WORK SESSION: A work session will be held at 5:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The agenda for the work session will be as follows:

1. Introduction of Utah Risk Management Mutual Association (URMMA) Officials
2. Use of old Kmart Building - John Asay/Chris Roybal
3. Review of Annual Audit Report
4. Review of 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, November 16, 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. Introduction of new City Manager and his Family/Administration of Oath of Office

7:20 4. Planning Commission Report

7:25 5. Review and Acceptance of Audit Report

7:35 6. Presentation of "Award of Financial Reporting Achievement" to Keith Johnson

7:45 7. Report/Discussion with UDOT Officials regarding West Davis Corridor EIS Study (Randy Jeffries)

PUBLIC HEARINGS:

8:00 8. Public Hearing: Consideration of Schematic Plan Approval for Doberman Subdivision at approximately 453 West Glover Lane in west Farmington (Brad Pack)

PRESENTATION OF PETITIONS AND REQUESTS:

8:10 9. Consideration of Raymond Bingham's PUE Vacation Request at 324 Ironside Way in Farmington Ranches Subdivision

8:15 10. Request for Reconsideration of Ordinance that renamed Burke Lane to Station Parkway/Consideration for an Amendment to the Ordinance

SUMMARY ACTION:

8:20 11. Minute Motion Approving Summary Action List

- Ratification of Approvals of Construction & Storm Water Bond Agreements.
- Ratification/Approval of Ken Klinker's Appointment of Abe Wangsgard as Storm Water Official designated for limited Code Enforcement Duties
- Approval of August and September Disbursement Lists

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS

8:25 12. Ordinance to Amend the City's Personnel Policies & Procedures

8:35 13. Inter-local Agreement with Davis County Regarding LOMR Study for Steed Creek Flood Plain

8:40 14. CRS Lease - Agreement Pertaining to a Lease of Space at City Hall

8:45 15. Right-of-Way License Agreements for other Public Entities using City Streets - 1st Reading

8:50 16. Approval of Water Conservation Plan

OLD BUSINESS:

NEW BUSINESS:

GOVERNING BODY REPORTS:

9:00 17. Mayor Harbertson & City Council Reports

MISCELLANEOUS:

9:15 18. Miscellaneous

a. Miscellaneous items.

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

NOTICES OF COMMUNICATION

9:40 19. Items of General Correspondence

9:45 **ADJOURN**

DATED this 12th day of November, 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:
November 16, 2010

Petitioner _____

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

It is requested that John Bilton give the invocation/opening comments to the meeting and that Sid Young lead the audience in the Pledge of Allegiance.

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

Agenda Item 2

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 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 November 2, 2010, and also the minutes of the Special City Council meeting held November 8, 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.

Agenda Item 2

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

S U B J E C T: **Approval of Minutes of Previous Meetings**

ACTION TO BE CONSIDERED:

Minute motion approving the minutes of the regular City Council meeting held November 2, 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, November 2, 2010

CITY COUNCIL WORK SESSION/EAST CONFERENCE ROOM

PRESENT: *Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Cory Ritz and Sid Young, City Manager Max Forbush, City Planner David Petersen, Assistant City Planner Glenn Symes and Recording Secretary Cynthia DeCoursey. Council Member Jim Talbot was excused.*

Mayor Harbertson began the work session at 6:40 p.m. and welcomed City staff, Council Members, **Craig Trottier** and **Tom Ellison** from CenterCal and **Rich Haws** and **Scott Harwood** from The Haws Companies.

(Agenda Item #4) – Report/action regarding the landscaping plan for Farmington Ranches Neighborhood Park

This issue was reviewed at a previous Council meeting, and in an effort to reach a compromise between the City and the HOA Committee, the landscape architect, **Eric Lyman**, prepared an alternative plan. There has been no response from the HOA, but a representative is expected in the regular session. The Council reviewed and approved the new plan.

(Agenda Item #5) – (Public Hearing): Consideration of ordinance to rename Burke Lane between I-15 and 1525 West to Station Parkway and Red Barn Lane

The reason for renaming this section of Burke Lane is to create a more consistent naming and numbering pattern as Station Parkway continues to the north. Staff's recommendation is to change the name between Station Parkway and 1525 West and leave Burke Lane west of 1525 West unchanged. Also, a small portion of Burke Lane is left as a remnant between the merger and I-15, and **Rich Haws** of the Haws Companies is proposing to rename that small portion from Burke Lane to Red Barn Lane.

(Agenda Item #6) – (Public Hearing): Consideration of Ordinance to vacate a certain portion of the south side of the 1000 North public right of way between Compton Road (300 West) and approximately 200 West

The City plans to install improvements on this street which will include a new water line, curb and gutter and asphalt paving. A petition was received from all but one of the affected property owners requesting that the City vacate a south portion of the street right of way to the southerly edge of a future sidewalk from Compton Road to 200 West. Staff is recommending right of way be preserved for a 6-foot sidewalk. **Mr. Forbush** pointed out that an accurate description of areas to be vacated cannot occur until the curb and gutter is in place and the exact width of pavement on 1000 North is determined.

(Agenda Item #7) – Consideration of Ordinance to vacate a right-of-way located at approximately 1100 West beginning at Burke Lane and extending south approximately 1200 feet within the Park Lane Commons Development – The Haws Companies

A memorandum to the Council from Assistant City Planner **Glenn Symes** states that this right of way is shown on the parcel map and on the ALTA survey, but it is not shown on any other documents. This vacation will ensure that all records are clear for the Park Lane Commons area.

(Agenda Item #8) – Consideration of request to vacate public utility easements on Eric Larson's property on Lot 48 of Farmington Ranches East Subdivision

There was a brief discussion of matters related to this request.

(Agenda Item #9) – Consideration of Cory and Heidi Ritz request:

- **Vacation of public utility and drainage easements on Lots 1 and 2 of Ritz Subdivision**
- **Approval of Boundary Line Adjustments to Lots 1 and 2**
- **Waiver of open space requirement**

The Council reviewed correspondence from **Cory Ritz** related to this request and approved of the planting of trees along the east side of the **Ritz** property. **Mr. Ritz** said he is in the process of contacting the utility companies to obtain the necessary waivers. Staff suggested specified that the trees need to be approved by the City, and that the Boundary Adjustment would not be recorded until after the trees are planted.

(Agenda Item #11) – Consideration of Resolution authorizing condemnation of real property (E&H Land, Ltd.) located in Farmington City for the realignment of Park Lane

The **Mayor** explained that this Resolution will authorize the City to pursue the acquisition of the **Evans** property.

(Agenda Item #12) – First Amendment to Development Agreement with Station Park – CenterCal Properties

The Council reviewed the amendments which were made to this Agreement.

(Agenda Item #13) – Agreement with Station Park CenterCal regarding Clark Lane resurfacing and related matters

Mr. Forbush explained that these amendments were necessary to ensure that these issues conform to Farmington City policies.

(Agenda Item #14) – Review of City Council discussion regarding Station Parkway improvements and related matters during the October 5, 2010 City Council meeting (Agenda Item #14)

1. This item is finished.
2. This item is finished except for striping.
3. This is the developer's responsibility.
4. These costs will be split between the developer and the City.
5. This needs to go through the Planning Department and the Planning Commission.
6. The issue of the design of signage posts will be deferred to a later date.
7. This item is finished
8. This item is finished
9. Access under Park Lane is finished.
10. This needs to go through the Planning Commission.

The work session ended at 6:55 p.m.

REGULAR CITY COUNCIL/CITY CHAMBERS/CALL TO ORDER

PRESENT: *Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Cory Ritz, and Sid Young, City Manager Max Forbush, City Planner David Petersen, Assistant City Planner Glenn Symes, City Recorder Margy Lomax and Recording Secretary Cynthia DeCoursey. Council Member Jim Talbot was excused.*

Mayor Harbertson opened the meeting at 7:00 p.m. and welcomed those in attendance, including three members of the Farmington Youth City Council—**Liz Ashby**, **Tee Jay Jewett**, and **Zach Schofield**. **Rick Dutson** offered the invocation, and the Pledge of Allegiance was led by **Margy Lomax**.

APPROVAL OF MINUTES (Agenda Item #2)

Motion

Rick Dutson made a motion to approve the minutes of the October 19, 2010 City Council Meeting with the two minor amendments which were made during the work session. The motion was seconded by **Sid Young,** and it was approved by Council Members **Dutson**, **Ritz**, and **Young**. **John Bilton** abstained because he did not attend the meeting.

PLANNING COMMISSION REPORT (Agenda Item #3)

Glenn Symes reported that the Planning Commission reviewed and approved the following two items at their October 27, 2010 meeting:

1. A request by **Brad Pack** for a 7-lot subdivision on Glovers Lane. Residents currently living in the area are pleased that the lots will be at least one acre in size, but they expressed concerns regarding the design, drainage issues, and maintaining their country lifestyle.

2. The second item was a request from Davis County for the new Administration/Library building and the Children's Justice Center. There were several comments from neighboring residents, and a representative from the Historic Commission said they feel that the design does not contribute to the historical nature of downtown Farmington.

REPORT/ACTION REGARDING LANDSCAPING PLAN AT FARMINGTON RANCHES NEIGHBORHOOD PARK (Agenda Item #4)

Gemmie Benson, 1844 W. Country Bend Circle, said the HOA Park Committee has approved the new plan. She asked if it would be possible to have benches in the Park, when the remaining trees would be planted, and if the City was planning to install a bridge on the east side of the Park.

Neil Miller responded that there is money allocated for four benches—each one costs about $600 installed. Some of the trees will be planted in the next few weeks, and others will be planted next spring. He said he would find out about the bridge and provide information to the HOA.

Motion

Rick Dutson made a motion to approve the revised landscaping plan and to direct the City Parks & Recreation Director, **Neil Miller**, to plant the trees according to the plan. **Cory Ritz** seconded the motion which was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

(PUBLIC HEARING): CONSIDERATION OF ORDINANCE TO RENAME BURKE LANE BETWEEN I-15 AND 1525 WEST TO STATION PARKWAY AND RED BARN LANE (Agenda Item #5)

Public Hearing

Mayor Harbertson opened the Public Hearing at 7:20 p.m.

Lane Sweat, 696 North 1825 West, pointed out that Burke Lane does not stop at 1875 West—the City changed it to 1825 West, and there is a gap between Burke Lane 1825 West and Burke Lane 1875 West. He said the City promised to finish the 100-yard gap and make it a dedicated road.

Kyle Skoal, 1764 West Burke Lane, said he and his neighbors do not want to change their street addresses. He also said that when the railroad crossing was redone, the contractor hauled in

sand which has made his driveway muddy, and he requested that ould like to have their gravel back.

The Public Hearing was closed at 7:30 p.m.

Motion

Cory Ritz made a motion to approve the Ordinance renaming the easterly section of Burke Lane "Red Barn Lane" and the westerly part from Station Parkway, west to 1525 West, "Station Parkway" and to retain the name of "Burke Lane from 1525 West to 1875 West. The motion was seconded by **Sid Young** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

(PUBLIC HEARING): CONSIDERATION OF ORDINANCE TO VACATE A CERTAIN PORTION OF THE SOUTH SIDE OF THE 1000 NORTH STREET PUBLIC RIGHT OF WAY BETWEEN COMPTON ROAD (300 WEST) AND APPROXIMATELY 200 WEST (Agenda Item #6)

Mayor Harbertson referred to a letter from **Jared May** in which he requested a vacation of 1000 North on the south side of the 1000 North right of way and committed to participate in the placement of curb and gutter the entire length of his property. He asked the City to reconstruct the paved portion of 1000 North at the City's width standard of 27 feet in order to maximize the square footage of his lots. **Mr. May** said he obtained signatures from each resident on the street regarding the sidewalk except for one owner who lives in Arizona.

Public Hearing

Mayor Harbertson opened the Public Hearing at 7:40 p.m. There was no one from the public to speak concerning this item, and the Public Hearing was closed.

Motion

John Bilton made a motion to conceptually approve the Ordinance vacating a certain portion of the south side of the 1000 North street public right of way between Compton Road (300 West) and approximately 200 West to be contingent upon abutting property owners entering into an agreement with the City to participate in the cost of the curb and gutter. The motion was seconded by **Cory Ritz**, and it was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

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CONSIDERATION OF ORDINANCE TO VACATE A RIGHT-OF-WAY LOCATED AT APPROXIMATELY 1100 WEST BEGINNING AT BURKE LANE AND EXTENDING SOUTH APPROXIMATELY 1200 FEET WITHIN THE PARK LANE COMMONS DEVELOPMENT – THE HAWS COMPANIES (Agenda Item #7)

Mr. Forbush said the City and the Haws Companies are requesting the vacation of this right of way to ensure that all records are clear for the Park Lane Commons area.

Motion

Sid Young made a motion to approve the Ordinance to vacate a right of way located at approximately 1100 West beginning at Burke Lane and extending south approximately 1200 feet within the Park Lane Commons Development. **Rick Dutson** seconded the motion which was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

CONSIDERATION OF REQUEST TO VACATE PUBLIC UTILITY EASEMENTS ON ERIC LARSON'S PROPERTY – LOT 48 OF FARMINGTON RANCHES EAST SUBDIVISION (Agenda Item #8)

The **Mayor** referred to a memorandum from City staff stating that **Eric Larson** has contacted each of the utility companies and has received approval for this vacation. The City has no utilities within the easements so the vacation will cause no problems for future City infrastructure needs.

Motion

John Bilton made a motion to approve the request to vacate the 10' public utility and drainage easements on the east (rear) and north (side) property lines of **Eric Larson's** property located at 174 Eastfork Circle in the Farmington Ranches Subdivision. The motion was seconded by **Cory Ritz**, and it was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

CONSIDERATION OF CORY AND HEIDI RITZ REQUEST TO: (Agenda Item #9)

- **Vacation public utility easements on Lots 1 and 2 of Ritz Subdivision**
- **Approval of Boundary Line Adjustments to Lots 1 and 2**
- **Waiver of open space requirement**

Motion

Rick Dutson made a motion to authorize the **Mayor** to sign the Notice of Approval of Boundary Adjustment subject to the planting of trees by **Cory** and **Heidi Ritz** along the entire east side of their property abutting the UTA right of way (approximately 321 feet in length) to provide shade for future trail users--the type and species of which must be approved by the City, **or** to submit a cash bond in lieu of planting the trees. The Council also authorized the **Mayor** to sign the Revocation and Abandonment of Easement subject to the **Ritz's** conveyance of a drainage easement traversing from the northeast in a southwesterly direction connecting to an existing north to south drainage easement, which easement shall be in a manner and form acceptable to the City and with the understanding that the appropriate utility waivers will be

obtained by **Cory** and **Heidi Ritz**. The motion was seconded by **John Bilton** and was approved by Council Members **Bilton**, **Dutson**, and **Young**.

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MINUTE MOTION APPROVING SUMMARY ACTION LIST (Agenda Item #10)

9-1 Ratification of Approvals of Construction & Storm Water Bond Agreements
9-2 Approval of Lease Extension of old Shop Building with CenterCal
9-3 Ratify City Manager's approval of Change Orders 13 and 14 of City Hall project
9-4 Authorization to support UTA's application for Federal Funding to pave balance of D&RGW "rails to trails" project through Farmington City
9-5 Approval of PEHP Dental Coverage Agreement

Motion

Rick Dutson made a motion to approve items 2-5 of the Summary Action List. The motion was seconded by **John Bilton** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

CONSIDERATION OF RESOLUTION AUTHORIZING CONDEMNATION OF REAL PROPERTY (E&H LAND, LTD.) LOCATED IN FARMINGTON CITY FOR THE REALIGNMENT OF PARK LANE (Agenda Item #11)

Motion

Sid Young made a motion to approve the Resolution authorizing the condemnation of real property (E&H Land, Ltd.) located in Farmington City for the realignment of Park Lane. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT WITH STATION PARK – CENTERCAL PROPERTIES (Agenda Item #12)

Motion

Cory Ritz made a motion to approve the First Amendment to the Development Agreement with CenterCal for Station Park with changes as listed in the staff report. **Rick Dutson** seconded the motion which was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

AGREEMENT WITH STATION PARK CENTERCAL REGARDING CLARK LANE RESURFACING AND RELATED MATTERS (Agenda Item #13)

Motion

John Bilton made a motion to approve the Agreement between Farmington City and CenterCal regarding the resurfacing of Clark Lane and additional matters as listed in the Agreement. The motion was seconded by **Sid Young**, and it was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

REVIEW OF CITY COUNCIL DISCUSSION REGARDING STATION PARKWAY IMPROVEMENTS AND RELATED MATTERS DURING THE OCTOBER 5, 2010 CITY COUNCIL MEETING (Agenda Item #14)

Motion

Sid Young made a motion to approve the attached Exhibit with updated amendments as discussed in the work session. **Rick Dutson** seconded the motion which was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

RESOLUTION PROVIDING FOR THE "PICK UP" OF REQUIRED MEMBER CONTRIBU-TIONS FOR ALL ELIGIBLE EMPLOYEES REQUIRED TO CONTRIBUTE TO THE UTAH RETIREMENT SYSTEMS BY FARMINGTON CITY (Agenda Item #15)

The **Mayor** said the State is requiring the City to pass a resolution stating what percentage the City will pay for qualified employees on their required contribution to the state retirement fund. He said this only pertains to the firefighters, and the City has one full-time firefighter who qualifies.

Motion

Rick Dutson made a motion to add **Rich Love**, Captain of the Farmington City Fire Department, to the Utah Retirement Systems Contributory Retirement Plan. The motion was seconded by **Cory Ritz**, and it was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

POLICY CONSIDERATION: USE OF CITY FUNDS FOR SHORT TERM FINANCING OF CITIZEN'S SHARE OF BENEFITING PUBLIC IMPROVEMENTS (Agenda Item #16)

Mr. Forbush explained that there are times when it is prudent for a city to offer incentives for private property owners to financially participate in the cost of public improvements such as curb and gutter and decorative street lighting costs. Farmington City has made many such improvements through Special Improvement Districts which are now called Special Assessment Areas. The Council discussed issues pertaining to this policy, and the following recommendations were made:

1. The recommended amount the City should require up front from the participating private property owners is 30% of the estimated cost of the improvement.

2. The length of a term the City should offer abutting property owners for repayment of the loan should be no longer than 3 years.
3. There should be no interest on the loan.
4. The City shall secure that the loan will be paid back in full by placing a lien on the participating property.

CITY MANAGER REPORT (Agenda Item #17)

- **Fire Chief Selection Process – Mr. Forbush** explained that the process for hiring a new Fire Chief would be similar to the one used to hire the new City Manager, and he requested that two Council Members assist in the selection of 8-10 applicants from all those who applied for the job. **John Bilton** and **Cory Ritz** agreed to assist.

- **Recommended appointment of new City Recorder** – The City Manager and the **Mayor** recommended the appointment of **Holly Gadd** as the new Farmington City Recorder effective December 2, 2010. **Holly** and **Paul Gadd** arrived at the meeting at 8:30 p.m., and **Mayor Harbertson** and the Council expressed their support for her new assignment.

Motion

Rick Dutson made a motion to confirm the **Mayor's** decision to appoint **Holly Gadd** as the new Farmington City Recorder effective December 2, 2010. The motion was seconded by **Sid Young** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

- **LOMR Request for Steed Creek – Mr. Forbush** gave a brief explanation of this request.

Motion

John Bilton made a motion to authorize the City Manager to send the letter in the staff report to the Davis County Public Works Director, **Kirk Schmaltz**, requesting an Agreement to share in the costs of an LOMR (Letter of Map Revision) for the Steed Creek Flood Plain Area next to I-15 frontage road in Farmington. **Cory Ritz** seconded the motion, and it was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

MAYOR AND CITY COUNCIL REPORTS - (Agenda Item #18)

Mayor Harbertson's Report

- **Dave Millheim** has accepted the offer to be the new City Manager. He is excited about this new opportunity and plans to move to Farmington from Highland, Utah some time next year.

- Farmington City resident **Irene Snow** is very concerned about the high flood insurance rates in her subdivision, and she asked for assistance from the City.

Motion

Cory Ritz made a motion to approve the City Manager's recommendation that when the City receives payment for the first two building permits, the City will pay $4000 to Wilding Engineering who will then submit the LOMR to FEMA. Upon receipt of the sixth building permit, $4000 will be repaid to the City. The motion was seconded by **John Bilton**, it was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

- The Town Hall meeting will be held on Wednesday, November 3 at 7:00 p.m.

- A meeting was held with a resident from Farmington Creek Estates regarding street lighting.
- The current staff of the Fire Department sent a letter recommending **Joe Walls** for the Fire Chief position.

City Council Reports

John Bilton

- He asked for an explanation of the principle criteria in hiring a new Fire Chief. The **Mayor** explained that the new Chief would need to understand that Farmington has a part-time department. The Fire Chief and one captain are full time, but the other staff members are part time—the City's goal is to work toward hiring more full time employees.

Sid Young

- He scheduled a meeting with **Doug Allen** on Wednesday, November 3 to discuss issues regarding his property.

- He spoke with **Jim Hansen** regarding headstone issues.

Rick Dutson

- Miss Farmington's Halloween activity turned out well—she was pleased with her efforts. However, fewer people attended than last year.

- He complimented **Ken Klinker** on his Halloween jack-o-lantern display..

Cory Ritz

- A resident who lives near the **Pack** property is concerned about drainage issues in the area.

MISCELLANEOUS (Agenda Item #19)

- **Miscellaneous items**
- **Minute motion adjourning to closed session, if necessary, for reasons permitted by law**

CLOSED SESSION

Motion

At 9:10 p.m. a motion was made by **John Bilton** for the Council to go into a closed meeting to discuss strategy related to the acquisition of real property and pending litigation. The motion was seconded by **Cory Ritz**, and it passed with Council Members **Bilton**, **Dutson**, **Ritz**, and **Young** voting in favor.

Sworn Statement

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

_____

Scott C. Harbertson, Mayor

A motion to go back into open session was made by **Rick Dutson** at 9:33 p.m. The motion was seconded by **Cory Ritz** and passed unanimously.

There being no further business, a motion to adjourn was made by **Rick Dutson** with a second by **Cory Ritz.** The meeting was adjourned at 9:33 p.m.

_____

Margy L. Lomax, City Recorder

DRAFT

SPECIAL FARMINGTON CITY COUNCIL MEETING

Monday, November 8, 2010

PRESENT: Mayor Scott Harbertson, Council Members Rick Dutson, Sid Young, John Bilton and Cory Ritz, and Margy Lomax, City Recorder. Jim Talbot was excused from the meeting as he was out of town.

The meeting was convened at 8:05 a.m. by Mayor Harbertson.

EMPLOYMENT AGREEMENT WITH DAVE MILLHEIM AS FARMINGTON CITY MANAGER

Mayor Harbertson said the Employment Agreement had only a couple of changes since the last reading. Language has been added to paragraph 6 of the Agreement regarding disclosures of Mr. Millheim's employment. In paragraph 4 a subsection "f." was added dealing with a cell phone and service plan for Mr. Millheim. The only other change made was to the vacation time. Eighty hours of vacation time will be credited to Mr. Millheim at the time of signing.

Mayor Harbertson stated Mr. Millheim is excited about the prospect of working for Farmington City and hopes to be able to make a difference and be able to live in the community.

Motion

Rick Dutson moved to authorize Mayor Harbertson to sign the Employment Agreement making Dave Millheim the new City Manager. The motion was seconded by **Sid Young** and passed with all Council Members voting in favor.

BURKE LANE NAME CHANGE ISSUE

Mayor Harbertson shared a phone message he had received from Mike Romney who has lived on Burke Lane for the past 30 years. Mr. Romney indicated in his message that he had been out of town and did not receive notification of the City Council Meeting in which the Burke Lane name change issue had been discussed until he returned home from a trip after the meeting. Mr. Romney expressed his desire to not change the name of Burke Lane to "Station Parkway" but to leave it as it is. There are only three houses on this section of Burke Lane – Mr. Romney's, Rick Johnanson's and a vacant home owned by Helge Nielson.

The Council brought up that it is on the City's Master Plan to build a road in front of Mr. Romney's home; that it has always been part of the Master Plan. The "Station Parkway" road will not only come down in front of Mr. Romney's home but also continues to the south on the other side of Park Lane. The Council expressed that it is too bad decisions adversely affect some people, but felt like proper notification was made and that the decision had already been made. The only portion

that will remain as "Burke Lane" is the portion west of Mr. Romney's property where the railroad tracks are crossed.

ROAD TO THE NORTH

Mayor Harbertson placed a phone call to the City Engineer, Paul Hirst, during the meeting to discuss issues on the "Road to the North" project. Mr. Hirst wanted direction as to who procedurally should be his contact during the transition period of Max Forbush retiring and the hiring of a new City Manager. Mr. Hirst stated there are some items that were not in the original bid that need to be done by the contractor. He said the dollar amount would not be excessive. Mayor Harbertson told him he would be the contact and to keep him informed of the progress and any issues, and he would relay the information onto the City Council.

FUEL BREAK ROAD ISSUE - DOUG ALLEN

Council Member Sid Young reported he had met with Mr. Doug Allen regarding acquiring some of his property to solve the access problem on the fuel break road located along Farmington's east bench. Mr. Young said Mr. Allen is willing to sell some of his property to the City and is willing to work with the City. Mr. Allen is an architect and had shown drawings to Mr. Young on how he thought the road should be designed.

Mr. Young stated he had called Paul Hirst and reported to him regarding the meeting with Mr. Allen and that Mr. Hirst was excited about Mr. Allen's ideas. With Mr. Allen's proposal the well house would be just above the road. A better access needs to be build that would span the ravine. Mr. Allen has blocked off access to the existing fire break road with large rocks making it impossible to get by. Mr. Young said Mr. Allen is willing to work with the City.

Mayor Harbertson asked Mr. Young to set up a meeting with Mr. Allen, Paul Hirst, Dave Millheim, the new City Manager, and himself for some time next week.

ADJOURNMENT

A motion to adjourn the meeting was made by **John Bilton** and seconded by **Cory Ritz.** All Council Members present voted in favor and the meeting adjourned at 8:50 a.m.

_____

Margy L. Lomax
City Recorder

Agenda Item 3

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

S U B J E C T: Introduction of new City Manager and his Family/ Administration of Oath of Office

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

Mayor Harbertson will introduce the Dave Millheim, the new City Manager. Margy Lomax will perform the administration of the Oath of Office.

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

Agenda Item 4

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

SUBJECT: Planning Commission Report

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

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

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

FARMINGTON

HISTORIC BEGINNINGS • 1847

Farmington City Planning Commission

November 10, 2010

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

AGENDA
PLANNING COMMISSION MEETING
November 10, 2010

Public Meeting at City Hall, 160 S. Main Street

Study Session: 6:30 p.m. – Conference Room 3 (2nd Floor)
Regular Session: 7:00 p.m. – Council Chambers (2nd Floor)

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

(7:00) 1. Minutes

(7:05) 2. City Council Report

ZONING TEXT AMENDMENT

(7:10) 3. Farmington City – City staff is presenting a first draft of a proposed demolition permitting ordinance for the Commission's consideration and comment. (ZT-6-10)

OTHER BUSINESS

(7:25) 4. Miscellaneous, correspondence, etc…

a. West Davis Corridor Update
b. Miscellaneous Correspondence
c. Other

5. Motion to Adjourn

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

Posted November 5, 2010

Glenn Symes

Glenn Symes, AICP
Assistant City Planner

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PHONE (801) 451-2383 FAX (801) 451-2747
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DRAFT

FARMINGTON CITY PLANNING COMMISSION MEETING

Wednesday, October 27, 2010

PLANNING COMMISSION STUDY/WORK SESSION

Present: *Chairman Jim Young, Vice Chairman Randy Hillier, Commission Members Steven Andersen, Rick Draper, Nelsen Michaelson, and Michael Wagstaff, Alternate Commission Member Michael Nilson, City Planner David Petersen, Assistant City Planner Glenn Symes, and Recording Secretary Cynthia DeCoursey. Alternate Commission Member Brett Anderson was excused.*

Chairman Jim Young opened the meeting at 6:35 p.m.

(Agenda Item #1) – Approval of Minutes

There was one minor amendment to the minutes.

(Agenda Item #3) – Brad Pack – (Public Hearing) – Applicant is requesting a recommendation of approval for a schematic subdivision consisting of 8 lots in two phases on property located at approximately 453 West Glovers Lane. (S-9-10)

Glenn Symes distributed a corrected version of this item and said there are 7 one-acre lots in two phases rather than the 8 lots previously shown in the staff report. The Commission discussed concerns which may be raised by residents in the area, including the width and length of the road, drainage issues, and the covenants and/or restrictions which will be required. The developer will pave the street and install curb and gutter on the east side of the street, and the individual owners of the lots on the west side of the street will be responsible for installing curb and gutter.

(Agenda Item #4) – Davis County – (Public Hearing) – Applicant is requesting approval of a site plan and conditional use permit for the construction of an administrative/library building as well as the relocation and reconstruction of the Children's Justice Center on property located at 99 South Main Street. (C-10-10)

Glenn Symes reported that he has not had any calls/comments from residents regarding this proposal, and he gave a brief overview of the changes the County has made.

PLANNING COMMISSION REGULAR SESSION

Present: *Chairman Jim Young, Vice Chairman Randy Hillier, Commission Members Steven Andersen, Rick Draper, Nelsen Michaelson, and Michael Wagstaff, Alternate Commission Member Michael Nilson, City Planner David Petersen, Assistant City Planner Glenn Symes, and Recording Secretary Cynthia DeCoursey. Alternate Commission Member Brett Anderson was excused.*

Chairman Young welcomed guests from Davis County, including Commission Member **Bret Millburn** and Project Manager **Barry Burton**, and members of the community, including two Boy Scouts and their leader from Troop 278.

Approval of Minutes – (Agenda Item #1)

Motion

Steven Andersen made a motion to approve the minutes of the October 13, 2010 Planning Commission Meeting with one amendment. The motion was seconded by **Michael Nilson**, and it was approved by Commissioners **Hillier**, **Andersen**, **Draper**, and **Nilson**. Commissioners **Jim Young**, **Michael Wagstaff**, and **Nelsen Michaelson** abstained because they did not attend the meeting.

City Council Report – (Agenda Item #2)

Glenn Symes said the City Council approved a minor lot line adjustment in the Silverwood Subdivision and a plat amendment to the Farmington Bay Business Park Subdivision at their October 19th meeting.

Brad Pack – (Public Hearing) – Applicant is requesting a recommendation of approval for a schematic subdivision consisting of 8 lots in two phases on property located at approximately 453 West Glovers Lane. (S-9-10) (Agenda Item #3)

Background Information

Glenn Symes reported that **Brad Pack** is requesting approval of a minor 7-lot schematic subdivision which will be separated into two phases, and the first phase will include the northern three one-acre lots. The underlying zone is AE with a minimum lot size requirement of one acre if the subdivision is not a conservation subdivision. One concern is that the City's standard for the length of a dead-end street is 1000 feet, and the entire length of this proposed street is still to be determined. Additional concerns may need to be resolved when Phase 2 is reviewed.

Brad Pack, 580 East 400 North, Bountiful, Utah, said the development of this property will also service residents who currently use the road in west Farmington. He intends to run the sewer line south to Glovers Lane and continue it to the light industrial park.

Public Hearing

Chairman Young opened the public hearing at 7:20 p.m.

Richard Hodson owns property at 433 West Glovers Lane and said he does not have an objection to this subdivision. He has a horse pasture adjacent to the property, and he expressed concern about children in the area who may crawl through the barbed wire fence. He also said the Weber irrigation water in the area is not properly maintained.

Eva Gisseman, 465 West 1025 South, said she does not have a problem with progress and change in this area. She presented a packet of pictures of a development in West Bountiful and urged the Commission and Farmington City to require a quality development such as MillCreek Meadows. She expressed concern regarding drainage issues in the area and said she believes that their farming lifestyle may be threatened by the complaints of future land owners who may not approve of the sounds and smells of farm animals.

Brad Pack confirmed that he will include restrictive covenants, and he would not have a problem including information regarding the farming/rural lifestyle.

Dee Larsen said he owns four acres on Doberman Lane. He also urged the Commission to ensure that future owners are aware of the country lifestyle and said he is concerned about the status of his Weber irrigation shut-off valve.

David Petersen said one of the conditions for approval of this project is that the applicant will work with the City and other agencies to address any outstanding issues with regard to fencing and drainage issues.

Chairman Young closed the public hearing at 7:45 p.m. He pointed out that this development will bring tremendous value to the adjacent property owners. Following a brief discussion, the following motion was made:

Motion

Nelsen Michaelson made a motion to recommend to the City Council approval of a schematic subdivision consisting of seven (7) lots in two (2) phases on approximately 9.5 acres of property located at 453 West Glovers Lane with the following conditions:

1. The applicant continues to work with the City and other agencies to address any outstanding issues remaining with regard to a schematic approval, fencing, and drainage issues.
2. The applicant must have approval of an extension to a dead-end road as set forth in Title 12, Chapter 7 of the Farmington City Subdivision ordinance if it is determined that such an extension is required for the proposed roadway layout.
3. Any issues related to the approval of a potential flag lot must be addressed with the approval of the minor subdivision plat associated with Phase 2 of this project.

The motion was seconded by **Michael Wagstaff** and was unanimously approved.

Findings for Approval

1. The proposed schematic subdivision is in substantial compliance with all subdivision and zoning requirements for a schematic subdivision approval including:
    a. A completed application;
    b. Minimum lot sizes as set forth in the AE zone;
    c. Description and preliminary layout of utilities and other services required;

d. Standard roadway widths and side treatments.

2. The proposed subdivision is desirable in that the platting of the property in this area will provide a cleaner description and record of the properties and residences in the subject area.

Davis County – (Public Hearing) – Applicant is requesting approval of a site plan and conditional use permit for the construction of an administrative/library building as well as the relocation and recon-struction of the Children's Justice Center on property located at 99 South Main Street. (C-10-10) (Agenda Item #4)
Background Information

Chairman Young made an opening statement and said Farmington City is grateful to have Davis County in their downtown area. The proposed buildings are a major improvement to the current County campus, and the County made several modifications to their initial plans which include a natural stone exterior, the addition of a colonnade, more aesthetically pleasing colors, better landscaping, and lighting which will compliment the current downtown lighting. He encouraged the public to share their ideas but asked them to be brief and to refrain from redundancy.

Bret Millburn expressed appreciation to the Planning Commission and asked **Kevin Blaylock**, of Blaylock & Partners to provide an overview of the County's proposal. **Mr. Blaylock's** presentation included information regarding the exterior lighting, signage and materials which will be used for the Administration/Library building and the Children's Justice Center. The layout of the parking areas and the landscaping of the entire campus were also shown.

Public Hearing

Chairman Young opened the public hearing at 8:15 p.m.

Craig Chambers, 132 West 3500 South, Bountiful, said he and his wife own the four-plex apartment building located south and slightly west of the Children's Justice Center. When it rains, there are water problems in the cul de sac because there is only one drain. The water runs into the current Davis County parking lot and then drains into the empty field. He said the single storm drain cannot handle the amount of water, and he is concerned that the concrete fence will cause his basement apartments to fill with water.

Annette Tidwell, 67 West 100 North, member of Farmington City's Historic Preservation Commission, said they feel that not enough attention has been given to Farmington residents who own property adjacent to the County property. The Commission also feels that the proposed building of glass and chrome does not enhance the existing Courthouse building.

Rebecca Mann asked what the County plans to do with the old courthouse. **Bret Millburn** responded that the County will maintain and keep the front third of the building, and they plan to renovation it at some time in the future. It will require a seismic upgrade which will be an expensive endeavor. They currently have no plans for either the 1957 addition or the 1978 addition, but both may be demolished at some point. When the new Administration/Library Building is complete, the USU Extension offices and facilities departments will remain in the Courthouse building.

Tyler Seamons, 106 South 100 East, said his home is located adjacent to the southern portion of the County's property. He said the proposed 6-foot fence on the south property line will block his daughter's bedroom window, and he asked if the County would consider a 4-foot fence along his property line. He is concerned about traffic in the area and asked for the County's assistance.

Bret Millburn responded that he believes traffic will decrease. It will be the heaviest during construction, but all of the traffic from the health department is gone. There will be approximately 215 County employees on the campus when construction is finished, but the number of patrons per day varies greatly, and there is no way to predict that number.

Brandon Arrington, owner of a Physical Therapy business on 100 East south of Chevron, asked if the parking spaces currently located on the west side of 100 East would be moved or if they would remain. He said delivery trucks for the Chevron continually block his handicapped parking space and some of his other parking spaces. **Kevin Blaylock** said the diagonal parking would remain, but he predicted that the spots may be vacant more often because of the library being moved from the current location. There was a brief discussion of the parking deficit which will occur during construction, and the County may consider shuttling employees from the fairgrounds to downtown Farmington.

Chairman Young closed the public hearing at 8:45 p.m.

Motion

Michael Nilson made a motion to approve the conditional use and site plan for the construction of a Davis County Administration/Library Building on property located at approximately 99 South Main Street as well as the Children's Justice Center located on property located at approximately 100 South and 100 East with the following conditions:

1. The applicant completes all requirements for site plan approval as well as all on-site and off-site improvements to comply with City Engineer, Public Works, Fire Department, Planning Department, Storm Water Official, Central Davis Sewer District, and Benchland Water District.
2. All landscaping shall be installed as shown on the approved site plan. The applicant must provide a detailed landscape plan as per City ordinance for review and approval by City staff.
3. A lighting plan be completed, submitted and approved by staff.
4. A development agreement must be approved by the City Council—including, but not limited to, utilities, road reconstruction and mitigation, temporary parking, fees, inspections and on-site detention.
5. All SWPPP requirements must be met and addressed as required by the City's Storm Water Official.
6. Appropriate demolition permits must be approved prior to the demolition of any structure on the site. Once the demolition permit has been approved, 10 days will be given to the Farmington City Historic Preservation Commission for inspection and documentation of the buildings.
7. The applicant must apply for a truck haul route permit from the City, if necessary. No truck or construction traffic shall use any local street (including south Main Street) in going to or coming from the site in nearby residential neighborhoods.

8. On-site detention may be necessary if the City Engineer deems that additional impervious surface is added to the site.
9. The applicant shall submit a tentative construction phasing plan to the City.

The motion was seconded by **Nelsen Michaelson**, and it was unanimously approved.

Findings for Approval

1. The proposed use of the particular location is necessary and desirable and provides a service which contributes to the general well being of the community;
2. The proposed use complies with all regulations and conditions in the Farmington City Zoning Ordinance for this particular use;
3. The proposed use conforms to the goals, policies, and principles of the Comprehensive General Plan;
4. The proposed use is compatible with the character of the site, adjacent properties, surrounding neighborhoods and other existing development;
5. The location provides or will provide adequate utilities, transportation access, drainage, parking and loading space, lighting, screening, landscaping and open space, fire protection, and safe and convenient pedestrian and vehicular circulation;
6. The proposed use is not detrimental to the health, safety and general welfare of persons residing or working in the vicinity and does not cause:
    a. Unreasonable risks to the safety of persons or property because of vehicular traffic or parking;
    b. Unreasonable interference with the lawful use of surrounding property; and
    c. A need for essential municipal services which cannot be reasonably met.

Miscellaneous, correspondence, etc. (Agenda Item #5)

- **Correspondence from residents of Shepard Creek, Rose Cove and Farmington Crossing neighborhoods**

David Petersen referred to several letters included in the staff report and said Farmington residents who live in the Shepard Creek, Rose Cove and Farmington Crossing neighborhoods are concerned about the lack of access roads in these housing areas. They feel that additional roads are necessary in the event of an accident, including fire and gas leaks. He used a map to pinpoint the areas of concern and to show possible locations where access points could be added. There was a brief discussion regarding possible remedies, and **Mr. Petersen** said staff would like to obtain input from the City Council prior to making a decision on how this issue might be resolved.

ADJOURNMENT

DRAFT

Motion

Steven Andersen made a motion to adjourn the meeting which was seconded by **Nelsen Michaelson** and unanimously approved. The meeting was adjourned at 9:00 p.m.

_____

Jim Young, Chairman
Farmington City Planning Commission

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 will be a review of City Council agenda items.

FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, November 2, 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. Planning Commission Report

7:20 4. Report/Action regarding Landscaping Plan at Farmington Ranches Neighborhood Park

PUBLIC HEARINGS:

7:30 5. Public Hearing: Consideration of Request to Rename parts of Burke Lane from I-15 west to 1875 West Street from Burke Lane to Station Parkway and Red Barn Lane

7:40 6. Public Hearing: Consideration of Jared May, et al, petition to vacate a portion of 1000 North Street right-of-way from "Compton Road" (300 West) to approximately 200 West on south side of street

PRESENTATION OF PETITIONS AND REQUESTS:

7:50 7. Request to vacate unused right-of-way within Park Lane Commons Development-The Haws Company

7:55 8. Consideration of Request to Vacate P.U.E. Easements on Eric Larson's property on Lot 48 of Farmington Ranches East Subdivision

8:00 9. Consideration of Cory and Heidi Ritz Request to:

- Vacate public utility easement on Lots 1 and 2 of Ritz Subdivision
- Approval of Boundary Line Adjustments to Lots 1 and 2
- Consideration of Waiver Request of Open Space Requirement

SUMMARY ACTION:

8:10 10. Minute Motion Approving Summary Action List

- Ratification of Approvals of Construction & Storm Water Bond Agreements.
- Approval of Lease Extension of old Shop Building with CenterCal
- Ratify City Manager's approval of Change Orders 13 and 14 of City Hall project
- Authorization to support UTA's application for Federal Funding to pave balance of D&RGW "rails to trails" project through Farmington.
- Approval of PEHP Dental Coverage Agreement

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS

8:15 11. Consideration of Resolution taking Eminent Domain Action to acquire future road property across E&H Land in the west Farmington area

8:20 12. Amendment to Development Agreement with Station Park - CenterCal Properties

8:25 13. Agreement with Station Park CenterCal regarding Clark Lane re-surfacing and Related matters

8:30 14. Review of City Council discussion regarding Station Parkway Improvements and related matters during the October 5 City Council Meeting

8:35 15. Resolution for the "pick up" of requirement member contributions for all Eligible Employees who are required to participate in Utah Retirement Systems by Farmington City

OLD BUSINESS:

8:40 16. Consideration of Policy regarding Small Improvement Projects

NEW BUSINESS:

8:50 17. City Manager's Report

- Fire Chief Selection Process
- Recommended Appointment of new City Recorder
- LOMR Request for Steed Creek

GOVERNING BODY REPORTS:

9:00 18. Mayor Harbertson & City Council Reports

- Announcement of newly appointed City Manager
- Report on meeting with residents from Farmington Creek Estates Regarding street lighting

MISCELLANEOUS:

9:10 19. Miscellaneous

a. Miscellaneous items.

b. Minute motion adjourning to closed session, to discuss strategy related to the acquisition of real property and pending litigation

NOTICES OF COMMUNICATION

9:20 20. Items of General Correspondence

9:30 **ADJOURN**

DATED this 29th day of October, 2010.

FARMINGTON CITY CORPORATION

By:_____
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.

Planning Commission Staff Report
November 10, 2010

Item 3: Preliminary Review of Proposed Demolition Permit Ordinance

Public Hearing:	No
Application No.:	ZT-6-10
Property Address:	N/A
General Plan Designation:	N/A
Zoning Designation:	N/A
Area:	N/A
Number of Lots:	N/A
Property Owner:	N/A
Agent:	Farmington City

Request: *City staff is presenting an initial draft of a demolition permitting ordinance for the Commission's review and comments.*

Background Information

Farmington City planning staff has already completed work on several major ordinances over the past two years and is in the process of working through several others. This particular ordinance is one that is frequently discussed by the City's Historic Preservation Commission. Now that Chapter 39, the City's Historic Buildings and Sites ordinance, is in place and being used, a logical next step is to ensure that structures that are not on the list are properly permitted and documented prior to demolition.

This ordinance has several major sections. First are the requirements for an actual demolition permit. While the City does currently have a process for the permitting of the demolition of existing structures, there are several elements missing. Notably missing from the requirements is the documentation of the structure's age, use, size and type of construction as well as the documentation of any historic contributions the structure may have had in the community. Within this section is an actual codification of the ability of the FCHPC to not only document the structure but to take the necessary steps to have the structure listed as a Historic Resource if it qualifies. This proposal allows the FCHPC to address a potential Historic Resource with more urgency than it may have planned for previously.

The second major section of the proposed ordinance is the post-demolition plan. This section is designed to require any property owner in the City to have a plan for how the property on which the demolished structure sits would be used and cared for after the demolition occurs. The requirements

are separated into categories of residential and non-residential and short-term or temporary and long-term or permanent permitting. The simplest demolition of any sort of a significant structure would be the demolition of a home. If a property owner wishes to demolish an existing home and rebuild another on the same property, very little in the way of a post-demolition plan is required. For the permanent demolition of a residential structure or the demolition of a non-residential structure accessory to a residential use, a plan must be submitted for review and approval by the City. This permit includes the demolition of an existing accessory structure such as a barn or shed or the removal of a home on an adjacent lot purchased by a homeowner.

The second part of the post-demolition plan is for non-residential structures that would include commercial, industrial or governmental buildings. As the ordinance is proposed, a structure over 20,000 square feet or a structure on property larger than 5 acres would require a post-demolition plan to be approved by the Planning Commission. Non-residential structures smaller than 20,000 square feet or structures on property smaller than 5 acres must have the post-demolition plan approved by the Zoning Administrator. Section 104 (2)(a)(3) sets forth standards for the approval of a post-demolition plan for use by both the Planning Commission and Zoning Administrator. Section 104 also allows for the request of a waiver by a property owner as well as an exception for dangerous conditions and the appeal procedure.

The last two major sections of the ordinance are a requirement for compliance with all of the other agencies involved in the demolition of a structure and enforcement and penalty for non-compliance. The requirements for compliance and coordination with other agencies are similar to and modeled after the current requirements set forth in the Utah State Code and the building code. The enforcement section remains to be completed. The draft proposed simply refers to Chapter 38 of the City's Zoning Ordinance. City staff is currently working with the City's attorneys with regard to both the general language and layout of the ordinance and the enforcement issues specifically.

Supplemental Information

1. Draft Demolition Permit Ordinance

DEMOLITIONS

11-99-101 Purpose
11-99-102 Definitions
11-99-103 Demolition Permitting
11-99-104 Post-demolition Plan Required
11-99-105 Compliance with Other Entities, Codes and Ordinances
11-99-106 Enforcement

11-99-101 Purpose

The purpose of this Ordinance is to set forth guidelines and requirements for the full and partial demolition of residential and non-residential structures within the City. In addition, this ordinance shall ensure that Farmington's established and potentially historic structures are not demolished without proper review and approval. This ordinance shall also set forth a post-demolition plan for the removal of any structure to ensure that remaining land and/or structures are maintained and to ensure that the same shall not become a hazard to the health, safety and general welfare of the public.

11-99-102 Definitions

Permanent Demolition. A demolition shall be considered permanent if the duration between the demolition of the existing structure and the commencement of the construction of any future structure or further site development is more than six (6) months.

Temporary Demolition. A demolition shall be considered temporary if the duration between the demolition of the existing structure and the commencement of the construction of any future structure is less than six (6) months. If the duration between the demolition of the existing structure and the commencement of the construction of a future structure extends beyond six (6) months, the demolition shall be considered permanent and the applicant must submit a post-demolition plan for a permanent demolition as set forth in Section 11-99-104.

11-99-103 Demolition Permitting

(1) Approved Demolition Permit Required. An approved demolition permit must be issued by the City's Community Development Department prior to the demolition of any structure. The completed application for a demolition permit shall contain the following items:

(a) A completed building/demolition permit form as issued by the City's Building Department;

(b) Signature affidavit of the owner of the structure to be demolished if other than the applicant;

(c) A description of the type of work to be performed under the permit including the date and duration of the proposed demolition;

(d) A description of the structure proposed for demolition including but not necessarily limited to;

1. Address;
2. Approximate year of construction;
3. General use of the structure;
4. Type of building construction;
5. Approximate square footage;
6. Number of stories and number of residential dwelling units (if applicable); and
7. Description of any known historic contributions to Farmington City or Davis County.

(e) Methods of demolition and disposal/recycling;

(f) Post-demolition plan as set forth in Section 11-99-104 of this Ordinance;

(g) All information, plans, licensing, and reports required by the Farmington City Building Department in association with a building/demolition permit; and

(h) All fees required for the issuance of a demolition permit.

(2) Historic Preservation Commission Review. The Farmington City Historic Preservation Commission (FCHPC) shall review all demolition permits for residential and non-residential structures within the OTR (Original Townsite Residential) zone as well as for any structure fifty (50) years old or older. If the FCHPC finds that the structure proposed for demolition may meet the standards established to be included as a Historic Resource on either the Farmington City Historic Sites List or the Historic Landmarks Register as set forth in Title 11, Chapter 39 of the Farmington City Zoning Ordinance, the Zoning Administrator may withhold the issuance of the demolition permit to allow the FCHPC the time necessary to gather information and initiate proceedings for the designation of the structure as a Historic Resource. If the structure proposed for demolition does not meet the qualifications for designation as a Historic Resource but is within the OTR zone or at least fifty (50) years old, the FCHPC may submit recommendations regarding changes to the demolition permit application for consideration by the Zoning Administrator.

11-99-104 Post-demolition Plan Required

No demolition permit shall be issued without a post-demolition plan approved by the Zoning Administrator or Planning Commission as set forth in the Section.

(1) Residential Structures.

(a) Permanent Removal of the Main Residential Structure. If an applicant requests a demolition permit for the permanent removal of the main residential structure, a plan must be submitted setting forth the care and maintenance of the property including a landscape plan, weed and nuisance abatement plan, any additional

fencing proposed, any new uses including driveways, vehicle or equipment storage, sport courts including a lighting plan, reception or event area, or any other use that potentially alters the character of the zone in which it is located.

(b) Temporary Removal of the Main Residential Structure. If an applicant requests a demolition permit for the purposes of demolishing an existing residential structure and constructing a new main residential structure on the same property, a written description of the proposed maintenance of the property after the existing structure is demolished and prior to the commencement of construction for the new main residential structure shall be submitted and approved with the demolition permit.

(2) Non-residential Structures.

(a) Permanent Removal of Non-residential Structures.

1. For the proposed permanent or temporary removal of any non-residential structure larger than 20,000 square feet or for the permanent removal of a main structure on sites larger than 5 acres, a post-demolition plan must be approved by the Planning Commission.

2. For the proposed permanent removal of non-residential structures less than 20,000 square feet or for the permanent removal of a main or secondary structure on sites less than 5 acres, a post-demolition plan must be approved by the Zoning Administrator.

3. A post-demolition plan may be approved if the plan meets the following standards:

   a. The plan establishes the maintenance of the property in such a way that the removal of the main structure will not create a negative visual impact or a nuisance as defined in Title 7, Chapter 2 of the Farmington City Code;

   b. The plan does not promote uses that are not permitted or otherwise illegal such as, but not limited to, vandalism; parking of vehicles for sale; dumping of garbage or other refuse material; off-road vehicle use; "cut-through" traffic; dust pollution; unmitigated standing water; or the storage of construction equipment, boats, RVs, trailers, etc.;

   c. The plan maintains the site in such a way that future development as per the underlying zone is promoted;

   d. The plan includes an overall grading plan eliminating any large holes or depressions in the site that may be a result of the removal of the structure;

   e. Mitigation of any other site-specific condition or hazard that the Planning Commission or the Zoning Administrator determines may result in an unreasonable risk to the health, safety, or general welfare of the public if left unmitigated. Findings shall be established with either the approval or denial of the post-demolition plan setting forth the risks and mitigation measures associated with the site-specific condition or hazard.

(c) Temporary Removal of Non-residential Structures. If an applicant requests a demolition permit for the purposes of reconstructing a non-residential structure less than 20,000 square feet or on a site consisting of less than five (5) acres, a written description of the proposed maintenance of the property after the existing structure is demolished and prior to the commencement of construction for a new structure shall be submitted and approved with the demolition permit as set forth in the Section.

(3) Partial Demolitions of Residential and Non-residential Structures. The Zoning Administrator shall determine if a post-demolition plan is required for the partial demolition or remodel of either residential or non-residential structures.

(4) Waiver of Post-demolition Plan. An applicant may request a waiver to one or all of the standards set forth for the approval of a post-demolition plan by submitting a written request to either the Planning Commission or the Zoning Administrator as set forth in the Section. The applicant must demonstrate that the implementation of the standards for which the waiver is requested are not feasible or will otherwise create an unreasonable hardship. An alternative post-mitigation plan may be proposed and approved by the Planning Commission or Zoning Administrator as set forth in the Section provided that the alternative plan will not create an unreasonable risk to the health, safety, and general welfare of the public.

(5) Hazardous Conditions. In the event of a natural disaster, fire or other similar event or where immediate demolition and clearing of the land is necessary to remove hazardous conditions, the Zoning Administrator may temporarily or permanently waive the requirement for a post-demolition plan and allow for the immediate demolition of the structure.

(6) Appeal of Decision. An applicant may appeal the decision of either the Zoning Administrator or the Planning Commission as set forth in Section 11-4-109 of the Farmington City Zoning Ordinance.

11-99-105 Compliance with Other Entities, Codes and Ordinances

No demolition permit shall be issued without compliance with all codes and ordinance set forth by any entities that pertain to the demolition of a structure including, but not limited to:

(1) State of Utah and/or the Utah State Code;

(2) Davis County Environmental Health Services Division;

(3) Utah State Division of Air Quality;

(4) Farmington City Public Works; and

(5) All utilities including water, secondary water, sewer, power, gas, cable, and any other entity that holds an easement on or near the structure to be demolished which may be affected by the proposed demolition, site work or post-demolition plan.

11-99-106 Enforcement

The approval of a demolition permit and/or post-demolition plan shall constitute a final approval and shall be binding on any current and any future property owner for which the permit or plan was approved. The provisions of this Chapter shall be enforced as set forth in Chapter 38, Enforcement and Penalties, of the Farmington City Zoning Ordinance.

WEST DAVIS CORRIDOR

ALTERNATIVES DEVELOPMENT & SCREENING

The Utah Department of Transportation (UDOT), in cooperation with FHWA, is preparing an Environmental Impact Statement (EIS) for a potential transportation corridor in western Davis and Weber counties. In an effort to identify a solution that will benefit these areas, the West Davis Corridor Study is evaluating which options best meet the transportation needs while balancing community and environmental impacts.

The current phase of the study, "Alternatives Development & Screening," began in June 2010 after defining the project's purpose and need with input from local communities, agencies and other interested groups. This phase involves three steps:

Step I: Preliminary Alternatives Development

The first step of this phase was to prepare initial transportation options or "alternatives." These were developed based on your input and past studies and included various transit and roadway options. In August 2010, more than 500 members of the community participated in three open houses and provided additional ideas. A total of 398 comments were received and 46 alternatives were identified.

Step II: Level 1 Screening

Each alternative was analyzed to determine how well it met the project's purpose and need using the following criteria:

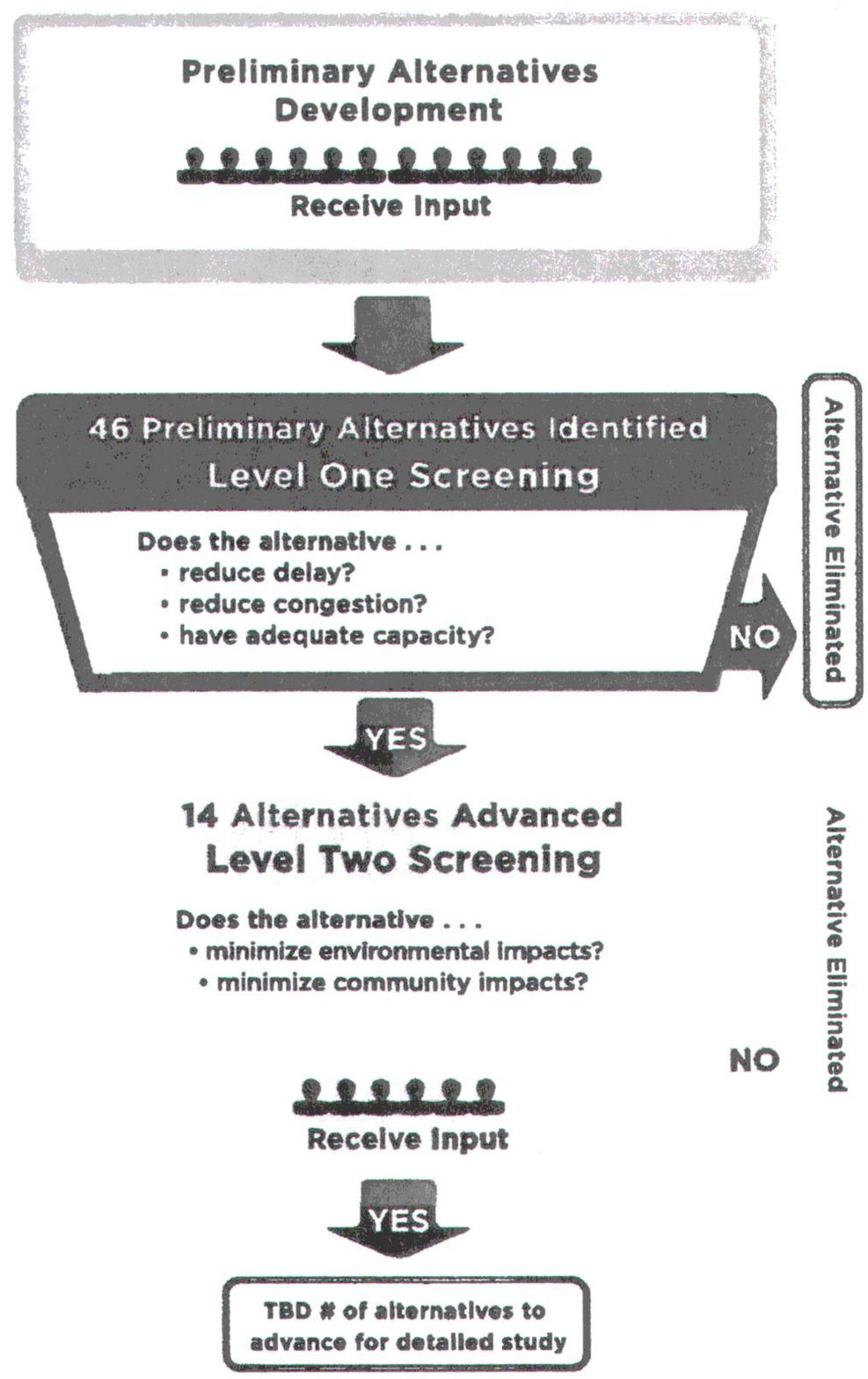
Level 1 Screening Criteria

- Reduce Delay
- Reduce Congestion
- Have Adequate Capacity

Based on these criteria, 32 alternatives were eliminated (or screened) and 14 were advanced for further review. **Visit the study website (udot.utah.gov/westdavis) to view the alternatives that passed Level 1 Screening.**

Step III: Level 2 Screening

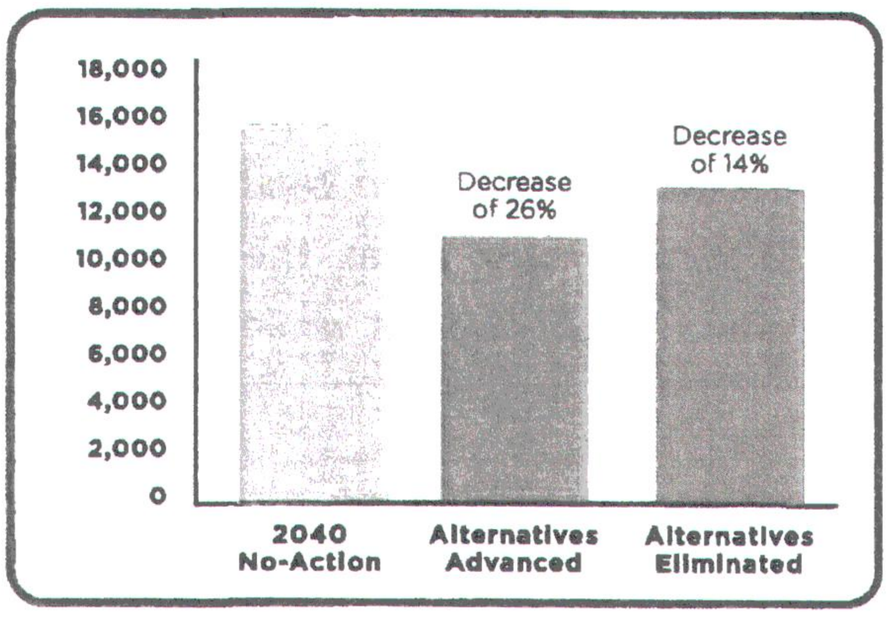
The final step in this phase is to evaluate which of the 14 remaining alternatives best meet the transportation need while minimizing community and environmental impacts. Only the alternatives that meet these criteria will be advanced for final consideration.



Level I Screening Results

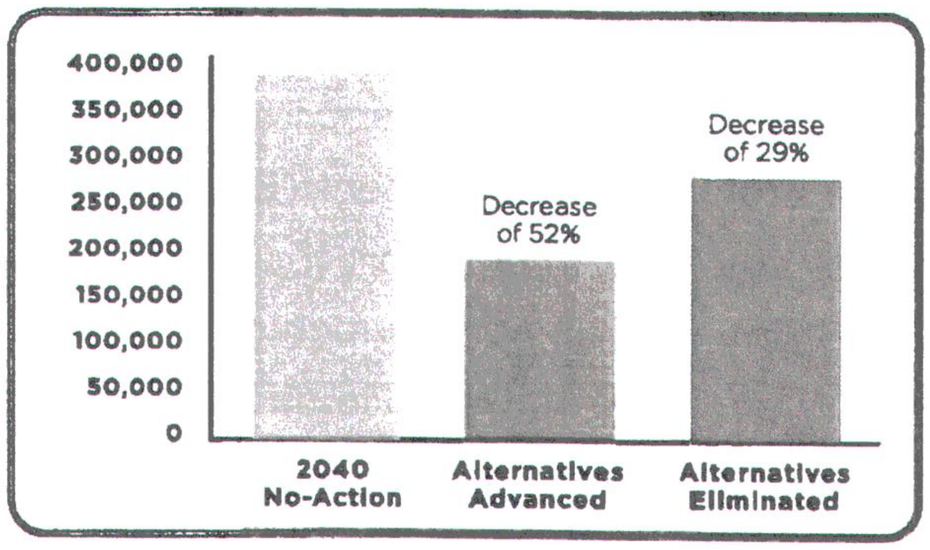
The following graphs show the results of the Level 1 Screening process. All numbers are based on estimated 2040 population and traffic data.

Daily Total Delay



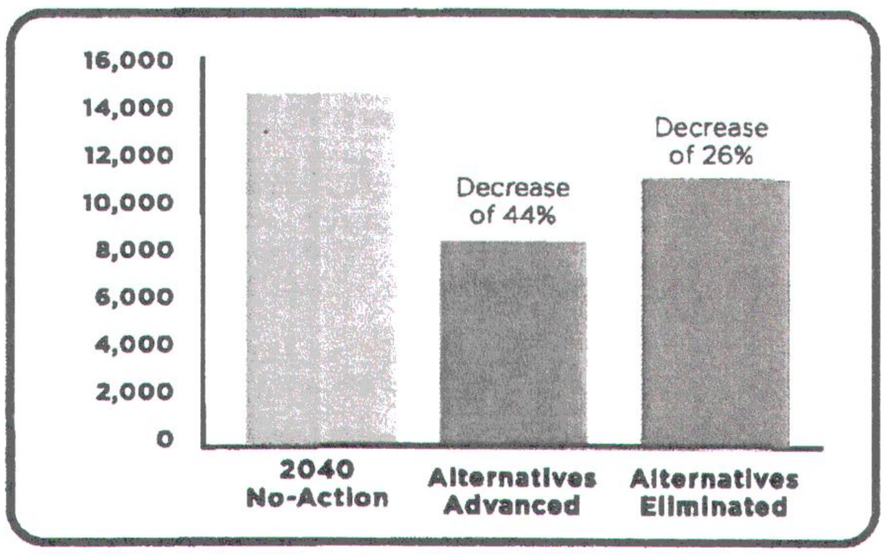
On average, the alternatives that passed Level 1 Screening decrease the daily hours of delay by 26 percent as compared to 2040 No-Action. Those that were eliminated reduce delay by an average of only 14 percent.

Vehicle Miles Traveled in Congestion



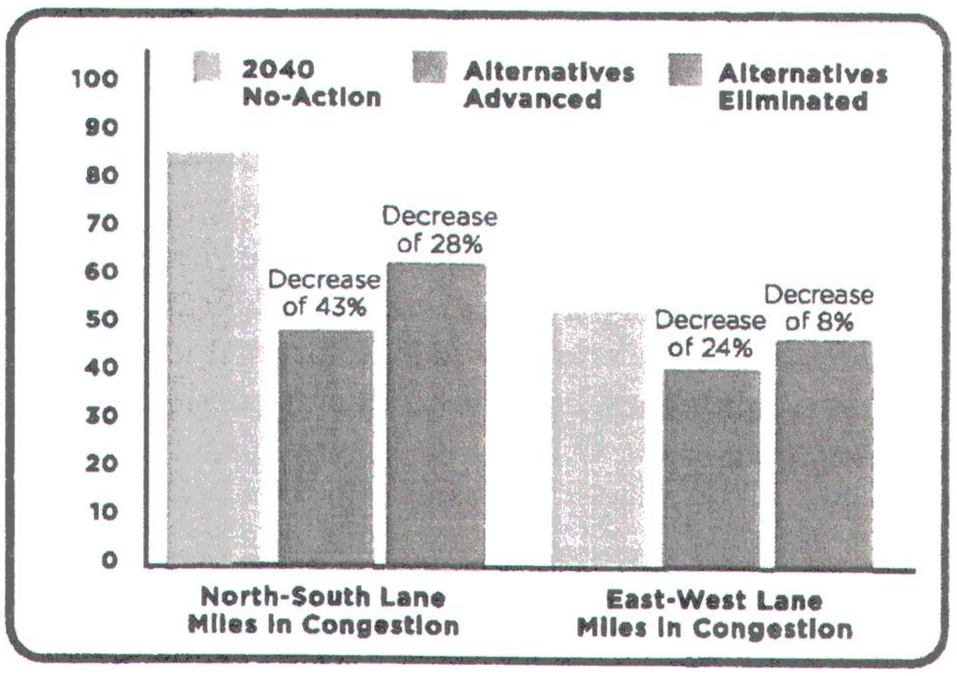
The advancing alternatives cut the number of miles traveled in congestion by almost half, while the eliminated alternatives resulted in a 29 percent average decrease from the 2040 No-Action option.

Vehicle Hours Traveled in Congestion



Compared to the 2040 No-Action alternative, the number of hours motorists spend in their vehicles during the peak period decreases by an average of 44 percent with the alternatives that advance, versus an average decrease of only 26 percent with the eliminated alternatives.

Lane Miles of Congestion



In both the north-south and east-west directions, the number of congested miles in 2040 during the peak period decreases significantly with the advancing alternatives.

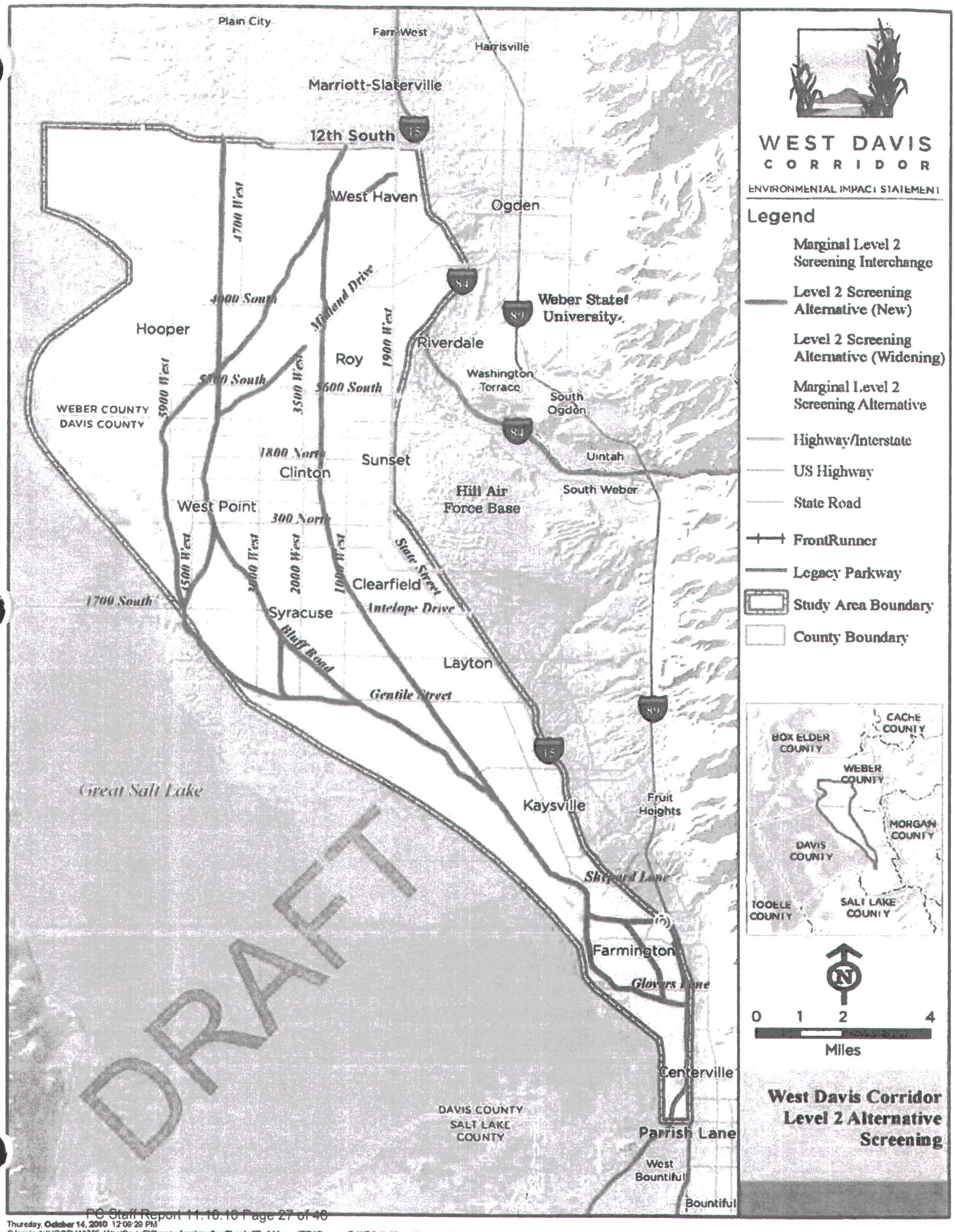
Visit the study website (udot.utah.gov/westdavis) to view a map of the 14 advanced alternatives.

HOW CAN I PROVIDE FEEDBACK?

Public open houses will be scheduled in February 2011 to receive your feedback on the alternatives that advance through the screening process. Your continued participation in this phase is critical to the success of the study. A final alternative will not be selected until the completion of the study.

For a copy of the Alternatives Development and Screening Process, visit **udot.utah.gov/westdavis** or call 877-298-1991. To provide comments on the screening process or other feedback regarding the study, call 877-298-1991, e-mail **westdavis@utah.gov**, or use the online comment form at **udot.utah.gov/westdavis**.

WEST DAVIS CORRIDOR
466 North 900 West Kaysville UT 84037 | 877.298.1991 | westdavis@utah.gov | www.udot.utah.gov/westdavis



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The New Urbanity: The Rise of a New America

Arthur C. Nelson

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The New Urbanity: The Rise of a New America

By
ARTHUR C. NELSON

The period from 2010 to 2030 will see as sweeping a change to America's metropolitan landscape as the half century after World War II. During the baby boom era, 1946 through 1964, about half of American households were raising children; in 2030, only about a quarter will be. Between 2010 and 2030, the increase in the number of single-person households will be more than double the increase in the number of households with children. A major reason is the aging of the boomers: in 2010, 13 percent of the population will be age sixty-five or over; but by 2030, 19 percent of the population will be. There will be changes in the kind of housing and neighborhoods that households prefer. More than half of all households will prefer housing in neighborhoods that comprise such "urbanity" attributes as transit accessibility; proximity to shopping and restaurants; mixed uses including mixed housing choices; and mixed incomes, ages, and ethnicities. Moving toward this new urbanity will require reconsideration of several policies with roots dating from the baby boom era.

Keywords: new urbanity; metropolitan development; new American city; demographic changes; housing preferences; housing markets

Between 2010 and 2030, American metropolitan areas will be transformed through "urbanity." While the word is not carefully defined, urbanity in this context means communities of mixed, interconnected land uses, especially residential ones, served by multiple transportation options. It implies higher residential densities and nonresidential intensities than seen currently. It also implies, largely, the end of the spatial expansion of metropolitan areas and a new era of infill and redevelopment.

Arthur C. Nelson is Presidential Professor and director of metropolitan research at the College of Architecture + Planning of the University of Utah. For the past thirty years, he has conducted pioneering research in growth management, urban containment, public facility finance, economic development, and metropolitan development patterns. His research and practice have led to the publication of fourteen books and more than two hundred other scholarly and professional publications.

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This will happen because the period from 2010 to 2030 will see the most remarkable change in America's built environment since the end of World War II. The changes will be driven by monumental demographic shifts coupled by important changes in housing preference. The landscape of the new American metropolis will be very different from the old one, as it must be to meet new needs. Along with these changes will come the rise of a new American metropolitan landscape, one that is decidedly more urbane than the present pattern. As will be seen, demographic shifts, changing tenure choices, and changing community preferences will require that virtually all new development in America will occur in advancing a new urbanity.

This article explores some of the major drivers behind the impending change and how policy may be needed to manage it. It starts with demographic changes, projects future housing demand by major housing type, speculates on changing tenure choices, and reviews policy options to facilitate new urbanity trends.

Demographic Shifts

The demographic profile of the United States is changing in several important ways, led by aging baby boomers and immigrants.[1] The focus here is on the aging "boomers" and secondarily on broad changes in household types that will drive future housing demand.[2]

The half century after World War II was dominated by the baby boom generation, the children born between 1946 and 1964. They will turn sixty-five between 2011 and 2029. Generally, for most years since about 1950, roughly half a million people turned sixty-five annually. By the late 1990s, the parents of the boomers had turned sixty-five, so for about a decade the number of people turning sixty-five fell to about a quarter million annually. The period from 2010 to 2030 will see an average of 1.6 million turning sixty-five annually, as illustrated in Figure 1.

The share of the population over sixty-five will also change dramatically, as shown in Table 1. Between 2010 and 2030, the share of the U.S. population over the age of sixty-five will grow from 13 to 19 percent, with the population in that age group growing from 40 to 72 million. The housing needs of elderly households will be different from those of households raising families.

The share of households with children also will change. The baby boom era gave rise to suburbs and along with them modern planning and zoning control (Nelson 2006). Suburbs were born of the need to accommodate tens of millions of new households with children; to advance this purpose, planning and zoning were used to create the uniquely American subdivision composed of single-family homes on individual lots (Duany, Plater-Zyberk, and Speck 2000). In the 1950s, most households were raising children: during the baby boom era, about half of American households were raising children; by 2030, only about a quarter will be (see Table 2). In contrast, single-person households will surpass households with children by 2030, for the first time in the nation's history (see Table 3). Clearly, the planning and zoning template devised by suburbs to accommodate childrearing may be misplaced from this point forward.

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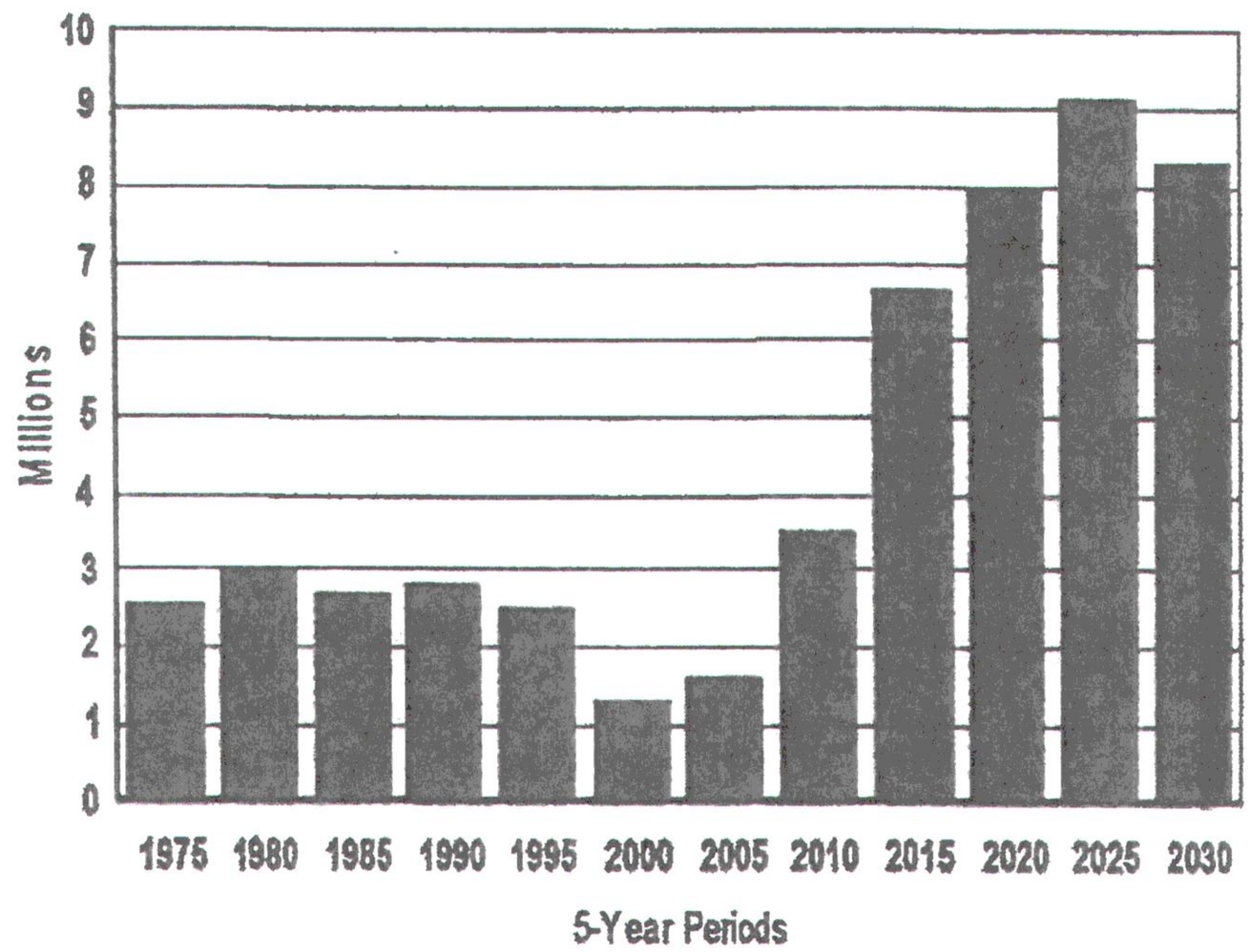
FIGURE 1
PEOPLE TURNING SIXTY-FIVE IN FIVE-YEAR INCREMENTS, 1970-2030



SOURCE: Arthur C. Nelson adapted from U.S. Census and Woods and Poole Economics (2008).

TABLE 1
POPULATION AND DISTRIBUTION BY AGE GROUP, 2010, 2020, AND 2030

Age Group	Population, 2010 (in thousands)	Share	Population, 2020 (in thousands)	Share	Population, 2030 (in thousands)	Share
Under 17	74,412	24%	80,781	24%	86,824	23%
18-24	31,010	10%	31,171	9%	34,497	9%
25-64	164,973	53%	175,235	51%	181,050	48%
65+	40,208	13%	54,833	16%	72,334	19%
Total	310,603		342,020		374,705	

SOURCE: Arthur C. Nelson, adapted from Woods and Poole Economics (2008).

More impressive is the distribution in the change of households over the period 2010 to 2030, shown in Table 4. While the nation will add about 27.7 million households during this period, fewer than 5 million, or just 17 percent, will include children. There will certainly be more children and more households with children in 2030 than in 2010, but their share of the total growth in households

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TABLE 2
DISTRIBUTION OF HOUSEHOLDS WITH AND WITHOUT CHILDREN, AND SINGLE-PERSON HOUSEHOLDS, 1960, 2000, AND 2030

Household Type	1960	2000	2030
Households with Children	48%	33%	27%
Households without Children	52%	67%	73%
Single-Person Households	13%	26%	28%

SOURCE: Arthur C. Nelson. adapted from U.S. Census and Woods and Poole Economics (2008).

TABLE 3
DISTRIBUTION OF HOUSEHOLDS BY TYPE 2000, 2010, 2020, AND 2030

Household Type	2000 (in thousands)	2010 (in thousands)	2020 (in thousands)	2030 (in thousands)
All households	105,480	120,289	135,072	148,024
Family households	72,111	81,616	90,952	98,911
Without children	37,629	46,086	53,236	58,767
With children	34,483	35,531	37,716	40,145
Nonfamily households	33,369	38,673	44,120	49,113
Single-person	27,175	31,903	36,850	41,507

SOURCE: Arthur C. Nelson adapted from Riche (2003), U.S. Census. and Woods and Poole Economics (2008).

will be small; 23 million (83 percent) of the net growth in total households will not have children in them. For their part, single-person households will account for more than a third of the growth, twice the growth in the number of households with children. Closer examination of Table 4 shows an even more pronounced trend for the period 2010 to 2020, with barely 2 million, or less than 15 percent of the growth, in households including children; single-person households will grow 2.3 times faster.

These population trends will have a significant impact on housing. Between 2010 and 2030, four in five new homes needed to accommodate household growth will be for households without children. The next section explores the kind of housing these households may prefer over the coming decades.

Housing preferences

As American society changes, what kind of housing will be desired? Not surprisingly, housing preference surveys routinely find that most people prefer single-family detached homes on large lots. I reviewed surveys conducted during the late 1990s and early 2000s by organizations whose clientele included development

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TABLE 4
DISTRIBUTION OF HOUSEHOLD CHANGE
BY HOUSEHOLD TYPE, 2010-2030

Household Type	Change, 2010-2020 (in thousands)	Share	Change, 2020-2030 (in thousands)	Share	Change, 2010-2030 (in thousands)	Share
All households	14,783		12,952		27,735	
Family households	9,336	63%	7,959	61%	17,295	62%
Without children	7,150	48%	5,531	43%	12,681	46%
With children	2,185	15%	2,429	19%	4,614	17%
Nonfamily households	5,447	37%	4,993	39%	10,440	38%
Single-person	4,947	34%	4,657	36%	9,604	35%

SOURCE: Arthur C. Nelson adapted from Riche (2003), U.S. Census, and Woods and Poole Economics (2008).

interests (Nelson 2006). Surveys typically found that between 15 and 19 percent of households preferred townhouses, while another 9 to 14 percent preferred condominiums. Among people over the age of fifty-five, one survey found that at least a quarter preferred townhouses over other housing options. Although most households prefer single-family detached units, 37 to 57 percent prefer such homes on small lots (defined as seven thousand square feet or less). Bolstering this latter finding is a stated-preference survey of metropolitan Atlanta households who were asked of their willingness to trade off smaller lots and cul-de-sac streets for more amenities (sidewalks, narrower connected streets, shops and services, parks, sense of community, etc.) (Levine 2005). Among those living in single-family detached neighborhoods, about 40 percent would trade large lots (in this case, larger than a quarter acre) for smaller ones possessing those amenities. It is important to note that these surveys were conducted at a time when baby boom households still had many children living at home, with retirement still a decade or more ahead.

The preference for housing types other than single-family homes on large lots is not trivial, as Table 5 shows. Indeed, perhaps 75 percent of all households prefer residential units that may support urban features such as transit accessibility and proximity to nonresidential uses.

Projecting demand and comparing to current supply

Demographic changes, changing neighborhood preferences, and widening housing choice preferences will influence the demand for new home construction over the next few decades, but how? Table 6 shows the distribution of housing in 2007 by attached, small-lot, and large-lot types; projects demand for these housing types based on the preference surveys synthesized in Table 5 for 2020 and 2030; and estimates the extent to which supply in each category needs to be adjusted.

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TABLE 5
SUMMARY OF HOUSING PREFERENCE SURVEYS

Housing Type	Detailed Share	Total Type Share
Attached		38%
Apartment	14%	
Townhouse	15%	
Condominium/Cooperative	9%	
Detached		62%
Small Lot	37%	
Large Lot	25%	
Total "new urbanity" preference (attached + small lot detached)		75%

SOURCE: Adapted from Nelson (2006).

To meet the emerging demand for the new urbanity, roughly 44.5 million new attached and small-lot detached units will need to be built between 2007 and 2020, but there were 27 million more large-lot units in 2007 than the market may need in 2020. Those units in excess supply will not go vacant but may signal widespread housing depreciation as supply of that niche exceeds demand by 40 percent or more. It is possible such housing in many suburban communities will become the principal source of affordable housing in their regions over the next generation. On the other hand, because the housing market will not produce more homes than are needed in aggregate, there will likely be an undersupply of attached and small-lot homes, thereby signaling housing appreciation of those homes as demand exceeds supply also by about 40 percent.

The effect of shifting demand in the face of current supply may be reflected in resale prices of homes. The National Association of Realtors (NAR) reports resale prices of single-family (including townhouse) and condominium/cooperative units. In 2006, for the first time since it began tracking this, condominiums/cooperatives matched the resale price of single-family homes. While the median national resale prices for both groups have fallen since 2006, the rate of decline for condominiums/cooperatives has been considerably less than that for single-family homes, as seen in Table 7. The rate of decline for single-family homes could be higher but for the category including townhouses.[3]

Changing Tenure Choice

The demand for owned versus rented housing will also change over the period 2010 to 2030. This is occasioned by demographic and institutional factors. Both will combine to see the home ownership rate fall from a historic peak of 69 percent in 2004 to perhaps 64 percent and arguably lower, though perhaps still above 60 percent.

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TABLE 6
PROJECTED HOUSING DEMAND COMPARED TO CURRENT SUPPLY

Residential Type	Supply 2007 (in thousands)	Demand Share	Demand 2020 (in thousands)	Difference, 2007-2020 (in thousands)	Demand 2030 (in thousands)	Difference, 2020-2030 (in thousands)	Difference, 2007-2030 (in thousands)
Attached, all types	39,093	38%	55,242	16,149	60,521	5,279	21,428
Small lot	25,337	37%	53,789	28,452	58,929	5,140	33,592
Large lot	63,773	25%	36,344	(27,430)	39,817	3,473	(23,957)
Detached total	89,110	62%	90,132	1,022	98,745	8,613	9,635
Total	128,203		145,374	17,171	159,267	13,892	31,064

SOURCE: Arthur C. Nelson adapted from American Housing Survey (U.S. Department of Housing and Urban Development 2008), U.S. Census, Woods and Poole Economics (2008), and Table 5.

TABLE 7
RESALE PRICES OF SINGLE-FAMILY AND CONDOMINIUM/ COOPERATIVE HOUSING UNITS, 2006-2008

Year	Single-Family Resale Price	Condominium/ Cooperative Resale Price
2006	$221,900	$221,900
2007	$217,900	$226,300
2008	$196,600	$209,800
Change	−11.4%	−5.5%

SOURCE: Arthur C. Nelson adapted from National Association of Realtors, http://www.realtor.org/research/research/ehsdata (accessed April 13, 2009).

Demographic influences

In the United States, it is customary for households to start off by renting; then buy a "starter" home; move up into large homes; and then, as they age, sell their homes and move into smaller ones, whether owned or rented. The life-stage trends illustrated in Figure 2 show propensities to buy or sell by five-year householder age cohort. When they make what is likely their first tenure choice, nearly 90 percent of young adults choose renting. As households age their propensity to rent decreases, while their propensity to buy increases. After about age seventy-five, though, when they relocate, the propensity of households choosing to rent increases to nearly 60 percent. Because roughly 5 percent of all elderly households relocate annually, and as their numbers will nearly double between 2010 and 2030, the aggregate demand for rental housing serving this group is likely to more than double (see Myers and Pitkin 2009 [this volume]).

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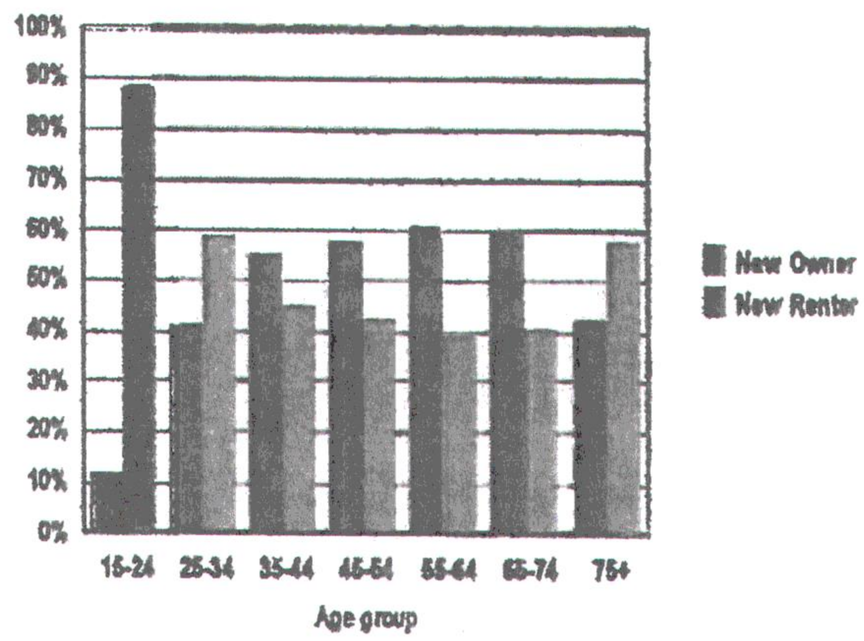
FIGURE 2
NEW OWNER AND RENTER PROPENSITIES WITHIN PAST FIVE YEARS BY FIVE-YEAR AGE COHORT



SOURCE: Arthur C. Nelson adapted from U.S. Census.

Institutional influences

There is another factor at work: changes in institutional willingness to facilitate home ownership. Housing finance experts whom I interviewed offer some interesting insights. Before about 2007, many mortgage lenders did not require income justification of applicants, pushed mortgages with low initial "teaser" rates that were designed to rise well above prevailing rates in about two years, accepted very low or no down payments, and were lax on the quality of appraisals used to support the value of the home for which a mortgage was sought.[4] Lenders sold bundles of mortgages, known as "mortgage-backed securities," to secondary markets such as Fannie Mae and Freddie Mac, foreign investors, and others. At the same time, developers oversupplied the market such that by 2007 there were more than 2 million more homes available than the market needed (see Figure 3). Excess supply depressed prices, so people who bought homes anticipating their ability to sell for higher prices found they could not. When millions of borrowers began to default on their mortgages, the secondary market for buying mortgage-backed securities all but disappeared. Commercial banks that were heavily leveraged in mortgage-backed securities failed. The lending industry responded by tightening credit, but this had the effect of reducing demand for homes, which pushed prices even lower. Nationally home values fell about 20 percent between 2007 and the end of 2008—and more than 40 percent in Florida and several southwestern states.

By 2009, lending practices had been tightened considerably. From now through 2020 if not longer, lenders are expected to scrutinize income justification

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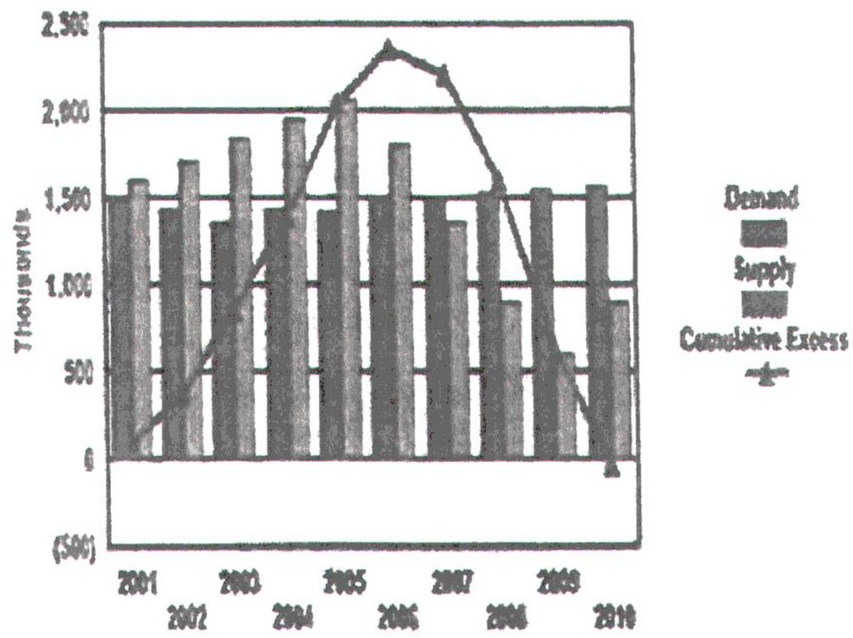
FIGURE 3
DEMAND VERSUS SUPPLY AND CUMULATIVE EXCESS OF NEW RESIDENTIAL PERMITTING



SOURCE: Arthur C. Nelson.

more carefully than during the 2000s, require traditional down payment amounts, offer only traditional mortgage packages that do not include teaser rates, require conservative home value appraisals, and in other ways reduce if not eliminate nontraditional lending. In the late 2000s, Congress also imposed new regulations on the home mortgage industry that tightened lending further. Only after private lenders tightened their underwriting practices and Congress imposed new regulations was the secondary market willing to reenter the mortgaged-backed securities market, and then only with the kind of high-grade mortgage portfolios seen prior to 2000. The lending environment that has emerged since the 2000s will likely make home ownership more difficult for the next generation.

These and other changes in lending practices will have four long-lasting effects at least to 2020 and likely far beyond. First, home ownership rates will fall from their historic peak of 69 percent in 2004 to perhaps about 64 percent or lower by the middle 2010s, which is where it was for thirty years between 1965 and 1995. Second, lending for "high-end" homes—those for which mortgages are more than the Federal Housing Administration cap for federally insured mortgages ($417,000 in 2009)—will come at higher cost and thus are not likely to be as plentiful as they once were; the overall effect will be to dampen the demand for higher-value homes. Third, to keep prices affordable for the fewer people who will be able to qualify for traditional mortgages, the size of homes will fall from their historic high of about twenty-four hundred square feet in 2007. And fourth, to keep costs per unit affordable given tightened mortgage lending, residential densities will increase. In many ways, however, all these changes comport with how the market is shifting anyway.

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Tenure choice projection

How will the home ownership rate be affected through 2020 and 2030? The past may be prologue. Home ownership ranged around 64 percent between the middle 1960s and the late 1990s. This was a time predating many of the exotic home purchase schemes available between the late 1990s and the late 2000s, reviewed above. One could see a return to this ownership rate as a consequence of reform in the mortgage lending industry. It is possible, however, that the ownership rate could fall to around 62 percent, considering both lending reform and demographic shifts. Table 8 illustrates how new housing production may need to adjust between 2007 and 2020 as it moves from 68 percent (in 2007) to 64 percent ownership; it also includes the prospect of moving to 62 percent ownership. The highlighted percentages indicate that between 2007 and 2020, roughly two-thirds to four-fifths of all new housing produced may need to be produced for renters, or many millions of homes owned in 2007 will need to become rental units, or a combination of both.

The New Urbanity

Demographic shifts, changing residential preferences, and emerging tenure adjustments will change America's housing markets, and so will emerging community attribute preferences. Consider the observation of a leading market analysis firm:

> [Survey r]espondents at most life stages, except for growing families, would be willing to accept a home with smaller square footage for one with a higher level of finish. Those with the highest acceptance are empty nesters and singles. Since the share of family households in the U.S. is shrinking, and the number of single-person and empty-nester households is increasing, the market for smart growth products appears to be growing. Similarly, interest in New Urbani[ty] . . . is strongest among those over age 60 and those under age 40. The desire to be close to a town center and be able to walk to shops, restaurants, and other amenities is strongest among those aged 50 and above because they value convenience and sociability. The aging of the population in general and the baby boomers in particular is further indication that the size of the market for these living circumstances is growing. The aging of the baby boomers is likely to influence the size of the market, as their impending change in life stage drives them to make different housing choices than in the past. Given increased awareness of smart growth and New Urbani(ty) . . . communities, shrinking household sizes, demonstrated preference by a growing portion of all buyer types for a more pedestrian-friendly product, shifts in the underlying economy and its impact on employment location and home location decisions, and the aging of the baby boomers, it is clear that the size of the market for [New Urbanity] . . . developments is increasing. (Logan, Siejka, and Kannan 2007, 5)

Echoing these observations are a series of surveys conducted in the 2000s that find that Americans' preference for neighborhood attributes is changing in important ways. The first was in 2004, in a survey commissioned by the National Association of Realtors and Smart Growth America. Figure 4 summarizes some of the key findings. Notably, a third to half of households desire neighborhoods

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TABLE 8
SHIFT IN NEW HOME CONSTRUCTION BETWEEN OWNER AND RENTER, 2007-2020

Tenure	2007	2020	Change 2007-2020 at 64 Percent Owner Rate	2020	Change 2007-2020 at 62 Percent Owner Rate
Total occupied units	110,692	127,842	17,150	127,842	17,150
Owner-occupied	75,647	81,819	6,172	79,262	3,615
Renter-occupied	35,045	46,023	10,978	48,580	13,535
Percentage owner	68	64	**36**	62	**21**
Percentage renter	32	36	**64**	38	**79**

NOTE: See text for explanation of bold data.
SOURCE: Arthur C. Nelson adapted from American Housing Survey for 2007 (U.S. Department of Housing and Urban Development 2008).

with transit accessibility, proximity to stores and restaurants, and mixed housing and households.

Handy et al. (2008) analyzed data from two representative samples of American households in 2003 and 2005. Those surveys described what is here considered a new urbanity community and included questions on respondents' characteristics, attitudes on selected issues, expectations about such communities, and their importance to them. While the 2003 survey found that 44 percent expressed support for new urbanity communities, this figure rose to 59 percent in a 2005 survey.

A third survey was commissioned by Envision Utah (2007 http://www.envisionutah.org/eu_resources_research.html) and applied to Utah residents but with broader implications. The survey employed the "discrete choice" method that had respondents choosing from among "buying" situations. This method controls for respondent bias that occurs when respondents give an answer they think the survey wants them to. Through a series of control questions, and forcing trade-offs between discrete choices, the survey estimated that, among other things, about 75 percent of Utahns wanted a mix of moderate single-family homes and town homes; neighbors of mixed ages and life cycle stages; and public bus, commuter rail, and light rail nearby. This is in contrast with a survey done in 1996 for the same organization showing that about the same percentage did not want a mix of housing in their neighborhoods, preferred a homogeneous mix of households by type, and did not care about transit accessibility. The Utah surveys illustrate how quickly preferences appear to be changing, perhaps as demographics change and as urban options become increasingly prevalent.

Finally, the NAR/Smart Growth survey noted earlier (2004) indicated that 51 percent of households considering relocating because of retirement would prefer to locate in a city or a suburb close to a city; only 19 percent would choose a suburb farther away from a city.[5]

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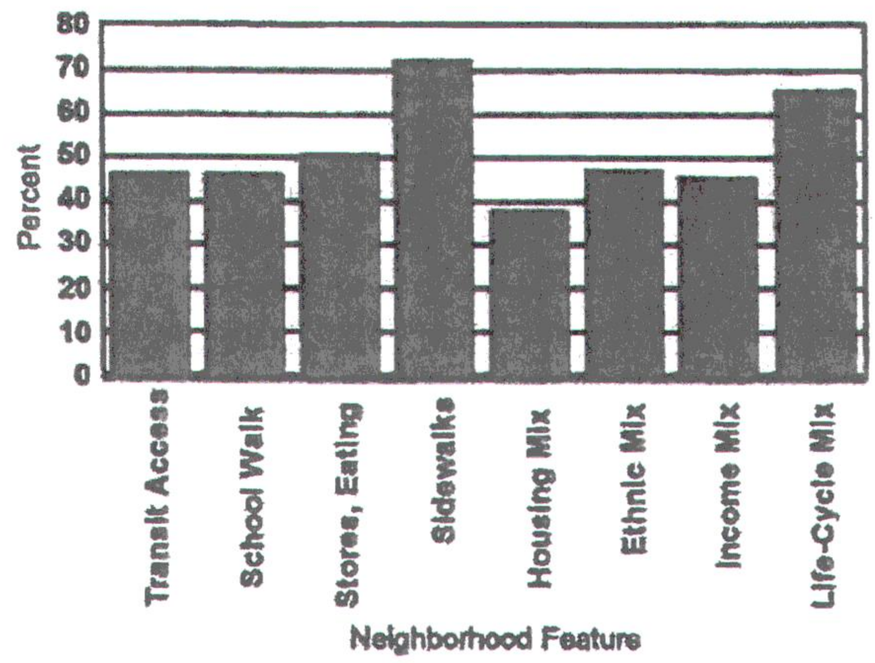
FIGURE 4
URBANITY-RELATED NEIGHBORHOOD ATTRIBUTE PREFERENCES



SOURCE: Arthur C. Nelson, adapted from National Association of Realtors and Smart Growth America (2004).

The themes common among these surveys is that the housing market, as an expression of changing tastes and preferences, is valuing mobility, connectivity, and diversity as never before. The next section explores just how.

Housing market valuation of urbanity attributes

Is this reformation of the housing market wishful thinking or reality? After all, surveys are notorious for revealing preferences that are inconsistent with decision making in practice. Perhaps the most effective way to gauge reality is how the housing market responds to elements of "urbanity." Indeed, empirical studies have shown that housing values improve with accessibility to rail transit (Nelson and McClesky 1990; Cervero 2004), proximity to schools (Kane, Staiger, and Riegg 2004), nearby (albeit not adjacent) stores and restaurants (Matthews 2006), walkable neighborhoods (Song and Knaap 2003), and neighborhoods with mixed housing opportunities (Nelson, Dawkins, and Sanchez 2008).

While those studies parsed market responsiveness with respect to individual urbanity attributes, Eppli and Tu (2000, 2007) looked at market responsiveness to new urbanity communities comprising bundles of urbanity attributes. In one study (2000), they compared resale prices of homes in five new urbanity communities in suburban locations to five comparable conventional communities. They found that values of homes in new urbanity communities appreciated at a faster pace than in the control communities. More recently, they addressed whether the premium for new urbanity communities is sustained over time.

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Comparing two new urbanity communities in Montgomery County, Maryland (Kentlands and Lakelands, in suburban Washington, D.C.), to comparable homes in surrounding conventional subdivisions in Montgomery County, over the period 1997 through 2005, Eppli and Tu (2007) found a price premium for Kentlands and Lakelands of 16.1 and 6.5 percent, respectively. They found further that the price premium in Kentlands and Lakelands was sustained or increasing over time, indicating a strong and sustained market acceptance of homes in new urbanity communities.

Facilitating the Trend toward the New Urbanity

By the end of the 2000s, evidence had emerged showing that markets had begun to shift toward the new urbanity. To explore this trend. Thomas (2008) compiled residential permitting data for the fifty largest metropolitan areas over the period 1990 through 2007 (the latest year for which data were available and the first year of the most recent recession). Table 9 shows that, almost without exception, the central city of each of the fifty largest metropolitan areas increased its share of residential permits issued since 2002, and especially in 2007. In all of these cases, this is a reversal of trends seen over the period from 1990 through 1995. In some surprising cases, central cities attracted a very large share of metropolitan permitting in 2007, given historical trends, such as Miami (moving from 2 percent in 1990 through 1995 to 22 percent in 2007), Seattle (from 11 percent to 26 percent), Denver (from 5 percent to 25 percent), Portland (from 9 percent to 33 percent), Sacramento (from 9 percent to 25 percent), and Milwaukee (from 6 percent to 25 percent). In most cases, these shifts occurred in Sun Belt metropolitan areas that are also growing faster than the national average.

Most residential permits were still issued for areas outside the central city; but the trend is remarkable given that central cities' land areas are usually a small fraction of those of the metropolitan area as a whole. As markets continue to shift, the demand for urbanity will extend into the suburbs. In part, this is because central city development remains far more constrained than suburban "greenfields" or even suburban infill/redevelopment (Nelson 2006). Market analysis commissioned by developers confirms this:

> Where will [the] . . . increase in demand for [New Urbanity] . . . housing be accommodated? . . . [T]here is plenty of evidence that the country is experiencing an urban renaissance and that there is [increasing] . . . demand . . . for conveniently located new infill housing. Growth projections indicate that "edge" counties are growing faster than "core" counties in growing metropolitan areas. Therefore, much of the demand could be accommodated in [New Urbanity] . . . developments in greenfield locations as well as infill projects. There has been a lot of speculation that maturing boomers will return to urban areas in large numbers as they retire to be closer to urban amenities. So far, the data indicate that only about 11 percent of retirement-age suburbanites have recently moved back into central cities. Given the greater tendency to move suburb to suburb, the demand for [New Urbanity] . . . housing will be greater there. (Logan, Siejka, and Kannan 2007, 8)

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TABLE 9
CENTRAL CITY SHARE OF METROPOLITAN RESIDENTIAL PERMITTING, 1990-2007 (IN PERCENTAGES)

	Average Share		
Metropolitan Area	1990-1995	2002-2007	2007
New York City*	15	44	55
Los Angeles	19	31	37
Los Angeles**	11	14	21
Chicago	7	23	40
Dallas	13	10	13
Fort Worth	5	16	16
Philadelphia	3	11	15
Miami	2	16	22
Washington, D.C.	1	6	9
Atlanta	4	13	21
Boston	2	10	9
Detroit	2	4	7
San Francisco	5	9	14
Oakland	3	6	6
San Jose	11	12	11
Seattle	11	18	26
Minneapolis	2	8	9
St. Paul	1	4	3
San Diego	42	37	51
St. Louis	1	5	5
Baltimore	2	7	5
Denver	5	19	25
Pittsburgh	3	3	3
Portland, Oregon	9	22	33
Cincinnati	4	6	7
Cleveland	4	6	6
Sacramento	9	23	25
Kansas City, Missouri	12	19	13
Providence	2	4	7
Milwaukee	6	16	25
Richmond	2	7	8
Hartford	4	5	2
Buffalo	6	4	7
Birmingham	5	10	9
Salt Lake City	6	7	10
Rochester	3	4	5

SOURCE: Thomas (2008).
*Excludes Staten Island.
**Share with Riverside and San Bernardino Counties included in regional definition.

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To some extent, central cities are better prepared to facilitate the new urbanity but may accommodate only about a third of the total demand (Nelson 2006). It will be the suburbs that must account for the largest share of the demand for the new urbanity. What may be done to prepare those communities for this new role? Several approaches come to mind.

First and probably foremost, exclusionary zoning practices in the form of detached and large-lot-only development must be abolished. While such practices in the past may have advanced the welfare of suburban residents (to the detriment of society; see Downs 1994), they will lead arguably to the fiscal and even social ruin of most exclusionary suburban communities in the future (Lucy and Phillips 2006). For their own long-term fiscal, economic, and social vitality, suburbs will need to become more diverse in their housing and by implication demographic options (see Myers and Ryu 2008).

Second, the opportunities presented by suburban infill and redevelopment must be exploited. I estimate there are roughly 6 million acres of land along suburban commercial corridors. Almost all of this is developed at a land coverage ratio, and floor area ratio (FAR), of around 0.25, meaning that 75 percent of the land area is in parking.[6] Moreover, buildings along these commercial strips are not durable, having a useful life of between ten and thirty years. Over the period 2010 to 2030, nearly all the land in these suburban commercial strips will need to be redeveloped. If only half of that land is developed at an FAR of 1.5, in a combination of residential and nonresidential land uses that can reasonably accommodate automobiles and associated parking demand (see Dunham-Jones and Williamson 2008), such redevelopment could absorb two-thirds of the household growth and three-quarters of employment growth (Nelson 2006).

Third, property tax laws might be changed. In most states, home owners receive a property tax concession called a "homestead" exemption, and they pay lower property taxes than other land users for the same value. The result is that renters have to pay higher property taxes per comparable unit of value (paid by landlords through rents). The result is a subsidy usually to property that is more expensive to serve paid by residential development that is both lower income and lower cost per unit.

Fourth, for the most part, the property tax system in the United States results in the inefficient use of land. This occurs in two ways. One is by taxing improvements to land in addition to land itself. This has the effect of inducing owners to withhold improvements—such as modernization of electrical or plumbing or additional space—to avoid paying the tax. The other is by inducing owners to prevent conversion of land from a lower-order use to a higher-order one. Parking lots, for instance, are taxed based on their value as parking lots, not on their highest-and-best-use value of high-density or high-intensity development. In both cases, underinvestment of land even in central urban locations occurs because more intensive uses are penalized through the tax system (Ladd 1998).

Fifth, "drive to qualify" mortgage underwriting requirements must be changed. Traditionally, mortgages have been based on the relationship between principal, interest, taxes, and insurance and income. the ideal ratio being about

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30 percent or less. This simple ratio ignores utility costs (meaning that buyers of "green" homes are not encouraged to purchase them at a higher cost even though utility expenses are lower) or location costs (meaning that buyers of homes are not encouraged to consider transportation cost savings associated with closer-in locations).

Last but by no means the end of the list, regional/metropolitan governance systems need to be modernized. Crafting governance systems so that all jurisdictions depend on each other, a kind of codependency, would seem key to long-term vitality for both central cities and suburbs (Greenstein and Wievel 2000).

America is changing. In many ways, over the period 2010 to 2030, it will mature. This is in contrast to the half century after World War II when America became a suburban nation. For the most part, the demographic profile in 2030 will be the one that will extend to the end of this century. As it matures, America will likely become an urban society. The challenge for planners, policy makers, investors, and society generally is to recognize this inevitability and its transition.

Notes

1. For a detailed assessment, see Myers (2007).

2. For a detailed discussion on long-term trends, see Myers and Pitkin (2009 [this volume]).

3. I estimate that moving townhouses from the single-family category to the condominium/cooperative category could increase the loss of single-family values to more than 12 percent but probably not change the rate of loss for condominiums/cooperatives.

4. The popular press reports "subprime" mortgages as a principal culprit in the housing market adjustments of the late 2000s that led to the longest-lasting recession since the Great Depression. In fact, "Alt-A" mortgages were also to blame. Subprime lending means mortgagers lent in ways inconsistent with conventional standards relating to the size of the mortgage, the structure of the mortgage (especially involving below-rate mortgages that would rise above prevailing rates in about two years after issue), the credit rating of the borrower, the ratio of debt to income or assets, income documentation, and so forth. Alt-A, short for Alternative A-paper, is a type of mortgage that is riskier than "A-paper" or "prime" mortgages, usually associated with meeting mortgage insurance criteria of the Federal Housing Administration. While less risky than subprime mortgages, they are nonetheless more prone to default than conventional mortgages. In practice, subprime and Alt-A mortgages were bundled with prime mortgages and sold to investors as a package. Because of the size of these bundles (thousands of mortgages per bundle), investors could not gauge the aggregate quality of each bundle and usually bought them without due diligence. For their part, lenders were paid for processing mortgages of any type (through loan origination fees) plus a share of the sale price to the secondary market. As subprime and Alt-A mortgages defaulted, the secondary market responded by suspending their purchase of any mortgage-based security package regardless of quality.

5. About 30 percent preferred a "rural community," which this writer interprets as a retirement community in exurban or rural locations, found throughout Arizona and Florida, for example.

6. Land coverage ratio is defined as the land area within the footprint of buildings divided by total land area. Floor area ratio is the relationship between the total building area and total land area.

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Agenda Item 5

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

S U B J E C T: Review and Acceptance of Audit Report

ACTION TO BE CONSIDERED:

Minute motion approving the audit report.

GENERAL INFORMATION:

The audit report will be delivered on Monday to members of the City Council, if not sooner.

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

Agenda Item 6

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

S U B J E C T: Presentation of "Award of Financial Reporting Achievement" to Keith Johnson

ACTION TO BE CONSIDERED:

A representative from the Utah GFOA organization will be making this presentation.

GENERAL INFORMATION:

See enclosed write up.

Jim Welch GFOA

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

Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

July 27, 2010

Max Forbush
City Manager
Farmington City Corporation
P.O. Box 160
Farmington UT 84025-0160

Dear Mr. Forbush:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2009, qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Each entity submitting a report to the Certificate of Achievement review process is provided with a "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements in its financial reporting techniques. Your list has been enclosed. You are strongly encouraged to implement the recommended improvements into the next report and submit it to the program. If it is unclear what must be done to implement a comment or if there appears to be a discrepancy between the comment and the information in the CAFR, please contact the Technical Services Center (312) 9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

Certificate of Achievement program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. Your written responses should provide detail about how you choose to address each item that is contained within this report. These responses will be provided to those Special Review Committee members participating in the review.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. Enclosed is an AFRA for:

Keith Johnson, Finance Director

Your Certificate of Achievement plaque will be shipped to you under separate cover in about eight weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed. We suggest that you provide copies of it to local newspapers, radio stations and television stations. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org .

A current holder of a Certificate of Achievement may include a reproduction of the award in its immediately subsequent CAFR. A camera ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year. To continue to participate in the Certificate of Achievement Program it will be necessary for you to submit your next CAFR to our review process.

In order to expedite your submission we have enclosed a Certificate of Achievement Program application form to facilitate a timely submission of your next report. This form should be completed and sent (postmarked) with three copies of your report, three copies of your application, three copies of your written responses to the program's comments and suggestions for improvement from the prior year, and any other pertinent material with the appropriate fee by December 31, 2010.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact Delores Smith (dsmith@gfoa.org or (312) 578-5454).

Sincerely,
Government Finance Officers Association

Stephen J. Gauthier

Stephen J. Gauthier, Director
Technical Services Center

SJG/ds

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07/27/2010

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Farmington City Corporation** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Keith Johnson, Finance Director

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

Agenda Item 8

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

S U B J E C T: Public Hearing: Consideration of Schematic Plan Approval for Doberman Subdivision at approximately 453 West Glover Lane in west Farmington (Brad Pack)

ACTION TO BE CONSIDERED:

1. Hold the public hearing.

2. Minute motion approving a schematic plan.

GENERAL INFORMATION:

See enclosed staff report 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: Doberman Schematic Subdivision, Brad Pack

Date: November 12, 2010

The applicant, Brad Pack, is requesting approval for a minor 7-lot subdivision on property he owns south of Glovers Lane at 453 West. The subdivision as proposed would consist of two phases with seven lots total. The first phase would include the northern three lots with the remaining lots developed once the first phase is completed. The lots in the first phase are proposed to be one acre each with frontage on a public road extending south from Glovers Lane. The lots included in phase two are proposed to be lots of one acre or larger. The underlying zone for this property is an AE zone which requires a minimum lot size of one acre if the subdivision is not a conservation subdivision. Mr. Pack is proposing a standard, non-conservation subdivision.

The property on which Mr. Pack wishes to develop the subdivision is essentially an extended flag lot from which several lots gain access in combination with several other adjoining parcels. An access point from Glovers Lane has existed for some time and is serving two homes set back from Glovers Lane. The proposed subdivision would create a publicly dedicated road with proper widths, side treatments and turnarounds as well as more cleanly defined platted lots. There are a limited number of concerns with regard to the subdivision. First, the City's standard for the length of a dead end street is 1,000 feet. The proposed layout shows the length of the road to the beginning of the cul-de-sac at just less than 1,000 feet. Exceptions, if needed, can be made if the road will connect to another road in the future or if the City grants an exception. In this case, staff does not feel an exception is needed since the 1,000 feet is set within the cul-de-sac area. There is no specific definition with regard to the exact point at which the 1,000 feet measurement ends and where an extension would begin. The determination would rest with the City regarding whether the cul-de-sac is included in the 1,000 feet or if the end of the standard 55' roadway is the limit with the approved turnaround just beyond that point as it is with this case.

The second issue of note is that lot 203 in phase two may have to be considered a flag lot since the frontage on the cul-de-sac is about 15 to 20 feet short of the 100 foot frontage requirement. This can either be adjusted to eliminate the issue or a flag lot can be included in the schematic approval if the Planning Commission and City Council feel it meets the requirements set forth for the creation of a flag lot.

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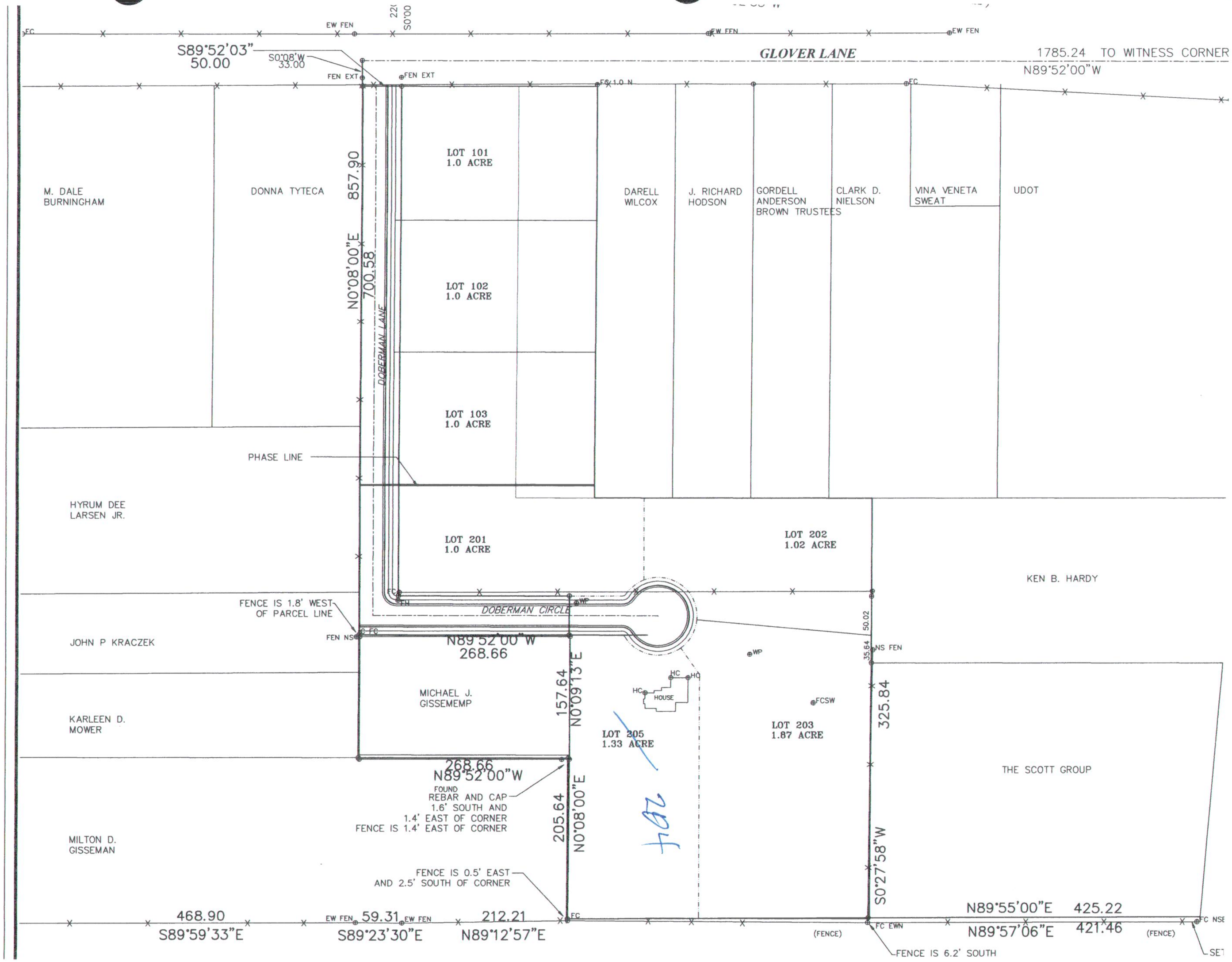
The Planning Commission considered this item at the October 27, 2010 meeting and recommended approval with the following conditions and findings:

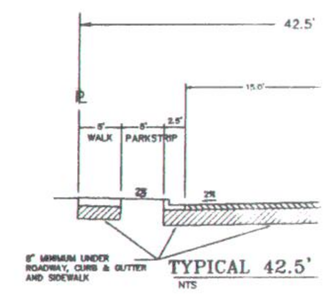
Conditions:

1. The applicant continues to work with the City and other agencies to address any outstanding issues remaining with regard to a schematic approval.
2. The applicant must have approval of an extension to a dead-end road as set forth in Title 12, Chapter 7 of the Farmington City Subdivision ordinance if it determined that such an extension is required for the proposed roadway layout.
3. Any issues related to the approval of a potential flag lot must be addressed with the approval of the minor subdivision plat associated with phase 2 of this project.

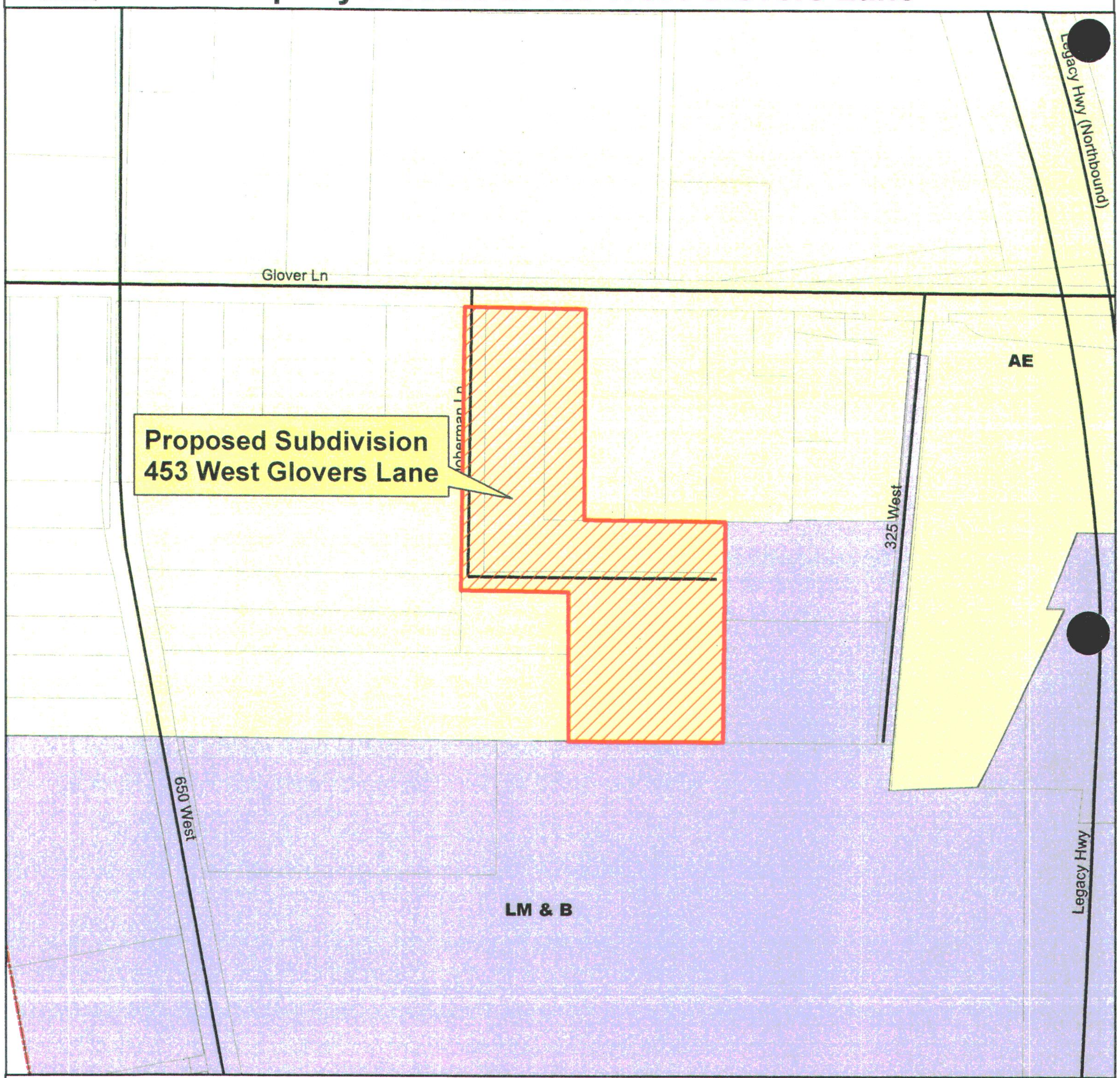
Findings for Approval:

1. The proposed schematic subdivision is in substantial compliance with all subdivision and zoning requirements for a schematic subdivision approval including;
    a. A completed application;
    b. Minimum lot sizes as set forth in the AE zone;
    c. Description and preliminary layout of utilities and other services required;
    d. Standard roadway widths and side treatments.
2. The proposed subdivision is desirable in that the platting of the property in this area will provide a cleaner description and record of the properties and residences in the subject area.


GLOVER LANE
1785.24 TO WITNESS CORNER
N89°52'00"W
S89°52'03"
50.00
S0°08'W
33.00
FEN EXT
EW FEN
FC
M. DALE BURNINGHAM
DONNA TYTECA
857.90
N0°08'00"E
700.58
DOBERMAN LANE
LOT 101
1.0 ACRE
LOT 102
1.0 ACRE
LOT 103
1.0 ACRE
DARELL WILCOX
J. RICHARD HODSON
GORDELL ANDERSON BROWN TRUSTEES
CLARK D. NIELSON
VINA VENETA SWEAT
UDOT
PHASE LINE
HYRUM DEE LARSEN JR.
LOT 201
1.0 ACRE
LOT 202
1.02 ACRE
KEN B. HARDY
FENCE IS 1.8' WEST OF PARCEL LINE
JOHN P KRACZEK
DOBERMAN CIRCLE
N89°52'00"W
268.66
50.02
35.64
NS FEN
MICHAEL J. GISSEMEMP
157.64
N0°09'13"E
HOUSE
FCSW
LOT 205
1.33 ACRE
LOT 203
1.87 ACRE
325.84
KARLEEN D. MOWER
268.66
N89°52'00"W
FOUND REBAR AND CAP 1.6' SOUTH AND 1.4' EAST OF CORNER
FENCE IS 1.4' EAST OF CORNER
205.64
N0°08'00"E
THE SCOTT GROUP
MILTON D. GISSEMAN
FENCE IS 0.5' EAST AND 2.5' SOUTH OF CORNER
S0°27'58"W
468.90
S89°59'33"E
59.31
S89°23'30"E
212.21
N89°12'57"E
N89°55'00"E
425.22
N89°57'06"E
421.46
(FENCE)
FC EWN
FC NSE
FENCE IS 6.2' SOUTH
SET


42.5'
15.0'
WALK
PARKSTRIP
8" MINIMUM UNDER ROADWAY, CURB & GUTTER AND SIDEWALK
TYPICAL 42.5'
NTS

Schematic Subdivision Proposal
Property located at 453 West Glovers Lane



Legend

- City Boundary
- Parcels
- Roads
- Scenic Byway Overlay

Map not to scale

Farmington City
Planning Department
October 22, 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

SCHEMATIC PLAN
FOR:
DOBERMAN ESTATES SUBDIVISION
BRAD PACK

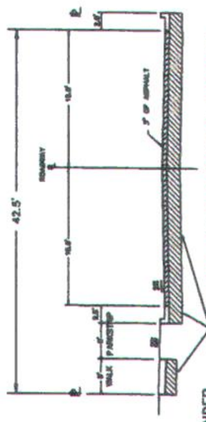
SOUTH EAST 1/4 OF SEC 25, T3N, R1W, SLB&M
FARMINGTON CITY, DAVIS COUNTY, UTAH

HILL & ARGYLE, Inc.
Engineering and Surveying
181 North 200 West, Suite #4, Bountiful, Utah 84010
(801) 298-2236 Phone, (801) 298-5983 Fax

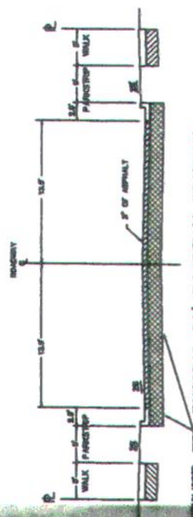
DRAWN STA	DATE 9/27/10	
APPROVED	DATE	
REVISED	DATE	

SHEET 1 OF 1
SHEET NAME CONCEPT
DRAWING NAME MAIN
PROJECT NO. 10-234

SCALE: 1" = 100'



TYPICAL 42.5' ROADWAY SECTION
NTS
DOBERMAN LANE



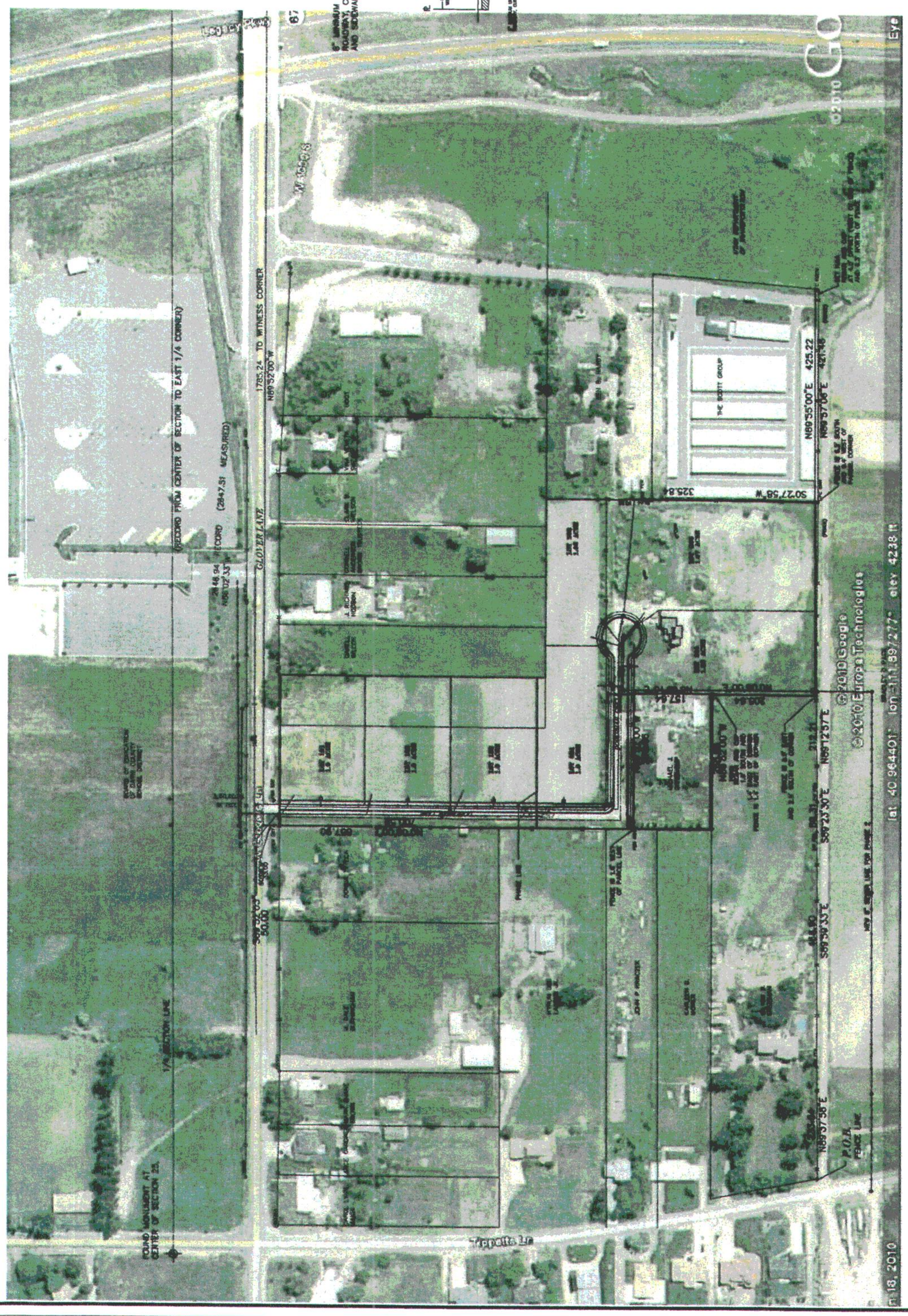
TYPICAL 50' ROADWAY SECTION
NTS
DOBERMAN CIRCLE

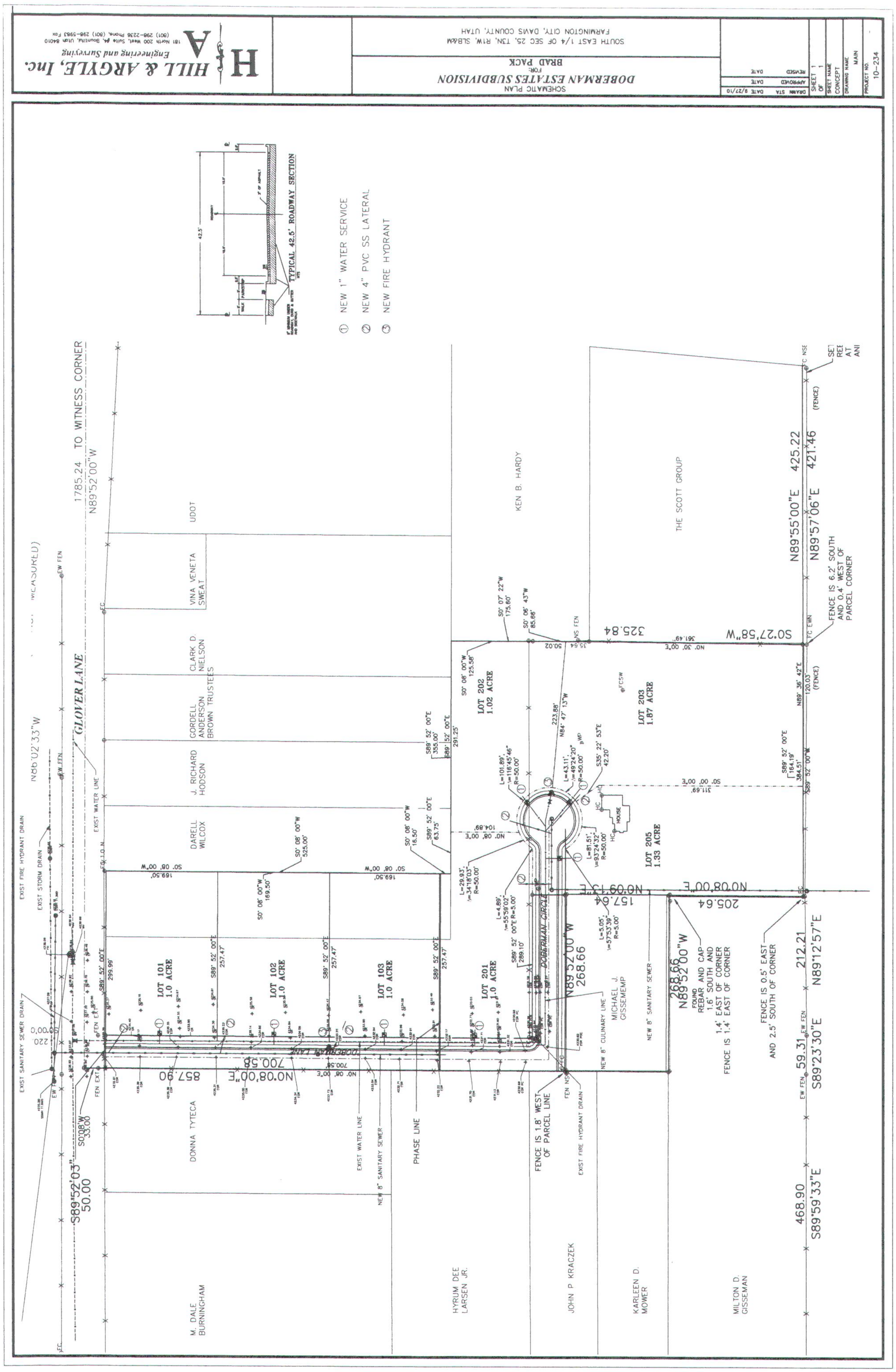
PROJECT AREA TABLE

PHASE 1 = 3.497 ACRES
3 LOTS

PHASE 2 = 5.96 ACRES
5 LOTS

TOTAL AREA = 9.46 ACRES




HILL & ARGYLE, Inc.
Engineering and Surveying
181 North 200 West, Suite #4, Bountiful, Utah 84010
(801) 298-2236 Phone, (801) 298-5983 Fax
SCHEMATIC PLAN
FOR:
DOBERMAN ESTATES SUBDIVISION
BRAD PACK
SOUTH EAST 1/4 OF SEC 25, T3N, R1W, SL&&M
FARMINGTON CITY, DAVIS COUNTY, UTAH
DRAWN STA DATE 9/27/10
APPROVED DATE
REVISED DATE
SHEET 1 OF 1
SHEET NAME CONCEPT
DRAWING NAME MAIN
PROJECT NO. 10-234
TYPICAL 42.5' ROADWAY SECTION
NTS
① NEW 1" WATER SERVICE
② NEW 4" PVC SS LATERAL
③ NEW FIRE HYDRANT
1785.24 TO WITNESS CORNER
N89°52'00"W
GLOVER LANE
N86°02'33"W
UDOT
VINA VENETA SWEAT
CLARK D. NIELSON
GORDELL ANDERSON BROWN TRUSTEES
J. RICHARD HODSON
DARELL WILCOX
KEN B. HARDY
THE SCOTT GROUP
N89°55'00"E 425.22
N89°57'06"E 421.46
FENCE IS 6.2' SOUTH AND 0.4' WEST OF PARCEL CORNER
S0°27'58"W 325.84
LOT 202 1.02 ACRE
LOT 203 1.87 ACRE
LOT 205 1.33 ACRE
LOT 101 1.0 ACRE
LOT 102 1.0 ACRE
LOT 103 1.0 ACRE
LOT 201 1.0 ACRE
DOBERMAN CIRCLE
DOBERMAN LANE
N89°52'00"W 268.66
N0°08'00"E 857.90
S89°52'03" 50.00
S0°08'W 33.00
EXIST SANITARY SEWER DRAIN
EXIST STORM DRAIN
EXIST FIRE HYDRANT DRAIN
EXIST WATER LINE
NEW 8" SANITARY SEWER
PHASE LINE
NEW 8" CULINARY LINE
MICHAEL J. GISSEMEMP
FENCE IS 1.8' WEST OF PARCEL LINE
FOUND REBAR AND CAP 1.6' SOUTH AND 1.4' EAST OF CORNER
FENCE IS 1.4' EAST OF CORNER
FENCE IS 0.5' EAST AND 2.5' SOUTH OF CORNER
N89°12'57"E 212.21
S89°23'30"E 59.31
S89°59'33"E 468.90
DONNA TYTECA
M. DALE BURNINGHAM
HYRUM DEE LARSEN JR.
JOHN P KRACZEK
KARLEEN D. MOWER
MILTON D. GISSEMAN

which they are to connect;

(b) Proposed streets shall be extended to the boundary lines of the land to be subdivided, unless prevented by topography or other physical conditions, or unless, in the opinion of the Planning Commission, such extension is not desirable for the coordination of the subdivision with the existing layout or the most advantageous future development of adjacent tracts;

(c) Dead-end streets which exceed one lot depth in length shall have a forty-foot (40') radius temporary turnaround area at the end. The turnaround shall have an all-weather surface acceptable to the City. The following standards shall apply to dead-end streets:

(i) Dead-end streets shall serve as access for not more than twenty-four (24) dwelling units and shall not exceed one thousand (1000) feet in length.

(ii) When a dead-end street reaches its maximum length and/or maximum number of lots, it shall not be extended except to connect to another street which provides a second point of independent access.

(iii) Exceptions to the requirement for a second point of independent access may be granted by the City Council, after receiving a recommendation from the Planning Commission, upon a finding that the topography or other physical conditions of the development site make it impossible to provide a second access which complies with street design standards established by the City and that an increased street length and/or density will not unreasonably impact the ability to provide emergency and other public services.

(d) Nonconforming Dead-end Streets - The provisions of this section shall not be construed to prevent construction on approved residential lots fronting on nonconforming streets exceeding one thousand (1000) feet in length which existed prior to January 9, 1991. These streets include, but are not necessarily limited to, 1400 North Street, Summerwood Drive, Cherry Blossom Drive, Welling Way, and 1100 West Street (south of Shepard Lane). Extension of these nonconforming streets may be permitted but shall be subject to the following standards and restrictions:

(i) Extension of a nonconforming street may be approved by the City Council only after receiving recommendations from the Planning

Commission, Fire Department, Police Department, Public Works Department, and the City Engineer. The Fire Department and/or Police Department may recommend additional conditions to facilitate public safety and emergency services;

(ii) All streets shall be fully improved and shall be designed and constructed at locations shown on an approved street master plan;

(iii) A temporary turnaround, with a radius of forty feet (40'), shall be provided at the end of the street. The temporary turnaround shall have an all-weather surface acceptable to the Fire Department; and

(iv) Until such time as nonconforming streets can be connected to a second access, lots on such streets shall not be approved which are less than two (2) acres in size, unless the City Council in consideration of all circumstances shall differently approve by resolution.

(e) The following standards shall govern the development of cul-de-sacs:

(i) Cul-de-sacs shall serve as access for not more than twenty-four (24) dwelling units, shall not exceed one thousand (1000) feet in length, and shall have a fully improved turnaround at the end with a minimum radius of forty-two feet (42') to back of curb and fifty feet (50') to the right-of-way line. Exceptions to the maximum length or maximum number of lot standards may be granted by the City Council, after receiving a recommendation from the Planning Commission, upon a finding that the topography or other physical conditions of the development site make it impossible to develop the property any other way and that an increased street length and/or density will not unreasonably impact the ability to provide emergency and other public services;

(ii) Transverse grades within the turnaround of a cul-de-sac shall not exceed five percent (5%);

(iii) If surface water drains into the cul-de-sac due to the grade of the street, necessary catch basins and drainage easements shall be provided;

(iv) Driveways, mailboxes, fire hydrants, or any other obstruction at the terminal of a cul-de-sac shall be designed in such a way as to provide an area for the piling of snow;

(f) Proposed streets shall intersect one another as nearly at right angles as topography and other limiting factors of good design permit. "T" intersections rather than "cross" intersections shall be used wherever possible for minor streets;

(g) Minor residential streets longer than six hundred (600) feet, which may be conducive to high-speed traffic, shall be prohibited;

(h) Alleys shall not be permitted in residential subdivisions except when approved for access to lots abutting an arterial. Alleys in nonresidential subdivisions may be permitted;

(i) The maximum grade for any street in the City shall be ten percent (10%). Where unusual and unique topographic or environmental conditions exist on a proposed development site, exceptions may be specifically approved by the City Council to permit streets with grades up to, but not exceeding, twelve percent (12%) for collector streets and fourteen percent (14%) for local streets. Such exceptions may be granted only after careful review of each individual application and after receiving a recommendation from the Planning Commission. The maximum length of a street segment at grades steeper than ten percent (10%) shall also be determined, and specifically approved, by the City Council.

(5) Subdivisions adjacent to major streets and freeways shall be designed as specified in the Major Street Plan and as determined by the Planning Commission. The following principles and standards shall be observed:

(a) Street design shall have the purpose of making adjacent lots, if for residential use, desirable for such use by cushioning the impact of heavy traffic and of minimizing the interference with traffic on major streets. The number of intersecting streets along major streets shall be held to a minimum;

(b) Sidewalks along major streets shall be not less than five feet (5') in width;

(c) When the rear line of a double-frontage lot borders a major street, the Subdivider may be required to execute and deliver to the City an instrument, deemed sufficient by the City Attorney, prohibiting the right of ingress and egress from the street to the lot. The Subdivider shall also be required to install such paving as necessary to construct the street or to bring it up to standard width and shall install curb, gutter and sidewalk, along the street. However, the City may for good cause waive the foregoing requirements.

Agenda Item 9

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

S U B J E C T: Consideration of Raymond Bingham's PUE Vacation Request at 324 Ironside Way in Farmington Ranches Subdivision

ACTION TO BE CONSIDERED:

Minute motion approving the request.

GENERAL INFORMATION:

See enclosed staff report 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: Bingham Easement Vacation

Date: November 12, 2010

A request has been submitted to vacate an easement on property located at 324 North Ironside Way in the Farmington Ranches subdivision. The easement proposed for vacation is the public utility and drainage easement that runs along the side rear of the property. The easement does not contain any utility lines and the applicant has submitted an alternative drainage plan for any drainage that may occur within the easement to the City's Stormwater Official. The City's Stormwater Official has reviewed the plan and has found the plan to be acceptable.

The request for easement vacation was submitted without the confirmation letters from the utility agencies. The application came in later in the week and the applicant was unaware that such a confirmation was required. The applicant is working through this process and may or may not have letters by the time of the meeting. Staff is suggesting a conditional approval allowing vacation to take place only when all of the necessary confirmations have been received by the City. The applicant is requesting a building permit for a shed and would like to begin construction before the onset of winter. Later in each year meeting become more sparse as holidays interrupt the normal schedule. Staff would like the conditional approval to allow the applicant to begin work as soon as letters are submitted. The three week gap between Council meetings from November 16th to December 7th may significantly delay the start of any construction if the applicant was required to wait until then for approval.

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

November 9, 2010

324 Ironsideway

Farmington, UT 84025

Ken Klinker

Zoning Administrator & Storm Water Offical

Farmington City

160 South Main

Farmington, UT 84025

Re: Bingham Shed Building Permit Application.

Dear Mr. Klinker

I am writing to respectfully request that the utility easement presently in place along the south border of my property (lot 616 Ranches Phase 6 Subdivision) be vacated. The easement lies in an area that has been improved with landscaping, irrigation infrastructure and a large RV Pad. It also, in part, lies in an area of a proposed homeowner storage shed.

In addition, with the exception of Cable TV, all utilities have been installed in other areas. The easement does not offer exclusive access to any useful application that is not also available via other less invasive routes.

Vacating the easement along the southern border of my property (a common property line with lots 617 and 561) will still leave in place utility easements along the east and west ends of the lot.

You prompt consideration of this request would be most appreciated.

Sincerely

Raymond Bingham,

Homeowner lot 616.

November 9, 2010

324 Ironsideway

Farmington, UT 84025

Ken Klinker

Zoning Administrator & Storm Water Offical

Farmington City

160 South Main

Farmington, UT 84025

Re: Bingham Shed Building Permit Application.

Dear Mr. Klinker,

I respectively request that a change of drainage easement be made in regard to my property located at (lot 616 Ranches Phase 6 Subdivision) 324 Ironside way. As currently configured the drainage along the back of the corner lot (617) adjacent to mine with not work. It calls for surface water to run North off the back of lot 617 onto mine at the common corner of lots 616, 617 and 561.

The current plan will be seriously curtailed because of:

A. Lot 617 owner has built a restrictive retaining wall and fence on the northern border –see pic # 1,2,3&4.
B. The majority of water on lot 617 now drains to the south toward Stampede and west toward Ironside way.
C. A natural berm that is higher than the present easement is immediate to the East of the area where the easement enters my property
D. Where it enters my property the area has been graded to drain to the West or toward the front of my property see pic. # 1,4 & 7.
E. The natural contours where it enters my property drain north-northeast see pic. # 7,9 & 10.

The drainage easement running along the common property line between my lot (616) and lot 561 will work, generally, as envision at pre-development with following exceptions:

A. The current homeowner has built a planting berm completely around his back yard see pic. # 4, 7 & 8.
B. The common corner to lots 616,617 & 561 is West of the natural berm as stated in "C" above see pic. # 1.

Proposed amendment to current drainage easement from lot 617.

A. Establish a new drainage easement to run West along the common border of lots 616 and 617 from the back of lot 617 toward Ironside to the front of lot 616 see pic. # 2
B. A 1' foot wide drainage corridor of compacted gravel and grass adjoining the retaining wall on lot 617 has already been established by lot 616 owner for the purpose of draining his property when installing the RV pad sec pic. # 3.
C. The proposed shed would sit 2 feet north of the property border. 1 foot outside the proposed drainage easement see pic. # 3.
D. The backfill and proposed compacted gravel component surrounding the base of the shed would be graded to complement the proposed drainage easement see pic. # 2.

I believe this adjustment would complement the city's desire to provide effective surface water drainage. And, considering the present contours of ground surfaces, involved would prove more efficient than the present design.

Your prompt attention to my request would be most appreciated

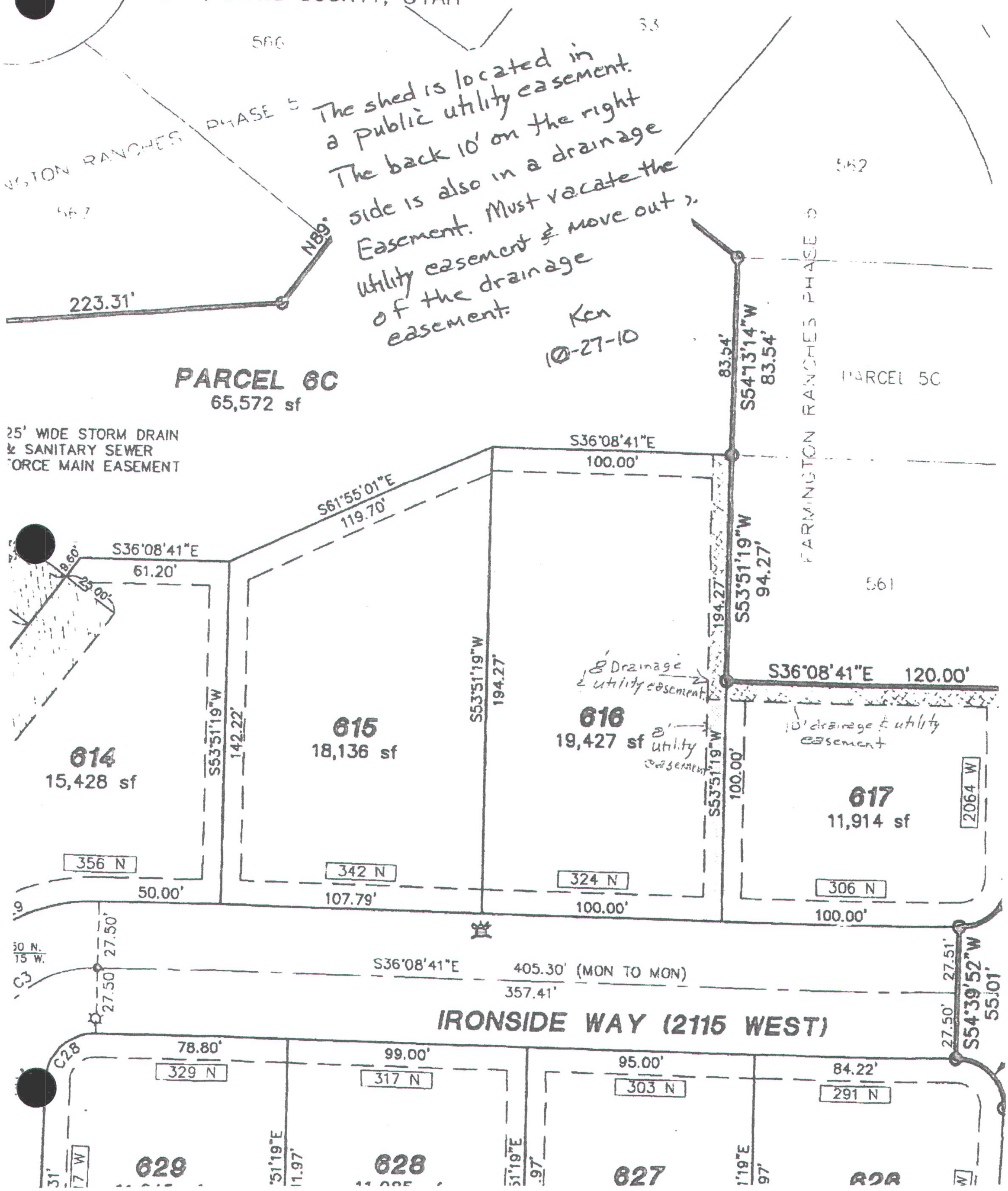
Sincerely

Raymond Bingham

Lot 616 Homeowner.

WALGREENS PHASE 6 SUBDIVISION

D IN THE NORTHEAST QUARTER OF SECTION 22,
NORTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH



REVOCATION AND ABANDONMENT OF EASEMENT

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

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

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

> The easterly 104.27 feet of the 10 foot wide drainage and public utility easement located adjacent to the southeast property line of Lot 616 of the Farmington Ranches Phase 6 subdivision.

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

GRANTOR: _____

BY: _____

Its: _____

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this ____ day of _____, 20____, personally appeared before me _____ of Grantor and that said instrument was signed in behalf of Grantor and that Grantor executed the same.

_____
Notary Public

My Commission Expires:

_____

Residing At:

_____

Agenda Item 10

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

S U B J E C T: Request for Reconsideration of Ordinance that renamed Burke Lane to Station Parkway/Consideration for an Amendment to the Ordinance

ACTION TO BE CONSIDERED:

Minute motion passing the new ordinance.

GENERAL INFORMATION:

See enclosed letter written by Mike Romney.

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

Burke Lane

Add to contacts
To scottharbo@msn.com, critz@foragegenetics.com
From: **MICHAEL H ROMNEY** (romney7@msn.com)
Sent: Wed 11/10/10 8:20 AM
To: scottharbo@msn.com; critz@foragegenetics.com

Dear Mayor Harbertson,

Upon arriving home from a business trip on Friday November 5, 2010 I opened a letter from the city giving notification of a public hearing to consider changing the name of Burke Lane to Station Parkway. The notification letter was dated October 29, 2010. This gave very short notice for the hearing and in my case I was not even able to read the letter until after the hearing had already been held. I would ask that the renaming of Burke Lane be reconsidered so that myself and my neighbor to the east of me can have our concerns heard. Mike Benson who lives just east of me was also out of town last week.

I have lived on Burke Lane just over 29 years and it would be a great inconvenience to me to have the name of the street change and would also have some financial consequences to me. I do not see any need or benefit at this time to change the name of Burke Lane. I also feel that there is a historical value to retaining the name of Burke Lane as well.

I thank you for your time and would greatly appreciate the city reconsidering the changing of the name of Burke Lane at this time.

Feel free to call or any of the City Council members to call me if I can answer any questions in regards to my feeling on this matter.

Sincerely.
Mike Romney
1451 Burke
Farmington, Utah 84025
Phone: 801-390-5820

cc: Cory Ritz

ORDINANCE NO. 2010-_____

AN ORDINANCE AMENDING ORDINANCE 2010-48 WHICH DELETES THE RENAMING OF THAT PORTION OF BURKE LANE WEST OF RED BARN LANE TO 1525 WEST FROM BURKE LANE TO STATION PARKWAY

WHEREAS, the governing body of Farmington City has received and considered input from abutting property owners strongly opposing the renaming of Burke Lane west of Red Barn Lane to Station Parkway;

WHEREAS, the governing body of Farmington City has determined that there is good cause for amending Ordinance 2010-48 previously passed and that the amendment will not be detrimental to the general interest of the public to grant the same; and

WHEREAS, it is the Farmington City Council's intent in the future to rename Burke Lane west of Red Barn Lane to 1525 West from Burke Lane to Station Parkway when changes occur to the alignment of that portion of Burke Lane referred to herein or when development of a future road north of the Burke Lane/1525 West intersection is constructed at the sole discretion of the City Council.

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

Section 1. **Street Renaming.** The City Council of Farmington City hereby declares that the street known as "Burke Lane" between I-15 and Station Parkway (approximately 1200 West) in Farmington, Utah, as more particularly described the Burke Lane Right-of-Way from I-15 to Station Parkway, is hereby renamed to "Red Barn Lane".

Section 2. **Street Renaming.** The City Council of Farmington City hereby declares that the street known as Burke Lane between Station Parkway (approximately 1200 West) and 1525 West in Farmington, Utah, as more particularly described as Burke Lane Right-of-Way between Station Parkway and 1525 West ~~is hereby renamed to Station Parkway.~~ shall remain as Burke Lane until such time that the City Council determines that a change in name from Burke Lane to Station Parkway is justified by either a realignment of Burke Lane near 1525 West or a ~~new and improved street is extended north from the 1525 West/Burke Lane intersection.~~ development application is received and approved by the City for any portion of the road.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah on this 16th day of November, 2010.

FARMINGTON CITY

_____

Scott C. Harbertson, Mayor

Agenda Item 11

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

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

11-1. Ratification of Approvals of Construction & Storm Water Bond Agreements previously signed by Mayor Harbertson. See attached bond logs.

11-2. Ratification/Approval of Ken Klinker's Appointment of Abe Wangsgard as Storm Water Official designated for limited Code Enforcement Duties. See enclosed correspondence from Ken Klinker.

11-3. Approval of August and September Disbursement Lists. See enclosed lists.

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
10/21	Woodside	9577	1.443977	$500.00
10/15	Garbett	9640	1.443949	Not Reqd
10/26	Garbett	9642	1.444030	Not Reqd
10/26	Garbett	9643	1.444031	Not Reqd
10/26	Garbett	9644	1.444032	Not Reqd
10/26	Garbett	9648	1.444034	Not Reqd
10/26	Garbett	9649	1.444033	Not Reqd
10/26	Garbett	9650	1.444035	Not Reqd
10/26	Garbett	9651	1.444036	Not Reqd
10/18	Symphony	9652	1.443962	Not Reqd
10/18	Woodside	9655	1.443961	Not Reqd
10/15	David Nokes	9656	1.443957	Not Reqd
10/22	Ad Craft Signs	9660	1.443964	Not Reqd
10/15	CRS	9661	0.000000	Not Reqd
10/26	Woodside	9662	1.444038	$500.00
10/15	Stephen Mikkelsen	9663	1.443952	Not Reqd
10/15	Gaylen Ray Jones	9664	1.443956	Not Reqd
10/19	Ronald Isom	9665	1.443968	Not Reqd
10/19	Steven Halbern	9666	1.443964	Not Reqd
10/19	Lefler	9667	1.443965	Not Reqd
10/21	Woodside	9668	1.443978	$500.00

10/27	Rainey	9669	1.444053	$500.00
10/20	Mikkelsen	9670	1.443974	Not Reqd.
10/25	Stark	9671	1.444016	Not Reqd.
10/26	Speirs	9673	1.444027	Not Reqd.
10/26	Superior	9674	1.444028	Not Reqd.

STORM WATER BOND LOG

DATE	NAME	PERMIT	RECEIPT	AMOUNT
10/21	Woodside	9577	1.443977	$1000.00
10/26	Garbett	9642	1.444030	$1000.00
10/26	Garbett	9643	1.444031	$1000.00
10/26	Garbett	9644	1.444032	$1000.00
10/26	Garbett	9648	1.444034	$1000.00
10/26	Garbett	9649	1.444033	$1000.00
10/26	Garbett	9650	1.444035	$1000.00
10/26	Garbett	9651	1.444036	$1000.00
10/26	Woodside	9662	1.444038	$1000.00
10/21	Woodside	9668	1.443978	$1000.00
10/27	Rainey	9669	1.444053	$1000.00

CONSTRUCTION BOND LOG

DATE	NAME	PERMIT	RECEIPT	AMOUNT
11/05	Openshaw	9639	1.444127	$500.00
11/04	Rainey	9646	1.444120	Not Reqd.
11/04	Rainey	9672	1.444121	Not Reqd.
11/04	Larson	9675	1.444122	Not Reqd.
11/04	Openshaw	9676	1.444124	Not Reqd.
11/05	Garbett	9677	1.444130	Not Reqd.
11/05	Garbett	9678	1.444131	Not Reqd.
11/05	Barlow	9679	1.444134	Not Reqd.

STORM WATER BOND LOG

DATE	NAME	PERMIT	RECEIPT	AMOUNT
11/05	Openshaw	9639	1.444127	$1,000.00

Max Forbush

From: Ken Klinker [kklinker@farmington.utah.gov]
Sent: Thursday, November 04, 2010 10:19 AM
To: mforbush@farmington.utah.gov
Subject: Delegation of Powers

Mayor and Council:

Will you please designate Abe Wangsgard as a person with authority delegated by the Storm Water Official to enforce the storm water regulations, Title 16 of the Farmington City Ordinances?

The authorized duties would include:

a. Authorization to serve notice in person of violations with debris n the street right-of-way
b. Provide copies of violations to Ken Klinker and report on status of violations.
c. If the warning notice is not heeded, take photos and start the criminal citation process.

Thanks for your consideration of this request.

Ken Klinker
801-939-9212

(g) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this Title;

(h) To establish penalty and enforcement procedures for violations of this Title; and

(i) To ensure compliance with requirements of the Farmington City UPDES General Permit and the Farmington City Storm Water Management Plan.

16-01-020. Applicability.

The provisions of this Title shall apply to any activities conducted within the incorporated area of the City, to all real property and development within the incorporated area of the City, and to all portions of the City's storm drain system. This Title shall also apply to all water entering the City's storm drain system generated on any developed or undeveloped land or entering any creek, stream or storm water facility located within the City, unless explicitly exempted in writing by the City or other authorized enforcement agency.

16-01-030. Administration and Interpretation.

The Storm Water Official is hereby designated as the City's authorized enforcement official and as such shall implement, administer, and enforce the provisions of this Title. Any powers granted or duties imposed upon the Storm Water Official may be delegated by the Storm Water Official or the City Council to persons or entities acting in the beneficial interest of or in the employ of the City.

16-01-040. Appeals.

Except as otherwise specifically provided herein, any person aggrieved by a final decision of the Storm Water Official interpreting or administering the provisions of this Title may appeal such decision to the City Manager by filing a written Notice of Appeal with the City Recorder within fifteen (15) days from the date of the decision being appealed and stating the specific grounds for the appeal. The City Manager may hold a hearing on the appeal. If the person or entity is not satisfied with the City Manager's decision, a further appeal may be made to the City Council. The appeal to the City Council shall follow the same procedure as the appeal to the City Manager. The City Council's decision shall be final and binding on all parties.

16-01-050. Ultimate Responsibility.

The standards and requirements set forth in this Title and promulgated pursuant to this Title are minimum standards and requirements. This Title does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants. The issuance of any permit or any inspection conducted under the terms and provisions of this Title shall not release any person from responsibility, liability, penalty, or requirement set forth herein or by any applicable State or Federal laws or regulations. Any person violating the terms and conditions of this Title or discharging contaminated waters into the City's storm drain system shall be liable and responsible for such violations and/or contaminations.

16-01-060. Storm Drainage Master Plan.

The City has adopted a master plan for the construction of storm drainage facilities within the City known as the Farmington City Storm Drainage Master Plan. All construction and development within the City and any connections or discharges of water into the City's storm drain system shall comply with provisions of the Storm Drainage Master Plan, as may be amended from time to time.

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

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

1. Have been pre-audited and documented;

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

   b. Are directly approved by the Governing Body; or

   c. Are approved by the Finance Officer.

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

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

FARMINGTON CITY CORPORATION

By: _____
KEITH S. JOHNSON, Finance Officer

By: _____
MAX FORBUSH, City Manager

. . . . . .

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

_____
SCOTT C. HARBERTSON, Mayor

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

Report Criteria:
Transaction.Journal Code = cd, cda, cdpt

Journal	Payee or Description	Date	Check No	Amount
CDPT	ICMA RETIREMENT TRUST-#801021	08/04/2010	85	2,068.77
CDPT	ICMA RETIREMENT TRUST-107328	08/04/2010	86	2,593.20
CDPT	ICMA RETIREMENT TRUST-301813	08/04/2010	87	2,833.64
CDPT	IRS TAX DEPOSIT	08/04/2010	88	30,496.32
CDPT	UTAH STATE RETIREMENT OFFICE	08/04/2010	89	16,692.41
CDPT	ICMA RETIREMENT TRUST-#801021	08/19/2010	90	2,079.95
CDPT	ICMA RETIREMENT TRUST-107328	08/19/2010	91	2,595.02
CDPT	ICMA RETIREMENT TRUST-301813	08/19/2010	92	2,897.29
CDPT	IRS TAX DEPOSIT	08/19/2010	93	29,516.81
CDPT	UTAH STATE RETIREMENT OFFICE	08/19/2010	94	16,500.74
CDPT	CHILD SUPPORT SERVICES/ ORS	08/09/2010	30400	489.60
CDPT	FCF BENEFITS & ADMINISTRATION	08/09/2010	30401	1,356.76
CDPT	INTERNAL REVENUE SERVICE	08/09/2010	30402	34.00
CDPT	CHILD SUPPORT SERVICES/ ORS	08/20/2010	30403	489.60
CDPT	FCF BENEFITS & ADMINISTRATION	08/20/2010	30404	1,356.76
CDPT	INTERNAL REVENUE SERVICE	08/20/2010	30405	34.00
CD	SANDY ANDERSON - PARK DEPOSIT REFUND	08/05/2010	80752	50.00
CD	CYNDI ARCHBOLD - PARK DEPOSIT REFUND	08/05/2010	80753	50.00
CD	PHYLLIS BAILIE - REIMB. FOR HEADSET RING	08/05/2010	80754	23.68
CD	JULIE BARLOW - COMM. CENTER DEPOSIT REFU	08/05/2010	80755	295.00
CD	TONY BENJAMIN - REIMB. FOR FESTIVAL DAYS	08/05/2010	80756	183.30
CD	JOHN BERGEN - PARK DEPOSIT REFUND	08/05/2010	80757	50.00
CD	CARRIE BROCK - COMM. CENTER DEPOSIT REFU	08/05/2010	80758	300.00
CD	MEGGAN BUCHER - REIMB. PARADE ENTRY	08/05/2010	80759	54.03
CD	DEANN CARLILE - REIMB. REFRESHMENTS	08/05/2010	80760	48.74
CD	EMILY CHILD - PARK DEPOSIT REFUND	08/05/2010	80761	50.00
CD	JESSICA CRONIN - FOOTBALL REFUND	08/05/2010	80762	160.00
CD	JANENE CURTIS - PARK DEPOSIT REFUND	08/05/2010	80763	70.00
CD	RICK DUTSON - YOUTH CITY COUNCIL EXPENSE	08/05/2010	80764	76.16
CD	HOLLY GADD - MILEAGE/CONF.	08/05/2010	80765	121.20
CD	RUTH GATRELL - PARK DEPOSIT REFUND	08/05/2010	80766	50.00
CD	KRISTI GOLDSBERRY - PARK DEPOSIT REFUND	08/05/2010	80767	50.00
CD	BONNIE HALE - PARK DEPOSIT REFUND	08/05/2010	80768	50.00
CD	SARAH HALE - RANCHES PARK RIBBON CUTTING	08/05/2010	80769	34.87
CD	KRISTEN HARBERTSON - FYCC REIMB.	08/05/2010	80770	100.00
CD	NELSON HAYES - PARK DEPOSIT REFUND	08/05/2010	80771	50.00
CD	DIANA JENSEN - PARK DEPOSIT REFUND	08/05/2010	80772	50.00
CD	HARV JEPPSEN - REIMB. FOR FESTIVAL DAYS	08/05/2010	80773	241.48
CD	KEITH JOHNSON - MILEAGE REIMB.	08/05/2010	80774	41.00
CD	SUNGKIL KANG - PARK DEPOSIT REFUND	08/05/2010	80775	50.00
CD	JEREMY LAYTON - SUMMER FUN REFUND	08/05/2010	80776	20.00
CD	HEIDI MARK - SOCCER REFUND	08/05/2010	80777	38.00
CD	MATTHEW MARTEN - PARK DEPOSIT REFUND	08/05/2010	80778	75.00
CD	ERIC MILLER - REIMB. FOR BOOTS	08/05/2010	80779	94.00
CD	SHIRLEY MOULTON - PARK DEPOSIT	08/05/2010	80780	50.00
CD	JAMES NOBLE - PARK DEPOSIT REFUND	08/05/2010	80781	70.00
CD	GENAE O'BRIEN - FOOTBALL REFUND	08/05/2010	80782	160.00
CD	LOUISE ODYSSEUS - REIMB. FOR FESTIVAL DA	08/05/2010	80783	38.70
CD	TIM PACE - TENNIS REFUND	08/05/2010	80784	70.00
CD	CAROLIE PARKER - PARK DEPOSIT REFUND	08/05/2010	80785	50.00
CD	STEPHANIE PARRY - FOOTBALL REFUND	08/05/2010	80786	320.00
CD	DORENE PETERSON - SWIM LESSON REFUND	08/05/2010	80787	70.00
CD	DOUG REDD - PARK DEPOSIT REFUND	08/05/2010	80788	50.00
CD	CATHY RICE -	08/05/2010	80789	136.27
CD	TYLER SERVOSS - PARK DEPOSIT REFUND	08/05/2010	80790	50.00
CD	ASHLEE SMART - SOCCER REFUND	08/05/2010	80791	19.00

Journal	Payee or Description	Date	Check No	Amount
CD	KARYN SMITH - COMM. CENTER DEPOSIT REFUN	08/05/2010	80792	140.00
CD	HEATHER SODERQUIST - SWIM LESSON REFUND	08/05/2010	80793	50.00
CD	KRISTINE TATE - PARK DEPOSIT REFUND	08/05/2010	80794	50.00
CD	JILL WELCH - REIMB. FOR PLAY	08/05/2010	80795	102.64
CD	ULCT - REG. FOR ANNUAL CONVENTION	08/05/2010	80796	2,680.00
CD	ICC - MEMBERSHIP: ERIC MILLER AND	08/05/2010	80797	100.00
CD	BUCK'S BAGS, INC. - SUPPLIES	08/05/2010	80798	261.00
CD	ELIFEGUARD, INC. - POOL SUPPLIES	08/05/2010	80799	169.99
CD	GENERAL COMMUNICATION, INC. - PARTIAL BI	08/05/2010	80800	38,681.20
CD	JCOMM CORP. - AMB. SUPPLIES	08/05/2010	80801	70.85
CD	PCS - ALARM MONITORING	08/05/2010	80802	240.00
CD	SMASH ATHLETICS, INC. - SOCCER SUPPLIES	08/05/2010	80803	5,041.81
CD	SMITH CROWN COM. - SUPPLIES	08/05/2010	80804	667.75
CD	TECSERV, INC. - SERVICE CONTRACT	08/05/2010	80805	1,500.00
CD	DAVIS COUNTY RECORDER - RECORDING FEE -F	08/10/2010	80806	161.00
CD	ZIONS BANK - TRUST #2745989	08/12/2010	80807	11,696.13
CD	RICHMOND AMERICAN - PERMIT 8721 REFUND	08/12/2010	80808	300.00
CD	BENCHLAND WATER DISTRICT - 2ND QTR 2010	08/12/2010	80809	300.00
CD	SYMPHONY HOMES - PERMIT 9372 REFUND	08/12/2010	80810	300.00
CD	WOODSIDE HOMES - REFUND FOR PERMIT #9262	08/12/2010	80811	300.00
CD	DUERDEN'S - APPLIANCES	08/12/2010	80812	1,797.99
CD	KEN KLINKER - TRAVEL EXPENSES	08/12/2010	80813	910.29
CD	DOUG & TERESA WOOD - CEMETERY LOTS SOLD	08/12/2010	80814	100.00
CD	DALE ROSE/WINTERGREEN - SOLD CEMETERY LO	08/12/2010	80815	1,200.00
CD	DESTINATION HOMES -	08/12/2010	80816	1,500.00
CD	GARBETT CONSTRUCTION - PERMIT #10-9423	08/12/2010	80817	3,000.00
CD	HASKELL HOMES -	08/12/2010	80818	1,500.00
CD	D.R. HORTON -	08/12/2010	80819	3,000.00
CD	IVORY HOMES -	08/12/2010	80820	1,500.00
CD	CL MARTINEAU HOMES - PERMIT #09-8900, VE	08/12/2010	81061	500.00
CD	RAINEY HOMES - PERMIT #10-9410, VENDOR #	08/12/2010	81062	1,500.00
CD	RICHMOND AMERICAN HOMES - PERMIT #10-946	08/12/2010	81063	7,500.00
CD	ROBERT STRAATMAN -	08/12/2010	81064	1,500.00
CD	SYMPHONY HOMES - PERMIT #10-9317, VENDOR	08/12/2010	81065	3,000.00
CD	TURVILLE CONSTRUCTION - PERMIT #09-9031,	08/12/2010	81066	500.00
CD	WOODSIDE HOMES -	08/12/2010	81067	3,000.00
CD	BIKER'S EDGE - KAYSVILLE - TUNEUP	08/12/2010	81068	119.98
CD	RUSSELL ALLEY - PARK DEPOSIT REFUND	08/12/2010	81069	50.00
CD	DAVID AUSTIN - SWIM LESSON CANCELLATION	08/12/2010	81070	145.00
CD	LAURI BARGER - PARK DEPOSIT REFUND	08/12/2010	81071	50.00
CD	JARED CHRISTENSEN - REIMB. FESTIVAL DAYS	08/12/2010	81072	124.62
CD	TRUDI COOPER - PARK DEPOSIT REFUND	08/12/2010	81073	50.00
CD	TROY FINLEY - SOCCER REFUND	08/12/2010	81074	70.00
CD	DENISE FLAMM - PARK DEPOSIT REFUND	08/12/2010	81075	50.00
CD	BETHANIE FORD - COMM. CENTER DEPOSIT REF	08/12/2010	81076	105.00
CD	JANA FOWERS - PARK DEPOSIT REFUND	08/12/2010	81077	50.00
CD	KEVIN GRANGE - SOCCER REFUND	08/12/2010	81078	35.00
CD	PAULYNN HACKING - PAKR DEPOSIT REFUND	08/12/2010	81079	100.00
CD	SCOTT HARBERTSON - REIMB. FOR FITNESS CE	08/12/2010	81080	700.59
CD	RANI HILLER - POOL REFUND	08/12/2010	81081	145.00
CD	ANTHONY JACKSON - PARK DEPOSIT REFUND	08/12/2010	81082	50.00
CD	ADRIANNE JACOBSEN - SWIM LESSON REFUND	08/12/2010	81083	25.00
CD	SUSAN JACOBSON - CLEANING	08/12/2010	81084	550.00
CD	JOLEEN JENSON - PARK DEPOSIT REFUND	08/12/2010	81085	50.00
CD	JERRY KING - PARK DEPOSIT REFUND	08/12/2010	81086	50.00
CD	SANDER LARSON - PARK DEPOSIT REFUND	08/12/2010	81087	50.00
CD	ANNETTE LEWIS - PARK DEPOSIT REFUND	08/12/2010	81088	50.00
CD	JENNIFER LOWE - SWIM LESSON REFUND	08/12/2010	81089	23.00
CD	STEPHANIE MASTER - PARK DEPOSIT REFUND	08/12/2010	81090	50.00

Journal	Payee or Description	Date	Check No	Amount
CD	JOAN MOFFAT - PARK DEPOSIT REFUND	08/12/2010	81091	50.00
CD	NIKKI MORTENSEN - FOOTBALL REFUND	08/12/2010	81092	160.00
CD	NAN PHILLIPS - PARK DEPOSIT REFUND	08/12/2010	81093	50.00
CD	JULIE SALISBURY - PARK DEPOSIT REFUND	08/12/2010	81094	50.00
CD	TAMARA SMALLEY - FOOTBALL JERSEY REFUND	08/12/2010	81095	15.00
CD	BONNIE SMITH - PARK DEPOSIT REFUND	08/12/2010	81096	50.00
CD	DEBBIE SMITH - PARK DEPOSIT REFUND	08/12/2010	81097	50.00
CD	GLENN SYMES - REIMB. FOR SUPPLIES	08/12/2010	81098	27.98
CD	LAURENE THOMAS - PARK DEPOSIT REFUND	08/12/2010	81099	50.00
CD	MARY LOU TORRES - PARK DEPOSIT REFUND	08/12/2010	81100	50.00
CD	CLICKINKS.COM - INKJET CARTRIDGE	08/12/2010	81101	52.25
CD	DAVIS HIGH SCHOOL BANK - RENTAL	08/12/2010	81102	75.00
CD	FATPOT TECHNOLOGIES, LLC - RECORDS MANAG	08/12/2010	81103	10,841.00
CD	HIGHVALLEY CHEMICAL, INC. - SUPPLIES	08/12/2010	81104	13.98
CD	LAKEVIEW ROCK PRODUCTS - GRAVEL	08/12/2010	81105	1,877.18
CD	LEXIPOL LLC - MANUAL UPDATES	08/12/2010	81106	2,450.00
CD	MARK MILLARD - TOOLS	08/12/2010	81107	204.39
CD	SERVPRO OF BOUNTIFUL - SERVICE	08/12/2010	81108	1,198.52
CD	SILK PETALS - INVOICE FOR PLANT RENTAL	08/12/2010	81109	157.50
CD	DOUG TRUMP CONSTRUCTION - CURB & GUTTER	08/12/2010	81110	250.00
CD	THE UPS STORE - FLYERS/ADVERTISING	08/12/2010	81111	10.02
CD	UTAH BUSINESS LICENSING ASSOC. - CONF. R	08/12/2010	81112	115.00
CDA	A-1 UNIFORMS	08/13/2010	81113	228.83
CDA	ACADEMY SPORTS	08/13/2010	81114	6,005.25
CDA	ALLES ENTERPRISES, INC.	08/13/2010	81115	420.00
CDA	AMERICAN EXPRESS	08/13/2010	81116	75.00
CDA	AMERICAN LINEN - STEINER	08/13/2010	81117	72.98
CDA	AMERICOM TECHNOLOGY	08/13/2010	81118	52.50
CDA	BELL JANITORIAL SUPPLY, LLC	08/13/2010	81119	242.86
CDA	BLOMQUIST HALE CONSULTING	08/13/2010	81120	150.00
CDA	BLUE STAKES OF UTAH	08/13/2010	81121	246.06
CDA	BOWMAN'S SUPERSTORE	08/13/2010	81122	441.40
CDA	BRODY CHEMICAL	08/13/2010	81123	2,564.81
CDA	CLS	08/13/2010	81124	1,842.60
CDA	CANYON OFFICE PRODUCTS	08/13/2010	81125	400.72
CDA	CARR PRINTING COMPANY	08/13/2010	81126	245.00
CDA	CENTRAL DAVIS SEWER	08/13/2010	81127	95,432.31
CDA	CHANSHARE, INC.	08/13/2010	81128	5.28
CDA	CINTAS LOC #180	08/13/2010	81129	104.52
CDA	CLIPPER PUBLISHING COMPANY	08/13/2010	81130	150.60
CDA	COLONIAL BUILDING SUPPLY, INC.	08/13/2010	81131	44.85
CDA	COMFORT SYSTEMS	08/13/2010	81132	585.25
CDA	CONFAB CARRY CRETE	08/13/2010	81133	285.00
CDA	COSTCO HSBS BUSINESS SOLUTIONS	08/13/2010	81134	2,346.53
CDA	CROFT POWER EQUIPMENT	08/13/2010	81135	188.21
CDA	DAVIS APPLIED TECHNOLOGY CENT.	08/13/2010	81136	48.60
CDA	DAVIS COUNTY CORPORATION	08/13/2010	81137	6,178.44
CDA	DICK'S MARKET	08/13/2010	81138	94.80
CDA	DISH NETWORK	08/13/2010	81139	117.72
CDA	DURK'S PLUMBING SUPPLY	08/13/2010	81140	784.86
CDA	ELECTRICAL WHOLESALE SUPPLY	08/13/2010	81141	31.83
CDA	EMSAR INTERMOUNTAIN	08/13/2010	81142	377.58
CDA	FASTENAL COMPANY	08/13/2010	81143	109.08
CDA	FIRETROL PROTECTIONS SYSTEMS	08/13/2010	81144	80.85
CDA	W. W. GRAINGER, INC.	08/13/2010	81145	412.44
CDA	J.A. HALVERSON MECHANICAL INC.	08/13/2010	81146	225.00
CDA	HARRINGTON INDUSTRIAL PLASTICS	08/13/2010	81147	92.37
CDA	HD SUPPLY WATERWORKS, LTD	08/13/2010	81148	726.51
CDA	HOLBROOK & COMPANY	08/13/2010	81149	2,918.96

Journal	Payee or Description	Date	Check No	Amount
CDA	HOLT CLEANING SUPPLY	08/13/2010	81150	691.15
CDA	ROBERT & ELDA HUFF	08/13/2010	81151	5,105.00
CDA	INTEGRA TELECOM	08/13/2010	81152	640.68
CDA	INTERFORM GRAPHICS	08/13/2010	81153	124.25
CDA	INTERMOUNTAIN TRAFFIC SAFETY	08/13/2010	81154	39.00
CDA	INTERNATIONAL CODE COUNCIL	08/13/2010	81155	1,164.02
CDA	K MART CORPORATION	08/13/2010	81156	150.96
CDA	KAYSVILLE CITY	08/13/2010	81157	60.00
CDA	MIKE KING	08/13/2010	81158	211.25
CDA	KURT'S SHOP	08/13/2010	81159	280.00
CDA	MARLO PRODUCTS	08/13/2010	81160	454.60
CDA	ROD MORTENSEN	08/13/2010	81161	85.00
CDA	MOUNTAIN ALARM	08/13/2010	81162	36.00
CDA	MOUNTAIN STATES SUPPLY, INC.	08/13/2010	81163	247.81
CDA	NU-TREND ELECTRIC CORPORATION	08/13/2010	81164	975.97
CDA	OASIS STAGE WERKS	08/13/2010	81165	120.00
CDA	OCE NORTH AMERICA	08/13/2010	81166	10,002.83
CDA	OFFICE DEPOT	08/13/2010	81167	1,244.00
CDA	ORIENTAL TRADING CO, INC.	08/13/2010	81168	162.83
CDA	PAGE BRAKE WAREHOUSE	08/13/2010	81169	465.21
CDA	PJ CHEESE, INC.	08/13/2010	81170	65.00
CDA	PACIFIC OFFICE AUTOMATION	08/13/2010	81171	816.89
CDA	JACK B. PARSON COMPANY	08/13/2010	81172	227.71
CDA	PARTS PLUS	08/13/2010	81173	377.50
CDA	PEPSI-COLA	08/13/2010	81174	80.50
CDA	PRECISION WINDSHIELD REPAIR	08/13/2010	81175	372.50
CDA	PRIME SYSTEMS	08/13/2010	81176	2,736.00
CDA	QWEST	08/13/2010	81177	1,595.47
CDA	R.C. WILLEY HOME FURNISHINGS	08/13/2010	81178	3,433.00
CDA	TOM RANDALL DISTRIBUTING	08/13/2010	81179	5,692.88
CDA	RAY'S MUFFLER SERVICE	08/13/2010	81180	697.27
CDA	RITZ CAMERA	08/13/2010	81181	559.66
CDA	Void - Information Only Check	08/13/2010	81182	.00
CDA	ROCKY MOUNTAIN POWER	08/13/2010	81183	22,167.75
CDA	SHRED-IT	08/13/2010	81184	47.00
CDA	SIRCHIE	08/13/2010	81185	39.60
CDA	SYMBOL ARTS	08/13/2010	81186	105.00
CDA	3C BUSINESS SOLUTIONS, INC.	08/13/2010	81187	4,332.61
CDA	TOP STOP CHEVRON	08/13/2010	81188	37.88
CDA	TURF EQUIPMENT & IRRIGATION	08/13/2010	81189	226.39
CDA	US FOODSERVICE, INC.	08/13/2010	81190	2,381.39
CDA	UNITED SITE SERVICE	08/13/2010	81191	965.00
CDA	UTAH BARRICADE COMPANY	08/13/2010	81192	211.34
CDA	VALPAK OF NORTHERN UTAH	08/13/2010	81193	345.00
CDA	WASATCH INTEGRATED WASTE	08/13/2010	81194	34,005.92
CDA	WEBER BASIN WATER	08/13/2010	81195	66,873.48
CDA	WHEELER MACHINERY COMPANY	08/13/2010	81196	15,000.00
CDA	WILLEY FORD	08/13/2010	81197	147.34
CD	CUTLERS - 21 BOX LUNCHES FOR D.U.E.D. ME	08/17/2010	81198	251.79
CD	QUESTAR - SERVICE LINE AGREEMENT/NEW WEL	08/19/2010	81199	300.00
CD	AMERA-CHEM, INC. - DRUG ID BIBLE - 2010	08/19/2010	81200	81.95
CD	AMERICOM - SERVICE	08/19/2010	81201	2,550.00
CD	CREATIVE CULTURE - BADGES	08/19/2010	81202	263.50
CD	CUSTOM EVENTS, INC. - BALANCE OWED FOR M	08/19/2010	81203	1,275.00
CD	LAKE WELDING SERVICES - WELDING SERVICES	08/19/2010	81204	650.00
CD	KASTLE ROCK EXCAVATION - TOP SOIL	08/19/2010	81205	2,040.00
CD	GAMETIME - PARK SUPPLIES	08/19/2010	81206	2,606.00
CD	NATIONAL RECREATION AND - NRPA MEMBERSHI	08/19/2010	81207	683.00
CD	SILK PETALS - DECOR SUPPLIES	08/19/2010	81208	327.57

Journal	Payee or Description	Date	Check No	Amount
CD	SMITH CROWN CO. - SUPPLIES	08/19/2010	81209	38.36
CD	STATE OF UTAH - ANNUAL MUNICIPAL STRMWTE	08/19/2010	81210	1,200.00
CD	WCEC ENGINEERS, INC. - INVOICE FOR SERVI	08/19/2010	81211	3,141.50
CD	WFFL - FOOTBALL FRANCHISE FEES	08/19/2010	81212	715.00
CD	WASATCH INT. WASTE MANG. DIST. - OLD CIT	08/19/2010	81213	546.62
CD	WATER GEAR, INC. - POOL SUPPLIES	08/19/2010	81214	128.90
CD	WELLS FARGO - BOX #UTFSB001271059	08/19/2010	81215	38.00
CD	WESTERN OFFICE SYSTEMS OF UTAH - INVOICE	08/19/2010	81216	29,091.58
CD	ZIONS BANK - FLAT AMOUNT FEE	08/19/2010	81217	500.00
CD	ZIONS BANK - G0 SERIES 2003	08/19/2010	81218	500.00
CD	ZIONS BANK - TRUST #2745967	08/19/2010	81219	5,450.00
CD	BRUCE BAILEY - PARK DEPOSIT REFUND	08/19/2010	81220	50.00
CD	KATHY BINGHAM - PARK DEPOSIT REFUND	08/19/2010	81221	50.00
CD	LONDON BROWN - SOCCER REFUND	08/19/2010	81222	25.00
CD	DIANE BURTON - PARK DEPOSIT REFUND	08/19/2010	81223	100.00
CD	JIM CHENEY - PARK DEPOSIT REFUND	08/19/2010	81224	50.00
CD	SYLVIA CLARK - SOCCER REIMB.	08/19/2010	81225	289.58
CD	JESSICA CRONIN - SOCCER REFUND	08/19/2010	81226	35.00
CD	DAVIS CO. SHERIFF - PARK DEPOSIT REFUND	08/19/2010	81227	50.00
CD	CHRISTOPHER DEVORE - PARK DEPOSIT REFUND	08/19/2010	81228	90.00
CD	DALE ENGBERSON - HYDRANT METER FEE REFUN	08/19/2010	81229	193.25
CD	SARAH HALE - DINNER THEATER REIMB.	08/19/2010	81230	22.47
CD	BARBARA HINCKLEY - PARK DEPOSIT REFUND	08/19/2010	81231	50.00
CD	SANDY JENSEN - POOL REFUND	08/19/2010	81232	145.00
CD	DARRELL JOHNSON - PARK DEPOSIT REFUND	08/19/2010	81233	50.00
CD	NATALIE KING - PARK DEPOSIT REFUND	08/19/2010	81234	50.00
CD	NEIL MILLER - RANCHES PARK REF. REIMB.	08/19/2010	81235	72.25
CD	LAURIE MOORE - FOOTBALL REFUND	08/19/2010	81236	160.00
CD	VOID CK	08/19/2010	81237	.00
CD	SHARA PASKETT - COMM. CENTER DEPOSIT REF	08/19/2010	81238	300.00
CD	SHANE D. P.LUMMER - OVERPAYMENT OF UTILI	08/19/2010	81239	183.47
CD	RADION PAK - SOCCER REFUND	08/19/2010	81240	25.00
CD	TIME SHARE WARE - PARK DEPOSIT REFUND	08/19/2010	81241	100.00
CD	ERMA SMITH - PARK DEPOSIT REFUND	08/19/2010	81242	50.00
CD	JULIE SMITH - POOL DEPOSIT REFUND	08/19/2010	81243	295.00
CD	CAREN SOLT - PARK DEPOSIT REFUND	08/19/2010	81244	50.00
CD	PATSY STEWART - PARK DEPOSIT REFUND	08/19/2010	81245	5.00
CD	JAMI TURMAN - PARK DEPOSIT REFUND	08/19/2010	81246	50.00
CD	K-MART - POOL	08/19/2010	81247	34.95
CD	MEGAN MURRAY - SOCCER REFUND	08/19/2010	81248	25.00
CD	ASSOCIATED BRIGHAM CONTRACTORS - PROJECT	08/26/2010	81249	28,068.31
CD	ULCT - CONVENTION REG. FOR GLENN SYMES	08/26/2010	81250	115.00
CD	AMERICAN PLANNING ASSOC. - FALL CONF. RE	08/26/2010	81251	205.00
CD	ERIC JOHNSON - REIMB. FOR FUEL	08/26/2010	81252	29.03
CD	NFPA - MEMBERSHIP	08/26/2010	81253	150.00
CD	UCFV - I-TREE WORKSHOP REG. FOR	08/26/2010	81254	150.00
CD	ULCT - ULCT CONF. THURS. ONLY	08/26/2010	81255	130.00
CD	AMERICAN PLANNING ASSOC. - UTAH APA FALL	08/26/2010	81256	175.00
CD	HOLBROOK ASPHALT CO. - SLURRY SEAL	08/26/2010	81257	233,297.47
CD	ALLDATA - SOFTWARE	08/26/2010	81258	1,500.00
CD	BRUNESTONE INC. - GRAVEL SPREADER	08/26/2010	81259	1,050.00
CD	MARK MILLARD - TOOLS	08/26/2010	81260	1,250.95
CD	MARRIOTT ROCK PRODUCTS - ROCK	08/26/2010	81261	341.12
CD	LAKEVIEW ROCK PRODUCTS, INC. - ROCK	08/26/2010	81262	910.05
CD	TRULY NOLEN OF AMERICA, INC. - PEST CONT	08/26/2010	81263	604.20
CD	WATER SYSTEMS ENGINEERING - TESTING	08/26/2010	81264	250.00
CD	UT. MUICIPAL CLERKS ASSOC. - MEMBERSHIP/	08/26/2010	81265	150.00
CD	BRADY INDUSTRIES,LLC - SUPPLIES	08/26/2010	81266	114.37
CD	THE TENNIS CO. - LABOR AND MATERIAL	08/26/2010	81267	10,750.00

Journal	Payee or Description	Date	Check No	Amount
CD	IVIE CODE GROUP, INC. - PLAN REVIEWS	08/26/2010	81268	1,222.00
CD	JCOMM CORP. - AMBULANCE	08/26/2010	81269	70.85
CD	SILK PETALS - BOOK ENDS/STANDING EASEL	08/26/2010	81270	104.00
CD	ACADEMY SPORTS - FESTIVAL DAYS SUPPLIES	08/26/2010	81271	1,072.00
CD	BOB AAMODT - PARK DEPOSIT REFUND	08/26/2010	81272	50.00
CD	KIRK BARCLAY - METER DEPOSIT REFUND	08/26/2010	81273	142.50
CD	JESSOP BODEN - FOOTBALL OFFICIAL	08/26/2010	81274	200.00
CD	JULIE CARTWRIGHT - COMM. CENTER DEPOSIT	08/26/2010	81275	295.00
CD	KELLIE COLES - PARK DEPOSIT REFUND	08/26/2010	81276	50.00
CD	JED COWAN - FOOTBALL OFFICIAL	08/26/2010	81277	150.00
CD	WAYNE HANSEN - REIMB. FOR TRAINING EXPEN	08/26/2010	81278	65.79
CD	CATHERINE HOGAN - PARK DEPOSIT REFUND	08/26/2010	81279	50.00
CD	APRIL HONEY - FOOTBALL REFUND	08/26/2010	81280	160.00
CD	NATHAN JENSEN - SOCCER REFUND	08/26/2010	81281	19.00
CD	MIKE JOHNSON - PARK DEPOSIT REFUND	08/26/2010	81282	50.00
CD	CAROLYN KOCHERHANS - PARK DEPOSIT REFUN	08/26/2010	81283	50.00
CD	JILL LODDER - PARK DEPOSIT REFUND	08/26/2010	81284	50.00
CD	KATHLEEN MITTON - PARK DEPOSIT REFUND	08/26/2010	81285	25.00
CD	RON MOODY - PARK DEPOSIT REFUND	08/26/2010	81286	50.00
CD	JACKIE MORGAN - PARK DEPOSIT REFUND	08/26/2010	81287	50.00
CD	JAN MORTENSEN - FOOTBALL OFFICIAL	08/26/2010	81288	200.00
CD	DENISE NORBERG - PARK DEPOSIT REFUND	08/26/2010	81289	100.00
CD	BARBARA PEEL - PARK DEPOSIT REFUND	08/26/2010	81290	50.00
CD	JAMIE SALMON - SOCCER REFUN D	08/26/2010	81291	25.00
CD	LEON SORENSON - PARK DEPOSIT RERFUND	08/26/2010	81292	50.00
CD	MAUREEN VOWLES - PARK DEPOSIT REFUND	08/26/2010	81293	75.00
CD	LOREN WALKER - FOOTBALL OFFICIAL	08/26/2010	81294	120.00
CD	VOID CK	08/26/2010	81295	.00
CD	CHERYL WILCOX - PARK DEPOSIT REFUND	08/26/2010	81296	50.00
CD	PETER ASPLUND - SOCCER REFUND	08/26/2010	81297	25.00
CD	CECILIE WALL - CHEERLEADING REFUND	08/26/2010	81298	50.00
CDA	A-1 UNIFORMS	08/26/2010	81299	44.00
CDA	AMERICAN LINEN - STEINER	08/26/2010	81300	48.42
CDA	BRODY CHEMICAL	08/26/2010	81301	2,561.28
CDA	CRS CONSULTING ENGINEERS II	08/26/2010	81302	16,077.30
CDA	CANYON OFFICE PRODUCTS	08/26/2010	81303	410.26
CDA	CARR PRINTING COMPANY	08/26/2010	81304	292.00
CDA	CHANSHARE, INC.	08/26/2010	81305	31.68
CDA	SHELLIE CHRISTENSEN	08/26/2010	81306	1,485.96
CDA	CLIPPER PUBLISHING COMPANY	08/26/2010	81307	180.60
CDA	COMFORT SYSTEMS	08/26/2010	81308	137.00
CDA	CROFT POWER EQUIPMENT	08/26/2010	81309	356.69
CDA	DJB GAS SERVICES, INC.	08/26/2010	81310	13.50
CDA	DAVIS APPLIED TECHNOLOGY CENT.	08/26/2010	81311	235.00
CDA	EDWARDS DANIELS ARCHITECTS	08/26/2010	81312	8,424.38
CDA	ESI ENGINEERING, INC.	08/26/2010	81313	1,210.00
CDA	EVCO HOUSE OF HOSE	08/26/2010	81314	4.62
CDA	FARMINGTON SERVICE	08/26/2010	81315	123.00
CDA	GLOBAL SECURITY	08/26/2010	81316	21.95
CDA	GOODSON SIGNS	08/26/2010	81317	125.23
CDA	J.A. HALVERSON MECHANICAL INC.	08/26/2010	81318	395.00
CDA	HOKANSON EXCAVATING, L.C.	08/26/2010	81319	3,520.00
CDA	HOME DEPOT	08/26/2010	81320	636.48
CDA	INTEGRA TELECOM	08/26/2010	81321	693.12
CDA	INTERMOUNTAIN DRUG TESTING	08/26/2010	81322	218.00
CDA	J & J PRODUCE	08/26/2010	81323	366.60
CDA	KAPP CONSTRUCTION COMPANIES	08/26/2010	81324	327.00
CDA	MIKE KING	08/26/2010	81325	162.50
CDA	KROGER - SMITH'S CUSTOMER CHGS	08/26/2010	81326	1,198.50

Journal	Payee or Description	Date	Check No	Amount
CDA	KURT'S SHOP	08/26/2010	81327	1,312.50
CDA	LES SCHWAB TIRE CENTER	08/26/2010	81328	2,837.32
CDA	LEXIS PUBLISHING	08/26/2010	81329	100.00
CDA	MATRIX MEDICAL	08/26/2010	81330	628.69
CDA	MAZURAN & HAYES, PC	08/26/2010	81331	4,750.00
CDA	METERWORKS	08/26/2010	81332	7,202.63
CDA	LARRY H. MILLER CHRYSLER JEEP	08/26/2010	81333	371.40
CDA	MOENCH PRINTING	08/26/2010	81334	1,621.00
CDA	MOUNT OLYMPUS WATERS, INC.	08/26/2010	81335	7.38
CDA	MOUNTAIN STATES SUPPLY, INC.	08/26/2010	81336	744.73
CDA	OCE NORTH AMERICA	08/26/2010	81337	7.21
CDA	OFFICE DEPOT	08/26/2010	81338	319.92
CDA	OLDCASTLE PRECAST, INC.	08/26/2010	81339	6,566.68
CDA	PAGE BRAKE WAREHOUSE	08/26/2010	81340	203.65
CDA	PJ CHEESE, INC.	08/26/2010	81341	120.61
CDA	PITNEY BOWES RESERVE ACCOUNT	08/26/2010	81342	12,000.00
CDA	PRIME SYSTEMS	08/26/2010	81343	199.00
CDA	PRO KLEANERS	08/26/2010	81344	514.75
CDA	QUESTAR GAS	08/26/2010	81345	2,125.11
CDA	QWEST	08/26/2010	81346	2,288.71
CDA	TOM RANDALL DISTRIBUTING	08/26/2010	81347	5,368.00
CDA	RED FLAME CATERING	08/26/2010	81348	410.00
CDA	ROCKY MOUNTAIN POWER	08/26/2010	81349	7,888.96
CDA	ROBINSON WASTE SERVICES	08/26/2010	81350	34,653.75
CDA	ROSS EQUIPMENT COMPANY, INC.	08/26/2010	81351	51.54
CDA	ROTATIONAL MOLDING OF UTAH	08/26/2010	81352	5,920.00
CDA	SAM'S CLUB	08/26/2010	81353	593.79
CDA	SPEEDEZE PEST CONTROL	08/26/2010	81354	140.00
CDA	STANDARD-EXAMINER	08/26/2010	81355	181.25
CDA	STEVE REGAN CO.	08/26/2010	81356	53.95
CDA	SUNRISE ENGINEERING, INC.	08/26/2010	81357	3,096.60
CDA	SYSCO INTERMOUNTAIN FOOD SVC	08/26/2010	81358	1,080.17
CDA	THB,INC.	08/26/2010	81359	185.00
CDA	THATCHER COMPANY	08/26/2010	81360	1,490.09
CDA	ANNETTE TIDWELL	08/26/2010	81361	200.00
CDA	TURF EQUIPMENT & IRRIGATION	08/26/2010	81362	193.09
CDA	US FOODSERVICE, INC.	08/26/2010	81363	609.36
CDA	UNITED SITE SERVICE	08/26/2010	81364	89.43
CDA	UNITED STATES WELDING, INC.	08/26/2010	81365	105.75
CDA	UTAH BARRICADE COMPANY	08/26/2010	81366	903.50
CDA	UTAH COMMUNICATIONS AGENCY NET	08/26/2010	81367	1,767.00
CDA	UTAH COMMUNICATIONS, INC.	08/26/2010	81368	37.50
CDA	UTAH SAFETY COUNCIL	08/26/2010	81369	350.50
CDA	UTAH VALLEY UNIVERSITY	08/26/2010	81370	110.50
CDA	WASATCH INTEGRATED WASTE	08/26/2010	81371	9.62
CDA	WHEELER MACHINERY COMPANY	08/26/2010	81372	282.03
CDA	WILLEY FORD	08/26/2010	81373	1,944.86
CDA	YOUNG CHEVROLET	08/26/2010	81374	91.62
			Total:	1,030,957.80

Report Criteria:
Transaction.Journal Code = cd, cda, cdpt

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

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

1. Have been pre-audited and documented;

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

   b. Are directly approved by the Governing Body; or

   c. Are approved by the Finance Officer.

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

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

FARMINGTON CITY CORPORATION

By: _____
KEITH S. JOHNSON, Finance Officer

By: _____
MAX FORBUSH, City Manager

. . . . . .

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

_____
SCOTT C. HARBERTSON, Mayor

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

Report Criteria:
Transaction.Journal Code = CD, CDA, CDPT

Journal	Payee or Description	Date	Check No	Amount
CDPT	ICMA RETIREMENT TRUST-#801021	09/01/2010	95	2,083.09
CDPT	ICMA RETIREMENT TRUST-107328	09/01/2010	96	7,668.87
CDPT	ICMA RETIREMENT TRUST-301813	09/01/2010	97	2,889.60
CDPT	IRS TAX DEPOSIT	09/01/2010	98	27,518.59
CDPT	UTAH STATE RETIREMENT OFFICE	09/01/2010	99	17,509.74
CDPT	UTAH STATE TAX COMMISSION	09/01/2010	100	15,445.55
CDPT	ICMA RETIREMENT TRUST-#801021	09/16/2010	101	2,084.65
CDPT	ICMA RETIREMENT TRUST-107328	09/16/2010	102	2,597.50
CDPT	ICMA RETIREMENT TRUST-301813	09/16/2010	103	2,811.74
CDPT	IRS TAX DEPOSIT	09/16/2010	104	26,913.73
CDPT	UTAH STATE RETIREMENT OFFICE	09/16/2010	105	16,776.76
CDPT	AFLAC	09/03/2010	30406	717.31
CDPT	CHILD SUPPORT SERVICES/ ORS	09/03/2010	30407	489.60
CDPT	COMMUNITY SHARES UTAH	09/03/2010	30408	66.00
CDPT	CONSECO HEALTH INSURANCE CO.	09/03/2010	30409	205.25
CDPT	FCF BENEFITS & ADMINISTRATION	09/03/2010	30410	1,356.76
CDPT	FRATERNAL ORDER OF POLICE	09/03/2010	30411	250.00
CDPT	HARTFORD LIFE AND ANNUITY	09/03/2010	30412	60.58
CDPT	INTERNAL REVENUE SERVICE	09/03/2010	30413	34.00
CDPT	PEHP	09/03/2010	30414	3,249.84
CDPT	SELECT HEALTH	09/03/2010	30415	43,210.00
CDPT	STANDARD INSURANCE CO.	09/03/2010	30416	4,045.82
CDPT	UTAH LOCAL GOVERNMENTS TRUST	09/03/2010	30417	1,195.51
CDPT	CHILD SUPPORT SERVICES/ ORS	09/20/2010	30418	489.60
CDPT	FCF BENEFITS & ADMINISTRATION	09/20/2010	30419	1,356.76
CDPT	INTERNAL REVENUE SERVICE	09/20/2010	30420	34.00
CD	MARGY LOMAX - REIMB. GIFT CERT.	09/02/2010	81375	300.00
CD	JDH AUDIO CORP - PERMIT #10-9436, VENDOR	09/02/2010	81376	1,500.00
CD	RANDALL CONSTRUCTION - PERMIT #10-9377,	09/02/2010	81377	1,500.00
CD	SYMPHONY HOMES -	09/02/2010	81378	1,500.00
CD	RAINEY HOMES - PERMIT #10-9478, VENDOR #	09/02/2010	81379	1,500.00
CD	WOODSIDE HOMES -	09/02/2010	81380	6,000.00
CD	JERRY PRESTON CONSTRUCTION -	09/02/2010	81381	8,000.00
CD	GARBETT CONSTRUCTION - PERMIT #10-9412	09/02/2010	81382	4,500.00
CD	RICHMOND AMERICAN HOMES - PERMIT #10-948	09/02/2010	81383	18,900.00
CD	CONOCOPHILLIPS CO. - RECEIPT #1.440103	09/02/2010	81384	1,000.00
CD	UPPER LIMIT, INC. - SUPPLIES	09/02/2010	81385	1,483.00
CD	HUGHES GENERAL CONTRACTORS - PERIOD TO 0	09/02/2010	81386	257,854.48
CD	STAKER & PARSONS CO. - STATION PARKWAY N	09/02/2010	81387	140,607.00
CD	ERICKSON LANDSCAPING, INC. - WORK THOUGH	09/02/2010	81388	3,999.50
CD	UTAH IAI - TRAINING FEE FOR S. RICHARDSO	09/02/2010	81389	215.00
CD	MOBILE CRIME SCENE ACADEMY LLC - CLASS F	09/02/2010	81390	350.00
CD	BRYANT IVES - TRAINING EXPENSES	09/02/2010	81391	8.00
CD	DAVE QUINLEY - TRAINING EXPENSES	09/02/2010	81392	8.00
CD	UTAH SHERIFFS ASSOC. - CONF. REGISTRATIO	09/02/2010	81393	300.00
CD	R.L. ADAMS HVAC - SERVICE	09/02/2010	81394	170.00
CD	THE UPS STORE - SHIPPING 08-24-10	09/02/2010	81395	15.28
CD	BRADY INDUSTRIES, LLC - COMM. CENTER SUP	09/02/2010	81396	166.38
CD	GENERAL COMMUNICATIONS, INC. - PARTIAL B	09/02/2010	81397	5,278.60
CD	UCFC - REGISTRATION FOR COLBY THACKERY	09/02/2010	81398	150.00
CD	IIMC - MEMBERSHIP RENEWAL FOR H. GADD	09/02/2010	81399	125.00
CD	SMITH CROWN CO. - SUPPLIES	09/02/2010	81400	667.75
CD	ARLEEN BEDINGFIELD - PARK DEPOSIT REFUND	09/02/2010	81401	50.00
CD	ROBERT BOTT - COMM. CENTER DEPOSIT REFUN	09/02/2010	81402	150.00
CD	VOID CK	09/02/2010	81403	.00
CD	KELLY CRUMP - SWIM LESSON CANCELLATION	09/02/2010	81404	65.00

Journal	Payee or Description	Date	Check No	Amount
CD	SUSAN FACER - PLAY REFUND	09/02/2010	81405	75.00
CD	PATRICIA HESS - PARK DEPOSIT REFUND	09/02/2010	81406	50.00
CD	LAUREN HIRST - PARK DEPOSIT REFUND	09/02/2010	81407	50.00
CD	AMY KIRKHAM - SOCCER REFUND	09/02/2010	81408	25.00
CD	MICHELE LEMMON - COMM. CENTER DEPOSIT RE	09/02/2010	81409	150.00
CD	REBEKAH MILLER - COMM. CENTER DEPOSIT RE	09/02/2010	81410	260.00
CD	STACI MORGAN - PARK DEPOSIT REFUND	09/02/2010	81411	100.00
CD	SHANTAYE MORRELL - PARK DEPOSIT REFUND	09/02/2010	81412	50.00
CD	ANY MORTENSEN - PARK DEPOSIT REFUND	09/02/2010	81413	50.00
CD	LOUISE ODYSSEUS - FOOTBALL JERSY	09/02/2010	81414	15.00
CD	JERAN PAGE - FOOTBALL OFFICIAL	09/02/2010	81415	200.00
CD	LICHELLE PERRY - PARK DEPOSIT REFUND	09/02/2010	81416	50.00
CD	JERALD QUIST - FOOTBALL OFFICIAL	09/02/2010	81417	200.00
CD	PAGIE RYTHER - COMM. CENTER DEPOSIT REFU	09/02/2010	81418	300.00
CD	CORY SCHOFIELD - FOOTBALL OFFICIAL	09/02/2010	81419	200.00
CD	MONICA SESSIONS - PARK DEPOSIT REFUND	09/02/2010	81420	50.00
CD	MELISSA SMITH - SWIM PASS REFUND	09/02/2010	81421	40.00
CD	BILL SOUTHWICK - REIMB. FOR COSTUME RENT	09/02/2010	81422	110.00
CD	GRACE WILSON - INVOICE #2 YOUTH TENNIS	09/02/2010	81423	1,085.00
CD	JED COWAN - FOOTBALL OFFICIAL	09/02/2010	81424	150.00
CD	JOLYN PETERSON - PARK DEPOSIT REFUND	09/02/2010	81425	50.00
CD	PETTY CASH - EMPL. LUNCHEON	09/09/2010	81426	107.40
CD	RAINEY DEVELOPMENT - STORM DRAIN REIMB.	09/09/2010	81427	9,005.50
CD	SPENCER MOFFAT - STORM DRAIN FEE REIMB.	09/09/2010	81428	39,151.85
CD	BSN SPORTS - SUPPLIES	09/09/2010	81429	250.40
CD	DEPT. OF PUBLIC SAFETY - TOAD TEST FOR J	09/09/2010	81430	60.00
CD	HOLBROOK ASPHALT CO. - TRAIL IMPROVEMENT	09/09/2010	81431	9,374.24
CD	RICHMOND AMERICAN - BLDG. PERMIT PARTIAL	09/09/2010	81432	111.10
CD	ZIONS BANK -	09/09/2010	81433	11,696.13
CD	LUCY ANDERSON - PARK DEPOSIT REFUND	09/09/2010	81434	50.00
CD	LYNN ANDERSON - PARK DEPOSIT REFUND	09/09/2010	81435	50.00
CD	GAYLE BARTH - PARK DEPOSIT REFUND	09/09/2010	81436	50.00
CD	JOY BOUCK - PARK DEPOSIT REFUND	09/09/2010	81437	50.00
CD	JAMI BURR - VOLLEYBALL REFUND	09/09/2010	81438	5.00
CD	HEATHER CARVER - PARK DEPOSIT REFUND	09/09/2010	81439	50.00
CD	LORI FARNSWORTH - COMM. CENTER CLEANING	09/09/2010	81440	500.00
CD	COLLEEN FERRIN - PARK DEPOSIT REFUND	09/09/2010	81441	50.00
CD	ADAM GUNN - LOGO DEVELOPMENT	09/09/2010	81442	600.00
CD	MAUREEN HIGGINSON - SOCCER REFUND	09/09/2010	81443	19.00
CD	KRISTINE JOHNSON - PARK DEPOSIT REFUND	09/09/2010	81444	50.00
CD	KRISTINA JONES - PARK DEPOSIT REFUND	09/09/2010	81445	50.00
CD	ILEEN LOWDER - PARK DEPOSIT REFUND	09/09/2010	81446	50.00
CD	MARLENE LUNDSTROM - PARK DEPOSIT REFUND	09/09/2010	81447	50.00
CD	ADRIANA NEWTON - PARK DEPOSIT REFUND	09/09/2010	81448	50.00
CD	SHERILYN OLSEN - SOCCER REFUND	09/09/2010	81449	19.00
CD	ANNIKA TYE - MISS FARMINGTON SCHOLARSHIP	09/09/2010	81450	1,000.00
CD	VOID CK	09/02/2010	81451	.00
CD	DAVID PETERSEN - REIMB. FOR EMPL. LUNCH	09/09/2010	81452	30.48
CD	TROY WHITTIER - SOCCER REFUND	09/09/2010	81453	25.00
CD	JUNE VOWLES - CEMETERY PLOT REFUND	09/09/2010	81454	1,000.00
CDA	A-1 UNIFORMS	09/13/2010	81455	262.38
CDA	AAA FIRE & SAFETY & ALARM, INC	09/13/2010	81456	335.00
CDA	ALLES ENTERPRISES, INC.	09/13/2010	81457	277.50
CDA	AMERICAN LINEN - STEINER	09/13/2010	81458	24.21
CDA	BATTERIES PLUS	09/13/2010	81459	144.00
CDA	BLUE PEBBLE PRESS	09/13/2010	81460	1,500.00
CDA	BLUE STAKES OF UTAH	09/13/2010	81461	236.90
CDA	BOWMAN'S SUPERSTORE	09/13/2010	81462	441.40
CDA	BRODY CHEMICAL	09/13/2010	81463	1,282.59

Journal	Payee or Description	Date	Check No	Amount
CDA	CARQUEST AUTO PARTS STORES	09/13/2010	81464	536.95
CDA	ROSS CAMPBELL	09/13/2010	81465	3,808.75
CDA	CANYON OFFICE PRODUCTS	09/13/2010	81466	251.71
CDA	CENTERVILLE CITY	09/13/2010	81467	76.18
CDA	CENTRAL DAVIS SEWER	09/13/2010	81468	96,002.03
CDA	CHANSHARE, INC.	09/13/2010	81469	1,283.00
CDA	CLIPPER PUBLISHING COMPANY	09/13/2010	81470	90.10
CDA	COLONIAL BUILDING SUPPLY, INC.	09/13/2010	81471	68.53
CDA	COMFORT SYSTEMS	09/13/2010	81472	700.75
CDA	CRAYTHORNE, INC.	09/13/2010	81473	1,077.91
CDA	CROFT POWER EQUIPMENT	09/13/2010	81474	264.27
CDA	DJB GAS SERVICES, INC.	09/13/2010	81475	112.55
CDA	ELECTRICAL WHOLESALE SUPPLY	09/13/2010	81476	105.26
CDA	EVCO HOUSE OF HOSE	09/13/2010	81477	186.41
CDA	GOODSON SIGNS	09/13/2010	81478	1,019.73
CDA	M.C. GREEN & SONS, INC.	09/13/2010	81479	3,658.48
CDA	HD SUPPLY WATERWORKS, LTD	09/13/2010	81480	1,056.42
CDA	HERRICK INDUSTRIAL SUPPLY CO.	09/13/2010	81481	89.71
CDA	HOKANSON EXCAVATING, L.C.	09/13/2010	81482	1,200.00
CDA	HOLT CLEANING SUPPLY	09/13/2010	81483	87.73
CDA	ROBERT & ELDA HUFF	09/13/2010	81484	5,410.00
CDA	INTEGRA TELECOM	09/13/2010	81485	3,489.68
CDA	IRIS MEDICAL, INC.	09/13/2010	81486	343.36
CDA	J & J PRODUCE	09/13/2010	81487	326.00
CDA	KAPP CONSTRUCTION COMPANIES	09/13/2010	81488	317.00
CDA	KASTLE ROCK EXCAVATING	09/13/2010	81489	4,420.00
CDA	KURT'S SHOP	09/13/2010	81490	577.50
CDA	MAW EQUIPMENT	09/13/2010	81491	417.53
CDA	METERWORKS	09/13/2010	81492	49,999.95
CDA	LARRY H. MILLER CHRYSLER JEEP	09/13/2010	81493	22.38
CDA	MOENCH PRINTING	09/13/2010	81494	1,638.00
CDA	FRED A. MORETON & CO.	09/13/2010	81495	1,408.00
CDA	MOUNTAIN STATES SUPPLY, INC.	09/13/2010	81496	1,527.74
CDA	OFFICE DEPOT	09/13/2010	81497	394.49
CDA	OLDCASTLE PRECAST, INC.	09/13/2010	81498	4,592.35
CDA	PAGE BRAKE WAREHOUSE	09/13/2010	81499	125.59
CDA	PACIFIC OFFICE AUTOMATION	09/13/2010	81500	160.00
CDA	PARK LANE CHEVRON	09/13/2010	81501	25.08
CDA	JACK B. PARSON COMPANY	09/13/2010	81502	5,567.60
CDA	PARTS PLUS	09/13/2010	81503	41.13
CDA	PRIME SYSTEMS	09/13/2010	81504	5,538.00
CDA	PRO KLEANERS	09/13/2010	81505	415.00
CDA	RADIO SHACK	09/13/2010	81506	25.16
CDA	TOM RANDALL DISTRIBUTING	09/13/2010	81507	11,193.92
CDA	RAY'S MUFFLER SERVICE	09/13/2010	81508	696.81
CDA	RED FLAME CATERING	09/13/2010	81509	36.00
CDA	Void - Information Only Check	09/13/2010	81510	.00
CDA	ROCKY MOUNTAIN POWER	09/13/2010	81511	19,042.39
CDA	ROBINSON WASTE SERVICES	09/13/2010	81512	411.57
CDA	ROTATIONAL MOLDING OF UTAH	09/13/2010	81513	2,960.00
CDA	ROTO-ROOTER	09/13/2010	81514	400.00
CDA	SAFETY SUPPLY & SIGN CO., INC.	09/13/2010	81515	173.61
CDA	SEAL COAT SUPPLY, INC.	09/13/2010	81516	230.00
CDA	SEMI SERVICE, INC.	09/13/2010	81517	116.74
CDA	SHRED-IT	09/13/2010	81518	107.00
CDA	SKAGGS COMPANIES, INC.	09/13/2010	81519	174.96
CDA	SKILL STAFF	09/13/2010	81520	301.15
CDA	DOUGLAS C. SMITH	09/13/2010	81521	192.50
CDA	SPRINKLER SUPPLY-LAYTON	09/13/2010	81522	285.75

Journal	Payee or Description	Date	Check No	Amount
CDA	STANDARD-EXAMINER	09/13/2010	81523	166.95
CDA	TEC SERV, INC.	09/13/2010	81524	1,500.00
CDA	THATCHER COMPANY	09/13/2010	81525	1,592.02
CDA	ANNETTE TIDWELL	09/13/2010	81526	200.00
CDA	3C BUSINESS SOLUTIONS, INC.	09/13/2010	81527	519.55
CDA	TURF EQUIPMENT & IRRIGATION	09/13/2010	81528	860.28
CDA	US FOODSERVICE, INC.	09/13/2010	81529	178.08
CDA	UT DEPT OF WORKFORCE SERVICES	09/13/2010	81530	81.01
CDA	VALPAK OF NORTHERN UTAH	09/13/2010	81531	345.00
CDA	WASATCH INTEGRATED WASTE	09/13/2010	81532	34,130.25
CDA	WHEELER MACHINERY COMPANY	09/13/2010	81533	91.35
CDA	WILLEY FORD	09/13/2010	81534	442.50
CDA	WOODY'S PAVEMENT STRIPING	09/13/2010	81535	8,250.00
CDA	YOUNG CHEVROLET	09/13/2010	81536	52.10
CDA	YOUR VALET CLEANERS	09/13/2010	81537	266.75
CD	URPA - REGISTRATION: T. HARRIS, AND	09/16/2010	81538	980.00
CD	UT. ST. GOVERNMENT - 2002 CHEV. TRUCK	09/16/2010	81539	8,652.50
CD	COSTCO - FINANCE CHARGES	09/16/2010	81540	863.25
CD	SCOTT RICHARDSON - TRAINING EXPENSES	09/16/2010	81541	48.00
CD	MITCHELL EXCAVATING - HYDRANT REFUND	09/16/2010	81542	25.00
CD	ELECTRONIC DATA SOLUTIONS - GPS BACKPACK	09/16/2010	81543	265.00
CD	DEANN CARLILE - CLEANING/AUG	09/16/2010	81544	800.00
CD	ZIONS BANK - TRUST #2745993	09/16/2010	81545	26,299.47
CD	ZIONS BANK -	09/16/2010	81546	39,430.61
CD	ZIONS BANK -	09/16/2010	81547	23,192.81
CD	ZIONS BANK -	09/16/2010	81548	23,434.90
CD	LAKEFRONT AUTO GLASS - GLASS	09/16/2010	81549	45.00
CD	LAKEVIEW ROCK PRODUCTS, INC. - GRAVEL	09/16/2010	81550	445.16
CD	BEVERLY MARKOSIAN - SIDEWALK REPLACEMENT	09/16/2010	81551	684.00
CD	UTAH LAND USE INSTITUTE - REG. FEE FOR G	09/16/2010	81552	125.00
CD	XPRESS BILL PAY - CONF. REGIST. FOR SHAN	09/16/2010	81553	150.00
CD	WCEC ENGINEERS, INC. -	09/16/2010	81554	3,607.50
CD	LUCY ANDERSON - PARK DEPOSIT REFUND	09/16/2010	81555	50.00
CD	VOID CK	09/16/2010	81556	.00
CD	CARMA BARTSCHI - DODGEBALL REFUND	09/16/2010	81557	30.00
CD	JENNY BROWN - CLASS REFUND	09/16/2010	81558	45.00
CD	LYNETTE BLOOD - PARK DEPOSIT REFUND	09/16/2010	81559	50.00
CD	TONYA CURLESS - DODGEBALL REFUND	09/16/2010	81560	30.00
CD	SYLVIA B. CALL -	09/16/2010	81561	800.00
CD	JACI CUMMINGS - BASKETBALL REFUND	09/16/2010	81562	30.00
CD	JORDAN CHRONISTER - FOOTBALL OFFICIAL	09/16/2010	81563	200.00
CD	JED COWAN - FOOTBALL OFFICIAL	09/16/2010	81564	300.00
CD	JULIE DOWNS - BASKETBALL REFUND	09/16/2010	81565	30.00
CD	SUNDE DAVIDSON - PARK DEPOSIT REFUND	09/16/2010	81566	50.00
CD	JULIE GARDINER - BASKETBALL REFUND	09/16/2010	81567	30.00
CD	JENNY GATRELL - BASKETBALL REFUND	09/16/2010	81568	30.00
CD	DANIEL GANGE - CREATIVE ARTS REFUND	09/16/2010	81569	45.00
CD	KEVIN HINH - BASKETBALL REFUND	09/16/2010	81570	30.00
CD	NATALIE HAYES - SEWING CLASS REFUND	09/16/2010	81571	60.00
CD	REGINA HOKANSON - PARK DEPOSIT REFUND	09/16/2010	81572	100.00
CD	PAULYN HACKING - PARK DEPOSIT REFUND	09/16/2010	81573	50.00
CD	ANN HANSEN - PARK DEPOSIT REFUND	09/16/2010	81574	50.00
CD	BONNIE HUNT - COMM. CENTER DEPOSIT REFUN	09/16/2010	81575	300.00
CD	JESSICA JENNINGS - BASKETBALL REFUND	09/16/2010	81576	30.00
CD	KRISTIN JAUSSI - CREATIVE ARTS CLASS REF	09/16/2010	81577	45.00
CD	LANE LARSEN - DODGEBALL REFUND	09/16/2010	81578	30.00
CD	KRISTI LARSEN - JAZZ DANCE REFUND	09/16/2010	81579	40.00
CD	MAKAYLE LARSEN - CREATIVE ART CLASS REFU	09/16/2010	81580	45.00
CD	CHARLES MACQUEEN - BASKETBALL REFUND	09/16/2010	81581	30.00

Journal	Payee or Description	Date	Check No	Amount
CD	KATHY MURPHY - BASKETBALL REFUND	09/16/2010	81582	30.00
CD	CARRIE PERKINS - CREATIVE ARTS CLASS REF	09/16/2010	81583	45.00
CD	JERAN PAGE - FOOTBALL OFFICIAL	09/16/2010	81584	240.00
CD	JERALD QUIST - FOOTBALL OFFICIAL	09/16/2010	81585	320.00
CD	MIKE REINER - FOOTBALL OFFICIAL	09/16/2010	81586	400.00
CD	JENNIFER ROBINSON - BASKETBALL REFUND	09/16/2010	81587	30.00
CD	MICHAEL SNOW - BASKETBALL REFUND	09/16/2010	81588	30.00
CD	ARDELL SAMPSON - CREATIVE ARTS CLASS REF	09/16/2010	81589	55.00
CD	MELISSA SMITH - PARK DEPOSIT REFUND	09/16/2010	81590	50.00
CD	KRISTINA STOCK - PARK DEPOSIT REFUND	09/16/2010	81591	50.00
CD	ERMA SMITH - PARK DEPOSIT REFUND	09/16/2010	81592	50.00
CD	MELISSA WILDE - CREATIVE ARTS CLASS REFU	09/16/2010	81593	45.00
CD	CARLA WOOD - PARK DEPOSIT REFUND	09/16/2010	81594	50.00
CD	GREEN SOURCE - RE-ISSUE OF CHECK REFUNDI	09/16/2010	81595	15.00
CD	KEITH JOHNSON - REIMB. FOR TABLES/UMBREL	09/16/2010	81596	313.58
CD	WINEGARS - CITY COUNCIL DINNER	09/21/2010	81597	112.95
CD	WINGERS - CITY COUNCIL DINNER	09/21/2010	81598	112.95
CD	VENTURE TECH - SCANNING SOFTWARE/SCANNEF	09/22/2010	81599	8,321.00
CD	HUGHES GENERAL CONTRACTORS - PROJECT #76	09/22/2010	81600	180,514.00
CD	CMI, INC. - MOUTHPIECE	09/22/2010	81601	52.04
CD	SPORTSMANS WAREHOUSE - GIFT CERTIFICATE	09/22/2010	81602	100.00
CD	R.L. ADAMS HVAC - SERVICE/POLICE STATION	09/22/2010	81603	170.00
CD	AMERICAN ASBESTOS ABATEMENT - ASBESTOS S	09/22/2010	81604	500.00
CD	BOUNTIUFL GLASS, INC. - DESK TOP GLASS	09/22/2010	81605	2,176.00
CD	DICK'S ACE HARDWARE - MISC. KEYS	09/22/2010	81606	3.98
CD	RAY KELLER CONSTRUCTION - SOFFIT REPAIR/	09/22/2010	81607	85.00
CD	SAFETY-WEST, INC. - SERVICE/FIRE STATION	09/22/2010	81608	97.87
CD	UT. CHIEFS OF POLICE ASSOC. - ACTIVE MEM	09/22/2010	81609	200.00
CD	UT. COUNCIL CRIME PREVENTION - REGISTRAT	09/22/2010	81610	270.00
CD	ZIONS BANK -	09/22/2010	81611	821.35
CD	ZIONS BANK - TRUST #2745969	09/22/2010	81612	45,753.00
CD	ZIONS BANK - SAB, SER 2005 BOND	09/22/2010	81613	1,750.00
CD	ZIONS BANK - SALES TAX 2009 BOND	09/22/2010	81614	2,000.00
CD	ANN ANDREASEN - YOUTH PIRATES REFUND	09/22/2010	81615	95.00
CD	PHYLLIS BAILIE - REIMB. FOR OFFICE CLOCK	09/22/2010	81616	13.43
CD	KARMA BITHELL - COMM. CENTER DEPOSIT REF	09/22/2010	81617	200.00
CD	JESSOP BODEN - FOOTBALL OFFICIAL	09/22/2010	81618	200.00
CD	MATTHEW CALL - FOOTBALL PACK REFUND	09/22/2010	81619	20.00
CD	DEBBIE CARLSEN - COMM. CENTER DEPOSIT RE	09/22/2010	81620	300.00
CD	VOID CK	09/22/2010	81621	.00
CD	JED COWAN - FOOTBALL ANNOUNCER	09/22/2010	81622	150.00
CD	GORDON CRABTREE - COMM. CENTER DEPOSIT R	09/22/2010	81623	150.00
CD	COLLEEN CRAVEN - PARK DEPOSIT REFUND	09/22/2010	81624	50.00
CD	RHONDA DAVIS - COMM. CENTER DEPOSIT REFU	09/22/2010	81625	150.00
CD	BRANDON ERICKSON - TRAINING EXPENSES	09/22/2010	81626	40.00
CD	SUSAN GREEN HALGH - PARK DEPOSIT REFUND	09/22/2010	81627	50.00
CD	ROBERT REGAN - PHOTOS FOR PLAY	09/22/2010	81628	145.00
CD	WHITNEY HALL - PARK DEPOSIT REFUND	09/22/2010	81629	50.00
CD	SHERRY HILL - PARK DEPOSIT REFUND	09/22/2010	81630	70.00
CD	KRISTIN HARBERTSON - REIMB. FOR FYCC BRE	09/22/2010	81631	158.04
CD	JEFF HASSETT - PARK DEPOSIT REFUND	09/22/2010	81632	50.00
CD	SHANTI HOFFMAN - VOLLEY BALL REFUND	09/22/2010	81633	40.00
CD	KARI HUNSAKER - PARK DEPOSIT REFUND	09/22/2010	81634	50.00
CD	SUSAN JACOBSON - MONTHLY CLEANING	09/22/2010	81635	550.00
CD	JOEL KNAPP - LUNCHES/MCTFT INTERVIEW TRA	09/22/2010	81636	64.00
CD	BEATRICE LUFKIN - TIME AND MILEAGE/HIST.	09/22/2010	81637	97.50
CD	CHRISTY LARKIN - PARK DEPOSIT REFUND	09/22/2010	81638	50.00
CD	PHIL LEWIS - YOUTH PIRATES REFUND	09/22/2010	81639	85.00
CD	GARY MCCLOY - CPR CARDS	09/22/2010	81640	60.00

Journal	Payee or Description	Date	Check No	Amount
CD	SUZANNE MILLER - PARK DEPOSIT REFUND	09/22/2010	81641	50.00
CD	JAMES NOBLE - PARK DEPOSIT REFUND	09/22/2010	81642	50.00
CD	NANCY PEARSON - FOOT BALL REFUND	09/22/2010	81643	155.00
CD	SCOTT RICHARDSON - TRAINING EXPENSES	09/22/2010	81644	24.00
CD	MATTHEW ROBINSON - REIMB. FOR TB TEST	09/22/2010	81645	20.00
CD	RHEAD RICHARDS - PARK DEPOSIT REFUND	09/22/2010	81646	50.00
CD	RYAN SCADDEN - FOOTBALL OFFICIAL	09/22/2010	81647	200.00
CD	BARBARA SMITH - YOUTH PIRATES REFUND	09/22/2010	81648	95.00
CD	CLARK STAHLE - VOLLEYBALL REFUND	09/22/2010	81649	5.00
CD	HEATHER STUBBS - FOOTBALL PACK REFUND	09/22/2010	81650	20.00
CD	KRISTINE TATE - PARK DEPOSIT REFUND	09/22/2010	81651	50.00
CD	JONATHAN TAYLOR - PARK DEPOSIT REFUND	09/22/2010	81652	50.00
CD	STEPHANIE THORNLEY - PARK DEPOSIT REFUND	09/22/2010	81653	50.00
CD	TODD VALENTINE - VOLLEYBALL REFUND	09/22/2010	81654	20.00
CD	LOREN WALKER - FOOTBALL OFFICIAL	09/22/2010	81655	200.00
CD	BROOKE WILKINS - FOOTBALL JERSEY REFUND	09/22/2010	81656	15.00
CD	DEE WINEGAR - REIMB. FOR PARADE CANDY	09/22/2010	81657	108.46
CD	JENNIFER COLEMAN - PARK DEPOSIT REFUND	09/22/2010	81658	100.00
CDA	A-1 UNIFORMS	09/22/2010	81659	201.64
CDA	ACADEMY SPORTS	09/22/2010	81660	741.00
CDA	AMERICAN LINEN - STEINER	09/22/2010	81661	73.38
CDA	AMERICOM TECHNOLOGY	09/22/2010	81662	781.39
CDA	BATTERIES PLUS	09/22/2010	81663	159.96
CDA	BLACK & MCDONALD	09/22/2010	81664	2,787.84
CDA	BLOMQUIST HALE CONSULTING	09/22/2010	81665	150.00
CDA	CANYON OFFICE PRODUCTS	09/22/2010	81666	574.49
CDA	CARPENTER PAPER CO.	09/22/2010	81667	108.69
CDA	CASELLE	09/22/2010	81668	2,436.00
CDA	CENTERVILLE CITY	09/22/2010	81669	93.66
CDA	CLIPPER PUBLISHING COMPANY	09/22/2010	81670	61.48
CDA	CONFAB CARRY CRETE	09/22/2010	81671	62.00
CDA	COSTCO HSBS BUSINESS SOLUTIONS	09/22/2010	81672	160.28
CDA	CROFT POWER EQUIPMENT	09/22/2010	81673	61.20
CDA	DJB GAS SERVICES, INC.	09/22/2010	81674	13.50
CDA	DAVIS COUNTY CORPORATION	09/22/2010	81675	3,083.72
CDA	DICK'S MARKET	09/22/2010	81676	176.59
CDA	DURK'S PLUMBING SUPPLY	09/22/2010	81677	323.40
CDA	ESI ENGINEERING, INC.	09/22/2010	81678	110.00
CDA	F.A.R.M. Police Supply	09/22/2010	81679	742.83
CDA	FEDEX KINKO'S	09/22/2010	81680	21.94
CDA	GLOBAL SECURITY	09/22/2010	81681	21.95
CDA	GOODSON SIGNS	09/22/2010	81682	1,235.84
CDA	IMPACT GUNS	09/22/2010	81683	119.97
CDA	INFOBYTES, INC.	09/22/2010	81684	432.18
CDA	INTERSTATE BATTERIES	09/22/2010	81685	97.13
CDA	MIKE KING	09/22/2010	81686	390.00
CDA	KROGER - SMITH'S CUSTOMER CHGS	09/22/2010	81687	151.01
CDA	LEXIS PUBLISHING	09/22/2010	81688	552.32
CDA	MATRIX MEDICAL	09/22/2010	81689	681.66
CDA	MOTOROLA COMM. & ELECTRONICS	09/22/2010	81690	78.00
CDA	MOUNT OLYMPUS WATERS, INC.	09/22/2010	81691	7.38
CDA	NU-TREND ELECTRIC CORPORATION	09/22/2010	81692	653.97
CDA	OCE NORTH AMERICA	09/22/2010	81693	1.92
CDA	OFFICE DEPOT	09/22/2010	81694	716.47
CDA	PAGE BRAKE WAREHOUSE	09/22/2010	81695	33.00
CDA	PJ CHEESE, INC.	09/22/2010	81696	251.63
CDA	PACIFIC OFFICE AUTOMATION	09/22/2010	81697	153.30
CDA	PARK LANE CHEVRON	09/22/2010	81698	62.41
CDA	PEPSI-COLA	09/22/2010	81699	101.25

Journal	Payee or Description	Date	Check No	Amount
CDA	PRECISION WINDSHIELD REPAIR	09/22/2010	81700	552.10
CDA	PRIME SYSTEMS	09/22/2010	81701	635.00
CDA	PROFESSIONAL SALES & SERVICE	09/22/2010	81702	4,151.99
CDA	QUESTAR GAS	09/22/2010	81703	1,590.58
CDA	QWEST	09/22/2010	81704	198.88
CDA	ROCKY MOUNTAIN POWER	09/22/2010	81705	10,576.55
CDA	ROBINSON WASTE SERVICES	09/22/2010	81706	34,498.67
CDA	SINGLE SOURCE	09/22/2010	81707	29.00
CDA	SKAGGS COMPANIES, INC.	09/22/2010	81708	89.74
CDA	SPRINT	09/22/2010	81709	1,754.65
CDA	SUNRISE ENGINEERING, INC.	09/22/2010	81710	344.96
CDA	3C BUSINESS SOLUTIONS, INC.	09/22/2010	81711	5,640.15
CDA	ULRICH & ASSOCIATES	09/22/2010	81712	4,000.00
CDA	UNITED STATES WELDING, INC.	09/22/2010	81713	41.35
CDA	UTAH COMMUNICATIONS AGENCY NET	09/22/2010	81714	1,674.00
CDA	WASATCH INTEGRATED WASTE	09/22/2010	81715	1,955.46
CDA	WORKERS COMPENSATION FUND	09/22/2010	81716	2,314.67
CD	JOY BOUCK - CATERING - 05-04-10	09/09/2010	81717	240.00
CD	SHANNON HARPER - REIMB. FOR TRAVEL EXPEN	09/09/2010	81718	63.00
CD	MARGY LOMAX - REIMB. FIRE CHIEF AWARD	09/09/2010	81719	156.71
CD	UGFOA - WEBINAR FEE FOR KEITH JOHNSON	09/09/2010	81720	110.00
CD	KEITH JOHNSON - REIMB. FOR TECH SUPPORT	09/09/2010	81721	259.00
CD	UNIVERSITY OF UTAH - CLASS REGIST. FOR S	09/09/2010	81722	450.00
CD	ICC - BONNEVILLE CHAPTER - E. PEHRSON	09/09/2010	81723	480.00
CD	APWA UTAH CHAPTER - FALL CONF. REGIS. FO	09/09/2010	81724	130.00
CD	DOCK & DOOR SERVICE - REPAIR	09/09/2010	81725	3,613.22
CD	ROTONICS MANUFACTURING, INC. - CANS	09/09/2010	81726	14,549.00
CD	SPORTS MECHANX - FOOTBALL	09/09/2010	81727	720.00
CD	DAVID ASAY - PARK DEPOSIT REFUND	09/09/2010	81728	50.00
CD	VOID CK	09/09/2010	81729	.00
CD	JED COWAN - FOOTBALL ANNOUNCER	09/09/2010	81730	150.00
CD	KAREN DUKE - COMM. CENTER DEPOSIT REFUND	09/09/2010	81731	290.00
CD	SUSAN HAMBLIN - PARK DEPOSIT REFUND	09/09/2010	81732	50.00
CD	DOUG HUBBLE - PARK DEPOSIT REFUND	09/09/2010	81733	50.00
CD	JOLEEN HUBER - PARK DEPOSIT REFUND	09/09/2010	81734	50.00
CD	LORI KALT - PARK DEPOSIT REFUND	09/09/2010	81735	50.00
CD	MARK KRANTZ - COMM. CENTER DEPOSIT REFUN	09/09/2010	81736	150.00
CD	KELLY LIPTROT - REIMB. FOR CDL RENEWAL	09/09/2010	81737	32.00
CD	GARY PETERSON - COMM. CENTER DEPOSIT REF	09/09/2010	81738	250.00
CD	SCOTT SCHRINER - FOOTBALL OFFICIAL	09/09/2010	81739	120.00
CD	RICH TAYLOR - EAGLE MASCOT REIMB.	09/09/2010	81740	500.00
CD	LOREN WALKER - FOOTBALL OFFICIAL	09/09/2010	81741	200.00
CD	JORDAN CHRONISTER - FOOTBALL OFFICIAL	09/09/2010	81742	200.00
			Total:	1,494,268.58

Report Criteria:
Transaction.Journal Code = CD, CDA, CDPT

Agenda Item 12

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

S U B J E C T: Ordinance to Amend the City's Personnel Policies & Procedures

ACTION TO BE CONSIDERED:

Minute motion approving the enclosed ordinance.

GENERAL INFORMATION:

See enclosed correspondence and ordinance.

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

RESOLUTION NO. 2010-

A RESOLUTION UPDATING AND AMENDING VARIOUS SECTIONS OF THE FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES.

WHEREAS, the City Council has previously adopted the Farmington City Personnel Policies and Procedures; and

WHEREAS, the City Council desires to update and amend various sections of the Personnel Policies and Procedures as more particularly set forth herein; and

WHEREAS, the City Council finds that the proposed amendments to the Personnel Policies and Procedures are in the best interest of the City.

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

Section 1. Amendment. The Farmington City Personnel Policies and Procedures are hereby amended to read in their entirety as more particularly set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

Section 2. Severability. If any section, clause or provision of this Resolution is declared invalid by a Court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3. Effective Date. This Resolution and the Personnel Policies and Procedures adopted herein shall become effective January 1, 2011.

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

FARMINGTON CITY

_____

Mayor Scott Harbertson

ATTEST:

_____

Margy Lomax, City Recorder

EXHIBIT "A"

PERSONNEL POLICIES AND PROCEDURES

Max Forbush

From: Lisa Romney [lromney@mhlaw.net]
Sent: Wednesday, November 10, 2010 12:04 PM
To: mforbush@farmington.utah.gov
Subject: Personnel Policies

Max, attached is a revised version of the Personnel Policies containing the changes we discussed this morning. As we discussed, once these amendments to the Personnel Policies and Procedures are adopted by the City Council, I will prepare a clean version of the document in Word format and send a copy to the City for distribution to all employees. Please have someone notify me of the adoption of the amendments by the Council and any changes to the document. The effective date of these edits is January 1, 2011, so that gives us time to get a final version ready for the employees. I think this is also a good time to require all employees to sign another Acknowledgment Form attesting to the fact that they have received the new amended policies and agree to abide by the same. I will send an Acknowledgment Form with the final version of the policies once adopted. Let me know if you have any other questions regarding this matter.

Thanks, Lisa

Lisa G. Romney
Mazuran & Hayes, P.C.
2118 East 3900 South, Suite 300
Salt Lake City, UT 84124
Telephone: (801) 272-8998
Facsimile: (801) 272-1551
Email: Lromney@mhlaw.net

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FARMINGTON CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 1 INTRODUCTION~~PERSONNEL SYSTEM PROVISIONS~~

1.010 Purpose.
1.020 Applicability.
1.030 Reserved.
1.040 Reserved.
~~1.030 System Standards.~~
~~1.040 Function.~~
1.050 Amendments.
1.060 Disclaimer.
1.070 Acknowledgment Form.
1.080 Savings Clause.

CHAPTER 2 EQUAL EMPLOYMENT OPPORTUNITY

2.010 Equal Opportunity Employer.

CHAPTER 3 ADMINISTRATION

3.010 Responsibility for Administration.
3.020 Personnel Records.

CHAPTER 4 JOB DESCRIPTIONS AND CLASSIFICATION

4.010 Job Description.
4.020 Classification.

CHAPTER 5 HIRING AND EMPLOYMENT

5.010 Recruiting.
5.020 Disqualification.
5.030 Testing.
5.035 Background Investigations.
5.040 Medical Examination.
5.050 Final Appointment.
5.060 Employment Eligibility Verification.
5.070 Rehire.
5.080 Hiring Procedures.
5.090 Employee Orientation.

CHAPTER 6 EMPLOYMENT STATUS

6.010 Exempted Positions.
6.020 Regular Full-time Employees.
6.030 Regular Part-time Employees.
6.040 Temporary Employees.
6.050 Introductory Employees.
~~6.060 Contract Employees.~~
~~6.070 Light Duty Status.~~
~~6.080 Volunteer.~~

CHAPTER 7 PERSONNEL ACTIONS

7.010 Promotion.
7.020 Salary Reduction.
7.030 Layoff (Reduction-in-Force).
7.040 Separation.
7.050 Resignation.
7.060 Transfers.
7.070 Reassignment.
7.080 Reinstatement.
7.090 Performance Management.

CHAPTER 8 COMPENSATION

8.010 Compensation. ~~Equitability.~~
8.020 General Wage/Salary Adjustments.
8.030 Initial Appointment.
8.040 Pay Progression.
8.050 Meritorious Performance.
8.055 Exempt and Non-Exempt.
8.060 Overtime.
8.065 Compensatory Time.
8.070 On Call Pay.
8.080 Final Paycheck.
8.090 Pay Advancement.
8.100 Payroll Schedule/Pay Day.
8.110 Payroll Deductions/Withholdings.
8.120 Garnishments.

FARMINGTON CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 9 ~~FRINGE~~ BENEFITS AND LEAVE

9.005 Disclaimer.
9.010 Group Health Insurance.
9.015 Disability Insurance.
9.020 Life Insurance.
9.030 Annual Leave.
9.040 Sick Leave.
9.050 Funeral Leave.
9.060 Paid Holidays.
9.070 Court or Jury Leave.
9.080 Military Leave.
9.090 Leave Without Pay.
9.100 Reserved. ~~Administrative Leave.~~
9.110 Family and Medical Leave.
9.120 Education Assistance.
9.130 Retirement.
9.140 Unemployment Insurance.
9.150 Workers' Compensation.
9.160 Cafeteria Flex-Plan.

CHAPTER 10 TRAVEL AND EXPENSE REIMBURSEMENT

10.010 Travel.
10.020 Mileage Reimbursement Rate.
10.030 Per Diem.
10.040 Other Costs.
10.050 Receipts or Affidavits.
10.060 Association Breakfast, Luncheon, or Dinner Meetings.
10.070 Advance Payment Vouchers.
10.080 Uniforms.

CHAPTER 11 WORK HOURS

11.010 Normal Work Periods.
11.020 Reporting for Work.
11.030 Lunch Break.
11.035 Rest Periods.
11.040 On Call.

CHAPTER 12 EMPLOYEE CONDUCT

12.010 Outside Employment.
12.020 Conflict of Interest.
12.030 Nepotism.
12.040 Political Activity.
12.044 Public Relations.
12.046 General Conduct.
12.048 Dress and Hygiene Standard.
12.050 Sexual Harassment.
12.060 Drug and Alcohol Policy.
12.070 DOT Drug and Alcohol Policy.

CHAPTER 13 DISCIPLINARY PROCEDURES

13.010 General Conduct.
13.020 Responsibility for Discipline.
13.030 Disciplinary Action.
13.040 Investigation.
13.050 Administrative Leave.
13.06~~2~~0 Verbal Warning.
13.07~~3~~0 Written Reprimand.
13.08~~4~~0 Suspension.
13.09~~5~~0 Demotion.
~~13.060 Transfer.~~
13.100~~070~~ Dismissal of Appointed Positions.
13.110~~080~~ Dismissal.
13.120~~090~~ Preliminary Hearing.
13.130~~100~~ Appeal.

CHAPTER 14 EMPLOYEE GRIEVANCE AND APPEAL PROCEDURE

14.010 General Statement.
14.020 Grievance Procedure Steps.

CHAPTER 15 OCCUPATIONAL SAFETY AND HEALTH

15.010 Occupational Safety and Health Act.
15.020 Safe Environment.

15.030 Worker's Compensation.
15.040 Reserved. ~~Inspection.~~
15.050 Accident Records.
15.060 Reserved. ~~Emergency Numbers.~~
15.070 Reserved. ~~Work Areas.~~
15.080 Injury Reports.
15.090 Interference.
15.100 Non-Smoking Policy.

CHAPTER 16 EMERGENCIES AND ACCIDENTS

16.010 Traffic Accidents.

CHAPTER 17 MISCELLANEOUS

17.010 Service Awards.
17.020 Supplies, Tools and Equipment.
17.030 Employee Suggestion Program.
17.035
17.040 Request for Legal Defense.
17.050 "High Risk" Automobile Insurance Coverage.
17.060 Political Activity.
17.070 Job References.
17.080 Use of City Facilities by City Employees.
17.090 Vehicle Use Policy.
17.100 Cellular Phones.
17.110 Use of Cell Phones While Driving
17.120 Use of City Electronic Mail, Voice Mail and Computer Systems.
17.130 Americans with Disabilities Policy.

FARMINGTON CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 1
INTRODUCTION ~~PERSONNEL SYSTEM PROVISIONS~~

1.010 Purpose.
1.020 Applicability.
1.030 Reserved.
1.040. Reserved.
~~1.030 System Standards.~~
~~1.040 Function.~~
1.050 Amendments.
1.060 Disclaimer.
1.070 Acknowledgment Form.
1.080 Savings Clause.

1.010 Purpose.

The purpose of these policies and procedures is to provide guidelines and information for City employees to assist them in performing employment duties with the City. All provisions of these policies and procedures shall be subject to the disclaimer clause and limitations set forth in Section 1.060. It is the intent of the City to comply with all federal and state laws and regulations applicable to the City and/or its employees whether mentioned herein or not. ~~Farmington City is a political subdivision operating under the laws of the State of Utah and administering public funds. The policies and procedures relative to the personnel working for the City are set forth for a dual purpose: (1) to give employees clear, concise information as to their rights, privileges, obligations and responsibilities; and (2) to provide administrative officials and officers direction in dealing fairly, consistently and justly with all employees.~~

1.020 Applicability.

These policies and procedures shall apply to all City employees, except where otherwise specifically excluded. These policies and procedures do not apply to members of councils and commissions or persons engaged under contract to supply professional or technical services. These policies and procedures are in addition to any other City-approved policies and procedures or operational standards.

1.030 Reserved. ~~System Standards.~~

~~The personnel system standards subscribed to by the City shall conform to the following:~~

~~(a) Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge, and skill levels, including open consideration of qualified applicants for initial appointment.~~

~~(b) Providing equitable compensation.~~

~~(c) Retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected or corrected in a timely manner.~~

~~(d) Assuring non-discrimination for applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or handicap and with proper regard for their privacy and constitutional rights as citizens.~~

1.040 Reserved. ~~Function.~~

~~These policies and procedures contain general statements of City policy and should not be read as including the fine details of each policy, nor as forming an express or implied contract or promise that the policies discussed will be applied in all cases.~~

1.050 Amendments.

The City reserves the right to unilaterally alter, amend, revise ~~except~~ or revoke any policy, practice or procedure set forth herein, or any portion thereof, in its sole and absolute discretion.

1.060 Disclaimer.

These policies and procedures are provided for general guidance only. The policies, procedures, guidelines, information and provisions contained herein, and any amendments or alterations hereto, as well as those in any other personnel material, or other types of material which may be issued from time to time by the City, do not create ~~constitute~~ a binding contract ~~or agreement~~ of any kind between the City and its employees or any other obligation or liability on the City. The City reserves the right to change its policies and procedures at any time, formally or informally, with or without notice, for any reason. The City also reserves the right to take any employment action it deems appropriate. The prohibitions set forth in these policies and procedures do not create an express or implied contract with any person. ~~The information and policies contained herein shall not constitute or create any rights in or obligations to any persons or parties other than to the City and its employees. Nothing herein shall be construed to limit the City's right to discharge an employee or to create any other obligation or liability on the City. The City alone shall be entitled to enforce or waive the provisions of any policy, practice or procedure set forth herein.~~

1.070 Acknowledgment Form.

It is the responsibility of all City employees to be aware of and adhere to the provisions of these policies and procedures and any amendments hereto. Each employee shall sign and submit to the City an Acknowledgment Form, as provided by the City, attesting to the fact that he or she has received a copy of these policies and procedures and has read and understands the provisions herein.

1.080 Savings Clause.

If any provision of these policies and procedures or the application thereof is found to be in conflict with any State or Federal law, the conflicting part is hereby declared inoperative to the extent of the conflict, but such conflict shall not affect the operation of the remainder of these policies and procedures or any of their application. In the event of a conflict between any of the provisions set forth herein, the more restrictive provision shall apply.

CHAPTER 2
EQUAL EMPLOYMENT OPPORTUNITY

2.010 Equal Opportunity Employer.

2.010 Equal Opportunity Employer.

The City is an "Equal Opportunity Employer" and it is the policy of the City to comply with Federal and State equal employment opportunity laws and guidelines. It is the policy of the City to ~~The City shall~~ not discriminate in the hiring, employment, promotion or other employment practices with respect to its employees on the basis of race, color, religion, sex, national origin, political affiliation, age, pregnancy, childbirth or pregnancy-related condition, disability or status as a veteran, in accordance with applicable Federal and State laws. ~~It is the policy and commitment of the City to protect the civil rights of all employees and applicants for employment with the City and to provide a work environment free from discrimination and harassment.~~

CHAPTER 3
ADMINISTRATION

3.010 Responsibility for Administration.
3.020 Personnel Records.

3.010 Responsibility for Administration.

The day-to-day management of personnel activities and operations within the City and the administration of these policies and procedures is ~~are~~ the responsibility of the City Manager. Department heads are responsible for implementing these policies and procedures within their departments, as applicable, under the direction of the City Manager.

3.020 Personnel Records.

(a) It is the policy of the City to maintain personnel records concerning its employees in accordance with applicable federal and state laws. Such records may include, but are not limited to, records regarding hiring, compensation, leave, awards, disciplinary action, education, training, and other relevant personnel records.

(b) Each employee is responsible for keeping the City notified of any changes in employee information such as name, address, telephone number, tax exemptions and related information, so that the employee's personnel records may be accurately maintained.

(c) Personnel records shall be maintained, classified and accessed in accordance with the Government Records Access and Management Act, as set forth in *Utah Code Ann.* §§ 63G-2-101, *et seq.*, as amended. In addition to applicable provisions of the Government Records Access and Management Act, employees may have access to examine and make copies of their personnel files in accordance with the provisions of *Utah Code Ann.* § 67-18-1, as amended.

~~(a) The official personnel record of each employee shall be kept in the City Manager's office in a confidential file and may contain, as appropriate:~~

~~(1) Record of application for employment and employment eligibility certification.~~

~~(2) Reference to transcripts of academic preparation.~~

~~(3) Performance evaluation ratings.~~

~~(4) References to any formal reprimand, corrective action or~~

~~commendation.~~

~~(5) Records of actions affecting employee salary, status, or standing.~~

~~(6) Records of all leave used by each employee.~~

~~(7) Any other information felt to be pertinent by the City Manager or employee.~~

~~(b) An employee has the right to review the contents of his or her personnel record as governed by law and may challenge any information contained in the official personnel record. All challenges must be directed to the City Manager. The employee may also respond in writing to information contained in the file. The response is made a part of the employee's file.~~

~~(c) If a disciplinary action is rescinded or disapproved upon appeal, all forms, documents and records pertaining to the case shall be removed from the personnel record and destroyed.~~

~~(d) Personnel records are private data and available for review only to the employee and users authorized by law or as determined by the City Manager to have a legitimate "need to know" basis for review.~~

~~(e) Periodically, employee files and documents may be reviewed and updated and unnecessary information discarded.~~

~~(f) Department heads and supervisors should refer all inquiries from outside parties regarding current and former employees to the City Manager.~~

~~(g) Personnel records shall be maintained, classified and accessed in accordance with the Utah Government Records Access and Management Act, as adopted and amended by the City.~~

CHAPTER 4
JOB DESCRIPTIONS AND CLASSIFICATION

4.010 Job Description.
4.020 Classification.

4.010 Job Description.

The City may prepare job descriptions setting forth the essential functions and duties of positions of employment with the City. ~~All employees will be assigned to employment as provided in an established job description and must be able to meet the requirements for performing the essential functions of the position to which assigned. Each document shall contain a description of the essential functions of the job. A current job description for all positions may be obtained from the City Manager. Department heads have the responsibility to initiate job descriptions for newly created jobs and to update job descriptions for existing jobs as the nature and duties of the jobs change. Recruitment and hiring of new employees should be based on the requirements and duties listed on the position description.~~

4.020 Classification.

The City may prepare a classification plan setting forth the positions, pay grades and salary ranges for City positions. ~~All City positions are evaluated on a set of common factors from which each is assigned a relative position in relation to other positions in the City. The position is then assigned a grade to which a specific salary range is assigned on a salary plan. All employees hired on a regular basis receive compensation according to the classification of the position for which they are hired. Most employees are hired at minimum salary of the salary plan and progress through the salary range based on performance. Higher starting salaries may be approved by the City Manager and the City Council.~~

CHAPTER 5
HIRING AND EMPLOYMENT

5.010 Recruiting.
5.020 Disqualification.
5.030 Testing.
5.035 Background Investigations
5.040 Medical Examination.
5.050 Final Appointment.
5.060 Employment Eligibility Verification.
5.070 Rehire.
5.080 Hiring Procedures.
5.090 Employee Orientation.

5.010 Recruiting.

Selecting and advancing employees in the City personnel system shall be on the basis of their ability, knowledge, and skill levels related to the vacant position.

5.020 Disqualification.

The City reserves the right to reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position. Applicants and subsequently hired applicants who make false statements or who are found to have engaged in any type of deception or fraud in the application or testing process may be rejected or terminated, if hired.

5.030 Testing.

Applicants may be subjected to competitive testing which may include, but is not limited to: determination of bondability, rating of education and experience, written, oral, or physical tests, and/or background investigations

5.035. Background Investigations.

(a) Purpose. Farmington City is an equal opportunity employer. The purpose of the background check is to evaluate the qualifications and eligibility of an employee or volunteer to perform essential functions of the job or volunteer position at issue. The information obtained as part of a background check shall be available only to persons involved in the hiring, employment, volunteer selection, or background investigation process and will be used solely for the purpose of assisting Farmington City in making employment or volunteer selection decisions.

(b) Pre-Employment. *Utah Code Ann.* §§ 53-10-102 and 53-10-108 allow for criminal background investigations of employees who (a) provide services to children or vulnerable adults, (2) have fiduciary trust over money, (c) are entrusted with the care, custody, or control of minors, or (d) safeguard national security interests. Due to the various types of employment positions within the City and the numerous contacts employees have with our citizens and customers, which span the entire age spectrum and include various services, it is the City's policy that all new employees and volunteers will be subject to a background investigation prior to hiring. The purpose of the background investigation is to verify credentials and to ensure that each person working for or volunteering with the City will not pose a threat to the public or those with whom they work. Upon acceptance of a contingent offer of employment or volunteer position, Farmington City will conduct a pre-employment background investigation on all prospective employees and volunteers. Successful completion of the background investigation is required in order to hold a job or volunteer position with Farmington City.

(c) Periodic Background Checks. Employees and volunteers in the public safety and recreation departments whose job requirements fall within the purview of *Utah Code Ann.* §§ 53-10-102 and 53-10-108 shall be subject to periodic background investigations to gather information pertaining to any criminal or

sexually-based offenses that may have occurred since hire or since the date of the last periodic background investigation. Because criminal convictions can relate to the performance of job-related duties, the primary purpose of all periodic background investigations conducted regarding pertinent employees and volunteers in the public safety and recreation departments is to ensure that such employees and volunteers are held to appropriate standards of conduct. If a periodic background investigation conducted on a current City employee or volunteer indicates that an employee or volunteer has been involved in a criminal and/or sexual offense, that individual will be subject to disciplinary action, up to and including termination.

(d) Procedures. Background investigations for all employment and volunteer positions shall be performed by the Farmington City Police Department in accordance with the "right of access" procedures outlined in the Department's policy manual. In all cases, the applicant, employee or volunteer submitting to the background investigation should ~~will~~ be provided with a copy of the City's background check policy and will be required to sign a waiver allowing the City or a designated third party to obtain the requested information. Background investigations required by the City will be performed at the City's expense. In instances where an adverse action is taken against an applicant, employee or volunteer based on the results of a background investigation, the City or a designated third party administrator will, in writing, clearly communicate the reasons for such adverse action to the applicant, employee or volunteer. The applicant, employee or volunteer will also be given a copy of the completed background investigation. All procedures for conducting background investigations shall be conducted in accordance with applicable provisions of State law.

(e) Appeals

(1) Any applicant or employee~~,~~ wishing to appeal an adverse decision resulting from a background investigation may do so by responding in writing to results of the background investigation. Such a response must be made within five (5) business days of receipt of the adverse decision and should be directed to the City Manager. Upon receiving a written request for an appeal, the City Manager shall meet with a detective in the City Police Department to review the background investigation of the appealing party. Once the records have been reviewed, the appealing party will be invited to meet with the City Manager to discuss the appeal. During the meeting, the appealing party must provide compelling evidence that the information revealed in the criminal records will not interfere with the commission of the appealing party's duties as a City employee or volunteer. The City Manager shall have discretion to determine if the initial decision should be reconsidered.

(2) Appeals of incumbent employees ~~or volunteers~~ shall be conducted pursuant to the employee grievance procedures established in Chapter 14 of these Personnel Policies and Procedures.

5.040 Medical Examination.

The following guidelines shall be followed regarding the implementation and management of a medical examination program. This policy is intended to provide a productive and efficient work force and to protect the health and safety of City employees and the public.

(a) Required Exams. Employment with the City may be conditioned upon successful completion of a pre-employment medical examination and any additional examinations required during employment with the City. All exams shall be applied to all applicants and employees on an equal basis in light of the specific position and job requirements and only after a job offer has been made. The

exams are not to be used to screen out qualified disabled applicants but shall be used to check for medical conditions which are job related and consistent with business necessity. It is further the policy of the City to make any reasonable accommodation required by law for qualified applicants or employees. Except as provided herein, the City shall pay for all required exams ~~in accordance with Utah Code Ann. § 34-33-1, as amended~~.

(b) Consent. Prior to submitting to a medical examination required herein, prospective and current employees shall sign a Consent and Release Form as provided by the City, authorizing the examination and permitting the release of test results to the appropriate City official.

(c) Pre-Employment Examination. Any offer of employment with the City shall be conditioned upon the successful completion of a medical examination. The medical examination will be based upon standards established by the City relative to the duties of the position of employment under consideration and shall be given by a physician designated by the City. Prospective employees failing to pass such examination shall not be considered for further employment, except as expressly provided herein. If the prospective employee does not complete the examination, he or she shall be deemed to have failed the examination. In the event of failure, the results will be made available to the prospective employee upon request and the prospective employee will be notified of his or her right to appeal the determination under proper procedures provided by the City.

(d) Additional Employment Examinations. Each employee of the City shall annually, and/or at such time as the City may reasonably require, submit to additional medical examinations. If the employee fails to pass the additional medical examination and is considered by the City's designated physician to lack the minimum physical, mental and health requirements reasonably necessary for the efficient and effective discharge of his or her duties, the City may take such action as deemed reasonable and necessary to protect the best interest of the City, including suspension, demotion or termination of the employee in accordance with proper City termination procedures. Prior to any action based upon an employee's medical examination results, the employee shall be given the opportunity to appeal the medical determination or certification in accordance with the appeal procedures set forth in this policy.

(e) False Statements. Any employee, prospective employee or volunteer that intentionally makes any false statements or withholds any information regarding his or her physical, medical or emotional condition in connection with the City medical examination may be disqualified for employment or terminated.

(f) Records. Medical examination results and records are confidential and may only be accessed in accordance with the Utah Government Record Access and Management Act, as adopted and amended by the City.

5.050 Final Appointment.

Except as otherwise provided herein or required by law or ordinance, the City Manager shall make final appointments for new hires. The City Manager may also shorten or lengthen the selection process to include or exclude any selection hurdle as deemed appropriate under the circumstances. ~~If exceptions are made in the recruitment and selection process, it shall be documented and included in the personnel file as a "change in conditions of employment."~~ With the advice and consent of the City Council, upon receipt of recommendation from the City Manager, the Mayor shall appoint the Police Chief, Fire Chief, Recorder, Treasurer and department heads. With the advice and consent

of the City Council, the Mayor shall appoint the City Manager.

5.060 Employment Eligibility Verification.

In conformance with the "Immigration Reform and Control Act of 1986" (P.L. 99-603) and in order to avoid monetary penalties for the hiring of illegal workers, the City Manager shall establish an employment verification system, and shall verify that all applicants for vacant positions or persons hired to fill vacant positions are authorized to work within the boundaries of the United States.

5.070 Rehire.

Notwithstanding any requirements herein contained to the contrary, the City shall have the right, at the City's sole option, to rehire any former employee of the City within a period of twelve (12) months following the termination date of said employee's previous employment with the City without seeking applications from other prospective candidates for employment. In the event of rehiring of any such prior employee, the City may also, at the City's sole option, provide any benefits or accrual of benefits which the City deems in its sole discretion to be appropriate. Nothing contained herein shall vest any rehired employee with any rights to any benefits or compensation of any nature except that which is agreed upon in writing between the City and the employee as of the date of rehire.

5.080 Hiring Procedures.

(a) When a position opens in a department or a need arises to create a new position, the department head should submit a Personnel Requisition Form to the City Manager, who may present the request to the City Council. Notification is accompanied by the position title and a description of the duties, responsibilities and required knowledge and skills. Minimum qualifications of education and experience are outlined for new positions within the official written job descriptions on file in the City Manager's office.

(b) Upon being given approval to recruit new positions, the City Manager shall direct the preparation, advertisement, and posting of the opening where all City employees will be made aware of the opportunity if the vacancy is not filled by promotion. The City may elect to recruit current City employees for new positions without engaging in external recruitment in those cases where the City determines that qualified applicants are available. Employees wishing to apply for the position must do so by the closing date of the recruitment.

(c) If the position is not filled by promotion or from in-house recruitment, the community and labor market shall then become the object of an appropriate recruitment effort. Outside applications will be accepted for a minimum of seven (7) calendar days after or concurrent with in-house recruitment.

(d) Upon closing the recruitment, the City Manager, his or her designee and/or appropriate department head should review applications to see who meets the minimum qualifications. All applicants who are eligible for further consideration are ranked or rated in order of preference. Preference is determined by a consistent method of rating education, experience, knowledge, skills, abilities, prior work performance of applicants, reference checks and any other relevant information. The list of preferences is referred to the department head for review and recommendation to the appointing authority.

(e) For professional and executive positions, a committee may be appointed by the City Council to serve only for the duration of the recruitment. If appointed, the committee shall review resumes, evaluate qualifications, may require testing and perform reference checks as appropriate. Upon completing the evaluation of

the applicants the committee shall submit to the City Manager a list of the best qualified applicants, in order of preference. Preference shall be determined by a consistent method of rating education, experience, knowledge, skills, abilities and prior work performance of applicants. The final employment interview may be conducted by assigned City Council members and the City Manager and may take the form of either a personal interview or panel interview as the Council shall prescribe.

5.090 Employee Orientation.

After the new employee is hired he or she shall fill out a Personnel Action Form. The form contains all necessary information concerning hiring procedures and is delivered to the City Manager or designee, who begins a personnel file on the new employee. On the first day of work the new employee should receive a general orientation concerning benefits, compensation practices, personnel policies and procedures and various employment expectations.

5.035 - Background Investigations enacted 12/11/07
5.035 - Background Investigations amended 2/05/08

CHAPTER 6
EMPLOYMENT STATUS

6.010 Exempted Positions.
6.020 Regular Full-time Employees.
6.030 Regular Part-time Employees.
6.040 Temporary Employees.
6.050 Introductory Employees.
~~**6.060 Contract Employees.**~~
~~**6.070 Light Duty Status.**~~
~~**6.080 Volunteer.**~~

6.010 Exempted Positions.

For purposes of overtime compensation under the Fair Labor Standards Act (FLSA), the following positions are deemed "exempt": City Manager, Police Chief, Fire Chief, Finance Director, Community Development Director, Parks & Recreation Director, and Public Works Director. All other employees of the City are hereby designated as "non-exempt."

6.020 Regular Full-time Employees.

An employee who has satisfactorily met the requirements for employment, and is normally working forty (40) hours per week (expected to work 2080 hours per year), is considered a regular full-time employee and is eligible for participation in City provided benefits programs as set forth in these policies and procedures.

6.030 Regular Part-time Employees.

Employees working less than forty (40) hours per week, but generally more than twenty (20) hours each week (expected to work more than 1040 hours per year but less than 2080) on a continuous or reoccurring basis shall be considered regular part-time employees. Such employees are generally paid by the hour. The number of hours worked may be increased or decreased at the discretion of the City Manager. Part-time employees are not eligible for benefits except as expressly provided herein or otherwise required by law.

6.040 Temporary Employees.

Temporary employees are employees hired for a defined project and/or limited time frame, typically for less than nine (9) months or twenty (20) hours per week. Temporary employees, such as summer help, may be hired by the department head, with approval by the City Manager, to carry out necessary seasonal or temporary work. Temporary employees, whether part-time or full-time, are considered at-will and shall not qualify for regular employee benefits (except that mandatory benefits shall be provided as prescribed by law). Employment of temporary employees beyond an initially specified term does not imply or constitute an employment status change. Temporary employees retain their temporary and at-will employment status until and unless notified of a change.

6.050 Introductory Employees.

~~(a)~~ All newly hired employees are required to serve at least a six (6) month introductory ~~orientation and evaluation~~ period, or a twelve (12) month introductory period if the newly hired employee is a police officer or firefighter. This introductory period is regarded as a testing period designed to acquaint the new employee with the position and allow the supervisor and the City to measure fairly the employee's suitability for the job. ~~The evaluation period is established to evaluate the performance and potential of the new employee, determine the employee's retention, possible transfer or termination, and to give the employee the chance to evaluate the job and adjust to the work requirements.~~

~~(b)~~ Introductory employees are considered at-will during their introductory period subject to termination at any time with or without

cause and without prior notice. ~~At any time during the evaluation period, the City or the employee may give notice of termination without prior notice and the City may terminate the employee with or without cause.~~

~~(c) Near the end of the evaluation period, the employee should meet with his or her supervisor and review progress to date. If the employee has proven satisfactory, then the employee may be classified as a regular full-time employee.~~

~~(d) A one-month grace period beyond the specified evaluation period may be granted at the sole discretion of the City to a marginal employee before a decision is made as to the outcome of his or her employment status with the City.~~

~~(e) After initial evaluation period, if an employee is placed on "probation" resulting from poor job performance, then the supervisor should review specific areas of needed improvement with the employee. Time projections to effect the change should be established. A summary of the interview signed by the employee and supervisor should be placed in the employee personnel file.~~

~~(f) If successful completion of the probationary goals is achieved, an additional memo summarizing the employee's improved performance is placed in the personnel file and probation may be concluded.~~

~~(g) If the employee fails to satisfactorily improve performance during the probationary period, termination may be authorized by the supervisor with the approval of the City Manager~~.

~~6.060 Contract Employees.~~

~~Contractual employment relationships shall only apply to the City Manager position or for time limited positions requiring specific professional skills and abilities. The duration of the contracts shall be established by the City Council or shall be specifically determined on a project-by-project or service-by-service basis. Participation in any benefit program shall be negotiated as part of the contract or service agreement.~~

~~6.070 Light Duty Status.~~

~~Employees that incur a medical condition and are recommended by a medical doctor to only be involved in "light duty" activity shall be assigned work in accordance with light duty operations and functions as defined by the City. Light duty assignments will be temporary and short term in nature, usually not exceeding thirty (30) work days. Each case will be reviewed independently and will only be extended for extenuating circumstances. Light duty assignments over thirty (30) days must be approved by the City Manager.~~

~~6.080 Volunteer.~~

~~Volunteers are persons who donate services as authorized by the City without pay or other compensation other than expenses actually and reasonably incurred.~~

CHAPTER 7
PERSONNEL ACTIONS

7.010 Promotion.
7.020 Salary Reduction.
7.030 Layoff (Reduction-in-Force).
7.040 Separation.
7.050 Resignation.
7.060 Transfers.
7.070 Reassignment.
7.080 Reinstatement.
7.090 Performance Management.

7.010 Promotion.

A promotion is defined as a change in job title and/or grade recognizing increased capacity and responsibility of an employee from a position in one class to a position in another class having a higher entrance salary. Promoted personnel may receive a compensation increase in accordance with the appropriate pay grade and scale for the new position as deemed appropriate by the City. The waiting period for the next step increase will begin with the effective date of the promotion.

7.020 Salary Reduction.

The City Manager may reassign, reclassify, and/or reduce in salary any employee for the good of the organization, as a result of budget reductions, structure reorganization, program reductions or reduction-in-force.

7.030 Layoff (Reduction-in-Force).

Should it become necessary to undergo a reduction of the work force, brought about by a curtailment of operating revenues, technological innovation, the discontinuance or reduction of services, or other grounds consistent with economic and efficient administration of the City. The City Manager shall attempt to utilize the following sequence as far as practicable to achieve the required reduction:

(a) Temporary/Seasonal employees (may be separated or reduced in work hours).

(b) Regular part-time employees (may be separated or reduced in work hours).

(c) Regular full-time employees (may be separated or reduced in work hours). In determining which employee(s) shall be separated, the City Manager shall recommend which job classes are affected and may utilize such factors as, but not limited to, longevity, performance, and organizational needs. The City Council shall approve any layoffs of full-time employees.

7.040 Separation.

Regular full-time and regular part-time employees may be subject to separation for cause, reasons of reduction-in-force, curtailment of work, or lack of funds. ~~Otherwise, all employees will be retained on the basis of the adequacy of their performance and separated if inadequate performance cannot be corrected. Regular employees have the right to appeal any separation for cause as outlined in Chapter 14.~~ Temporary, seasonal and contract personnel are considered at-will and may be terminated with or without cause or according to terms of special agreements.

7.050 Resignation.

Employees who resign and desire to leave City employment in good standing should give a minimum of a two (2) week notice if they are to be considered for re-employment at a future date and to preserve rehire opportunity. Whenever an employee resigns, an exit interview should be conducted by the employee's immediate supervisor.

7.060 Transfers.

A transfer is defined as a move from one department to another, and is not to be confused with the managerial function of moving personnel from one division or office to another within the same department by promotion, demotion, or reassignment. Transfers are cleared with department heads and the City Manager's office. A transferring employee must qualify for the job to which he/she is transferring. A transferred employee retains all accumulated sick and annual leave.

7.070 Reassignment.

Employees who are reassigned are paid at the same salary that they received prior to reassignment if such salary coincides with the range of the class to which they are assigned. If such salary exceeds the maximum of the range for the pay level to which they are reassigned, they receive the maximum for that level.

7.080 Reinstatement.

Former employees who left voluntarily, and in good standing, may be reinstated to a vacant position only when their qualifications and ability indicate a potential for performance which would clearly exceed expected performance of current, and promotable employees. Previous experience may be given credit in determining placement of employee on salary schedule, if re-employment occurs within three (3) years from the date of separation.

7.090 Performance Management.

(a) Performance Evaluations. Inasmuch as possible, employee performance shall be directly related to all personnel actions. The City Manager may conduct and/or direct at least one formal performance evaluation per year. Performance evaluations are conducted to determine the employee's work objectives, to strengthen the employee and to determine compensation. Evaluations are based on accountability of the employee completing objectives and meeting work standards agreed upon by the employee and supervisor. Each supervisor should take this opportunity to counsel employees on job performance, using the employee's job description as a reference, pointing out areas that need improvement as well as identifying outstanding factors.

(b) Introductory Employees. Introductory employees may be formally evaluated at the end of their third month of employment and again at the end of the six month orientation period. For police officers and firefighters, evaluations may also occur at the ninth month and at the end of the twelve month orientation period. If the employee is retained, they are removed from provisional status and given regular status. Thereafter, each supervisor should rate each employee assigned to their department on an annual basis between the dates of January 1-March 30. The results of this evaluation shall become a permanent part of the employee personnel file.

(c) Job Descriptions. During the performance review process, the supervisor, together with the employee, may review ~~shall determine~~ the current accuracy of the job description. If changes are required the supervisor should take action to ensure that the job description is processed through management, and an assessment made relative to the impact of the changes on the value of the job and job classification.

~~(d) Corrective Action. If a supervisor determines that an employee's performance is unsatisfactory, that supervisor should work closely with the employee to assist in bringing the employee's performance to an acceptable level. If the employee does not perform at an acceptable level within a reasonable time, the supervisor may prepare a written report to the City Manager recommending corrective action.~~

~~Correctiveaction may include reassignment, reclassification, demotion or discharge.~~

CHAPTER 8
COMPENSATION

8.010 Compensation. ~~Equitability.~~
8.020 General Wage/Salary Adjustments.
8.030 Initial Appointment.
8.040 Pay Progression.
8.050 Meritorious Performance.
8.055 Exempt and Non-Exempt.
8.060 Overtime.
8.065 Compensatory Time.
8.070 On Call Pay.
8.080 Final Paycheck.
8.090 Pay Advancement.
8.100 Payroll Schedule/Pay Day.
8.110 Payroll Deductions/Withholdings.
8.120 Garnishments.

8.010 Compensation. ~~Equitability.~~

Employee compensation should be based on the City's compensation plan as adopted by the City. Compensation for employees may take into consideration ranges of pay for other positions, prevailing rates of pay for similar employment, cost of living, market trends, performance, other benefits, and the financial policy and economic conditions of the City. ~~Farmington City's philosophy is to pay wages and salaries which are internally equitable and externally fair and competitive with the local public and comparable private sector market standards.~~ Pay progression will be based on p~~P~~ay for p~~P~~erformance. The compensation plan and assignment of employees to positions and pay rates shall be determined by the City Manager. The City Manager shall make recommendation to the City Council as to the number and types of positions utilized.

8.020 General Wage/Salary Adjustments.

The City's compensation plan should be reviewed periodically by the City Manager who may recommend appropriate changes or recommendations regarding the compensation plan to the City Council. The City Council may review and make appropriate changes to the compensation plan at anytime in accordance with applicable procedures regarding the same. Independent market studies may be authorized at the discretion of the City Council when deemed necessary. Any amendments or updates to compensation or compensation schedules for statutory officers may be subject to public hearing and ordinance requirements in accordance with applicable provisions of *Utah Code Ann.* §§ 10-3-818, as amended.

~~(a) Market changes are considered each year. It is the intent of the City to consider prevailing practices related to cost of living, merit, benefits and market trends in establishing the City wages and salaries. Independent market studies may be authorized at the discretion of the City Council when deemed necessary. Any increases based on market adjustments will be considered only after an analysis of the impact of such increases on the City budget. Final determination and any changes to the salary scale will be made by the City Council. Where general, across-the-board raises are awarded, the raise will be effective on a date determined by the City Manager and approved by the City Council.~~

~~(b) Adjustments to the salary schedule shall be determined periodically through analysis of market trends in comparison to cost-of-living. This may be done once per year and the City Manager shall have the option to utilize either market survey results or Federal cost-of-living index data or a combination of both. All employees, regardless of employment status, shall receive the benefits of such general adjustments to the pay plan.~~

~~(c) In determining the total~~

~~compensation value of the position, benefits must be considered. Base salary plus cost of benefits equals total compensation. In comparing benefit packages provided in the labor market, the City may evaluate both level and cost of benefits or other factors as deemed appropriate.~~

8.030 Initial Appointment.

All initial appointments to positions assigned to salary ranges on the compensation plan shall be at the first step of the salary range. Exceptions may be allowed if: (1) an employee cannot be recruited for the position at the beginning rate, or (2) the qualifications of the individual selected for the position exceed the minimum requirements and the individual can be expected to perform at a level equal to that of other individuals being paid at the same or higher step. The City Manager may authorize starting rates as is deemed appropriate, but should inform the City Council of appointments which are made at rates higher than the midpoint, unless such appointments have previous budgetary approval.

8.040 Pay Progression.

Progression through the various pay grades within the salary and wage scale shall be based upon recommendation of the City Manager with final approval given by the City Council. In making recommendations for pay progression or special adjustments, the City Manager shall consider level of responsibility, performance, length of service, market conditions or other factors.

8.050 Meritorious Performance.

Meritorious performance shall also be recognized annually at the time of the supervisory evaluation. Employees receiving a meritorious rating for performance related to the last twelve (12) months prior to the rating date, shall be provided with a merit increase, the value of such shall be determined by the City Manager with approval of the City Council.

8.055. Exempt and Non-Exempt.

For purposes of overtime compensation under the Fair Labor Standards Act, exempt and non-exempt positions are more particularly defined in Chapter 6.

8.060. Overtime.

(a) It is the policy of the City to discourage the accrual of overtime except for when overtime is unavoidable during various times of the year or to respond to extenuating circumstances. ~~Overtime is unavoidable at different times of the year. However, E~~every effort should be made to keep the accumulation of overtime hours to a minimum. No employee may perform work over his or her designated hours without prior approval from his or her supervisor or department head. Except as otherwise provided herein or exempt under Federal regulations, all hours of work by City employees officially ordered and approved in excess of forty (40) hours per week shall be considered overtime in accordance with the provisions and regulations of the Fair Labor Standards Act.

(b) Exempt employees are not entitled to overtime compensation. Non-exempt employees are entitled to overtime compensation at a rate of one and one-half times their regular rate of pay in accordance with the provisions and regulations of the Fair Labor Standards Act. For purposes of overtime calculations, eligibility shall be based only on hours actually worked. ~~Any time worked over forty (40) hours in any defined work week by a non-exempt employee, which the department head and City Manager has pre-authorized, is aware of, or has permitted to be worked, shall qualify as overtime.~~ Holiday, sick, and vacation leave or time off shall not be considered hours worked for purposes of calculating overtime

compensation.

(c~~b~~) The following rules apply to the accumulation and compensation of overtime. For the purpose of calculating overtime under the Fair Labor Standards Act (FLSA), the work week for all personnel shall begin at 12:00 a.m. on Saturday and end at 11:59 p.m. on the following Friday. A pay period consists of two (2) work weeks. The work day consists normally of an eight (8) hour period, plus a sixty (60) minute (non-paid) lunch break. Records for all pay purposes including, but not limited to, regular time, overtime, compensatory time, vacation, sick leave and leave-without-pay will be maintained on thirty (30) minute intervals. Different work weeks may be approved by the City for various departments including but not limited to police and fire personnel.

(d~~c~~) ~~Non-exempt employees shall be paid overtime compensation at the rate of time-and-one-half the regular rate of pay for all hours worked in excess of the forty (40) hour work week.~~ The cash payments for overtime shall be issued on the regularly scheduled pay day for the work period in which it was earned. The City Manager may approve compensatory time off in lieu of overtime compensation in accordance with the provisions of the FLSA.

(e~~d~~) All time spent in training, conferences, workshops, meetings and related travel, etc., when such attendance is required by the City shall constitute hours worked and shall be used to calculate overtime eligibility under the FLSA.

(f~~e~~) Any full-time employee who is called back to work after normal working hours by their supervisor or other personnel as authorized by the Department Head for emergencies shall be compensated at time-and-one-half. (This policy excludes call backs on holidays, which shall be paid in accordance with provisions of Chapter 9).

(g~~f~~) Any full-time employee working in excess of twelve (12) hours for any one day shall be compensated at time-and-one-half for hours worked over twelve (12) hours.

(h~~g~~) Full time employees assigned to work on City Special Events, such as Festival Days and Farmington Christmas, after normal working hours or on days that are not their normally scheduled work days shall be compensated at time-and-one-half for such hours worked.

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8.065 Compensatory Time.

(a) It is the City's policy to pay its employees for overtime hours worked in accordance with Section 8.060. Subject to the restrictions and procedures set forth herein, the City may allow eligible employees to receive compensatory time off in lieu of overtime payment in cash.

(b) If compensatory time is permitted by the City, employees desiring to obtain compensatory time off in lieu of overtime payment in cash shall file an Overtime Compensation Election Form with the City prior to performing work eligible for compensatory time.

(c) Employees who have elected to receive compensatory time in lieu of overtime payment in cash may accrue up to a maximum of forty (40) hours of compensatory time off. Compensatory time accrued in excess of forty (40) hours shall be paid out to the employee with the employee's next regularly scheduled paycheck. Any compensatory time existing at the end of the calendar year shall be paid out to the employee with the employee's last regularly scheduled paycheck of the year.

(d) Compensatory time shall accrue at one and one half hours of compensatory time for each hour of overtime worked.

(e) Employees may request use of compensatory time off in accordance with the leave procedures set forth Chapter 9. Employees should be permitted to use compensatory time off within a reasonable period after making the request if such use does not unduly restrict the operations of the City and/or the Department within which the employee works.

(f) Payments for compensatory time off shall be paid at the employee's regular rate of pay at the time the employee receives such payment.

(g) Notwithstanding the foregoing, the City reserves the right to pay any employee overtime compensation in cash in lieu of providing compensatory time off for any workweek or work period or for any accrued compensatory time.

(h) Employees shall be compensated for unused and accrued compensatory time in accordance with the provisions and regulations of the Fair Labor Standards Act, including, but not limited to the regulations set forth in 29 C.F.R., Part 553.

8.070 On Call Pay.

Full-time employees who are FLSA non-exempt and who are placed "on call" shall receive "on call" compensation of $15.00 per day. If the employee is called out he or she shall also be paid for actual hours worked at time-and-one-half. (This policy is exclusive of "on call" duty assignments such as water checks or similar assignments that are not called out but do require an employee to work beyond their normal work schedule, therefore falling under the overtime calculation used in Section 8.060a). "On call" status shall only be authorized by the Department Head or the City Manager.

8.080 Final Paycheck.

When employees terminate their employment with the City, they are required to return all tools, safety helmets, and other City property and to clear all financial obligations prior to receiving their final paycheck. Any obligations not cleared are deducted from their final paycheck. A final paycheck, including compensation for all uncompensated hours worked, unused annual leave and overtime will normally be issued on the payday following the pay period that the employee terminates employment with the City.

8.090 Pay Advancement.

The City does not make pay advances to employees.

8.100 Payroll Schedule/Pay Day.

All employees are paid bi-weekly, six (6) working days after the end of the pay period. There are twenty-six (26) pay days in the year. Checks are distributed by the Recorder to the department heads who give individual checks to department employees. The City Manager may require that an employee or employees submit a

detailed description of the work completed along with time cards. In addition, this may be done in conjunction with performance evaluations, program reviews, or for any other administrative reason deemed appropriate by the City Manager.

8.110 Payroll Deductions/Withholdings.

All employees will complete and keep accurate a W-4 form and appropriate group insurance forms. Deductions for Federal, State and FICA taxes are withheld from each employee's check as required by law. All regular employees are required to participate in the Utah State Retirement System except for the Fire Chief and the City Manager, as required by State law. The employee's contribution to the retirement program, where applicable, is withheld from each check. Voluntary pay deductions may also be made at the written direction of the employee ~~Additional amounts authorized by the employee in writing~~ and approved by the City ~~may be withheld from an employee's check~~.

8.120 Garnishments.

An employee's pay shall be subject to attachment, garnishment and execution under such rights, remedies and procedures provided by law.

CHAPTER 9
~~FRINGE~~ BENEFITS AND LEAVE

9.005 Disclaimer.
9.010 Group Health Insurance.
9.015 Disability Insurance.
9.020 Life Insurance.
9.030 Annual Leave.
9.040 Sick Leave.
9.050 Funeral Leave.
9.060 Paid Holidays.
9.070 Court or Jury Leave.
9.080 Military Leave.
9.090 Leave Without Pay.
9.100 Reserved. ~~Administrative Leave.~~
9.110 Family and Medical Leave.
9.120 Education Assistance.
9.130 Retirement.
9.140 Unemployment Insurance.
9.150 Workers' Compensation.
9.160 Cafeteria Flex-Plan.

9.005. Disclaimer.

The following provisions briefly describe the City's employee benefits. The City reserves the right to modify or eliminate any employee benefits at any time and for any reason, as permitted by law. For more complete information regarding any of these benefit programs, employees may contact the City Manager.

9.010 Group Health Insurance.

(a) Medical and Dental Insurance. The City pays the premium for medical and dental insurance for eligible employees and 70% of the premium cost for their dependents at hire date. The City Recorder handles all matters relating to insurance. Insurance policies and program descriptions are available to all employees upon request.

(b) Payments in Lieu of Benefits. City employees whose spouse provides medical and health insurance through their employer must present proof of such coverage to the Finance Director in order to exempt out of participation in the City-provided insurance. Upon verification of coverage the employee may direct the Finance Director to contribute an amount of money equivalent to the single or individual health insurance premium into the employee's qualified I.R.C. §§ 401(K) or 401(a) retirement plan.

(c) Employee Retirement Health Savings Accounts. The City has adopted an Employee Retirement Health Savings Plan ("RHS Plan") for all part-time firemen and full-time City employees except for seasonal employees and police officers. The City has entered into the Employer VantageCare Retirement Health Savings (RHS) Plan Adoption Agreement ("Adoption Agreement") providing qualified employees the opportunity to participate in an employee retirement health savings plan. A separate plan and agreement are available to the City Manager. Copies of the RHS Plan and Adoption Agreement pertaining to qualified employees are available at the office of City Recorder. Participation in the RHS Plan shall be subject to and comply with all terms and conditions of the RHS Plan and the Adoption Agreement. All part-time firefighters qualify for the RHS Plan. The City makes contributions to the firefighter plan in accordance with the terms of the RHS Plan as adopted by the City. All regular full-time employees of the City are required to participate in the respective RHS Plan upon the terms of eligibility qualifications as set herein below. All qualified employees who meet the criteria set forth below receive City matching contributions to his or her RHS Plan savings account as provided herein. City matching contributions shall be in the amount of three percent (3%) of the employee's base annual compensation for a period of time not

to exceed ten (10) years. Eligibility qualifications for City matching contributions to a full time employee's RHS Plan are as follows:

(1) Employee must be at least forty (40) years old;

(2) Employee must have completed the equivalent of ten (10) years of full-time service for the City;

(3) Employee must contribute a matching amount of 3% of the employee's base annual compensation to his or her RHS Plan savings account;

(4) Employee must convert a minimum of two (2) days of annual leave per year to his or her RHS Plan savings account; and

(5) Upon retirement, the employee must deposit any and all sick leave buy out due from the City to his or her RHS Plan savings account._

(d) COBRA Coverage. Employees terminating employment with the City ~~who have been employed for six (6) consecutive months prior to the termination event~~ may be eligible to continue group medical and hospitalization insurance coverage at the employee's cost in accordance with the Consolidated Omnibus Budget Reconciliation Act, 1985 (COBRA)

9.015 Disability Insurance.

The City may provide short-term and long-term disability benefits for eligible employees. Further information regarding eligibility and benefits of such program may be obtained from the City Manager.

9.020 Life Insurance.

The City may provide life insurance for its employees. Further information regarding eligibility and benefits of such program may be obtained from the City Manager. Increased life insurance can be taken out by an employee at any time through payroll deduction. Employees are required to contact the insurance company directly concerning any question on coverage, claims, dividends or other policy matters.

9.030 Annual Leave.

(a) Full-time employees are entitled to annual leave with pay to be accrued in accordance with his or her tenure of employment as follows:

(1) Six (6) days for the first year of employment to accrue four (4) hours per month;

(2) Twelve (12) days for the second through fifth years of employment, to accrue eight (8) hours per month;

(3) Fifteen (15) days for the sixth through tenth years of employment, to accrue ten (10) hours per month;

(4) Eighteen (18) days for the eleventh through fifteenth years of employment to accrue twelve (12) hours per month; and

(5) Twenty-one (21) days for the sixteenth or more years of employment to accrue fourteen (14) hours per month.

(b) Part-time employees, excluding school crossing guards, firefighters, and temporary employees, are entitled to annual leave with pay to be accrued as follows:

(1) Part-time employees working twenty (20) hours per week or more, but less than thirty (30) hours per week, shall accrue two (2) hours of annual leave per month for the first year of employment and four (4) hours of Annual Leave per month thereafter.

(2) Part-time employees working thirty (30) hours per week or more, shall accrue three (3) hours of annual leave per month for the first year of employment and six (6) hours of Annual Leave per month thereafter.

(3) "Years of Service" for those part-time employees accruing part-time Annual Leave who subsequently obtain full-time employee status with the City shall be computed on the basis of two (2) years of part-time service (at twenty (20) hours per week or more) as one (1) year of full-time service.

(4) Part-time employees are limited to taking Annual Leave on a weekly basis to no more than the normal weekly hours worked by the employee.

(c) Compensation for each day of annual leave shall be calculated at the employee's general rate of pay.

(d) Annual leave is intended to benefit the employee and employees are encouraged to take such leave in the year in which it is earned. A maximum of 240 hours (30 days) of unused annual leave may be carried over to the following year. A maximum of 40 hours (5 days) of unused annual leave accrued over 240 hours (30 days) may be paid as cash-in-lieu of the accrued credit. This payment is to be calculated and paid at the end of the calendar year. Any unused leave in excess of 240 hours (30) days shall be forfeited.

(e) Vacations should be requested and scheduled so as to meet the operating requirements of the City. The City will ~~at all times~~ attempt to honor an employee's requested vacation dates, but retains the right to determine the final scheduling order or to change the vacation schedules according to the needs of the City. If a conflict of leave schedules exists, the length of service within the various departments shall be used to resolve the conflict.

(f) An authorized City holiday does not constitute a day of annual leave. When an authorized holiday falls within the time period of an employee's annual leave it shall be counted as a holiday rather than a day of annual leave.

(g) Annual leave for eligible employees is allowed only after it is accrued. Annual leave shall be accrued and available for use at the completion of each calendar month.

_____(h) Qualified employees participating in the RHS Plan for City matching contributions shall convert a minimum of two (2) days of annual leave per year to their RHS Plan savings account.

9.040 Sick Leave.

(a) Sick leave is a privilege and not a right of employment. Ownership of all time accrued to the credit of an employee for use as sick leave belongs to the City. Holidays falling on a regular working day within a period when sick leave is being taken is credited as a holiday and not as a day of sick leave. Sick leave accrues to an available maximum of three hundred twenty (320) working hours (40 days).

(b) Sick leave is available to full-time and part-time employees, excluding school crossing guards, firefighters, and

temporary employees.

(c) Full-time employees may accrue eight (8) hours of sick leave for each month of employment with the City, beginning at the date of hire. Eligible part-time employees may accrue sick leave as follows: (1) regular part-time employees working twenty (20) hours per week or more, but less than thirty (30) hours per week, shall accrue four (4) hours of sick leave per month, beginning at the date of hire; and (2) regular part-time employees working thirty (30) hours per week or more, shall accrue six (6) hours of sick leave per month, beginning at the date of hire.

(d) Department heads are to use discretion in approving sick leave. Employees abusing sick leave are subject to disciplinary action, up to and including termination. Evidence of illness by a doctor's diagnosis may be required if sick leave abuse is suspected. ~~apparent.~~

(e) Employees qualifying for workers' compensation benefits may select leave and compensation options for such absence in accordance with the provisions of Section 9.150 regarding Workers' Compensation.

(f) Employees qualifying for short-term or long-term disability benefits may select one of the following leave and compensation options:

(1) Leave Without Pay. The employee may receive and retain compensation from the short-term or long-term disability benefits and take leave without pay for the period of the disability absence, to the extent permitted by these policies; or

(2) Sick Leave. The employee may utilize and receive compensation from the City for accrued sick leave for the absence, provided, the employee submits the full amount of the compensation received by the employee for short-term or long-term disability benefits to the City.

Employees receiving short-term or long-term disability benefits and leave must provide a medical release from their doctor in order to return to full employment status with the City.

(g) Sick leave for eligible employees is allowed only after it is accrued. Sick leave shall be accrued and available for use at the completion of each calendar month.

(h) Employees requesting qualified sick leave must notify the department head prior to or within one-half hour after his or her scheduled reporting time.

(i) For those employees whose circumstances allow them to avoid the use of sick leave, and thereby contribute to increased productivity and effectiveness in the delivery of City services and administrative support, the City will provide the following bonus:

Sick Days Used Per Year
Bonus Formula

0	32 hours x hourly pay rate
1	24 hours x hourly pay rate
2	16 hours x hourly pay rate
3	8 hours x hourly pay rate
4 or more	No Bonus Given

(j) The productivity bonus shall be based upon the employee's general rate of pay. Any productivity bonus earned by an employee may be taken: (I) as a cash payment; (2) as equivalent hours of annual leave; or (3) as compensation under a qualified I.R.C. § 401(k) or § 457 deferred

compensation plan.

(k) Except as provided herein, employees shall forfeit all rights to accrued sick leave upon termination or separation from service with the City. Upon retirement from the City, the City will buy-out 100% up to 320 hours, of the employee's accrued sick leave, to be paid at the employee's regular rate of pay as set forth herein ("Buy-Out"). Upon retirement from the City, qualified employees in the RHS Plan for City matching contributions shall be required to contribute all Buy-out amount to his or her RHS Plan savings account. ~~An employee's accrued sick leave at the time of separation of service, other than for retirement, from the City may be reinstated upon the employee's reinstatement from a leave of absence without pay, or upon the employee's rehire within one (1) year from the date of separation.~~

(l) Sick leave is intended and shall be used to provide paid leave for bona fide employee illnesses only. In limited circumstances as provided herein, employees may use accrued sick leave for the care of immediate family members who become ill. For purposes of this Section, immediate family member shall mean a spouse or child living in the same household as the employee. Employees may use up to a maximum of five (5) accrued sick leave days per year for the care of immediate family members. Employees may use additional accrued sick leave to care for a parent, spouse, ~~or~~ child, or related servicemember with a serious health condition to cover and run concurrent with qualified Family and Medical Leave as defined in and subject to the terms and conditions of Section 9.110.

9.050 Funeral Leave.

When a death occurs within the "immediate family," employees may be granted a maximum of three (3) days of administrative leave with pay. Employees desiring extended funeral leave may be required to use annual leave or leave without pay, if extended leave is granted. "Immediate family" means spouse, child, parent, brother, sister, grandparent, spouse's grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchild, stepparent, stepbrother, stepsister, or for other relatives living in the same household as the employee.

9.060 Paid Holidays.

(a) The following days have been designated by the City to be paid holidays:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4th
Pioneer Day	July 24th
Labor Day	1st Monday in Sept.
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday of Nov.
Day after Thanksgiving	4th Friday of November
Christmas Eve	December 24th
Christmas Day	December 25th

(b) When a holiday falls on a Saturday, it is observed on the preceding work day. When a holiday falls on a Sunday, it is observed the following work day.

(c) Non-exempt full-time and part-time employees shall receive a paid holiday for each of those days defined herein as a holiday of the City. Compensation for each holiday shall be calculated at the rate of eight (8) hours per day for non-exempt full-time employees (including personnel on flexible work schedules such as four 10-hour days), and shall be pro-rated based upon the number of hours worked per week for non-exempt permanent part-time employees.

(d) Non-exempt employees required to work on a defined holiday of the

City shall receive his or her regular compensation for hours worked on that day as well as holiday pay provided in subsection (c). Exempt employees may receive compensatory time on an hour for hour basis for time worked on a designated holiday.

(e) Commencement of employment with the City or termination of employment from the City may not occur on a holiday.

(g) If a paid holiday falls within an employee's vacation period, the holiday is not charged as part of vacation time.

9.070 Court or Jury Leave.

Employees may be granted jury duty leave as unpaid leave when employees are summoned to serve on a jury or have been required by subpoena to appear as a witness. Employees appearing in court in their official capacity may consider such time as hours worked, subject to prior approval by his or her department head. This Section does not apply when an employee appears in court on his or her own behalf, such as a traffic fine or civil lawsuit.

9.080 Military Leave.

Employees who enter active service in any branch of the armed forces of the State of Utah or of the United States shall be granted a leave of absence from employment with the City during his or her military service to the extent required by law, including, but not limited to, *Utah Code Ann.* § 39-3-1, *et seq.*, as amended, regarding "Governmental Employees in Military Service." In addition to State and Federal requirements, unpaid leave shall be granted to City employees in accordance with the following. Extended military leave is six (6) months or more, not to exceed five (5) years unless approved by the City. Short-term military leave is any leave of less than six (6) months in duration, normally not longer than fifteen (15) days.

(a) Short-term military leave is authorized for employees pursuant to the following conditions:

(1) Employees are entitled to fifteen (15) working days of military leave per year without regular City pay. Any employee requesting such leave must provide the City Manager with a copy of the military orders.

(2) Employees who are members of reserve units of the military shall notify the City Manager at least four (4) weeks in advance and shall indicate in writing their intention and anticipation with regard to participating in periods of active duty. Such written notification shall be made a part of the individual employee's personnel file.

(3) Employees requesting short term military leave may go on leave without pay status prior to using accrued vacation and compensatory time.

(4) While on short term military leave, none of the employee's benefits shall accrue, except that health and life insurance benefits will remain in force.

(b) Extended military leave without pay shall be granted to employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States in accordance with the provision of the Universal Military Training and Service Act. Former employees may be permitted to return to City employment pursuant to the following conditions:

(1) The employee must have satisfactorily completed the

period of active duty and furnish a certificate to that effect.

(2) An employee leaving active military duty is allowed forty (40) days from the active duty release date in which to request reinstatement to an available position of comparable status and compensation. If the employee declines an offer for position vacancy, reinstatement rights may be canceled by the City Manager.

(3) If, due to a service connected disability or for some other reason, an employee is not qualified to perform all the duties of the vacated position the employee will be placed on a list of eligibles for consideration for future openings.

9.090 Leave Without Pay.

Leaves of absence without pay (LWOP) may be granted for periods not to exceed two (2) months to City employees for purposes approved by the City Manager and City Council. Such leave is not to be regarded as acquired rights by employees, except for medical conditions covered under FMLA or as otherwise required by law, and may be granted only when the performance of the job will not be adversely affected thereby. Requests for leave are to be made in writing to the City Manager and approved by the City Council.

(a) A leave of absence without pay granted to an employee for purposes other than family medical leave, may be terminated prior to the expiration date thereof with the consent of the appointing authority and the City Council. Failure of an employee to report for duty promptly at the expiration of his leave or violation of an agreement or understanding entered into by him or her relative thereto shall be just cause for his or her termination and the removal of his or her name from any eligible list or lists on which it may appear.

(b) Positions temporarily vacated by granting leave of absence without pay may be filled on a temporary basis.

(c) No benefits shall accrue during unpaid leave including, but not limited to, vacation, sick leave and holiday pay. Employees desiring to continue health insurance coverage while on leave-without-pay may receive such coverage upon making arrangements with the City. During such period it shall be the responsibility of the employee to pay the complete premium.

9.100 Reserved. ~~Administrative Leave.~~

~~Regular employees may be granted leave with pay to perform legitimate duties in connection with City business, to attend trade or professional meetings which relate to official duties, or to participate in recognized and authorized training programs. Administrative leave may be authorized by the department head once budgetary approval is given. Otherwise, requests are made to the City Manager. All out-of-state administrative leave must be approved by the City Council. Administrative leave may also be utilized during disciplinary actions.~~

9.110 Family and Medical Leave.

(a) Purpose. It is the purpose of this Section to provide guidelines for employees regarding leaves of absence in accordance with the Family and Medical Leave Act of 1993, as amended (FMLA or Act). The provisions set forth herein are intended to comply with such Act, and if any conflict arises or if an issue or definition is not addressed herein, the Act shall control. When referred to herein, the term "Act" shall include all federal rules and regulations promulgated pursuant to authority of the Act, including, but not limited

to, provisions set forth in 29 C.F.R. Part 825, as amended. The provisions of this Section are also intended to comply with the National Defense Authorization Act, enacted January 28, 2008, as Public Law 110-181, and the amendments to the FMLA adopted therein.

(b) Eligible Employees. Employees eligible for Family and Medical Leave Act leave (FMLA leave) as provided herein include employees who: (1) have been employed by the City for at least twelve (12) months (which need not be consecutive months); and (2) have been employed by the City for at least one thousand two hundred fifty (1,250) hours of service during the 12-month period immediately preceding the commencement of the leave.

(c) Qualifying Reasons for Leave. Eligible employees shall be entitled to FMLA leave for circumstances qualifying for FMLA leave under the Act, which qualifying reasons are summarized as follows:

(1) For the birth of a son or daughter of the employee and to care for the newborn child;

(2) For the placement with the employee of a son or daughter for adoption or foster care;

(3) To care for the employee's spouse, son, daughter, or parent with a serious health condition;

(4) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;

(5) Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; and

(6) To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

(d) Amount of Leave. Except in the case of leave to care for a covered service member with a serious injury or illness under Subsection (c)(6), an eligible employee's FMLA leave entitlement is limited to a total of twelve (12) work weeks of leave during any "12-month period," as defined in Subsection (e), for any one or more qualifying reasons. An eligible employee's FMLA leave entitlement is limited to a total of twenty-six (26) work weeks of leave during a "single 12-month period," as defined in Subsection (e), to care for a covered service member with a serious injury or illness. During the "single 12-month period," as defined in Subsection (e), an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) work weeks of FMLA leave for any qualifying reason as more particularly provided in the Act.

(e) Designation of 12-Month Period. Except in the case of leave to care for a covered service member with a serious injury or illness under Subsection (c)(6), for purposes of determining the "12-month period" in which the twelve (12) weeks of leave entitlement occurs, the City uses a rolling 12-month period measured backward from the date an employee uses any FMLA leave. In the case of leave to care for a covered service member with a serious injury or illness, for purposes of determining the "single 12-month period" in which the twenty-six (26) weeks of leave entitlement occurs, the City is required to use a 12-month period measured forward from the date an employee's first FMLA leave to care for the covered service member begins.

(f) Employee Notice Requirements.

(1) General Notice. Except as otherwise provided in the Act, an employee giving notice of the need for FMLA leave does not need to expressly assert rights under the Act or even mention the FMLA to meet his or her obligation to provide notice, although the employee does need to state a qualifying reason for the needed leave and must otherwise satisfy the notice requirements set forth herein.

(2) Customary Leave Procedures. Except as otherwise prohibited by the Act and absent unusual circumstances, employees shall comply with the City's customary notice and procedural requirements for requesting leave as more particularly set forth in Chapter 9 of these Policies and Procedures.

(3) Notice for Foreseeable Leave. An employee must provide the City at least thirty (30) days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If thirty (30) days notice is not practicable, notice must be given as soon as practicable. Such notice shall comply with the provisions of 29. C.F.R. § 825.302, as amended.

(4) Notice for Unforeseeable Leave. When the approximate timing of the need for FMLA leave is not foreseeable, the employee must provide notice to the City as soon as practicable under the facts and circumstances of the particular case. Such notice shall comply with the provisions of 29 C.F.R. § 825.303, as amended.

(5) Failure to Comply. When an employee fails to give the required notice as provided herein or as required by the Act, FMLA coverage may be delayed in accordance with applicable provisions of the Act.

(g) Employer Notice Requirements.

(1) General Notice. The City is required to post a notice explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act with the Wage and Hour Division. Such notice shall be posted prominently and the text must be large enough to be easily read. In addition, the City shall provide general notice to each employee by including the notice in any employee handbook or other written guidance to employees concerning employee benefits or leave rights. In compliance with these notice requirements, a copy of the U.S. Department of Labor's Employee Rights and Responsibilities (WH Publication 1420) is attached hereto as Appendix A, and incorporated herein by this reference.

(2) Eligibility Notice. When an employee requests FMLA leave, or when the City acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the City must notify the employee of the employee's eligibility to take FMLA leave within five (5) business days, absent extenuating circumstances as provided in the Act. The employee eligibility notice must state whether the employee is eligible for FMLA leave under the terms and provisions of Subsection (b) of this

policy and the provisions of 29 C.F.R. § 825.110(a). If the employee is not eligible for FMLA leave, the eligibility notice must state at least one reason why the employee is not eligible, such as the number of hours or months the employee has been employed by the City. Notification of eligibility may be oral or in writing, and, if in writing, may be in the form of the U.S. Department of Labor's Notice of Eligibility and Rights & Responsibilities (Form WH-381). Changes to and subsequent notices of eligibility shall be provided in accordance with the provisions of 29 C.F.R. § 825.300, as amended.

(3) Rights and Responsibilities Notice. The City shall provide written notice detailing the specific expectations and obligations of the employee taking FMLA leave and explaining any consequences of a failure to meet such obligations in accordance with the provisions of the Act. The rights and responsibilities notice shall be provided to the employee each time the eligibility notice is provided pursuant to Subsection (g)(2). If leave has already begun, the notice should be mailed to the employee's address of record. The rights and responsibilities notice shall include all required information as provided in 29 C.F.R. § 825.300, as amended, and shall be substantially in the form of the U.S. Department of Labor's Notice of Eligibility and Rights & Responsibilities (Form WH-381).

(4) Designation of Leave. Pursuant to the Act, the City is responsible for designating leave as FMLA-qualifying and for giving notice of the designation to the employee as provided in 29 C.F.R. § 825.300, as amended. Once the City has enough information to determine whether the leave is being taken for a FMLA-qualifying reason (e.g. after receiving a certification), or has acquired knowledge that the leave is being taken for a FMLA-qualifying reason, the City must notify the employee whether the leave will be designated and counted as FMLA leave within five (5) business days, absent extenuating circumstances as provided in the Act. The designation notice must be in writing and shall be substantially in the form of the U.S. Department of Labor's Designation Notice (Form WH-382).

(h) Certification of Health Care Provider. The City may require the employee to provide certification from a health care provider regarding the necessity of the FMLA leave in accordance with and subject to provisions of the Act, including, but not limited to 29 C.F.R. § 825.305, et seq., as amended. Medical certifications shall be substantially in the form of the U.S. Department of Labor's Certification of Health Care Provider for Employee's Serious Health Condition (Form WH-380E) or the Certification of Health Care Provider for Family Member's Serious Health Condition (Form WH-380F), as applicable. Certifications for a qualifying exigency shall be substantially in the form of the U.S. Department of Labor's Certification of Qualifying Exigency for Military Family Leave (Form WH-384). Certifications for FMLA leave taken to care for a covered servicemember with a serious injury or illness shall be substantially in the form of the U.S. Department of Labor's Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave (Form WH-385). Pursuant to the Act, if the City has reason to doubt the validity of the certification provided, the City may require, at the City's expense, a second and/or third opinion from a designated health care provider.

(i) Reporting. The City may require the employee on FMLA leave to report periodically to the City on the employee's status and intent to return to work in accordance with and subject to provisions of the Act, including, but not limited to, 29 C.F.R. § 825.311, as amended.

(j) Fitness for Duty. As a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, it is the City's uniformly-applied policy to require all employees who take leave under such conditions to obtain and present certification from the employee's health care provider that the employee is able to resume work. The City may seek a fitness-for-duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave. In order to require the fitness-for-duty certification, the City shall provide the employee with a list of the essential functions of the employee's job with the designation notice provided in Subsection (g)(4). No second or third opinions on a fitness-for-duty certification may be required. All fitness-for-duty certifications shall be in accordance with and subject to applicable provisions of the Act, including, but not limited to, 29 C.F.R. § 825.312, et seq., as amended.

(k) Intermittent or Reduced Schedule Leave. Intermittent leave or reduced schedule leave may be taken under certain circumstances in accordance with and subject to provisions of the Act, including, but not limited to, 29 C.F.R. § 825.202, et seq., as amended. Any intermittent leave requested or granted shall be subject to conditions set forth in the Act, including, but not limited to, alternative position transfer, reasonable notice, scheduling and certification.

(l) Leave Protection.

(1) Compensation. Employees shall be required to use accrued paid annual leave hours for FMLA leave provided herein and paid sick leave hours to the extent such FMLA leave qualifies as sick leave under provisions of this Chapter. Any leave not covered by previously accrued paid annual and sick leave shall be permitted as unpaid leave in accordance with the provisions set forth herein. To the extent permitted by law, it is the intent of the City that all paid leave substituted for unpaid FMLA leave run concurrently with and be counted as FMLA leave.

(2) Position. Except as otherwise provided in the Act, employees who take FMLA leave shall be entitled, on return from such leave, to be returned to the same position the employee held when the FMLA leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The employee may be denied restoration of his or her position only under circumstances and conditions set forth in the Act.

(3) Benefits. The taking of family or medical leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced, other than the required use of annual and sick leave. An employee's entitlement to benefits other than group health benefits during a period of FMLA leave shall be determined in accordance with the City's policy for providing such benefits for the type of leave taken; i.e. paid or unpaid, as applicable. The City's right to recover costs incurred by the City for non-health plan benefits during FMLA leave shall be determined by applicable provisions of the Act.

(4) Insurance. The City shall maintain coverage for the employee under any "group health plan" for the duration of any FMLA leave at the level and under the conditions of coverage the employee would have been provided had the employee been continuously employed during the FMLA leave period as required by the Act and applicable provisions of COBRA. The employee shall be responsible for any premiums which had been paid by the employee prior to FMLA leave. If FMLA leave is substituted for paid leave, the employee's share of the premiums must be paid by the method normally used during any paid leave, such as payroll deduction. If the FMLA leave is unpaid, applicable policies for payment by employees on leave without pay will be followed. The City may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work after the employee's FMLA leave entitlement has been exhausted or expired, unless the reason the employee does not return is due to exemptions set forth in 29 C.F.R. § 825.213, as amended.

(m) Records. The City shall make, keep and preserve records pertaining to FMLA leave in accordance with the Act. Access and maintenance of such records shall be subject to the requirements of the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann.* §§ 63G-2-101, *et seq.*, as adopted and amended by the City. Documents relating to medical certifications, recertification, fitness for duty or medical histories of employees or employees' family members shall be treated as confidential medical records.

9.120 Education Assistance.

(a) Education Assistance Program. The City recognizes the importance of educational growth of eligible employees in advancing their technical and managerial skills. Through the Educational Assistance Program the City may provide assistance to an employee who undertakes a course of study which leads to a graduate or undergraduate degree and which is mutually advantageous to the City and the employee. In some cases irregular work schedules may be considered as a means of accommodating class schedules.

———(b) Reimbursement. For courses approved by the department head, City Manager and the City Council, and completed with a grade "C" or higher, the City will reimburse employees an amount equal to one-half (½) the tuition and required fees for employees accepted for participation in an accredited program. Application for educational assistance shall not normally be approved for reimbursement of courses taken in excess of six (6) hours per semester or quarter and shall not exceed an annual maximum per employee of $1,500.00.

———(c) Written Agreement. Those accepted under this program are required to sign a statement committing themselves to one (1) year of employment with Farmington City upon completion of the course work. If the employees are terminated (voluntarily or involuntarily, except reduction in force), they will be required to refund to the City any moneys received under the program during the preceding one (1) year period. The closing date of the quarter or semester will be the date used to determine the parameters of such period.

(d) Other Training. Specific training workshops and courses that benefit the City entirely may be~~, are~~ paid for by the City. Training is approved annually by the City Council during the budget approval process.

9.130 Retirement.

All employees of the City shall participate in the Utah State Retirement System except for the City Manager and Fire Chief, who may select their own retirement option. The Utah State Retirement System provides a number of benefits to the employee and the details of the program can be obtained from the City Recorder. Police officers are enrolled in the Utah State Public Safety Retirement System. State retirement benefits begin at the date of employment.

The City provides a supplemental retirement program. The terms of the supplemental retirement program are as follows:

(a) Those eligible

1. All full-time employees except sworn police officers who participate in the Utah State Retirement System and the City Manager and Fire Chief who participate in their respective ICMA RC Retirement System and are not part of the regular Utah State Retirement System.

2. Employees must complete one (1) full year of employment with Farmington City.

(b) Standard Supplemental Benefit.

1. 1% of the employee's base compensation for non-exempt employees.

2. 3% of the employee's base compensation for exempt employees. The contribution is made into the City's 401a Plan.

(c) Matching Supplemental Benefit. An additional benefit up to 2% of the employee's base compensation is available to qualified employees who equally match the City's contribution. The City's portion is deposited into its 401a Plan while the employee may choose to deposit their matching amount into either the ICMA or the Utah State Retirement Systems 401k or 457 plans.

(d) When the employee becomes eligible for the City's RHS Plan, the City's match and the employee's match will then go into the RHS Plan. Once the 10 years are passed in the RHS Plan, the City and employee can then put matching funds back into their respective funds as before.

Details of this plan are available upon request from the City Recorder. Part-time firefighters are eligible for City contributions towards the City's Retirement Health Savings Plan. A deferred compensation plan is also available to regular full-time or part-time employees who voluntarily wish to participate. Under this program, eligible employees may defer part of their salary to a qualified I.R.C. §§ 457 or 401(k) plan as an investment enhancement for retirement. All employees of the City contribute to the O.A.S.I., or Social Security program as administered by the Federal Government. This is a system of retirement benefits based on equal employer and employee contributions to public insurance reserves.

9.140 Unemployment Insurance.

The City participates in the State Unemployment Insurance Program and each person that terminates may ~~will~~ be eligible for unemployment benefits in accordance with the rules and provisions as provided by the State. Employees terminated for cause shall not be eligible for unemployment benefits from the City.

9.150 Workers' Compensation.

(a) In accordance with State law, Farmington City provides Worker's Compensation Insurance for ~~all~~ employees.

(b) The size of the awards and the conditions connected with these claims are

contained in the State laws covering worker's compensation cases. Any injury occurring on the job are to be reported to the supervisor immediately, and forms prescribed by the State Industrial Commission and the City are to be completed and submitted to the City Recorder in accordance with the injury reporting procedures set forth in Chapter 15 of these Policies and Procedures.

(c) It is the intent and purpose of Farmington City to comply with all applicable rules and regulations pertaining to the Occupational Safety and Health Act as established under Federal law or Utah State law.

(d) Employees qualifying for workers' compensation benefits may select one of the following leave and compensation options:

(1) Leave Without Pay. The employee may receive and retain compensation from the workers' compensation benefits and take leave without pay for the period of the absence, to the extent permitted by these policies; or

(2) Sick Leave. The employee may utilize and receive compensation from the City for accrued sick leave for the absence, provided, the employee submits the full amount of the compensation received by the employee from workers' compensation benefits to the City; or

(3) Vacation Leave. The employee may utilize and receive compensation from the City for accrued vacation leave for the absence and receive and retain compensation from the workers' compensation benefits.

(e) ~~Regardless of the leave option chosen, all workers' compensation checks are distributed by the State insurance fundtoFarmington City.~~ Under no circumstances shall an employee be permitted to receive more income than his or her regular pay check, unless on vacation leave.

(f) Employees receiving workers' compensation benefits must provide a medical release from their doctor in order to return to full employment status with the City.

9.160 Cafeteria Flex-Plan.

Eligible employees may choose to participate in the City's voluntary Cafeteria Flex-Plan Program. An employee may elect to reduce his or her bi-weekly compensation by a pre-determined amount decided annually. The amount voluntarily reduced bi-weekly is deposited in a non-interest bearing escrow account for the purpose of reimbursing employee expenses that qualify under the IRS Code § 125. Such eligible expenses may include, but are not necessarily limited to the following: health and dental insurance premiums; medical expenses including insurance co-payments; doctor and hospital charges and prescribed medicines; child care; etc. The City pays for the administrative cost of using this benefit. Unspent funds in the escrow account are forfeited to the City as mandated by IRS rules. The City of Farmington accepts no legal responsibility for its employees if for any reason their claims for reimbursement do not meet IRS qualifying regulations. Interested eligible employees may contact the City Recorder for additional information.

CHAPTER 10
TRAVEL AND EXPENSE REIMBURSEMENT

10.010 Travel.
10.020 Mileage Reimbursement Rate.
10.030 Per Diem.
10.040 Other Costs.
10.050 Receipts or Affidavits.
10.060 Association Breakfast, Luncheon, or Dinner Meetings.
10.070 Advance Payment Vouchers.
10.080 Uniforms.

10.010 Travel.

Travel expenses for City employees associated with authorized trips on City business for attendance at conventions, conferences, workshops, educational classes or meetings may ~~shall~~ be paid by the City in accordance with the provisions set forth in this Chapter. Actual costs for registration fees and materials required for the seminar, training courses, etc., shall generally be paid for by the City directly to the providers upon submittal of a voucher accompanied by a registration form.
Alternative payment arrangements must be authorized and approved by the City Manager or Mayor. An employee may be accompanied by a spouse and/or family members on approved City business trips with the understanding that the City will not pay any of the costs incurred by the spouse or family members or be responsible for any liability associated therewith. Advance written approval is required from the City Manager or Mayor if not previously outlined and approved in the budget for in-state travel where reimbursement exceeds fifty dollars ($50.00). All out-of-state travel will require advance approval by the City Council either by budgetary approval at budget adoption or at a later time. When practical, City vehicles will be used for City business.

10.020 Mileage Reimbursement Rate.

Travel expenses are to be included in an annual budget for each department anticipating travel, as part of the budget process. Reimbursement rate for a personal vehicle used for approved travel shall be at a rate established annually by the Internal Revenue Service. Travel distances will be computed from a standard mileage chart when available. Vehicle odometer readings will be reimbursed for distances not charted, with approval of the department head. Reimbursement for public transportation, when necessary, will equal actual cost of fares. First-class accommodations will be utilized only when a lesser rate is not available.

10.030 Per Diem.

Daily meals allowance (excluding alcoholic beverages) shall be provided to employees whose work related travel requires them to leave the City for a period of time which exceeds four (4) hours when meals are not included as part of a registration fee. The meal allowance shall be as follows:

Breakfast:	$ 6.00
Lunch:	$ 8.00
Dinner:	$16.00

The allowance is intended to be utilized in those circumstances where time is spent away from the normal workplace and meals are not provided as part of the conference or activity necessitating travel. If circumstances occur where unknown or extenuating expenses may arise which exceed the allowable costs set forth above, the department head and/or City Manager or Mayor may consider payment/ reimbursement, subject to the submittal of a voucher or receipt of payment. In cases of travel to locations where the predetermined allowances are not reasonable or sufficient, approval may be obtained for additional amounts from the City Manager or Mayor. The

City will generally pay lodging expenses directly to the provider. Alternative payment arrangements must be authorized and approved by the City Manager or Mayor.

10.040 Other Costs.

Toll road charges, parking fees, storage and like items may also be reimbursed. Charges for car rental or similar services shall not be reimbursed unless advance approval is obtained from the City Manager and/or approved in the annual budget. Reasonable taxi and limousine charges are allowable and receipts are not required.

10.050 Receipts or Affidavits.

Receipts or affidavits shall be required for all commercial air, railway, bus or boat transportation; lodging; repairs or fuel for City vehicles; and all extraordinary expense, such as purchase of incidental supplies or publications and registration fees.

10.060 Association Breakfast, Luncheon, or Dinner Meetings.

Department heads or their designees belonging to State or regional professional associations or attending meetings relating to their official duties shall be reimbursed for actual costs incurred. (Examples: Police Chief and Fire Chief Association meetings; monthly Recorders' Luncheon, etc.)

10.070 Advance Payment Vouchers.

Employees may receive advance payment for mileage and per diem expenses by submitting a "Travel and Per Diem Expense Voucher" together with a copy of any registration and program itineraries.

10.080 Uniforms.

The following department personnel may be permitted uniform allowances as provided:

(a) Police. Eligible Police Department personnel may receive uniform allowances for the actual cost of department uniforms, including, but not limited to bullet-proof vests, winter coats, dress uniforms, etc., in accordance with the Police Department Policies and Procedures. An annual replacement allowance may be permitted. The City may pay for the dry cleaning of department uniforms at a frequency to be approved by the Chief of Police and as authorized by the City Manager.

(b) Public Works. Eligible Public Works Department employees may receive an annual uniform allowance of actual costs for up to five (5) shirts, five (5) pants and a winter coat. Shop personnel shall be eligible for uniform allowance of actual costs for coveralls and for the cleaning of the coveralls. Temporary employees and clerical support personnel in the Public Works Department may be provided uniforms and/or uniform allowances as approved by the Public Works Director and the City Manager.

(c) Community Development Department. Eligible Community Development Department employees may receive an annual uniform allowance of actual costs for shirts and pants as authorized by the Department Head and the City Manager.

(d) Fire Department. Fire Department personnel may receive an annual uniform allowance of actual costs for uniforms and equipment in accordance with the Fire Department Policies and Procedures. A cleaning allowance may be granted for dress uniforms as authorized by the Fire Chief and the City Manager.

CHAPTER 11
WORK HOURS

11.010 Normal Work Periods.
11.020 Reporting for Work.
11.030 Lunch Break.
11.035 Rest Periods.
11.040 On Call.

11.010 Normal Work Periods.

The normal working hours for City employees are 8:00 a.m. to 5:00 p.m. Department Heads, upon approval of the City Manager, have the authority to alter employee work schedules on a daily, weekly or seasonal basis to meet the service needs of the City. As provided in Chapter 8, the ~~The~~ normal work day for full-time employees shall be eight (8) hours. The standard work week is forty (40) hours and normally the City is open for business Monday through Friday. Shift personnel may be assigned to work day shifts, swing shift or graveyard. A pay period consists of two (2) work weeks. Records for all pay purposes including, but not limited to, regular time, overtime, compensatory time, vacation, sick leave and leave-without-pay will be maintained on thirty (30) minute intervals, except those employees that punch a time clock.

11.020 Reporting for Work.

An employee unable to report to work on a work day is to notify his or her department head of that fact within a reasonable time at the beginning of the work day. As provided in Chapter 9, employees who are ill or required to stay home to care for an immediate family member must notify his or her department head of required sick leave prior to or within one-half hour of his or her scheduled reporting time.

11.030 Lunch Break.

Normally, employees are allowed a one hour lunch period in conjunction with the employee's work schedule or shift. The lunch break will be taken on the employees' own time, therefore it will not be compensated. Shorter lunch period may be approved in department working rules if authorized by the City Manager, but shall not be less than thirty (30) minutes.

11.035 Rest Periods.

At the discretion of the Department Heads for their respective departments, rest periods or breaks of short duration not to exceed fifteen (15) minutes may be granted to employees. If rest periods are granted as provided herein, the rest period shall be counted as hours worked and may not be offset against other working time such as compensable time. Rest periods shall be granted at the discretion of the Department Head with appropriate consideration for staffing needs and operational demands. Rest periods shall not be combined with lunch periods and shall not be provided at the beginning or end of a shift. Unless otherwise provided and approved by the Department Head, all rest periods shall be taken at the work site or applicable City offices.

11.040 On Call.

Employees placed on "on-call" status are required to be able to respond to calls within a reasonable time and shall carry a portable telephone or pager provided by the City. When "on-call" status is required, compensation for such is set forth in Chapter 8. ~~by these policies and procedures.~~

CHAPTER 12
EMPLOYEE CONDUCT

12.010 Outside Employment.
12.020 Conflict of Interest.
12.030 Nepotism.
12.040 Political Activity.
12.044 Public Relations.
12.046 General Conduct.
12.048 Dress and Hygiene Standard.
12.050 Sexual Harassment.
12.060 Drug and Alcohol Policy.
12.070 DOT Drug and Alcohol Policy.

12.010 Outside Employment.

(a) The City requires that employees' activities and conduct away from the job must not conflict with or adversely affect job performance and the ability to fulfill all responsibilities to the City. Employees are cautioned to consider carefully the demands that additional work activity will create before requesting permission to seek or accept outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity does cause or contribute to job-related problems, such employment must be discontinued; and, if necessary, normal disciplinary procedures will be followed to deal with the specific problems.

(b) Employees must obtain prior approval from management before any outside employment or other work activity is undertaken. Failure to do so will be cause for disciplinary action. This requirement also extends to the unauthorized use of any City tools or equipment that may be required for the outside employment. Employee requests for permission to accept outside employment, including self-employment, should be submitted in writing to the employee's department head. The request should state any pertinent information about the outside employer, the nature of the job, and the hours of employment. The department head should then forward the request to the City Manager, recommending either approval or disapproval. The City Manager's decision will be final.

(c) In addition, employees are not to solicit or conduct any outside business during paid working time. This includes telephone calls, consultations, etc.

(d) Employees who have accepted outside employment are not eligible for paid sick or personal absence when the absence is used to work on the outside job or is the result of an injury sustained on that job. Fraudulent use of sick or personal absences will be cause for disciplinary action.

(e) Employees who are injured or killed while working at the outside employment are not covered under the City's worker's compensation and may not be covered under other insurance which specifically applies to employment with Farmington City.

12.020 Conflict of Interest.

It is the policy of Farmington City to comply with provisions of the "Municipal Officers' and Employees' Ethics Act" as set forth in *Utah Code Ann.* § 10-3-1301, *et seq.*, as amended.

12.030 Nepotism.

It is the policy of the City to comply with the provisions of Title 52, Chapter 3, of the *Utah Code Annotated*, as amended regarding the prohibition of employment of relatives.

(a) It shall be the policy and practice of the City to avoid nepotism and/or the appearance of nepotism in its employment practices, including, but not limited

to,recruitment, selection, promotion and compensation, and to comply with all applicable laws relating to the employment of relatives. This policy shall apply to all public officers, as defined in Utah Code Ann. § 52-3-1, including full-time, part-time and temporary employees of the City.

(b) In addition to the restrictions set forth in Utah Code Ann. § 52-3-1, and except as otherwise provided in paragraph (c), below, no person may be employed by the City if a relative of that person holds an elected or appointed position with the City or is otherwise employed by the City. For the purposes of this policy, "relative" shall include father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first-cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law , grandfather, grandmother, step-son, step-daughter, step-brother, step-sister, step-mother, or step-father.

(c) Subsection (b) shall not apply in the following situations: provided that in no event shall a public officer or employee directly supervise an appointee or employee who is a relative, or otherwise violate the provisions of Utah Code Ann. § 52-3-1:

(1) When the relative was elected, appointed or employed by the City prior to the adoption of this policy, and when such election, appointment or employment did not violate the provisions of any anti-nepotism policy or law in effect at the time of such election, appointment or employment;

(2) When the relative is a volunteer;

(3) When the relative will be employed for a period of twenty (20) weeks or less; or

(4) When the City Manager determines that the relative is the only person available or best qualified to fill the position.

12.040 Political Activity.

City employees shall comply with and be subject to *Utah Code Ann.* § 10-3-1108, as amended, regarding political activities of municipal officers and employees.

~~(a) No person shall be denied the opportunity to become an applicant for a position by virtue of political opinion or affiliation.~~

~~(b) No person employed by the City may be dismissed from service as a result of political opinion or affiliation.~~

~~(c) An employee may voluntarily contribute funds to political groups and become a candidate for public office. The intent of this provision is to allow the individual freedom of political expression and to allow employees to serve as voting City officers and as State or county delegates without jeopardizing public programs for which they are responsible.~~

~~(d) No official, whether elected or appointed, may directly or indirectly coerce, command, advise or solicit any officer or employee to pay, lend, or contribute part of his or her salary or compensation or anything else of value to any party, committee, organization, agency or person for political purposes. No official, whether elected or appointed, may attempt to make any officer's or employee's employment status dependent upon the employee's support or lack of support for any political party, committee, organization, agency, or person engaged in a political activity.~~

~~(e) An employee who wishes to seek election to any Farmington City office shall take a leave of absence without pay~~

~~nolater than the day following the day the employee files for such office. If elected, the employee shall immediately tender his or her letter of resignation.~~

12.044 Public Relations.

The measure of City government is, to some extent, based on the effectiveness and personal contact of its employees with the general public. It is expected that all employees will avoid conduct at work or elsewhere that might cause embarrassment to, or criticism of the City. Often times, the city employee is the only contact a private citizen has with our municipal government and, although citizens may not always be right, he/she does have an active interest in the City and its government. Therefore, it is essential that the attitudes and actions of the employees of the City, both on and off duty, bring credit to the City. Good public relations can best be created by the simple process of being helpful, courteous, and treating people in the same manner you would like to be treated. It is also important to the public relations of the City that each municipal employee be neat, clean, impressive in appearance and respectable in his/her use of language.

12.046 General Conduct.

Employees of the City shall conduct themselves in a manner deserving of public trust and confidence as well as the respect of other employees. Employees shall not participate in or encourage the use of threatening or offensive conduct or offensive language toward the public or other City officers and employees. Employees shall act in a professional and respectful manner toward the public and other City officers and employees.

12.048 Dress and Hygiene Standard.

City employees are expected to have socially acceptable hygiene and to dress in professional, modest attire which is appropriate to the job they are performing.

12.050 Sexual Harassment.

(a) Policy. It is the policy of the City to provide its employees with a work environment free from sexual harassment. Sexual harassment is prohibited and shall not be tolerated by the City ~~under any circumstances~~. This ~~zero tolerance~~ policy applies to all employees, officers, and agents of the City~~, as well as any other third parties doing business with or served by the City~~.

(b) Purpose. It is the purpose of this policy to communicate to all employees of the City ~~and all persons conducting business with or served by the City~~ that sexual harassment is prohibited. It is also the intent of this policy to inform and communicate to employees experiencing or witnessing sexual harassment that they have a means to discourage and report offensive or inappropriate conduct and that such reports will be ~~immediately~~ investigated and appropriate action will be taken.

(c) Notice. All employees of the City shall be responsible for knowing the provisions of this policy regarding sexual harassment. The City Manager shall be responsible for informing employees of any amendments to this policy. Any violation of this policy by City employees shall result in disciplinary action up to and including termination.

(d) Definitions. As used herein, the following words shall have the meaning described below:

(1) "Retaliation" means a retaliatory action taken against any person complaining of or reporting sexual harassment or any person involved or cooperating in an investigation of sexual harassment or a retaliatory action taken against any other person or property as a result of

a sexual harassment complaint and/or investigation.

(2) "Sexual harassment" means unwelcome sexual advance, request for sexual favors, and other verbal or physical conduct of a sexual nature when: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(e) Prohibited Conduct. Sexual harassment of any nature is prohibited under this policy, whether or not such conduct rises to the level of unlawful harassment. Examples of the kind of conduct that constitutes sexual harassment under this policy, includes, but is not limited to, the following types of behavior. Prohibitions hereunder include same-sex harassment.

(1) Sex Role Stereotyping. This conduct consists of assignment of non-job related duties, functions or roles based on gender. Examples include making coffee, serving refreshments, and running errands, when not related or necessary to the functions and responsibilities of the employee's position with the City.

(2) Targeted Gender Harassment. This conduct includes intentional behavior that is directed at a specific gender. Examples of this kind of prohibited conduct include sexual comments and jokes as well as suggestions or gestures about gender or sexuality.

(3) Targeted Individual Harassment. This conduct consists of intentional behavior that is targeted at an individual or a specific group which causes serious negative physical or psychological effects to the victim and adversely affects productivity and morale. This prohibited conduct includes negative or offensive sexual comments, jokes, gestures directed to or relating to an individual's gender or sexuality, or unwelcome physical conduct of a non-criminal nature.

(4) Criminal Sexual Harassment. This conduct includes behavior which violates State or Federal law. Prohibited conduct includes forcible sexual abuse, intentional intimate touching of another (such as buttocks or genitals of another or the breasts of a female), and taking indecent liberties with another individual.

(f) Employee Responsibility. Employees shall promptly report any sexually harassing conduct they experience, learn of or witness utilizing the complaint procedures provided herein. Such prompt reporting will assist the City in eliminating any harassment at an early stage and/or reduce or eliminate any resulting harm.

(g) Complaint Procedures. Whenever an employee believes he or she has experienced, learned of or witnessed any type of sexual harassment, the employee shall report the matter utilizing the following procedures.

(1) Complaint. An employee may report and/or complain of any alleged sexual harassment by verbally notifying or filing a written

complaint of the harassment with his or her supervisor. If the employee's supervisor is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her supervisor, the employee may verbally notify or file a written complaint with the employee's department head or the City Manager. If the department head or the City Manager is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her department head or the City Manager, the employee may verbally notify or file a written complaint with the City Recorder or the Mayor. If a member of the City Council or other appointed board or commission member is implicated in the matter, the employee may verbally notify or file a written complaint with the Mayor. If the Mayor is implicated in the matter, the employee may verbally notify or file a written complaint with the City Manager.

(2) Notice. Except as otherwise provided herein, any supervisor, department head, City Recorder or the Mayor receiving notice of an alleged incident of sexual harassment, either verbally or in writing, shall take immediate action to report such incident and/or complaint to the City Manager. In the event the City Manager is implicated in the complaint, the Mayor shall be notified by the supervisor, department head or City Recorder of the report or complaint.

(3) Investigation. It is an express policy of the City that all complaints of sexual harassment will be investigated. Except as otherwise provided herein, the City Manager, or his or her designee, shall promptly ~~and thoroughly~~ investigate any such complaint of sexual harassment. In the event the City Manager is implicated in any sexual harassment complaint, the Mayor shall cause to be conducted a prompt ~~and thorough~~ investigation of the matter. In such event, all references in Subsections (4) and (5) to the City Manager shall be read to refer to the Mayor. The City may also hire a third party investigator to conduct any investigation of alleged sexual harassment. All investigations should ~~shall~~ include, at a minimum, providing a copy of this policy to the complainant and the accused; informing the parties of the law regarding sexual harassment and the provisions of this policy; and reviewing the complaint with the complainant and the accused.

(4) Decision. Upon completion and review of the investigation, the City Manager shall determine whether there has been a violation of this policy and shall immediately thereafter take such action as he or she deems appropriate under the circumstances in accordance with applicable procedures regarding the same. In the event a third party investigator has been hired to investigate the matter, the City Manager shall review the conclusions of the investigation and make a determination regarding the matter as provided herein. Written notice of the decision, including any appropriate findings and conclusions, shall be prepared and distributed to the parties within a reasonable time from receipt of the complaint.

(5) Determine Remedy. If a violation of this policy is found, the City Manager shall determine the appropriate discipline for the violator ranging from written reprimand to

termination of employment. The City Manager shall take the following factors into consideration in determining the appropriate discipline, together with any other appropriate factors:

(i) the relationship of the parties;

(ii) the nature of the offense;

(iii) the number of complainants; and

(iv) the number of occurrences.

(6) File Records. If the accused is found to have violated this policy, all records concerning the complaint, investigation, findings, and discipline shall be maintained with his or her personnel records. If the accused is found innocent of any violation of this policy, no records concerning the incident shall be maintained with his or her personnel records.

(h) Confidentiality. All complaints and investigations of sexual harassment will be confidential to the extent possible under the circumstances and only those persons necessary for the investigation and resolution of the complaint will be provided information. Breach of this confidentiality requirement may result in disciplinary action being taken.

(i) Retaliation. Employees are entitled to bring good faith complaints regarding alleged sexual harassment and/or to participate in the investigation of any such complaints without any fear of retaliation. Retaliation against an accused or any person involved or cooperating in an investigation of sexual harassment is a separate violation of this policy. If an employee believes he or she has been subjected to any act of retaliation resulting from any complaint or investigation of sexual harassment, he or she has the right to file a complaint hereunder alleging retaliation as a separate action under this policy.

(j) Misuse of Policy. Any false claims of sexual harassment or allegations made in bad faith will result in disciplinary action taken against the accuser.

(k) Other Procedures and Remedies. The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving sexual harassment and shall be exhausted prior to pursuing other available remedies.

12.060 Drug and Alcohol Policy.

(a) Purpose. It is the purpose of this policy to provide guidelines for the implementation and management of a drug and alcohol testing program for the City. This policy is intended to provide a safer and more efficient work force by avoiding the negative circumstances created by employee drug and alcohol abuse. The provisions of this policy are intended and shall be interpreted to be in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act.

(b) Applicability. This Drug and Alcohol Policy shall apply to all City employees, including those City employees who are required to comply with the DOT Drug and Alcohol Testing Policy, to the extent permitted therein.

(c) Policy. Alcohol or drug use can impair an employee's ability to safely and effectively perform the functions of the particular job, increase accidents, absenteeism, and sub-standard performance, create poor employee morale, and/or undermine public confidence in the City's work

force. It is the policy of the City to employ a work force and create a work place free from the adverse effects of alcohol and drug use.

(d) Regulations. No employee of the City may possess, sell or be under the influence of any drugs or alcohol during working hours, when conducting City business or while on City premises, as shown by the presence of such substances or their metabolites in the employee's system.

(e) Definitions. As used in this policy, the following words shall have the following meaning:

(1) "Alcohol" means ethyl alcohol or ethanol.

(2) "Drugs" means any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other recognized drug compendia, or supplement to such compendia, and its metabolite.

(3) "Employee" means any person defined by the City as a full-time, regular part-time Employee or any person employed by the City in a "safety sensitive position."

(4) "Employer" means Farmington City (hereinafter referred to as "the City").

(5) "Prospective employee" means any person who has made application for a full-time, part-time or safety sensitive position of employment with the City and who has been selected as a final applicant for such position by the City.

(6) "Refusal to submit" means that the employee (1) fails to provide adequate breath for alcohol testing as required herein without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fails to provide an adequate urine sample for controlled substances testing as required herein without a genuine inability to provide a specimen after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

(7) "Sample" means urine, blood, breath, saliva or hair.

(8) "Safety sensitive position" means any position involving duties which directly affect the safety of governmental employees or the general public, or positions where there is access to controlled substances during the course of performing job duties, including, but not limited to, City firefighters, crossing guards, lifeguards, and reserve police officers.

(9) "Utah Local Governmental Entity Drug-Free Workplace Act" means the Drug-Free Workplace Act set forth at *Utah Code Ann.* § 34-41-101, *et seq.*, as amended.

(f) Testing Required. In accordance with the provisions of this policy, all prospective and current employees shall be subject to drug and alcohol testing as a condition of hiring and/or continued employment with the City. Failure to comply with this policy may result in the City refusing to hire a prospective employee or disciplinary action being taken against current employees, up to and including termination.

(g) Basis for Testing. Prospective and current employees shall be subject to testing for the presence of drugs and/or their metabolites and alcohol by the City in accordance with the provisions of this policy as a condition of hiring and continued employment for any of the following reasons.

(1) Pre-Employment. Final applicants selected for any full-time, part-time or safety sensitive position with the City shall be subject to drug testing as a condition of employment.

(2) Pre-Announced Periodic. Employees may be subject to preselected and pre-announced drug and alcohol testing as a condition of continued employment conducted on a regular schedule.

(3) Post-Accidents. Employees involved in any work-related accident involving the loss of life or substantial harm to any person or property shall be subject to drug and alcohol testing.

(4) Reasonable Suspicion. Employees acting in a manner which raises reasonable suspicion that the employee has improperly used or reported to work under the influence of drugs or alcohol shall be subject to drug and alcohol testing. "Reasonable suspicion" shall be determined by the supervising agent and shall mean an articulated belief based upon recorded facts and reasonable inferences drawn from those facts that the employee is in violation of this policy.

(5) Random. Employees in safety sensitive positions shall be subject to unannounced drug and alcohol testing. Employees shall be selected for random testing by using a method uninfluenced by any personal characteristics other than job category.

(6) Rehabilitation. Employees in any rehabilitation program shall be subject to drug and alcohol testing in accordance with the program requirements. Rehabilitation testing means unannounced but preselected drug or alcohol testing done as part of a program of counseling, education, and treatment of an employee in conjunction with this policy.

(7) Compliance. Employees shall be subject to drug and alcohol testing when required by State or Federal law. See DOT Drug and Alcohol Testing Policy regarding additional drug and alcohol testing requirements for employees subject to commercial drivers license requirements under the Omnibus Transportation Employees Testing Act and the Department of Transportation Regulations enacted thereunder.

(h) Testing Procedures.

(1) Consent. Prior to submitting to a drug and alcohol test required herein, prospective and current employees shall sign a Consent Form authorizing the test, permitting the release of test results to the appropriate personnel, and providing the prospective or current employee the opportunity to explain or provide information the employee considers relevant to the test, including identification of current or recent use of prescription and non-prescription drugs, or other relevant medical information.

(2) Collection. All sample

collection for drugs and alcohol testing under this policy shall be performed under reasonable and sanitary conditions. Sample collection, documentation, storage and transportation to the place of testing shall be performed in a manner that reasonably precludes the probability of sample misidentification, contamination or adulteration and which ensures the privacy of the individual being tested. The instructions, chain of custody forms, and collection kits, including bottles and seals used for sample collection shall be prepared by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology. Sample collection shall be conducted in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act by an entity independent of the City.

(3) Samples. Employees shall submit a split urine sample for drug testing or retesting as required herein. The urine sample shall be divided into two specimen bottles by the collection entity in accordance with the Utah Governmental Entity Drug-Free Workplace Act. Employees shall submit to a breath alcohol test for alcohol testing required herein.

(4) Testing. Sample drug testing shall conform to scientifically accepted analytical methods and procedures and shall be conducted in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology.

(5) Time. Any drug or alcohol testing required by the City under this policy shall occur during or immediately after the regular work period for current employees and shall be deemed work time for purposes of compensation and benefits for current employees.

(6) Costs. Except as otherwise provided, the City shall pay all costs of sample collection and testing required herein, including the cost of transporting current employees to the testing site if the testing is conducted at a place other than the work site.

(i) Results.

(1) Positive Results. Positive test results shall refer to those test results that meet or exceed the standard permissible levels of substance in the body as set forth in the Federal DOT Rules and Regulations if addressed therein, or by standards adopted by the State of Utah if not addressed by the Federal DOT Rules and Regulations. Specifically, an employee's alcohol concentration shall not exceed the limits set forth in Subsection (e) of the City's DOT Drug and Alcohol Testing Policy.

(2) Notice. Prospective and current employees shall be notified as soon as possible of any positive test results conducted in accordance with this policy by telephone or in writing at their last-known telephone number and address and told of his or her option to have the split urine sample tested as provided in Subsection (4).

(3) Confirmation. Before the result of any test required herein may be used as a basis for action by the City, the positive test result shall be verified or confirmed using a gas chromatography-mass spectroscopy, or other comparably reliable analytical method.

(4) Second Test Option. If the test results of the urine sample indicate the presence of drugs or their metabolites, the donor of the test shall have seventy-two (72) hours from the time he or she is notified of such results to request, at his or her option, to have the split urine sample testing performed. The cost of the second test shall be equally divided between the donor and the City, unless the second sample tests negative, in which case the City shall pay for the entire cost of the second test. In addition to the initial test results, the test results of the split urine sample shall be considered at any subsequent disciplinary hearing if the requirements of this policy have been complied with in the collection, handling and testing of the samples.

(j) Action.

(1) Discipline or Refusal to Hire. The City may use confirmed positive test results, or any refusal of a prospective or current employee to take the test, as a basis for disciplinary action up to and including termination of current employees and refusal to hire prospective employees.

(2) Rehabilitation. The City may also require that any employee rendering positive test results enroll in a City-approved rehabilitation, treatment or counseling program, which may include additional drug or alcohol testing, at the expense of the employee and as a condition of continued employment.

(3) Procedure. Any disciplinary action taken by the City for violation of this policy shall be in accordance with the City disciplinary procedures. Such procedures shall include any required pre-disciplinary hearing and appeal proceedings.

(k) Policy Distribution. This policy shall be distributed to employees and made available for review by prospective employees.

(l) Records. The use and disposition of all drug and alcohol testing results and records shall be considered confidential and are subject to the limitations of the Utah Government Records Access and Management Act and the Americans with Disabilities Act.

(m) Prescribed Drug Use. Employees taking prescribed medications may not report to duty until and unless the employee has informed his or her licensed physician of the employee's occupation and job duties and the physician is of the opinion that the employee can safely work and perform the duties of the employee's position while taking or being under the influence of such prescribed medication. If the licensed physician is of the opinion that the employee cannot safely work or perform his or her job duties while taking the prescribed drug, a written statement shall be obtained from the physician regarding the same and the employee shall notify and provide a copy of the physician's statement to the employee's supervisor or the City Manager prior to performing any work for the City.

(n) Disclaimers.

(1) Physician/Patient Relationship. A physician/patient relationship is not created between a prospective or current employee and the City or any person performing the

test, solely by this policy and the procedures set forth herein.

(2) Disabled. A prospective or current employee shall not be considered "disabled" for purposes of the Utah Anti-Discriminatory Act or the Americans with Disabilities Act solely by reason of testing positive under the terms of this policy.

12.070 DOT Drug and Alcohol Policy.

(a) Purpose. It is the purpose of this policy to provide guidelines for the implementation and management of a drug and alcohol testing program for City employees who are subject to the Commercial Drivers License drug and alcohol testing requirements under the Federal Omnibus Transportation Employee Testing Act of 1991 and the Department of Transportation Regulations promulgated thereunder. The provisions of this policy are intended and shall be interpreted in accordance with the Omnibus Transportation Act and the Department of Transportation Regulations as defined herein.

(b) Applicability. This policy applies to all City employees who operate a commercial motor vehicle in interstate or intrastate commerce and who are subject to the Commercial Drivers License requirements of the Department of Transportation, hereinafter "CDL employees."

All other employees shall comply with the Drug and Alcohol Policy set forth here before, rather than the provisions set forth herein. All City CDL employees shall be subject to the testing requirements of this policy and the City Drug and Alcohol Policy subject to the following limitation. When the provisions of this policy are applicable to a certain situation, this policy shall be complied with and no other testing requirements may be imposed. However, when provisions of this policy do not apply to a situation which is otherwise covered by the City's Drug and Alcohol Policy, CDL employees shall be subject to testing under the City's Drug and Alcohol Policy. For instance, if a CDL employee is involved in an accident involving loss of life requiring testing under this policy, the employee would be subject to testing under this policy and not subject to testing under the other policy. However, if the employee is involved in an accident not requiring testing under this policy but requiring testing under the other policy, the CDL employee would be subject to testing under the other policy. In any case, if there is any conflict between this policy and any other policy or regulation of the City, the requirements of this policy shall control and no other testing requirements shall be imposed which would conflict or hinder compliance with this policy.

(c) Policy. Alcohol and controlled substance abuse in the workplace is a threat to the safety, health and job performance of employees and it is the policy of the City to employ a work force and create a work place free from such adverse effects of alcohol and controlled substance abuse. It is further the policy of the City to balance the employee's privacy interest with the City's need to comply with the DOT Regulations and testing requirements for employees subject to the Commercial Driver's License requirements.

(d) Definitions.

(1) "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

(2) "Consortium" means an entity that provides alcohol or controlled substances testing as required by the Department of Transportation rules and regulations and that acts on behalf of the City for conducting such tests.

(3) "Controlled substances" shall include marijuana, cocaine, opiates, amphetamines, phencyclidine, their metabolites, and any other controlled substance or its metabolite designated for required testing by the DOT Regulations. Specimens collected under this policy may only be used to test for controlled substances and their metabolites as defined herein and shall not be used to conduct any other analysis or test unless otherwise specifically authorized by DOT Regulations.

(4) "DOT Regulations" means the rules and regulations promulgated by the U.S. Department of Transportation for alcohol and controlled substance testing requirements for employees subject to the Commercial Driver's License requirements pursuant to the Omnibus Transportation Act of 1991, including, but not limited to §§ 49 C.F.R. 40 and 49 C.F.R. 382, as amended.

(5) "Employee" means any person in the service of the City who is required as part of his or her job duties to operate a commercial motor vehicle in interstate or intrastate commerce and is subject to the Commercial Driver's License requirements of § 49 C.F.R. 383, as amended.

(6) "FHWA" means the Federal Highway Association.

(7) "Refusal to submit" means that the employee: (1) fails to provide adequate breath for alcohol testing as required by the DOT Regulations without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fails to provide an adequate urine sample for controlled substances testing as required by the DOT Regulations without a genuine inability to provide a specimen after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

(8) "Safety-sensitive functions" means any duties requiring a Commercial Driver's License or other duties deemed safety-sensitive under the DOT Regulations. An employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

(9) "Substance abuse professional" means a licensed physician or licensed or certified psychologist, social worker, employee assistance professional or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders as defined in the DOT Regulations.

(e) Prohibitions.

(1) Alcohol Concentration. No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

(2) Alcohol Possession. No employee shall be on duty or operate a commercial motor vehicle while the employee possesses alcohol.

(3) On-Duty Alcohol Use. No employee shall use alcohol while performing safety-sensitive functions.

(4) Pre-Duty Alcohol Use. No employee shall perform safety-sensitive functions within four (4) hours after using alcohol.

(5) Post-Accident Use. No employee may use alcohol for eight (8) hours following an accident in which the employee is required to take a post-accident test, or until he or she undergoes the post-accident test.

(6) Controlled Substance Use. No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substances, as shown by the presence of drugs or their metabolites in the employee's system, except when the use is pursuant to the instructions of a physician as set forth in subsection (v) hereof.

(7) Controlled Substance Testing. No employee shall report for duty, remain on duty or perform a safety-sensitive function if the driver tests positive for controlled substances or their metabolites in the employee's system.

(8) Refusal to Submit. No employee may refuse to undergo a required alcohol or controlled substance test.

(f) Testing Required. All employees subject to this policy are required to abide by this policy and the testing requirements set forth herein as a condition of employment. Employees shall be subject to pre-employment, random testing, reasonable suspicion testing, post-accident testing, return-to-duty testing, and follow-up testing as set forth herein. Prior to submitting to testing required herein, employees shall sign a Consent Form authorizing the test and permitting release of the test results to appropriate personnel.

(g) Pre-Employment Drug Testing. Prior to the first time an employee performs a safety-sensitive function for the City, the employee shall undergo testing for controlled substances. The City shall not allow an employee to perform a safety-sensitive function unless the employee has been administered and the City has received a controlled substance test result from a Medical Review Officer indicating a verified negative test result. A controlled substance test may not be required if the employee has participated in a drug testing program that meets the DOT Regulations within the previous thirty (30) days and all other exception requirements as set forth in the DOT Regulations are satisfied.

(h) Random Testing.

(1) Required Alcohol Testing. Except as otherwise provided by the DOT Regulations, at least twenty-five percent (25%) of the number of City CDL employees shall be randomly tested for alcohol each year in accordance with the DOT Regulations.

(2) Required Controlled Substance Testing. Except as otherwise provided by the DOT Regulations, at least fifty percent (50%) of the number of City CDL employees shall be randomly tested for controlled substances each year in accordance with the UDOT Regulations.

(3) Selection Technique. The selection of employees for random alcohol and controlled substance testing shall be made by a

scientifically valid method, such as a random number table or computer-based random number generator that is matched with the employee's Social Security number or other comparable identifying numbers. Under the selection procedure, each employee shall have an equal chance of being tested each time selections are made.

(4) Unannounced Tests. Random alcohol and controlled substances tests conducted hereunder shall be unannounced and the dates for administering the tests should be spread reasonably throughout the calendar year. An employee notified of selection for random alcohol or controlled substances testing shall proceed to the test site immediately.

(5) Time for Alcohol Testing. Employees shall be randomly tested for alcohol only while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

(6) Consortium. The City shall contract with a consortium to administer and manage its random drug and alcohol testing requirements.

(i) Reasonable Suspicion Testing.

(1) Testing Required. Employees shall submit to an alcohol and/or controlled substances test when a trained and approved supervisor has reasonable suspicion to believe that the employee has violated the prohibitions of this policy.

(2) Reasonable Suspicion. The supervisor's determination that reasonable suspicion exists to require the employee to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Reasonable suspicion observations for use of controlled substances in violation of this policy may include indications of the chronic and withdrawal effects of controlled substances.

(3) Suspicion Form. The supervisor shall complete a signed and written record of his or her observations leading to a controlled substance or alcohol test under reasonable suspicion using a "Reasonable Suspicion Form" prepared by the City within twenty-four (24) hours of the determination or before the results of the test are announced, whichever is earlier.

(4) Alcohol Testing Requirements. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the employee. Alcohol testing under reasonable suspicion must be made during, just preceding, or just after the period of the work day that the employee is required to be in compliance with this policy.

(5) Time Limit for Alcohol Test. If a test required by this Section is not administered within two (2) hours following the determination of reasonable suspicion, the City shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this Section is not

administered within eight (8) hours following the determination, the City shall cease attempts to administer an alcohol test and shall prepare and maintain a record regarding the same.

(6) Records. Records required to be maintained under this Subsection shall be submitted to the FHWA in accordance with the DOT Regulations.

(7) Performance. Notwithstanding the absence of a reasonable suspicion alcohol test under this Subsection, no employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the employee is under the influence of or impaired by alcohol as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall the City permit the employee to perform or continue to perform such functions until an alcohol test is administered and the employee's alcohol concentration measures less than 0.02; or twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

(8) Action. The City shall not take any action under this Subsection against an employee based solely on the employee's behavior and appearance, with respect to alcohol use, until an alcohol test has been conducted and confirmed in accordance with this policy.

(j) Post-Accident Testing.

(1) Testing. As soon as practicable following an accident involving a commercial motor vehicle, the City shall test for alcohol and controlled substances of each surviving driver who:

(i) was performing a safety-sensitive function with respect to the vehicle and the accident involved loss of human life; or

(ii) receives a citation under State or local law for a moving traffic violation arising from the accident.

(2) Available for Testing. An employee subject to post-accident testing shall remain readily available for such testing or may be deemed by the City to have refused to submit to the testing. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

(3) Time Limit for Alcohol Test. If a test required by this Section is not administered within two (2) hours following the accident, the City or its agent shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this Section is not administered within eight (8) hours following the accident, the City shall cease attempts to administer an alcohol test and shall prepare and maintain a record regarding the same.

(4) Time Limit for Controlled Substance Test. If a test required by this Section is not administered within thirty-two (32) hours following the accident, the employer shall cease attempts to administer a controlled substances

test, and prepare and maintain on file a record stating the reasons the test was not promptly administered as set forth in Subsection (3).

(5) Records. Records required to be maintained under this Subsection shall be submitted to the FHWA in accordance with the DOT Regulations.

(k) Return to Duty Testing.

(1) Alcohol Testing Required. Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by Subsection (e) of this policy concerning alcohol, the employee shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(2) Controlled Substance Testing. Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by Subsection (e) of this policy concerning controlled substances, the employee shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

(l) Follow-up Testing.

(1) Following a determination that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or controlled substances in accordance with Sections (p) through (r), the employee shall be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional consisting of at least six (6) tests in the first twelve (12) months following the employee's return to duty and in accordance with the DOT Regulations.

(2) Time for Testing. Follow-up testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

(m) Testing Procedures. All testing conducted under this policy shall comply with the alcohol or controlled substance testing procedures set forth in the DOT Regulation, including, but not limited to, 49 C.F.R. 40, as amended. All procedures used for testing shall be conducted in a manner which protects the employee and the integrity of the testing processes, safeguards the validity of the test results, and ensures that the results are attributed to the correct employee.

(n) Confirmation Tests. Alcohol tests with a result of 0.02 or greater shall be confirmed by a second test that provides quantitative data of the alcohol concentration. Controlled substances tests with a positive result shall be confirmed by a second analytical procedure to identify the presences of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from the screen test in order to ensure reliability and accuracy.

(o) Results. No employee shall be permitted to perform safety-sensitive functions, including driving a commercial motor vehicle, if the employee has engaged in conduct prohibited by this policy until the procedures set forth herein are complied with. Any employee found to have violated the

prohibitions set forth in Subsection (e) shall be removed immediately from safety-sensitive functions and shall be required to undergo evaluation and treatment set forth in Subsections (p) through (r). Any employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04, shall not be permitted to perform safety-sensitive functions, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test. Such leave shall be unpaid. No other action shall be taken against the employee for test results showing an alcohol concentration of less than 0.04, unless otherwise authorized by law or City policy.

(p) Referral. Each employee who has engaged in prohibited conduct under Subsection (e) of this policy shall be advised by the City of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

(q) Evaluation. Each driver who engages in conduct prohibited by Subsection (e) of this policy shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use.

(r) Treatment. Each employee identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use shall be evaluated by a substance abuse professional to determine that the employee has properly followed any rehabilitation program and shall be subject to unannounced follow-up alcohol and controlled substance tests in accordance with this policy. Evaluation and follow-up testing required herein shall be at the expense of the employee.

(s) Action. The City may use confirmed positive test results, or any refusal of a prospective or current employee to take the test, as a basis for disciplinary action up to and including termination of current employees and refusal to hire prospective employees. Any disciplinary action taken by the City for violation of this policy shall be in accordance with the City disciplinary procedures. Such procedures shall include any required pre-disciplinary hearing and proper appeal proceedings.

(t) Policy Distribution. Educational materials, including this policy, shall be provided and distributed to all City employees subject to the requirements set forth herein. Each employee shall be responsible for reading this policy and shall file an Employee Acknowledgment Form with the City certifying that he or she has received a copy of this policy. Any employee questions regarding this policy or the DOT Regulations may be addressed to the City Manager.

(u) Records and Confidentiality. The City shall maintain records of its alcohol misuse and controlled substances use program in accordance with the DOT Regulations and for the time periods required therein. The records shall be considered confidential and shall be maintained in a secure location, separate from other personnel records, with controlled access. Confidential records will be shared on a need to know basis only, provided that the employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substance, including any records pertaining to his or her alcohol or controlled substances tests.

(v) Prescribed Drug Use. Employees taking prescribed medications may not report to duty until and unless the employee has informed his or her licensed physician of the employee's occupation and

job duties and the physician is of the opinion that the employee can safely work and perform the duties of the employee's position while taking or being under the influence of such prescribed medication. If the licensed physician is of the opinion that the employee cannot safely work or perform the employee's job duties while taking the prescribed drug, a written statement shall be obtained from the physician regarding the same and the employee shall notify and provide a copy of the physician's statement to the employee's supervisor or the City Manager prior to performing any work for the City.

(w) Background Checks. The City shall follow the requirements for background checks for employees with past substance abuse violations in accordance with the DOT Regulations. Prospective employees shall complete and sign a Release Form to allow the City to review previous test results in accordance with the DOT Regulations. The City shall not use an employee to perform safety-sensitive functions if the City obtains information on the employee's alcohol test with a concentration of 0.04 or greater, verified positive controlled substances test result, or refusal to be tested, by the employee, without obtaining information on a subsequent substance abuse professional evaluation and/or determination and compliance with the DOT Regulations for return to duty testing.

12.030 - Nepotism, Amended 2/6/07 Ord. 2007-11

CHAPTER 13
DISCIPLINARY PROCEDURES

13.010 General Conduct.
13.020 Responsibility for Discipline.
13.030 Disciplinary Action.
13.040 Investigation.
13.050 Administrative Leave.
~~13.010 Disciplinary Action.~~
13.06~~2~~0 Verbal Warning.
13.07~~3~~0 Written Reprimand.
13.08~~4~~0 Suspension.
13.0950 Demotion.
~~13.060 Transfer.~~
13.100~~070~~ Dismissal of Appointed Positions.
13.110~~080~~ Dismissal.
13.120~~090~~ Preliminary Hearing.
13.130~~100~~ Appeal.

13.010. General Conduct.

It is the responsibility of all employees of the City to conduct themselves in accordance with the City's policies, rules and regulations and to perform their work in a satisfactory manner. Employees are expected to conduct themselves in a professional and competent manner and to be courteous and cooperative at all times with fellow employees, supervisors and the public. Any action or conduct not in accordance with such policies or in violation of any City rule or regulation shall be subject to disciplinary action up to and including termination.

13.020. Responsibility for Discipline.

The basic responsibility for discipline lies with the employee's supervisor under the direction of the City Manager, provided that any disciplinary action involving probation, suspension, demotion or dismissal shall require prior review and approval of the City Manager in accordance with the procedures set forth herein.

13.030. Disciplinary Action.

When there are grounds for discipline, an employee shall be subject to appropriate disciplinary action, based upon the particular facts and circumstances of each case. Disciplinary action may include one or more of the following: verbal warning, written reprimand, probation, suspension with or without pay, demotion and dismissal.

13.040. Investigation.

Prior to any disciplinary action or recommendation of any disciplinary action, the supervisor shall investigate the alleged conduct and related circumstances. When deemed appropriate, any investigation may be conducted by an outside investigator hired by the City. The investigation shall be conducted to the extent deemed necessary and appropriate under the circumstances. The investigation should provide the employee with an opportunity to respond verbally and/or in writing to the alleged claims.

13.050. Administrative Leave.

In the event of an emergency, or when otherwise deemed appropriate and necessary pending full investigation of alleged conduct and violations of an employee, a supervisor or the City Manager may temporarily relieve any subordinate from duty, with pay, or temporarily reassign the employee to another position at the same rate of pay. Such temporary relief from duty with pay shall be considered administrative leave and shall not preclude subsequent disciplinary action against the employee. Any employee on paid administrative leave shall be available during regular working hours to report to work for the City or to otherwise respond to City questions or contact. An employee on paid administrative leave shall not come to City offices, unless otherwise specifically requested to do so by the City.

~~13.010 Disciplinary Action.~~

~~It is the responsibility of all employees to observe regulations necessary for the proper operation of City government functions and to perform their work in a satisfactorymanner. The following administrative procedures are established for the handling of disciplinary measures. Disciplinary action may include any one or more of the following: verbal warning, written reprimand, suspension, demotion, transfer and dismissal. All such disciplinary measures shall follow finding of fact, the presentation of charges to the employee, and an opportunity for the employee to be heard.~~

13.06~~2~~0 Verbal Warning.

After investigation of the alleged misconduct in accordance with Section 13.040, w~~W~~henever grounds for disciplinary action exist, and the supervisor determines that more severe action is not required, the supervisor may verbally communicate to the employee the observed deficiency. Written documentation of the warning is to be recorded in the employee's personnel file. Failure to respond to the verbal warning may result in more formal disciplinary action being taken.

13.07~~3~~0 Written Reprimand.

After investigation of the alleged misconduct in accordance with Section 13.040, w~~W~~henever grounds exist for disciplinary action, a department head may reprimand an employee in writing. Such reprimand is to be addressed to the employee and a signed copy is to be delivered to the City Manager for inclusion in the employee's personnel file. ~~If an employee receives three (3) written reprimands or verbal warning notices (for the same or different offenses) within a two-year period, the employee may be dismissed at the time of issuance of the third notice.~~ Employee actions which may result in verbal warnings and/or reprimands include, but are not limited to, the following grounds.

(a) Excessive absenteeism and/or tardiness.

(b) Horseplay and related kinds of activities which create safety hazards. (c) Violating a safety rule or practice.

(d) Smoking in posted or unauthorized areas.

(e) Failure to report to work without notifying the department head or management, unless it is impossible to give such notice.

(f) Inattentiveness to work, failing to start work at the designated time, quitting work early, or leaving employer's work premises without authorization from the department head or management.

(g) Vending, soliciting, or collecting contributions on the employer's time or premises without proper authorization.

(h) Failure to obtain pre-approval of overtime hours worked.

(i) Conducting personal or family business on City time either in person or by use of City electronic equipment.

13.08~~4~~0 Suspension.

After investigation of the alleged misconduct in accordance with Section 13.040, whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be suspended, with or without pay, for a period of time not to exceed ten (10) calendar days. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. Upon receipt of a supervisor's recommendation for suspension, the City Manager shall follow the due process procedures set forth in Section 13.120 regarding pre-disciplinary action hearings and determine the appropriate disciplinary action to be taken, if any. Any employee suspended with or without pay shall be responsible for making full employee contributions to his or her employee medical insurance benefits must be available to work during all regular business hours if the suspension is with pay. Any employee who is suspended without pay for more than two (2) days may appeal such suspension to the Employee Appeal Board in accordance with and subject to the appeal procedures set forth in Section 13.130.

~~Whenever grounds for disciplinary action exist, a department head, with the concurrence of the City Manager, may suspend without pay an employee for up to, but not exceeding fifteen (15) calendar days as a disciplinary measure. On or before the effective date, the employee and City Manager are to be furnished with a written statement setting forth reasons for the suspension and the length thereof.~~

13.09~~5~~0 Demotion.

Whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be demoted. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. Upon receipt of a supervisor's recommendation for demotion, the City Manager shall follow the due process procedures set forth in Section 13.120 regarding pre-disciplinary action hearings and determine the appropriate disciplinary action to be taken, if any. Any employee who is demoted may appeal such demotion to the Employee Appeal Board in accordance with and subject to the appeal procedures set forth in Section 13.130.

~~A department head may, with the concurrence of the City Manager, demote or reduce the salary of any subordinate employee.~~

~~**13.060 Transfer.**~~

~~A department head may, with the concurrence of the City Manager, transfer an employee from one position to another and may make appropriate salary adjustments incident to such transfer.~~

13.100~~070~~ Dismissal of Appointed Positions.

As allowed under Utah statute Title 10-3-1105, the City Manager, City Recorder, City Treasurer, Chief of Police, Fire Chief, City Attorney, and department heads shall serve at the pleasure of the governing body of the City and may be dismissed by a majority vote of the governing body at any time with or without

cause and without the right to appeal; provided, at least five (5) members of the governing body, including the Mayor, are present at the time the ballot is taken; and provided, notwithstanding the foregoing, the above-named officers shall not be removed from office other than for cause during or within the period of ninety (90) days next succeeding the date any member of the governing body takes office following any general municipal election held in the City at which a member of the City Council is elected. The purpose of this provision is to allow any newly elected member of the City Council or a reorganized City Council after taking office to directly observe the actions and ability of the above-named officers in the performance of their office and duties. After the expiration of said ninety (90) day period, the provisions of this paragraph regarding removal by the governing body shall apply and be effective.

13.110~~080~~ Dismissal.

Except as provided in Section 13.100, whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be dismissed. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. Upon receipt of a supervisor's recommendation for dismissal, the City Manager shall follow the due process procedures set forth in Section 13.120 regarding pre-disciplinary action hearings and determine the appropriate disciplinary action to be taken, if any. Any employee who is dismissed may appeal such dismissal to the Employee Appeal Board in accordance with the appeal procedures set forth in Section 13.130.

~~Except as set forth in Section 13.070 above, any employee of the City may be dismissed from employment by the City Manager in accordance with the procedures set forth herein. The City Manager may authorize the head of a department or office to remove subordinates in such office or department in accordance with the ordinances and procedures adopted by the City. An employee may be dismissed from employment for violation of City policies and rules or for unsatisfactory performance. The department head must have the authorization of the City Manager to take action. Any regular City employee may be dismissed at any time for cause.~~ The following list, which is not all inclusive, may constitute grounds for immediate dismissal:

(a) Refusal to comply with a lawful instruction unless such instruction isinjurious to the employee's or the general public's health or safety.

(b) Insubordination.

(c) Conviction of a misdemeanor or felony while an employee of the City.

(d) Indulging in offensive conduct or using offensive language toward the public or toward the City officers or employees.

(e) Deliberate or careless conduct endangering the safety of the employee or other employees or any citizens.

(f) Inducing or attempting to induce any employee of the City to commit an unlawful act in violation of City regulations, official policy, or department orders.

(g) Using, threatening or attempting to use personal or political influence in an effort to secure considerations as a City employee.

(h) Incompetence or inefficiency in the performance of job duties resulting in two (2) consecutive unsatisfactory ratings on

performance evaluations.

(i) Carelessness, abuse of, or negligence with City moneys, property, or equipment.

(j) Theft or intentional destruction of City property.

(k) Unauthorized use of City vehicles or equipment.

(l) Intentional falsification of personnel records, time reports, or other City records.

(m) Being under the influence of intoxicants or drugs while on duty.

(n) Sleeping on duty except as provided for in official City regulations.

(o) Conflict of interest.

(p) Failure to maintain any necessary licenses to perform duties required for assigned job position.

(q) Conduct by employee which renders employee uninsurable or increases City's insurance costs, or restricts employee's ability to perform assigned duties under any insurance requirements.

(r) Testing positive for a controlled substance or alcohol as defined and prohibited by personnel policy.

(s) Violation of the City's sexual harassment policy.

(t) Fighting or attempting to provoke a fight while on City time or on City premises.

(u) Unwillingness and inability to work harmoniously with supervisors, the public, and/or other employees.

13.120~~090~~ Pre-Disciplinary Action ~~Preliminary~~ Hearing.

Upon receipt of a supervisor's recommendation of disciplinary action involving suspension, demotion or dismissal, the City Manager shall review and investigate the matter as deemed appropriate and shall hold a pre-disciplinary action hearing. The purpose of the pre-disciplinary action hearing is to provide the employee with notice and an opportunity to respond to the alleged violations and proposed disciplinary action. The City Manager shall provide the employee with written notice of the date and time of the pre-disciplinary action hearing and shall provide the employee with a copy of the supervisor's letter recommending the proposed disciplinary action and stating the grounds therefore. The employee shall receive timely notice of the pre-disciplinary action hearing, overview of allegations, and the proposed disciplinary action.

~~In a case where involuntary termination, demotion, suspension or transfer could result, reasonable notice and an opportunity to be heard is to be given to the affected employee before the termination or disciplinary action is made final.~~

~~(a) Procedure.~~

~~(1) The supervisor or department head is to recommend in writing to the hearing officer the termination or disciplinary action of the affected employee. The hearing officer is the City Manager except when the City Manager is making the recommendation. In such event, the personnel committee, comprised of two (2) City Councilmembers, becomes the hearing officer.~~

~~(2) The hearing officer schedules a confidential hearing and gives notice to the affected employee~~

~~of:~~

~~(i) Possibility of imminent dismissal or disciplinary action.~~

~~(ii) Grounds for possible dismissal or disciplinary action.~~

~~(iii) Date, time and place of confidential hearing.~~

~~(3) At the confidential hearing both the person recommending dismissal or disciplinary action and the affected employee may speak.~~

~~(4) At the conclusion of the hearing, the hearing officer decides:~~

~~(i) Whether the employee is dismissed or disciplined.~~

~~(ii) What, if any, disclosure of dismissal or discipline and its grounds may be made by the City.~~

13.130~~100~~ Appeal.

Except as otherwise provided herein, all appointed officers and employees of the City shall hold their employment without limitation of time, being subject to suspension without pay for more than two (2) days, demotion, or dismissal only as provided in *Utah Code Ann.* § 10-3-1106, as amended. The following officers and employees are not covered by the provisions of this Section: the City Manager, department heads, superintendents, introductory employees, part-time employees, seasonal or limited employees, and any other officer or employee exempted under Section 10-3-1105, as amended. All other officers or employees ("covered employees") who are suspended without pay for more than two (2) days, demoted, or dismissed, shall have the right to appeal the suspension, demotion or dismissal to the City Appeals Board in accordance with the provisions of *Utah Code Ann.* § 10-3-1106, as amended.

~~Any employee subject to transfer, disciplinary action or dismissal under the provision of the above policies may appeal through formal grievance procedures described in Utah Code Ann. § 10-3-1106.~~

CHAPTER 14
EMPLOYEE GRIEVANCE AND APPEAL PROCEDURE

14.010 General Statement.
14.020 Grievance Procedure Steps.

14.010 General Statement.

It is the policy of the City, insofar as possible, to prevent the occurrence of grievances and to deal with those which occur in a prompt, forthright, and professional manner. Every effort shall be made to address grievances within the framework of existing laws and regulations, in a manner mutually satisfactory to employees and management. A grievance may exist when an employee is dissatisfied with some condition or aspect of employment and desires remedial action and is desirous of filing an appeal for relief of the condition. The employee having the grievance shall have responsibility to carry on the grievance process as far as necessary to reach a satisfactory solution. ~~The City Manager should assure that all personnel respond affirmatively to this policy and procedure and expedite the resolution or processing of any grievance which may be received.~~ The following are not appealable under these policies and procedures: (1) job classifications, (2) wage rate assignments, (3) job description content, and (4) work assignments (unless to a reasonable person they would violate safety regulations or cross other State or Federal standards).

14.020 Grievance Procedure Steps.

(a) STEP 1: An employee with a grievance or request shall first go to his/her immediate supervisor with a written statement describing the conditions or circumstances and the remedy desired. If a remedy cannot be agreed to within seven (7) days, or if there is no action taken by the supervisor within seven (7) days, the employee shall provide the department head with a copy of the grievance for further processing. If the department head is the immediate supervisor, skip to step three.

(b) STEP 2: Whenever a grievance is directed to the attention of the department head, the department head should, ~~shall,~~ within a reasonable time, discuss all relevant circumstances with the employee and the immediate supervisor and resolve the grievance to the extent the department head deems advisable and possesses authority. This decision of the department head should be provided to the employee in writing within a reasonable time frame.

(c) STEP 3: If the employee is unsatisfied with the decision of the department head, the employee shall deliver the written decision of the department head, along with a written statement from the employee, to the City Manager. The City Manager should investigate the matter within a reasonable time. The City Manager should render a written decision to the employee within a reasonable time frame.

(d) STEP 4: If the employee is unsatisfied with the decision of the City Manager, the employee shall deliver the written decision of the City Manager, along with a written statement from the employee, to the City Council. The City Council should ~~shall~~ review the matter within a reasonable time and ~~The City Council~~ shall render a written decision to the employee ~~within a reasonable time frame~~. The City Council may alternatively enlist the services of a third party hearing officer or an alternative dispute resolution (ADR) approach.

CHAPTER 15
OCCUPATIONAL SAFETY AND HEALTH

15.010 Occupational Safety and Health Act.
15.020 Safe Environment.
15.030 Worker's Compensation.
15.040 Reserved. ~~Inspection.~~
15.050 Accident Records.
15.060 Reserved. ~~Emergency Numbers.~~
15.070 Reserved. ~~Work Areas.~~
15.080 Reserved. ~~Injury Reports.~~
15.090 Interference.
15.100 Non-Smoking Policy.

15.010 Occupational Safety and Health Act.

It is the intent of the City to comply with all applicable rules and regulations pertaining to the Occupational Safety and Health Act as established under Federal Law and Utah State Law. ~~No job is so important and no service so urgent that time cannot be taken to perform work safely.~~ Equipment, materials and operations must be understood before they are utilized. Unsafe conditions and circumstances involving accidents or the potential for accidents shall be reported immediately to the supervisor and City Manager. Additional information relative to the Occupational Safety and Health Act can be obtained from the Utah State Industrial Commission.

15.020 Safe Environment.

~~It is the policy of the City to furnish each of its employees a work environment free from recognized hazards that are causing or are likely to cause death or physical harm to such employees.~~ Each employee is required to comply with the occupational safety and health standards, orders, rules, and regulations promulgated under the Occupational Safety and Health Act. ~~Compliance with this Act shall be accomplished through the establishment of an occupational safety and health program as outlined herein.~~

15.030 Worker's Compensation.

The City participates and contributes in a qualified workers' compensation fund. Employees injured in the course of employment may be eligible for workers' compensation benefits in accordance with applicable provisions of Title 34A of the *Utah Code Annotated*, as amended, regarding Workers' Compensation. All injuries occurring on the job must be reported in accordance with the provisions set forth herein.

~~Eligible employees may be covered under the Worker's Compensation Act (Utah Code Ann. 35-1) for any injury sustained during the performance of their job. Compensation may be provided to eligible employees through Worker's Compensation Fund of Utah in accordance with the Act.~~

15.040 Reserved. ~~Inspection.~~

~~In accordance with law, the City Manager should inspect or designate a competent person or persons to inspect frequently for unsafe conditions and practices, defective equipment and materials, and where such conditions are found, to take appropriate action to correct such conditions immediately. City Manager or designee, shall enforce safety regulations and issue such rules as may be necessary to safeguard the health and lives of employees and the public.~~

15.050 Accident Records.

All accidents or injuries shall be reported immediately to a supervisor. When deemed necessary by the supervisor, a written report shall be prepared by the employee and submitted to their supervisor within twenty-four (24) hours from the occurrence. Any supervisor who receives a written report of an accident or injury shall immediately refer the matter to the City Manager, or his or her designee. An employee's failure to report an accident or injury may result in denial of a Worker's Compensation claim and may result in disciplinary action. ~~An accurate record shall be kept of all accidents involving an injury to an employee while on duty, whether or not time is lost. These records shall at all reasonable times be available to the Industrial Commission or its representatives upon request. Other records shall be kept as requested by the Industrial Commission. Accident records should be submitted by Department Head to City Manager by the next work day after the accident occurs unless unusual circumstances prevent the filing of the report, in which case the accident report shallbe filed within a reasonable time under the circumstances, not to exceed seven (7) days from the date of the accident.~~

15.060 Reserved. ~~Emergency Numbers.~~

~~The City Manager or designee, should post, in a conspicuous place, a listing of telephone numbers or addresses as may be applicable so that necessary help can be obtained in case of an emergency.~~

15.070 Reserved. ~~Work Areas.~~

~~City Manager, supervisors and employees shall be required to maintain clean work areas. An excessively littered or dirty work area constitutes an unsafe, hazardous condition of employment and should be remedied within a reasonable amount of time.~~

15.080 Injury Reports.

(a) Any injury occurring on the job is to be reported to the supervisor immediately.

~~(b) Each and every injury or accident shall be investigated by a supervisor or other designated person.~~

~~(c) Upon receiving a report of an injury, the supervisor should immediately have the employee visit the doctor or clinic designated by the City to check the injury.~~

(b~~d~~) Forms prescribed by the State Industrial Commission and the City shall be completed and submitted to the City Recorder by the employee and the supervisor, as required, as soon as possible, not to exceed seven (7) calendar days from the date of injury.

(c~~e~~) A report of any on-the-job injury resulting in disability or lost time shall be submitted by the City Manager, or designee, to the Industrial Commission and to the affected employee within seven (7) calendar days on a "First Report of Injury" form.

~~(f) Should any sudden or unusual occurrence or change of conditions occur (such as the appearance of toxic or unusual fumes or gases, major equipment failure, explosions, fires, etc.) that might affect the safety or health of the City employees or tend to increase the hazards thereof, the City Manager or other designated authority shall notify the Industrial Commission of Utah at once. Such notification must be made whether or not any actual injuries result from the above occurrences or changes of conditions.~~

15.090 Interference.

No person shall remove, displace, destroy, or carry away any safety device or

safeguard provided for use in any place of the City employment or interfere with the use of any method or process adopted for the protection of employees. No employees shall refuse or neglect to follow and obey reasonable orders that are issued for the protection of health, life, safety, or welfare of employees. Willful violation of these rules is grounds for disciplinary action or dismissal.

15.100 Non-Smoking Policy.

In compliance with the Utah Indoor Clean Air Act, as set forth in *Utah Code Ann.* §§ 26-38-1, *et seq.*, as amended, smoking is not permitted in Farmington City facilities. The City also prohibits smoking in City owned vehicles or while an employee is on-duty.

~~(a) It is the policy of the City to comply with all applicable Federal, State, and local regulations regarding smoking in the work place and to provide a work environment that promotes productivity and the well-being of its employees.~~

~~(b) The City recognizes that smoking in the work place can adversely affect employees. Accordingly, smoking is restricted at all of its facilities.~~

~~(c) Smoking is prohibited inside all City facilities, buildings and vehicles, except for special areas where it is specifically authorized. The City Manager is responsible for implementing and monitoring smoking regulations, and supervisors are expected to enforce such regulations. The smoking policy applies to employees during working time and to customers and visitors while on the City's premises.~~

~~(d) Employees are expected to exercise common courtesy and to respect the needs and sensitivities of co-workers with regard to the smoking policy. However, smokers have a special obligation to keep smoking areas litter-free and not to abuse break and work rules. Complaints about smoking issues should be resolved at the lowest level possible, but may be processed through the City's grievance procedure. Employees who violate this policy will be subject to disciplinary action.~~

~~(e) The City does not discriminate against individuals on the basis of their use of legal products, such as tobacco, if the use occurs during non-working time and off of the City's premises.~~

CHAPTER 16
EMERGENCIES AND ACCIDENTS

16.010 Traffic Accidents.

16.010 Traffic Accidents.

Employees involved in a traffic accident while on duty are required to notify the local police, county sheriff, or highway patrol to secure a formal report of the accident. It is the employee's responsibility to secure the names and addresses of any witnesses. Notification to the supervisor, the proper accident reports, and related information, should be expedited to enable the timely filing of insurance claims. Failure to notify the supervisor and/or City Manager within one (1) working day of the incident shall result in a reprimand or other disciplinary action. City personnel cannot investigate an accident or accidents in which they were involved or which they witnessed.

CHAPTER 17
MISCELLANEOUS

17.010 Service Awards.
17.020 Supplies, Tools and Equipment.
17.030 Employee Suggestion Program.
17.035 Notice of Claim.
17.040 Request for Legal Defense.
17.050 "High Risk" Automobile Insurance Coverage.
17.060 Reserved. ~~Political Activity.~~
17.070 Job References.
17.080 Reserved. ~~Use of City Facilities by City Employees.~~
17.090 Vehicle Use Policy.
17.100 Cellular Phones.
17.110 Use of City Electronic Mail, Voicemail and Computer Systems

17.010 Service Awards.

Employees may receive appropriate recognition for 5, 10, 15, 20, 25 and 30 years of service with the City. Recognition may ~~will~~ be acknowledged by supervisors, City Manager and the City Council.

17.020 Supplies, Tools and Equipment.

All employees are charged with the responsibility of maintaining the City's property in the best possible condition and making the most economical use of supplies issued to them. Safe and courteous operation of all tools and equipment is mandatory.

17.030 Employee Suggestion Program.

Employees are encouraged to make suggestions that will improve the employee's work area or general areas of the City.

(a) Procedure.

~~(1) Rapport should be established between the employee andsupervisor to encourage exchange of ideas.~~

(2) Employees ~~The employee~~ should present the suggestion to his or her immediate supervisor. The supervisor may ~~should~~ discuss the idea with the employee and other concerned persons.

(3) If the idea or suggestion is appropriate, the City Manager will determine the merits of the suggestion and if it should be implemented.

(4) For those ideas or suggestions implemented, an appropriate meritorious award may ~~will~~ be presented to the employee. Worthwhile ideas and suggestions should ~~are to~~ be noted at performance appraisal time.

17.035 Notice of Claim.

An employee who becomes aware of any occurrence which may give rise to a lawsuit, who receives a notice of claim, or is sued because of an incident related to his or her employment with the City shall give immediate notice to his or her supervisor and the City Manager, or his or her designee.

17.040 Request for Legal Defense.

If a City employee is sued in his or her official capacity, the employee may request legal defense in accordance with the terms and conditions of *Utah Code Ann.* § 63G-7-902, as amended, ~~as per 63-30-36, 38, Utah Code Annotated,~~ within ten (10) days of service of process upon the employee.

17.050 "High Risk" Automobile Insurance Coverage.

A City employee whose driving record poses serious risk to the insurability of the City may be required to buy additional "high risk" insurance as a condition of continued employment with the City. In all such cases, the coverage specifications will be determined by the City, and the employee will be expected to pay in advance the premium for such coverage.

17.060 Reserved. ~~Political Activity.~~

~~(a) No City employee or official is to solicit verbally, or by a letter, or in any other manner concerned in obtaining any assessments, contributions, or services for any political party from an employee of Farmington City.~~

~~(b) Nothing herein contained shall be construed to restrict the right of the employee to hold membership in support of a political party and candidates, and/or to maintain political meetings after working hours.~~

~~(c) An employee who wishes to seek election to any Farmington City office shall take a leave of absence without pay no later than the day following the day the employee files for such office. If elected, the employee shall immediately tender his or her letter of resignation.~~

~~(d) The City Manager shall comply with all provisions of the ICMA Code of Ethics.~~

17.070 Job References.

~~From time to time, employees or former employees of the City list their employment with the City on applications for new employment or list City officers as job references in connection with seeking new employment.~~ All requests for references or job performance information on employees or former employees shall be referred to the department head or to the City Manager for response. Job references provided by the City in good faith may be protected pursuant to the provisions of *Utah Code Ann.* § 34-42-1, as amended, regarding employer reference immunity.

~~In responding to such requests, the employee's date of employment, position held,and summary of duties may be disclosed. No additional information will be disclosed regarding such employee's performance or other matters unless such employee requests and authorizes in writing that all information relating to such employee's job performance be provided to the person or persons requesting such references.~~

17.080 Use of City Facilities by City Employees.

The following policy is adopted by the governing body of Farmington City to govern use of City facilities by City employees. No employee shall have any right to utilize City buildings or facilities except in strict accordance with the provisions of this policy. All full-time and regular part-time employees of Farmington City may utilize Farmington City facilities as defined herein on a space-available basis subject to the following requirements.

(a) Administration Building and Related Facilities. Eligible employees may utilize these facilities for personal use after regular business hours provided such employees have obtained permission from the City Manager and express authorization for the activities proposed to be undertaken by the employee. Use of such facilities shall be subject to the provisions of this policy set forth in Subsections (d) through (m).

(b) City Shop, Vehicles, Bays and Related Facilities. Eligible employees may utilize these facilities for personal use after regular business hours or during lunch hours provided such employees have obtained

permission from the Public Works Director and express authorization for the activities proposed to be undertaken by the employee. Use of such facilities shall be subject to the provisions of this policy set forth in Subsections (d) through (m).

(c) City Fire Station and Related Facilities. Eligible employees may utilize these facilities for personal use during designated hours separate from their assigned shifts provided such employees have obtained permission from the Fire Chief and the Police Chief and express authorization for the activities proposed to be undertaken by the employee. Use of such facilities shall be subject to the provision of this policy set forth in Subsections (d) through (m).

(d) Except as provided herein, all work shall be done after working hours and before 10:00 p.m. on weekdays and between the hours of 7:00 a.m. and 10:00 p.m. on weekends and holidays. No personal use or personal activities shall be undertaken on City time under any circumstances.

(e) All employees will comply with sign-in procedures specified by the person in charge as designated in Subsections (a) through (c) above. Such sign-in procedures may include recording of license number of vehicles being worked on, date and times of usage, vehicle descriptions, type of activities engaged in at City buildings or facilities and estimated time required for completion.

(f) Persons who are not City employees shall not be permitted to participate in employee's personal activities and shall not be allowed to be present in City buildings or facilities after hours in connection with any personal use of such buildings or facilities by City employees. Specific areas of buildings and equipment or facilities which will be available for use under this policy shall be specified by the person in charge of the respective buildings and facilities as designated in Subsections (a) through (c). Supervisors have primary responsibility for the security and safety of City buildings, facilities, equipment, and supplies.

(g) No use may be made of any City buildings or facilities other than those specified by the respective persons in charge as provided inSubsections (a) through (c) of this policy. All employees utilizing buildings and facilities must have adequate training to use any equipment or facilities and must demonstrate their ability to use such equipment or facilities in a safe and proper manner to their supervisor in charge. No employee shall use any City parts, supplies, or inventory for private use except for incidental consumable items (for example: type paper, copy paper, nuts, bolts and welding rods.) Use of consumable is discouraged and may be permitted only if authorized in which case employee shall immediately reimburse the City for the cost of any consumable items used. The sale of City surplus material valued at less than $50.00 is permitted when the value of such is predetermined and payment is made. The purchase of surplus property valued more than $50.00 must follow the City's purchasing ordinances.

(h) Each employee desiring to use City building or facilities will be required to execute and file with the City an indemnification agreement indemnifying and holding harmless the City against any and all claims, damages, injuries, or losses sustained by the employee arising out of use of City buildings or facilities. Employees will be personally responsible for turning out lights, cleaning facilities used and securing doors when leaving.

(i) No private vehicles or private property of the employee being used or worked on in accordance with this policy may be left inside any City building during working hours. Private vehicles may be stored on the City Shop lot only if permission is granted by the Public Works Director.

(j) No alcoholic beverages, illegal drugs, or substances shall be used at any time by any person at any City building or facility. All use of the facilities by employees under this policy shall be in strict accordance withapplicable statutes, ordinances, and any rules or regulations adopted by the City.

(k) It is the intent of this policy to allow use of City buildings and facilities as provided herein by eligible employees on an occasional-use basis only. Continual or excessive use shall constitute an express violation of this policy. The City Council hereby reserves the right in its sole discretion to terminate this policy and any benefits provided hereunder at any time for any reason.

(l) Failure to follow the guidelines provided in this policy or any violation of this policy may result in loss of the benefits provided hereunder and/or shall subject an employee to disciplinary action by the City's Personnel Policies.

(m) Any employee who believes that he or she is aggrieved in connection with any action taken by the City under this policy may appeal such grievance to the City Manager by filing a written, detailed statement of grievance with the City Manager within five (5) days after the event giving rise to such grievance occurs.

(n) This policy may be amended at any time as determined by the City Council.

17.090 Vehicle Use Policy.

(a) Purpose. The purpose of this Section is to establish guidelines for the use of City vehicles by employees. Employees using City vehicles shall comply with this Policy. Employees failing to operate City vehicles in compliance with this Policy shall be subject to disciplinary action.

(b) Official City Business. Except as provided in Subsection (k), the use of City vehicles by employees shall be limited to official City business, provided that reasonable incidental stops may be made while en route of City business or during break or lunch periods. City vehicles are not to be taken outside of the City limits without supervisor approval. Any questionable situations should be cleared with the City Manager or his or her designee.

(c) Use Agreement and Driver's License Verification. Each employee using a City vehicle shall sign a Vehicle Use Agreement and Driver's License Verification Form prior to using a City vehicle, and shall carry a valid Utah driver's license corresponding to the type of vehicle being operated. Prior to driving a City vehicle and as a condition of continued authority to drive a City vehicle, the ~~The~~ City shall have the right to review the driving records of ~~all~~ such employees in order to identify unsafe or uninsurable drivers. City employees with poor driving records may be prohibited from driving City vehicles or may be required to obtain "high risk" insurance as provided in this Chapter. Any employee having his or her driver's license suspended or revoked shall immediately report such suspension or revocation to the department head. Any employee having his or her driver's license suspended or revoked shall be prohibited from driving a City vehicle.

(d) Authorized Passengers. Except as otherwise provided herein regarding take-home vehicles for police officers, non-City persons may only ride in City vehicles in connection with official City business and when accompanied by a City employee. No other persons such as family or friends of employees or strangers are permitted to ride in City vehicles unless otherwise authorized by the City Manager.

(e) Parking and Operation. All

employees using City vehicles shall operate the vehicles in a safe manner and in accordance with all state and local traffic regulations, including, but not limited to, all posted and required speed limits. Employees shall exercise defensive driving skills to prevent accidents, and shall wear a seat belt at all times the vehicle is in operation. The employee shall be responsible for any citation or parking ticket received for non-compliance with such regulations.

(f) Vehicle Backing.

(1) Backing Light-Duty Truck. When backing a light-duty truck or other light-duty vehicle, drivers shall, before getting in, take reasonable steps to ensure safety while backing. Reasonable steps include walking completely around the vehicle, then looking behind the vehicle and using available mirrors while backing. This procedure for backing includes public safety light-duty vehicles.

(2) Backing Heavy-Duty Truck. When backing a heavy-duty truck or other heavy-duty vehicle, another employee should be used as a spotter for the driver whenever possible to help direct the backing. A reasonable effort should be taken to locate and utilize a spotter. When a spotter is not available, drivers shall, before getting in, walk completely around the vehicle, and carefully look behind and use the mirrors watching the area into which the vehicle is backed. This procedure for backing includes public safety heavy-duty vehicles.

(3) Backing Other Vehicles. When backing any other vehicle, employees should take reasonable steps to ensure safety while backing, including walking around the vehicle prior to backing and looking behind and using available mirrors while backing.

(g) Secured Loads. Drivers of City vehicles shall be responsible to secure all loads adequately to ensure that items in their vehicles do not fall off or blow off in transit.

(h) Vehicle Maintenance. Employees are responsible for the daily care and general maintenance of City vehicles under their control or assigned to them, provided however, that no repair or other alteration to the vehicle shall be made without authorization from their supervisor. Any suspicions regarding mechanical problems or any equipment breakdown, defect or failure involving a City vehicle shall be reported immediately to their supervisor. No supervisor should knowingly require a subordinate to operate an unsafe vehicle or equipment.

(i) Vehicle Abuse. Any employee abusing a City vehicle shall be subject to disciplinary action. Vehicle abuse includes any intentional or unintentional misuse or misapplication of any City vehicle for a purpose other than that for which it was intended. Vehicle abuse shall include, but shall not be limited to, failure to provide proper maintenance of the vehicle such as checking the oil, tires, and windows, and failure to observe normal driver responsibility.

(j) Accidents. Employees shall immediately report any accident or damage involving a City vehicle to their Supervisor in accordance with the accident reporting procedures set forth in Chapter 16.

(k) Take-Home Vehicle Use. Generally, City vehicles are not permitted to be taken home or used for personal use by City employees. The following employees may be permitted to use City vehicles for commuting to and from work and for other limited purposes as provided herein.

(1) Police officers in

accordance with the vehicle use policy set forth in the Police Department Policies and Procedures.

(2) City employees who are authorized by their Department Head and the City Manager and who are subject to being called out for emergency response for City services during normal off-duty work hours. Such employees, as authorized, may include: Fire Chief, Public Works Director, Water Systems Supervisor (or assistant in his or her absence), water watch on-call personnel, Street Maintenance Supervisor, or Parks Supervisor.

(3) Parks and Recreation ~~Leisure Services~~ Director (or assistant in his or her absence) whose flexible work schedule may require supervisory response to Parks and Recreation ~~Leisure Services~~ Department activities often held in the evening or on Saturdays.

(4) Building Inspector.

(l) Take Home Vehicle Rules. In addition to the policies established herein, any employee taking a City vehicle home shall adhere to the following conditions:

(1) The most direct route to and from the employee's home shall be taken;

(2) The vehicle shall be parked and remain at the employee's home when it is not being used for official business;

(3) The vehicle shall be returned to the City when the employee is suspended from duty, placed on administrative leave, or upon the request of the supervisor or City Manager;

(4) The employee shall be responsible for maintaining both the interior and exterior of the vehicle in a clean and safe condition; and

(5) The employee shall be responsible for any tax liability incurred by the employee for taking the vehicle to and from work, and shall provide any information required by the City to complete the relevant tax forms regarding such use.

(6) Notwithstanding the foregoing, police officers who are authorized to take a city vehicle home may utilize such vehicle for personal use, including the transporting of family members during off-duty hours, so long as such personal use is conducted within the jurisdictional boundaries of Davis County, Utah, and in accordance with all other applicable provisions of this policy and the Police Department Policies and Procedures.

(m) Private Vehicle Use. Employees normally shall use City vehicles for City business. When circumstances require an employee to use his or her private vehicle for City business, the employee may ~~shall~~ be paid mileage reimbursement approved by the Department Head in the amount specified in the Internal Revenue Code. Employees shall be required to maintain appropriate insurance for such vehicles and shall be responsible and liable for any damage to the same.

(n) All employees shall use seat belts while driving or riding in City-owned vehicles and equipment. Anyone riding in a City-owned vehicle and equipment shall use seat belts. All employees who are engaged in City business and are not in a City-owned vehicle shall use seat belts. Everyone in a vehicle being used for City business shall wear

a seat belt. ~~The City also encourages use of seat belts in all non-employment situations, as a protection to the employee's family and friends and as a positive example to the citizens at large.~~

(o) Any employee who disregards these directives may be subject to disciplinary action, up to and including termination.

17.100 Cellular Phones.

(a) Farmington City recognizes the value and benefit of convenient cellular phone communications by and between certain designated positions to most effectively meet the needs of the City.

(b) The purpose of this section is to establish procedures and guidelines wherein department heads may authorize the use of City-owned cell phones for full-time employees who are required to use a cell phone on the job.

(c) Department heads may authorize the purchase of cell phone(s), accessories and plan(s) for City use by designated full-time positions that best meet the needs of the City. City-owned cell phones shall be for City business. However, minimal personal calls may be allowed with no reimbursement required as long as there are adequate minutes available for City business and the minutes used are within the allotted minutes for the plan. If minutes used exceed those allotted by the plan due to personal use, the employee is required to reimburse the City for the cost of the coverage.

(d) City-owned cell phones should be used by City employees or for City purposes, and not by family, friends or others except in the case of an ~~extreme~~ emergency.

17.110 Use of Cell Phones While Driving

(a) Employees must adhere to all federal, state or local rules and regulations regarding the use of cellular phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation, or other ordinances.

(b) The use of a cell phone while driving may present a hazard to the driver, other employees and the general public. This policy is meant to ensure the safe operation of City vehicles and the operation of private vehicles while an employee is at work and conducting City business. Safety must come before all other concerns.

(c) Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, refrain from discussion of complicated or emotional issues and keep their eyes on the road. Special care should be taken in situations where there is heavy traffic, inclement weather or the employee is driving in an unfamiliar area.

(d) Under no circumstances are employees allowed to place themselves or others at risk to fulfill City business needs.

17.120 Use of City Electronic Mail, Voice Mail and Computer Systems.

(a) Private use of City computers during normal work periods is prohibited except for occasional personal use for communication with immediate family member or other justifying circumstances. Employees may use City computers for occasional private personal use, but not for private business use, provided employees shall not use e-mail, voice mail or computer systems for any inappropriate use, including, but not limited to, the following:

(1) Solicitation of employees for fund raisers not approved by the City;

(2) To further personal business interests;

(3) Offensive, harassing, vulgar, obscene, or threatening communications, including disparagement of others;

(4) Verbal abuse, slander or defamation;

(5) Creating, distributing, viewing or soliciting sexually oriented messages, materials or images;

(6) Electronic dissemination or printing of copyrighted materials including articles and software in violation of copyright laws.

(b) E-mail and voice mail communication and the contents of City owned computers are the sole property of the City and may be subject to monitoring at any time without notice. When using the e-mail or voice mail systems, and other equipment including city computers, the employee knowingly and voluntarily consents to being monitored and acknowledges the employer's right to conduct such monitoring. The security of e-mail and voice mail communications is not guaranteed. Abuse of e-mail, voice mail and computer systems could subject the employee to disciplinary action, up to and including termination. The downloading of personal software on City computers is prohibited.

17.130. Americans with Disabilities Policy.

(a) Policy. It is the policy of the City to fully comply with the provisions and protections of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.*, as amended, including, but not limited to, the Americans with Disabilities Act Amendments of 2008 (ADAAA), Public Law 110-325, prohibiting employment discrimination against qualified individuals with disabilities. Pursuant to the ADA and the ADAAA, which shall hereinafter be referred to collectively as the ADA, the City shall not discriminate against a qualified individual with a disability in job application procedures, hiring, firing, advancement, compensation, job training, leave, benefits, and any other term, condition and privilege of employment with the City. It is further the intent and policy of the City to fully comply with the provisions and interpretations of the EEOC regulations and guidelines issued pursuant to authority of the ADA, including, but not limited to, regulations set forth in 29 C.F.R. Part 1630, as amended.

(b) ADA Coordinator. The City Manager is hereby designated as the ADA Coordinator for the City. The ADA Coordinator shall be responsible for the administration of this policy. Any questions, comments, requests, or complaints regarding matters set forth herein should be addressed to the ADA Coordinator, Farmington City Offices, 130 North Main, Farmington, Utah, 84025.

(c) Disability. Pursuant to the ADA, an individual with a disability is a person who: (A) has a physical or mental impairment that substantially limits one or more major life activities of such individual; (B) has a record of such impairment; or (C) is regarded as having such an impairment. The ADA only protects a person who is qualified for the job he or she has or for which he or she is applying. A qualified employee or applicant with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position he or she holds or for which he or she is applying.

Pursuant to the ADA, the definition of disability shall be construed in favor of broad coverage of individuals.

(d) Reasonable Accommodation. The City will ~~shall~~ provide a reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability in accordance with applicable provisions of the ADA unless doing so would impose an undue hardship on the operation of the City's business. Undue hardship means that providing the reasonable accommodation would result in significant difficulty or expense, based on the resources and operation of the employer's business.

(e) Requesting Reasonable Accommodation. An employer generally does not have to provide a reasonable accommodation unless an individual with a disability has asked for one. Thus, it is generally up to the applicant or employee to request a reasonable accommodation from the City. Any applicant or employee requesting a reasonable accommodation shall make such request to the City's ADA Coordinator as designated in Subsection (b). The request may be made in general terms that the individual needs an adjustment or change for a reason related to a medical condition. The request does not have to include the terms "ADA" or "reasonable accommodation." The City may initiate discussions about the need for a reasonable accommodation if the disability is obvious, *e.g.*, the individual uses a wheelchair, or if the medical condition is causing a performance or conduct problem, as more particularly provided in the ADA and applicable regulations.

(f) Interactive Process for Determining Accommodation. The ADA suggests the employee and employer work together informally in an interactive process to determine potential or appropriate accommodations under the circumstances that would enable the employee to perform the essential functions of his or her job. Once a reasonable accommodation is requested, the ADA Coordinator and the applicant or employee should sit down and discuss the applicant's or employee's needs and identify the appropriate reasonable accommodation. If such consultation does not identify an appropriate accommodation, the City may seek further assistance from the EEOC, State or local vocational rehabilitation agencies, the Job Accommodation Network (JAN), or other appropriate consultation service to assist the City in making individualized accommodations. The ADA Coordinator should ~~shall~~ respond promptly to all requests for a reasonable accommodation and should keep lines of communication open with the applicant or employee making the request, particularly when it will take longer than expected to provide an accommodation or when supporting documentation is needed.

(g) Complaint. Whenever an applicant or employee believes he or she has been discriminated against on the basis of a disability regarding his or her employment or application for employment with the City, the applicant or employee may file a written complaint with the ADA Coordinator. The complaint should set forth the facts and circumstances surrounding the compliant and the basis for the complaint. Upon receipt of a complaint, the ADA Coordinator shall ~~immediately~~ conduct an investigation of the complaint. The ADA Coordinator may also hire a third party to investigate the matter. Investigation of the complaint may include, but is not limited to: interviewing the complainant and affording all interested persons and their representatives, if any, the opportunity to submit oral or documentary evidence relevant to the complaint. The ADA Coordinator shall, within a reasonable time from receipt of the complaint, prepare and distribute his or her findings and conclusions from the investigation, including a description of the resolution of the complaint and notice of the complainant's right to appeal.

(h) Appeal. Any person aggrieved by a decision of the ADA Coordinator regarding a complaint filed hereunder may appeal such decision by filing with the City Council a written appeal within ten (10) days from the date of the decision stating the grounds for the appeal. The City Council shall review the ADA Coordinator's decision for correctness and prepare its findings and conclusions within a reasonable time from receipt of the appeal.

(i) Retaliation. It is unlawful to retaliate against an individual for opposing employment practices that discriminate based on disability or for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, hearing or litigation under the ADA. It is further unlawful for an employer to retaliate against an employee or applicant for asserting his or her rights under the ADA. Any applicant or employee who believes he or she has been subjected to any act of retaliation described herein has the right to file a further complaint alleging reprisal as a separate action under this policy.

(j) Records. The ADA Coordinator shall maintain or cause to be maintained all records of the City pertaining to ADA matters and complaints filed hereunder in accordance with the Utah Governmental Records Access and Management Act, as set forth in *Utah Code Ann.* §§ 63G-2-101, *et seq.*, as amended, and all applicable records provisions of the ADA. Medical information shall not be filed in the employee's regular personnel file but shall be filed in a separate medical file that is accessible only to designated officials. Disclosure of medical information about applicants or employees shall be subject to the confidentiality requirements of the ADA. An employee's request for a reasonable accommodation shall be considered medical information subject to the ADA's confidentiality requirements.

(k) Other Procedures and Remedies. The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving discrimination based on a disability.

Section 17.130 Enacted 03/03/2009, Res. 2009-13

URMMA Employment Law Update 2010

Camille N. Johnson
Snow, Christensen & Martineau
cnj@scmlaw.com
801-322-9119

City Employment Manuals

In light of the Utah Supreme Court's willingness to find an implied employment contract whenever employers do not clearly and conspicuously disclaim contractual liability in their manuals and policies, Cities must take particular care to see that their manuals, policies and procedures are drafted to avoid a contract claim. In *Cabaness v. Bountiful City et al.*, the Utah Supreme Court held that: (1) the City's Employee Manual created a contract between Cabaness and Bountiful as a matter of law; (2) governmental immunity did not prohibit Cabaness' breach of contract claim; (3) Cabaness could recover damages for mental distress related to his contract claim; and (4) the 4-year statute of limitations did not preclude Cabaness from relying on the defendants' entire course of conduct over 20 years.

An **Employee Acknowledgement** should accompany the Employee Manual and include **disclaimer language**:

"This Employment Manual is provided for general guidance only. The policies and procedures expressed in this Employment Manual, as well as those in any other personnel material, or other types of material which may be issued from time to time, do **not** create a binding contract or any other obligation or liability on the City. The City reserves the right to change its policies and procedures at any time, formally or informally, with or without notice, for any reason. The City also reserves the right to take any employment action it deems appropriate. The prohibitions set forth in the Employment Manual do not create an express or implied contract with any person."

The following **Table of Contents** may help cities understand what may be found in an Employment Manual (which has the potential for creating a contract with employees) and what is more appropriately located in a Policies/Procedures/Operations Manual that may only be distributed to supervisors.

c. Bereavement leave
d. Jury duty
e. Military leave
f. FMLA – basic information and stating City follows applicable law
g. Paid holidays
h. Workers comp
i. Insurance (health, life and disability – I suggest the manual say only that the City MAY offer . . .)

8. Compensation and Work Hours
    a. FLSA – basic information and stating City follows applicable law
    b. Overtime
    c. Comp time
9. Substance Abuse and Drug Free Workplace
10. Sexual Harassment and Inappropriate Sexual Conduct
    a. Conduct
    b. Reporting
11. Discrimination and Harassment
    a. Conduct
    b. Reporting
12. Workplace Violence

Note:

Also, consider the following language, "The City has posted printed information regarding certain laws, such as wage and hour laws, discrimination laws, and the FMLA. Please take the time to read and inform yourself from these posters and any other legal notices." This will help simplify what goes in the Manual.

1. Definitions
    a. Full time
    b. Part time
    c. Temporary/Seasonal
2. Hiring Practices
    a. EEO employer
    b. Anti-nepotism
    c. Veterans preference
    d. Motor vehicle/driving records
    e. I-9
    f. Background checks
3. Employment Status
    a. Appointed positions
    b. Probationary employees
4. Separation
    a. Resignation
    b. Abandon job
    c. RIF
    d. Termination
    e. Employee references
5. Employee Conduct
    a. Use of City computers
    b. Dress/hygiene
    c. Ethics
    d. Dating
    e. "An employee becomes aware of any occurrence which may give rise to a lawsuit, who receives a notice of claim, or is sued because of an incident related to his employment shall give immediate notice to his/her supervisor and the City Administrator/Manager."
6. Discipline and Grievance Procedure
    a. Disciplinary action defined
    b. Pre-disciplinary hearing
    c. Appeals board
    d. Suspension pending investigation
    e. "Cause for Discipline" (this is preferable to a list of prohibitions, but gives the City a place to identify reasons an employee may be disciplined)
7. Employee benefits
    a. Annual leave
    b. Sick leave

We may provide not City shall

Agenda Item 13

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

S U B J E C T: Inter-local Agreement with Davis County Regarding LOMR Study for Steed Creek Flood Plain

ACTION TO BE CONSIDERED:

Minute motion approving the agreement.

GENERAL INFORMATION:

See enclosed agreement 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.

Max Forbush

From: Todd Godfrey [tjgodfrey@mhlaw.net]
Sent: Wednesday, November 10, 2010 4:20 PM
To: mforbush@farmington.utah.gov
Subject: RE: AGREEMENT FOR STEED CR LOMR

I've reviewed the Interlocal Agreement for the Steed Creek LOMR and it is fine. There are two minor typos:

In paragraph 6 at the end of the second line, it says "nay" and should say "any".

In paragraph 10 on the second line it says "parity" and should say "party".

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

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. This communication may contain materials that are protected by the attorney/client privilege. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you have received this email in error, please immediately notify the sender, delete the message and any attachments from your computer, and destroy any and all hard copies of the same.

From: Max Forbush [mailto:mforbush@farmington.utah.gov]
Sent: Wednesday, November 10, 2010 10:52 AM
To: Todd Godfrey
Subject: FW: AGREEMENT FOR STEED CR LOMR

Todd,
I am doing the City Council Packet today. Any chance of reviewing this so it can be on the agenda?

Max

From: Kirk Schmalz [mailto:kschmalz@co.davis.ut.us]
Sent: Tuesday, November 09, 2010 5:15 PM
To: mforbush@farmington.utah.gov
Subject: AGREEMENT FOR STEED CR LOMR

Max-
Here's draft of an agreement for Steed Cr LOMR. See what you think.

Jerry Hess has reviewed on our end and given thumbs up.

If you're OK with it, perhaps you can get the needed signatures on three copies. I can come pick them up and arrange to get on Commission agenda for County signature.

Kirk

INTERLOCAL COOPERATION AGREEMENT

FARMINGTON CITY/DAVIS COUNTY

LETTER OF MAP REVISION (LOMR) FOR STEED CREEK FLOOD PLAIN

THIS AGREEMENT made and entered into this _____day of_____ 2010 by and between Davis County, a body politic of the State of Utah, hereinafter referred to as "Davis County" and Farmington City a municipal corporation of the State of Utah hereinafter referred to as "Farmington."

WITNESSETH:

WHEREAS, Davis County has responsibility for management of the storm and flood waters which flow in, along and through Steed Creek in Farmington; and

WHEREAS, Farmington has responsibility for management of storm runoff from properties and facilities within the city boundaries, and

WHEREAS, Davis County has contracted a project to enclose a section of Steed Creek near the I-15 Frontage Road and replace the existing culvert under the frontage road with a newer and larger culvert pipe, and

WHEREAS, Farmington and Davis County both desire to provide responsible and accurate floodplain delineation for properties in the Steed Creek drainage area as a result of the replacement/upgrade of a drainage facilities on Steed Creek in Farmington,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. The parties agree to share the cost of a professional engineering consultant fee to accomplish a floodplain study and LOMR application to FEMA. Davis County will pay not-to-exceed $10,000.00 toward this effort from Public Works flood control

account to be paid upon invoice from Farmington. Farmington will pay the balance of the estimated total cost of $20,000 (Exhibit A.)

2. Davis County and Farmington City are authorized to enter into this Agreement by virtue of the Interlocal Cooperation Act contained in Chapter 13, Title 11, *Utah Code Annotated*, 1953 as amended

3. This agreement shall continue in effect until each of the parties has fulfilled the obligations contained herein, but in no event shall the term exceed 50 years.

4. The persons signing this Agreement on behalf of Davis County and Farmington confirm that they are duly authorized representatives of Davis County and Farmington, respectively, and lawfully able to sign this Agreement on behalf of the parties

5. This interlocal Agreement may be changed, modified or amended only by written agreement of the parties.

6. This Agreement together with any written amendments shall constitute the entire agreement between the parties and any prior understanding or representation of ~~nay~~ any kind preceding the date of this Agreement with respect to the subject matter hereof shall not be binding upon either party.

7. The rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the other party.

8. Davis County and Farmington shall each be responsible for conducting their respective activities provided for and contemplated herein. Each party agrees to indemnify and hold the other party harmless for any claim, injury, or damage arising out of the connected with the actions or omissions of such other party in connection with any activity contemplated by this Agreement.

9. No separate legal entity is created by the terms of this Agreement. To the

extent that this Agreement requires administration other than as set forth herein; it shall be administered by the governing bodies of the respective parties acting as a joint board.

10. Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the ~~parity~~ party employing their services even if performing functions outside of the territorial limits of such party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities available to either party under the Governmental Immunity Act as set forth in Utah Code Ann. Section 63G-7-101 et seq., as amended.

WHEREFORE, the parties hereto have signed this Agreement the day and year first above written.

DAVIS COUNTY

By_____
John Petroff Jr., Chair
Board of County Commissioners

ATTEST:

_____
Steve S. Rawlings
Davis County Clerk/Auditor

Approved as to Form:

_____
Office of Davis County Attorney

Farmington City

By_____

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

November 4, 2010

Kirk Smaltz
Davis County Public Works Director
P. O. Box 618
Farmington, UT 84025

Re: **Request for Agreement to Cost Share LOMR for Steed Creek Flood Plain Area next to I-15 Frontage Road in Farmington**

Dear Kirk,

The Farmington City Council has authorized the submittal of a Letter of Map Revision to the Federal Emergency Management Agency (FEMA) with the understanding that Davis County may be willing to share in the cost of the study and application fee. I have received two engineering proposals for the work together with costs averaging nearly $20,000. When you and I spoke toward the end of October, you stated you thought Davis County would be willing to participate on a 50/50 basis.

As per your instructions, I am asking the County to prepare a formal agreement to enable the work to begin. The engineering work would be done by CRS Engineers. Please let me know of any other information you might need from Farmington City,

Respectfully,

Max Forbush

Max Forbush
City Manager

MF/ml

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

INTERLOCAL COOPERATION AGREEMENT

FARMINGTON CITY/DAVIS COUNTY

LETTER OF MAP REVISION (LOMR) FOR STEED CREEK FLOOD PLAIN

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WITNESSETH:

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WHEREAS, Farmington has responsibility for management of storm runoff from properties and facilities within the city boundaries, and

WHEREAS, Davis County has contracted a project to enclose a section of Steed Creek near the I-15 Frontage Road and replace the existing culvert under the frontage road with a newer and larger culvert pipe, and

WHEREAS, Farmington and Davis County both desire to provide responsible and accurate floodplain delineation for properties in the Steed Creek drainage area as a result of the replacement/upgrade of a drainage facilities on Steed Creek in Farmington,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. The parties agree to share the cost of a professional engineering consultant fee to accomplish a floodplain study and LOMR application to FEMA. Davis County will pay not-to-exceed $10,000.00 toward this effort from Public Works flood control

account to be paid upon invoice from Farmington. Farmington will pay the balance of the estimated total cost of $20,000 (Exhibit A.)

2. Davis County and Farmington City are authorized to enter into this Agreement by virtue of the Interlocal Cooperation Act contained in Chapter 13, Title 11, *Utah Code Annotated*, 1953 as amended

3. This agreement shall continue in effect until each of the parties has fulfilled the obligations contained herein, but in no event shall the term exceed 50 years.

4. The persons signing this Agreement on behalf of Davis County and Farmington confirm that they are duly authorized representatives of Davis County and Farmington, respectively, and lawfully able to sign this Agreement on behalf of the parties

5. This interlocal Agreement may be changed, modified or amended only by written agreement of the parties.

6. This Agreement together with any written amendments shall constitute the entire agreement between the parties and any prior understanding or representation of nay kind preceding the date of this Agreement with respect to the subject matter hereof shall not be binding upon either party.

7. The rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the other party.

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WHEREFORE, the parties hereto have signed this Agreement the day and year first above written.

DAVIS COUNTY

By_____
John Petroff Jr., Chair
Board of County Commissioners

ATTEST:

_____
Steve S. Rawlings
Davis County Clerk/Auditor

Approved as to Form:

_____
Office of Davis County Attorney

Farmington City

By_____

Agenda Item 14

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

SUBJECT: CRS Lease - Agreement Pertaining to a Lease of Space at City Hall

ACTION TO BE CONSIDERED:

Minute motion approving the Lease Agreement.

GENERAL INFORMATION:

See enclosed agreement.

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

LEASE AGREEMENT

Deleted: REAL ESTATE

THIS STANDARD REAL ESTATE LEASE dated effective this____day of _____ 20xx, by and between **FARMINGTON CITY CORP** hereinafter called "Lessor" and **CRS CONSULTING ENGINEERS INCORPORATED** a Utah Corporation **dba CALDWELL RICHARDS SORENSEN** hereinafter called "Lessee".

WITNESSETH

Whereas Lessor and Lessee desire to enter this Lease Agreement to provide for the leasing of space owned by Lessor to Lessee, the parties now agrees as follows:

Deleted: have executed a Memorandum of Understanding dated September 27, 2010 discussing the intent for Lessee to rent space from Lessor within the Premises as described in Article 1; the above mentioned *Memorandum of Understanding* is attached hereto and marked "Exhibit A" and by this reference made a part hereof .¶

ARTICLE 1 -- Premises

Lessor does hereby demise and let to Lessee and Lessee does hereby lease from Lessor, those certain premises including the west half of the second floor as now built or under construction and located at 160 S. Main, Farmington City, UT. Premises have a total area of approximately Three Thousand Three (3,003) square feet hereinafter collectively called the "Leased Premises." The approximate boundaries, together with the common areas for use in common with others entitled thereto, including service roads, sidewalks, and car parking areas, are shown and depicted as a "cross hatched" space on Exhibit "B" (by this reference made a part hereof) subject however, to the terms and conditions of this agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by Lessor.

Deleted: to be

Deleted: of the common areas,

Deleted: ,

Deleted: and other facilities as may be designated from time to time by the Lessor,

ARTICLE 2 -- Construction

Lessee has agreed that it will, in reliance upon the execution of this Lease by Lessor, commence and pursue the completion of the construction of the necessary improvements by Lessee to the extent shown on the plans and specifications attached as Exhibit "C." The improvements provided by the Lessee, if any, are set forth on the attached Exhibit "D." In this Lease the word "Premises" shall mean the building or unit of the building demised hereby except only where the context clearly requires a different meaning. The word "City Hall" shall mean the entire building and land of which the Premises comprise a part known as Farmington City Hall.

ARTICLE 3 -- Use of Premises

Lessee shall use the Leased premises solely for the purpose of general office use, including the customary operations of Lessee's civil engineering business and related activities and for no other purpose without the express written consent of the Lessor. Lessee is allowed to leave vehicles and storage of office equipment on site 24 hours a day as long as they are moved for maintenance by tenant when appropriate.

ARTICLE 4 -- Term

The Term of this Lease shall be for five (5) years, to commence upon completion of improvements and receipt of Certificate of Occupancy from the city and ending 60 months after Lease Commencement at midnight unless sooner terminated as herein provided; together with two – two year additional terms as elected in writing by Lessee within 90 days prior to the end of a Term and upon the same conditions as stated herein except that rents shall be adjusted to market rate for similarly classified office space in the area upon such renewal. Landlord and Tenant shall execute Exhibit "E" Monthly Rent Addendum attached hereto within 5 business days after receipt of Certificate of Occupancy. Term may be

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extended an additional month plus for delays in completing interiors so tenant can move into the space and be operational.

ARTICLE 5 -- Rent

(a) Payment Location. Lessee agrees to pay to FARMINGTON CITY CORP at its office, 160 S Main St., Farmington, UT, the sum of the following:

(b) Fixed Rental. The annual fixed base rent for the initial term of this lease shall be as follows:

Year 1	$4,504.50 per month.
Year 2	$4,504.50 per month
Year 3	$4,504.50 per month.
Year 4	$4,504.50 per month.
Year 5	$4,504.50 per month

(c) Rent Installments. Said rent shall be payable in equal installments each month in advance on the first day of each month during the term of this lease.

(d) Prepayment of rent. In consideration of Lessee bearing the initial cost of improving the premises, rent payments shall be adjusted, as further discussed in Exhibit C.

ARTICLE 6 -- Past Due Rent

If Lessee shall fail to pay. when the same is due and payable, the base rent or charges of the character described in Article 5 hereof, then such unpaid amounts shall bear interest from the due date thereof to the date payment is made at the rate of ten percent per annum. If the monthly payments for the base rent are not made before the 10th day of the month, a late fee of one hundred dollars ($100.00) will be assessed for each late payment.

Deleted: s

ARTICLE 7 – Exterior Common Area

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Lessor in or near the premises, including employee parking areas, the truck way or ways, pedestrian sidewalks and ramps, landscaped areas, and other improvements provided by Lessor for the general use, in common of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Lessor and Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and are as mentioned in this Article. The initial Rules and Regulations established by Lessor are attached hereto as Exhibit "F."

ARTICLE 8 -- Control of Common Area

Lessor shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements; from time to time to change the area, level, locations and arrangement of parking areas, pedestrian sidewalks and ramps, building, common areas and other facilities hereinabove referred to; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free

parking or ticket validating by Lessee; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Lessor's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good judgment, the Lessor shall determine to be advisable with a view to the improvement and for the convenience and use thereof by Lessees, their officers, agents, employees and customers. Lessor will operate and maintain the common facilities referred to above in such reasonable manner as Lessor in its sole discretion shall determine from time to time. Lessor shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to, and necessary for, the proper operation and maintenance of the common areas and facilities.

ARTICLE 9 -- Licenses

All common areas and facilities not within the leased premises, which Lessee may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas be diminished, Lessor shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction. Nevertheless, Lessor shall assure Lessee that basic common amenities shall be provided throughout the Term.

ARTICLE 10 -- Business Solicitation and Hand Bills

Lessee shall not distribute nor cause to be distributed any handbill or other advertising matter in common areas.

ARTICLE 11 -- Signs

Lessee shall have the right to place, at its sole cost and expense, an interior sign on the west wall of the second floor hallway near the main door of the office. Lessee shall submit drawings and specifications for Lessor's approval. No signs are to be ordered or placed by Lessee without written approval of Lessor.

Lessee will not place or suffer to be placed or maintained on any exterior door or wall or window of the leased premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the leased premises without first obtaining Lessor's written approval and consent. Lessor agrees that Lessee may have reasonable exterior signage and that Lessor shall not unreasonably withhold , delay or condition its consent for Lessee's signage.Lessee further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising or matter or other thing as may be approved by Lessor in good condition and repair at all times.

ARTICLE 12 -- Installation by Lessee

All fixtures installed by Lessee shall be new or completely reconditioned. Lessee shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixture, exterior signs, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Lessor's written approval and consent.

Lessee shall furnish and install all shelving, trade fixtures, and equipment, both built in and free from walls. Lessee shall supply and install all floor covering placed upon floors or other areas of the

leased premises. Lessee shall supply all special or professional equipment, including but not limited to refrigerators, drinking fountains, tanks, and special electrical lighting fixtures. Lessee shall furnish and install all lighting tubes and/or globes.

ARTICLE 13 -- Alterations

Lessee shall not make any alterations in or additions to the premises involving any change of the structural members or exterior of the building punch or drill holes in the roof, walls or columns of the interior or exterior without the written consent of Lessor. All alterations, decorations, additions, and improvements made to the leased premises by the Lessor on the Lessee's behalf by agreement under this lease, which cannot be removed without damage to the premises, shall remain the property of the Lessor.

At the expiration of the tenancy hereby created, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall surrender all keys for the leased premises to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, safes and vaults, if any, in the leased premises.

All Lessee's installation or additions to the leased premises, which cannot be removed without damage to the leased premises, shall be deemed Lessor's property. Lessee shall, prior to any such termination of the term of this Lease, remove from the premises all Lessee's furniture, trade fixtures, and other personal property of every kind whatsoever not becoming Lessor's property as hereinbefore specified, and in default of such removal by Lessee all such property and every interest of Lessee in same, shall be conclusively presumed to have been conveyed by Lessee to Lessor under this Lease as a Bill of Sale without compensation, allowance, or credit to Lessee. Lessee shall upon termination of the term of this Lease or of Lessee's right to possession, return to Lessor the premises and all equipment and fixtures comprising a part thereof in as good condition as when Lessee took possession, excepting only ordinary wear and tear and damage by fire, or other casualty for which Lessee is not legally responsible.

ARTICLE 14 -- Lessee Shall Discharge All Liens

Regarding Lesse`s installations or construction, Lessee shall promptly pay all contractors and material men, so as to minimize the possibility of a lien attaching to the leased premises, and should any such lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after Lessee receives notice of the same. Nothing herein contained shall empower Lessee to do any act which can, may or shall cloud or encumber Lessor's title.

ARTICLE 15 -- Rules and Regulations

The rules and regulations appended to this lease are hereby made a part of this lease, and Lessee agrees to comply with and observe the same. Lessee's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Lessor reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional reasonable rules and regulations applicable to the leased premises and the Office Complex. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Lessee and Lessee agrees thereupon to comply with and observe all such rules, regulations, and amendments and supplements, provided the same shall apply uniformly to all tenants of the Office Complex.

ARTICLE 16 -- Hold Over

Any hold over beyond the termination of this Lease, and any acceptance of rental beyond the term of this Lease shall be deemed to have established a month-to-month tenancy as between Lessor and Lessee. During a month-to-month tenancy (terminable in the manner set forth in Utah's Unlawful Detainer Statutes), said tenancy shall be upon the same terms and conditions, including rent, as those herein specified.

Deleted: by either party on not less than one month's notice),

ARTICLE 17 -- Fire Insurance

Lessor shall procure and keep in force during the entire term of this lease, a policy or policies of fire and extended coverage insurance covering the Premises and the improvements thereon (excepting, however, the property to be insured by Lessee as herein provided) in an amount as close as practicable to the full replacement cost of the Premises and the improvements thereon without deduction for depreciation. Lessor may at its election include such insurance within the coverage of any blanket policy or policies of fire and comprehensive insurance covering all or part of the Project.

Lessee shall procure and keep in force during the entire term of this lease a policy or policies of fire and extended coverage insurance in an amount as close as practicable to the full replacement cost of Lessee's trade fixtures, merchandise and other property from time to time situated in or upon the Premises and a policy or policies of business interruption insurance against business interruption which may be occasioned by a peril covered by a fire and extended coverage insurance policy or occasioned by other occurrences generally covered by business interruption insurance.

ARTICLE 18 -- Liability and Casualty Insurance

Lessee shall procure and keep in force during the entire term of this lease, a policy of public liability and property damage insurance covering the Premises and the business operated on the Premises with reasonable minimum limits reset by mutual agreement of Lessor and Lessee not less frequently than every three (3) years during the term of this lease based upon minimum limits used for similar properties at the time of such agreement but initially not less than Five Hundred Thousand Dollars ($500,000.00) for injury to one (1) person; One Million Dollars ($1,000,000.00) for each accident; and One Hundred Thousand Dollars ($100,000.00) for property damage.

Whenever Lessee is required hereunder to insure against any risk, said insurance shall be in an insurance company qualified to do business in the State of Utah and shall name Lessor and such other persons, firms, or corporations as may have an interest in the Project, such as Lessors, mortgagees or vendors, as Lessor shall designate as additional insureds. An executed copy of such policy or certificate thereof shall be delivered to Lessor and such other additional insureds, together with a commitment from the insurance carrier endorsed thereon providing that said policy shall not be modified or canceled unless and until Lessor and such additional insureds are given at least thirty (30) days prior written notice of any change or cancellation.

Lessor and Lessee each hereby waive any rights against the other for loss or damage caused by risks herein required to be insured against; provided, however, that this waiver shall be unenforceable against one party if the other party fails to procure and keep in force the policies of insurance required to be obtained hereunder.

Lessee shall not do or permit the doing of any act in or about the Premises which will constitute an extra-hazardous act, or which will violate, suspend or cause a cancellation of any policy of insurance covering any portion of the Project. Lessee agrees to pay any increase in premiums for property insurance (including without limitation fire and extended coverage insurance) carried by Lessor on the Project or the Premises, resulting from the merchandise or articles stored, used or sold in the Premises, or any

activity carried on in the Premises. or any omission by Lessee to do any act or any failure by Lessee to provide or install any safeguard prudent to Lessee's type of business or occupancy, whether or not Lessor has consented to or required the same.

ARTICLE 19 -- Indemnification

Each party will indemnify the other party and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the premises or any part thereof, or occasioned wholly or in part by any servants, lessees or concessionaires.

ARTICLE 20 -- Utility Charges

Lessee shall procure and be solely responsible for and promptly pay all charges for janitorial services, data and telecommunications costs. Lessor shall be responsible for all charges for heat, water, gas, electricity, and any other utilities used or consumed on the leased premises, excepting those listed as the responsibility of the Lessee herein. In no event shall Lessor be liable for an interruption or failure in the supply of any such services to the leased premises, unless caused by Lessor's negligence or wrongful acts or omissions.

ARTICLE 21 -- Maintenance

Maintenance by Lessor. Lessor shall, except as to the extent prevented by practical impossibility, and except as otherwise provided herein, keep the exterior of the premises, excluding any signs of Lessee, but including the foundation. roof replacement (but not repair), entrances and doors, sidewalks, walls, and supporting framework, and equipment including lighting. HVAC, and plumbing fixtures escalators and elevators, if any, and any air conditioning system in good condition and repair except for reasonable wear and tear.

Maintenance by Lessee. Lessee shall at Lessee's own expense at all times keep the interior of leased premises and all signs, partitions, doors, ceilings, and fixtures in good order, condition and repair. Lessee shall repair any damage to the interior or exterior of leased premises caused by Lessee's negligence or default hereunder. If Lessor is required to make repairs to structural portions by reason of Lessee's negligent acts or omission to act, Lessor may add the cost of such repairs to as additional rent which shall thereafter become due.

Lessee's Neglect. If Lessee refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Lessor, as soon as reasonably possible after written demand, Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property, or to Lessee's business by reason thereof and upon completion thereof, Lessee shall pay Lessor's costs for making such repairs plus pay ten percent for overhead, upon presentation of bill thereof, as additional rent.

Lessee's Interior. Anything herein to the contrary notwithstanding, it is expressly understood and agreed that the Lessor shall not be obligated to make any repairs to ceilings or partitions of the interior of the leased premises, or to any items and equipment or fixtures located within or about the leased premises except as stated above; Lessor is not liable for damages for any losses which may occur from damage to Lessee's fixtures, merchandise, furniture, floor coverings, or any other items which may be damaged by water, fire or any other cause, unless caused by Lessor's negligence or wrongful acts or omissions.

ARTICLE 22 -- State or Governmental Regulations

Lessee shall, at Lessee's sole cost and expense, comply with all requirements and regulations for federal, state, county, municipal or other applicable governmental authorities, now in force or which may hereafter by in force, pertaining to leased premises, and shall at all times observe and use the premises according to municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

ARTICLE 23 -- Waste or Nuisance Material

Lessee shall not cause nor permit any waste upon leased premises or any nuisance or other act or thing which may disturb, annoy, or vex any other lessee or customer in the building or area thereof.

ARTICLE 24 -- Lessee's Name

Lessee hereby agrees not to change the advertised name of the business operated in the leased premises without written consent approving same by Lessor.

ARTICLE 25 -- Assignment and Subletting

Lessee will not assign this lease in whole or in part, nor sublet all or any part of the leased premises without the consent of Lessor.

ARTICLE 26 -- Successors

All rights and liabilities herein given to, or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, and assigns of said parties: and if there shall be more than one Lessee, they shall be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided in Article 27 hereof.

ARTICLE 27 -- Corporate Ownership

If without the written consent of Lessor at any time during the term of this Lease any part or all of the corporate shares of Lessee shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective voting control of Lessee by the person or persons owning a majority of said corporate shares on the date of this lease, Lessee shall promptly notify Lessor in writing of such change, and Lessor may terminate this Lease at any time after such change in control by giving Lessee ninety (90) days prior written notice of such termination. The transfer of ownership interests to any member of the family of Paul J. Hirst is hereby exempt from this restriction. Moreover, Lessee may from time to time chage the form of its business e.g. from corporation to limited liability company or other legally authorized form of doing business without such constituting a violation of the foregoing restriction.

ARTICLE 28 -- Offset Statement

Within ten days after request therefore by Lessor, Lessee agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, to Lessor, certifying (if such be the case) that this

Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Lessee. Such request shall not be made more than one time in any calendar year.

ARTICLE 29 -- Attornment

Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Lessor covering the leased premises, attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as the Lessor under this Lease, provided such purchaser agrees to abide by all the terms of this lease and to perform all of the obligations of Lessor hereunder.

ARTICLE 30 -- Subordination

Upon request of the Lessor, Lessee will subordinate its rights hereunder, except its rights to prepaid rents, to the lien of any mortgage or mortgages, the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or buildings of which the leased premises are a part, and to all advances made or hereafter to be made upon the security thereof.

ARTICLE 31 -- Attorney-in-Fact

The Lessee, upon written request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Articles 29 and 30 above as shall be requested by the Lessor. The Lessee hereby irrevocably appoints the Lessor as attorney-in-fact for the Lessee with full power and authority to execute and deliver in the name of the Lessee any such instruments or certificates of attornment or subordination or both. If fifteen (15) days after the date of a written request by Lessor to execute such instruments, the Lessee shall not have executed the same, the Lessor may, at its option, cancel this lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

ARTICLE 32 -- Examination of Premises

Lessee shall examine the premises before taking possession hereunder, and such taking of possession shall be conclusive evidence as against Lessee that at the time thereof the premises were in good order and satisfactory condition.

ARTICLE 33 -- Rights of Lessor

Performance Failure: Anything in this agreement to the contrary notwithstanding, providing such use is not due to the willful act or neglect of the Lessor, the Lessor shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockouts, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service of financing through Act of God or other similar cause beyond the control of the Lessor.

ARTICLE 34 -- Fire and Other Casualty

If the lease premises shall be damaged by fire, or other casualty, but are not thereby rendered unlesseeable in whole, Lessor shall at its own expense cause such damage to be repaired, and the rent shall be abated only for the period of interruption. If the premises shall be rendered reasonably unlesseeable in whole or in part by reason of such occurrence the Lessee may, at its election, terminate this lease and the tenancy hereby created by giving to Lessee within ninety (90) days following the date of

said occurrence, written notice of Lessee's election so to do and in event of such termination rent shall be adjusted as of such date, and any prepaid rent shall be reimbursed to Lessee.

ARTICLE 35 -- Condemnation

If the whole of the leased premise shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid to that date and Lessee shall have no claim against Lessor nor the condemning authority for the value of any unexpired term of this Lease.

If any part of the leased premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of Lessee, or in the reasonable opinion of Lessee, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. Lessee shall have no claim against Lessor nor the condemning authority for the value of any unexpired term of this lease and rent shall be adjusted to the date of such termination.

If the whole of the common parking areas in the Office Complex shall be acquired or condemned as aforesaid, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. In the event Lessor takes reasonable steps to provide other parking facilities, in number to the previously existing ratio between the common parking areas and the leased premises, then this Lease shall continue in full force and effect without any reduction or abatement of rent.

In the event of any condemnation, taking as aforesaid, whether whole, or partial, the Lessee shall not be entitled to any part of the award paid for such condemnation and Lessor is to receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof.

The Lessee acknowledges it has reviewed the current "condemned" status of the property and accepts the parking lot in an "as is" condition. Lessee acknowledges the deficiencies in the parking lot and access to it. Lessee is aware that Lessor may in the near future make significant changes to the parking lot, driveways, and landscaping areas of the Office Complex. Lessee understands and agrees that the access between the property immediately to the west may be closed at some point in the future. Lessee understands and agrees that Lessor may eliminate some parking stalls immediately adjacent to the leased premises. Lessor makes no representations or warranties that it can or will be successful in any attempts to remedy the parking situation.

Notwithstanding anything herein to the contrary, Lessee shall receive a refund of any prepaid rents in the event of condemnation, and shall be entitled to seek and recover the value of any tenant improvements actually provided by Lessee during the Term together with any other loss of Lessee's propert because of condemnation.

ARTICLE 36 -- Access by Lessor

Lessor or Lessor's agents shall have the right to enter leased premises at reasonable times upon reasonable notice to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Lessors may deem necessary or desirable, and Lessor shall be allowed to take all material into and upon said premises that may be required therefore without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Lessee, or otherwise. During the three months prior

to the expiration of the term of this Lease or any renewal term Lessor may exhibit the premises to prospective Lessees or purchasers, and place upon the premises the usual notices "For Lease" or "For Sale" which notices Lessee shall permit to remain present.

Lessee shall be open for business and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible to Lease the premises. Lessor or Lessor's agents may enter the premises without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligations, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part hereof, except as otherwise herein specifically provided.

If an excavation and\or construction shall be made upon land adjacent to the leased premises, or shall be authorized to be made, Lessee shall afford to the person causing or authorized to cause such excavation, license to enter upon the leased premises for the purpose of doing such work as Lessor shall deem necessary to preserve the wall or the building of which the leased premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Lessor or diminution or abatement of rent.

ARTICLE 37 -- Lessee's Property

Lessee shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the leased premises by the Lessee.

Lessor shall not be liable for any damage to the property of Lessee or of others located on the leased premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise except for Lessor's negligence or wrongful act or omissions. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or snow or leaks from any part of the leased premises or from the pipes, appliances of plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature except for Lessor's negligence or wrongful acts or omissions. Lessor shall not be liable for any such damage caused by other lessees or persons in the leased premises, occupants of adjacent property, of the Office Complex, or the public, or caused by operation in construction of any private, public, or quasi-public work. All property of Lessee kept or stored on the leased premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carrier.

ARTICLE 38 -- Waiver

The waiver by Lessor or any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach, at the time of Lessor's acceptance of such rent. Subsequent breaches of this Lease by Lessee shall be deemed to have not been waived by Lessor unless such waiver is in writing by Lessor.

ARTICLE 39 -- Accord and Satisfaction

No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this lease.

ARTICLE 40 -- Entire Agreement

This Lease and Exhibits, and Rider if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

Notwithstanding anything herein to the contrary, wherever the consent or approval of Lessor is required, Lessor's approval or consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 41 -- No Partnership

Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint venturer or member of a joint enterprise with Lessee.

Deleted: Any provision of this Lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be so measured and ascertained.

ARTICLE 42 -- Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of the Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provision of this section shall not operate to excuse Lessee from prompt payment of rent, additional rent or any other payments required by the terms of this lease.

ARTICLE 43 -- Notice

Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified mail postage prepaid and shall be addressed (a) if to Lessor at the address set forth in Article 5 hereof or at such other address as Lessor may designate by written notice and (b) if to Lessee at the leased premises or at such other address as Lessee shall designate by written notice.

ARTICLE 44 -- Lessee Defined

The word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee or Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Lessor or Lessee shall be deemed a proper reference even though Lessor or Lessee may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provision of this lease apply in the plural sense

where there is more than one Lessor or Lessee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

ARTICLE 45 -- Brokers Commission

Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this lease, except as listed below, and each of the parties agree to indemnify the other against, hold it harmless from, all liabilities arising from any such claim, (including without limitation, the cost of counsel fees in connection therewith) except as follows: None

Article 46 -- Captions and Section Numbers

The captions, article numbers, and index appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or contents of this Lease, nor in any way affect this Lease.

ARTICLE 47 -- Partial Invalidity

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

ARTICLE 48-- Execution of Lease

The submission of this Lease for examination does not constitute a reservation of or option for the leased premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Lessor and Lessee.

ARTICLE 49 -- Security Deposit

Lessee shall, upon execution of this lease, deposit with Lessor the sum of $3,025.00. Lessee agrees that if Lessee shall fail to pay the rent herein reserved promptly when due, said deposit may, at the option of the Lessor (but Lessor shall not be required to) be applied to any rent due and unpaid, and if the Lessee violates any of the other terms, covenants and conditions of this Lease, said deposit shall be applied to any damages suffered by Lessor, as a result of Lessee's default, to the extent of the amount of the damages suffered.

Nothing contained in this Article 52 shall in any way diminish or be construed as waiving any of the Lessor's other remedies as provided herein, or by law and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, then Lessee shall, on the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security deposit to its original amount, and Lessee's failure to do so within fifteen (15) days after receipt of such demand, shall constitute a breach of this lease. Should Lessee comply with all of the terms, covenants, and conditions of this lease and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Lessee to Lessor hereunder, said security deposit shall be returned in full to Lessee at the end of the term of this lease.

ARTICLE 50 -- Compliance with Government Regulations

(a) Lessee shall, at Lessee's sole cost and expense, comply with all requirements of all county, municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal ordinances and state and federal statutes and regulations in force or which may hereafter be in force. Lessee shall also, at its sole cost and expense, obtain all requisite licenses and permits necessary to conduct the business described in ARTICLE 3 above. Lessor shall reasonably assist Lessee in obtaining such licenses or permits; provided, however, that Lessee shall promptly reimburse Lessor for all reasonable costs and expenses including attorneys' fees incurred by Lessor in so assisting Lessee. If, after receiving written notice from Lessor or from a county, municipal, state or federal authority, of infractions of or failure to meet any requirement of any such authority, Lessee refuses or neglects to comply with such requirement, Lessor may, at its sole discretion and without waiving any other rights and remedies to which it may be entitled, enter the Premises and make such repairs or take any other action necessary to achieve such compliance on Lessee's behalf, and Lessee hereby waives any right to claim or bring any action at law for damages against Lessor based upon any injury or loss resulting from Lessor's action hereunder. Lessee further agrees to pay Lessor's costs for making such repairs or taking any other action, plus any tax thereon, upon receipt of a bill therefore from Lessor.

(b) Without limiting the foregoing, Lessee shall comply with all governmental rules and regulations pertaining to hazardous or toxic substances and the sale or storage thereof, and further agrees as follows:

(1) Lessee shall not violate any federal, state (including but not limited to Utah Code Annotated Section 26-14e-101 et seq (1953 as amended) relating to Underground Storage Tanks), or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property including, but not limited to, soil and groundwater or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials,("Hazardous Materials"). Hazardous Materials shall include, but shall not be limited to, substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C Sec 9601-9657, the Hazardous Materials Transportation Act of 1975, 49 U.S.C. Sec 1801-1812, and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sec 6901-6987.

(2) Lessee shall not release or threaten release of hazardous wastes on, from, or under the Property, except as may have previously been disclosed to and consented by Lessor in writing.

(3) Lessee shall immediately advise Lessor in writing of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any applicable federal, state, or local laws, ordinances, or regulations relating to any Hazardous Materials affecting the Property, and (ii) all claims made or threatened by any third party against Lessee in regard to the Property relating to damage, contribution, cost recovery compensation, loss, or injury resulting from any Hazardous Materials.

(4) Lessee's agreement under this subparagraph (b) shall survive any foreclosure of Lessee's interests in the Property.

ARTICLE 51 -- Recording

Lessee shall not record this Lease without the written consent of Lessor; however, upon the request of either party hereto the other party shall join in the execution of a memorandum of so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease

shall describe the parties, the leased premises, and term of this Lease and shall incorporate this Lease by reference.

FOR LESSOR:

FARMINGTON CITY CORP

_____

Its: _____

FOR LESSEE:

CRS CONSULTING ENGINEERS, INC.
Dba CALDWELL RICHARDS SORENSEN

_____

Its:_____

EXHIBIT A
EXECUTED MEMORANDUM OF UNDERSTANDING

EXHIBIT B
LEASED PREMISES

*All Ground surrounding the buildings are considered Common Area

Drawing to be added showing the premises and parking areas

EXHIBIT C
CONSTRUCTION PLANS AND SPECIFICATIONS

The office space covered under this Lease requires substantial improvement prior to Lessee taking occupancy. The parties agree that the costs of completing these improvements are the liability of Lessor. Lessor shall review and approve, in its sole and complete discretion such plans, if any, as and when submitted to the Lessor for approval.

1. The proposal from the contractor to complete the improvements is $205, 336 (See Exhibit C).
2. Lessee agrees to make payment in full to the contractor.
3. Lessor agrees to reimburse Lessee in full for any costs incurred to complete the improvements in the form of credits against rent due, according to the payment schedule below:

Payment Schedule			
	Total Rent	Annual Cash Paid	Credit for Buildout
Year 1	$ 54,054	$ 12,987	$ 41,067
Year 2	$ 54,054	$ 12,987	$ 41,067
Year 3	$ 54,054	$ 12,987	$ 41,067
Year 4	$ 54,054	$ 12,987	$ 41,067
Year 5	$ 54,054	$ 12,987	$ 41,067
Totals		$ 64,934	$ 205,336

4. The payment schedule shall be adjusted for any differences between the actual costs incurred and the proposal amount, if any, such that the total credit received by Lessee is equal to the actual costs. Annual cash payments shall be made monthly in 12 equal amounts.

EXHIBIT D
IMPROVEMENTS

Lessee shall install in the premises the following items:

1. Any computer wiring required for its use.
2. Any telephone equipment and stations for its use.
3. Computer Server equipment
4. Any security systems and alarms, designed, and installed by outside Vendor.

EXHIBIT E
MONTHLY RENT ADDENDUM
(To be attached to and made part of Lease Agreement)

THIS MONTHLY RENT ADDENDUM is made this ____ day of _____, 2010, between **FARMINGTON CITY CORP** (Lessor) and **CRS CONSULTING ENGINEERS INCORPORATED** a Utah Limited Liability Corporation **dba CALDWELL RICHARDS SORENSEN** (Lessee).

WITNESSETH:

WHEREAS, by Lease dated the ____ day of _____, 20xx, between the parties hereto (the "Lease"), Landlord demised and leased to Tenant and Tenant leased and took from Landlord for the Lease Term and upon the terms and conditions set forth therein the Premises situated in a building located at 160 S. Main, Farmington, Utah in Davis County, State of Utah, said Premises being more particularly designated in the Lease; and

WHEREAS, the parties hereto wish to confirm and memorialize certain points under the Lease.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. All terms and words of art used herein, as indicated by the initial capitalization thereof, have the same respective meanings designated for such terms and words of art in the Lease.

2. The Rental Commencement Date (i.e., the commencement of the initial four-year Lease Term) is __, 20xx. The initial five (5) year Lease Term shall expire at midnight on _____, unless sooner terminated or extended as provided in the Lease.

3. The final finished square footage of the Building, which is the basis for calculating Base Rent, is 3,xxx SF_____.

4. The monthly Base Rent is $_____.

5. The monthly credit against rent is $_____.

6. The monthly rent payment due is (line 4 less line 5) $_____.

*Signatures on the following page

*Signature Page for "Base Rent Addendum"

IN WITNESS WHEREOF, the parties here to have caused this Base Rent Addendum as of the day and year first above written.

LESSOR:

Farmington City

By:_____
Xxxxx xxxxxx

Lessee:

CRS CONSULTING ENGINEERS, INC.
a Utah Limited Liability Corporation
Dba CALDWELL RICHARDS SORENSEN

By:_____
Paul Hirst, President

EXHIBIT F
COMMON AREA RULES AND REGULATIONS

These are the rules governing use by Lessee of key common areas:

Conference Room #2 (main conference room on Second Floor)

1. Use of the conference Room by either Lessor or Lessee shall be by appointment
2. Scheduling will be by the Farmington City receptionist.
3. Conflicts will be resolved by the City Manager
4. Reasonable Availability for CRS, staff functions and client meetings requiring 4 to 8 hours per week.

Kitchen

1. Kitchen may be used by Lessee at will unless specifically requested by Lessee otherwise, including for lunches, mid-day breaks, etc.
2. Use of appliances shall be on a shared basis
3. Lessee shall make reasonable effort to maintain a clean area after use.

Agenda Item 15

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

SUBJECT: Right-of-Way License Agreements for other Public Entities using City Streets - 1st Reading

ACTION TO BE CONSIDERED:

1. Conceptual approval of the form of the agreements.

2. Direct the new City Manager to meet with representatives from the jurisdictions using the right-of-way to secure the necessary license agreements.

GENERAL INFORMATION:

See enclosed License Agreement form 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.

Max Forbush

From: Lisa Romney [lromney@mhlaw.net]
Sent: Friday, October 29, 2010 2:05 PM
To: mforbush@farmington.utah.gov
Subject: ROW License Agreement

Max, attached is a first draft of the proposed ROW License Agreement for use with public or governmental entities with facilities located within the City's rights-of-way, such as water and sewer districts. This Agreement is intended to comply with Section 8-2-103.1 of the Farmington City Ordinances which requires any person, governmental entity or utility desiring to construct, maintain, repair, operate or use any improvements or facilities to be located within any right-of-way to obtain a license or other acceptable rights-of-way use or license agreement with the City authorizing the use of its Rights-of-Way for such improvements or facilities. Please review this draft and call me at your convenience to talk about the same. I will work on a cover letter to send to covered entities regarding the Agreement and the City's requirements for location and installation of facilities within its rights-of-way.

As you review this Agreement, you may want to think about the following issues:

1. Should this Agreement cover PUEs? As currently drafted, the definition of ROW in Section 2 includes PUEs.
2. Do we want a specified term? Section 6 currently provides a 10 year term with right to extend for successive terms.
3. Reservation of right to charge management fee in Section 7.
4. Section 9 limits license to underground facilities. We may want to add a provision for manholes or other above-ground or surface mounted facilities.
5. Are there any other federal, state or city regulations or standards you want to reference in Section 17?
6. Do you want to require a bond. I have not required one as provided in Section 18. Your excavation permit ordinance says that bonds can addressed in the license agreement for public entities. So, if you want a bond from these entities, we should address it in this Agreement.

Lisa G. Romney
Mazuran & Hayes, P.C.
2118 East 3900 South, Suite 300
Salt Lake City, UT 84124
Telephone: (801) 272-8998
Facsimile: (801) 272-1551
Email: Lromney@mhlaw.net

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FARMINGTON CITY RIGHTS-OF-WAY
LICENSE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

2. **Definition of Rights-of-Way.** For purposes of this License, the term Rights-of-Way shall mean and include all municipal streets, roads, lanes, sidewalks and easements within the City that are under the jurisdiction and control of the City and have been specifically dedicated for public use. Rights-of-Way may include public utility easements within the City wherein the City has acquired the right and authority to locate or permit the location of utilities consistent and compatible with Licensee's Facilities. Rights-of-Way shall not include any real or personal property of the City that is not specifically described herein and shall not include City parks, trails, bike paths, buildings and other structures or improvements, regardless of whether they are situated within the public right-of-way.

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

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

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

rights-of-way. Licensee's authority to use and occupy the Rights-of-Way, as granted herein, is nonexclusive and the City reserves the right and authority to use of the Rights-of-Way for itself and other entities granted the authority to utilize the Rights-of-Way.

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

7. **License Fee or Tax.** The City does not currently charge a license fee to licensees under the terms and conditions of this License; provided, the City reserves the right to adopt such fees in the future, subject to and to the extent permitted by law. Nothing herein shall limit the City's authority in impose a tax or fee: (1) to recover the management costs of the City imposed in accordance with *Utah Code Ann.* § 72-7-102, as amended; (2) related to excavation, construction, or installation of Licensee's Facilities; or (3) otherwise permitted by law. Any tax or fee imposed by the City as provided herein shall be adopted by ordinance or resolution and shall be imposed on a competitively neutral basis. The City shall provide ninety (90) days' notice of any license fees to be imposed pursuant to this Section.

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

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

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

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

12. **Prior Approval.** Prior to construction or alteration of the Facilities, or any portion thereof, Licensee shall in each case, file plans with the City's Public Works Department and receive written approval of such plans, which approval by the City shall not be unreasonably withheld. Issuance of an excavation, construction, or similar permit as required by City Ordinance, shall constitute such written approval.

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

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

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

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

17. **Compliance with Laws.** Licensee shall comply with all applicable federal, state and local laws regarding the installation, maintenance and operation of Licensee's Facilities, including, but not limited to, any applicable City Ordinances regarding installation, repair, or work within the Rights-of-Way. Licensee shall comply with the terms of any lawfully adopted generally applicable local ordinance, including,

but not limited to the City's Excavation Permit Ordinance, and any ordinances adopted pursuant to the City's police power. All work performed in the Rights-of-Way shall conform to the requirements of the Farmington City Standards and Specifications, as adopted by the City.

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

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

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

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

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

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

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

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

26. **Alternative Remedies.** Neither the existence of other remedies identified in this License nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violation by the Licensee, or

judicial enforcement of the Licensee's obligations by means of specific performance, injunction, or any other judicial remedy at law or in equity.

27. **Failure to Enforce Not a Waiver.** Licensee shall not be excused or relieved from complying with any of the terms and conditions of this License by any failure of the City, or its officers, representatives, agents or employees, to seek compliance or enforcement of such terms and conditions. The failure of the City to exercise a particular remedy at any time shall not waive the City's right to terminate, assess penalties, or assert any other remedy at law or in equity for that or any future breach or default by the Licensee.

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

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

Farmington City

Attn: City Manager

160 South Main Street

Farmington, Utah 84025

With a copy to:

Mazuran & Hayes, P.C.

Attn: Farmington City Attorney

2118 East 3900 South, Suite 300

Salt Lake City, Utah 84124

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

_____

_____

_____

_____

With a copy to:

_____

_____

_____

_____

29. **Attorneys' Fees.** In the event either party brings legal action against the other party or such party's bonding company or insurance carriers to compel performance of or to recover for breach of any covenant, agreement, or condition contained in this License, or for damages, the prevailing party shall be entitled to such reasonable attorneys' fees as are fixed by the judge of the court in which such action is brought.

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

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

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

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

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

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

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

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

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

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

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

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

"CITY"

Farmington City

By: _____

Its: _____

ATTEST:

_____
City Recorder

"LICENSEE"

_____

By: _____

Its: _____

LICENSEE ACKNOWLEDGMENT

[To be added depending on entity type]

November 1, 2010

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

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

Dear [Contact Name]:

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

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

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

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

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

Sincerely,

Max Forbush
Farmington City Manager

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

Agenda Item 16

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

S U B J E C T: Approval of Water Conservation Plan

ACTION TO BE CONSIDERED:

Minute motion approving the plan.

GENERAL INFORMATION:

See enclosed plan.

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
Water Conservation Plan
Five Year Update

2010

CALDWELL | RICHARDS | SORENSEN

ANSWERS TO INFRASTRUCTURE™

TABLE OF CONTENTS

Introduction 1

Description of Farmington and the Farmington Water System 1

Inventory of Water Resources 2

Secondary Water 2

Water Budgets 3

Present Water Use and Future Needs 3

Water Problems, Conservation Measures and Goals 6

Current Conservation Measures 6

Water Conservation Goals 6

Current Pricing Structure 9

Additional Conservation Measures 9

Continued Effort to Connect Customers to Secondary Irrigation Water 9

Continuing Education on Water Conservation 10

Ordinance Enactment 10

Modifying City Landscaping and Watering Policies 12

Perform a System Wide Water Audit 12

Cost Analysis 12

APPENDIX

Farmington City Resolution No. XXXXX: *Adopting the Farmington City Water Conservation Plan*

INTRODUCTION

In 2005 the City of Farmington adopted a Water Conservation Plan. This is the 5 year update that is required by the Water Conservation Plan Act (House Bill 153) and revised by House Bill 71 in 2004. This 5 year update has been prepared in order to address the rapid growth and the unexpected changes that have accompanied growth along the Wasatch Front and more particularly in Farmington. This update is meant to aide the City in more clearly evaluating the success in achieving its goals since 2005 and adjusting and re-setting goals for the future with respect to water conservation. This plan will help the City to continue to extend its conservation efforts in order to ensure sustainable supplies for it citizens in the future.

DESCRIPTION OF FARMINGTON & THE FARMINGTON WATER SYSTEM

The City of Farmington is located in Davis County, Utah, approximately half way between Salt Lake City and Ogden. It is bounded by Kaysville and Fruit Heights on the north, the Wasatch Mountains on the east, Centerville on the south and the Great Salt Lake to the west.

Over the last decade, the City has experienced significant growth. Because of its close access to Salt Lake City as well as the small town atmosphere of the community, this growth is expected to continue into the future as new areas are opened for residential and non-residential development in the city. While drought conditions have eased over the last five years, the City has experienced some complications with a number of its wells which have placed a significant strain on the system. These complications have accentuated the need for the community to actively plan for the City's water supply needs in conjunction with this growth as well as address methods that can be used to conserve water.

The city of Farmington encompasses 6,100 acres of land. The latest estimated population is approaching 18, 000.

At buildout (when all residential and commercial land have been developed), Farmington expects a population of 24,700. Population within the city grew at a rate in excess of a 3% annually from 1995 to 2007. Since 2007 the growth rate has been closer to 2%. This compares to the Davis County average of 2.3% for the same period.

Inventory of Water Resources

The City currently has three operating wells and is in the process of drilling a new well in order to ensure continued adequate supply. The City has adequate rights to operate all of its existing wells and the new well at its preliminary design production rate. In addition to these wells, the City maintains a long-term contract with the Weber Basin Water

Conservancy District for an annual supply of an additional 501 acre-feet of water on a "take-or-pay" basis. This water can be taken at any rate up to 1,000 gpm.

According to Division of Drinking Water Rule R309-510, as a minimum, the City is required to have water sources and contracted supplies adequate to supply 0.45 acre-feet (146,000 gallons) of water per year for each equivalent residential connection (ERC), excluding irrigation needs. This rule also requires a peak day source capacity of 800 gallons per day per ERC. Based on an estimated total of 4,500 ERCs in 2009, this amounted to a minimum required peak day demand of 3.6 million gallons per day (mgd) or a total annual supply of 2,016 acre feet. This compares with Farmington's actual ten year average peak day use of 2.33 mgd in July and actual 2009 usage of 2,054 acre feet (see Figure 1). Thus, Farmington's proven water supplies of 3,630 acre-feet per year exceed their 2009 use by more than 75%. The production capacity of all of the City's sources is 5.56 mgd, which exceeds the to year average by more than 100%.

Using a peak day demand of 2.33 mgd (from the ten year data noted above) for indoor and outdoor use, peak day demand would be 1,616 gallons per minute (gpm). Farmington currently has three (3) wells and a contract for water from Weber Basin Water Conservancy District to supply water to the community. These sources are capable of providing average and peak flows of 2,561 and 3,860 gpm, respectively, as shown in the Table 1 below.

Table 1
Farmington Water Source Average and Peak Flow Rates

Source	Average Flow (gpm)	Peak Flow (gpm)	*Annual Production (af-yr)
Well #1	1500	1800	2420
Well #2	600	800	968
Well #C5	150	260	242
Weber Basin	311	1000	502
Total	**2561**	**3860**	**3629**

***Annual Production is calculated based on the average flows throughout the year.**

While these sources are adequate at the present time, the City is currently preparing to drill a new well to ensure ongoing adequate peak day supply as the City is expecting significant commercial development in the next few years.

Secondary Water

Secondary water is available to over 95% of the area within the City of Farmington. It is supplied by two independent agencies: the Farmington Area Pressurized Irrigation District (FAPID) and Weber Basin Water Conservancy District (WBWCD). These two suppliers have adequate supplies available to provide irrigation to all land within their respective service areas. As future development occurs, water from these sources will be available to serve all irrigation needs.

Currently within the City, no new development is allowed without making connection to one of the secondary water systems available. Still, as can be seen from Figure 1, the City's water use suggests that a number of residents continue to irrigate using the City culinary water system.

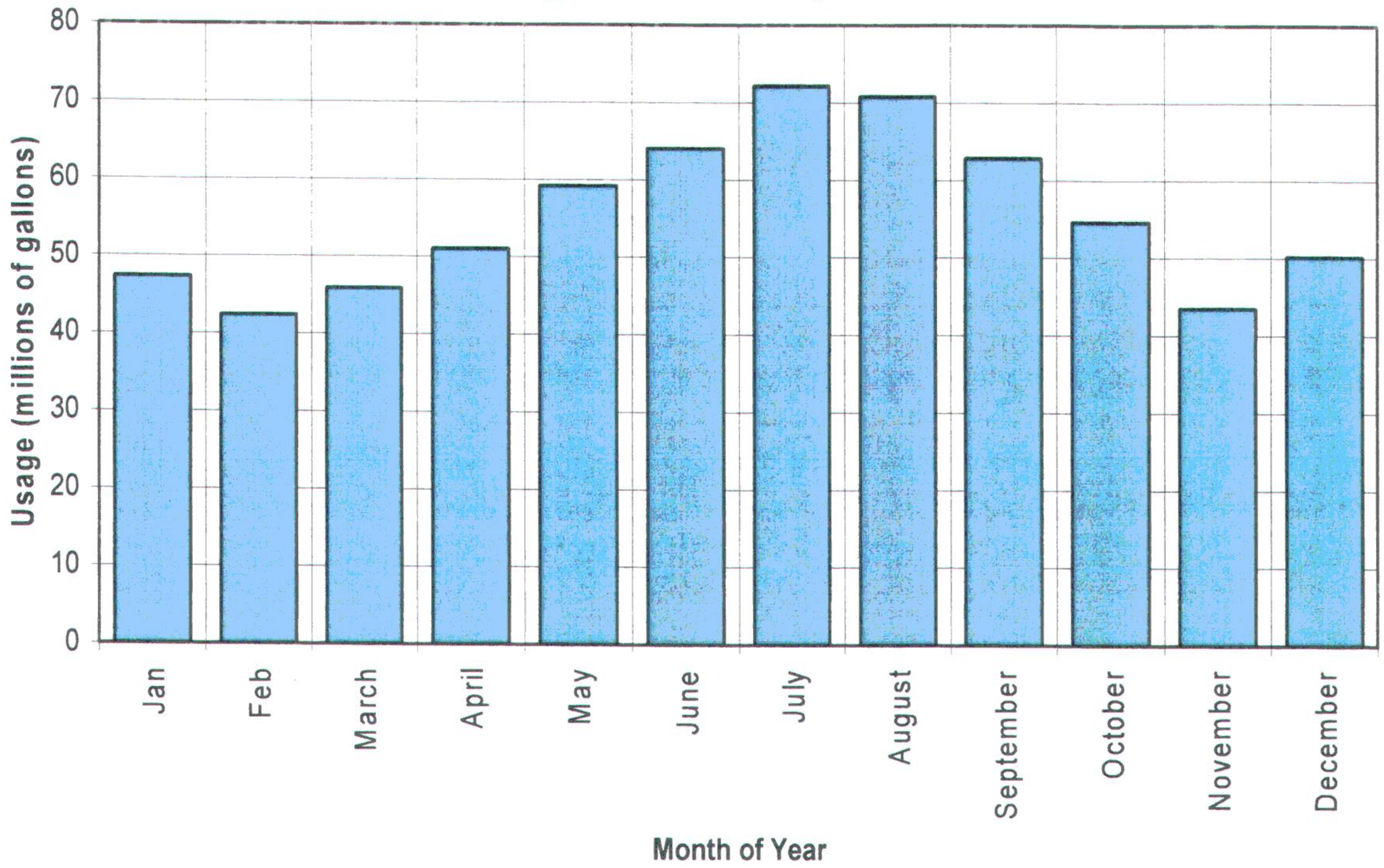
Water Budgets

In 2009 a study was completed to determine if the existing rate structure was adequate to cover all of the costs of the water system. It was determined that the rate structure was not adequate and a new rate structure was adopted in the Spring of 2010. This structure is presented in another portion of this report, and currently meets the revenue needs of the water department.

Present Water Use and Future Needs

Based on an estimated population of 17,136 for 2007, residents used approximately 145 gallons per capita per day (gpcd). This compared to the statewide average of 243 gpcd and the nationwide average of 184 gpcd (note: state and national consumption rates include secondary use). The lower rates for Farmington City reflect the fact that a secondary water system is available for approx. 80% of the current residents. Figure 1 shows the average culinary water usage by month for the years 2000 through 2010.

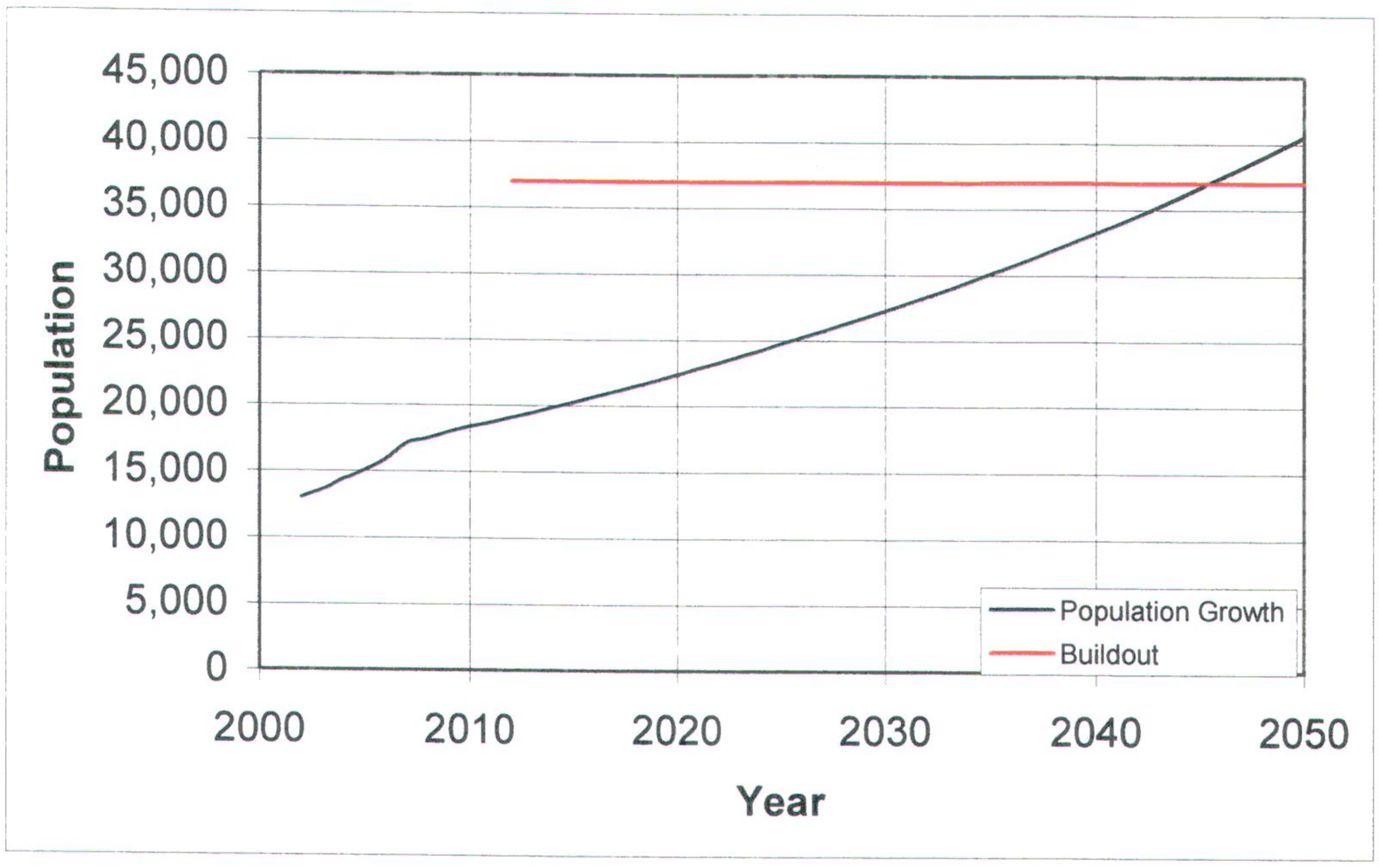
Figure 1.
Average Water Use by Month



As Figure 1 shows, peak water consumption in the summer is approximately 60% more than the average winter use. This reflects the fact that some residents still use the culinary water system for summer irrigation, and other recreation uses.

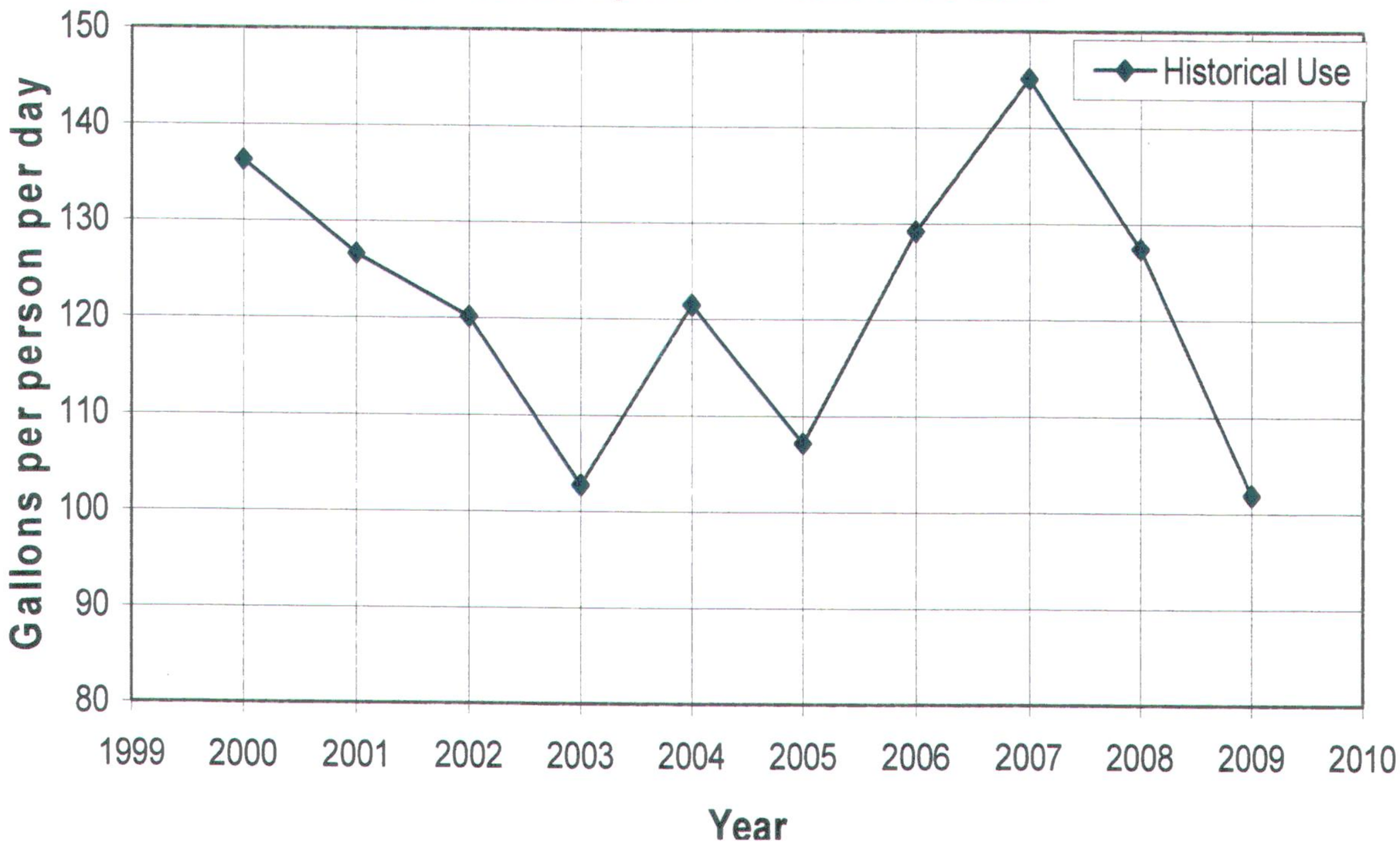
Based on the 2000 census and building permits issued, the population of the City grew at a rate of approximately 4.5% per year until the economic downturn in 2007. Since this time, growth has slowed to a more manageable rate of approximately 1.5-2%. Figure 2 shows the projected population if the growth continues to grow at 2% through the year 2020. When the economy begins to regain strength this rate may increase again as the City still has large amounts of undeveloped land. It should be noted that the actual population may vary considerably from these numbers based on many factors not considered here.

Figure 2. Projected Population Growth



Daily water consumption per resident for the years 2000 through 2009 is shown in Figure 3.

Figure 3
Water Consumption for Years 2000-2009



WATER PROBLEMS, CONSERVATION MEASURES AND GOALS

Water Problems

As seen in Figure 3, conservation efforts were most effective in 2002-2005. A large increase to the peak of 145 gallons per capita daily (gpcd) was seen in 2007. Following the economic downturn, water use has reached its lowest point at 102 gpcd in 2009. There is a concern that as the economy recovers the use will increase as well. An increased effort will be required to continue conservation success seen in the 2002 to 2005 period.

The City currently has no problems associated with either the delivery of water throughout the community or with adequacy of supply. As further development takes place, the effectiveness of conservation measures in place as well as those being developed will have to be balanced against demand to ensure continued delivery of this resource.

Water Conservation Goal Evaluation

Per capita water usage data show that the leaders and residents of Farmington had been able to reduce culinary water use. In light of the additional conservation measures that are available to the City, the following goals have been identified:

1. **Over the next five years, maintain the the per capita consumption levels.** The goal in the last water conservation plan was to decrease water consumption to 105 gpcd. This goal was achieved in the 2009. However as recent as 2007 the daily consumptive use was as high as 145 gpcd. It is likely that this drastic decrease in water consumption is due in part to the declining economy. It is therefore proposed that the goal for the City be to maintain a consumption of 105 gpcd as the economy recovers.

2. **Maintain a financially viable water utility.** While the water pricing structure currently encourages conservation, it is critical that the City maintain a level of revenue that will not result in a shortfall. In order to fulfill this goal, the City adopted a new rate structure for water in the summer of 2010. This rate structure, outlined in the current conservation measures section of this report is designed to produce adequate revenue to cover all costs to the City for providing, operating and maintaining the water system. This has become more of a challenge as more of the cost shifts from growth related problems to repairing and replacing infrastructure which is not covered in impact fees.

3. **Continue to provide parks and other common space that is attractively landscaped and will continue to make Farmington a pleasant community to live in.** For future landscape development, architects and developers will be encouraged to provide attractive, useful spaces while considering water conservation using more water efficient plantings and irrigation techniques.

4. Develop a plan for monitoring any waste of culinary water by 2015 and a plan for monitoring culinary water usage by the same deadline. This goal was originally planned for completion in 2007. This has not been completed, but the City is already planning for metering adjustments to be able to measure the impacts of certain commercial connections.

5. Continue to promote a partnership and plan with the Farmington Area Pressurized Irrigation District and Weber Basin Water Conservancy District encouraging them to continue to enact measurable goals for reduction of irrigation water within Farmington by the end of 2015. Cooperate with FAPID and WBWCD in promoting irrigation water conservation by using the City's Newsletter, utility billing stuffers, and the City's website.

Table 3 shows the projected population growth and the impact of the proposed conservation measures and goals on per capita water use. The original emphasis was just before the decline in per capita use in 2003 in 2005.

Table 3
Water Demand Projections

Year	[a]Population	[b]ERC's	[a]Water Usage/Projections			[f]Per Capita Use (GPD)	Required Source	
			[c,e]AF/Yr	[d,e]MG/Yr	[d,e]MGD		[g]Peak Day Demands (MGD)	[h]Average Yearly Demand (AF)
2000	12,197	3049	1861.6	606.60	1.66	136	2.44	1366.06
2001	12,536	3134	1778.4	579.49	1.59	127	2.51	1404.03
2002	13,042	3261	1755.5	572.03	1.57	120	2.61	1460.70
2003	13,583	3396	1563.5	509.47	1.40	103	2.72	1521.30
2004	14,402	3601	1960.4	638.80	1.75	122	2.88	1613.02
2005	15,076	3769	1809.7	589.69	1.62	107	3.02	1688.51
2006	15,916	3979	2303.7	750.66	2.06	129	3.18	1782.59
2007	17,136	4284	2785.4	907.63	2.49	145	3.43	1919.23
2008	17,500	4375	2498.1	814.01	2.23	127	3.50	1960.00
2009	18,000	4500	2054.1	669.33	1.83	102	3.60	2016.00
2010	18,360	4590	2159.4	703.65	1.93	105	3.67	2056.32
2011	18,727	4682	2202.6	717.72	1.97	105	3.75	2097.45
2012	19,102	4775	2246.7	732.07	2.01	105	3.82	2139.40
2013	19,484	4871	2291.6	746.72	2.05	105	3.90	2182.18
2014	19,873	4968	2337.4	761.65	2.09	105	3.97	2225.83
2015	20,271	5068	2384.2	776.88	2.13	105	4.05	2270.34
2016	20,676	5169	2431.8	792.42	2.17	105	4.14	2315.75
2017	21,090	5272	2480.5	808.27	2.21	105	4.22	2362.07
2018	21,512	5378	2530.1	824.43	2.26	105	4.30	2409.31
2019	21,942	5485	2580.7	840.92	2.30	105	4.39	2457.49
2020	22,381	5595	2632.3	857.74	2.35	105	4.48	2506.64

a) Observed values through 2007, Estimated values through 2010 and Projected Values through 2020
b) ERC's are calculated based on 4 people per household
c) Historical numbers are from the Water use reports, projected use is based on the average of .55 a-f/yr per connection
d) This number is calculated from acre-foot usage
e) Years beyond 2010 are calculated based on the City's goal of 105 gpcd
f) Use beyond 2010 is based on goal of 105 gpcd
g) Calculated based on State requirement of 800 gpd per household connection for indoor use
h) Calculated based on State requirement of 0.448 acre-feet (146,000 gal) per household connection

update

CURRENT PRICING STRUCTURE

Secondary Water for Irrigation: Currently, all new development is required to have a connection to a secondary water system for irrigation. Over 95% of the area within the City is served by secondary water.

Culinary Water Rate Structure: As shown below, the City has adopted a stepped rate structure that encourages conservation. The rates for residential users is shown below.

Quantity Used	Price
0 to 5,000 gallons per month	$ 13.50
6,000 to 13,000 gallons per month	1.65 per 1,000
14,000 to 24,000 gallons per month	1.95 per 1,000
25,000 to 49,000 gallons per month	2.20 per 1,000
50,000 or more	2.40 per 1,000

This rate schedule was adopted and put in place in the summer of 2010. It provides for increasing rates as the water usage increases, acting as an incentive to both conserve the culinary water and to encourage connection to and use of secondary water sources for irrigation.

Based on the current usage patterns and trends, no further adjustments in this rate schedule are foreseen at this time.

ADDITIONAL CONSERVATION MEASURES

The City of Farmington has reached the goal of further reducing culinary water use by 5% since 2005. This is above and beyond the 20% reduction that has been achieved prior to 2005. To maintain this use rate as the economy recovers, additional water conservation measures will be necessary. These measures are identified below.

1. *Continue Effort to Connect Customers to Secondary Irrigation Water*

It is estimated that approximately 20% of Farmington's customers use culinary water for outside irrigation. Through continuing education and the higher Conservation Rate charges to water bills, customers will be encouraged to establish and use secondary water connections.

The City will work closely with the Farmington Area Pressurized Irrigation District (FAPID) and the Weber Basin Water Conservancy District (WBWCD) to conserve the use of irrigation water. Each of these Districts has active conservation programs. For example, both Districts prohibit watering between the hours of 10 AM to 6 PM on any day of the week. Both District's publish watering guides from the Utah State University Extension service. Additionally, FAPID has in the past

established mandatory conservation measures and has a strict enforcement policy for violators of their conservation policies.

2. *Continuing Education on Water Conservation*

Educating customers on the wise use of water is an ongoing process that will be implemented by the City. There are many sources of information and assistance available to help with this process. There are several water use areas where the City, residential, and non-residential users can make changes to improve water use efficiency. Some of the more significant include:

- Re-evaluate the current water rate structure every two years to ensure that it is still adequate to fund the system
- Identifying and fixing leaks
- Replacing old toilets and washing machines
- Landscaping with water wise plants
- Proper Irrigation system design
- Proper Irrigation practices

To further water education, the City will continue including flyers or water conservation tips with monthly billings and publishing water conservation articles in the City's Newsletter. This may include listing available information sources and water conservation web sites such as the Division of Water Resources (www.conservation.utah.gov/), the location of water wise demonstration gardens, Utah State Botanical Garden, etc.

Examples of tips and suggestions for improved water use efficiency that may be included on bills are listed below.

Outdoor Water Use

- Water landscape only as much as required by the type of landscape, and the specific weather patterns of your area, including cutting back on watering times in the spring and fall.
- Do not water on hot, sunny, and/or windy days. You may actually end up doing more harm than good to your landscape, as well as wasting a significant amount of water.
- Wash your car from a bucket of soapy (biodegradable) water and rinse while parked on or near the grass or landscape so that all the water running off goes to beneficial use instead of running down the gutter to waste.
- Check for and repair leaks in all pipes, hoses, faucets, couplings. valves, etc. Verify there are no leaks by turning everything off and checking your

water meter to see if it is still running. Some underground leaks my not be visible due to draining off into storm drains, ditches, or traveling outside your property.

- Use mulch around trees and shrubs, as well as in your garden to retain as much moisture as possible. Areas with drip systems will use much less water, particularly during hot, dry and windy conditions.
- Keep your lawn well trimmed and all other landscaped areas free of weeds to reduce overall water needs of your yard.

Indoor Water Use

About two-thirds of the total water use in a household is used in the bathroom. Concentrate on reducing your bathroom use first. Following are suggestions for this specific area:

- Do not use your toilet as a wastebasket. Put all tissues, wrappers, diapers, cigarette butts, etc. In the trashcan.
- Check the toilet for leaks. Is the water level too high? Put a few drops of food coloring in the tank. If the bowl water becomes colored without flushing, there is a leak.
- If you do not have a low volume flush toilet, put a plastic bottle full of sand and water to reduce the amount of water used per flush. However, be careful not to over conserve to the point of having to flush twice to make the toilet work. Also, be sure the containers used do not interfere with the flushing mechanism.
- Take short showers with the water turned up only as much as necessary. Turn the shower off while soaping up or shampooing. Install low flow showerheads and/or other flow restriction devices.
- Do not let the water run while shaving or brushing your teeth. Fill the sink or a glass instead.
- When doing laundry, make sure you always wash a full load or adjust the water level appropriately if your machine will do that. Most machines use 40 gallons or more for each load, whether it is two socks or a week's worth of clothes.
- Repair any leak within the household. Even a minor slow drip can waste up to 15 to 20 gallons of water a day.
- Know where your main shutoff valve is and make sure that it works, Shutting the water off yourself when a pipe breaks or a leak occurs will not only save water, but also eliminate or minimize damage to your personal property.

- Keep a jar of water in the refrigerator for a cold drink instead of running water from the tap until it gets cold. You are putting several glasses of water down the drain for one cold drink.
- Plug the sink when rinsing vegetables, dishes or anything else; use only a sink full of water instead of continually running water down the drain.

3. *Ordinance Enactment*

The City will consider the enactment of several possible ordinances to further water conservation. Ordinances could include, for example, the following.

a. *Lawn Watering Restrictions:* Restricting lawn watering hours between the hours of 10 AM to 6 PM on a daily basis from April 15th through October 15th annually.

b. *Low Flow Devices:* An ordinance requiring new construction and remodeling to use low flow devices

4. *Modifying City Landscaping and Watering Policies*

Landscaping and watering policies for the City would mirror the ordinances imposed for residential, commercial and institutional customers.

5. *Perform a System Wide Water Audit*

The water audit will compare total metered flow into the system with total metered flow delivered to customers. This will verify system integrity and help to identify major leaks or unaccounted for water in the system. While the cost of the system has been evaluated, inefficiencies or losses in the system have not been evaluated. Correcting these issues may lead to more revenue as well.

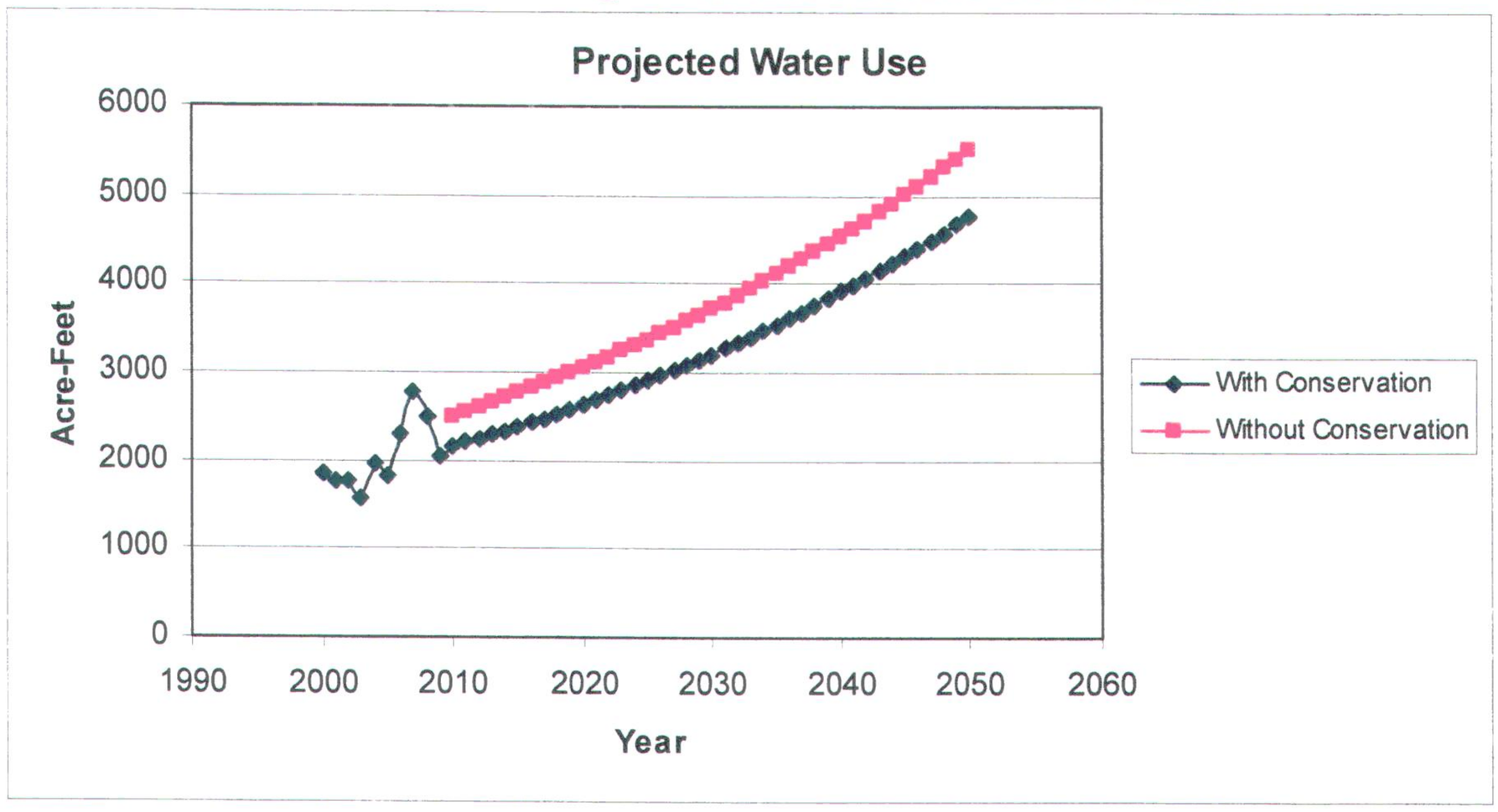
COST ANALYSIS

Currently it costs the City approximately $1.5 million per year to operate the water system. At an average annual production of approximately 2,035 acre-feet, this yields a cost of $737.00 per acre-foot. The City's new water rate structure was developed to cover the cost of operating the system as well as build a fund to prepare for larger projects and repair of infrastructure.

WATER CONSERVED

The city has used an average of 122 gpcd. The goal is to reach and maintain 105 gpcd. Figure 4 shows the difference each year between the two use rates. Based on this differential, the City would be able to conserve approximately 21,500 acre feet of water through 2050, which is equal to approximately a 4-5 year supply of water at that time.

Figure 4
Annual Water Usage With and Without Conservation



Agenda Item 17

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

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

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.

VIEWMONT HIGH SCHOOL

SCOTT TENNIS
PRINCIPAL

DAN LINFORD
ASSISTANT PRINCIPAL

JERRY STALEY
ASSISTANT PRINCIPAL

JONATHAN GOCHBERG
ASSISTANT PRINCIPAL

October 19, 2010

Dear Mayor Scott Harbertson,

Viewmont High School believes in supporting well-founded traditions that give back to our community—much like our community has generously given to Viewmont for many years.

Viewmont began such a tradition twenty-three years ago when we provided Christmas gifts for underprivileged students at Guadalupe Elementary School. Since that first year, Viewmont High School's Guadalupe fund-raiser has developed into a multi-beneficiary event; as donated funds benefit more than just Guadalupe students. Resources collected from Viewmont students and its compassionate community are also donated to the Davis County Community Foundation, local educational organizations, and members of the Viewmont community.

In order to successfully continue the long-standing tradition of supporting these organizations during the financially challenging Christmas season, our goal this year is to raise $20,000 between generous donations from Viewmont students and our community family. Your donation will ensure that the children at Guadalupe Elementary School—all of whom receive free or reduced lunch, and half of whom live in a one parent home and speak English as a second language—will receive much needed clothes and toys. Note that your donation is tax-deductible and a contribution of $250 or more will be recognized by listing your business on a plaque dedicated to this year's Guadalupe sponsors.

In this time of thoughtful giving, we look to our ever reliable community to remember and support those around us who desperately need a helping hand from a warm heart. Thank you in advance for your continued support of this wonderful Viewmont tradition.

Sincerely,

Daniel Shurtz
Student Body President
(801)-915-2467

Luke Plaizier
Student Body Vice President
(801)-755-0374

Sam Rosemann
Student Body Secretary
(801)-910-5943

Enclosure: Guadalupe Brochure, Letter from a Guadalupe Child, Remittance Envelope for your donation

120 WEST 1000 NORTH · BOUNTIFUL UTAH 84010 · 801-402-4200 · FAX: 801-402-4201 · WWW.VIEWMONT.ORG

"All of us, at some time or other need help. Whether we're giving or receiving help, each one of us has something valuable to bring to this world. That's one of the things that connects us as neighbors--in our own way, each of us is a giver and a receiver.

~Mr. Fred Rogers

Viewmont High Student Body Officers 2010-2011

Student Body President
Daniel Shurtz
Student Body Vice President
Luke Plaizier
Student Body Secretary
Sam Rosemann
Student Body Business
Brooke Matsen
Student Body Cinematography
Garrett Helgesen
Student Body Student Relations
Katelin Allen
Student Body Publicity
Kolson Ashton
Student Body Activities
Shelby Thomas
Student Body Design
Marrissa Moore

Viewmont High School

Guadalupe and other local charities.

Vikings

Voyage to Victory

Lets Row!

120 West 1000 North Bountiful, UT 84014
Phone: 801-402-4200 Fax: 801-402-4201
www.viewmont.org

Guadalupe 2009 Facts

$31,407.23 was contributed by students and community members.

- $15,000 went to Guadalupe students and their families.
- $11,400 went to the Davis county community foundation.
- $5,000 was given to the Viewmont High School community.

Every smile, every laugh, every moment of joy that we are able to give to the children at the Guadalupe school, is made possible by generous contributions from the Viewmont Student Body and its community family.

GUADALUPE AT A GLANCE

- Guadalupe school is located in Northwest Salt Lake City
- Guadalupe school is a non-profit organization
- 100% of the children are on reduced or free lunch
- 49% of the children come from families who speak English as a second language.
- 50% of the children are living in single-parent homes

GUADALUPE SCHOOLS

Guadalupe School
340 South Goshen St.
Salt Lake City , UT 84014
www.guadalpue-schools.org

My Letter to Santa!

11-21-06
date

Dear Viewmont Buddy

Hello! How are you?

My name is Diana Ramirez and I am the only girl in my family. May I have a black Key Mysterio WWE action figures because I want it for my brothers. They like WWE smack down please. It would be nice if you brought me pants, shirts and underwear please. I would like it because my mom told me because I may do not have clothes.

PLEASE!!!

shirt size - M

pant size - 8

shoe size - 1

signed Love, Diana

Girl, Age 8

Agenda Item 18

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 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 relates to pending litigation and acquisition of real property.

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

Agenda Item 19

CITY COUNCIL AGENDA

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

For Council Meeting:
November 16, 2010

Petitioner _____

SUBJECT: **Items of General Correspondence**

19-1. City Council Action List for Council Meeting held November 2, 2010. (See Tab 20.)

19-2. Correspondence to and from Max Forbush and David Wilding. David Wilding has agreed to the concept of being paid in advance to start the LOMR process that is underway. The City Manager has requested the Building Department to send him the money when the building permit contributions of $4,000 per lot has been received on the first two building permits. The City will then advance the final $4,000 to Wilding to get the work started. (See Tab 21.)

19-3. Correspondence between Kelly Weight-Allred and Bed Barrus and Max Forbush regarding street lighting in Farmington Creek Estates. (See Tab 22.)

19-4. Correspondence from Christie Baxter-Benson regarding Burke Lane deficiencies. This information has been sent to Public Works for action. (See Tab 23.)

19-5. Correspondence from Chris Hillman, President of the Utah City Managers Association, regarding Veterans' Day Survey Results. Farmington City also commemorates Veterans' Day and closes its operations on that day. (See Tab 24.)

19-6. Davis County Animal Care & Control Report. (See Tab 25.)

19-7. Letter to Kirk Schmaltz from Max Forbush regarding Davis County's share of LOMR for Farmington Creek flood plains. (See Tab 26.)

19-8. Bond reduction letter regarding Zion's Bank. (See Tab 27.)

19-9. Letter from the Davis School District from Neil Miller regarding fees. (See Tab 28.

19-10. Building Activity Report for the month of October 2010. (See Tab 29.)

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 November 2, 2010

Disposition					ACTION ITEM
Dept	Initiated	Completed	Not Started	Number	
P&R				1	Plant additional trees at Farmington Ranches Park, install bridge, benches.
Adm		X		2.	Number and file Ordinance renaming Burke Lane to Station Parkway and Red Barn Lane.
CD			X	3.	Follow up on Jared May's request to vacate portions of 1000 North Street.
	X			4.	Record Quit-Claim Deed to vacate unused right of way across Haws property. Have Haws provide legal description.
CD	X			5.	Follow through on Cory Ritz' PUE easements/related matters.
Adm		X		6.	Sign, number and file Lease Agreement with CenterCal on old Shop Building.
Adm		X		7.	Number and file PEHP Dental Insurance coverage agreement.
Adm		X		8.	Number and file ordinance regarding eminent domain action to acquire swap from Evans Family.
Adm	X			9.	Number and file Amendments to Development Agreement with Station Park.
Adm	X			10	Number and file agreement with CenterCal regarding Clark Lane re-surfacing, etc.
Adm		X		11	Number and file Resolution for pick up of member contributions to Retirement System for Fire Department.
Adm			X	12	Finalize ordinance and model agreement for Compton Bench (900 North/1000 North) curb & gutter - Todd Godfrey
[illegible]n		X		13	Send letter to Kirk Schmaltz asking for County's participation on LOMR study for Steed Creek.
Adm	X			14	Advance $4,000 to David Wilding for LOMR on Farmington Creek.

Max Forbush

From: David Wilding [dwilding@wildingengineering.com]
Sent: Thursday, November 04, 2010 5:09 PM
To: mforbush@farmington.utah.gov
Subject: RE: LOMR Submittal

Max,
That will be acceptable to us. Thanks for your help with this matter.
Dave Wilding Engineering, Inc.

From: Max Forbush [mailto:mforbush@farmington.utah.gov]
Sent: Thursday, November 04, 2010 2:48 PM
To: dwilding@wildingengineering.com
Cc: dmillheim@comcast.net; 'Dave Petersen'; hgadd@farmington.utah.gov; 'Keith Johnson'; 'Cory Ritz'; 'Jim Talbot'; 'John Bilton'; 'Rick Dutson'; 'Scott C. Harbertson'; 'Sid Young'
Subject: LOMR Submittal

Nov. 4, 2010

David,
The City Council approved action to speed up submittal of the LOMR for the Farmington Creek Estates Area subject to your positive approach to this e-mail. The Snow family in the area has received notice that their flood insurance rates are going off the charts unless their property can be removed from the FEMA flood plain maps. Our recent agreement with you says, (as I recall) that as soon as you receive $12,000 from the City from building permits from the subdivision, you will file the LOMR request with FEMA. Here is the deal. Two permits are very near issuance. When we collect $8000 from the issuance, the City would like to advance an additional $4000 payment to you so the LOMR can be submitted. You would still be reimbursed on permits 3, 4, and 5 as building permits are issued. That would pay you the $24,000 agreed to on the permit. The City would keep the $4000 fee collected on the sixth permit issued to reimburse it for advancing the $4000 it is now proposing. Are you okay with this proposal? Please respond.

To City Staff:

Once the $8000 is collected please issue a check to Wilding Engineering for $12,000 if Wilding engineering responds favorably to the request. Follow reimbursement to Wilding as provided for in the Agreement and as described above.

Max Forbush

P. S. Dave Wilding,
I am not sure you know but I am retiring and wanted this information sent to you and others.

Max Forbush

From: Kelly Weight-Allred [kweight@blackandmcdonald.com]
Sent: Monday, November 08, 2010 10:17 AM
To: Ben Barrus; mforbush@farmington.utah.gov
Subject: RE: Creek Estates

Ben,

If the resident is okay with it we can do just about anything – they just have to agree to the easement. If the problem is the light in their bedroom window we can add a shield to the back side of the light for an extra $180. This would keep the rest of the bid the same and it can be left on the property line so there is no issue with easements. Let me know if that works.

Thanks,

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

From: Ben Barrus [mailto:ben@lotsandlistings.com]
Sent: Thursday, November 04, 2010 11:57 AM
To: Kelly Weight-Allred; mforbush@farmington.utah.gov
Subject: RE: Creek Estates

Hi Kelly, if we go back to the original plan (attached) and simply move pole number 4 about 80 feet north I think we can put this to bed. You currently have all the poles straddling property lines, if we had pole number 4 sitting five feet south of the north property line on lot 311 I think we can get that homeowner to buy off on it.

are there any requirements saying we have to straddle the property line, or can the light be shifted 5'?

Thanks .

Ben Barrus
Main: 801-755-3322
www.BenBarrus.com

From: Kelly Weight-Allred [mailto:kweight@blackandmcdonald.com]
Sent: Wednesday, November 03, 2010 4:25 PM
To: mforbush@farmington.utah.gov
Cc: 'Ben Barrus'
Subject: RE: Creek Estates

We have reviewed the light layout. To keep all the existing residents happy we can take the light count down to 5 but it adds additional underground cable installation and requires a bore under a driveway. The new quote would be for $15,045.93. See the attachment for the optional layout.

Thanks,

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

From: Max Forbush [mailto:mforbush@farmington.utah.gov]
Sent: Tuesday, November 02, 2010 7:17 AM
To: Kelly Weight-Allred
Cc: 'Ben Barrus'
Subject: FW: Creek Estates

Can you please respond to "Ben's request".

Max Forbush

From: Ben Barrus [mailto:ben@lotsandlistings.com]
Sent: Monday, November 01, 2010 5:57 PM
To: mforbush@farmington.utah.gov
Subject: RE: Creek Estates

Hi Max, we're collecting money as we speak.

The family on lot 325 is requesting that we move the pole located on 311 to another location. 325 does a ton of outdoor decorating and lighting for almost all holidays and they don't want to ruin the "mood". If we move the pole on lot 311 to the north property line of 311 then 325 will be happy, but 311 will be blinded in their bedroom (unhappy).

Can you have your light company look at the attached sheet and give some suggestions as to where that pole on 311 could go?

The lots shaded in peach coloring have said they'd prefer not to have a light in their yard, but they'll deal with it if it happens that way.

Thanks, let me know what I can do to help.

Ben Barrus
Main: 801-755-3322

From: Max Forbush [mailto:mforbush@farmington.utah.gov]
Sent: Monday, October 25, 2010 2:25 PM
To: 'Ben Barrus'
Cc: 'Cory Ritz'; 'Jim Talbot'; 'John Bilton'; 'Rick Dutson'; 'Scott C. Harbertson'; 'Sid Young'
Subject: FW: Creek Estates

Ben,
Please note the deadline on the bid.

Max

From: Kelly Weight-Allred [mailto:kweight@blackandmcdonald.com]
Sent: Monday, October 25, 2010 11:36 AM
To: mforbush@farmington.utah.gov
Subject: RE: Creek Estates

Hi Max,

Attached is the requested map for Creek Estates. There is one existing Granville in the middle of Country Lane; the new locations are numbered for your review. This bid is good for 90 days.

Thanks,

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

From: Max Forbush [mailto:mforbush@farmington.utah.gov]
Sent: Friday, October 22, 2010 11:29 AM
To: Kelly Weight-Allred
Subject: RE: Creek Estates

Kelly,
The Mayor and I met last evening with property owners in Creek Estates who seem to be very interested in having the lights installed. Before moving ahead, I need an illustrative map showing the proposed location of the six lights. Could you please e-mail that to me so I can forward the same to the neighborhood group with whom we've had discussions?

Also could you tell us how long the bid is good for? I think we are going to be interested in the Grandville with the Salem Poles. If you can get me this information, we will get back with you once the abutting property owners decide on what they are going to do.

Max Forbush
939-9203

From: Kelly Weight-Allred [mailto:kweight@blackandmcdonald.com]
Sent: Thursday, October 14, 2010 9:26 AM
To: mforbush@farmington.utah.gov

Subject: Creek Estates

Hi Max,

Here is the bid for Creek Estates. As discussed, I have provided 2 options – both are all inclusive (street light, wire, connections). I did go more conservative than usual as requested. Let me know if there is anything else I can assist you with.

Thanks,

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

Max Forbush

From: Christie Baxter-Benson [christiebaxter@msn.com]
Sent: Monday, November 08, 2010 2:09 PM
To: mforbush@farmington.utah.gov; Michael R. Benson
Subject: 1293 W Burke Lane

Hello. I am a resident of 1293 W Burke Lane and have some concerns regarding the road construction near completion around my home.

1. I am concerned about the North side of Burke lane where they expanded the road. It has a very steep drop off the side and no signs or other warnings. As winter approaches the reality of sliding off the road is real and I want to know I am safe. What is being done about this and when is the timeline?
2. On the south side of Burke Lane when trenching in front of the horse pasture west of us, construction workers left a large pile of rusty, sharp, metal debris. I believe that it is metal they found while excavating and didn't want to bury it because it is unsafe (which I appreciate) But now it has sat there for months and I don't know how to contact the owners of the horse pasture to remedy this. If you could pass this on to code enforcement I would appreciate it.
3. The ground they tore up in front of the horse pasture was not put back even remotely smooth. They are giant rocky piles and with the south side of the road the only safe side for pedestrians to walk on (because of the dangerous drop off on the north side) I think it is even more important that they go back and make some effort to smooth it out.
4. The do not enter sign remains up on the top of station parkway pointing toward park lane, but from burke lane to station parkway there is no indication to the general public that is still not open to use. Because of this, many people are using this road. I have seen many cars use this road to race down. I believe Station Parkway is not open yet because it is still not completed and therefore not safe to use. There needs to be a sign indicating that the road is closed on every inlet onto that road till it is open and safe.
5. Construction workers tore up my gravel driveway and replaced it with dirt. I would like to have my gravel back.
6. When water trucks were filling up at the fire hydrant next to my home they left giant ruts in my newly excavated yard. There are several different sets and range from right next to my driveway to near the fire hydrant. These all need to be smoothed out. I shouldn't have to be telling them this! It is frustrating to expect that someone would treat your yard as if it was their own, and repeatedly they don't. My yard needs to be left in the same condition or better than they found it in and so does my neighbors. Any less than this will not be tolerated.

I hate to feel that I am being nitpicky, but we have bit our tongue many times throughout the course of the construction being done around our home. We have never been given any communication, verbal or written when something was going to affect us. We dealt with it when we had to pick up garbage daily from inconsiderate construction workers. We were surprised when we came home to find that our driveway was in accessible because of a large trench had been dug in front of it without giving us any form of heads up and we got to park in the street for a night. And we were put out when construction crews dug through our power

line and left us without electricity and water (because we were on a well system and have no electricity to run our well pump) for a night. I also understand that you deal with inconveniences because they weigh far less than the benefits. The availability of culinary water to us is very appreciated.

If you could give me a breakdown on what is being done to remedy the above 6 concerns I have, the timeframe I can expect them done in, and who I can hold accountable for each concern I have, I would greatly appreciate it. Thank you for your time,

Christie Baxter-Benson

1293 W Burke Lane

801-698-2615

Christie B.
Christiebaxter@msn.com

Max Forbush

From: Chris Hillman [chillman@clearfieldcity.org]
Sent: Wednesday, November 10, 2010 2:01 PM
To: ucma@washingtoncity.org
Subject: Veterans' Day Obersavation Survey Results

Hey All-

Many of you have expressed an interest in knowing the results of the survey. Thanks to everybody for their responses.

In the survey, nine cities (about 20%) are open 38 are closed. Here are the individual responses:

Parowan	Open
West Valley	Open
Sandy	Open
Riverton	Open
Alpine	Open
Spanish Fork	Open
Orem	Open
Highland	Open
Payson	Open
West Jordan	Closed
West Bountiful	Closed
Pleasant View	Closed
Cedar City	Closed
Richfield	Closed
Heber	Closed
Lehi	Closed
South Jordan	Closed
Washington Terrace	Closed
Saratoga Springs	Closed
Cedar Hills	Closed
Bountiful	Closed
West Point	Closed
Alta	Closed
Roosevelt	Closed
Ivins	Closed
Centerville	Closed
Clinton	Closed
Layton	Closed
Brian Head	Closed
South Salt Lake	Closed
St George	Closed
South Ogden	Closed

Springville	Closed
Midvale	Closed
Nephi	Closed
La Verkin	Closed
Springdale	Closed
Blanding	Closed
Washington City	Closed
Brigham City	Closed
Murray	Closed
Salt Lake City	Closed
Beaver	Closed
Taylorsville	Closed
South Weber	Closed
Draper	Closed

Davis County Animal Care & Control

1422 East 600 North • Fruit Heights, Utah 84037
Telephone: (801) 444-2200 • TDD: 451-3228 • Fax: 444-2212

Dear Mr. Forbush,

Enclosed you will find your city's stats for the calls for service from 01-01-2010 to 09-30-2010. I have also included a news letter. My goal is to send all the cities their stats and a news letter every four months. My hope is that this will keep the cities better informed of what is going on in their city. Also the news letter will let you know what else is going on at Animal Care & Control.

If you have any questions feel free to contact me.

Sincerely,

Captain Curtis S. Andersen

Davis County Sheriff's Office

Animal Care and Control Division

1422 East 600 North

Fruit Heights, Utah 84037

801-444-2204

Davis County Animal Services
Incident Summary for FARMINGTON

From: 01/01/2010 00:00To: 09/30/2010 23:59

FARMINGTON

10-10	Negative	Count:	1	
10-28	Ownership Information	Count:	1	
10-37	Animal @ Large	Count:	111	
10-38	Confined Animal	Count:	291	
10-45	Animal Carcass at ____	Count:	62	
10-60	Start a new incident	Count:	55	Non-Dispatched calls
10-97	Leave Door Hanger	Count:	1	
10-101	Dog bite	Count:	15	
10-102	Cat bite	Count:	2	
10-103	Animal vs. Animal	Count:	8	
10-104	Nuisances	Count:	54	LLED/Extra Feces/Fence Aggressive
10-105	Injured animal	Count:	13	
10-106	License sale	Count:	17	
10-107	Barking	Count:	26	
10-108	Welfare/Cruelty	Count:	24	
10-109	Agency assist	Count:	1	Drug bust, DUI
10-110	Issuse NOV	Count:	6	
10-111	Pickup Donation	Count:	24	
10-112	Home Quarantine Check	Count:	27	
10-113	Home Quarantine Release	Count:	10	
10-115	Too Many Animals	Count:	6	
10-117	Extra Patrol	Count:	14	
10-120	Follow up on door hanger	Count:	4	
10-121	Livestock @ Large	Count:	13	Livestock @ large
10-122	Livestock Welfare	Count:	19	Livestock Welfare
10-125	Follow up on bite	Count:	4	Follow up on bite
10-127	Return to owner	Count:	1	Return to owner

Total records: 810

*** This does not include 10-1, 10.2, 10-3, 10-21 or 10-82

Volume 1, Issue 1

November, 2010

Davis County Animal Care and Control

Public Awareness Newsletter

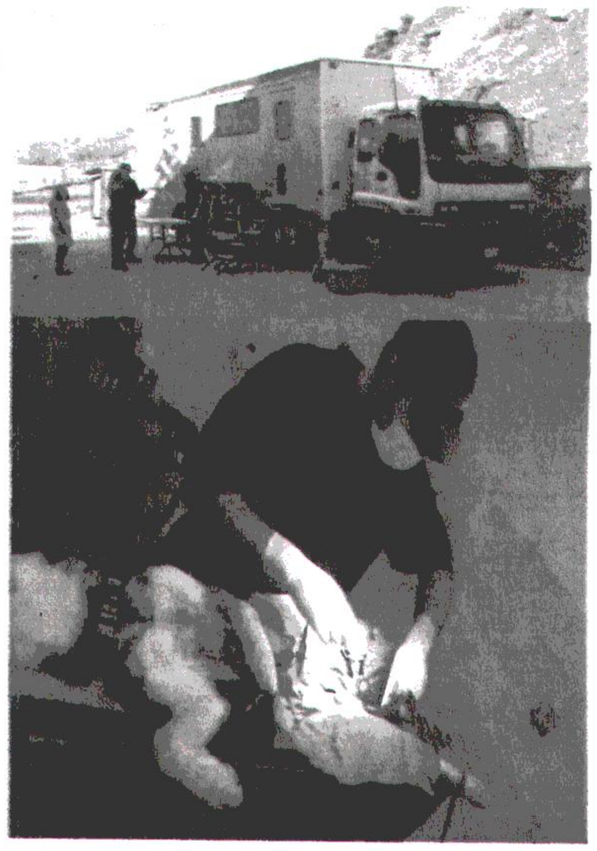
12 Ways to Manage Stress

- Take 10 deep breaths
- Visualize a relaxing scene
- Learn to say "no"
- Stay clutter-free
- Read good books
- Stretch
- Write a journal
- Laugh often
- Look at a magazine
- Get plenty of sleep
- Make to-do lists
- Enjoy a hobby

New Surgery Room Breaks Ground at Shelter

At the beginning of the year we opened up a new surgery room to make sure that all of the pets going out for adoption were spayed and neutered before they left the shelter. This makes things a lot easier for the new owner because they have no pressure on them to get the dog/cat to the vet for a checkup, the animals already have their rabies shot before they leave the shelter and the animal has already been spayed/neutered. The only thing the new adopters have to look forward to is enjoying the new addition to the family.

So far, since the surgery room opened up we have spayed 63 dogs and 25 cats. On neuters we have done 49 dogs and 22 cats. That is a very big improvement from 2 years ago when all of our animals going out of the shelter needed to be spayed/neutered and less than half actually got fixed!!! The money that was used to put the surgery room together was the money that adoptees did not use when they adopted a pet from the shelter. With that money we were able to build the room and equip it without asking for any money from the cities that we contract with or having to ask the commission for a change in budget to get the money for the room. Our vet Dr. Manning worked for No More Homeless Pets doing spay and neuters, he has been a great asset to this program and we are happy to have him as part of our team.



Inside this issue:

Cruelty case on horse	2
Dog fighting hurts animals	2
Animal Hoarders	2
Licensing your pet	3
Regulatory permit	3
Domestic Fowls	3
Volunteer Program	4

Two Definitions From our Ordinance for the Public

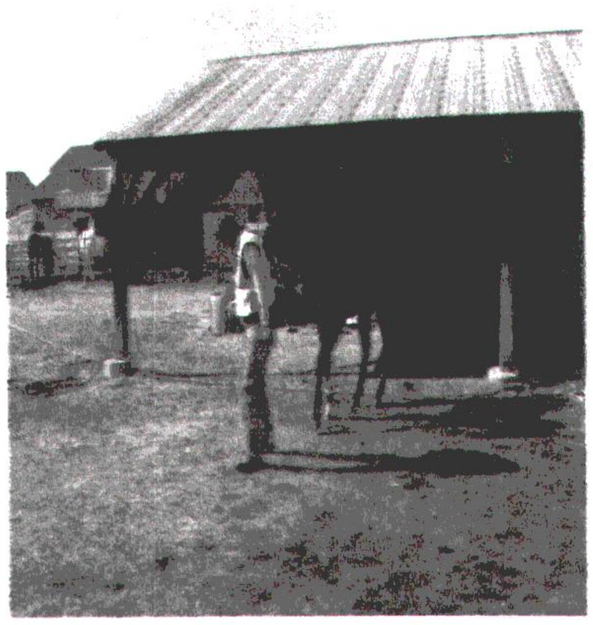
"Animal" means any and all types of livestock, dogs and cats, and all other subhuman creatures, both domestic and wild, male and female, singular and plural.

"Animal at large" means an animal when it is off the owner's property and not under immediate control by means of a durable restraint device, capable of keeping the animal restrained; or an animal on the property of the owner and not securely confined by a leash, building, fenced area, or appropriate transport device.

Many people have the understanding that cats are free roaming animals. This is not the case, when in fact cat owners' should keep their cats confined. We as officers' don't go out and chase cats but we do offer live traps that the public can come and rent from us to catch the cats or other animals they find nuisances.

We will come out and euthanize skunks and raccoons that have been trapped. However it is your responsibility to dispose of the skunks, we will take the raccoons with us.

Attack Cripples Filly in Clinton



This is a picture of "Nightmare Illusion" a 2-year old quarter horse that was attacked on Wednesday March 3rd between the hours of 8:30 A.M. and 10:30 A.M.

Police seek leads from anyone with information concerning the beating of "Nightmare Illusion" is asked to call Clinton Police at (801) 614-0800, Davis County Animal Care and Control at (801) 444-2200 or Davis County Sheriff's dispatch at (801)451-4151.

We need to find the people that did this to show them that this type of behavior will not be tolerated.

She was in the stall at the far end of the stable near 2400 W. 1300 N. in Clinton, the weapon sitting in the stall with her. The weapon was a type of hay hook they use to separate hay when feeding. The assailants used this hook to slash the tendons in her right front hoof making her so that she will never race again. She has marks on her face where she ran into the concrete walls in an attempt to get away from attacker her.

Nightmare was scheduled to begin racing in May, that has now been put to an end.

The suspect possibly either jumped the locked gate or pulled the chain link apart where there had been a hole. The hole has since been repaired.

On Tuesday, the owner took Nightmare to Golden Spike Arena to exercise her. She raced with 20 other horses and did very well.

Dog Fighting Isn't Just Cruel it is a Crime

Dog fighters breed and train dogs to kill each other. Some dog fighters starve or abuse the animals to make them aggressive. In the ring, dog fighters push their dogs to keep fighting despite terrible injuries.

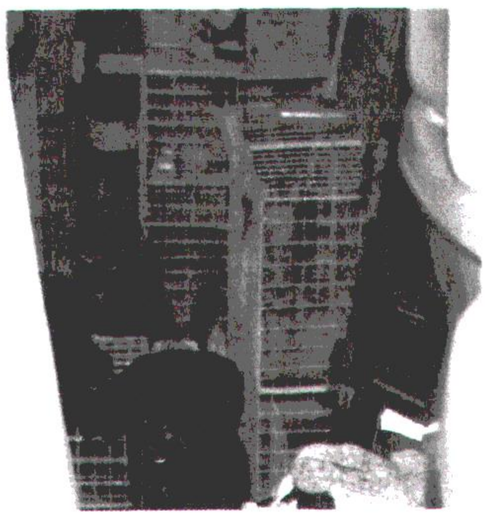
Some enthusiasts publish underground magazines that are sold by yearly subscription. The publications report fight results from around the country, news about relevant legislation, and enforcement actions. They also carry advertising for fighting animals and related paraphernalia. Various publications require that the prospective subscribers be recommended by a current subscriber. The amount of money generated through such publications is difficult to estimate since circulation and publishing costs are unknown.

Another way those involved in animal fighting ventures make money is by selling animals and breeding services.

Man's best friend sacrifices himself, just to prove his loyalty to his master. But what about the loyalty of the master to his dog?

Be a part of the solution and stop the violence. Stand up against dog fighting and the dog's best friend.

Animal Hoarders



Picture of cages found in hoarding case. Cages stacked on top of each other with animals in them.

Hoarding is a societal problem that is all too often ignored or misunderstood. Animal hoarding is an illness that is just beginning to be addressed by professionals other than animal control agencies.

Animal hoarding is defined by three characteristics:

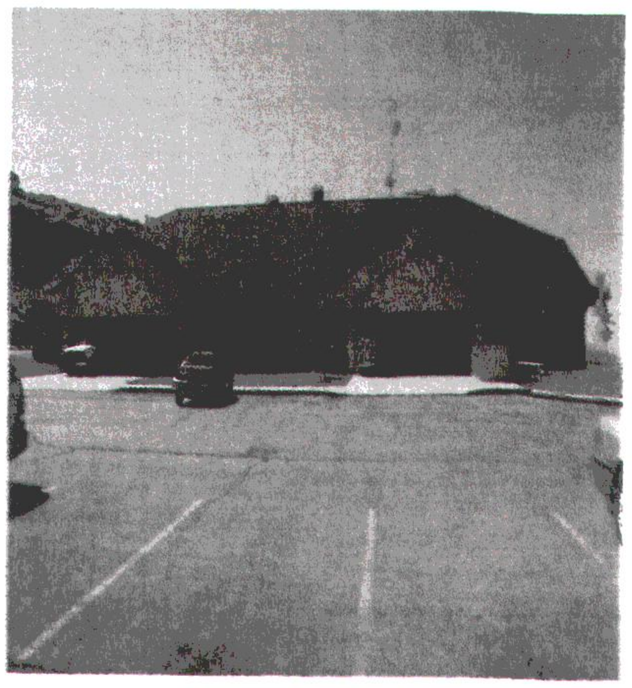
1) Failure to provide minimum standards of sanitation, space, nutrition, and veterinary care for animals.

2) Inability to recognize the effects of this failure on the welfare of animals, human members of the household, and the environment.

3) Obsessive attempts to accumulate or maintain a collection of animals in the face of progressively deteriorating conditions, and Denial or minimization of problems and living conditions for people and animals.

Animal hoarding does not only affect animals, but also the caretakers and other living at the home.

Remember to License Your Pet—It's the Law



Davis County Animal Care and Control

Every year in our day to day checking of licenses, making sure citizens have current rabies on their dogs, and the leash laws are obeyed, we hear citizens saying that they had no idea they were supposed to license their pets.

We are putting out this publication for the citizens who have asked. Make sure when you go to the vet for a checkup that you make sure your vet knows when you say you want everything done this also includes the license. Some vets give the animals the shots but forget about the Davis County license. The ordinance states that:

"It is unlawful for any person to own, keep, harbor or maintain a dog over the age of four months of age, without registering and obtaining a license for such dogs from the Animal Control Department or authorized vendor. All dogs brought into Davis County shall require registering and licensing within 30 days after they enter Davis County, or within thirty days after having reached the age of four months. The annual fee for all dog licenses shall be from time to time set by resolution by the Board of County Commissioners. For any dog not registered within 30 days after having been brought into Davis County, or within 30 days of being four months old, the owner thereof will be required to pay an additional license late fee."

Davis County's Regulatory Permit Program

It is unlawful for any person to operate a boarding kennel, cattery, pet shop, groomery, riding stable, or any similar establishment, unless such person first obtains a regulatory permit from the Animal Control Department, which permit shall be in addition to all other required licenses. All applications for permits to operate such establishments shall be submitted together with the required permit fee on a printed form provided by the Animal Control Department. Before the permit is issued, approval shall be granted by the Davis County Health Department, and appropriate zoning authority and the Animal Control Division. Establishments in existence prior to the ratification or this title shall obtain such regulatory permit within ninety days of written notification of the regulatory inspector that such a permit is necessary.

A valid permit shall be posted in a conspicuous place in each establishment, and said permit shall be considered as appurtenant to the premises, and not transferable to another location. The permittee shall notify the Animal Control Department within 30 days of change.

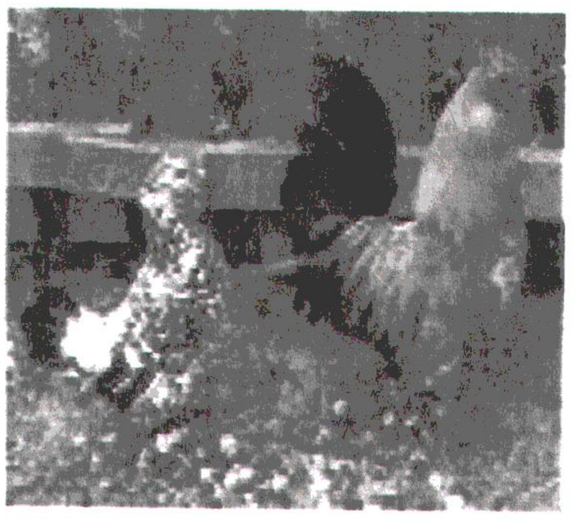
"All establishments required to obtain a permit shall be subject to periodic inspections."

Allowing Domestic Fowls to Trespass Prohibited

It is unlawful for the owner of any domestic fowls such as turkeys, ducks, geese, chickens, peacocks or any other variety of fowl to permit such fowls to trespass or go upon the premises of another or to run at large on any public property or roadway. Fowls kept and maintained by municipalities within the confines of public parks or aviaries are exempt, except that they shall not be allowed on public roadways.

Many of the cities of Davis County allow citizens in residential areas to maintain and keep fowl if it is for their own consumption. Citizens need to make sure they check with their city zoning office to make sure they are allowed before acquiring such birds. Do the research before going out and getting something you are not prepared to take care of and maintain.

Citizens need to understand that proper tubs for food and keeping the feces down will reduce the effects of getting varmints in the yard.



1422 E. 600 N.
Fruit Heights, Utah 84037

Phone: (801)444-2200
Fax: (801)444-2212

There is a person in your community who works to protect stray, injured, abused and unwanted animals. This person also helps the public deal with problems caused by animals. I am you local animal care and control professional. I'm the one who responds to calls about neglected or lost animals, and I'm often the first person to provide comfort and compassion to animals in need.

Long gone is the term "Dogcatcher". Animal care and control professionals now perform a variety of services that help animals as well as people; rescuing injured animals, controlling stray and potentially dangerous animals roaming at large, and bringing lost pets to the shelter where owners can reclaim them.

Davis County Animal Care and Control

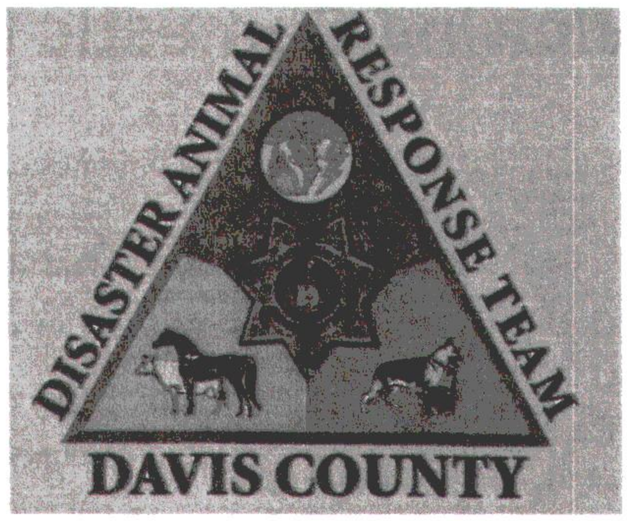
www.daviscountyutah.gov

Volunteer Program

We have just started a volunteer program that consists of a Disaster Animal Response Team and Adoption Team . In a community disaster they will be rescuing stranded and abandoned animals, setting up off sight animal shelters, assisting vets with medical treatment , feeding, and general care of the animals.

They will also be used in off site adoption events throughout the county and at the Salt Lake County annual Super Adopt. We have found that getting away from the shelter and being available at non business hour times has improved our adoptions which lowers euthanasia.

We presently have twelve volunteers that we starting to get trained up for emergency response and adoptions. They come from a wide variety of backgrounds and will be a great asset to the county and cities in the event of a local disaster.



Our new emblem that we are putting on our volunteer shirts and other equipment.

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

November 4, 2010

Kirk Smaltz
Davis County Public Works Director
P. O. Box 618
Farmington, UT 84025

Re: **Request for Agreement to Cost Share LOMR for Steed Creek Flood Plain Area next to I-15 Frontage Road in Farmington**

Dear Kirk,

The Farmington City Council has authorized the submittal of a Letter of Map Revision to the Federal Emergency Management Agency (FEMA) with the understanding that Davis County may be willing to share in the cost of the study and application fee. I have received two engineering proposals for the work together with costs averaging nearly $20,000. When you and I spoke toward the end of October, you stated you thought Davis County would be willing to participate on a 50/50 basis.

As per your instructions, I am asking the County to prepare a formal agreement to enable the work to begin. The engineering work would be done by CRS Engineers. Please let me know of any other information you might need from Farmington City,

Respectfully,

Max Forbush

Max Forbush
City Manager

MF/ml

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

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

November 4, 2010

ZionsBank
One South Main Street
Salt Lake City, UT 84130

Re: Bond Reduction- Zions Bank Building- Old Farm
Escrow Account # 077376283

Dear Sirs:

We have received a request from David Delight of Zions Bank for release of funds covering work completed on the above listed subdivision. The City has inspected the work and found it to be acceptable at this time.

You are hereby authorized to release about **$31,955.70** of the funds now deposited in the above referenced account. This is a release of the warranty amount and will leave a balance in the account in the amount of $0.00 and will close out the account..

We appreciate your cooperation in releasing these funds. Should you have any questions please contact Ken Klinker at 939-9212.

Sincerely,

Ken Klinker

Ken Klinker
Farmington City

cc: Mayor and City Council
Max Forbush, City Manager
File
David Delight

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

Davis School District

Dr. W. Bryan Bowles, Superintendent

Fostering Educational Excellence

November 2, 2010

Neil Miller
c/o Farmington City
160 South Main, P.O. Box 160
Farmington, Utah 84025

Dear Neil:

The purpose of this letter is to express my gratitude for your taking time from your busy schedule to attend a meeting regarding the Davis School District's rental agreement policy. I felt the meeting was excellent. I was impressed with the knowledge and expertise you have as you run your programs. The Davis School District will greatly benefit from that knowledge in the future.

As a result of the meeting we agreed to:

- Suspend the "$5 usage fee" for the current fiscal year
- Engage in further discussion regarding fees and other issues on a monthly basis
- Ensure access to our facilities for our common patrons

Please feel free to contact myself at (801) 402-5270; Gary Payne at (801) 402-5448; or John Sadler at (801) 402-5298, if you have additional questions. Once again thanks for attending the meeting. I look forward to seeing you at the next meeting on December 6th at 9:00 a.m. at the same location as our last meeting (EOC).

Sincerely,

Paul

Paul R. Waite, Ed.D
Assistant Superintendent

cc: City Mayors
City Managers

45 East State Street • PO Box 588 • Farmington, Utah 84025 • (801) 402-5261
Board of Education: Marian Storey, President Tamara O. Lowe, Vice-President
Walter M. Bain James E. Clark Kathie Lee Dalton L. Burke Larsen Barbara A. Smith

Month of October 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	10	10	2,807,000	48	48
DUPLEX					
MULTIPLE DWELLING					
OTHER RESIDENTIAL	7	7	685,000	7	7
SUB TOTAL	17	17	3,492,000	55	55
REMODELS / ALTERATIONS / ADDITIONS					
BASEMENT FINISH	3		28,800	17	
CARPORT / GARAGE					
ADDITIONS / REMODELS	3		133,000	5	
SWIMMING POOLS / SPAS					
OTHER (Water mtr,a/c,water htr)	11		51,700	40	
SUB-TOTAL	17		213,500	62	
NON-RESIDENTIAL					
NEW CONSTRUCTION					
COMMERCIAL				3	
PUBLIC / INSTITUTIONAL					
CHURCHES					
OTHERS (Barn)	1		4,300	1	
SUB-TOTAL	1		4,300	4	
REMODELS / ALTERATIONS / ADDITIONS					
COMMERCIAL/INDUSTRIAL				1	
OFFICE	3		413,000	3	
PUBLIC / INSTITUTIONAL					
CHURCHES					
OTHER (Sign)	1		5,600	3	
SUB-TOTAL	4		418,600	7	
MISCELLANEOUS					
ELECT./RETAINING WALL				2	
SUB-TOTAL				2	
TOTAL	39	17	4,128,400	130	55