
To: mforbush@farmington.utah.gov
Cc: Rich Haws
Subject: RE: City Asphalting Delay

Max,

I have a few comments on the proposed items for postponing asphalt:

4. Storm drain boxes and tie-ins are to be constructed on Grand Avenue as originally approved on the CRS plans.
No storm drain boxes or tie-ins were shown on the originally approved CRS plans. Last week we met with some of the Haws group about installing a storm drain box on Grand Avenue. I think this might be the box in question? This box would be outside of the Station Parkway ROW and would serve to catch the water running off of the Development.

7. Please verify that the city has constructed all necessary conduits for street signalization on Grand Avenue and Station Parkway.
Our inspector will be walking the project with the subcontractor who installed the conduits in the next week to verify quantities before a pay request is submitted. The subcontractor has indicated that the work is completed, but this will be verified when the measurement takes place.

8. The City will provide a full set of constructed "As-Built" drawings of Station Parkway to us in hard copy and electronic- as we are all aware of field changes that have been authorized.
As-builts will be prepared and can be provided when the project is completed.

An additional item that we need to coordinate is access off of Park Lane. Because we are no longer going to pave all the way through to Burke Lane until Spring, I think it would be in the City's best interest to not allow the general public to drive down Station Parkway. I would recommend that we do not strip or sign the road until Spring when the remainder of the road is to be paved and that we put up temporary removable barriers in front of the road. This would allow Contractors to move the barriers if needed to access, and also alert the general public that it is not a through street. Let me know if this would be an acceptable temporary solution.

Please let me know if you have any questions,

Tammy

From: Max Forbush [mailto:mforbush@farmington.utah.gov]
Sent: Tuesday, September 28, 2010 8:55 AM
To: 'Dave Petersen'; 'Todd Godfrey'; Tammy North, PE; Paul J. Hirst, PE; 'Cory Ritz'; 'Jim Talbot'; 'John Bilton'; 'Rick Dutson'; 'Scott C. Harbertson'; 'Sid Young'
Subject: FW: City Asphalting Delay

Please look these over to see if you have any issues. I will put this on the Oct 5th City Council agenda for discussion.

Max

From: Rich Haws [mailto:rich@thehawscompanies.com]

Mr. Forbush said there were 120 applicants for the Farmington City Manager position, and those were recently cut to 40 applicants. The next step in the process is to choose the approximately ten applicants who will then be interviewed by the **Mayor**, the City Manager, two City Council members, and the Centerville City Manager. The interviews will begin on October 18th.

DISCUSSION PERTAINING TO PROPOSED DEMOLITION OF MARY MYERS' HOME ON SOUTH MAIN STREET (Agenda Item #11)

The **Mayor** predicted expenses of more than $10,000 to salvage even a portion of this home. Historic Commission representative **John Anderson** agreed that the building would require major modifications, but he made several suggestions for possible uses, including using rock from the home to face the well structure or to build a small monument. Following a brief discussion, the Council agreed that funds would be better utilized in saving the home owned by Lagoon on 100 North.

POLICY CONSIDERATION FOR FINANCING CURB, GUTTER AND POSSIBLE STREET LIGHTING PROJECTS (Agenda Item #12)

Mr. Forbush told the Council he met with residents of 900 and 1000 North and said there are some people who would be willing to assist in the costs of these projects. Several issues discussed at the meeting were the length of construction, the interest rate, and possible liens on the property. There was also discussion regarding a special improvement district, the percentage which may be required from abutting property owners, and the fact that several of the residents may not be able to contribute. The Council asked **Mr. Forbush** to prepare a proposal which will be reviewed at the next Council meeting.

CITY MANAGER REPORT (Agenda Item #13)

- The recruitment plan for a new Farmington City Fire Chief has been implemented, and the deadline for applications is October 29 at 5:00 p.m.

- The City planned to honor **Chief Gregory** on October 19, 2010, but he passed away prior to that date. The Council agreed to continue with those plans and invite his wife and family and the fire department to attend.

- An owner of property in west Farmington has contacted the City and would like to discuss a possible sale. The Council directed **Mr. Forbush** to meet with the owner.

- Invoices for the Station Park development fees were reviewed.

- **Blake Matthews** has signed the flood plain agreement; however, a resident in Farmington Estates said his insurance company raised his flood insurance $1,000 per year. **Mr. Forbush** would like to present a plan to Wilding Engineering which would raise the amount of their compensation from $24,000 to $28,000 with the condition that they submit a LOMR as soon as possible which will provide immediate relief to the residents.

MAYOR AND CITY COUNCIL REPORTS - (Agenda Item #14)

Mayor Harbertson's Report

- **Margy Lomax** has submitted her resignation, and December 1st will be her last day.

- The City will host a public open house for **Margy Lomax** and **Max Forbush** on Tuesday, November 30 from 4-8 p.m. and an employee luncheon December 1st at 12:00 p.m.

- The annual Christmas employee party will be held on December 16th at 12:00 p.m. City Council members and their wives are invited.

- He asked **Mr. Forbush** to determine whether or not the large tree from Palmer Estates will fit through the doors of the City building and suggested inviting a school to decorate it.

- He reminded the Council of the October 12th field trip to the Harmons grocery store in Sandy and said they would be leaving the City building at 5:00 p.m.

- The URMMA Conference will be held on October 28-29 at Snowbird, and City Council members are invited to attend.

- The November City Council meeting was previously schedule for Wednesday, November 3rd because of elections, but the new building will not be used for elections, and the meeting will be held on its regular date – Tuesday, November 2, 2010.

- He met with Davis County Commissioner **Bret Milburn**, and their architect is in the process of making several changes to the original plans.

- He met with UDOT regarding the SWOOP proposal.

- He asked staff to inquire about the book drops which have been set up in various locations.

City Council Reports

John Bilton

- He referred to the correspondence regarding the City's sign ordinance, and the **Mayor** said the City Attorney is reviewing the issues.
- He gave a brief update of the Historic Preservation Commission.

Rick Dutson

- The podium in chambers needs a longer microphone.
- He met with the Tax and Entity Committee to discuss redevelopment agency issues.
- Progress is being made on the Station Park development.
- Overgrown weeds on a vacant lot on Summerwood Drive are encroaching onto the sidewalk.

Cory Ritz

- He urged City staff to resolve the flood plain issue with **Blake Matthews** prior to the approval of any additional development.
- He asked about the City's policy regarding ice cream trucks and if they are required to have business licenses and background checks.

ADJOURNMENT

Motion

Jim Talbot made a motion to adjourn the meeting. The motion was seconded by **Sid Young** and approved by all Council members. The meeting was adjourned at 10:40 p.m.

_____

Margy Lomax, City Recorder
Farmington City Corporation

Agenda Item 3

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

SUBJECT: Special Presentations to Honor and Commemorate the Service of Larry A. Gregory, former Fire Chief

- **Mayor Harbertson and City Council**
- **Fire Department**
- **Meledie Gregory**

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

The Mayor has a gift that has been purchased to give to Meledie Gregory and her family to honor Larry's service in the community as Fire Chief.

The Fire Department would like to present some gifts and commemoratives to Meledie Gregory to also honor Larry for his service as Fire Chief.

Meledie Gregory has a framed picture of Larry that she would like to present to the Fire Department as an expression of gratitude.

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

The Utah Communications Agency Network

October 8, 2010

Mrs. Melody Gregory
Farmington Utah

Dear Melody:

At this time we wish to offer our sincere condolences for the loss of your husband Larry. Larry was a pillar of the community and a great leader in the Farmington Fire Department. He was also a great supporter of the Utah Communications Agency Network (UCAN), which provides the communications resources for the fire departments not only in Davis County but many other places. Over the last year we have been working on a volume to describe what went into creating the communications system shared by so many agencies. Larry was part of our story process. We had the distinct pleasure of interviewing Chief Gregory last July. He helped to provide us with a perspective of how a fire department utilized the communications system resources to fight fires, coordinate resources, and manage personnel. He particularly talked about what an advantage they had during the Farmington Fires a couple of years ago. We so appreciated his insights and stories. On a personnel note, every time Larry would call us at the office we would literally howl with laughter at his effervescent personality and the host of jokes he would tell. We really appreciated the pick-me-up.

As part of the book project, we took photographs of each of those who were interviewed. We are pleased to present you with the final picture of Larry. This is the photo that will be included in the book. As soon as we publish, I will make sure you receive a copy. I hope you enjoy the photograph, and know that we hold Larry in a place of honor in our hearts. May the almighty offer you peace and comfort at this time.

Sincerely,

Steve Proctor
Executive Director
UCAN

15 October 2010

Farmington City Fire Departments
82 North 100 East
Farmington, Utah 84025

Dear Farmington Fire Personnel,

For the past 15 years, it has been our families great pleasure to be associated with all of you. To have, as it were, a front row seat, in the daily activities of a fire department. We will really miss those associations.

Larry used to say, "people don't usually call the fire department for anything they've done that was smart." There is a great deal of truth in that statement, and when those unfortunate days come, it is vitally important that competent help is on the way. Your desire to alleviate pain, suffering and to save life, limb and property is very gratifying to watch. Larry was quick to recognize those accomplishments and really enjoyed giving "credit where credit was due."

Speaking of a job well done – from the bottom of our hearts, we want to express our sincere appreciation to each of you for the planning, preparation, displays, and execution of the services for and following Larry's funeral. Your professionalism, and attention to detail was so very evident and you all looked so sharp! Thank you to Chief Joe Walls, Capt. Rich Love, and to each one of you who participated in some way. We also want to express our sincere appreciation to neighboring communities for sharing their apparatus and personnel. So many who attended have commented on the wonderful tribute you planned for him. We , his family, are the grateful recipients of this team effort and I know Larry was, once again, so very proud of "his guys."

We also wish to thank all those who have worked with Larry from Farmington City, including his wonderful secretary "D.C." Larry often mentioned how much he relied on her competent help. He would also be the first to say that his was a growing experience. He loved working with three great Mayors, Mayor Bell, Mayor Connors and Mayor Scott Harbertson. His experience with Max Forbush, Margy Lomax, and many others in city government has been an excellent one. He truly enjoyed those associations and learned a great deal during his tenure there.

We as a family are now feeling a great void in our lives. We miss Larry so much and have come to realize that there is really nothing that can take the place of a spouse, a father, a grandfather, a friend, but we are so very grateful for what each of you has done to help make these past few weeks easier for his family. Thank you!

Sincerely,

Meledie Duncan Gregory

Meledie Gregory

Agenda Item 4

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

S U B J E C T: Planning Commission Report

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

The Planning Commission Chair or staff will be present to give the report.

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

Agenda Item 5

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

SUBJECT: Consideration of Request by Ivory Homes and Wesley and Stephanie Hatt for lot line adjustment in Silverwood Phase II Subdivision pertaining to lots 205 and 206

ACTION TO BE CONSIDERED:

Minute motion approving the request for the lot line adjustment.

GENERAL INFORMATION:

See enclosed staff report 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 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: Silverwood Lot Line Adjustment

Date: October 15, 2010

Background Information

The applicants are requesting the approval of a minor lot line adjustment for lots 205 and 206 of the Silverwood Subdivision. The request for lot line adjustment is the result of an unclear delineation of the property boundaries when certain amenities were constructed. Lot 205, the Hatt's property, was developed prior to the development of lot 206. As a result, there is no existing structure on the southern lot, or lot 206, so there is no risk of violating required setbacks. When lot 206 is developed, the lot line adjustment can be taken into consideration.

Applicant Submittal

The applicant(s) has submitted information that further explains the request as well as supporting documentation. This information includes a legal description of the portion to be sold, site plan for lot 205, proposed site plan for lot 206 and a plat of the Silverwood Subdivision.

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

Proposed Lot Line Adjustment
Lots 205 & 206 of Silverwood Subdivision

Legend

- City Boundary
- Parcels
- Roads
- Scenic Byway Overlay

Map not to scale

Farmington City
Planning Department
October 15, 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

TOD Regulating Plan

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

IVORY HOMES

1544 North Woodland Park Drive, Suite 300, Layton, UT 84041
(801) 775-8853 • Fax (801) 775-8946

October 7, 2010

Mayor Scott Harbertson
Farmington City Council
160 South Main
Farmington, Utah 84025

RE: Lot and boundary line adjustment request for lots 206 & 205 of the Silverwood Subdivision Phase 2, Farmington, Utah.

Dear Mayor Harbertson and City Council,

Ivory Homes and Wesley & Stephanie Hatt, (Hatt's) are requesting a property line adjustment for lot 205 and 206 of the Silverwood Phase 2 Subdivision, which will accommodate a fence structure encroachment from lot 205, owned by the Hatt's, onto lot 206, owned by Ivory Homes. Please review the attached exhibit "A" with accompanying legal description. The amount of property being sold by Ivory Homes on lot 206, to the Hatt's on lot 205, to accommodate said encroachment, is 87.59 square feet, and will still keep both properties within the zoning requirements for the Silverwood Phase 2 subdivision.

Ivory Homes will have a representative at your city council meeting on Tuesday October 19, 2010 to field any questions regarding this request. As required, a check in the amount of $125.00 is accompanying this request.

Thank you for your attention to this matter.

Respectfully,

Eric K. Freebairn
Area Manager Ivory Homes

Enc:
CC: Wesley & Stephanie Hatt
File

Exhibit A page 1 of 2

Legal Description

A PORTION OF PROPERTY TO BE SOLD FROM LOT 206 SILVERWOOD SUBDIVISION TO LOT 205 SILVERWOOD SUBDIVISION (ENTRY NUMBER 4409), RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, IS DESCRIBED AS FOLLOWS:

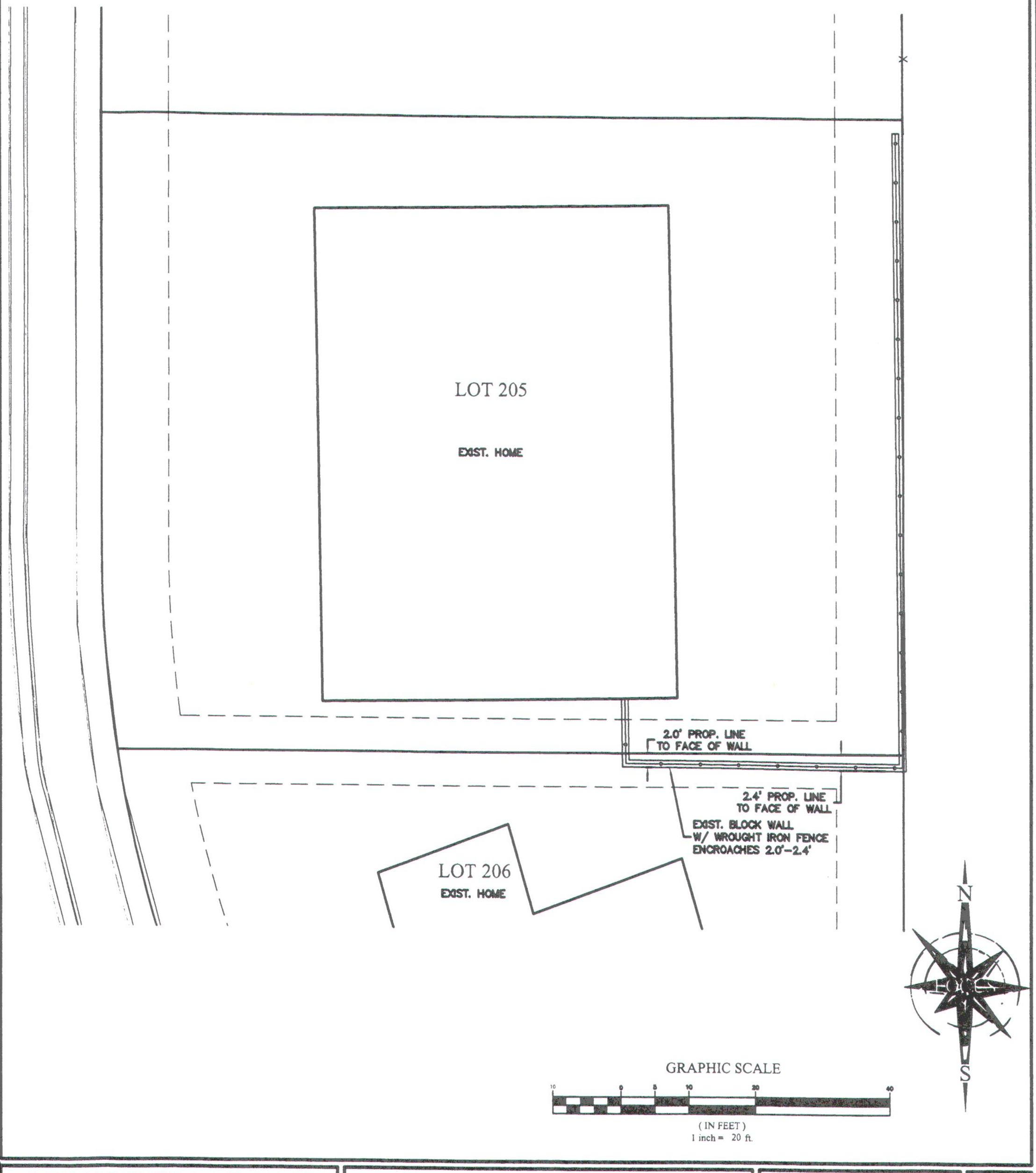
BEGINNING AT A POINT WHICH IS LOCATED ON A BLOCK RETAINING WALL SAID POINT IS ALSO NORTH 86.89 FEET FROM THE SOUTHEAST CORNER OF LOT 206 SILVERWOOD SUBDIVISION; THENCE ALONG SAID RETAINING WALL N 89°24'54"W 41.78 FEET; THENCE N00°51'58"W 1.89 FEET TO A POINT INTERSECTING THE RECORDED LOT LINE OF LOTS 205 AND 206 AND THE BLOCK WALL; THENCE N89°58'28"E 41.81 FEET ALONG THE RECORDED LOT LINE OF SAID LOTS TO THE EAST LINE OF LOT 205; THENCE SOUTH 2.30 FEET ALONG THE EAST LINE OF LOT 205 TO THE POINT OF BEGINNING.

LOT 206 IS NOW 10,517.41 SQUARE FEET. PRIOR TO THIS CHANGE, THE LOT WAS 10,605 SQUARE FEET.
LOT 205 IS NOW 11,233.59 SQUARE FEET. PRIOR TO THIS CHANGE, THE LOT WAS 11,146 SQUARE FEET.

THE TOTAL AREA OF THE PARCEL TO BE PURCHASED IS 87.59 SQUARE FEET.

LICENSED PROFESSIONAL LAND SURVEYOR
No. 4938735-2201
BRAD A LLEWELYN
10/7/10
STATE OF UTAH

Exhibit A Page

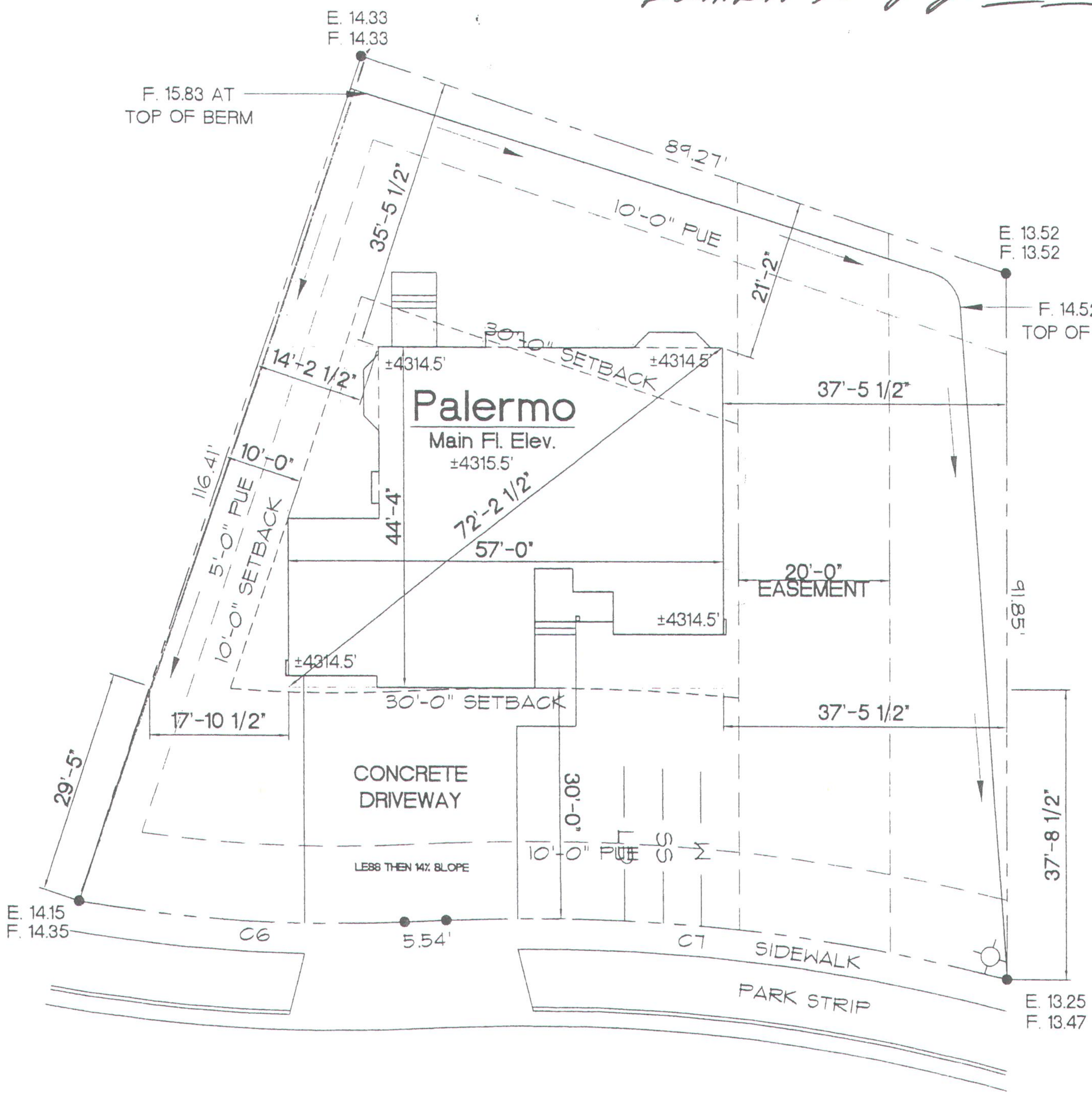


LOT 205 ENCROACHMENT EXHIBIT *KAYSVILLE, UTAH*	FOCUS ENGINEERING & SURVEYING	*201 W. COTTAGE AVE.* *SANDY, UT 84070* *Ph: (801) 352-0075* *Fax: (801) 352-7989*	*Date* 7-8-10 *Scale* 1"=20' *Drawn* TM *Job* 10-062	*Sheet* 1

bject to any changes necessary made at the discretion of Ivory Homes

* Any utilities shown on this plan are based upon the best information available & are subject to change. Ivory Homes assumes no liability for any utilities shown or not shown.
* Ivory Homes will grade this lot and neighboring lots to allow for proper drainage. It is the home buyer's responsibility to maintain this drainage when grading for finished landscape. The home buyer also must take extra care when installing landscaping or structures to not disrupt the drainage of their lot or of neighboring lots.
* The elevation of the home will be determined solely at the discretion of Ivory Homes, with Farmington city approval, based upon utilities, grade, neighboring homes & site conditions.

Exhibit "A" page 4 of 4



Grade shall fall a minimum of 6" within the first 10'

ADDRESS:	SUBDIVISION:	PHASE:	LOT:
1512 North June Drive	Silverwood	2	206
Farmington UTAH	LOT SQ. FT. 10,605 / SCALE: 1" = 20'	IVORY HOMES Utah's Number One Homebuilder	

EXHIBIT A Page 3 of 7

SILVERWOOD SUBDIVISION

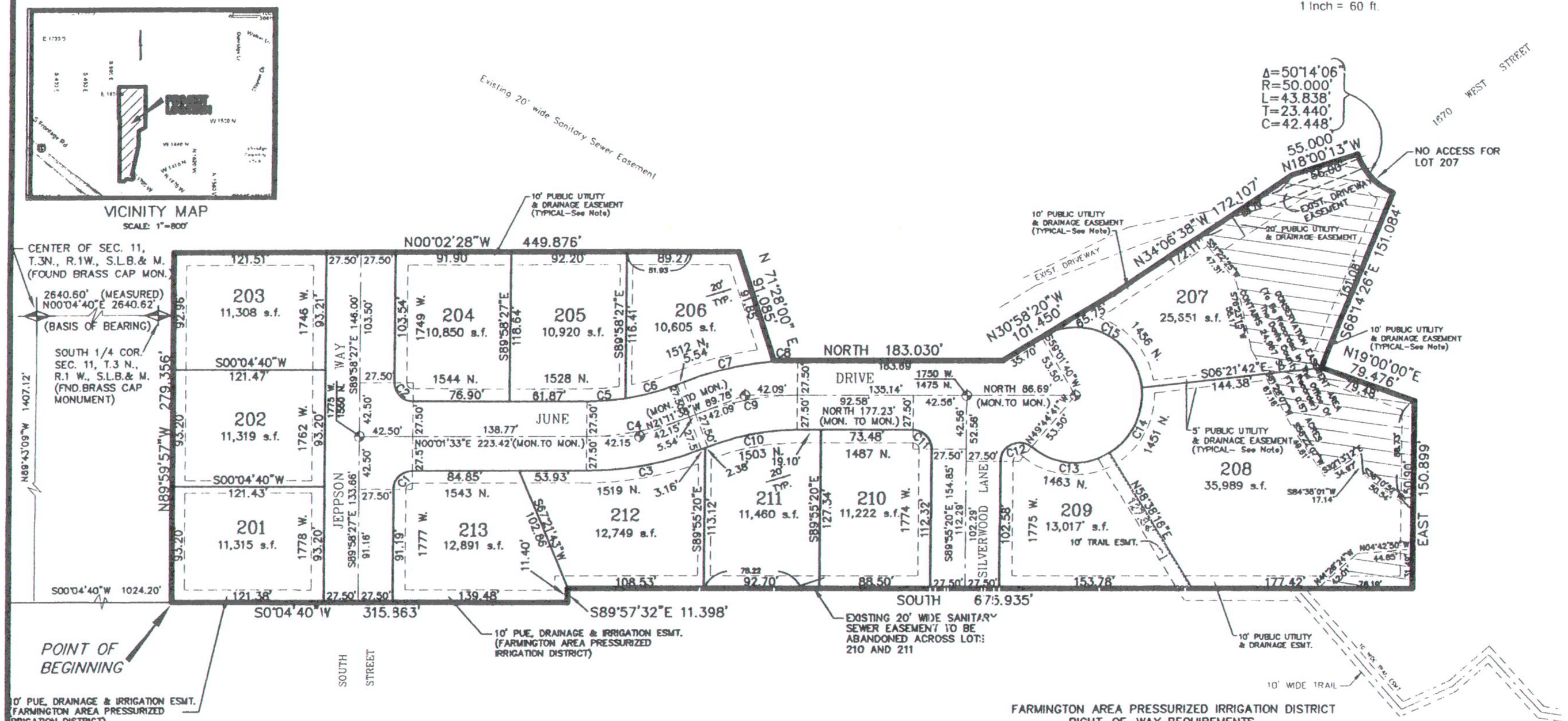
PHASE 2

A PART OF THE SOUTHWEST QUARTER
OF SECTION 11, T.3N., R.1W., S.L.B.&M.
FARMINGTON CITY, DAVIS COUNTY, UTAH

GRAPHIC SCALE

60 0 30 60 120

(IN FEET)
1 inch = 60 ft.



NOTES

1. All rear lot corners marked with ⅝" rebar & cap LS#161081.
2. All front corners marked with same rebar & cap and/or a permanent marker in the curb & gutter at the extension of the lot line.
3. Public Utility and Drainage Easements are 10 feet wide around subdivision boundary and along road frontages, and 5 feet wide on side lot lines for a total of 10 feet where shown on this plat.
4. Buildable Area Envelopes are as follows:
   - 30' front yard setback for homes with front-loaded garages
   - 20' front yard setback for homes without front-loaded garages
   - 30' rear yard setback
   - 10' side yard setback
   - 15' side yard setback on corner lots.
   - 15' rear yard setback allowed on corner lots
5. A Soils Report has been prepared and submitted.

LEGEND

———	EASEMENT LINE (See Note Below)
⊕	PROPOSED STREET MONUMENT TO BE SET
◎	EXISTING STREET MONUMENT
P.U.E.	PUBLIC UTILITY EASEMENT
P.U.E.& D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
(NR)	NON-RADIAL LINE

FARMINGTON AREA PRESSURIZED IRRIGATION DISTRICT RIGHT-OF-WAY REQUIREMENTS

All persons are advised of the following right-of-way requirements of Farmington Area Pressurized Irrigation District ("FAPID").

1. Above ground structures and buildings that interfere with the construction, maintenance or repair of the pipeline are prohibited within the FAPID right-of-way. This includes brick, concrete, block, or rock fences.
2. Wooden and/or chain link fences are not permitted on the right-of-way, unless:
   A. They cross the right-of-way at an angle that is not less than 30° to the pipeline and they follow the property line.
   B. A full 36" gate is installed in each fence crossing for patrol and maintenance access.
3. Landscaped areas are permitted within the right-of-way and over the pipeline as long as FAPID is notified of development plans and approves all proposed work prior to construction. Trees are not permitted within the right-of-way. Placement of lawn within the right-of-way does not require approval.
4. Concrete and/or asphalt are not permitted within the right-of-way without prior written consent of FAPID.
5. Other utilities may be installed within the right-of-way with prior written consent of FAPID. Such utilities must maintain a minimum of three feet parallel clearance (five feet preferred). These clearances must conform to existing state and federal regulations. A minimum of 12" of clearance must be maintained at the crossing point between other utilities and the pipeline.
6. A minimum of 24 inches, and not more than four feet of cover shall be maintained over the center line of the irrigation line at all times, unless the easement or government regulations require more cover. The ground contour shall not be changed within or adjacent to the right-of-way at anytime.
7. All vertical changes in ground contour either on the easement or adjacent to the easement are forbidden. Such proposed changes in ground contour shall be submitted to FAPID prior to construction for consideration.
8. An escrow agreement guaranteeing the construction of an irrigation plan approved by the District to the specifications of the District shall be required.
9. Location tape and wire shall be provided by FAPID and installed by the contractor at the developer's cost.
10. Testing of the installed system shall be for two hours at 200 PSI.
11. All materials and work shall be inspected and approved by a FAPID inspector. Notice of work schedule shall be given 24 hours prior to start of schedule. Telephone 540-3788 or 451-2105 during business hours for purpose of notification
12. All materials and work shall be in conformity with FAPID standard specifications as most recently amended.

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA	CH. BEARING
C1	15.00'	23.56'	15.00'	21.21'	90°00'00"	N44°58'27"W
C2	15.00'	23.56'	15.00'	21.21'	90°00'00"	S45°01'33"W
C3	252.50'	93.51'	47.30'	92.96'	21°13'11"	S10°35'03"E
C4	225.00'	83.33'	42.15'	82.85'	21°13'11"	S10°35'03"E
C5	197.50'	30.45'	15.25'	30.42'	8°49'57"	S04°23'26"E
C6	197.50'	42.70'	21.43'	42.62'	12°23'14"	S15°00'01"E
C7	252.50'	74.29'	37.41'	74.02'	16°51'23"	N12°45'57"W
C8	252.50'	19.12'	9.56'	19.11'	4°20'15"	N02°10'08"W
C9	225.00'	83.33'	42.09'	82.75'	21°11'38"	N10°35'49"W
C10	197.50'	73.06'	36.95'	72.64'	21°11'38"	N10°35'49"W
C11	15.00'	23.56'	15.02'	21.23'	90°04'40"	N45°02'20"E
C12	15.00'	34.06'	32.30'	27.21'	130°10'39"	N24°50'00"W
C13	53.50'	66.87'	38.60'	62.60'	71°37'04"	S04°26'47"W
C14	53.50'	60.89'	34.06'	57.49'	64°59'58"	S63°31'43"E
C15	53.50'	107.02'	83.35'	90.05'	114°36'38"	N26°19'59"E

Byrd & Associates L.L.C.
Engineers & Land Surveyors
505 South Main Street
Bountiful, Utah 84010
Phone (801)-292-0400
Fax (801)-292-8216

FARMINGTON AREA PRESSURIZED IRRIGATION DISTRICT'S APPROVAL

APPROVED THIS _____DAY OF_____, 20__, BY THE FARMINGTON AREA PRESSURIZED IRRIGATION DISTRICT

FARMINGTON AREA PRESSURIZED IRRIGATION DISTRICT DIRECTOR

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____DAY OF_____, 20__, BY THE FARMINGTON CITY ATTORNEY,

FARMINGTON CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____DAY OF_____, 20__, BY THE FARMINGTON CITY PLANNING COMMISION,

CHAIRMAN, FARMINGTON CITY PLANNING COMMISION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____DAY OF_____, 20__, BY THE FARMINGTON CITY ENGINEER,

FARMINGTON CITY ENGINEER

CITY COUNC

APPROVED THIS _____
BY THE FARMINGTON C

ATTEST:

FARMINGTON CITY RECORD

I, David J. Byrd, d
holding Certificate
Utah. I further cer
survey of the tract
have subdivided sa
known as Silverwoo
correctly surveyed

REGISTERED PROFESSIONAL ENGINEER 161081 DAVID J. BYRD STATE OF UTAH

Beginning at a point
West 1024.20 feet fr
Lake Base and Merid
1/4 Corner to the C
Boundary of Oakridge
Davis County Recorde
running thence South
Highlands No. 4 to a
thence South
Silverwood, P
said Silverwo
recorded subd
Book 688, Page 878
said Oakridge Farms
19°00'00" East 79.47
50.000 foot radius c
East); thence along
distance of 43.838 f
08'38" West 172.107
Farms; thence North
Oakridge Farms; then
thence North 00°02'2
to the Point of Begin
Contains 13 lots total

Know all men by th
of the above descrit
into lots and streets
do hereby dedicate
labeled hereon as P
intended for public

In witness wh
this_____ day o

STATE OF UTAH)
COUNTY OF DAVIS)

On the_____day of
undersigned N
Utah, the si
duly acknowl
the uses and purpos

MY COMMISSION EXP

SILVER

A PA
OF SE
FARMIN

CENTRAL DAVIS
APPRO

APPROVED THIS
BY THE CENTRAL DAVI

CENTRAL DAVIS SE

N:\479-01\dwg\PH2PLAT&PLANS.DWG, finalplat, 12/20/2005 1:56:31 PM, joey, 1:133.283

NOTICE OF APPROVAL OF BOUNDARY ADJUSTMENT

NOTICE is hereby given that the Farmington City Council has approved the following boundary adjustment pursuant to the request of the owners of record of the following described parcels:

Legal Description

A PORTION OF PROPERTY TO BE SOLD FROM LOT 206 SILVERWOOD SUBDIVISION TO LOT 205 SILVERWOOD SUBDIVISION (ENTRY NUMBER 4409), RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS LOCATED ON A BLOCK RETAINING WALL SAID POINT IS ALSO NORTH 86.89 FEET FROM THE SOUTHEAST CORNER OF LOT 206 SILVERWOOD SUBDIVISION; THENCE ALONG SAID RETAINING WALL N 89°24'54"W 41.78 FEET; THENCE N00°51'58"W 1.89 FEET TO A POINT INTERSECTING THE RECORDED LOT LINE OF LOTS 205 AND 206 AND THE BLOCK WALL; THENCE N89°58'28"E 41.81 FEET ALONG THE RECORDED LOT LINE OF SAID LOTS TO THE EAST LINE OF LOT 205; THENCE SOUTH 2.30 FEET ALONG THE EAST LINE OF LOT 205 TO THE POINT OF BEGINNING.

LOT 206 IS NOW 10,517.41 SQUARE FEET. PRIOR TO THIS CHANGE, THE LOT WAS 10,605 SQUARE FEET.
LOT 205 IS NOW 11,233.59 SQUARE FEET. PRIOR TO THIS CHANGE, THE LOT WAS 11,146 SQUARE FEET.

THE TOTAL AREA OF THE PARCEL TO BE PURCHASED IS 87.59 SQUARE FEET.

The afore said boundary adjustment shall be deemed complete upon the recording of deeds by Wesley and Stephanie Hatt, owners of Lot 205, and Ivory Development, LLC., owners of Lot 206, effecting the above described boundary adjustment and exchange of property. Dated the 19th day of October, 2010.

FARMINGTON CITY

ATTEST:

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

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of _____, 20___, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of Farmington City, and that the foregoing instrument was signed in behalf of the City and said Scott C. Harbertson acknowledged to me that Farmington City executed the same.

Agenda Item 6

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

S U B J E C T: Consideration of Request to: (1) Amend the Farmington Bay Business Park, Subdivision Plat A by vacation of Lot 1 and (2) Creating a condominium plat for Lot 2, buildings 1 and 2 at 1262 South 650 West - Kent Whitehead

ACTION TO BE CONSIDERED:

1. Minute motion approving the vacation order of Lot 1, authorizing the Mayor to sign the same.

2. Minute motion creating the condominium plat for Lot 2, buildings 1 and 2.

GENERAL INFORMATION:

See enclosed staff report as prepared by Glenn Symes.

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: Farmington Bay Office/Warehouse Condo Plat

Date: October 15, 2010

Background Information

The applicant is requesting the creation of a condominium plat for the Farmington Bay Office Warehouse complex located at 1262 South 650 West. The project was approved in 2009 as an office and warehouse complex and is currently under construction. The developer would like to amend the plat to allow the sale of individual suites within the project. In order to do that, a condominium plat must be recorded that separates the actual space within the building into separate parcels. The original plat must be amended to record the condo plat. The applicant has been working with the City's building department to ensure all building code requirements are met as required with the condominiumization of a building.

Planning Commission Recommendation

The Planning Commission recommended approval of the plat amendment vacating Lot 2 of the Farmington Bay Business Park Subdivision Plat A (Amendment 1) plat and recommended approval of the condominium plat for Lot 2, buildings 1 and 2 of the Farmington Bay Office Warehouse project with the following conditions and findings:

Conditions:

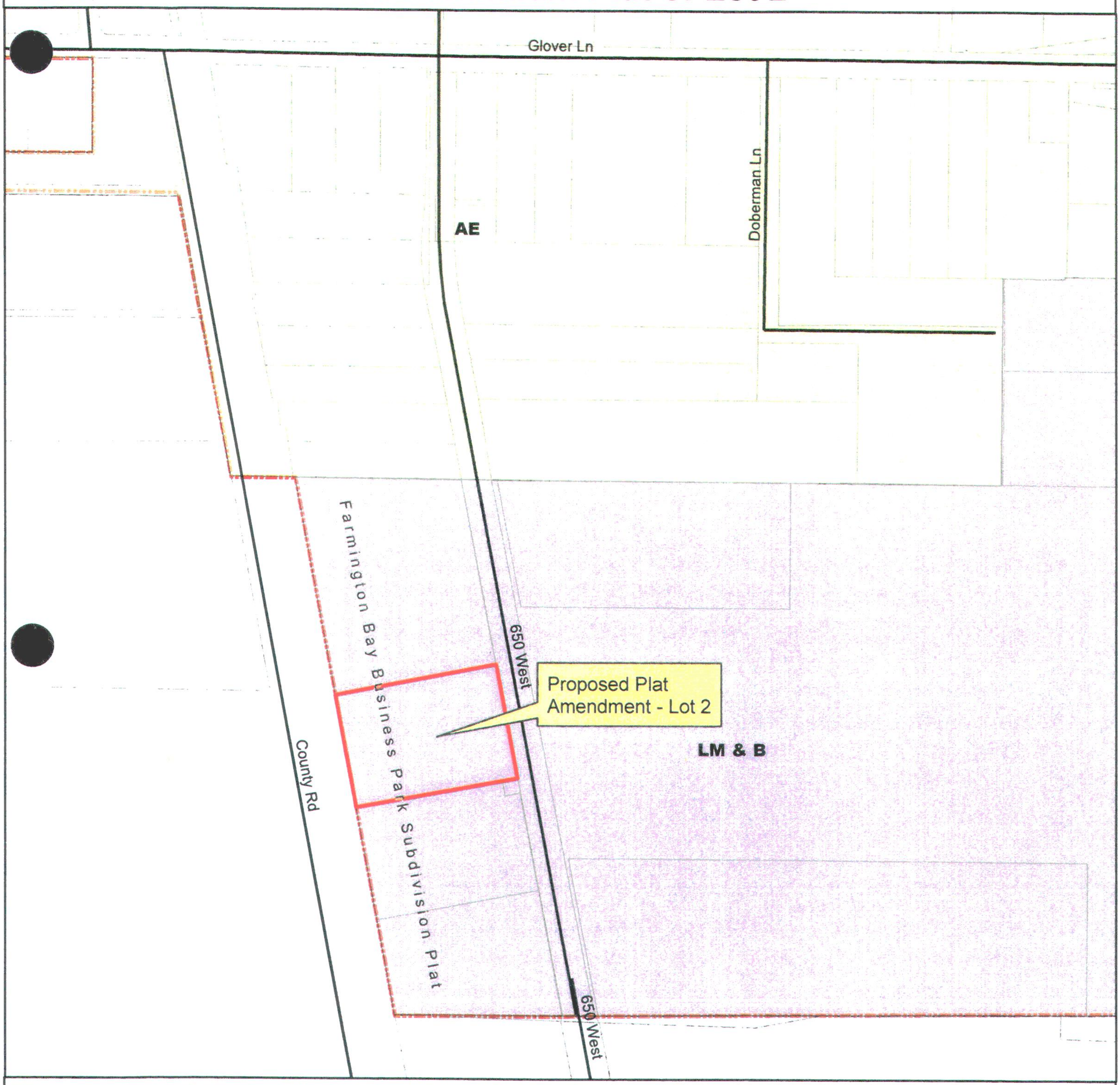
1. All conditions from any previous approval shall be placed as conditions of approval on this application.
2. The applicant continues to work with staff to finalize and record the condominium plat for the Farmington Bay Office Warehouse project.
3. The applicant must receive approval from the Farmington City Council for the vacation of Lot 2.
4. The applicant must continue to work with the City's building department to ensure all building code requirements are met with regard to the condominiumization of the buildings.
5. Any requirements as set forth in the Utah State Code must be followed with regard to Condominium Ownership Act as set forth in Title 57, Chapter 8 of the Utah State Code.

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

Findings for Approval:

1. The condominiumization of the Farmington Bay Office Warehouse project will not change the uses, character, nature or impact of the previously approved conditional use permit and site plan granted by Farmington City.
2. Lot 2 of the Farmington Bay Business Park Subdivision Plat A Amendment #1 will be rerecorded with the new condominium plat.
3. All site plan and conditional use requirements will remain in place with the proposed amendment.

Proposed Plat Amendment
Condominium Plat of Lot 2



Legend

- City Boundary
- Parcels
- Roads
- Scenic Byway Overlay

Map not to scale

Farmington City
Planning Department
October 15, 2010

N
W E
S

Zoning

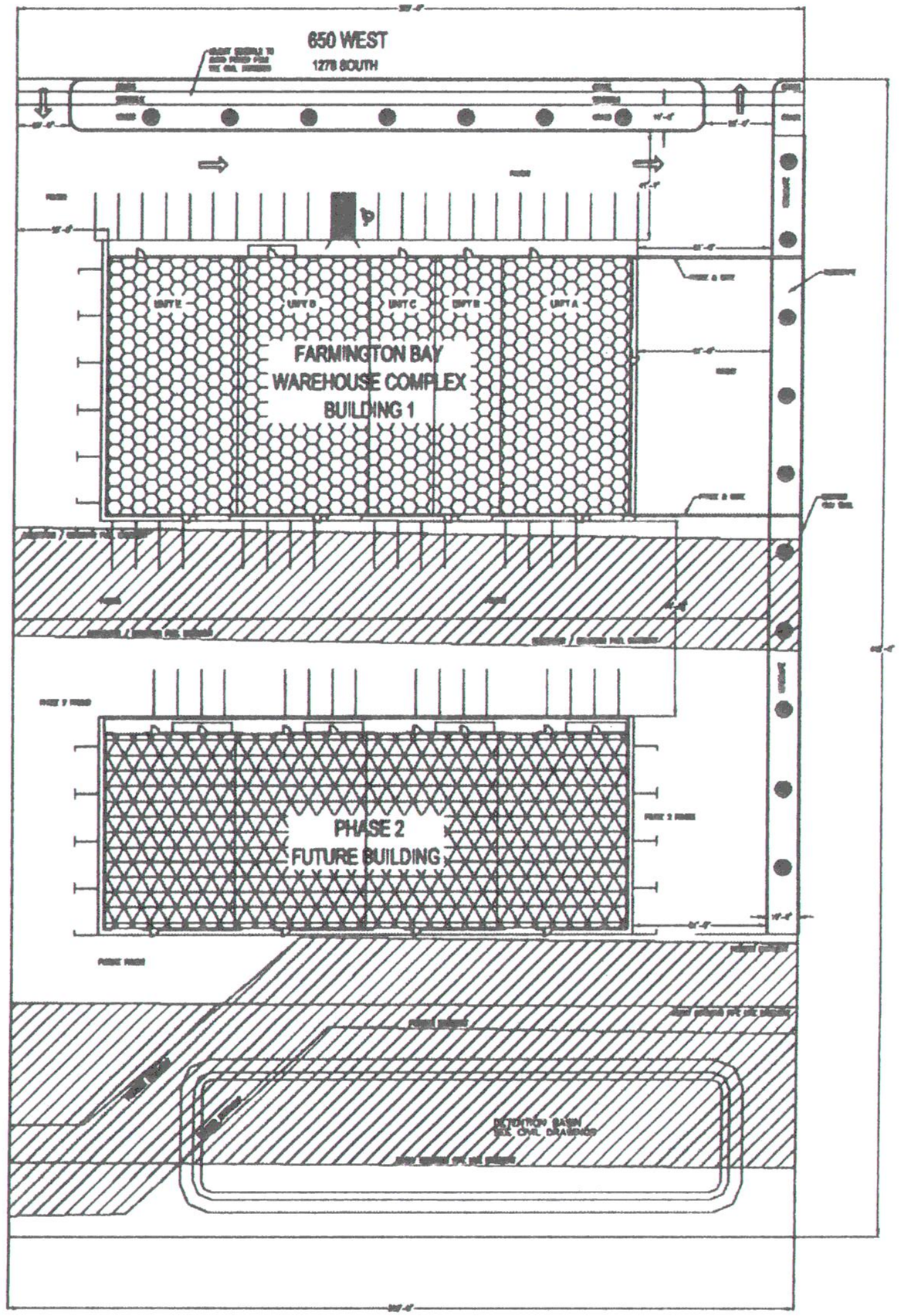
AA	R-2	C-R
A	R-4	C-H
AE	R-8	NMU
LS	BR	RMU
S	B	GMU
LR	BP	TMU
R	LM & B	CMU
OTR	C	OS

TOD Regulating Plan

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

LEGEND

- AREAS UNDER PRIVATE OWNERSHIP
- FUTURE AREAS UNDER PRIVATE OWNERSHIP
- AREAS UNDER COMMON OWNERSHIP
- EASEMENT AREAS



A 1.3 SITE PLAN – OWNERSHIP
SCALE: NO SCALE

FARMINGOTN BAY WAREHOUSE COMPLEX

LOCATED IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE CITY BASE AND MERIDIAN, DAVIS COUNTY, UTAH, 0002
TAX ID# 084640002

WC
845 North 400 West, North Salt Lake, UT 84
Phone (801) 299-0000 Fax: (801) 299-8541
www.wc.com

SITE PLAN - OWNERSHIP
FARMINGTON BAY WAREHOUSE COMPLEX

REVISIONS
8-25-10
#1 9/14/10

DRAWN BY
S. Montgor
DATE
9/14/10

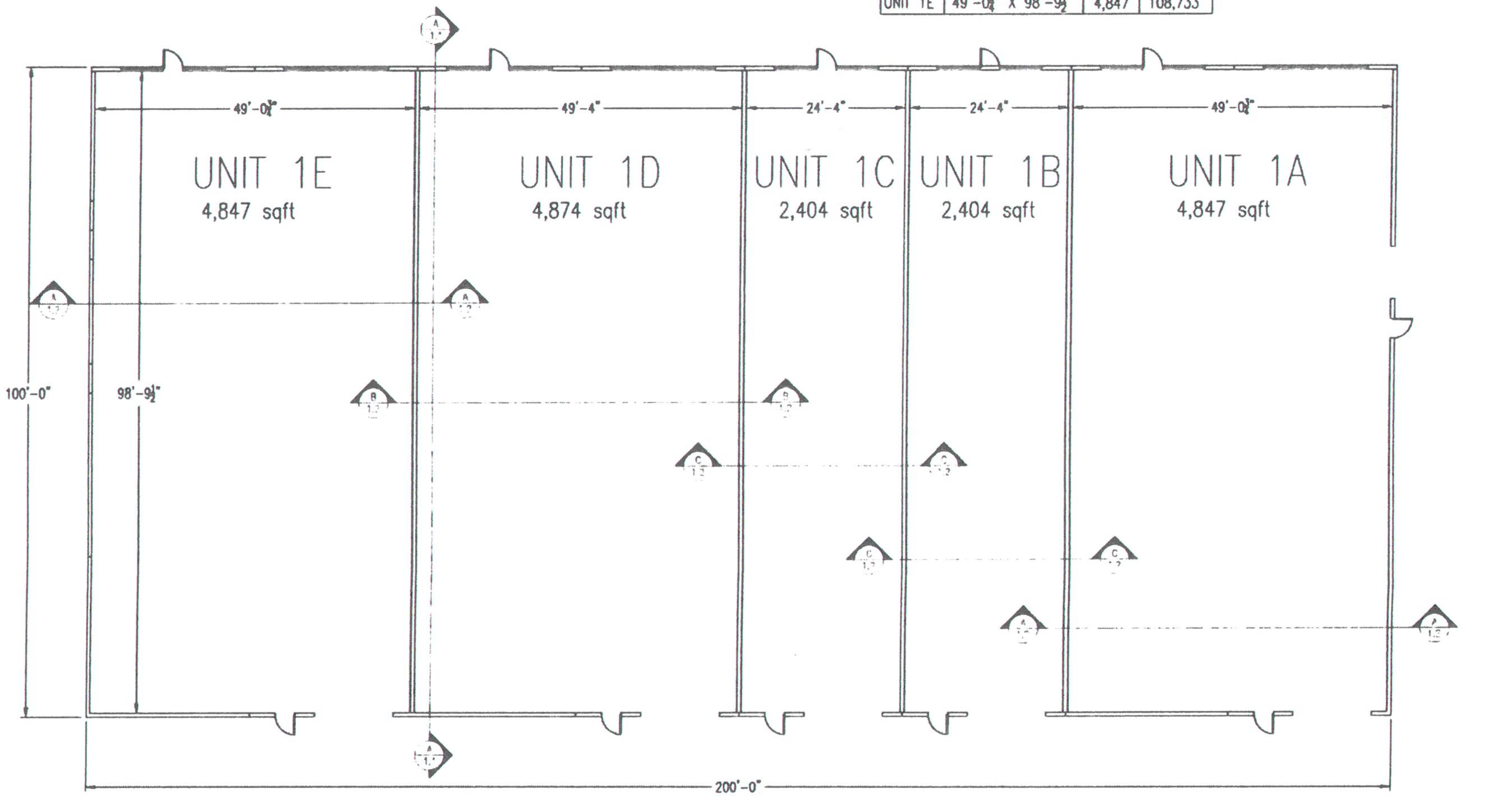
1.3

FARMINGTON BAY WAREHOUSE COMPLEX BUILDING 1 UNIT SIZE AND LOCATIONS

1262 SOUTH 650 WEST
FARMINGTON, UT 84025

TOTAL NUMBER OF UNITS = 5
BUILDING FOOTPRINT = 20,000 SQFT

UNIT	DIMENSIONS	SQFT	CUBIC FT
UNIT 1A	49'-0¾" X 98'-9½"	4,847	108,733
UNIT 1B	24'-4" X 98'-9½"	2,404	53,928
UNIT 1C	24'-4" X 98'-9½"	2,404	53,928
UNIT 1D	49'-4" X 98'-9½"	4,847	109,334
UNIT 1E	49'-0¾" X 98'-9½"	4,847	108,733



A 1.0 BUILDING 1 UNIT LAYOUT
SCALE: 1/16" = 1'-0"

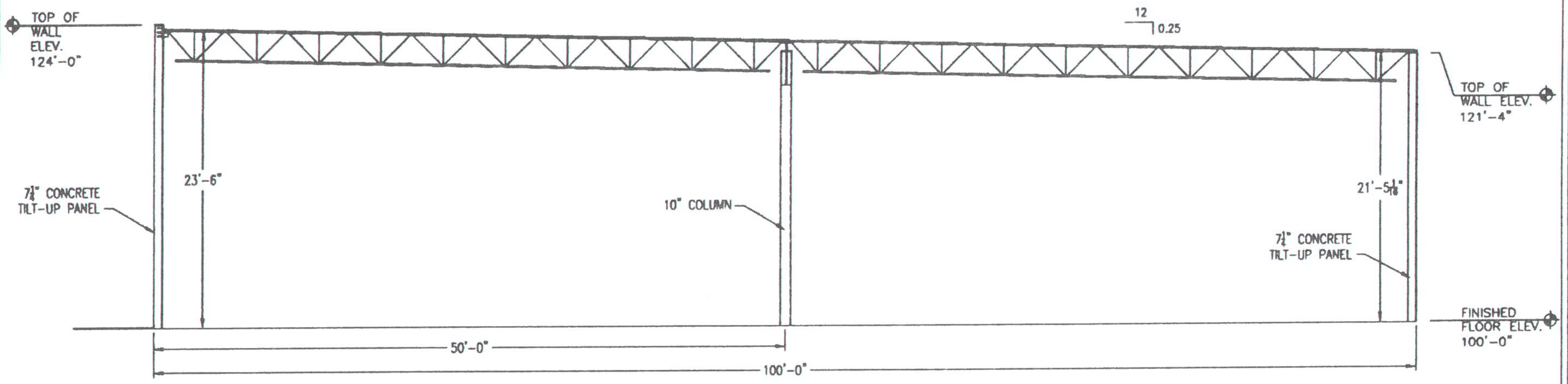
WCI

UNIT SIZES AND LOCATION
FARMINGTON BAY WAREHOUSE COMPLEX

REVISIONS
8-25-10
#1 9/14/10

DRAWN BY
S. Montgomery
DATE
9/14/10

1.0



A 1.1 BUILDIGN SECTION
SCALE: 1/8" = 1'-0"

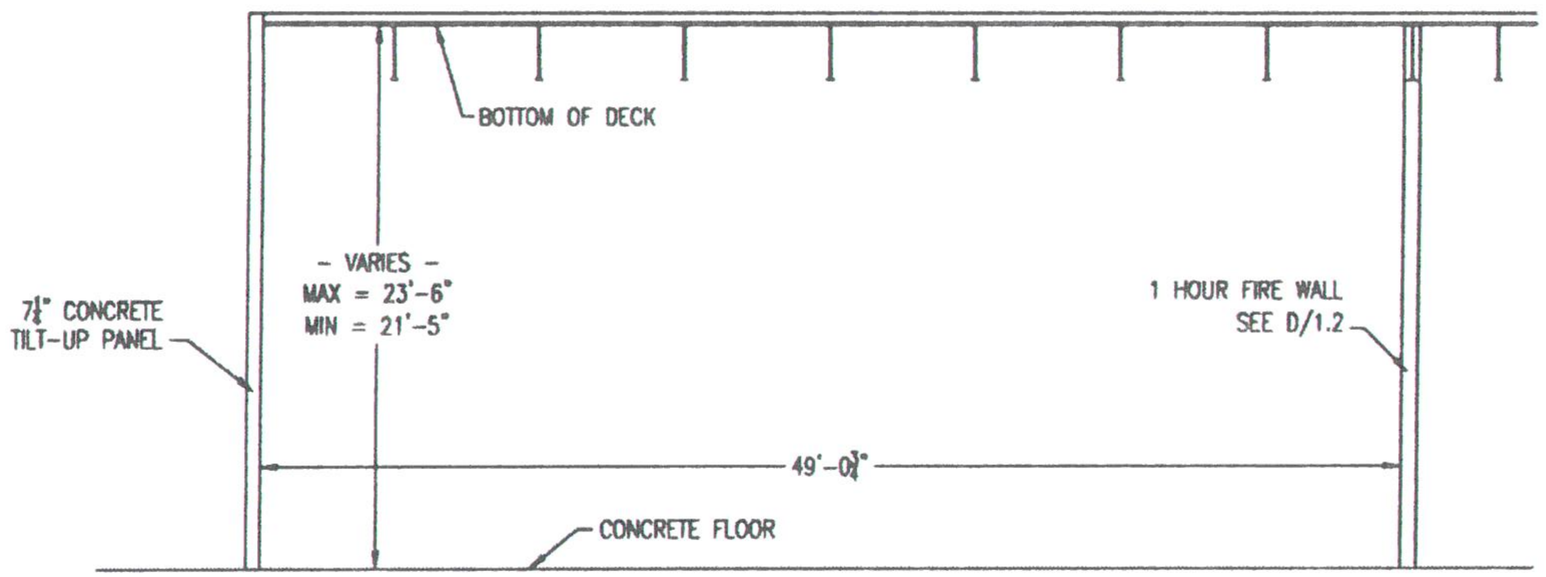
WCI
848 North 400 West, North Salt Lake, UT 84054
Phone: (801) 298-8020 Fax: (801) 298-0841
www.wci.com

BUILDING SECTION
FARMINGTON BAY WAREHOUSE COMPLEX

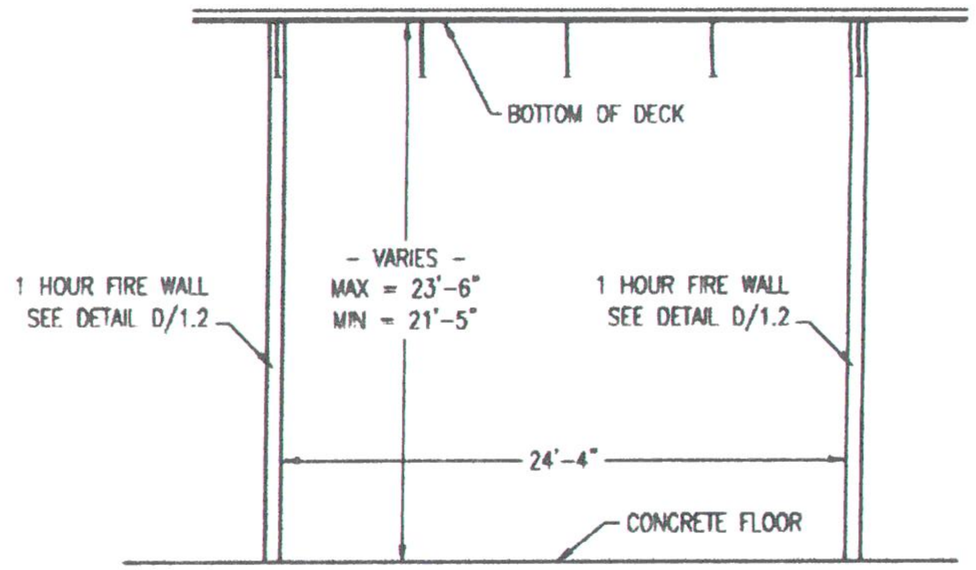
REVISIONS
8-25-10
#1 9/14/10

DRAWN BY
S. Montgomery
DATE
9/14/10

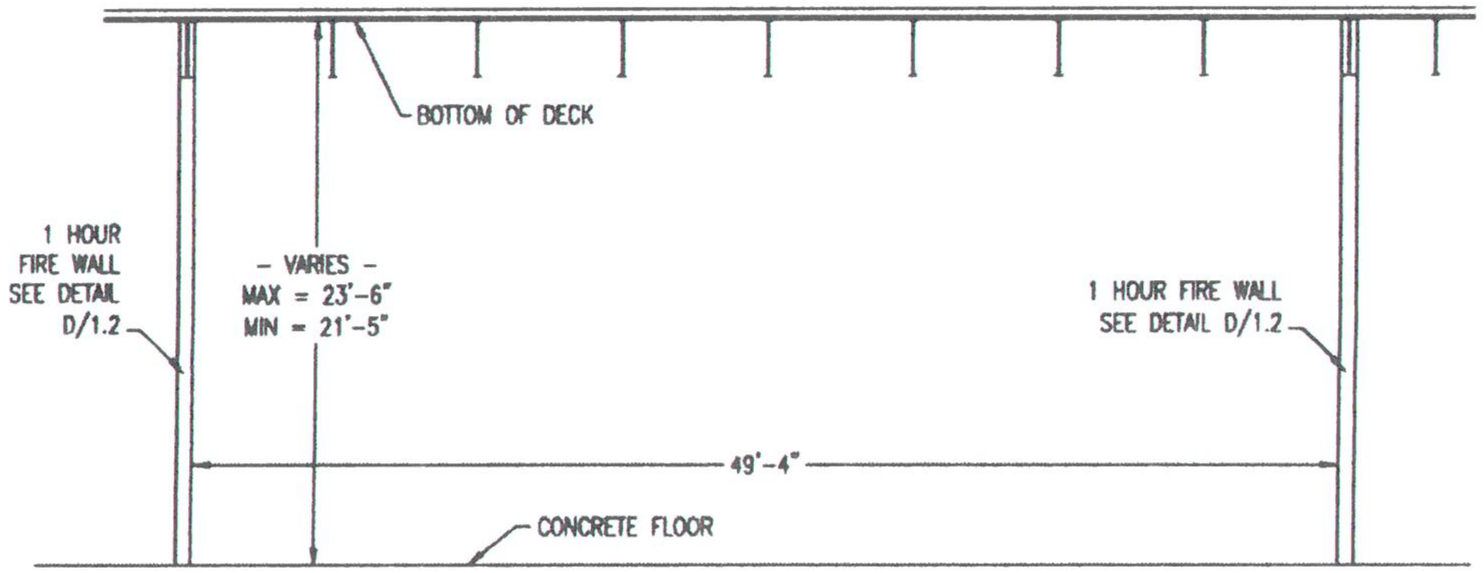
1.1



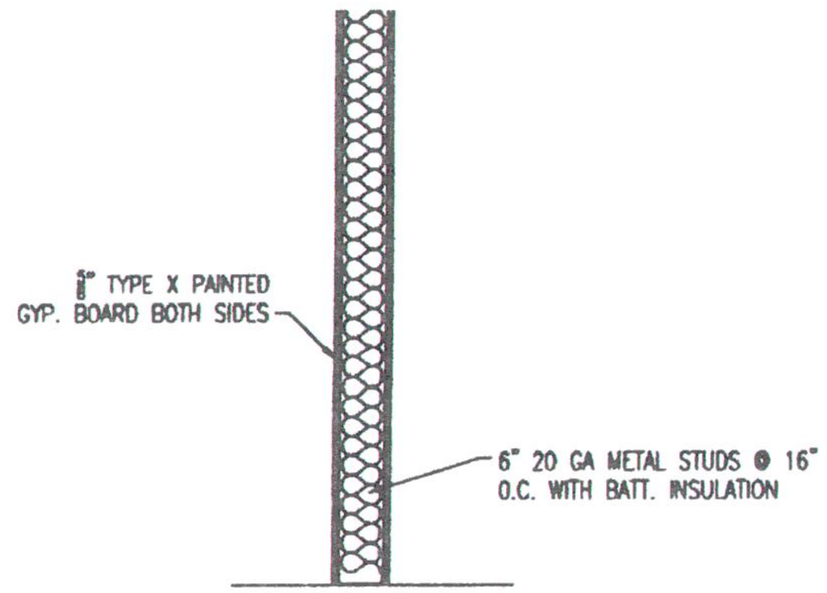
A 1.2 UNIT D SECTION
UNIT A SECTION OPPOSITE
SCALE: 1/8" = 1'-0"



C 1.2 UNIT B & C SECTION
SCALE: 1/8" = 1'-0"



B 1.2 UNIT D SECTION
SCALE: 1/8" = 1'-0"



D 1.2 WALL SECTION
SCALE: 1/8" = 1'-0"

WCI

SECTION VIEWS
FARMINGTON BAY WAREHOUSE COMPLEX

REVISIONS
8-25-10
#1 9/14/10

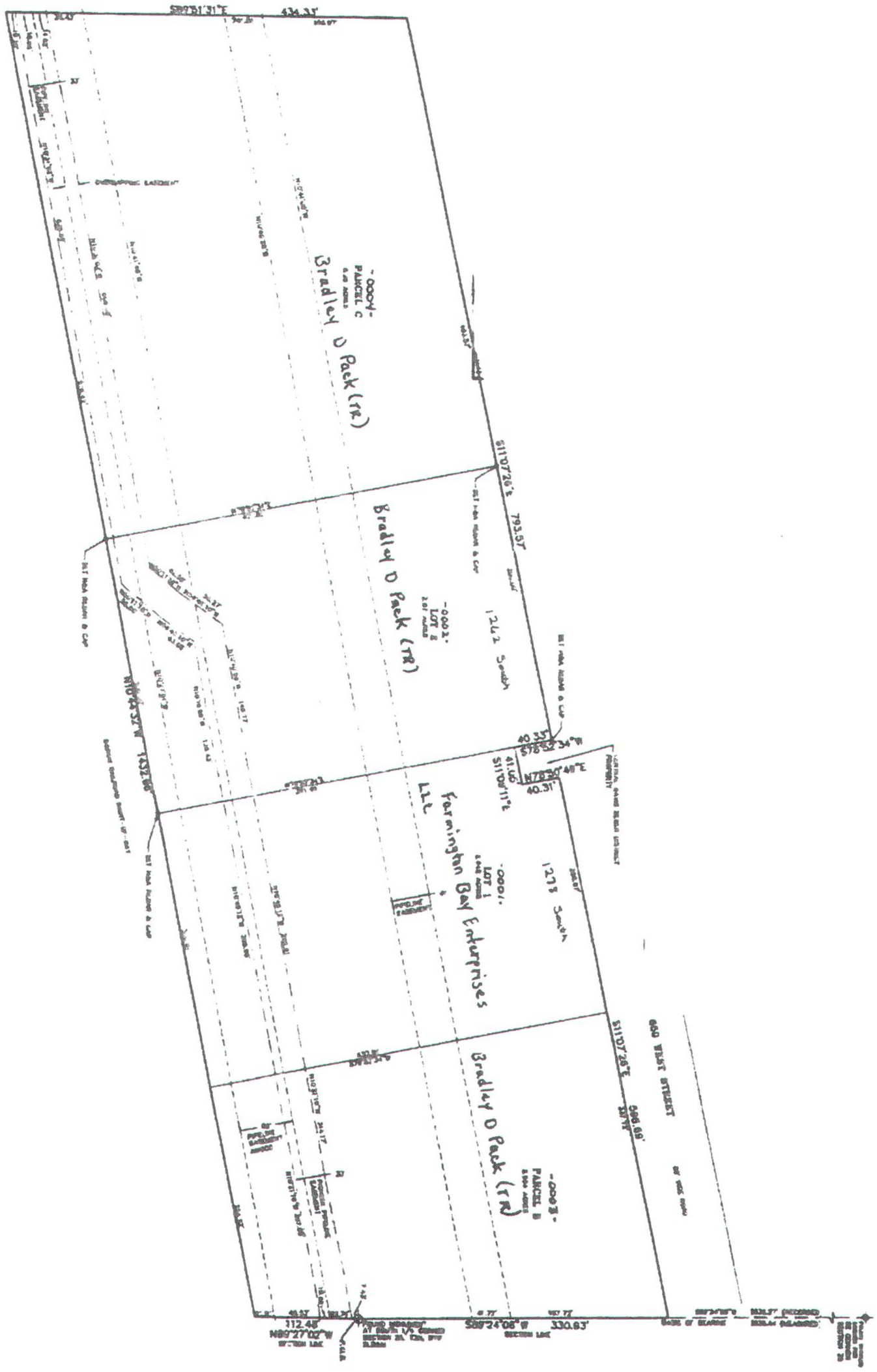
DRAWN BY
S. Montgomery
DATE
9/14/10

1.2

FARMINGTON BAY BUSINESS PARK SUBDIVISION PLAT A AMENDMENT #1

~~AMENDING PARCEL A OF FARMINGTON BAY BUSINESS PARK SUBDIVISION PLAT A~~

LOCATED IN THE SOUTH HALF OF SECTION 25, T3N, R1W, SLB&M
FARMINGTON CITY, DAVIS COUNTY, UTAH



HILL & ARGYLE, Inc.
Engineering and Surveying

PREFIX
08-464

LAST #
0004

N

SCALE:
1" = 100'

DEVELOPMENT: FARMINGTON BAY BUSINESS PARK SUBD. PLAT A AMENDMENT #1
LOTS: 1 THRU 2 & PARCELS B & C

CITY: FARMINGTON

S1/2 SEC. 25 , T.3N, R.1W
S.L.M. DAVIS COUNTY, UTAH

FILE # 4978
R 12-01-09

ORDINANCE NO. 2010 -

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AN ORDER VACATING LOT 2 OF THE FARMINGTON BAY BUSINESS PARK SUBDIVISION PLAT A AMENDMENT #1 AND DIRECTING THAT THE SAME BE RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE.

WHEREAS, the City has previously received a petition from Kent White owner of Farmington Bay Office Warehouse Complex, LLC, fee owner, as shown on the last Davis County assessment rolls, to have Lot 2 of the Farmington Bay Business Park Subdivision Plat A Amendment #1 vacated in order to provide for the recording of the condominium plat Farmington Bay Warehouse Complex Planned Commercial Development plat;

WHEREAS, the City Council is satisfied that neither the public nor any person will be materially injured by the proposed vacation of Lot 2 of the Farmington Bay Business Park Subdivision Plat A Amendment #1; and

WHEREAS, the City Council desires to approve the vacation of Lot 2 of the Farmington Bay Business Park Subdivision Plat A Amendment #1.

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

Section 1. Vacation and Amendment. The City Council hereby finds that neither the public nor any person will be materially injured by the proposed vacation of Lot 2 of the Farmington Bay Business Park Subdivision Plat A Amendment #1 and hereby authorizes the Mayor to enter into a Vacation Order vacating and amending the same.

Section 2. Recording. The Mayor is further directed to cause the Vacation Order to be recorded in the office of the Davis County Recorder's Office in accordance with Utah Code Ann. § 10-9-810(c), as amended.

Section 3. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all provisions, clauses and words of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS **19th day of October, 2010.**

FARMINGTON CITY

By: _____
Scott C. Harbertson, Mayor

ATTEST:

_____
Margy L. Lomax, City Recorder

VACATION AND AMENDMENT ORDER NO. 2010 -

A petition having been submitted in writing by fee owner, as shown on the last Davis County assessment rolls, of Lot 2 of the Farmington Bay Business Park Subdivision Plat A Amendment #1, located in Farmington City, Davis County, Utah, as shown on the recorded plat of the Farmington Bay Business Park Subdivision Plat A Amendment #1.

The City Council of Farmington City, Utah, hereby finds and determines that neither the public nor any person will be materially injured by the vacation of Lot 2 of the Farmington Bay Business Park Subdivision Plat A Amendment #1 and that there is good cause for vacating the same.

NOW, THEREFORE, IT IS HEREBY ORDERED that Lot 2 of the Farmington Bay Business Park Subdivision Plat A Amendment #1 previously filed in the office of the Davis County Recorder, State of Utah, on the 1st day of December, 2009, in Book 4911 of the official records, Page 1385, Entry No. 2497003 be vacated and the same is hereby vacated and amended pursuant to law.

APPROVED AND ORDERED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, ON THIS 19th day of October, 2010.

FARMINGTON CITY

By:_____
Scott C. Harbertson, Mayor

ATTEST:

_____
Margy L. Lomax, City Recorder

Agenda Item 7

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

S U B J E C T: Consideration of "Little Miss" Program as recommended by the City's Parks & Recreation Director

ACTION TO BE CONSIDERED:

Minute motion this program.

GENERAL INFORMATION:

See enclosed memo.

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

FARMINGTON
HISTORIC BEGINNINGS · 1847

Memorandum

To: City Manager Max Forbush, Mayor Scott Harbertson, and City Council Members

From: Neil Miller

Date: 8/31/2010

Re: Facility Use Contract with Davis School District

Dear Mr. Forbush, Mayor Harbertson and City Council Members,

As part of the Miss Utah Scholarship Pageant, to which the Miss Farmington Pageant sends their title holder, each contestant must be accompanied by a "Little Miss." The Little Miss program is a non-competitive mentor program for girls age 4-9 which is specifically centered on service mentoring. It requires a $400.00 entry fee and provides a growth experience for a young girl in our community.

As each contestant is required to have a "Little Miss," we propose that Farmington begin a Little Miss Pageant in conjunction with the Festival Days celebration. It would be a non-competitive in that the winner would be determined by her name being drawn out of a hat. We would use entrance fees and ticket sales to pay the Little Miss Entry Fee for the winner of the oldest age division to accompany Miss Farmington to the Miss Utah Pageant.

As this is just a preliminary suggestion, upon your approval, we propose that this pageant begin in July of 2011 and the Little Miss required at the pageant in June of 2011 be chosen by random drawing of names that were solicited through the newsletter, website and flyers and that the entrance fee be paid out of Miss Farmington funds for this year.

We appreciate any feedback regarding this suggestion and look forward to hearing your thoughts. Please feel free to contact me with any questions.

Sincerely,

Neil Miller
Parks and Recreation Director

SH

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

Agenda Item 8

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

SUBJECT: Minute Motion Approving Summary Action List

8-1. Ratification of Approvals of Construction & Storm Water Bond Agreements. See enclosed bond logs.

Pay $500

8-2. Authorization to purchase artificial trees at City Hall from Silk Petals for $1,031.92 out of City building account.

~~8-3. Authorize the purchase of ten (10) jersey barriers for $5,700 from the City Council contingency fund. See enclosed e-mail request from Ray White.~~

8-4. Authorization/Approval to increase City match for Land & Water Conservation Grant from $58,000 previously approved to $62,355.

aluminum plaque - to match

8-5. Authorize purchase of ~~acrylic~~ time capsule cover plate out of City building account. See enclosed e-mail.

544

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
10/11	Squires	9470	1.443925	$500.00
10/06	Richmond	9584	1.443899	$500.00
10/06	Landvisions	9601	1.443891	Not Reqd.
10/04	Bell	9612	1.443885	Not Reqd.
10/01	Symphony	9621	1.443881	$500.00
10/06	Nickell	9635	1.443897	Not Reqd.
10/08	Ivory	9638	1.443911	$500.00
10/08	Thurgood	9641	1.443916	Not Reqd.
10/05	Symphony	9647	1.443888	Not Reqd.
10/11	Pineridge	9653	1.443924	Not Reqd.
10/14	Arbinger	9657	1.443947	Not Reqd.
10/13	Swain	9658	1.443936	Not Reqd.

STORM WATER BOND LOG

DATE	NAME	PERMIT	RECEIPT	AMOUNT
10/11	Squires	9470	1.443925	$1,000.00
10/06	Richmond	9584	1.443899	$1,000.00
10/01	Symphony	9621	1.443881	$1,000.00
10/08	Ivory	9638	1.443911	$1,000.00

Max Forbush

From: wade@silkpetalsfloral.com
Sent: Wednesday, October 13, 2010 11:29 AM
To: mforbush@farmington.utah.gov
Subject: [Fwd: Trees]

---------- Original Message ----------
Subject: Trees
From: wade@silkpetalsfloral.com
Date: Fri, October 1, 2010 3:03 pm
To: mforbush@farmington.utah.gov

Dear Max.

For you to rent the trees for the rest of the year . $ 900. this take care of August though December 31.

To buy trees, the tallest tree is a 11' at $589.99. the 9' at $379.99 and the other 6' tree is $139.99. the total of $1109.90.
less 20% -$221.98
total $887.92

Max you still have a potted shrub and a potted Yucca plant. the potted shrub is $79.99 -20 % is $64.00 yucca plant is $99.99 -20% $80.00

If you would like to keep every thing. Grand total of $ 1031.92

Thanks for every thing.
Wade&Connie.
Silk petals.

I recommend buying it all for $1031.92. If real trees ("Shady Ladies") show up the fake trees can be used in other locations of the building or in other city buildings

Max Forbush

From: Ray White [rwhite@farmington.utah.gov]
Sent: Wednesday, October 13, 2010 2:27 PM
To: Max Forbush; Keith Johnson; Walt Hokanson
Subject: Barricades North Road

Max I have been in contact with Tammy North about blocking off the North Road until next spring, she was trying to get some Jersey
Barriers from U D OT at no cost to the city. But it sounds like they don't have any to give, if this is the case. I have talked with Walt we think this would be the best way to block the road rather than maintaining barricades throughout the winter. If we were to buy new Jersey Barriers the cost 570.00 each for new ones, we would need about 10 of them, Walt says we don't have money in the budget to buy them. do you have any ideas to help us in this matter.

Thanks Ray

I recommend use of City Council contingency fund in amount of $5700.

Max Forbush

Applications are due by October 15

Utah State Parks and Recreation
Attn: LWCF Grants
1594 West North Temple, Suite 116
P.O. Box 146001
Salt Lake City, UT 84114-6001

APPLICATION FORM

LAND AND WATER CONSERVATION FUND MATCHING GRANT

Applicant Name: **Farmington City** Project Name **Spring Creek**

Project Address: **P.O. Box 160, 160 South Main Street, Farmington, UT 84025-0160**

Contact Person: **Keith Johnson** Telephone: **(801) 939-9204**

Project Type: Acquisition _____ Development **X** Combination _____

Total Estimated Project Cost: **$136,709.39**

Federal LWCF Assistance Requested: **$68,354.69**
(May not exceed 50% of Total Project Cost)

Source of Local Matching Funds:
General Fund **0**
Bonding **0**
Special Taxes or Fees **0**
Donations ..... ~~**$6,000.00**~~
Other (explain) **Park Impact Fees** **$62,354.69**

Briefly describe the project and proposed activities:
The project plan includes the following proposed activities: (1) Design preliminary grading plan; (2) bid out concrete work; (3) grading of site; (4) installation of sprinkler system; (5) seeding grass areas and plant trees; (7) install concrete flatwork for picnic shelter, basketball court and sidewalk areas.

Estimated starting date: **Spring/Summer 2011** Estimated completion date: **Summer 2012**
Who owns the project site? **Farmington City** When was it acquired? **2008**
Number of acres to be developed or acquired by this proposal: **2.11**
Total number of acres currently dedicated for recreation: **Approximately 87 (not including trails)**
Is the project located in a designated flood hazard area? **No**
Is the project covered by flood insurance? **N/A**
Are there any hazardous wastes located on or near the project area?: **No**
If yes, please explain _____

Motion

Sid Young made a motion to approve the Park Lane Village Letter Agreement with the requirement that the City receives a letter from HUD stating that the project has been funded which will allow the City to measure when the impact fees should be due and payable. **Jim Talbot** seconded the motion, and it was unanimously approved.

SPRING CREEK PARK – REQUEST FOR ADDITIONAL BUDGET ALLOCATION (Agenda Item #8)

Motion

Cory Ritz made a motion to approve the request to amend the Spring Creek Park budget from $35,000 to $58,000 and to authorize the City Manager to file an application for funding through the Land and Water Grant Program. **Rick Dutson** seconded the motion, and it was approved by all Council Members.

REVIEW OF CRS ENGINEERING PROPOSAL TO LEASE UNIMPROVED SPACE AT CITY HALL (Agenda Item #9)

Motion

Rick Dutson made a motion to direct staff to conduct additional research regarding the market rate. If CRS' proposed rates fall within the current market rate parameters, City staff may prepare an agreement for final approval. **Cory Ritz** seconded the motion, and it was unanimously approved.

REVIEW OF BLACK & MCDONALD PROPOSAL FOR CITY TO PURCHASE STREET LIGHTING FROM ROCKY MOUNTAIN POWER AND RELATED MATTERS (Agenda Item #10)

Mr. Forbush explained that the City has had an agreement with Black & McDonald to maintain City-owned lights; however, a local vendor of LED lighting has proposed that the City upgrade to LED lighting. In recent years there have been requests to install decorative lighting under the sycamore and ash trees along State and Main. Black & McDonald have advised staff not to install LED lighting at the current time but allow additional time for the further development of technology regarding lighting. He explained that federal subsidies have resulted in higher costs for LED lights.

Motion

Sid Young made a motion to direct staff to conduct additional research regarding the street lighting and to evaluate the proposal further once the City audit is completed to determine cash balances of the City. **Cory Ritz** seconded the motion, and it was unanimously approved.

Max Forbush

From: Rick Ellertson [rick@hughesgc.com]
Sent: Thursday, October 14, 2010 5:01 PM
To: mforbush@farmington.utah.gov
Cc: Scott Later
Subject: City Hall time capsule cover plate

Max
I have spoken with Thomas & Sons Signs. His is out of town right now so he can't get us a firm quote but he said the cast aluminum plaque would be in the $650 range and the acrylic cover plate with letters to match the aluminum plaque would be in the $250 range.

RICK ELLERTSON
Project Manager

900 North Redwood Rd.
P.O. Box 540700
North Salt Lake, UT 84054
Phone: (801) 292-1411
Fax: (801) 295-0530
Cell: (801) 860-1547
E-Mail: rick@hughesgc.com

Max Forbush

From: wade@silkpetalsfloral.com
Sent: Monday, October 18, 2010 5:55 PM
To: mforbush@farmington.utah.gov
Subject: trees tell the end of Oct,

> Max, glade to hear the trees are on there way. Your bill will be $500. Dollors if you keep the trees tell the end of Oct. Hope that works out for you ok. Have any qustions please E-mail or call 801-451-5106.

Wade and Connie,
> It appears that we will get our permanent trees yet this month.
> What is the deduct from the $900 if we return the trees and product by
> Nov.
> 1st?
>
> Max
>
> -----Original Message-----
> From: wade@silkpetalsfloral.com [mailto:wade@silkpetalsfloral.com]
> Sent: Wednesday, October 13, 2010 11:29 AM
> To: mforbush@farmington.utah.gov
> Subject: [Fwd: Trees]
>
> ---------- Original Message
> ----------
> Subject: Trees
> From: wade@silkpetalsfloral.com
> Date: Fri, October 1, 2010 3:03 pm
> To: mforbush@farmington.utah.gov
> ----------
> ----
>
>
> Dear Max.
>
> For you to rent the trees for the rest of the year . $ 900. this take
> care of August though December 31.
>
>
> To buy trees, the tallest tree is a 11' at $589.99. the 9' at $379.99
> and the other 6' tree is $139.99. the total of $1109.90.
> less 20% -$221.98
> total $887.92
>
> Max you still have a potted shrub and a potted Yucca plant. the potted
> shrub is $79.99 -20 % is $64.00 yucca plant is $99.99 -20% $80.00
>
> If you would like to keep every thing. Grand total of $ 1031.92
>
> thanks for every thing.
> Wade&Connie.
> Silk petals.
>

Max Forbush

From: Rick Ellertson [rick@hughesgc.com]

Sent: Tuesday, October 19, 2010 8:28 AM

To: mforbush@farmington.utah.gov; kjohnson@farmington.utah.gov

Cc: Scott Later

Subject: FCH Time Capsule cover/sign

Max
Thomas & Sons Sign has gotten back with me on the plaque/sign over the time capsule hole. A round plaque is a lot more expensive than a square plaque. An 18" square plaque would be $490.00 + $54.00 in mark up = **$544.00**. There are no restrictions on lettering/graphics. An acrylic plaque with lettering would be $300.00 + mark ups. Thomas & Sons is recommending that you stay with the aluminum plaque for an exact match of what is on the brick side of the wall.

Scott L. has proposed that this be paid directly (outside of the contract) so that change order 14 can stay as the final change order to the contract. Let me know how you would like to proceed.

RICK ELLERTSON
Project Manager

900 North Redwood Rd.
P.O. Box 540700
North Salt Lake, UT 84054
Phone: (801) 292-1411
Fax: (801) 295-0530
Cell: (801) 860-1547
E-Mail: rick@hughesgc.com

Agenda Item 9

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

S U B J E C T: Review and consideration of Ordinances and Resolutions pertaining to code enforcement:

- Ordinance amending Title 7, Chapter 9 regarding the cleaning of real property.
- Ordinance enacting 1-12-015 regarding criminal enforcement actions and amending 1-12-30 regarding civil penalties; and enacting Chapter 1-15 pertaining to Civil Penalties and Enforcement Procedures.
- Resolution appointing City Inspectors to enforce the provisions of Title 7, Chapter 9.
- Resolution amending the Consolidated Fee Schedule regarding fines for civil penalties.

ACTION TO BE CONSIDERED:

There are four actions. Approval of two ordinances as listed in the agenda and two resolutions.

GENERAL INFORMATION:

1. See enclosed summary letter written by David Petersen.
2. See enclosed ordinances and resolutions and related correspondence.

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

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: David E. Petersen, Community Development Director DEP

Date: October 14, 2010

Re: Updated and New Code Enforcement Regulations

Enclosed for your consideration are two ordinances and two resolutions updating and amending Farmington City code enforcement regulations. They provide city staff with clear ways and means and flexibility to enforce codes with easily identifiable penalties. Now staff is able to enforce civil violations and issue citations. These citations may be accompanied by fines which increase in amount if not paid in a timely manner. Code enforcement officers may also cause the clean-up of property with City funds, with ways to obtain the money back if the wrongdoer does not provide reimbursement. Pursuing criminal penalties also continues to be an option.

Most citizens comply to notices of violation and staff is still able to work with property owners in establishing reasonable time limits for compliance. Nevertheless, the ordinance allows staff to respond accordingly if the violation demands immediate attention.

A summary of each ordinances and resolution are as follows:

Ordinance enacting Section 1-12-015, amending 1-12-030, and enacting Chapter 1-15:

Section 1-12-015 and 030 reference state code and helps enable the enactment of 1-15.

Chapter 1-15 is a new chapter under Title 1 which allows for civil enforcement including, among other things, provisions for notice and warning periods, immediate enforcement, civil citations and penalties, hearing and appeal processes, and collection.

Ordinance amending Title 7, Chapter 9:

This amendment relates to the duties of city inspectors regarding weed, refuse, graffiti, junk vehicle, and construction and materials control. The amendment also deals with administration of notices of violation, appeals, and options for the City to do the work

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

and bill the violator in the event there is a failure to comply–and collection of costs if the culprit does not pay.

Resolution for Title 7, Chapter 9:

This resolution authorizes other city officials as City Inspectors in addition to those already named in Chapter 9.

Resolution Amending the Consolidated Fee Schedule:

This resolutions enacts Section G4. which sets forth the fine amount for civil penalties.

cc: Max Forbush, City Manager

ORDINANCE NO. 2010-

AN ORDINANCE AMENDING TITLE 7, CHAPTER 9, OF THE FARMINGTON CITY MUNICIPAL CODE REGARDING THE CLEANING OF REAL PROPERTY

WHEREAS, the City Council has previously adopted Title 7, Chapter 9, of the Farmington City Municipal Code regarding the Cleaning of Real Property; and

WHEREAS, the City Council desires to amend various provisions of Title 7, Chapter 9, the Farmington City Municipal Code regarding procedures for the enforcement of violations in accordance with applicable provisions of State law; and

WHEREAS, the City Council is authorized to regulate the inspection and cleaning of real property pursuant to the general police powers of the City and specific statutory authorization as set forth in *Utah Code Ann.* § 10-11-1, *et seq.*, as amended; and

WHEREAS, the City Council desires to adopt the suggested revisions to Title 7, Chapter 9, as more particularly set forth herein; and

WHEREAS, the City Council has determined that the proposed revisions to Title 7, Chapter 9, are in the best interest of the City and the public health, safety and welfare, by establishing and providing updated provisions for the regulation and enforcement of real property violations;

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

Section 1. **Amendment.** Title 7, Chapter 9, of the Farmington City Municipal Code regarding the cleaning of real property is hereby amended to read in its entirety as more particularly set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

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

Section 3. **Omission Not a Waiver.** The omission to specify or enumerate in this ordinance those provisions of general law applicable to all cities shall not be construed as a waiver of the benefits of any such provisions.

Section 4. **Effective Date.** This Ordinance shall become effective twenty (20) days after publication or posting, or thirty (30) days after passage, whichever occurs first.

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

ATTEST: **FARMINGTON CITY**

_____ By:_____

Margy Lomax, City Recorder Mayor Scott Harbertson

Voting by the City Council:

	AYE	NAY
Councilmember Bilton	_____	_____
Councilmember Dutson	_____	_____
Councilmember Ritz	_____	_____
Councilmember Talbot	_____	_____
Councilmember Young	_____	_____

EXHIBIT ■A•

CHAPTER 7-9
CLEANING OF REAL PROPERTY

CHAPTER 9

CLEANING OF REAL PROPERTY

7-9-010. Purpose
7-9-012. Authority
7-9-014. Administration
7-9-016. Inspectors
7-9-020. Definitions
7-9-030. Weed Control
7-9-040. Refuse Control
7-9-050. Graffiti Control
7-9-060. Junk Vehicle Control
7-9-062. Construction Materials Control
7-9-070. Inspections
7-9-080. Notice of Violation
7-9-090. Proof of Service
7-9-100. One Notice Per Year
7-9-110. Appeal
7-9-120. Failure to Comply
7-9-130. Itemized Statement of Costs
7-9-140. Determination of Collection Procedures
7-9-150. Collection Through Courts
7-9-160. Collection Through Tax Notice
7-9-170. Violations

Deleted: 7-9-090. Misdemeanor
7-9-100. Enforcement ¶
7-9-110. County Board of Health¶
7-9-120. Appeal

7-9-010. Purpose

The purpose of this Chapter is to establish regulations and procedures for the cleaning of real property, including, but not limited to, the control of injurious and noxious weeds, garbage, refuse, graffiti and any unsightly or deleterious objects or structures on property located within the City. The intent of this Chapter is to provide for the public health and safety, including, but not limited to, the following:

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(a) prevent fire hazards;

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(b) prevent the spread of vegetation not conducive to the public health, safety or welfare;

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(c) prevent the presence of public nuisances, eyesores, and other objects, structures, or refuse not conducive to the public health, safety, and welfare;

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(d) prevent the presence and breeding of rodents, insects, and vermin;

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(e) prevent the continued existence of unsightly or deleterious objects and structures upon property resulting from lack of maintenance, repair, or cleaning;

(f) prevent the occurrence and growth of gang-related activities within the City; and

(g) prevent the unsightly effect of graffiti and discourage its continued application within the City.

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7-9-012. Authority

The provisions of this Chapter are provided pursuant to the general police power of the City and specific statutory authorization as set forth in *Utah Code Ann.* §§ 10-11-1, *et seq.*, as amended, regarding the inspection and cleaning of real property.

7-9-014. Administration

Except as otherwise provided herein regarding fire safety matters, the provisions of this Chapter shall be administered, interpreted and enforced by the Community Development Director. Fire safety matters and provisions shall be administered, interpreted and enforced by the Fire Official.

7-9-016. Inspectors

The Community Development Director, the Weed Abatement/Code Enforcement Official, and their authorized designees, are hereby appointed as the City inspectors for purposes of carrying out the provisions of this Chapter ("Inspectors"). It shall be the duty of such Inspectors to examine and investigate potential violations of this Chapter and to pursue the enforcement of any such violations in accordance with the procedures set forth herein. It shall further be the duty of the Inspectors to ascertain the names of the owners and descriptions of the premises where such weeds, refuse, garbage, graffiti, or violations exist. Inspectors are hereby authorized to make examinations and investigations of all real property within the City to determine whether the owners of such property are complying with the provisions of this Chapter.

7-9-020. Definitions

For the purpose of this Chapter, the following terms shall have the meanings set forth below:

(a) "Graffiti" means any form of unauthorized painting, writing, spraying, scratching, affixing, marking, or inscribing on the property of another, whether public or private, regardless of the content or nature of the material used in the commission of the act.

(b) "Junk Vehicle" means any licensed or unlicensed motor vehicle of any kind or part thereof which is in a wrecked, junked, partially dismantled, inoperative, or abandoned condition.

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Deleted: (b) Inspector. The Farmington City Manager, City Planner, Chief of Police, or the Davis County Health Department Director of Health or their severally authorized representatives.¶ ¶

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(c) "Owner" means any person who, alone or joint or severally with others:

(1) has the legal title to any real property, premises, dwelling or dwelling unit, with or without actual possession thereof; or

(2) has charge, care, or control of any real property, premises, dwelling or dwelling unit, as a tenant, lessee, legal or equitable owner, or as personal representative, trustee, guardian, agent or conservator of the person holding legal title.

(d) "Person" means any individual, public or private corporation, partnership, limited liability company, joint venture, association, firm trustee, executor of an estate, or other legal entity recognized by law.

(e) "Property" means any private real property within Farmington City, and the frontage area of any such property abutting or fronting upon any street, highway, or alley within the City from the property line out to the edge of the road asphalt.

(f) "Refuse" means any garbage, trash, rubbish, weed or grass clippings, dead animals, sludge, liquid or semi-liquid waste, and other discarded materials or materials stored or accumulated in an unsightly manner for the purpose of eventually discarding or salvaging them, including vehicles, or materials that have served their intended purpose.

(g) "Weeds" means vegetation which is uncultivated, useless, unsightly, or which has become a fire hazard or is otherwise determined by the City to be noxious, dangerous, or a nuisance. The term "weeds" shall also include, but is not limited to, poison ivy (rhus toxicodenron), poison oak (rhus diversiloba), poison sumac (rhus vernix), and those plants named in or listed pursuant to the Utah Noxious Weed Act, as set forth in *Utah Code Ann.* §§ 4-17-1, *et seq.*, as amended.

7-9-030. Weed Control

(a) No owner shall permit weeds on his or her property to exceed a height of twelve inches (12") at any time.

(b) No owner of property shall permit poison ivy (rhus toxicodenron), poison oak (rhus diversiloba), poison sumac (rhus vernix), or any plants designated in the Utah Noxious Weed Act, as set forth in *Utah Code Ann.* §§ 4-17-1, *et seq.*, as amended, to grow at any height on his or her property at any time.

(c) Weeds and noxious plants must be eradicated by chemicals, cutting, or other acceptable methods, and all cuttings or dead remnants shall be promptly cleared and removed from the property. Weeds which are eradicated by chemicals must be done so before their height exceeds twelve inches (12"), or they must be cut at a level not to exceed twelve inches (12") in

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accordance with Subsection (a).

(d) When an Inspector determines that the size, location, accessibility, or other circumstances regarding certain property makes compliance within this Section impractical, the Inspector may, in his or her sole discretion, issue an order permitting the Owner to create fire breaks as required and approved by the Fire Department, or otherwise exempt the property from the requirements set forth herein as deemed permissible and non-hazardous to the public health and safety. Any such exception or exemption permitted hereunder shall be in writing and issued to the Owner of the property.

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(e) When an Inspector determines that the weeds in a particular area pose a serious fire hazard in view of their density, dryness, proximity to possible sources of ignition, and the effects of prevailing winds and weather, the Inspector may order the Owner of the property on which said weeds are located to remove or clear the weeds within twenty-four (24) hours. If the weeds are not removed within the twenty-four (24) hour period, the City may seek appropriate relief as set forth herein or otherwise available by law.

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7-9-040. Refuse Control

(a) No owner shall permit refuse, garbage, or other unsightly or deleterious objects or structures, to remain upon his or her property for longer than three (3) days, unless located in authorized garbage collection containers scheduled for pickup.

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(b) When an inspector determines that a particular deposit of refuse, garbage, or other unsightly or deleterious objects or structures, poses a significant health hazard by reason of its potential for the spread of disease, the breeding of worms, insects, or rodents, or the contamination of a stream or other body of water, then said Inspector may order the owner of the property on which said refuse, garbage, or other unsightly or deleterious objects or structures, is deposited, or the person who deposited it there, or both, to remove the refuse, garbage, or other unsightly or deleterious objects or structures, within twenty-four (24) hours. If the refuse, garbage, or other unsightly or deleterious objects or structures, is not removed within the twenty-four (24) hour period, the City may seek appropriate relief as set forth herein or otherwise available by law.

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7-9-050. Graffiti Control

(a) Any person spotting graffiti within the City may report the sighting to the City Police Department for enforcement, tracking purposes, and possible criminal prosecution and/or intelligence functions.

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(b) In order to prevent the unsightly and dangerous effects of vandalism and graffiti, it shall be the duty of every owner of property within Farmington City to keep his or her property free from graffiti and evidence of vandalism. No owner of property in the City shall permit such graffiti or evidence of vandalism to remain on his or her property.

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(c) Owner may remove graffiti from his or her property himself or herself, or may contract with a person in the business of graffiti removal. In addition, the City has entered into an Interlocal Cooperation Agreement for the use of a Graffiti Removal Machine which may be used by the City to remove graffiti from public or private property. Subject to the terms of the Interlocal Agreement and the availability of the Graffiti Removal Machine, the City is willing to attempt to assist private property owners in removing graffiti from their property. Such service shall be provided by the City at an hourly rate as set forth in the City Fee Schedule or as otherwise set forth by Resolution of the City Council and only upon receipt of a signed waiver and release form from the property owner.

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7-9-060 Junk Vehicle Control

(a) It shall be unlawful to park, store, or leave or permit the parking, storing or leaving of any "junk vehicle" as defined herein, whether attended or not, upon any private property within the City limits of Farmington City for a period of time in excess of seventy-two (72) hours, except that two (2) or less such vehicles may be stored if within a building or placed behind an opaque screening fence. Vehicles located within a junk yard or automobile wrecking yard lawfully established pursuant to the provisions of the zoning ordinances of Farmington City are exempt from the limitations set forth in this Section.

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(b) The accumulation and storage of more than two (2) "junk vehicles", as defined herein, on private property, except as set forth above, shall constitute a nuisance, detrimental to the health, safety, and welfare of the inhabitants of the City of Farmington. It shall be the duty of the owner of such "junk vehicles" or the lessee or other person in possession of private property upon which such "junk vehicles" are located, to remove the same from such property.

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7-9-062 Construction Materials Control

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It shall be the responsibility of each owner of real property and any contractor or builder constructing improvements on real property located within the City to secure all construction materials present on-site during construction periods to ensure that such materials do not blow away, fall upon or litter adjacent properties in the area. The owner and/or contractor and builder shall be liable for any damages incurred by reason of unsecured construction materials. The storage and/or use of construction materials shall also be subject to the storm water regulations set forth in Title 16.

7-9-070. Inspections

An Inspector may from time to time enter and inspect real property for violations of this Chapter, provided that no entry upon real property shall be made for purposes of inspection unless the Inspector first obtains any warrant required by law.

7-9-080. Notice of Violation

When an Inspector determines there has been a violation of this Chapter, the Inspector shall serve notice in writing upon the owner or occupant of the property, either personally or by mailing notice, postage prepaid, addressed to the owner or occupant at the last known post-office address as disclosed by the records of the Davis County Assessor, requiring such owner or occupant to eradicate, destroy, or remove the weeds, refuse, objects, graffiti, or junk vehicles causing the violation within such time as the Inspector may designate, which shall not be less than ten (10) days from the date of service of such notice ("Notice of Violation"). The Notice of Violation shall be signed by the Inspector issuing it and shall include the following information:

(a) the condition which must be eradicated, destroyed and/or removed;

(b) a reasonable time to comply (not less than ten (10) days from date of services);

(c) the consequences for failure to remedy the condition within the required time frame; and

(d) the person or office from which the owner or occupant may obtain further information, including contact information.

7-9-090. Proof of Service

The Inspector shall provide, under oath, proof of service of any Notice of Violation issued in accordance with Section 7-9-080 and file the same in the Office of the Davis County Treasurer if collection of costs are to be pursued through tax notice as more particularly provided herein.

7-9-100. One Notice Per Year

One Notice of Violation issued in accordance with Section 7-9-080 shall be deemed sufficient on any lot or parcel of property for the entire season of weed growth during any calendar year, or for the entire calendar year for other violations, such as garbage, refuse, graffiti or junk vehicles.

7-9-110. Appeal

Any person aggrieved by the issuance of a Notice of Violation may request an appeal hearing by filing a written appeal with the Community Development Director within ten (10) days from the date of the Notice of Violation. The Community Development Director shall hold an appeal hearing on the matter within a reasonable time from receipt of the appeal. The Community Development Director may sustain, modify or reverse the Notice of Violation and shall issue a written decision regarding the matter.

7-9-120. Failure to Comply

If any owner or occupant of land to whom a Notice of Violation has been served fails or neglects to eradicate, destroy and/or remove the weeds or condition causing the violation within

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Deleted: (b) Service of Notice. A Notice of Violation shall be served by the Inspector or his or her representative either personally, by leaving the Notice with the Owner or a person at his or her residence of suitable age and discretion, or by mailing, postage prepaid, registered or certified, to the Owner, addressed to his or her last known post office address as disclosed by the records of the Davis County Assessor. If notice has already been served once during the calendar year directing removal of weeds, no further notice needs to be served to compel the weed removal during that calendar year.¶
¶
(c) Compliance with Notice. A reasonable time shall be given for the Owner to bring his property into compliance with this Chapter which shall not be less than ten (10) days after Notice of Violation is served, but may be longer, at the Inspector's discretion.¶

the time specified in the Notice of Violation, the Community Development Director may, at the expense of the City, employ necessary assistance and cause such weeds, garbage, refuse, graffiti, junk vehicles, or condition to be cut, removed and/or destroyed, and to authorize others to enter onto such property to cut, remove and/or destroy such weeds, garbage, refuse, graffiti, junk vehicles, or condition.

7-9-130. Itemized Statement of Costs

If the Community Development Director elects to cause such weeds, garbage, refuse, graffiti, junk vehicles, or condition to be cut, removed and/or destroyed, the Community Development Director shall prepare an itemized statement of all expenses, including administrative expenses, incurred in the cutting, removal and/or destruction of the weeds, garbage, refuse, graffiti, junk vehicles, or condition, and mail a copy of the statement to the owner demanding payment to the City Treasurer within thirty (30) days of the date of mailing ("Statement of Costs"). Such Statement of Costs and demand for payment shall be considered delivered when mailed by certified mail addressed to the property owner's last known address.

7-9-140. Determination of Collection Procedures

If the owner fails to make full payment of the amount set forth in the Statement of Costs to the City Treasurer within the required thirty (30) days, the City may, as more particularly provided herein: (1) cause suit to be brought in an appropriate court of law; or (2) refer the matter to the Davis County Treasurer for inclusion in the tax notice for the subject property.

7-9-150. Collection Through Courts

If the City pursues collection of the costs through the courts, the City may: (1) sue for and receive judgment upon all of the costs of removal and destruction, including administrative costs, together with reasonable attorneys' fees, interest and court costs; and (2) execute on the judgment in the manner provided by law.

7-9-160. Collection Through Tax Notice

If the City elects to refer the matter to the Davis County Treasurer for inclusion in the tax notice of the property owner, the City shall: (1) make, in triplicate, an itemized statement of all expenses, including administrative expenses, incurred in the removal and destruction of the weeds, garbage, refuse, graffiti, junk vehicles, or condition; and (2) deliver the three copies of the statement to the Davis County Treasurer within ten (10) days after the expiration of the thirty (30) day period provided in the Statement of Costs under Section 7-9-130. The Davis County Treasurer shall send notice to the owner of the statement of costs, including right to hearing for objections, and collect such costs as a tax lien upon the property in accordance with the provisions and procedures set forth in *Utah Code Ann.* § 10-11-4, as amended.

7-9-170. Violations

It shall be unlawful for any person owning or occupying real property within the City to violate any of the provisions and restrictions of this Chapter regarding weeds, garbage, refuse, graffiti, junk vehicles, or deleterious object or structures, or to fail to comply with any lawful order or notice of the Community Development Director, Fire Official or Inspector regarding the abatement of any such violation. In addition to the abatement and collection of cost procedures set forth herein, any violation of this Chapter shall be deemed a Class B Misdemeanor, punishable by fine, imprisonment or both, as permitted by applicable laws of the State of Utah, or enforced through the civil enforcement procedures set forth in Title 1, Chapter 15 of the Farmington Municipal Code. The City may pursue all other remedies available by law or in equity. Except as otherwise prohibited by law, all remedies shall be cumulative.

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The failure to control weeds, refuse, or junk vehicles, or to secure construction materials in the manner prescribed in this Chapter and within the time set for compliance in the Notice of Violation shall be a Class B Misdemeanor, punishable by fine, imprisonment or both, as permitted by the applicable laws of the State of Utah. The failure to control or remove graffiti in the manner prescribed in this Chapter and within the time set forth for compliance in the Notice of Violation shall be an infraction punishable by fine as permitted by the applicable laws of the State of Utah.¶
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7-9-100. Enforcement¶
¶
(a) Citation. The City may enforce the provisions of this Chapter by issuing a citation or information as provided by applicable laws of the State of Utah.¶
¶
(b) Injunction. In addition to the misdemeanor or infraction prescribed above, the City may seek and be awarded a preliminary injunction enjoining the continuation of the violation, or any other remedy available at law or in equity.¶
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Section Break (Continuous)
(c) Removal by City. If any Owner to whom Notice of Violation has been served does not eradicate, destroy, or remove the weeds, refuse, junk vehicle or graffiti causing the violation within time specified in the Notice of Violation the City Manager, or his or her designee, may, at his or her discretion, cause such weeds, refuse, junk vehicles or graffiti to be removed and destroyed. If the City Manager elects to cause such weeds, refuse, junk vehicles or graffiti to be removed and destroyed, he or she shall prepare an itemized statement of all expenses incurred in their removal and destruction and send a copy thereof by registered mail to the Owner's last known address. If the Owner fails to make full payment of the amount set forth in such statement within twenty (20) days of the date of mailing the statement, the City Manager, or his or her designee, may refer the matter to the Davis County Treasurer for collection as taxes, as provided in Utah Code Annotated, Title 10, Chapter 11. If the City Manager, or his or her designee, does not refer the matter to the Davis County Treasurer, the City Attorney may bring suit in an appropriate court of law to recover ... [1]

ORDINANCE NO. 2010-

AN ORDINANCE ENACTING SECTION 1-12-015 OF THE FARMINGTON CITY MUNICIPAL CODE REGARDING CRIMINAL ENFORCEMENT ACTIONS, AMENDING SECTION 1-12-030 OF THE SAME REGARDING CIVIL PENALTIES FOR ORDINANCE VIOLATIONS, AND ENACTING CHAPTER 1-15, OF THE SAME REGARDING CIVIL PENALTY AND ENFORCEMENT PROCEDURES

WHEREAS, the City Council has previously adopted and recodified Title 1 of the Farmington City Municipal Code regarding General Provisions; and

WHEREAS, the City Council desires to amend various Sections of Chapter 1-12 the Farmington City Municipal Code regarding criminal enforcement procedures and penalties for City Ordinance violations; and

WHEREAS, the City Council is authorized, pursuant to *Utah Code Ann.* § 10-3-703, to impose civil penalties for the violation of any City Ordinance; and

WHEREAS, the City Council desires to enact Chapter 1-15 of the Farmington City Municipal Code providing civil enforcement procedures and penalties for City Ordinance violations; and

WHEREAS, the City Council has determined that the proposed revisions to Title 1 are in the best interest of the City and the public health, safety and welfare, by establishing and providing an enforcement system that allows for a combination of criminal and civil enforcement remedies and penalties;

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

Section 1. **Enactment.** Section 1-12-015 of the Farmington City Municipal Code regarding criminal enforcement procedures is hereby enacted to read in its entirety as follows:

1-12-015. Criminal Enforcement Action.

Any criminal enforcement action regarding the violation of this Code shall comply with applicable provisions of the Utah Code of Criminal Procedure, as set forth in Title 77 of the Utah Code, and the Utah Rules of Criminal Procedures, as adopted by the Supreme Court of Utah.

Section 2. **Amendment.** Section 1-12-030 of the Farmington City Municipal Code regarding civil penalties for ordinance violations is hereby amended to read in its entirety as follows:

1-12-030. Civil Penalties.

The City may establish and impose civil penalties for various violations of City Ordinances to the extent permitted by and in accordance with applicable provisions of State law, including, but not limited to *Utah Code Ann.* •• 10-3-703 and -703.7, as amended, and *Utah Code Ann.* • 10-9a-803, as amended. In accordance with such provisions, the City has adopted a civil enforcement program, including civil penalties for Code violations, as more particularly set forth in Title 1, Chapter 15.

Section 3. **Enactment.** Chapter 1-15 of the Farmington Municipal Code regarding civil enforcement procedures and penalties is hereby enacted to read in its entirety as set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

Section 4. **Severability**. If any section, part or provision of this Ordinance is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 5. **Omission Not a Waiver.** The omission to specify or enumerate in this ordinance those provisions of general law applicable to all cities shall not be construed as a waiver of the benefits of any such provisions.

Section 6. **Effective Date.** This Ordinance shall become effective twenty (20) days after publication or posting, or thirty (30) days after passage, whichever occurs first.

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

ATTEST: **FARMINGTON CITY**

_____ By:_____

Margy Lomax, City Recorder Mayor Scott Harbertson

Voting by the City Council:

	■AYE•	■NAY•
Councilmember Bilton	_____	_____
Councilmember Dutson	_____	_____
Councilmember Ritz	_____	_____
Councilmember Talbot	_____	_____
Councilmember Young	_____	_____

EXHIBIT ■A•

CHAPTER 1-15
CIVIL ENFORCEMENT

CHAPTER 1-15. CIVIL ENFORCEMENT.

1-15-010. Purpose.
1-15-020. Scope.
1-15-030. Enforcement Action.
1-15-040. Civil Liability.
1-15-050. Definitions.
1-15-060. Notice Requirements.
1-15-070. Investigation and Inspection.
1-15-080. Notice of Violation.
1-15-090. Warning Period.
1-15-100. Immediate Enforcement.
1-15-110. Civil Citation.
1-15-120. Civil Penalties.
1-15-130. Request for Administrative Hearing.
1-15-140. Scheduling Administrative Hearing.
1-15-150. Administrative Hearing Procedures.
1-15-160. Failure to Attend Administrative Hearing.
1-15-170. Administrative Order.
1-15-180. Appeal of Administrative Hearing Order.
1-15-190. Failure to Comply.
1-15-200. Collection.

1-15-010. Purpose.

The City Council finds that the enforcement of the Farmington City Municipal Code is an important public service and is vital to the protection of the public's health, safety, welfare and quality of life. Pursuant to *Utah Code Ann.* § 10-3-703, the City Council is authorized to impose a minimum criminal or civil penalty for the violation of any municipal ordinance. The City Council finds that it is in the best interest of the City to establish and provide an enforcement system that allows for a combination of criminal and civil enforcement remedies and penalties.

1-15-020. Scope.

The provisions of this Chapter may be applied to any and all violations of the Farmington City Municipal Code, excluding violations of the provisions of Title 13 (Criminal Code) and Title 14 (Traffic Code). The provisions of this Chapter are intended to provide additional remedies for the City to use to achieve compliance with City Ordinances. The remedies, penalties and procedures set forth herein are not intended to limit or waive any right or remedy provided by law. The provisions of this Chapter shall not invalidate any other chapter, section or provision of the Farmington City Municipal Code, but shall be read in conjunction with and in addition to such chapters, sections and provision, as an additional remedy for enforcement of violations.

1-15-030. Enforcement Action.

The City shall have the sole discretion in deciding whether to pursue a criminal or civil enforcement action for the violation of any ordinances or applicable code requirements. The provisions of this Chapter shall not be construed to limit the City's right to prosecute any violation as a criminal offense. In accordance with *Utah Code Ann.* § 10-3-703.7, as amended, the City may not impose a civil penalty for a civil violation that occurs in conjunction with another criminal episode that will be prosecuted in a criminal proceeding.

1-15-040. Civil Liability.

By establishing performance standards or by establishing obligations to act, it is the intent of the City Council that City employees and officers are exercising discretionary authority in pursuit of an essential governmental function and that any such standards or obligations shall not be construed as creating a ministerial duty for purposes of tort liability.

1-15-050. Definitions.

For purposes of this Chapter, the following words shall be defined as set forth herein:

(a) Civil Citation. Civil citation means a citation issued to a responsible person which gives notice of a violation and the civil penalty for such violation.

(b) Enforcement Official. Enforcement official means any person authorized by the City to enforce violations of the Farmington City Municipal Code, including, but not limited to code enforcement officers, zoning officers, police officers, and building inspection officials.

(c) Hearing Officer. Hearing officer shall mean a person appointed, contracted or hired by the City to conduct administrative hearings and to issue administrative orders as provided in this Chapter.

(d) Notice of Violation. Notice of violation means a written notice that informs the responsible person of Code violations and orders certain steps to correct or remedy the violations.

(e) Person. Person means any natural person, firm, joint venture, partnership, association, club, company, corporation, limited liability company, business trust, firm, organization, or any other entity that is recognized by law.

(f) Property Owner. Property owner means the record owner of real property as shown on the records of the Davis County Assessor or Recorder's Office.

(g) Responsible Person. Responsible person means any person(s) who is responsible for causing or maintaining a violation of the Farmington City Municipal Code. The property owner, tenant, person with a legal interest in the property, or person in possession of the real property may be liable for any violation maintained on the property.

1-15-060. Notice Requirements.

Whenever notice is required to be given under this Chapter, the notice shall be served by one of the following methods, unless different provisions are otherwise specifically stated to apply:

(a) Personal service;

(b) Certified mail, return receipt requested, postage prepaid, to the last known address(es) of the responsible person(s);

(c) Posting the notice conspicuously on or in front of the property, if inhabited; if the property is uninhabited, the notice must be personally served, mailed or published as provided herein; or

(d) Published in a newspaper of general circulation when the identity or whereabouts of the person to be served are unknown and cannot be ascertained through reasonable diligence, where service is impracticable under the circumstances, or where there exists good cause to believe the person to be served is avoiding service.

Failure of a responsible person to receive notice shall not affect the validity of any action taken hereunder if notice has been served in the manner set forth above. Service by certified mail shall be deemed served on the date signed for on the return receipt.

1-15-070. Investigation and Inspection.

An enforcement official may investigate any purported violation of City Ordinances and take such action as is warranted under the circumstances in accordance with the provisions and procedures set forth in this Chapter. An enforcement official is authorized to enter upon any property or premises to ascertain whether the provisions of City Ordinances are being obeyed and to make any reasonable examination or survey necessary to determine compliance. This may include the taking of photographs, samples, or other physical evidence. All inspections, entries, examinations and surveys shall be done in a reasonable manner and with prior notice and approval from the property owner. If a property owner or responsible person refuses to allow an enforcement official to enter property, the enforcement official shall obtain a search warrant before entering the property.

1-15-080. Notice of Violation.

If an enforcement official determines that any provision of the Farmington City Municipal Code is being violated or continues to exist and immediate enforcement action is not necessary under the circumstances, the enforcement official shall provide a written notice of violation to the property owner or other responsible person. Such written notice of violation shall indicate the nature of the violation, the action necessary to correct the violation, the warning period established before further enforcement action or penalties, and the potential enforcement action and/or penalties to be imposed for failure to cure the violation within the established warning period. Such notice of violation shall be served in accordance with Section 1-15-060. Such notice of violation shall serve to start the warning period.

1-15-090. Warning Period.

Unless otherwise determined by an enforcement official, in his or her sole discretion in accordance with the provisions of Section 1-15-100, the warning period for correction of violations set forth in the notice of violation shall be ten (10) days from the date of receipt of the notice of violation. If the violation remains uncured after expiration of the warning period, the enforcement official shall pursue further enforcement action as deemed appropriate in accordance with the provisions provided herein. The enforcement official is authorized, in his or her discretion, to extend the warning period if the enforcement official determines that good cause exists for such extended warning period and the extension will not create or perpetuate a situation imminently dangerous to life or property. Any such extension shall require written agreement by the property owner or person responsible for the violation to remedy the violations within a set time frame and to comply with any and all conditions of extension as required by the enforcement official. A request for extension shall be filed in writing by the property owner or person responsible for the violation prior to the expiration of the ten (10) day response period.

1-15-100. Immediate Enforcement.

In the case of a violation involving public safety, continuing construction or development, storm drainage, an emergency situation, multiple or repeated violations, or for any other reason as reasonably determined by the enforcement official, the enforcement official may use the enforcement powers and remedies available to it under this Chapter, including issuance of a civil citation, without prior notice or notice of violation.

1-15-110. Civil Citation.

If any violation remains uncured after issuance of a notice of violation and expiration of the warning period set forth therein, a civil citation may be issued to the property owner or other responsible person for the violation and civil penalties imposed for such violation. The civil citation shall be served in the manner set forth in Section 1-15-060. Each civil citation shall include the date and location of all violations, the Code sections violated, the amount of the civil penalty imposed for each violation, an explanation of how the civil penalty shall be paid, the consequences for failure to pay, an explanation of the right to and the procedures for requesting an administrative hearing, and the signature of the enforcement official issuing the citation.

1-15-120. Civil Penalties.

Civil penalties to be imposed for a civil citation shall be imposed in accordance with the civil penalties fee schedule adopted by the City. Pursuant to *Utah Code Ann.* § 10-3-703, the City Council may prescribe a minimum civil penalty for Code violations by a fine not to exceed the maximum class B misdemeanor fine which is $1,000; provided, that civil penalties for a violation of the land use ordinances of the City shall not exceed the maximum fine for a class C misdeameanor. Civil penalties shall be due and owing to the City within ten (10) days from the date of service. The civil penalty shall be double if paid after ten (10) days but within twenty (20) days of service. The civil penalty shall triple if paid after twenty (20) days but within thirty days of service. After thirty (30) days, unpaid civil penalties shall accrue interest at the rate set forth by the State of Utah for unpaid judgments. Payment of any civil penalty shall not excuse any failure to correct a violation or the reoccurrence of the violation, nor shall it bar further enforcement action by the City. A civil citation and civil penalties may be imposed for each and every day a violation occurs or continues to exist. Additional civil penalties may be imposed for reoccurring offenses on the same property within one year from the imposition of a civil penalty. Civil penalties may not be imposed for a civil violation that occurs in conjunction with another criminal violation as part of a single criminal episode that will be prosecuted in a criminal proceeding. Civil penalties shall be paid to the City Finance Department.

1-15-130. Request for Administrative Hearing.

Any responsible person served with a civil citation shall have the right to request an administrative hearing before a hearing officer by filing a written request for hearing. Such written request for hearing shall be filed with the City Recorder within ten (10) days from the date of service of the civil citation or other specified date set forth therein. Failure to request an administrative hearing as provided herein within ten (10) days from the date of service of the civil citation or other specified time frame shall constitute a waiver of the right to an administrative hearing and the right to an appeal.

1-15-140. Scheduling Administrative Hearing.

Upon receipt of a request for an administrative hearing, the City Manager shall appoint, contract with or hire a hearing officer to hear the matter. As soon as practicable after being appointed, the hearing officer shall schedule a date, time and place for the administrative hearing and shall send written notice of same to the responsible person(s). Notice of the hearing shall be served on the responsible person(s) in accordance with the provisions of Section 1-15-060.

1-15-150. Administrative Hearing Procedures.

Administrative hearings are intended to be informal in nature. Formal rules of evidence and discovery shall not apply; provided, all persons shall be afforded due process of law, including adequate notice, an opportunity to be heard, and adequate explanation of the reasons justifying any action. The City shall bear the burden of proof to establish the existence of a violation of the Code. Such proof shall be established by a

preponderance of the evidence. All administrative hearings shall be open to the public and shall be recorded. The responsible person shall have the right to be represented by an attorney. If an attorney will be representing a responsible person at a hearing, notice of the attorney's name, address and telephone number shall be given to the City at least one (1) day prior to the hearing. If such notice is not given, the hearing may be continued at the City's request, and all costs of the continuance shall be assessed to the responsible person. The burden to prove any raised defenses shall be upon the party raising any such defense.

1-15-160. Failure to Attend Administrative Hearing.

A responsible person who fails to appear at an administrative hearing shall be deemed to have waived the right to such hearing, the adjudication of issues related to the hearing, and the right to appeal, provided that proper notice of the hearing has been given as provided in Section 1-15-060.

1-15-170. Administrative Order.

After holding the administrative hearing, the hearing officer shall issue a written administrative order affirming, rejecting or modifying the civil citation and/or civil penalties. The administrative order shall become final on the date of signing by the hearing officer. The administrative order shall be served on all parties in accordance with the provisions of Section 1-15-060.

1-15-180. Appeal of Administrative Hearing Order.

Any responsible person adversely affected by a final administrative order may file a petition for review in the district court. Any such appeal shall be filed within thirty (30) days after the administrative order is final. In the petition, the plaintiff may only allege that the administrative order was arbitrary, capricious or illegal. The court shall presume the administrative order is valid, review the record to determine whether the order was arbitrary, capricious or illegal, and affirm the order if it is supported by substantial evidence in the record. The record of the proceedings shall be transmitted to the reviewing court. The filing of the petition does not stay execution of an administrative order, unless so ordered by the hearing officer.

1-15-190. Failure to Comply.

It shall be unlawful for a responsible person to fail to comply with any notice of violation, civil citation, or administrative order, or to pay the required civil penalties as imposed hereunder. A violation of this Section shall be a class B misdemeanor.

1-15-200. Collection.

The City may use any lawful means available to collect any unpaid civil penalties imposed under this Chapter, including costs and reasonable attorney's fees.

RESOLUTION NO. _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL APPOINTING CITY INSPECTORS FOR PURPOSES OF ENFORCING THE PROVISIOSN OF TITLE 7, CHAPTER 9, REGARDING THE CLEANING OF REAL PROPERTY

WHEREAS, the City Council has recently adopted amendments to Title 7, Chapter 9, regarding the Cleaning of Real Property; and

WHEREAS, pursuant to the provisions of Section 7-9-016, the City is authorized to appoint various City Inspectors for purposes of enforcing the provisions of Title 7, Chapter 9; and

WHEREAS, the City Council desires to appoint additional City positions to act as City Inspectors under and pursuant to the provisions of Section 7-9-016 as more particularly provided herein;

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

Section 1. Appointment. In addition to those positions listed in Section 7-9-016, the following City positions are hereby appointed to act as authorized City Inspectors for purposes of enforcing the provisions of Title 7, Chapter 9, regarding the Cleaning of Real Property:

Assistant City Planner

Storm Water Official

Building Official

Building Inspectors

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS ____ DAY OF OCTOBER, 2010.

FARMINGTON CITY

ATTEST:

_____

Margy Lomax
City Recorder

By:_____

Scott C. Harbertson
Mayor

03\Res\Appointment of Inspectors

RESOLUTION NO. 2010- _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL ENACTING SECTION G4 TO THE CITY'S CONSOLIDATED FEE SCHEDULE REGARDING FINES RELATED TO CIVIL PENALTIES AS SET FORTH IN 1-15-120 OF THE CITY CODE PERTAINING TO CIVIL ENFORCEMENT.

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 amendment of the consolidated fee schedule is necessary to ensure that fines imposed by the City for civil penalties 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 "OTHER MISCELLANEOUS" is hereby enacted as follows:

G4. **Civil Penalty Fines** ..... $100.00 if paid within ten (10) days of the date of service of the civil citation. The civil penalty shall be double, or $200.00, if paid after ten (10) days but within twenty (20) days of service. The civil penalty shall be triple, or $300.00, if paid after twenty (20) days but within thirty (30) days of service. After thirty (30) days, unpaid civil penalties shall accrue interest at the rate set forth by the State of Utah for unpaid judgements.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, ON THIS 19th DAY OF October, 2010.

FARMINGTON CITY

_____

Mayor Scott Harbertson

ATTEST:

_____

Margy Lomax, City Recorder

Agenda Item 10

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

SUBJECT: Resolution amending City's Development Construction Standards pertaining to the issuance of Excavation Permits

ACTION TO BE CONSIDERED:

Minute motion approving the resolution.

GENERAL INFORMATION:

1. See enclosed resolution.

2. As part of the re-writing of the City's excavation permit process, the City also developed a new application form. There are a number of requirements of people digging in the streets that is listed on the application form. Three of the requirements listed are not listed anywhere in City laws. Hence, the need for this resolution to upgrade the City's Development Construction Standards to make sure the requirements posted on the application form are requirements of law also.

Patches should be ~~smooth~~ level – how frequent beginning & end?

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

RESOLUTION 10-_____

A RESOLUTION AMENDING THE FARMINGTON CITY DEVELOPMENT STANDARDS BY PROVIDING ADDITIONAL AND/OR MODIFICATIONS TO CONSTRUCTION STANDARDS RELATED TO EXCAVATION PERMITS.

WHEREAS, the City Council of Farmington City has previously adopted development standards which were last amended on August 5, 2008; and

WHEREAS, the City Council has determined that it is necessary or desirable to protect and promote the health, safety, and welfare of the citizens of Farmington City to adopt amended development standards; and

WHEREAS, the City Engineer has recommended development standards for the orderly operation and development of the City and the protection of its facilities for the benefit of the residents of the City and the City Council has accepted those recommendations;

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

Section 1. **Amendment.** The City Council of Farmington City hereby amends the Farmington City Development Standards by incorporating and/or modifying standards related to excavation permits regarding trench backfilling, concrete pours asphalt paving, compaction testing, slurry seal, and flowable fill as set in Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 19th day of October, 2010.

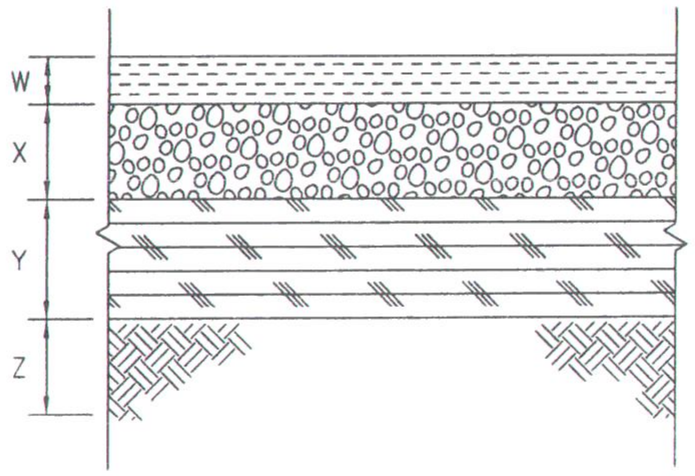
FARMINGTON CITY

_____
Scott C. Harbertson
Mayor

ATTEST:

_____
Margy Lomax, City Recorder

W, X, Y AND Z (VARIES SEE TABLE BELOW)



ASPHALT PAVEMENT SEE NOTE 1

UNTREATED BASE COURSE SEE NOTE 2

GRANULAR BORROW AS REQUIRED FOR GRADING OR AS RECOMMENDED IN THE SOILS REPORT SEE NOTE 3

PROPERLY PREPARED AND GRADED SUBGRADE AS SPECIFIED BY DEVELOPERS' GEOTECHNICAL ENGINEER

MINIMUM PAVEMENT SECTION REQUIREMENTS

STREET CLASSIFICATION	*ASPHALT PAVEMENT THICKNESS*	*UNTREATED BASE COURSE*	*GRANULAR BACKFILL BORROW*	*PROPERLY PREPARED SUBGRADE*
LOCAL 55' RIGHT-OF-WAY	3-INCHES MIN.	12-INCHES MIN.	BASED ON SPECIFIC CONDITIONS	BASED ON SPECIFIC SOILS REPORT
IMPORTANT LOCAL 60' RIGHT-OF-WAY	4-INCHES MIN.	12-INCHES MIN.	BASED ON SPECIFIC CONDITIONS	BASED ON SPECIFIC SOILS REPORT
MINOR COLLECTOR 66' RIGHT-OF-WAY	BASED ON SPECIFIC CONDITIONS (4" MIN.)	BASED ON SPECIFIC CONDITIONS (VARIES 12" MIN.)	BASED ON SPECIFIC CONDITIONS	BASED ON SPECIFIC SOILS REPORT
MAJOR COLLECTOR 80' RIGHT-OF-WAY	BASED ON SPECIFIC CONDITIONS (4" MIN.)	BASED ON SPECIFIC CONDITIONS (VARIES 12" MIN.)	BASED ON SPECIFIC CONDITIONS	BASED ON SPECIFIC SOILS REPORT
MINOR ARTERIAL 100' RIGHT-OF-WAY	BASED ON SPECIFIC CONDITIONS (4" MIN.)	BASED ON SPECIFIC CONDITIONS (VARIES 12" MIN.)	BASED ON SPECIFIC CONDITIONS	BASED ON SPECIFIC SOILS REPORT
MAJOR ARTERIAL 106' RIGHT-OF-WAY	BASED ON SPECIFIC CONDITIONS (4" MIN.)	BASED ON SPECIFIC CONDITIONS (VARIES 12" MIN.)	BASED ON SPECIFIC CONDITIONS	BASED ON SPECIFIC SOILS REPORT

STANDARD ASPHALT PAVEMENT SECTION

PLAN NO. *250 SP*

REVISED 10/15/10

DRAWING 1 OF 1

PAVEMENT SECTION

NOTES:

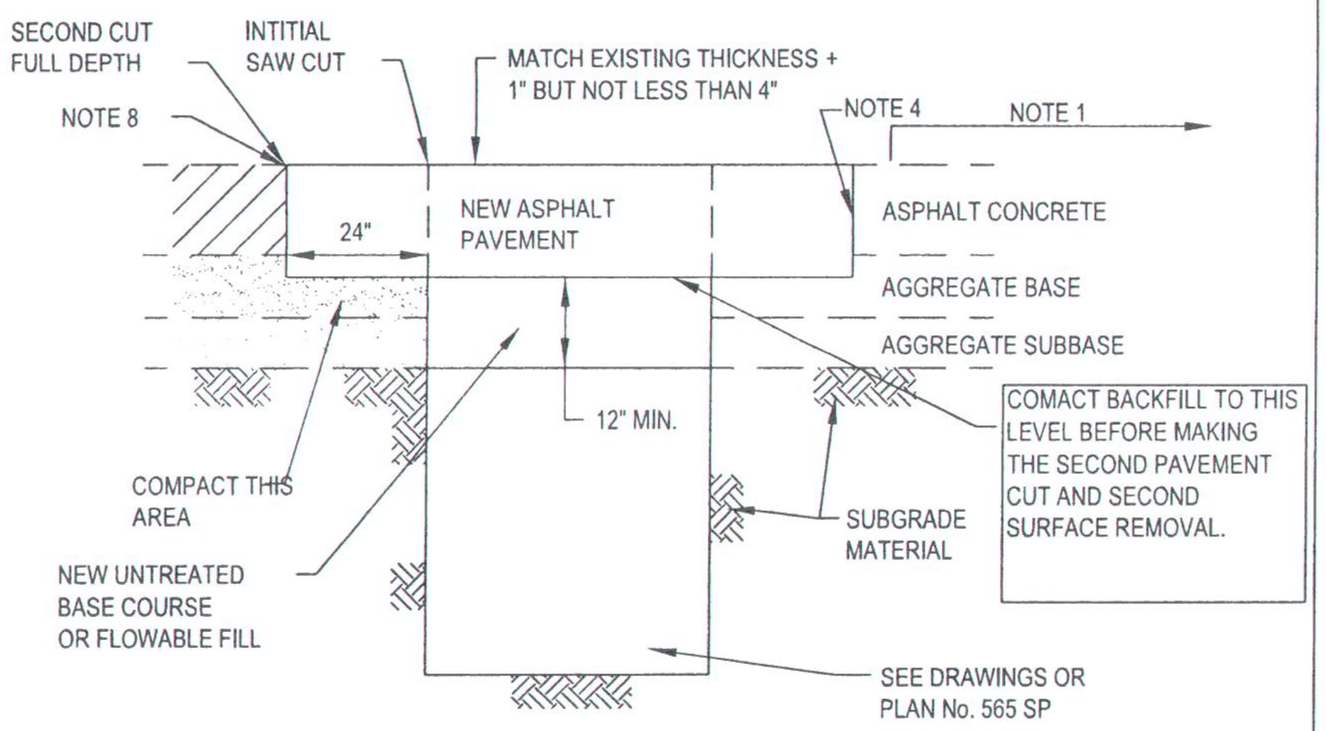
1. ASPHALT PAVEMENT: USE 1/2" ASPHALT CONCRETE SPECIFIED IN APWA SECTION 32 12 05.
   A. INSTALL LIFTS NO GREATER THAN 3-INCHES AND NOT LESS THEN 2-INCHES AS MEASURED AFTER COMPACTION.
   B. COMPACT WITHIN THE RANGE OF 96 TO 98 PERCENT RELATIVE TO THE ASTM D 5581 (MARSHALL METHOD) OR 93 TO 97 PERCENT RELATIVE TO ASTM D 2041 (RICE METHOD).

2. UNTREATED BASE COURSE: PROVIDE MATERIAL SPECIFIC IN APWA SECTION 32 11 23. DO NOT USE GRAVEL OR SEWER ROCK. PLACE PER APWA SECTION 32 05 10. COMPACT PER APWA SECTION 31 23 26 TO A MODIFIED PROCTOR DENSITY OF 95-PERCENT OR GREATER. MAXIMUM LIFT THICKNESS IS 8-INCHES BEFORE COMPACTION.

3. GRANULAR BORROW: USE GRANULAR BORROW SPECIFIED IN APWA SECTION 31 05 13. COMPACT PER APWA SECTION 32 23 26 TO A MODIFIED PROCTOR OF 92-PERCENT OR GREATER.

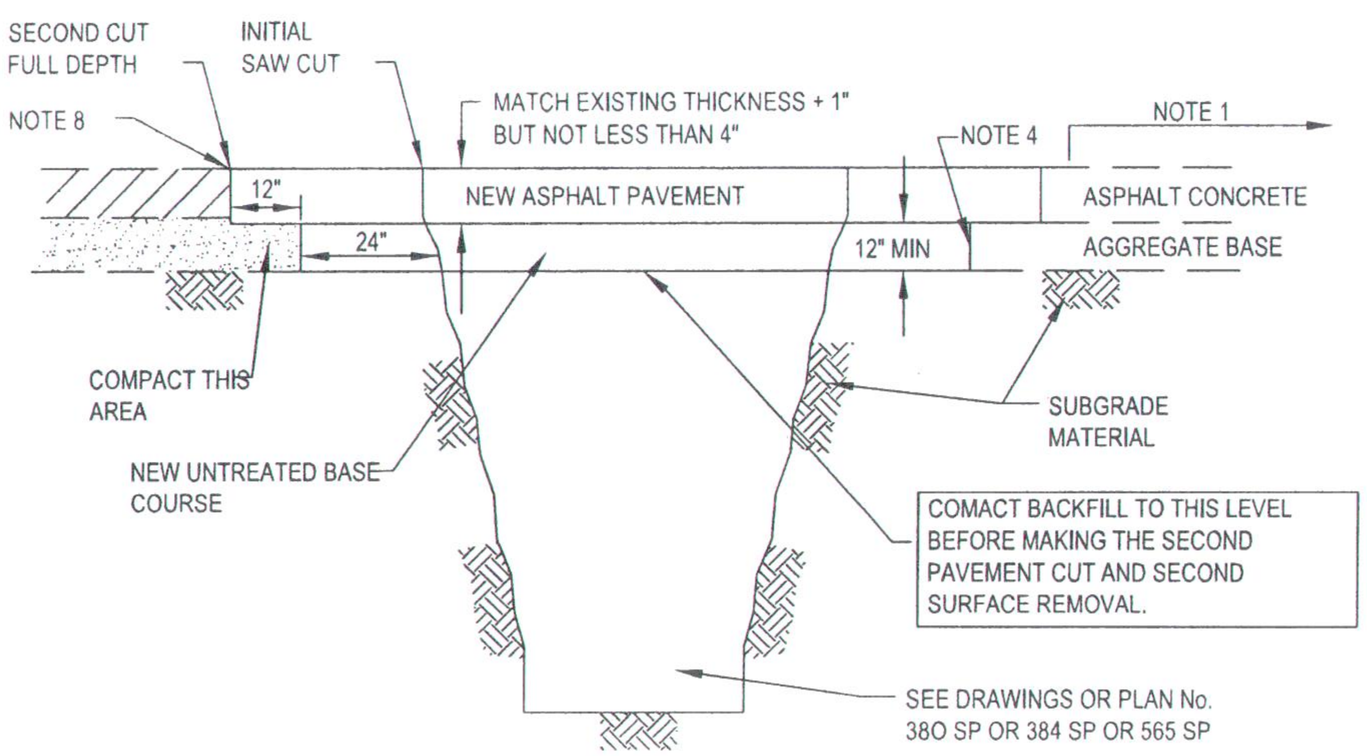
4. DEVELOPER WILL PLACE DEPOSITS WITH THE CITY FOR NEW ROADS TO BE MICROSURFACED (SLURRY SEAL) AND CRACK SEALED, ONE TO TWO YEARS AFTER PAVING, AS DIRECTED BY THE CITY PUBLIC WORKS DIRECTOR.

PLAN NO. *250 SP*



SHALLOW EXCAVATION ASPHALT PAVEMENT

(42" OR LESS FROM PAVEMENT SURFACE TO BOTTOM OF EXCAVATION)



DEEP EXCAVATION ASPHALT PAVEMENT

ASPHALT CONCRETE "T" PATCH

PLAN NO. 255 SP

REVISED 10/15/10

DRAWING 1 OF 2

ASPHALT CONCRETE "T" PATCH

NOTES:

1. ADDITIONAL PAVEMENT REMOVAL: REMOVE ADDITIONAL PAVEMENT TO A PAINTED LANE STRIPE, A LIP OF GUTTER, A CURB, AN EXISTING PAVEMENT PATCH, OR AN EDGE OF THE PAVEMENT IF SUCH STREET FEATURE IS WITH 2-FEET OF THE SECOND SAW-CUT.

2. UNTREATED BASE COURSE: PROVIDE MATERIAL SPECIFIED IN APWA SECTION 32 11 23.
   A. DO NOT USE GRAVEL AS AS SUBSTITUTE FOR UNTREATED BASE COURSE WITHOUT ENGINEER'S PERMISSION
   B. PLACE PER APWA SECTION 32 05 10.
   C. COMPACT PER APWA SECTION 31 23 26 TO A MODIFIED PROCTOR DENSITY OF 95-PERCENT OR GREATER. MAXIMUM LIFT THICKNESS BEFORE COMPACTION IS 8-INCHES WHEN USING RIDING COMPACTION EQUIPMENT OR 6-INCHES WHEN USING HAND HELD COMPACTION EQUIPMENT.

3. FLOWABLE FILL: PROVIDE 28-DAY 60-PSI CONTROLLED LOW STRENGTH MATERIAL AS SPECIFIED IN APWA SECTION 31 05 15. USE FILL MATERIAL WHICH FLOWS EASILY AND VIBRATION IS NOT REQUIRED. CURE TO INITIAL SET BEFORE PLACING NEW UNTREATED BASE COURSE OR NEW ASPHALT PAVEMENT. USE FLOWABLE FILL IN EXCAVATIONS THAT ARE TOO NARROW TO RECEIVE COMPACTION EQUIPMENT, AND AT THE DISCRETION OF THE CITY PUBLIC WORKS DIRECTOR.

4. TACK COAT: APWA SECTION 32 12 14 FULL TACK COAT COVERAGE ON ALL VERTICAL SURFACES. PER APWA 32 12 14

5. ASPHALT PAVEMENT: USE ASPHALT CONCRETE SPECIFIED IN APWA 33 05 25.
   A. INSTALL IN LIFTS NO GREATER THAN 3-INCHES AFTER COMPACTION.
   B. COMPACT TO 94 PERCENT OF ASTM D 2041 (RICE METHOD) PLUS OR MINUS 2 PERCENT.

6. JOINT REPAIR: IF A CRACK OCCURS AT THE "T" PATCH CONNECTION TO EXISTING PAVEMENT OR AT ANY STREET FIXTURE, SEAL THE CRACK PER APWA SECTION 32 01 17.

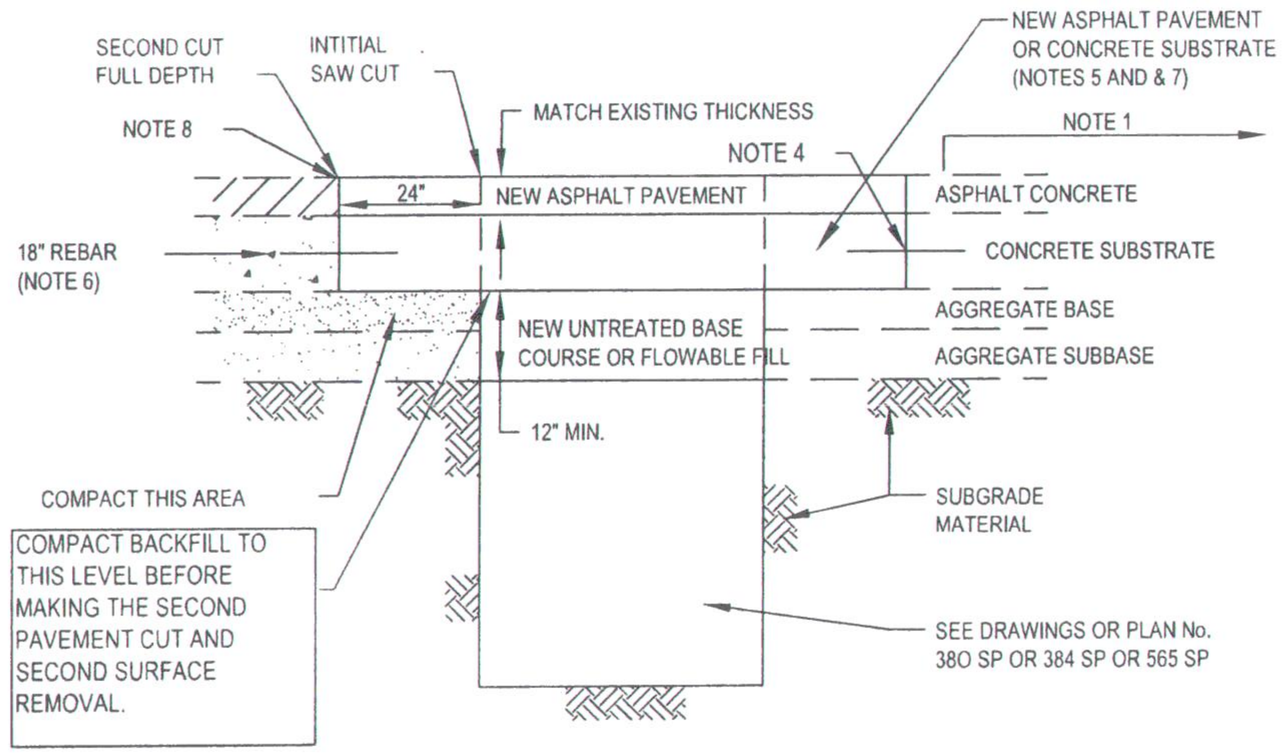
7. PATCH REPAIR: REPAIR THE ASPHALT PAVEMENT PATCH IF ANY OF THE FOLLOWING CONDITIONS WITHIN THE PATCH OCCUR.
   A. PAVEMENT SURFACE DISTORTION EXCEEDS 1/4-INCH DEVIATION IN 10-FEET. REPAIR OPTION: PLANE OFF SURFACE DISTORTIONS. COAT PLANED SURFACES WITH A CATIONIC OR ANIONIC EMULSION THAT COMPLIES WITH APWA SECTION 32 12 03 AND PROVIDE SAND BLOTTER.
   B. CRACKS AT LEAST 1-FOOT LONG AND 1/4-INCH WIDE OCCUR MORE OFTEN THAN 1 IN 10 SQUARE FEET. REPAIR OPTION: CRACK SEAL
   C. ASPHALT RAVELING IS GREATER THAN 1 SQUARE FOOT PER 100 SQUARE FEET. REPAIR OPTION: MILL AND INLAY.

8. PROVIDE ASPHALT OVERLAY ½ ROAD WIDE (AT A MINIMUM) FOR FULL LENGTH OF TRENCH TO ENSURE POSITIVE DRAINAGE OF THE ROAD.

9. PROVIDE AT LEAST 1 WORKING DAY NOTIFICATION TO THE CITY INSPECTOR PRIOR TO TRENCH BACKFILLING, CONCRETE POURS, ASPHALT PAVING OR COMPACTION TESTING. FAILURE TO OBTAIN INSPECTION MAY RESULT IN THE EXCAVATION BEING REOPENED OR WORK REPLACED.

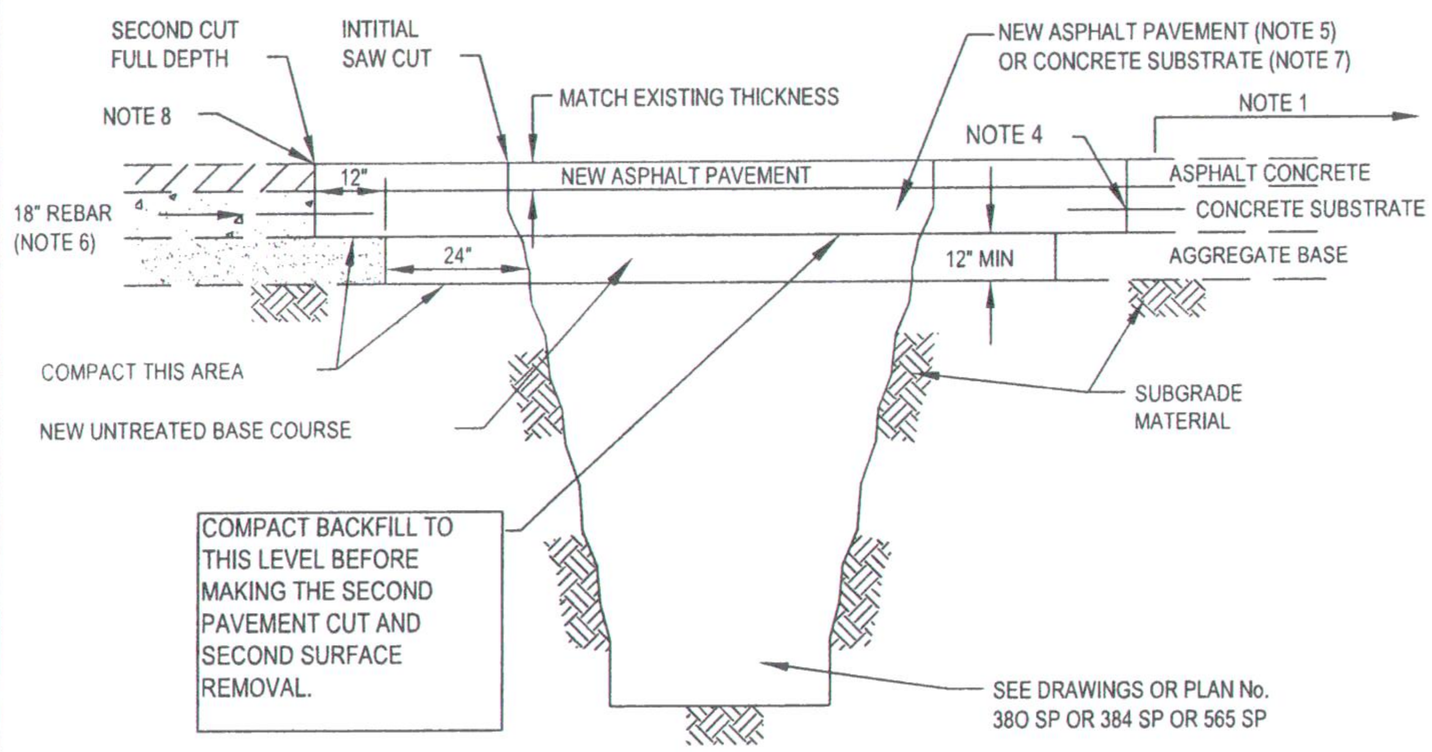
10. PLACE SLURRY SEAL OR MICROSURFACING AS DIRECTED BY THE PUBLIC WORKS DIRECTOR.

PLAN NO. 255 SP



SHALLOW EXCAVATION COMPOSITE PAVEMENT

(42" OR LESS FROM PAVEMENT SURFACE TO BOTTOM OF EXCAVATION)



DEEP EXCAVATION COMPOSITE PAVEMENT

ASPHALT CONCRETE "T" PATCH

PLAN NO. 255 SP

REVISED 10/15/10

DRAWING 2 OF 2

ASPHALT CONCRETE "T" PATCH

NOTES:

1. ADDITIONAL PAVEMENT REMOVAL: REMOVE ADDITIONAL PAVEMENT TO A PAINTED LANE STRIPE, A LIP OF GUTTER, A CURB, AN EXISTING PAVEMENT PATCH, OR AN EDGE OF THE PAVEMENT IF SUCH STREET FEATURE IS WITH 2-FEET OF THE SECOND SAW-CUT.

2. UNTREATED BASE COURSE: PROVIDE MATERIAL SPECIFIED IN APWA SECTION 32 11 23.
   A. DO NOT USE GRAVEL AS AS SUBSTITUTE FOR UNTREATED BASE COURSE WITHOUT ENGINEER'S PERMISSION
   B. PLACE PER APWA SECTION 32 05 10.
   C. COMPACT PER APWA SECTION 31 23 26 TO A MODIFIED PROCTOR DENSITY OF 95-PERCENT OR GREATER. MAXIMUM LIFT THICKNESS BEFORE COMPACTION IS 8-INCHES WHEN USING RIDING COMPACTION EQUIPMENT OR 6-INCHES WHEN USING HAND HELD COMPACTION EQUIPMENT.

3. FLOWABLE FILL: PROVIDE 28-DAY 60-PSI CONTROLLED LOW STRENGTH MATERIAL AS SPECIFIED IN APWA SECTION 31 05 15. USE FILL MATERIAL WHICH FLOWS EASILY AND VIBRATION IS NOT REQUIRED. CURE TO INITIAL SET BEFORE PLACING NEW UNTREATED BASE COURSE OR NEW ASPHALT PAVEMENT. USE FLOWABLE FILL IN EXCAVATIONS THAT ARE TOO NARROW TO RECEIVE COMPACTION EQUIPMENT, AND AT THE DISCRETION OF THE CITY PUBLIC WORKS DIRECTOR.

4. TACK COAT: APWA SECTION 32 12 14 FULL TACK COAT COVERAGE ON ALL VERTICAL SURFACES.

5. ASPHALT PAVEMENT: USE ASPHALT CONCRETE SPECIFIED IN APWA 33 05 25.
   A. INSTALL IN LIFTS NO GREATER THAN 3-INCHES AFTER COMPACTION.
   B. COMPACT TO 94 PERCENT OF ASTM D 2041 (RICE METHOD) PLUS OR MINUS 2 PERCENT.

6. REINFORCEMENT: ASTM A 615, GRADE 60, NO, 5 GALVANIZED OR EPOXY COATED DEFORMED STEEL 12-INCHES ON CENTER.
   A. REQUIRED IF EXISTING CONCRETE THICKNESS IS 6-INCHES OR GREATER
   B. NOT REQUIRED IF (1) EXISTING CONCRETE IS LESS THAN 6" THICK, (2) EXISTING CONCRETE IS DETERIORATING, (3) EXCAVATION IS LESS THAN 3 SQUARE FEE, (4) ASPHALT PAVEMENT IS SUBSTITUTED FOR CONCRETE SUBSTRATE.

7. JOINT REPAIR: IF A CRACK OCCURS AT THE "T" PATCH CONNECTION TO EXISTING PAVEMENT OR AT ANY STREET FIXTURE, SEAL THE CRACK PER APWA SECTION 32 01 17.

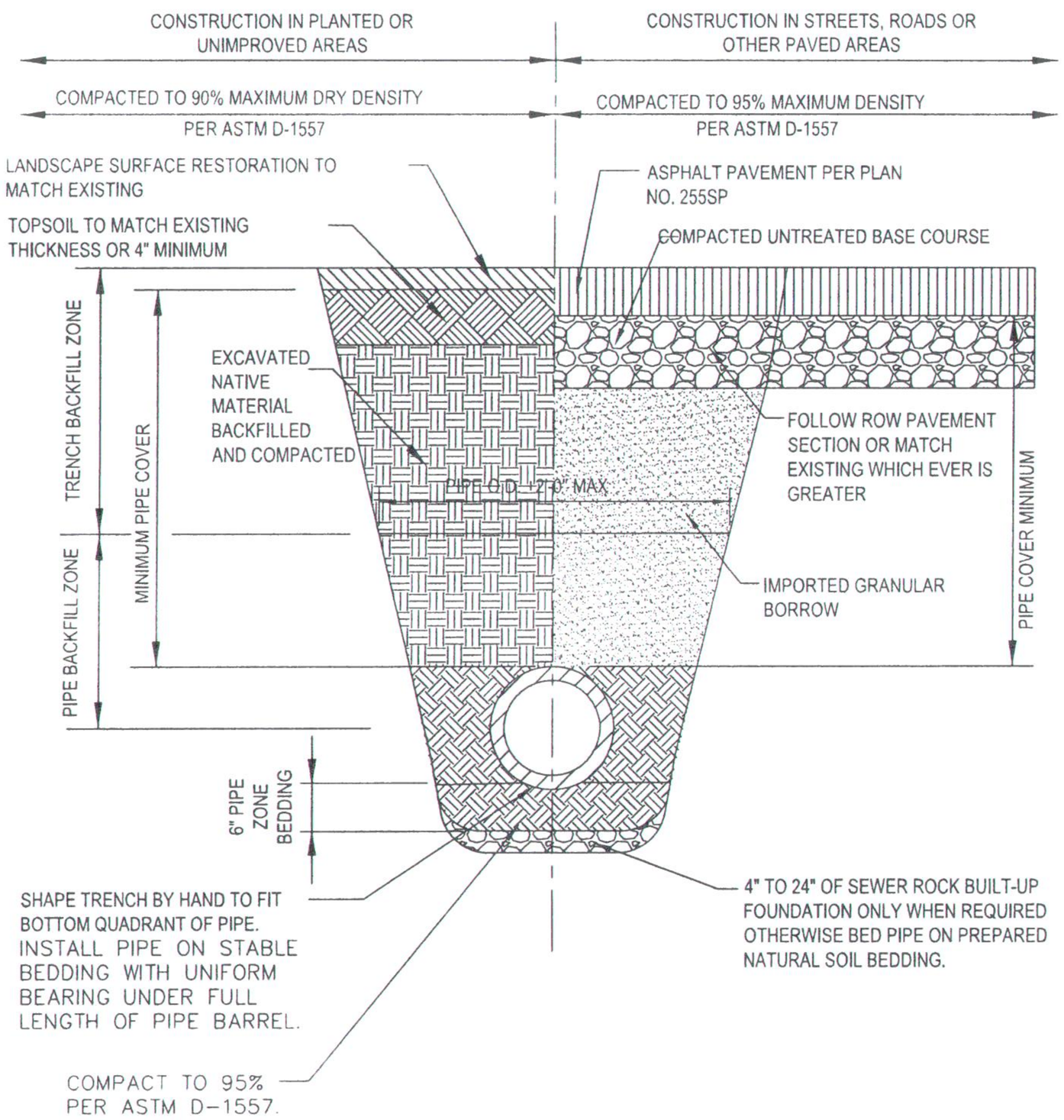
8. PATCH REPAIR: REPAIR THE ASPHALT PAVEMENT PATCH IF ANY OF THE FOLLOWING CONDITIONS WITHIN THE PATCH OCCUR.
   A. PAVEMENT SURFACE DISTORTION EXCEEDS 1/4-INCH DEVIATION IN 10-FEET. REPAIR OPTION: PLANE OFF SURFACE DISTORTIONS. COAT PLANED SURFACES WITH A CATIONIC OR ANIONIC EMULSION THAT COMPLIES WITH APWA SECTION 32 12 03 AND PROVIDE SAND BLOTTER.
   B. CRACKS AT LEAST 1-FOOT LONG AND 1/4-INCH WIDE OCCUR MORE OFTEN THAN 1 IN 10 SQUARE FEET. REPAIR OPTION: CRACK SEAL
   C. ASPHALT RAVELING IS GREATER THAN 1 SQUARE FOOT PER 100 SQUARE FEET. REPAIR OPTION: MILL AND INLAY.

9. PROVIDE ASPHALT OVERLAY ½ ROAD WIDE (AT A MINIMUM) FOR FULL LENGTH OF TRENCH TO ENSURE POSITIVE DRAINAGE OF THE ROAD.

10. PROVIDE AT LEAST 1 WORKING DAY NOTIFICATION TO THE CITY INSPECTOR PRIOR TO TRENCH BACKFILLING, CONCRETE POURS, ASPHALT PAVING OR COMPACTION TESTING. FAILURE TO OBTAIN INSPECTION MAY RESULT IN THE EXCAVATION BEING REOPENED OR WORK REPLACED.

11. PLACE SLURRY SEAL OR MICROSURFACING AS DIRECTED BY PUBLIC WORKS DIRECTOR.

PLAN NO. 255 SP



MINIMUM PIPE COVER FOR PVC, CMP, AND ADS PIPE IS 2'. MINIMUM PIPE COVER FOR RCP CLASS III OR V IS 1'.

STORM DRAIN TRENCH SECTION

PLAN NO. *380 SP*

REVISED 10/15/10

DRAWING 1 OF 1

STORM DRAIN TRENCH SECTION

NOTES:

1. BACKFILL: LIMIT MAXIMUM PARTICLE SIZE IN TRENCH BACKFILL TO 6-INCHES.
   A. BACKFILL MATERIAL. PLACE BACKFILL PER APWA SECTION 33 05 20. COMPACT PER APWA SECTION 31 23 26 TO A MODIFIED PROCTOR DENSITY OF 95-PERCENT OR GREATER. MAXIMUM LIFT THICKNESS IS 8-INCHES BEFORE COMPACTION.
   B. QUALITY CONTROL COMPACTION TEST RESULT DATA SHALL BE SUBMITTED TO CITY.

2. LANDSCAPE RESTORATION: PROVIDE LANDSCAPED SURFACES WITH TOPSOIL. RAKE TO MATCH EXISTING GRADE. REPLACE VEGETATION TO MATCH PRE-CONSTRUCTION CONDITIONS. SEE APWA SECTION 32 92 00 OR 32 93 13 REQUIREMENTS.

3. PAVEMENT RESTORATION: DO NOT INSTALL ASPHALT OR CONCRETE SURFACING UNTIL TRENCH COMPACTION IS ACCEPTED BY CITY.

4. PIPE LOCATION: INSTALL PIPE IN CENTER OF TRENCH NO CLOSER THAN 6-INCHES FROM WALL OF PIPE TO WALL OF TRENCH.

5. TRENCH IS TO MEET OR EXCEED OSHA STANDARDS.

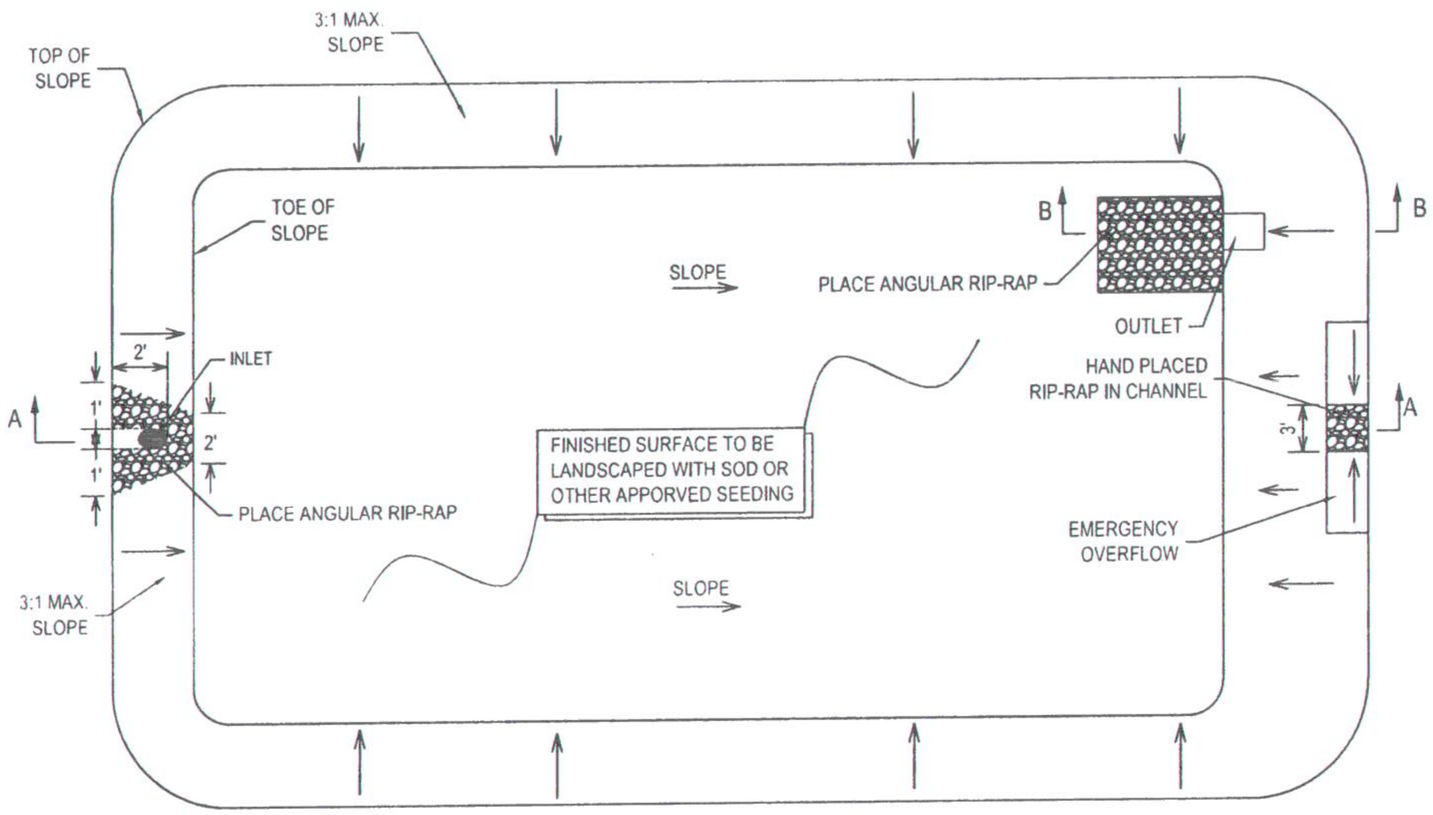
6. FOLLOW PIPE MANUFACTURERS RECOMMENDATIONS FOR INSTALLATION IF MORE STRINGENT.

7. ALL STORM DRAIN LINES ARE TO BE TV INSPECTED, SUBMIT TAPE TO PUBLIC WORKS FOR REVIEW. PRIOR TO TVING THE LINE, THE PIPE IS TO BE CLEANED AND FLUSHED. PAVEMENT IS NOT TO BE PLACED UNTIL PUBLIC WORKS HAS REVIEWED AND APPROVED OF THE LINE.

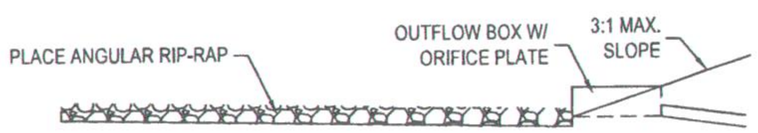
8. MINIMUM STORM DRAIN SIZE IS 15".

9. MINIMUM SLOPE FOR ALL STORM DRAIN IS 0.40%.

PLAN NO. *380 SP*



CROSS SECTION A-A



CROSS SECTION B-B

DETENTION BASIN

PLAN NO. 391 SP

DRAWING 1 OF 1

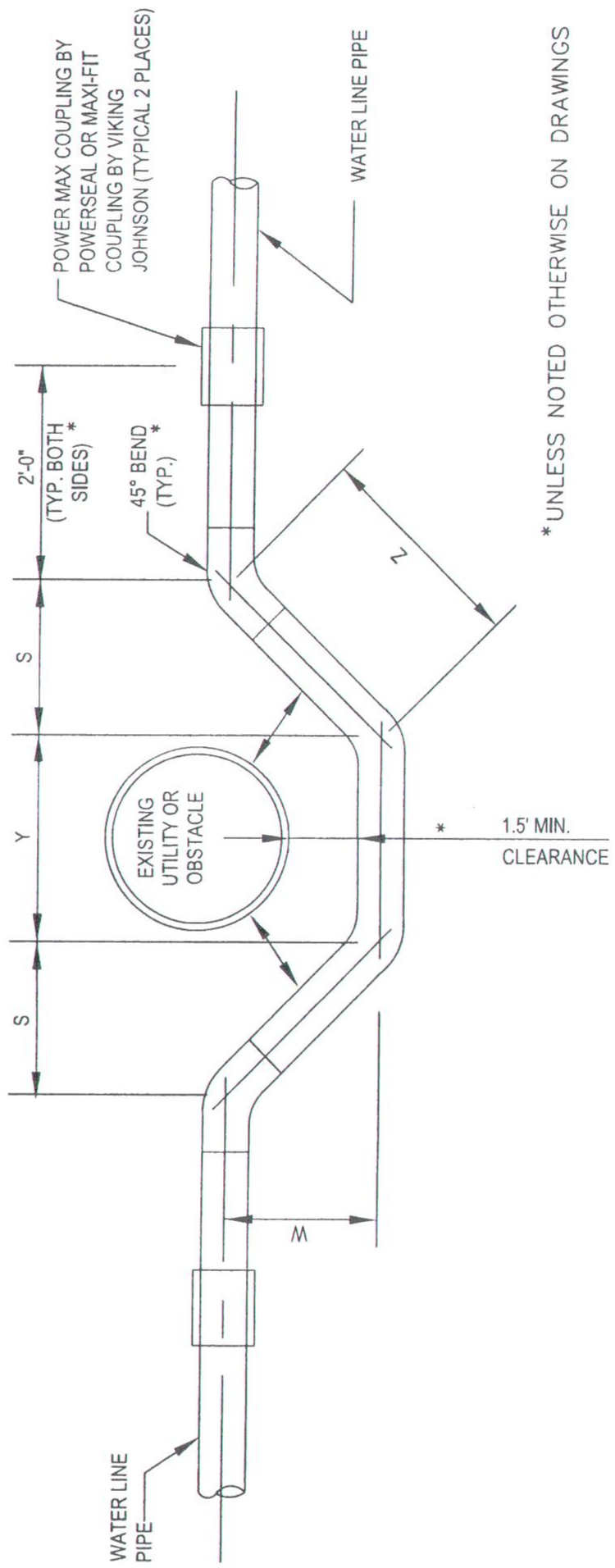
REVISED 10/15/10

DETENTION BASIN

NOTES:

1. SUBMIT FOR APPROVAL A LANDSCAPING PLAN FOR DETENTION BASIN FOR REVIEW AND APPROVAL BY CITY.
2. DETENTION BASIN IS TO BE SIZED FOR THE 100-YR STORM.
3. SUBMIT AN OWNERSHIP AND MAINTENANCE PLAN FOR REVIEW AND APPROVAL. ENTER INTO ANY NECESSARY AGREEMENTS FOR SUCH AS DIRECTED BY CITY.

PLAN NO. 391 SP



*UNLESS NOTED OTHERWISE ON DRAWINGS

PREFABRICATED STEEL LOOP

PLAN NO. 542 SP
DRAWING 1 OF 1

REVISED 10/15/10

PREFABRICATED STEEL LOOP

NOTES:

NOTE 1: LINING AND COATING SPECIFICATIONS FOR UNDERGROUND PIPING

ALL FABRICATED STEEL PIPING SHALL BE SANDBLASTED TO "NEAR WHITE" (SSPC-SP10). EACH SECTION OF PIPE AND OR FITTINGS SHALL BE PRIMED BY THE SPRAYING METHOD WITH TNEMEC SERIES FC-20 POTA POX (FAST CURE) EPOXY-POLYAMIDE 20-1255 BEIGE PRIMER. THIS SHALL BE 7.0 MILS WET AND 4.0 MILS AFTER DRYING. THE MINIMUM DRYING TIME SHALL BE 3 HOURS AT 77 DEGREES F. OR 12 HOURS AT 50 DEGREES F. BEFORE INTERMEDIATE COATS ARE APPLIED. PROPER CURING WILL NOT OCCUR UNDER 35 DEGREES F.

INTERMEDIATE AND TOPCOAT SHALL BE TNEMEC SERIES FC-20 POTA POX (FAST CURE) EPOXY POLYAMIDE 20-AA83 TANK WHITE APPLIED BY THE SPRAYING METHOD. EACH COAT SHALL BE 9.0 MILS WET AND 5.0 MILS DRY PER COAT. THE MINIMUM DRY TIME SHALL BE 3 HOURS AT 77 DEGREES F. OR 12 HOURS AT 50 DEGREES F. BEFORE FINISH COAT IS APPLIED. PROPER CURING WILL NOT UNDER 35 DEGREES F.

TOTAL DRY FILM THICKNESS SHALL BE 14.0 MILS (MINIMUM).

ALL WELDED JOINTS OR OTHER REPAIRS SHALL BE MADE IN THE DAME MANNER AS LISTED ABOVE.

ALL UNDERGROUND LOOPS, SPOOLS, AND FABRICATED PIPING SHALL BE DOUBLE TAPE WRAPPED AFTER THE ABOVE COATINGS, WITH POLYKEN 934-35 PIPE WRAP OR EQUAL.

ALL TNEMEC PRODUCTS LISTED ABOVE ARE LISTED BY THE STATE OF UTAH, BOARD OF HEALTH, NSF AND CONFORMS TO AWWA 1DO1 INSIDE SYSTEM NO. 1.

2. ALL WELDING IS TO BE FULL PENETRATION BUTT WELDS PER AWWA C-200 OR C-206.
3. BACK FILL AND COMPACT TRENCH TO SPECIFIED COMPACTION PRIOR TO SUPPLYING TEST PRESSURE AT WATER LINE LOOPS.
4. INSPECTION: PRIOR TO BACKFILLING TRENCH EXCAVATION, SECURE INSPECTION OF INSTALLATION BY ENGINEER.
5. BACKFILL: PROVIDE AND PLACE PER APWA SECTION 33 05 20. COMPACT PER APWA SECTION 31 23 26 TO A MODIFIED PROCTOR DENSITY OF 95-PERCENT OR GREATER. MAXIMUM LIFT THICKNESS IS 8-INCHES BEFORE COMPACTION.
6. GREASE: APPLY POLY-FM GREASE TO ALL BURIED METAL SURFACES. WRAP WITH 8-MILLIMETER THICK POLYETHYLENE SHEET AND TAPE WRAP.
7. O.D. OF STEEL LOOP TO MATCH O.D. OF CONNECTING WATER LINE PIPE.
8. ALL STEEL LOOPS WITH A "Y" DIMENSION OF 10' OR GREATER SHALL REQUIRE UPLIFT AND DOWN THRUST BLOCKS.

PLAN NO. 542 SP

Agenda Item 11

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

S U B J E C T: Review of Verizon Agreement

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

1. See enclosed Verizon agreement.

2. This agreement was previously given to Council Members a few months ago. The City Attorney has reviewed the original request for the agreement and has made a number of changes. The agreement should be considered as a first reading.

3. It is an option and land lease agreement to be exercised only when and if the approval to locate a cell tower behind the police station were given. However, the application for the option and land lease agreement allows the City to recoup some of its costs for previously spent dollars in revamping the actual lease agreement.

4. It is requested that members of the Governing Body review the agreement and provide comments to the City Manager so that he can get back with the City Attorney to respond to the same.

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: Lisa Romney [lromney@mhlaw.net]
Sent: Friday, October 01, 2010 2:35 PM
To: mforbush@farmington.utah.gov
Subject: Verizon Agreement

Max, here are my redline comments and changes regarding the Verizon Option and Land Lease Agreement. Please review these redlines and let me know if we are getting closer to an agreement the City would sign. I have reduced the City's obligations throughout the document. The key points will be rent, term and premises obligations of Verizon. Please read these sections carefully. The insurance and indemnification provisions set forth in Section 9 need to be reviewed and revised with input from your insurance carrier. I want to make sure this deal is moving forward before we spend more time on these provisions. If so, let me know and I will make further suggested changes to Section 9. I am not sure what City approvals are required for this project. You mentioned that the Planning Commission must approve the project before you sign the lease. See what I have suggested on this point in Section 8 regarding governmental approvals. I give them 2 years to get PC approval, during which time they must pay rent if the option has been executed. They can certainly get PC approval during the option period to make this simple. Let me know what you think about the edits and we can get a redline version to Verizon after that. Thanks, Lisa

Lisa G. Romney
Mazuran & Hayes, P.C.
2118 East 3900 South, Suite 300
Salt Lake City, UT 84124
(801) 272-8998
(801) 272-1551 (Fax)

60' requirement

OPTION AND LAND LEASE AGREEMENT

This Option and Land Lease Agreement ("Agreement") is made this _____ day of _____, 20_____, between Farmington City, a Municipal Corporation, with its principal offices located at 160 South Main Street, Farmington, Utah 84025, hereinafter designated LESSOR, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

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RECITALS:

LESSOR is the owner of that certain real property located at 286 South 200 East, Farmington, County of Davis, State of Utah, 84025 (the entirety of LESSOR's property is referred to hereinafter as the "Property"); and

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LESSEE desires to obtain an option to lease a portion of said Property, being described as a 40' by 35' parcel containing 1,400 square feet (the "Land Space"), together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a fifteen (15') foot wide right-of-way extending from the nearest public right-of-way, 200 East, to the Land Space (the "Rights of Way"), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or within the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being more particularly described in Exhibit "A" attached hereto and made a part hereof; and

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LESSOR is willing to grant LESSEE an option to lease a portion of the Property and the right to lease the Premises subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

OPTION AGREEMENT

A. OPTION. For the sum of Three Thousand and No/100 Dollars ($3,000.00), to be paid by LESSEE to the LESSOR, the LESSOR hereby agrees to grant to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE upon receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Land Lease Agreement below. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein,

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LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

B. TERM OF OPTION; EXTENSION. The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of Three Thousand and No/100 Dollars ($3,000.00) to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Land Lease Agreement below.

C. NOTICE OF SUBDIVISION OR SALE. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide or sell the Property, LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

D. LIMITATION ON ASSIGNMENT. This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives all or majority interest in the communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE shall immediately notify LESSOR in writing of any proposed sale, assignment or transfer of this Agreement to any other party or entity of interest.

E. FAILURE TO EXERCISE OPTION. Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and any extensions, and no additional money shall be payable by either Party to the other.

F. TEMPORARY ACCESS. The LESSOR shall permit LESSEE, during the option period, temporary ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE. Such temporary access shall be limited to reasonable hours of operation and shall not interfere with LESSOR's use of the

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Premises or its Property. LESSEE shall be required to restore the Premises and Property to as good a condition as existed prior to LESSEE's activities during temporary access.

G. MEMORANDUM OF OPTION. LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

H. COSTS. In addition to the option payment set forth in Paragraph A, LESSEE shall pay to LESSOR a one-time payment of $3,000.00 as reimbursement for legal fees, engineering and survey costs incurred by LESSOR in conjunction with the negotiation and preparation of this Agreement, such payment to be made upon execution of the Option and Land Lease Agreement. I. EXERCISING THE OPTION. Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect:

LAND LEASE AGREEMENT

This Land Lease Agreement is made this _____ day of _____, 20_____, between Farmington City, a Municipal Corporation, with its mailing address located at 160 South Main Street, Farmington, Utah, 84025, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE, for the purpose of constructing, maintaining, repairing, and operating a communications facility, a portion of that certain parcel of property located at 286 South 200 East, Farmington, County of Davis, State of Utah (the entirety of LESSOR's property is referred to hereinafter as the "Property"), being described as a 40' by 35' parcel containing 1,400 square feet (the "Land Space"), together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a fifteen (15') foot wide right-of-way extending from the nearest public right-of-way, 200 East, to the Land Space (the "Rights of Way"), for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on Exhibit "A" attached hereto and made a part hereof.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

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In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.¶

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3. COSTS. LESSEE shall be responsible for all costs LESSEE incurs in constructing its communication facilities or otherwise implementing any of the provisions set forth in this Agreement.

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4. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Eighteen Thousand and No/100 Dollars ($18,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 21 below. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective.

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Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose.

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b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, for any party to whom rental payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 21.

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Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless either party terminates it at the end of the then current term by giving the other party written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Each Term shall be on the same terms and conditions as set

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forth herein, except that Rent shall be increased by ten (10%) of the Rent paid over the preceding Term.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions on a year-to-year basis until terminated by either Party giving to the other written notice of its intention to so terminate at least thirty (30) days in advance. Each term shall be on the same terms and conditions as the preceding term, except that Rent shall be increased by five (5) percent (5%) of the Rent paid over the preceding year. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSOR shall pay when due all real property taxes for the Property, including the Premises. In the event that LESSOR fails to pay any such real property taxes or other fees and assessments, LESSEE shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, LESSEE shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the LESSEE's improvements on the Premises, for so long as this Lease has not expired of its own terms or is not terminated by either Party. LESSOR hereby grants to LESSEE the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of LESSOR and/or LESSEE, any personal property or real property tax assessments that may affect LESSEE. If LESSOR receives notice of any personal property or real property tax assessment against the LESSOR, which may affect LESSEE and is directly attributable to LESSEE's installation, LESSOR shall provide timely notice of the assessment to LESSEE sufficient to allow LESSEE to consent to or challenge such assessment.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. In no event shall any above-ground facilities on the Premises exceed sixty feet (60'), unless otherwise expressly approved in writing by LESSOR. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSEE shall be required to obtain all approvals required under applicable Farmington City Ordinances, including Planning Commission approval of the site and use. In the event that Planning

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Commission approval, or other required Governmental Approvals, are not obtained by LESSEE within two (2) years from the Commencement Date of this Lease Agreement, then this Lease Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination as provided herein, LESSEE shall be obligated to pay LESSOR all of the Rent then due and owing up to the date of termination.

Deleted: LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE reasonably determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective ninety (90) days after the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. After the termination date, LESSEE shall have no further obligations for the payment of rent to LESSOR, but all rents due prior to such termination date shall be retained by LESSOR. Upon termination pursuant to the foregoing provisions, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder.

9. INSURANCE AND SUBROGATION AND INDEMNIFICATION.

[This Section to be reviewed and revised by City Insurance Provider.]

(a) LESSEE shall provide Commercial General Liability Insurance with combined single limits of at least 2,000,000 covering bodily injury and property damage and shall name LESSOR, and LESSORS officials and employees as additional insureds. LESSEE may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance LESSEE may maintain.

(b) LESSOR and LESSEE hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither Party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first Party property insurance policies, LESSOR and LESSEE each agree to indemnify and hold harmless the other Party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying Party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying Party, or (b) a breach of any obligation of the indemnifying Party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified Party or anyone claiming through the indemnified Party. The indemnifying Party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other Party and (ii) the indemnified Party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. LESSEE shall not be responsible to LESSOR, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

Deleted: . 10. . ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

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11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which

existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 32 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the earlier of ninety (90) days from the termination of this Agreement or the completion of the removal of the building, antenna structure, fixtures and all personal property. LESSEE's presence on the Premises after such time shall constitute a holdover tenancy as described in Section 13. LESSEE agrees to indemnity LESSOR against all third party claims stemming from LESSEE's removal of facilities from the Property.

13. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 12 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 12 and this Paragraph 13, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 12 shall be equal to two hundred percent (200%) of the rent applicable during the month immediately preceding such expiration or earlier termination, in addition to all other remedies provided by law for LESSEE's holdover.

16. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

17. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no impediments of title on the

Deleted: LESSOR agrees that LESSOR and/or any other tenants of the Propert who currently have or in the future ta possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

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Deleted: 14. . RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fa to meet such bona fide offer within th (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate ... [1]

Deleted: 15. . RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a ... [2]

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Property, and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

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18. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

Deleted: or in a written acknowledgment in the case provided in Paragraph 4

19. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

20. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises upon obtaining the written consent of the LESSOR. Any approved sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. LESSEE shall immediately notify LESSOR in writing of any proposed sale, assignment or transfer of this Agreement to any other party or entity of interest.

Deleted: , which such consent will not be unreasonably withheld, delayed or conditioned

Deleted: , such consent not to be unreasonably withheld, conditioned or delayed

21. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Farmington City
160 South Main Street
Farmington, Utah 84025
Telephone: (801) 451-5453

Deleted: 130 North

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LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

24. RECORDING. The Parties agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments. LESSEE agrees and covenants to release the recorded Memorandum of Agreement upon the expiration or termination of this Agreement.

25. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days, not to exceed forty-five (45) days, if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion within said forty-five (45) days. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. It shall be a default under this Agreement if LESSEE fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSEE if the failure to perform such an obligation interferes with LESSOR's ability to conduct its business on the Property; provided, however, that if the nature of LESSEE's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion within at least fifteen (15) days.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written

Deleted: 23. . SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in a form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as this Agreement is in force and LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or ... [3]

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notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days, not to exceed forty-five (45) days, if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion within said forty-five (45) days. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. It shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion within at least fifteen (15) days.

26. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, that each Party shall use reasonable efforts to mitigate its damages in connection with a default by the other Party. If the non-defaulting Party performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by non-defaulting Party shall immediately be owing by the defaulting Party and the defaulting Party shall pay to the non-defaulting Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws.

27. ENVIRONMENTAL LAWS. LESSOR represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. LESSOR and LESSEE shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. LESSOR shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused by LESSEE or resulting from LESSEE's activities on the Property or Premises, that have occurred or which may occur on the Property or the Premises. LESSEE shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance caused by LESSEE's activities on the Property or

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Premises. Each Party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property or the Premises. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section shall survive the termination or expiration of this Lease.

30. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

31. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, at LESSEE's sole cost and expense, maintain the Premises and its facilities thereon in compliance with all applicable Laws, and in respect to the condition of the Premises, comply with (a) all Laws relating to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

32. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

Deleted: LESSOR agrees to defend, indemnify and hold LESSEE harmless from Claims resulting from Actions on the Property not caused by LESSEE prior to and during the Initial Term and any Renewal Term of this Lease.

Deleted: 28. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following the same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

Deleted: 29. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's reasonable discretion, is unable to use the Premises for the purposes intended hereunder, or if such ... [4]

Deleted: and at LESSEE's sole cost and expense

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33. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: **Farmington City,**
a Municipal Corporation

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: **Verizon Wireless (VAW) LLC**
d/b/a Verizon Wireless

By: _____
Name: Walter L. Jones, Jr.
Title: Area Vice President Network
Date: _____

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Deleted: 9/21/2010

LESSOR ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the _____ of Farmington City, a Municipal Corporation, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

_____
NOTARY PUBLIC in and for the State of ____,
residing at _____
My appointment expires _____
Print Name _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____ before me, _____, Notary Public, personally appeared Walter L. Jones, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal Above

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EXHIBIT "A"
1 of 3
LEGAL DESCRIPTION

Beginning at a point on the West side of the State Highway 330.7 feet South of the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, and running thence West 345 feet, thence South 140 feet, thence South 70°55' East 214 feet, thence East 142.5 feet to the West side of said Highway, thence North along the West side of said Highway 210 feet, more or less, to the point of beginning.

ALSO: Beginning at a point on the West side of Utah State Highway 91 at a point 540.7 feet South from the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, in Davis County Utah, thence West 142.5 feet, thence North 70°55' West 214 feet, thence North 140 feet, thence West 116 feet, thence South 91 feet, thence South 67°05'04" West 675.39 feet (South 66°10' West 677 feet deed) along the general course of the old creek bed and willow hedge, thence South 4°30' East 62.6 feet, thence East 1077.88 feet to the West side of said State Highway, thence North 206.3 feet along the West side of said State Highway to the point of beginning.

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EXHIBIT "A"
2 of 3
DESCRIPTION OF PREMISES

VERIZON WIRELESS LEASE SITE DESCRIPTION:
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 09°35'34" WEST 1800.04 FEET FROM THE CENTERLINE MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 200 EAST (STATE HIGHWAY 106), BASIS OF BEARING BEING MEASURED BETWEEN THE AFOREMENTIONED MONUMENT AND THE MONUMENT LOCATED AT THE INTERSECTION OF 100 NORTH AND 100 EAST STREETS WITH A MEASURED BEARING OF SOUTH 45°19'30" EAST 854.15 FEET, AND RUNNING THENCE SOUTH 18°09'42" WEST 25.67 FEET; THENCE NORTH 71°50'18" WEST 32.00 FEET; THENCE NORTH 18°09'42" EAST 15.75 FEET; THENCE SOUTH 71°50'18" EAST 15.00 FEET; THENCE NORTH 18°09'42" EAST 9.92 FEET; THENCE SOUTH 71°50'18" EAST 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 673 SQ. FT. OR 0.015 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS ACCESS EASEMENT DESCRIPTION:
A 12 FOOT WIDE ACCESS EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT LOCATED SOUTH 10°21'39" WEST 1806.59 FEET FROM THE CENTERLINE MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 200 EAST (STATE HIGHWAY 106), BASIS OF BEARING BEING MEASURED BETWEEN THE AFOREMENTIONED MONUMENT AND THE MONUMENT LOCATED AT THE INTERSECTION OF 100 NORTH AND 100 EAST STREETS WITH A MEASURED BEARING OF SOUTH 45°19'30" EAST 854.15 FEET, AND RUNNING THENCE NORTH 18°09'42" EAST 24.53 FEET; THENCE SOUTH 71°50'18" EAST 68.99 FEET; THENCE SOUTH 40°37'56" EAST 60.99 FEET; THENCE SOUTH 83°58'43" EAST 48.58 FEET; THENCE SOUTH 87°24'54" EAST 113.00 FEET, MORE OR LESS TO EAST LINE OF PARCEL 07-034-0063 AND TERMINATING.

CONTAINS: 0.087 ACRES, MORE OR LESS, (AS DESCRIBED).

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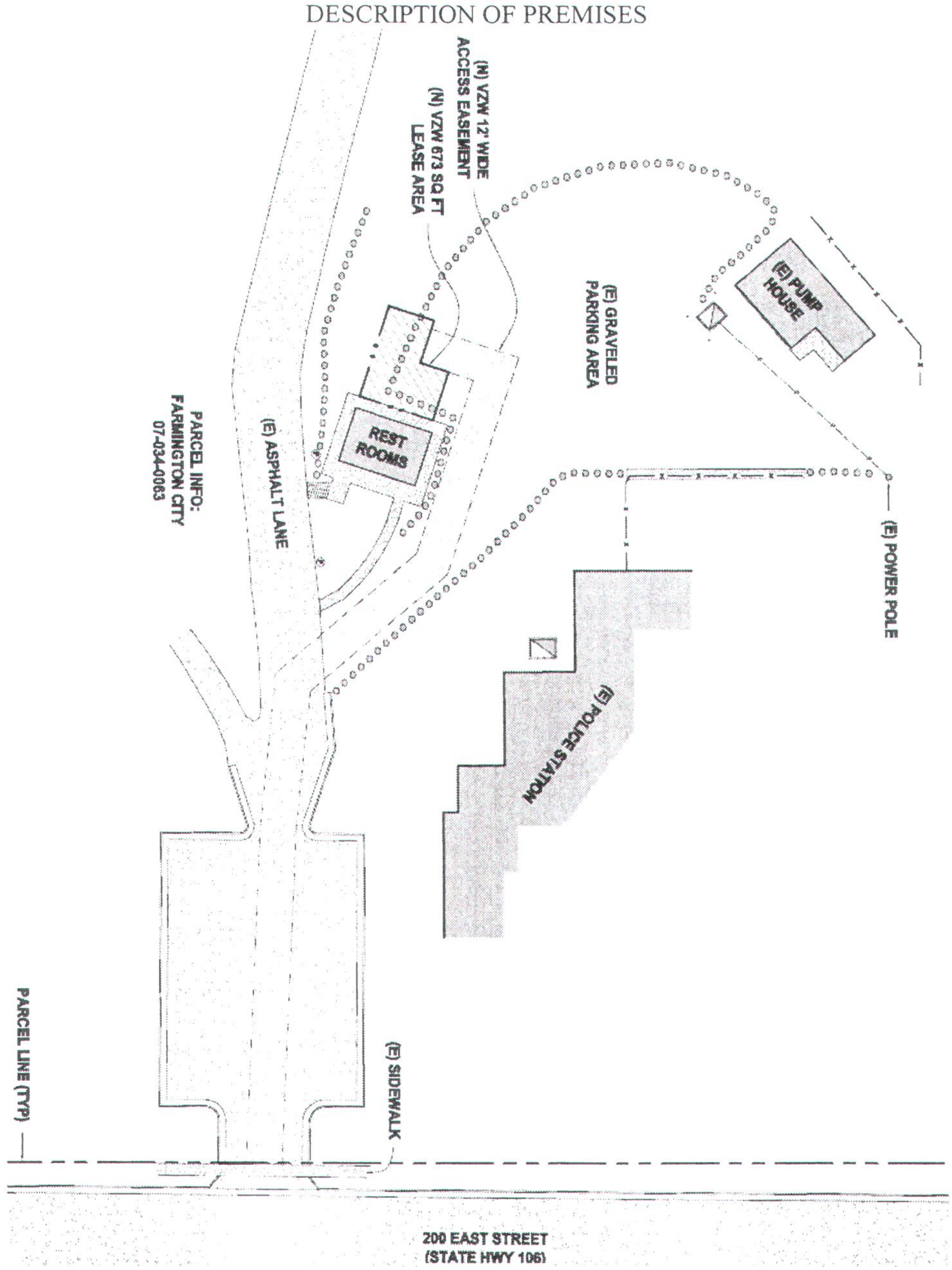
EXHIBIT "A"

3 of 3

DESCRIPTION OF PREMISES



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FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Verizon Wireless
Attn: Network Real Estate – Mountain Region
9656 S. Prosperity Way
West Jordan, Utah 84088

Space above this line is for Recorder's use.

Memorandum of Option and Land Lease Agreement

Grantor:	Farmington City, a Municipal Corporation
Grantee:	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
Legal Description:	County of Davis, State of Utah **Official legal description as Exhibit A**
Assessor's Tax Parcel ID#:	07-034-0063
Reference # (if applicable):	N/A

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10/4/2010
DWT 12765647v5 0052051-000031

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MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT evidences that an Option and Land Lease Agreement ("Agreement") was entered into as of _____, 20___, by and between Farmington City, a Municipal Corporation ("LESSOR"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("LESSEE"), for certain real property located at 286 South 200 East, Farmington, in the County of Davis, State of Utah, within the property of Lessor which is described in Exhibit "A" attached hereto ("Legal Description"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Agreement, which term is subject to Lessee's rights to extend the term of the Agreement as provided in the Agreement.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR: **Farmington City,**
a Municipal Corporation

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: **Verizon Wireless (VAW) LLC**
d/b/a Verizon Wireless

By: _____
Name: Walter L. Jones, Jr.
Title: Area Vice President Network
Date: _____

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LESSOR ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the _____ of Farmington City, a Municipal Corporation, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

_____
NOTARY PUBLIC in and for the State of ____,
residing at _____
My appointment expires _____
Print Name _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____ before me, _____, Notary Public, personally appeared Walter L. Jones, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal Above

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EXHIBIT A
LEGAL DESCRIPTION

Beginning at a point on the West side of the State Highway 330.7 feet South of the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, and running thence West 345 feet, thence South 140 feet, thence South 70°55' East 214 feet, thence East 142.5 feet to the West side of said Highway, thence North along the West side of said Highway 210 feet, more or less, to the point of beginning.

ALSO: Beginning at a point on the West side of Utah State Highway 91 at a point 540.7 feet South from the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, in Davis County Utah, thence West 142.5 feet, thence North 70°55' West 214 feet, thence North 140 feet, thence West 116 feet, thence South 91 feet, thence South 67°05'04" West 675.39 feet (South 66°10' West 677 feet deed) along the general course of the old creek bed and willow hedge, thence South 4°30' East 62.6 feet, thence East 1077.88 feet to the West side of said State Highway, thence North 206.3 feet along the West side of said State Highway to the point of beginning.

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14. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

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15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement

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23. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in a form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as this Agreement is in force and LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2)

fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

Page 11: [4] Deleted **lisa** **10/1/2010 2:18:00 PM**

29. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's reasonable discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

Agenda Item 12

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

S U B J E C T: Additional information regarding Extension of Sewer Line in Station Parkway regarding previous discussion with The Haws Company at the Oct. 5, 2010, City Council meeting

ACTION TO BE CONSIDERED:

None, or possibly a minute motion clarifying the City Council minutes of October 5, 2010.

GENERAL INFORMATION:

The City Engineer has informed the City Manager that Leland Myers of Central Davis Sewer District will not allow excavation and installation of the sewer trench within the right of way. There are too many conflicts, and he would like to require The Haws Company, or another developer, to install the sewer pipe to service the area outside of the Station Park right of way. Hence, the City would have no obligation to pay for the line.

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

Agenda Item 13

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

S U B J E C T: Award of Bid/Proposal

- **Community Center Municipal Water Well Drilling**
- **Financial Advisory Service**

ACTION TO BE CONSIDERED:

Community Center Municipal Water Well Drilling

Minute motion awarding the contract for the well drilling operation behind the Community Arts Center to Zim Industries in the amount of $581,400 with an alternate bid of $30,000.

Financial Advisory Service

Minute motion approving Zions Bank as the preferred financial advisory service for Farmington City.

GENERAL INFORMATION:

1. Please see enclosed bid letter and bid summary sheet provided by CRS Engineers on the well drilling project.

2. See enclosed memo written to the City Manager and the Mayor from Keith Johnson. The City Manager strongly supports the Finance Director's recommendation.

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

CALDWELL RICHARDS SORENSEN

ANSWERS TO INFRASTRUCTURE

October 15, 2010

Max Forbush
City Manager
Farmington City
PO Box 160
Farmington, Utah 84125

Subject: Recommend for Award
RE: Community Center Well

On October 14, 2010 Farmington City received proposals for the drilling portion of the Community Well project. There were a total of two proposals received by the City, all of which were opened and received for consideration. Three contractors pre-qualified for the work, but one chose not to bid because they did not have equipment available.

The proposals are summarized as follows:

Contractor	Base Bid	Alternative Bid
Layne Christensen	$602,000.00	$41,100.00
Zim Industries	$581,400.00	$30,000.00

It is recommended that Zim Industies be awarded the Project in the amount of $581,400.00.

We are currently making (3) copies of Contract Documents to be signed and executed by the City and the Contractor. These documents should be delivered to the City after a recommendation of award is made by the City Council. Attached are the Notice of Award, to be signed once awarded, as well as a detailed break down of costs.

If you have any questions, please let me know at (801) 359-5565.

Sincerely,

CALDWELL RICHARDS SORENSEN

Tammy North

Tammy North

CRS Consulting Engineers Incorporated dba CALDWELL RICHARDS SORENSEN
2060 East 2100 South, Salt Lake City, Utah 84109 Phone: (801) 359-5565 Fax: (801) 359-4272 Website: www.crsengineers.com

A Utah Corporation

Farmington Community Well
Bid Opening: October 14, 2010

				Engineers Estimate		Layne Christensen		Zim Industries	
Item No.	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A1	Mobilization/Demobilization/Clean-up	1	LS	$80,000.00	$80,000.00	$79,570.00	$79,570.00	$84,500.00	$84,500.00
A2	Furnish and Install Sound Wall	400	LF	$25.00	$10,000.00	$110.00	$44,000.00	$30.00	$12,000.00
A3	32-inch Conductor Casing and Seal	50	LF	$500.00	$25,000.00	$460.00	$23,000.00	$500.00	$25,000.00
A4	12-1/4 inch Borehole Drilling	650	LF	$130.00	$84,500.00	$46.00	$29,900.00	$130.00	$84,500.00
A5	Geophysical Logging	1	LS	$8,500.00	$8,500.00	$9,000.00	$9,000.00	$10,000.00	$10,000.00
A6	Caliper Survey	1	LS	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00
A7	Formation Water Quality Testing	6	EA	$7,000.00	$42,000.00	$5,700.00	$34,200.00	$9,000.00	$54,000.00
A8	Production Well Borehole Drilling	650	LF	$60.00	$39,000.00	$73.00	$47,450.00	$60.00	$39,000.00
A9	Furnish and Install 18-inch, Low Carbon Blank Steel Casing, 0.375-inch Wall	300	LF	$100.00	$30,000.00	$99.00	$29,700.00	$70.00	$21,000.00
A10	Furnish and Install 18-inch, 304 Stainless Steel Well Screen	400	LF	$400.00	$160,000.00	$259.00	$103,600.00	$220.00	$88,000.00
A11	Furnish and Install 3-inch Steel Gravel Feeding Tube	160	LF	$10.00	$1,600.00	$8.00	$1,280.00	$10.00	$1,600.00
A12	Furnish and Install Gravel Pack	600	LF	$120.00	$72,000.00	$102.00	$61,200.00	$80.00	$48,000.00
A13	Furnish and Install Grout Seal	150	LF	$40.00	$6,000.00	$52.00	$7,800.00	$40.00	$6,000.00
A14	Initial Well Development with Rotary Drill Rig	30	HR	$600.00	$18,000.00	$450.00	$13,500.00	$500.00	$15,000.00
A15	Well Development with Cable Tool Drill Rig	40	HR	$500.00	$20,000.00	$550.00	$22,000.00	$350.00	$14,000.00
A16	Plumbness and Alignment Testing	1	LS	$3,000.00	$3,000.00	$2,200.00	$2,200.00	$4,000.00	$4,000.00
A17	Furnish, Install and Remove Line Shaft Turbine Pumping Equipment	1	LS	$35,000.00	$35,000.00	$15,000.00	$15,000.00	$30,000.00	$30,000.00
A18	Well Development Pumping	40	HR	$400.00	$16,000.00	$350.00	$14,000.00	$300.00	$12,000.00
A19	Step-Rate Drawdown Test	12	HR	$400.00	$4,800.00	$350.00	$4,200.00	$300.00	$3,600.00
A20	Constant-Rate Discharge Test	24	HR	$400.00	$9,600.00	$350.00	$8,400.00	$300.00	$7,200.00
A21	Video Well Log	1	LS	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
A22	Well Disinfection	1	LS	$4,000.00	$4,000.00	$7,500.00	$7,500.00	$3,000.00	$3,000.00
A23	Furnish and Install Well Head	1	LS	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$1,500.00	$1,500.00
A24	Well Capping	1	LS	$750.00	$750.00	$1,000.00	$1,000.00	$500.00	$500.00
A25	Dissimilar Metal Adaptors	6	EA	$5,000.00	$30,000.00	$6,000.00	$36,000.00	$2,000.00	$12,000.00
				Total	$707,250.00	Total	$602,000.00	Total	$581,400.00
B1	Furnish and Install 18-inch, Low Carbon Blank Steel Casing, 0.5-inch Wall	300	EA		$0.00	$137.00	$41,100.00	$100.00	$30,000.00

Notice of Award

Date: October 19, 2010

Project: Community Center Exploration/Production Well	
Owner: Farmington City	Owner's Contract No.: N/A
Contract: N/A	Engineer's Project No.: 10048C
Bidder: Zim Industires	
Bidder's Address: 4545 East Lincoln Ave. Fresno, CA. 93725	

You are notified that your Bid dated October 14, 2010 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Community Center Exploration/Production Well

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is Five hundred eighty-one thousand, four hundred dollars and no/100 ($581,400.00).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____
Owner

By: _____
Authorized Signature

_____
Title

Copy to Engineer

MEMORANDUM

To: Max Forbush and Mayor.
From: Keith Johnson
Date: Oct. 15, 2010
Subject: FA proposals.

We received last Friday 3 proposals to serve as financial advisors to the City on bond issuances. I have reviewed the proposals and the following is a summary of the proposals:

George K. Baum & Co.

Bonds par amount under 2 million	$7,000	Fixed Fee
Bonds par amount 2 to 5 million	$10,000	Fixed Fee
Bonds par amount 5 to 10 million	$15,000	Fixed Fee
Bonds par amount above 10 million	$20,000	Fixed Fee

They are a national firm and here in Utah have been the financial advisor for only 81 transactions and as underwriter for 677 transactions.

Lewis Young Robertson & Burningham Inc.

GO, Sales Tax, Utility Revenue Bonds	$5,000	plus $2.00 per thousand
Lease Revenue, SID Bonds	$7,500	plus $2.00 per thousand

They have been in business for 15 years and only have an office here in Utah. They have closed around 150 transactions in the last 3 years.

Zions Bank Public Finance.

Bonds par amount under 2 million	$10,000	Fixed Fee
Bonds par amount 2 to 5 million	$3.00 per thousand	
Bonds par amount 5 to 10 million	$2.50 per thousand	
Bonds par amount above 10 million	$2.00 per thousand	

Zions was ranked #1 financial advisor for 2009 and will probably be so again in 2010. They provide financial advice to 77 % of all the cities in Utah less than 25,000 in population.

I reviewed the proposals and evaluated them on the criteria set forth in the notice for proposals, which included the following:

Basis for Selection

Your proposal will be analyzed on the basis of experience with cities of similar size, the banker(s) assigned to work with the City and the familiarity with the City and its debt, the historical adherence to GFOA principles, references, services provided, and lastly pricing.

After reviewing the 3 proposals, my recommendation is to accept the proposal from Zions Bank for the following reasons. Zions has a great knowledge about Farmington City and how we are always trying to stretch every dollar to make everything work and we sometimes we have to be very creative in how we pay for things. They have a good, knowledgeable staff who have helped us in coming up with creative ways of financing projects. Here at Farmington we also do a lot of smaller transactions and issuances which Zions really does a lot of work in this area and knows what needs to be done to move these through the market. Also Zions can purchase bonds which is big help when we have been trying to figure out financing smaller projects. Zions bought the bonds for the road to the north project as no one in the market would buy them. The City would not have been able to get any financing for this project if Zions had not bought them. None of the other advisors purchase bonds and are able to help us in this regard. The amount being proposed is less than what was proposed in the contract when Zions first came to us last spring. With these reasons in mind I would again recommend that the City award the Financial Advisor contract to Zions Bank for the next three years.

Agenda Item 14

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

S U B J E C T: City Manager's Report

- CenterCal's Letter requesting postponement of Developer's obligation and commencement of tax increment subsidy project
  RDA
- City Building Report
  3.6 – 170K – $182,000 contingency 14K
- Station Parkway Report/Budget
- City Manager Interview Schedule

To be given at 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.

CENTERCAL
PROPERTIES, LLC

CALIFORNIA
1960 E GRAND AVENUE
SUITE 400
EL SEGUNDO, CA 90245
PHONE 310.563.6900
FAX 310.563.6905

OREGON
7455 SW BRIDGEPORT ROAD
SUITE 205
TIGARD, OR 97224
PHONE 503.968.8940
FAX 503.968.8047

WWW.CENTERCAL.COM

October 11, 2010

HAND DELIVERED

Redevelopment Agency of Farmington City
130 North Main
P.O. Box 160
Farmington City, UT 84025-0160
Attn: Agency Chairperson

With copy by certified mail to Randall S. Feil, 3748 Bountiful Blvd., Bountiful, Utah 84010-3316

Re: Station Park Redevelopment Project Area/ Agreement for the Development of Land dated January 18, 2007/ First Postponement of Developer's Obligations and the Commencement of the Tax Increment Subsidy Period

Dear Agency Chairperson:

As you are aware, construction of the Station Park project has commenced and continue to work diligently toward the commencement of additional buildings within the project site in the near future. As you are aware, our original discussions contemplated the need for flexibility with respect to construction timing, and we continue to appreciate our working relationship with Farmington on this project as we start to realize on the vision of the project captured in our project agreements with the City.

Consistent with the need for flexibility regarding construction, the original Agreement for Development of Land ("ADL") dated January 18, 2007 between Farmington City Redevelopment Agency ("Agency") and Station Park CenterCal LLC ("Developer") provided for Developer's right to postpone the commencement and completion date of construction and installation of certain improvements to be installed as a part of the Station Park project on a year-to-year basis for not more than two years. Section 3.1(A) of the ADL contemplates that not less than $80,000,000 of such improvements would be completed by December 31, 2009. Section 3.1(C) provides that Developer may exercise the first of the rights to postpone commencement and completion of the improvements for one year by giving written notice to the Agency of its intention to postpone the commencement and completion dates for one year on or before October 15, 2009. That letter was delivered a year ago.

Even though construction has now commenced, it is still necessary to extend the formal construction dates in the ADL for the additional year contemplated by the original agreement.

Therefore, this letter constitutes Developer's written notice of the second postponement of its construction and installation commencement and completion obligations until December 31, 2011.

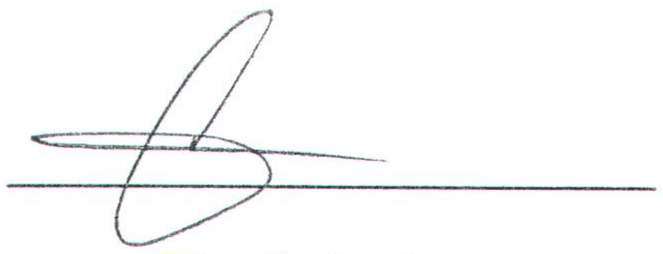
Pursuant to the provisions of Sections 3.1(C) and 7.1 of the ADL, the exercise of Developer's right to postpone construction-related obligations shall also result in a one-year postponement of the commencement of the Tax Increment Subsidy Period, which may now commence no earlier than January 1, 2012.

We would appreciate receiving the Agency's acknowledgement of the postponement both of Developer's obligations outlined above and of the Agency's designation of the first year of the Tax Increment Period and have provided a place for the Agency's acknowledgement and agreement at the end of this letter for that purpose. Please return a version of the requested acknowledgement signed by the Agency at your convenience.

We appreciate your continuing cooperation with respect to the Station Park project.

Very truly yours,

Station Park CenterCal LLC



cc: Max Forbush
Thomas A. Ellison

AGENCY ACKNOWLEDGEMENT AND AGREEMENT:

The Agency acknowledges and agrees that the Developer's construction obligations under the ADL are postponed to December 31, 2011 and that the commencement of the Tax Increment Subsidy Period will not occur before January 1, 2012.

REDEVELOPMENT AGENCY OF FARMINGTON CITY

By: _____
Chairperson

Agenda Item 15

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

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

To be given at Council meeting.

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

Agenda Item 16

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

SUBJECT: **Miscellaneous**

a. Miscellaneous items. To be provided at City Council meeting.

b. Minute motion adjourning to closed session, to discuss strategy as it pertains to acquisition of real property and pending litigation

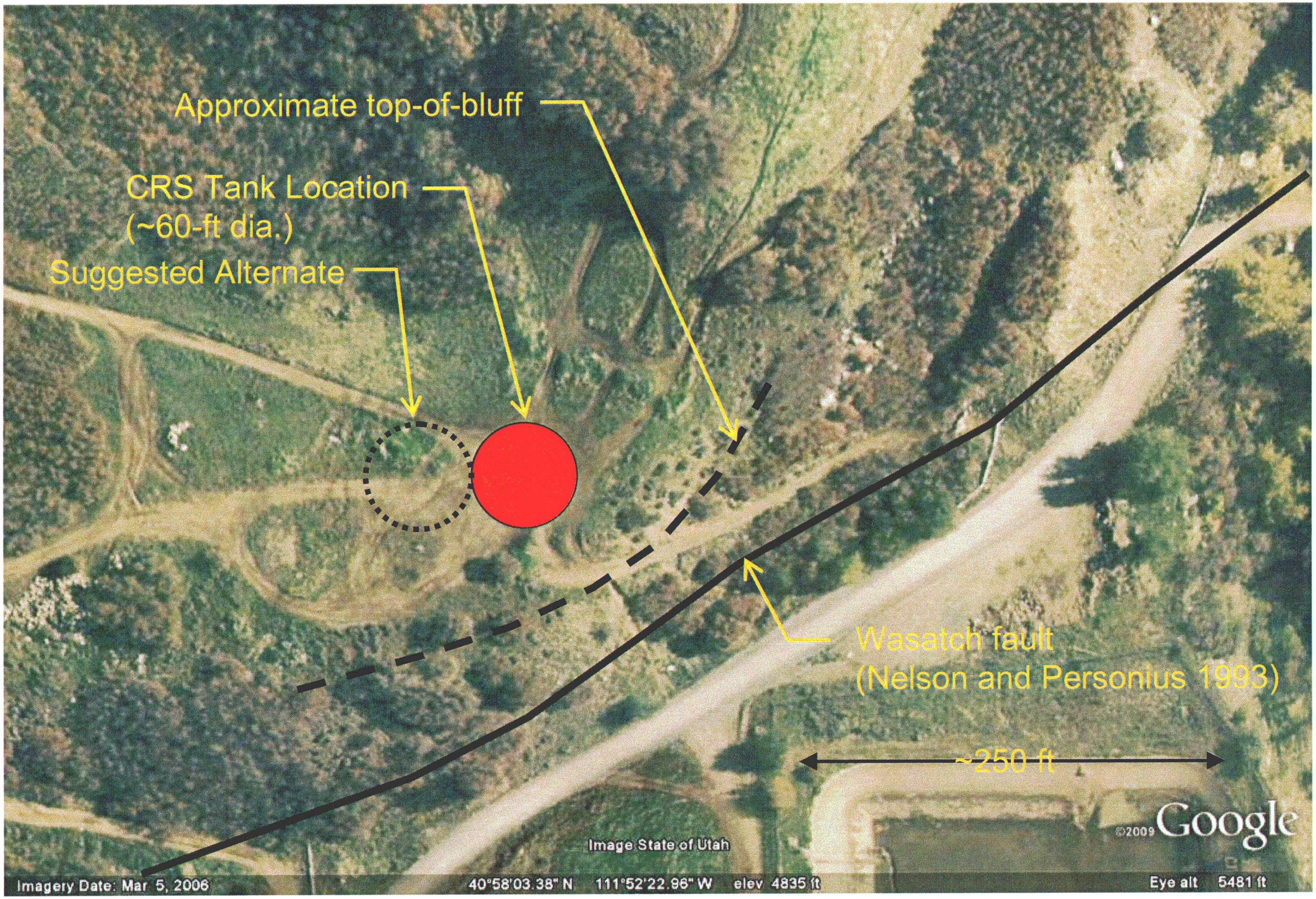
Information to be provided at the closed session.

Fleurington Rendas landscaping – next mtg, if ready

S, D

1. Jeffrey Stevenson

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

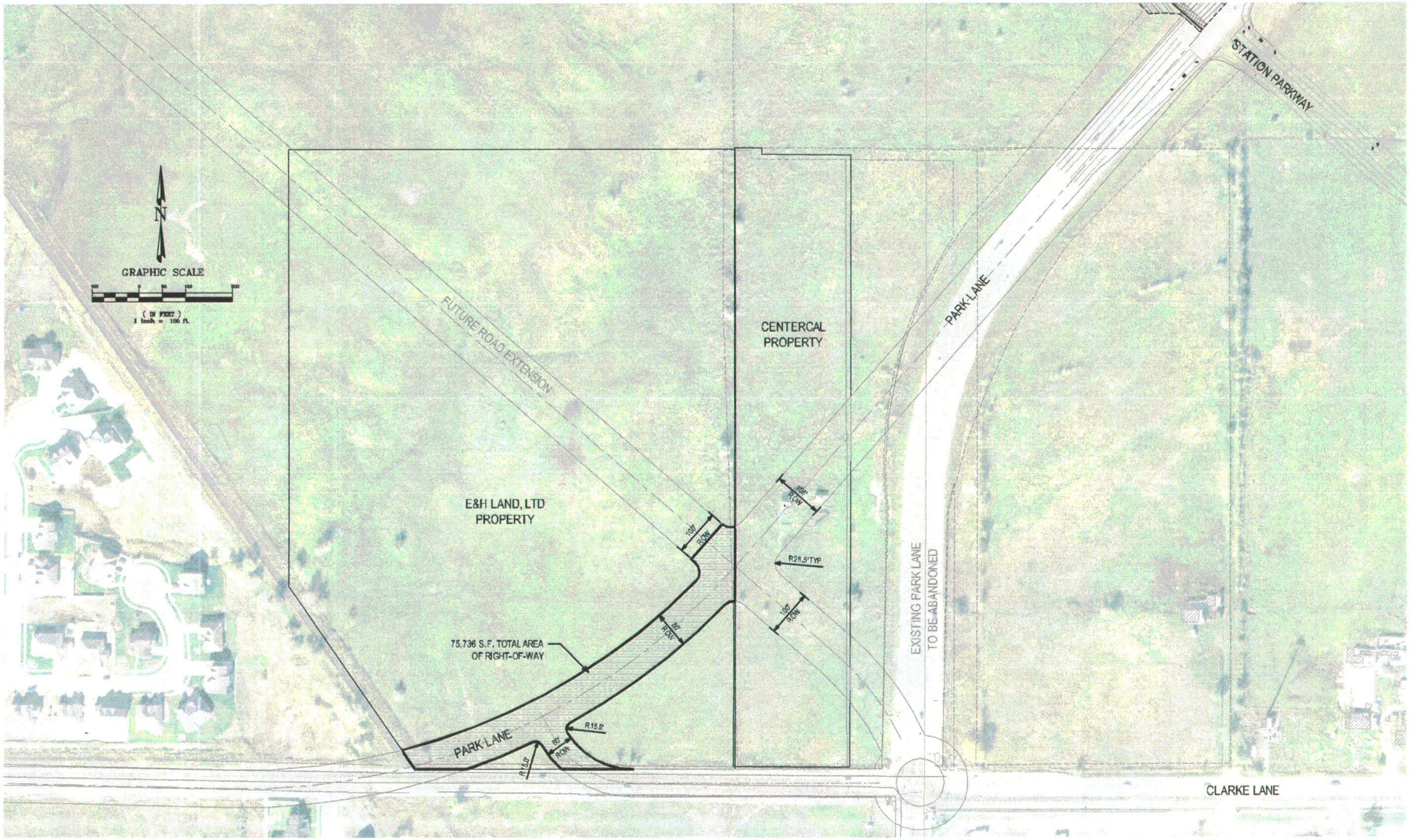


Proposed Farmington Water Tank

Road to the North Financing Plan

	Actual	Where Funding Comes From	Amount
Expenditures			
FY 2009 Professional / Tech	145,432.64	Trans. Impact fees	145,432.64
FY 2010 Professional / Tech	205,217.34	Trans. Impact fees	155,376.45
FY 2011 Professional / Tech Additional	0.00	Bond Proceeds	49,840.89
Total Professional/Tech	350,649.98		
Pioneer Pipeline	200,000.00	Trans. Impact fees	200,000.00
Future Pioneer Pipeline	124,911.75	Bond Proceeds	124,911.75
Total Pipeline	324,911.75		
Construction Phase I			
ABC Direct Bid	112,072.80	Bond Proceeds	112,072.80
ABC Change order #1	204,572.83	Bond Proceeds	204,572.83
Benchland Reimbursement	186,568.31	Bond Proceeds	186,568.31
Fence	23,000.00	Bond Proceeds	23,000.00
Total Construction Phase I	526,213.94		
Subtotal	1,201,775.67		
5 % Contingency	0.00		
Total Expenses up to Phase I	1,201,775.67		
Construction Phase II			
Phase II Engineering	126,100.00	Bond Proceeds	126,100.00
Construction Phase II	627,472.11	Bond Proceeds	495,512.61
Electrical Boxes	84,478.31	Bond Proceeds	84,478.31
Park Ln		Water Impact Fees	54,818.00
Signal on Park Ln		Storm Drain Impact Fees	77,141.50
Change Order #1	25,421.39	Bond Proceeds	25,421.39
Change Order #1	2,160.00	Trans. Impact fees	2,160.00
Change Order #3	191,252.80	Bond Proceeds	191,252.80
Change Order #3	97,240.00	Trans. Impact fees	97,240.00
Change Order #3	13,277.00	Bond Proceeds	13,277.00
Subtotal	1,041,301.61		
5% contingency			
Total Phase II	1,167,401.61		
Total Cost of Road	2,369,177.28		

Trans. Impact fees	600,209.09
Bond Proceeds	1,637,008.69
Water Impact Fees	54,818.00
Storm Drain Impact Fees	77,141.50
	2,369,177.28
Remaining Bond Proceeds	155,991.31



REV.	BY	DATE	DESCRIPTION

PRELIMINARY NOT FOR CONSTRUCTION

PRINCIPAL: PAUL J. HIRST
PROJECT MANAGER: TAMMY NORTH
CHECKER:
DRAWN BY: ALAN REGAL
SCALE:
DATE ISSUED: OCT. 19, 2010

CALDWELL RICHARDS SORENSEN
ANSWERS TO INFRASTRUCTURE

2060 East 2100 South
Salt Lake City, UT 84109
Phone: (801) 359-5565
Fax: (801) 359-4272
www.crsengineers.com

FARMINGTON CITY

PARK LANE EXTENSION
RIGHT-OF-WAY EXHIBIT

FARMINGTON, UTAH

C-1.0 SHEET 1 OF 1

08159C
PROJECT NUMBER

Agenda Item 17

CITY COUNCIL AGENDA

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

For Council Meeting:
October 19, 2010

Petitioner _____

SUBJECT: Items of General Correspondence

17-1. City Council Action List for Council Meeting held October 5, 2010. (See Tab 18.)

17-2. E-mail from Rick Ellertson sent to Max Forbush and to Mayor Harbertson regarding an award breakfast on Friday, November 5, to honor the "Best Building Projects" by Mountain States Construction. The project for which the award is given is the new City Hall. (See Tab 19.)

17-3. Building Activity Reports for the month of September 2010. (See Tab 20.)

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

CITY COUNCIL ACTION LIST
FOR REGULAR COUNCIL MEETINGS HELD October 5, 2010

Disposition					ACTION ITEM
Dept.	Initiated	Completed	Not Started	Number	
Adm	X			1.	Place Farmington Ranches Neighborhood Landscaping Plan on October 19 City Council Agenda.
CD/ Adm	X			2.	Process vacation of two lots with amended plat for Village at Old Farm II as per City Council conditions.
Adm		X		3.	Haws' contingencies for delaying paying - sewer line extension issues. Discuss at October 19th meeting.
Adm		X		4.	Letter to Lagoon on Fussner exemption from curbside recycling.
Adm				5.	Tell Thomas & Sons to move forward on signage for administration and Community Development.
Adm		X		6.	Number and file "Senior Community Services Agreement" for Pat Mwanuyera.
Adm		X		7.	Announce changes to interview schedule for City Manager on October 19th Agenda.
PW		X		8.	Direct that Mary Myers home to be demolished.
Adm	X			9.	City Manager to present policy for City financing of street frontage improvements benefitting private property owners at next City Council meeting.
Adm	X			10	Honor Larry Gregory posthumously at October 19 City Council meeting.

Dept.	Initiated	Complete	Not Started	Number	ACTION ITEM
Adm	X			11	City Manager to meet with Ron Lindorf about purchasing property for City Park. (See minutes, item 13 on page 7.)
Adm			X	12	Make amendment proposals to Matthews/Wilding agreement.
Adm		X		13	Follow up on Stott Christmas tree issue.
Adm			X	14	Re-notice regular City Council meeting for Tuesday, November 2, 2010.
Adm	X			15	Have longer microphone installed at podium.
CD		X		16	Tell Ralph Gibbons about weed problem in Summer Wood Subdivision.

Max Forbush

From: Rick Ellertson [rick@hughesgc.com]
Sent: Thursday, October 14, 2010 3:28 PM
To: mforbush@farmington.utah.gov; 'Scott C. Harbertson'
Cc: Dan Pratt
Subject: Farmington City Hall Award winner !!!

Mayor/Max
The new City Hall has been selected as one of the "best of 2010" projects by Mountain States Construction. We would like to invite you to attend the awards ceremony with us on Friday November 5th. (7:30 registration 8:00 breakfast) You can see more information at: http://www.construction.com/events/bestof2010/ Please review with the "City Fathers"/staff who would like to attend so we can RSVP.

RICK ELLERTSON
Project Manager

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Month of September 2010

BUILDING ACTIVITY REPORT
July 2010 thru June 2011

RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION					
SINGLE FAMILY	18	18	3,737,000	38	38
DUPLEX					
MULTIPLE DWELLING					
OTHER RESIDENTIAL					
SUB TOTAL	18	18	3,737,000	38	38
REMODELS / ALTERATIONS / ADDITIONS					
BASEMENT FINISH	1		1,800	14	
CARPORT / GARAGE					
ADDITIONS / REMODELS	1		58,000	2	
SWIMMING POOLS / SPAS					
OTHER (Furnace, ftg,fnd,sewer,etc)	14		31,000	29	
SUB-TOTAL	16		90,800	45	
NON-RESIDENTIAL					
NEW CONSTRUCTION					
COMMERCIAL	3		15,086,000	3	
PUBLIC / INSTITUTIONAL					
CHURCHES					
OTHERS					
SUB-TOTAL	3		15,086,000	3	
REMODELS / ALTERATIONS / ADDITIONS					
COMMERCIAL/INDUSTRIAL	1		40,000	1	
OFFICE					
PUBLIC / INSTITUTIONAL					
CHURCHES					
OTHER (Sign)	2		8,000	2	
SUB-TOTAL	3		48,000	3	
MISCELLANEOUS					
ELECT./RETAINING WALL					
SUB-TOTAL					
TOTAL	40	18	18,961,800	91	38