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

- Review of Davis County Administrative Building, Children's Justice Center and Library Proposals
- Review of City Council Agenda

FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, September 21, 2010, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah. The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 1. Roll Call (Opening Comments/Invocation) Pledge of Allegiance

7:05 2. Approval of Minutes of Previous Meetings

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:10 3. Planning Commission Report

PUBLIC HEARINGS:

7:15 4. Public Hearing: Consideration of Cable Franchise Agreement with Comcast of Wasatch, Inc.

7:25 5. Public Hearing: Consideration of Ordinance Amending Title 11, Chapter 18 of City Code Regarding the Mixed Use District Regulating Plan to permit the realignment of a Neighborhood street adjacent to the Central Davis Sewer District Pump Station

7:35 6. Public Hearing: Consideration of Ordinance Amending Title 11, Chapter 10 adding "Greenhouse/Garden Center Retail" as a conditional use in the Agricultural Zones of AA, AE and A.

7:45 7. Public Hearing: Consideration of Ordinance Amending Title 11, Chapter 6 & 7 regarding noticing requirements for site plans, zone text and map amendments establishing a mailing radius for notices of 500 feet for site plan review (ZT-3-10)

SUMMARY ACTION:

7:50 8. Minute Motion Approving Summary Action List

- Ratification of Approvals of Construction & Storm Water Bond Agreements.
- Approval of July's disbursement list.

- Approval of Sidewalk Replacement Agreement with Gordon Crabtree.
- Approval of Request for Joyce F. Bradwisch to be exempted from residential curbside recycling program
- Approval of Resolution Enacting Section E3 to Consolidated Fee Schedule providing for cancellation fee for Community Arts Center

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS

7:55 9. Public Improvements Reimbursement Agreement with Farmington Partner, LLC (David S. Tolman)

OLD BUSINESS:

8:00 10. Review of "Call Center Proposal" for old Kmart Building

8:10 11. City Manager's Report
- 900/1000 North Street Improvement Project
- Station Parkway Progress Report
- Other Projects/Issues

GOVERNING BODY REPORTS:

8:15 12. Mayor Harbertson & City Council Reports
- Retirement of Fire Chief Larry Gregory
-

MISCELLANEOUS:

8:20 13. Miscellaneous

a. Miscellaneous items.

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

NOTICES OF COMMUNICATION

8:25 14. Items of General Correspondence

8:30 **ADJOURN**

DATED this 17th day of September, 2010.

FARMINGTON CITY CORPORATION

By: Margy Lomax

Margy Lomax, City Recorder

Agenda Item 1

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 2010

Petitioner _____

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

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

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

Agenda Item 2

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 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 September 7, 2010.

GENERAL INFORMATION:

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

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

DRAFT

FARMINGTON CITY COUNCIL MEETING

Tuesday, September 7, 2010

CITY COUNCIL WORK SESSION/EAST CONFERENCE ROOM

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

Mayor Harbertson began the work session at 6:00 p.m., and the opening prayer was offered by Council Member **John Bilton**.

APPROVAL OF MINUTES (Agenda Item #2)

There was one minor amendment to the minutes of the August 11, 2010 Council meeting.

(PUBLIC HEARING): CONSIDERATION OF ORDINANCE ADDING HAIGHT-HINMAN HOUSE LOCATED AT 121 WEST 600 NORTH TO THE CITY'S HISTORIC LANDMARK REGISTER (Agenda Item #5)

A representative from the Historic Preservation Commission will speak concerning this item during the regular session.

(PUBLIC HEARING): CONSIDERATION OF MERRILL LAW FLAG LOT AND ASSOCIATED WAIVER PROPOSAL (Agenda Item #6)

The **Mayor** asked the Council to determine what type of compensation the City should require from **Merrill and Cheri Law** upon approval of their flag lot.

JOHN AND SUSAN OPENSHAW REQUEST/WATER LINE REIMBURSEMENT REQUEST (Agenda Item #7)

The **Mayor** said the **Openshaws** would like to build a home on Shirley Rae Drive, and he gave some background regarding the water lines in the area. He explained that **Lynn Stoddard** installed an 8-inch water main within the subdivision and would like to be reimbursed. City Manager **Max Forbush** met with **Mr. Stoddard** to discuss the terms of the agreement. **Mr. Forbush** made the following recommendations:

1. All property owners, when connecting to the water line or obtaining a building permit, will pay their pro-rata share (lineal front foot) at the time of signing up. The amount assessed to each property owner not abutting the street but any who install service laterals coming off of Shirley Rae Drive will be $3,000. The reimbursement period is recommended to be 15 years.

2. When the City receives money for the water line, it will reimburse **David Tolman**, The reimbursable amount is $36,500. **Mr. Stoddard** has previously been invoiced approximately $4,000 and is still responsible to pay the cost of a meter at the end line. The first reimbursement amount received will be kept by the City until the $4,000 meter impact fee has been paid.

REVIEW OF PROPOSED CHANGE TO THE STREET REGULATORY PLAN IN PARK LANE COMMONS AREA/PROPOSED CHANGES TO TITLE 11, CHAPTER 18 (TEXT AMENDMENT) (Agenda Item #9)

Glenn Symes said he would present information regarding this proposal in the regular session. He said it is currently being noticed and will require a motion at the next Council meeting.

AGREEMENT WITH BLAKE MATTHEWS AND WILDING ENGINEERING PERTAINING TO COLLECTION OF FEES FOR LOMR STUDY IN FARMINGTON CREEK ESTATES SUBDIVISION (Agenda Item #11)

Max Forbush reviewed several details regarding this proposal and said the agreement is ready for approval. Wilding Engineering has agreed on a compromise amount of $24,000. The developer, **Blake Matthews**, will pay $4,000 per lot to the City as partial payment for a FEMA study and map amendment application. Upon receipt of the third $4,000 payment, Wilding Engineering will send the map amendment request to FEMA. The final $4,000 to be paid to Wilding Engineering by the City will be withheld until the map amendment request has been approved by FEMA. **Mr. Forbush** encouraged approval of the agreement and stated that without it, there is nothing the City can do to recover these fees in order to complete the LOMR study.

BUILDING INSPECTION/PLAN CHECK SERVICES AGREEMENT WITH SUNRISE ENGINEERING PERTAINING TO STATION PARK DEVELOPMENT (Agenda Item #12)

Mr. Forbush explained that the Building Department was at one time concerned about being able to handle the extra workload of the CenterCal and Station Park developments. A few years ago the City negotiated a contract with Sunrise Engineering to assist with the workload at the time, but when the economy changed, the need for these services were diminished. Under the proposed agreement, the City will pay Sunrise on a percentage basis for plan check reviews and

on an hourly basis for building inspections. He said building permit revenues and development fees help pay for the Community Development Department operational costs.

Council Member **Rick Dutson** joined the work session at 6:50 p.m.

LETTER AGREEMENT WITH CENTER CAL REGARDING MISCELLANEOUS POLICIES REGARDING STATION PARK DEVELOPMENT (Agenda Item #13)

Mr. Forbush said this agreement addresses several issues which need to be resolved—the resurfacing of Clark Lane, striping and signage, timing on building permits, payment of impact fees, and street lighting for the road into the station. Paragraph #5 deals with an additional storm water and sewer line on west Clark Lane and needs to be reworked. **Mr. Forbush** recommended that the Council approve the agreement pending the reworking of paragraph 5 and an amendment to paragraph 3 which raises the reimbursement obligation from $2,000 to $4,000.

REGULAR CITY COUNCIL/CITY CHAMBERS/CALL TO ORDER

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

Mayor Harbertson opened the meeting at 7:05 p.m. and welcomed two members of the Farmington Youth Council—**Jessica Harrris** and **Zach Schofield**. City Manager **Max Forbush** offered the invocation, and the Pledge of Allegiance was led by **Mayor Harbertson**.

APPROVAL OF MINUTES (Agenda Item #2)

Motion

Sid Young made a motion to approve the minutes of the August 11, 2010 City Council Meeting. The motion was seconded by **Rick Dutson**, and it was approved by Council Members **Dutson**, **Ritz**, and **Young**. **John Bilton** abstained because he did not attend the meeting.

INTRODUCTION OF ARIELLE SIMPSON, MISS FARMINGTON (Agenda Item #3)

The new Miss Farmington, **Arielle Simpson**, shared information regarding a "Hallows Eve" event which will be held on October 29 from 7-9 p.m. at the Community Center for children 12 years of age and younger. She plans to include a pumpkin carving demonstration, tips for safe trick or treating, twelve activity booths, and a costume parade. She asked the Youth Council to set up a kid-friendly haunted house and told the Council that she would appreciate any assistance they could offer.

EDC UTAH ECONOMIC DEVELOPMENT OF UTAH

Jeff Edwards explained that EDC UTAH, a non-profit organization, was established 25 years ago, and one of their main purposes is to draw new business to the state. They are funded by 200 private members and 50 public entities and currently are working on 300 various developments in the state. **Dennis J. Norfeldt**, former Mayor of West Valley City, commended Farmington City for its efforts regarding quality developments. **Arthur Franks** spoke briefly and said EDC UTAH raises money for grants and economic development in Utah, and in 2010 $850,000 will be paid to communities in Utah.

PLANNING COMMISSION REPORT (Agenda Item #4)

Glenn Symes reported that there were two agenda items at the last meeting. The Commission approved the **Merrill Law** flag lot and requested that the City Council make a decision regarding an appropriate conservation subdivision waiver. The Commission also reviewed a text amendment change to Title 11, Chapter 18 of the Street Regulatory Plan in the Park Lane Commons Area.

(PUBLIC HEARING): CONSIDERATION OF ORDINANCE ADDING HAIGHT-HINMAN HOUSE LOCATED AT 121 WEST 600 NORTH TO THE CITY'S HISTORIC LANDMARK REGISTER (Agenda Item #5)

Public Hearing

The public hearing was opened at 7:30 p.m.

Dave Bernhisel, member of the Farmington City Historic Preservation Commission (FCHPC), said the **Haight-Hinman** pioneer home is located on the west side of the entrance to the Grove development. It was built in 1867 by **Hector Haight**, the founder of Farmington, and is one of the oldest structures in the City. The FCHPC met with **Chad Biesinger**, owner of the Grove, who was supportive of the proposal to include this home on the Historic Landmarks Register. **Mr. Bernhisel** urged the Council not to forget about the oldest structures in Farmington City.

The public hearing was closed at 7:35 p.m.

Motion

John Bilton made a motion to adopt the ordinance designating the **Haight-Hinman** home as a historic resource on the Farmington Historic Landmarks Register. The motion was seconded by **Sid Young** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

(PUBLIC HEARING): CONSIDERATION OF MERRILL LAW FLAG LOT AND ASSOCIATED WAIVER PROPOSAL (Agenda Item #6)

Background Information

David Petersen said the Planning Commission visited this site and felt that the proposed trail would be located too close to the home. He explained that the conservation subdivision waiver applies to this property because the front lot is less than 20,000 square feet. The Commission approved the request and agreed that the City Council should decide on a just and fair compensation.

The **Mayor** said that neither of the two options included in a letter from the **Laws** would be considered just compensation, and he asked about the possibility of acquiring Farmington rock. **Mr. Law** said he would sell Farmington rock to the City for the cemetery memorial for $150 per ton which is half of the market price.

Public Hearing

The public hearing was opened at 7:45 p.m.

George Chipman, Chairman of the Farmington Trails Committee, referred to the trails master plan for the City and asked the Council to honor the ordinances related to flag lots. He said the trail could be located at the base of the hill which would not require a retaining wall. The proposed trail would be a narrow foot trail and would provide access to the Hidden Meadows Subdivision. He said residents are much more likely to use a trail if it is convenient, and there are 19 trails in Farmington which are located next to private homes.

The public hearing was closed at 7:50 p.m., and the Council discussed various issues related to this decision, including the heavy use of Main Street by cyclists, runners, and walkers, the proximity of the trail to the home, and a possible lot-line adjustment. If the lot lines were adjusted slightly so that the front lot became 20,000 square feet, a waiver would not be necessary. **Mr. Petersen** reviewed details regarding the intent of the waiver and said the total acreage of the subject property is 1.6 acres.

Motion

Rick Dutson made a motion to approve the flag lot on property located at 661 West 1400 North and to authorize staff to appropriately rework the lot lines to create a 20,000 square foot lot. The motion was seconded by **Cory Ritz** and was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

JOHN AND SUSAN OPENSHAW REQUEST/WATER LINE REIMBURSEMENT REQUEST (Agenda Item #7)

Motion

Rick Dutson made a motion to authorize the City Manager and the City Attorney to develop an agreement between **David Tolman**, the City, and others for the reimbursement of $36,500 for a previous installation of an 8-inch water main within the Shirley Rae Drive Subdivision. The Agreement will specify that there will be a $3,000 flat fee assessment for any service laterals connecting from off of Shirley Rae Drive for services to lots not abutting Shirley Rae Drive. Any person making a connection to the water line whose property abuts Shirley Rae Drive and the water line would pay the lineal front foot cost. The reimbursement period is for 15 years.

CONSIDERATION OF COUNCIL MEMBER CORY RITZ'S REQUEST TO APPROVE RECONVEYANCE OF A 20-FOOT RIGHT-OF-WAY ON THE EAST SIDE OF PROPERTY AND TERMINATION OF THE AGREEMENT WITH THE CITY (Agenda Item #8)

Council Member **Cory Ritz** recused himself from voting on this item.

Background Information

Mayor Harbertson explained that several years ago the City built a storm water detention basin east of the D&RG railway tracks and the **Ritz** property. There was seepage from the basin onto the **Ritz** property, and the two parties entered into an agreement in December of 1999 to remedy the situation. The City agreed to install piping on the **Ritz** side of the dike to prevent additional seepage and to purchase a 20-foot right of way for a trail and a storm drain easement. **Mr. Ritz** agreed to construct a fence along the western boundary of the easement with the City reimbursing **Ritz** $7.50 per linear foot. However, conditions have changed, and the City no longer needs the trail right-of-way because of the Rail to Trails project along the D&RGW right of way. **Mr. Forbush's** recommendations were listed in the staff report, and he said approval of the request will enhance the City's right to empty storm water in that location and ensure that the City will not have to share in the cost of the fence.

Motion

John Bilton made a motion to approve the reconveyance of a 20-foot trail right-of-way on the east side of the subject property, and to install a new manhole. **Ritz** will convey drainage easements to the City at 60% of the market value of the land as determined when **Ritz** conveyed a 20-foot trail to the City, and he will release the City from the obligation to reimburse a fencing

fee of $7.50 per linear foot. The motion was seconded by **Sid Young** and approved by Council Members **Bilton**, **Dutson**, and **Young**.

REVIEW OF PROPOSED CHANGE TO THE STREET REGULATORY PLAN IN PARK LANE COMMONS AREA/PROPOSED CHANGES TO TITLE 11, CHAPTER 18 (TEXT AMENDMENT) (Agenda Item #9)

Mr. Symes said the Planning Commission approved a site plan for this Central Davis Sewer District pump station earlier this year. The original plan was to locate the station on a corner that would align with Richards Way on the east side of Station Parkway; however, this proposal would leave no room for the required sidewalk and park strip treatments. Staff's proposal is to realign what would be Richards Way on the west side of Station Parkway and leave Richards Way on the east side as a "T" intersection which would eliminate the side treatment problems and also eliminate the pump station as a corner lot. The proposal will be ready for approval at the next Council meeting.

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

10-1 Approval of June's Disbursement List
10-2 Ratification of Approvals of Construction & Storm Water Bond Agreements.
10-3 Ratification of Deferral Agreement with First Utah Bank previously signed by **Mayor Harbertson.**
10-4 Approval of Resolution amending Chapter 17 of City's Personnel Policies pertaining to the use of City equipment and supplies.
10-5 Authorization of additional Sergeant Position in the Police Department.
10-6 Declaring old police vehicles as surplus property and authorization for Staff to sell them at the TNT Auction.
10-7 Conceptual approval of Parks & Recreation Director's recommendation regarding cancellation of fees for use of Community Center.

Motion

Cory Ritz made a motion to approve the items on Summary Action List. The motion was seconded by **Rick Dutson** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

AGREEMENT WITH BLAKE MATTHEWS AND WILDING ENGINEERING PERTAINING TO COLLECTION OF FEES FOR LOMR STUDY IN FARMINGTON CREEK ESTATES SUBDIVISION (Agenda Item #11)

Motion

Sid Young made a motion to approve the Agreement with **Blake Matthews** and Wilding Engineering pertaining to the collection of fees for a LOMR Study in the Farmington Creek Estates Subdivision. The motion was seconded by **Cory Ritz**, and it was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

BUILDING INSPECTION/PLAN CHECK SERVICES AGREEMENT WITH SUNRISE ENGINEERING PERTAINING TO STATION PARK DEVELOPMENT (Agenda Item #12)

Motion

John Bilton moved to approve the Agreement with Sunrise Engineering pertaining to the Station Park Development. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

LETTER AGREEMENT WITH CENTER CAL REGARDING MISCELLANEOUS POLICIES REGARDING STATION PARK DEVELOPMENT (Agenda Item #13)

Motion

Cory Ritz moved to conceptually approve the Letter Agreement with CenterCal regarding miscellaneous policies involved with the Station Park Development with an amendment to paragraph 3 specifying $4,000 as the reimbursement amount and with the understanding that paragraph 5 requires additional work. The motion was seconded by **Rick Dutson** and was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

LETTER OF UNDERSTANDING – CRS ENGINEERS (Agenda Item #14)

Mr. Forbush checked the market values as suggested by Council Member **Rick Dutson**, and the market value of this building is $16; therefore, the $18 per square foot proposed by CRS Engineers is a fair and reasonable rate.

Motion

Rick Dutson made a motion to approve the Letter of Understanding with CRS Engineers. The motion was seconded by **John Bilton** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

CITY MANAGER'S REPORT (Agenda Item #15)

- **Cemetery report/review**

Mr. Forbush reported that several months ago the City reclaimed 106 burial sites. He said the City received two letters requesting that the Council consider an exception to the cemetery policies and procedures. One was received from Mrs. June Vowles requesting to purchase two additional burial sites beyond the limit. The second was from Mr. Leonard Rustad, a non-resident, who wanted to buy a Right to Burial on two lots. Sale of such is restricted to residents only.

Motion

Rick Dutson made a motion to deny both requests for burial sites. The motion was seconded by **Cory Ritz**, and it was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

- **900 North/1000 North water line replacement project and curb & gutter considerations**

Mr. Forbush has scheduled a meeting on September 22 at 6:00 p.m. with the Public Works Director, the Water Superintendent and the abutting property owners to determine if they would be willing to assist with the cost (estimated at $5 per lineal foot) of installing curb and gutter. He suggested a possible incentive--the City could pay for design engineering and the cost of preparing the roadway for the curb and gutter and also for backfilling the backside of the curb with topsoil. The City is paying for the cost of running the water lines, new service laterals and the restoration and replacement of the road asphalt and base material. The property owners would pay half of the cost of the curb and gutter up front, and the other half would be paid at the time the project is completed. The Council agreed that this would be a good approach, and **John Bilton** agreed to attend the meeting.

- **Reservoir site negotiations**

Mr. Forbush said he received a letter from an attorney who represents **Doug Allen**, the owner of the property on which Farmington City plans to construct a 1.5 million gallon water holding tank. He requested a meeting with City representatives.

- **Update of new City building**

Mr. Forbush said the cost of the new City building will be close to the budgeted amount. He referred to the change order list and said a decision needed to be made regarding HGC-80.

- **Tax revenues**

Mr. Forbush said City Finance Director **Keith Johnson** provided a City sales tax revenue report indicating sales tax revenues were $52,476 more than anticipated but $114,223 less than the previous fiscal year.

DISCUSSION OF NEED FOR LOMR ASSOCIATED WITH DAVIS COUNTY IMPROVE-MENTS TO STEED CREEK ADJACENT TO I-15 FRONTAGE ROAD (Agenda Item #16)

The **Mayor** referred to correspondence from City Storm Water Official **Ken Klinker** and explained that Davis County will spend $1 million to enclose Steed Creek in a 5'x3' box culvert. The area around this section of the creek is in the floodplain, and the City must monitor and document changes in the floodplain in order to keep flood insurance. When changes are made, a Letter of Map Revision (LOMR) application showing the new floodplain lines must be submitted. The County will not pay for the LOMR which could be up to $20,000. Following a brief discussion, the Council agreed the LOMR would benefit the City and property owners in the area.

MAYOR AND CITY COUNCIL REPORTS – (Agenda Item #17)

Mayor Harbertson's Report

- The Davis School District has asked for a $5/participant/season fee for the use of school district facilities beginning November 1, 2010.

- There was discussion concerning the process for hiring a new City Manager and possible selection models that may be useful. A selection committee to review the applications will include the **Mayor**, two members of the Council, the City Manager, Public Works Director, Police Chief, and the Parks & Recreation Director.

- **Rick Dutson** was assigned to head a committee including four women who have agreed to do assist with displaying artwork in the new City building.

- He asked staff if the sunset clause expired on the Woodside Development.

- He attended a meeting regarding various swoop options, a meeting with UDOT concerning the next phase of the West Davis Corridor, a meeting with the Utah Waterfowl Association and a meeting with **David Petersen** and **Craig Carter** to discuss the possibility of using Davis School District students to provide the labor to restore a home in Farmington that Lagoon plans to demolish. He asked **Mr. Symes** obtain information from the DSD superintendent.

- He thanked the Council and City staff for their attendance at the groundbreaking ceremony for the new Harmon's Grocery Store.

City Council Reports

Sid Young

- He reminded the Council that **Sherm Hoskins** is willing to raise money for the cemetery memorial. The **Mayor** said the initial design is complete, but the plans require additional work by the architect and the City Engineer **Paul Hirst** prior to the bidding process.

Rick Dutson

- There has been an increase in gang activity in the neighborhood where he lives. City policemen have also seen tagging and more activity on the west side of Farmington.

Cory Ritz

- No report

John Bilton

- He commended **David Petersen's** efforts concerning the Alley Rose home which is currently owned by UDOT.

Closed Session

Motion

A motion was made by **John Bilton** for the Council to go into a closed session to discuss the professional competency and character of an individual and to discuss strategy as it pertains to potential litigation. The motion was seconded by **Rick Dutson**, and it passed with Council Members **Bilton**, **Dutson**, **Ritz**, and **Young** voting in favor.

SWORN STATEMENT

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

_____

Scott C. Harbertson, Mayor

At 10:25 p.m. a motion to go back into open session was made by **Sid Young** and seconded by **Cory Ritz.** The motion was approved unanimously by all four Council Members present voting in favor.

Motion:

Cory Ritz moved to direct staff to send a letter as had been suggested to the Evanses stating that the City Attorney has recommended the City proceed with other processes regarding property for the "Park Lane Swoop" as had been agreed upon in a previous meeting with the City Attorney.

The motion was seconded by **Rick Dutson** and passed unanimously with all four Council Members present voting in favor.

ADJOURNMENT

There being no further business and upon a motion to adjourn the meeting was made by **Rick Dutson** with a second by **Sid Young**, the meeting was adjourned at 10:25 p.m.

_____

Margy Lomax, City Recorder
Farmington City Corporation

Agenda Item 3

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 2010

Petitioner _____

SUBJECT: Planning Commission Report

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

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

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

FARMINGTON

HISTORIC BEGINNINGS • 1847

Farmington City Planning Commission

September 16, 2010

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

AGENDA
PLANNING COMMISSION MEETING
September 16, 2010

Public Meeting at City Hall, 160 S. Main Street

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

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

Study Session

(6:00) 1. Review of conceptual Davis County administration office elevations and site plan

(6:30) 2. Review of agenda items

Regular Session

(7:00) 1. Minutes

(7:05) 2. City Council Report

SUBDIVISION APPLICATION

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

(7:20) 4. Gardner Company – (Public Hearing) – Applicant is requesting a recommendation of approval for a plat amendment to the Village at Old Farm PUD subdivision plat for the dedication of a road connecting phase 2 to the northern phase. (S-11-09)

ZONING TEXT AMENDMENT APPLICATION

(7:30) 5. Farmington City – (Public Hearing) - City staff is proposing an amendment to the Regulating Plan adopted with Chapter 18 (Mixed Use Districts) realigning a neighborhood road adjacent to the Central Davis Sewer District pump station. (ZT-4-10)

(7:40) 6. Farmington City – (Public Hearing) – City staff is proposing an amendment to the Agricultural zones establishing greenhouse/garden centers as a conditional use in the AA, AE and A zones. (ZT-5-10)

(7:50) 7. Farmington City – (Public Hearing) – City staff is proposing an amendment to Chapter 7 of the Zoning ordinance establishing a mailing radius for notices of

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PHONE (801) 451-2383 · FAX (801) 451-2747
www.farmington.utah.gov

five hundred (500) feet for site plan reviews that require Planning Commission approval. (ZT-3-10)

OTHER BUSINESS

(8:00) 8. Miscellaneous, correspondence, etc…

a. Other

9. Motion to Adjourn

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

Posted September 10, 2010

Glenn Symes

Glenn Symes, AICP
Assistant City Planner

Planning Commission Staff Report
September 16, 2010

Item 3: Merrill Law Flag Lot Subdivision

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

Request: *Applicant is requesting approval of a minor flag lot subdivision on property located at 661 West 1400 North.*

The original submittal for this subdivision was a flag lot subdivision application with the associated conservation subdivision waiver to allow a smaller front lot. Since the application was submitted, there has been much discussion regarding trails, off-site trail options, donation of Farmington rock, and several other proposals as compensation for the waiver. The matter moved through the Commission and was passed on to the City Council to allow the Mayor and Council to issue a final determination of comparable compensation. When the Council reviewed the matter at the September 7th meeting, the final proposal was that Mr. Law simply design a front lot big enough to let him avoid the request for a conservation subdivision waiver. This is the current proposal.

Mr. Law has submitted a metes and bounds description for a flag lot subdivision with the front lot at 20,000 square feet and the rear or flag lot at approximately 50,000 square feet. This proposal meets the requirements of the underlying zone and as such a conservation subdivision waiver is not necessary and no compensation is required. The standards of a flag lot are the prevailing standards the City must use to consider the flag lot. Chapter 7 of the City's Subdivision ordinance states that a flag lot may be approved where, due to unusual parcel dimensions, configuration, or topographic conditions, traditional lot design is not feasible. The subject property is approximately 70,000 square feet in size and, under standard zoning requirements excluding conservation subdivision standards, would yield three and a half lots. Mr. Law is requesting just two lots. The standard subdivision layout is not feasible due to topographic conditions, lot configuration as well as unusual parcel dimensions. Mr. Law's property meets all three of the listed standards for flag lot consideration. In addition, the layout that Mr. Law has presented meets all of the requirements listed in the Subdivision ordinance for lot dimensions, size, stem length and stem width.

Recommended Motion:

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

1. The applicant continue to work with staff to address any comments or changes to the plans necessary for compliance with the provisions set forth for flag lots.

Findings

1. The proposed flag lot meets all of the standards listed in Section 12-7-030 (10) for the consideration of a flag lot in a residential zone. Specifically:
    a. The proposed flag lot is located in a residential zone;
    b. The parcel dimensions are not typical as the property was created from the Bamberger right-of-way and is approximately 570 feet deep and 130 feet wide at the street frontage;
    c. The configuration of the parcel makes the further subdividing of the property nearly impossible unless a flag lot is approved; and
    d. Topographic conditions on and around the subject property prevent reasonable access from any other location except 1400 North.
2. The proposed flag lot meets all of the criteria required for the consideration of a flag lot as set forth in Section 12-7-030 (10). Specifically:
    a. The stem of the proposed flag lot is wider than the 20' required and will accommodate necessary emergency apparatus as needed. The stem of the flag lot is not longer than 150' as required in said section;
    b. The stem of the proposed flag lot serves only one flag lot;
    c. The Law's have been in discussion with the City's fire officials and will install the necessary fire hydrants as required;
    d. The body of the flag lot meets the dimensional standards of the underlying LR zone as set forth in said section;
    e. There is only one flag lot proposed with the subdivision.
3. The proposed flag lot as submitted does not require comparable compensation as set forth in the Conservation Subdivision standards as no waiver of the standards is necessary.
4. The minimum lot size in the underlying LR zone is 20,000 square feet. The subject property is approximately 70,000 square feet. The request for two lots on 70,000 square feet meets the standards for and the intent of the Large Residential zone in which it is located.
5. There will be no unreasonable impact created with the recordation of one additional building lot at this location.

Supplemental Information

1. Proposed metes and bounds subdivision plan (*to be provided at the meeting*)

Applicable Ordinances

1. Title 11, Chapter 12 – Conservation Subdivisions
2. Title 12, Chapter 4 – Subdivision by Metes and Bounds

Planning Commission Staff Report
September 16, 2010

Item 4: Village at Old Farm PUD Residential Phase 2 Plat Amendment

Public Hearing:	Yes
Application No.:	S-11-09
Property Address:	1600 North Main Street
General Plan Designation:	NMU (Neighborhood Mixed Use)
Zoning Designation:	NMU (Neighborhood Mixed Use)
Area:	Appx. 14 Acres
Number of Lots:	69
Property Owner:	Gardner Company
Agent:	Gardner Company

Request: *Applicant is requesting a recommendation for an amended plat for the Village at Old Farm PUD Residential Phase 2 plat for the dedication of a street stubbed to the northern phase of the Old Farm project.*

The Village at Old Farm development was master planned for both residential and commercial/office uses. The southern portion was intended as residential and has been developed as such. The northern portion was intended to be a commercial/office type of development. Within the development agreement, however, there was a provision built in to require the dedication of a roadway from the southern residential portion to the northern portion if the northern portion were to go residential. While no one knows for sure if the northern portion will ultimately go residential, the Gardner Company would like to move ahead with an amended plat to get the property dedicated. By dedicating the right-of-way now, the developer can move ahead with the construction of the last few units. Currently, there is one triplex that has not been constructed in anticipation of this roadway and further development of the northern portion. The dedication of this roadway will allow the Gardner Company to sell the final two lots and build a two-unit building instead of the three-unit building previously approved.

Possible Motion

Move that the Planning Commission recommend to the City Council approval of an amended plat for the Village at Old Farm PUD Residential Phase 2 subdivision with the following conditions:

1. All conditions of approval from any previous approval shall be placed as conditions of approval on this application.

2. The applicant continues to work with staff to finalize and record the Village at Old Farm PUD Phase 2 Amended subdivision plat.
3. The applicant must receive approval from the Farmington City Council for the plat amendment and any amendments to the development agreement that may be associated with the plat amendment.

Findings for Approval:

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

Supplemental Information

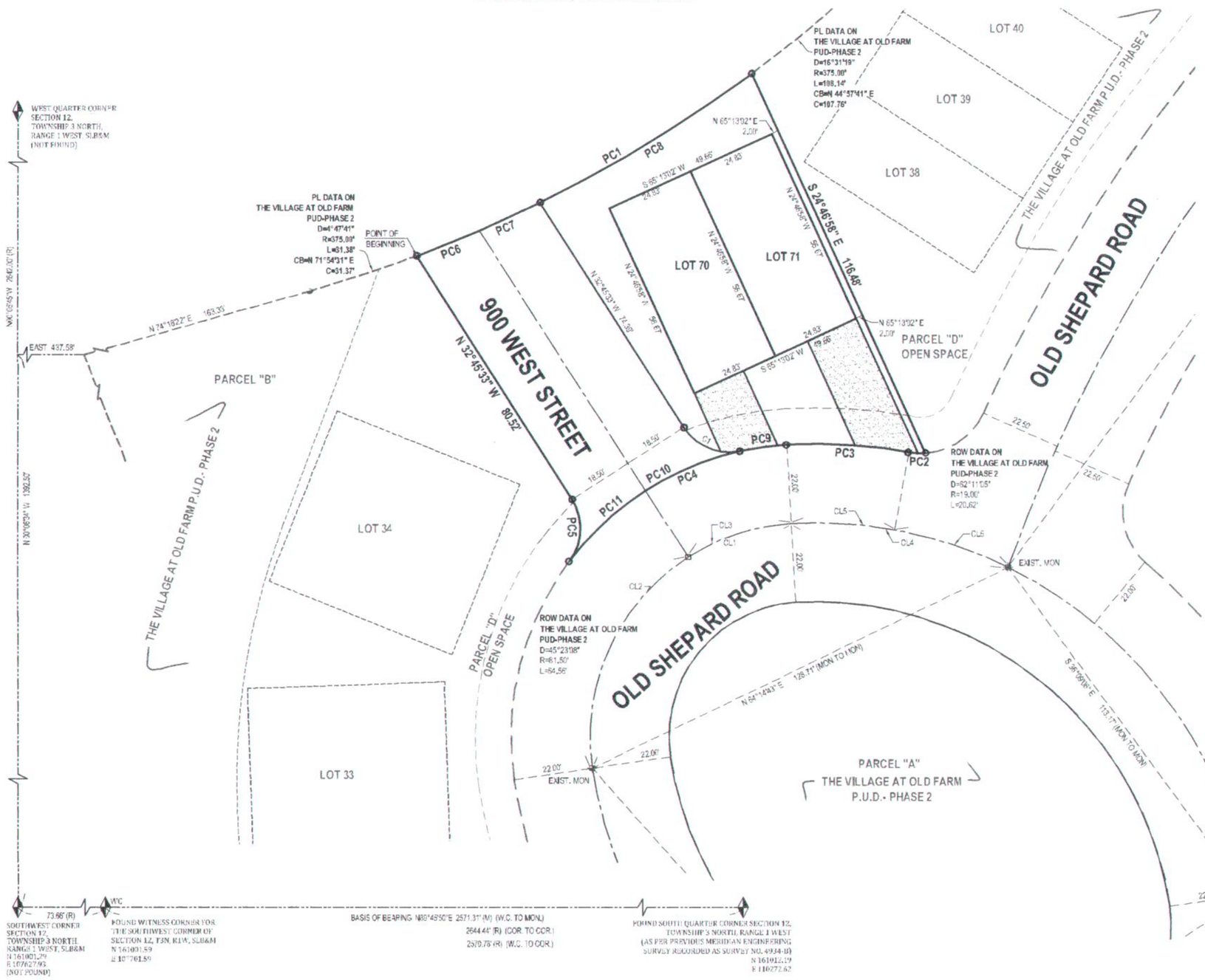
1. Original Plat
2. Proposed Amendment to the Plan
3. Development Agreement Section (see section vii)

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Utah State Code – Section 10-9a-608/609

THE VILLAGE AT OLD FARM P.U.D PHASE 2 FIRST AMENDED

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 12
TOWNSHIP 3 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH



NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- PUE/DE = PUBLIC UTILITY & DRAINAGE EASEMENT
- EASEMENTS

CURVE TABLE

CURVE #	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	18.24	15.00	10.44	17.14	S 67°35'10" E	69°41'13"
CL1	98.87	59.50	65.17	87.88	S 39°08'43" W	95°12'23"
CL2	68.23	59.50	38.42	64.55	S 24°23'29" W	65°41'55"
CL3	30.64	59.50	15.67	30.31	S 71°59'40" W	29°30'27"
CL4	62.35	121.53	31.88	61.67	N 78°33'54" W	29°22'24"
CL5	28.94	121.53	14.54	28.87	N 86°26'10" W	13°37'52"
CL6	33.42	121.53	16.81	33.31	N 71°44'58" W	15°44'32"
PC1	106.61	375.00	53.67	106.25	N 61°22'51" E	16°17'20"
PC2	4.60	19.00	2.31	4.59	N 86°33'44" W	13°53'01"
PC3	34.17	143.53	17.17	34.09	N 86°26'10" W	13°37'52"
PC4	70.87	81.50	37.85	68.63	S 61°59'17" W	49°49'15"
PC5	18.24	15.00	10.44	17.14	N 2°05'03" E	69°41'13"
PC6	18.84	375.00	9.42	18.84	N 65°04'26" E	2°52'41"
PC7	18.68	375.00	9.34	18.68	N 65°12'22" E	2°51'16"
PC8	69.09	375.00	34.64	68.99	N 58°30'02" E	10°33'23"
PC9	13.08	81.50	6.55	13.06	S 82°59'04" W	9°11'40"
PC10	28.89	81.50	14.60	28.74	S 67°23'50" W	20°18'47"
PC11	28.89	81.50	14.60	28.74	S 47°05'03" W	20°18'47"

LAND USE TABLE

PRIVATE			
	LOT 70	1,407 SQ.FT.	15.19%
	LOT 71	1,407 SQ.FT.	15.19%
LIMITED COMMON AREA			
	LOT 70	309 SQ.FT.	3.34%
	LOT 71	547 SQ.FT.	5.91%
COMMON AREA		2,332 SQ.FT.	25.19%
ROADWAY		3,257 SQ.FT.	35.18%
TOTAL		9,259 SQ.FT.	100.00%

NORTH

HORIZONTAL GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
HORZ. 1 inch = 20 ft.

DEVELOPER
CLIENT
ADDRESS
CITY, STATE, ZIP
PHONE

SURVEY RECORDING DATA

DATE.
:
DRAWING No.
:

SURVEYOR'S CERTIFICATE

I, KEITH R. RUSSELL, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 164386 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as THE VILLAGE AT OLD FARM P.U.D PHASE 2 FIRST AMENDED and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Beginning at a point on the north line of The Village At Old Farm P.U.D. Phase 2 said point being North 0°06'34" West 1392.50 feet along the Quarter Section Line and East 437.58 feet to a Northwest Corner of The Village At Old Farm P.U.D. Phase 2 and North 74°18'27" East 163.33 feet along the north line of The Village At Old Farm P.U.D. Phase 2 and northeasterly 31.38 feet along the arc of a 375.00 foot radius curve to the left (center bears North 15°41'38" West, chord bears North 71°54'31" East 31.37 feet through a central angle of 04°47'41") along the north line of The Village At Old Farm P.U.D. Phase 2 from the Southwest Corner of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running:

thence northeasterly 108.61 feet along the arc of a 375.00 foot radius curve to the left (center bears North 20°29'19" West, chord bears North 61°22'51" East 108.25 feet through a central angle of 16°17'20");
thence South 24°46'58" East 116.48 feet to the north line of Old Shepard Road;
thence northwesterly 4.60 feet along the arc of a 19.00 foot radius curve to the right (center bears North 03°30'15" West, chord bears North 86°33'44" West 4.59 feet through a central angle of 13°53'01") along the north line of Old Shepard Road;
thence northwesterly 34.17 feet along the arc of a 143.53 foot radius curve to the left (center bears South 10°22'46" West, chord bears North 86°26'10" West 34.09 feet through a central angle of 13°37'52") along the north line of Old Shepard Road;
thence southwesterly 70.87 feet along the arc of a 81.50 foot radius curve to the left (center bears South 03°15'39" East, chord bears South 61°59'17" West 68.63 feet through a central angle of 49°49'15") along the north line of Old Shepard Road;
thence northwesterly 18.24 feet along the arc of a 15.00 foot radius curve to the left (center bears North 53°04'21" West, chord bears North 02°05'03" East 17.14 feet through a central angle of 69°41'13");
thence North 32°45'33" West 80.52 feet to the north line of The Village At Old Farm P.U.D. Phase 2 to the point of beginning.

Contains 9,259 square feet 0.212 acres.

Date Keith R. Russell
License no. 164386

OWNER'S DEDICATION

Known all men by these presents that I / we, the under signed owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

THE VILLAGE AT OLD FARM P.U.D PHASE 2 FIRST AMENDED

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20_____.

By: By:

By: By:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of Davis

On the _____ day of _____ A.D., 20_____, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES. _____

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of Davis

On the _____ day of _____ A.D., 20_____, personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES. _____.

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

THE VILLAGE AT OLD FARM P.U.D PHASE 2 FIRST AMENDED

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 12
TOWNSHIP 3 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

ENSIGN

LAYTON
1485 West Hillfield Rd., Suite 204
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315
WWW.ENSIGNUTAH.COM

SALT LAKE CITY
Phone: 801.255.0529

PLEASANT GROVE
Phone: 801.796.8145

TOOELE
Phone:435.843.3590

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE LAYTON CITY ATTORNEY

LAYTON CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE CITY PLANNING COMMISSION APPROVAL

CHAIRMAN, LAYTON CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE LAYTON CITY ENGINEER

LAYTON CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE LAYTON CITY COUNCIL

CITY RECORDER CITY MAYOR

SHEET 1 OF 1

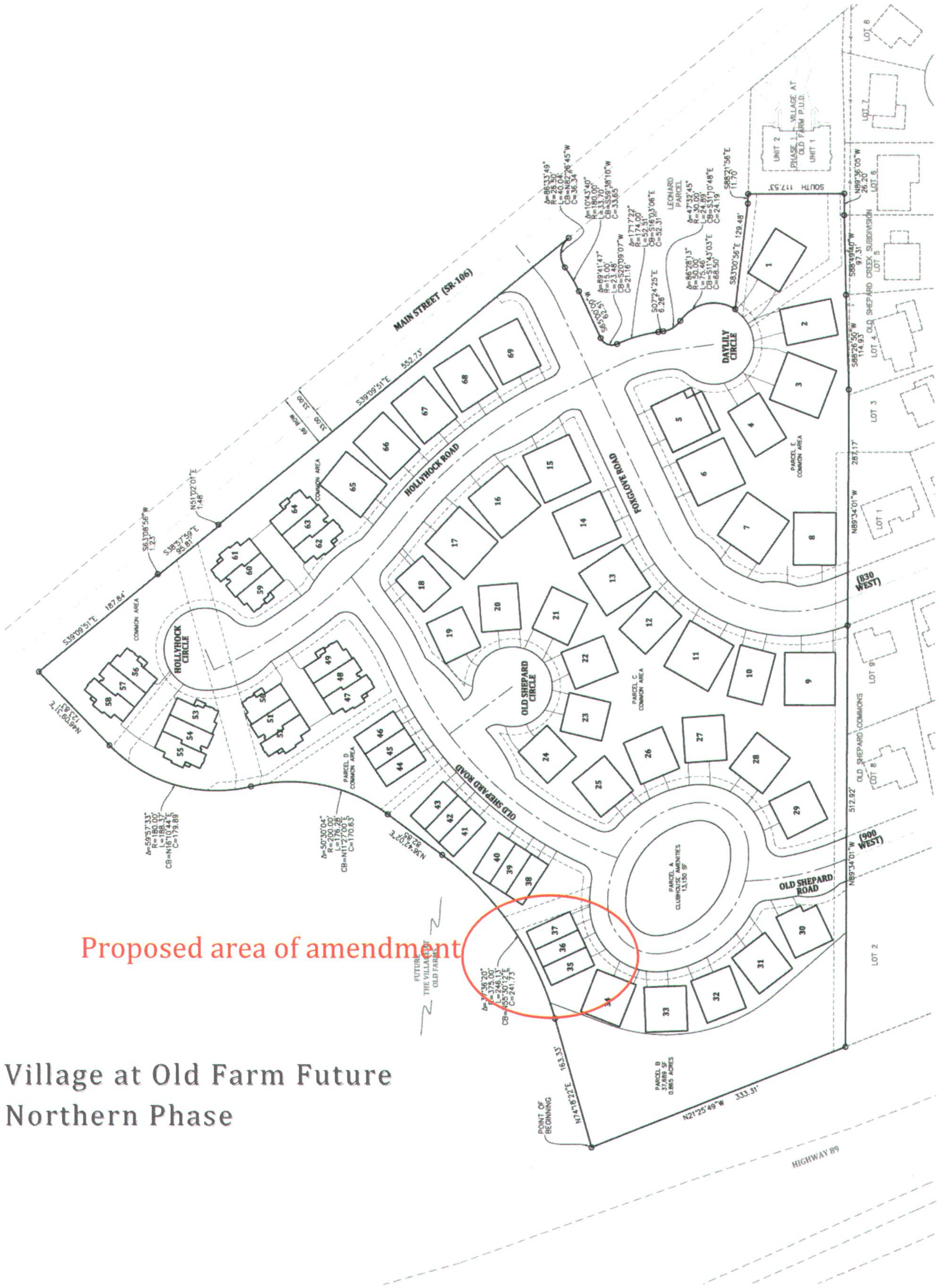
PROJECT NUMBER : 4075G
MANAGER : BE
DRAWN BY : AS
CHECKED BY : RB
DATE : 6/10/10

DAVIS COUNTY RECORDER

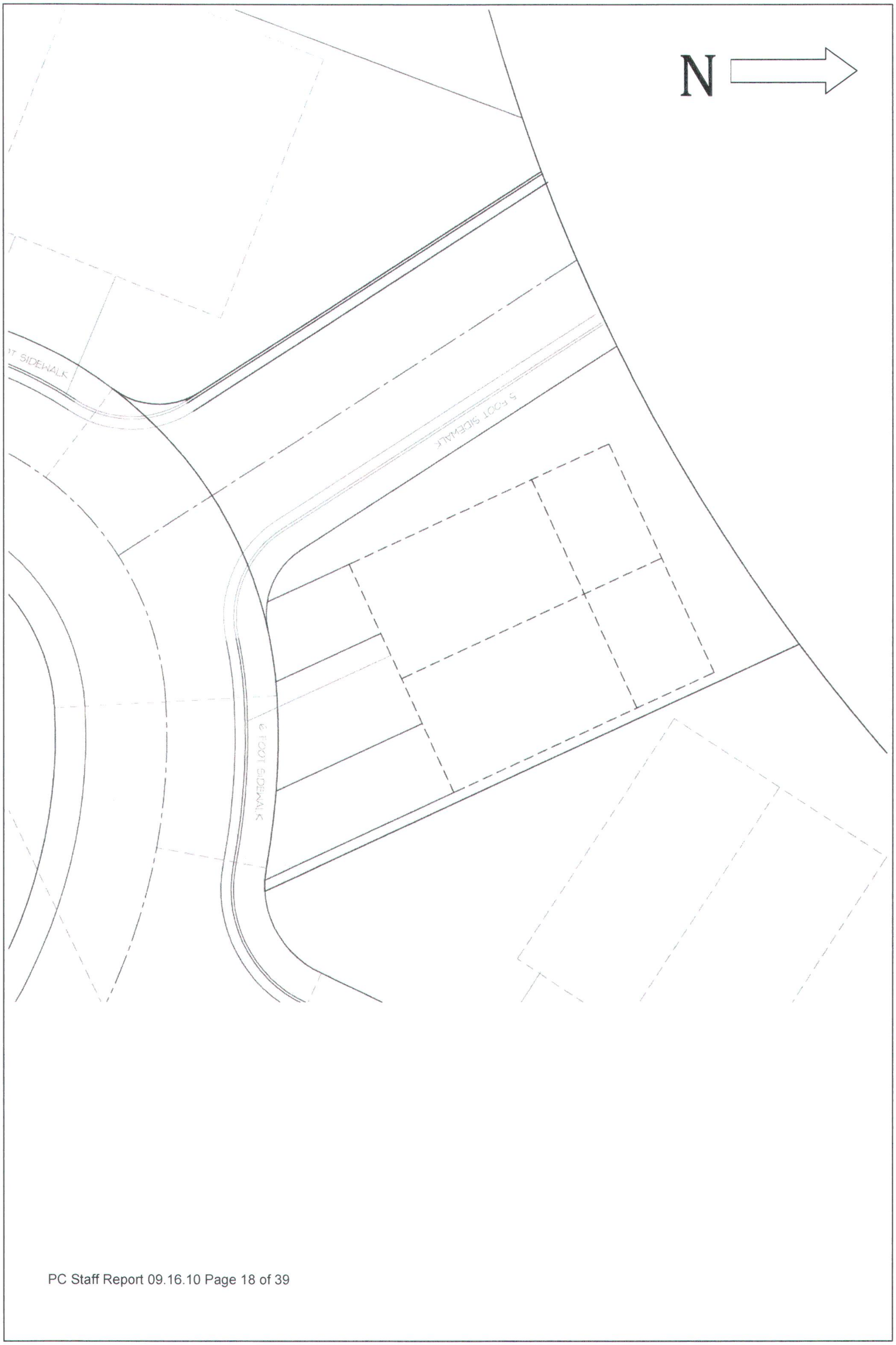
ENTRY NO. _____ FEE
FEE PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____, 20_____,
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE

DAVIS COUNTY RECORDER

BY _____
DEPUTY RECORDER



Village at Old Farm Future Northern Phase


N
T SIDEWALK
5 FOOT SIDEWALK
6 FOOT SIDEWALK

vi. Developer shall cause to be designed and constructed 2 traffic signals utilizing proper transportation and engineering principles which designs shall meet the requirements of the City's designated traffic engineer. The signal at South Mountain Road and Main Street must be approved by UDOT prior to approval of any additional site plans or final subdivision plats for the commercial area of the Project. The signal locations are shown on the Project Master Plan and will be located respectively at what is commonly known as Farmington Junction and the Somerset entrance to the Project. The City hereby agrees to enter into a separate written Reimbursement Agreement with the Developer to reimburse a portion of Developer's costs for the two signals referred to herein as more particularly set forth in the Reimbursement Agreement. Reimbursement shall not include the widening of the intersection or construction of the surface improvements including curb, gutter, sidewalk and related grading and asphalt widening. These improvements shall be Project improvements and paid for solely by Developer.

vii. Developer shall delay the construction of one of the dwellings (as designated by the City and mutually agreed to by the Developer) until such time as areas in the Project north of residential Phase 2 are developed by the Developer. This requirement may hereafter be waived in writing by the City Council at its sole discretion. In the interim, if the City finds it necessary to provide for better traffic circulation within the Project, Developer agrees to amend the necessary plats and dedicate and improve a public street connecting residential Phase 2 with future phases of the Project north of residential Phase 2 in a manner acceptable to the City.

viii. The Project Association shall own and maintain all sidewalks within the Project and be responsible for snow removal therefrom.

6.3. *Phasing*. The Property shall be developed in accordance with the Project Master Plan in phases. Phasing of the Property shall take into account orderly development of the Property, coordination in connection with the installation of infrastructure improvements, future utility capacity needs, availability of access, adequacy of utilities and related considerations, and providing of open space, parking and landscaping at various intervals of development as provided herein. The phasing of the Property shall be determined by the Developer after consultation with the City.

6.4. *Open Space and Detention Basins*. The Developer shall preserve to the City all open space shown on the Project Master Plan. The Project Association shall be responsible to maintain all open space and all detention basins located within the Project on a continuing basis in accordance with the City's Laws. The City will provide the Project Association credits for monthly storm water utility fees where appropriate.

6.5. *Alley Rose Home*. The Alley Rose Home is presently located on property owned by UDOT which will be acquired by Developer and be included as part of the Project. The City has proposed that Developer convert the Alley Rose Home into a single family residence or incorporate the structure as part of the commercial phase of the Project. A final determination regarding the future of the Alley Rose Home, which is mutually satisfactory to the City and the Developer, will be made after recommendations are received from the Farmington Historic Preservation Commission and other interested entities. The Alley Rose Home is presently located at approximately 1787 North Main Street within the City.

Planning Commission Staff Report
September 16, 2010

Item 5: Proposed Amendment to the Regulating Plan

Public Hearing:	Yes
Application No.:	ZT-4-10
Property Address:	N/A
General Plan Designation:	N/A
Zoning Designation:	N/A
Area:	N/A
Number of Lots:	N/A
Property Owner:	N/A
Agent:	Farmington City

Request: *Farmington City staff is proposing an amendment to the Regulating Plan realigning the neighborhood road proposed to be Richard's Way.*

Background Information

As was discussed previously with the Commission, staff is proposing a realignment of Richard's Way on the City's Regulating Plan. The original Regulating Plan shows a four-way intersection at the point where Richard's Way will intersect with Station Parkway. The alignment on the west side of Station Parkway, as adopted, would be directly north of the Central Davis Sewer District pump station. City staff is proposing two "T" intersections instead of the original four-way intersection. The City's engineers have recommended that the intersections be no less than 150 to 200 feet apart. As development for the area comes in, the City will be better able to determine where exactly the roads will connect and how much distance is needed.

August 26, 2010 Staff Report Information

As projects in the mixed use area continue to progress though the planning and review process, minor issues have come up that City staff and the applicants have had to address and to which all parties have had to adjust. One such instance is with the planned sewer district pump station. The Planning Commission approved a site plan for the pump station earlier this year. The site was located in a relatively central location for all of the future needs of the Mixed-use districts. The location chosen was adjacent to Station Parkway to minimize additional infrastructure as Station Parkway is being constructed with the larger trunk lines needed to supply the pump station.

The original plan was to have the pump station property on a corner that would align with Richards Way on the east side of Station Parkway. Staff was aware of this and required extra landscaping and other fencing elements. The one problem that has come up in locating the site is that Richards Way on the east side of Station Parkway is aligned with the edge of right-of-way directly adjacent to the site without the accommodation of the needed side treatments. The edge of right-of-way as proposed would leave no room for the required sidewalk and park strip along the northern property line of the pump station property. As set forth in Chapter 18, side treatments must be on private property with a public access easement over top. The edge of right-of-way, as designed, would leave enough room for the roadway but not the side treatments. The design of the pump station is such that redesigning the utilities for the location of the pump house would require significant work. Utility laterals extending into the pump house have been designed into the construction of Station Parkway and would be difficult and expensive to change. Staff's proposal is to realign what would be Richards Way on the west side of Station Parkway and leave Richards Way on the east side as a "T" intersection connecting to Station Parkway. This would eliminate the side treatment problems and also eliminate the pump station as a corner lot.

As has been shown with the approval of the Park Lane Village project, realignments of the Regulating Plan will be a common occurrence as conditions on the ground, which cannot always be known ahead of time, necessitate changes. This was anticipated and built into the Mixed Use ordinance. There are provisions that allow an application to amend the Regulating Plan with the approval of the Planning Commission as long as certain conditions are met. In addition, realignments may be proposed as long as the circulation can still be maintained and that the proximate number of intersections can be maintained. Staff understands that this may have been caught and addressed sooner. However, since no infrastructure actually exists in the area, slight modifications have been made and will continue to be made as development proceeds. With such a large area to develop, there will always be small issues to address that will be unseen until details are developed further. Staff feels that this solution will solve several problems and will be the most effective as the area continues to develop.

Suggested Motion:

Move that the Planning Commission recommend approval of an amendment to the Chapter 18 Regulating Plan realigning Richard's Way neighborhood road from a four-way intersection to two "T" intersections where it intersects with Station Parkway.

Findings

1. The amendment to the Regulating Plan will still maintain circulation in the area as intended with the Mixed Use Districts.
2. The Regulating Plan can be adjusted slightly with a PMP once development is proposed which will allow City staff to ensure proper design and site distance for the intersections.

-OR-

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

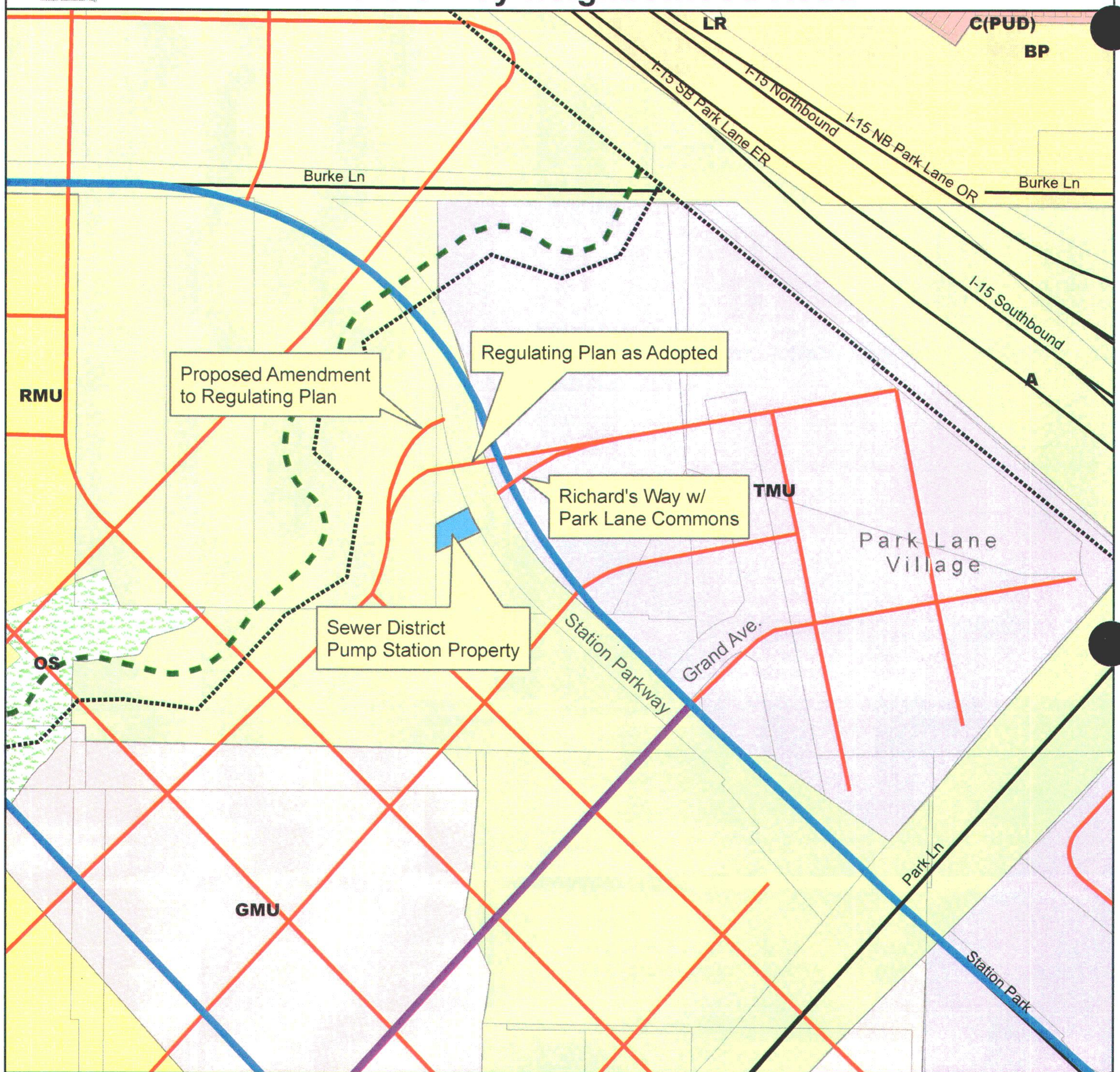
Supplemental Information

1. Proposed Amendment to Chapter 18 Regulating Plan
2. Vicinity Utility Plan

Applicable Ordinances

1. Title 11, Chapter 18 – Mixed Use Districts
2. Title 11, Chapter 6 – Zoning Ordinance and Map Amendments

Proposed Regulating Plan Realignment
Richard's Way Neighborhood Road



Legend

- City Boundary
- Parcels
- Roads
- Scenic Byway Overlay

Map not to scale

Farmington City
Planning Department
September 10, 2010

N
W E
S

Zoning

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

TOD Regulating Plan

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

Planning Commission Staff Report
September 16, 2010

Item 6: Proposed Amendment to the Agricultural Zones

Public Hearing:	Yes
Application No.:	ZT-5-10
Property Address:	N/A
General Plan Designation:	N/A
Zoning Designation:	N/A
Area:	N/A
Number of Lots:	N/A
Property Owner:	N/A
Agent:	Farmington City

Request: *Farmington City staff is proposing an amendment to the Agricultural zones, Chapter 10, adding retail greenhouse/garden centers as a conditional use.*

Staff is proposing an amendment to the City's Agricultural zones adding small scale greenhouse and garden centers as a conditional use. Currently only wholesale greenhouse uses are listed as a conditional use. A proposed greenhouse and garden center has been discussed on Rich Haws' property that would utilize the red barn and the adjacent land north of Burke Lane. The greenhouse/retail garden center is listed as a conditional use in several of the City's other zones so the proposed use is not something new to the City. In addition, greenhouses are either a permitted or conditional use in just about all of the City's zones.

A greenhouse/garden center with retail sales would include a nursery, tree and plant sales and the possibility of a Christmas tree sales lot. Staff is proposing a limit of five acres for the operation to limit the possibility of a large-scale operation. City staff feels that this is an appropriate use in an Agricultural zone and an appropriate use in the City as the use has already been established as a conditional use in other zones in the City. Any such operation would require conditional use and site plan approval.

Suggested Motion:

Move that the Planning Commission recommend approval of an amendment to Chapter 10 of the Farmington City Zoning Ordinance adding Greenhouse/Garden Centers less than 5 acres as a conditional use.

Findings

1. Greenhouses and garden centers are customary to agricultural uses and zones so the addition of such a use in Farmington's agricultural zones would be appropriate.
2. The proposed use has already been established in other zones of the City and is not a use that is inconsistent with the character of the City.
3. The limitation to five acres or smaller ensures that any proposed greenhouse or garden center operation would be small-scale and would not negatively impact surrounding properties or overburden existing infrastructure.

-OR-

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

Supplemental Information

1. Proposed Amendment to Chapter 10

Applicable Ordinances

1. Title 11, Chapter 10 – Agricultural Zones
2. Title 11, Chapter 6 – Zoning Ordinance and Map Amendments

11-10-020 Schedule of Uses

The following table identifies permitted uses by the letter "P" and conditional uses by the letter "C". The letter "X" indicates that the use is not allowed. Uses not listed shall not be allowed except as provided in Section 11-4-105(6):

USE	AGRICULTURAL ZONES		
	AA	AE	A
Accessory Dwellings	C	C	C
Accessory Living Quarters	C	X	X
Agricultural	P	P	P
Boarding kennel	X	X	C
Class "A" animals (small animals)	P	P	P
Class "B" animals (large animals)	P	P	P
Class "C" animals (commercial animals)	P	C	P
Class "D" animals (dangerous animals)	X	X	X
Commercial outdoor recreation, minor (i.e. family reunion center, outdoor reception facilities, equestrian facilities, picnic grounds, tennis courts, etc.)	C	C	C
Day-care, preschool	X	C	C
~~Greenhouse, wholesale~~Greenhouse/garden center (retail or wholesale) less than 5 acres	C	C	C
Fruit and vegetable stands for sale of produce grown on the premises	P	P	P
Home occupations complying with provisions of the Home Occupation Chapter of this Title except as specified in Section 11-35-104	P	P	P
Home occupations specified in Section 11-35-104	C	C	C
Planned Unit Development	C	C	C
Private school, Public school, or hospital	X	C	C
Public Uses	X	C	C
Trails and Parks	C	C	C
Public utility installations (not including lines and rights-of-way)	C	C	C
Quasi-public uses	X	C	C
Radio, television, and telephone transmission and relay towers and facilities except as specified in Section 11-28-190	C	C	C
Residential facilities for the elderly	X	C	C

Residential facilities for the handicapped	X	C	C
Signs complying with Title 12	P	P	P
Single-family Dwellings	P	P	P
Sportsman's kennel (three to five dogs for non-commercial use)	C	C	C
Uses customarily accessory to a listed permitted use	P	P	P
Uses customarily accessory to a listed conditional use	C	C	C
Veterinary clinic	C	C	C

Planning Commission Staff Report
September 16, 2010

Item 7: Proposed Amendment to the Site Plan Noticing Requirements

Public Hearing:	Yes
Application No.:	ZT-3-10
Property Address:	N/A
General Plan Designation:	N/A
Zoning Designation:	N/A
Area:	N/A
Number of Lots:	N/A
Property Owner:	N/A
Agent:	Farmington City

Request: *Farmington City staff is proposing an amendment to Chapter 7, Site Development Standards, to establish a mailing radius of 500' for site plan reviews.*

Over the past several weeks, staff has been reviewing the noticing procedures for the City to determine if any changes need to be made. The purpose of the review was to evaluate the procedure and determine if changes could be made that would better inform the residents as to what is happening that may affect them. Another goal was to try to resolve problems with noticing on the west side of the City where a standard notice may hit very few adjacent properties due to the size of the parcels.

Staff presented a chart of the procedures and reviewed the information with both the Planning Commission and City Council. Members of both the Commission and Council expressed concern over the limited mailing radius typically used for some more impactful developments. Staff presented some ideas to address the problem. One such proposal was to give the Planning Commission chair and the Mayor the ability to increase the radius if there was a project proposed that either the chairman or the Mayor felt needed further notice. The Planning Commission by-laws contain such a provision. However, upon the review of the City's legal counsel, this proposal was considered too arbitrary. As a result of the discussions with the City's legal counsel a proposal to tie noticing to application type is being proposed.

Staff is proposing a required noticing radius for mailed notices of five hundred (500) feet for site plan reviews for any site plan that required Planning Commission review. A site plan review is required for all applications other that single-family and two-family dwellings. The site plan noticing requirement for site plan reviews would go above and beyond the noticing radius for conditional uses. As part of the discussion with the Commission and Council, staff pointed out that there are many conditional uses listed in the City's zoning ordinance that most likely would not need an increased noticing radius beyond 300 feet. Things like home occupations for child-care or outdoor swim lessons, exceptions to a sign or fence ordinance and many other similar applications. There are conditional uses that pertain just to the

use and not necessarily to a site plan. Because of this, staff is proposing to leave the conditional use noticing as is and amend just the site plan requirements. If an application requires both a conditional use and a site plan review, the site plan review standard would take precedent over the conditional use standard. This allows other conditional use permits to follow the standard procedure and increase the radius for those conditional uses associated with site plans.

One additional change to the ordinance is in Chapter 6 under the City Council noticing requirements for zone text and zoning map amendments. The current City ordinance requires a 14 day notice while the state only requires a 10 day notice. Staff is proposing an amendment from the 14 day requirement to the 10 day requirement as set forth in the state code.

Suggested Motion:

Move that the Planning Commission recommend approval of an amendment to Chapter 7 of the Farmington City Zoning Ordinance establishing a five hundred (500) foot noticing radius for mailed notices associated with site plans requiring Planning Commission review and an amendment to Chapter 6 amending the 14 day noticing requirement to a 10 day noticing requirement for zone text and zoning map amendments.

Findings

1. The noticing radius of 500' goes beyond what has typically been done in Farmington and most other communities.
2. The increased noticing radius will allow a greater number of residents to be aware of potentially impactful development.
3. The amendment to the site plan review requirement allows less impactful conditional use permits to have a traditional mailing radius.

-OR-

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

Supplemental Information

1. Proposed Amendment to Chapter 7
2. Proposed Amendment to Chapter 6
3. Noticing matrix showing the proposed amendment

Applicable Ordinances

1. Title 11, Chapter 7 – Site Development Standards
2. Title 11, Chapter 6 – Zoning Ordinance and Map Amendments

11-7-104 Site Development Plan Review Process

(6) The Planning Commission shall review all Conditional Uses., ~~as well as all~~The Planning Commission shall also review all multiple-family residential, commercial, commercial recreation, office, agricultural use, or industrial Permitted Uses which are subject to the requirements of this Chapter unless such review is waived by the Commission and is delegated to the Planning Department. A notice shall be sent to all adjacent property owners within five hundred (500) feet of the subject property for all site plan reviews considered by the Planning Commission. After adequate review, an application may be approved, approved with conditions, continued for further study, or disapproved for the use and/or site plan.

11-6-020 Procedure for Proposed Amendments

(e) City Council Review. Except as provided herein, the City Council shall review the proposed amendment to the Zoning Ordinance or Zoning Map and shall schedule and hold a public hearing on the propose amendment. The City Council shall provide reasonable notice of the public hearing at least ~~fourteen (14)~~ ten (10) days before the date of the hearing. After the public hearing, the City Council may make any modifications to the proposed amendment to the Zoning Ordinance or Zoning Map that it considers appropriate and in accord with the City General Plan and may thereafter adopt the amendment as proposed, modify the amendment and adopt or reject the modified amendment, or reject the proposed amendment.

	Bylaws Requirements	Zoning, Subdivision Requirement		Utah State Code Requirements		Customary Notice	
	PC	PC	CC	PC	CC	PC	CC
Non-subdivision Applications							
Zone Map Change	300' mailing		Public hearing, 10 day newspaper notice		10 day newspaper notice	300' mailing, 10 day newspaper notice	300' mailing, 10 day newspaper notice
Zone Text Change			Public hearing, 10 day newspaper notice		10 day newspaper notice	300' mailing, 10 day newspaper notice	300' mailing, 10 day newspaper notice
General Plan Map Amendment	Public hearing			10 day newspaper notice	10 day newspaper notice	300' mailing, 10 day newspaper notice	300' mailing, 10 day newspaper notice
General Plan Text Amendment	Public hearing			10 day newspaper notice	10 day newspaper notice	300' mailing, 10 day newspaper notice	300' mailing, 10 day newspaper notice
Conditional Use	300' mailing	Public hearing				300' mailing	
Site Plan Concept		Public hearing, 500' Mailing				500' Mailing	
Site Plan (Comm, Indust, Apt)		Public hearing, 500' Mailing				500' Mailing	
Site Plan (Dw. Gp., Major Site Plan)		Public hearing, 500' Mailing				500' Mailing	
Temporary Use (Conditional Use)		Public hearing				300' mailing	
BOA Applications:							
Appeals		7 day mailing				300' mailing (BOA)	
Variance						300' mailing (BOA)	
Nonconforming Use							
Street Vacation/Naming	Utilities & Abutting Property Owners within a reasonable time				10 day mailing + 10 day newspaper, property posting, mailing to properties that access the ROW, affected entities		10 day mailing + 10 day newspaper, property posting, mailing to properties that access the ROW, affected entities

	Bylaws Requirements	Zoning, Subdivision Requirement		Utah State Code Requirements		Customary Notice	
	PC	PC	CC	PC	CC	PC	CC
Subdivision Applications							
Lot Line Adjustments							
Plat Amendment					10 mailing + 10 day protest period if not all owners sign plat	10 mailing + 10 day protest period if not all owners sign plat	10 mailing + 10 day protest period if not all owners sign plat
Metes and Bounds w/o improvements	300' mailing	Public hearing				300' mailing	300' mailing
Minor Subdivision (1-9 Lots)							
Schematic/Yield Plan		300' mailing	300' mailing			300' mailing	300' mailing
Plat	300' mailing					300' mailing	
Major Subdivision (10+ Lots)							
Schematic/Yield Plan		300' mailing	300' mailing			300' mailing	300' mailing
Preliminary Plat	300' mailing					300' mailing	
Final Plat							
Planned Unit Development							
Schematic/Yield Plan		300' mailing	300' mailing			300' mailing	300' mailing
Prelim Plat / Prelim PUD Master Plan	300' mailing	Public hearing	Public hearing, 14 day newspaper notice			300' mailing	300' mailing, 14 day newspaper notice
Final Plat / Final PUD Master Plan							
Flag Lots							
Schematic Plan		300' mailing	300' mailing			300' mailing	300' mailing
Plat	300' mailing	300' mailing				300' mailing	
Project Master Plan		Public hearing				300' mailing	

Agenda Item 4

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 2010

Petitioner _____

SUBJECT: Public Hearing: Consideration of Cable Franchise Agreement with Comcast of Wasatch, Inc

ACTION TO BE CONSIDERED:

Minute motion approving the agreement.

GENERAL INFORMATION:

1. Municipalities generally like to have franchise agreements with private utility companies to govern their operations within the City's public streets. Accordingly, the City Attorney's office has negotiated for and in behalf of the City the enclosed Comcast Franchise Agreement. The City Attorney is recommending holding the public hearing prior to approving the agreement.

2. The more salient parts of the agreement have been summarized by the City Attorney upon request of the City Council. Please review carefully.

3. The City Manager recommends approval of the Franchise Agreement. Keep in mind there are Federal communication rules and laws that the City must abide by. The City Manager believes the City Attorney has done a good job in keeping them in mind as the Franchise Agreement has been written. Again, it has been a mutual partnership of Comcast and the City Attorney's office drafting the Franchise Agreement that meets both Federal law and City requirements. If there are policy issues that need to be talked about, it would be appropriate to flag them before hand and bring them to the attention of the Mayor and/or City Manager.

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

Max Forbush

From: Lisa Romney [lromney@mhlaw.net]
Sent: Tuesday, August 24, 2010 12:45 PM
To: mforbush@farmington.utah.gov
Cc: Dansie, Scott
Subject: Comcast Franchise and Summary

Max, attached is a clean version of the Comcast Franchise Agreement for consideration by the City Council at its September 21, 2010, meeting. As discussed, please make sure this matter is noticed and advertised as a public hearing. As requested, I have also attached a one-page sheet with bullet points of the important provisions of the document. Call me if you have any questions.

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

Comcast Franchise Agreement
Summary

- Agreement between Farmington City and Comcast of Wasatch, Inc.
- Adoption requires adequate notice and an opportunity for public comment
- Many provisions of franchise are governed by federal Cable Communications Act
- Cable facilities and systems are also governed by and must comply with federal regulations
- Grants a nonexclusive franchise to construct and operate a cable system within the City rights-of-way and utility easements
- Grants right to erect, install, construct, repair, replace, reconstruct, and maintain facilities and equipment within the City rights-of-ways as necessary or appurtenant to cable system
- Subject to competitive equity clause that requires City to ensure that any other cable franchise granted by the City to another entity is substantially similar in material terms and conditions and does not provide or grant an unfair advantage to either party; regulatory and financial burdens on each entity must be materially equivalent
- Term of franchise is 5 years with effective date starting October 1, 2010
- Comcast still required to obtain an excavation permit from the City prior to any work or construction within the City rights-of-way
- Comcast is required to restore and repair any damage to rights-of-way to a condition reasonably comparable to the condition of the right-of-way prior to such disturbance
- Comcast is required to relocate its facilities at its expense upon 5 days written notice when lawfully required by the City for reasons of public convenience and necessity, traffic conditions, and installation of city facilities or infrastructure
- Comcast is required to relocate its facilities for third parties at the expense of the third party upon 10-45 days notice, depending on temporary or permanent nature of relocation
- Unless otherwise provided, all facilities and equipment shall be installed underground
- Facilities and equipment may be installed above-ground in areas where all of the transmission or distribution facilities of other cable, telecom, or electrical companies are above-ground
- Certain limited ground-mounted appurtenances, such as subscriber taps, line extenders, system passive devices, power supplies, pedestals, etc. may be placed above-ground, but must be of such size, design and location as to minimize visual and physical impact on adjacent properties and insofar as is technically and economically feasible and safe
- Comcast must extend its system and provide availability of services to additional subscribers when there is at least 11 residences located within 1320 cable-bearing strand feet (1/4 mile) from its trunk or distribution cables
- Comcast is required to provide, without charge, one outlet of basic and expanded service to city hall, public works building, police station, fire stations, and public schools, so long as such buildings are within 125 cable feet from feeder cable

- Custom
  er service standards are provided regarding Comcast services to subscribers
- City
  may request a cable channel to be used for educational and governmental cable programming; additional channels may be requested upon showing of need and usage
- As
  provided by law, Comcast is required to pay a franchise fee equal to 5% of Comcast's annual gross revenue to be paid in quarterly installments
- The
  City retains the right to inspect and audit Comcast's books and records
- Franchi
  se may be renewed in accordance with provisions of federal Cable Act
- Termin
  ation by City only for material breach; 60 day cure period
- Comcas
  t can terminate upon 6 months notice
- Comcas
  t is required to have adequate insurance consistent with governmental immunity limits
- Comcas
  t is required to indemnify and hold the City harmless from and against claims and damages which arise out of or caused by Comcast operation of cable system and use of rights-of-way

CABLE FRANCHISE AGREEMENT
BETWEEN CITY OF FARMINGTON, UTAH
AND COMCAST OF WASATCH, INC.

THIS CABLE FRANCHISE AGREEMENT ("Franchise") is between the **CITY OF FARMINGTON, UTAH,** hereinafter referred to as "the Franchising Authority," and **COMCAST OF WASATCH, INC.,** hereinafter referred to as "the Grantee." The Franchising Authority and the Grantee may be referred to herein together as "the Parties."

RECITALS

WHEREAS, the Franchising Authority previously entered into that certain Franchise Agreement dated July 5, 1995 ("Original Franchise"), with Wasatch Community T.V., Inc., dba TCI Cablevision of Utah, Inc., which Original Franchise was subsequently assigned to and assumed by the Grantee; and

WHEREAS, the Original Franchise was to expire by its terms on December 31, 2009, and the Parties entered into that certain Franchise Extension Agreement extending the term of the Original Franchise to March 31, 2010; and

WHEREAS, the Parties desire to enter into a new franchise agreement for the continued operation and functioning of Grantee's cable facilities and services within the City of Farmington; and

WHEREAS, the Franchising Authority hereby acknowledges that Grantee has substantially complied with the material terms of the Original Franchise and that Grantee appears to have the financial, legal, and technical ability reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Franchising Authority has provided the public adequate notice and an opportunity for comment on Grantee's services and the proposed Franchise as set forth herein; and

WHEREAS, the Franchising Authority desires to enter into this Franchise with the Grantee for the construction and operation of a Cable System on the terms set forth herein and in accordance with applicable laws, rules and regulations, including, but not limited to the Cable Act, as more particularly defined herein.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Franchising Authority and the Grantee hereby agree as follows:

SECTION 1

Definition of Terms

1.1 Recitals. The Recitals set forth above are hereby incorporated by reference into the terms and provisions of this Franchise.

1.2 Definitions. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The terms, phrases, words and abbreviations defined herein are intended to conform to and comply with the definitions and terms of the Cable Act, as more particularly defined herein. In the event of conflict, the provisions of federal law and regulations shall govern.

A. "Affiliate" when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

B. "Basic Cable Service" means the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.

C. "Cable Act" means collectively Title VI of the Communications Act of 1934, as set forth in 47 U.S.C. §§ 609, *et seq.*, as amended, the Cable Communications Policy Act of 1984, as set forth in 47 U.S.C. §§ 521, *et seq.*, as amended, the Cable Television Consumer Protection and Competition Act of 1992, as set forth in 47 U.S.C. §§ 546, *et seq.*, as amended, and applicable federal regulations and orders promulgated pursuant thereto.

D. "Cable Service" means (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

E. "Cable System" means the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

F. "FCC" means Federal Communications Commission or successor governmental entity thereto.

G. "Franchising Authority" means City of Farmington, Utah, or the lawful successor, transferee, or assignee thereof.

H. "Grantee" means Comcast of Wasatch, Inc., or the lawful successor, transferee, or assignee thereof.

I. "Gross Revenue" means any and all revenues of Grantee, as determined according to generally accepted accounting principles consistently applied, derived directly or indirectly by the Grantee or Affiliate of the Grantee that would constitute a Cable Operator of the Cable System under the Cable Act, arising from or attributable to operation of the Cable System to provide Cable Service in the Service Area. Gross Revenue shall also include such revenue sources from the provision of Cable Service as may now exist or hereafter develop from or in connection with the operation of the Cable System within the Service Area, provided that such revenues, fees, receipts, or charges may lawfully be included in the gross revenue base for purposes of computing the Franchising Authority's permissible Franchise Fee under the Cable Act. Gross revenue shall include revenue from subscriptions, installations, rentals, and revenue from other sources, such as leased access, advertising, commissions, and home shopping revenue.

Gross Revenue does not include any franchise fees or taxes which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency. Gross Revenue does not include revenues which cannot be collected by the Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in Gross Revenue for the collection period.

J. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

K. "Public Right-of-Way" shall mean a municipal street, alley or right-of-way within the Franchising Authority's boundaries dedicated to the public and any utility easements within the Franchising Authority's boundaries wherein the Franchising Authority has acquired the right and authority to locate or permit the location of utilities consistent and compatible with cable and/or telecommunications facilities. Public Right-of-Way shall not include any real or personal property of the Franchising Authority that is not specifically described herein and shall not include Franchising Authority parks, trails, bike paths, buildings and other structures or improvements, regardless of whether they are situated in the public right-of-way.

L. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.

M. "Subscriber" means a Person or user of the Cable System who lawfully receives Cable Service on the Cable System with the Grantee's express permission.

SECTION 2

Grant of Franchise

2.1 Grant. Subject to the terms and conditions of this Franchise, the Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, or under Public Rights-of-Way within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Right-of-Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

2.2 Competitive Equity. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises or other similar lawful authorization to provide Cable Services within the Service Area. In the event the Franchising Authority grants one or more such additional franchises for Cable Services, the material terms and conditions thereof should be comparable to those contained herein, in order that one operator is not provided or granted an unfair competitive advantage over another, and to provide all parties equal protections under the law. The Franchising Authority agrees that within ninety (90) days of the Grantee's request, the Franchising Authority shall amend this Franchise to include any material terms or conditions that the Franchising Authority makes available to the new entrant, or provide relief from existing material terms or conditions, to the extent necessary to provide that the regulatory and financial burdens on each entity are materially equivalent. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

2.3 Term. The Franchise granted hereunder shall be for a term of five (5) years commencing on the Effective Date of the Franchise as set forth in Section 8.15, unless otherwise lawfully terminated or renewed in accordance with the terms of this Franchise.

2.4 Compliance with Laws. Grantee shall comply with all applicable federal, state and local laws regarding the installation, maintenance and operation of Grantee's Cable System and providing Cable Services to Subscribers within the Service Area. Grantee shall comply with the terms of any lawfully adopted generally applicable local ordinance and any ordinances adopted pursuant to the Franchising Authority's police power as more particularly set forth in Section 2.5.

2.5 Police Powers. Nothing in this Franchise shall be construed as an abrogation by the Franchising Authority of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary by the Franchising Authority as a municipal and political subdivision of the State of Utah, for the health, safety, and welfare of the public. Grantee shall comply with all generally applicable laws and ordinances enacted by the Franchising Authority pursuant to such police power.

2.6 Authority Over Non-Cable Services. Nothing in this Franchise shall be construed as a waiver of any right that the Franchising Authority may have to regulate or receive compensation for non-cable services to the extent authorized by applicable law. Grantee shall comply with and be subject to any and all applicable and local, state and federal laws, rules and regulations regarding such non-cable services and all permitting, franchise and tax requirements regarding the same.

2.7 Authority to Manage Rights-of-Way. The Franchising Authority enters into this Franchise pursuant to its powers to manage its Public Rights-of-Way, pursuant to common law, the Utah Constitution, and statutory authority, including, but not limited to *Utah Code Ann.* § 10-8-11 and § 10-8-15, as amended. This Franchise shall be construed in light of applicable federal and state laws and regulations regarding Cable Systems and Cable Service, including, but not limited to the Cable Act, as more particularly defined herein. To the extent applicable, the provisions of this Franchise are also intended to comply with the Utah Municipal Cable Television and Public Telecommunications Services Act, as set forth in *Utah Code Ann.* §§ 10-18-101, *et seq.*, as amended.

SECTION 3

Use of Public Rights-of-Way and Standards of Service

3.1 Conditions of Occupancy. The Cable System installed by the Grantee within the Public Right-of-Way pursuant to the terms of this Franchise shall be located so as to cause a minimum of interference with the proper use of Public Rights-of-Way and with the rights and reasonable convenience of property owners who own property that adjoins any such Public Rights-of-Way. All wires, conduits, cable, and other property and facilities of the Grantee constituting the Cable System shall be located, constructed, installed, and maintained so as not to endanger or unnecessarily interfere with usual and customary use, traffic, and travel upon the Public Right-of-Way. No Cable System shall be located where it will interfere with the rights of property owners or with gas, electric, or telephone fixtures, or with water hydrants or mains, sewer facilities, or any other service, utility or facility that benefits the Franchising Authority's or its resident's health, safety and welfare. Notwithstanding the grant of authority set forth in this Franchise, no Public Right-of-Way shall be used by Grantee if the Franchising Authority, in its sole discretion, determines that such use is inconsistent with the terms, conditions, or provisions by which such Public Right-of-Way was created or dedicated, or presently used. Nothing contained in this Franchise should be construed as granting to Grantee any rights whatsoever to the use of any private property without the express consent of the owner thereof. In the event the Grantee's Cable System creates a hazardous or unsafe condition or an unreasonable interference with property, then at its own expense, the Grantee shall voluntarily, or upon the request of the Franchising Authority, remove that part of the Cable System that creates the hazardous condition or interference from the subject property.

3.2 Excavation Permit Ordinance. Grantee shall be required to obtain an Excavation Permit from the Franchising Authority prior to conducting or commencing any work within the Public Right-of-Way in accordance with applicable provisions of the Franchising Authority's Excavation Permit Ordinance as set forth in Title 8, Chapter 5, as amended ("Excavation Permit Ordinance"). All construction, installation, maintenance, operation, alteration, repair or reconstruction of the Cable System or any other work conducted or performed by Grantee shall

comply with the Excavation Permit Ordinance and any Excavation Permit issued thereunder.

3.3 **Prior Approval.** Prior to construction or alteration of the Cable System, or any portion thereof, Grantee shall in each case, file plans with the Franchising Authority's Public Works Department and receive written approval of such plans, which approval by the Franchising Authority shall not be unreasonably withheld. Issuance of an excavation, construction, or similar permit as required by Franchising Authority Ordinance, shall constitute such written approval.

3.4 **Notification of Residents.** Grantee shall make reasonable best efforts to individually notify all residents affected by any proposed substantial construction, installation, alteration or work on the Cable System in writing prior to the commencement of that work provided that such prior notification will not unnecessarily delay repairs or restoration of existing services or slow expeditious remedy of unsafe conditions.

3.5 **Restoration of Public Rights-of-Way**. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Right-of-Way by the Grantee, Grantee shall replace and restore such Public Right-of-Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Right-of-Way existing immediately prior to such disturbance and in a manner reasonably approved by the Franchising Authority's Public Works Director. Grantee shall also restore and repair any adjacent private property disturbed or damaged during the course of Grantee's construction, operation or maintenance of the Cable System to a condition reasonably comparable to the condition of such property existing immediately prior to such disturbance or damage. If the Grantee fails to restore any portion of the Public Right-of-Way, the Franchising Authority, upon ten (10) days written notice, restore the Public Rights-of-Way and bill the Grantee for the costs incurred by the Franchising Authority in performing such restoration. The Grantee shall be required to reimburse the Franchising Authority for such costs within thirty (30) days from receipt of invoice.

3.6 **Relocation for the Franchising Authority**. Upon its receipt of reasonable advance written notice, to be not less than five (5) business days, the Grantee shall, at its own expense, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Right-of-Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of public convenience and necessity, traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures, improvements or projects which are not used to compete with the Grantee's Cable Service.

3.7 **Relocation for a Third Party**. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Right-of-Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this Section, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than forty-five (45) days for a permanent relocation.

3.8 Trimming of Trees and Shrubbery. After obtaining the prior written consent of the Franchising Authority, the Grantee shall have the authority to trim trees or other natural growth within or encroaching upon the Public Right-of-Way in order to construct, access and maintain the Cable System. The Grantee shall reasonably compensate the Franchising Authority for any damage caused by such trimming, or shall, in the Franchising Authority's sole discretion and at Grantee's own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction, access or maintenance of the Cable System undertaken by the Grantee. Grantee shall also comply with the restoration provisions and requirements of Section 3.5 in connection with any disturbance of or damage to public or private property caused by any trimming activities conducted by Grantee. Nothing herein shall give the Grantee the right to trim trees or shrubs not located within or encroaching upon the Public Rights-of-Way without the prior written consent of the owner of such trees or other natural growth. The Grantee shall make a reasonable best effort, including written notice, to notify owners of property adjacent to trees that will be subject to significant trimming at least seventy-two (72) hours prior to doing the work. As used herein, "significant trimming" is any trimming of trees beyond minor cuts that do not substantially change the aesthetic character of the tree or damage or injure the tree. All trimming and pruning of trees shall comply with the American National Standard for Tree Care Operation (ANSI A300), or comparable generally accepted compendium, and shall be conducted under the direction of an arborist certified with the International Society of Arboriculture.

3.9 Quality and Safety. All work involved in the construction, operation, maintenance, repair, upgrade and removal of the Cable System shall be performed by Grantee in a safe, thorough, and reliable manner using materials of good and durable quality. All such work shall comply with applicable federal, state, and local regulations and the National Electric Safety Code, then in force. Grantee shall install and maintain all parts of its Cable System in a safe and non-dangerous condition throughout the entire period of the Franchise and any holdover period. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.10 Applications and Permits. Prior to construction, in each case, all applicable permits shall be applied for and obtained and all fees shall be paid. For any and all construction within the Public Rights-of-Way, Grantee shall comply with the Excavation Permit Ordinance as more particularly defined in Section 3.2. All other codes and ordinances of the Franchising Authority that pertain to such construction shall be complied with. In the event of an emergency, Grantee shall be required to apply for and obtain all applicable permits and pay all applicable fees for the construction or work conducted by the Grantee by the next business day from the date of the emergency and the commencement of work conducted in response thereto.

3.11 Aerial and Underground Construction.

A. Unless otherwise specifically provided herein, all facilities and equipment constituting Grantee's Cable System shall be installed underground.

B. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electronic services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground.

C. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing cable services, telephone communications, and electric services are above ground, the Grantee likewise may construct, operate and maintain its transmission and distribution facilities above ground.

D. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Grantee shall consult with the City Engineer to determine whether the construction will be aerial or underground. Wherever possible depending on the season and the location, facilities shall be constructed and maintained underground. If the reason for not putting the facilities underground is seasonal, subject to Franchising Authority waiver as weather and other conditions may require, the Grantee shall make reasonable efforts to move such facilities underground as weather permits, but no later than June 30 of the next summer.

E. With respect to any cables, wires and other like facilities constructed and installed by Grantee above ground, the Grantee shall, at its sole cost and expense except as provided by law or entitlement, reconstruct and install such cables, wires or other facilities underground pursuant to any project under which the cables, wires or other like facilities of such utilities are placed underground within an area. The duty of the Grantee to place its cables, wires and other facilities underground shall arise only if all like facilities of utilities which are existing above ground are placed underground. For purposes of this Section, "like facilities" shall mean cable, telecommunications or electrical facilities and utilities.

F. For the purposes of this Franchise, with the exception of service drops, facilities to be placed "underground" shall be at least eighteen (18) inches below the surface grade.

G. Nothing herein shall be deemed to expressly or impliedly authorize the Grantee to construct or install poles or wire-holding structures within the Public Right-of-Way for purposes of placing cables, wires, lines or otherwise, without the written consent of the Franchising Authority. Such consent shall be given upon such terms and conditions as the Franchising Authority, in its sole discretion, may prescribe.

H. Grantee may construct, operate, and maintain certain limited ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, and pedestals above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as to minimize visual and physical impact on adjacent yards and landscapes insofar as it is technically and economically feasible and safe.

3.12 <u>Required Extensions of the Cable System</u>. Whenever the Grantee receives a request for Cable Service from a Subscriber in a contiguous unserved area where there are at least eleven (11) residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service

Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.13 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily or on a discriminatory basis. However, if an area does not meet the density requirements of subsection 3.12 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 11. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.14 Technical Standards. The Grantee is responsible for insuring that the Cable System is designed, installed and operated in a manner that fully complies with the Cable Act, including, but not limited to, FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations, as revised or amended from time to time. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules.

3.15 Service to Public Buildings.

The Grantee shall, upon request, provide without charge, one outlet of Basic and Expanded Basic Service to City Hall, the Public Works/Parks and Recreation Building, and any Franchising Authority offices, buildings, fire station(s), police stations(s), and public school building(s) that are passed by its Cable System. The outlets of Basic and Expanded Basic Service shall not be used to distribute or sell services in or throughout such buildings, nor shall such outlets be located in areas open to the public. Users of such outlets shall hold the Grantee harmless from any and all liability or claims arising out of their use of such outlets, including but not limited to, those arising from copyright liability. The Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said building or premises exceeds one hundred twenty-five (125) cable feet unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of one hundred twenty-five (125) cable feet. If additional outlets of Basic and Expanded Basic Service are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials.

3.16 Emergency Use.

A. At all times during the term of this Franchise, Grantee shall provide and maintain, in accordance with the Cable Act, including, but not limited to, the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, as may from time to time be amended, an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations

(EAT) in local and statewide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within the Cable Act, including, but not limited to, FCC Regulations, Section 11.18.

B. In the case of any emergency or disaster, the Grantee shall, upon the request of the Franchising Authority, make available its facilities for the Franchising Authority to provide emergency information and instructions during emergency or disaster period in accordance with applicable local, state and federal EAS procedures. The Franchising Authority shall permit only authorized persons to operate the EAS equipment and take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the Franchising Authority, including, but not limited to, reasonable attorneys' fees and costs.

3.17 Customer Service Standards.

A. Cable System office hours and telephone availability.

1. The Grantee will maintain a local, toll-free or collect call telephone access line which will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week.

a. Trained representatives of the Grantee will be available to respond to Subscriber telephone inquiries during Normal Business Hours, as defined herein.

b. After Normal Business Hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after Normal Business Hours must be responded to by a trained representative of the Grantee on the next business day.

2. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, will not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time will not exceed thirty (30) seconds. These standards will be met no less than ninety percent (90%) of the time under Normal Operating Conditions, as measured by the Grantee on a quarterly basis.

3. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards set forth above unless an historical record of complaints during the previous two (2) years indicates a clear failure to comply with the standards.

4. Under Normal Operating Conditions, the Subscriber will receive a busy signal less than three percent (3%) of the time.

5. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

B. Installations, outages and service calls. Under Normal Operating Conditions, each of the following five (5) standards will be met no less than ninety-five percent (95%) of the time, as measured by the Grantee on a quarterly basis:

1. Standard installations will be performed within seven (7) business days after an order has been placed and the customer is ready to take service. Standard installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

2. Excluding conditions beyond its control, the Grantee will begin working on Service Interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.

3. The Grantee will provide "appointment window" alternatives for installations, service calls and other installation activities, which will be either a specific time, or at maximum, a four (4) hour time block during Normal Business Hours.

4. The Grantee shall not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.

5. If a representative of the Grantee is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Grantee will contact the subscriber as soon as possible but no later than thirty (30) minutes before the "appointment window" begins. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

C. Communications between the Grantee and Subscribers.

1. Notifications to Subscribers:

a. The Grantee shall provide written information on each of the following areas at the time of installation of service, and at any time upon request:

i. Products and services offered;

ii. Prices and options for services and conditions of subscription to programming and other services;

iii. Installation and service maintenance policies;

iv. Instructions on how to use the service;

v. Channel positions of programming carried on the Cable System; and

vi. Billing and complaint procedures, including the address and telephone number of the Grantee's local cable office.

b. Subscribers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the Cable System and in writing. Notice will be given to Subscribers a minimum of thirty (30) days in advance if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

2. Billing:

a. Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly describe all activity during the billing period, including optional charges, rebates and credits.

b. In case of a billing dispute, the Grantee will respond to a written complaint from a Subscriber within thirty (30) days from receipt of the complaint.

3. Refund checks will be issued promptly, but no later than either (a) the Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or (b) the return of the equipment supplied by the Grantee if service is terminated.

4. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

D. The Franchising Authority reserves its right to establish lawful standards beyond those established by this Franchise including:

1. Customer service requirements;

2. Construction schedules and other construction related requirements;

3. Consumer protection laws.

E. Definitions: For purposes of this Section, the following definitions shall apply:

1. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" shall include some evening hours at least one (1) night per week and/or some weekend hours. The Grantee will notify its Subscribers and the Franchising Authority of its Normal Business Hours.

2. "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinary and within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

3. "Service Interruption" means the loss of picture or sound on one or more channels.

3.18 Educational and Government Access Channels. Upon request by the Franchising Authority, the Grantee shall make available one (1) channel to be used for educational and governmental cablecast programming. When first run programming on the first access channel occupies fifty percent (50%) of the hours between 11 a.m. and 11 p.m., for twelve (12) consecutive weeks, the Franchising Authority may request the use of an additional channel for the same purpose. The additional channel must maintain programming twenty-five percent (25%) of the hours between 11 a.m. and 11 p.m. If this level of programming is not maintained, the channel will return to the Grantee for its use. The Grantee reserves the right to program the designated educational and governmental channel during the hours not used by the Franchising Authority or other governmental entities. The Franchising Authority shall agree to indemnify, save and hold harmless, subject to the provisions of the Governmental Immunity Act of Utah, the Grantee from and against any liability resulting from the use of the aforementioned educational and governmental channel by the Franchising Authority, except for liability resulting from program time shared with other municipalities and the liability arises solely from the actions or omissions of the other municipalities.

3.19 Support of Access. Upon written request by the Franchising Authority, Grantee shall provide, for specific use toward capital facilities associated with the educational and government access requirements of the Franchising Authority, a "Capital Contribution" paid annually during the term of the Franchise. The amount of the Capital Contribution payable by the Grantee to the Franchising Authority shall not exceed one dollar and twenty cents ($1.20) per year per equivalent billing unit. The Capital Contribution will not be collected unless programming is running on the educational and government access channel(s) described in Section 3.18. For purposes of this Section, Subscribers to bulk rate service shall be calculated by dividing the annual bulk rate charge by the annual subscription rate for individual households corresponding to the level of service received by the bulk rate customer. The Franchising Authority agrees that all amounts paid by the Grantee as the Capital Contribution may be added to the price of Cable Services, prorated monthly, and collected from the Grantee's customers' bills as "external costs," as such term is used in 47 C.F.R. 76.922(f) on the date of this Franchise. In addition, all amounts paid as the Capital Contribution may be separately stated as permitted in 47 C.F.R. 76.985(a)(2). The Capital Contribution will be payable by Grantee to the Franchising Authority after (a) the approval of the Franchising Authority, if required, to the inclusion of the Capital Contribution on customers' bills including any required approval pursuant to 47 C.F.R. 76.933; (b) notice to Grantee's customers of the inclusion; and (c) the collection of the Capital Contribution by the Grantee from its customers. Each payment will be due to the Franchising Authority from the Grantee forty-five (45) days after the end of each calendar year.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee.

A. Franchise Fee. The Grantee shall pay to the Franchising Authority a franchise fee ("Franchise Fee") of five percent (5%) of Grantee's annual Gross Revenue, as defined in Section 1.2. The Franchise Fee shall not include any excluded costs or payments under applicable provisions of 47 U.C.A. § 542, as amended. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year.

B. Quarterly Installments. The Franchise Fee is payable in quarterly installments which shall be due on or before the forty-fifth (45th) day after the end of the calendar quarter. Each payment shall be accompanied by a detailed financial and revenue statement prepared and signed by a representative of the Grantee showing the Gross Revenue received by Grantee for the preceding quarter and the calculations for computing the quarterly Franchise Fee and certified as to the accuracy, completeness and veracity of the revenue figures. Gross Revenue will be reported by service category, type and level, as applicable. In the event that payment in full is not made within the forty-five (45) days after the date specified herein, Grantee shall pay interest to the Franchising Authority on any unpaid balance at a rate of twelve percent (12%) per annum or the maximum rate allowable by law, whichever is greater.

C. Annual Certification. Grantee shall be required to provide the Franchising Authority with an annual certification of Franchise Fees remitted. Within six (6) months after the Grantee's fiscal year end, the Grantee shall provide to the Franchising Authority a certification certifying to the accuracy of the annual Franchise Fee payments remitted for the preceding fiscal year. This certification must be prepared in accordance with generally accepted accounting standards and signed by a certified public accountant or an authorized officer of the Grantee.

D. Increase in Maximum Allowed by Law. If the provisions of the Cable Act are ever amended to change the maximum franchise fee percentage allowed by law, then the Franchising Authority shall have the right to increase the Franchise Fee due hereunder up to the legal maximum, subject to providing Grantee ninety (90) days written notice of such increase.

E. No Release or Accord. No acceptance of any payment shall be construed as a release of, or an accord, or satisfaction of, any claim that the Franchising Authority might have for further or additional sums payable under the terms of this Franchise or other applicable ordinance, or for any other performance or obligation of the Grantee.

F. Other Fees and Assessments. Franchise Fees and other payments made by the Grantee to the Franchising Authority under the terms of this Franchise shall be considered in addition to, and exclusive of other fees, taxes, levies or assessments presently in effect or subsequently adopted which fee, tax, levy or assessment is of general applicability and which is not unduly discriminatory against cable operators or cable subscribers. Nothing in this Franchise shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind on any

person (other than the Grantee) with respect to cable service or other communications service provided by such person over a cable system for which charges are assessed to subscribers but not received by Grantee.

G. Audit Authority. The Franchising Authority shall have the right to inspect Grantee's books and records in accordance with the provisions of Section 5.3, and the right to conduct an annual audit in accordance with the provisions of Section 5.4 to ensure that the appropriate and required Franchise Fees are being paid to the Franchise Authority.

4.2 Rates and Charges.

A. The Franchising Authority may adopt the requisite ordinances to regulate rates for the provision of Basic Cable Service and equipment subject to and in accordance with applicable law, including, but not limited to the Cable Act, together with implementing regulations promulgated by the FCC.

B. The Grantee shall file with the Franchising Authority on or before December 31st of each year a full schedule of all Subscriber user rates and all other charges including, but not limited to, pay TV, lease channel and discrete services, made in connection with the Cable System.

C. The Grantee shall not discriminate in the assessment, levy, charge, imposition or collection of rates on the basis of age, race, creed, color, gender, religion, national origin, sexual orientation or marital status.

D. Nothing in this Franchise shall be construed to prohibit the reduction or waiving of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users or to prohibit providing reduced rates or discounts for senior citizens or other economically disadvantaged groups as permitted by law.

E. The Grantee shall notify the Franchising Authority of any changes in rates or services within the Service Area no later than thirty (30) days prior to the implementation of such change(s).

4.3 Renewal of Franchise.

The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of the Cable Act, including, but not limited to, 47 U.S.C. § 546, as amended, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law. Notwithstanding anything to the contrary set forth in this Section, the Grantee and the Franchising Authority agree that at any time during the term of this Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of this Franchise and the Franchising Authority may grant a renewal thereof.

4.4 Conditions of Sale. If a renewal of the Grantee's Franchise is denied or the Grantee's Franchise is lawfully terminated pursuant to Section 7 of this Franchise, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in the Cable Act, including, but not limited to, 47 U.S.C. § 547, as amended.

4.5 Opportunity to Effectuate Transfer. The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during such a period of time; however, under no event shall such authorization exceed a period of time greater than twelve (12) months from the effective date of such revocation, unless otherwise agreed to in writing by the Franchising Authority. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee. Any transfer or assignment made hereunder shall comply with the procedures and provisions of Section 4.6.

4.6 Assignment or Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred or assigned, in whole or in part, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Any request for approval of such a sale, transfer or assignment by Grantee shall contain or be accompanied by such information as is required in accordance with applicable provisions of the Cable Act and FCC Regulations. The Franchising Authority may request and shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. Pursuant to and only to the extent required in 47 U.S.C. 537, the Franchising Authority shall have one hundred twenty (120) days to act upon any complete request for approval of a sale, transfer or assignment as provided herein. If the Franchising Authority fails to render a final decision on the complete request within the time frame set forth herein, the request shall be deemed granted unless the Grantee and Franchising Authority agree to an extension of time. Any future buyer, assignee or transferee of any right or interest under this Franchise shall consent in writing to be bound by the terms and conditions of this Franchise as a condition precedent to such purchase, transfer or assignment. In the event of a sale, transfer or assignment, the buyer, assignee or transferee ("Subsequent Owner") shall be liable for the performance of each of the obligations contained in this Franchise. Acceptance of an assignment, transfer, deed, bill of sale, or similar conveyance, shall constitute an agreement by such party to assume and to be bound by the provisions of this Franchise. Each such Subsequent Owner shall sign an assignment and assumption agreement with the Franchising Authority in a form reasonably acceptable to the Franchising Authority agreeing to be bound by all the terms and conditions of this

Franchise as provided herein and shall provide the Franchising Authority the requisite insurance certification required by this Franchise.

SECTION 5

Records and Audits

5.1 Testing for Compliance. The Franchising Authority may perform technical tests of the Cable System or require Grantee to conduct such tests during reasonable times and in a manner that does not unreasonably interfere with the normal business operations of the Grantee or the Cable System in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving the Grantee reasonable notice thereof, not to be less than five (5) business days, and providing a representative of the Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the Franchising Authority. In the event that such testing demonstrates that the Grantee has failed to substantially comply with material provisions hereof, the cost of such testing shall be borne by the Grantee. The Franchising Authority agrees that such testing shall be undertaken no more than once a year without reasonable cause, including but not limited to customer complaints or emergencies. The results of any testing conducted hereunder shall be made available in writing to the other party.

5.2 Books and Records. Grantee shall maintain complete and accurate books of accounts and records of the business, ownership, and operations of the Grantee with respect to the Cable System and Cable Services in a manner that allows the Franchising Authority at all times to determine whether a Grantee is in compliance with the terms of this Franchise. All financial books and records which are maintained in accordance with the regulations of applicable federal and state agencies that regulate cable television systems and services shall be deemed to be acceptable under this Section.

5.3 Right of Inspection. Upon ten (10) working days written notice, the Franchising Authority shall have the right to review all books and records of the Grantee as reasonably necessary for the enforcement of this Franchise. Such review, unless mutually agreed upon or judicially ordered, shall occur at the Grantee's local office during Grantee's normal business hours. If necessary books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representatives to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for compliance purposes under this Section longer than four (4) years from the date of the book or record. Grantee shall not be required to disclose books and records of any Affiliate which is not providing Cable Service in the Service Area. Subject to applicable provisions and restrictions of the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann.* §§ 63G-2-101, *et seq.*, as amended, the Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of the Cable Act, including, but not limited to, 47 U.S.C. § 551, as amended.

5.4 Annual Audit Authority. On an annual basis, the Franchising Authority, including the Franchising Authority's Auditor, its authorized representative, or an independent certified public accounting firm or other financial expert, shall have the right to conduct an independent audit of Grantee's books, records and accounts reasonably related to the administration and enforcement of this Franchise. Any such audit shall be conducted in accordance with Generally Accepted Accounting Principles ("GAAP"). The audit shall be conducted at the sole expense of the Franchising Authority; provided, if the results of such an audit show an underpayment of applicable Franchise Fees in an amount equal to five percent (5%) or greater, the Grantee shall pay the reasonable cost of the audit plus interest at a rate of twelve percent (12%) per annum or the maximum rate allowed by law, whichever is greater, in addition to any amount owed as shown by the audit. The Franchising Authority's right to audit and the Grantee's obligation to retain records related to a Franchise Fee audit shall expire three (3) years after each franchise fee payment has been made to the Franchising Authority or upon expiration of the statute of limitations for pursuing reimbursement for such Franchise Fees, whichever is greater.

SECTION 6

Insurance and Indemnification

6.1 Insurance Requirements. Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise or occupancy, a comprehensive form of general public liability insurance in a form substantially similar to the ISO approved comprehensive general liability policy, to be approved by the Franchising Authority, from a responsible insurance company with an A.M. Best rating of A-9 or better (or a comparable rating by any other nationally recognized rating agency), licensed and authorized to do business in Utah, in an amount not less than of Two Million Dollars ($2,000,000) combined single limit per occurrence and Four Million Dollars ($4,000,000) aggregate for bodily injury and property damage. The insurance policy or policies required to be obtained by the Grantee shall insure against and cover any and all insurable liabilities, damages, claims and losses set forth in and covered by the indemnification and hold harmless provisions of Section 6.2, and shall include defense costs. The insurance policy or policies shall name as an additional insured the Franchising Authority, and in their capacity as such, its officers, agents, representatives and employees. Grantee shall provide a Certificate of Insurance to the Franchising Authority upon final execution of this Franchise evidencing coverage and compliance with the terms and conditions of this Franchise. Additionally, the Grantee shall maintain in full force and effect, Automobile Liability insurance with limits of no less than $500,000 combined single limit per accident for bodily injury and property damage. The insurance policy or policies required herein shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. In no event shall insurance coverage be provided by the Grantee in amounts less than those set forth herein or less than federal or state statutory limits and requirements, including, but not limited to governmental immunity cap limits for municipal corporations, as set forth in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, as amended. The Grantee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, as amended, of the Governmental Immunity Act of Utah, as calculated by the State risk manager every two years and stated in Utah Admin. Code R37-4-3, as amended. If the State of Utah

authorizes a Grantee to self-insure, the Grantee may exercise its right to self-insure so long as the minimum insurance coverages described herein are met and maintained.

6.2 **Indemnification**. To the extent permitted by law, Grantee shall at all times fully indemnify, defend, protect, and hold harmless, the Franchising Authority, its officers, boards, representatives, agents and employees, from and against any and all claims, suits, actions, judgments, demands, liens, penalties, and all liability for damages of whatsoever kind, whether compensatory or punitive, either at law or in equity, which might be claimed now or in the future, including, but not limited to, any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of or caused by the Grantee's, its agents, employees, contractors, subcontractors, independent contractors, or implied or authorized representatives, construction, operation, location, repair, replacement, removal, restoration or maintenance of the Cable System, including, but not limited to, reasonable attorney's fees and costs, incurred by the Franchising Authority in defense of such claims, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within thirty (30) days of receipt of a claim or action pursuant to this Section. Notwithstanding the foregoing, the Grantee shall not be required to indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority. Nothing herein shall be construed to prevent the Franchising Authority from raising any defense under the Governmental Immunity Act with regard to claims from third parties. The indemnity provisions contained herein shall survive the expiration, revocation or termination of this Franchise.

SECTION 7

Enforcement and Termination of Franchise

7.1 **Grounds for Termination**. The Franchising Authority may terminate or revoke this Franchise and all rights and privileges herein provided for any of the following reasons:

A. The Grantee fails to make timely payments of the Franchise Fee as required under Section 4 of this Agreement and does not correct such failure within thirty (30) calendar days after written notice by the Franchising Authority of such failure; or

B. The Grantee, by act or omission, materially violates a material duty herein set forth in any particular within the Grantee's control, and with respect to which redress is not otherwise herein provided. In such event, the Franchising Authority, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Grantee notice of such determination, the Grantee, within thirty (30) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have sixty (60) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 60-day period and failure to correct such conditions, the Franchising Authority may declare the franchise forfeited and this Franchise terminated, and thereupon, the Grantee shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 60-day time

period provided above, the Franchising Authority shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Grantee.

7.2 Breach of Contract. In addition to any other remedy provided herein or by law, in the event the Grantee or the Franchising Authority fails to fulfill any of their respective obligations under this Franchise, the Franchising Authority or the Grantee, whichever the case may be, shall have a breach of contract claim and remedy against the other; provided, however, that no remedy that would have the effect of amending the specific provisions of this Franchise shall become effective without such action that would be necessary to formally amend the Franchise.

7.3 Third Party Beneficiaries. The benefits and protection provided by this Franchise shall inure solely to the benefit of the Franchising Authority and the Grantee. This Franchise shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of the Parties hereto).

7.4 Bonds and Surety. Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Grantee and the Franchising Authority recognize that the costs associated with bonds and other surety may be ultimately borne by the Subscribers in the form of increased rates for Cable Services. The Franchising Authority expressly reserves the right to require such bonds in the future. In the event that bonding is required in the future, the Franchising Authority shall provide Grantee at least sixty (60) days prior written notice thereof stating the reason for the requirement. Notwithstanding the above provisions, the Grantee shall be responsible for standard performance bonds and insurance required for encroachment and excavation permits for work done within Public Rights-of -Way and other bond and surety requirements of general applicability.

7.5 Termination by Grantee. Notwithstanding any other provision of this Franchise to the contrary, Grantee may terminate this Franchise with or without cause six (6) months after giving the Franchising Authority and Grantee's customers notice of Grantee's intent to terminate. Within 180 days from the date of termination of this Franchise, the Grantee shall commence removal of any ground mounted or above-ground Cable System facilities from the Public Right-of-Way; provided, however, with the written consent of the Franchising Authority, the Grantee may abandon its property. The Grantee shall repair and restore all property, public or private, that is disrupted, damaged or destroyed as a result of such removal.

7.6 Alternative Remedies. No provision of this Franchise shall be deemed to bar the right of Franchising Authority to seek or obtain judicial relief from a violation of any provision of the Franchise or any regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Franchising Authority to recover monetary damages for such violation by the Grantee, or judicial enforcement of the Grantee's obligations by means of specific performance, injunction, or any other judicial remedy at law or in equity.

7.7 Failure to Enforce Not a Waiver. Grantee shall not be excused or relieved from complying with any of the terms and conditions of this Franchise by any failure of the Franchising Authority, or its officers, representatives, agents or employees, to seek compliance or enforcement of such terms and conditions. The failure of the Franchising Authority to exercise a particular remedy at any time shall not waive the Franchising Authority's right to terminate, assess penalties, or assert any other remedy at law or in equity for that or any future breach or default by the Grantee.

SECTION 8

Miscellaneous Provisions

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Whenever this Franchise sets forth a specific time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time shall be considered to be a violation of this Franchise. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld. Nothing in this Section shall nullify or supersede the provisions of Section 7.7 regarding no waiver for failure to enforce the provisions of this Franchise.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority with respect to the subject matter set forth herein and it supersedes all prior oral negotiations between the Parties.

8.3 Notice. Unless otherwise expressly provided for in this Franchise, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing and directed to the recipient at the address(es) set forth in this Section. Notices or responses may be served personally or by first class, postage pre-paid, certified or registered United States mail. Notice or response shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, or b) upon receipt when sent certified or registered mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

Farmington City
Attn: City Manager
130 North Main Street
P.O. Box 160
Farmington, UT 84025

With a copy to:

Mazuran & Hayes, P.C.
Attn: Farmington City Attorney
2118 East 3900 South, Suite 300
Salt Lake City, UT 84124

The notices or responses to the Grantee shall be addressed as follows:

Comcast Cable
9602 South 300 West
Sandy UT 84070

With a copy to:

Comcast Corporation
Attn: Legal Department
1701 John F. Kennedy Blvd.
Philadelphia PA 19103

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section.

8.4 **Descriptive Headings**. The captions to sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 **Severability**. If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.6 **Applicable Law.** The terms and conditions contained herein shall be interpreted according to the laws of the State of Utah, except where expressly preempted by federal law. The Parties agree that in any legal action taken under the terms of this Franchise venue shall lie exclusively within the State of Utah.

8.7. **Attorneys' Fees.** In the event either party brings legal action against the other party or such party's bonding company or insurance carriers to compel performance of or to recover for breach of any covenant, agreement, or condition contained in this Franchise, or for damages, the prevailing party shall be entitled to such reasonable attorneys' fees as are fixed by the judge of the court in which such action is brought.

8.8 **Force Majeure.** Neither party shall be liable for any delay or failure in the keeping or performance of its obligations under this Franchise during the time and to the extent that any such failure is due to acts of God, power outages, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the party obligated to perform hereunder; provided, the party seeking relief under the provisions of this Section: (1) notifies the other party in writing of a force majeure event within fifteen (15) days following the affected party's knowledge of the occurrence of the claimed force majeure event, and (2) promptly resumes the keeping and performance of the affected obligations after such cause has

come to an end. Each party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum. The provisions of this Section are intended to excuse Grantee from performance of its obligations hereunder during the time and to the extent such failure is due to specified grounds beyond Grantee's control, fault or negligence, and shall not otherwise relieve Grantee from its liability, insurance and indemnification obligations set forth in this Franchise.

8.9. Relationship. Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture between the Parties or to impose a trust, partnership or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

8.10. No Warranties or Guarantees. Grantee accepts any privileges granted by the Franchising Authority to the Public Rights-of-Way in an "as is" condition. Grantee agrees that the Franchising Authority has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Grantee's location of its Cable System in the Public Rights-of-Way or possible hazards or dangers arising from other uses of the public right-of-way by the Franchising Authority, other utilities, or the general public. Except as otherwise expressly provided herein, Grantee, and not the Franchising Authority, shall be liable for the function, testing, maintenance, replacement and/or repair of the Cable System or other activities permitted under this Franchise.

8.11. Limitations. Except as otherwise expressly provided herein regarding the Franchising Authority's negligent acts or omissions, this Franchise shall not create any duty of the Franchising Authority or any of its officials, employees or agents, and no liability shall arise from any action or failure to act by the Franchising Authority or any of its officials, employees or agents in the exercise of powers reserved to the Franchising Authority; provided, the rights granted hereunder shall be binding upon and enforceable against the Franchising Authority. Further, this Franchise is not intended to acknowledge, create, imply or expand any duty or liability of the Franchising Authority with respect to any function in the exercise of its police power.

8.12. General Reservation. Nothing herein contained shall be construed so as to exempt Grantee from compliance with all ordinances of the Franchising Authority now in effect or which may be hereafter adopted which are not inconsistent with the terms of this Franchise and that are not preempted by federal or state law. The enumeration herein of specific rights reserved shall not be construed as exclusive, or as limiting the general reservation herein made, or as limiting such rights as the Franchising Authority may now or hereafter have in law.

8.13. Binding Agreement. The Parties represent that when executed by their respective Parties, this Franchise shall constitute legal and binding obligations of the Parties; and that each party has complied with all applicable statutes, ordinances, resolutions, by-laws and other legal requirements applicable in entering into this Franchise. Grantee represents and warrants that it has full authority to enter into and to perform the obligations and responsibilities of this Franchise and that it is not in default or violation of any permit, license, or similar requirement

necessary to carry out the terms hereof. This Franchise shall be binding upon the authorized successors, administrators and assigns of each of the Parties.

8.14 **Amendments.** Any amendments to this Franchise shall be mutually agreed to in writing by the Parties; provided, modifications to this Franchise may be made in accordance with and subject to the judicial and/or public proceeding procedures as set forth in the Cable Act, including, but not limited to 47 U.S.C. § 545, as amended.

8.15 **Effective Date**. The Effective Date of this Franchise is October 1, 2010. Pursuant and subject to the provisions of this Franchise, this Franchise shall expire on the 30th day of September, 2015, unless extended or renewed by the mutual agreement of the Parties in accordance with applicable provisions of the Cable Act.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties' duly authorized representatives have executed this Franchise.

"Franchising Authority"
CITY OF FARMINGTON

_____
Mayor Scott Harbertson

ATTEST:

_____
Margy Lomax, City Recorder

"Grantee"
COMCAST OF WASATCH, INC.

By: _____
Its: _____

COMCAST ACKNOWLEGMENT

STATE OF _____)
:ss.
COUNTY OF _____)

On the _____ day of _____, 2010, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of **Comcast of Wasatch, Inc.,** and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and he/she acknowledged to me that said corporation executed the same.

_____
Notary Public
Residing at:

My Commission Expires:

_____

_____

Agenda Item 5

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 2010

Petitioner _____

SUBJECT: Public Hearing: Consideration of Ordinance Amending Title 11, Chapter 18 of City Code Regarding the Mixed Use District Regulating Plan to permit the realignment of a Neighborhood street adjacent to the Central Davis Sewer District Pump Station

ACTION TO BE CONSIDERED:

Minute motion adopting the ordinance.

GENERAL INFORMATION:

See enclosed staff report.

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

Memorandum

To: Mayor and City Council

From: Glenn Symes, AICP, Assistant City Planner

RE: Regulating Plan Amendment

Date: September 17, 2010

As was discussed previously with the Council, staff is proposing a realignment of Richard's Way on the City's Regulating Plan. The original Regulating Plan shows a four-way intersection at the point where Richard's Way will intersect with Station Parkway. The alignment on the west side of Station Parkway, as adopted, would be directly north of the Central Davis Sewer District pump station. City staff is proposing two "T" intersections instead of the original four-way intersection. The City's engineers have recommended that the intersections be no less than 150 to 200 feet apart. As development for the area comes in, the City will be better able to determine where exactly the roads will connect and how much distance is needed.

As projects in the mixed use area continue to progress though the planning and review process, minor issues have come up that City staff and the applicants have had to address and to which all parties have had to adjust. One such instance is with the planned sewer district pump station. The Planning Commission approved a site plan for the pump station earlier this year. The site was located in a relatively central location for all of the future needs of the Mixed-use districts. The location chosen was adjacent to Station Parkway to minimize additional infrastructure as Station Parkway is being constructed with the larger trunk lines needed to supply the pump station.

The original plan was to have the pump station property on a corner that would align with Richards Way on the east side of Station Parkway. Staff was aware of this and required extra landscaping and other fencing elements. The one problem that has come up in locating the site is that Richards Way on the east side of Station Parkway is aligned with the edge of right-of-way directly adjacent to the site without the accommodation of the needed side treatments. The edge of right-of-way as proposed would leave no room for the required sidewalk and park strip along the northern property line of the pump station property. As set forth in Chapter 18, side treatments must be on private property with a public access easement over top. The edge of right-of-way, as designed, would leave enough room for the roadway but not the side treatments. The design of the pump station is such that redesigning the utilities for the location of the pump house would require significant work. Utility laterals extending into the pump house have been designed into the construction of Station Parkway and would be

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difficult and expensive to change. Staff's proposal is to realign what would be Richards Way on the west side of Station Parkway and leave Richards Way on the east side as a "T" intersection connecting to Station Parkway. This would eliminate the side treatment problems and also eliminate the pump station as a corner lot.

As has been shown with the approval of the Park Lane Village project, realignments of the Regulating Plan will be a common occurrence as conditions on the ground, which cannot always be known ahead of time, necessitate changes. This was anticipated and built into the Mixed Use ordinance. There are provisions that allow an application to amend the Regulating Plan with the approval of the Planning Commission as long as certain conditions are met. In addition, realignments may be proposed as long as the circulation can still be maintained and that the proximate number of intersections can be maintained. Staff understands that this may have been caught and addressed sooner. However, since no infrastructure actually exists in the area, slight modifications have been made and will continue to be made as development proceeds. With such a large area to develop, there will always be small issues to address that will be unseen until details are developed further. Staff feels that this solution will solve several problems and will be the most effective as the area continues to develop.

The Planning Commission recommended approval of the amendment at the September 16, 2010 meeting with the following findings:

1. The amendment to the Regulating Plan will still maintain circulation in the area as intended with the Mixed Use Districts.
2. The Regulating Plan can be adjusted slightly with a PMP once development is proposed which will allow City staff to ensure proper design and site distance for the intersections.

FARMINGTON, UTAH

ORDINANCE NO. 2010 -

AN ORDINANCE AMENDING TITLE 11, CHAPTER 18 OF THE FARMINGTON CITY CODE REGARDING THE MIXED USE DISTRICT REGULATING PLAN

WHEREAS, the Farmington City Council has determined that a minor amendment to the Regulating Plan as adopted with the Mixed Use District creating two "T" intersections for what will be recorded as Richard's Way rather than a four way intersection at Station Parkway will still uphold the principles of connectivity established with the Regulating Plan;

WHEREAS, the Farmington City Council has determined that the minor amendment will eliminate the possibility that the Central Davis Sewer District pump station property of being a corner lot on a prominent corner in the City's mixed-use districts; and

WHEREAS, the Farmington City Council has held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed.

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

Section 1. Amendment. Title 11, Chapter 18 of the Farmington City Code is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This Ordinance shall take effect immediately upon publication or posting or thirty (30) days after passage by the City Council, whoever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 21st day of September, 2010.

FARMINGTON CITY

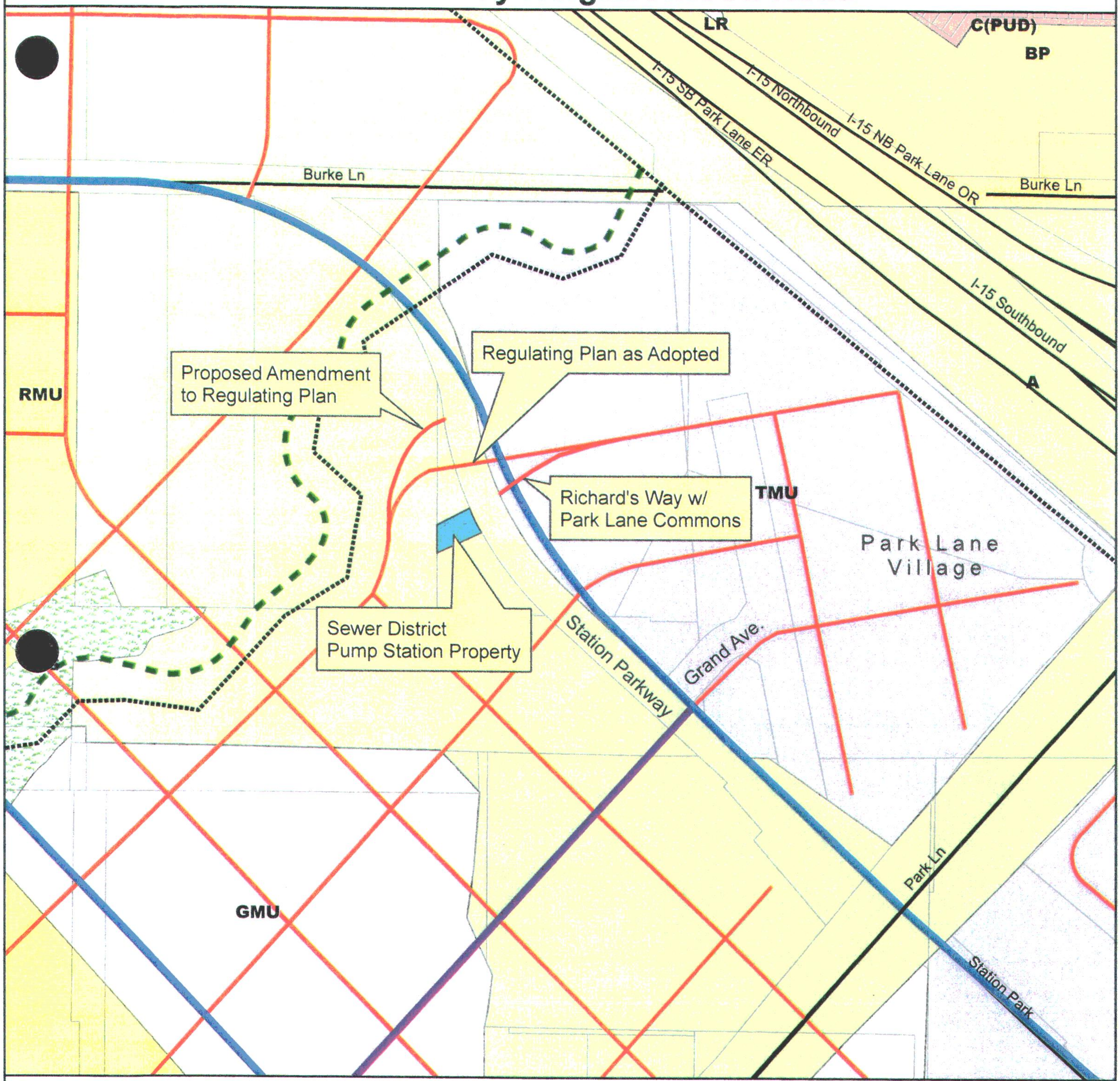
By: _____
Scott C. Harbertson
Mayor

ATTEST:

_____
Margy Lomax, City Recorder

Exhibit "A"

Proposed Regulating Plan Realignment
Richard's Way Neighborhood Road



Legend

- City Boundary
- Parcels
- Roads
- Scenic Byway Overlay

Map not to scale

Farmington City
Planning Department
September 10, 2010

N
W E
S

Zoning

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

TOD Regulating Plan

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

Agenda Item 6

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 2010

Petitioner _____

SUBJECT: Public Hearing: Consideration of Ordinance Amending Title 11, Chapter 10 adding "Greenhouse/Garden Center Retail" as a conditional use in the Agricultural Zones of AA, AE and A.

ACTION TO BE CONSIDERED:

Minute motion approving the ordinance.

GENERAL INFORMATION:

See enclosed staff report.

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

Memorandum

To: Mayor and City Council

From: Glenn Symes, AICP, Assistant City Planner

RE: Greenhouse and Garden Center Addition

Date: September 17, 2010

Staff is proposing an amendment to the City's Agricultural zones adding small scale greenhouse and garden centers as a conditional use. Currently only wholesale greenhouse uses are listed as a conditional use. A proposed greenhouse and garden center has been discussed on Rich Haws' property that would utilize the red barn and the adjacent land north of Burke Lane. The greenhouse/retail garden center is listed as a conditional use in several of the City's other zones so the proposed use is not something new to the City. In addition, greenhouses are either a permitted or conditional use in just about all of the City's zones.

A greenhouse/garden center with retail sales would include a nursery, tree and plant sales and the possibility of a Christmas tree sales lot. Staff is proposing a limit of five acres for the operation to limit the possibility of a large-scale operation. City staff feels that this is an appropriate use in an Agricultural zone and an appropriate use in the City as the use has already been established as a conditional use in other zones in the City. Any such operation would require conditional use and site plan approval.

The Planning Commission recommended approval of the proposed amendment at the September 16, 2010 meeting with the following findings:

1. Greenhouses and garden centers are customary to agricultural uses and zones so the addition of such a use in Farmington's agricultural zones would be appropriate.
2. The proposed use has already been established in other zones of the City and is not a use that is inconsistent with the character of the City.
3. The limitation to five acres or smaller ensures that any proposed greenhouse or garden center operation would be small-scale and would not negatively impact surrounding properties or overburden existing infrastructure.

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www.farmington.utah.gov

FARMINGTON, UTAH

ORDINANCE NO. 2010 -

AN ORDINANCE AMENDING TITLE 11, CHAPTER 10 OF THE FARMINGTON CITY CODE ADDING GREENHOUSE/GARDEN CENTER RETAIL AS A CONDITIONAL USE

WHEREAS, the Farmington City Council has determined that the addition of greenhouse and garden center retail and wholesale uses in the Agricultural zones is a use consistent with what would be expected in such a zone;

WHEREAS, the Farmington City Council has determined that a limitation of five (5) acres on any proposed retail or wholesale greenhouse or garden center would eliminate the possibility of a large-scale operation that would be inconsistent with the goals and principles of the City's General Plan; and

WHEREAS, the Farmington City Council has held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed.

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

Section 1. Amendment. Title 11, Chapter 10 of the Farmington City Code is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This Ordinance shall take effect immediately upon publication or posting or thirty (30) days after passage by the City Council, whoever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 21st day of September, 2010.

FARMINGTON CITY

By: _____
Scott C. Harbertson
Mayor

ATTEST:

_____
Margy Lomax, City Recorder

Exhibit "A"

11-10-020 Schedule of Uses

The following table identifies permitted uses by the letter "P" and conditional uses by the letter "C". The letter "X" indicates that the use is not allowed. Uses not listed shall not be allowed except as provided in Section 11-4-105(6):

USE	AGRICULTURAL ZONES		
	AA	AE	A
Accessory Dwellings	C	C	C
Accessory Living Quarters	C	X	X
Agricultural	P	P	P
Boarding kennel	X	X	C
Class "A" animals (small animals)	P	P	P
Class "B" animals (large animals)	P	P	P
Class "C" animals (commercial animals)	P	C	P
Class "D" animals (dangerous animals)	X	X	X
Commercial outdoor recreation, minor (i.e. family reunion center, outdoor reception facilities, equestrian facilities, picnic grounds, tennis courts, etc.)	C	C	C
Day-care, preschool	X	C	C
~~Greenhouse, wholesale~~Greenhouse/garden center (retail or wholesale) less than 5 acres	C	C	C
Fruit and vegetable stands for sale of produce grown on the premises	P	P	P
Home occupations complying with provisions of the Home Occupation Chapter of this Title except as specified in Section 11-35-104	P	P	P
Home occupations specified in Section 11-35-104	C	C	C
Planned Unit Development	C	C	C
Private school, Public school, or hospital	X	C	C
Public Uses	X	C	C
Trails and Parks	C	C	C
Public utility installations (not including lines and rights-of-way)	C	C	C
Quasi-public uses	X	C	C
Radio, television, and telephone transmission and relay towers and facilities except as specified in Section 11-28-190	C	C	C
Residential facilities for the elderly	X	C	C

Residential facilities for the handicapped	X	C	C
Signs complying with Title 12	P	P	P
Single-family Dwellings	P	P	P
Sportsman's kennel (three to five dogs for non-commercial use)	C	C	C
Uses customarily accessory to a listed permitted use	P	P	P
Uses customarily accessory to a listed conditional use	C	C	C
Veterinary clinic	C	C	C

Agenda Item 7

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 2010

Petitioner _____

S U B J E C T: Public Hearing: Consideration of Ordinance Amending Title 11, Chapter 6 & 7 regarding noticing requirements for site plans, zone text and map amendments establishing a mailing radius for notices of 500 feet for site plan review (ZT-3-10)

ACTION TO BE CONSIDERED:

Minute motion approving the ordinance.

GENERAL INFORMATION:

See enclosed staff report and ordinance.

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

Memorandum

To: Mayor and City Council

From: Glenn Symes, AICP, Assistant City Planner

RE: Noticing Amendments

Date: September 17, 2010

Over the past several weeks, staff has been reviewing the noticing procedures for the City to determine if any changes need to be made. The purpose of the review was to evaluate the procedure and determine if changes could be made that would better inform the residents as to what is happening that may affect them. Another goal was to try to resolve problems with noticing on the west side of the City where a standard notice may hit very few adjacent properties due to the size of the parcels.

Staff presented a chart of the procedures and reviewed the information with both the Planning Commission and City Council. Members of both the Commission and Council expressed concern over the limited mailing radius typically used for some more impactful developments. Staff presented some ideas to address the problem. One such proposal was to give the Planning Commission chair and the Mayor the ability to increase the radius if there was a project proposed that either the chairman or the Mayor felt needed further notice. The Planning Commission by-laws contain such a provision. However, upon the review of the City's legal counsel, this proposal was considered too arbitrary. As a result of the discussions with the City's legal counsel a proposal to tie noticing to application type is being proposed.

Staff is proposing a required noticing radius for mailed notices of five hundred (500) feet for site plan reviews for any site plan that required Planning Commission review. A site plan review is required for all applications other that single-family and two-family dwellings. The site plan noticing requirement for site plan reviews would go above and beyond the noticing radius for conditional uses. As part of the discussion with the Commission and Council, staff pointed out that there are many conditional uses listed in the City's zoning ordinance that most likely would not need an increased noticing radius beyond 300 feet. Things like home occupations for child-care or outdoor swim lessons, exceptions to a sign or fence ordinance and many other similar applications. There are conditional uses that pertain just to the use and not necessarily to a site plan. Because of this, staff is proposing to leave the conditional use noticing as is and amend just the site plan requirements. If an application requires both a conditional use and a site plan review, the site plan review standard would take precedent over the conditional use standard. This allows other conditional use permits to follow the standard procedure and increase the radius for those conditional uses associated with site plans.

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One additional change to the ordinance is in Chapter 6 under the City Council noticing requirements for zone text and zoning map amendments. The current City ordinance requires a 14 day notice while the state only requires a 10 day notice. Staff is proposing an amendment from the 14 day requirement to the 10 day requirement as set forth in the state code.

The Planning Commission recommended approval of the proposed amendments regarding noticing with the following findings:

1. The noticing radius of 500' goes beyond what has typically been done in Farmington and most other communities.
2. The increased noticing radius will allow a greater number of residents to be aware of potentially impactful development.
3. The amendment to the site plan review requirement allows less impactful conditional use permits to have a traditional mailing radius.

	Bylaws Requirements	Zoning, Subdivision Requirement		Utah State Code Requirements		Customary Notice	
	PC	PC	CC	PC	CC	PC	CC
Non-subdivision Applications							
Zone Map Change	300' mailing		Public hearing, 10 day newspaper notice		10 day newspaper notice	300' mailing, 10 day newspaper notice	300' mailing, 10 day newspaper notice
Zone Text Change			Public hearing, 10 day newspaper notice		10 day newspaper notice	300' mailing, 10 day newspaper notice	300' mailing, 10 day newspaper notice
General Plan Map Amendment	Public hearing			10 day newspaper notice	10 day newspaper notice	300' mailing, 10 day newspaper notice	300' mailing, 10 day newspaper notice
General Plan Text Amendment	Public hearing			10 day newspaper notice	10 day newspaper notice	300' mailing, 10 day newspaper notice	300' mailing, 10 day newspaper notice
Conditional Use	300' mailing	Public hearing				300' mailing	
Site Plan Concept		Public hearing, 500' Mailing				500' Mailing	
Site Plan (Comm, Indust, Apt)		Public hearing, 500' Mailing				500' Mailing	
Site Plan (Dw. Gp., Major Site Plan)		Public hearing, 500' Mailing				500' Mailing	
Temporary Use (Conditional Use)		Public hearing				300' mailing	
BOA Applications:							
Appeals		7 day mailing				300' mailing (BOA)	
Variance						300' mailing (BOA)	
Nonconforming Use							
Street Vacation/Naming	Utilities & Abutting Property Owners within a reasonable time				10 day mailing + 10 day newspaper, property posting, mailing to properties that access the ROW, affected entities		10 day mailing + 10 day newspaper, property posting, mailing to properties that access the ROW, affected entities

	Bylaws Requirements	Zoning, Subdivision Requirement		Utah State Code Requirements		Customary Notice	
	PC	PC	CC	PC	CC	PC	CC
Subdivision Applications							
Lot Line Adjustments							
Plat Amendment					10 mailing + 10 day protest period if not all owners sign plat	10 mailing + 10 day protest period if not all owners sign plat	10 mailing + 10 day protest period if not all owners sign plat
Metes and Bounds w/o improvements	300' mailing	Public hearing				300' mailing	300' mailing
Minor Subdivision (1-9 Lots)							
Schematic/Yield Plan		300' mailing	300' mailing			300' mailing	300' mailing
Plat	300' mailing					300' mailing	
Major Subdivision (10+ Lots)							
Schematic/Yield Plan		300' mailing	300' mailing			300' mailing	300' mailing
Preliminary Plat	300' mailing					300' mailing	
Final Plat							
Planned Unit Development							
Schematic/Yield Plan		300' mailing	300' mailing			300' mailing	300' mailing
Prelim Plat / Prelim PUD Master Plan	300' mailing	Public hearing	Public hearing, 10 day newspaper notice			300' mailing	300' mailing, 10 day newspaper notice
Final Plat / Final PUD Master Plan							
Flag Lots							
Schematic Plan		300' mailing	300' mailing			300' mailing	300' mailing
Plat	300' mailing	300' mailing				300' mailing	
Project Master Plan		Public hearing				300' mailing	

FARMINGTON, UTAH

ORDINANCE NO. 2010 -

AN ORDINANCE AMENDING TITLE 11, CHAPTER 6 AND CHAPTER 7 OF THE FARMINGTON CITY CODE REGARDING NOTICING REQUIREMENTS FOR SITE PLANS AS WELL AS ZONE TEXT AND MAP AMENDMENTS FOR THE CITY COUNCIL

WHEREAS, the Farmington City Council has determined that an increased noticing radius for site plans reviewed by the Planning Commission will increase awareness of proposed development that is potentially impactful while allowing less impactful conditional use applications to be noticed with a standard noticing mailing radius;

WHEREAS, the Farmington City Council has determined that an amendment to the noticing requirement for City Council consideration of Zoning Ordinance text amendments and Zoning map amendments to a 10 day newspaper notice is consistent with the requirements set forth in the Utah State Code; and

WHEREAS, the Farmington City Council has held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed.

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

Section 1. Amendment. Title 11, Chapter 6 and 7 of the Farmington City Code is hereby amended as set forth in Exhibit "A" and "B" attached hereto and by this reference made a part hereof.

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This Ordinance shall take effect immediately upon publication or posting or thirty (30) days after passage by the City Council, whoever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 21st day of September, 2010.

FARMINGTON CITY

By: _____
Scott C. Harbertson
Mayor

Exhibit "A"

11-6-020 Procedure for Proposed Amendments

(e) City Council Review. Except as provided herein, the City Council shall review the proposed amendment to the Zoning Ordinance or Zoning Map and shall schedule and hold a public hearing on the propose amendment. The City Council shall provide reasonable notice of the public hearing at least ~~fourteen (14)~~ ten (10) days before the date of the hearing. After the public hearing, the City Council may make any modifications to the proposed amendment to the Zoning Ordinance or Zoning Map that it considers appropriate and in accord with the City General Plan and may thereafter adopt the amendment as proposed, modify the amendment and adopt or reject the modified amendment, or reject the proposed amendment.

Exhibit "B"

11-7-104 Site Development Plan Review Process

(6) The Planning Commission shall review all Conditional Uses., as well as allThe Planning Commission shall also review all multiple-family residential, commercial, commercial recreation, office, agricultural use, or industrial Permitted Uses which are subject to the requirements of this Chapter unless such review is waived by the Commission and is delegated to the Planning Department. A notice shall be sent to all adjacent property owners within five hundred (500) feet of the subject property for all site plan reviews considered by the Planning Commission. After adequate review, an application may be approved, approved with conditions, continued for further study, or disapproved for the use and/or site plan.

Agenda Item 8

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 2010

Petitioner _____

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

8-1. Ratification of Approvals of Construction & Storm Water Bond Agreements as illustrated on the enclosed bond logs.

8-2. Approval of July's disbursement list as enclosed.

8-3. Approval of Sidewalk Replacement Agreement with Gordon Crabtree as enclosed.

8-4. Approval of Request for Joyce F. Bradwisch to be exempted from residential curbside recycling program. The City Manager believes that she is eligible to be exempted because she is a single person over the age of 65.

8-5. Approval of Resolution Enacting Section E3 to Consolidated Fee Schedule providing for cancellation fee for Community Arts Center. See enclosed Resolution. This item was conceptually approved at last Council meeting and has been put in resolution form by staff.

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
09/03	White	9578	1.443592	Not Reqd.
08/30	Straatman	9579	1.443562	$500.00
09/08	Farmington City	9588	1.000000	Not Reqd.
08/27	Barlow	9590	1.443556	Not Reqd.
09/14	Garbett	9591	1.443779	$500.00
09/07	Woodside	9592	1.443672	$500.00
09/13	Richmond	9593	1.443776	$500.00
09/03	Groves	9594	1.443616	Not Reqd.
09/03	Yesco	9595	1.443620	Not Reqd.
09/13	Richmond	9596	1.443775	$500.00
09/03	Barlow	9597	1.443590	Not Reqd.
09/08	Garbett	9598	1.443689	Not Reqd.
09/10	Rainey	9599	1.443755	$500.00
09/10	Rainey	9600	1.443756	$500.00
09/09	Hatch	9602	1.443744	Not Reqd.
09/15	Woodside	9603	1.443782	$500.00
09/10	Phipps	9604	1.443760	Not Reqd.
09/10	Smith	9605	1.443757	Not Reqd.
09/13	Harmons	9606	1.443773	Not Reqd.
09/13	Clark	9607	1.443774	Not Reqd.
09/15	Lagoon	9608	1.443784	Not Reqd.

STORM WATER BOND LOG

DATE	NAME	PERMIT	RECEIPT	AMOUNT
08/30	Straatman	9579	1.443562	$500.00
09/14	Garbett	9591	1.443779	$500.00
09/07	Woodside	9592	1.443672	$500.00
09/13	Richmond	9593	1.443776	$500.00
09/13	Richmond	9596	1.443775	$500.00
09/10	Rainey	9599	1.443755	$500.00
09/10	Rainey	9600	1.443756	$500.00
09/15	Woodside	9603	1.443782	$500.00

FARMINGTON CITY

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CITY COUNCIL

MAX FORBUSH
CITY MANAGER

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

1. Have been pre-audited and documented;

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

   b. Are directly approved by the Governing Body; or

   c. Are approved by the Finance Officer.

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

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

FARMINGTON CITY CORPORATION

By: _____
KEITH S. JOHNSON, Finance Officer

By: _____
MAX FORBUSH, City Manager

. . . . . .

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

_____
SCOTT C. HARBERTSON, Mayor

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

Journal	Payee or Description	Date	Check No	Amount
CDPT	ICMA RETIREMENT TRUST-#801021	07/09/2010	74	2,079.95
CDPT	ICMA RETIREMENT TRUST-107328	07/09/2010	75	2,596.47
CDPT	ICMA RETIREMENT TRUST-301813	07/09/2010	76	2,999.12
CDPT	IRS TAX DEPOSIT	07/09/2010	77	32,101.59
CDPT	UTAH STATE RETIREMENT OFFICE	07/09/2010	78	17,306.66
CDPT	ICMA RETIREMENT TRUST-#801021	07/21/2010	79	2,106.53
CDPT	ICMA RETIREMENT TRUST-107328	07/21/2010	80	7,684.84
CDPT	ICMA RETIREMENT TRUST-301813	07/21/2010	81	3,080.09
CDPT	IRS TAX DEPOSIT	07/21/2010	82	35,821.76
CDPT	UTAH STATE RETIREMENT OFFICE	07/21/2010	83	19,860.54
CDPT	UTAH STATE TAX COMMISSION	07/21/2010	84	11,365.45
CDPT	CHILD SUPPORT SERVICES/ ORS	07/09/2010	30383	489.60
CDPT	FCF BENEFITS & ADMINISTRATION	07/09/2010	30384	1,356.76
CDPT	INTERNAL REVENUE SERVICE	07/09/2010	30385	34.00
CDPT	SELECT HEALTH	07/09/2010	30386	45,326.60
CDPT	UTAH LOCAL GOVERNMENTS TRUST	07/09/2010	30387	1,121.96
CDPT	AFLAC	07/27/2010	30388	717.31
CDPT	CHILD SUPPORT SERVICES/ ORS	07/27/2010	30389	489.60
CDPT	COMMUNITY SHARES UTAH	07/27/2010	30390	44.00
CDPT	CONSECO HEALTH INSURANCE CO.	07/27/2010	30391	205.25
CDPT	FCF BENEFITS & ADMINISTRATION	07/27/2010	30392	1,356.76
CDPT	FRATERNAL ORDER OF POLICE	07/27/2010	30393	275.00
CDPT	HARTFORD LIFE AND ANNUITY	07/27/2010	30394	60.58
CDPT	INTERNAL REVENUE SERVICE	07/27/2010	30395	34.00
CDPT	PEHP	07/27/2010	30396	3,338.88
CDPT	SELECT HEALTH	07/27/2010	30397	46,860.60
CDPT	STANDARD INSURANCE CO.	07/27/2010	30398	4,147.75
CDPT	UTAH LOCAL GOVERNMENTS TRUST	07/27/2010	30399	1,417.76
CD	JIM TALBOT - REIMB. FOR CANDY/FESTIVAL D	07/08/2010	80821	324.36
CD	edcUTAH - ANNUAL INVESTMENT	07/08/2010	80822	5,280.00
CD	CONTINUING EDUCATION - REGIST. FOR HOLLY	07/08/2010	80823	300.00
CD	ALONSO CONCRETE - MOW STRIP	07/08/2010	80824	2,540.00
CD	FRANCISCO'S MEXICAN GRILL - CATERING/CC	07/08/2010	80825	87.89
CD	TAMS-WHIMARK MUSIC LIBRARY - COPYRIGHT F	07/08/2010	80826	1,525.00
CD	ZIONS BANK - TRUST #2745989	07/08/2010	80827	11,696.13
CD	JILL CORRY - PARK DEPOSIT REFUND	07/08/2010	80828	50.00
CD	DELYNN GARRETT - PARK DEPOSIT REFUND	07/08/2010	80829	50.00
CD	VICKY GOLD - PARK DEPOSIT REFUND	07/08/2010	80830	50.00
CD	LAURA GILLAUME - PARK DEPOSIT REFUND	07/08/2010	80831	50.00
CD	BECKY HAYWARD - PARK DEPOSIT REFUND	07/08/2010	80832	70.00
CD	JACKIE KARTCHNER - PARK DEPOSIT REFUND	07/08/2010	80833	50.00
CD	JUSTIN LECHEMINANT - PARK DEPOSIT REFUND	07/08/2010	80834	50.00
CD	NEIL MILLER - REIMB. FOR CREW LUNCH	07/08/2010	80835	105.60
CD	AMBER NEILSON - PARK DEPOSIT REFUND	07/08/2010	80836	50.00
CD	VIRGINIA SEMADENI - PARK DEPOSIT REFUND	07/08/2010	80837	50.00
CD	ROBERT STEED - PARK DEPOSIT REFUND	07/08/2010	80838	50.00
CD	AMBER THURBER - PARK DEPOSIT REFUND	07/08/2010	80839	50.00
CD	BRYAN WHITESIDES - PARK DEPOSIT REFUND	07/08/2010	80840	50.00
CD	MORGAN WING - SWIM LESSON TRANSFER REFUN	07/08/2010	80841	5.00
CD	LANTIS PRODUCTIONS INC. - FESTIVAL DAYS	07/08/2010	80842	5,000.00
CD	RUSS DIXON - "COLORS" CONTRACT	07/08/2010	80843	5,000.00
CDA	BLUE PEBBLE PRESS	07/13/2010	80844	750.00
CDA	BLOMQUIST HALE CONSULTING	07/13/2010	80845	150.00
CDA	ROSS CAMPBELL	07/13/2010	80846	6,875.00
CDA	CASELLE	07/13/2010	80847	2,436.00
CDA	CINTAS FIRST AID & SAFETY	07/13/2010	80848	60.14

Journal	Payee or Description	Date	Check No	Amount
CDA	CROFT POWER EQUIPMENT	07/13/2010	80849	460.58
CDA	DISH NETWORK	07/13/2010	80850	56.36
CDA	GLOBAL SECURITY	07/13/2010	80851	21.95
CDA	J & J PRODUCE	07/13/2010	80852	444.00
CDA	MARLO PRODUCTS	07/13/2010	80853	359.85
CDA	OFFICE PRODUCTS DEALER	07/13/2010	80854	178.03
CDA	PITNEY BOWES	07/13/2010	80855	339.50
CDA	PITNEY BOWES RESERVE ACCOUNT	07/13/2010	80856	9,000.00
CDA	QWEST	07/13/2010	80857	397.76
CDA	SPRINKLER SUPPLY-LAYTON	07/13/2010	80858	935.41
CDA	UTAH LEAGUE OF CITIES & TOWNS	07/13/2010	80859	7,007.15
CDA	VOID CK	07/13/2010	80860	.00
CDA	VOID CK	07/13/2010	80861	.00
CDA	VOID CK	07/13/2010	80862	.00
CDA	VOID CK	07/13/2010	80863	.00
CDA	VOID CK	07/13/2010	80864	.00
CD	POSTMASTER - POSTAGE	07/14/2010	80865	50.00
CD	J & L GARDEN CENTER - LANDSCAPING	07/14/2010	80866	483.38
CD	SOFTWARE ONE - RENEWAL 2010	07/14/2010	80867	1,203.66
CD	ASSOCIATED BRIGHAM CONTRACTORS - CURREN	07/14/2010	80868	34,542.00
CD	VOID CK	07/22/2010	80869	.00
CD	PETTY CASH - MILEAGE	07/22/2010	80870	101.81
CD	ROBINETTE SOUND - LIGHTING/KING AND I	07/22/2010	80871	4,250.00
CD	CHALLENGER TEAMWEAR - SOCCER EQUIPMENT	07/22/2010	80872	921.45
CD	COMMERCIAL OFFICE SUPPLY - OFFICE SUPPLI	07/22/2010	80873	1,369.75
CD	DIGITAL-ALLY - INVOICE FOR DIGITAL VIDEO	07/22/2010	80874	3,895.00
CD	ELIFEGUARD, INC. - POOL SUPPLIES	07/22/2010	80875	90.47
CD	HINCKLEY DODGE - VIN #2B3AA4CT5AH239394	07/22/2010	80876	67,944.00
CD	HONEY BUCKET - FESTIVAL DAYS	07/22/2010	80877	350.00
CD	IREC - REG. FOR J. PEHRSON & E. MILLER	07/22/2010	80878	60.00
CD	J & L GARDEN CENTER -	07/22/2010	80879	1,351.27
CD	LAYTON CITY CORP. - TRAINING CLASS FOR W	07/22/2010	80880	225.00
CD	SAFETY-WEST, INC. - HAZMAT DECECTOR METE	07/22/2010	80881	80.00
CD	SECURITY EQUIPMENT CORP. - CLASS FEE FOR	07/22/2010	80882	150.00
CD	VLCM - SONY DVD PLAYER	07/22/2010	80883	99.86
CD	WATER GEAR, INC. -	07/22/2010	80884	384.09
CD	ZiONS BANK - ANNUAL FEE	07/22/2010	80885	5,500.00
CD	BRAD ALBRECHTSEN - SWIM LESSON REFUND	07/22/2010	80886	25.00
CD	CHRISTINE ASTON - PARK DEPOSIT REFUND	07/22/2010	80887	50.00
CD	SUE BAHM - PARK DEPOSIT REFUND	07/22/2010	80888	50.00
CD	STAN BEUS - PLAY REFUND	07/22/2010	80889	75.00
CD	JANA BILTON - FEST. 5K/10K REFUND	07/22/2010	80890	30.00
CD	BROCK BISHOP - INVOICE FOR FOOTBALL CAMP	07/22/2010	80891	1,500.00
CD	BEGGAN BUCHER - FEST. DAYS BOOTH REFUND	07/22/2010	80892	100.00
CD	MARK CARLILE - REIMB. FOR FESTIVAL DAYS	07/22/2010	80893	341.71
CD	AMY CASSIL - PL;AY REFUND	07/22/2010	80894	75.00
CD	VOID CK	07/22/2010	80895	.00
CD	TERESA CRONIN - PARK DEPOSIT REFUND	07/22/2010	80896	50.00
CD	DIXIE CURTIS - PARK DEPOSIT REFUND	07/22/2010	80897	103.00
CD	AUSTIN DANIELS - CLASS REFUND	07/22/2010	80898	25.00
CD	CIRCE DOPP - PLAY REFUND	07/22/2010	80899	75.00
CD	JANET GIBBS - PARK DEPOSIT REFUND	07/22/2010	80900	50.00
CD	JIL GRANT - PLAY REFUND	07/22/2010	80901	75.00
CD	SARAH HALE - REIMB. FOR FEST. DAYS	07/22/2010	80902	55.04
CD	WAYNE HANSEN - TRAINING EXPENSES	07/22/2010	80903	8.00
CD	KRISTIN HARBERTSON - FESTIVAL DAYS REIMB	07/22/2010	80904	96.06
CD	TAMMY HARDY - PARK DEPOSIT REFUND	07/22/2010	80905	50.00
CD	LINDA HASKELL - PARK DEPOSIT REFUND	07/22/2010	80906	50.00
CD	JAN HOPKINS - PARK DEPOSIT REFUND	07/22/2010	80907	50.00

Journal	Payee or Description	Date	Check No	Amount
CD	ERIC JOHNSON - TRAINING EXPENSES	07/22/2010	80908	16.00
CD	KELLIE JOHNSON - CLASS CANCELLATION	07/22/2010	80909	75.00
CD	CHARLENE LANCASTER - PARK DEPOSIT REFUND	07/22/2010	80910	50.00
CD	KARLIE MCKINNON - KARLIE AND KMKS	07/22/2010	80911	250.00
CD	LISA MCLAWS - ACITIVIY REFUND	07/22/2010	80912	20.00
CD	NEIL MILLER - REIMB. FESTIVAL DAYS	07/22/2010	80913	225.00
CD	SANDY MOWER - PARK DEPOSIT REFUND	07/22/2010	80914	72.00
CD	MICHAEL NIELSEN -	07/22/2010	80915	424.96
CD	LOUISE ODYSSEUS - CONCESSIONS	07/22/2010	80916	28.35
CD	ELENA PACHECO - FEST. DAYS BOOTH RENTAL	07/22/2010	80917	65.00
CD	SAM PAGET - PARK DEPOSIT REFUND	07/22/2010	80918	50.00
CD	JANET PINSON - PARK DEPOSIT REFUND	07/22/2010	80919	50.00
CD	KATHY POZZUOLI - PLAY REFUND	07/22/2010	80920	75.00
CD	CATHY RICE - PARK DEPOSIT REFUND	07/22/2010	80921	50.00
CD	KATHY SEEGMILLER - REIMB. PLAY SUPPLIES	07/22/2010	80922	189.04
CD	JEFF SMITH - REFUND CASH BOND FOR EXCAVA	07/22/2010	80923	1,000.00
CD	PARISH SNYDER - TRAINING EXPENSES	07/22/2010	80924	8.00
CD	WENDY TOOLE - REIMB. FOR FESTIVAL DAYS S	07/22/2010	80925	113.83
CD	PHILIP WALTERS - FEST. DAYS BOOTH REFUND	07/22/2010	80926	105.00
CD	SHELLY WATSON - PARK DEPOSIT REFUND	07/22/2010	80927	50.00
CD	KENDRA WEBSTER - PARK DEPOSIT REFUND	07/22/2010	80928	50.00
CD	MARK WELCH - PLAY REFUND	07/22/2010	80929	75.00
CD	TODD WENTE - PLAY REFUND	07/22/2010	80930	75.00
CD	KRISTINE WESEMANN - PLAY REFUND	07/22/2010	80931	75.00
CD	VOID CK	07/22/2010	80932	.00
CD	VOID CK	07/22/2010	80933	.00
CD	WENDY WOOD - PLAY REFUND	07/22/2010	80934	75.00
CD	VOID CK	07/22/2010	80935	.00
CD	SYLVIA CLARK - REIMB. FOR PLAY CONCESSIO	07/26/2010	80936	28.63
CD	KRISTINE WESEMANN - SOCCER REFUND	07/26/2010	80937	24.00
CD	CYNTHIA WOOD - PARK DEPOSIT REFUND	07/26/2010	80938	50.00
CD	STEFANIE WOOLSEY - PARK DEPOSIT REFUND	07/26/2010	80939	50.00
CDA	ACCENT CONCRETE CUTTING	07/28/2010	80940	385.00
CDA	AMERICAN LINEN - STEINER	07/28/2010	80941	71.63
CDA	AMERICOM TECHNOLOGY	07/28/2010	80942	13,169.71
CDA	BELL JANITORIAL SUPPLY, LLC	07/28/2010	80943	371.06
CDA	MIKE BLACKHAM	07/28/2010	80944	2,150.00
CDA	BLAND TREE EXPERTS	07/28/2010	80945	2,435.00
CDA	BUREAU OF EMERGENCY MED SRV	07/28/2010	80946	55.00
CDA	CEM	07/28/2010	80947	569.00
CDA	CLS	07/28/2010	80948	1,216.48
CDA	CARQUEST AUTO PARTS STORES	07/28/2010	80949	457.73
CDA	CANYON OFFICE PRODUCTS	07/28/2010	80950	2,204.38
CDA	CHANSHARE, INC.	07/28/2010	80951	3,635.00
CDA	CINTAS FIRST AID & SAFETY	07/28/2010	80952	112.40
CDA	SHELLIE CHRISTENSEN	07/28/2010	80953	1,385.00
CDA	COLONIAL BUILDING SUPPLY, INC.	07/28/2010	80954	262.25
CDA	COMFORT SYSTEMS	07/28/2010	80955	922.50
CDA	CROFT POWER EQUIPMENT	07/28/2010	80956	718.52
CDA	DAVIS APPLIED TECHNOLOGY CENT.	07/28/2010	80957	145.80
CDA	DOMIAN BUILDING CODE SERVICES	07/28/2010	80958	50.00
CDA	DURK'S PLUMBING SUPPLY	07/28/2010	80959	174.82
CDA	ESRI	07/28/2010	80960	5,289.04
CDA	ESI ENGINEERING, INC.	07/28/2010	80961	1,320.00
CDA	EVCO HOUSE OF HOSE	07/28/2010	80962	46.71
CDA	F.A.R.M. Police Supply	07/28/2010	80963	680.30
CDA	FASTENAL COMPANY	07/28/2010	80964	46.45
CDA	FIRETROL PROTECTIONS SYSTEMS	07/28/2010	80965	89.85
CDA	GOODSON SIGNS	07/28/2010	80966	63.32

Journal	Payee or Description	Date	Check No	Amount
CDA	GRANITE CONSTRUCTION COMPANY	07/28/2010	80967	632.50
CDA	HOME DEPOT	07/28/2010	80968	863.70
CDA	ROBERT & ELDA HUFF	07/28/2010	80969	600.00
CDA	INFOBYTES, INC.	07/28/2010	80970	432.18
CDA	INTEGRA TELECOM	07/28/2010	80971	719.63
CDA	INTERMOUNTAIN SWEEPER	07/28/2010	80972	133,013.00
CDA	INTERMOUNTAIN TRAFFIC SAFETY	07/28/2010	80973	298.28
CDA	J & J PRODUCE	07/28/2010	80974	8,562.99
CDA	KASTLE ROCK EXCAVATING	07/28/2010	80975	1,190.00
CDA	KAYSVILLE CITY	07/28/2010	80976	380.00
CDA	MIKE KING	07/28/2010	80977	731.25
CDA	KURT'S SHOP	07/28/2010	80978	560.00
CDA	LES SCHWAB TIRE CENTER	07/28/2010	80979	966.28
CDA	MAW EQUIPMENT	07/28/2010	80980	1,200.00
CDA	METERWORKS	07/28/2010	80981	2,801.16
CDA	MOENCH PRINTING	07/28/2010	80982	1,621.00
CDA	FRED A. MORETON & CO.	07/28/2010	80983	54,538.00
CDA	MOUNTAIN STATES SUPPLY, INC.	07/28/2010	80984	216.15
CDA	NU-TREND ELECTRIC CORPORATION	07/28/2010	80985	70.00
CDA	OFFICE PRODUCTS DEALER	07/28/2010	80986	26.48
CDA	OFFICE DEPOT	07/28/2010	80987	184.82
CDA	ORIENTAL TRADING CO, INC.	07/28/2010	80988	50.94
CDA	PAGE BRAKE WAREHOUSE	07/28/2010	80989	2.95
CDA	PJ CHEESE, INC.	07/28/2010	80990	163.66
CDA	PARADISE BAKERY & CAFE	07/28/2010	80991	127.50
CDA	PARK LANE CHEVRON	07/28/2010	80992	16.07
CDA	JACK B. PARSON COMPANY	07/28/2010	80993	319.61
CDA	PARTS PLUS	07/28/2010	80994	145.93
CDA	PEPSI-COLA	07/28/2010	80995	315.75
CDA	PRECISION WINDSHIELD REPAIR	07/28/2010	80996	386.55
CDA	PRIME SYSTEMS	07/28/2010	80997	7,437.00
CDA	PRO KLEANERS	07/28/2010	80998	415.00
CDA	QUESTAR GAS	07/28/2010	80999	2,833.39
CDA	TOM RANDALL DISTRIBUTING	07/28/2010	81000	9,679.14
CDA	REAMS BOOTS & JEANS	07/28/2010	81001	1,844.40
CDA	RELIABLE BUSINESS SYSTEMS	07/28/2010	81002	1,258.72
CDA	RELIANET INTERNET SERVICES	07/28/2010	81003	74.85
CDA	ROCKY MOUNTAIN AMBULANCE SALES	07/28/2010	81004	123,000.00
CDA	ROCKY MOUNTAIN POWER	07/28/2010	81005	7,889.50
CDA	ROBINSON WASTE SERVICES	07/28/2010	81006	34,038.92
CDA	SAFETY-KLEEN CORP.	07/28/2010	81007	223.50
CDA	SAM'S CLUB	07/28/2010	81008	2,677.93
CDA	SEMI SERVICE, INC.	07/28/2010	81009	87.04
CDA	SHRED-IT	07/28/2010	81010	107.00
CDA	SPRINKLER SUPPLY-LAYTON	07/28/2010	81011	1,092.42
CDA	THB,INC.	07/28/2010	81012	137.50
CDA	ANNETTE TIDWELL	07/28/2010	81013	200.00
CDA	3C BUSINESS SOLUTIONS, INC.	07/28/2010	81014	9,500.00
CDA	THYSSENKRUPP ELEVATOR	07/28/2010	81015	483.12
CDA	TRI CITY NURSERY	07/28/2010	81016	178.20
CDA	TURF EQUIPMENT & IRRIGATION	07/28/2010	81017	83.54
CDA	U.R.M.M.A.	07/28/2010	81018	95,904.31
CDA	US FOODSERVICE, INC	07/28/2010	81019	600.65
CDA	UNITED SITE SERVICE	07/28/2010	81020	89.43
CDA	VERMONT SYSTEMS	07/28/2010	81021	4,632.00
CDA	WASATCH INTEGRATED WASTE	07/28/2010	81022	19.24
CDA	WORKERS COMPENSATION FUND	07/28/2010	81023	2,314.67
CD	ZIONS BANK - SID SERIES 2001	07/30/2010	81024	34,770.00
CD	TRICIA BISHOP - FOOTBALL REFUND	07/31/2010	81025	165.00

Journal	Payee or Description	Date	Check No	Amount
CD	SYLVIA CLARK - REIMB. TEST CHEMICALS	07/31/2010	81026	46.48
CD	EULALE DIXON - PARK DEPOSIT REFUND	07/31/2010	81027	50.00
CD	ROB EDMUNDS - PARK DEPOSIT REFUND	07/31/2010	81028	50.00
CD	KRISTEN HARBERTSON - FYCC FESTIVAL DAYS	07/31/2010	81029	82.98
CD	WAYNE HANSEN - TRAINING EXPENSES	07/31/2010	81030	40.00
CD	TRACI HARWARK - PARK DEPOSIT REFUND	07/31/2010	81031	50.00
CD	BRYANT IVES - TRAINING EXPENSES	07/31/2010	81032	40.00
CD	DUSTIN KNELL - FOOTBALL REFUND	07/31/2010	81033	230.00
CD	ZACKARY LOUDER - REIMB. FOR PARADE SUPPL	07/31/2010	81034	18.83
CD	ANNETTE MAXFIELD - PARK DEPOSIT REFUND	07/31/2010	81035	50.00
CD	BROOKE NELSON - REIMB. FOR PLAY SUPPLIES	07/31/2010	81036	88.94
CD	DIANA REES - SWIM LESSON REFUND	07/31/2010	81037	30.00
CD	SCOTT RICHARDSON - TRAINING EXPENSES	07/31/2010	81038	40.00
CD	LYNDA SHORT - PARK DEPOSIT REFUND	07/31/2010	81039	100.00
CD	KRIS SIMMONS - REIMB. FOR LANDSCAPING SU	07/31/2010	81040	46.86
CD	ERMA SMITH - PARK DEPOSIT REFUND	07/31/2010	81041	50.00
CD	DOUGLAS SNOW - PARK DEPOSIT REFUND	07/31/2010	81042	50.00
CD	RITA STEVENSON - PARK DEPOSIT REFUND	07/31/2010	81043	50.00
CD	JEFFREY WADSWORTH - COMM. CENTER DEPOSIT	07/31/2010	81044	300.00
CD	ANDREA WRIGHT - PARK DEPOSIT REFUND	07/31/2010	81045	50.00
CD	ALERT-ALL CORP. - FIRE PREVENTION OPEN H	07/31/2010	81046	261.00
CD	BSN SPORTS - SOCCER SUPPLIES	07/31/2010	81047	1,019.90
CD	CINTAS - FIRST AID SUPPLIES	07/31/2010	81048	161.74
CD	WEST POINT CITY - DAVIS CO. STORM WATER	07/31/2010	81049	2,954.00
CD	DAVIS CHAMBER OF COMMERCE - DAVIS CHANNE	07/31/2010	81050	1,500.00
CD	ELECTRONIC DATA SOLUTIONS - GPS UNITS	07/31/2010	81051	1,348.00
CD	FABRIC MAGIC - REPAIR	07/31/2010	81052	538.00
CD	HENRIKSEN BUTLER -	07/31/2010	81053	91,700.61
CD	NEUMANN BAKERY - OPEN HOUSE CATERING	07/31/2010	81054	166.00
CD	SPORTS SYSTEMS, INC. - REC. SUPPLIES	07/31/2010	81055	1,008.00
CD	STRIDE RACING - TIMING FEE	07/31/2010	81056	2,092.00
CD	VENTURE TECH, LLC - DOWN PAYMENT/SCAN	07/31/2010	81057	8,321.00
CD	UPS FREIGHT - SHIPPING	07/31/2010	81058	50.00
CD	UNITED RENTALS - DOLLY RENTAL	07/31/2010	81059	48.00
CD	ZIONS BANK -	07/31/2010	81060	14,206.47
			Total:	1,153,379.09

Report Criteria:

Transaction.Journal Code = cd, cda, cdpt

AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of September, 2010, by and between Farmington City, a municipal corporation of the State of Utah, hereinafter referred to as the "City" and Gordon Crabtree, hereinafter referred to as "Owner".

RECITALS:

WHEREAS, the City is preparing to commence a sidewalk replacement project which will affect sidewalks abutting Owner's property; and

WHEREAS, Farmington City ordinance 8-2-107 requires owners of property abutting City sidewalks to maintain such sidewalks in good repair; and

WHEREAS, the Owner desires that the City replace sections of sidewalk abutting its property and the City is willing to do so in accordance with the terms of this agreement; and

WHEREAS, the parties desire to share the cost of replacing sections of the sidewalk abutting Owner's property in accordance with City ordinances and the terms of this Agreement;

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

TERMS:

1. In consideration of payment by the Owner to the City as specified in paragraph number two, the City hereby agrees to cause its contractor to replace sections of sidewalk along the Owner's property at the below-listed address as designated by the Owner and agreed to by the City. All work shall be done in accordance with the City's standards and specification. The work involved includes repair of any broken sprinkler systems, but does not include landscape restoration.

2. Owner hereby agrees to pay to the City $ 175.00 in advance of any work being performed, which cost represents one-half of Owner's share of the total cost for the sidewalk replacement. Within 30 days from the completion of the work contemplated herein, Owner shall pay to City $ 175.00 representing the balance of the Owner's share of the total cost for replacement of sidewalk sections abutting Owner's property.

3. If Owner fails to make payment to the City for any portion of the cost of replacement allocated to Owner by this Agreement, the unpaid portion of the cost of replacement shall constitute a lien against the real property of the Owner. If such lien is not satisfied within sixty (60) days after being filed, the City may seek to foreclose the lien and Owner shall be responsible

100 SF @ 7.00 = 700.00 ÷ 2 = 350.00

for the payment of all costs and attorney's fees incurred by the City.

4. This Agreement contains the entire understanding and agreement of the parties with regard to the subject matter hereof and no prior agreements, oral or written, pertaining to the same which are not set forth herein shall be of any force or effect.

5. Nothing herein shall be interpreted or construed to alter Owner's continuing obligation of maintenance and repair of City sidewalks as set forth in City Ordinances.

6. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors in interest, and assigns.

DATED this 21st day of September, 2010

ATTEST:

"CITY"
FARMINGTON CITY

Margy L. Lomax, City Recorder

By: _____
Scott C. Harbertson, Mayor

"OWNER"

Gordon Cohle

Owner's Address:

1611 Ranch Rd
Farmington 84025

Dear Farmington City Council, 9/8/10

I purchased a townhouse in Rice Farms Estate, 779 S. Rice Rd. in June of 2010 and was automatically entered in the city recycle program. Because I am single and will be 66 yrs. old on Oct. 6 ,2010 , next month and am on a fixed income I had planned on taking my recycle to my former husband's house right up on 690 S. 200 E. and not paying for a recycle pick-up. Now our HOA states that we must store the garbage can and the recycle can inside our garages which I think is a good idea unless you have 2 vehicles in the garage. It is very unhandy, space wise for me to do this in our double, tho smaller garage. I would like to be considered as a resident of Farmington for 24 yrs, and who is mature enough to take care of my recyle items in another manner. I am requesting to opt out of the recycle pay program that is included in my utilities. Please inform me of you decision on this request.

Sincerely,

Joyce F. Bradwisch

801-451-5415

779 S. Rice Rd.

Farmington, Ut, 84025

Farmington City Residential Curbside Recycling Program
Policies and Procedures

Section 1: **Exemption from Participation**: The following persons shall be exempt from the City's curbside recycling program:

1.1. All persons or parties filing written opt-out requests on or prior to August 7, 2009.

1.2. All persons granted an opt-out approval either by the Mayor, City Manager or City Council subsequent to August 7, 2009, but prior to January 1, 2010.

1.3. All opt-out written requests approved by the City Council on or after January 1, 2010, subject to the following conditions:

a. Applications for exemption should be in the form of a written letter addressed to the Farmington City Council.

b. Applications should demonstrate a substantial hardship; either medical, physical or economic, should the applicant be required to participate in the City's residential curbside recycling program. Applicant should also demonstrate that their respective recycling potential is minimal. Generally, good cause for granting exemptions could include:

(1) Single person in household;
(2) Couples over 65 years of age; (both persons)
(3) Some medical, physical, or economic limitations; and
(4) Other reasons acceptable to the City Council.

c. 20% Limitation - No application requesting "exemption from participation" shall be granted exemption status unless and until such time that the total number of accounts exempted from residential curbside recycling is less than 20% of the total regular residential garbage collection customers. When and if any applicant is denied exemption because of the 20% limitation policy, such applicant will be placed on a list kept sequentially by date of application until such time that an available opening occurs because of new move-ins coming into the City. Exemption will then be granted on a first-in, first-granted basis.

Section 2: **New residents moving into vacated or new premises after August 7, 2009**

2.1. All residents whether new to Farmington or existing residents moving into new or existing dwelling units that are owned by the applicant are required to participate in the City's recycling program unless otherwise exempted by provisions of Section 1.

RESOLUTION NO. 2010- _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL ENACTING SECTION E3 TO THE CITY'S CONSOLIDATED FEE SCHEDULE RELATING TO CANCELLATION FEES OF THE COMMUNITY ARTS CENTER

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

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

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

Section 1. **Amendment.** A portion of the Farmington City Consolidated Fee Schedule relating to rental of the Community Arts Center is hereby enacted as follows:

E3. **Parks & Recreation Facilities Use Fees**

***Community Arts Center Cancellation Fee**

If a resident cancels a reservation previously scheduled for use of the Community Center within the 30-day period prior to the scheduled event, a cancellation fee will be charged.

Cancellation Fee will be..... $50.00

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, ON THIS 21ST DAY OF SEPTEMBER, 2010.

FARMINGTON CITY

_____

Mayor Scott Harbertson

ATTEST:

_____

Margy Lomax, City Recorder

Agenda Item 9

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 2010

Petitioner _____

S U B J E C T: Public Improvements Reimbursement Agreement with Farmington Partner, LLC (David S. Tolman)

ACTION TO BE CONSIDERED:

Minute motion approving the enclosed agreement.

GENERAL INFORMATION:

See enclosed agreement. This item also was talked about at last 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.

PUBLIC IMPROVEMENT REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into as the ___ day of September, 2010, by an between FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as the "City," and FARMINGTON PARTNER, LLC, a limited liability company, hereinafter referred to as the "Owner."

RECITALS:

WHEREAS, the Owner has constructed and/or installed approximately 1,475 linear feet of 8" diameter culinary water main and also a fire hydrant within Shirley Rae Drive in the Knighton Subdivision in west Farmington, in a southerly direction to Glovers Lane; and

WHEREAS, the Owner caused the line to be installed for the specific purpose of providing a culinary water service lateral to the Sue Stoddard residence at 1191 West Glovers Lane; and

WHEREAS, it is likely that the 8" culinary water line at 1191 West Glovers Lane will provide direct benefits to adjacent properties, as identified more particularly on Exhibits "A" and "B," attached hereto and incorporated herein by reference, in the foreseeable future (the "Benefitted Properties");and

WHEREAS, the Owner desires to be reimbursed for a proportionate share of the costs associated with the construction and installation of the 1,475 lineal feet of culinary water main with a fire hydrant which will benefit the Benefited Properties;

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

1. **Acknowledgement.** Parties hereby acknowledge Owner has installed an 8" diameter water main and fire hydrant within Shirley Rae Drive heretofore and that said improvements have been inspected and accepted by the City.

2. **Collection and Payment of Reimbursement.** The City will require owners of the Benefitted Properties that desire connection to the 8" diameter culinary water main to pay their proportionate share of the cost of the improvements set forth in paragraph 1 prior to allowing a connection to said line. The proportionate share shall be determined by the City based upon consideration of the street frontage as of the date of this Agreement of each respective Benefitted Property all as set forth in Exhibits "A" and "B" attached hereto and by this reference made a part hereof. For those of the Benefitted Properties which do not front on Shirley Rae Drive, the required reimbursement prior to connection to the water line shall be

$3,000. The funds collected shall be paid by the City to the Owner. The amount of reimbursement paid to Owner shall not exceed $36,500. No interest on the reimbursement amount shall be collected by the City or payable to Owner.

3. **Assignment.** The Owner specifically agrees to accept those funds which are in fact collected by the City during the term of this Agreement as full and final payment under the terms of this Agreement. Further, the Owner agrees to hold the City and its officers, employees, agents and representatives harmless from liability for any sums which, for any reason, are not collected, provided that the City has made a good faith effort to collect such sums. In the event the City is unable to collect such sums, the City shall, upon written request from the Owner, assign to the Owner any right the City may have to collect such sum and the Owner may then take whatever legal action Owner deems appropriate to collect such sums due and owing under this Agreement. Immediately upon assignment of the right to collect such sums, Owner agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from all claims, suits, costs, expenses and attorney's fees arising from or connected with the collection of such sums. Owner shall not be entitled to further assign any right under this paragraph except to an entity related to or a subsidiary of Owner.

4. **Lien on Reimbursement Amount.** As of the date of this Agreement, parties acknowledge City has not been paid for the 1" culinary water impact fee nor the 1" connection to the Sue Stoddard residence. The amount yet owed the City is $4,090. (See revised invoice #1579). Should this amount not be paid by the time reimbursements are received by the City, the City shall retain the first $4,090 collected, and the balance then payable to the Owner under the terms of this Agreement shall be $32,410.00.

5. **Ownership Improvements.** The City shall own the public improvements which are the subject of this Reimbursement Agreement. Nothing in this Agreement shall be construed to alter or affect in any way Owner's obligations under any other agreement with the City relating to the installation of public improvements or reimbursement therefor.

6. **Term of Agreement.** It is agreed that the City will make a good faith effort to collect those sums identified in paragraph 2 for a period of fifteen (15) years from the date of this Agreement or until such time as full reimbursement under the terms of this Agreement has been received by Owner, whichever occurs first.

7. **Modifications.** This Agreement shall not be modified or amended except in writing signed by the parties hereto.

8. **Permitted Assignment.** Owner may assign its rights and obligations under this Agreement to Lynn and Loraine Stoddard with the written consent of the City.

9. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, officers, employees, agents, successors in interest and assigns.

10. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

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 above written.

"CITY"

FARMINGTON CITY

ATTEST:

_____
City Recorder

By:_____
Scott C. Harbertson, Mayor

"OWNER"

FARMINGTON PARTNER, LLC

By:_____

Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On the _____ day of September, 2010 personally appeared before me Scott 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 Harbertson acknowledged to me that the City executed the same.

_____

Notary Public

OWNER ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

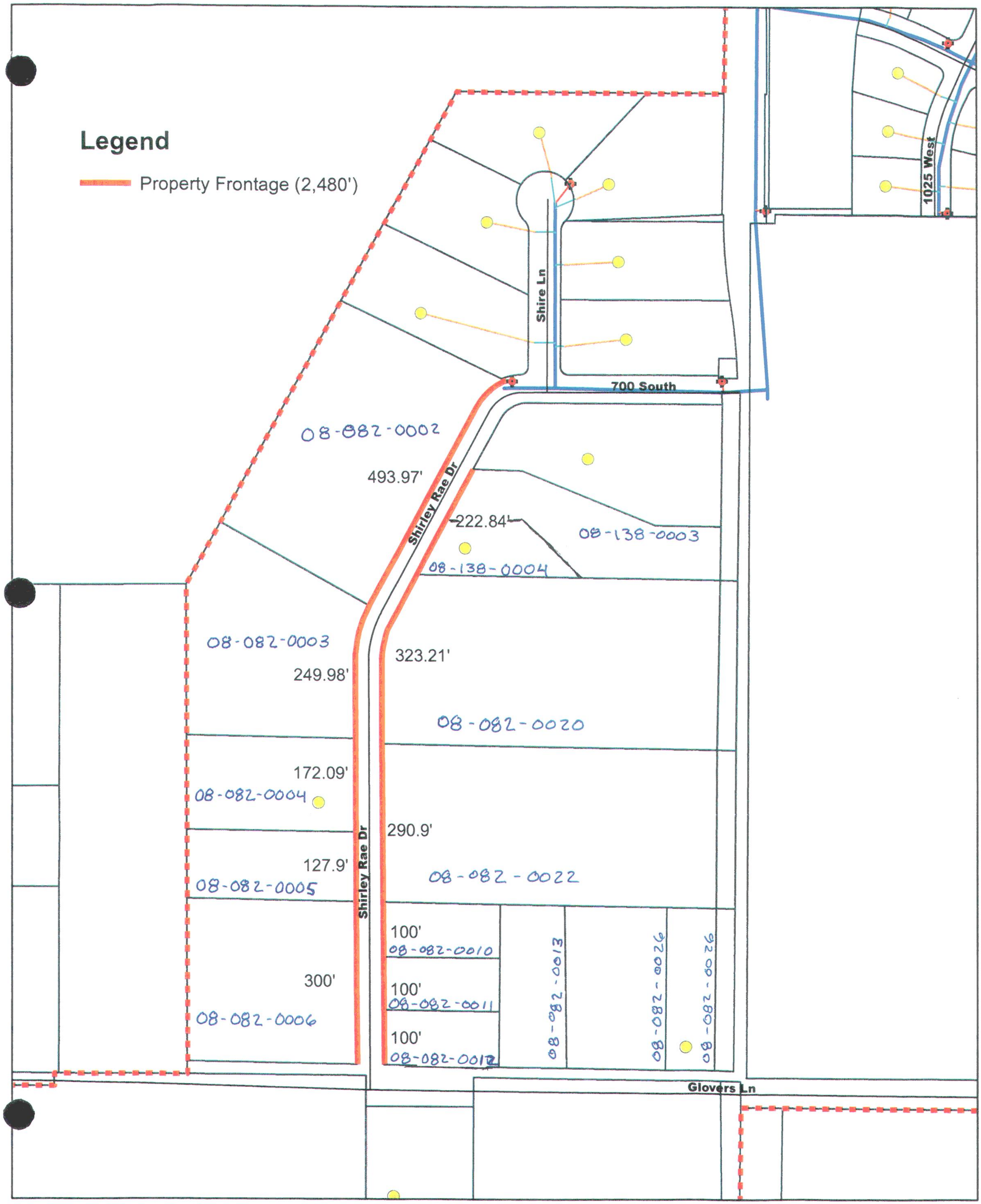
COUNTY OF _____)

On the __ day of September, 2010 personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of FARMINGTON PARTNER, LLC., a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and acknowledged to me that said limited liability company executed the same.

_____

Notary Public

Farmington City



Tuesday, April 1, 2008 10:44:10 AM
M:\Projects\Current\Farmington Base Map.mxd

0 70 140 280 420 560 Feet

EXHIBIT B

Tax ID	Owner's Address	Owner's Address 2	Owner's Name
08-082-0002	259 SOUTH LAGO VISTA CIRCLE	BOUNTIFUL, UT 84010	CROSLAND, MAYNARD S & LARAE -TRUSTEES-
08-082-0003	1304 NORTH 400 EAST	BOUNTIFUL, UT 84010	CHARLIE BANGERTER LAKEVIEW PROPERTY L L C
08-082-0004	818 SOUTH SHIRLEY RAE DRIVE	FARMINGTON, UT 84025	JONES, MICHAEL L & JOY
08-082-0005	968 EAST CHERRY LN	LAYTON, UT 84040	OPENSHAW, SUSAN J & JOHN GLENN
08-082-0006	3284 VALLEY HEIGHTS DRIVE	SALT LAKE CITY, UT 84118	MIDDLETON, BRUCE A
08-138-0003	889 WEST 2310 NORTH	WEST BOUNTIFUL, UT 84087	TINGEY, PAUL PETTIT & VICKIE JEAN FRAUGHTON - TRUSTEES
08-138-0004	727 SHIRLEY RAE	FARMINGTON, UT 84025	TINGEY, CLINT H & STEPHANIE
08-082-0020	267 NORTH 1450 WEST	WEST BOUNTIFUL, UT 84087	DEVEREAUX, IDA V AND LARSEN, CATHERINE V -TRUSTEES
08-082-0022	150 WEST 1000 NORTH	BOUNTIFUL, UT 84010	HOLZER, FRED J & MERRY JOYE
08-082-0010	4155 WEST 9600 NORTH	TREMONTON, UT 84337	SMITH, WILLIAM C & JEANNA B
08-082-0011	5731 RITTER LANE	LAS VEGAS, NV 89118	HOWELL, ROGER R
08-082-0012	1333 NORTH 1700 WEST	FARMINGTON, UT 84025	GROLL, TODD A & KRISTA R
08-082-0013	196 NORTH 800 EAST	BOUNTIFUL, UT 84010	BOWEN, N CACEY & J CAROL
08-082-0026	1132 WEST 925 SOUTH	FARMINGTON, UT 84025	BASSETT, BRUCE A & JEANMARIE N

Agenda Item 10

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 2010

Petitioner _____

S U B J E C T: Review of "Call Center Proposal" for old Kmart Building

ACTION TO BE CONSIDERED:

Does the City Council want to go along with trying to recruit the private company that is trying to create a call center at the old Kmart building or not?

GENERAL INFORMATION:

See enclosed opinion e-mail from Council Member Jim Talbot.

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: hjtalbot@comcast.net
Sent: Friday, September 17, 2010 10:20 AM
To: mforbush@farmington.utah.gov
Cc: Cory Ritz; John Bilton; Rick Dutson; Scott C. Harbertson; Sid Young
Subject: Re: Project Silver

Max,
Most everyone on the Council knows my feelings regarding a "call center" locating at the Kmart site. I'm concerned about the amount of traffic that will be generated in this area and how Farmington will be able to cope with it. I spoke with the Mayor at length yesterday concerning this usage and feel a more appropriate area would be in an industrial site location. I think that by making this happen now, we are saying that this area zoned and planned for commercial is now not important to the city. I also feel that the residents of this area if they knew what was possibly happening would not support this action.

I would suggest the following. I propose that the Mayor and two Council members fly to where they have a similar operation. Look at the area and see just where it is located. Visit the facility and see first hand the type of employees that are there and find out how long they have been employed. Let's see first hand if this fits this area and most of all Farmington. I don't want to sell this area short of what this area can bring to the City in the future, commercially. I would propose a public hearing and receive feedback from the residents in the area, since they will be the people most affected by this operation.

I honestly don't see many residents of Farmington directly benefiting from employment opportunities. Yes, it will create jobs, but for who?

As always, I'm willing to listen. As always, I will give you my honest opinion. I believe this is why we have been elected by our citizens, and I am committed to that end.
Jim
----- Original Message -----
From: "Max Forbush" <mforbush@farmington.utah.gov>
To: "Cory Ritz" <critz@foragegenetics.com>, "Jim Talbot" <hjtalbot@comcast.net>, "John Bilton" <jbilton@centershift.com>, "Rick Dutson" <rdutson@dutsonbuilders.com>, "Scott C. Harbertson" <scottharbo@msn.com>, "Sid Young" <sidyoung1@msn.com>
Sent: Friday, September 17, 2010 9:46:40 AM
Subject: FW: Project Silver

fyi

From: Kent Sulser [mailto:ksulser@co.davis.ut.us]
Sent: Thursday, September 16, 2010 6:04 PM
To: Marlin Eldred; Max Forbush; Dave Petersen; Scott Harbertson
Subject: RE: Project Silver

I do agree, as Marlin and I have discussed this opportunity. It could be insignificant in the overall picture and development of Farmington. They attract college students and secondary wage earners. It fits the building and will support the surrounding businesses and future Station Park.
Kent

From: Marlin Eldred
Sent: Wednesday, September 15, 2010 11:22 AM
To: Max Forbush; Dave Petersen; 'Scott Harbertson'
Cc: Kent Sulser
Subject: Project Silver

All,

Just something to think about. While project Silver does bring low paying jobs it will bring at least 62 high paying jobs that would be family sustaining. The other issue is the retail climate around the old K-Mart building. It is struggling and this would help the surrounding businesses. The only incentive the city might be able to offer would be a reduction or wavier of the building permit fee. I know they have set aside $4 million for internal improvements to include work stations, computers, technology upgrades, office space, etc. What would the permit fee work out to? It could be insignificant in the overall picture but it also shows the cities willingness to have there business in your community. There is and always will be a nitch for call centers. They attract college students and secondary wage earners. If you could give me your thoughts on this project I would appreciate it.

I know the building is one of the top if not the top land site being focused on.

Thanks,
Marlin Eldred
Economic Development
Davis County
Phone 801-451-3278

State if Utah Incentive Application

1. Company Information
   - Name: APAC Customer Services, Inc.
   - Address: 2201 Waukegan Road, Suite 300, Bannockburn, IL 60015
   - Point of Contact:
     - Tadd Wisinski (as agent for APAC)
     - Phone: 212-328-4251
     - Email: tadd.wisinski@ugl-equis.com
     - Fax: 212-328-4240
   - PR/Company Communications Contact:
     - TBD
     - Phone:
     - Email:
     - Fax:
   - Federal tax ID number: 36-2777140
   - Utah State Tax Commission sales tax, corporate tax and payroll withholding tax account numbers: None

2. Application Type
   Industrial Assistance Fund (IAF)

3. Company Overview
   APAC Customer Services, Inc. (Nasdaq: APAC) is a leading provider of customer care services and solutions for market leaders in healthcare, financial services, publishing, business services, travel and entertainment, and communications. APAC partners with its clients to deliver custom solutions that enhance bottom line performance.

4. Project Description
   - Type of operation: APAC is seeking a new 400 seat customer service center to house approximately 600 customer service representatives and their support and management staff to accommodate its continued domestic business expansion. The center will function as an inbound customer service and support center.
   - Utah Operations: There is currently no other APAC location in the state of Utah.
   - Cost: It is estimated APAC will spend approximately $1,500 per seat for information technology and $2,500 on furniture, fixtures and equipment. Additionally, required tenant improvements will likely be in the range of $30 per square foot. Therefore, total investment is estimated at:
     i. $600,000 for IT
     ii. $1,000,000 for FF&E
     iii. $1,200,000 for tenant improvements
     iv. TOTAL $2,800,000
   - Employment and benefit opportunities
   - This will not be a manufacturing operation

5. Incentive
   - Benfits of project: APAC has a history of making long-term commitments to the cities in which it resides. Its employees are actively encouraged to become involved in community charities using a "ground-up" approach in which the employees bring ideas for corporate charity to

management rather than directives from the top down. The 660 jobs offer long-term employment opportunities with a defined career path for personal development leading to low turnover and a positive work environment.

- Negative impact of project: There are no negative impacts associated with the project.
- Material issues: There are no outstanding material issues affecting the project.
- Amount of incentive: APAC is seeking the maximum incentive award possible as it will be used to offset capital and rental expense.
- The Incentive is critical as margins in the call center industry are very low which has forced many competitors to move jobs offshore. While APAC does have offshore operations, it remains committed ot domestic growth as well. Incentives are cirtical to mainting a low enough cost base to ensure the ongoing viability of domestic centers. A decision on location is expected to be made in late 4th quarter 2010 or first quarter 2011.
- Other government funding: No other funding applied for

6. Competition
   APAC is considering the states of Georgia and Tennessee in addition to Utah and has applied for incentives in those states as well. Incentive award amounts have not yet been determined.

7. Local Incentive
   Jake Randall

8. Financial
   - Juli to provide P&L, balance sheet and financials for 3 yrs
   - Trade/credit references – Scott

Project Silver
Payroll and Investment Projection

	Per Seat	Total	
IT Investment	$1,500	$600,000	400 Seats
FF&E	$2,500	$1,000,000	
Total Invesment		$1,600,000	

	Employees	Ogden			
		Base	Bonus	Avg / Emp	Payroll
Year 1	**168**			**$32,958**	**$5,537,008**
CSR	150	$20,483	$8,193	$28,676	$4,301,430
Team Leaders	10			$57,352	$573,524
Operations Managers	1			$80,293	$80,293
Trainers	2			$80,293	$160,587
Workforce	2			$80,293	$160,587
IT Specialists	2			$80,293	$160,587
General Manager	1			$100,000	$100,000
Year 2	**333**			**$32,473**	**$10,813,428**
CSR	300	$20,483	$8,193	$28,676	$8,602,860
Team Leaders	20			$57,352	$1,147,048
Operations Managers	3			$80,293	$240,880
Trainers	4			$80,293	$321,173
Workforce	3			$80,293	$240,880
IT Specialists	2			$80,293	$160,587
General Manager	1			$100,000	$100,000
Year 3	**662**			**$32,154**	**$21,285,977**
CSR	600	$20,483	$8,193	$28,676	$17,205,720
Team Leaders	40			$57,352	$2,294,096
Operations Managers	5			$80,293	$401,467
Trainers	8			$80,293	$642,347
Workforce	6			$80,293	$481,760
IT Specialists	2			$80,293	$160,587
General Manager	1			$100,000	$100,000

Agenda Item 11

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 2010

Petitioner _____

SUBJECT: City Manager's Report

- 900/1000 North Street Improvement Project
  See enclosed notice of meeting to be held with property owners on Wednesday, September 22. A few have called and come in wanting additional information.

- Station Parkway Progress Report.
  To be provided at City Council meeting. Delay in paving northern part

- Other Projects/Issues to be provided at City Council meeting.
- upstairs layout - CRes
- Cemetery and Park Acquisitions
- Demo/or no Demo Mary Meyers house?

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

FARMINGTON
HISTORIC BEGINNINGS · 1847

September 13, 2010

NOTICE OF INFORMATION MEETING

- **900 North/1000 North Streets** -
  Culinary Water Line and Water Service Lateral Replacement Project;
  Reconstruction of Streets;
  Discussion Regarding Curb and Gutter Improvements

Dear Property Owner,

The City's Public Works Department, City Engineer and City Manager invite you to attend an information meeting to be held at the Farmington City Hall, 160 South Main Street, (new building) on **Wednesday, September 22, 2010, at 6:00 p.m.** in Conference Room 3 located on the second floor. The purpose of the meeting is three fold as follows:

- To review the scope and timing of the above-referenced project.
- To answer questions regarding the project.
- To determine the level of interest of private property owners paying to have curb and gutter installed along abutting property frontages that lack such improvements.

The enclosed aerial photo is meant to be "conceptual" in nature. Should you have any questions about the project, please feel free to call me at 939-9203.

Respectfully,

Max Forbush

Max Forbush
City Manager

MF/ml

cc: Mayor Scott C. Harbertson
Members of the City Council

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PHONE (801) 451-2383 · FAX (801) 451-2747
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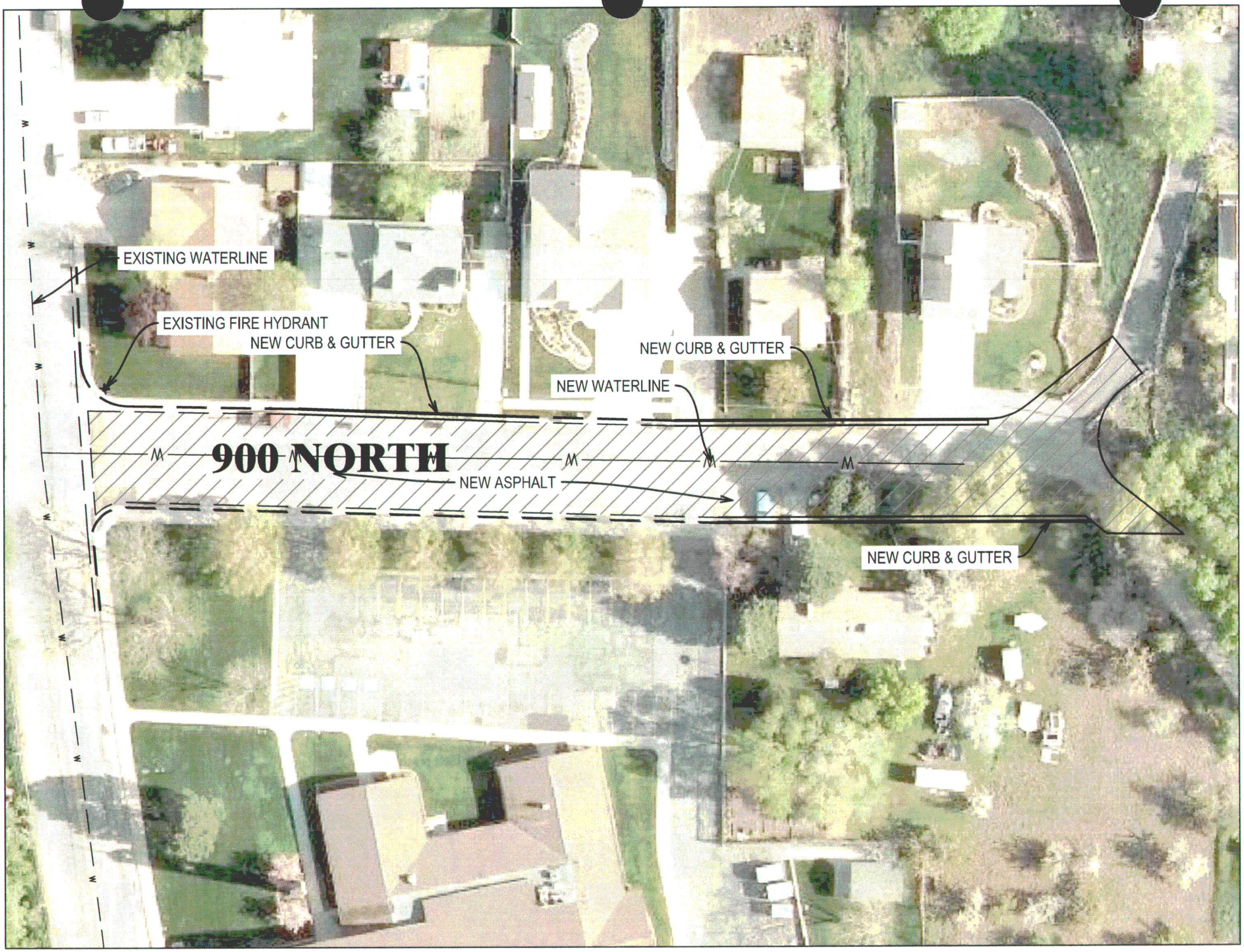
EXISTING WATERLINE
EXISTING FIRE HYDRANT
NEW CURB & GUTTER
NEW CURB & GUTTER
NEW WATERLINE
900 NORTH
NEW ASPHALT
NEW CURB & GUTTER

EXISTING WATERLINE
EXISTING FIRE HYDRANT
NEW CURB & GUTTER
NEW WATERLINE
EXISTING FIRE HYDRANT
R42.00
1000 NORTH
NEW ASPHALT
NEW CURB & GUTTER

Agenda Item 12

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 2010

Petitioner _____

SUBJECT: Governing Body Reports

- **Mayor Harbertson**
  - Retirement of Fire Chief Larry Gregory. See enclosed letter. Other information will be provided at City Council meeting.

- **City Council**

Bob Statt - yes on tree

John Bilton -

Harmons : demonstration for cooking class 12th
7, 12th

SID
Max
Glen
Rick Dorgan

SID Young

Jim Talbot

Kindergarten Bus - Lawning Bank Lane
School District

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

15 Sep 2010

Farmington City Corporation
Mayor Scott Harbertson
Max Forbush – City Manager
P.O. Box 160
Farmington, Utah 84025

Dear Mayor Harbertson;

Max Forbush, members of the City Council and beloved members of Farmington City Fire Department. The time is at hand for me to let you know of my intent to resign as the Fire Chief for this department. I will retain the position during the selection process for the new Chief and also during a short transitional period. My health has deteriorated such that I am no longer able to do justice to my work. It is with great sadness that I approach this juncture in my life.

To the members of the fire department, I want to express my sincere appreciation, love and respect for the dedicated service you have given to the citizens of this fine community. Often under extremely stressful circumstances you have stepped up and given your very best in an effort to assist and save lives and property. I deem this experience one of the most rewarding of my life and the realization that it is now behind me is difficult to contemplate, but I know in the future you will continue to work hard. It has been an honor to be a member of such a noble brotherhood.

It has also been a wonderful experience to work with the city government of Farmington. In each and every instance, my experience with you and other Mayors, City Councils, present and past, and in particular Max Forbush has been outstanding. The cooperation between the fire department, police department, public works, the city staff could not have been better and has always been an exceptional experience for me. I will miss those associations.

Know that it has been an honor to work with each and every one of you.
Sincerely,

Larry Adams Gregory
1987 North Main Street
Centerville, Utah
84014

Agenda Item 13

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 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.

Closed Session - Acquisition of Real Property
Pending Litigation

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

Agenda Item 14

CITY COUNCIL AGENDA

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

For Council Meeting:
September 21, 2010

Petitioner _____

S U B J E C T: Items of General Correspondence

14-1. City Council Action List for regular Council meeting held September 7, 2010. (See Tab 15.)

14-2. Letter to Lindon and LeAnn Evans; Mark Evans; and Lance Evans signed by Mayor Harbertson. (See Tab 16.)

14-3. Letter to Brent DeJong from Gary Uresk, City Administrator of Woods Cross City. This letter continues to illustrate the city managers and Barry Burton working with UDOT in an attempt to find a solution to the maintenance of the Legacy Trail. (See Tab 17.)

14-4. Letter to Shane and Julie Prescott signed by Max Forbush. (See Tab 18.)

14-5. Bond reduction letters pertaining to The Village of Old Farm Phase 3 Subdivision. (See Tab 19.)

14-6. Letter to Thomas Arts by the Davis County Community and Economic Development Department with Marlin Eldred writing the letter. (See Tab 20.)

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

CITY COUNCIL ACTION LIST
FOR REGULAR COUNCIL MEETINGS HELD September 7, 2010

Disposition					ACTION ITEM
Dept	Initiated	Complete	Not Started	Number	
CD	X			1	Process Merrill and Cheri Law flag lot.
Adm		X		2	Place Tolman/Stoddard Reimbursement Agreement on September 21st Agenda.
Adm /PW			X	3	Process reconveyance of 20' wide strip of property to Cory and Heidi Ritz.
Adm		X		4	Complete acquisition of Station Parkway right of way with First Utah Bank.
Adm		X		5	Number and file resolution amending Chapter 17 of Personnel Policies - Administrative directive to department heads.
Adm		X		6	Place resolution amending Consolidated Fee Schedule - Community Arts Center cancellation fee on September 21st Agenda.
Adm		X		7	Number and file Agreement with Blake Matthews/Wilding Engineering.
Adm		X		8	Number and file Sunrise Engineering services agreement.
Adm	X			9	Finalize agreement with CenterCal re: Station Park fees, resurfacing of Clark Lane, etc.
Adm		X		10	Number and file Letter of Understanding with CRS regarding lease of upstairs at City Hall.
Adm		X		11	Mail notices to 900/1000 North residents regarding water line replacement.
Adm	X			12	Set up meeting with Doug Allen and attorney.

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
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CITY COUNCIL

MAX FORBUSH
CITY MANAGER

FARMINGTON
HISTORIC BEGINNINGS · 1847

September 15, 2010

Lindon and LeAnn Evans
2271 Bench Lago Road
Grace, Idaho 83241

Mark Evans
2001 North 1210 West
Pleasant Grove, Utah 84062

Lance Evans (sent via email)

Dear Evans Family:

The City Council and I have reviewed your letter proposal dated July 12, 2010, pertaining to: (1) A storm sewer easement crossing your property or acquisition of the necessary property for a proposed storm sewer line running adjacent to and north of Clark Lane; (2) the Park Lane realignment; and (3) a property exchange proposal to accommodate the Park Lane realignment.

Please be advised that the City Council has reviewed the proposal and rejected the same. The City intends to go in a different direction in this matter. It is unfortunate that a mutually satisfactory solution could not be found.

Sincerely,

Scott C. Harbertson
Mayor

SCH/ml

cc: Members of the City Council

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PHONE (801) 451-2383 · FAX (801) 451-2747
www.farmington.utah.gov

Woods Cross City

September 9, 2010

J. Brent De Young, P.E.
UDOT Region 1
166 West Southwell Street
Ogden, Utah 84401

Dear Brent,

We appreciated the opportunity to meet with you and tour the Legacy Parkway Trail a few weeks ago. The City managers have met since that date and would like to meet with you as soon as possible to finalize the agreement.

There are a few issues we need to discuss before finalizing the agreement which are as follows:

1. The trail underpass structure northeast of the Birnam Woods trailhead, as you are aware, needs to be repaired to keep water off of the trail in the structure. We feel that until this work is completed we cannot accept maintenance of any of this underpass area and request this area remain under UDOT maintenance including the structure as well as the trail surface until the structure is repaired.

2. We feel the lighting within the trail structures underneath the Parkway and other state highways should be maintained by UDOT since these are UDOT structures.

3. Since the irrigation system is so interconnected between the trail area and the roadway, we feel the appropriate way for this to be maintained is to have it maintained by one entity, be it one of us or a private contractor, with each of us paying a portion of the cost. We would like to discuss this with you to determine if we can come to an agreement on how best to maintain the irrigation system.

4. Could you check with the Legacy Team to see if there were any plans to seal the trail? Typically we seal our trails after they are constructed to prolong the need to repair and replace them. We would like to

1555 South 800 West • Woods Cross, Utah 84087 • 292-4421 • Fax 292-2225

discuss our concerns of the trail not being sealed prior to us taking over maintenance.

I have attached a copy of the agreement with the proposed changes in red. I have also listed the trail system components in Exhibit A of the agreement.

Of the possible dates to meet, September 23rd appears to be the best for us. I have scheduled to meet at 2:00 p.m. on the 23rd here at Woods Cross. If for some reason this doesn't work for you, please let me know so I can reschedule.

Sincerely,

Gary Uresk
City Administrator

cc: Barry Edwards, North Salt Lake
Barry Burton, Davis County
Steve Thacker, Centerville City
Max Forbush, Farmington City
Craig Howe, West Bountiful City

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
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SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

FARMINGTON
HISTORIC BEGINNINGS · 1847

September 13, 2010

Sent Certified Mail

Shane and Julie A. Prescott
1947 West Old Fort Road
Farmington, UT 84025

Re: **Trespass Issues: Farmington Ranches Park**

Dear Mr. and Mrs. Prescott:

This letter is a formal request for the immediate removal of the sub-surface drain flowing from your property onto the Farmington Ranches Park. The drain is causing damage to the park and constitutes as a trespass on the City's property. (See enclosed photo.) Please correct this problem within the next 30 days.

The City's Parks & Recreation Department has also documented damage to the Park resulting from your unauthorized access across the Park to your back yard. (See enclosed photos.) Please cease and desist from any further trespass. Further violation may result in legal action as afforded by law.

Respectfully,

Max Forbush

Max Forbush
City Manager

MF/ml

Enclosures

cc: Mayor Scott C. Harbertson
Members of the City Council
Neil Miller, Parks & Recreation Director
Walt Hokanson, Public Works Director
Todd Godfrey, City Attorney

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FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

MAX FORBUSH
CITY MANAGER

August 18, 2010

Judy Parry
Developers Surety and Indemnity Company
Box 19725
Irvine, CA 92623

Re: Begin Warranty Period- Village at Old Farm, Phase III
Surety Bond No 884986

Dear Ms. Parry,

We have received a request to substantiate work completed and begin the warranty period on the public improvements in the above referenced subdivision. The City has inspected the work and found it to be acceptable at this time. The one year warranty period will expire on August 18, 2011.

You are hereby authorized to reduce the Surety Bond Account by $91,999.80, leaving $119,222.75 in the account. This amount remaining is the warranty bond and is to be held until the release of the project. Please let us know if there is any discrepancy in the remaining balance figure. Should you have any questions please contact Ken Klinker at 801-939-9212.

Sincerely,

Ken Klinker

Ken Klinker
Farmington City

cc: Max Forbush
Mayor and City Council
Mark Murdock, Gardner BTS Old Farm, LLC
File

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PHONE (801) 451-2383 FAX (801) 451-2747
www.farmington.utah.gov

DAVIS COUNTY COMMUNITY AND
ECONOMIC DEVELOPMENT
County Memorial Courthouse – 28 East State Street, P.O. Box 618, Farmington, UT 84025

Sept 2, 2010

Thomas Arts
Dave Thomas, President/CEO
240 S. 200 W.
Farmington, UT. 84025

Subject: Business Visit

Dear Dave:

Thank you for taking time out of your busy schedule to meet with Kent and me this week. As we continue to move our county forward we need the valued insight a business like Thomas Arts brings to the table. We applaud you for weathering the economic storm while continuing to grow your business every year. As Thomas Arts continues to grow in the future we hope that some of that employment comes to Davis County. 45% of our workforce travels outside of Davis County every day. We currently have enough jobs in the county to employ 75% of our workforce. It is businesses like yours that expand and bring on more employees that will help bring our out-migration down.

Kent and I view ourselves and Government as a resource to help your business grow not to place road blocks in your way. As we continue to move forward with the Branding of Davis County we hope that you will be involved in the process. We value your expertise and what you have done for other communities. If you are able, we will see you on September 20th at 1:00pm at the Davis Conference Center.

Thank you for your commitment and locating your business in Davis County. If there is anything we might support or do in offering assistance, please let us know. Again, we are here to help and be a resource, feel free to contact us as needed.

Thank you again.

Best Regards:

Marlin Eldred
Davis County Community and Economic Development

Cc: Commissioner Downs
Mayor Scott Harbertson – Max Forbush, City Manager

Phone: 801-451-3278 – Fax: 801-451-3281 – TDD: 451-3228
Website: www.daviscountyutah.gov