WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The agenda for the work session will be as follows:

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, December 14, 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 from December 7, 2010

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:10 3. Planning Commission Report

SUMMARY ACTION:

7:15 4. Minute Motion Approving Summary Action List

- Ratification of Approvals of Construction & Storm Water Bond Agreements.
- CRS Lease - Agreement Pertaining to a Lease of Space at City Hall.
- Approval of October Disbursement List
- Approval of the Final Plat for Station Park.
- Resolution Updating and Amending the Storm Water Management Program.
- Resolution Updating and Amending the Water Conservation Plan.

NEW BUSINESS:

7:20 5. Discussion regarding Farmington Preserve Access - Petition from Nadine Simon et.al.

7:30 6. Discussion regarding the Code Enforcement Survey.

7:35 7. Discussion to Set Date for Joint CC/PC meeting regarding Affordable Housing.

7:40 8. Discussion to recommend Planning Commission Appointments - 3 Full Time and 1 Alternate

GOVERNING BODY REPORTS:

7:45 9. City Manager Report

7:50 10. Mayor Harbertson & City Council Reports

ADJOURN: 8:00

CLOSED SESSION

Minute motion adjourning to closed session, to discuss the character, professional competence or physical or mental health of an individual, as permitted by law.

DATED this 9th day of December, 2010.

FARMINGTON CITY CORPORATION

By: Holly Gadd

Holly Gadd, City Recorder

***PLEASE NOTE**: Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383, at least 24 hours prior to the meeting.

Upcoming Agenda Items

January 4, 2011 - Staff Reports Due: December 22nd

Action Items:

- Resolution – Right-of-Way other Public Entities using City Streets
- Station Park Plat
- Terry Deru Property Exchange
- Deno Kambouris rezone, flag lot and waiver
- Approval of Minutes of Previous Meetings

Summary Action Items:

- Heating & A/C Maintenance
- Express Bill Pay
- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Disbursement Lists

Discussion Items:

- Restoration – Lagoon House on 100 North
- Planning Commission Report
- Mayor & City Council Reports

January 18, 2011 - Staff Reports Due: January 7th

Action Items:

- Agreement - Hidden Meadow culinary water line/fire hydrant
- Agreement – Merrill Law culinary water line/fire hydrant
- Inter-local Agreement – DRG&W rails to trails Farmington Creek
- Agreement – Verizon Lease
- Humphrey's lot split
- Plat Amendment – Oakridge Village Condominium
- Approval of Minutes of Previous Meetings

Summary Action Items:

- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Disbursement Lists

Discussion Items:

- Alley Rose home selection Committee
- Planning Commission Report
- Mayor & City Council Reports

Ordinance – Affordable Housing (Study Session)

Agenda Item 1

CITY COUNCIL AGENDA

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

For Council Meeting:
December 14, 2010

Petitioner _____

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

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

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

Agenda Item 2

CITY COUNCIL AGENDA

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

For Council Meeting:
December 14, 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 December 7, 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.

FARMINGTON CITY COUNCIL MEETING
Tuesday, December 7, 2010

CITY COUNCIL WORK SESSION/EAST CONFERENCE ROOM

PRESENT: *Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Cory Ritz, Jim Talbot and Sid Young, City Manager Dave Millheim, City Zoning Administrator Ken Klinker, City Planner David Petersen and Recording Secretary Cynthia DeCoursey*

Mayor Harbertson began the work session at 6:10 p.m., and the following items were reviewed:

(Agenda Item #3) – Public Hearing: Consideration of Adoption of Farmington City Storm Water Management Program

The **Mayor** referred to a memo from City Zoning Administrator **Ken Klinker** and explained that the State originally issued a Utah Pollutant Discharge Elimination System (UPDES) permit to the City in 2002, and a new permit was issued on August 1, 2010. **Ken Klinker** said one of the requirements of the new permit is to establish and submit a new Storm Water Management Program (SWMP) to the State by December 1, 2010. He has worked independently and with other communities in the Davis County Storm Water Coalition to develop a SWMP for Farmington which includes developing Standard Operating Procedures (SOPs) for all of the City's facilities and operations. This will be a challenging aspect of the permit, and an additional challenge is that builders and developers will have more extensive applications to prepare, and additional inspections and documentation will be required. The Council discussed various issues related to this item.

(Agenda Item #4) – Elks Club Citizen of the Year Nominations

Mayor Harbertson requested that each Council Member present a name for this nomination during the regular session.

(Agenda Item #5) – Minute Motion Approving Summary Action List

5-1 Ratification of Approvals of Construction & Storm Water Bond Agreements
5-2 Approval of Ordinance establishing dates for regular City Council meetings in 2011
5-3 Resolution renaming Main Park to "Forbush Park"

The **Mayor** referred to the dates for regular City Council meetings in 2011 and said there may need to be a few changes. Several proposals were discussed, and **Dave Millheim** suggested that 5-2 be listed as Agenda Item #6a under the "Ordinance" section of the agenda.

(Agenda Item #6b) – Interlocal Agreement with Davis County regarding new County Campus

Mayor Harbertson said this is a first reading of this Agreement and referred to a memo from Community Development Director **David Petersen**. The Council offered input on several issues:

- Resizing of the water pipeline
- Rebuilding of Main Street
- Lighting on State Street
- Storm water detention
- Onsite water line

The County will be responsible for building inspections and to provide updates to the City, and there was discussion regarding whether or not the County should share in the costs to rebuild Main Street and to resize the water pipeline. **Dave Millheim** said he and the City Attorney would address these concerns as they continue to work on the Agreement.

(Agenda Item #7) – Discussion regarding amendment to Business Licensing Ordinance

The **Mayor** explained that prior to 2008, the penalty for not renewing business licenses by January 31st was 25% of the license fee amount—regardless of when the license was renewed. In 2008 that amount was changed to 50% of the amount of the fee, and there have been complaints from business owners and requests for a waiver or reduction of the penalty fee. Following a brief discussion, the Council decided to leave the Code as it is for an additional year and review it again in one year.

City Manager **Dave Millheim** informed the Council that he plans to implement a different agenda format in January which will offer more structure and hopefully assist the Council in their efforts to make well-informed decisions.

REGULAR CITY COUNCIL/CITY CHAMBERS/CALL TO ORDER

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

Mayor Harbertson opened the meeting at 7:00 p.m. and welcomed those in attendance, including Farmington Youth City Council Members **Matthew Beck**, **McKenzie Madsen**, **Elli Slagowski**, and **Christa Wiscombe**. **Jim Talbot** offered the invocation, and the Pledge of Allegiance was led by **John Bilton**.

APPROVAL OF MINUTES (Agenda Item #2)

Motion

John Bilton made a motion to approve the minutes of the November 16, 2010 City Council Meeting with several minor amendments. **Jim Talbot** seconded the motion, and it was

approved by Council Members **Bilton**, **Dutson**, **Talbot** and **Young**. **Cory Ritz** abstained because he was absent.

PUBLIC HEARING: CONSIDERATION OF ADOPTION OF FARMINGTON CITY STORM WATER MANAGEMENT PROGRAM (Agenda Item #3)

Public Hearing

Mayor Harbertson opened the public hearing at 7:06 p.m. There was no one from the public to speak concerning this item, and the public hearing was closed at 7:06 p.m.

Motion

Rick Dutson made a motion to table this Agenda Item. The motion was seconded by **Sid Young** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, **Talbot** and **Young**.

ELKS CLUB CITIZEN OF THE YEAR NOMINATIONS (Agenda Item #4)

The Council nominated **Margy Lomax** as the Elks Club Citizen of the Year.

MINUTE MOTION APPROVING SUMMARY ACTION LIST (Agenda Item #5)

5-1 Ratification of Approvals of Construction & Storm Water Bond Agreements
5-2 Resolution renaming Main Park to "Forbush Park"

Motion

Sid Young made a motion to approve both items on the Smmary Action List. The motion was seconded by **Jim Talbot**, and it was approved by Council Members **Bilton**, **Dutson**, **Ritz**, **Talbot** and **Young**.

APPROVAL OF ORDINANCE ESTABLISHING CITY COUNCIL DATES FOR 2011 (Agenda Item #6a

Motion

Cory Ritz made a motion to approve the Ordinance establishing dates, time and place for regular City Council Meetings in 2011 with the following amendments: No meetings will be held on April 5, 2011 or on July 5, 2011, and an additional meeting will be held on March 29th. **Rick Dutson** seconded the motion which was approved by Council Members **Bilton**, **Dutson**, **Ritz**, **Talbot** and **Young**.

INTERLOCAL AGREEMENT WITH DAVIS COUNTY REGARDING NEW COUNTY CAMPUS (Agenda Item #6b)

Mayor Harbertson said several suggestions concerning this Agreement were made by the Council during the work session. It will be reviewed further by staff and City Attorneys and will be on the December 14, 2010 City Council Agenda.

DISCUSSION REGARDING AMENDMENT TO BUSINESS LICENSE ORDINANCE (Agenda Item #7)

The **Mayor** and the City Council decided not to make a change to this Ordinance and to review it again in one year.

CITY MANAGER REPORT (Agenda Item #8)

- The **Mayor** and the Council are invited to attend a "Kick-off Reception" at Zion's Bank on Wed., Dec. 8, 2010 from 3:30 – 5:00 p.m. which will include information regarding VITA (Volunteer Income Tax Assistance) services.

- He thanked **Rick Dutson** for his suggestion that Farmington City needs to do a better job of marketing the City, and he invited the Council to assist in that effort.

- The City has received an invitation to he holiday open house at edcUTAH on Wed., December 15, 2010 from 4:00 – 6:00 p.m.

- He met with a representative of URMMA and requested that they host a training session for Farmington City Staff, the City Council, and the Planning Commission on how to use open meetings appropriately. Representatives from neighboring cities may also be invited.

- He and the **Mayor** met with **Dave Freed** and others at Lagoon.

- He would like to implement emergency training to help prepare Farmington residents.

MAYOR AND CITY COUNCIL REPORTS - (Agenda Item #9)

Mayor Harbertson's Report

- He asked **Holly Gadd** to prepare a town hall meeting schedule for 2011 and said the meetings will be held once a month.

- The **Mayor** suggested that the Council hold a 2-day seminar on February 11-12, 2011 to assist the City Manager in determining both short-term and long-term priorities.

- He and **Dave Millheim** also met with developer **Rich Haws**.

- He referred to emails exchanged between **Dave Millheim** and **Lance Evans** and information concerning capital gains tax rates.

- He received an email regarding the 900 North water line and said the property owners did not realize that the City right-of-way is literally ten feet from their front door, and they are also unhappy about the height of the fire hydrant.

- A Farmington City Staff Christmas Luncheon will be held on Thursday, December 16, 2010 at 1:00 p.m. at the Community Center.

- An Open House for all Farmington City employees will be held Dec. 30, 2010 at 6:00 p.m. at **Mayor Harbertson's** home.

City Council Reports

Jim Talbot

- He commended **John Bilton** for his comments in the November 16, 2010 meeting regarding the the northbound and southbound freeway signs which do not specify "Farmington." **Dave Millheim** is meeting with the Region Director of UDOT and will discuss the issue with him.

- The Trails Committee would like to have one of the new trail books available in the foyer.

Sid Young

- He attended an Education summit, and one of the speakers was **Governor Herbert**.

Rick Dutson

- He rode in the snow removal truck with **Larry Famuliner** which helped him realize the importance of moving vehicles off of the street.

Cory Ritz

- He drove by the Hess farm on north Main Street and saw four deer that had been hit in less than a ¼ mile, and he suggested that the City post deer crossing signs in that area.

- There was a water line break in west Farmington the previous Saturday which included a mandatory boil order and required City employees to work most of the day. He complimented **Larry Famuliner's** efforts to remedy the situation.

John Bilton

- The residents on 900-1000 North are anxious to know when the street will be resurfaced—it is currently dirt, gravel and mud. **Dave Millheim** said the resurfacing cannot be done until next spring, but he will see if there may be a short-term remedy, and he will present a financial proposal as soon as possible.

- **Mike Heberling**, a resident in west Farmington, approached the City regarding 7 acres of property owned by the Farmington Ranches HOA. He would like to plow, plant, and fence the acreage and graze cattle there. The HOA is interested—they have no money, and they would like to preserve the rural feel of the area. The **Mayor** said the City Attorney will need to look at the agreement, and the HOA will be responsible to pay any fees which may be incurred.

CLOSED SESSION

Motion

At 7:50 p.m. **Sid Young** made a motion to adjourn to a closed session to discuss strategy as it pertains to the acquisition of real property. **Cory Ritz** seconded the motion which was approved by Council Members **Bilton**, **Dutson**, **Ritz**, **Talbot** and **Young**.

Motion

At 8:05 p.m. **John Bilton** made a motion to reconvene into an open meeting. The motion was seconded by **Cory Ritz** and passed with Council Members **Bilton**, **Dutson**, **Ritz**, **Talbot** and **Young** each 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

ADJOURNMENT

Motion

Jim Talbot made a motion to adjourn the meeting. The motion was seconded by **Sid Young**, and it was approved by Council Members **Bilton**, **Dutson**, **Ritz**, **Talbot** and **Young**. The meeting was adjourned at 8:05 p.m.

_____

Holly Gadd, City Recorder
Farmington City Corporation

Agenda Item 3

CITY COUNCIL AGENDA

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

For Council Meeting:
December 14, 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.

Agenda Item 4

CITY COUNCIL AGENDA

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

For Council Meeting:
December 14, 2010

Petitioner _____

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

4-1 Ratification of Approvals of Construction & Storm Water Bond Agreements.

4-2 CRS Lease - Agreement Pertaining to a Lease of Space at City Hall.

4-3 Approval of October Disbursement List.

4-4 Approval of the Final Plat for Station Park.

4-5 Resolution Updating and Amending the Storm Water Management Program.

4-6 Resolution Updating and Amending the Water Conservation Plan.

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
12/7	Superior Water & Air	9701	1.444275	not reqd.
12/3	CenterCal	9699	1.444260.	not reqd.
12/2	Landvisions	9700	1.444255	not reqd.
12/2	Rainey Homes	9683	1.444251	$500.00
11/30	Qualified Electricians	9698	1.444239	not reqd.
11/30	Symphony Homes	9696	1.444237	$500.00
11/29	TJS Construction	9689	1.444224	not reqd.

STORM WATER BOND LOG

DATE	NAME	PERMIT	RECEIPT	AMOUNT
12/2	Rainey Homes	9683	1.444251	$1,000.00
11/30	Symphony Homes	9696	1.444237	$1,000.00

LEASE AGREEMENT

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".

W I T N E S S E T H

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:

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.

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 must agree in writing to all modified lease terms at least 90 calendar days prior to the completion of this first five year term if any extensions

are to be given. Such term modifications will include Common Area Maintenance charges based on actual building history and costs as available to the parties at the time such an extension is contemplated. 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 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.

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 signage shall be substantially in style, font, coloring etc., to that placed within the rest of the building to create the appearance of a uniform signage system.

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.

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. Upon execution of this lease and as the insurance provider for the Lessee may change, Lessee will provide the Lessor a certificate of insurance listed the Lessor as an Additional Insured party for those insurance coverages required of the Lessee which include fire, liability and casualty coverage.

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 and Common Area Maintenance Charges

Lessee shall procure and be solely responsible for and promptly pay all charges for data and telecommunications costs for their specific needs. Due to the nature of the buildings recent construction and being primarily a public facility with a large amount of common area and having no Common Area Maintenance history, the parties agree that the Lessee shall pay $10,000 per year for Common Area Maintenance charges billed at $833.33 monthly during the initial five year tem of this lease. 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.

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:	**FOR LESSEE:**
FARMINGTON CITY CORP	**CRS CONSULTING ENGINEERS, INC.** **Dba CALDWELL RICHARDS SORENSEN**
_____	_____
Its: _____	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).

W I T N E S S E T H:

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:_____
Mayor Scott Harbertson

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.

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 October, 2010.

1. Have been pre-audited and documented;

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

   b. Are directly approved by the Governing Body; or

   c. Are approved by the Finance Officer.

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

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

FARMINGTON CITY CORPORATION

By: _____
KEITH S. JOHNSON, Finance Officer

By: _____
DAVE MILLHEIM, City Manager

. . . . . .

A minute motion was made by Council Member _____ to ratify payment of the list of claims for the month of October 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	10/01/2010	106	2,665.35
CDPT	ICMA RETIREMENT TRUST-107328	10/01/2010	107	8,573.66
CDPT	ICMA RETIREMENT TRUST-301813	10/01/2010	108	2,798.04
CDPT	IRS TAX DEPOSIT	10/01/2010	109	29,114.98
CDPT	UTAH STATE RETIREMENT OFFICE	10/01/2010	110	17,409.43
CDPT	UTAH STATE TAX COMMISSION	10/01/2010	111	9,621.18
CDPT	ICMA RETIREMENT TRUST-#801021	10/14/2010	112	1,889.27
CDPT	ICMA RETIREMENT TRUST-107328	10/14/2010	113	2,196.79
CDPT	ICMA RETIREMENT TRUST-301813	10/14/2010	114	2,390.29
CDPT	IRS TAX DEPOSIT	10/14/2010	115	25,973.39
CDPT	UTAH STATE RETIREMENT OFFICE	10/14/2010	116	16,508.45
CDPT	ICMA RETIREMENT TRUST-#801021	10/28/2010	117	1,899.87
CDPT	ICMA RETIREMENT TRUST-107328	10/28/2010	118	7,747.83
CDPT	ICMA RETIREMENT TRUST-301813	10/28/2010	119	2,401.58
CDPT	IRS TAX DEPOSIT	10/28/2010	120	25,644.03
CDPT	UTAH STATE RETIREMENT OFFICE	10/28/2010	121	17,645.84
CDPT	UTAH STATE TAX COMMISSION	10/28/2010	122	9,020.90
CDPT	AFLAC	10/04/2010	30421	717.31
CDPT	CHILD SUPPORT SERVICES/ ORS	10/04/2010	30422	489.60
CDPT	COMMUNITY SHARES UTAH	10/04/2010	30423	44.00
CDPT	CONSECO HEALTH INSURANCE CO.	10/04/2010	30424	205.25
CDPT	FCF BENEFITS & ADMINISTRATION	10/04/2010	30425	1,356.76
CDPT	FRATERNAL ORDER OF POLICE	10/04/2010	30426	250.00
CDPT	HARTFORD LIFE AND ANNUITY	10/04/2010	30427	60.58
CDPT	INTERNAL REVENUE SERVICE	10/04/2010	30428	34.00
CDPT	PEHP	10/04/2010	30429	3,249.84
CDPT	SELECT HEALTH	10/04/2010	30430	44,514.60
CDPT	STANDARD INSURANCE CO.	10/04/2010	30431	4,045.82
CDPT	UTAH LOCAL GOVERNMENTS TRUST	10/04/2010	30432	1,226.11
CDPT	CHILD SUPPORT SERVICES/ ORS	10/14/2010	30433	489.60
CDPT	FCF BENEFITS & ADMINISTRATION	10/14/2010	30434	1,304.26
CDPT	INTERNAL REVENUE SERVICE	10/14/2010	30435	34.00
CD	VOID CK	10/01/2010	81743	.00
CD	HOME DEPOT - GIFT CARD FOR EMPLOYEE RECO	10/01/2010	81744	100.00
CD	WILLEY FORD - VIN #1F5ZW2B67BEB15050	10/07/2010	81745	28,800.00
CD	JERRY'S PLUMBING SPECIALTIES - INVOCE FO	10/07/2010	81746	129.70
CD	CYNTHIA WOOD - PARK DEPOSIT REFUND	10/07/2010	81747	50.00
CD	DAVIS AREA CONVENTION AND - ANNUAL SYMPO	10/07/2010	81748	109.57
CD	WESTERN OFFICE SYSTEMS OF UTAH - SHELF U	10/07/2010	81749	1,370.29
CD	AMERICAN ASBESTOS ABATEMENT - ASBESTOS R	10/07/2010	81750	1,350.00
CD	CROWN TROPHY - TROPHY	10/07/2010	81751	1,156.00
CD	UTAH STATE DEPT. OF HEALTH - UCMR2 TESTI	10/07/2010	81752	1,500.00
CD	QUANTRONIX, INC. - REFUND HYDRANT METER	10/07/2010	81753	150.00
CD	DISTINCTIVE WINDOW COVERINGS - WINDOW BL	10/07/2010	81754	1,921.33
CD	RANDIE BALL - PARENT/TOT BASKETBALL REF	10/07/2010	81755	30.00
CD	DIANE C. BALLSTAEDT - REIMB. FOR NEW SID	10/07/2010	81756	528.00
CD	JAMIE BEECHER - BASKETBALL REFUND	10/07/2010	81757	30.00
CD	KARMA BITHELL - COMM. CENTER DEPOST REFU	10/07/2010	81758	90.00
CD	MELANIE BUTCHER - BASKETBALL REFUND	10/07/2010	81759	30.00
CD	DEANN CARLILE - REIMB. FOR QUILT FABRIC	10/07/2010	81760	48.81
CD	JORDAN CHRONISTER - FOOTBALL OFFICIAL	10/07/2010	81761	160.00
CD	LISA CLEGHORN - PARK DEPOSIT REFUND	10/07/2010	81762	50.00
CD	JED COWAN - FOOTBALL ANNOUNCER	10/07/2010	81763	150.00
CD	LORI FARNSWORTH - COMM. CENTER CLEANING	10/07/2010	81764	500.00
CD	STACY FRASURE - BASKETBALL REFUND	10/07/2010	81765	30.00
CD	WILLIAM FULTON - BASKETBALL REFUND	10/07/2010	81766	30.00

Journal	Payee or Description	Date	Check No	Amount
CD	ANN GARDNER - BASKET BALL REFUND	10/07/2010	81767	30.00
CD	ANGELA HUGHES - VOLLEYBALL REFUND	10/07/2010	81768	25.00
CD	KATHRYN HYTE - VOLLEYBALL REFUND	10/07/2010	81769	60.00
CD	JERRY JACOBS - COMM. CENTER DEPOSIT REFU	10/07/2010	81770	130.00
CD	ROBIN JUNG - VOLLEYBALL REFUND	10/07/2010	81771	25.00
CD	JENNIFER LARSON - BASKETBALL REFUND	10/07/2010	81772	30.00
CD	MARLENE MCQUIVEY - BASKETBALL REFUND	10/07/2010	81773	30.00
CD	MARK MILLARD - REPAIR	10/07/2010	81774	69.95
CD	JASON MORGAN - BASKETBALL REFUND	10/07/2010	81775	30.00
CD	VAN MORTENSEN - FOOTBALL OFFICIAL	10/07/2010	81776	160.00
CD	JEANINE NILSON - LUNCH REIMB.	10/07/2010	81777	26.76
CD	DAVID OWENS - COMM. CENTER DEPOSIT REFUN	10/07/2010	81778	375.00
CD	JENNIFER PALMER - BASKETBALL REFUND	10/07/2010	81779	30.00
CD	CHRIS PREECE - VOLLEYBALL REFUND	10/07/2010	81780	25.00
CD	BRENDA RACCUIA - VOLLEYBALL REFUND	10/07/2010	81781	25.00
CD	SHERRI RUEDAS - COMM. CENTER DEPOSIT REF	10/07/2010	81782	295.00
CD	STEPHANI SHINER -	10/07/2010	81783	115.00
CD	AMBER THURBER - BASKETBALL REFUND	10/07/2010	81784	30.00
CD	JOE WALLS - PIZZA REFUND	10/07/2010	81785	53.80
CD	CHALESE WHEELWRIGHT - BASKETBALL REFUND	10/07/2010	81786	30.00
CD	KYLE WILLIAMS - FOOTBALL OFFICIAL	10/07/2010	81787	160.00
CD	GENEVA ROCK - ASPHALT REMOVAL	10/07/2010	81788	3,853.00
CD	VAN MORTENSEN - RE-ISSUE OF LOST CHECK	10/07/2010	81789	200.00
CD	JENNY GATRELL - BASKETBALL REFUND	10/07/2010	81790	30.00
CD	MELISSA JACKSON - REIMB. FOR CLOCK	10/07/2010	81791	44.76
CD	ZIONS BANK -	10/07/2010	81792	11,696.13
CD	F.J. AND SHANNA PARKER -	10/07/2010	81793	12,500.00
CDA	A-1 UNIFORMS	10/11/2010	81794	4.50
CDA	ACADEMY SPORTS	10/11/2010	81795	6,054.14
CDA	ACCENT CONCRETE CUTTING	10/11/2010	81796	215.00
CDA	AMERICAN EXPRESS	10/11/2010	81797	13,737.56
CDA	AMERICAN LINEN - STEINER	10/11/2010	81798	48.92
CDA	AMERICOM TECHNOLOGY	10/11/2010	81799	6,438.38
CDA	BENCHLAND WATER DISTRICT	10/11/2010	81800	380.00
CDA	BELL JANITORIAL SUPPLY, LLC	10/11/2010	81801	429.58
CDA	BLAND TREE EXPERTS	10/11/2010	81802	400.00
CDA	BLUE STAKES OF UTAH	10/11/2010	81803	265.65
CDA	BURT BROTHERS TIRE & SERVICE	10/11/2010	81804	555.20
CDA	CARQUEST AUTO PARTS STORES	10/11/2010	81805	651.73
CDA	CRS CONSULTING ENGINEERS II	10/11/2010	81806	24,210.63
CDA	CANYON OFFICE PRODUCTS	10/11/2010	81807	251.25
CDA	CARR PRINTING COMPANY	10/11/2010	81808	427.90
CDA	CENTRAL DAVIS SEWER	10/11/2010	81809	96,410.90
CDA	CHEMTECH-FORD ANALYTICAL LABS	10/11/2010	81810	546.00
CDA	CINTAS LOC #180	10/11/2010	81811	240.56
CDA	SHELLIE CHRISTENSEN	10/11/2010	81812	1,470.00
CDA	COLONIAL BUILDING SUPPLY, INC.	10/11/2010	81813	92.95
CDA	COSTCO HSBS BUSINESS SOLUTIONS	10/11/2010	81814	764.80
CDA	CRAYTHORNE, INC.	10/11/2010	81815	1,101.97
CDA	CROFT POWER EQUIPMENT	10/11/2010	81816	143.27
CDA	L. N. CURTIS & SONS	10/11/2010	81817	1,038.40
CDA	DALLAS GREEN FARM & HOME	10/11/2010	81818	37.88
CDA	DAVIS COUNTY CORPORATION	10/11/2010	81819	19,113.08
CDA	DISH NETWORK	10/11/2010	81820	61.36
CDA	DURK'S PLUMBING SUPPLY	10/11/2010	81821	443.75
CDA	EVCO HOUSE OF HOSE	10/11/2010	81822	184.46
CDA	F.A.R.M. Police Supply	10/11/2010	81823	46.43
CDA	FASTENAL COMPANY	10/11/2010	81824	123.95
CDA	GALL'S INC.	10/11/2010	81825	256.80

Journal	Payee or Description	Date	Check No	Amount
CDA	W. W. GRAINGER, INC.	10/11/2010	81826	618.60
CDA	GRANITE CONSTRUCTION COMPANY	10/11/2010	81827	4,081.75
CDA	HEPWORTH FLORAL	10/11/2010	81828	291.00
CDA	HOME DEPOT	10/11/2010	81829	639.74
CDA	ROBERT & ELDA HUFF	10/11/2010	81830	5,630.00
CDA	IKON OFFICE SOLUTIONS	10/11/2010	81831	245.04
CDA	INTERMOUNTAIN DRUG TESTING	10/11/2010	81832	217.00
CDA	INTERSTATE BATTERIES	10/11/2010	81833	34.50
CDA	IRIS MEDICAL, INC.	10/11/2010	81834	1,951.59
CDA	J & C TESTING	10/11/2010	81835	1,010.00
CDA	J & J PRODUCE	10/11/2010	81836	9,384.62
CDA	KAPP CONSTRUCTION COMPANIES	10/11/2010	81837	175.00
CDA	KAYSVILLE CLINIC	10/11/2010	81838	60.00
CDA	KILGORE PAVING	10/11/2010	81839	281,068.28
CDA	KURT'S SHOP	10/11/2010	81840	787.50
CDA	LEXIS PUBLISHING	10/11/2010	81841	100.00
CDA	MATRIX MEDICAL	10/11/2010	81842	522.01
CDA	MAZURAN & HAYES, PC	10/11/2010	81843	6,325.00
CDA	MEDIA ONE OF UTAH	10/11/2010	81844	568.07
CDA	METERWORKS	10/11/2010	81845	4,433.01
CDA	MOUNTAIN STATES SUPPLY, INC.	10/11/2010	81846	1,024.70
CDA	MOUNTAIN WEST TRUCK CENTER	10/11/2010	81847	372.44
CDA	NORCO WELDING SAFETY MEDICAL	10/11/2010	81848	137.55
CDA	NU-TREND ELECTRIC CORPORATION	10/11/2010	81849	118.94
CDA	OCE NORTH AMERICA	10/11/2010	81850	2,636.04
CDA	O.C. TANNER	10/11/2010	81851	817.18
CDA	OFFICE DEPOT	10/11/2010	81852	624.63
CDA	OLDCASTLE PRECAST, INC.	10/11/2010	81853	1,536.32
CDA	PAGE BRAKE WAREHOUSE	10/11/2010	81854	378.12
CDA	PJ CHEESE, INC.	10/11/2010	81855	200.00
CDA	PACIFIC OFFICE AUTOMATION	10/11/2010	81856	160.00
CDA	PARADISE BAKERY & CAFE	10/11/2010	81857	58.20
CDA	PARK LANE CHEVRON	10/11/2010	81858	199.90
CDA	JACK B. PARSON COMPANY	10/11/2010	81859	4,337.49
CDA	PARTS PLUS	10/11/2010	81860	12.80
CDA	PEPSI-COLA	10/11/2010	81861	112.75
CDA	PETROLEUM EQUIPMENT CO.	10/11/2010	81862	1,113.91
CDA	PRIME SYSTEMS	10/11/2010	81863	163.00
CDA	PRO KLEANERS	10/11/2010	81864	415.00
CDA	PURCELL TIRE & RUBBER COMPANY	10/11/2010	81865	1,003.44
CDA	QUESTAR GAS	10/11/2010	81866	600.13
CDA	QWEST	10/11/2010	81867	1,697.72
CDA	TOM RANDALL DISTRIBUTING	10/11/2010	81868	10,789.06
CDA	RELIANET INTERNET SERVICES	10/11/2010	81869	74.85
CDA	RITZ CAMERA	10/11/2010	81870	1,519.98
CDA	Void - Information Only Check	10/11/2010	81871	.00
CDA	ROCKY MOUNTAIN POWER	10/11/2010	81872	20,234.36
CDA	SALT LAKE WHOLESALE SPORTS	10/11/2010	81873	449.80
CDA	SAM'S CLUB	10/11/2010	81874	226.34
CDA	SEMI SERVICE, INC.	10/11/2010	81875	185.00
CDA	SHRED-IT	10/11/2010	81876	107.00
CDA	SINGLE SOURCE	10/11/2010	81877	584.42
CDA	SKAGGS COMPANIES, INC.	10/11/2010	81878	431.95
CDA	SKILL STAFF	10/11/2010	81879	380.40
CDA	SPRINT	10/11/2010	81880	1,086.84
CDA	THB,INC.	10/11/2010	81881	65.41
CDA	TEC SERV, INC.	10/11/2010	81882	1,500.00
CDA	TESCO/WILLIAMSEN	10/11/2010	81883	88.38
CDA	ANNETTE TIDWELL	10/11/2010	81884	200.00

Journal	Payee or Description	Date	Check No	Amount
CDA	3C BUSINESS SOLUTIONS, INC.	10/11/2010	81885	536.39
CDA	THYSSENKRUPP ELEVATOR	10/11/2010	81886	450.00
CDA	TURF EQUIPMENT & IRRIGATION	10/11/2010	81887	149.79
CDA	UNITED STATES WELDING, INC.	10/11/2010	81888	64.40
CDA	UTAH BARRICADE COMPANY	10/11/2010	81889	108.50
CDA	UTAH COMMUNICATIONS AGENCY NET	10/11/2010	81890	4,318.00
CDA	UT DEPT OF WORKFORCE SERVICES	10/11/2010	81891	324.04
CDA	VALPAK OF NORTHERN UTAH	10/11/2010	81892	345.00
CDA	WARNER TRUCKLAND	10/11/2010	81893	16.18
CDA	WASATCH INTEGRATED WASTE	10/11/2010	81894	37,066.45
CDA	WETCO, INC.	10/11/2010	81895	1,365.00
CDA	WHEELER MACHINERY COMPANY	10/11/2010	81896	199.41
CDA	WILLEY FORD	10/11/2010	81897	347.66
CDA	WILSON LANE SERVICE	10/11/2010	81898	221.74
CDA	WOODY'S PAVEMENT STRIPING	10/11/2010	81899	390.00
CDA	YOUNG CHEVROLET	10/11/2010	81900	366.84
CDA	YOUR VALET CLEANERS	10/11/2010	81901	537.10
CD	ZIONS BANK - ACCOUNT 001-00539-2237482-9	10/13/2010	81902	18,032.78
CD	THE LIGHTING EDGE - LIGHTS	10/13/2010	81903	2,928.00
CD	Void - Voided	10/13/2010	81904	.00
CD	COMCAST - ACCOUNT 8495440830181544	10/13/2010	81905	53.51
CD	BRITE NITES - 50% DEPOSIT FOR HOLIDAY LI	10/19/2010	81906	10,329.25
CD	URMMA - CONF. REG. FOR M. FORBUSH, K. JO	10/21/2010	81907	360.00
CD	DEANN CARLILE - CLEANING/FIRE STATION	10/21/2010	81908	400.00
CD	JED COWAN - FOOTBALL ANNOUNCER	10/21/2010	81909	150.00
CD	NATALIE DELIGHT - CLASS REFUND	10/21/2010	81910	15.00
CD	NATE DRAKE - OVERPAYMENT OF UTILITY BILL	10/21/2010	81911	34.53
CD	SANDI GOODFELLOW - REIMB. FOR FOOD	10/21/2010	81912	303.15
CD	EARNEST C. GREEN - OVERPAYMENT OF UTILIT	10/21/2010	81913	45.93
CD	BARBARA GUSTAVESON - WATER COLOR CLASS I	10/21/2010	81914	360.00
CD	SARAH HALE - REIMB. FOR CAST GIFTS	10/21/2010	81915	10.66
CD	LANCE HILL - FOOTBALL OFFICIAL	10/21/2010	81916	40.00
CD	CASEY R. HOOPES - FOOTBALL OFFICIAL	10/21/2010	81917	40.00
CD	NATHAN MOON - COMM. CENTER DEPOSIT REFUN	10/21/2010	81918	145.00
CD	LOUISE ODYSSEUS - LUNCH WITH MAYOR	10/21/2010	81919	225.03
CD	TOM PERKINS - GUITAR CLASS REFUND	10/21/2010	81920	45.00
CD	MATHEW SHAW - OVERPAYMENT OF UTILITY BIL	10/21/2010	81921	63.27
CD	RONALEE TOLMAN - VOLLEYBALL REFUND	10/21/2010	81922	20.00
CD	JENNIFER WHITING - COMM. CENTER DEPOSIT	10/21/2010	81923	295.00
CD	KYLE WILLIAMS - FOOTBALL OFFICIAL	10/21/2010	81924	40.00
CD	TARGET - GIFT CARD/COLBY THACKERY	10/21/2010	81925	75.00
CD	UT. DEPT. OF COMMERCE - QUARTERLY REPORT	10/21/2010	81926	1,042.24
CD	BENCHLAND WATER DISTRICT - 3RD QUARTER R	10/21/2010	81927	5,100.00
CD	CENTRAL DAVIS SEWER DIST. - 3RD QUARTER	10/21/2010	81928	182,320.00
CD	DAVIS CHAMBER OF COMMERCE - MEMBERSHIP	10/21/2010	81929	550.00
CD	WINGER'S - CITY COUNCIL DINNER	10/21/2010	81930	41.94
CD	ETHAN MORGAN - CATERING/CITY COUNCIL	10/21/2010	81931	360.00
CD	GARBETT CONSTRUCTION - PERMIT #10-9425,	10/21/2010	81932	2,000.00
CD	D.R. HORTON, INC. -	10/21/2010	81933	3,000.00
CD	HERITAGE HOME BUILDERS - PERMIT #10-8818	10/21/2010	81934	500.00
CD	KENT NICKELL CONSTRUCTION - PERMIT #10-9	10/21/2010	81935	3,000.00
CD	RB CONSTRUCTION - STORM WATER BOND	10/21/2010	81936	1,000.00
CD	RAINEY HOMES - PERMIT #10-9479, VENDOR #	10/21/2010	81937	8,000.00
CD	RICHMOND AMERICAN HOMES - PERMIT #10-937	10/21/2010	81938	6,000.00
CD	SYMPHONY HOMES -	10/21/2010	81939	1,500.00
CD	HENRY WALKER HOMES -	10/21/2010	81940	1,500.00
CD	MICHAEL B. WILCO X - PERMIT #10-8818, VE	10/21/2010	81941	5,000.00
CD	WOODSIDE HOMES - PERMIT #10-9528	10/21/2010	81942	3,000.00
CD	DAVIS CO. DIRECTORY - SOUTH ED - LISTING	10/21/2010	81943	875.00

Journal	Payee or Description	Date	Check No	Amount
CD	UT. ST. TREASURER - ANNUAL REPORT OF UNC	10/21/2010	81944	1,000.00
CD	RICHARD DAVIS - REIMB. TRAVIEL EXPENSES	10/21/2010	81945	287.40
CD	STEVEN WEAVER - REIMB. TRAVEL EXPENSES	10/21/2010	81946	177.40
CD	PATRICIA SMITH - FYCC BIRTHDAY TREATS RE	10/21/2010	81947	33.00
CD	JEANINE NILSON - REIMB. FOR CARDS.	10/21/2010	81948	33.69
CD	NATIONAL SAFETY COUNCIL - RENEWAL	10/21/2010	81949	112.80
CD	G & L ELECTRIC SERVICES, INC. - INSTALLA	10/21/2010	81950	568.00
CD	LAKEFRONT AUTO GLASS -	10/21/2010	81951	139.00
CD	CINTAS FAS LOCKBOX 636525 - FIRST AID SU	10/21/2010	81952	160.29
CD	SIGN PRO - ADA COMPLIANT SIGN	10/21/2010	81953	40.75
CD	ROYAL COACH DETAILING, INC. - DETAILING/	10/21/2010	81954	210.00
CD	TEE'S PLUS - DARE SHIRTS	10/21/2010	81955	66.75
CD	UTAH SCHOOL OF PHLEBOTOMY - CLASS/DALE S	10/21/2010	81956	600.00
CD	ROCK SOLID ROOFING - ROOFING/FARMINGTON	10/21/2010	81957	4,389.00
CD	CHILDREN'S JUSTICE CENTER - CONF. REG. F	10/21/2010	81958	320.00
CD	AMERICAN WINDOW TINTING, INC. - PARTS AN	10/21/2010	81959	417.00
CD	BLACKHAWK - SUPPLIES	10/21/2010	81960	36.00
CD	HENRIKSEN BUTLER - OFFICE SUPPLIES	10/21/2010	81961	1,145.15
CD	COLONIAL FLAG - FLAGS	10/21/2010	81962	179.00
CD	KEITH JOHNSON - REIMB. FOR PHONE RECORDI	10/21/2010	81963	24.48
CD	MAX FORBUSH - HEALTH REIMBURSEMENT	10/21/2010	81964	250.00
CD	GEORGE CHIPMAN - LAMINATON AND BINDING	10/21/2010	81965	16.69
CD	INCENTIVES PLUS - .TRAILS PATCHES	10/21/2010	81966	178.00
CD	BRETT WINKELMAN - HEALTH REIMB.	10/21/2010	81967	250.00
CD	COMMERCIAL OFFICE SUPPLY - TRAIL GUIDE C	10/21/2010	81968	49.75
CD	CURT CARVER - REIMB. FOR TRAVEL EXPENSE	10/21/2010	81969	600.00
CDA	A-1 UNIFORMS	10/26/2010	81970	368.00
CDA	ACADEMY SPORTS	10/26/2010	81971	70.50
CDA	AMERICAN LINEN - STEINER	10/26/2010	81972	73.38
CDA	BATTERIES PLUS	10/26/2010	81973	401.94
CDA	BLACK & MCDONALD	10/26/2010	81974	4,031.86
CDA	BLUE PEBBLE PRESS	10/26/2010	81975	750.00
CDA	BLOMQUIST HALE CONSULTING	10/26/2010	81976	150.00
CDA	BOUNTIFUL MEMORIAL ART SHOP	10/26/2010	81977	205.00
CDA	CRS CONSULTING ENGINEERS II	10/26/2010	81978	33,261.64
CDA	CANYON OFFICE PRODUCTS	10/26/2010	81979	669.52
CDA	CATE EQUIPMENT	10/26/2010	81980	207.15
CDA	CENTERVILLE CITY	10/26/2010	81981	71.14
CDA	CHANSHARE, INC.	10/26/2010	81982	269.50
CDA	SHELLIE CHRISTENSEN	10/26/2010	81983	1,470.00
CDA	CLIPPER PUBLISHING COMPANY	10/26/2010	81984	25.44
CDA	CUSTOM FENCE COMPANY	10/26/2010	81985	7,074.46
CDA	DJB GAS SERVICES, INC.	10/26/2010	81986	149.00
CDA	DALLAS GREEN FARM & HOME	10/26/2010	81987	74.99
CDA	DAVIS COUNTY CORPORATION	10/26/2010	81988	3,120.22
CDA	EDWARDS DANIELS ARCHITECTS	10/26/2010	81989	5,040.00
CDA	FIRETROL PROTECTIONS SYSTEMS	10/26/2010	81990	80.85
CDA	GALL'S INC.	10/26/2010	81991	32.10
CDA	GLOBAL SECURITY	10/26/2010	81992	21.95
CDA	GOODSON SIGNS	10/26/2010	81993	174.24
CDA	GRANITE CONSTRUCTION COMPANY	10/26/2010	81994	948.00
CDA	HEPWORTH FLORAL	10/26/2010	81995	50.00
CDA	HOLT CLEANING SUPPLY	10/26/2010	81996	67.22
CDA	HOME DEPOT	10/26/2010	81997	802.64
CDA	INDUSTRIAL SUPPLY COMPANY, INC	10/26/2010	81998	70.76
CDA	INTEGRA TELECOM	10/26/2010	81999	1,786.61
CDA	INTERMOUNTAIN TRAFFIC SAFETY	10/26/2010	82000	901.25
CDA	INTERSTATE BATTERIES	10/26/2010	82001	164.90
CDA	IRIS MEDICAL, INC.	10/26/2010	82002	1,519.43

Journal	Payee or Description	Date	Check No	Amount
CDA	J & J PRODUCE	10/26/2010	82003	11,819.66
CDA	K MART CORPORATION	10/26/2010	82004	203.74
CDA	KASTLE ROCK EXCAVATING	10/26/2010	82005	680.00
CDA	KEITH'S LOCK & KEY	10/26/2010	82006	84.50
CDA	KILGORE PAVING	10/26/2010	82007	3,839.55
CDA	MIKE KING	10/26/2010	82008	195.00
CDA	KROGER - SMITH'S CUSTOMER CHGS	10/26/2010	82009	386.77
CDA	LES SCHWAB TIRE CENTER	10/26/2010	82010	112.89
CDA	LIFEGUARD STORE, INC	10/26/2010	82011	113.00
CDA	LYN DISTRIBUTING	10/26/2010	82012	100.00
CDA	MARLO PRODUCTS	10/26/2010	82013	35.00
CDA	MATRIX MEDICAL	10/26/2010	82014	1,374.95
CDA	MAZURAN & HAYES, PC	10/26/2010	82015	9,022.00
CDA	MEDIA ONE OF UTAH	10/26/2010	82016	1,107.98
CDA	METERWORKS	10/26/2010	82017	5,553.60
CDA	LARRY H. MILLER CHRYSLER JEEP	10/26/2010	82018	35.09
CDA	MOENCH PRINTING	10/26/2010	82019	1,638.00
CDA	ROD MORTENSEN	10/26/2010	82020	425.00
CDA	MOUNT OLYMPUS WATERS, INC.	10/26/2010	82021	29.17
CDA	MOUNTAIN STATES SUPPLY, INC.	10/26/2010	82022	390.05
CDA	OCE NORTH AMERICA	10/26/2010	82023	49.19
CDA	OFFICE DEPOT	10/26/2010	82024	1,310.30
CDA	OFFICEMAX CONTRACT INC.	10/26/2010	82025	19.73
CDA	OLDCASTLE PRECAST, INC.	10/26/2010	82026	1,556.21
CDA	OSWALD & FEIL, P.C.	10/26/2010	82027	391.00
CDA	PAGE BRAKE WAREHOUSE	10/26/2010	82028	110.01
CDA	PJ CHEESE, INC.	10/26/2010	82029	194.01
CDA	PARADISE BAKERY & CAFE	10/26/2010	82030	134.00
CDA	JACK B. PARSON COMPANY	10/26/2010	82031	1,385.20
CDA	QUESTAR GAS	10/26/2010	82032	1,408.12
CDA	QWEST	10/26/2010	82033	2,092.25
CDA	RADIO SHACK	10/26/2010	82034	12.75
CDA	TOM RANDALL DISTRIBUTING	10/26/2010	82035	5,634.16
CDA	RAY'S MUFFLER SERVICE	10/26/2010	82036	30.60
CDA	RED FLAME CATERING	10/26/2010	82037	690.00
CDA	ROCKY MOUNTAIN POWER	10/26/2010	82038	7,884.32
CDA	ROBINSON WASTE SERVICES	10/26/2010	82039	34,416.82
CDA	SINGLE SOURCE	10/26/2010	82040	182.04
CDA	SKAGGS COMPANIES, INC.	10/26/2010	82041	1,726.21
CDA	DOUGLAS C. SMITH	10/26/2010	82042	367.50
CDA	SPEEDEZE PEST CONTROL	10/26/2010	82043	140.00
CDA	SUNRISE ENGINEERING, INC.	10/26/2010	82044	17,052.08
CDA	SYSCO INTERMOUNTAIN FOOD SVC	10/26/2010	82045	711.39
CDA	THATCHER COMPANY	10/26/2010	82046	2,937.72
CDA	ULRICH & ASSOCIATES	10/26/2010	82047	14,000.00
CDA	UNITED STATES WELDING, INC.	10/26/2010	82048	41.35
CDA	UTAH BARRICADE COMPANY	10/26/2010	82049	194.25
CDA	WARNER TRUCKLAND	10/26/2010	82050	2.30
CDA	WASATCH VALLEY PIZZA	10/26/2010	82051	112.00
CDA	WHEELER MACHINERY COMPANY	10/26/2010	82052	215.77
CDA	WILLEY FORD	10/26/2010	82053	2,713.27
CDA	YOUR VALET CLEANERS	10/26/2010	82054	600.00
CD	BUCK'S BAGS - FOOTBALL SUPPLIES	10/28/2010	82055	1,488.00
CD	BRADY INDUSTRIES, LLC - COM. CENTER SUPP	10/28/2010	82056	208.96
CD	CREATIVE CULTURE - BADGES	10/28/2010	82057	263.50
CD	CODE 4 PUBLIC SAFETY ED. ASSOC - CLASS F	10/28/2010	82058	198.00
CD	DIV. OF DISEASE CONTROL - PERMIT FEE FOR	10/28/2010	82059	70.00
CD	ERICKSON LANDSCAPING INC. - RETENTION	10/28/2010	82060	5,732.15
CD	FIREWIRE SYSTEMS INC. - INVOICE FOR INST	10/28/2010	82061	2,290.19

Journal	Payee or Description	Date	Check No	Amount
CD	MAX FORBUSH - HEALTH REIMB.	10/28/2010	82062	250.00
CD	GENERAL COMMUNICATIONS, INC. - SERVICE	10/28/2010	82063	1,316.00
CD	HUGHES CONSTRUCTION - PROJECT #7690	10/28/2010	82064	9,121.00
CD	VOID CK	10/28/2010	82065	.00
CD	VOID CK	10/28/2010	82066	.00
CD	E.A. LYMAN - PROFESSIONAL SERVICES	10/28/2010	82067	690.00
CD	RADAR SHOP - RADAR RECERT.	10/28/2010	82068	738.00
CD	JOHN E. REID AND ASSOC. INC. - SERVICE	10/28/2010	82069	380.00
CD	UTAH CHAPTER ICC - CLAS A MEMBER/ERIC MI	10/28/2010	82070	125.00
CD	UTAH STATE TAX COMMISSION -	10/28/2010	82071	3,923.22
CD	WINGER'S - CATERING/INTERVIEW COMMITTEE	10/28/2010	82072	80.90
CD	JED COWAN - FOOTBALL ANNOUNCER	10/28/2010	82073	150.00
CD	BRIAN DYER - FOOTBALL OFFICIAL	10/28/2010	82074	40.00
CD	LORI FARNSWORTH - INVOICE FOR CLEANING S	10/28/2010	82075	500.00
CD	RANDY GALBRAITH - FOOTBALL OFFICIAL	10/28/2010	82076	40.00
CD	AUBREE GITTINS - COMM. CENTER DEPOSIT RE	10/28/2010	82077	75.00
CD	SARAH HALE - REIMB. DINNER THEATER FOOD	10/28/2010	82078	51.54
CD	WAYNE HANSEN - TRAINING EXPENSES	10/28/2010	82079	24.00
CD	BRYANT IVES - TRAINING EXPENSES	10/28/2010	82080	8.00
CD	SUSAN JACOBSON - POLICE DEPT. CLEANING	10/28/2010	82081	550.00
CD	ERIC JOHNSON - TRAINING EXPENSES	10/28/2010	82082	24.00
CD	CHANELLE JONES - COMM. CENTER DEPOSIT RE	10/28/2010	82083	50.00
CD	JOEL KNAPP - TRAINING EXPENSES	10/28/2010	82084	24.00
CD	LOUISE ODYSSEUS - REIMB. FOR COMM. CENTE	10/28/2010	82085	11.77
CD	DAVE QUINLEY - TRAINING EXPENSES	10/28/2010	82086	8.00
CD	SCOTT RICHARDSON - TRAINING EXPENSES	10/28/2010	82087	24.00
CD	LOIS SLAGOWSKI - VOLLEYBALL CLINIC	10/28/2010	82088	540.00
CD	PARISH SNYDER - TRAINING EXPENSES	10/28/2010	82089	24.00
CD	DAYNA TAYLOR - COMM. CENTER DEPOSIT REFU	10/28/2010	82090	150.00
CD	RON TAYLOR - FOOTBALL OFFICIAL	10/28/2010	82091	40.00
CD	VINCENT VERNON - COMM. CENTER DEPOSIT RE	10/28/2010	82092	220.00
CD	GEORGINA WHEADON - KARATE INSTRUCTION	10/28/2010	82093	680.00
CD	ANDREA WRIGHT - COMM. CENTER DEPOSIT REF	10/28/2010	82094	140.00
CD	VOID CK	10/28/2010	82095	.00
			Total:	1,406,553.83

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

FARMINGTON

HISTORIC BEGINNINGS · 1847

Planning Commission Staff Report
December 9, 2010

Item 3: Preliminary and Final Plat for Station Park Subdivision

Public Hearing:	Yes
Application No.:	S-11-10
Property Address:	1000 West Clark Lane
General Plan Designation:	TMU (Transit Mixed Use)
Zoning Designation:	TMU (Transit Mixed Use)
Area:	65.46 Acres
Number of Lots:	13
Property Owner:	CenterCal Properties
Agent:	CenterCal Properties

Request: *Applicant is requesting approval of a Preliminary Plat and a recommendation for a Final Plat for the subdivision of real property located within the Station Park commercial development.*

Background Information

The Station Park commercial project has been approved for several years now and the site plan is, for the most part, finalized. The applicants would like to now subdivide the property on which several of the buildings pads sit. The subdividing of the property within the project will allow some of the tenants to own the property on which the commercial building is set while other may lease the property from CenterCal.

The subdivision plat does not change the site plan of the project and is more the result of a finalized plan. The property lines shown on the plat will parcel off several of the commercial pads and create larger parcels on which other pads may be built in a manner similar to an individual site plan. The Harmon's parcel in the largest parcel on the east side of the site as Lot 2 and it consists of 6.340 acres. Similarly, Lot 13 is for a financial institution, and Lots 7, 8, 11 and 12 are for smaller commercial pads not connected to the larger commercial strip or the village area.

The proposed subdivision plat contains a total of 13 lots on just over 65 acres of property. Since the number of lots exceeds 10, the approval process consists of both a Preliminary and Final Plat. Staff considers the Schematic plat to have already been approved with the approval of the overall master plan several years ago. The Planning Commission grants approval of the Preliminary Plat and provides a recommendation to the City Council regarding the Final Plat.

Lots 2 and 4 of the subdivision do not front on a public street. Section 12-7-030(2) of the Subdivision ordinance states that *"all lots or parcels created by the subdivision shall have frontage on a dedicated street...Private streets shall not be permitted unless the Planning Commission finds that the most logical development of land requires that lots be created which are served by a private street or other means of access, and makes such findings in writing with the reasons stated therein."*

Suggested Motion(s)

Move that the Planning Commission approve the Station Park Subdivision Preliminary Plat on property located within the Station Park commercial development at approximately 1000 West Clark Lane, and further move that the Planning Commission recommend approval of the Final Plat for the Station Park Subdivision on the same property 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 Preliminary and Final Plat.
2. Applicant must receive approval of the Final Plat from the City Council and amend any necessary Development Agreement, if applicable, to record the proposed subdivision.
3. The applicant continues to work with the City's building department to ensure all building codes are met with regard to building setbacks and safety standards.
4. The applicant must provide and record reciprocal access easements and parking easements to each lot and use within the development.

Findings for Approval:

1. The proposed subdivision will not affect the overall site plan of the Station Park commercial development;
2. The subdividing of the real property within the Station Park commercial development will allow the developer to sell or lease property within the development to accommodate the future tenants of the project regarding tax and finance purposes;
3. Reciprocal access easements will be recorded against the property ensuring adequate access and parking for each lot and user.
4. Station Park is primarily a commercial project and not a residential development and it is not uncommon for "land locked" lots to exist within such a development so long as they are guaranteed access.
5. Lots 2 and 4 front a private street, Central Ave., along the east boundary of Lot 4 and west boundary of Lot 2.
6. The subdivision allows the developer to phase the construction of the project.
7. The building code issues have been resolved enabling zero lot line (or no setbacks) development within the project. Moreover, a platted subdivision will administratively allow for an easier process for issuing building permits.

Supplemental Information

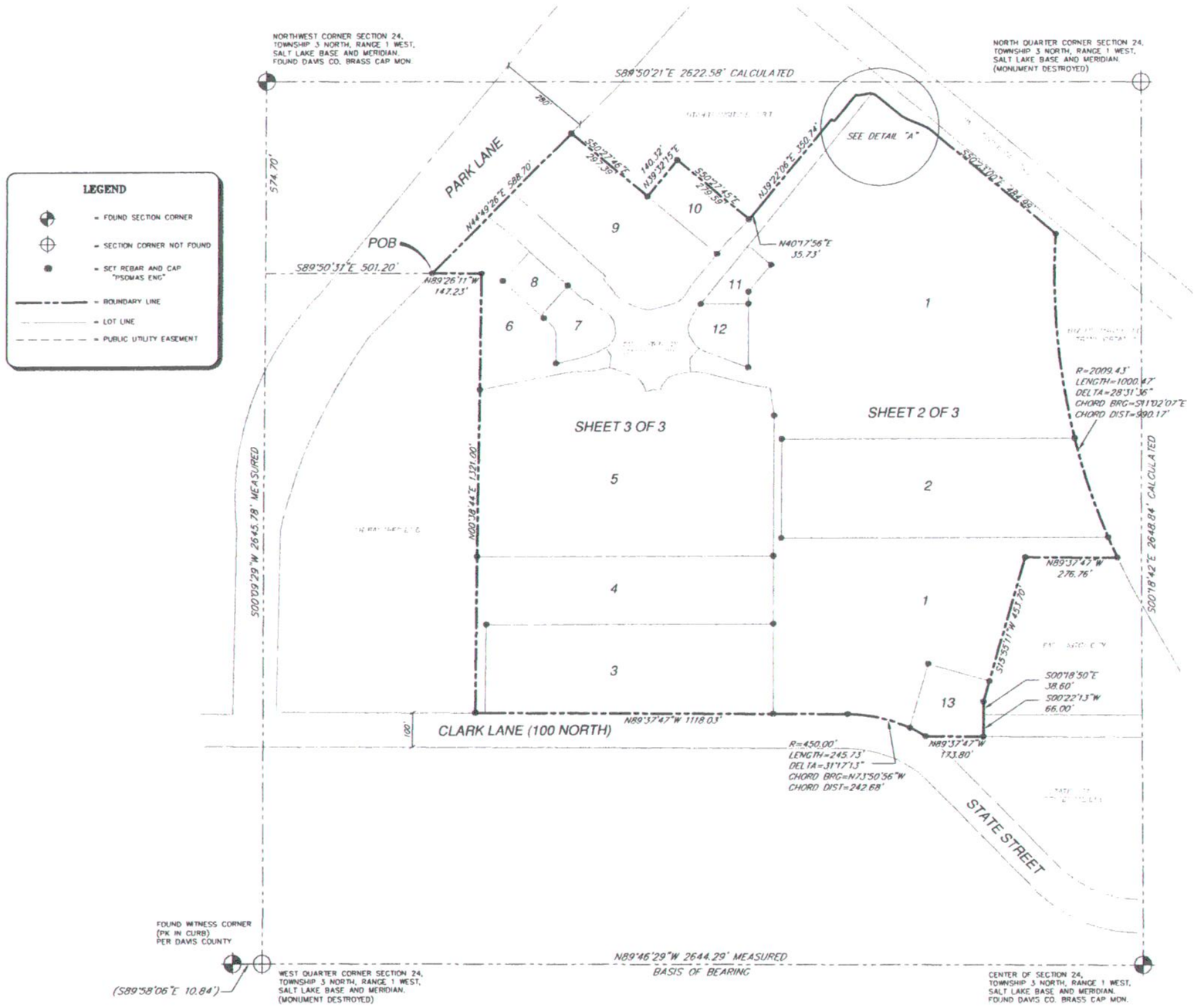
1. Station Park Subdivision

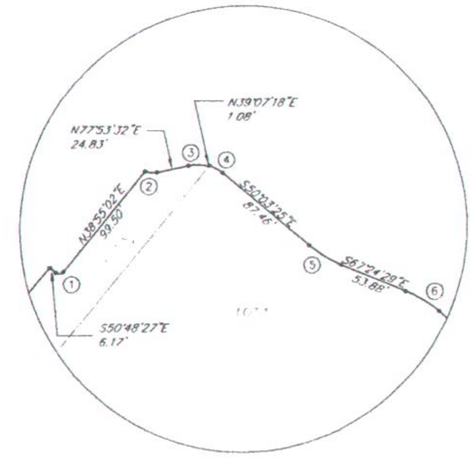
Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 18 – Mixed Use Districts

STATION PARK SUBDIVISION

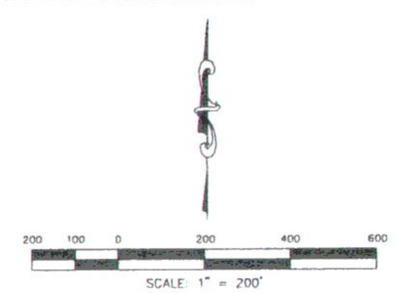
A SUBDIVISION LYING AND SITUATE IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, FARMINGTON CITY, DAVIS COUNTY, UTAH.



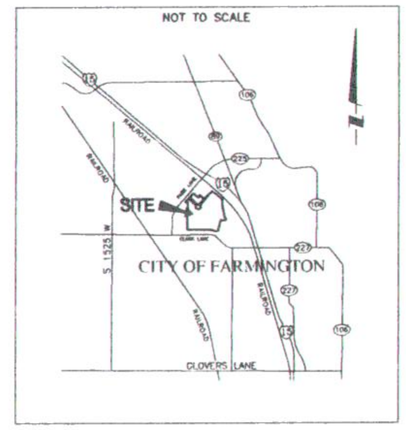


DETAIL "A"

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD DIST.
1	4.00'	6.30'	90°16'31"	N84°03'17"E	5.67'
2	15.00'	9.59'	36°38'25"	S83°47'15"E	9.43'
3	30.50'	15.76'	29°35'55"	S87°03'57"E	15.58'
4	31.50'	11.84'	21°32'18"	S60°49'34"E	11.77'
5	94.83'	29.34'	17°43'38"	S58°55'14"E	29.22'
6	101.50'	30.16'	17°01'29"	S58°53'45"E	30.05'



VICINITY MAP



SHEET 1 OF 3

SURVEYORS CERTIFICATE

I, Brian D. Arnold, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate number 187007 as prescribed under the laws of the State of Utah. I further certify by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, blocks, streets and easements and the same has been correctly surveyed and staked on the ground as shown on this plat and that this plat is true and correct

Date

No. 187007 BRIAN D. ARNOLD — STATE OF UTAH — PROFESSIONAL LAND SURVEYOR

BOUNDARY DESCRIPTION

That portion of the Northwest Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian, City of Farmington, County of Davis, State of Utah, being more particularly described as follows:

Commencing at the Northwest corner of said Section 24; South 00°09'29" West, along the West line of said Northwest Quarter a distance of 574.70 feet; thence South 89°50'31" East a distance of 501.20 feet to the South Right-of Way line of Park Lane and the POINT OF BEGINNING; thence North 44°49'26" East 588.70 feet along said South Right-of Way line; thence South 50°27'46" East 297.39 feet; thence North 39°32'15" East 140.32 feet; thence South 50°27'45" East 279.59 feet to the North Right-of Way line of Station Park Road; thence along said North Right-of Way line the following eight (8) courses: (1) North 40°17'56" East 35.73 feet (2) North 39°22'06" East 350.74 feet (3) South 50°48'27" East 6.17 feet (4) easterly 6.30 feet along the arc of a 4.00 foot radius curve to the left (chord bears North 84°03'17" East 5.67 feet) through a central angle of 90°16'31" (5) North 38°55'02" East 99.50 feet to a point on a non-tangent curve (6) easterly 9.59 feet along the arc of a 15.00 foot radius curve to the left (chord bears South 83°47'15" East 9.43 feet) through a central angle of 36°38'25" (7) North 77°53'32" East 24.83 feet to a point on a non-tangent curve (8) easterly 15.76 feet along the arc of a 30.50 foot radius curve to the right (chord bears South 87°03'57" East 15.58 feet) through a central angle of 29°35'55"; thence North 39°07'18" East 1.08 feet to a point on a non-tangent curve; thence southeasterly 11.84 feet along the arc of a 31.50 foot radius curve to the right (chord bears South 60°49'34" East 11.772 feet) through a central angle of 21°32'18"; thence South 50°03'25" East 87.46 feet; thence southeasterly 29.34 feet along the arc of a 94.83 foot radius curve to the left (chord bears South 58°55'14" East 29.22 feet) through a central angle of 17°43'38"; thence South 67°24'29" East 53.88 feet; thence southeasterly 30.16 feet along the arc of a 101.50 foot radius curve to the right (chord bears South 58°53'45" East 30.05 feet) through a central angle of 17°01'29"; thence South 50°23'00" East 484.99 feet to a point on a non-tangent curve; thence southerly 1,000.47 feet along the arc of a 2,009.43 foot radius curve to the left (chord bears South 11°02'07" East 990.17 feet) through a central angle of 28°31'36"; thence North 89°37'47" West 276.76 feet; thence South 15°55'11" West 453.70 feet; thence South 00°18'50" East 38.60 feet; thence South 00°22'13" West 66.00 feet; thence North 89°37'47" West 173.80 feet to a point on a non-tangent curve and the North Right-of Way line of Clark Lane; thence along said North Right-of Way line the following two (2) courses (1) westerly 245.73 feet along the arc of a 450.00 foot radius curve to the left (chord bears North 73°50'56" West 242.68 feet) through a central angle of 31°17'13" (2) North 89°37'47" West 1,118.03 feet; thence North 00°38'44" East 1,321.00 feet; thence North 89°26'11" West 147.23 feet to the POINT OF BEGINNING.

Less that portion lying within the Right-of-Way of Station Park Road, per those certain Special Warranty Deeds filed in the Office of the Davis County Recorder.
1) Entry #2500129, in Book 4922, at Page 967
2) Entry #2500130, in Book 4922, at Page 969
3) Entry #2510772, in Book 4958, at Page 852

Contains 65.459 acres / 13 Lots

OWNERS DEDICATION

Know all men by these presents that we all of the undersigned owners of all of the property described in the surveyors certificate hereon and shown on this map, have caused the same to be subdivided into lots, blocks, streets and easements and do hereby dedicate the streets and other public areas as indicated hereon for perpetual use of the public.

In witness hereof we have hereunto set our hands this _____ day of _____, a.d. 2010

Craig Trottier, Vice President of Development
Centercal Properties, L.L.C.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

On the _____ day of _____, 2010 personally appeared before me, the undersigned notary public in and for the County of _____, in said State of Utah, the signer of the above Owner's Dedication ___ in number, who duly acknowledged to me that they signed it freely and voluntarily and for the use and purpose therein mentioned.

MY COMMISSION EXPIRES_____

Notary Public
Residing in _____

WEBER BASIN WATER CONSEVANCY DISTRICT

REVIEWED FOR CONFORMANCE TO THE WEBER BASIN WATER CONSERVANCY DISTRICT STANDARDS THIS ____ DAY OF _____ A.D., 2010

WEBER BASIN WATER CONSERVANCY DISTRICT

CENTRAL DAVIS SEWER DISTRICT

REVIEWED FOR CONFORMANCE TO THE CENTRAL DAVIS SEWER DISTRICT STANDARDS THIS ____ DAY OF _____ A.D., 2010

CENTRAL DAVIS SEWER DISTRICT

NARRATIVE

The basis of this subdivision is an ALTA/ACSM Survey executed by Psomas in August 2010. The title report was prepared by Founders Title Company (Order No. F-045306, effective date August 16, 2010). Excepting Lots 4,5 and 9, of which are included in this overall subdivision boundary. The purpose of this Plat is to subdivide said property into 13 commercial lots for development.

DATE: 11/20/10
SCALE: 1" =200'
PROJECT No. 8CPL010100

PSOMAS
4179 South Riverboat Road, Suite 200
Salt Lake City, Utah 84123
(801) 270-5777 (801) 270-5782 (FAX)

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D., 2010 BY THE FARMINGTON PLANNING COMMISSION.

CHAIRMAN, FARMINGTON PLANNING COMM.

FARMINGTON CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

DATE — FARMINGTON CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D., 2010.

FARMINGTON CITY ATTORNEY

CITY COUNCIL

PRESENTED TO FARMINGTON CITY COUNCIL THIS _____ DAY OF _____ A.D., 2010 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: CLERK — MAYOR

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID_____

FILED FOR RECORD AND RECORDED THIS_____DAY OF _____ 2010 AT PAGE _____ IN BOOK_____ OF OFFICIAL RECORDS.

DAVIS COUNTY RECORDER

BY _____
DEPUTY RECORDER

STATION PARK SUBDIVISION

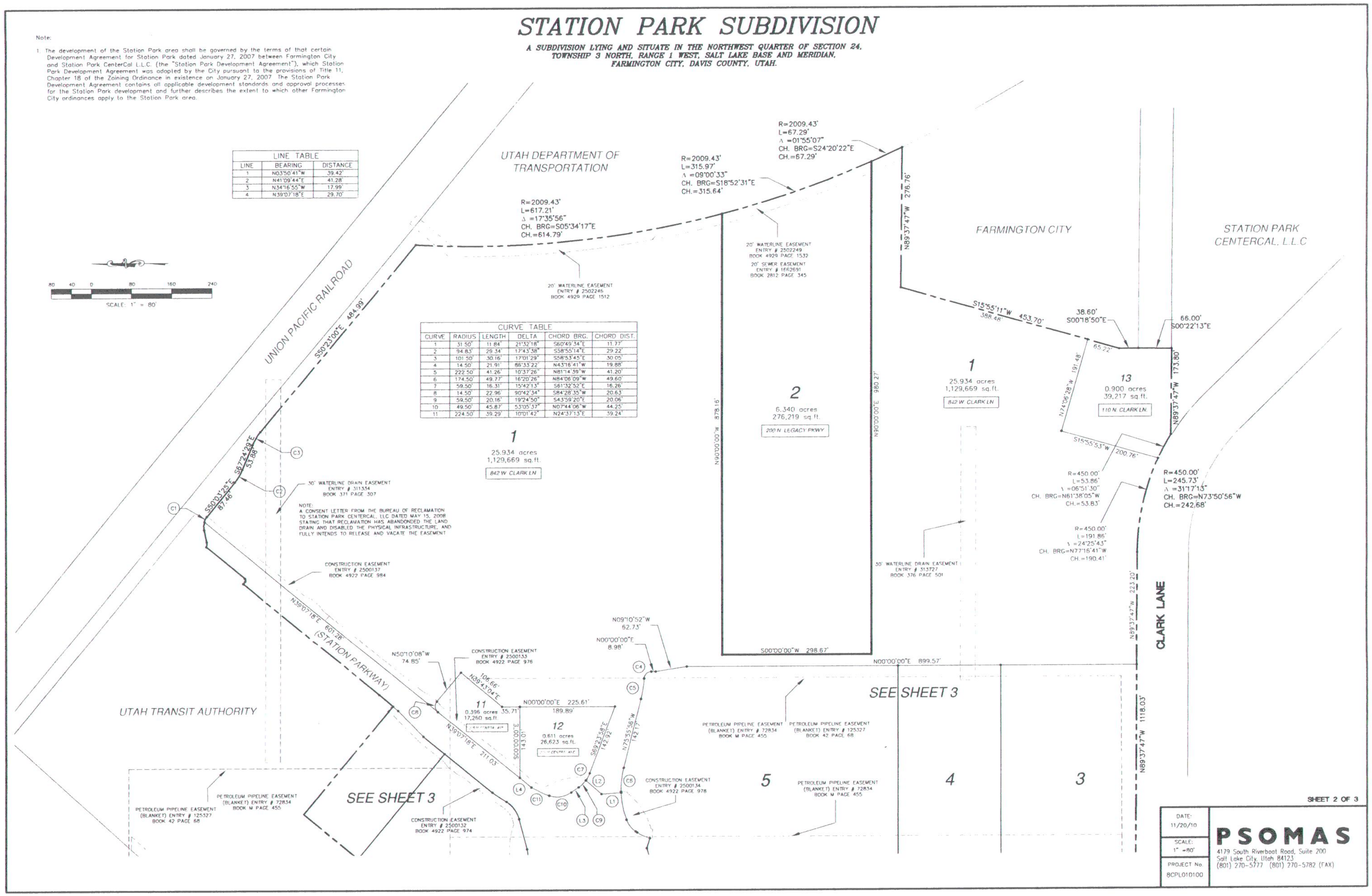
A SUBDIVISION LYING AND SITUATE IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, FARMINGTON CITY, DAVIS COUNTY, UTAH.

Note:

1. The development of the Station Park area shall be governed by the terms of that certain Development Agreement for Station Park dated January 27, 2007 between Farmington City and Station Park CenterCal L.L.C. (the "Station Park Development Agreement"), which Station Park Development Agreement was adopted by the City pursuant to the provisions of Title 11, Chapter 18 of the Zoning Ordinance in existence on January 27, 2007. The Station Park Development Agreement contains all applicable development standards and approval processes for the Station Park development and further describes the extent to which other Farmington City ordinances apply to the Station Park area.

LINE TABLE		
LINE	BEARING	DISTANCE
1	N03°50'41"W	39.42'
2	N41°09'44"E	41.28'
3	N34°16'55"W	17.99'
4	N39°07'18"E	29.70'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD DIST.
1	31.50'	11.84'	21°32'18"	S60°49'34"E	11.77'
2	94.83'	29.34'	17°43'38"	S58°55'14"E	29.22'
3	101.50'	30.16'	17°01'29"	S58°53'45"E	30.05'
4	14.50'	21.91'	86°33'22"	N43°16'41"W	19.88'
5	222.50'	41.26'	10°37'26"	N81°14'39"W	41.20'
6	174.50'	49.77'	16°20'26"	N84°06'09"W	49.60'
7	59.50'	16.31'	15°42'13"	S61°32'52"E	16.26'
8	14.50'	22.96'	90°42'34"	S84°28'35"W	20.63'
9	59.50'	20.16'	19°24'50"	S43°59'20"E	20.06'
10	49.50'	45.87'	53°05'37"	N07°44'06"W	44.25'
11	224.50'	39.29'	10°01'42"	N24°37'13"E	39.24'

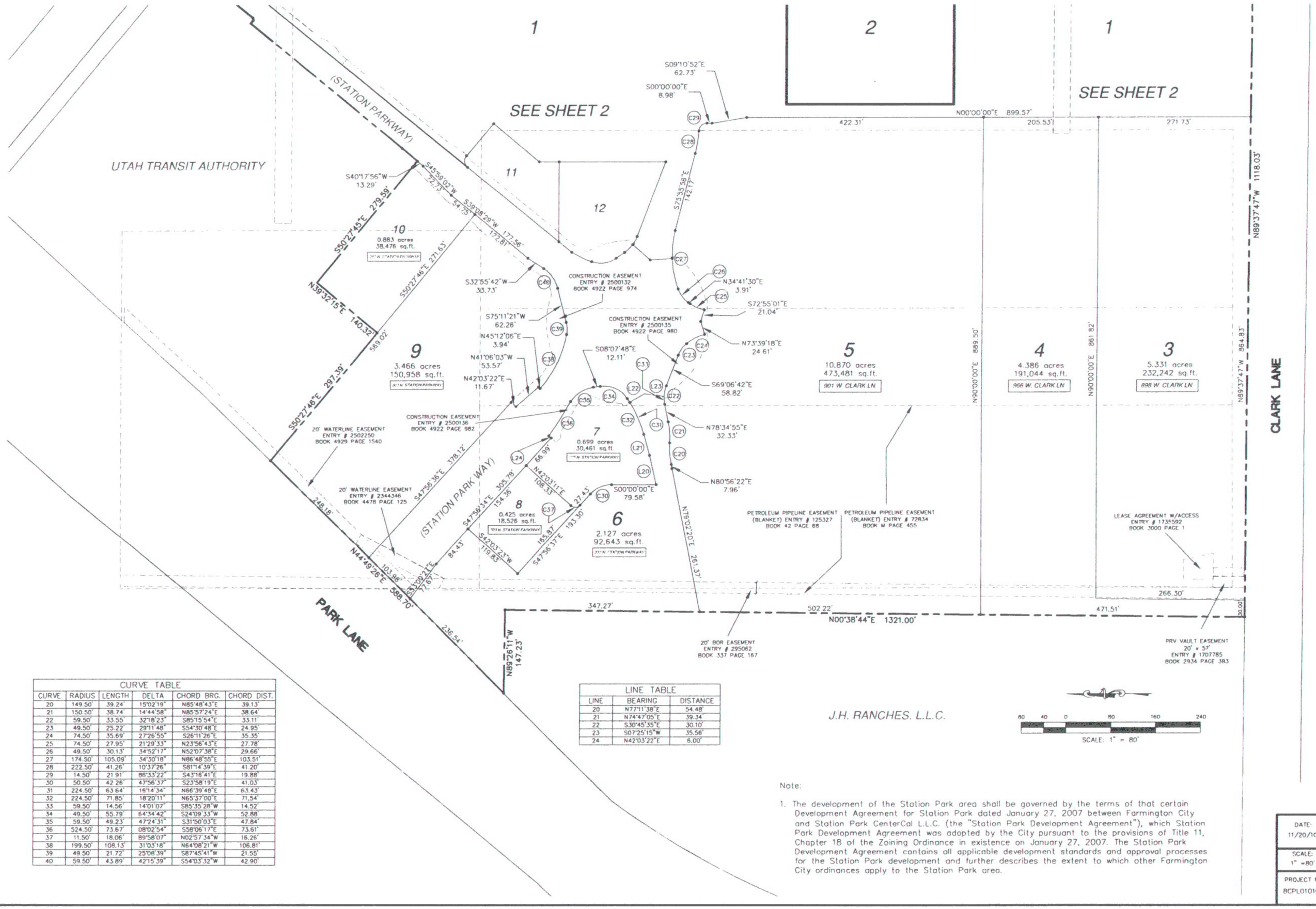


SHEET 2 OF 3

DATE: 11/20/10	**PSOMAS**
SCALE: 1" =80'	4179 South Riverboat Road, Suite 200 Salt Lake City, Utah 84123 (801) 270-5777 (801) 270-5782 (FAX)
PROJECT No. 8CPL010100	

STATION PARK SUBDIVISION

A SUBDIVISION LYING AND SITUATE IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. FARMINGTON CITY, DAVIS COUNTY, UTAH.



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD DIST.
20	149.50'	39.24'	15°02'19"	N85°48'43"E	39.13'
21	150.50'	38.74'	14°44'58"	N85°57'24"E	38.64'
22	59.50'	33.55'	32°18'23"	S85°15'54"E	33.11'
23	49.50'	25.22'	29°11'48"	S54°30'48"E	24.95'
24	74.50'	35.69'	27°26'55"	S26°11'26"E	35.35'
25	74.50'	27.95'	21°29'33"	N23°56'43"E	27.78'
26	49.50'	30.13'	34°52'17"	N52°07'38"E	29.66'
27	174.50'	105.09'	34°30'18"	N86°48'55"E	103.51'
28	222.50'	41.26'	10°37'26"	S81°14'39"E	41.20'
29	14.50'	21.91'	86°33'22"	S43°16'41"E	19.88'
30	50.50'	42.26'	47°56'37"	S23°58'19"E	41.03'
31	224.50'	63.64'	16°14'34"	N66°39'48"E	63.43'
32	224.50'	71.85'	18°20'11"	N65°37'00"E	71.54'
33	59.50'	14.56'	14°01'07"	S85°35'28"W	14.52'
34	49.50'	55.79'	64°34'42"	S24°09'33"W	52.88'
35	59.50'	49.23'	47°24'31"	S31°50'03"E	47.84'
36	524.50'	73.67'	08°02'54"	S58°06'17"E	73.61'
37	11.50'	18.06'	89°58'07"	N02°57'34"W	16.26'
38	199.50'	108.13'	31°03'18"	N64°08'21"W	106.81'
39	49.50'	21.72'	25°08'39"	S87°45'41"W	21.55'
40	59.50'	43.89'	42°15'39"	S54°03'32"W	42.90'

LINE TABLE		
LINE	BEARING	DISTANCE
20	N77°11'38"E	54.48'
21	N74°47'05"E	39.34'
22	S30°45'35"E	30.10'
23	S07°25'15"W	35.56'
24	N42°03'22"E	8.00'

Note:

1. The development of the Station Park area shall be governed by the terms of that certain Development Agreement for Station Park dated January 27, 2007 between Farmington City and Station Park CenterCal L.L.C. (the "Station Park Development Agreement"), which Station Park Development Agreement was adopted by the City pursuant to the provisions of Title 11, Chapter 18 of the Zoining Ordinance in existence on January 27, 2007. The Station Park Development Agreement contains all applicable development standards and approval processes for the Station Park development and further describes the extent to which other Farmington City ordinances apply to the Station Park area.

SHEET 3 OF 3

DATE: 11/20/10	**PSOMAS**
SCALE: 1" =80'	4179 South Riverboat Road, Suite 200 Salt Lake City, Utah 84123 (801) 270-5777 (801) 270-5782 (FAX)
PROJECT No. 8CPL010100	

RESOLUTION NO. _____

A RESOLUTION UPDATING AND AMENDING THE FARMINGTON CITY STORM WATER MANAGEMENT PROGRAM.

WHEREAS, the City Council of Farmington City has previously adopted a Storm Water Management Program ("SWMP") in accordance with State and Federal requirements regarding water quality and implementation of the Utah and National Pollutant Discharge Elimination System; and

WHEREAS, pursuant to requirements and conditions of the new Small MS4 General UPDES Permit issued by the State of Utah to Farmington City ("State Permit"), the City desires to update and amend its SWMP to bring its provisions into compliance with State Permit requirements; and

WHEREAS, based on recommendations from the City's staff, consultants and professionals, the City Council finds that it is in the best interest of the public to protect the public health, safety and welfare of the City and its inhabitants by, among other purposes, updating and amending its SWMP as more particularly provided herein.

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

Section 1. **Amendment.** The Farmington City Stormwater Management Program is hereby updated and amended by the City to read in its entirety as set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

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

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

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

ATTEST: **FARMINGTON CITY**

_____ _____

City Recorder Mayor Scott Harbertson

EXHIBIT "A"

FARMINGTON CITY
STORMWATER MANAGEMENT PROGRAM

Farmington City

Storm Water Management Program

Permit # UTR090006

Submitted to:
State of Utah
Department of Environmental Quality
Division of Water Quality

Submitted by:
Farmington City
160 S Main
Farmington, UT 84025

November, 2010

Purpose

Farmington City's Storm Water Management Program (SWMP) is intended to give direction to the City in satisfying Federal and State water quality requirements as set forth under the National Pollutant Discharge Elimination System (NPDES) and Utah Pollutant Discharge Elimination System (UPDES) permits. The purpose of the SWMP is to establish a program which will effectively limit the discharge of pollutants from the Farmington City storm drainage system to the maximum extent practicable (MEP).

In an effort to prevent harmful pollutants from being carried by storm water runoff into local water bodies, this program outlines the implementation of controls in specific areas. The six minimum control measures addressed under the UPDES permit are:

1. Public Education and Outreach on Storm Water Impacts
2. Public Involvement/Participation
3. Illicit Discharge Detection and Elimination (IDDE)
4. Construction Site Storm Water Runoff Control
5. Long-Term Storm Water Management in Development and Re-Development (Post-Construction Storm Water Management)
6. Pollution Prevention and Good Housekeeping for Municipal Operations

The SWMP includes the following information for each of the six minimum control measures:

- The Best Management Practices (BMPs) that the City will implement.
- The measurable goals for each of the BMPs.
- The persons/positions responsible for implementing or coordinating the BMPs.
- A rationale for how and why each of the BMPs and measurable goals for the program was selected.

Legal Authority

Federal

In 1972 Congress enacted the Clean Water Act (CWA). The primary purpose for this federal statute is to protect the nation's waters. The objective of the Act is the total elimination of the discharge of pollutants into the nation's waters. The NPDES is a provision of the CWA. This provision prohibits discharge of pollutants into waters of the United States unless a special permit is issued by the Environmental Protection Agency (EPA), a state, or another delegated agency. As authorized by the CWA, the NPDES permit program controls water pollution by regulating point sources that discharge into waters of the United States. Point sources are discreet conveyances such as pipes or man-made ditches.

Phase II of the NPDES permit program focuses on Small Municipal Separate Storm Sewer Systems (MS4s). The regulated entities must obtain coverage under an NPDES

storm water permit and implement a SWMP. The main objective of the program is to control point source pollution in urbanized areas to the maximum extent practicable.

State

The State Department of Environmental Quality (DEQ) administers the NPDES permit program in the State of Utah. The State has a General Permit. The DEQ issues UPDES permits under the State's General Permit.

County

Each of the 15 cities in Davis County files for separate permits. Although Farmington City has been issued a separate permit, the City works jointly with the Davis County Storm Water Coalition and Davis County to facilitate a program addressing the first three minimum control measures:

1. Public Education and Outreach on Storm Water Impacts
2. Public Involvement/Participation
3. Illicit Connection and Illicit Discharge Detection and Elimination

Components of the County's program include public education, mapping, and training among joint partners in the County.

City

Farmington is located in Davis County. The population of the community is estimated to be 15,000. The majority of the land use in the City is residential. There are some agricultural areas, and little commercial, although there is a large commercial development (approximately 60 acres) currently under construction.

Farmington City will implement management practices that will effectively limit the discharge of pollutants from the storm drainage system, protect water quality, and satisfy the appropriate water quality requirements of the *Utah Water Quality Act*. The City has established legal authority to control discharges to and from the storm drainage system through a combination of statute, ordinance, permit, contract or order.

Management and oversight of the Farmington City Storm Water Management Program is funded by the Farmington City Storm Water Utility. The Farmington City SWMP is coordinated by the Storm Water Official.

SWMP Review and Modification

Farmington City will participate in an annual review of the SWMP. In conjunction with that review, an annual report will be prepared and submitted to the State. Any changes or modifications will be described and submitted. This review will include the following:

- A status review of the program implementation and compliance with the schedule of compliance contained in the SWMP
- A review of any revision or change of BMPs in the reporting year and assessment of the change or revision for effectiveness
- An overall assessment of the goals and direction of the SWMP and effectiveness of BMPs

An annual report will be submitted using the report form provided on the Division of Water Quality's (Division) website.

The SWMP may be modified in compliance with the following:

- Changes adding (but not subtracting) components, controls, or requirements to the SWMP may be made at any time upon written notification to the Division.
- Changes replacing an ineffective or unfeasible BMP specifically identified in the SWMP with an alternate BMP may be adopted at any time, provide the analysis is clearly outlined and subsequently approved by the Division. An analysis shall include:
    1. An explanation of why the BMP is ineffective or infeasible.
    2. Expectations or report on the effectiveness of the replacement BMP.
    3. An analysis of why the replacement BMP is expected to achieve the goals of the BMP to be replaced, or has achieved those goals.

- Change requests or notification must be made in writing and signed as required.

Chapter One
Public Education and Outreach

The purpose of this chapter is to define the outreach and education efforts that will be used to inform the public about storm water pollution issues in Farmington City. The City will continue to participate with the Davis County Storm Water Coalition in its efforts to provide public education and outreach to the citizens in Davis County.

Requirements

1. The City will participate in a public education and outreach program to promote behavior change by the public to reduce water quality impacts associate with pollutants in storm water runoff and illicit discharges. The effort will include a multimedia approach and shall be targeted and presented to specific audiences for increased effectiveness. Education and outreach efforts will include the following four audiences: (1) residents, (2) businesses, institutions, and commercial facilities, (3) developers and contractors (construction), and (4) MS4 industrial facilities. The minimum performance measures which should be based on land use and target audiences found within the community include:
    a. Targeting specific pollutants and pollutant sources determined by the Coalition or City to be impacting, or have the potential to impact, the beneficial uses of receiving water. This includes providing information and outreach activities which describe the potential impacts from storm water discharges; methods for avoiding, minimizing, reducing and/or eliminating the adverse impacts of storm water discharges and the actions individuals can take to improve water quality, including encouraging participation in local environmental stewardship activities, based on the land uses and target audiences found within the City.
    b. Informing businesses and the general public of the City's prohibitions against and the water quality impacts associated with illegal discharges and improper disposal of waste.
    c. Providing information for engineers, construction contractors, developers, development review staff, and land use planners about the development of storm water pollution prevention plans (SWPPPs) and BMPs for reducing adverse impacts from storm water runoff from development sites.
    d. Providing and documenting training given to engineers, developers, development and plan review staff, land use planners, and other parties as applicable to learn about Low Impact Development (LID) practices, green infrastructure practices, and to communicate the specific requirements for post-construction control and the associated Best Management Practices (BMPs) chosen within the SWMP.

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Specific targeted pollutants and audiences were discussed in meetings with the Coalition members. Notes from those meetings are on record at Farmington City Hall.

Appendix A is a table showing the proposed activities of the Davis County Storm Water Coalition in which Farmington City will participate:

Measurable Goals

The table below represents measurable goals that are to be implemented and assessed during the permit term. The purpose of measurable goals is to gauge permit compliance and program effectiveness.

Measurable Goals- Public Education & Outreach			
Target Date	**BMP**	**Responsible Party**	**Rationale**
		DCSWC= Davis County Storm Water Coalition	
1st Year August, 2011	○ Provide funding and review of 4th grade outreach program and provide education for all 4th grade classes in Davis County in cooperation with the Davis County Storm Water Coalition	DCSWC	This fits in with the curriculum and reaches future adults in the community
	○ Provide funding and participate in annual Water Fair for 4th graders in cooperation with the Davis County Storm Water Coalition	DCSWC	This fits in with the curriculum and reaches future adults in the community
	○ Publish one article in the Farmington City Newsletter addressing local storm water issues	Ken Klinker	There is a need to educate residents. The newsletter reaches everyone with the water bill.
	○ Provide funding through the Davis County Storm Water Coalition for the Salt Lake County television ad campaign	DCSWC	This is a joint program with other counties which has been funded for several years to reach the maximum number of residents.
	○ Provide funding and support for contractor, municipal employee, developer etc. training annually through the Davis County Storm Water Coalition	DCSWC	There is a need to fund these groups. The coalition can facilitate the training for all participating communities.
2nd Year August, 2012	○ Provide funding and review of 4th grade outreach program and provide education for all 4th grade classes in Davis County in cooperation with the Davis County Storm Water Coalition	DCSWC	This fits in with the curriculum and reaches future adults in the community
	○ Provide funding and participate in annual Water Fair for 4th graders in cooperation with the Davis County Storm Water Coalition	DCSWC	This fits in with the curriculum and reaches future adults in the community
	○ Publish one article in the Farmington City Newsletter addressing local storm water issues	Ken Klinker	There is a need to educate residents. The newsletter reaches everyone with the water bill.
	○ Provide funding through the Davis County Storm Water Coalition for the Salt Lake County television ad campaign	DCSWC	This is a joint program with other counties which has been funded for several years to reach the maximum number of residents.
	○ Provide funding and support for contractor, municipal employee, developer etc. training annually through the Davis County Storm Water Coalition	DCSWC	There is a need to fund these groups. The coalition can facilitate the training for all participating communities.

3rd Year August, 2013	○ Provide funding and review of 4th grade outreach program and provide education for all 4th grade classes in Davis County in cooperation with the Davis County Storm Water Coalition ○ Provide funding and participate in annual Water Fair for 4th graders in cooperation with the Davis County Storm Water Coalition ○ Publish one article in the Farmington City Newsletter addressing local storm water issues ○ Provide funding through the Davis County Storm Water Coalition for the Salt Lake County television ad campaign ○ Provide funding and support for contractor, municipal employee, developer etc. training annually through the Davis County Storm Water Coalition	DCSWC DCSWC Ken Klinker DCSWC DCSWC	This fits in with the curriculum and reaches future adults in the community This fits in with the curriculum and reaches future adults in the community There is a need to educate residents. The newsletter reaches everyone with the water bill. This is a joint program with other counties which has been funded for several years to reach the maximum number of residents. There is a need to fund these groups. The coalition can facilitate the training for all participating communities.
4th Year August, 2014	○ Provide funding and review of 4th grade outreach program and provide education for all 4th grade classes in Davis County in cooperation with the Davis County Storm Water Coalition ○ Provide funding and participate in annual Water Fair for 4th graders in cooperation with the Davis County Storm Water Coalition ○ Publish one article in the Farmington City Newsletter addressing local storm water issues ○ Provide funding through the Davis County Storm Water Coalition for the Salt Lake County television ad campaign ○ Provide funding and support for contractor, municipal employee, developer etc. training annually through the Davis County Storm Water Coalition	DCSWC DCSWC Ken Klinker DCSWC DCSWC	This fits in with the curriculum and reaches future adults in the community This fits in with the curriculum and reaches future adults in the community There is a need to educate residents. The newsletter reaches everyone with the water bill. This is a joint program with other counties which has been funded for several years to reach the maximum number of residents. There is a need to fund these groups. The coalition can facilitate the training for all participating communities.
5th Year August, 2015	○ Provide funding and review of 4th grade outreach program and provide education for all 4th grade classes in Davis County in cooperation with the Davis County Storm Water Coalition ○ Provide funding and participate in annual Water Fair for 4th graders in cooperation with the Davis County Storm Water Coalition ○ Publish one article in the Farmington City Newsletter addressing local storm water issues ○ Provide funding through the Davis County Storm Water Coalition for the Salt Lake County television ad campaign ○ Provide funding and support for contractor, municipal employee, developer etc. training annually through the Davis County Storm Water Coalition	DCSWC DCSWC Ken Klinker DCSWC DCSWC	This fits in with the curriculum and reaches future adults in the community This fits in with the curriculum and reaches future adults in the community There is a need to educate residents. The newsletter reaches everyone with the water bill. This is a joint program with other counties which has been funded for several years to reach the maximum number of residents. There is a need to fund these groups. The coalition can facilitate the training for all participating communities.

Chapter Two
Public Involvement and Participation

The purpose of this chapter is to outline a plan to include public involvement and participation in the process for developing this Storm Water Management Program.

Requirements

1. The City will implement a program that complies with applicable state and local public notice requirements. The SWMP will include ongoing opportunities for public involvement and participation such as advisory panels, public hearings, watershed committees, stewardship programs, environmental activities, other volunteer opportunities, or other similar activities. The City may prioritize all potentially affected stakeholder groups, which include but are not limited to, commercial and industrial businesses, trade associations, environmental groups, homeowners associations, and education organizations. The minimum performance measures will be:
    a. The City will adopt a program or policy directive to create opportunities for the public to provide input during the decision making processes involving the development, implementation and update of the SWMP, including development and adoption of all required ordinances and regulatory mechanisms.
    b. The City will make the latest updated version of the SWMP available to the public for review and input. A current version of the SWMP will remain available for public review and input for the life of the permit. The City will post the latest version of the SWMP on its website to allow the public to review and provide input.
    c. Notice of all SWMP-related public hearings should be published in a community publication or newspaper of general circulation to provide opportunities for public involvement.

Measurable Goals

Measurable Goals- Public Involvement & Participation			
Target Date	**BMP**	**Responsible Party**	**Rationale**
1st Year August, 2011	○ Hold a public hearing to provide input and adopt the SWMP	Farmington City	Want to receive public review and input
	○ Participate in Storm Water Coalition meetings which include input from private sector representatives	Ken Klinker	Helps us to work together to address issues and get input from the private sector
	○ Post SWMP on Farmington City Website and request public input into program	Ken Klinker	Permit requirement and desire to have public input
	○ Respond to all comments received concerning SWMP	Ken Klinker	Permit requirement and desire to address public concerns
	○ Revise SWMP on an annual basis if needed	Ken Klinker	Permit requirement
2nd Year August, 2012	○ Hold a public meeting to solicit input on potential changes to the SWMP	Farmington City	Want to receive public review and input
	○ Participate in Storm Water Coalition meetings which include input from private sector representatives	Ken Klinker	Helps us to work together to address issues and get input from the private sector
	○ Post the SWMP on the Farmington City Website and request public input into program	Ken Klinker	Permit requirement and desire to have public input
	○ Respond to all comments received concerning SWMP	Ken Klinker	Permit requirement and desire to address public concerns
	○ Revise SWMP on an annual basis if needed	Ken Klinker	Permit requirement
3rd Year August, 2013	○ Hold a public meeting to solicit input on potential changes to the SWMP	Farmington City	Want to receive public review and input
	○ Participate in Storm Water Coalition meetings which include input from private sector representatives	Ken Klinker	Helps us to work together to address issues and get input from the private sector
	○ Post the SWMP on the Farmington City Website and request public input into program	Ken Klinker	Permit requirement and desire to have public input
	○ Respond to all comments received concerning SWMP	Ken Klinker	Permit requirement and desire to address public concerns
	○ Revise SWMP on an annual basis if needed	Ken Klinker	Permit requirement
4th Year August, 2014	○ Hold a public meeting to solicit input on potential changes to the SWMP	Farmington City	Want to receive public review and input
	○ Participate in Storm Water Coalition meetings which include input from private sector representatives	Ken Klinker	Helps us to work together to address issues and get input from the private sector
	○ Post the SWMP on the Farmington City Website and request public input into program	Ken Klinker	Permit requirement and desire to have public input
	○ Respond to all comments received concerning SWMP	Ken Klinker	Permit requirement and desire to address public concerns
	○ Revise SWMP on an annual basis if needed	Ken Klinker	Permit requirement

5th Year August, 2015	○ Hold a public meeting to solicit input on potential changes to the SWMP	Farmington City	Want to receive public review and input
	○ Participate in Storm Water Coalition meetings which include input from private sector representatives	Ken Klinker	Helps us to work together to address issues and get input from the private sector
	○ Post the SWMP on the Farmington City Website and request public input into program	Ken Klinker	Permit requirement and desire to have public input
	○ Respond to all comments received concerning SWMP	Ken Klinker	Permit requirement and desire to address public concerns
	○ Revise SWMP on an annual basis if needed	Ken Klinker	Permit requirement

Chapter Three
Illicit Discharge Detection and Elimination

The purpose of this chapter is to outline a program designed to systematically find and eliminate sourced of non-storm water discharges from the Farmington storm water system and to implement defined procedures to prevent illicit connections and discharges.

Farmington City will work with the Davis County Public Health Department, which maintains an illicit discharge reporting hotline, to evaluate illicit discharges and assure that they are stopped and properly cleaned up.

Requirements

Farmington City will:

1. Maintain a current storm sewer system map of the City, showing the location of all municipal storm sewer outfalls and the names and location of all state waters that receive discharges from those outfalls, storm drain pipes, and other storm water conveyance structures within the system.
2. Effectively prohibit, through ordinances or other regulatory mechanisms, illicit discharges into the storm sewer system, and implement appropriate enforcement procedures and actions.
3. Develop, implement and document a plan to detect and address non-storm water discharges to the City, including spills, illicit connections, sanitary sewer overflows, and illegal dumping.

Ordinance for Illicit Discharges

Farmington City Ordinance 16-04-140 addresses illicit discharges to the storm water system. The Storm Water Ordinance, Title 16, provides for penalties for violating the ordinance.

Measurable Goals- IDDE			
Target Date	**BMP**	**Responsible Party**	**Rationale**
1st Year August, 2011	○ Develop the IDDE Program for the City.	Ken Klinker	Permit requirement
	○ Adopt the IDDE Program after receiving public input at a public hearing.	Farmington City	Will provide authority to carry out the program, and allow citizens to provide input
	○ Create a list of priority areas likely to have illicit discharges	Ken Klinker	Permit Requirement- will be part of IDDE
	○ Inspect 20% of priority areas identified.	Ken Klinker	Permit requirement
	○ Produce a Field Inspection Form to document findings of inspections.	Ken Klinker	Will need this to document inspections
	○ Develop SOPs for tracing the source of an illicit discharge.	Ken Klinker	Will be part of IDDE program
	○ Develop SOPs for characterizing the nature of, and the potential public or environmental threat posed by any detected illicit discharge.	Ken Klinker	Will be part of IDDE program
	○ Develop SOPs for ceasing illicit discharges.	Ken Klinker	Will be part of IDDE
	○ Develop a written spill/dumping response procedure and flow chart.	Farmington City	Public works needs to have this as part of their SOP
	○ Provide employee training about the IDDE program.	Ken Klinker	Permit requirement and desire to educate employees
2nd Year August, 2012	○ Implement the IDDE program for the City.	Ken Klinker	Permit requirement
	○ Implement the SOPs for tracing sources of illicit discharges.	Ken Klinker	Permit requirement
	○ Implement SOPs for characterizing the nature of, and the potential public or environmental threat posed by any detected illicit discharge.	Ken Klinker	Permit requirement
	○ Inspect 20% of priority areas identified and document all inspections.	Ken Klinker	Permit requirement
	○ Update storm water system map to include any new discharge points.	Ken Klinker /Matt McCullough	Permit requirement/ need updated info to be effective
	○ Input results of inspections in GIS data base.	Matt McCullough	Need efficient way to track inspections and problems
	○ Monitor suspected outfalls.	Ken Klinker	Permit requirement/ need to address issues
	○ Identify and fix sources of illicit discharge.	Ken Klinker	Permit requirement/ need to address issues
	○ Provide employee training about the IDDE program.	Ken Klinker	Permit requirement and desire to educate employees

3rd Year August, 2013	○ Inspect 20% of priority areas identified and document all inspections ○ Update storm water system map to include any new discharge points. ○ Input results of inspections in GIS data base. ○ Monitor suspected outfalls. ○ Identify and fix sources of illicit discharge. ○ Review ordinance and revise to meet needs identified in IDDE program that are not currently addressed. ○ Provide employee training about the IDDE program.	Ken Klinker Ken Klinker /Matt McCullough Matt McCullough Ken Klinker Ken Klinker Ken Klinker /Farmington City Ken Klinker	Permit requirement Permit requirement/ need updated info to be effective Need efficient way to track inspections and problems Permit requirement/ need to address issues Permit requirement/ need to address issues Want to make sure ordinance address needs of the IDDE program Permit requirement and desire to educate employees
4th Year August, 2014	○ Inspect 20% of priority areas identified and document all inspections ○ Update storm water system map to include any new discharge points. ○ Input results of inspections in GIS data base. ○ Monitor suspected outfalls. ○ Identify and fix sources of illicit discharge. ○ Review ordinance and revise to meet needs identified in IDDE program that are not currently addressed. ○ Provide employee training about the IDDE program.	Ken Klinker Ken Klinker /Matt McCullough Matt McCullough Ken Klinker Ken Klinker Ken Klinker /Farmington City Ken Klinker	Permit requirement Permit requirement/ need updated info to be effective Need efficient way to track inspections and problems Permit requirement/ need to address issues Permit requirement/ need to address issues Want to make sure ordinance addresses needs of the IDDE program Permit requirement and desire to educate employees
5th Year August, 2015	○ Inspect 20% of priority areas identified and document all inspections ○ Update storm water system map to include any new discharge points. ○ Input results of inspections in GIS data base. ○ Monitor suspected outfalls. ○ Identify and fix sources of illicit discharge. ○ Review ordinance and revise to meet needs identified in IDDE program that are not currently addressed. ○ Provide employee training about the IDDE program.	Ken Klinker Ken Klinker /Matt McCoullough Matt McCullough Ken Klinker Ken Klinker Ken Klinker /Farmington City Ken Klinker	Permit requirement Permit requirement/ need updated info to be effective Need efficient way to track inspections and problems Permit requirement/ need to address issues Permit requirement/ need to address issues Want to make sure ordinance addresses needs of the IDDE program Permit requirement and desire to educate employees

Chapter Four
Construction Site Storm Water Runoff Control

The purpose of this chapter is to outline a program designed to reduce pollutants in storm water from construction sites. This will be achieved through a combination of structural and non- structural BMPs. This section addresses water quality concerns for construction sites with a land disturbance greater than equal to one acre, including projects that are less than one acre that are part of a larger plan of development or sale.

Requirements

Farmington City will:

Enforce the storm water ordinance (Title 16 of the Farmington City Ordinances) which requires erosion and sediment controls for construction projects disturbing greater than or equal to one acre and to construction project of less than one acre that are part of a common plan of development or sale.

1. Require construction operators or developers to prepare a Storm Water Pollution Prevention Plan (SWPPP) and apply BMPs as necessary to protect water quality, reduce the discharge of pollutants, and control waste such as, but not limited to, discarded building materials, concrete truck washout, chemicals litter and sanitary waste at the construction site that may cause adverse impacts to water quality.
2. Develop an enforcement strategy and implement the enforcement provisions of the ordinance, including:
    a. Documented procedures that include specific processes and sanctions to minimize the occurrence of, and obtain compliance from violators which shall include appropriate, escalating enforcement procedures and actions.
    b. Documentation and tracking of all enforcement actions.
3. Require access by qualified personnel to inspect construction storm water BMPs on private properties that discharge to the City.
4. Adopt and implement procedures for site plan review which incorporate consideration of potential water quality impacts. Prior to construction the City will:
    a. Review construction Storm Water Pollution Preventions Plans (SWPPPs) and keep records for, at a minimum, all construction sites that disturb one acre or more, or are less than one acre and are part of a common plan of development. The City will keep copies of these records for five years or until construction is completed, whichever is longer.
    b. The City will provide training for all staff involved in permitting, planning, and review.
5. The City will adopt and implement procedures for site inspection and enforcement of construction storm water pollution control measures. The construction site storm water runoff control program will provide:
    a. Training for staff on the fundamentals of erosion prevention and sediment control and in how to review SWPPPs;

b. Identification of priority construction activities, including at a minimum those construction activities discharging directly into or immediately upstream of waters that the state recognizes as impaired or high quality;
c. Review of all SWPPPs prior to construction;
d. Pre-construction meetings with at a minimum, construction site operators of priority construction activities;
e. Inspections by the City of priority construction sites at least bi-weekly.
f. Inspections of all new construction sites that disturb one acre or more, or are part of a common plan of development or sale at least monthly by qualified personnel.
g. An adopted procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, verbal warnings, stop work orders, warning letters, noticed of violations, and other enforcement records.

Measurable Goals- Construction Site Storm Water Runoff Control

Measurable Goals- Construction Site Storm Water Runoff Control			
Target Date	**BMP**	**Responsible Party**	**Rationale**
1st Year August, 2011	○ Review Title 16 and identify areas where it is not equivalent to the technical requirements set forth in the UPDES Storm Water General Permit for Construction Activities, UTR300000 and MS4 General UPDES Permit No. UTR090006.	Ken Klinker/ Attorney	The ordinance we are to enforce needs to allow us to do the things required by the permit.
	○ Develop a written enforcement strategy.	Ken Klinker	To allow a clear understanding of what is expected
	○ Develop SOPs for pre-construction SWPPP review.	Ken Klinker	Permit requirement
	○ Identify priority construction sites	Ken Klinker	Permit requirement
	○ Develop construction site inspection SOPs	Ken Klinker	Permit requirement
	○ Develop a procedure for being notified by builders when active construction is completed to verify stabilization and removal of temporary BMPs.	Ken Klinker	Permit requirement
	○ Track all training of enforcement staff.	Ken Klinker	Permit requirement
	○ Develop and adopt a procedure for maintaining records of all projects requiring a permit.	Ken Klinker	Permit requirement
2nd Year August, 2012	○ Implement the enforcement strategy	Ken Klinker	Permit requirement
	○ Review all SWPPPs prior to construction.	Ken Klinker	Permit requirement
	○ Identify priority construction sites	Ken Klinker	Permit requirement
	○ Inspect all construction sites requiring a permit at least monthly and document inspections.	Ken Klinker	Permit requirement
	○ Inspect priority construction sites at least biweekly and document inspections.	Ken Klinker	Permit requirement
	○ Take all necessary follow-up action and track and document them.	Ken Klinker	Permit requirement
	○ Maintain records of all projects requiring a permit.	Ken Klinker	Permit requirement
	○ Track all training of enforcement staff.	Ken Klinker	Permit requirement
	○ Revise Title 16 to address any issues identified during the year.	Ken Klinker/ Farmington City	Need to update ordinance to address any issues of concern identified while enforcing policies

3rd Year August, 2013	○ Identify priority construction sites ○ Inspect all construction sites requiring a permit at least monthly and document inspections. ○ Inspect priority construction sites at least biweekly and document inspections. ○ Take all necessary follow-up action and track and document them. ○ Maintain records of all projects requiring a permit. ○ Attend at least one training opportunity which addresses storm water pollution prevention compliance. ○ Require SWPPPs for all developments meeting minimum threshold requirements ○ Review all SWPPPs prior to construction. ○ Track all training of enforcement staff. ○ Revise Title 16 to address any issues identified during the year.	Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker/ Farmington City	Permit requirement Permit requirement Permit requirement Permit requirement Permit requirement Need to remain up-to-date on storm water issues Permit requirement Permit requirement Permit requirement Need to update ordinance to address any issues of concern identified while enforcing policies
4th Year August, 2014	○ Identify priority construction sites ○ Inspect all construction sites requiring a permit at least monthly and document inspections. ○ Inspect priority construction sites at least biweekly and document inspections. ○ Take all necessary follow-up action and track and document them. ○ Maintain records of all projects requiring a permit. ○ Attend at least one training opportunity which addresses storm water pollution prevention compliance. ○ Require SWPPPs for all developments meeting minimum threshold requirements ○ Review all SWPPPs prior to construction. ○ Track all training of enforcement staff. ○ Revise Title 16 to address any issues identified during the year.	Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker/ Farmington City	Permit requirement Permit requirement Permit requirement Permit requirement Permit requirement Need to remain up-to-date on storm water issues Permit requirement Permit requirement Permit requirement Need to update ordinance to address any issues of concern identified while enforcing policies

5th Year August, 2015	○ Identify priority construction sites ○ Inspect all construction sites requiring a permit at least monthly and document inspections. ○ Inspect priority construction sites at least biweekly and document inspections. ○ Take all necessary follow-up action and track and document them. ○ Maintain records of all projects requiring a permit. ○ Attend at least one training opportunity which addresses storm water pollution prevention compliance. ○ Require SWPPPs for all developments meeting minimum threshold requirements ○ Review all SWPPPs prior to construction. ○ Track all training of enforcement staff. ○ Revise Title 16 to address any issues identified during the year.	Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker/ Farmington City	Permit requirement Permit requirement Permit requirement Permit requirement Permit requirement Need to remain up-to-date on storm water issues Permit requirement Permit requirement Permit requirement Need to update ordinance to address any issues of concern identified while enforcing policies

Chapter Five

Long-Term Storm Water Management in New Development and Redevelopment

The City will develop, implement and enforce a program to address post-construction storm water runoff to the City from new development and redevelopment projects according to the minimum performance measures listed below. The objective is for the hydrology of a new development to mirror the pre-development hydrology of the previously undeveloped site or to improve the hydrology of a redeveloped site and reduce the discharge of storm water. The program applies to private and public development sites, including roads.

Requirements

The minimum performance measures are:

1. Develop and adopt an ordinance or other regulatory mechanism that requires post-construction storm water controls at new development and redevelopment projects. The ordinance or other regulatory mechanism shall apply, at a minimum, to new development and redevelopment sites that discharge to the City and that disturb one acre or more or are less than one acre and are part of a common plan of development or sale. The ordinance shall require BMP selection, design, installation, operation and maintenance standards necessary to protect water quality and reduce the discharge of pollutants to the City.
2. Develop an enforcement strategy and implement the enforcement provisions of the ordinance. Procedures for enforcement of BMPs include:
   a. Procedures that include specific processes and sanctions to minimize the occurrence of, and obtain compliance from, chronic and recalcitrant violators which shall include appropriate escalating enforcement procedures and actions.
   b. Documentation on how the requirements of the ordinance will protect water quality and reduce the discharge of pollutants to the MEP. Documentation shall include:
      i. How storm water BMPs were selected;
      ii. The pollutant removal expected from the selected BMPs; and
      iii. The technical basis which supports the performance claims for the selected BMPs.
3. Develop a new development/redevelopment program that has requirements or standard to ensure that any storm water controls or management practices for new development or redevelopment will prevent or minimize impacts to water quality.
4. Develop a new development/redevelopment program that includes a process to evaluate and encourage a Low Impact Development (LID) approach which encourages the implementation of structural BMPs, where practicable, that infiltrate, evapotranspire or harvest and use storm water from the site to protect water quality. Structural controls may include green infrastructure practices such as rainwater harvesting, rain gardens, permeable pavements, and vegetated swales. The selection and design of post-construction controls must take into consideration clogging or obstruction issues, freeze-thaw problems, effect on slope stability and groundwater, and the ability to effectively maintain the control.

5. Develop a plan to retrofit existing developed sites that are adversely impacting water quality. The retrofit plan will be developed to emphasize controls that infiltrate evapotranspire or harvest and use storm water discharges. The plan will include the ranking of control measures to determine those best suited for retrofitting as well as those that could later be considered for retrofitting. He following will be included when develo0ing the criteria for the retrofit plan:
   a. Proximity to water body
   b. Status of waterbody to protect unimpaired waterbodies
   c. Hydrologic condition of the receiving waterbody
   d. Proximity to sensitive ecosystem or protected area
   e. Any upcoming sites that could be further enhanced by retrofitting storm water controls
6. Define a specific hydrologic method or methods for calculating runoff volumes and flow rates to ensure consistent sizing of structural BMPs and to facilitate plan review. Other unique or complex methodologies may be allowed.
7. Adopt and implement procedures for site plan review which incorporate consideration of water quality impacts. Prior to construction the City will:
   a. Review SWPPPs for all new development and redevelopment sites that disturb one acre or more, or less than one acre and are part of a common plan of development to ensure that the plans include long-term storm water management measures that meet the requirements of this minimum control measure
   b. Provide developers and contractors with preferred design specifications to more effectively treat storm water for different development types such as industrial parks commercial strip malls, retail gasoline outlets, restaurants, parking lots, automotive service facilities, street and road construction and project located in, adjacent to or discharging to environmentally sensitive areas.
   c. Keep a representative copy of information that is provided to design professionals; and if information is distributed to a large number of design professionals at one, the dates of the mailings and lists of recipients.
8. Adopt and implement SOPs for site inspection and enforcement of post-construction storm water control measures. These measures will ensure adequate long-term operation and maintenance of approved storm water control measures.
   a. The ordinance will include provisions for both construction-phase and post-construction access for the City to inspect storm water control measures on private properties that discharge to the storm sewer system to ensure that adequate maintenance is being performed. The ordinance may require private property owner/operators or qualified third parties to conduct maintenance and provide annual certification that adequate maintenance has been performed and the structural controls are operating as designed to protect water quality.
   b. Permanent structural BMPs will be inspected at least once during installation by qualified personnel.
   c. Inspections and any necessary maintenance must be conducted annually by either the City or through a maintenance agreement, the property owner/operator. On sites where the property owner/operator is conducting maintenance, the City shall inspect those storm water control measures at least once every five years, or more frequently as determined by the City to verify and ensure that adequate

maintenance is being performed. The City will document its findings in an inspection which includes the following:

i. Inspection date;
ii. Name and signature of inspector;
iii. Project location; current ownership information;
iv. A description of the condition of the storm water control measure including the quality of: vegetation and soil; inlet and outlet channels and structures; catch basins; spillways; weirs, and other control structures; and sediment and debris accumulation in storage as well as in and around the inlet and outlet structures;

9. Provide adequate training for all staff involved in post-construction storm water management, planning and review, and inspections and enforcement. Training will be provided or made available for staff in the fundamentals of long-term storm water management through the use of structural and non-structural control methods. The training records kept will include dates, activities or course descriptions, and names and positions of staff in attendance.
10. Maintain an inventory of all post-construction structural storm water control measures installed and implemented at new development and redeveloped sites that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale. The inventory will include both public and private sector sites located within the City's service area.
    a. Each entry in the inventory will include basic information on each project, such as project's name, owner's name and contact information, location, start/end date, etc. I addition, inventory entries will include the following for each project;
        i. Short description of each storm water control measure (type number, design or performance specifications);
        ii. Short description of maintenance requirements (frequency of required maintenance and inspections); and
        iii. Inspection information (date, findings, follow up activities, prioritization of follow-up activities, compliance status).
    b. Based on inspection constructed, the City will update the inventory as appropriate where changes occur in property ownership or the specific control measures implemented at the site.

Measurable Goals- Long-Term Storm Water Management in New Development and Redevelopment			
Target Date	**BMP**	**Responsible Party**	**Rationale**
1st Year August, 2011	○ Review ordinances and make sure they contain all regulations required by Permit # UTR090006.	Ken Klinker	Need to make sure our ordinance requires all that is required by the Permit
	○ Revise ordinance to include any missing items.	Klinker/Attorney/City	Need to have an updated ordinance
	○ Develop a written enforcement strategy	Ken Klinker	Permit requirement
	○ Provide documentation on how the ordinance meets 4.2.5.2.2 of Permit # UTR090006	Ken Klinker	Permit requirement
	○ Develop process to evaluate and encourage Low Impact Development (LID)	Ken Klinker	Permit requirement
	○ Develop and define specific hydrologic method or methods for calculating runoff volumes and flow rates	Ken Klinker / Engineer	Permit requirement
	○ Adopt and implement procedures for site plan review which incorporate consideration of water quality impacts	Ken Klinker	Permit requirement
	○ Review all SWPPPs to ensure plans include long-term storm water management measures	Ken Klinker	Permit requirement
	○ Develop an inventory of all post-construction structural storm water control measures	Ken Klinker/ Public Works	Permit requirement
	○ Develop SOP for site inspection and enforcement of post-construction storm water control measures	Ken Klinker	Permit requirement
	○ Develop a schedule for inspecting existing long-term storm water management facilities	Ken Klinker / Public Works	Permit requirement
	○ Provide training for staff involved in post-construction storm water management, planning and review, and inspection and enforcement.	Ken Klinker	Permit requirement

2nd Year August, 2012	○ Develop plan to retrofit existing developed sites that are adversely impacting water quality ○ Review all SWPPPs to ensure plans include long-term storm water management measures ○ Develop and provide preferred design specifications to more effectively treat storm water to developers and contractors ○ Inspect scheduled long-term storm water management facilities ○ Provide training for new staff involved in post-construction storm water management, planning and review, and inspection and enforcement ○ Maintain and update the inventory of all post-construction structural storm water control measures	Ken Klinker/ Planning/Public Works Ken Klinker Ken Klinker /DCSWC/Engineer Ken Klinker Ken Klinker Ken Klinker	Permit requirement Permit requirement Permit requirement Permit requirement Permit requirement Permit requirement
3rd Year August, 2013	○ Review all SWPPPs to ensure plans include long-term storm water management measures ○ Provide preferred design specifications to more effectively treat storm water to developers and contractors ○ Inspect scheduled long-term storm water management facilities ○ Provide training for new staff involved in post-construction storm water management, planning and review, and inspection and enforcement ○ Maintain and update the inventory of all post-construction structural storm water control measures	Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker	Permit requirement Permit requirement Permit requirement Permit requirement Permit requirement

4th Year August, 2014	○ Review all SWPPPs to ensure plans include long-term storm water management measures ○ Provide preferred design specifications to more effectively treat storm water to developers and contractors ○ Inspect scheduled long-term storm water management facilities ○ Provide training for new staff involved in post-construction storm water management, planning and review, and inspection and enforcement ○ Maintain and update the inventory of all post-construction structural storm water control measures	Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker	Permit requirement Permit requirement Permit requirement Permit requirement Permit requirement
5th Year August, 2015	○ Review all SWPPPs to ensure plans include long-term storm water management measures ○ Provide preferred design specifications to more effectively treat storm water to developers and contractors ○ Inspect scheduled long-term storm water management facilities ○ Provide training for new staff involved in post-construction storm water management, planning and review, and inspection and enforcement ○ Maintain and update the inventory of all post-construction structural storm water control measures	Ken Klinker Ken Klinker Ken Klinker Ken Klinker Ken Klinker	Permit requirement Permit requirement Permit requirement Permit requirement Permit requirement

Chapter 6
Pollution Prevention and Good Housekeeping For Municipal Operations

The City will develop and implement an operations and maintenance (O&M) program for City-owned or operated facilities, municipal operations, and structural storm water controls which include standard operating procedures (SOPs) and a training component that have the ultimate goal of preventing or reducing pollutant runoff from municipal operations and facilities.

Requirements

The minimum performance measures will be as follows:

1. The City will develop and keep current a written inventory of City-owned or operated facilities and storm water control.
2. The City will assess the written inventory of City-owned or operated facilities, operations and storm water controls for their potential to discharge to storm water the following typical urban pollutants: sediment, nutrients, metals, hydrocarbons (e.g., benzene, toluene, ethylbenxene and xylene), pesticides, chlorides, and trash. The City will also determine additional pollutants associated with its facilities that could be found in storm water discharges. A description of the assessment process and findings will be included in this SWMP document.
3. The City will identify as "high-priority" those facilities or operations that have a high potential to generate storm water pollutants.
   a. Each "high-priority" facility will develop facility-specific standard operating procedures (SOPs) that include appropriate pollution prevention sand good housekeeping procedures for all of the following types of facilities and/or activities:
      i. Buildings and facilities
      ii. Material storage areas, heavy equipment storage areas and maintenance areas
      iii. Parks and open spaces
      iv. Vehicle and equipment
      v. Roads, highways, and parking lots
      vi. Storm water collection and conveyance systems
      vii. Other facilities and operations not listed above
4. The City will develop an inventory of all floor drains inside all City-owned or operated buildings by February 1, 2011.
5. The City will develop an inventory including a map of all storm drains located on the property of all City-owned or operated buildings and facilities. The City will ensure that only storm water is allowed into these drains and that the appropriate BMPs are in place to minimize pollutants from entering the MS4.
6. The Operating and Maintenance (O&M) programs designed for City-owned or operated facilities will include the following inspections:
   a. Weekly visual inspections of "high priority" facilities. The inspections will be tracked in a log for every facility and records will be kept with the SWMP

document. The inspection log should include any identified deficiencies and the corrective actions taken to fix the deficiencies.

b. At least once per quarter, a comprehensive inspection of "high priority" facilities will be performed. The inspections will be tracked in a log for every facility and records will be kept with the SWMP document. The inspection will be done in accordance with the developed SOP. The inspection log will include any identified deficiencies and the corrective actions taken to fix the deficiencies.

c. At least once per quarter, the City will visually observe the quality of the storm water discharges from the "high-priority" facilities. Visual observations will be documented and records kept with the SWMP document. The inspection will be done in accordance with the developed SOP. The inspection log will include any identified deficiencies and the corrective actions taken to fix the deficiencies.

7. The City will develop and implement a process to assess the water quality impacts in the design of all ne flood management structural controls that are associated with the City or that discharge to the MS4. A description of this process will be included in the SWMP document.
8. Existing flood management structural controls will be assessed to determine whether changes or additions should be made to improve water quality. A description of this process and determinations will be included in the SWMP document.
9. Public construction projects will comply with the requirements applied to private projects.
10. The City will identify target employees to participate in training sessions. Training will address the importance of protecting water quality the requirements of the Permit, operation and maintenance requirements, inspection procedures, ways to perform their job activities to prevent or minimize impacts to water quality, SOPs for the various City-owned or operated facilities and procedures for reporting water quality concerns, including potential illicit discharges. Follow-up training will be provided as needed to address changes in procedures, methods or staffing.

Pollution Prevention and Good Housekeeping For Municipal Operations Measurable Goals			
Target Date	**BMP**	**Responsible Party**	**Rationale**
1st Year August, 2011	○ An inventory of all municipal facilities and operations will be conducted	Ken Klinker/Public Works/Parks & Rec	City can identify all its facilities and operations
	○ An assessment will be made of the inventory for their potential to discharge typical pollutants to the storm water system	Ken Klinker/Public Works/Parks & Rec	City needs to know all potential areas for discharge
	○ High priority facilities or operations that have high potential to generate storm water pollutants will be identified	Ken Klinker	The highest priority operations need to be identified
	○ Facility-specific SOPs will be adopted for the high priority facilities or operations	Ken Klinker/Public Works/Parks & Rec	Permit requirement
	○ SOPs addressing the storm water collection system will be adopted	Ken Klinker/ Public Works	Permit requirement
	○ SOPs will be adopted for the shop/maintenance facilities	Ken Klinker/Public Works	Permit requirement
	○ SOPs will be adopted for vehicle fleet and equipment maintenance	Ken Klinker/Public Works	
	○ SOPs will be adopted addressing roads, highways, parking lots and snow removal	Ken Klinker/Public Works	Permit requirement
	○ SOPs will be adopted address parks and open space operations and maintenance	Ken Klinker/Parks & Rec	Permit requirement
	○ SOPs will be adopted to address municipal building maintenance	Ken Klinker/Public Works/Parks & Rec	Permit requirement
	○ Two training sessions will be held for municipal employees	Ken Klinker	
	○ An inventory of all floor drains inside all City owned or operated building will be made by February 1, 2011	Ken Klinker/Public Works	Permit requirement
	○ An inventory including a map of all storm drains located on the property of all City owned or operated buildings will be made by February 1, 2011	Ken Klinker/Public Works/ Matt McCullough	Permit requirement
2nd Year August, 2012	○ Review and update inventory of municipal facilities and operations	Ken Klinker	Need to keep records up-to-date
	○ Inspect all municipal facilities at least once for SWPPP compliance	Ken Klinker/Public Works	Permit requirement
	○ Conduct two training sessions for municipal employees	Ken Klinker	Need to keep employees trained on newest developments
		Ken Klinker/Public Works	
	○ Develop a list of priority storm water treatment and flow	Ken Klinker	Permit requirement

	control facilities and inspect them after major storm events ○ Obtain a UPDES Permit for any new construction projects ○ Conduct pre-construction meetings to discuss BMPS for all new municipal construction ○ Conduct weekly visual inspections of "high priority" facilities ○ Conduct at least quarterly comprehensive inspections of high priority facilities ○Visually observe the quality of the storm water discharges from "high priority" facilities at least quarterly ○ Develop and implement a process to assess water quality impacts in the design of all new flood management structural controls that discharge to the City storm water system ○Asses existing flood management structural controls to determine whether changes or additions should be made to improve water quality	Ken Klinker/Public Works Ken Klinker/Public Works Ken Klinker/Public Works Ken Klinker/Public Works Ken Klinker/ Engineer Ken Klinker/ Engineer Ken Klinker/Public Works/ County Ken Klinker/Public Works/County	City must comply with all NPDES requirements City must comply with all NPDES requirements Permit requirement Permit requirement Permit requirement Permit requirement Permit requirement
3rd Year August, 2013	○ Review and update inventory of municipal facilities and operations ○ Inspect all municipal facilities at least once for SWPPP compliance ○ Conduct two training sessions for municipal employees ○ Inspect priority storm water treatment and flow control facilities after major storm events ○ Obtain a UPDES Permit for any new construction projects ○ Conduct pre-construction meetings to discuss BMPS for all new municipal construction ○ Conduct weekly visual inspections of "high priority" facilities ○ Conduct at least quarterly comprehensive inspections of high priority facilities ○Visually observe the quality of the storm water discharges from "high priority" facilities at least quarterly	Ken Klinker Ken Klinker/Public Works Ken Klinker Ken Klinker/Public Works Ken Klinker/Public Works Ken Klinker/Public Works Ken Klinker/Public Works Ken Klinker/Public Works Ken Klinker/Public Works	Need to keep records up-to-date Permit requirement Need to keep employees trained on newest developments Permit requirement City must comply with all NPDES requirements City must comply with all NPDES requirements Permit Requirement Permit Requirement Permit Requirement

4th Year August, 2014	○ Review and update inventory of municipal facilities and operations ○ Inspect all municipal facilities at least once for SWPPP compliance ○ Conduct two training sessions for municipal employees ○ Inspect priority storm water treatment and flow control facilities after major storm events ○ Obtain a UPDES Permit for any new construction projects ○ Conduct pre-construction meetings to discuss BMPS for all new municipal construction ○ Conduct weekly visual inspections of "high priority" facilities ○ Conduct at least quarterly comprehensive inspections of high priority facilities ○Visually observe the quality of the storm water discharges from "high priority" facilities at least quarterly	Ken Klinker Ken Klinker/Public Works Ken Klinker Ken Klinker/Public Works Ken Klinker Ken Klinker/Public Works Ken Klinker/Public Works Ken Klinker/Public Works Ken Klinker/Public Works	Need to keep records up-to-date Permit requirement Need to keep employees trained on newest developments Permit requirement City must comply with all NPDES requirements City must comply with all NPDES requirements Permit Requirement Permit Requirement Permit Requirement
5th Year August, 2015	○ Review and update inventory of municipal facilities and operations ○ Inspect all municipal facilities at least once for SWPPP compliance ○ Conduct two training sessions for municipal employees ○ Inspect priority storm water treatment and flow control facilities after major storm events ○ Obtain a UPDES Permit for any new construction projects ○ Conduct pre-construction meetings to discuss BMPS for all new municipal construction ○ Conduct weekly visual inspections of "high priority" facilities ○ Conduct at least quarterly comprehensive inspections of high priority facilities ○Visually observe the quality of the storm water discharges from "high priority" facilities at least quarterly	Ken Klinker Ken Klinker/Public Works Ken Klinker Ken Klinker/Public Works Ken Klinker Ken Klinker/Public Works Ken Klinker/Public Works Ken Klinker/Public Works Ken Klinker/Public Works	Need to keep records up-to-date Permit requirement Need to keep employees trained on newest developments Permit requirement City must comply with all NPDES requirements City must comply with all NPDES requirements Permit Requirement Permit Requirement Permit Requirement

APPENDIX TO THE FARMINGTON CITY STORM WATER MANAGEMENT PROGRAM

Appendix A- List of Coalition activities in which Farmington City will participate
Appendix B- Farmington City Illicit Discharge Detection Elimination program
Appendix C- Procedure for Locating and Listing Priority Areas Likely to Have Illicit Discharges
Appendix D- Title 16 Farmington City Storm Water Ordinance
Appendix E- Enforcement Policy for Construction Site Storm Water Runoff Control
Appendix F- SOPs for Construction Site Storm Water Runoff Control
Appendix G- Enforcement Strategy for Long-Term Storm Water Management in New Development and Redevelopment
Appendix H- Documentation on How Title 16 Meets 4.2.5.2.2 of Permit #UTR090006
Appendix I- Process to Evaluate and Encourage Low Impact Development (LID)
Appendix J- Specific Hydrologic Method for Calculating Runoff Volumes and Flow Rates
Appendix K- Procedure for Site Plan Review Which Incorporate Consideration of Water Quality Impacts
Appendix L- Inventory of All Post-construction Structural Storm Water Control Measures
Appendix M- SOP for Site Inspection and Enforcement of Post-construction Storm Water Control Measures
Appendix N- Schedule for Inspecting Existing Long-term Storm Water Management Facilities
Appendix O- Plan to Retrofit Existing Developed Sites That Are Adversely Impacting Water Quality
Appendix P- Preferred Design Specifications to More Effectively Treat Storm Water
Appendix Q- Inventory of All Municipal Facilities and Operations

Appendix R- Assessment of Municipal Facilities and Operations For Their Potential to Generate Storm Water Pollutants to the Storm Water System
Appendix S- Standard Operating Procedures for City Operations
Appendix T- Inventory o f All Floor Drains Inside All City-owned or Operated Buildings
Appendix U- Process to Assess the Water Quality Impacts in the Design of All New Flood Management Structural Controls That are Associated With the City or Discharge to the MS4
Appendix V- Process to Assess Whether Changes or Additions Should be Made to Structural Controls to Improve Water Quality
Appendix W- SWMP Documentation Process
Apependix X- Location Map

Appendix A

Table listing Activities of the Davis County Storm Water Coalition in which Farmington City Will Participate

Appendix B
Farmington City Illicit Discharge Detection Elimination program

THIS PROGRAM TO BE DEVELOPED IN YEAR ONE AND ADDED TO THE SWMP WHEN IT IS COMPLETE

Appendix C

Procedure for Locating and Listing Priority Areas Likely to Have Illicit Discharge

1. Locate on the zoning map areas zoned for residential, commercial, industrial and mixed uses.
2. Discuss with the planning and public works departments which areas are oldest and most likely to have illicit connections.
3. Discuss with the County Public Health Department where there are permitted on-site sewage disposal systems or where there have been instances of sewer overflows or cross-connections
4. Identify sensitive water bodies in the community and use the zoning map to identify areas upstream from these water bodies.
5. Based on identified areas, develop a priority list of most likely areas to have illicit discharges and document the basis for the selection of each priority area.
6. Update the list annually.

Appendix D

Title 16 Farmington City Storm Water Ordinance

Appendix E
Enforcement Policy for Construction Site Storm Water Runoff Control

(Note: This policy will be updated to make sure it meets all the requirements of the current UPDES permit.)

Farmington City Storm Water Ordinance Enforcement Policy

The intent of the following policy for enforcing the Farmington City Title 16 Storm Water Ordinance is to encourage builders and developers in Farmington to police their construction sites and make sure there are no violations present before it is identified by City employees. This self-policing is intended to help ensure that there are fewer incidences of contamination of the City's storm water system which could be violations of the City's Utah Pollutant Discharge Elimination System (UPDES) permit.

Storm Water Ordinance Enforcement Policy:

1. At the time of building permit application, the applicant shall submit an application for a Storm Water Permit with its associated fee, an approved UPDES Permit from the State of Utah (this can be obtained on-line at https://secure.utah.gov/stormwater/) and a copy of the Storm Water Pollution Prevention Plan (SWPPP) that has been prepared in conjunction with the UPDES Permit or a copy of the contract transferring responsibility for the Developer's SWPPP to the applicant.
2. At the time of Building Permit issuance, the applicant shall post a $1000 cash bond to cover costs, required performance and fines for violations as authorized in the bond agreement.
3. If violations of the ordinance are identified, the applicant will be given a Notice of Violation posted at the location of the violation providing 24 hours for the violation to be addressed, and warning that a Stop Work Notice will follow along with a $50/violation/day fine to be deducted from the storm water cash bond.
4. If the violation is still evident after 24 hours, a Stop Work Notice will be posted at the site, a photo to document the violation will be taken and kept in the building permit file, and a fine in the amount of $50/violation/day since the violation was first noted will be deducted from the bond. If there is evidence that illegal materials actually entered the storm water system, the fine will be doubled to $100/violation/day. These fines are authorized by Farmington City Ordinance 16-5-060 (e).
5. To reinstate a Building Permit once a Stop Work Notice has been issued, the permit holder must appear at Farmington City Hall and pay a $100 reinstatement fee.
6. Each violation of the ordinance will be subject to the fine for each day the violation exists.
7. If the bond amount remaining drops below $250, a Stop Work Notice will be posted at the site preventing work from continuing until the balance of the bond

has been increased back up to $1000. No reinstatement fee will be charged when the bond has been reposted.

8. After the final inspection of the project by the Storm Water Official or his/her designee, the balance of the bond to be released will be computed, and the bond will be released.
9. Failure to comply with a Stop Work Notice could result in the issuance of a Citation, potentially resulting in additional fines or penalties.
10. Citations may be issued to individuals or subcontractors who are identified committing violations of the Storm Water Ordinance.

Appendix F
SOPs for Construction Site Storm Water Runoff Control

TO BE DEVELOPED IN YEAR ONE AND ADDED TO THE SWMP WHEN IT IS COMPLETE

SOPs to include:

1. **Pre-construction SWPPP Review**
2. **Construction Site Inspection**
3. **Procedure to be notified by builders when active construction is completed to verify stabilization and removal of temporary BMPs**
4. **Procedure for maintaining records of all projects requiring a permit**

Appendix G
Enforcement Strategy Long-Term Storm Water Management in New Development and Redevelopment

TO BE DEVELOPED IN YEAR ONE AND ADDED TO THE SWMP WHEN IT IS COMPLETE

Appendix H

Documentation on How Title 16 Meets 4.2.5.2.2 of Permit #UTR090006

TO BE DEVELOPED IN YEAR ONE AND ADDED TO THE SWMP WHEN IT IS COMPLETE

Appendix I
Process to Evaluate and Encourage Low Impact Development (LID)

TO BE DEVELOPED IN YEAR ONE AND ADDED TO THE SWMP WHEN IT IS COMPLETE

Appendix J
Specific Hydrologic Method for Calculating Runoff Volumes and Flow Rates

TO BE DEVELOPED IN YEAR ONE AND ADDED TO THE SWMP WHEN IT IS COMPLETE

Appendix K

Procedure for Site Plan Review Which Incorporate Consideration of Water Quality Impacts

TO BE DEVELOPED IN YEAR ONE AND ADDED TO THE SWMP WHEN IT IS COMPLETE

Appendix L

Inventory of All Post-construction Structural Storm Water Control Measures

TO BE DEVELOPED IN YEAR ONE AND ADDED TO THE SWMP WHEN IT IS COMPLETE

Appendix M

SOP for Site Inspection and Enforcement of Post-construction Storm Water Control Measures

TO BE DEVELOPED IN YEAR ONE AND ADDED TO THE SWMP WHEN IT IS COMPLETE

Appendix N

Schedule for Inspecting Existing Long-term Storm Water Management Facilities

TO BE DEVELOPED IN YEAR ONE AND ADDED TO THE SWMP WHEN IT IS COMPLETE

Appendix O

Plan to Retrofit Existing Developed Sites That Are Adversely Impacting Water Quality

TO BE DEVELOPED IN YEAR TWO AND ADDED TO THE SWMP WHEN IT IS COMPLETE

Appendix P
Preferred Design Specifications to More Effectively Treat Storm Water

TO BE DEVELOPED IN YEAR TWO AND ADDED TO THE SWMP WHEN IT IS COMPLETE

Appendix Q
Inventory of All Municipal Facilities and Operations

TO BE DEVELOPED IN YEAR ONE AND ADDED TO THE SWMP WHEN IT IS COMPLETE

Appendix R
Assessment of Municipal Facilities and Operations For Their Potential to Generate Storm Water Pollutants to the Storm Water System

THIS ASSESSMENT WILL BE UNDERTAKEN IN YEAR 1 AND WILL BE ADDED TO THE SWMP WHEN COMPLETED

Appendix S

Standard Operating Procedures for City Operations

TO BE ADOPTERD IN YEAR ONE AND ADDED TO THE SWMP AFTER ADOPTION

Appendix S

Inventory o f All Floor Drains Inside All City-owned or Operated Buildings

TO BE DEVELOPERD IN YEAR ONE AND ADDED TO SWMP WHEN COMPLETE

Appendix U

Process to Assess the Water Quality Impacts in the Design of All New Flood Management Structural Controls That are Associated With the City or Discharge to the MS4

TO BE DEVELOPERD IN YEAR TWO AND ADDED TO SWMP WHEN COMPLETE

Appendix V

Process to Assess Whether Changes or Additions Should be Made to Structural Controls to Improve Water Quality

TO BE DEVELOPERD IN YEAR TWO AND ADDED TO SWMP WHEN COMPLETE

Farmington City SWMP Documentation Process
November 1, 2010

1. Implementation of the Farmington City Storm Water Management Plan (SWMP) will be under the oversight of the Storm Water Official (SWO).
2. The SWO will be responsible for enforcing the requirements of the City's storm water ordinance and the MS4 permit requirements.
3. All SWPPPs will be reviewed by the SWO and will be kept in the SWO office or in storage facilities at the Farmington City Hall.
4. Inspection reports will be kept in files in the SWO office. These files may either be hard copy or electronic files.
5. Enforcement action documentation will be kept by the storm water official. Actions on individual homes will be kept in the building permit files, and may be kept in electronic files as well. Violations for subdivision developments will be kept in the subdivision files, and may be kept in electronic files as well. Documentation of other types of violations will be kept in an electronic file.
6. The tracking of SWMP implementation will be done at the annual review of the SWMP as part of the UPDES reporting process.
7. Documentation for parts of the SWMP that are shared responsibilities of the Davis County Storm Water Coalition will be conducted as shown on the attached Table 1.

Public Education and Outreach

The responsibilities for public education and outreach will be shared with the Davis County Storm Water Coalition. Please see Table 1 for the documentation process for this minimum control measure.

Public Involvement and Participation

1. The Davis County Storm Water Coalition will hold meetings that are open to the public for input and participation. The minutes of the meetings will be kept in record with the Chairman of the Coalition, and will be made available to the City upon request. Minutes may also be kept electronically on the Storm Water Official's computer.
2. A public hearing will be scheduled whenever the SWMP is to be adopted or amended. The public will have the opportunity to have input during this hearing. The minutes of the hearing will be kept on record at Farmington City Hall.
3. The SWMP will be posted on the Farmington City web site. There will be a link provided for comments and public input on the SWMP through this site. A file containing comments received through the web site or by other means will be kept by the SWO.

Illicit Connection and Illicit Discharge Detection and Elimination

1. The records for illicit discharge inspections will be kept in the office of the SWO.

2. Records of calls to the illicit discharge hotline are kept by Davis County Public Health, and are provided to the City on a regular basis.
3. A GIS data base may be set up to link individual discharge points in the City's MS4 with inspection reports as they are created.
4. The current storm drain system map will be kept in the GIS data base at Farmington City Hall.
5. Copies of material distributed to the public will be available in the SWO office at City Hall.

Construction Site Runoff Control

1. A copy of all SWPPP reviews for new developments/redevelopment and residential construction will be kept in the SWO office at City Hall.
2. Copies of the SWMP, annual reports, the storm water ordinance and other relevant documents as required will be kept at the office of the SWO in Farmington City Hall.
3. Records of all inspections, notices of violation and other actions will be kept in the office of the SWO at Farmington City Hall.

Post-Construction Storm Water Management in Development and Redevelopment

1. Plan reviews of proposed developments will be kept on file in the Farmington City Planning Department. This will include any inquiries for information concerning post-construction BMPs including green infrastructure and low impact development considerations.
2. The inventory of the post-construction structural storm water control measures will be kept at City Hall in the office of the SWO.
3. The inspection schedule for long-term storm water management facilities will be kept in the office of the SWO.
4. Documentation of training for staff will be kept in the office of the SWO, including attendance lists, training agendas and dates.
5. The plan to retrofit existing developed sites that are adversely impacting water quality will be kept at the SWO office.

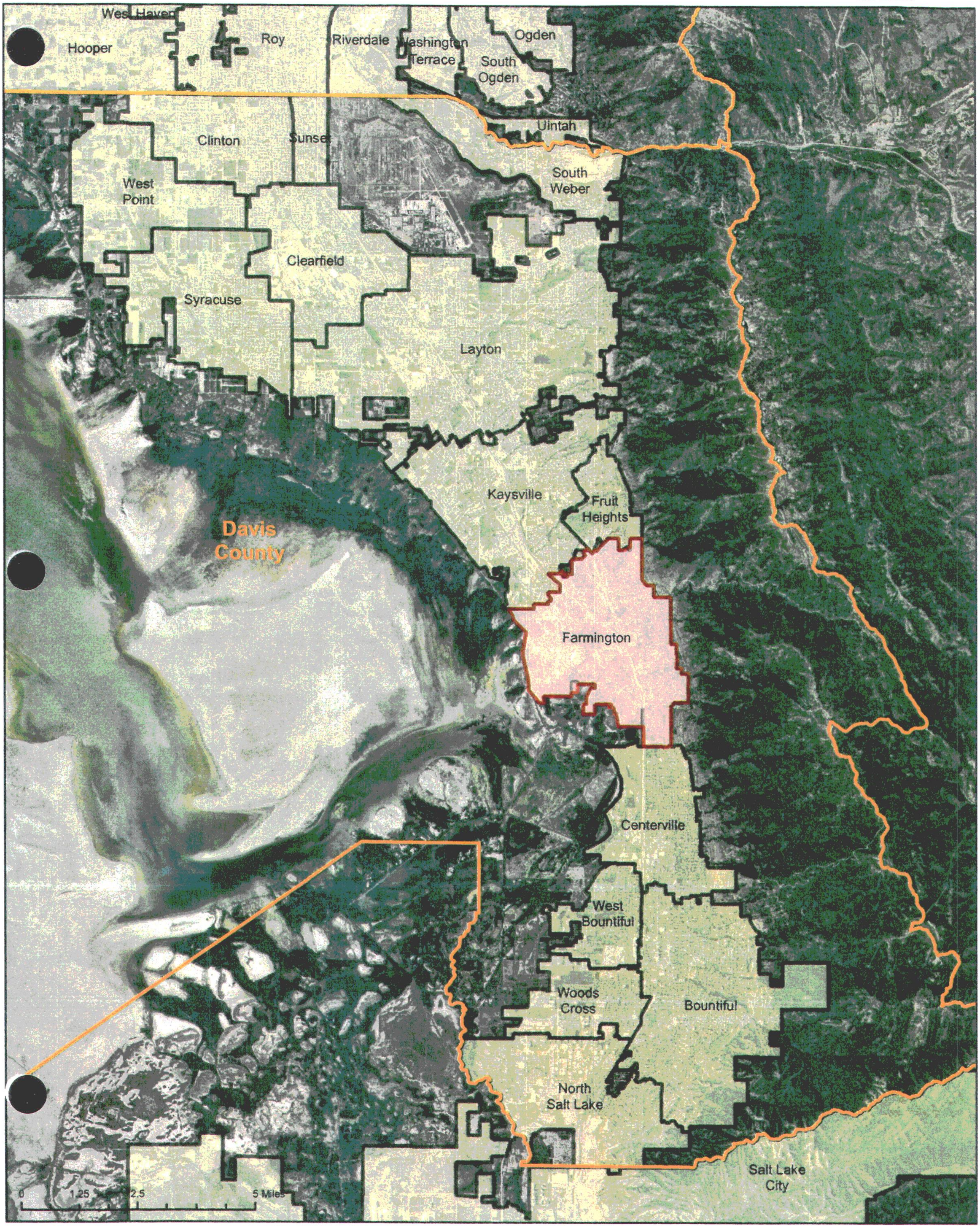
Pollution Prevention and Good Housekeeping for Municipal Operations

1. The inventory of city-owned facilities will be kept in the office of the SWO.
2. The assessment of the inventory of municipal facilities and operations will be kept in the SWO office.
3. SOPs will be kept at the municipal facilities and in the SWO office.
4. Records of training including attendance, agenda and dates will be kept in the SWO office.
5. The inventory of floor drains will be kept in the SWO office and at the public works offices.
6. The map of all storm drains located on the property of City owned or operated buildings will be kept in the SWO office and the Public Works offices.

7. Records of inspections of municipal facilities will be kept at the SWO office and the Pubic Works offices.
8. UPDES permits will be kept in the SWO office and the Public Works offices.
9. The process to assess water quality impacts in the design of all ne flood management structural controls that discharge to the City storm water system will be kept at the SWO office.
10. The assessment of the existing flood management structural controls to determine whether changes or additions should be made to improve water quality will be kept at the SWO office.

APPENDIX X - FARMINGTON CITY

Date: 12/7/2010



FARMINGTON, UTAH

RESOLUTION NO. _____

A RESOLUTION UPDATING AND AMENDING THE FARMINGTON CITY WATER CONSERVATION PLAN

WHEREAS, pursuant to and in accordance with the provisions of *Utah Code Ann.* § 73-10-32, *et seq.*, Farmington City has previously adopted a Water Conservation Plan regarding existing and proposed water conservation measures; and

WHEREAS, the City Council desires to update and amend the adopted Water Conservation Plan as prepared and recommended to the City as provided herein;

WHEREAS, the City Council has held a public hearing and provided advance notice of the public hearing in accordance with applicable law; and

WHEREAS, the City Council has determined that updating and amending the Water Conservation Plan will benefit the current and future residents of Farmington City and will promote the public health, safety and welfare.

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

Section 1. **Amendment.** The Farmington City Water Conservation Plan is hereby updated and amended by the City to read in its entirety as set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

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

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

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

FARMINGTON CITY

ATTEST:

_____ By:_____

City Recorder Mayor

EXHIBIT "A"

Water Conservation Plan

FARMINGTON

HISTORIC BEGINNINGS · 1847

FARMINGTON CITY
Water Conservation Plan
Five Year Update

2010

CALDWELL | RICHARDS | SORENSEN

ANSWERS TO INFRASTRUCTURE™

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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 continue to extend its conservation efforts in order to ensure sustainable supplies for its 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.

The City has experienced significant growth over the last decade. This growth is expected to continue into the future as new areas are opened for residential and non-residential development in the city because of its close access to Salt Lake City as well as the small town atmosphere of the community. 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.

Inventory of Water Resources

Culinary Water

The City currently has three operating wells and is in the process of drilling a new well in order to ensure sufficient supply. The City has water 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.

As shown below, the City has adopted a stepped rate structure that encourages conservation. The rates for residential users are shown below.

Quantity Used	Price
0 to 5,000 gallons per month	$18.25
5,001 to 10,000 gallons per month	$2.50 per 1,000 gal
10,001 to 20,000 gallons per month	$2.80 per 1,000 gal
20,000 & above	$3.08 per 1,000 gal

This rate schedule was adopted and put in place in the summer of 2010. Currently it costs the City approximately $1.5 million per year to operate the water system. 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.

Secondary Water

Secondary water is available to over 95% of the area within the City of Farmington. It is supplied by two independent agencies: Benchland Irrigation 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.

Present Water Requirements and Use

The city of Farmington currently encompasses 6,100 acres of land. As of 2009, it is estimated that the population is approaching 18,000 and there are approximately 4,500 equivalent residential connections (ERC). 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 ERC, excluding irrigation needs. This rule also requires a peak day source capacity of 800 gallons per day per ERC. This amounts to a total annual supply of 2,025 acre feet and a peak day demand of 3.6 million gallons per day (mgd). Farmington's actual usage in 2009 was 2,054 acre feet and 2.33 mgd peak day use averaged over the past ten years.

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.

The three (3) Farmington wells and the contract for water from Weber Basin Water Conservancy District are capable of providing average and peak flows of 3.69 mgd and 5.56 mgd, 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**	**4131**

***Annual Production is calculated based on the average flows throughout the year.**

Farmington's proven water supplies of 4131 acre-feet per year exceed their 2009 usage by more than 100%. While these sources are more than adequate at the present time, the City is currently preparing to drill a new well to accommodate future demands.

Future Water Needs

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%, which compares to the Davis County average of 2.3% for the same period. Figure 1 shows the projected population if the growth continues 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.

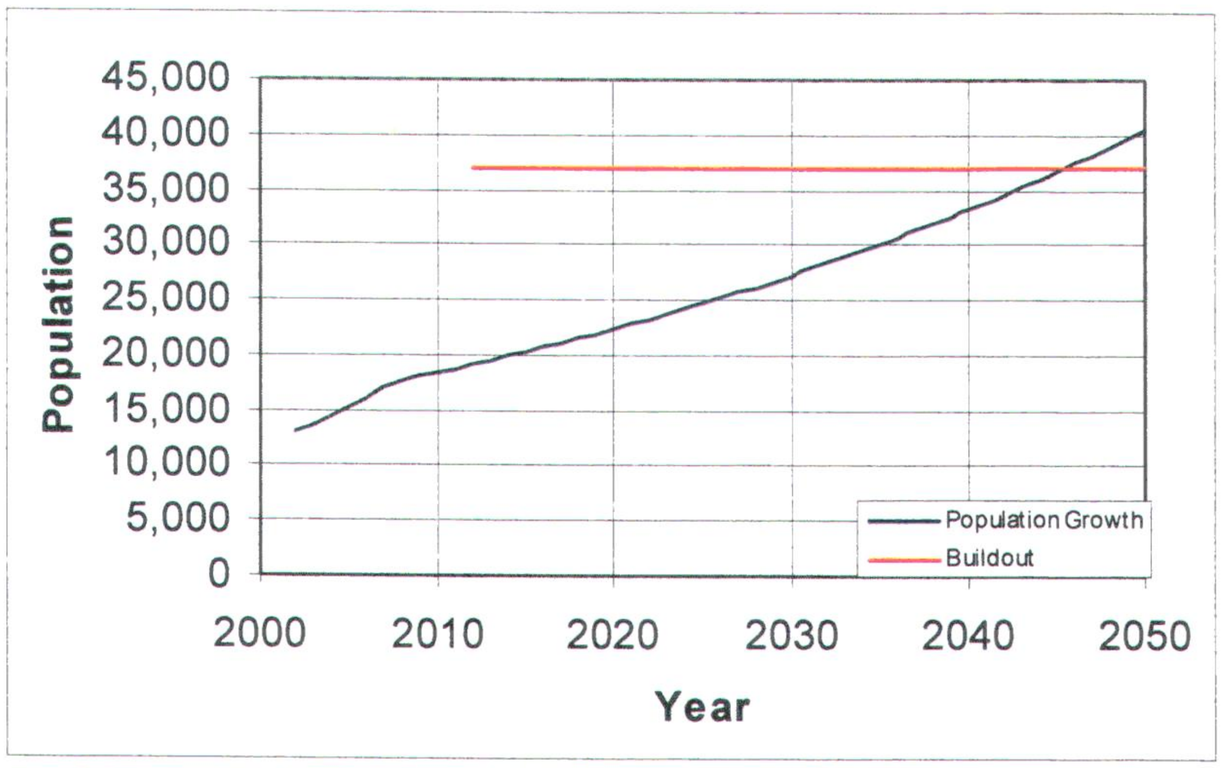


Figure 1. Projected Population Growth

By 2020, the estimated population is 22,381, or 5595 ERC (based on four people per household). This means that in ten years, Farmington City will be required to supply at a minimum 4.48 mgd for peak daily demand and 2507 ac ft per year, or an additional

0.88 mgd and 453 ac ft per year. If residents continue to use the average 145 gpcd, water usage will rise to 3634 ac ft per year.

CURRENT WATER CONSERVATION EFFORTS

Farmington City recognizes the importance of decreasing water usage. Several water conservation practices have already been implemented.

Culinary Water Rate Structure

As outlined previously, the Culinary Water Rate Structure 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.

Connect Customers to Secondary Irrigation Water

Currently secondary water is available to over 95% of the area within the city. Farmington recently passed a regulation mandating that all new developments are required to have a connection to a secondary water system for irrigation, thus giving residents more access to secondary water and thereby decreasing the demand on the culinary water supply.

Conservation Education

Farmington City promotes water education by distributing information to the public. Flyers with water conservation tips and suggestions for improving water use efficiency are included with the monthly billings. Water conservation articles are also published in the City's newsletter. Information on sources and water conservation web sites such as the Division of Water Resources (www.conservation.utah.gov/), the location of Water Wise Demonstration Gardens, and the Utah State Botanical Gardens is also included.

IDENTIFIED WATER PROBLEMS

Culinary Water Used for Summer Irrigation

As mentioned previously, new developments are required to connect to one of the secondary water systems available. Still, as Figure 2 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.

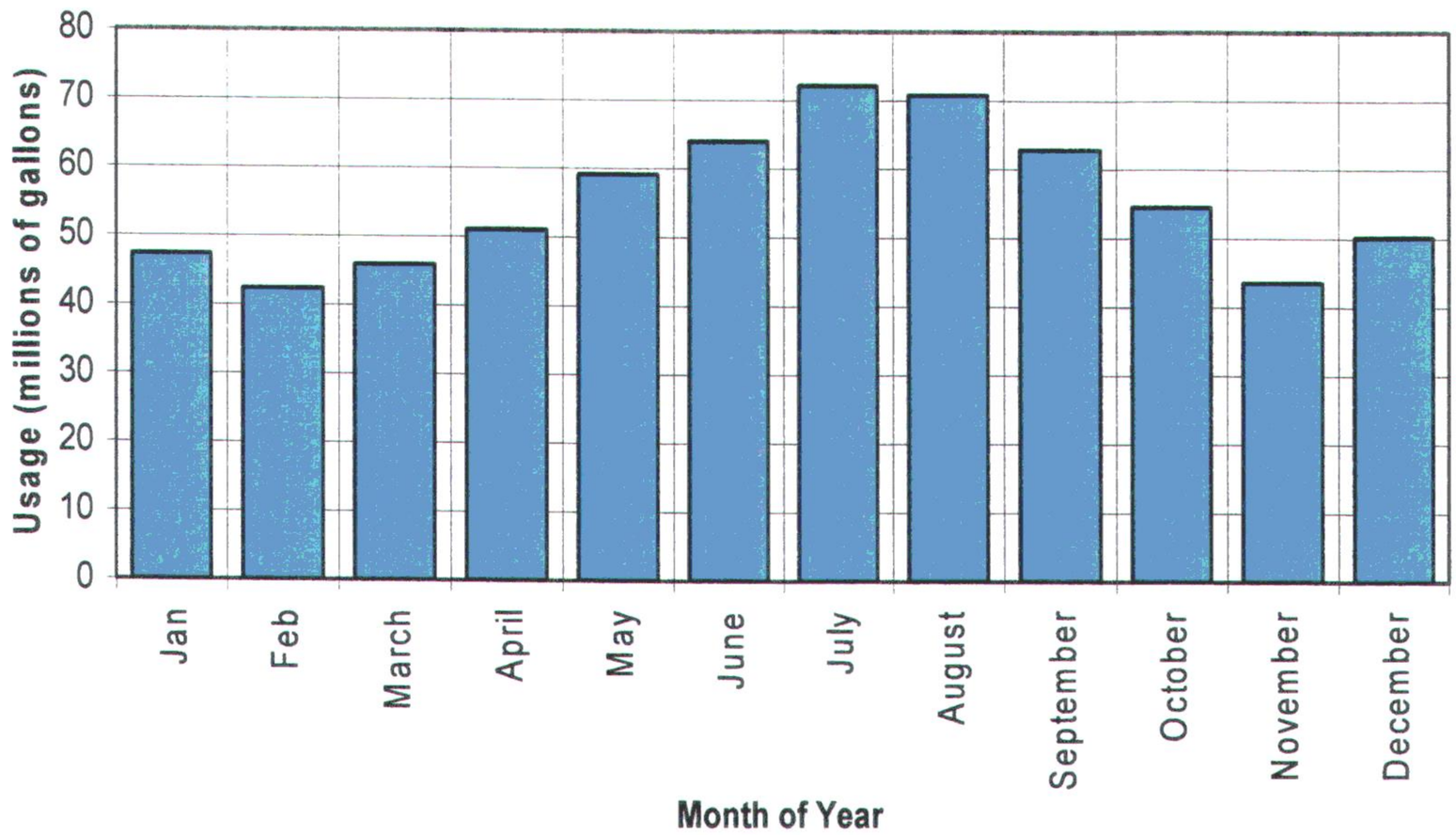


Figure 2. Average Water Use by Month from 2000 to 2010

Variability in Conservation Efforts and the Economy

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, use will increase as well. An increased effort will be required to reach conservation success seen in the 2002 to 2005 period.

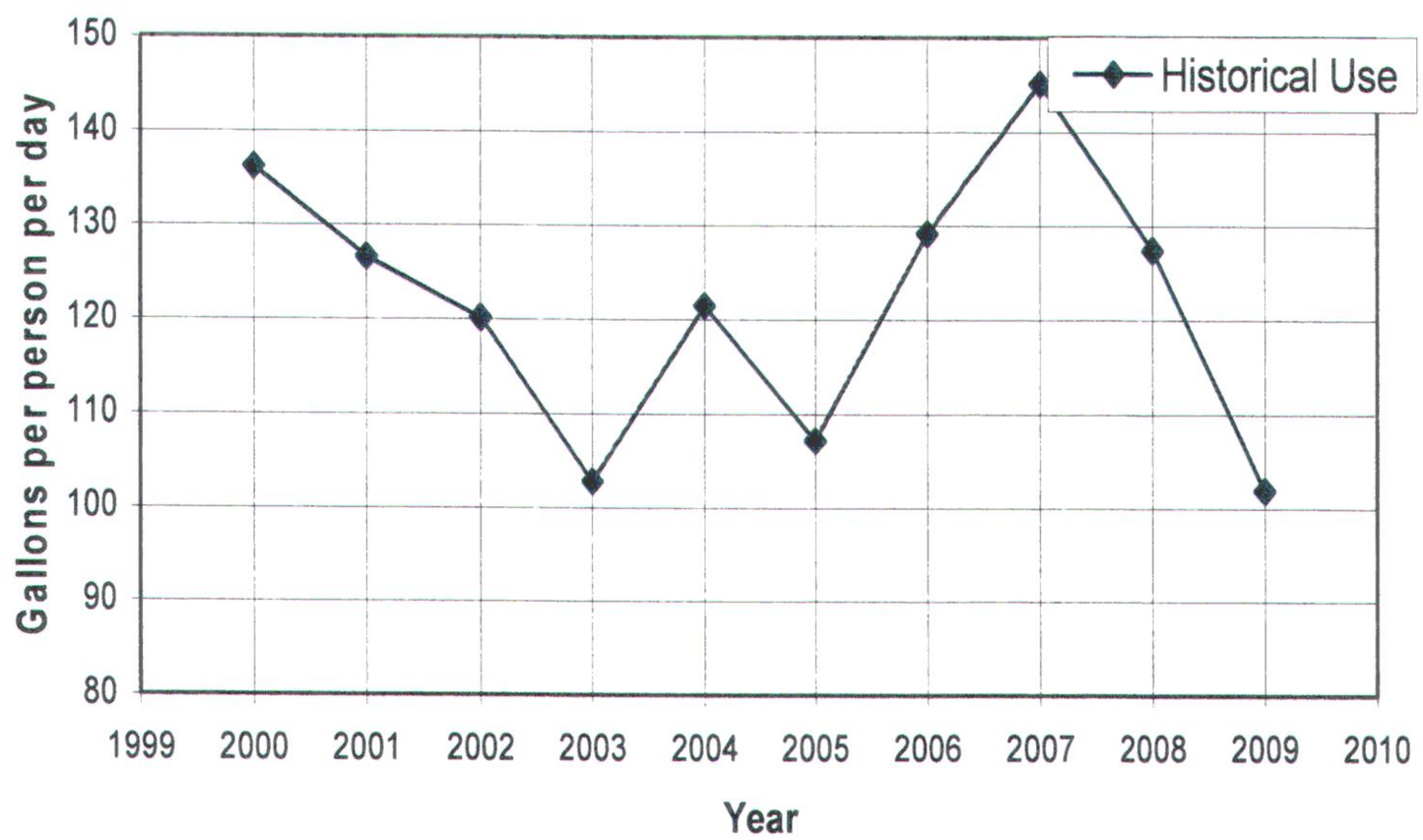


Figure 3. Water Consumption for Years 2000 to 2009

WATER CONSERVATION GOALS

The following goals have been outlined to help eliminate the problems outlined above and continue to decrease water usage:

Goal 1: Maintain the Per Capita Consumption Levels

The goal in the previous water conservation plan was to decrease water consumption to 105 gpcd. This goal was achieved in 2009; however in the past three years the daily consumptive use was as high as 145 gpcd. It is assumed that part of the reason for the fluctuation has occurred because of changes in the economy and that there could be an increase in consumptive use as the economy recovers. Therefore it is proposed that the goal for the City be to maintain a consumption less than 105 gpcd.

Education will play a crucial part in meeting this goal. The City will continue to publish and distribute literature containing information on the wise use of water. There are several water use areas where the City, residential, and non-residential users can make changes to improve water use efficiency. By making the public more aware of some of these items, they can then take steps to correct them. Some of the more significant items include:

- Identify and fix leaks
- Replace old toilets and washing machines
- Landscape with water wise plants
- Proper Irrigation system design
- Proper Irrigation practices

As mentioned previously, 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 also be encouraged to establish and use secondary water connections.

In addition to education, 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

Goal 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. The City adopted a new rate structure for water in the summer of 2010, as previously outlined, which is designed to produce adequate revenue to cover all costs to the City for providing, operating and maintaining the water system. Rate structure will continue to become more of a challenge as costs shifts from growth related problems to repairing and replacing infrastructure, which is not covered in impact fees. Meters are being installed to better measure peaking between user classes. In the next year, peaking and possibly rates due to peaking should be reevaluated based on the data collected from these new meters. Farmington City plans to replace all meters every ten years. In order to ensure that there is adequate revenue to fund the system, the water rate structure will be re-evaluated every five years.

Goal 3: Provide Attractive Common Space that Continues to Make Farmington a Pleasant Community

Farmington City works hard to establish beautiful parks and other common spaces for their residents to enjoy. Landscaping and watering policies for the City will conform to the common water conservation practices and the ordinances imposed for residential, commercial and institutional customers.

For future landscape development, architects and developers will be encouraged to provide attractive, useful spaces while keeping in mind water conservation by using more water efficient plantings and irrigation techniques.

Goal 4: Develop a Plan for Monitoring Culinary Water Usage and Waste

Farmington City desires to investigate more thoroughly exactly where the culinary water is going. By improving the current metering system, a system wide water audit can be performed. The water audit will compare total metered flow into the system with total metered flow delivered to customers. This will then verify the 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 not only lead to more conservation, but more revenue as well.

This goal was originally planned for completion in 2007. The City has made progress by planning for meter adjustments to be able to measure the impacts of certain commercial connections; however this goal has yet to be fully completed. It is the desire of Farmington City to accomplish this goal by 2015.

Goal 5: Continue to Promote a Partnership and Plan with Benchland Irrigation and WBWCD

The City will work closely with Benchland Irrigation 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, Benchland Irrigation has in the past established mandatory conservation measures and has a strict enforcement policy for violators of their conservation policies. Farmington City will encourage these agencies to continue to enact measurable goals for reduction of irrigation water within Farmington by the end of 2015. The City will cooperate with Benchland Irrigation and WBWCD in promoting irrigation water conservation by using the City's newsletter, utility billing stuffers, and the City's website.

WATER CONSERVED

The city has used an average of 122 gpcd. If the goals outlined above are met and Farmington succeeds in maintaining a 105 gpcd, 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 shows the difference each year between the two use rates.

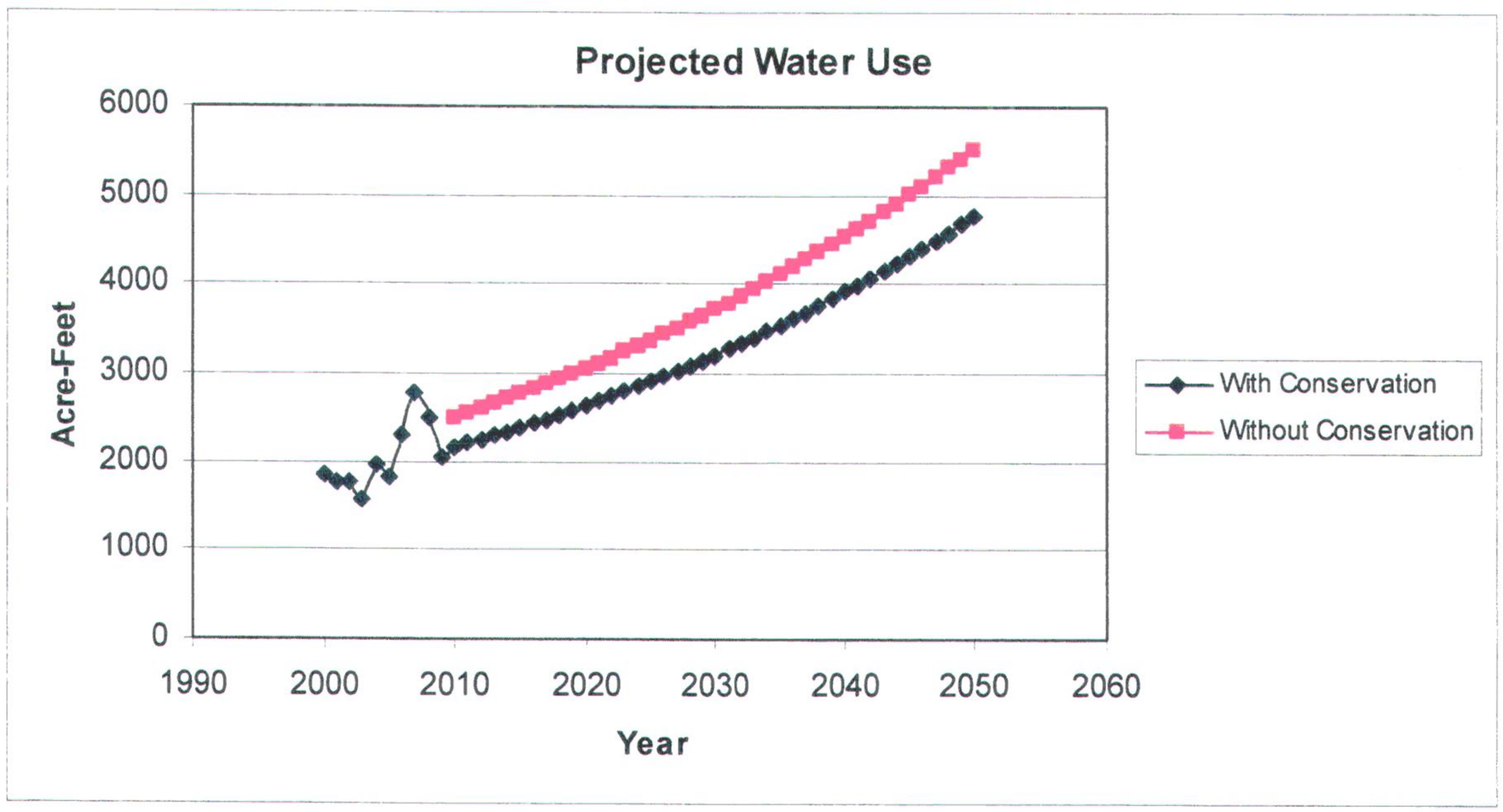


Figure 4. Annual Water Usage With and Without Conservation

Table 3 shows the projected population growth and the impact of the proposed conservation goals on per capita water use.

Table 3
Water Demand Projections

			[a]Water Usage/Projections			[f]Per Capita	Required Source	
Year	[a]Population	[b]ERC's	[c,e]AF/Yr	[d,e]MG/Yr	[d,e]MGD	Use (GPD)	[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

Agenda Item 5

CITY COUNCIL AGENDA

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

For Council Meeting:
December 14, 2010

Petitioner _____

S U B J E C T: **Discussion regarding Farmington Preserve Access - Petition from Nadine Simon et.al.**

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

See enclosed memos from David Petersen and Wayne Hansen along with letters of concern from residents.

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

FARMINGTON
HISTORIC BEGINNINGS · 1847

*MEMORANDUM***

To: Mayor and City Council

From: David E. Petersen, Community Development Director DEP

Date: December 3, 2010

Re: 1100 West/Farmington Preserve Access and Splash Pad

The City received petitions dated October 1, 2010, from several citizens expressing their concern regarding two issues in the 1100 West/Farmington Preserve area (note:one version of the petition provides a tally of the total number of dwelling units in the area, the other does not). The Planning Commission briefly reviewed the petition on October 28, 2010. They recommended that the City explore what can be done, if anything, to increase safety in the area. The City Council did not review the matter in November at the behest/benefit of Nadine Simon–the contact person for the petition, because Ms. Simon was out of town.

Emergency Access. The stub streets referenced in the petition include 855 North Street and 930 North Street off of 1100 West Street in the southwest area of the Oakridge Country Club Estates "Plat III" subdivision. At the time the City recorded the plat these streets stubbed into private property. However, Davis County has since purchased the land and created a regional detention basin/wetland area. It is unlikely that conditions will change and that the area will revert back to private property.

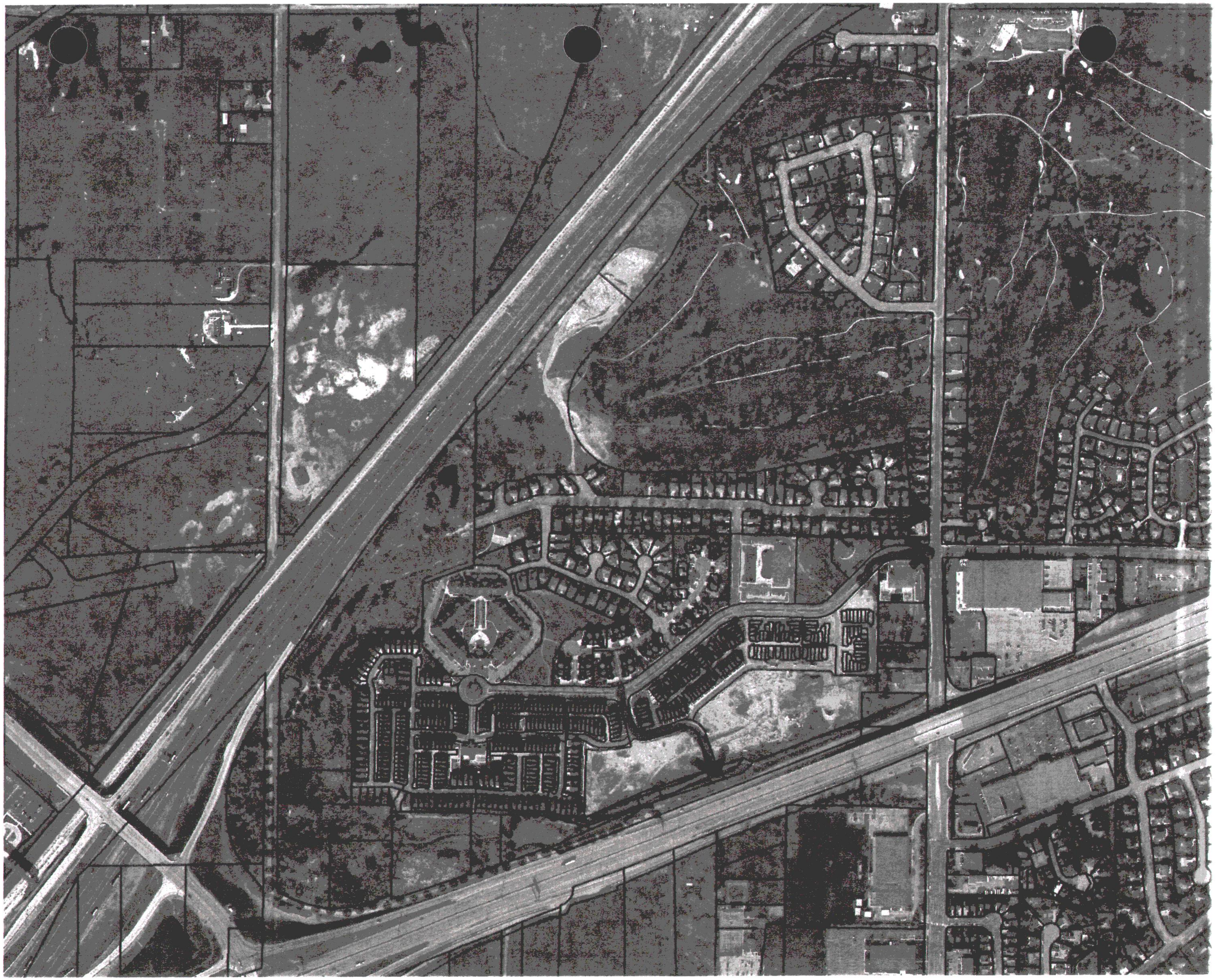
Presently there are two points of access into the area, which area is described in the petition–1) 1100 West Street and Shepard Lane, and 2) Shepard Creek Parkway and Shepard Lane. A third access is planned to connect Shepard Creek Parkway to the one-way southbound US 89 Frontage Road near the site a of a proposed LDS Stake Center. Garbett Homes must construct this third access, which provides right-in/right-out turning movements only on to the Frontage Road, prior to or concurrent with the last phase of the Farmington Crossing project. It is the understanding of City staff that UDOT has approved this access.

In the meantime, in the event a major catastrophe simultaneously closed down 1100 West at Shepard Lane and Shepard Creek Parkway (also at Shepard Lane) prior to construction of the third access, it is possible to obtain emergency access to the Frontage Road by two other ways via the recently constructed Farmington Preserve perimeter trail (see enclosed map). Please note: for the most part, the trails in the area consist of paved surfaces which are wide enough, and designed by the County, to support back hoe equipment and fully loaded dump trucks.

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

Splash Pad. The petitioners request that the City stop construction of the Splash Pad. The City Council approved this facility on August 17, 2010, as an amendment to the Farmington Crossing PUD Master Plan.

cc: Dave Millheim, City Manager



October 1, 2010

Mayor Scott Harbertson
Farmington City Council
Planning Commission
P. O. Box 160
Farmington, Utah 84025

Dear Mayor, City Council & Planning Commission,

We the undersigned wish to bring a matter of grave importance to your attention.

As you are aware, the community of Herriman recently had a serious fire that necessitated the evacuation of many of their residents. Because of fast response time and the ability to get into the area, damage was kept to a minimum and no lives were lost.

We live in the area bounded on the west by 1100 West, on the north by Shepard Lane, on the east by the frontage road and on the south by the wetlands. There are only 2 roads out of this area - 1100 West and Shepard Creek Parkway, both of which end up on Shepard Lane.

On 1100 West there are 2 stub streets. We were told a couple of years ago that whenever there is a stub street, there are plans to have it be a through street. We have also been told that there is to be a street from Farmington Crossing going out onto the frontage road. This would give us 3 more roads to use in the event of an accident of any kind - fire, gas leak, etc.

As you know a large number of residences encompassing Farmington Crossing have been added to this area with no concessions made for access into or out of the area. We also have the unique building of Rose Cove where many of the residents don't own cars or are unable to get out on their own because of disabilities.

Just a few numbers to help you get a better picture of our area:

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900 North	6
Kings Crossing & Circles	33
Prestwick Circle	16
Shetland Lane	42
Rose Cove	124
Farmington Crossing	407

(The Farmington Crossing number includes 4 buildings that are currently under construction)

The total number of units occupied in this area is 701. Most house at least 2 people and have at least 2 cars.

We respectfully request that you give this most serious matter your attention and consideration as soon as possible. If you would like us to address this at either a Planning Meeting or a City Council Meeting, we would be happy to do that. Contact can be made with Nadine Simon at (801-597-8652 or email at fnsimon@comcast.net.

Concerned Citizens of Farmington

Terry Lann 1162 N 1100 W	Sue Bahm 1154 N 1100 W	Jana Chisholm 1141 N 1100 W
Yvonne Skiggs	1188 N. 1100 West	
Laurie Webster	1128 N. 1100 W.	
Vickie Cravens	1024 N 1100 W.	
Irene Wilson	915 N. N. 1100 W	
Cheryl Topham	877 N. 1100 W.	
Melaine Topham	877 N. 1100 W.	
[illegible]	1013 No 1100 West	
Ralph Hill	1045 No 1100 West	
Georgette Haacke	895 N 1100 W	
Jason R Haacke	895 N 1100 W	

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Concerned Citizens of Farmington

Dan A. M

Brenda Musser

Amy J. Bagwell

Eric Jacobson

Jesa Fauske

Machelle Jay 1097 No. 1100 W.

Stephanie Clifford 1007 N 1100 W.

Jennifer Pack 1053 N. 1100 W.

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Kathryn Beaumeau
Joseph Beaumeau
Jori Roberts
Emily Roberts
Angela Talbot
Leah Spencer
Kimberly Harding
Harding
(Darrin Harding)
Alex Drew Woolsey
Irene McCrary
Mike McCrary
Jenny Benton

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Mary L. Peterson	1068 W. PRESTWICK Circle
Kathryn L. Petersen	1068 W. Prestwick Circle
Rebecca W. Smith	1052 W Prestwick Circle
Zella L. Turner	1024 W Prestwick Circle
Beverly Dixon	1023 W Prestwick Circle
Eloise Larsen	1012 W. Prestwick Circle
E. Lelly Larsen	1017 W Prestwick Circle
Beryl Higgins	994 Prestwick Circle
K. Earl	1012 " "
R M Earl	1012 " "
S. McKean	1066 Prestwick Cir.
Nadine Simon	1048 Prestwick Circle
Frank E. Simon	1048 Prestwick Circle

Concerned Citizens of Farmington - con't

Patricia Sanford 1013 W. Prestwick Circle Farmington
Brent W Bogden 1027 W Prestick Circle Farmington
Lynette P Bogden 1027 W Prestwick Circle Farmington

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Kathy Smock
Cary Anderson
Jerry C Johnson
Ann Hammond
Allen Malo
Linda Malo 994 N Shetland Lane
Camille Hogge 922 N Shetland Lane
Jeanine Yost 914 N. Shetland lane
Brittany Braun 941 Shetland Ln.
Deanna Holmes
Beryle Reid 1057 Prestwick Cir
Alice Nielson [illegible] Farmington
Candy Jacobus Rose Cove # C105

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Concerned Citizens of Farmington

Charles M. Alexander, Rose Cove A210
Cindy Lyman, Rose Cove B111
Gene O'Hara, Rose Cove C102
Norma Zemlicka, Rose Cove A217
John and Karen Seeman Sr., Rose Cove A220
Jack Mineamy, Rose Cove A203
Jim & Vicki Gray 926 N. Kings Crossing
Dawn Burtson A209
Rayone E Adams A-111 Rose Cove
Michelle T Adams A 111 ROSE COVE

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Concerned Citizens of Farmington

Robert & Ramona McClung.
847 N. Shepard Crk. Pkway
A-103
Rose Cove.

Delayne Holden
847 No Shepard CK Pkway A-106
Farmington Utah 84025
Rose Cove

Janice Reynolds
Rose Cove #B203

Lilly A Russell
Rose Cove B203

Chris Pyles
Rose Cove B215

Joseph H. Burch
Eileen M. Mahoney

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Nadine Simon
Janice Johnson
Marci Mendock
Josh Bowers
Allison Taylor
[illegible]
Heidi Rehanne

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We live in the area bounded on the west by 1100 West, on the north by Shepard Lane, on the east by the frontage road and on the south by the wetlands. There are only 2 roads out of this area - 1100 West and Shepard Creek Parkway, both of which end up on Shepard Lane.

On 1100 West there are 2 stub streets. We were told a couple of years ago that whenever there is a stub street, there are plans to have it be a through street. We have also been told that there is to be a street from Farmington Crossing going out onto the frontage road. This would give us 3 more roads to use in the event of an accident of any kind - fire, gas leak, etc.

As you know a large number of residences encompassing Farmington Crossing have been added to this area with no concessions made for access into or out of the area. We also have the unique building of Rose Cove where many of the residents don't own cars or are unable to get out on their own because of disabilities.

Just a few numbers to help you get a better picture of our area:

Homes on 1100 West	73
900 North	6
Kings Crossing & Circles	33
Prestwick Circle	16
Shetland Lane	42
Rose Cove	124
Farmington Crossing	407

(The Farmington Crossing number includes 4 buildings that are currently under construction)

The total number of units occupied in this rea is 701. Most house at least 2 people and have at least 2 cars.

issue #2

It has also come to our attention in the past few days that a splash pad has been approved to be installed on Shepard Creek Parkway, at the northwest corner of the Farmington Crossing property. We feel that this only adds to the congestion and lack of safe exits from this area. We were informed that this is intended for the use of the community even though Garbett Homes will maintain it. There is no parking there and also a very low fence that offers no safety for the children. The mere appearance of it detracts from our whole community and we feel that any consideration for those not living in Farmington Crossing was completely left out of this unwise decision. We feel that construction should be stopped on this project at its present location.

We respectfully request that you give these most serious and urgent matters your attention and consideration as soon as possible. If you would like us to address these at either a Planning Meeting or a City Council Meeting, we would be happy to do that. Contact can be made with Nadine Simon at (801-597-8652 or email at fnsimon@comcast.net.

Concerned Citizens of Farmington

Jenny Wright
1066 Turnberry Circle
Farmington.
(I agree with issue #1 only.)

Katie Mitchell
1071 Turnberry Cir.
Farmington
My family is looking forward to the splash pad, we just want to ensure that safety precautions are addressed.

MEMORANDUM

To: Mayor Harbertson, City Council

From: Wayne Hansen, Police Chief

Date: December 7, 2010

Re: 1100 West emergency access

During our last staff meeting we discussed a petition from Nadine Simon and a group of residents of the area surrounding Shepard Creek Parkway and 1100 West. They are concerned that these two streets may not be adequate in the event of an emergency requiring evacuation. I have reviewed David Petersen's memo dated December 3, 2010 regarding this issue and wholeheartedly concur with David's assessment.

Should mass evacuation become necessary even if both Shepard Creek Parkway and 1100 west were inaccessible there are other alternatives to get people safely out of this neighborhood. Use of the Farmington Preserve perimeter trail would provide a very viable means of moving traffic and people. As David additionally noted in his memo, when Garbett Homes builds the last phase of their development they will construct an access to the Frontage Road which will provide a third access point to this neighborhood. As I understand it UDOT has already approved this access point.

I am sensitive to these concerns and appreciate these residents bringing this to our attention. It has been a great opportunity to review and plan a "what if" scenario. I do feel that we are adequately prepared to meet the demands which would be required of us in a worst case situation. As it currently stands we have sufficient options to work with. As Garbett finishes this development and adds the additional access point we will be more than prepared to manage a mass evacuation.

During the first "great Farmington fire" it became necessary to evacuate numerous residents. This presented challenges quite similar to those raised here. The evacuation proceeded very well in spite of that and I am confident that the same would occur in this neighborhood if it were to become necessary.

cc: Dave Millheim, City Manager

Agenda Item 6

CITY COUNCIL AGENDA

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

For Council Meeting:
December 14, 2010

Petitioner _____

SUBJECT: **Discussion regarding the Code Enforcement Survey.**

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

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

Agenda Item 7

CITY COUNCIL AGENDA

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

For Council Meeting:
December 14, 2010

Petitioner _____

SUBJECT: **Discussion to Set Date for Joint CC/PC meeting regarding Affordable Housing**

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

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

Agenda Item 8

CITY COUNCIL AGENDA

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

For Council Meeting:
December 14, 2010

Petitioner _____

SUBJECT: **Discussion to recommend Planning Commission Appointments - 3 Full Time and 1 Alternate**

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

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

Agenda Item 9

CITY COUNCIL AGENDA

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

For Council Meeting:
December 14, 2010

Petitioner _____

SUBJECT: **City Manager Report**

To be given at Council meeting.

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

Agenda Item 10

CITY COUNCIL AGENDA

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

For Council Meeting:
December 14, 2010

Petitioner _____

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

To be given at Council meeting.

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