WORK SESSION: A work session will be held at the Farmington City Hall at 5:30 p.m. beginning at the construction site of the new City Hall at approximately 160 South Main. A tour of the building site will occur. At approximately 6:15 p.m. the group will reconvene at the City Hall, 130 North Main Street to review the agenda.

FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, February 16, 2010, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 130 North Main Street, Farmington, Utah. The agenda for the meeting shall be as follows:

CALL TO ORDER:

1. Roll Call (Opening Comments/Invocation) Pledge of Allegiance

7:05 2. Approval of Minutes of Previous Meetings

PRESENTATION OF PETITIONS AND REQUESTS:

7:10 3. Regional Communication Grant Proposal - Larry Gregory

7:20 4. Storm Water Violation Enforcement

SUMMARY ACTION:

7:25 5. Minute Motion Approving Summary Action List

- Ratification of Construction & Storm Water Bond Agreements
- Authorization to "write off" $969.04 in ambulance service charges.
- Authorization to replace fire alarm panel at Community Center at a cost of $6,665 to be taken from City Council contingency account
- Approval of Change Order #3 for City Hall project.
- Approval of ancillary contracts for City Hall with General Communications in amount of $105,572 for audio visual systems; Alpha Corp for access control in the amount of $10,839.42; and 3C Business Solutions for low voltage cabling - $43,898.26.
- Ratify Mayor and City Manager's approval for fencing credit against Station Parkway Road expansion.

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS

7:30 6. Consideration of Agreements between City and Davis School District -

- Purchase and Sale Agreement - Existing Farmington City Hall
- Addendum B to Master Inter-local agreement pertaining to cross parking & maintenance between new City Hall and Farmington Elementary

7:35 7. Discussion - Competing financial interests for U.S. 89 RDA Tax Increment

OLD BUSINESS:

7:45 8. Trail Access to Buffalo Ranches Trail adjacent to Heberling residence at 234 South 1800 West

NEW BUSINESS:

7:50 9. Award of Bid: Station Parkway Road Project - 1st Phase

7:55 10. Review of City "Loss Record" with Utah Risk Management Mutual Association since 2003

GOVERNING BODY REPORTS:

8:05 11. Mayor & City Council Reports

MISCELLANEOUS:

8:15 12. Miscellaneous

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

NOTICES OF COMMUNICATION:

8:20 13. Review of Strategic Planning Goals

9:10 14. Items of General Correspondence

ADJOURN: 9:15 p.m.

DATED this 12th day of February, 2010.

FARMINGTON CITY CORPORATION

By: Margy Lomax

Margy Lomax, City Recorder

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

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

Agenda Item 1

CITY COUNCIL AGENDA

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

For Council Meeting:
February 16, 2010

Petitioner _____

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

It is requested that Council Member Sid Young give the invocation/opening comments to the meeting and that Council Member Cory Ritz 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:
February 16, 2010

Petitioner _____

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

ACTION TO BE CONSIDERED:

Minute motion approving the minutes of the regular City Council meeting held February 2, 2010, and the special meeting held December 29, 2009.

GENERAL INFORMATION:

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

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

DRAFT

FARMINGTON CITY COUNCIL MEETING

Tuesday, February 2, 2010

CITY COUNCIL WORK SESSION/EAST CONFERENCE ROOM

PRESENT: Mayor Scott Harbertson, Council Members Richard Dutson, Sid Young, Jim Talbot, John Bilton, City Manager Max Forbush, City Planner David Petersen, Assistant Planner Glenn Symes, and Recording Secretary Kami Mahan.

Prior to the work session, updated copies of the Development Agreement for Park Lane Village were distributed.

Mayor Harbertson began discussion at 5:36 p.m. **Rick Dutson** offered the invocation. The following items were reviewed:

In view of Ex Parte rules, it was clarified for the record that **Mayor Harbertson**, **Rick Dutson**, and **Sid Young** had each received phone calls from Developer Rich Haws regarding his development and key points in the Development Agreements.

(Agenda Item #6): Public Hearing: Consideration of Ordinance to rezone 33 acres of property associated with Park Lane Commons at approximately 500 North 1000 West from Agricultural (A) to Transit Mixed Use (TMU) - The Haws Companies, Wilmore Development.

This item was very briefly reviewed.

(Agenda Item #7): Public Hearing: Consideration of Development Agreement for Park Lane Commons consisting of 33 acres located at approximately 500 North and 1000 West which includes a Project Master Plan (PMP) for the development as an Exhibit to the agreement.

The Development Agreement was reviewed and the Council discussed concerns regarding the proposed timetable of the payment of impact fees, and the precedent this would set. Of particular concern was payment of the Transportation Impact Fees. **Max Forbush** said legal counsel has advised against the City making "special deals", but that traffic gridlock needs to be averted and the City wants to avoid having to raise taxes if CenterCal does not succeed. He said one option was to defer payment of the fees. Past projects were discussed in relation to this issue. With respect to Mr. Haws' HUD loan application, **Mr. Forbush** said that if approval is given, this may bode well on competition for other non-residential projects in neighboring cities. He said the HUD application concern is legitimate.

(Agenda Item #8): Public Hearing: Consideration of Development Agreement and Associated Reimbursement Agreement (if available) for Park Lane Village (324 apartments and related improvements) on 17 acres located approximately 500 North and 1000 West which includes a Project Master Plan (PMP) for the development as an Exhibit to the agreement.

Mayor Harbertson reviewed this proposal. **David Petersen** distributed copies of an updated Park Lane Commons map (an Exhibit to the agreement), and a recent email from Rich Haws clarifying a section of the agreement regarding permanent access and a construction easement. It was also explained that Mr. Haws wants control of the planning and development of the trail. The City Attorney has advised having Mr. Haws submit his proposal to the City for review, and that approval not be unreasonably withheld. **David Petersen** discussed the Planning Commission's review of the agreement and said it was ultimately approved.

The timetable and installation of the culinary water line was discussed, as well as the need to have free and clear easements. The **Mayor** pointed out that the developers are proposing that impact fees be assessed at the date the development agreement is approved, and **Max Forbush** noted that impact fees have always been collected when the building permits are issued.

(Agenda Item #9): Public Hearing: Consideration of Schematic Plan approval for Park Lane Village located at approximately 500 North and 1000 West.

This item was briefly discussed. The language of the plan will state, "back of sidewalk to back of sidewalk," rather than stating a dimension. **David Petersen** said the correct dimensions will be in the Final Plat.

(Agenda Item #10): Consideration of Request to amend street cross section standards for Broadway Street and Grand Avenue with the proposed "Park Lane Village."

Glenn Symes explained this proposal. He said a provision under the subdivision ordinance allows an applicant to propose street standards which are not in the City's development standard. One hundred feet is being requested for Broadway Street because of the Conoco pipeline. **Mr. Symes** said the side treatments are being affected, and he described the proposed treatments.

It was explained that Grand Avenue is still designed as a promenade classification. This is the main pedestrian connection in this mixed use area. The landscape requirements, setbacks, and width of the sidewalks were discussed. **David Petersen** noted that a pedestrian easement for Grand Avenue had been obtained. Regarding whether this proposal was a downgrading of Grand Avenue, **Glenn Symes** explained that the 20-foot sidewalk is related to community development and allowing patio dining, etc. **David Petersen** reviewed the Findings of the Planning Commission on the matter, and said it was important they be memorialized for future developers.

(Agenda Item #11): Consideration of Jerry Preston Request for approval of a change in the radius dimension in the cul-de-sac cross section width for Rice Farms Subdivision, Phase 5.

David Petersen reviewed this matter and said the Fire Chief needs to give input. It was noted that the City Attorney has said the Fire Code can overrule an approval by the City Council.

(Agenda Item #12): Affordable Housing Plan Proposal - David Petersen.

David Petersen said this issue has been considered for some time. He said Farmington has developed more alternative housing over the past twelve years, and that updating the plans before Station Park develops could be to the City's advantage. The Community Development consultant submitted an original proposal of up to $24,000, but ultimately reduced it to $8,000, with City staff doing more of the work. **Mr. Petersen** reported that the Community Development Department reduced the most in terms of numbers and members.

(Agenda Item #15): Lease Agreement on house near Farmington Junction of U.S. 89 and North Main Street.

The **Mayor** said staff is recommending having the lease run for one year only, and then re-negotiating. The home has been vacant for at least two years.

The work session ended at 6:54 p.m.

REGULAR CITY COUNCIL/CITY CHAMBERS/CALL TO ORDER

PRESENT: Mayor Scott C. Harbertson, Council Members Richard Dutson, Sid Young, Jim Talbot, John Bilton, City Manager Max Forbush, City Planner David Petersen, Assistant Planner Glenn Symes, City Recorder Margy Lomax, and Recording Secretary Kami Mahan. The Mayor excused Cory Ritz, who was away on business.

Mayor Harbertson called the meeting to order at 7:04 p.m., and he offered the invocation. The Pledge of Allegiance was led by a Boy Scout.

APPROVAL OF MINUTES OF PREVIOUS MEETING (Agenda Item #2)

The minutes of the January 19, 2010, regular City Council meeting were reviewed and two minor changes were made. The Council also reviewed the minutes of the Special City Council meetings of December 29, 2009, and January 22nd and 23rd, 2010. Approval of the December 29th minutes will be deferred until Cory Ritz is present.

Motions

Rick Dutson moved to approve the minutes of the January 19, 2010, City Council meeting, as amended. The motion was seconded by **John Bilton** and passed unanimously by all Council members.

A motion was made by **Sid Young** and seconded by **Rick Dutson**, to approve the January 22, 2010, Special City Council meeting. All Council members voted in favor. **Jim Talbot** moved to approve the minutes of the Special City Council meeting held January 23, 2010. **Rick Dutson** seconded the motion, which was unanimously approved by Council members **Talbot**, **Dutson**, **Young**, and **Bilton.**

WEST DAVIS CORRIDOR EIS STUDY DISCUSSION: RANDY JEFFERIES (UDOT). (Agenda Item #3)

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Mayor Harbertson commended **Randy Jefferies** for his ability to listen and take feedback, and invited him to present UDOT's report on the EIS (Environmental Impact Study). **Mr. Jefferies** gave an overhead presentation and discussed various aspects of the West Davis Corridor EIS. He reviewed the study team, the study area, a summary of the history of the transportation corridor from 1962 to 2010, and the prospective outlook to 2040. He noted that population has grown 180 percent and employment by 150 percent. Other topics discussed included the planned study approach and goals of the study, the scheduled phase milestones, upcoming meetings and open houses, and the need for UDOT and the City to work together. **Mr. Jefferies** said the goal is to have a decision made on a western corridor within three years. An open house in Farmington will be held on February 24, 2010, at the Legacy Events Center. The purpose is for citizens to present their comments and input to UDOT representatives. **Mr. Jefferies** then invited questions.

Mayor Harbertson asked if more than one City official could be present at the planned Scoping meeting on February 17th, and **Mr. Jefferies** explained that 20 to 25 organizations will be represented, and one from each entity will allow a reasonable working group. However, he said he is happy to meet with more City officials on another occasion. The Council and **Mr. Jefferies** discussed how long the EIS will remain effective and whether another one would need to be done later.

Mr. Jefferies clarified that transportation needs for east-west traffic will also be evaluated. **Jim Talbot** noted previous work and input by the City on this issue and asked that this not be disregarded, and **Mr. Jefferies** agreed. He said Farmington and other cities should formalize and submit their proposals, and he encouraged citizens to become involved.

PLANNING COMMISSION REPORT (Agenda Item #4)

Chairman **Jim Young** reported on the proceedings of the Planning Commission meeting held January 28, 2010:

- The Planning Commission recommended approval of the Final Plat for the Spring Creek Estates Phase 3.

- Jerry Preston's request for a change of radius dimension in the cul-de-sac cross section width for Rice Farms Subdivision was recommended for approval.

- The Commission recommended approval for the Park Lane Commons Project Master Plan.

- Approval was recommended for the Project Master Plan, the Schematic Plan, and the Development Agreement for Park Lane Village.

- The Commission recommended approval of the rezoning of Park Lane Commons from A (Agricultural) to TMU (Transit Mixed Use).

PUBLIC HEARING: CONSIDERATION OF PLAT AMENDMENT REQUEST PERTAINING TO FARMINGTON CROSSING NORTH PUD WITH RELATED ORDINANCE AND VACATION ORDER. (Agenda Item #5)

Glenn Symes distributed copies of the new elevations for the Farmington Crossing North Subdivision, and he noted that lot lines change if a layout is modified. He said the units are smaller, but the plan is still consistent with the previous proposal, having the same number of units and the same basic layout. Developer **Richard Welch** of Garbett Homes stated that there is ongoing improvement on the model, which is very similar to the prior plan. He urged approval of the proposal.

Public Hearing

Mayor Harbertson opened the public hearing at 7:45 p.m. There were no public comments and the hearing was closed.

In response to questions from the Council, Developer **Noel Balsteadt** said they are creating new residences that are more affordable and attainable for buyers, and prices have been lowered by approximately $20,000. He said the greater the variety, the more interest is shown by buyers. Twenty-five different plans have been developed. The Council and the developers discussed the proposed exterior and interior materials. Concern was raised about the units becoming investment rentals. **Mr. Balsteadt** said they do not begin building until the units are pre-sold to pre-qualified buyers, and they do not sell to speculators. The new elevations were discussed.

Motion

Jim Talbot moved to approve the Ordinance with the Vacation Order, and to approve the Plat Amendment as shown to the Council.

PUBLIC HEARING: CONSIDERATION OF ORDINANCE TO REZONE 33 ACRES OF PROPERTY ASSOCIATED WITH PARK LANE COMMONS AT APPROXIMATELY 500 NORTH 1000 WEST FROM AGRICULTURAL (A) TO TRANSIT MIXED USE (TMU) - THE HAWS COMPANIES, WILMORE DEVELOPMENT. (Agenda Item #6)

Glenn Symes displayed an overhead map of the area being considered for rezoning, and said the TMU zoning designation would be consistent with the General Plan.

Public Hearing

The public hearing was opened by **Mayor Harbertson** at 8:01 p.m. There were no public comments and the hearing was closed.

The **Mayor** said that reports by City staff and the Planning Commission were favorable to the proposal, and that the Findings were consistent with the overall General Plan for the City.

Motion

Rick Dutson moved to adopt the Ordinance to rezone the 33 acres from A to TMU, and **John Bilton** seconded the motion.

Jim Talbot noted a concern raised in the study session about how long land would remain vacant under the same zoning stipulation, and after a period of time revert back to the original zoning. He said this should be appraised throughout the City as projects occur. He said new zoning is needed but if action is not taken within a specific amount of time, it's fair to revert back to the original zoning. He said that when he was previously on the Planning Commission, much zoning was done, but that things change and sometimes it's easier to rezone from Agricultural than Commercial, and then downgrade. The Council discussed this issue, and then voted on the motion. Council members **Bilton**, **Young**, **Dutson**, and **Talbot** all voted in favor.

PUBLIC HEARING: CONSIDERATION OF DEVELOPMENT AGREEMENT FOR PARK LANE COMMONS CONSISTING OF 33 ACRES LOCATED AT APPROXIMATELY 500 NORTH AND 1000 WEST WHICH INCLUDES A PROJECT MASTER PLAN (PMP) FOR THE DEVELOPMENT AS AN EXHIBIT TO THE AGREEMENT. (Agenda Item #7)

David Petersen stated that the role of this Development Agreement was discussed in the work session, and he briefly outlined the issues. Developer **Rich Haws** was invited to speak. **Mr. Haws** gave an overhead presentation of the Park Lane Commons, and he reviewed project details of under the following headings: Background of the Project, Annexation Property, Amending of the General Land Use Plan, the Bonneville Research "Market Study", Land Uses and Circulation, the PMP Exhibit to the Development Agreement, the Replaced Exhibit, Utilities, and the Exhibit to Development Agreement

"Schematic Plat Map." The development team was introduced, which included **Jim Seaberg**, President of Ivory Company, and **Ernie Wilmore**, a Partner from the Wilmore Team, who were both present.

Jim Seaberg addressed the Council and invited **Mr. Wilmore** to speak. **Mr. Wilmore** reviewed his credentials, and those of others on the project. He displayed overhead site pictures and elevations and reviewed specific amenities of the project in detail.

Rich Haws displayed a map of the TOD trail system showing the proposed route and other details of the trail. He said he would like to stay involved in controlling the trails, particularly with the timing of the building of the trail. **Mr. Haws** also reviewed a summary of the impact fee credits. In the Development Agreement, he is requesting: approval of the PMP; an allocation for credits for impact fees; that the City provide the water loop for which the developer will pay; that fees be set at the date of the Development Agreement; that the City complete the Parkway on schedule; that the City support the conceptual plan for the sewer system; and the proposed timetables for the payment of impact fees , which he says are critical for HUD financing.

In view of ex parte rules, **Mayor Harbertson** said he wished to disclose that he has had conversations with **Mr. Haws** about the proposal, as have **Rick Dutson** and **Sid Young**. **David Petersen** stated that staff is agreeable to most of the language in the Park Lane Commons agreement, with the exception of the timetable of the payment of fees. He clarified that the entire TMU (Transit Mixed Use) zoning area on the Exhibit B map should all be designated by the same color.

Max Forbush said he supported the project, but he reviewed the City's traditional policy and time frame in the setting and collection of impact fees. He said in December the Council approved an amendment to the transportation impact fee, which would make a difference of $155,000 more that would be collected on this project. The increase goes into effect in March. Therefore, if the Council were to approve the Agreement, as written, The HAWS Companies would pay $155,000 less. Mr. Forbush again reminded the Council that the City always collects the transportation impact fee at the time of building permit application. He noted the unwanted precedent that would be set if the Governing Body approved the agreement as written. **Mr. Forbush** said staff has recommended the fees be set as normally collected.

Public Hearing Opened

Mayor Harbertson opened the meeting to a public hearing at 8:58 p.m.

George Chipman, Farmington Trails Committee Chairman, 433 South 10 West, said this is a great continuation of the Legacy Trail and provides needed access to public transportation. He complimented the planned trail and encourages the City to work with the developer in how the design is controlled.

Public Hearing Closed

There were no other speakers and the hearing was closed at 9:01 p.m.

Mayor Harbertson commended the developers on the quality of the project, and said it sets the standard for other developments. He said his concern is the issue of impact fees, which would set a troublesome precedent for the Council. He said an impact fee analysis was done and the dollar figure is now known, but the Council is being asked to reduce it. The **Mayor** commented on the history of the Development Agreement with respect to the recent economic situation. He said the additional $155,000 in impact fees would be difficult for **Mr. Haws**, but this amount is critical to the City as well. The **Mayor** opened the matter for Council discussion.

Rick Dutson inquired about details on the HUD financing and contingency plans in the event the loan does not go through. It was explained that the developers are hopeful of having an invitation letter by the middle of next week, and at that point details need to be provided to HUD. It is considered a "done deal." In order for the loan to be issued, the entitlements are needed. **Mr. Wilmore** said there are other options, but they would be difficult. He said if he contacts HUD and tells them the Council voted favorably on the agreement, the loan should be approved. He said Farmington has a reputation for being unfriendly to developers. **Mr. Wilmore** said this ties into the time table of construction, and that tonight's approval would send a positive message to HUD.

Sid Young said he has had concern about financing the Road to the North. He does not see the City's obligation of avoiding gridlock in those areas without the transportation fees. He agrees the impact fees are a significant issue, but feels that it's important to get the agreement done tonight.

John Bilton asked for further clarification on the planned financing, and the developers addressed these issues. **Mr. Bilton** also raised a concern regarding the ratio of parking stalls, and thought this was a deviation from Chapter 18. The developers explained the parking situation. **Glenn Symes** said the parking does comply with Chapter 18 standards, and explained the process of review. **Mr. Bilton** is also concerned with downgraded proposals due to economic factors. He said he felt the request is not consistent with standard city procedures and requirements, and that the impact fee should be paid at the time of the building permit, not when the agreement is signed.

Jim Talbot expressed a concern that the parking situation may have problems similar to those in the Garbett development. He also concurs that Farmington's reputation with developers has not been positive, and asked how recently impact fees had become an issue. **Max Forbush** explained that due to legislative changes in impact fee laws last year, municipalities are encouraged to review impact fees every three to four years. Based on this, council transportation impact fees were reviewed. Without sufficient impact fees, taxpayers or other developers would have the burden. **Mr. Talbot** inquired about the possibility of mediation, and **Mr. Forbush** suggested the options of keeping the fee at the new rate but deferring payment for six months to a year.

Motion

Rick Dutson moved to approve the Development Agreement for Park Lane Commons; to approve the PMP; that the wording on fees be modified to state that impact fees should be paid in those amounts which are applicable at the time the building permits are issued, and not when the agreement is signed; and that the PMP map be modified to designate the entire purple area as a TMU zone. The motion was seconded by **Sid Young** and passed unanimously by Councilmen **Dutson**, **Talbot**, **Bilton,** and **Young**.

PUBLIC HEARING: CONSIDERATION OF DEVELOPMENT AGREEMENT AND ASSOCIATED REIMBURSEMENT AGREEMENT (IF AVAILABLE) FOR PARK LANE VILLAGE (324 APARTMENTS AND RELATED IMPROVEMENTS) ON 17 ACRES LOCATED AT APPROXIMATELY 500 NORTH AND 1000 WEST WHICH INCLUDES A PROJECT MASTER PLAN (PMP) FOR THE DEVELOPMENT AS AN EXHIBIT TO THE AGREEMENT. (Agenda Item #8)

David Petersen noted that changes to the agreement were discussed in the study session. The Council and the developers had an extended discussion regarding the modifications being proposed concerning permanent access and the construction easement, control of the trail, sewer service, and impact fees. **Max Forbush** said that City Attorney Todd Godfrey has approved the agreement with the changes. The Hampton Inn project was discussed in relation to this matter. It was noted that the City Attorney determined that the Hampton Inn decision regarding payment of impact fees did not set a precedent.

Public Hearing

Mayor Harbertson opened the public hearing at 9: 48 p.m. There were no comments and the hearing was closed.

Motion

John Bilton made a motion to approve the agreement as modified, pending review by City staff and the developer, and to authorize the **Mayor** to sign the agreement. **Sid Young** seconded the motion, which passed with Councilmen **Bilton**, **Young**, **Talbot**, and **Dutson** voting in favor.

PUBLIC HEARING: CONSIDERATION OF SCHEMATIC PLAN APPROVAL FOR PARK LANE VILLAGE LOCATED AT APPROXIMATELY 500 NORTH AND 1000 WEST. (Agenda Item #9)

David Petersen briefly reviewed this item.

Public Hearing

At 9:01 p.m., **Mayor Harbertson** opened the meeting to a public hearing. With no public comments the hearing was closed.

It was explained that the plan Exhibit will state "back of sidewalk to back of sidewalk", rather than giving a right-of-way dimension. Also, there will be a permanent construction and access easement.

Motion

Sid Young moved to approve the Schematic Plan as modified. **Jim Talbot** seconded the motion, which was unanimously approved by Councilmen **Young**, **Talbot**, **Bilton**, and **Dutson**.

CONSIDERATION OF REQUEST TO AMEND STREET CROSS SECTION STANDARDS FOR BROADWAY STREET AND GRAND AVENUE WITH THE PROPOSED "PARK LANE VILLAGE". (Agenda Item #10)

Glenn Symes noted a correction in the language, which should state that the Grand Avenue side treatments will consist of an 8-foot sidewalk and an 8-foot park strip, rather than stating 16 feet. He said the remainder of the document is unchanged.

Motion

A motion was made by **Jim Talbot** to amend the cross section as explained by City staff. The motion was seconded by **Sid Young** and was approved by Councilmen **Talbot**, **Young**, **Dutson**, and **Bilton**

CONSIDERATION OF JERRY PRESTON REQUEST FOR APPROVAL OF A CHANGE IN THE RADIUS DIMENSION IN THE CUL-DE-SAC CROSS SECTION WIDTH FOR RICE FARMS SUBDIVISION, PHASE 5. (Agenda Item #11)

It was noted that if this item is approved, the Fire Department can still override the decision under the Fire Code.

Motion

Rick Dutson moved to approve Jerry Preston's request, pending approval by the Fire Chief. The motion was seconded by **Jim Talbot** and was approved by Councilmen **Dutson**, **Talbot**, **Young**, and **Bilton**.

AFFORDABLE HOUSING PLAN PROPOSAL - DAVID PETERSEN. (Agenda Item #12)

This item was reviewed during the work session. **Mayor Harbertson** noted that City staff is agreeable to the $8,000 consulting fee.

Motion

John Bilton moved to approve the $8,000 consulting fee to pursue an affordable housing plan for the City. **Sid Young** seconded the motion, and Councilmen **Bilton**, **Young**, **Dutson**, and **Talbot** voted in favor.

CONSIDERATION OF DAVIS HIGH REQUEST FOR CONTRIBUTIONS TOWARD DAVIS HIGH FOOTBALL STADIUM AND TRACK. (Agenda Item #13)

Mayor Harbertson reviewed this request, and noted that the City's policy is that contribution money must have a direct benefit to Farmington. The issue was briefly discussed but died for lack of a motion.

MINUTE MOTION APPROVING SUMMARY ACTION LIST (Agenda Item #14)

- **Ratification of Construction & Storm Water Bond Agreements**
- **Approval of Custodial Services Agreement with DeAnn Carlile for Fire Station**
- **Approval/Ratification of Museum Board and their respective terms of office**

Mayor Harbertson reported that 39 building permits for single-family dwellings were issued in January. **John Bilton** added that Woodside Homes received three applications for new homes.

Motion

Sid Young moved to approve the Summary Action List, and added that someone needed to replace him on the Museum Board. This was briefly discussed, and it was agreed that **Jim Talbot** will participate on the Museum Board, and **John Bilton** on the Historical Preservation Committee. **Rick Dutson** seconded the motion, which was approved by Councilmen **Young**, **Dutson**, **Bilton**, and **Talbot**.

LEASE AGREEMENT ON HOUSE NEAR FARMINGTON JUNCTION OF U.S. 89 AND NORTH MAIN STREET. (Agenda Item #15)

Mayor Harbertson said the home is currently rented on a month-to-month basis. It is recommended that this be changed to a yearly lease to be re-negotiated each year.

Motion

A motion was made by **John Bilton** and seconded by **Jim Talbot**, to approve a one year lease to be re-negotiated yearly. Councilmen **Bilton**, **Talbot**, **Dutson**, and **Young** voted in favor of the motion.

D.R. Horton Discussion

Glenn Symes asked the City Council to review D.R. Horton's elevations for housing units in the Old Farm Development. Council members discussed the elevations and made recommendations with respect to the style, exterior materials, colors, etc.

CITY MANAGER'S REPORT (Agenda Item #16)

- **City Hall Construction Issues/Progress**

Max Forbush distributed pictures of prototypes for the weather vane, the time capsule, and the plaque for the new City Hall. The Council discussed the options and made recommendations. The lighting for the capola was also discussed.

MAYOR AND CITY COUNCIL REPORTS (Agenda Item #18)

Mayor Harbertson reported on several items. He noted the invitation to attend the Governor's Public Safety Conference on May 18th, 19th, and 20th. The agenda and attendance for tomorrow night's Town Hall meeting was briefly discussed. The **Mayor** said ideas for items to include in the time capsule will be solicited in the City newsletter and from elementary school students. Items to include were suggested. **Mayor Harbertson** asked the Council for input as to what issues should be discussed at future Town Hall meetings, and suggested topics for discussion included Station Park and west side development, and the transportation corridor. The **Mayor** noted that more than one Council member can attend Town Hall meetings.

Rick Dutson reported on the Youth City Council dinner. He also commented on the Haws Development agenda items handled earlier in the meeting, and the developer's funding for these projects was very briefly discussed.

Sid Young commented that it would be good to have an elected official at the Davis Corridor meeting if possible. He also reported on a water problem at 322 Paulette. **Mr. Young** said details on State legislation can be viewed and commented upon on the Legislative Policy Committee's website. He updated the Council on current legislation, and the **Mayor** said the League's position on bills can be forwarded to the new Council members.

John Bilton reported on a request from homeowners to donate land to the City in exchange for a trail access off of 1800 West and about 500 South. **Max Forbush** said the owners can email pictures and their request to him.

Margy Lomax inquired about when to schedule taking pictures of the governing body, and it was agreed to schedule this for the first City Council meeting in March.

Discussion of Fire Equipment Donation

Max Forbush reported that Fire Chief Gregory would like to donate thirteen air packs and six spare bottles to the Utah Fire Rescue Academy, to allow the organization to help small departments around the State.

Motion

Rick Dutson moved to donate air packs and bottles to the Utah Fire Rescue Academy. The motion was seconded by **Sid Young**, and Councilmen **Dutson**, **Young**, **Talbot**, and **Bilton** all voted in favor.

MISCELLANEOUS Agenda Item #19)

No items were discussed.

ITEMS OF GENERAL CORRESPONDENCE (Agenda Item #17)

There were no items discussed.

ADJOURNMENT

Rick Dutson moved to adjourn. **John Bilton** seconded the motion, and the meeting adjourned at 11:03 p.m.

_____

Margy Lomax, City Recorder
Farmington City

SPECIAL FARMINGTON CITY COUNCIL MEETING

Tuesday, December 29, 2009 - 4:00 p.m.

CITY COUNCIL WORK SESSION/EAST CONFERENCE ROOM

PRESENT: Mayor Scott Harbertson, Council Members Rick Dutson, David Hale, Cory Ritz and Paula Alder; City Manager Max Forbush, David Petersen, City Planner, and City Recorder Margy Lomax. Council Member Sid Young arrived at 4:15 p.m.

The meeting was called to order by Mayor Harbertson at 4:05 p.m.

MOTION TO GO INTO CLOSED SESSION TO DISCUSS PENDING LITIGATION

Mayor Harbertson reported there was nothing new to discuss on the item for the closed session so therefore there was no need to hold one.

CONSIDERATION OF RECYCLING OPT-OUT REQUESTS

Max Forbush reported seven additional residents had sent in requests to opt out of the City's recycling program. He said the percent of residents opting out is now around 19%. He reported one of the seven requests is from Breck Brown who owns a duplex at 1178 North 200 West and lives in one side of it. Mr. Brown is requesting that the City to allow him to only have one regular garbage container and one recycling container for the duplex. Mr. Brown owns a business which has a dumpster where any excess garbage could be taken. Under Title 7 of the City code the Council is authorized to do this.

Motion

Rick Dutson moved to authorize the opting out of the City's recycling program the seven residents who had petitioned the City to do so and to authorize City staff to pick up the black garbage container from Mr. Brown's duplex. The motion was seconded by **Cory Ritz**. The motion passed with an affirmative vote by all Council Members.

Those receiving permission to opt out are:

Mecall Hill	-	1026 North Shepard Creek Parkway
Dean Godfrey	-	909 Ibis Crossing
Mark Cummings	-	1817 North Compton Road
Alicia Peterson	-	948 North Shepard Creek Parkway
Breck Brown	-	1178 North 200 West

Ludwing Parra	-	373 North Stampede Drive
Kent Hinckley	-	1876 North Summer Wood Drive

Mr. Forbush asked for authorization for him or the Mayor to be able to grant permission to any further requests which might come to the City from residents not wanting to be in the curbside recycling program through the end of the year.

MOTION

A motion was made by **Rick Dutson** and seconded by **David Hale** to authorize the City Manager and/or the Mayor to be able to grant permission until the end of the year to any residents who do not want to participate in the curbside recycling program for any reason. The motion passed with all Council Members voting in favor.

CONSIDERATION OF COMMON AREA AGREEMENT WITH FARMINGTON PRESERVE RESIDENTIAL ZONE OWNERS ASSOCIATION REGARDING MAINTENANCE OF OPEN SPACE

Mayor Harbertson reported he had participated in a phone conference with Mark Nielson, the attorney for Farmington Preserve Residential Zone Owners Association, to discuss the proposed agreement and the budget. At first they were only offering the City $21,000 for maintenance of the open space area in the Farmington Preserve, but revised the budget to $30,000 after being told the City needed more funds for maintenance.

The open space or common area parcel was previously sold at a tax sale by Davis County. There was approximately $42,000 in excess of the taxes owed which went to the Association. Restrictive covenants were recorded with the plat placed this parcel of property as an open space common area and to remain so in perpetuity. Therefore, the parcel can never be built on. The highest bidder at the tax sale, Mr. Brown, owns the parcel, but has not maintained it. By the City entering into a "Common Area Agreement" with the Residential Zone Owners Association, it will give the City "teeth" to be able to enforce maintenance and clean up of the property. In paragraph 6 of the Agreement it gives the City the authority to go onto Mr. Brown's property to do the maintenance if he doesn't. By the terms of the Agreement the City would take the place of the Association in enforcing the restrictive covenants for this open space parcel.
The Association is open to the idea of having the open space landscaped.

David Petersen, City Planner, reported a letter had been sent to Davis County Tax Assessor stating that the parcel of property in unbuildable so the tax rate on the property should go down.

MOTION

David Hale moved to accept the agreement as had been amended stating in paragraph 2 that the compensation to go to the City shall be $30,000. The motion was seconded by **Rick Dutson** with all Council Members voting in favor the motion passed.

CONSIDERATION OF INTER-LOCAL AGREEMENT WITH BENCHLAND WATER DISTRICT PERTAINING TO SHARING COSTS ON DISPOSITION OF SURPLUS EARTHEN MATERIAL ASSOCIATED WITH PROPOSED CONSTRUCTION OF NEW IRRIGATION RESERVOIR

CONSIDERATION OF INTER-LOCAL AGREEMENT WITH BENCHLAND WATER DISTRICT PERTAINING TO SHARING COSTS OF DISPOSITION OF SURPLUS EARTHEN MATERIAL ASSOCIATED WITH PROPOSED CONSTRUCTION OF NEW IRRIGATION RESERVOIR

Mayor Harbertson passed out copies of a letter to be sent to Steve Moon, Chairman of Benchland Water District, which states that Farmington City is willing to participate in cost sharing of moving the power lines above either the new Benchand Water District basin or the existing basin. The existing basin is larger and would have more water when needed as a dipping site to fight fires on the east bench. The City will also work with the Forest Service and other State of Federal agencies to try to come up with funding between the three entities to help pay for removal of the power lines.

Representatives from Benchland Water District were introduced who were: Steve Moon, Chairman of the Board, Jerry Naylor, Board Elect, Jim Taylor, Board Member, David Hale, Board Member, and Scott Parsell, Manager. Benchland Water District will be meeting tomorrow evening to consider the this Inter-Local Agreement.

Max Forbush presented the City Council Resolution which adopts the Inter-local Agreement. If the Water District and City approve the agreement and if the Forest Service gives Benchland approval, then there would be a partnership between the City and Benchland by March 1. However, if the Forest Service does not give approval by that date, then the City has to go forward on its own to begin construction of the "Road to the North". Exhibit B to the agreement deals with cost sharing, of what constitutes half and half. Hauling will be calculated at 50/50; the access road to get to the site will be 50/50; but the clearing of topsoil and actual excavation would be the Water District's responsibility. The term on page 3 of the Agreement has been changed from 5 years to 2 years.

Mr. Forbush stated Benchland will submit their plans to construct the entire project, including the concrete reservoir, to the Forest Service by January 6, 2010. The Forest Service will probably take 4 to 6 weeks to review the plans and then issue a permit. In the meantime, a bidding process will be held with bids to be opened in January, but not awarded until the permit is secured. After the bids in late January, the City should know the cost. The reason the District and City is entering into this agreement is because it is a perfect example of collaboration between two public

entities where both can save money for the benefit of taxpayers. It is estimated the City's savings will be $600,000 and Benchland will save a considerable amount. It is a win-win situation.

The letter to Mr. Moon suggests the City is willing to go on record with a letter of intent to work with the District to help pay for the cost of moving the power lines away from the reservoir site so it can be used for a helicopter dipping site for benchland fires. The letter suggests that both the City and District will work together, but also that the Forest Service and State have an obligation to do pay their share because the major benefit is on their land.

Steve Moon, Benchland Chairman, said their Board is pretty much in agreement. He expressed appreciation for the letter stating it helps a lot. Paul Hess, Attorney for Benchland, had reviewed the Agreement and was concerned about the requirement for delivery of fill as stated on page 3 wherein the District is to deliver "at least a minimum of 45,000 cubic yards." The Forest Service has mandated that the District leave rocks at the project site so Mr. Hess is concerned Benchland might not be able to deliver the 45,000 cubic yards minimum. Benchland is willing to deliver as much fill as possible, but Mr. Hess is worried about the minimum of 45,000 cubic yards. It was suggested that "45,000 cubic yards" as listed in the Agreement be changed to "25,000 cubic yards". Mr. Parsell stated he feels there are 62,000 cubic yards of fill at the site so he doesn't foresee a problem. The City will only pay for what is hauled.

Mr. Hess had another concern with the Agreement in that if the bids come in at a higher cost in order to meet with the 60-day hauling time frame required by the City, then he felt the City should pay the extra cost. Mayor Harbertson agreed with the two changes to the Agreement as suggested by Benchland's attorney.

Mr. Parsell stated they have asked the Forest Service twice if moving the power lines was needed in order to grant the permit. The Forest Service has given them assurance that "No, it is not". He also said the District started on this project 30 months ago. It was actually designed in 1976, but the District ran out of money at that time for the project's completion.

Motion

Rick Dutson moved to adopt the resolution approving and authorizing the execution of the *"Inter-local Cooperation Agreement between Farmington City and Benchland Water District Regarding the Excavation and Delivery of Fill Material"* with the changes to the Agreement as had been suggested by Benchand's attorney and as had been discussed of changing "45,000 cubic yards" to "25,000 cubic yards" in paragraph 4 and in paragraph 7 concerning alternative bids to be obtained for delivery of fill to the City's site and to another project. If the cost of the first bid is higher than the alternative bid, then the City shall pay 100% of the difference between the two bids along with other costs listed in paragraph 7. The motion was seconded by **Sid Young** and passed unanimously with all Council Members voting in favor.

Motion

Rick Dutson moved to approve sending the letter to Steve Moon, Chairman of Benchland Water District, to show support with respect to the District's request to the Forest Service to move Rocky Mountain Power distribution lines away from Benchland's Reservoir. The motion was seconded by **Cory Ritz**. The motion passed with all Council Members voting unanimously.

Motion

Paula Alder moved to adjourn the meeting. The motion was seconded by **David Hale**. The meeting was adjourned at 4:55 p.m.

Margy L. Lomax, City Recorder

Agenda Item 3

CITY COUNCIL AGENDA

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

For Council Meeting:
February 16, 2010

Petitioner _____

SUBJECT: **Regional Communication Grant Proposal - Larry Gregory**

ACTION TO BE CONSIDERED:

Minute motion authorizing the appropriation of the expenditure of up to $10,000 from the City Council contingency account to fund Farmington City's matching share of the Regional Communication Grant proposal. There is $29,500 in the Council contingency fund.

GENERAL INFORMATION:

See enclosed correspondence provided by Larry Gregory. He will be at the Council meeting with others to explain the benefits of this project.

FEMA Grant for entire County

1. 4 dispatcher / 13 Fire Depts
2. next budget year

1. Must to work letter of intent

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

MEMORANDUM

TO: Max Forbush, City Manager
FROM: Chief Gregory
DATE: February 3, 2010
SUBJECT: Regional Communications Grant

LAG

Farmington Fire, along with the other Fire Departments in Davis County appear to have been awarded a Regional Communications Grant from FEMA. The grant was prepared by Chief Cottrell Syracuse Fire and Asst. Chief Smith of Clinton. Preparation and submittal occurred approx three years ago. The request was for $434,000 for communications equipment that will allow all department to become compliant with NFPA 1221, having to do with emergency services communications. The equipment will be used to dispatch multiple agencies, as well as serving as a backup to the primary system. In addition to all Fire Departments in our county, there will be application for our dispatch centers as well, depending upon the present level of capability. I cannot answer a lot of questions at this time, but am enclosing a copy explaining system operations.

When the application was made, they did not go to each department to spec specific needs. For instance, in house speaker system to broadcast alerts. I'm not sure what our cost will be. There is money to deal with the issues, for instance, in house speaker system. Until we get someone here from McIntosh Communications and Zetron, I can't give a definite dollar amount.

Chief Larkins is knowledgeable and has met with me, and has been trying to come up with a dollar cost. His best estimate, is below $10,000 per station, probably lower. I'll be more specific when I get details.

We share the cost of the console unit with users of Davis Dispatch, we would buy one IP station unit. I believe McIntosh would do the installation work. Not sure of cost, if any. Sorry to be so vague. We are a bit frustrated but working to get numbers.

This is a big thing for Davis County Fire Departments. Bringing us all into NFPA compliance, tying us all together for dispatching is also huge. You have witnessed some of the bigger challenges we've had. This should really help us.

I usually offer to answer questions but believe you can see I am out of my league here. We are meeting regularly and I will pass along updates.

MAX

Larry Gregory

From: Craig Cottrell [ccottrell@syracuseut.com]
Sent: Tuesday, January 12, 2010 4:24 PM
To: 'brett larkin'; 'floyd petersen'; 'jim rampton'; 'Kevin Ward'; 'larry gregory'; 'roger bodily'; 'Neil Coker'
Cc: 'Guido Smith'
Subject: 2009 AFG Regional Communications Grant for Zetron System

Gentlemen,

Please find the attached questions from FEMA in regards to the regional communications grant that we applied for through the Clinton City Fire Department. We have not been awarded the grant yet, but if we accept the terms of these questions we will be highly likely to be awarded. Each department that would benefit from this grant (Clinton City Fire Department, Farmington City Fire Department, Kaysville City Fire Department, Layton City Fire Department, North Davis Fire District, South Davis Metro Fire Agency, Sunset City Fire Department, and Syracuse City Fire Department) will need to answer these questions and return them to me. Obviously each of the affected dispatch centers will also need to be contacted and brought in to the process as we go.

Many of us will need to go to our City Councils, or City Managers to get these questions answered and you will need to know what your portion of the matching funds will be in order to facilitate those meetings. In order to make sure the matching portions are fair we need to meet and go over the equipment lists with each department. Therefore we would like to meet on **January 19th at 1300** at the Syracuse Fire Station in order to discuss these issues. This will allow you time to get this grant information on your City Council agendas if you need to.

Our target date to answer DHS is the 29th of this month. This may very well slip due to planning issues but we must be working forward or we will miss this opportunity. Let me know if that date is not possible as soon as you can.

As we work through this process, please keep in mind that the most important thing we can do to make this project successful is to keep communicating our needs and any issues as they come up. Also keep in mind that this is a regional effort and a lot of people will need to work together so that we can make these important and necessary changes which will positively affect our ability to respond quickly with each other.

Thank you in advance for your cooperation,

Craig Cottrell
Fire Chief
Syracuse Fire Department
ccottrell@syracuseut.com
Office: (801)-614-9607
Cell: (801)-928-9393

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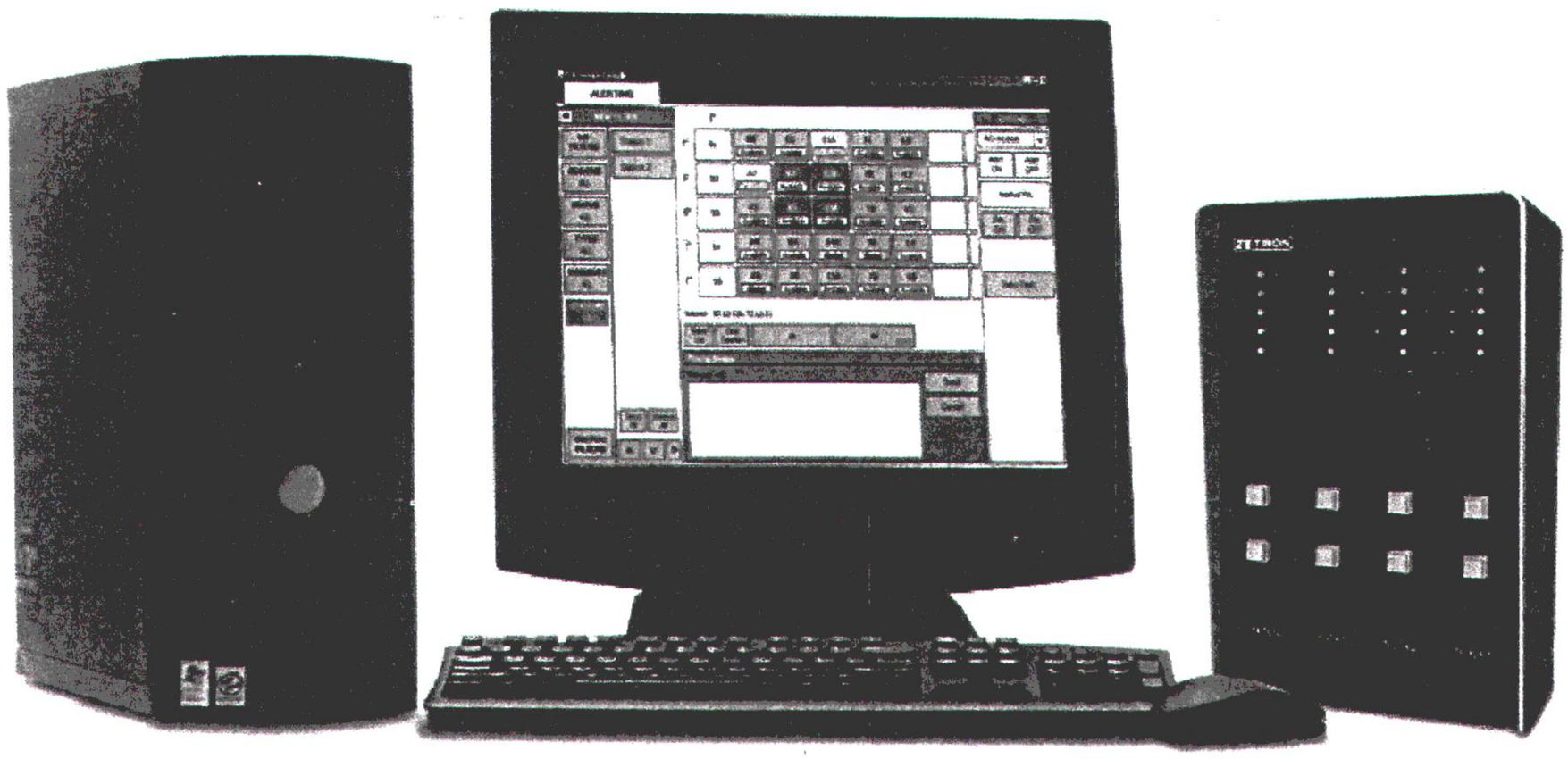
IP FIRE STATION ALERTING SYSTEM



FEATURES

- Supports up to 255 stations per system.
- Supports up to 24 dispatch positions.
- Station unit includes flexible alerting, control and status capabilities.
- Near instantaneous alert times achieved with independent voice and data channels.
- Dispatcher announcement via Voice over Internet Protocol (VoIP) or radio.
- Includes dedicated dispatcher client application to initiate commands from each dispatch position.
- Dispatcher application is fully field configurable.
- Integrates easily with radio dispatch consoles
- Provides computer aided dispatch (CAD) integration with existing M26 CAD protocol or XML.
- NFPA 1221-compliant for dispatch systems.

INTRODUCTION

Zetron's IP Fire Station Alerting (IP FSA) system is ideal for any municipality that has IP links between its central communications center and its fire stations. IP FSA moves fire dispatch into the IP world without sacrificing features that have worked so well for countless fire departments.

Converting to IP between the central site and the fire station increases the alerting speed and broadens connectivity options.

The graphical user interface on the workstation at the console position gives dispatchers an intuitive, space-saving way to view status and control the PA, tones, and relays at the station. The server architecture allows dispatchers at remote locations to interact with the system over an IP connection.

With the IP FSA system, data commands and voice announcements are sent independently. Any IP link can be used to deliver the alert commands. Voice can be configured to go over either IP or radio.

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Because voice can be sent over either IP or radio, the IP FSA system can be used in a wide variety of circumstances. The voice over IP mode is suitable for applications with broadband IP networks. The radio mode is useful when a dispatcher's announcement must be sent simultaneously to mobile units and stations.

Server-based control allows fire station alerting client applications to operate with a full awareness of the actions of the other positions.

The client application runs on a workstation and includes an intuitive user interface with a "quick-look" status layout. It also provides tools for filtering, selecting, and controlling stations or individual apparatus. In addition, the system can be controlled entirely through a CAD interface.

The station unit can be configured to activate the PA automatically, play unique tones, display apparatus status, open bay doors, or control station lights. The IP station unit includes a response button that can be used for manual acknowledgements or to reach the communications center.

Backward compatibility to certain versions of Model 6 is possible. To upgrade an existing Model 6, simply add the Zetron Model 6 Ethernet Module to the Model 6, upgrade the firmware, and replace the Model 26 with IP FSA Server and the optional IP FSA Console.

SYSTEM OPERATION

The IP FSA system uses a client-server architecture to receive commands and then directs them to the appropriate fire stations.

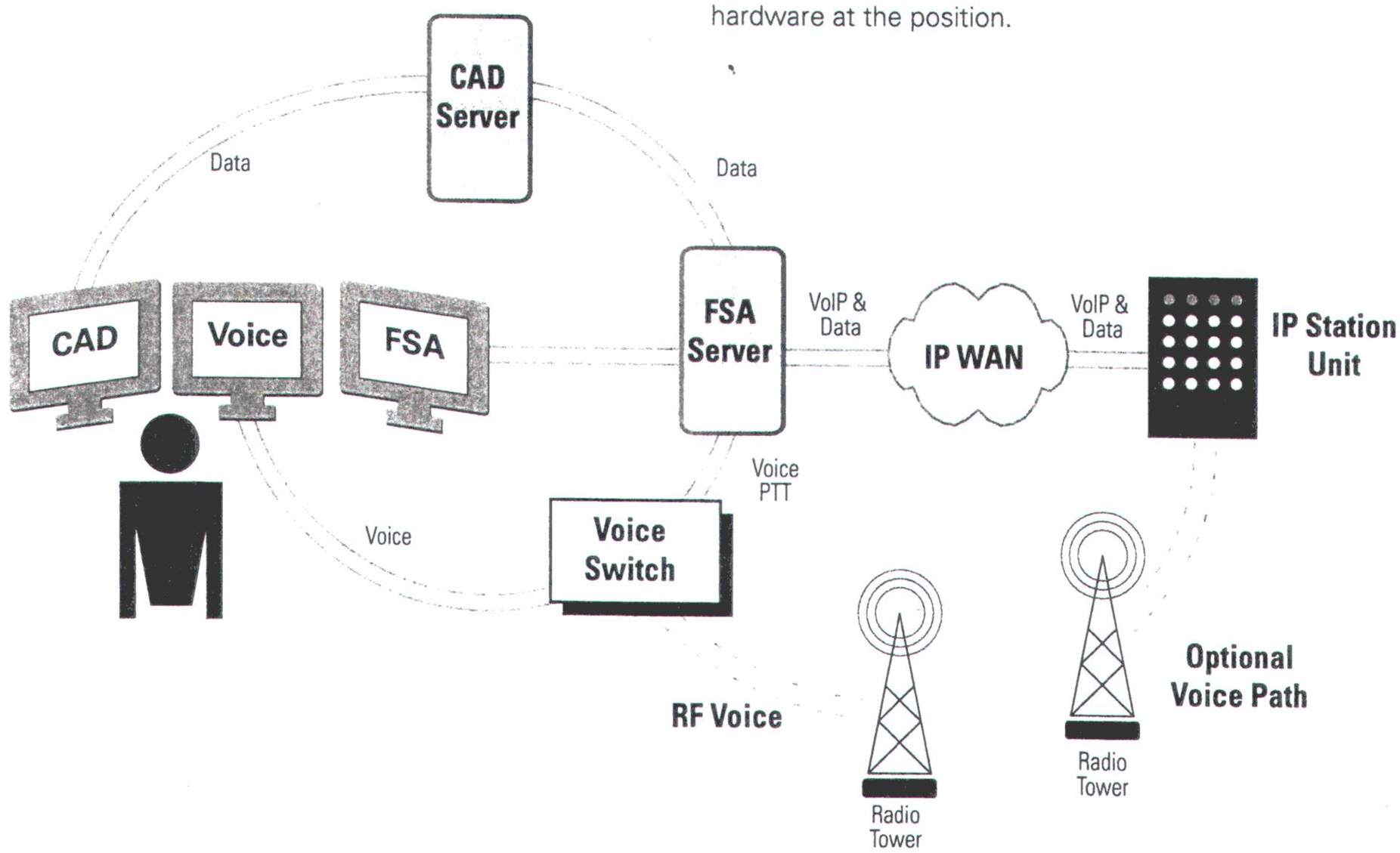
The system consists of the IP FSA Server application, the IP FSA Console client application, the Model 6203 IP Station Unit, and, optionally, one or more instances of the Model 6204 Station Unit.

This architecture allows for easy integration to CAD and radio dispatch consoles. If CAD is present, it can serve as the primary user interface by communicating to the IP FSA Server. To do so, it uses either the existing Model 26 CAD interface protocol or XML protocol.

Once the user inputs are received, the IP FSA Server then manages the communications between the individual fire stations to ensure that messages are successfully sent and received.

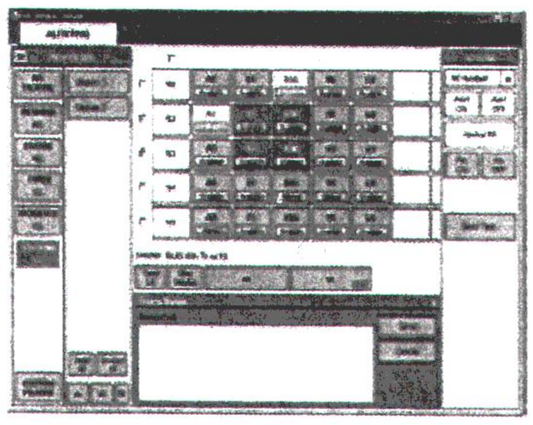
The IP FSA Server includes circuit monitoring for integrity with indications of failure. This makes it NFPA 1221 compliant. The IP FSA Server can notify and be acknowledged by up to 255 IP station units almost simultaneously. The IP FSA Server then waits for the "OK to Talk" message from the IP Station Unit. This message is presented to the dispatcher when the alert tones at the station are complete.

Depending on the system setup, the dispatcher is then able to announce the incident by using either VoIP or the radio channel. Because the dispatch interface is either CAD or the IP FSA Console, there is no need for additional hardware at the position.



The dispatcher can control the IP Station Unit for station alerting or individual apparatus alerts. The IP Station Unit activates the station PA and initiates an incident tone that can be programmed with seven different tones and various ramp-up rates. It can also control relays that turn on lights, open doors, turn galley ranges off, or perform other actions for zoned alerting. IP FSA then displays the status of the apparatus on the dispatcher screen or the CAD screen, and on the IP Station Unit. The station unit can also receive inputs for acknowledgements or emergency conditions for indication on the CAD or console screen.

IP FSA CONSOLE



The IP FSA Console is a client application that resides at each dispatch position. It can be used either as a CAD backup or as the primary dispatch interface.

The IP FSA Console is designed to be highly functional and easy to use. The stations (or stations plus apparatus) are displayed prominently in the center of the screen.

Each button provides the current status of the item it represents, including communications link failure. To initiate an action, the dispatcher simply selects the appropriate buttons, then selects the appropriate action, such as: ALERT ON/OFF, PA ON/OFF, STATUS CHANGE, RELAY CONTROL, or SEND TEXT.

In larger systems, the entire list of stations might not fit on a screen. For these systems, filter buttons can be used to reduce the number of stations or stations plus apparatus that appear.

The Select All Stations and Unselect All buttons can also be useful for larger systems. The Select All Stations button allows a one-click selection for an all-station PA announcement. The Unselect All button allows the dispatcher to clear all button selections with a single action. This eliminates the need to scroll through the entire list to confirm that each button has been unselected.

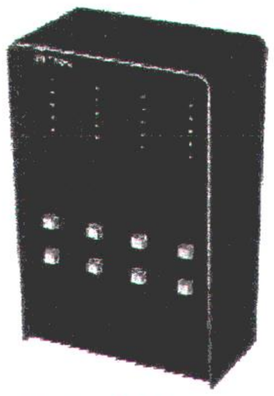
Dispatchers can use a textbox to send incident information to individual or groups of stations. They can also use the textbox to input unique text that is to be printed out at designated stations.

The IP FSA Console includes a window that gives dispatchers control over station relays. This allows dispatchers to inspect and activate relays independent of the normally programmed functions.

IP STATION UNIT

There are two station units: the Model 6203 IP Station Unit, and an optional Model 6204 IP Station Unit.

The Model 6203 is installed at each station and supports one station and three apparatus.



Model 6203 IP Station Unit

The Model 6204 is an expansion that can be used to support four apparatus in addition to the three supported by the Model 6203. Multiple Model 6204 IP Station Units can be added to the system. With each addition of a Model 6204, four more apparatus can be added to a fire station.

Both the Model 6203 and the Model 6204 continuously communicate with the IP FSA Server when not alerting. They do this by sending polling messages or administrative controls.

During the alert sequence, the IP Station Unit automatically responds to the IP FSA Server by acknowledging its receipt of the alert command. It then initiates the actions for which it has been programmed.

Typically, the IP Station Unit connects to the station PA and plays the tone associated with the apparatus or station that is under alert. The IP Station Unit can also activate any of the relays for zoned alerting or other functions within the station. Each station unit includes four relays and four opto-isolated inputs for status monitoring.

The IP Station Unit keeps the PA open for dispatcher announcements and shuts the PA down after a configurable period of no audio. Visual indicators on the IP Station Unit display the status of the station or apparatus. Buttons allow station personnel to change the status manually. The station unit includes a printer port for "rip and run" incident information.

An optional handset is available for conducting station communications back to dispatchers at the communications center. This half-duplex, talk-back feature is useful for administrative conversations.

COMMUNICATIONS

Zetron's IP Fire Station Alerting system sends all data messages over TCP/IP. The data can easily be supported by a simple IP network. Dispatcher voice announcements can be sent via UDP/IP if a suitably configured network is used, or over the radio channel the dispatcher uses for mobile communications. The voice communication path is a configuration choice that is specified during system set-up.

SPECIFICATIONS

CONTROLS

Eight push buttons to change and acknowledge status–two for each apparatus.

INDICATORS

30 LEDs, including:
Seven LEDs per apparatus for status.
Two LEDs to indicate transmit and PA activity.

EXTERNAL INPUTS

Four opto-isolated inputs for monitoring status.

Inputs may be configured to detect contact closure or voltage level.

CONTROL RELAYS

Four undedicated, independently controlled DPDT relays.

Contacts rated at:

30 VDC 2A (resistive)
110 VDC .6A (resistive)
120 VAC .5A (resistive)

DATA

10/100BaseT
TCP/IP

Bandwidth	1 Kbps
Real Time Delay	< 2000mS
Jitter	< 2000mS
Packet Loss	N/A

VOICE OVER IP

10/100BaseT
UDP/IP & TCP/IP

Bandwidth	8 Kbps per subnet
Real Time Delay	< 250mS
Jitter	< 225mS
Packet Loss	< 2%

VOICE OVER RADIO

10K ohm or 600 ohm balanced, DC blocking audio input, -40dBm sensitivity

PA INTERFACE

600 ohm balanced audio output at –45 to 0 dBm.
DPDT audio switching relay, DPDT PTT relay

PRINTER INTERFACE

DB-9 female wired as DCE, RS-232 9600 baud, abbreviated ASCII text.

COMPUTER OS

Windows XP Professional

POWER REQUIREMENTS

120 VAC (+/- 10%), 50/60 Hz power supply included.

Unit may also be powered by external 12 to 15 VDC (unregulated) power supply, 1.5A maximum current.

OPERATING TEMPERATURE

0- to +65 degrees Celsius

FCC COMPLIANCE

Complies with Part 15 of FCC rules

HANDSET/HOOK SWITCH

Half duplex

IP FSA SYSTEM ARCHITECTURE

The IP Fire Station Alerting system consists of a single, central server with one or more client dispatcher consoles and one or more VoIP gateways. The VoIP gateways can run on either the server or a remote computer.

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See Zetron price list for option pricing. Specifications subject to change without notice 005-1361E July 2007

Zetron Design Questions

Jan. 26, 2010

IP FSA Questions

Physical System

1) The number of fire stations in your department.
2) By station, rolling stock count for CAD Control.
3) By station, physical circuits to be controlled (list them).
4) By station, rip and run printing?
5) Does the rolling stock have MDT?
6) For all Cities with their own dispatch- How many Dispatch positions will have Zetron loaded on them? (Recommended minimum is 2)

IP System

1) Is the IP system private and secure?
2) Can the IP FSA system be given a dedicated B/W or pipe?
3) IP connectivity to all stations?

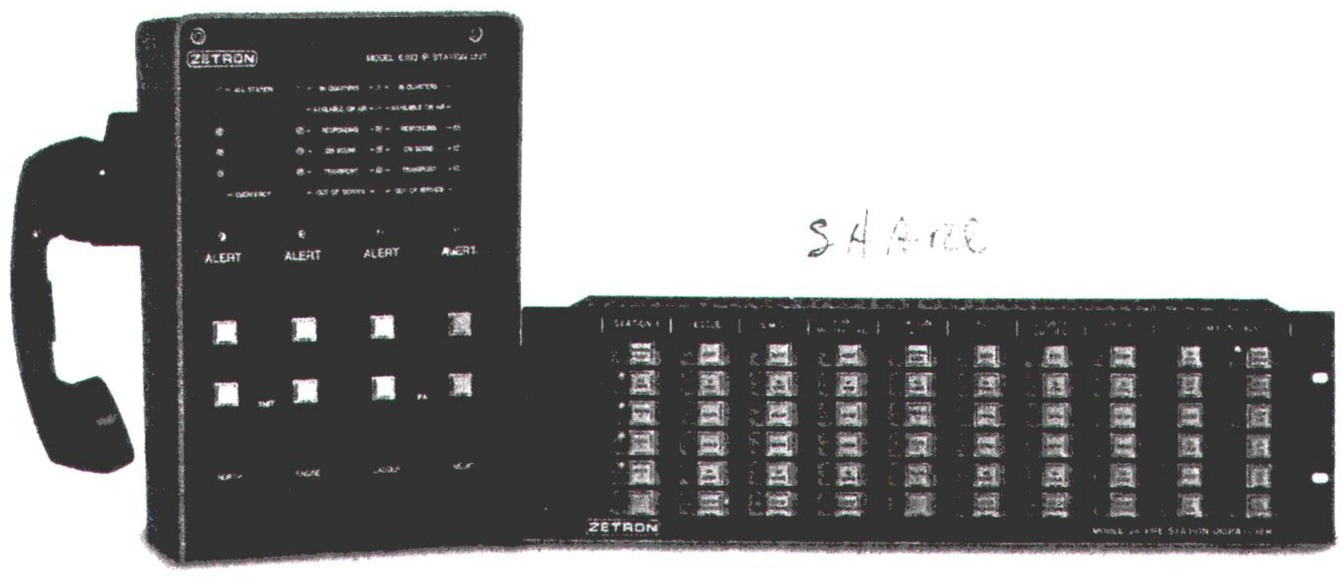
CAD System

1) Manufacturer of the CAD system.
2) Does CAD recommend specific rolling stock for each call?
3) Is the CAD system now hooked to a Zetron M6/26 system in your area?
4) Contact name and phone for CAD.

Design Issues

1) VOIP voice or radio voice from dispatch to stations?
2) Station vintage how old are your station(s)?
3) Do you know of any design challenges for running wiring, phone lines, or any unusual variations?

MODEL 26 FIRE STATION ALERTING SYSTEM



Model 6203 Model 26

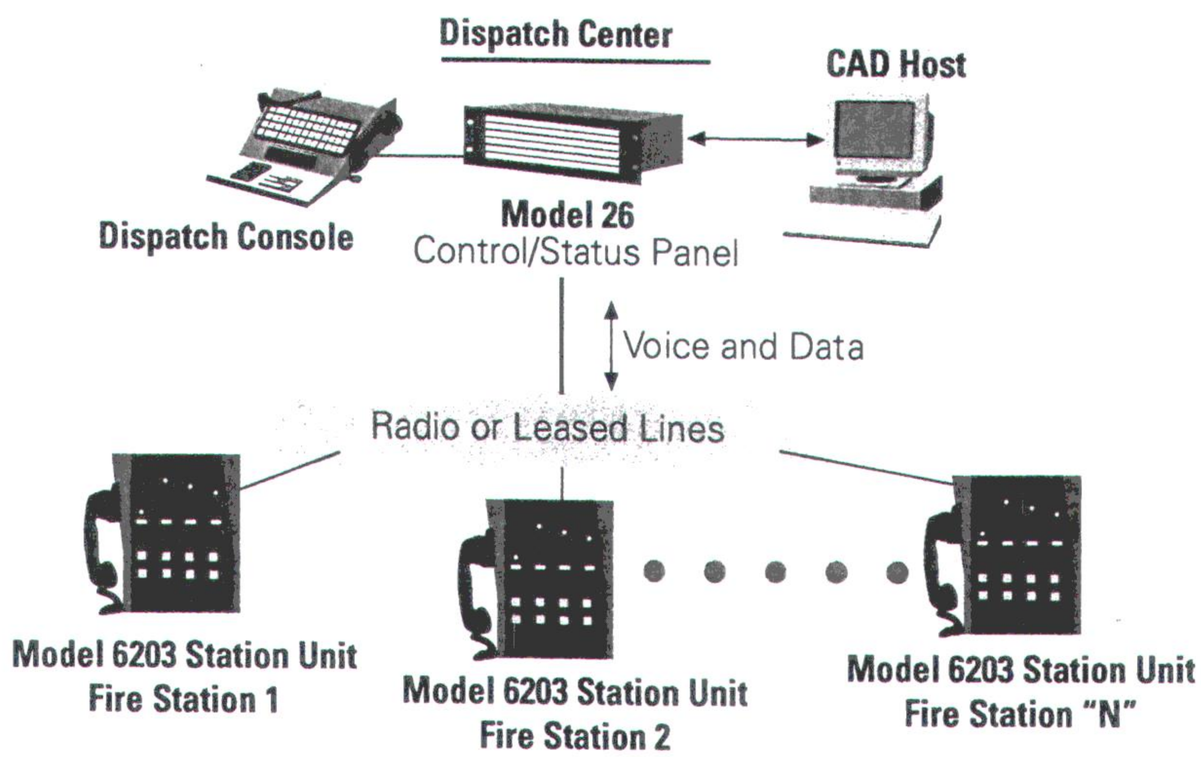
SYSTEM OVERVIEW

Zetron's Model 26 Fire Station Alerting System is comprised of two main components: the Model 6203 Fire Station Unit and the Model 26 Status/Control Panel. The Model 6203 resides in the fire station and provides an audio interface to the station's PA system, a data interface to the station printer, and visual status indicators. The Model 26 resides in the dispatch center and provides buttons for dispatching, indicators to present status, and a computer interface for automated dispatching.

This system offers a degree of speed, reliability, and efficiency not found in other fire dispatch equipment. At the dispatch center, alerts are initiated with a single key press on the Model 26 or via command from a CAD host. The resultant data packet signaling the alert is transmitted to the designated fire station Model 6203 in less than 1/10 of a second–upon receipt, the alert is automatically acknowledged. In the unlikely event that the alert is not received on the first transmission, the Model 26 immediately resends the alert up to four times to ensure its successful receipt. In this manner, the Model 26 is fully compliant with the requirements of NFPA 1221 for "Acknowledging Receipt of Dispatched Alarms".

When the alert packet is received, the Model 6203 connects itself to the fire station's public address system and initiates a "tone-out" using an internal tone-generator. The tone-out starts out at a low level

System Overview



- Rapid alerting with positive acknowledgement
- Tone alert, voice dispatch, and 2-way communications
- Compatible with radio or leased lines
- Supervises communications circuit integrity
- Aids compliance with NFPA 1221

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MISSION-CRITICAL COMMUNICATION SYSTEMS

and steadily becomes louder over a user defined period of time - this feature allows fire fighters to be awakened without unnecessarily startling them during night alerts. At the same time, control relays in the Model 6203 turn on the fire station lights, secure the galley range, raise the bay doors, or perform other actions that will reduce response time.

Following tone-out, the Model 6203 signals the dispatch center that the station PA is ready for voice dispatch. The Model 26 suspends data transmission, making the communications media available for voice transmissions. Typically, the Model 26 is connected in parallel with the dispatcher's console such that fire dispatch appears as a channel on that console. The dispatcher presses the PTT and announces the dispatch using the console microphone. In the absence of a dispatch console, audio can be input to the Model 26 directly from a handset or user-provided microphone.

Besides automatic acknowledgments, the Model 6203 provides a variety of ways for fire fighters to notify the dispatch center that they are responding to the alert. This notification is time stamped and printed out or, more commonly, sent to CAD. By automating the logging process, there is little question as to the precise time of first unit response.

When the Model 6203 signals that a unit is responding, that unit's updated status is displayed on both that station's Model 6203 and the dispatch center's Model 26. Subsequent changes in status (e.g. first unit on scene) are manually input by the dispatcher based upon radio reports received from the apparatus. All status changes received by or input to the Model 26 are forwarded to CAD, if connected.

When the Model 26 isn't sending alerts or status updates, it performs background polling to ensure the integrity of the communications medium and the Model 6203 station unit. This polling meets the requirements of NFPA 1221 for "Supervision of Dispatch Circuits".

MODEL 26 FEATURES

The Model 26 is available in two configurations: a primary Status/Control Panel, and an Auxiliary Status Panel. The Status/Control panel features 60 buttons for alerting stations or individual apparatus within a station. Two LED indicators associated with each button present the status of the stations and their apparatus. Each button is factory programmable, thus users can specify a custom layout that best meets their application needs. In the event that more than 60 buttons are required, up to three Auxiliary Status Panels can be added for a total of 240 buttons at an operator position. Multiple Status/Control and Auxiliary Panels may be "daisy-chained" to provide up to 8 operator positions within the dispatch center.

Since the Model 26 keeps track of station/apparatus status with its microprocessor, it qualifies under NFPA 1221 as a Class 3 CAD system to serve as a back-up to the primary system.

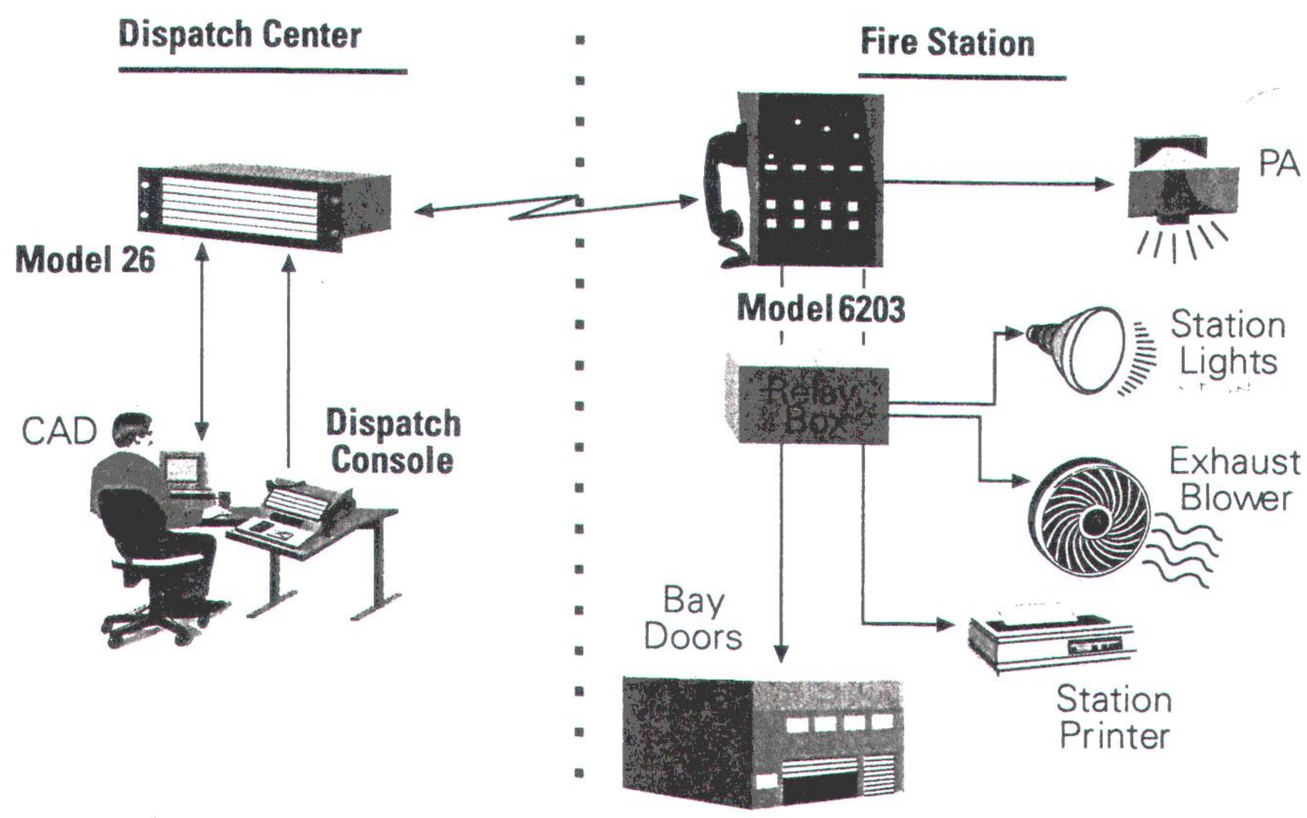
Internal to the Status/Control Panel is a 1200 baud FSK modem which allows data packets to be sent over a variety of analog communications media including leased telephone lines (2/4 wire) or radio. Since the amount of information contained within each packet is small, the 1200 baud data rate provides a good balance between speed and reliability.

A serial data port on the rear apron of the Model 26 supports connection to a logging printer or a CAD interface. This allows an external CAD host to effectively "press buttons" on the front panel of the Model 26 and receive status updates on stations and apparatus. The control protocol is available from Zetron upon request, and a number of major CAD suppliers have already implemented it in their software products.

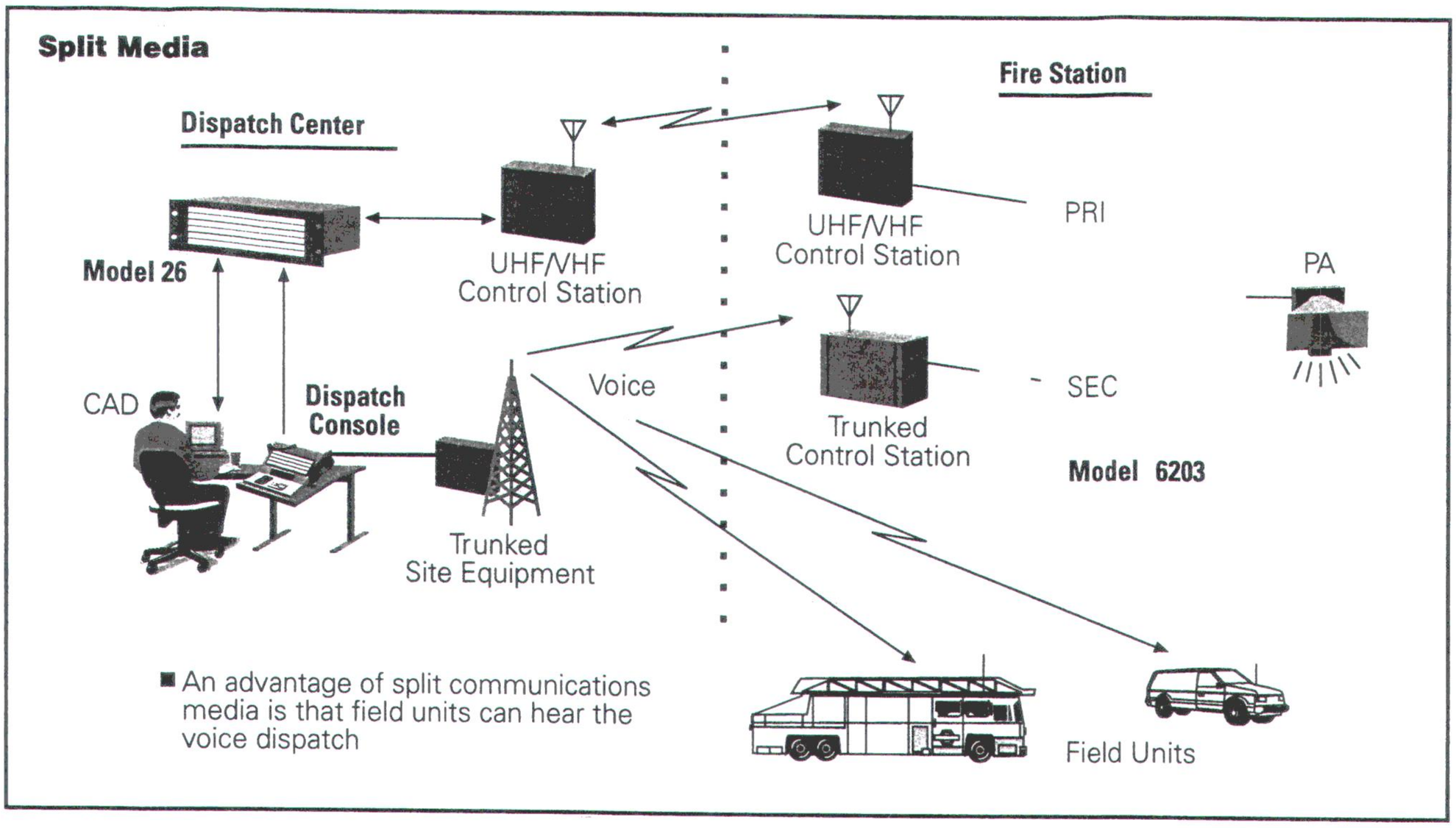
MODEL 6203 FEATURES

One or two Model 6203's are installed at each fire station and perform the communications, alerting, and control functions described above. A Model 6203 can

Typical Alert Sequence



- Dispatcher initiates alert for one or more units via CAD or M26 keys
- M26 sends alert to M6203 at addressed station
- M6203 acknowledges alert, activates PA, and begins unique tone-out fordis-patched unit – stationlights and blower are activated and door(s) opened
- CAD initiates text transmis-sion to stationprinter for "rip and run"
- Upon completion of tone-out, voice dispatch is sent
- Firefighters explicitly acknowledge alert with M6203 front panel controls or remote switch



■ An advantage of split communications media is that field units can hear the voice dispatch

support one station and three apparatus. If the station has more than 3 apparatus, a secondary station unit extends the capacity to a total of 7.

The Model 6203 front panel is arranged in four columns of LEDs and buttons. The LEDs indicate alert, station, and apparatus status, while the buttons are used to acknowledge alerts or change status. Acknowledgment can be accomplished locally by pressing a button, or remotely with a switch connected to one of the Model 6203's sense inputs. These inputs may be connected to external switches, to a photo cell sensor, or even a fire/intrusion alarm. The specific response (e.g. acknowledge alert, send alarm, etc.) to a sense input is defined by the Model 6203's programming, and may readily be changed in the field with a PC.

A primary audio port is provided for interface with a radio or leased telephone line - this port can accept both data packets and voice. An auxiliary "voice only" audio port is provided for those users who wish to use separate communications media for voice and data. For sending alert tones or voice to the station Public Address System, an audio output port with two PA control relays is provided. Seven distinct user-selectable alert tones are available. These are typically assigned so that each apparatus has a unique tone. This feature allows fire station personnel to determine the nature of the alert even before the voice dispatch.

The Model 6203 has the ability to switch between Day and Night modes. In Day mode all stations hear every alert sent by dispatch over the PA system. In Night mode, a station only hears calls for apparatus at their station.

If the companion Model 26 is interfaced with CAD, the Model 6203's RS-232 serial port may be used with a printer for "rip and run" printed dispatches.

Each Model 6203 comes standard with 4 DPDT relays capable of switching 125 VAC at up to 2 amps. These relays are provided for the control of external fire station electrical equipment such as house lights, exhaust blowers, bay doors, and traffic lights. The functionality of these relays is field programmable.

An optional Expanded Relay Unit adds 6 relays that are under Dispatch control.

When the Model 6203 is operating in Night mode, an optional handset is available to provide half-duplex communications with the dispatch center. The handset can also be used to make announcements over the station PA. In Day mode, the handset is offline.

COMMUNICATIONS CIRCUITS

Virtually any voice-grade communications circuit can be used to connect the Model 26 at the dispatch center with the fire station Model 6203's provided that all Model 6203's on the network can "hear" the other fire stations. Due to the Model 26's periodic polling, Zetron recommends dedicating the circuit to fire alerting only and not attempt to share it with other voice users.

The most commonly used circuits for the Model 26 system are conventional VHF/UHF radio and leased 2-wire or 4-wire lines. In the latter case, the telco can provide bridging and line equalization at the central office. A number of systems have been successfully implemented with 800 MHz trunked radios. In general, for larger installations (> 30 stations) leased lines are the preferred medium.

By using the Model 6203's Auxiliary Audio port, separate communications media may be used for voice and data. A common application of split media involves the use of wireline or VHF radio for data while the voice dispatch is sent over an 800 MHz trunked channel. In this manner, mobile units in the field can always hear the voice part of the dispatch.

SPECIFICATIONS

MODEL 6203 SPECIFICATIONS

Controls	Eight push-buttons: two for each vehicle to change and acknowledge vehicle status
Indicators	Thirty Light Emitting Diodes: (7 LEDs/ vehicle display status and 2 LEDs to indicate "transmit" and "PA" activity.
External Inputs	Four opto-isolated inputs for status monitoring. Inputs may be configured to detect contact closure or voltage level
Control Relays	Four undedicated, independently controlled DPDT relays Contacts rated at: 2 A at 30 VDC .5 A at 120 VAC
Field Configuration	Using a terminal plugged into the Model 6203 the following parameters can be set: Communications mode; Key-up delay; Retry period; Enable/disable units for status display; Relay activation criteria; Relay reset criteria; Tones output by alert commands; Tone ramp-up time and duration; Polarity of external inputs Model 6203 address set by DIP switches Other functions set by jumpers
Data Signaling	1200 baud FSK. Protocol includes automatic acknowledgment of each transmission and automatic retries after time-out
Receiver Interface	10K ohm or 600 ohm balanced, DC blocking audio input, -40 dBm sensitivity, COR input or internal VOX detection
Transmitter Interface	600 ohm balanced audio output at -45 to 0 dBm
PA Interface	600 ohm balanced audio output at -45 to 0 dBm. DPDT audio switching relay, DPDT PTT relay
Power Requirements	120 VAC (+/- 10%), 50/60Hz power supply included. Unit may also be powered by external 12 to 15 VDC (unregulated) power supply, 1.5A maximum current
Operating Temperature	0 to +65 degrees Celsius
Size	13"H x 9"W x 4.5"D (W = 13" with handset)
Weight	8 lb.
FCC Compliance	Complies with Part 15 of FCC rules
Handset/Hookswitch:	Supports half-duplex use of communications channel for "talk-back" from station to dispatch center Also supports local PA announcements

COMMUNICATIONS CIRCUIT SPECIFICATIONS

Communications Media	VHF/ UHF/ 800 MHz/ 900 MHz radios (local control only – requires separate tone panel for tone remote operation) Leased telephone lines

MODEL 26 SPECIFICATIONS

Switches	60 momentary, high-reliability push-button switches per panel
Indicators	One red and one green LED indicator for each switch. Switch indicators display vehicle and station status
Expansion	Up to three expansion panels may be attached to Model 26 status/control panels, each providing an additional 60 keys and LED pairs Up to eight Model 26 status/control panels can be connected together to allow dispatching from several dispatch positions
Printer/CAD Port	Serial (RS-232) port allows interfacing to a CAD system (9600 baud) or a logging printer
Configuration	Button functionality and number of stations – factory programmable to customer specifications Model 26 address set by DIP switches (field) Other functions set by jumpers (field)
Data Signaling	1200 baud FSK includes automatic acknowledgment of each transmission and automatic retries after time-out
Receiver Interface	10K or 600 Ohm balanced, DC blocking audio, -40dBm sensitivity, COR input or internal VOX detection
Transmitter Interface	600 Ohm balanced audio output at -45 to 0 dBm
Power Requirements	12 to 14 VDC, 3.5 A maximum current requirement, .75 A typical, 120 VAC power supply optional
Operating Temperature	0 to +65 degrees Celsius

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See Zetron price list for option pricing. Specifications subject to change without notice

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MISSION-CRITICAL COMMUNICATION SYSTEMS

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005-0341M November 2009

Agenda Item 4

CITY COUNCIL AGENDA

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

For Council Meeting:
February 16, 2010

Petitioner _____

SUBJECT: **Storm Water Violation Enforcement**

ACTION TO BE CONSIDERED:

Give general direction to City staff as to whether or not what is proposed by Ken Klinker is acceptable to the Governing Body.

GENERAL INFORMATION:

See enclosed Memo from Ken Klinker.

for contain

1st offense 1. Stop work order - $100/day
2. Take entire bond $1000/address
3. new bond $~~1~~,000
4. ~~up two thousand~~ each time

$100/day

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

February 1, 2010

TO: Farmington City Mayor and Council
FROM: Ken Klinker, Storm Water Official

RE: Storm Water Enforcement Policy

A few months ago the City adopted a Storm Water Enforcement Policy which authorized the Storm Water Official to issue Notices of Violation (NOVs) for violations of the Storm Water Ordinance. If the violations were not cleaned up within 24 hours, the penalty would escalate to a Stop Work Notice with an associated fine and reinstatement fee.

The NOV has been effective for getting violations cleaned up when they were noticed because the violator wants to avoid the fine. However, it has not been effective in reducing violations, stopping repeat offenders or stopping flagrant violations. I feel this is because the builders know they have a warning to clean things up before it costs them anything, so they let the violation go as long as they can, then clean it up when they get an NOV.

Here are a couple examples of violations that have occurred with no consequence other than having to clean up (which is almost impossible to do completely when the mess is this bad.)

CAT
CAT

I would like to modify the enforcement policy to address this issue as follows:

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 to ensure compliance with the provisions of the City's Storm Water Ordinance. 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.

Deleted: and make sure there are no violations present before it is identified by City employees

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 (NOV) 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). In cases where a builder/developer has repeated violations, flagrant violations, when there is actual contamination of the City's storm water system occurring, or when otherwise determined appropriate and necessary by the Storm Water Official, the NOV requirement may be waived and a Stop Work Notice may be issued immediately.
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

Deleted: or

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.

Agenda Item 5

CITY COUNCIL AGENDA

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

For Council Meeting:
February 16, 2010

Petitioner _____

SUBJECT: Minute Motion Approving Summary Action List

5-1. Ratification of Construction & Storm Water Bond Agreements previously signed by Mayor Harbertson. (See attached Bond Logs.)

5-2. Authorization to "write off" $969.04 in ambulance service charges as recommended by Chief Gregory and Iris Medical. (See attached.)

5-3 Authorization to replace fire alarm panel at Community Center at a cost of $6,665 to be taken from City Council contingency account. (See enclosed proposal.) This is recommended as a risk management step. The old system is non-functioning. The requirement when the building was constructed was to keep the alarm system in tact and functioning.

5-4. Approval of Change Order #3 for City Hall project. See enclosed AIA document G701. Please note the changes on the back page. The City's contingency fund is being reduced by $13,203. The contingency fund now will remain at $202,523.

8,000 -9,000

5-5. Approval of ancillary contracts for City Hall with General Communications in amount of $105,572 for audio visual systems; Alpha Corp for access control in the amount of $10,839.42; and 3C Business Solutions for low voltage cabling - $43,898.26. (See enclosed contracts.)

5-6. Ratify Mayor and City Manager's approval for fencing credit against Station Parkway Road expansion.

Subject to Release & Indemn. from
+ add City as additional insured - Certificate
hold City harmless
see V Jensen

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
02/05	Richmond	9284	1.432426	$500.00
02/01	DR Horton	9291	1.431919	$500.00
02/03	Richmond	9295	1.432148	$500.00
01/29	Richmond	9296	1.431890	$500.00
01/29	Richmond	9297	1.431902	$500.00
02/04	DR Horton	9299	1.432199	$500.00
02/08	DR Horton	9300	1.432441	$500.00
02/03	Christensen	9302	1.432145	Not Reqd.
02/03	Garbett	9303	1.432146	$500.00
02/03	Merchant	9305	1.432149	Not Reqd.
02/04	DR Horton	9306	1.432198	$500.00
02/04	DR Horton	9307	1.432197	$500.00
02/04	DR Horton	9308	1.432196	$500.00
02/04	Woodside	9309	1.432193	$500.00
01/29	Woodside	9310	1.431819	$500.00
01/25	Symphony	9311	1.431538	$500.00
02/04	Green	9312	1.432195	Not Reqd.
02/05	Winegar	9313	1.432432	Not Reqd.
02/09	Symphony	9317	1.432669	$500.00
02/10	Richmond	9318	1.432824	$500.00
02/10	Jeppson	9321	1.432823	Not Reqd.
02/11	Bangerter	9322	1.432937	Not Reqd.

STORM WATER BOND LOG

DATE	NAME	PERMIT	RECEIPT	AMOUNT
02/05	Richmond	9284	1.432426	$1,000.00
02/01	DR Horton	9291	1.431919	$1,000.00
02/03	Richmond	9295	1.432148	$1,000.00
01/29	Richmond	9296	1.431890	$1,000.00
01/29	Richmond	9297	1.431902	$1,000.00
02/04	DR Horton	9299	1.432199	$1,000.00
02/08	DR Horton	9300	1.432441	$1,000.00
02/03	Garbett	9303	1.432146	$1,000.00
02/04	DR Horton	9306	1.432198	$1,000.00
02/04	DR Horton	9307	1.432197	$1,000.00
02/04	DR Horton	9308	1.432196	$1,000.00
02/04	Woodside	9309	1.432193	$1,000.00
01/29	Woodside	9310	1.431819	$1,000.00
01/25	Symphony	9311	1.431538	$1,000.00
02/09	Symphony	9317	1.432669	$1,000.00
02/10	Richmond	9318	1.432824	$1,000.00

MEMORANDUM

TO: Max Forbush, City Manager
FROM: Chief Gregory
DATE: February 10, 2010
SUBJECT: EMS billing write off

Consensus from Farmington Fire Department and Iris Medical it to write off the amount $969.04. We believe we won't get anything.

January 13, 2010

EMS Director
Farmington Fire/Ambulance
P.O. Box 160
Farmington, Utah 84025

Dear EMS Director,

I am writing in regard to reference #090812170100 for $969.04. The date of service was 8-12-09.
I am requesting that this service be written off due to extreme hardship and extenuating circumstances.

My daughter, Mckaiya was at Lagoon. She fell and hit her head on the cement at Lagoon-a-beach. I informed the EMT's at the time that I did not have medical insurance for my daughter and that my husband was out of work. I asked them if I could transport her.

I was advised to apply for Medicaid in Idaho when I returned home which I did do. Idaho Medicaid denied the ambulance claim because Farmington City is not a contracted provider. Idaho Medicaid advised me to petition Farmington City to become a provider, so the claim might be covered. I was informed by someone at the billing office for Farmington City Ambulance that they would not become a provider because there are not enough claims from Idaho.

At the time of the accident my husband had been out of full-time work for nine months, our home had flooded three times in the four months preceding the accident. Two of these floods were not covered by insurance. In addition, we have had to pay thousands of dollars in repairs, still have thousands of dollars of repairs to do, our home being threatened with foreclosure because we got behind when our septic system failed and my husband lost his job, and my husband still at this time has only been able to find part-time work.

To add to our stress, I have a disability which causes extreme fatigue and pain limiting my ability to work though I do receive social security.

Davis Hospital accepted financial consideration forms and qualified us for a write-off before Medicaid paid the medical bills. I feel like I did everything I could and was asked to do considering the circumstances many of which are out of my control.

I would ask that you consider these circumstances and the hardship we continue to endure and write off the balance for this service as we don't have the funds to pay for it.

Thank You

Tamra Young

o/o

Tamra Young
2780 Teeples Dr
Blackfoot ID 83221

CERTIFIED MAIL™

7008 2810 0001 8673 9187

UNITED STATES POSTAL SERVICE

1000

84025

U.S. POSTAGE
PAID
BLACKFOOT, ID
83221
FEB 05, '10
AMOUNT
$5.54
00018730-10

Farmington Firel Ambulance
Atten: EMS Director
P.O. Box 1160
Farmington Ut 84025

1st NOTICE 2-8-10
2nd NOTICE
RETURNED

FIRETROL
Protection Systems

FAX COVER SHEET

Date: 3 Feb 2010
Attn: *Neil Miller*
Company: *Farmington City*
Fax #: (801) 451-7063
From: *Robin D. Phillips*
# of Pages: *6* **including cover page**
RE: *Replace Fire Alarm Panel*

Neil,

I am sending you attached the proposal to replace the fire alarm system. This system was discontinued by the manufacturer. Replacement parts are no longer available for this system. The factory recommends replacing this system with an E3 system manufactured by Gamewell to replace the IF-610 system you had in your location.

Please call me if you have any questions. I can be reached at (801)485-6900.

Robin D. Phillips
Fire Systems Manager

3696 West 900 South, Suite A Salt Lake City, Utah 84104 Phone (801) 485-6900 Fax (801) 485-6902
www.firetrol.net
FIRE PROTECTION AND LIFE SAFETY SPECIALISTS

Gamewell FCI FIRE CONTROL INSTRUMENTS by Honeywell

Marketing Update

Date: April 27, 2007 No. M07.6

To: All Legacy Gamewell Product Distributors

Product Retirement Notice

Retirement notice for Gamewell-FCI UL864 8th edition product!

For the past several years, Gamewell-FCI has been preparing for the implementation of UL 864 9th Edition, which takes effect on June 30, 2007. After June 30th, Gamewell-FCI will not be permitted to manufacture any UL 864 8th Edition listed product except for repair boards. Remaining 8th Edition products presently offered for sale by Gamewell-FCI will be discontinued. This includes IF610, IF632, IF654, IF658 and related Gamewell Voice Part numbers (see attached Table 1 and Table 2 for complete list). Gamewell-FCI intends to support 8th Edition products beyond the warranty period with repair service and replacement boards or refurbished parts for as long as components are available or until costs become prohibitive.

In order to ease the 8th to 9th Edition transition, the last order date for all 8th Edition listed product shown in the table is June 1, 2007. We will be fulfilling orders on an as-received basis for immediate delivery. All orders placed are expected to ship before August 1, 2007 and all reasonable efforts will be made to fulfill these orders.

Gamewell-FCI has invested significant resources to develop a product line that is listed and compliant with UL 864 9th Edition. As a result, Gamewell-FCI was one of the first in the fire alarm industry to list our E3 Series™ product line under the new 9th Edition requirements. Furthermore, IF602 model products are in the process of being upgraded to UL 9th and will continue into the future. Any projects already quoted should be ordered and delivered as soon as possible, or you may consider re-submitting as E3 Series™ product. We at Gamewell-FCI appreciate your cooperation during this change and value your continued support of Gamewell-FCI.

Any detailed technical questions about product substitutions can be directed to Gamewell-FCI Technical Services. Please contact your Regional Sales Manager or Gamewell-FCI Customer Service Representative if you have any questions regarding this notice. Thank you for your business and continued support!

Please note: This Marketing Update was sent out previously on 4/27/07 via email. If you did not receive the email, please send email corrections to Francine.McCarthy@Honeywell.com

Sincerely,

William Witecki
Product Manager
Gamewell-FCI

Enc.

Gamewell-FCI
by Honeywell

PRODUCT RETIREMENT LIST
TABLE 1: 600 Series Controls

Effective April 27, 2007

*** * * LAST ORDER DATE FOR PART NUMBERS LISTED BELOW: June 1, 2007 * * ***

*** * * FINAL DELIVERY DATE FOR PART NUMBERS LISTED BELOW: August 1, 2007* * ***

Notes:
1. For easy comparison, part numbers in affected product categories are presented in same order as found in Price List.
2. These parts are manufactured and listed to comply with 8th Edition of UL Standard 864.
3. After LAST ORDER DATE, the part becomes either "Discontinued" and unavailable, available only as a "Replacement" part or remains "Active" and available at current published pricing until further notice.
4. Replacement parts may be re-labeled stating they are suitable for use as an 8th edition replacement part ONLY.
5. Part numbers, models, product structure and availability of replacement parts are subject to change.

Addressable

PART NO.	DESCRIPTION	STATUS AFTER LAST ORDER DATE	SUGGESTED SUBSTITUTE PRODUCT
	600 Series Addressable Systems and Network		
	IF610 Series 600 Control Panels & Accessories		
CAB610	Cabinet and door only - no chassis allowing for advance installation of back box 22"H x 14"W x 5.5"D housing	Discontinued	E3 Series
CAB610-XL	Cabinet and door only - no chassis allowing for advance installation of back box; 30"H x 22"W x 5.5"D housing	Discontinued	E3 Series
CAB-VE	Cabinet and door only - allowing for advance installation of back box 30"H x 22"W x 5.5"D housing	Discontinued	E3 Series
IF610-126	126 points; 1 Loop, XP95 protocol; 22"H x 14"W x 5.5"D housing	Discontinued	E3 Series
IF610-126VE	126 points; 1 Loop; REQUIRES Voice EVAC Option	Discontinued	E3 Series
IF610-126XL	126 points; 1 Loop, XP95 Protocol; 30"H x 22"W x 5.5"D housing	Discontinued	E3 Series
IF610-252	252 points; 2 Loops, XP95 protocol; 22"H x 14"W x 5.5"D housing	Discontinued	E3 Series
IF610-252VE	252 points; 2 Loops; REQUIRES Voice EVAC Option	Discontinued	E3 Series
IF610-252XL	252 points; 2 Loops, XP95 Protocol; 30"H x 22"W x 5.5"D housing	Discontinued	E3 Series
IF610-504	504 points; 4 Loops, XP95 protocol; 22"H x 14"W x 5.5"D housing	Discontinued	E3 Series
IF610-504VE	504 points; 4 Loops; REQUIRES Voice EVAC Option	Discontinued	E3 Series
IF610-504XL	504 points; 4 Loops, XP95 Protocol; 30"H x 22"W x 5.5"D housing	Discontinued	E3 Series
IF610SS-396	396 points; 2 Loops, (99 detectors, 99 modules per loop), SmartScan protocol; 22"H x 14"W x 5.5"D housing	Discontinued	E3 Series
IF610SS-396VE	396 points; 2 Loops; SmartScan protocol, REQUIRES Voice EVAC Option (See VE part number options)	Discontinued	E3 Series
IF610SS-396XL	396 points; 2 Loop, SmartScan; 30"H x 22"W x 5.5"D housing	Discontinued	E3 Series
IF610SS-792	792 points; 4 Loops, (99 detectors, 99 modules per loop), SmartScan protocol; 22"H x 14"W x 5.5"D housing	Discontinued	E3 Series
IF610SS-792VE	792 points; 4 Loops, SmartScan protocol, REQUIRES Voice EVAC Option (See VE part number options)	Discontinued	E3 Series
IF610SS-792XL	792 points; 4 Loop, SmartScan; 30"H x 22"W x 5.5"D housing	Discontinued	E3 Series
GWUDACT	New Universal Digital Alarm Communicator for all Series 600 panels. With expanded reporting formats and integrated user interface	Active	–
SSM610-2	2 Loop Analog Module PC Board , SmartScan protocol	Replacement	--
SSM610-4	4 Loop Analog Module PC Board, SmartScan protocol	Replacement	--
AAM610-252	Analog Addressable PC Board 252 points 2 loops; Upgrades the IF610-126 to IF610-252	Replacement	--
AAM610-504	Analog Addressable PC Board 504 points 4 loops; Upgrades the IF610-126 or -252 to an IF610-504	Replacement	--
IF632	Base Analog Addressable System; 2 Bay Cabinet	Discontinued	E3 Series
IF654	Base Analog System, max 3,168 points, 4 Module Bays, includes glass door	Discontinued	E3 Series
IF658	Base Analog System, max 3,168 points, 8 Module Bays, includes glass door	Discontinued	E3 Series
AAM95-1	Analog Addressable Input Module; 1 Loop, 126 points; Interface to Series 95 Analog Addressable Devices.	Replacement	--
AAM95-1ND	AAM95-1 with no display (allows the addition of another display (i.e., BCD, RCD, SCD) in the same module bay)	Replacement	--

FIRETROL Protection Systems

QUOTE # RP 6231

Utah Contractor's License #84-243838-5501

2/3/2010

Neil Miller
Farmington City
P.O. Box 160
Farmington, Utah 84025
(801) 451-0953
(801) 451-7063

Project Name: Farmington Community Center
126 South Main Street, Farmington
FIRE ALARM REPLACEMENT
Section: 28 3111 **Addenda:** 1
Architect: JRCA Architects
Plans Dated: 9 Feb 2009

GAMEWELL ADDRESSABLE FIRE ALARM SYSTEM
(replacing the existing system)

Firetrol is pleased to submit our proposal to furnish, install and test new fire alarm system in existing building to replace an inoperable system. This installation is based on installation connecting to the existing devices. No specification was provided.

1) Complete fire alarm equipment package using equipment listed to meet UL 864 9th Edition standards.
2) Field installation connecting to existing devices assumed to be functional.
3) Includes installation during normal working hours
4) Field wiring and modifications to the control panel, actuation and notification systems.
5) Complete functional test and commissioning of the system including fire marshal testing.
6) Certification and testing of the system by Factory Authorized Service Technicians.
7) Three-year warranty on system parts furnished by Gamewell-FCI.
8) Including travel and freight to the jobsite.
9) **The system we are providing has capability to handle expansion at a later date.**
10) **Plan review and permit fees.**

This is a fixed price proposal and includes all required materials as per the attached detailed list. This proposal is valid for 30 days, provided the proposal is accepted within 10 days. This proposal is prepared on the assumption that we will be provided with AutoCAD drawings free of charge.

The following items are specifically excluded from our proposal.

1) **Patching and painting - This may be required at the panel and other locations.**
2) **120 V power will be required for this system**
3) **Two Phone lines will be required to be in place for UL Listed Central Station Monitoring.**
4) **Asbestos work - there is assumed to be no asbestos present.**
5) **Replacement of existing wiring or devices. These are assumed to be functional and code compliant.**

If you have any questions regarding our proposal, the equipment, or proposed services, please call me at (801)485-6900 or e-mail me at rphillips@firetrol.net

Robin D. Phillips

Robin D. Phillips
Fire Systems Manager

ACCEPTANCE OF PROPOSAL

The terms and prices in this proposal are accepted and you are authorized to proceed with this project.

By _____

Date _____

Factory Authorized Distributor

Technology and Tradition Gamewell FCI FIRE CONTROL INSTRUMENTS by Honeywell

TOTAL BID PRICE - $6,665.00
(including equipment, installation, freight & testing)

Firetrol Protection Systems, Inc.
3696 West 900 South, Suite A
Salt Lake City, Utah 84104
Phone (801) 485-6900
Fax (801) 485-6902
e-mail rphillips@firetrol.net

FIRETROL
Protection Systems

Neil Miller
Farmington City
P.O. Box 160
Farmington, Utah 84025
(801) 451-0953
(801) 451-7063

Sales Quotation

Project Name: Farmington Community Center
126 South Main Street, Farmington
FIRE ALARM REPLACEMENT

Quote Date 2/3/2010

Quote Good Thru: 3/5/2010

Quote Number RP-6231

Qty	Part #	Description	Price	Extend
		FIRE ALARM MATERIALS		
1	ILI-MB95-E3	Intelligent Loop Interface Board * Mother Board * Two Intelligent Device Loops * 40 character text per device * 4100 event history log * Class A or B wiring * UL Listed - 864 9th Edition		
1	PM-9	Power Supply Module * UL Listed - 864 9th Edition * 9 Amp, filtered, regulated * Integral Battery Charger		
1	LCD-E3	LCD Keypad Display - Main Display * UL Listed - 864 9th Edition * 80 Character Display of events * easy to read backlit display * contains operating switches		
1	DACT-E3	Digital Alarm Communicator * UL Listed - 864 9th Edition * transmits in all formats * verifies data to central station		
1	E3BB-BD	Enclosure/ Backbox * D Size * Black		
1	E3ID3-D	Inner Door Assembly * UL Listed - 864 9th Edition * Red * houses additional modules		
2	PRB-1218	Battery 12 V, 17 Amp Hour 14.8 lb		
		Subtotal		
		DESIGN & SUPPORT SERVICES		
1	SUBMITTAL	Submittal Data for Fire Marshal, Architect, or Engineer		

2/3/2010

Project Name: Farmington Community Center
126 South Main Street, Farmington
FIRE ALARM REPLACEMENT

Quote Number RP-6231

Qty	Part #	Description	Price	Extend
8	PANEL TERMINATE	Field Labor to Terminate Panel and Program System * includes labor to terminate wiring in panel * includes labor to terminate wiring in power supplies		
33	PROGRAM	Program & Test Labor * Labor to program panel & devices * Labor to test devices		
8	PROGRAM	Program & Test Labor * Labor to program panel & devices * Labor to test devices		
12	FIELD INSTALL	Field Labor to Install Complete System * Firetrol labor to install conduit, wire & boxes * Firetrol labor to remove existing system * replace existing control panel		
1	OPERATION	Operation and Maintenance Manuals * up to three (3) manuals provided		
1	WARRANTY3	Three-year Gamewell FCI Factory Warranty * three year warranty on parts manufactured by Gamewell-FCI * one year warranty on parts not manufactured by Gamewell-FCI * one year warranty on labor and workmanship		
1	MONITOR	24 hour U.L. Central Station Monitoring Service * One Year Service Included in Base Price		
1	FREIGHT	Normal UPS Freight (Ground) to jobsite		
1	PERMIT	Plan Review and Permit Fees charged by fire department		

Thank you for considering Firetrol . If you decide not to buy from us, I would appreciate your feedback so that I can serve you better in the future!

Sub-Total	$6,665.00
Tax	
Freight	included
Total	**$6,665.00**

Questions? Please call Robin D. Phillips
e-mail : rphillips@firetrol.net
phone: (801) 485-6900 ext 233

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
Farmington City Hall
166 S. Main Street
Farmington, Utah 84025

TO CONTRACTOR *(Name and address)*:
Hughes General Contractors, Inc.
900 North Redwood Road
P.O. Box 540700
North Salt lake, Utah 84054

CHANGE ORDER NUMBER: 003
DATE: February 10, 2010

ARCHITECT'S PROJECT NUMBER: 209044-1
CONTRACT DATE:
CONTRACT FOR: General Construction

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

See attached Summary sheet.

The original Contract Sum was	$ 3,586,526.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 3,586,526.00
The Contract Sum will be increased by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 3,586,526.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

EDA Architects, Inc.	Hughes General Contractors, Inc.	Farmington City Corporation
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
111 E. Broadway, Suite #200, Salt Lake City, Utah 84111	900 North Redwood Road, P.O. Box 540700, North Salt lake, Utah 84054	130 N. Main Street, P.O. Box 160, Farmington, Utah 84025
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Scott Later	Rick Ellertson	Max Forbush
(Typed name)	*(Typed name)*	*(Typed name)*
2·10·10	2/10/10	
DATE	**DATE**	**DATE**

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User Notes:
(724648314)

Farmington City Hall

Change Order #3 - Line Item Summary - 2.10.10

Item	*Description*	*Cost against Contract*	*Cost against Contingency*	*Time Increase (Days)*
1	**HGC-16**: Change to return air plenum above utility/cemetery office as per ASI 14.	$ -	$ 239.00	0
2	**HGC-17:** Attic access and ventilation issues as per ASI 15	$ -	$ 5,237.00	0
3	**HGC-19:** Substitute glass spandrel panel for metal infill panel	$ -	$ 793.00	0
4	**HGC-20:** Misc electrical items addressed in ASI 16	$ -	$ 997.00	0
6	**HGC-22**: Cost associated with epoxy based floor sealer in exposed 2nd floor areas (in lieu of sealed gypcrete)	$ -	$ 3,633.00	0
7	**HGC-23:** Adjustments to framing to accommodate duct penetrations (as per RFI 42 &46)	$ -	$ 814.00	0
8	**HGC-24:** Misc framing items discussed on site	$ -	$ 433.00	0
10	**HGC-26:** Cost to add block end panels to fixed seating (not addressed in HGC 10)	$ -	$ 901.00	0
11	**HGC-27:** AS per ASI 21 electrical changes associated with 3C/owner meeting	$ -	$ 156.00	0
	Total Change Order Adjustments (Contract Amount/Contingency/Time)	**$ -**	**$ 13,203.00**	**0 DAYS**

Original Contract Amount/Contingency	$	3,586,526.00	$	170,759.00
Increase by previous Change Orders	$	-	$	(44,967.00)
Revised Contract Amount & Contingency	**$**	**3,586,526.00**	**$**	**202,523.00**

GENERAL COMMUNICATIONS
BUILDING TECHNOLOGIES INTEGRATION

Farmington City Hall
Keith Johnson
130 North Main
Farmington, UT 84025

It is the privilege of General Communications, Inc. to provide a solution package for its clients. With this solution package includes a unique design to fit the need of the customer. When we take on this responsibility we are able to minimize costs to the client and provide them with a guaranteed working solution. In this solution we are also able to absorb engineering and consulting fees that would otherwise be an extra expense to our clients.

System proposal for the new Farmington City Hall:

Audio

A gooseneck microphone will be mounted at each of the nine council seats and one gooseneck microphone will be mounted at the lectern. Audio from these microphones will be routed to the room through six ceiling mounted, distributed audio speakers. These speakers will be powered through a power amplifier with 70 volt capability and low impedance capability. Audio can be recorded to mp3 format on a solid state recorder. This Marantz professional recorder incorporates Ethernet connectivity and an internal, browser-style interface that allows centralized control of all operations including scheduling of recordings, machine setup, and file transfer. There is also an assisted listening package for the hearing impaired which includes four receivers. This system offers coverage of up to 20,000 square feet and secure wireless communication. There is also a rack-mounted CD player for audio and plug-in capabilities for audio from presentation tools such as a laptop or mp3 player. The audio system is controlled through a Biamp digital signal processor which allows ultimate flexibility and controlled processing power via the Crestron control.(see Control below)

Video

On the dais there will be 6 monitors spread evenly across to give each council member a view of the video source. Video from a DVD/VCR combo (mounted in rack), future room video camera (owner provided), or laptop input or local PC (owner provided) can be viewed on the projector and each of the desk-top monitor displays. The projector will be mounted at the back of the room and have throwing distance capability to project its image on a screen located behind the dais. This Sanyo projector is professional class 1080p native resolution and offers full HD capability and 6500 lumens of brightness. The image will be projected on a 16:9 aspect ratio, 193" diagonal screen. Annotation is possible via a 17" wide touchscreen monitor located at the lectern. Annotation will also be available on the dais via a 19" wide touchscreen. This screen will have the ability to move on the dais so each counsel member can use it. The annotation system will provide ease and convenience of interaction between the presenter and his/her presentation. The Extron annotator system is a high performance, hardware-based annotation processor for video and computer-video sources. It allows the presenter to draw, point, or add text to electronic presentation materials using the touch screen. There will also be a touch screen monitor located on the dais for these same capabilities. Audio from any of the video sources will be routed through the audio system.

Control

The system will be controlled with a Creston portable wireless touch panel. This Crestron system will provide the essential interface for control of numerous devices including the video projector, displays switchers, DVD player, screen, shades, and much more. The portable device allows the flexibility of control throughout the room or in the adjacent A/V room. Crestron's e-Control solutions offer the most flexible range of IP control possibilities available. Using a Windows computer or PDA device, e-Control provides a control GUI that looks and behaves just like a Crestron touchpanel.

All DSPs, amplifiers, and head end equipment will be located in one central equipment rack. All equipment will be secured in the rack and have surge protection.

This system includes all parts and pieces to perform the above mentioned capabilities. Wire is also included, but General Communications will not install the wire.

The price for the above system is as follows:

TOTAL PRICE: $ 105,572.00

LCD Option

This option is to place one 46" LCD screen outside the chambers door. This option includes the installation and materials for setup of the screen only. This screen will only show presentation material in the meeting (i.e. notes, diagrams, meeting agenda that is being displayed in the actual council chambers.)

Option Price: $ 3,218.00

If you have any questions or concerns please let me know.

Thank you,

Andrew Collette
Commercial Development Manager
General Communications, Inc.
acollette@gencomminc.com

COMMERCIAL SALES
PROPOSAL/AGREEMENT

Date: 2/9/2010

GENERAL COMMUNICATIONS
12393 South Gateway Park Place
Draper, Utah 84020
(801) 266-5731 Fax (801) 263-9249
http://www.gencomminc.com

To: Farmington City

Job Site Address: Main Street
Farmington, UT 84025

Contact: Keith Johnson Tel No: (801) 451-2383

General Communications proposes to install the equipment and furnish the services indicated herein.

QTY.	DESCRIPTION
1	Farmington City Hall Council Chambers

SCOPE OF WORK

See proposal

Price does not include high voltage power or conduit.

Owner acknowledges that General Communications, Inc. has explained the full range of Project Scope, equipment and services provided in accordance with this proposal/agreement.

For the sum of $ 105,572.00 . Payment terms are 30% down with a signed contract, 30% due upon receipt of goods in our warehouse (client may inspect property), monthly progress billing based on work performed, payable within 30 days from date of invoice. A 1.5% monthly interest fee will be assessed for late payments after 30 days from date of invoice. Proposal is guaranteed for 30 days.

By _____
Account Executive

Approved _____
Authorized Representative of General Communications

WARRANTY

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents: (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Warranty for Parts and Labor will extend for 90 days for intended use. The Contractor shall not warranty damages to the system due to acts of God. Misuse or abuse will not constitute a warranty claim.

EXTENDED WARRANTY

The contractor shall extend the above warranty for one year for an amount equal to 12% of Contract. Payable with final billing payment.
Amount $ 12,669.00

Signature

Title Date

Owner Acceptance

In accepting this Proposal, Owner agrees to the terms and conditions contained herein including those on the reverse side. It is understood that they shall prevail over any variation in terms and conditions on any purchase order or other document that the Owner may issue. Any changes in the system requested by the Owner after the execution of this Agreement shall be paid for by the Owner and such changes shall be authorized in writing.

X
Signature

X
Title Date

This Agreement is not binding unless approved in writing by an authorized Representative of General Communications. In the event of failure of such approval, the only liability of General Communications shall be to return to the Owner the amount, if any, paid to General Communications upon signing of this Agreement.

GENERAL PROVISIONS

A) The Contract represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification. The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.

B) If requested by the Contractor, the Owner shall furnish and pay for a survey and a Legal description of the site. Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges. If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the work until the correction is made. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, with prejudice to other remedies, correct such deficiencies. In such a case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor. The Contractor shall coordinate and cooperate with separate contractors employed by the Owner. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

C) Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Document; and (3) promptly report errors, inconsistencies or omissions, discovered to the Owner. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions. The Owner shall be responsible to provide the following: (1) All electrical requirements for the project including but not limited to conduit, raceway, back boxes, proper ground wire, proper breakers, etc. (2) Core drilling and penetration of concrete (3) Furniture or building modifications to accommodate contracted equipment unless stated in the Contract. The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed. The Contractor shall obtain and pay for the building permit and other permits and government fees, licenses and inspections necessary for proper execution and completion of the Work. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. The Owner may agree to patch portions of the work as stated in the Contract. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. To the extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused solely by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Contractor's liability shall be limited to actual property damages caused by the Contractor. The Contractor shall not be responsible for consequential damages.

D) After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A Change Order shall be a written order to the Contractor signed by the Owner to change the Work, Contract Sum or Contract Time. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

E) Time limits stated in the Contract Documents are of the essence of the Contract. If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by Labor disputes, strikes, fire, riots, acts of God, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended by Change Order for a reasonable time. Owner shall pay for Contract extensions exceeding 90 days. The Owner shall pay schedule compression fees to the Contractor in the event the Time Line is accelerated which will include over time for all personnel associated with the project.

F) Upon execution of the Contract, the Owner shall make an initial payment of 30% of the Contract Sum. A second payment of 30% will be made upon receipt of the products in our warehouse for this project, (the client is welcome to inspect the material to verify receipt). Afterwards, based on Applications for Payment submitted by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows: Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work, provided the Work has then been completed, and the Contract fully performed and approved by the Owner. A 1.5% monthly interest charge will be assessed for any payments received after 30 days from date of invoice.

G) The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. When the Work or designated portion thereof is substantially complete, the Owner and Contractor shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work. Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Payment.

H) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused by the Contractor, or by anyone for whose acts the Contractor may be liable.

I) Neither party to the Contract shall assign the Contract as a whole without written consent of the other. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. The Owner shall pay for tests except for testing Work found to be defective for which the Contractor shall pay. The Contract shall be governed by the laws of the State of Utah.

J) The owner shall not solicit, recruit, hire or otherwise employ or retain the employees of the other Party without the prior written consent of the other Party during the term of this Agreement and for two (2) years following the termination or expiration of this Agreement.

K) If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following seven days' written notice to the Owner, the Contractor may terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profit and damages for the entire project.

L) As a condition to this proposal the parties agree to execute and accept the terms and conditions of General Communications' license agreement and the terms of a non-disclosure non-compete as they relate to the work performed on this project.

ALPHACORP®
Intelligent Security

3676 W. California Ave. Suit B100 Salt Lake City, Utah 84104
Tel 801.977.8608 • Fax 801.977.8775
www.alphacorpsecurity.com

Cost Proposal

Date: August 12, 2009
Salesperson: Brandon Eriksson
Customer Name: Farmington City
Contact Name: Keith Johnson

Job Description: **Lenel Access Control**

AlphaCorp is pleased to provide for your review the following proposal based on the above mentioned job. All systems with their respective product and pricing is as follows:

Farmington City Hall Access Control

Item	Provider	Part Number	General Description	Qty	Price	Extended
1	Lenel	OG-32ES-8NCR2	Server software [1] SWS-32ES, [1] LNL-2220 intelligent system controller, [3] LNL-1320 two door interface module, [1] LNL-AL600ULX-4CB6 power supply	1	$2,914.50	$2,914.50
2	HID	5395-CG100	Wall Mount Reader	6	$139.01	$834.07
3	HID	1386-LGGMV	Direct Printable Proximity Cards	50	$3.54	$176.88
4	Bosch	DS160	Request to Exit (Motion)	5	$64.87	$324.35
5	AlphaCorp	1076	Door Position Switch	5	$10.05	$50.25
6	SWW	110254	Cable, Plenum, 6C, 22G, STR, Shielded, CMP, 1000' Box	1	$186.43	$186.43
7	SWW	110251	Cable, Plenum, 6C, 22G, STR, NonShielded, CMP, 1000' Box	1	$167.50	$167.50
8	SWW	112006	Cable, Plenum, 2C,18G, STR, NonShielded, CMP, 1000' Box	1	$115.24	$115.24
9	AlphaCorp		Card Printing	30	$1.34	$40.20
			Misc. Costs			$140.00
			Parts Subtotal			$4,949.42
			Shipping			$70.00

3676 W. California Ave. Suit B100 Salt Lake City, Utah 84104
Tel 801.977.8608 • Fax 801.977.8775
www.alphacorpsecurity.com

AlphaCorp	Installation - Mounting / Terminating	$4,200.00
AlphaCorp	Wire Pull	$600.00
AlphaCorp	Programming / Testing	$340.00
AlphaCorp	Training	$170.00
AlphaCorp	Project Management	$510.00
	Total Estimate	**$10,839.42**
	Tax (if applicable, would be in addition to Total)	$339.04

**Bid is valid for 30 days from above listed date.

**This quote carries a one year warranty on all parts and labor.

ALPHACORP®
Intelligent Security

3676 W. California Ave. Suit B100 Salt Lake City, Utah 84104
Tel 801.977.8608 • Fax 801.977.8775
www.alphacorpsecurity.com

Scope of Work

AlphaCorp will perform the following tasks:

- Provide and Install one (1) Lenel Access Control kit, which includes one (1) LNL-2220, three (3) LNL-1320's, Onguard 32ES access control software and one (1) power supply that can be used to power strike locks as well as Lenel Boards.
- Provide and Install six (6) HID wall mount style card readers on doors 107A, 107B, 123A, 124B, 131A & 131B.
- Provide and Install five (5) Requests to Exit Devices on doors 107A, 107B, 123A, 131A & 131B.
- Provide and Install five (5) Door Position Switches on doors 107A, 107B, 123A, 131A & 131B.
- Provide, Pull and terminate necessary wire to Door Hardware and Boards.
- Provide fifty (50) Direct Printable Cards. Print picture and credentials on cards for Farmington City.
- Use Power Supply Enclosure (18X24X4.5) to house Lenel Boards.
- Programming and Testing of New Doors.
- Training.

Exclusions

- 110V (will need 110V at or near panel location).
- Conduit (provided conduit diagram to architect/engineer, if conduit is not installed as specified additional charges may be incurred).
- Floor Penetration from IT room to Main Level for Wire.
- Server/PC (Owner to provide).
- Network Switch.
- IP Address (one IP address will be needed for the Lenel Board (s), so that it can be accessed over the Network).
- Door Locks (Electric Strike Locks and electrified crash bar provided by other).
- Request to Exit Device and Door Position Switch for Door 124B, please below for explanation.
- AlphaCorp has recommended to the owner and architect/engineer that the hinge be modified on door 124A to a McKinney T4A3386MM X QC8 and that a M92 be added to the ED4800 M94 on the same door. If this change is not made, additional costs will apply to accommodate door on Access Control System.
- Photos and Credentials (Farmington City will need to provide pictures, names and any logo that they would like on their access control cards).

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Intelligent Security

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Tel 801.977.8608 • Fax 801.977.8775
www.alphacorpsecurity.com

In order to proceed with any portion of this project, AlphaCorp requires the following Agreement Form to be filled out and signed along with a Purchase Order from the Customer.

AlphaCorp has a **minimum** of a three (3) week lead time to coordinate installations, order and receive parts, and commence on any projects from the date of PO and Agreement date.

For clarification or general questions, please contact:

Brandon Eriksson - Territory Sales Rep
Office: (801) 415-0640
Cell: (801) 910-5915
beriksson@alphacorpsecurity.com

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Warranty

GENERAL WARRANTY STATEMENT

From the date of the 'substantial completion', AlphaCorp will continue to support and maintain all sections of the installed system for a one (1) year period free of charge. During this period, AlphaCorp agrees to repair or supply replacement parts, at AlphaCorp's option, without cost to the client.
All parts and materials as proposed and quoted will maintain various warranty periods. A separate sheet can be submitted with all parts and materials with their respective warranty periods.
As part of this initial proposal, all ongoing support and maintenance will be performed during AlphaCorp's normal business weekday hours of 8:00am until 5:00pm MST. Customer may choose to have 24/7 support available for an additional charge.

This initial warranty/support agreement excludes the following:

1. Damage out of AlphaCorp's control: Damage to the system due to abuse; building power, electrical grounding deficiencies, imbalances or surges; static energy damage, lightning damage; user negligence; environments too hot or too cold beyond normal operating temperatures for equipment, unclean, caustic or damp environments damaging the system. Support caused by computer viruses, or outside influences that damage firewalls and virus definitions current and effectively deployed to protect vulnerable operating systems, databases, and applications software.

2. Consequential Damages: System is not designed or priced as an offer of guaranty that loss to the Client will never occur. The System may only serve as a deterrent or a means of potential mitigation of loss. Client assumes the risk of any system down time. AlphaCorp is not the insurer of Client's property or the property of others at the Client's premises. AlphaCorp is not responsible for consequential losses due to the system failure, compromise, negligence, vandalism, burglary, fire or unlawful acts of any party.

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SECURITY SERVICES AGREEMENT

This agreement is made between **AlphaCorp**, 3676 W. California Ave., SLC, UT 84104 and "**Farmington City.**"

1. **Services Contracted**: Customer hereby contracts AlphaCorp to sell the equipment and provide services described in Cost Proposal, Scope of Work or other attached documents.

2. **Agreement Price**: Customer agrees to pay to AlphaCorp the sum(s) noted on the Cost Proposal(s) with appropriate sales tax.

   Total Project Price **$ 10,839.42 (price does not include Sales Tax)**

3. **Term of Agreement**: This Agreement shall commence the date that both parties have signed the Agreement. Service Agreement will commence and renew according to the terms of that specific Agreement. Central Station Monitoring services will automatically renew according to the invoicing term. Customer may cancel Monitoring service with written notice to AlphaCorp no later than 30 days prior to renewal date.

4. **Acknowledgement**: Customer acknowledges that Agreement has been read and understands and agrees to the following Terms and Conditions. No changes or additions shall be part of this Agreement unless agreed and approved in writing by both parties. AlphaCorp may withdraw this Agreement at any time should the Agreement be modified by Customer without AlphaCorp's written approval.

	AlphaCorp	**Customer**
By	_____	_____
	Printed Name	Printed Name
	_____	_____
	Signature Date	Signature Date
	_____	_____
	Title	Title

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TERMS AND CONDITIONS

1. **Billing and Payment Terms**: Unless otherwise agreed upon, AlphaCorp requires 50% of contract amount to be paid upon receipt of executed Agreement. AlphaCorp will invoice the remaining balance upon substantial completion of the project. Terms of payment are net 30 from the date of invoice. AlphaCorp reserves the right to require payment in cash or by certified check or credit card. All past due amounts will be assessed a late charge of one and one-half percent (1.5%) per month not to exceed the maximum permitted by law. In the event Customer cancels this Agreement prior to the date of delivery, a cancellation fee of 25% of the amount of this Agreement shall be due immediately. If payments due are not made in accordance with these terms, Customer agrees to pay all costs and expenses of collections, including all attorneys' fees incurred.
2. **Limited Warranty**: Unless specified elsewhere, equipment is warranted by the manufacturer(s); AlphaCorp will provide labor warranty on all equipment repair and installation labor for the period of one year. Customer agrees that any alterations, removal or tampering with the equipment shall void any warranties provided herein.
3. **Limitation of Liability**: AlphaCorp makes no warranty of any kind, express or implied, including, without limitation, any warranties of fitness for particular purpose of merchantability, with respect to its product or any part thereof. Nor shall AlphaCorp have incurred any other obligations or liabilities or be liable for damages caused by Customer's negligence or for any loss of profits, loss of use, loss of revenues, loss of data, incidental or consequential damages incurred in connection with the purchase, delivery, installation, repair, or operation of its products. AlphaCorp does not authorize any person to assume for AlphaCorp, either in writing or orally, any liability or to make any warranty in connection with any AlphaCorp product or part thereof.
   Equipment and services are designed to reduce, but not eliminate, certain risks of loss and that the amounts being charged by AlphaCorp are not sufficient to warrant or guarantee that either no loss or damage will occur or increased loss or damage will not occur, it being clearly understood and agreed that AlphaCorp's services and/or equipment cannot stop a burglary, assault, or other attempted crimes.
   This limitation of liability is intended to cover anything which is in connection with the design, sale, installation, repair, inspection, test, service, maintenance, signal transmission, monitoring service, programming, training, electronic communications services, of any equipment, or the failure or faulty operation of the system, equipment, or the active or passive sole, joint, or several negligence of AlphaCorp or its suppliers or subcontractors.
4. **Indemnification**: It is agreed, notwithstanding other terms of this Agreement, that AlphaCorp may be held liable for claims for loss or damage which occur while AlphaCorp's employee(s) is/are working at the premises and such loss or damage is caused directly by the negligence of such employees, provided however that this liability shall be limited to the amount of proceeds actually received from AlphaCorp's insurance policies applicable to the claim or action.
   This Agreement runs to the benefit of the signatories and there is no tangential or related benefit intended for any others. It is the intent that should others bring suit for claims arising out of, from, or as a consequence of the services herein contracted or alleging a failure of equipment or components provided to Customer, or an action or inaction attributable to the services intended to be provided; or claims concerning the monitoring or programming services, operation or non-operation of the equipment or system, the response of the Central Station; other than such claims as may be brought directly by Customer for direct losses attributable to the above, that Customer shall defend such on behalf of AlphaCorp and be responsible for any costs or judgments as a result thereof.
   It is further agreed that should AlphaCorp's employees, agents, or sub-contractors bring suit or allege loss or damage as a result of services performed at the premises, AlphaCorp shall defend Customer in such instances, except in such cases as may be due to negligence or violation of law or Code by Customer.
5. **Insurance**: AlphaCorp shall maintain insurance, with limits it solely shall determine, against such loss or damage caused by its employees or contractors, and agrees to provide evidence of such insurance to Customer upon request.
6. **Insured Loss**: Customer hereby releases AlphaCorp and its officers, shareholders, and employees from and against all (I) losses, damages, and expenses covered in whole or in part by Customer's insurance policies, (ii) deductibles, and (iii) loss, damage, and expense in excess of amounts paid by Customer's insurance companies. Customer hereby waives any rights Customer's insurance companies may have to be reimbursed by AlphaCorp for money paid to or on behalf of Customer.
7. **Risk of Loss**: This Agreement does not cover service, maintenance, repair or replacement necessitated by loss or damage resulting from any cause beyond the control of AlphaCorp, including, but not limited to loss or damage due to fire, water, lightning, earthquake, war, riot, unauthorized service or modifications, misuse, theft, or any other cause originating outside the products and services. If work is necessary due to these conditions, AlphaCorp shall submit to Customer a description of the work necessary and request Customer's request to perform work at AlphaCorp's standard rates.
8. **Performance/Delays**: AlphaCorp shall exercise its best efforts in performing services covered under this Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation, or other causes beyond its control, or for any consequential damage whatsoever.

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9. **Hidden Conditions**: Customer acknowledges AlphaCorp has no knowledge of existing hidden pipes, wires or other objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise of such hidden objects. AlphaCorp shall be released from liability for any damages, losses or expenses for personal injury, including death, or to real or personal property due to such hidden conditions.
   Moreover, AlphaCorp shall not be liable for delay of installation or service due to delays of the Customer in providing information or access to these hidden areas or conditions.
10. **Right to Subcontract**: AlphaCorp shall have the right to subcontract any portion of the work to a qualified person or business as deemed necessary or appropriate.
11. **Default**: AlphaCorp may terminate this Agreement immediately in the event of default by Customer. Default shall include breach by Customer of any obligation or warranty under this Agreement or the occurrence of any of the following events: 1) Failure to pay any amount when due; 2) proceedings in bankruptcy or under any insolvency laws or for reorganization, receivership, dissolution, or liquidation initiated by or against Customer; 3) Customer's insolvency; or 4) Change in the ownership, form or organization or working capital position of Customer which reasonably leads AlphaCorp to believe its interests are substantially imperiled or the Customer is in default hereunder. AlphaCorp may recover such damages as may be proper or may elect to treat this Agreement as being in full force and effect and AlphaCorp shall have the right to specific performance or damages, or both. The prevailing party in any litigation concerning this Agreement shall be entitled to recover its attorney's fees and costs.

TERMS AND CONDITIONS SPECIFICALLY RELATED TO CENTRAL STATION MONITORING SERVICES

12. **Billing and Terms of Payment/Cancellation**: Monitoring Services will commence on the date this Agreement is signed by both parties. Monitoring Services will automatically renew on the first day of the renewal month based on the invoicing term. Customer will be invoiced for the Invoicing Term amount in advance. Terms of payment are net 30. All past due amounts will be assessed a late charge of one and one-half percent (1.5%) per month not to exceed the maximum permitted by law. Monitoring services can be cancelled at any time with written notice to AlphaCorp no later than 30 days prior to renewal date.
13. **Telephone Service**: For Central Station Monitoring Services, Customer agrees to furnish any necessary telephone service or lines at Customer's own expense. Any and all telephone charges shall be Customer's expense, unless specified otherwise in this Agreement.
14. **Lock Out of Panel Access**: Some Control Panels provide for security reasons, that others may be denied access. AlphaCorp may, in its sole and absolute discretion, limit access to the panel coding and programming to AlphaCorp only.
15. **Transmission of Signals**: Customer understands that transmission of signals from the System will be by means of Telephone Circuit(s), and that alternative or additional protection can be installed at Customer's expense. Customer further understands that for equipment which transmits signals via the Telephone Circuit there are various types of telephone line service, including Internet, T1, ISDN, cellular backup, etc. and the System is not infallible and Customer acknowledges that the System or transmission of signals from the Systems may be interrupted, circumvented or compromised.
16. **Signal Transmitter**: Customer acknowledges that an alarm communicator transmitter is part of the System and is a non-supervised reporting device. AlphaCorp will verify the equipment is compatible at the time of commencement of services. Customer acknowledges if the Telephone Equipment becomes, or is rendered, incompatible, inoperative or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, or the change from standard service to DSL or other type service, there is no indication of this fact at the Central Station unless telephone line cut security has been purchased as part of the System.
    Moreover, AlphaCorp has no responsibility for the condition or operation of any equipment, device, or property of any sort, owned by the telephone company or others. Communication between Premises and AlphaCorp's Central Station is via the telephone network. It is possible the telephone network may not transmit the communication from the System, and AlphaCorp's sole obligation under such circumstances is to attempt to notify the Customer that the telephone network is not operating within a reasonable time after AlphaCorp receives information advising it of said problem.
    If the Telephone Equipment is incompatible, inoperative, or interrupted, no signal will be received at the Central Station unless alternative transmission such as cellular telephone, radio or other technologies are selected by Customer at additional cost.
17. **The Monitoring Service** provided by AlphaCorp simply consists of the Central Station Monitoring System receiving a valid signal code from Customer's Alarm Signal Transmitter via the Telephone network. As stated in other sections in this Agreement, neither AlphaCorp, nor the Central Station shall be held liable for any reason that Customer's System does not send a valid signal to the Central Station or the Central Station does not receive a valid signal from Customer's System.
18. **Dispatch Service**: AlphaCorp's Central Station's sole obligation after receiving a valid signal code from the premises shall be to ascertain the appropriate response and then re-transmit the information in a prompt manner to the telephone numbers provided by the Customer. Customer releases AlphaCorp and the Central Station for all loss, damage, and expense due to any delay in dispatch service.
19. If part of the services hereunder are described as a "System Takeover", it is confirmed by the parties that since AlphaCorp did not design, recommend, sell or install the alarm system, Customer agrees to hold AlphaCorp harmless from any consequences or non-operation of the Alarm System and to indemnify AlphaCorp from the claims of any parties relative to AlphaCorp's service to Customer.

PO Box 866
Kaysville, UT 84037
Off: 801-544-1596 Fax: 801-547-9971

JOB: **Farmington City Hall**
DATE: Sept 30, 2009
DESCRIPTION: Communications Systems –Voice/data, TV, and AV
ADDRESS: 160 South Main Street, Farmington, UT

To: Farmington City
Attn: Keith Johnson
142 S. Main Street
Farmington, UT 84025
Office: 801-939-9204 Fax: 451-2747 Cell:
Email: kjohnson@farmington.utah.gov

We propose to furnish all labor and materials necessary to complete the following outlined work on the above named project as outlined discussed with Keith Johnson and designed by Chris Clem @ 3CBSI.com

Quote includes: **Voice & Data**

1. Provide and install (90) category 6 non-plenum rated data cables and (90) category 6 non-plenum rated voice cables from the Telecommunication Room (TR) to the specified voice/data locations through-out the building.
2. Provide and install (2) 48 port category 6 patch panel for data termination and (2) 48 port category 6 patch panel for voice termination in the TR.
3. Provide and install (1) 84" 2 post floor rack and (1) 84" 4 post floor rack in the TR with the necessary ½" concrete anchors and ½ bolts to secure the rack to the floor.
4. Provide and install (5) 3.5" horizontal double sided cable management. Cable management will be placed between each patch panel.
5. Provide and install (3) vertical double side cable management on the side of the 84" rack.
6. Provide and install (1) 12" cable raceway from the wall to the top of the 84" racks for cable management and rack support.
7. Provide a 1' service loop above the workstation outlets and a 3' service loop in the TR.
8. Provide and install (90) category 6 110 style **Blue** inserts for data terminations and (90) category 6 110 style **White** inserts for voice terminations at the workstations locations.
9. Provide and install the necessary 1, 2 and 4 port white vinyl faceplates for all workstation location.
10. Provide and install cable support in the ceiling every 5 to 8 feet. Cable support will consist of 2" J-hooks and bridle rings.

11. Provide and install (1) 50 pair category 3 non-plenum uplink cable from the demark in the mechanical room to the TR.
12. Provide and install (1) 200 pair rack mount 110 block and (1) wall mount 200 pair 110 block with the necessary 4 position connectors.
13. Provide and install the proper labeling of the faceplates and patch panels. All labeling will be done with a P-touch label maker and Excel generated labels. "No hand written labeling will be done".
14. All category 6 cables will be tested using a Fluke DTX-1800 cable analyzer to meet or exceed TIA/EIA standards.
15. Provide IT personnel with a copy of all test results. Results will be either in paperback form or on a CD depending on preference.
16. All workmanship will be completed by factory trained and certified telecommunication installers.
17. 3C is a Mohawk accredited contractor (MAC) and as such can provide a 25 year Mohawk labor and materials warranty.
18. Excludes all applicable sales tax.

Plenum Bid Price	**$25,938.37**

TV

1. Provide and install (15) RG-6 non-plenum rate TV cables from the TR to the specified TV locations through-out the building.
2. Provide and install the necessary 2 and 4 port directional couplers for the TV system.
3. Provide and install RG-6 compression ends for termination on both ends of the TV cabling.
4. Provide and install (15) F-connectors for termination of the TV cabling at the workstation locations.
5. Provide and install 1 port white vinyl faceplates for all workstation location for both TV.
6. Provide and install the proper labeling of the faceplates and patch panels. All labeling will be done with a P-touch label maker and Excel generated labels. "No hand written labeling will be done".
7. All RG-6 cable will be tested for continuity.
8. Excludes all applicable sales tax.
9. Excludes TV distribution AMP and head-end equipment. ie; receivers, modulators, etc.

TV Plenum Bid Price	**$3,213.24**

A/V Conference room #3

1. Provide and install (4) Atlas 8" white recessed ceiling speakers.
2. Provide and install (1) Chief universal projector mount with necessary mounting hardware.
3. Install (1) customer supplied wall mount manual recessed 6'x8' white projector screen.
4. Install (1) customer supplied LCD projector.
5. Provide and install (1) 60 watt sound amplifier.
6. Provide and install the necessary AV cables from the equipment cabinet to the
7. Provide and install 18/2 non-plenum rated cable from the equipment closet to the specified speaker locations.
8. Provide and install the proper labeling of the faceplates and patch panels. All labeling will be done with a P-touch label maker and Excel generated labels. "No hand written labeling will be done".
9. All workmanship will be completed by trained and certified installers.
10. Provide testing and balancing of the system.
11. Excludes all applicable sales tax.
12. Exclude projector, screen, DVD and CD players.

Base Bid Price	**$4,886.64**

A/V Community room #109

1. Provide and install (6) Atlas 8" white recessed ceiling mount speakers.
2. Provide and install (1) Chief universal projector mount with necessary mounting hardware.
3. Install (1) customer supplied recessed, manual 6'x8' white projector screen.
4. Install (1) customer supplied fixed LCD projector.
5. Provide and install (1) 60 watt sound amplifier.
6. Provide and install the necessary AV cables from the equipment closet to the projector with the necessary wall plates.
7. Provide and install (1) 48" double hinged sound cabinet.
8. Provide and install (1) Emtech microphone wall jacks.
9. Provide and install (1) handheld microphones.
10. Provide and install (1) 25' microphone cables.
11. Provide and install (1) Microphone stands.
12. Provide and install 18/2 non-plenum rated cable from the equipment closet to the specified speaker locations.
13. Provide and install 22/4 shielded non-plenum rated microphone cable.
14. Provide and install the proper labeling of the faceplates and patch panels. All labeling will be done with a P-touch label maker and Excel generated labels. "No hand written labeling will be done".

15. All workmanship will be completed by trained and certified installers.
16. Provide testing and balancing of the system.
17. Excludes all applicable taxes.
18. Excludes projector, screen, DVD and CD players.

Base Bid Price	**$6,510.81**

Optional Extras:

1- Recessed Projector Screen	$818.80
2- Powered Projector Mount	$3,627.60
3- Recessed Powered Projector Screen	$2,143.20
4- 3,000 Lumens LCD Projector	$960.80
5- 3,500 Lumens LCD Projector	$1,369.80

"All above noted extras include shipping but exclude all applicable taxes".

Council Chambers Cabling

1- Install customer supplied 22/4 shielded non-plenum rated microphone wire to (14) microphone locations through-out the council room.
2- Install customer supplied 18/2 non-plenum speaker cable from the specified speaker locations to the AV room #202.
3- Install customer supplied AV cables from the projector locations to the AV room.
4- Install customer supplied AV cables from the (6) monitor locations on the council bench to the AV room.
5- Install customer supplied communication cables from the left side of the council bench to the AV room.
6- All terminations, testing, labeling and installation of devices will be provided by others.
7- Excludes all applicable taxes.
8- Note: 3C is installing the cabling only. All other labors will be performed by owners AV system installer.

Council Chambers Cabling Bid Price	**$3,349.20**

Note/Exclusions:

- It is noted that there were no specifications provided for the voice/data, Paging and a/v systems. This proposal is based on the design of Chris Clem @ 3CBSI.
- Excludes all labor and materials for an AV system in conference room #1.
- Any work and/or material that are not specifically defined in this proposal are excluded. (Any additions or changes in quantities outside the scope of this project will be considered a change order request.
- All work to be done between 3C regular business hours. (7am to 3:30pm) Monday-Friday excludes weekends and holidays.
- Increased labor charges will be applied if customer opts to go with a powered projector mount our projector screen in any of the A/V locations.
- Customer/contractor will provide a secure location for storage of 3CBSI materials and equipment during the course of the cabling project.
- It is assumed that 3CBSI and its subcontractors will be provided with an environment that is free from hazardous pollutants, including asbestos. In the event that pollutants are encountered, customer/contractor shall mitigate the pollutants at no cost to 3C.
- If required, customer/contractor will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely and cost effective manner.
- Excludes TV amplification and other necessary equipment other than structured cabling.
- Excludes all necessary parts and pieces for a completely functioning A/V system in the council chambers. All materials will be provided by General Communications.
- Excludes any active networking or telecommunications components (hubs, switches, routers, wireless access points, phone system, etc).
- Does not include floor boxes, power poles, conduct sleeves, cable trays and stub ups.
- 50% of the cost is due prior to the job being started, in order to secure materials, and the remaining balance due upon completion of the project.
- Finance charge of 1.5% per month will be added to all invoices not paid within 30 days of invoice.
- The prices in this bid are valid for 30 days. After 30 days price subject to change.
- There will be a 20% charge on material that must be restocked due to any changes made by the customer/contractor. Items must be in original packaging and undamaged.

3^{C}BSI would like to thank you for giving us the opportunity to submit you with this quotation. **3^{C}BSI** strives hard to provide a competitive bid and strives harder at exceeding your expectations, by providing exceptional workmanship. We look forward to working with you. Thanks again.

SIGNED: Chris Clem Date: Sept 30, 2009
Chris Clem

By signing, I agree to the terms of the above listed proposal and agree to pay the above listed prices.

Authorized Signature: _____ Printed Name: _____

DATE: _____ PO #_____ ***"Please initial the excepted quote"***

Total:
0.00 *

Total:
0.00 *

25,938.37 +
3,213.24 +
4,886.64 +
6,510.81 +
3,349.20 +

Total:
Total 43,898.26 *

Max Forbush

From: Max Forbush [mforbush@farmington.utah.gov]
Sent: Wednesday, February 10, 2010 3:32 PM
To: 'Scott Harwood'
Cc: 'SCOTT C HARBERTSON'
Subject: RE: Livestock Fencing Plan

Let me get with the Mayor and others before we say yes. One of my challenges is to justify a water impact fee credit for improvement that is tied to a road agreement. I need to think about that for a little bit. I will get back with you.

Max

From: Scott Harwood [mailto:scott@thehawscompanies.com]
Sent: Wednesday, February 10, 2010 1:46 PM
To: Max Forbush
Cc: awangsgard@farmington.utah.gov; Rich Haws; Tammy North, PE
Subject: Livestock Fencing Plan

Max –

I have some information related to the fencing plan for the animals. I spoke with Walt and he passed me along to Abe who he said had worked to get the BID #'s for the fencing plan. I called and spoke with Kelly Christensen (801) 231-2276 who was chosen to do the work last Fall when we were looking at getting started – and he was also out this Spring to look at the site. Kelly gave me the cost #'s for the fencing as follows:

$3.90 / lineal foot
$150 for each bracing area (consisting of a couple posts and a cross bar) – the bracing areas are done every 50 feet

Using the scaling off our ALTA survey – I have the lineal footage of fencing at approximately 2950 ft. I have placed a call to verify distance with Tammy. As discussed with you last week, in an effort to help keep the fencing and animals away from what the construction crews are going to need to be doing – we are proposing to take the animals / fencing to an alternate location. We would agree to front the cost of this fencing – and propose that we get a CREDIT back on the portion of our cost on the water line that will be going in soon. This should help you with CASH FLOW in the short term by not needing to front the fencing money….we just ask that the credit be tied to the water line so we can get it back out on one of the first items of construction.

Using the #'s above, the total cost of the fencing would be $20,355 – this is the amount we are asking to be credited back toward our responsibilities on the water line. If you can verify you are OK with this arrangement, we can get started on a plan for the animals – as this will need to be in place over the next couple of weeks. THANKS !!

Scott Harwood
THE HAWS COMPANIES
801.573.7231
scott@thehawscompanies.com

Agenda Item 6

CITY COUNCIL AGENDA

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

For Council Meeting:
February 16, 2010

Petitioner _____

SUBJECT: **Consideration of Agreements between City and Davis School District -**

1. **Purchase and Sale Agreement - Existing Farmington City Hall**
2. **Addendum B to Master Inter-local agreement pertaining to cross parking & maintenance between new City Hall and Farmington Elementary**

ACTION TO BE CONSIDERED:

Minute motion approving both agreements.

GENERAL INFORMATION:

Please see enclosed agreements.

write letter of appreciation for Mayor's signature

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

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
(Farmington City Hall- 2010)

THIS AGREEMENT made and entered into on this ____ day of _____, 2010, by and between **FARMINGTON CITY CORPORATION**, hereinafter referred to as the "Seller" and the **BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT of 45 East State Street, Farmington, Utah,** hereinafter referred to as the "School District."

RECITALS

I. Seller is the owner of real property situated in or near the City of Farmington, County of Davis, State of Utah, which said real property consists of approximately 51,719 square feet or 1.187 acres of land and including an office building and related facilities.

II. The School District is desirous of acquiring said 1.187 acres owned by Seller for the anticipated purpose of housing educational support services.

III. After a process of negotiation between the parties, the Seller, has agreed to sell and the School District is desirous of purchasing the property upon the terms and conditions hereinafter provided and set forth as follows:

AGREEMENT

NOW, THEREFORE, in furtherance of the objectives of the parties, and in consideration of the terms of this Agreement and mutual covenants and promises of the parties, the parties agree that the Seller shall sell to the School District and the School District shall purchase from the Seller the hereinafter described real property for the purchase price and on the terms, covenants and conditions hereinafter set forth.

SECTION ONE: PROPERTY DESCRIPTION

The property to be sold by the Seller and purchased by the School District is situated in or near the City of Farmington, County of Dais, State of Utah, and is more particularly described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 14, PLAT A, FARMINGTON TOWNSITE SURVEY, DAVIS COUNTY, UTAH, AND RUNNING THENCE EAST 247.5 FEET; THENCE NORTH 71.5 FEET; THENCE WEST 132 FEET; THENCE NORTH 24.75 FEET; THENCE WEST 115.5 FEET; THENCE SOUTH 96.25 FEET, TO THE POINT OF BEGINNING.

ALSO, ALL OF LOT 2, BLOCK 14, PLAT A, FARMINGTON TOWNSITE SURVEY, DAVIS COUNTY, UTAH.

LESS AND EXCEPTING:

MUSEUM PARCEL
BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 14, PLAT A, FARMINGTON TOWNSITE SURVEY, DAVIS COUNTY, UTAH, AND RUNNING THENCE NORTH 81.20 FEET; THENCE EAST 119.14 FEET; THENCE SOUTH 81.20 FEET; THENCE WEST 119.14 FEET, THE POINT OF BEGINNING.

ALL OF TAX SERIAL NO. 07-026-0039 AND PART OF TAX SERIAL NO. 07-026-0040/

CONTAINING 51,719 SQUARE FEET, OR 1.187 ACRES.

SECTION TWO: PURCHASE PRICE

The purchase price for said Property is set and determined as ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000.00), hereinafter referred to as "Purchase Price."

SECTION THREE: COST OF IMPROVEMENTS

The property being purchased by the School District and the Museum Parcel being retained by the City are serviced by one irrigation/sprinkler system. Seller will assume responsibility and associated costs of separating the irrigation/sprinkler system on the property

from the museum parcel. The School District shall pay the cost of a new irrigation controller if the School District desires to tie the sprinkler system into the School District's Central Controller.

SECTION FOUR: CONVEYANCE OF TITLE

Seller shall execute and deliver to the School District at the time of closing a statutory form Special Warranty Deed conveying fee simple title to the subject Property to the School District free and clear of all liens, encumbrances, restrictions and easements.

SECTION FIVE: TITLE INSURANCE POLICY

Seller shall deliver to the School District simultaneously with the delivery of the Special Warranty Deed as herein provided, a Standard Owner's Policy of the Title Insurance from Mountain View Title, Layton, Utah, insuring the School District to the full amount of the Purchase Price against loss or damage by reason of defect in the title of Seller in said Property, or by reason of prior liens and encumbrances not assumed by the School District under this Agreement and for such other matters commonly covered by standard form title insurance policies. The Seller shall pay the cost of such title insurance.

SECTION SIX: PROPERTY TAXES

Seller shall be responsible for payment of all real and personal property taxes upon the Property prior to the date of closing and the School District shall be responsible for any taxes which may be assessed against such Property on and after the date of closing.

SECTION SEVEN: POSSESSION BY THE SCHOOL DISTRICT

Seller shall be allowed to retain possession of the property after closing for the purpose of continuing the clerical and administrative operations of the Seller until such time as the Seller's new City Hall is completed and can be occupied. During the Seller's continued occupation, the

Seller shall be responsible to maintain liability and property insurance on the property as well as assuming the responsibility for all costs of maintenance and operation of the property. School District shall be entitled to enter the property, including the building, at reasonable times to make plans for the School District's future use of the property. School District shall be entitled to take possession of the Property no later than September 30, 2010.

SECTION EIGHT: CLOSING DATE

The parties agree that the date of closing shall be on or before March 2, 2010.

SECTION NINE: PAYMENT OF PURCHASE PRICE

Upon closing and signing of this Agreement and delivery of the Special Warranty Deed and Title Insurance Policy from the Seller to the School District, the School District shall pay to the Seller the Purchase Price provided for herein, less deductions for property taxes, title insurance and other costs of sale attributable to Seller.

SECTION TEN: SELLER'S WARRANTIES

Seller makes the following representations, warranties and covenants as of the date of this Agreement and as of the date of Closing:

A. Title. Seller owns good and marketable fee simple absolute title to the Property, subject to all matters of record, and is fully authorized to convey the Property pursuant to this Agreement.

B. No Proceedings. As of the date of this Agreement, there are no pending and, to the best of Seller's knowledge, threatened condemnations or similar proceedings or assessments affecting the Property, lawsuits by adjoining landowners or others, nor to the best knowledge and belief of Seller, is any condemnation or assessment contemplated by any governmental authority.

C. No Leases. At the time of Closing, the Property will not in whole or in part be subject to any leases, or other possessory rights and interests by any party other than Seller.

D. No Contracts. Sell has not and will not enter into any written contracts, agreements, or listings, or be a party to any oral understandings or agreements affecting the Property between the date of this Agreement and the date of Closing.

E. Compliance with Laws. To the best knowledge of Seller, Seller has complied with all applicable laws, ordinances, regulations, statues and rules relating to the Property or any part thereof.

F. Environmental Warranties.

(1) To the best of Seller's knowledge during the period that Sell has owned the Property, there has been not storage, production, transportation, disposal, treatment or release of any solid waste, toxic substances, or any other pollutants or contaminants (hereinafter collectively referred to as "Pollutants") on or in the Property. To the best of Seller's knowledge and during the Seller's ownership of the Property, Seller has complied with all applicable local, state or federal environmental laws and regulations.

(2) Seller has no notice nor any actual knowledge of any wetlands or wetlands designation or any earth settlement, movement, instability or damage affecting the Property, and has no notice of any violation of any laws, ordinances or regulations affecting the Property.

SECTION ELEVEN: ENTIRE AGREEMENT

The parties hereby state and agree that this document contains the entire agreement and understanding between the parties and supersedes any and all oral representations or agreements, if any, made by either party prior to the date hereof and is binding upon the heirs, executors, administrators, assigns and successors of the respective parties.

SECTION TWELVE: APPROVAL BY BOARD OF EDUCATION

Notwithstanding anything herein to the contrary, this Agreement is subject to final approval by the Board of Education and the City Council of Farmington City and shall not be valid or binding until formally approved, signed, executed and delivered by the Board of Education and the City Council.

SECTION THIRTEEN: ATTORNEYS' FEES

In the event of default by either party, the non-defaulting party shall be entitled to recover all attorneys' fees and court costs expended in connection with such default.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SCHOOL DISTRICT:	SELLER:
BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT	FARMINGTON CITY CORPORATION
_____	_____
MARIAN STOREY President	SCOTT HARBERTSON Mayor
_____	_____
CRAIG CARTER Business Administrator	ATTEST: City Recorder

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2010, personally appeared before me MARIAN STOREY and CRAIG CARTER, who being by me duly sworn did say, each for himself, that she Marian Storey, is the President of the Board of Education of Davis School District ("Board") , and he, Craig Carter, is the Business Administrator of the Board, and that the foregoing instrument was signed on behalf any by authority of the Board

_____
NOTARY PUBLIC
Residing at:
My Commission Expires:

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2010, personally appeared before me SCOTT HARBERTSON and _____, who being by me duly sworn did say, each for himself, that he, Scott Harbertson, is the Mayor of the City of Farmington, and he _____, is the City Recorder of the City, and that the foregoing instrument was signed on behalf any by authority of the Board

_____
NOTARY PUBLIC
Residing at:
My Commission Expires:

SECOND ADDENDUM

THIS SECOND ADDENDUM is made and entered into on this ___ day of February, 2010, by and between the **BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT**, of Davis County, State of Utah (hereinafter referred to as "the School District"), and **FARMINGTON CITY**, a municipal corporation of the State of Utah, (hereinafter referred to as the "City").

RECITALS:

A. The parties entered into a Master Interlocal Agreement on August 5, 2008, outlining the general terms and conditions of the parties' cooperative use of publicly owned property and facilities located within the City to better benefit the citizens of the City and patrons of the School District.

B. The parties wish to extend the terms and conditions of the Master Agreement to include this Second Addendum addressing the cooperative development and use of the City's new City Hall and the School District's Farmington Elementary which properties are directly adjacent to one another.

C. The City and the School District have jointly cooperated in the planning and acquisition of nearby properties previously owned by Bass, Wheeler and Sollami families to allow the City to build a new city hall and to allow the School District to expand parking facilities.

D. In the course of completing the property acquisitions certain boundary issues have arisen which the parties desire to address pursuant to the terms of this Addendum.

E. Pursuant to the terms of the Interlocal Agreement, the parties anticipate that further facilities agreements will be handled separately.

F. At the time of signing of this Addendum, the planning, property acquisition and construction of the new Farmington City Hall and related facilities is either completed or underway.

G. The parties desire to outline the commitments and obligations of each party with regard to the development and use of the properties as follows:

AGREEMENT

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Quit-Claim Conveyance of Property Interests**. The School District hereby agrees to sign and deliver to the City quit-claim deeds conveying whatever interest it may have in those certain parcels of property identified as Parcels 1, 2 and 3, as shown on Exhibit A to this Agreement, attached hereto and incorporated herein by reference. The quit-claim of Parcels 1 and 2 shall serve to remove any claim the School District may have to these Parcels, though no interest is currently claimed, and the quit-claim of Parcel 3 shall serve for the benefit of the parties to vest the ownership of that Parcel in the City to be utilized as parking area fronting the new Farmington City Hall. The City shall bear all costs associated with the generation of appropriate legal descriptions, the preparation of the quit-claim deed and recording of the same.

3. **Development of Parking Lot and Related Facilities**.

a. In exchange for the School District conveying the three parcels of property to the City, the City shall assume the responsibility and costs of the development and construction of those areas illustrated on Exhibit C (attached hereto and by reference incorporated herein) including that portion of the parking lot identified as "District Parcel1" on Exhibit B (attached hereto and by reference incorporated herein).

b. The City shall perform normal and customary maintenance in all areas identified in Exhibit C.

c. The City and School District shall share in the cost of the potential maintenance of both the parking area located on School District property and the fence, both as identified on Exhibit D, equally for major maintenance projects such as asphalt overlay, striping and replacement.

4. **Joint Use.**

a. The School District may use parking areas established on City property and identified in Exhibit C during school hours in connection with school activities for the purpose of allowing employees and patrons to park their vehicles.

b. The City may use parking areas established on School District property and identified in Exhibit C in connection with City activities for the purpose of allowing employees and patrons to park their vehicles.

5. **Terms and Provisions not Affected**. The terms and provisions of the Master Interlocal Agreement date August 5, 2008, and any prior addendum or amendment thereto, shall not be affected by the terms of this Agreement.

6. **Entire Agreement.** This Agreement together with the Exhibits attached hereto and the documents referenced herein, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

"CITY"

FARMINGTON CITY

ATTEST:

_____
City Recorder

_____
Scott C. Harbertson, Mayor

"SCHOOL DISTRICT"

BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT

By: _____

Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of_____, 2010, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.

_____
Notary Public

DISTRICT ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2010, personally appeared before me _____ _____ who being by me duly sworn did say that (s)he is the _____ of **BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT**, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

_____
Notary Public

EXHIBIT A, PARCEL 1

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

EXHIBIT A, PARCEL 2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH,
RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

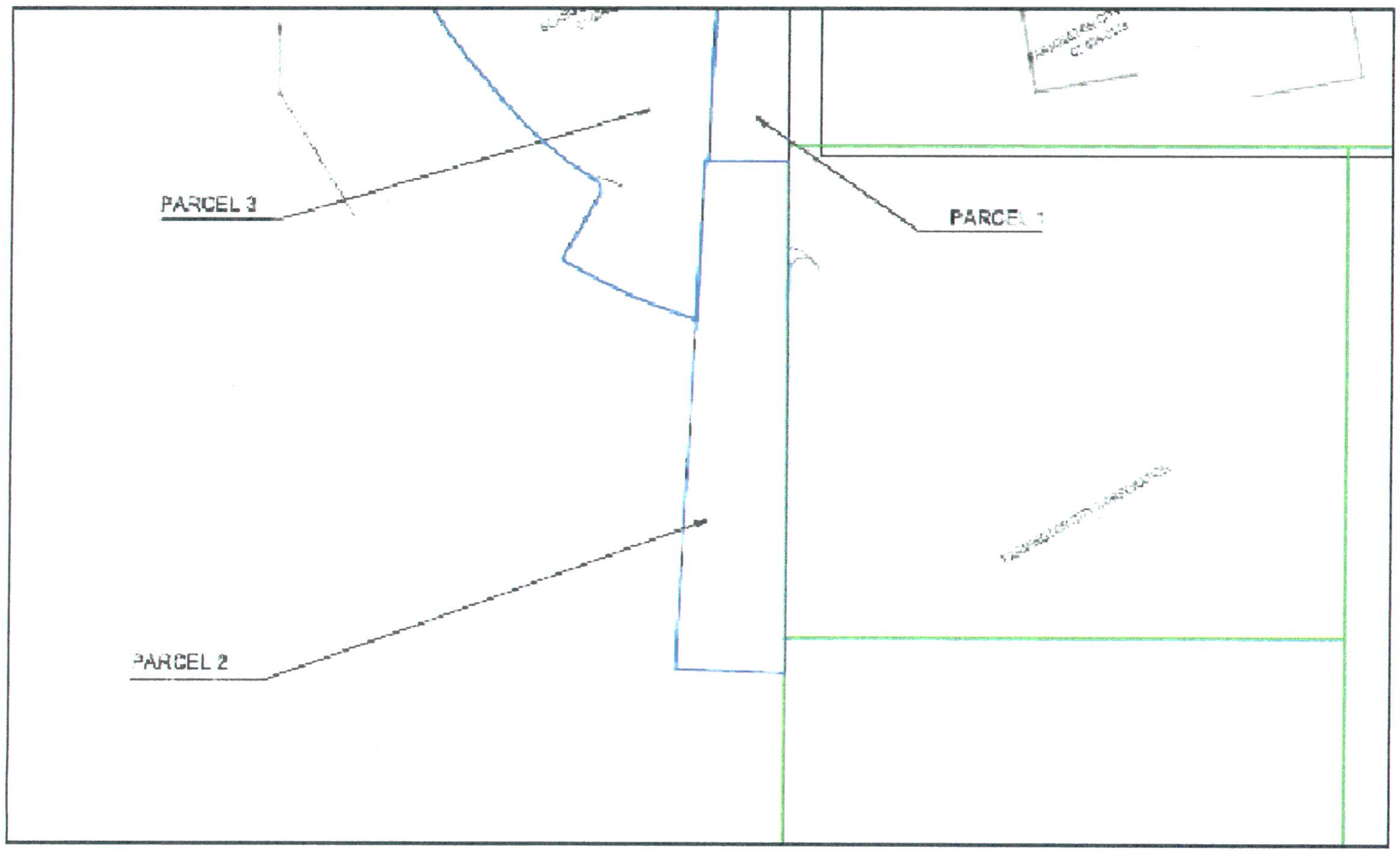


EXHIBIT A, PARCEL 3

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

EXHIBIT B

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

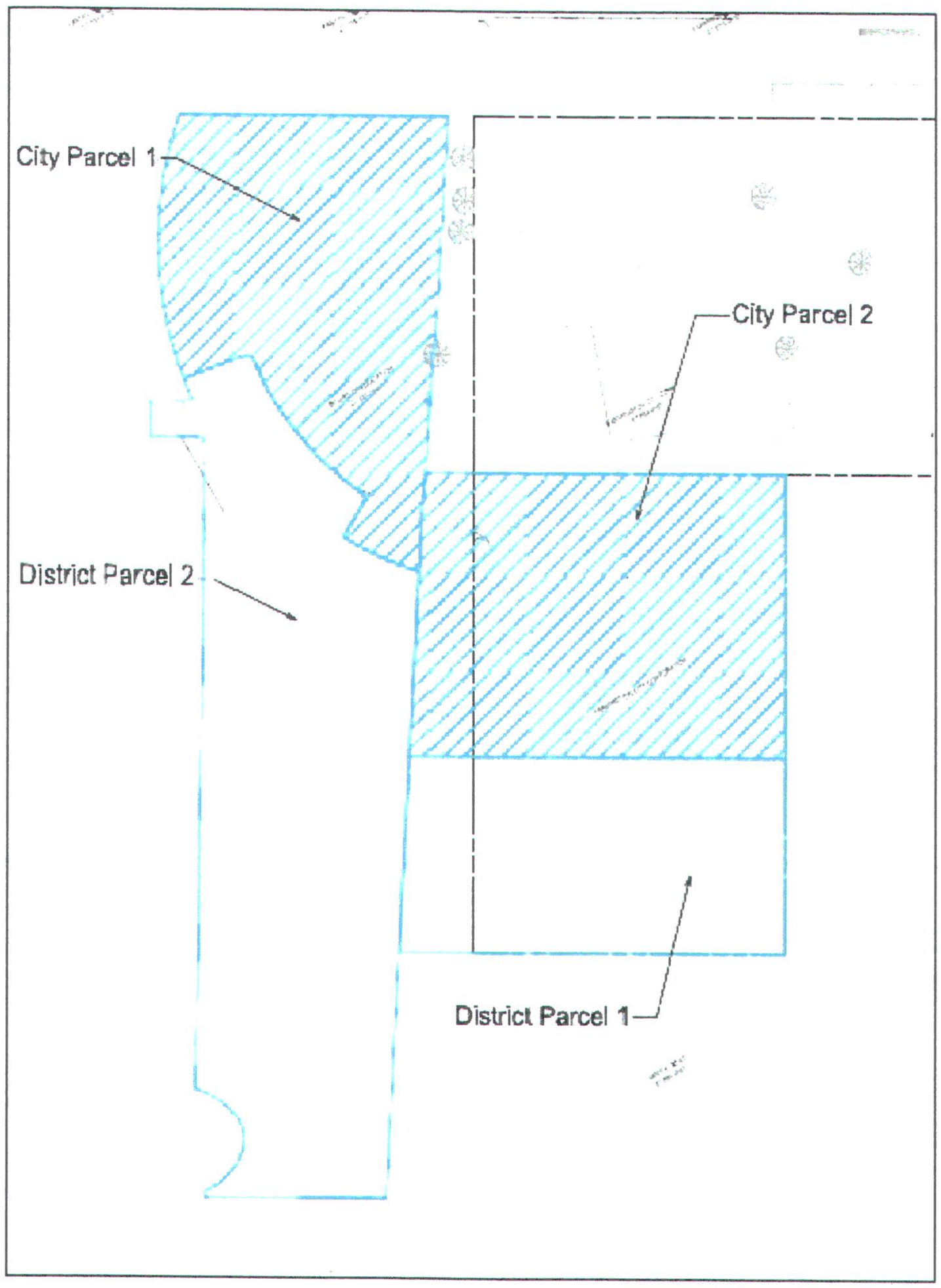


EXHIBIT C

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

EXHIBIT D

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

Agenda Item 7

CITY COUNCIL AGENDA

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

For Council Meeting:
February 16, 2010

Petitioner _____

SUBJECT: **Discussion - Competing financial interests for U.S. 89 RDA Tax Increment**

ACTION TO BE CONSIDERED:

General direction as to priorities for use of U.S. 89 RDA Project tax increment dollars.

GENERAL INFORMATION:

Several months ago at the request of Garbett Homes, the Mayor and City Manager proposed an incentive program for Farmington homebuilders. At that time the Federal government was giving $8,000 for new home construction and the State was giving $4,000 in help. The State program lapsed last summer. The City was considering using $100,000 to $150,000 of the tax increment dollars to develop a program to help first-time buyers in the recession.

Both before and since that time, there have been other discussions with the use of the tax increment dollars that ought to be discussed. They are set forth in the document which is attached. More will be explained about the competing projects at the City Council work session.

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

U.S. 89 RDA PROJECT AREA

REVENUES:

Projected Fund Balance to 6-30-10 -	$ 350,000
Bond Proceeds Possibility -	600,000
	$ 950,000

PROJECTS:

1.	Purchase of the Welling Property -	$ 100,000
2.	Participate on Station Parkway -	200,000
3.	Purchase H.H.I. -	600,000
4.	Program for Historic Preservation	
	• Building across from Wells Fargo	50,000
	• Historic Homes	
5.	Housing Start-up Incentives	

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

PAULA ALDER
RICK DUTSON
DAVID S. HALE
CORY R. RITZ
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

November 13, 2009

David Berg,
Real Estate Division
50 East North Temple
12th Floor
Salt Lake City, UT 84150

Re: **Acquisition of Neil & Carolyn Welling Property (Parcel 07-029-0024)**

Dear Mr. Berg:

I am writing to request a confirmation from your office that the Church is willing to honor terms of Lease Agreements Farmington City had with Neil and Carolyn Welling entered into in 1995 and 1998.

The Redevelopment Agency of Farmington City is interested in acquiring the Welling parcel of vacant land as part of the City's Downtown Redevelopment Plan. The Agency is attempting to acquire property as it becomes available so eventually the downtown block can be developed into a nice mixed-use development.

Attached are copies of the agreements and an aerial map illustrating our intentions. Although the agreements have expired, since 1995 the City has taken care of weed abatement and paid property taxes and irrigation assessments on the property in exchange for the understanding that the terms of the 1998 agreement would continue. I am guessing the City has invested some where near $30,000 and probably more to secure the First Right of Refusal on the Lease Agreement. The City entered into these agreements solely for the purpose of preserving an opportunity to acquire the property.

The second purpose of this letter is to determine if the Church would be willing to dispose of the property at a discounted value given the fact of the City's long-term investment and the City's desire to remain diligent and improve the core of the community.

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

I am not asking for firm commitments in this requested response; but general responses of what the Church can do to help the City.

Respectfully,

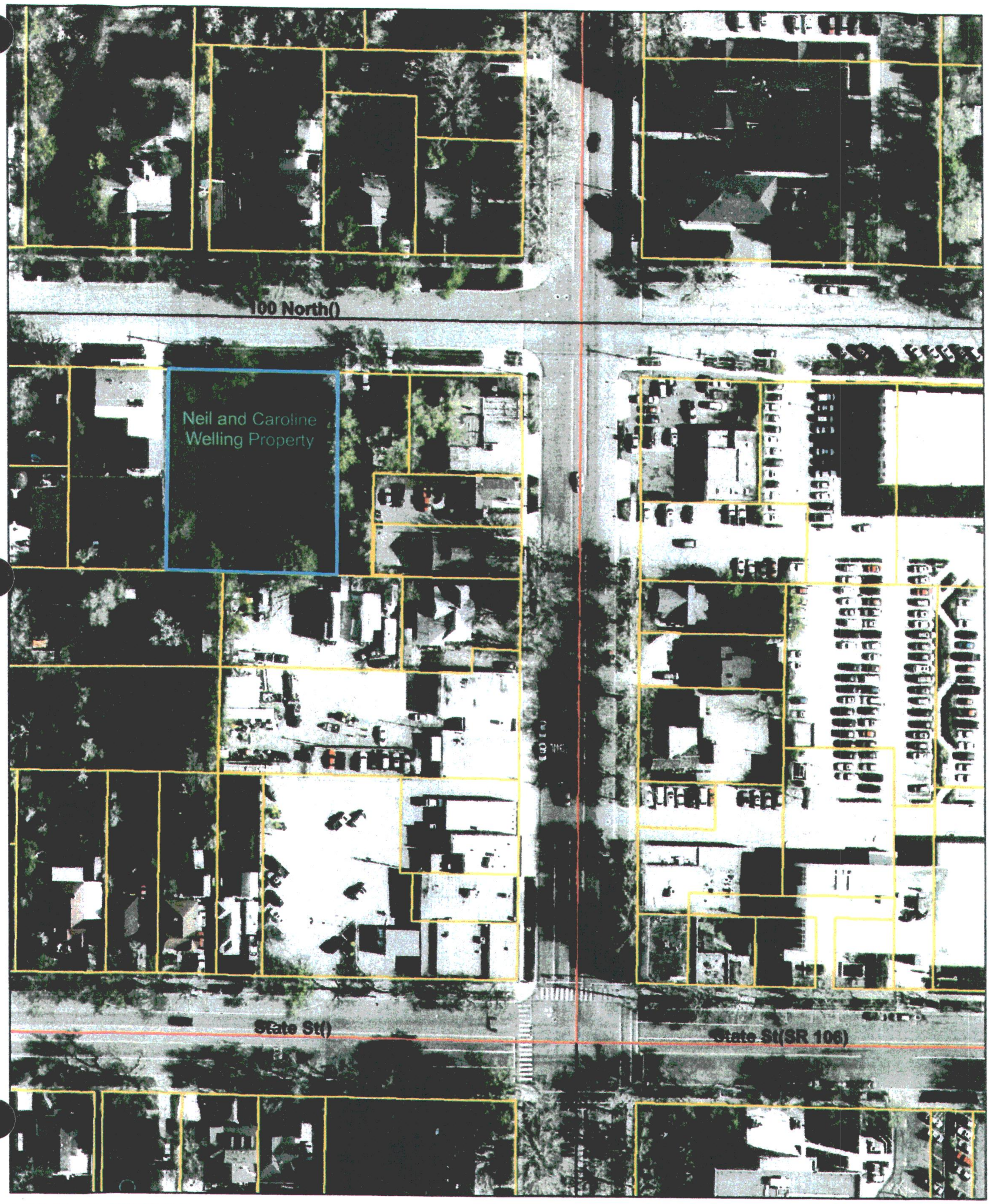
Max Forbush

Max Forbush
City Manager

MF/ml

Enclosures

Farmington City Map



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M:\Projects\Current\BaseMap.mxd

0 0.0125 0.025 0.05 Miles

Agenda Item 8

CITY COUNCIL AGENDA

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

For Council Meeting:
February 16, 2010

Petitioner _____

SUBJECT: **Trail Access to Buffalo Ranches Trail adjacent to Heberling residence at 234 South 1800 West**

ACTION TO BE CONSIDERED:

Does the City Council want staff to strive to obtain a trail access over and across the Heberling property if they are willing?

GENERAL INFORMATION:

The City could build the trail and pay for the fence in exchange for the right of way, or in the alternative, should the City discourage Mr. Heberling from opening up access to the trail? See enclosed map and correspondence.

talk to them
mitigate w/signs
town mtg possibility

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

From: Mike Heberling [mailto:mikeheberling@gmail.com]
Sent: Monday, February 08, 2010 9:41 AM
To: mforbush@farmington.utah.gov
Cc: Selina; nancycastledale@gmail.com
Subject: Street traffic

Hi Max,

Selina and I live in West Farmington at the end of a cul de sac at 234 South 1800 West.

I believe John Bilton spoke to you about the traffic that we are getting because contractors, visitors, builders and others mistakenly think that they can access the rest of the subdivision through our street.

Large construction vehicles like tractor trailers and concrete trucks come to the end of the street, find their mistake, and unable to turn around, have to back up the street putting in greater danger people and property who are homeowners from such large vehicles making such awkward movements.

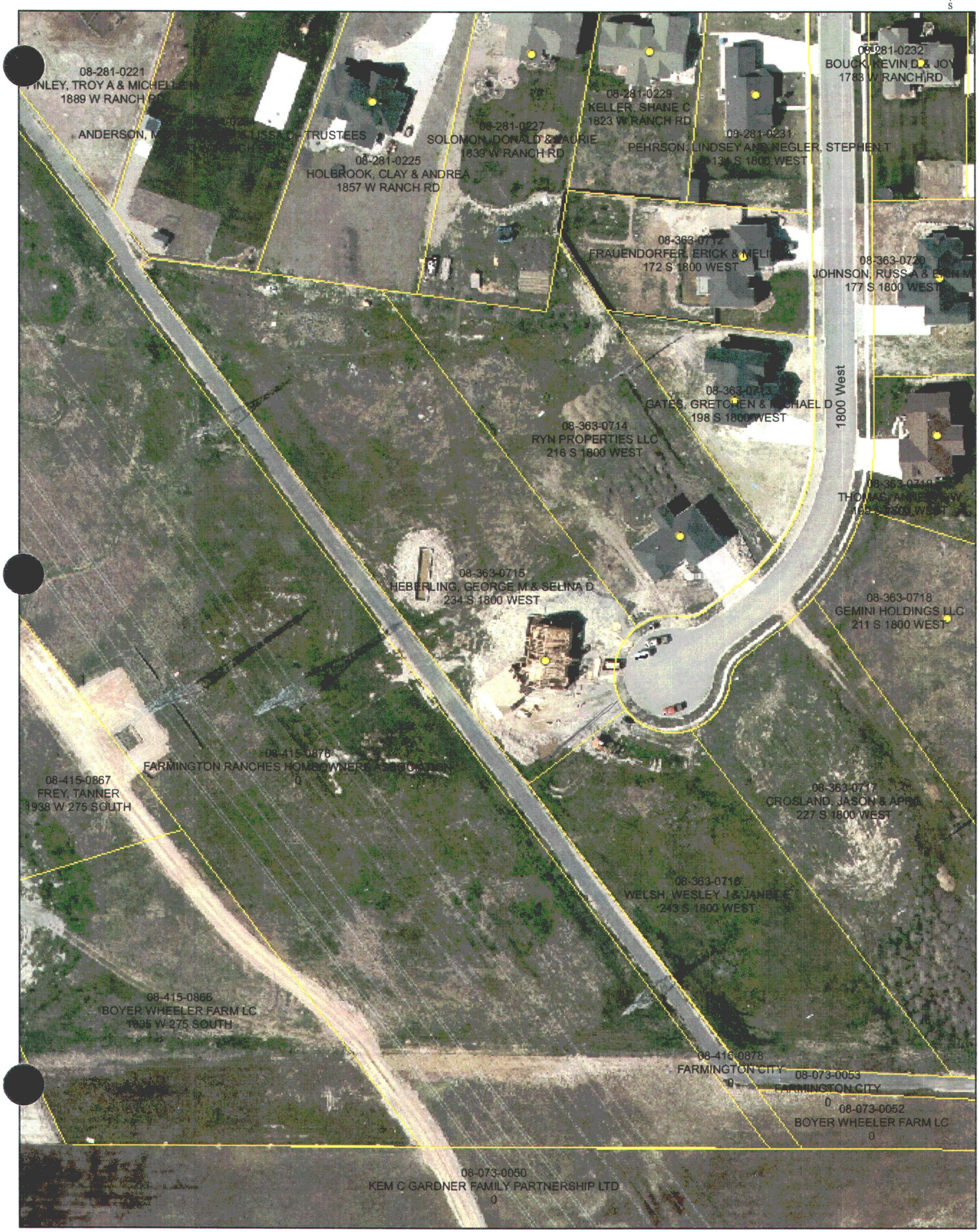
We respectfully request some signage "Dead End" or something similar at the entrance to the street to enlighten potential drivers as to the futility of accessing the street with the hope of further egress.

Please let us know your thoughts at your convenience.

Thanks,

Mike

FARMINGTON CITY



Agenda Item 9

CITY COUNCIL AGENDA

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

For Council Meeting:
February 16, 2010

Petitioner _____

S U B J E C T: Award of Bid: Station Parkway Road Project - 1st Phase

ACTION TO BE CONSIDERED:

Minute motion awarding Bid Schedule B in the amount of $136,030.00 to ABC Construction.

GENERAL INFORMATION:

1. It is recommended that Bid Schedule B be awarded to ABC Construction subject to, or conditional upon Benchland Irrigation Company receiving a permit from the U.S. Forest Service to do the project. Please note Tammy North's letter. Benchland Water District will award Bid Schedule A, Alternate 1. By agreement the City and Benchland split the cost of line 1 of Alternate 1, Bid Schedule A.

2. Attached to this agenda item are cost estimates for completing Station Parkway as prepared by CRS Engineers and the City Manager. More discussion can occur during the work session. These numbers are rough and are to be taken as estimates until Phase II is bid which is expected to happen some time in March.

Call Scott Russell
usb for information

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

CALDWELL | RICHARDS | SORENSEN

ANSWERS TO INFRASTRUCTURE®

February 12, 2010

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

Subject: Recommend for Award
RE: Benchland Reservoir/ Road to the North bid

On February 3, 2010 Benchland Irrigation received bids for their Reservoir project. There were a total of 12 bids received, all of which were opened and received for consideration. The City has partnered with the District in an effort to minimize costs by utilizing their excavations for fill material for the Road to the North as part of this project.

The bids are summarized as follows:

Bidder	*Schedule A, Alternate 1, Schedule B*	*Schedule A Alternate 2*
Skyview Excavation	$2,096,800.00	$1,887,000.00
Granite Construction	$2,059,059.00	$2,048,000.00
Build Inc	$1,770,220.00	$1,728,500.00
Staker/Parson Co.	$1,921,607.00	$1,812,000.00
Whitaker Construction	$1,724,900.00	$1,737,000.00
Randy marriott Const.	$2,092,094.12	$2,016,224.91
ABC	**$1,499,721.00**	**$1,547,746.00**
Skinner Excavating	$1,890,158.00	$1,982,108.00
COP Construction	$2,457,950.15	$2,290,176.10
Gerber Construction	$1,746,745.00	$1,762,000.00
Bowen Construction	$2,213,051.00	$2,017,355.00
Raymond Construction	$2,295,466.00	$2,179,866.00

Schedule A -Alternative 1 and Schedule B consists of the work to excavate the reservoir and haul, place and compact the material for Road to the North. Schedule A- Alternative 2, consists of the work to excavate the reservoir and dispose of the excavation at a place chosen by the Contractor. ABC is the apparent low bidder for both alternatives. A more detailed summary of ABC's bid is attached for reference.

By agreement, the City would be financially responsible for all of Bid Schedule B ($136,030.00) and a portion of item #1 on Bid Schedule A- Alternate 1 ($321,345.00).

Benchland Irrigation District has not yet awarded the contract for their portion of the work. They are waiting for permitting approval from the Forest Service to construct the reservoir. They anticipate that they should have approvals by the end of the month. It is therefore recommended that the City award Bid Schedule B to ABC, subject to the Forest Service approvals being granted within the allotted time frame.

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

Sincerely,

CALDWELL RICHARDS SORENSEN

Tammy North

Tammy North.

Benchland Irrigation District
Shepard Creek Reservoir
55-05-07
February 3, 2010

Bidder	Schedule A Alternate 1 Schedule B	Schedule A Alternate 2
1-Skyview Excavation	$ 2,096,800.00	$ 1,887,000.00
2-Granite Construction	$ 2,059,059.00	$ 2,048,000.00
3-Build Inc	$ 1,770,220.00	$ 1,728,500.00
4-Staker/Parson Co.	$ 1,921,607.00	$ 1,812,000.00
5-Whitaker Construction	$ 1,724,900.00	$ 1,737,000.00
6-Randy Marriott Const	$ 2,092,094.12	$ 2,016,224.91
7-ABC	$ 1,499,721.00	$ 1,547,746.00
8-Skinner Excavating	$ 1,890,158.00	$ 1,982,108.00
9-COP Construction	$ 2,457,950.15	$ 2,290,176.10
10-Gerber Construction	$ 1,746,745.00	$ 1,762,000.00
11-Vancon Inc.	$	$
12-Bowen Construction	$ 2,213,051.00	$ 2,017,355.00
13-Raymond Construction	$ 2,295,466.00	$ 2,179,866.00

FARMINGTON CITY CORPORATION
Station Parkway North: Phase 1 Project

BID SCHEDULE B
(MODIFIED BY ADDENDUM #1 REPLACES SHEET 5 OF 13)

Item No.	Description	Unit	Original Quantity	Revised Estimated Qty.	Bid Unit Price	Bid Price
1	Mobilization	LS	1	1	$ 5,500.00	$ 5,500.00
2	Site Preparation	AC	8.7	2.2	$ 1,900.00	$ 4,180.00
3	Traffic Control	LS	1	1	$ 1,700.00	$ 1,700.00
4	Access Road Grading	CY	9,000	9,000	$ 3.50	$ 31,500.00
5	Grading and Surcharge	CY	49,000	34,800	$ 2.00	$ 69,600.00
6	Stockpile Surplus	CY	4,000	18,200	$ .95	$ 17,290.00
7	Silt Fencing	LF	9,200	6,100	$ .60	$ 3,660.00
8	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	1	$ 2,600.00	$ 2,600.00
9	~~Shepard Creek Box Culvert~~	~~LS~~	~~1~~	N/A	$ 0.00	$ 0.00
Total of All Bid Prices for Schedule B						$ 136,030.00

Farmington City reserves the right to increase of decrease quantities at the provided unit price by up to 100%

Bid Schedule Totals	Total Amount
Total of Schedule A - Alternate 1	$ 1,363,691.00
Total of Schedule B	$ 1,547,746.00
Total of Schedule A - Alternate 1 and Schedule B	$ 1,499,721.00

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BENCHLAND WATER DISTRICT
Shepard Creek Reservoir Project

BID SCHEDULE A - ALTERNATE 1

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Excavation and Haul to Park Lane	LS	1	$ 321,345.00	$ 321,345.00
2	Site Work	LS	1	$ 60,760.00	$ 60,760.00
3	Final Grading	LS	1	$ 40,786.00	$ 40,786.00
4	Reservoir Concrete	LS	1	$ 680,300.00	$ 680,300.00
5	Miscellaneous Concrete Items	LS	1	$ 25,000.00	$ 25,000.00
6	Reservoir Piping Items	LS	1	$ 95,500.00	$ 95,000.00
7	Site Piping	LS	1	$ 140,000.00	$ 140,000.00
	Total of All Bid Prices for Schedule A – Alternate 1				$ 1,363,691.00

BID SCHEDULE A - ALTERNATE 2

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Excavation and Haul to Contractor Designated Location	LS	1	$ 505,400.00	$ 505,400.00
2	Site Work	LS	1	$ 60,760.00	$ 60,760.00
3	Final Grading	LS	1	$ 40,786.00	$ 40,786.00
4	Reservoir Concrete	LS	1	$ 680,300.00	$ 680,300.00
5	Miscellaneous Concrete Items	LS	1	$ 25,000.00	$ 25,000.00
6	Reservoir Piping Items	LS	1	$ 95,500.00	$ 95,500.00
7	Site Piping	LS	1	$ 140,000.00	$ 140,000.00
	Total of All Bid Prices for Schedule A – Alternate 2				$ 1,547,746.00

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Farmington City
Station Park Extension - Cost Estimate

Station Parkway - Municipal Bond Estimate					
Num.	Item	Quantity	Unit	Price per Unit	Total Cost
1.1	Conoco Line Relocation	1	LS	$ 400,000	$ 400,000
1.2	10" Culinary Waterline (To Promenade)	3500	LF	$ 25	$ 87,500
1.3	Box Culvert and Storm Drain	1	LS	$ 220,000	$ 220,000
1.4	Conduits and Sleeves	1300	LF	$ 23.00	$ 29,900
1.5	Benchlands	1	LS	$ 300,000	$ 300,000
1.6	Roadway	1	LS	$ 524,000	$ 524,000
1.7	Park Lane Signal	1	LS	$ 150,000	$ 150,000
1.8	Traffic Control	1	LS	$ 20,000	$ 20,000
1.9	Engineering and Permitting	1	LS	$ 290,000	$ 290,000
				SUB-TOTAL	**$ 2,021,400**
				20% CONTINGENCY	**$ 404,280**
				TOTAL	**$ 2,425,680**

87,500
17,500
70,000

Expenses Reimbursable by Others (From above)						
Num.	Item	Quantity	Unit	Price per Unit	Total Cost	Responsible Party
1.2A	Upsize Waterline from 8" to 10"	3500	LF	$ 5	$ 17,500	Haws Co.
1.4A	6" Power Casing	300	LF	$ 20	$ 6,000	Haws Co.
1.4B	8" Gas Casing	60	LF	$ 25	$ 1,500	Haws Co.
1.4C	4" Gas Casing	170	LF	$ 15	$ 2,550	Haws Co.
1.4D	4" Communications	290	LF	$ 15	$ 4,350	Haws Co.
1.4E	15" Sewer Casing	120	LF	$ 60	$ 7,200	Sewer Dist.
1.6A	Curb and Gutter	1650	LF	$ 15	$ 24,750	Haws Co.
				TOTAL	**$ 63,850**	

STATION PARKWAY ESTIMATED COSTS

1.	CRS estimate - Phases I & II -	$2,425,680
2.	Miscellaneous cost recovery -	74,320
		$2,500,000

3. Funding Sources

• The HAWS Companies	$ 109,150
• RDA Bond Proceeds	200,000
• Transportation Impact Fees	300,000
• Bond Proceeds	1,866,150
• Water Impact Fees	17,500
• Central Davis Sewer	7,200
	$2,500,000

Agenda Item 10

CITY COUNCIL AGENDA

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

For Council Meeting:
February 16, 2010

Petitioner _____

S U B J E C T: Review of City "Loss Record" with Utah Risk Management Mutual Association since 2003

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

In 2003 Farmington City joined the Utah Risk Management Mutual Association. This municipal risk pool stresses risk management and loss prevention. The City pays a premium for liability insurance and group purchases auto, property and casualty insurance through URMMA's agent, Fred A. Moreton Insurance. The loss record pertains to both the auto insurance and the general liability insurance since 2003.

The Association requires the following from participating cities:

1. The deductible amount for Class 2 cities is $7,500 per claim.

2. URMMA will pay the highest loss experienced by a municipality above the amount which is capped called a "capped loss". Such is the case with the loss to Pacific Frontier. The City pays back all other losses that are lower than the capped loss over a five-year period. URMMA pays everything above the capped-loss amount.

3. The capped-loss amount on the highest claim is computed by the premium amount for the cost of participating in the pool including reinsurance costs, plus no more than 25% of annual premium costs for a recaptured loss. Hence, in the case of Pacific Frontier, the total claim paid out was $83,302.20. The City paid a $7,500 deductible amount to the "capped loss amount" and URMMA paid the $15,325.98 above the capped-loss. The City is paying the balance over a five-year period.

4. All other losses above the $7,500 deductible are paid over a five-year period. Those losses are summarized on the Farmington loss run as of February 5, 2010. More will be discussed at the City Council meeting.

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

Auto & Property

Gen liability + 100,000
Reimbursement +
Loss

83,000

Loss 55.
7500

Total 1,000,000
Add back
4
2
3

19

CITY COUNCIL ACTION LIST
FOR REGULAR COUNCIL MEETINGS HELD February 2, 2010

Disposition					ACTION ITEM
Dept.	Initiated	Completed	Not Started	Number	
Adm		X		1.	Place December 29, 2009, meeting minutes on February 16 agenda for approval.
CD/ Adm		X		2.	Number and file Ordinance amending Farmington Crossing North/Record Vacation Order and new plat.
CD/ Adm		X		3.	Number and file Ordinance rezoning 33 acres for Park Lane Commons - amend zoning map.
CD/ Adm	X			4.	Number and file Development Agreement for Park Lane Commons.
CD/ Adm	X			5.	Number and file Development Agreement for Park Lane Village.
CD		X		6.	Send letter to developer that Park Lane Village schematic is approved.
CD		X		7.	Notify developer of Park Lane Village that street cross section standards for Broadway Street and Grand Avenue have been amended.
CD	X			8.	Notify Jerry Preston that cul-de-sac radiuses' dimensions were approved by City Council, but Chief Gregory has the final say. Send courtesy copy to Chief Gregory.
CD	X			9.	Obtain and process agreement for Affordable Housing Study.
Adm	X			10	Number and file Historic Museum Board Membership with new City Council representative - also Historic Preservation Board.
Adm		X		11	Number and file Custodial Services Agreement with DeAnn Carlile.

Dept.	Initiated	Completed	Not Started	Number	ACTION ITEM
Adm	X			12	Number and file Rental Agreement for red brick house at North Main Street with term not to exceed one year.
Adm		X		13	Have Public Works check out "piping" issues under sidewalk and curb and gutter at 322 Paulette Way.
Adm		X		14	Contact homeowner on 1800 West/500 South with trail access/dead-end sign.
Adm			X	15	Have Keith document surplusing of air packs/bottles to Utah Fire Rescue Team.

Agenda Item 11

CITY COUNCIL AGENDA

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

For Council Meeting:
February 16, 2010

Petitioner _____

SUBJECT: Governing Body Reports

- Mayor Harbertson's Report
- City Council Reports

To be given at Council meeting.

1. Gough - where are we
2. Marty Nelson - when are we?

Jim Talbot

Gary Ritz

Sid Young

John ~~Bal~~ ~~Bate~~ Bolton

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

Agenda Item 12

CITY COUNCIL AGENDA

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

For Council Meeting:
February 16, 2010

Petitioner _____

SUBJECT: **Miscellaneous**

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

b. Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

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

Max Forbush

From: Jody K Burnett [jburnett@wilhunt.com]
Sent: Wednesday, February 10, 2010 1:40 PM
To: Max Forbush
Cc: guy@haskellhomes.com; jared@kellybramwell.com; SCOTT C HARBERTSON; Dave Petersen; Paul J. Hirst, PE; Todd Godfrey; Jim Fisher
Subject: FW: Parker v. Farmington

Max,

By way of an update on the status of the Parker negotiations, I am forwarding an email I sent to Darin Hammond confirming an earlier telephone conversation. I'll let you know as soon as I hear anything further.

Jody

From: Jody K Burnett
Sent: Wednesday, February 10, 2010 1:35 PM
To: 'Darin Hammond'
Subject: RE: Parker v. Farmington

Darin,

This will confirm our earlier telephone conversation in which I informed you that the City and Haskell are willing to agree to the following minor modifications to the Settlement Agreement by way of a response to Mr. Parker's counteroffer, corresponding to the bullet points in your email below, in order to resolve this matter:

1. The City would be responsible for any future repairs or replacement of the concrete lining of the drainage swale when deemed necessary as mutually agreed upon. That would require that the City have reasonable access in order to inspect, repair or replace the concrete lining. It is our understanding the Mr. Parker will clean the concrete lined drainage swale as necessary.
2. With respect to the fencing to be installed pursuant to the terms of the Agreement:
   (a) Mr. Parker would be responsible for any future repair or replacement of the pipe fencing which he will be installing along the frontage of Lund Lane and around the corner behind the curb of Willow Creek Circle:
   (b) The property owner of Lot #105 of the Willow Creek Subdivision would be responsible for any future repair or replacement of the vinyl fence to be installed by Haskell along the western edge of the concrete lined drainage swale on Lot #105; and
   (c) The City and Parker would split the cost of any future repair or replacement of the vinyl fence to be installed by the City from the front of the Parker home behind the curb in the ROW of Willow Creek Circle to the south lot line of Lot # 105 when deemed necessary as mutually agreed upon by those parties.
3. We're not sure we entirely understand the third concern, but it shouldn't be a problem because setbacks are measured from the property line and easements are not used in frontage calculations. We can discuss this in more detail if necessary.
4. The City is willing to cover the slope easement with four inch (4") river rock instead of vegetation. As part of that installation, the City would apply something appropriate to kill existing vegetation and place a barrier before installing the rocks. After some initial period, we

would ask that Mr. Parker be responsible to spray occasionally for any weeds that may come up.

We look forward to a response after you have had an opportunity to review and discuss these issues with Mr. Parker. Hopefully this will resolve any remaining questions and at that point I can make the minor revisions to the Settlement Agreement to include these changes.

Thanks

Jody

Jody K Burnett
WILLIAMS & HUNT
257 East 200 South, Suite 500
P.O. Box 45678
Salt Lake City, UT 84145-5678
Phone: (801) 521-5678
Fax: (801) 364-4500

From: Darin Hammond [mailto:dhammond@smithknowles.com]
Sent: Friday, January 29, 2010 10:50 AM
To: Jody K Burnett
Subject: Parker v. Farmington

Jody:

I apologize for not getting with you sooner.

F.J. Parker requires some modifications to the proposed agreement prior to signing:

- F.J. will not maintain the concrete ditch which is proposed. He has no problem with cleaning it out as needed, but he is worried about the life of the concrete and any repairs or replacement that would be required simply due to concrete cracking problems which are inevitable. I am sure that we can work out some type of access for the city to come in and inspect and/or repair.

- Similarly, F.J. does not want any obligation to repair or replace the fence either.

- We are concerned that when F.J. goes to develop the property over which the easements will be placed that there may be some kinds of development issues. We want to make it clear that when calculating any frontage on those properties that the easements are included in said calculations. It is my understanding that this would be the case, but we would like to make it clear in the agreement.

- With regard to the slope, F.J. wants the city to install four inch river rock instead of vegetation and sprinkling. I presume that this will actually be less expensive for the city.

These are F.J.'s initial concerns. I will be speaking with him to see if there are any other issues.

M. Darin Hammond
Smith Knowles, P.C.
4723 Harrison Blvd. #200
Ogden, UT 84403
Phone: (801) 476-0303
Fax: (801) 476-0399

Agenda Item 13

CITY COUNCIL AGENDA

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

For Council Meeting:
February 16, 2010

Petitioner _____

SUBJECT: Review of Strategic Planning Goals

To be covered at Council meeting.

~~Sat~~ ~~Sat @~~

Council night @ 5 pm

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

Farmington City's Vision ~~(2007-2012)~~ (2009-2014)

"Going from Good to Great"

Remember Our Strengths:

- Balance of Rural/City Life.
- Small town historical ambiance.
- Trees/Main Street/Parks.
- Good City Employees/Government.
- Sense of Community.
- Quality of Life.
- Public Works Department.
- Mountainside/Trails
- Cultural & Community Events.
- Friendly Town.

Strategic Plan:

A. Develop a Quality, ~~Unique~~, Appropriate, Diversified & Stable Tax Base

1. Work in collaborative efforts with all parties to finalize Station Park as a ~~world-class~~ unique, high-quality lifestyle development.
   Max Forbush/David Petersen/Mayor Harbertson
   (12/31/~~08~~ 14)

   ~~a) Finalize right-of-way acquisition for road to commuter station.~~
   ~~Max Forbush (4/15/07) (6/30/09)~~

2. ~~b)~~ Finalize land trade for properties in Wells Fargo Bank block ~~and Public Works building property~~.
   Mayor Harbertson/Max Forbush ~~(6/30/07)~~
   (12/31/14)

   ~~c) Settle on agreement for planning and building inspection services for Station Park development.~~
   ~~David Petersen /Eric Miller (8/31/07)~~

~~2~~.3. Encourage establishment of Regional/Collector Transportation Corridors

a) Northwest Quadrant -

(1) Secure right of way/Develop financing plan for "Road to the North".
Max Forbush/Governing Body ~~(12/2007)~~ (6/30/10)

(2) ~~Amend Master Transportation Plan, if needed, to finalize Legacy-to-Legacy Highway connection and related solutions to~~ Promote City preferred Legacy to Legacy alignment in UDOT's EIS process. Protect Park Lane from traffic gridlock.
Governing Body/ ~~Max Forbush~~ City Manager (~~12/2007~~) (12/31/13)

(3) Determine financing plan for constructing "Swoop".

~~b) Lobby UDOT/Davis County and Centerville to secure right of way for west Frontage Road (old Sheep Road).~~ Lobby UDOT/WFRC to raise priority for local interchange at I-15/Shepard.
~~Governing Body/ Max Forbush (12/31/07)~~
(12/31/14)

c) Keep idea of continuous east side Frontage Road active by adding it to Wasatch Front Regional Council's and UDOT's long-term improvement list.
~~Max Forbush (6/30/09)~~ Governing Body/City Manager (12/31/14)

~~3. Adopt resolution reaffirming City's preferred land use of Class A Office Park in the northwest quadrant.~~
~~Governing Body/Planning Commission/ David Petersen (6/30/07)~~

~~4~~ 3. Amend zoning text to ~~place~~ establish maximum number of residential units along U.S. 89 corridor ~~and Transportation Mixed Use area~~ as identified on the General Plan.
David Petersen / Planning Commission/ Governing Body ~~(07/30/07)~~ (12/31/2012)

~~5.~~ 4. Develop and adopt Master Plan of area north of Park Lane to Shepard Lane area east of U.S. 89.
David Petersen /Planning Commission (~~12/2007~~) (12/2011)

~~6.~~ 5. Perform market analysis, refine and strengthen LM&B Development Standards and extend LM&B transition area to Glover's lane - by ordinance adoption.
David Petersen / Planning Commission ~~(6/30/08)~~ (12/31/11)

~~7. Adopt corridor management planning for legacy Highway frontage~~
~~David Petersen / Governing Body (12/2007)~~

~~8.~~ 6. Develop collaborative relationship with brokerage community and EDCUTAH to advance idea of a Class "A" office park.
Mayor Harbertson/ Rick Dutson Community Development ~~(12/2007)~~ (6/30/2011)

B. Preserve and Enhance the Historic Ambiance of Downtown as a Community Hub or "Gathering Place" and Historic Preservation elsewhere in the Community as deemed appropriate

(Generally area from ~~100~~ 600 North to ~~100~~ 200 South, ~~100 East to 100 West~~ from I-15 to the mountains)

1. Complete ~~Revise~~ revision of Downtown Master Plan and emphasize gathering place. Appoint committee and create partnership with County and School District.
Mayor Harbertson / Max Forbush/David Petersen (12/2007)

~~2. Encourage master planning of City, County, and School District campuses with appropriate commercial use to complement revised Downtown Master Plan.~~
~~Mayor Harbertson /David Petersen/Max Forbush (12/2008)~~

~~3.~~2. Formulate redevelopment plan for Wells Fargo Bank block as a mixed use development.
Mayor Harbertson / ~~Max Forbush~~/City Manager Rick Dutson (12/2008)

~~4. Advertise Request for Proposals for development in the Wells Fargo Bank block area.~~
~~Mayor Harbertson / Max Forbush/ David Dixon/Gary Payne (6/30/09)~~

~~5. Landscape Post Office vacant land at 100 East State on interim basis.~~
~~Walt Hokanson / Neil Miller (6/30/08)~~

~~7.~~ 3. Encourage restoration of facade on ~~The Pizza Place~~ Francisco's and the School District building to the north of ~~The Pizza Place~~ Francisco's by using tax increment dollars from the U.S. 89 RDA Project Area.

~~Mayor Harbertson /~~ Max Forbush Dave Petersen (~~6/2010~~) (6/30/2011)

~~6.~~ 4. ~~Amend~~ Implement decorative street lighting plan for downtown with underground power and double gooseneck lights. Secure cost estimates from Rocky Mountain Power.

- North on Main Street to 100 North (both sides of street)
- West on State Street from 100 East to Main Street (lights fronting ~~School District~~, County campus and Post Office - both sides)
- ~~West from Main on State Street one-half block (north side)~~
- West along 100 north from Richard E. Kendall Building across north Main for a distance of one-half block (both sides).

~~Max Forbush / Jared Hall (12/2010)~~
City Manager/Community Development Dept. (12/2014)

~~8.~~ 5. Enhance Main Park as a gathering place/ ~~possible linear tie into bank block.~~ Tear down portion of Myers' house/re-fence area/improve landscaping in area.

Mayor Harbertson/ David Petersen/
Neil Miller/Max Forbush (6/30/2012)

~~C. Promote Historic Preservation in "Old Farmington" and Citywide~~

~~1. Clearly define residential boundaries of "old town". Develop special programs, policies, ordinances, and incentives to encourage citizen preservation of historic nature.~~

~~David Petersen / Max Forbush/Governing Body (6/30/08)~~

~~2. Develop Master Historic Preservation Plan that:~~

~~a) Establishes preservation priorities and a historic registry;~~

~~b) Provides financial incentive and design assistance; and~~

~~c) Establishes fairness and secures property rights.~~

~~Jared Hall / David Hale/Historic Preservation Representative/P.C. Representative (6/30/08)~~

~~5.~~ 6. ~~Write~~ Finish book on history of Farmington.

Glen Leonard / ~~David Hale/Two Representatives from Historic Preservation (2010)~~
Max Forbush/Mayor Harbertson (6/30/2011)

~~3.~~ 7. Develop public relations and education plan with Historic Preservation Commission that invites public acceptance and support.

~~Jared Hall / David Hale/~~ Community Development
Historic Preservation Representative ~~(12/2008)~~
City Council Representatives (12/2010)

~~4.~~ 8. Hold ~~two~~ annual joint meetings to unite Preservation Commission, Planning Commission and City Council – ~~one voice.~~ sharing of annual goals/work plans by Historic Preservation Commission.

Mayor Harbertson / ~~David Hale/~~ City Council Reprentatives
David Petersen/Historic Preservation Representative/Planning Commission Representative ~~(12/2007)~~

~~D.~~ C. Sustain & Enhance Farmington's Quality of Life, Sense of Community (Connectivity) & Friendliness

1. Find ways to unify Farmington.

a) Each December make appointments on all commissions, boards, and committees considering representatives from all neighborhoods. Advertise for candidates in September/October Newsletter.

Mayor Harbertson /Margy Lomax/
David Petersen/ ~~Viola Kinney~~ (yearly)

b) Make final selection of alternate Fire Substation site, ~~community meeting area, and storage needs in west Farmington. Budget for acquisition of property. Possible locations:~~
Budget for property acquisition.

- Southeast corner (1525 West Clark Lane) with commercial uses.

- Part of 6.7 acre parcel at SW corner of Burke Lane/ 1525 West

- ~~Old City Shops site (650 West Clark Lane).~~

- Part of 10-acre parcel of park property located by Davis County Fairgrounds.

- Other locations.
  Larry Gregory / Max Forbush/ ~~Viola Kinney/~~ Keith Johnson/ Governing Body ~~(9/30/07)~~ (9/30/11)

2. Improve connectivity of sidewalks and trails to neighborhoods.

   a) Complete evaluation of needs and gaps. Create "Connection Priority List".
      Matt McCullough ~~Scott Davis~~ / George Chipman/Planning Commission Representative/Governing Body ~~(6/30/08)~~ (12/31/2010)

   b) Amend Trails and Sidewalk Master Plan to include five-year Capital Projects List for "connection projects".
      Max Forbush/ Keith Johnson/ ~~Scott Davis~~ Matt McCullough /Governing Body ~~(12/30/08)~~ (12/31/10)

3. Enhance and Promote Strong Cultural Arts/Special Events.
   a) ~~Budget and~~ Complete Parks & Recreation ~~Leisure Services~~ Master Plan (policies and programming).
      ~~Viola Kinney~~ / ~~Paula Alder/Rick Dutson~~/ Neil Miller/Recreation Staff/ Max Forbush/ City Council ~~(12/31/07)~~

   ~~b) Study feasibility/investigate development of 501c(3).~~
      ~~Viola Kinney /Keith Johnson/Mayor Harbertson (6/30/08)~~

~~4. Budget for and complete update of Parks Master Plan.~~

~~Neil Miller /Walt Hokanson/David Petersen (9/30/07)~~

~~5.~~ 4. Promote Tree Planting in City.

~~a)~~ ~~Consider adoption of a City tree ordinance.~~
~~David Petersen (6/30/07)~~

~~b)~~ a) Amend development standards requiring tree planting in new subdivisions.
David Petersen ~~(6/30/07)~~ (12/31/10)

~~c)~~ b) Create financial & incentive programs to encourage residents to plant trees in existing neighborhoods.
~~Max Forbush / Keith Johnson~~ Neil Miller/ Keith Johnson/ Colby Thackeray /Max Forbush ~~(6/30/08)~~ (6/30/10)

~~d)~~ c) Create Tree Planting Plan and 5-year budget for tree planting along:

- 200 East, south of State Street to Centerville boundary;
- North on Main Street from 600 North to City boundary;
- Park Lane from interchange east to S.R. 106; and
- West on Clark Lane from I-15 to Buffalo Ranches.

Neil Miller /Colby Thackeray/ ~~Jared Hall/~~ Community Development Keith Johnson/ Max Forbush ~~/Scott Davis (12/2007)~~

~~e)~~ d) Seek grants for Tree Planting.
~~Max Forbush (Annually)~~ Neil Miller (On-going)

-

~~6.~~ 5. Finish Attractive Gateways/Signage.

a) Identify gateways that need attention (existing and new).
Walt Hokanson /~~Neil Miller/~~ Ray White /David Petersen ~~(6/30/07)~~ (12/31/10)

b) Create 5-year Capital Improvements budget for landscape/signage improvements.

Max Forbush /Walt Hokanson/Keith Johnson ~~(6/30/08)~~ (6/30/11)

- Create design for identified gateways. Budget and prioritize. Community Development/ Keith Johnson/ Max Forbush ~~(12/21/07)~~ (12/31/11)

- Refine way-finding sign plan. ~~Rick Dutson / Planning Commission Representative/~~David Petersen/Max Forbush/ ~~Walt Hokanson (12/31/07)~~ Governing Body (12/31/11)

~~7.~~ 6. Improve Lighting in Appropriate Areas.

~~a) Adopt ordinance requiring house back-lit street address lighting on new buildings.~~

~~Jared Hall / Wayne Hansen/Eric Miller/Planning Commission (12/2007)~~

~~b)~~ a) Encourage and educate public of benefits of "lighted" home address signage for existing homes and businesses through newsletter, website, Emergency Preparedness Fairs, make signage available.

~~Scott Davis~~/ Larry Gregory/Paul White ~~(6/30/2009)~~

~~c)~~ b) Budget and install decorative street lights on:

- West State (Main to 400 West);
- North Main Street (100 South to 600 North); and
- West on Clark Lane from I-15 to 1525 West.

~~Max Forbush/ City Council~~ City Manager/ Governing Body (6/30/~~2012~~ 2014)

~~d)~~ c) ~~Investigate expanding~~ Develop Christmas lighting plan for streets and public buildings. ~~to west Farmington area along State Street and Clark Lane.~~

~~Keith Johnson / City Committee (12/2008)~~ City Employee Committee/Governing Body (12/31/2014)

~~8.~~ 7. ~~c)~~ Promote attainable housing.

- Amend Affordable Housing Plan.
  David Petersen (12/31/10)

~~Continuation of Thoughtful and Open Land Use Planning.~~

~~a) Amend General Plan to set limits on higher density housing in appropriate high traffic areas along transportation corridors. (See A-4.)~~
~~David Petersen / Planning Commission (10/30/07)~~

~~b) Clearly define, then develop and implement, public relations plan to educate public on difference between high, medium and low density areas.~~
~~David Petersen / Jared Hall/Scott Davis (6/30/08)~~

- ~~Develop Affordable Housing Program with Davis County Housing Authority.~~
  ~~Keith Johnson / Max Forbush (12/31/07)~~

~~d) Establish a non-profit conservation commission for monitoring and administering open space.~~
~~David Petersen / Mayor Harbertson (6/30/2011)~~

~~e) Draft ordinance to utilize Transfer of Development Rights tool (by agreement) where appropriate.~~
~~David Petersen (12/30/07)~~

~~E.~~ D. Foster and Encourage "Great" City Governance

1. Maintain a fair and friendly electoral process to encourage voter participation.

~~a) Analyze and decide voting process - paper vs. electronic machines.~~
~~Margy Lomax /City Council (5/2007)~~ Investigate alternatives with Davis County for conducting elections for more efficient use of electronic voting machines. City Recorder - On going

b) Continue to prepare pre-election packet to give candidates at time of filing for office. City Recorder - On going
~~Margy Lomax /Keith Johnson (6/30/07)~~

c) Continue to hold Candidate Orientation Meeting. Invite executive staff.

~~Margy Lomax /Max Forbush (8/2007)~~
City Recorder/City Manager - On going

d) Train poll workers to be friendly and helpful to all voters while maintain efficiency.

~~Margy Lomax~~ City Recorder/ Davis County Clerk ~~(8/2007)~~ On going

e) Educate citizens regarding absentee voting and early voting.

~~Margy Lomax (August/September 2007~~)
City Recorder - On going

f) Publicize & encourage citizen participation in "Meet Your Candidates" Night.

~~Margy Lomax / Max Forbush~~/ City Recorder/ City Manager/ Governing Body ~~(October 2007)~~
On going

~~g) Amend Sign Ordnance as it pertains to campaign signs and limit size on private property.~~

~~David Petersen/ Planning Commission/Governing Body (5/01/07)~~

~~h) Evaluate feasibility of limiting campaign signage on City property.~~

~~David Petersen / Planning Commission/Governing Body (5/01/07)~~

2. Hire and retain competent and high quality employees.

a) ~~Develop~~ Update Citywide training plan - budget resources to encourage and promote appropriate training.

Max Forbush / Executive Staff/Governing Body ~~(6/30/07)~~ On going

b) Complete personnel study focusing on job classification and market compensation comparables every three years. Establish written compensation policy.

Max Forbush / Executive Staff/Governing Body ~~(6/30/2008)~~ On going

c) Give reminders to encourage department heads/supervisors to recognize employee performance/departmental awards which are budgeted and permitted by policy.

Max Forbush /Keith Johnson (On-going)

d) Hold "brown-bag" luncheon seminars every two months on informative topics.

Margy Lomax / Keith Johnson ~~(12/2007)~~
On going

e) Maintain quality of annual Employees Christmas Party.

Margy Lomax / Keith Johnson/Mayor Harbertson
~~(12/2007)~~ On going

f) Hold ~~first~~ Annual Employee/Volunteer/City Council Summer Barbeque ~~Luncheon at Public Works~~ at park.

~~Walt Hokanson /~~ Neil Miller ~~(July 2007)~~ On going

3. Encourage and invite citizen participation.

a) Develop, implement, and train City officials and employees on protocol for resolving citizen conflicts by involving staff first and elected officials when appropriate. Implement outcome-based solutions for recurring problems.

Max Forbush / Executive Staff/Governing Body
~~(12/2008)~~ On going

b) Revamp "Town Hall" meeting process to include issue sessions and open session.

~~b) Share visioning goals with public by publishing pamphlet. Invite comments/suggestions.~~

~~Margy Lomax / Scott Davis/Jill Swain/ Max Forbush/ Communications Committee (9/30/07)~~

~~c) Develop process for inviting, maintaining and sharing list of citizens who volunteer for public service.~~

~~Keith Johnson / Scott Davis/ Margy Lomax/ Governing Body (12/2007)~~

~~d) Improve City response to citizen requests by developing~~

~~accountability measures~~.

- ~~Collect, plan, and process from each department~~.
- ~~City Manager to implement work order system from himself and Governing Body to City departments.~~
  ~~Max Forbush / Executive Staff (12/2007)~~

4. Promote high ethics in City government.

   a) Adopt ethics policy and pamphlet.
   Max Forbush / Governing Body ~~(6/30/09)~~
   12/31/10

   b) Hold annual ethics training for all employees, committee members, boards and elected officials in January/February each year.
   Max Forbush / Governing Body ~~(9/30/09)~~ On going

5. Promote positive aspects of City.

   a) Share information and promote positive aspects of City in ~~bi-monthly~~ executive staff meetings and individual departmental staff meetings at least on a monthly basis. Invite City Manager and/or Mayor to department staff meetings annually.
   Max Forbush / Executive Staff. ~~(12/2007)~~ On going

   ~~b) Change Newsletter Committee to City Communications Committee to ensure quality and consistency of all communication to the public.~~
   ~~Max Forbush /Communications Committee (6/2007)~~

   ~~c) Establish Communication Committee rules and guidelines.~~
   ~~Margy Lomax/Communications Committee(6/2007)~~

   ~~d)~~ b) Develop program for better educating Youth City Council – Job shadowing and training program. Invite executive staff to a meeting.
   Youth City Council Advisor ~~(12/2007)~~ On going

6. Maintain and encourage affordable excellent City services.

   a) City Council to adopt "Top 10" budget priority list annually during budget work session.
   Max Forbush / Keith Johnson/Governing Body

~~(6/2006)~~

b) ~~Contact other cities for usefulness of citizen survey.~~ Conduct appropriate number and type of surveys ~~according to findings~~.
~~Scott Davis /~~Keith Johnson/Max Forbush ~~(6/30/08)~~

c) Schedule departmental reports to City Council bi-annually.
Margy Lomax / Executive Staff ~~(6/30/08)~~ On going

d) Research, ~~and~~ develop and implement appropriate code enforcement program.
~~Ken Klinker / Wayne Hansen (3/01/08)~~
Max Forbush/Community Development/Governing Body (6-30-10)

7. Utilize and implement technology to improve City operations.

~~a) Investigate feasibility of digital recording system for recording City Council and Planning Commission meetings.~~
~~Margy Lomax / Keith Johnson/Governing Body (6/30/08)~~

~~b)~~ a) Implement paperless packets.
Keith Johnson / Max Forbush ~~(6/30/2011)~~ (9/30/10)

~~c)~~ b) Link all City buildings together through intranet plan.
Keith Johnson ~~(6/30/2010)~~ (6/30/2012)

~~d)~~ c) Amend Development Standards to include incorporation of electronic conduits at time of construction.
Keith Johnson / David Petersen/Paul Hirst
~~(12/2008)~~ (12/2010)

~~e)~~ d) Add "communication conduit placement across highways" to development/engineering project review process.
Keith Johnson/ David Petersen ~~(6/30/07)~~ On going

~~f)~~ e) Develop ordinance requiring enhanced communication systems in large commercial buildings.
Larry Gregory / Wayne Hansen/Eric Miller
~~(12/2009)~~ (12/2010)

~~g)~~ f) Include wireless connections in all City buildings.

Keith Johnson / Eric Miller ~~(6/30/08)~~ (12/2010)

~~h) Appoint/reappoint Technology Committee to evaluate UTOPIA or alternatives.~~

~~Keith Johnson / Governing Body (12/2007)~~

8. Update and maintain City laws and procedures by completing ordinance recodification.

Max Forbush / City Attorneys/Margy Lomax ~~(12/2007)~~ (12/2011)

~~F.~~ E. Provide for Future City Facilities, Equipment, & Resources

1. Purchase and/or develop additional land for cemetery.

Max Forbush / ~~David Petersen~~/ Governing Body ~~(6/2009)~~ (12/2010)

~~2. Construct Police Station and remodel Fire Station as authorized by bond election.~~

~~Max Forbush /Governing Body (3/2008)~~

~~3. Determine final location of Fire Substation in west Farmington.~~

~~Max Forbush/ Larry Gregory/Governing Body. (9/30/07) See D-1(6).~~

~~4. Finalize location and construct new City Hall or remodel and expand existing one.~~

~~Max Forbush / Governing Body (6/2008)~~

~~5. Purchase/lease portable building to be placed next to existing City Hall.~~

~~David Petersen/Keith Johnson/Max Forbush (8/2007)~~

6. ~~Consummate trade of land parcels with UDOT.~~ Encourage UDOT to see supplies property to H.H.I.

Max Forbush/Governing Body ~~(6/2009)~~ (12/2010)

~~7. Complete Capital Improvements Facilities Plan for equipment, roads, storm drains, parks, culinary water, and general government buildings.~~

~~Max Forbush/Keith Johnson/Executive Staff (12/2007)~~

~~8.~~ 7. Study feasibility of City-owned and maintained subsurface drains with recommended action plan to Governing Body.

Paul Hirst /Max Forbush/Governing Body.
~~(12/2007)~~ (12/2010)

~~9. Locate and identify best place for future Leisure Services building and storage.~~

~~Viola Kinney /Max Forbush/Governing Body (9/2007)~~

~~10. Consider annual City employee master hiring plan for all departments during budget review.~~

~~Keith Johnson/Executive Staff (6/2007)~~

Agenda Item 14

CITY COUNCIL AGENDA

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

For Council Meeting:
February 16, 2010

Petitioner _____

SUBJECT: Items of General Correspondence

14-1. City Council Action List for Council Meeting held February 2, 2010. (See Tab 15.)

14-2. Thank you letter to Jeanine Nilson from Elise Tillett. (See Tab 16.)

14-3. Letter to Max Forbush from Captain Rich Love of the Farmington Fire Dept. (See Tab 17.)

14-4. Letter to Max Forbush from Chief Gregory regarding a Quint Ladder Truck. This information is being used for the Fire Impact Fee document. (See Tab 18.)

14-5. Letter to Ms. Sheryl Parker regarding support for Hill Air Force Base as a location for F-35 Aircraft operational squadrons written by Mayor Harbertson. (See Tab 19.)

14-6. Letter sent to Max Forbush from Scott Dansie regarding Comcast changes. (See Tab 20.)

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

January 27, 2010

Farmington City
130 North Main
Farmington, Utah
84025

Attn: Jeanine Nilson

Re: # 35 South 300 East

I just wanted to thank you for giving me the exemption on the recycling program. It is greatly appreciated. Please let the city council know as well. I will call and have someone move the container to the streetside within the week.

Thanks Again,

Elise Tillett

Elise Tillett
PO Box 2683
St. Geroge, Utah 84771

FARMINGTON CITY FIRE DEPT.

82 North 100 East
Farmington, Utah 84025

Larry A. Gregory
Fire Chief

Phone (801) 451-2842
Fax (801) 451-7865

February 4, 2010

MAX FORBUSH, CITY MANAGER
FARMINGTON CITY
130 NORTH MAIN STREET
FARMINGTON, UT 84025

Dear Max:

Upon moving back into our remodeled station, it became evident that we had no cable TV run to any of our television outlets anywhere in the building. Roger Leuba took it upon himself to rectify the problem.

Through his efforts, including hours of labor, many supplies including cable wire, connectors and splitters we are now able to access cable in parts of the building that should have been accessible upon completion of 3C's contract. This will assist in our training efforts as our fire fighters will be able to watch training programs piped in from outside sources in many areas of the building. We now have cable not only in our day-room, but also in our exercise room, offices and bedrooms. This is a much needed resource and a great benefit to our department.

We would really like to let Roger know how much we appreciate his efforts, and to thank him for what he has done to make our station a better place to work and enjoy.

Sincerely,

Rich Love

Captain Rich Love
Farmington Fire Department

cc: Roger Leuba

FARMINGTON CITY FIRE DEPT.

82 North 100 East
Farmington, Utah 84025

Larry A. Gregory
Fire Chief

Phone (801) 451-2842
Fax (801) 451-7865

February 11, 2010

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

Re: **Request and Justification for Farmington Fire to Purchase a Quint or Platform Fire Apparatus**

Dear Max,

Farmington Fire is in urgent need of acquiring a new "Quint" or platform truck to meet the growing demands for emergency rescue and/or fire suppression for existing, pending, and future non-residential structures in the community. It is critically important for the Department to acquire a Quint or platform truck for numerous reasons, but the key justification is that the Quint offers great versatility and is what Farmington Fire needs.

A Quint is a piece of fire apparatus that is capable of doing five different functions – all combined into one apparatus. The Quint has become popular especially with smaller fire departments that are unable to properly staff both an engine and ladder truck on many calls. It hauls firefighters, most carry a minimum of 300 gallons of water for fire suppression, has a pump that will pump a minimum of 1,000 gallons per minute, carry an assortment of fire hose (800 feet of 1 3/4, 2 ½ and LDH or 5 inch supply hose). Finally, it carries an assortment of ladders of different lengths, as well as having aerial elevated capabilities. The Quint would be utilized as a first-out unit obviously offering firefighters the variety of tools necessary to properly fight structure fires.

In combating fire, the aerial offers reach, horizontal or vertical, which we do not presently have. Reach means faster rescue capability than we can perform with ground ladders. Reach means better exposure protection on homes or buildings in high density areas. Reach means we can now do vertical ventilation without risking firefighter lives on the steep roofs in Farmington, and, of course, it significantly benefits us on fire attack.

A great deal of thought has been given to this purchase. The Quint would be a first-out unit on any structure fire. At present Davis County Fire Departments are implementing an Automatic Aid CAD System. We are striving to get an aerial and three engines on all structure fires. At the present, Farmington has to rely on aid from neighboring agencies, if available. We have had several fires the past couple of years where aerials have been used.

I hope this information is helpful.

Sincerely,

Larry A. Gregory
Fire Chief

LAG/ml

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

February 10, 2010

Ms. Sheryl Parker
HQ ACC/A7PS
129 Andrews Street, Suite 337
Langley AFB, VA 23665-2769

Re: **Support for Hill Air Force Base as a location for F-35 Aircraft Operational Squadrons**

Dear Ms. Parker:

For a number of years now Hill Air Force Base has been an excellent neighbor and a large employer for not only many Farmington City residents but also for residents residing in other cities in Davis and Weber Counties. It would be a tremendous economic loss for the City as well as the State of Utah if Hill Air Force Base were ever to be downsized or closed. Farmington City has always enjoyed a close and cooperative working relationship with Hill AFB and fully supports its operational flying and other missions.

It is our understanding Hill AFB is being considered by the USAF as a location for the basing of F-35 aircraft operational squadrons. The infrastructure existing at Hill AFB , the surrounding community infrastructure, and the proximity of Hill to the Utah Test and Training Range make it an ideal location for the F-35.

Farmington City fully supports the basing of the F-35 at Hill Air Force Base and strongly urges the USAF to select Hill AFB as a location for basing a wing of F-35 operational aircraft. We believe it would be an ideal location.

If we could provide further information or if you have any questions, please let us know.

Respectfully,

Scott C. Harbertson
Farmington City Mayor

SCH/ml

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

FACT SHEET

Air Force F-35A Operational Basing Environmental Impact Statement

The Air Force needs to base operational F-35 aircraft at installations across the United States. In 1994, the United States Congress and the Department of Defense (DoD) determined that the F-35 Joint Strike Fighter (JSF) would be developed to replace and supplement Air Force legacy fighter and attack aircraft. The Air Force variant of the JSF, designated F-35A, is a conventional take off and landing (CTOL), next generation fighter aircraft that offers a unique combination of capabilities to fulfill multiple mission roles, especially air-to-ground missions.

The F-35A is a single-seat, all weather stealth fighter, capable of employing air-to-ground, air-to-air, and guided weapons. The aircraft offers a 25-millimeter cannon for close air support and anti-armor missions. The F-35A also employs defensive countermeasures such as flares, although its stealth characteristics are likely to reduce the need for such measures. The capabilities of the F-35A were designed to complement the air-to-air mission of the F-22A Raptor, the Air Force's initial stealth fighter currently operational at two Air Force bases in the United States.

What is the Proposed Action?

The Air Force proposes to base operational (i.e., combat-mission ready) aircraft at one or more existing Air Force and/or Air National Guard (ANG) bases in the United States. Basing alternatives being considered include: Mountain Home Air Force Base (AFB), Idaho; Hill AFB, Utah; Burlington Air Guard Station (AGS); Shaw AFB/McEntire Joint National Guard Base (JNGB), South Carolina; and Jacksonville (AGS), Florida. The basing locations encompass two Air Force Commands, Air Combat Command (ACC), and Air Force Materiel Command (AFMC), and the ANG. The alternative basing locations are shown on page 2.

At any of the alternative locations, the F-35A basing would involve personnel changes, facility construction, demolition, and/or modifications, and aircraft training operations.

What's Inside

- What is the Proposed Action?
- Why does the Air Force Need the Proposed Action?
- An Overview of the National Environmental Policy Act
- Informed Decision Making is Crucial
- The Environmental Impact Analysis Process

Each candidate base is an alternative. For Mountain Home AFB, Hill AFB, and Shaw AFB, the potential environmental impacts will be analyzed for no action and scenarios with 24 primary assigned aircraft (PAA), 48 PAA, or 72 PAA. For Burlington AGS, McEntire JNGB, and Jacksonville AGS, the potential environmental impacts will be analyzed for no action and scenarios with 18 or 24 primary assigned aircraft.

Why does the Air Force Need to Base F-35A Aircraft?

The overall mission of the Air Force is defense of the United States and fulfillment of the directives of the President and Secretary of Defense. To meet these requirements, the Air Force must develop and operate combat and support aircraft and train personnel needed for the job. The F-35A, to supplement and replace legacy aircraft, needs to be operationally based to support this combat-ready mission. Establishment of F-35A operational aircraft needs to be accomplished at an Air Force or ANG installation with the infrastructure and facilities to support these aircraft without displacing other missions or affecting existing units ability to meet day-to-day operational requirements. The installations selected for operational basing must provide training facilities, access to training airspace, existing basic infrastructure, and the capability to expand or accommodate new facilities and personnel.

An Overview of the National Environment Policy Act

The National Environmental Policy Act (NEPA) is the national charter for promoting productive harmony between man and the environment and minimizing the impacts of federal actions. This law requires all federal agencies to consider potential environmental impacts in making decisions about those actions. Public involvement is an essential part of the process. Through involving the public and completing detailed environmental analysis, the NEPA process helps the decision maker arrive at the best possible informed decision.

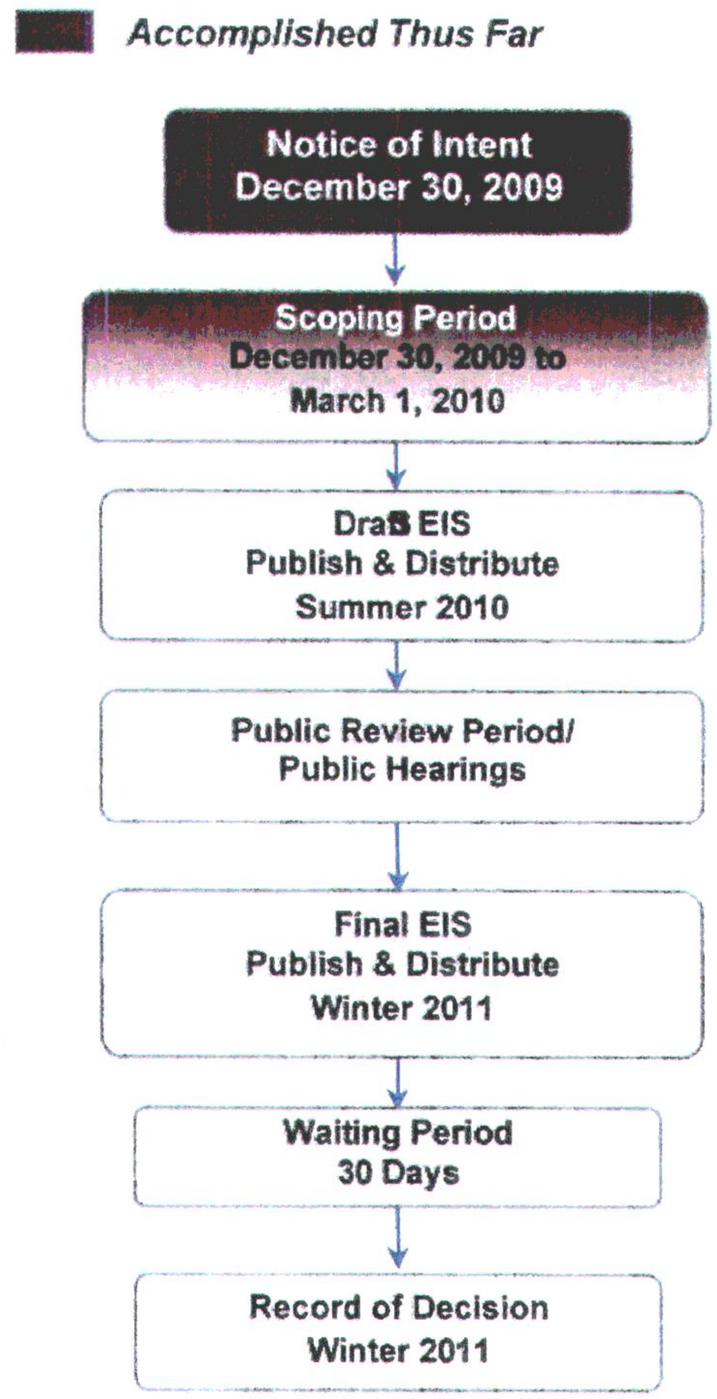
Informed Decision Making is Crucial

Informed decisions are based on a candid and factual presentation of environmental impacts. The Air Force is visiting communities potentially affected by this proposal. We are seeking public input as well as seeking any suggestions the public might have for the basing proposal. To accomplish the environmental analysis, the Air Force is collecting data, conducting research, and analyzing potential effects of the proposed action and alternatives on the affected environment. Resources such as airspace management, air quality, noise, and biological and cultural resources are being examined. The type and extent of impacts resulting from the proposed basing will be identified and the degree to which these impacts might potentially affect resources will be analyzed and presented in the Environmental Impact Statement (EIS) which will be made available for public view and comment.

The Environmental Impact Analysis Process

The environmental impact analysis process began when the Air Force published a Notice of Intent (NOI) in the *Federal Register* on December 30, 2009. The NOI announced that the Air Force plans to conduct an environmental analysis for this proposal. The scoping period also began at that time with an end-date of March 1, 2010. During the scoping period, scoping meetings are held and comments received to better identify issues and concerns on a more local level. Scoping comments, research, agency and tribal consultation, and various studies contribute to completion of the draft EIS.

Once the draft EIS is completed, it is published and its availability announced in the *Federal Register* and local newspapers. This initiates the official 45-day public comment period. At that time, copies of the draft EIS are sent to federal, state, and local agencies, American Indian tribes, and to those citizens expressing an interest in receiving a copy. The draft EIS is also made available at local libraries and on the internet. Public hearing meetings are then held approximately 3 weeks following the draft EIS publication. At these meetings the public has the opportunity to express their concerns about the analyses and findings presented in the draft EIS. A court reporter is present and all comments are officially recorded. Following the 45-day public comment period, preparation of the final EIS begins. At that time, all substantive comments are evaluated and the final EIS revised (as applicable) to address those comments. Upon publication of the final EIS, its availability is announced in the *Federal Register* and a 30-day waiting period begins. Following this waiting period, the Record of Decision will be published. This document presents the Air Force's decision regarding the proposal to basing operational F-35A aircraft in the United States. For more information, visit our website at: www.airforcef-35opseis.com.



Why is Scoping Important?

Scoping is just one of the tools used by federal agencies to obtain pubic input during the environmental impact analysis process. The goal of this process is for federal agencies to make informed decisions about their actions that could potentially affect the environment. The Air Force uses input received during the scoping period to help identify issues for analysis. Issues raised during the scoping period are given full consideration and substantive and applicable issues will be addressed in the draft EIS. In a sense, scoping helps guide the environmental analysis conducted by the Air Force for the EIS. Scoping is not the only time when public input is critical to the environmental impact analysis process. Public comments on the draft EIS will also be solicited and public hearings held following the draft EIS publication. Comments on the draft EIS help shape the final document and play an important role in determining the most suitable proposal for Air Force operations and the environment. Although comments are accepted throughout the environmental impact analysis process, the Air Force encourages submitting them no later than March 1, 2010 to ensure comments are given full consideration early in the environmental impact analysis process.

The Public Scoping Period

By participating in the scoping process, you will help the Air Force identify public issues and concerns particular to your communities, assist in defining the scope of analysis, as well as develop other reasonable alternatives for the F-35A operational basing proposal. The public can provide input in two ways: 1) by attending the scoping meetings (see below for dates and locations), or 2) by mailing written comments to Ms. Sheryl Parker, HQ ACC/ A7PS, 129 Andrews Street, Suite 337, Langley AFB, VA, 23665-2769. To ensure equitable consideration in the draft EIS analysis, please submit comments in writing by March 1, 2010 .

Scoping Meeting Locations

Date and City/Town	Location	Date and City/Town	Location
Tuesday, January 19 Ogden, Utah	Ogden Union Station 2501 Wall Avenue	Thursday, February 4 Kingstree, South Carolina	Kingstree Senior High School 616 Martin Luther King Jr. Avenue
Wednesday, January 20 Layton, Utah	Courtyard Marriott 1803 Woodland Park Drive	Monday, February 8 Brunswick, Georgia	College of Coastal Georgia 3700 Altama Avenue
Thursday, January 21 Callao, Utah	Callao School 225 Pony Express Road	Tuesday, February 9 Jacksonville, Florida	Florida State College 4501 Capper Road
Friday, January 22 West Wendover, Nevada	West Wendover Branch Library 590 Camper Road	Wednesday, February 10 Avon Park, Florida	South Florida Community College 600 West College Drive
Monday, January 25 Winooski, Vermont	O'Brien Community Center 32 Malletts Bay Avenue	Thursday, February 11 Lake Wales, Florida	Lake Wales Public Library 290 Cypress Gardens Lane
Tuesday, January 26 Littleton, New Hampshire	Littleton High School 159 Oak Hill Avenue	Friday, February 12 Palatka, Florida	Palatka Public Library 601 College Road
Thursday, January 28 Watertown, New York	Jefferson Community College 1220 Coffeen Street	Tuesday, February 16 Grand View, Idaho	Grand View Elementary 205 1st Street
Monday, February 1 Sumter, South Carolina	University of South Carolina, Sumter Arts and Letters Building 200 Miller Road	Wednesday, February 17 Boise, Idaho	Boise State University Student Union Building 1910 University Drive
Tuesday, February 2 Eastover, South Carolina	Eastover Community Center 624 Main Street	Thursday, February 18 Twin Falls, Idaho	College of Southern Idaho Student Union Building 315 Falls Avenue
Wednesday, February 3 Augusta, Georgia	Glenn Hills High School 2840 Glenn Hills Drive	Friday, February 19 Mountain Home, Idaho	Hacker Middle School 550 East Jackson

For additional information, please contact:
HQ ACC Public Affairs
130 Andrews Street, Suite 205
Langley AFB, VA 23665, (757) 764-5007

Comcast

9602 South 300 West
Sandy UT 84070
February 9, 2010

Mr. Max Forbush
Farmington City
PO Box 160
Farmington, UT 84025

Dear Max,

I am writing to share some exciting news. **Beginning in April and in phases over most of 2010, we at Comcast will be enhancing our network delivering the world of digital entertainment to current Comcast Standard Cable subscribers.**

The way people watch TV, listen to music, or surf the Internet is evolving to a digital world. In an effort to keep our customers ahead of that digital curve and to provide them with the products and services they want, we will be enhancing our services in order to allow our customers to enjoy the benefits of digital technology at no additional cost. **This is not a promotional offer – when completed, customers will be able to enjoy these exciting new features:**

- Access to thousands of hours of free programming On Demand;
- An on-screen programming guide, with search and parental control functions;
- A commercial-free music service with over 40 channels of uninterrupted music;
- Up to 100 HD Channels and 1000 HD Choices
- One full-featured digital set-top box and one universal remote control;
- Up to two Digital Adapters and remote controls for secondary TVs;
- Faster internet speeds;
- And more entertainment options than ever before.

In order to bring customers in Utah these new features, channels 25-62 will be transmitted only in digital .**This means that customers will need to have either a digital cable box or digital adapter for each television on which they wish to continue viewing these channels.** If a customer does not obtain digital equipment by the time this digital enhancement is completed, their service will be changed to Limited Basic (channels 2-25) and their price reduced accordingly.

In order to make this enhancement as seamless as possible for our customers, Comcast will begin providing one digital set-top box and up to two digital adapters to its current Standard Cable customers at **no additional cost.** If a customer requests **more** than the two digital adapters and one digital set-top box included as part of the Standard Cable package , they will be charged $1.99 for each additional digital adapter and $6.00 for each additional digital set-top box.

As always, if you should have any questions or concerns regarding this matter, or any matter, please feel free to contact me at 801-401-3251 or scott_dansie@cable.comcast.com.

Sincerely,

Scott Dansie

Scott Dansie
Director of Franchising

Month of January 2010

BUILDING ACTIVITY REPORT
July 2009 thru June 2010

RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION					
SINGLE FAMILY	38	38	7,546,000	126	126
DUPLEX					
MULTIPLE DWELLING					
OTHER RESIDENTIAL				16	16
SUB TOTAL	38	38	7,546,000	142	142
REMODELS / ALTERATIONS / ADDITIONS					
BASEMENT FINISH				11	
CARPORT / GARAGE	2		71,000	7	
ADDITIONS / REMODELS	1		25,000	15	
SWIMMING POOLS / SPAS				5	
OTHER (Electrical, Porch, Water .Htr)	3		5,300	46	
SUB-TOTAL	6		101,300	84	
NON-RESIDENTIAL					
NEW CONSTRUCTION					
COMMERCIAL				2	
PUBLIC / INSTITUTIONAL					
CHURCHES				1	
OTHERS (Pavilion)				2	
SUB-TOTAL				5	
REMODELS / ALTERATIONS / ADDITIONS					
COMMERCIAL/INDUSTRIAL				5	
OFFICE					
PUBLIC / INSTITUTIONAL					
CHURCHES					
OTHER (Garage)				4	
SUB-TOTAL				9	
MISCELLANEOUS					
ELECT./RETAINING WALL				2	
SUB-TOTAL				2	
TOTAL	44	38	7,647,300	242	142