CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the City Council of the City of Farmington will hold a regular meeting on **Tuesday, October 18th 2022** at City Hall 160 South Main, Farmington, Utah. A tour of Wasatch Integrated Waste will being at 3:30. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm.in the Council Chambers**.** The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so at dcarlile@farmington.utah.gov

TOUR OF WASATCH INTEGRATED WASTE – 3:30 p.m.

WORK SESSION – 6:00 p.m.
Helicopter Discussion
Discussion of Regular Session Items upon Request

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:
- Invocation – Alex Leeman, Councilmember
- Pledge of Allegiance – Scott Isaacson, Councilmember

PRESENTATION:
- Department Discussion - Public Works & Engineering

PUBLIC HEARING:
- Consolidated Fee Schedule (CFS) changes.

BUSINESS:
- Resolution appointing Sterling Jenson to the PRAT Board
- Water Revenue Bonds Series 2022 – Parameters Resolution
- License Agreement with Andy McFarland to Install a private sewer lateral in the Glovers Lane row
- Quit Claim Deed - Sell of 0.02 acres of City Property at 662 N 100 E

SUMMARY ACTION:
- Request to apply property to public interest use
- Encroachment Agreement with the Bureau of Reclamation (BOR) to allow road improvements for the business park
- Encroachment Agreement with the Bureau of Reclamation (BOR) and UDOT to allow the Park Lane pedestrian bridge over the BOR easement.
- Improvements Agreement with Chestnut Farms 2012, LLC
- Improvement Agreement with Phillip and Natalie Hunter for the Hunter Subdivision Development

GOVERNING BODY REPORTS:
- City Manager Report
  - Fraud Risk Management Assessment
- Mayor Anderson & City Council Reports

ADJOURN

CLOSED SESSION – Minute motion adjourning to closed session, for reasons permitted by law.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact DeAnn Carlile, City Recorder at 801-939-9206, at least 24 hours in advance of the meeting.

CERTIFICATE OF POSTING *I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website www.farmington.utah.gov, and emailed to media representatives on October 13th, 2022*

DeAnn Carlile, Farmington City Recorder

Brett Anderson
Mayor

Roger Child
Scott Isaacson
Melissa Layton
Alex Leeman
Amy Shumway
City Council

Brigham Mellor
City Manager

WORK SESSION
CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: **Paul Roberts, City Attorney**
Date: October 18, 2022
Subject: **Helicopter Nuisance Abatement Ordinance**

SUMMARY

The City Council has received multiple complaints about the private use of helicopters within City limits. Specifically, the loud noise, rotor downwash (air forced downward), low elevation of flight and safety concerns have been raised with the Council.

Pursuant to the City's police power to prohibit and abate nuisances, the City has the authority, after making appropriate findings, to regulate or prohibit non-emergency helicopter take-offs or landings, and to regulate the elevation required to be maintained by those flying over the City. There are many cities that have already done so across the nation. State law is silent on this issue, and the FAA has limited regulations of helicopters, none of which address nuisance concerns.

RECOMMENDATION(S)

The Council should consider the City's options and give direction to staff to prepare an ordinance, if Council action is desired.

BACKGROUND

Helicopters are a convenient means of transport for those with the means to use them. However, several of their functions can cause nuisances to those around them. Chiefly, the vibrations of the helicopter's blades cause noise; even from 500 feet above, a helicopter is reportedly as loud as standing next to a gas-powered lawnmower; and as with all sound, the decibel level increases as proximity decreases. Rotor downwash, which occurs when a helicopter hovers (or is landing/taking off) near the ground, can cause damage to people or property by stirring up or propelling debris like dust and other foreign objects. When operated at a low elevation, residents may raise concerns with their privacy and the interruption of peace in residential neighborhoods. And low-flying helicopters risk colliding with structures, wires, or trees; they also may have less time to react and land safely in the rare case of a malfunction.

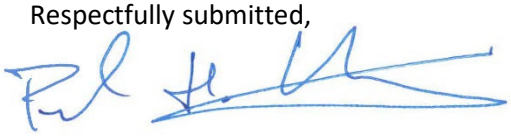
Some communities, especially those with burgeoning helicopter-tourism businesses, have enacted regulations surrounding helicopter use in their communities. There are a wide variety of interventions that have been utilized, from outright bans to requiring helicopters to land in appropriately placed helistops. Here are some common restrictions:

- Bans against take-off or landing within City limits
    - Bans sometimes adopt a proximity requirement for residences, schools, etc
- Minimum flying elevations (except when taking off or landing):
    - Elevations vary by jurisdiction
    - 500 feet above residential uses is common
    - 200 feet above any non-residential buildings/structures
    - 1000 feet city-wide exists in some cities (adopting the FAA's guidance which applies to all low-flying aircraft)
        - But the FAA guidance includes an exception for helicopters if the operation is conducted without hazard to people or property
- Prohibition against taking off or landing except at a permitted heliport or helistop
    - A heliport is usually defined as a location where supplies, such as fuel and tools for maintenance, may be safely stored and is ordinarily in industrial areas or near airports
    - A helistop is usually defined as a location where people or cargo can be unloaded, but not as a place where the helicopter is stored/maintained/refueled
    - A permitting process is established by these ordinances, with specific requirements of the site, such as:
        - Site plans showing landing and take-off areas, approach paths, obstructions within a certain range
        - Proximity requirements from residences, schools, etc
        - Fencing or other site requirements, such as the site being free of dust and debris
- Hours of operation restrictions
- Limits on the number of helicopter trips from helistops/helipads within a given time period
- Designating specific zones in which helipads or helistops are conditional or permitted uses
- Requirements governing pilot licensure for operation above populated areas

Ordinances universally permit emergency landings and take-off, such as for medical emergencies.

There may well be additional abatement measures that the Council would like to consider. Staff seeks the Council's direction related to the measures it would like to see in City code, if any.

Respectfully submitted,



Paul Roberts
City Attorney

Review and concur,



Brigham Mellor
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2022

PUBLIC HEARING: **Consolidated Fee Schedule (CFS) changes**

GENERAL INFORMATION:

See staff report prepared by Kyle Robertson, Accountant

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

FARMINGTON CITY

BRETT ANDERSON
MAYOR
ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL
BRIGHAM MELLOR
CITY MANAGER

CITY COUNCIL STAFF REPORT for October 18, 2022

To: Mayor and City Council
From: Kyle Robertson
Date: October 12, 2022
Subject: **Consolidated Fee Schedule (CFS) changes**

RECOMMENDATION

Move that the City Council adopt the enclosed resolution amending the Consolidated Fee Schedule.

BACKGROUND

Since the adoption of the Consolidated Fee Schedule on June 21, 2022, several members of City staff have proposed amendments to the Consolidated Fee Schedule.

1. **Fire hydrant and meter rental fee (section B13):** The City allows non-City contractors to use City fire hydrants and City water during major construction projects. These fees are assessed to cover the costs of providing that service.
2. **Service Fee for credit/debit cards (section B14 and C3)**: The City incurs a processing fee by its contracted credit card processing vendor. The City simply passes along these costs to the payer; there is no 'mark-up' by the City.
3. **Impact Fees (section C1)**: The impact fee-related changes to the Consolidated Fee Schedule reflect the changes that were proposed and adopted during the July 5, 2022 council meeting.
4. **Water Meter Costs (section C1):** The changes to the meter fees reflect the increased costs incurred by the City in providing the water meters. The City simply passes along these costs to the developer; there is no 'mark-up' by the City.
5. **Perpetual Care Fee (section E2)**: The perpetual care fee is assessed to fund major improvements to the cemetery and/or expand the cemetery. For example, the new irrigation system approved as part of the FY23 budget will be partially paid for with perpetual funds.

Respectfully submitted,

Kyle Robertson
Accountant

Review and concur,

Brigham Mellor
City Manager

RESOLUTION NO: ___

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE CONSOLIDATED FEE SCHEDULE

WHEREAS, the City Council has review the Consolidated Fee Schedule and has determined that the same should be amended as provided herein; and

WHEREAS, the City Council, upon recommendation from the City's Administrative staff, has determined that an amendment of the Consolidated Fee Schedule is necessary to include certain new and adjusted fees

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

Section 1: Amendment. The Farmington City Consolidated Fee Schedule is hereby amended to include the various changes as proposed by City staff. See exhibited "A" attached.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 18TH DAY OF OCTOBER 2022.

ATTEST: **FARMINGTON CITY**

_____ _____

DeAnn Carlile, City Recorder **Brett Anderson, Mayor**

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

- Fees are effective July 1 2022, unless otherwise stated -

A. LAND USE RELATED FEES

Time of Payment

Application fees shall be payable at the time the application is filed for review with Farmington City. Applications shall not be deemed complete until payment is made. Development Impact Fees or other required fees shall be payable prior to issuance of permits for developments or, in the case of subdivisions, prior to recordation of a subdivision plat.

[Note: the initial deposit for professional service/consultant fees set forth below is required at the time of application and each quarter thereafter up and until plat recordation, the issuance of building permit, the submittal of a site plan, application for preliminary, minor, or final subdivision plat, street dedication plat recordation, street vacation or street name change recordation, and/or until an easement or easement amendment is recorded--whatever the case may be--in anticipation of direct engineering/survey, City Attorney, and/or consultant review costs to be incurred by the City; fees are also required quarterly to pay any such cost incurred above the deposit amount—likewise, any deposit money not needed to off-set these costs will be refunded to the applicant].

A1.	**Administrative Determination Application Fee**	$	125.00	
	*Minor Conditional Use Amendments			
	*Minor Variances			
	*Nonconforming Uses			
	*Temporary Use			
	*Uses Not Listed			
A2.	**Annexation Application Fee**	$	400.00	
	Staff Processing (Administrative, Planning) plus cost of notice publication in Davis County Clipper, recording fees			
A3.	**Conditional Use Application**	$	200.00	
			$25 per acre or portion thereof	
	*Time Extension	$	100.00	
A4.	**Site Plan Approval by Planning Commission**			
	***Concept Plan**	$	400.00	
	***Site Plan Application** (Commercial, Industrial, or Apartment Dwelling Group)			
	First acre or portion thereof	$	650.00	
	Acres 2, 3 and 4 or any portion thereof	$	500.00	Acre
	Each acre or portion thereof over 4	$	350.00	Acre
	***SPARC Review**	$	250.00	
	PLUS:			
	Engineering and Professional Service Fee, Initial & Quarterly Deposit	$	500.00	
	(Deposit for consultant services beyond the amount covered in the base fee. Adjustment shall be made prior to submittal of site plan according to direct consultant service costs incurred - see note above)			

	***Project Master Plan (PMP) Application**	$	400.00	

(Adjustment shall be made prior to submittal of Site Plan according to direct professional service costs incurred - see note above. Developer shall pay actual cost.)

***Single-family, Two-family dwelling, and Other Minor Permitted Uses**

	Site Plan Review	$	25.00	

(Applicant shall also pay all review costs incurred by the City Engineer and City Attorney)

	No Site Plan Review	NO FEE		
	***Condominium Conversion**	$	150.00 +	
		$	50.00	
	***Time Extension**	$	100.00	unit
A5.	**Board of Adjustment / Building Board of Appeals Application**	$	150.00	
	*Appeals			
	*Non-Conforming Uses			
	*Variances			
A6.	**General Plan Amendment**	$	300.00	
A7.	**Temporary Use Application (to Planning Commission)**	$	100.00	
A8.	**Special Exception**	$	150.00	
A9.	**Zoning Amendment**			
	*Rezone	$	300.00	
	*Text Change	$	200.00	
A10.	**Re-Application**			
	*When Application is pulled by Applicant	$	50.00	
	*Conditional Uses	$	0.50	
		of original fee		
A11.	**Public Hearing Notice Fee**	Varies		

Cost of newspaper publication plus postage for each individual notice (Charged every time a public hearing is required).

A12. Maps and Publications

***Maps sized 24"X36"** - Streets, General Plan, Zoning, Other		
Black and White	$	5.00
Color	$	15.00
***Maps sized 11"X17"** - Streets, General Plan, Zoning, Other		
Black and White	$	0.50
Color	$	2.50
***Zoning Ordinance Text**	$	15.00
***General Plan Text**	$	5.00
***Subdivision Ordinance Text**	$	5.00
***Other Titles**	$	5.00

A13. Planning Commission Review $ 25.00

(Used for informal review of proposal by the Planning Commission)

City Council Review $ 25.00

(Used for informal review of proposal by the City Council)

A14. Conservation Easement Amendments

Application Fee	$	250.00
Engineering and Professional Service Fee, Initial & Quarterly Deposit	$	750.00

(In accordance with the Conservation Easement Amendment Policy, the applicant is required to pay for any legal and engineering fees incurred by the City in response to an application request. The Professional Services Deposit is required to be paid at the time the application is filed with the City, and each quarter thereafter - see note above. Any unused deposit will be refunded to the applicant after recording of the easement amendment or denial of the application, as applicable. The applicant shall be required to pay for any legal and engineering costs incurred by the City in response to the application that exceed the deposit - see note above. Such costs shall be paid prior to recording of the easement amendment, if approved, or within 30 days of final decision, if denied.

Recording Fee Varies

(Actual cost determined and charged by Davis County Recorder)

Conservation Easement Enforcement and Monitoring Fund As set by City Council

A15. Additional Reviews

(After the second review, each application re-submission to the Development Review C committee (DRC) shall require full payment of the respective application fee).

B. DEVELOPMENT RELATED FEES

Time of Payment

Application fees shall be payable at the time the application is filed for review with Farmington City. Applications shall not be deemed complete until payment is made. Development Impact Fees or other required fees shall be payable prior to issuance of permits for developments or, in the case of subdivisions, prior to recordation of a subdivision plat.

[Note: the initial deposit for professional service/consultant fees set forth below is required at the time of application and each quarter thereafter up and until plat recordation, the issuance of building permit, the submittal of a site plan, application for preliminary, minor, or final subdivision plat, street dedication plat recordation, street vacation or street name change recordation, and/or until an easement or easement amendment is recorded--whatever the case may be--in anticipation of direct engineering/survey, City Attorney, and/or consultant review costs to be incurred by the City; fees are also required quarterly to pay any such cost incurred above the deposit amount—likewise, any deposit money not needed to off-set these costs will be refunded to the applicant].

B1. Impact Fees

a. City (See Exhibit B (1)(a)

b. Others - Central Davis Sewer & Benchland Irrigation (See Exhibit B(1)(b)(1) & (2)

B2 Inspection of Improvements - 2% of City Engineer's estimate of the cost of public improvements.

B3. Subdivision / Planned Unit Developments (PUD)

***Schematic Plan or Subdivision Yield Plan**	$ 400.00
***Preliminary Plat or minor Subdivision Plat**	$ 500.00 + $45/Lot
***Final Plat**	$ 500.00 + $60/Lot
***Preliminary (PUD) Master Plan or Development Plan**	1/2 of Prelim Plat Fee
***Final (PUD) Master Plan or Development Plan**	$ 500.00 + $45/lot
***Subdivision by Metes & Bounds** (Without dedication only - with dedication see Preliminary Plat)	$ 200.00 + $45/Lot
***Plat Amendment**	
With no streets	$45/Lot
With streets	$45/Lot
***Recording Fee** (Actual cost charged by Davis County Recorder)	Varies

***Condominium Conversion**	$	150.00 + $50/Unit
***Lot Line/Boundary Adjustment**	$	125.00
***Time Extension**	$	100.00

B4. Streets and Easements

*Street Dedication	$	150.00
*Street Vacation	$	150.00
*Street Name Change	$	150.00
*Easement Vacation	$	100.00

B5. Slurry Seal Fee — $1.80/Sq.Yard

Persons constructing public streets within developments in the City will be assessed a slurry seal fee of $1.80/square yard. The slurry seal will be contracted by the City or under the direction of the City following specs as outlined in the City's Development Standards.

B6. Decorative Street Lighting Fee

***Utility Granville**	$	3,200.00 Per Light

100 W HPS, Clear Acrylic, no bands on trim with shield (GVU100HP12B7NCUH) and 14' high, 5" shaft painted black fluted, direct bury, galvanized base (S14F5/9-CA-DBBGALV) and cost of wiring.

B7. Temporary Occupancy Application Fee	$	50.00
B8. Special Truck Routing Permit Application Fee	$	50.00

B9. Storm Water Permit Fees

*Storm Water Permit Application Fee	$	50.00
*Storm Water Permit Bond	$	1,000.00
*Storm Water Permit Reinstatement Fee	$	100.00
*Storm Water Permit Violation Fine		
With no contamination of storm water system	$	100.00
With contamination of storm water system	$	200.00

B10. PLUS:

Engineering and Professional Service Fee, Initial & Quarterly Deposit

First 10 Lots	$	1,000.00
Each additional Lot		$35/lot, $50/lot in Foothill OZ

(Engineering and legal fees are required with adjustment made prior to application for Final Plat according to direct professional service costs incurred - see note above)

*Single Lot or Parcel Residential Construction Cleaning Fee

0 - 500 Square feet	$	75.00
501 - 1000 Square feet	$	150.00
1001 - 2500 Square feet	$	225.00
2501 - 4000 Square feet	$	300.00
4000 - Square feet and larger	$	375.00

B11. Miscellaneous or Pre-Application Professional Services Deposit

*Minimum Deposit	$	150.00
*Maximum Deposit (Unless otherwise set by the Council)	$	2,500.00

(A professional services deposit may be required for applications, inquiries or pre-application review of proposals or contracts, or any other services rendered by the City's engineering, legal, building, planning, architectural, or other consultants. Any services valued above the minimum deposit must be approved by the City Manager.)

B12. Additional Reviews

(After the second review, each application re-submission to the Development Review Committee (DRC) shall require full payment of the respective application fee.)

B13. Fire Hydrant and Water Meter Rental

*Deposit (refundable)	$	150.00	
*Water Meter Rental Fee (3" meter)	$	25.00	per month
*Water Usage fee based on 1" meter rates found in section D1 below	$	20.90	per month (min.)

B14. Service Fee for Credit/Debit Cards 2.95%

C. BUILDING PERMIT APPLICATION & RELATED FEES

Time of Payment

Fees in this section shall generally be payable prior to the issuance of the building permit.

C1. Application Fees

a. See Exhibit C(1)(a) "Resolution 2008-31".

b. Plan Check Fee:

Residential 40% of building application fee.

Residential (same model)	$	100.00

Commercial 65% of building application fee.

c. State Inspection Fee - 1% of bldg. application fee

d. Storm Water Permit	$	50.00

e. Cash Bonds:

Construction, Residential	$	500.00
Construction, Commercial	$	1,000.00
Storm Water, Residential (See B-9)	$	1,000.00
Storm Water, Commercial (See B-9)	$	1,000.00

Farmington City Miscellaneous Residential Building Permit Fees

Item	Cost Per Square Foot or Flat Rate
Basement Rough (New Construction)	$ 13.75
Basement Finish (New Construction)	$ 18.45
Finish Basement (Existing)	$ 6.05
Garage	$ 23.65
Carport	$ 13.03
Porches with Redwood Deck	$ 15.69
Porches with Concrete Slab	$ 13.31
Patio - Concrete	$ 3.99
Open Deck - Redwood	$ 8.23
Swimming Pool (above ground)	$ 33.37
Swimming Pool (below ground)	$ 44.41
Hot Tub (2 inspections, flat rate)	$ 111.10
Retaining Wall (8')	$ 61.71
Retaining Wall (2')	$ 40.29
Convert Roof - Flat to Pitch	$ 8.51
Agriculture Building (under 400 s.f.)	$ 14.22
Agriculture Building (over 400 s.f.)	$ 19.65
Agriculture Building (open)	$ 12.06
Storage Shed (under 400 s.f.)	$ 17.15
Storage Shed (over 400 s.f.)	$ 19.57
Solar (Flat Rate)	$ 378.00

**On small projects that are difficult to determine a valuation, the Building Official has the discretion to determine how many inspections the project will require and charge accordingly.

Note: Minimum permit fee is $55.00 for one inspection and .50 for State 1%

Plan Check Fee - 40% of Building Fee

Plan Check Fee for Duplicate Models (card file) Plans - $100

Building Valuation Data

Square foot Construction Costs (a,b,c,d)

Group	(2006 International Building Code)	Type of construction				
		IA	IB	IIA	IIB	IIIA
A-1	Assembly, theaters, with Stage	196.11	189.78	185.37	177.6	$ 167.20
	Assembly, theaters, without stage	177.62	171.29	166.88	159.1	$ 148.75
A-2	Assembly, nightclubs	149.94	145.74	142.04	136.49	$ 128.53
A-2	Assembly, restaurants, bars, banquet halls	148.94	144.74	140.04	135.49	$ 126.53
A-3	Assembly, Churches	180.72	174.39	169.98	162.21	$ 151.82
A-3	Assembly, general, community halls, libraries, museums	152.81	146.48	141.07	134.3	$ 122.33
A-4	Assembly, arenas	176.62	170.29	164.88	158.1	$ 146.75
B	Business	154.16	148.70	144.00	137.27	$ 125.07
E	Educational	166.52	160.91	156.34	149.52	$ 140.14
F-1	Factory & industrial, moderate hazard	92.68	88.42	83.7	80.93	$ 72.45
F-2	Factory & industrial, low hazard	91.68	87.42	83.7	79.93	$ 72.45
H-1	High Hazard, explosives	86.84	82.58	78.86	75.09	$ 67.79
H234	High Hazard	86.84	82.58	78.86	75.09	$ 67.79
H-5	HPM	154.16	148.70	144.00	137.27	$ 125.07
I-1	Institutional, supervised environment	152.30	147.08	143.14	137.34	$ 128.24
I-2	Institutional, hospitals	256.26	250.80	246.11	239.38	$ 226.55
I-2	Institutional, nursing homes	179.18	173.72	169.02	162.3	$ 150.51
I-3	Institutional, restrained	174.99	169.52	164.83	158.1	$ 147.16
I-4	Institutional, day care facilities	152.30	147.08	143.14	137.34	$ 128.24
M	Mercantile	111.44	107.24	102.53	97.99	$ 89.62
R-1	Residential, hotels	154.24	149.02	145.08	139.28	$ 129.95
R-2	Residential, multiple family	129.33	124.11	120.17	114.37	$ 105.16
R-3	Residential, one & two-family	122.11	118.76	115.86	112.68	$ 108.62
R-4	Residential, care/assist living facilities	152.30	147.08	143.14	137.34	$ 128.24
S-1	Storage, moderate hazard	85.84	81.58	76.86	74.09	$ 65.79
S-2	Storage, low hazard	84.84	80.58	76.86	73.09	$ 65.79
U	Utility, miscellaneous	65.15	61.60	57.92	55.03	$ 49.70

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

- Fees are effective July 1 2022, unless otherwise stated -

Group	(2006 International Building Code)	Type of construction			
		IIIB	IV	VA	VB
A-1	Assembly, theaters, with Stage	162.27	171.92	152.56	146.94
	Assembly, theaters, without stage	143.82	153.43	134.1	128.49
A-2	Assembly, nightclubs	124.91	131.71	116.5	112.58
A-2	Assembly, restaurants, bars, banquet halls	123.91	130.71	114.5	111.58
A-3	Assembly, Churches	146.89	156.54	137.18	131.57
A-3	Assembly, general, community halls, libraries, museums	118.97	128.63	108.26	103.65
A-4	Assembly, arenas	142.82	152.43	132.1	127.49
B	Business	120.41	131.97	109.81	105.37
E	Educational	132.98	144.59	123.34	118.69
F-1	Factory & industrial, moderate hazard	69.29	77.68	59.67	56.5
F-2	Factory & industrial, low hazard	68.29	76.68	59.67	55.5
H-1	High Hazard, explosives	63.63	71.84	55.02	NP
H234	High Hazard	63.63	71.84	55.02	50.85
H-5	HPM	120.41	131.97	109.81	105.37
I-1	Institutional, supervised environment	124.73	138.61	116.09	111.54
I-2	Institutional, hospitals	NP	234.08	211.31	NP
I-2	Institutional, nursing homes	NP	157.00	135.27	NP
I-3	Institutional, restrained	141.52	152.80	131.92	125.48
I-4	Institutional, day care facilities	124.73	138.61	116.09	111.54
M	Mercantile	87.00	93.21	77.59	74.67
R-1	Residential, hotels	126.44	140.32	117.8	113.25
R-2	Residential, multiple family	101.65	115.53	93.01	88.46
R-3	Residential, one & two-family	105.77	110.77	101.74	95.91
R-4	Residential, care/assist living facilities	124.73	138.61	116.09	111.54
S-1	Storage, moderate hazard	62.63	70.84	53.02	49.85
S-2	Storage, low hazard	61.63	69.84	53.02	48.85
U	Utility, miscellaneous	46.33	51.94	39.23	37.34

*a. Private Garages use Utility, miscellaneous

*b. Unfinished basements (all use group) = $15 per sq. Ft.

c. For shell only building deduct 20%

d. NP = Not Permitted

Electronic files of the latest Building Valuation Data can be downloaded from the Code Council website at www.iccsafe.org/cs/techservices

Notes: (1) As per 10-3-110, working without a permit is up to double amount of standard fee

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

- Fees are effective July 1 2022, unless otherwise stated -

Farmington City Corporation

~~Impact Fees~~						
~~Property Type~~	~~Unit of Measure~~	~~Impact Fees per Unit~~				
		~~Storm Water Drainage*~~		~~Parks & ** Recreation~~	~~Fire Impact Fee for Land & Building**~~	~~Fire Impact Fee for Apparatus**~~
		~~East Service Area~~	~~West Service Area~~			
~~Single Family~~	~~dwelling unit~~	~~$786~~	~~$1,605~~	~~$4,049~~	~~$139~~	
~~Multi-Family 8 or less per acre~~	~~dwelling unit~~	~~$630~~	~~$1,287~~	~~$3,828~~	~~$93~~	
~~Multi-Family more than 8/acre~~	~~dwelling unit~~	~~$560~~	~~$1,144~~	~~$3,828~~	~~$93~~	
~~Hotel~~	~~Room~~	~~$347~~	~~$709~~	~~No Fee~~	~~49~~	~~293~~
~~Commercial~~	~~1,000 sq. Ft.~~	~~$1,093~~	~~$2,233~~	~~No Fee~~	~~118~~	~~702~~
~~Office~~	~~1,000 sq. Ft.~~	~~$836~~	~~$1,707~~	~~No Fee~~	~~58~~	~~344~~
~~Industrial~~	~~1,000 sq. Ft.~~	~~$964~~	~~$1,970~~	~~No Fee~~	~~25~~	~~151~~
~~Warehouse~~					~~11~~	~~65~~
~~Mini-Warehouse~~					~~3~~	~~16~~
~~Institutional~~	~~1,000 sq. Ft.~~	~~$386~~	~~$788~~	~~No Fee~~	~~58~~	~~344~~

Impact Fees					
Property Type	Unit of Measure	Impact Fees per Unit			
		Storm Water Drainage*	Parks & ** Recreation	Fire Impact Fee for Land & Building**	Fire Impact Fee for Apparatus**
Single Family	dwelling unit	$1,710	$4,049	$139	
Multi-Family 8 or less per acre	dwelling unit	$1,300	$3,828	$93	
Multi-Family more than 8/acre	dwelling unit	$1,300	$3,828	$93	
Hotel	Room	$1,300	No Fee	49	293
Commercial	1,000 sq. Ft.	$2,377	No Fee	118	702
Office	1,000 sq. Ft.	$1,812	No Fee	58	344
Industrial	1,000 sq. Ft.	$2,103	No Fee	25	151
Warehouse	1,000 sq. Ft.	$2,103		11	65
Mini-Warehouse	1,000 sq. Ft.	$2,103		3	16
Institutional	1,000 sq. Ft.	$838	No Fee	58	344

Impact Fees (Continued)

Property Type	Unit of Measure	Impact Fees per Unit		
		Police Capital Facilities**	Total	
			East	West
Single Family	dwelling unit	$278	$4,203	$5,022
Multi-Family 8 or less per acre	dwelling unit	$186	$2,909	$3,566
Multi-Family more than 8/acre	dwelling unit	$186	$2,839	$3,423
Hotel	Room	$97	$786	$1,148
Commercial	1,000 sq. Ft.	$266	$2,179	$3,319
Office	1,000 sq. Ft.	$150	$1,388	$2,259
Industrial	1,000 sq. Ft.	$89	1229	2235
Warehouse			76	76
Mini-Warehouse			$19	$19
Institutional	1,000 sq. Ft.	$157	$945	$1,347

*Impact Fee Collected at Plat Recordation

**Impact Fee Collected at Building Permit

~~Cost of Road Facilities for New Development~~				
~~Property Type~~	~~Unit of Measure~~	~~Impact Fee Amount*~~		
		~~Net Cost per Service Unit~~	~~Service Unit Generation Rate~~	~~Net Fee Amount~~
~~Single-Family~~	~~dwelling unit~~	~~$2,467 (Single-family only)~~	~~$1.00~~	~~$2,467~~
~~Multi-Family~~	~~dwelling unit~~		~~$0.65~~	~~$1,614~~
~~Hotel~~	~~room~~		~~$0.60~~	~~$1,491~~
~~Commercial~~	~~1,000 Square feet~~		~~$1.46~~	~~$3,592~~
~~Office~~	~~1,000 Square feet~~		~~$1.28~~	~~$3,161~~
~~Warehouse~~	~~1,000 Square feet~~		~~$0.37~~	~~$918~~
~~Mini-Warehouse~~	~~1,000 Square feet~~		~~$0.22~~	~~$540~~
~~Industrial~~	~~1,000 Square feet~~		~~$0.73~~	~~$1,794~~
~~Institutional (average)~~	~~1,000 Square feet~~		~~$0.68~~	~~$1,687~~
~~* Impact Fee Collected at Building Permit~~				

Transportation Impact Fee				
Property Type	Unit of Measure	Impact Fee Amount*		
		Cost per Average Daily Trips (ADT)	Adjusted Trip Rate	Amount/Unit
Single-Family	Dwelling Unit	$509.41	4.72	$2,404
Multi-Family (townhomes)	Dwelling Unit	$509.41	3.66	$1,864
Multi-Family (apartments)	Dwelling Unit	$509.41	2.72	$1,386
Industrial Park 130	1,000 sq. Ft.	$509.41	1.69	$861
General Manufacturing	1,000 sq. Ft.	$509.41	1.97	$1,004
Warehousing	1,000 sq. Ft.	$509.41	0.87	$443
Mini-Warehouse	1,000 sq. Ft.	$509.41	0.76	$387
Mobile Home Park	Dwelling Unit	$509.41	3.25	$1,656
Assisted Living Center	Bed	$509.41	1.3	$662
Hotel	Room	$509.41	4.18	$2,129
Movie Theater	1,000 sq. Ft.	$509.41	39.05	$19,892
Elementary School	Students	$509.41	0.95	$484
Middle School / Junior High School	Students	$509.41	1.07	$545
High School	Students	$509.41	1.02	$520
Private School (K-8)	Students	$509.41	2.06	$1,049
Church	1,000 sq. Ft.	$509.41	13.82	$7,040
Day Care Center	1,000 sq. Ft.	$509.41	23.81	$12,129
Library	1,000 sq. Ft.	$509.41	36.03	$18,354
Hospital	1,000 sq. Ft.	$509.41	5.36	$2,730
General Office Building	1,000 sq. Ft.	$509.41	4.87	$2,481
Medical-Dental Office Building	1,000 sq. Ft.	$509.41	17.4	$8,864
Business Park	1,000 sq. Ft.	$509.41	6.22	$3,169
Building Material and Lumber Store	1,000 sq. Ft.	$509.41	9.03	$4,600
Nursery (Garden Center)	1,000 sq. Ft.	$509.41	34.05	$17,345
Shopping Center / Strip Mall	1,000 sq. Ft.	$509.41	12.46	$6,347
Automobile Sales (New)	1,000 sq. Ft.	$509.41	13.92	$7,091
Automobile Sales (Used)	1,000 sq. Ft.	$509.41	13.53	$6,892
Tire Store	1,000 sq. Ft.	$509.41	10.27	$5,232

Supermarket	1,000 sq. Ft.	$509.41	34.17	$17,407
Convenience Market	1,000 sq. Ft.	$509.41	186.76	$95,137
Drive-in Bank	1,000 sq. Ft.	$509.41	32.51	$16,561
Restaurant, Sit-Down (High Turnover)	1,000 sq. Ft.	$509.41	31.97	$16,286
Fast Food without Drive-Through Window	1,000 sq. Ft.	$509.41	98.68	$50,269
Restaurant with Drive Through Window	1,000 sq. Ft.	$509.41	117.74	$59,978
Auto Care Center	1,000 sq. Ft.	$509.41	11.86	$6,042
Gasoline/Service Station	Fueling Position	$509.41	49.88	$25,409
Gasoline/Service Station with Convenience Store	1,000 sq. Ft.	$509.41	316.8	$161,381
Self Service Car Wash	Wash Stall	$509.41	54	$27,508
* Impact Fee Collected at Building Permit				

~~Water Impact Fees* All Development~~	
~~Property Type~~	~~Amount~~
~~3/4" Water Meter~~	~~$ 2,148.00~~
~~1" Water Meter~~	~~$ 3,580.00~~
~~1 1/2" Water Meter~~	~~$ 7,160.00~~
~~2" Water Meter~~	~~$ 11,456.00~~
~~3" Water Meter~~	~~$ 22,912.00~~
~~4" Water Meter~~	~~$ 35,800.00~~
~~6" Water Meter~~	~~$ 71,599.00~~
~~8" Water Meter~~	~~$ 114,558.00~~
~~* Impact Fee Collected at Plat Recordation~~	

~~** Impact Fees for meters larger than 4 inches will be based on annualized average day demand and the net capital cost per gallon of capacity.~~

Water Impact Fees*		
Property Type	Amount	
Single Family / dwelling unit	$	4,263.00
Multi-Family / dwelling unit	$	2,500.00
Hotel / ERC**	$	4,263.00
Commercial / ERC**	$	4,263.00
Office / ERC**	$	4,263.00
Warehouse / ERC**	$	4,263.00
Industrial / ERC**	$	4,263.00
Institutional / ERC**	$	4,263.00
* Impact Fee Collected at Plat Recordation		
** One Equivalent Residential Connection (ERC) = 24 Drainage Fixture Units (DFU). Minimum impact fee is $4,263.00.		

Size of Meter	Meter Fee	
3/4"	~~$ 350.00~~	$ 317.00
1'	~~$ 425.00~~	$ 469.00
1 1/2"	~~$ 520.00~~	$ 880.00
2"	~~$ 620.00~~	$ 1,048.00
3"	~~$ 2,025.00~~	$ 2,353.00
4"	~~$ 2,585.00~~	$ 3,196.00
6"	~~$ 4,771.00~~	$ 5,187.00
8"		$ 6,167.00

Table No. 1-A Building Permit Fees

Total Valuation	FEE
$1.00 to $500	$23.00
$501 to $2,000	thereof, to and including $2000.00
$2,001 to $25,000	thereof, to and including $25,000.
$25,001 to $50,000	fraction thereof, to and including $50,000.
$50,001 to $100,000	$643.75 for the first $50,000 plus $7.00 for each additional $1,000 or fraction thereof, to and including $100,000.
$100,001 to $500,000	$993.75 for the first $100,000 plus $5.60 for each additional $1,000 or fraction thereof, to and including $500,000.
$500,001 to $1,000,000	$3,233.75 for the first $500,000 plus $4.75 for each additional $1,000, or fraction thereof, to and including $1,000,000.
$1,000,001 and Up	$5,608.75 for the first $1,000,000 plus $3.15 for each additional $1,000, or fraction thereof.

1. Inspections outside of normal business hours …… Minimum Charge - Two (2) hours	$55.55/hr.*
2. Reinspection fees assessed under provisions of Section 305.8……	$55.55/hr.*
3. Inspections for which no fee is specifically indicated …… Minimum Charge - one-half hour	$55.55/hr.*
4. Additional plan review required with changes, additions or revisions to plans……..	$55.55/hr.*
5. For use of outside consultants for plan checking and inspections, or both……..	Actual Costs**

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

** Actual costs include administrative and overhead costs.

NOTE: (1) Commercial plan check fees are 65% of building fee.

(2) Residential plan check fees are 40% of the building fee.

(3) As per 10-3-110, working without a permit can result in double fees.

C2. Connection Fees/Other

a.*__**Culinary Water**__ (See August 16, 2001, Memo) 160

Fee covers the City's expense for inspection, meter installation, overhead, inventory and account setup charges, plus actual cost of meter rounded to the nearest $5 if meter box, lid and setter or yoke and other pertinent parts are supplied by developer or contractor, or actual cost of the meter, box, and lid, setter or yoke and other pertinent parts rounded to the nearest $5 when they are not provided by contractor or developer.

b. __**Irrigation Water**__ - Benchland Water District

c. __**Street Cleaning Fee**__

0 - 500 sf	$	80.00
501 - 1000	$	160.00
1001 - 2500	$	240.00
2501 - 4000	$	325.00
Above 4000	$	405.00

C3. Service Fee for Credit/Debit Cards 2.95%

D. ENTERPRISE FUND - USER FEES

Time of Payment

Payment is due by the end of each billing month.

D1. Culinary Water

Water minimum (Base Rate)

Residential		$	20.90	per month
Commercial	Up to 1"	$	20.90	per month
	1.5"	$	43.80	per month
	2"	$	70.10	per month
	3"	$	131.40	per month
	4"	$	218.90	per month
	6"	$	437.80	per month
	8"	$	700.60	per month

The meter size will be determined by the largest meter installed. If more than one meter is installed of the same size, then the charge will be determined by the number of those meters installed. If more than one size of meter is installed, the largest meter size will be charged the base meter rate.

Usage charges:

Residential	0-5000	Minimum		Base Rate
	5001-10000	$	2.90	1000 gals
	10001-20000	$	3.20	1000 gals
	20001&above	$	3.50	1000 gals
Commercial:		$	2.50	1000 gals

Water users living outside of Farmington City limits will be charged double the rate.

D2. **Sanitary Sewer**

We collect for Central Davis Sewer. They determine the rates. Rates are determined by averaging the water use for the prior year from July 1- June 30.

Single family residential units and individually metered dwelling units		$	25.00
Residential Pump		$	26.10
Multiple residential units having a common meter commercial & non-residential units		$	43.50 month

Commercial accounts the first 25,000 gallons are assessed $43.50 the remaining quantity is assessed $1.68 or $1.76 (if pumped).

Commercial	Quantity 25	$	1.74
	Remaining	$	1.96
Commercial - Multi Units	Quantity 25	$	1.74
	Remaining	$	1.96
Commercial Pumped	Quantity 25	$	1.83
	Remaining	$	2.04
Commercial - Multi Units - Pumped	Quantity 25	$	1.83
	Remaining	$	2.04

D3 **Garbage Collection**

First automated container	$	15.60	Month
First additional automated container	$	12.70	Month
	per		Container

D4. **Recycling Collection Fee** $ 3.20 Month per Container

D5. **Storm Water Utility**

***Drainage Utility Fee**

a. Each single family residential unit and residential duplex shall be charged the following monthly "Drainage Utility Fee" as the established base rate for one Equivalent Service Unit (ESU) equaling 4,083 sf of impervious surface.

b. Each developed multi-family residential parcel, commercial parcel, and other non-residential parcel shall be charged a monthly Drainage Utility Fee as the multiple of the base rate set forth in Section 1, based upon the number of ESU's on the property and the measured impervious surface area. The number of ESU's on any particular developed parcel shall be determined by measuring the amount of impervious surface on the parcel (in square feet) and dividing that number by the designated base ESU of 4,083 sf. The actual monthly Drainage Utility Fee shall be computed by multiplying the total ESU's for the parcel by the monthly rate set forth in Section 1. For example, a parcel with 25,000 square feet of impervious surface area shall pay a fee of $42.86 per month (25,000) 4,083=6.123 then 6.123X$7=$42.86.

NOTE:

All deposits are cumulative and adjustments will be made at building permit issuance or plat recordation unless developer withdraws application(s) or approvals expire.

D6. Transportation Utility

Transportation Utility Fee	$	3.00	Month

a. Single Family Dwelling. As specified in the latest edition of the Institute of Transportation Engineers (ITE) Trip General Manual a single family dwelling generates 9.5 trips/day. Accordingly, each single family dwelling shall be charges the following monthly "Transportation Utility Fee" as the established base rate for one Equivalent Residential Unit (ERU) equaling $3.00

b. Two-Family Dwelling and Multiple-Family Dwelling. Each two-family and multiple-family dwelling use shall be charged a monthly Transportation Utility Fee as the multiple of the base rate established in sub paragraph D6.a (or $3.00) and based upon the number of ERU's on the property as measured by the size of the use and the trips generated thereby as set forth in the ITE manual for such use. The actual monthly Transportation Utility Fee shall be computed by multiplying the total ERU's for the use/parcel by the monthly rate of $3.00

c. Non-Residential Uses. Each and all non-residential uses shall be charged a monthly Transportation Utility Fee of $1.53 and based upon the number of ERU's on the property as measured by the size of the use and the trips generated thereby as set forth in the ITE manual for such use. The actual monthly Transportation Utility Fee shall be computed by multiplying the total ERU's for the use/parcel by the monthly rate $1.53. For example, a parcel with 25,000 square foot miscellaneous retail building shall pay a monthly fee of $366.00 [that is: ITE trips generated for said use per 1,000 square feet = 46.12 and multiply this number by 25 (i.e. the toal s.f. of 25,000/1,000)---or 46.12 X 25 - which equals 1,156.25 trips; then calculate the number of ERUs for the same by dividing the 1,156.25 trips by the trips in one ERU (or 9.5 trips), which equals 122 ERUs; then multiply the 122 ERU figure by $1.53, which results in a montly tramportation utility fee of $186.66 for the 25,000 s.f. building in this example].

E. PUBLIC PROPERTY/PARKS & RECREATION RELATED FEES

Time of Payment

a. For Cemetery services, payment is generally due at time request for services is made

b. Parks & Recreation user fees are due as per the Parks & Recreation Rules & Procedures

E1.	**Street Excavation Permit Fee**	$	70.00

Requires minimum cash bond of $1000 as per Section 8-5-140 of City code and additional bonding as determined by the City's Public Works Director

E2. Cemetery Fees

Transfer of burial rights from one designated heir to another	$	27.00

***Grave Marker Fees**

Flat Marker	$	27.00
Raised Markers	$	160.00

***Sale of "Right to Burial"**

Perpetual Care Fee	$	250.00
Residential Adult	$	540.00
Non-residential Adult	$	810.00
Residential Child	$	160.00
Non-residential Child	$	190.00

***Burial Fees (Weekdays)**

Residential Adult	$	540.00
Non-residential Adult	$	1,075.00
Residential Child	$	160.00
Non-residential Child	$	430.00

***Burial Fees (Weekends/Holidays/After 4:00)**

Residential Adult	$	810.00
Non-residential Adult	$	1,350.00
Residential Child	$	430.00
Non-residential Child	$	810.00

***Disinterment Fees**

Residential Adult (limited to vaults only)	$	1,300.00
Non-residential Adult (limited to vaults only)	$	2,150.00
Residential Child or Urn (adult or child)	$	860.00
Non-residential Child or Urn (adult or child)	$	1,075.00

***Re-purchase Price for the City's "Right to Burial"**

Burial sites adjacent to each other or single site adjacent to another single burial site	$	430.00	per grave
Single burial sites	$	110.00	burial site

E3. Parks & Recreation Facilities Use Fees

***Park Picnic Boweries(Pavilions)(3 hour min)**

Deposit	$	55.00	
Food Truck Deposit	$	110.00	
Resident (per bowery)(per hour)	$	15.00	
Non-resident (per bowery)(per hour)	$	25.00	
Woodland Grass Area (per hour)	$	27.00	

Deposits must be paid at the time of reservation. Concellations shall not be made less than 7 days before the reservation date in order to obtain a full refund. Cancellations made with less than 7 days advance notice will foreit all fees paid, with the exception of bad weather or a lightning storm.

***Special Use Permit Fees**

Use of amplified sound	$	27.00	hr.
Electricity for WOODLAND LAWN area	$	27.00	
Band(s) with amplified sound	$	110.00	
Extra electricity for blow-up toys and/or other amusement devices	$	27.00	hr.
Food Trucks	$	27.00	
Animal show	$	27.00	
Groups over 300 participants	$	80.00	

(Other special uses that may adversely affect neighboring property owners)

***Community Arts Center Rental Fees**

Main Floor

Deposits (Refundable):

Main Hall & Kitchen	$	215.00	

Rental Fees:

Main Hall (reserved in 2-hour increments)	$	55.00	hr.
Kitchen (minimum of 2 hours)	$	15.00	hr.
Resident (Families, receptions, etc.)	$	55.00	hr.
Non-resident	$	135.00	hr.
Commercial	$	70.00	hr.
Recitals	$	70.00	hr.
Non-profit Clubs	$	70.00	hr.

(Non-Profit Clubs or organization must be Farmington based and 75% residents.)

Organizations	$	70.00	hr.
City Employees	$	27.00	hr.
One Microphone CD and/or iPod hookup	$	11.00	hr.
Sound and Light Technician	$	27.00	hr.

All fees (except additional classroom and sound for multi-purpose rooms) include Custodial/Building Supervisor fees @$15/hr.

Classroom

1, 2, 3, or 4 (reserved in 2-hour increments)

Deposit (Refundable)	$	54.00	
Resident	$	16.00	hr.
Non-resident	$	27.00	hr.

Multi-Purpose Room (including sound and kitchen)

Deposit (Refundable)	$	80.00	
Resident	$	32.00	hr.
Non-resident	$	59.00	hr.
City Employees	$	11.00	hr.

Entire Basement with sound:

Resident	$	43.00	hr.
Non-resident	$	86.00	hr.

Ceramics room is not available

Arts & Special Events

Youth Theater

Deposit (Refundable if hours are completed)	$	81.00
Resident	$	22.00
Non-Resident	$	32.00
Tickets in advance	$	7.00
Tickets at the door	$	8.00
Peer youth group rate(10+)	$	5.00
Group rate (15+)	$	5.00

Holiday Rental

All holiday rentals apply to all observed Holidays - except for Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day as the facility shall be closed and unavailable those particular holidays.

Holiday Rates:

Resident - Upstairs	$	110.00	hr.
Resident - Basement	$	80.00	hr.
Non-Resident - Upstairs	$	190.00	hr.
Non-Resident - Basement	$	110.00	hr.
Custodial/Site Supervisor fee for the above holidays	$	55.00	hr.

Community Arts Center Cancellation Fee

If cancellation is made 30 days prior to the date scheduled for use of the facilities, the City will promptly refund all fees paid less a $5 cancellation fee. If cancellation is made within 30 days of the reservation, the City will promptly refund all fees paid less a $50 cancellation fee. If cancellation is made within 14 days of the reservation you forfeit the hourly fees due for the reservation and will have your deposit returned to you in full.

***Swimming Pool**

Daily General Admission		
Youth (2 and Under)	Free with paying adult	
Ages 3 years - 64 years	$	6.00
Senior Citizens (65 and older)	$	4.00
Lap Swim/Water Aerobics	$	5.00

20 Punch Passes	Res.	Non-Res.
Open Swim	$ 100.00	$ 110.00
Senior Open Swim	$ 60.00	$ 70.00
Lap Swim/Water Aerobics	$ 80.00	$ 90.00
20 punches - City Employees, full-time, permanent part-time, including fire fighters and elected officials.		$ 30.00

Punch Passes are good for 2 seasons. The season that you purchase the pass and the following season. After 2 years, they will expire.

Resident Individual (After May 1)	$ 100.00
Resident Family** (After May 1)(For couple, $30 per additional member)	$ 190.00
Non-resident Individual	$ 125.00
Non-resident Family(For couple, $30 per additional member)	$ 240.00

**Family passes up to 5 family members. Family Passes are intended for immediate family living in the same household. Additional Family Members $20 each.

Pool Rental (starting January 2023)

Resident Fee	$ 540.00
Nonresident	$ 650.00

Pool Rental Refund Policy

If cancelled prior to seven (7) days there will be a $5 processing fee charged. If a cancellation is made as permitted in this section, the city shall promptly refund to the User any monies received, less the processing fee or cancellation fee. The cancellation fee shall be either Fifty Dollars ($50) or the amount of the partial payment, whichever is less, an is to compensate the City for processing the cancellation and rescheduling of the Facilities.

Swim Lessons

Residents	$ 38.00
Non-Residents	$ 50.00

***Recreation Activities**

Stand Alone Fields (Field Use)

Deposit Single Use	$	54.00	plus 25%
Deposit for multiple days or tournaments	$	269.00	plus 25%
Rental Fee (first two hours)	$	32.00	per 2 hrs
(each additional 1 hours or part thereof thereafter)	$	11.00	per 1 hrs
Baseball Fields Max Per day (per field)	$	108.00	Per field
Lighting Usage (must have field rental in order to get lights)	$	11.00	per 1 hr
Field Prep			per field/ per 1
	$	38.00	time prep

Fourplex (Field Use)

Deposit Single Use	$	54.00	plus 25%
Deposit for multiple days or tournaments	$	270.00	plus 25%
Rental Fee (first two hours)	$	32.00	per 2 hours
(each additional 2 hours or part thereof thereafter)	$	11.00	per 2 hours
Baseball Fields Max Per day (per field)	$	110.00	plus lights
Station Park Fields Complex (4 fields) Tournament (includes lights and 1 site supervisor)	$	540.00	plus deposit
Upstairs Use of Crow's Nest (Site Supervisor)	$	27.00	per hr/1 staff
City Staff Crow's Nest (Score Keeper)	$	16.00	per hr/1 staff
Field Prep (single field)	$	38.00	per field/per 1 time prep
Field Prep (additional fields prepped at the same time as 1st field)	$	27.00	per additional field
Baseball Mound Rental Weekday	$	27.00	per mound/ per field
Baseball Mound Weekends	$	54.00	per mound/ per field
Baseball/Softball Home Run Line Painted on Field in place of Homerun Fence	$	54.00	per field

Soccer Field Rental

Deposit (league or single use event)	$	54.00	
Deposit (Tournament or other large scale event)	$	270.00	
Soccer Field (Painting Set up)	$	110.00	One time
Soccer Weekly (Painting Maintenance)	$	65.00	If needed
Soccer Goal (Set up and Take down)	$	43.00	per set up
Soccer Net Rental (includes set up and take down)	$	27.00	per field
Rental Fee	$	16.00	hr.

Jr. Jazz	Resident	Non-Res.
Kindergarten - 2nd Grade	$ 68.00	$ 78.00
3rd - 4th Grade	$ 73.00	$ 83.00
5th - 12th Grade	$ 78.00	$ 88.00
Team Registration	$ 484.00	$ 484.00

Fees to be determined on jersey cost and affiliation fees with the Utah Jazz, by the Parks & Recreation Department. Setting of those fees are herein authorized by the Farmington City Council.

Flag Football	Resident	Non-Res.
Flag Football Kindergarten - 4th Grade	$ 60.00	$ 70.00
Flag Football 5th - 9th Grade	$ 75.00	$ 86.00

Soccer (Fall 2021 going forward)	Resident	Non-Res.
3 year olds-Kindergarten	$ 30.00	$ 45.00
1st - 4th Grade	$ 35.00	$ 50.00
5th - 6th Grade	$ 40.00	$ 55.00
7th - 9th Grade	$ 45.00	$ 60.00

Council.

Baseball		Resident	Non-Res.
T-Ball (4 - 5 yrs.)		$ 48.00	$ 58.00
Coach Pitch (5 yrs.)		$ 48.00	$ 58.00
Kindergarten		$ 53.00	$ 63.00
1st/2nd Minor		$ 53.00	$ 63.00
1st/2nd Major		$ 64.00	$ 74.00
3rd		$ 70.00	$ 80.00
4th		$ 70.00	$ 80.00
5th-6th		$ 86.00	$ 96.00
Jr High		$ 113.00	$ 123.00
High School		$ 113.00	$ 123.00
10U Team Registration	per player	$ 70.00	$ 70.00
12U Team Registration	per player	$ 70.00	$ 70.00

Fall Baseball		
T-Ball (4-5 yrs.)	$ 27.00	$ 37.00
Coach Pitch (5 yrs.)	$ 27.00	$ 37.00
Kindergarten	$ 27.00	$ 37.00
1st/2nd	$ 32.00	$ 42.00
3rd Grade & 4th Grade	$ 43.00	$ 53.00
5th-6th Grade	$ 47.00	$ 57.00
Jr High	$ 86.00	$ 96.00
One Time Jersey Fee - Fees to be determined on jersey cost by the Parks & Rec Department. Setting of those fees are herein authorized by the		

Softball	Resident	Non-Res.
Kindergarten	$ 53.00	$ 63.00
1st	$ 53.00	$ 63.00
2nd	$ 53.00	$ 63.00
3rd	$ 53.00	$ 63.00
4th	$ 53.00	$ 63.00
5th	$ 53.00	$ 63.00
U12 Fast Pitch	$ 75.00	$ 85.00
Jr High Softball	$ 75.00	$ 85.00
High School	$ 75.00	$ 85.00

Fall Softball	Resident	Non-Res.
Kindergarten	$ 27.00	$ 37.00
1st - 3rd Grade	$ 32.00	$ 42.00
3rd - 5th Grade	$ 32.00	$ 42.00
One Time Jersey Fee - Fees to be determined on jersey cost by the Parks & Rec Department. Setting of those fees are herein authorized by the		

Adaptive Recreation	Resident	Non-Res.
Jr. Jazz	$ 30.00	$ 40.00
Super Sport	$ 30.00	$ 40.00
Baseball	$ 30.00	$ 40.00

Adult Programs	
Men's Basketball	$ 400.00
Women's Basketball	$ 400.00
Adult Co-ed Soccer	$ 375.00
Adult Volleyball Women's	$ 250.00
Adult Volleyball Co-ed	$ 250.00
Adult Softball	$ 430.00

Pickleball	Resident	Non-Res.
Pickleball League (4 days) instructional	$ 30.00	$ 40.00
Pickleball League (6 days)	$ 32.00	$ 42.00
Pickleball Round Robin (Per Team)	$ 16.00	$ 26.00

Super Sport	Resident	Non-Res.
Spring Sport	$ 30.00	$ 40.00
Summer Sport	$ 30.00	$ 40.00
Fall Super Sport	$ 30.00	$ 40.00

This is for a 3 day program. Fees will be adjusted by Parks & Recreation if school break is changed.

Volleyball League	Resident	Non-Res.
Youth Volleyball League	$ 35.00	$ 45.00

Tennis Lessons	$ 43.00	$ 53.00
Archery	$ 32.00	$ 42.00
Farmington Track & Field	$ 38.00	$ 38.00

Recreation Classes

Fees to be determined on an individual class, tournaments, and seasonal programs, by the Parks & Recreation Department. Setting of those fees are herein authorized by the Farmington City Council.

GYMNASIUM

Daily Admission	Resident*	Non-Res.
6 & under free (Must be accompanied by an adult)		
Youth Day Pass (Ages 7-17)	$ 1.50	$ 2.50
Adult Day Pass (18 and older)	$ 2.00	$ 3.00
Senior Day Pass (65+)	$ 1.50	$ 2.50

Punch Pass - 20 Punches	Resident*	Non-Res.
Adult (18 and Older)(7-64)	$ 30.00	$ 50.00
Senior (65+)	$ 20.00	$ 40.00

One Month Membership	Resident*	Non-Res.
Adult (18 and Older)(7-64)	$ 30.00	$ 50.00
Senior (65+)	$ 20.00	$ 40.00
Family**($50 for 2/$10 for each additional)	$ 50.00	$ 90.00

6 Month Membership	Resident*	Non-Res.
Youth (7-17)	$ 115.00	$ 150.00
Adult (18 and Older)	$ 115.00	$ 205.00
Senior (65+)	$ 65.00	$ 150.00
Family**	$ 180.00	$ 300.00
Additional Family Member for Pass	$ 15.00	$ 15.00

1 Year Membership	Resident*	Non-Res.
Youth (7-17)	$ 220.00	$ 280.00
Adult (18 and Older)	$ 220.00	$ 390.00
Senior (65+)	$ 120.00	$ 260.00
Family**	$ 340.00	$ 560.00
Additional Family Member for Pass	$ 20.00	$ 20.00

**Family Passes are for Immediate family living in the same household. Residents must show proof of residency in order to receive the resident rate. Valid Drivers license is the best method for proof of residence

Facility Rental Prices	Resident*	Non-Res.	
Full Basketball Courts (N/S)	$ 75.00	$ 110.00	per hour
1/2 Basketball Court (E/W)	$ 38.00	$ 60.00	per hour
Multi Purpose Room	$ 38.00	$ 60.00	per hour
Single Hoop (Single Pickleball Court)	$ 13.00	$ 20.00	per hour
Tennis Courts	$ 6.00	$ 6.00	per 1 hr
Outdoor Courts			
Pickleball Courts (Outdoor Only Courts 1&2)	$ 12.00	$ 12.00	per 2 hrs

Additional Fees	Resident*	Non-Res.
Ipod, CD or mic. Hook up	$ 11.00	$ 22.00
Score Controller	$ 11.00	$ 22.00
Table & Chair setup and take down	$ 11.00	$ 22.00

Reservations for the entire gym **MUST** be reserved and paid for **two weeks** in advance and cannot be reserved during peak hours or Farmington City Parks and Recreation program nights. There may be an extra charge based upon capacity and equipment needed. Reservations must be approved by the Farmington City Parks and Recreation gymnasium manager. Any questions for facility reservations must be directed to the gymnasium manager.

BUSINESS LICENSING

F. Timing of Payment

Payments on licensing renewals are due by January 31 of each year or at the time of a new license being issued during the year.

***Business Licensing Fees:**

Basic Business License Fee			
a. Small Commercial (under 10,000 sqft including outdoor sales area)	$	125.00	
b. Medium Commercial (10,000 to 40,000sqft including outdoor sales area)	$	200.00	
c. Large Commercial (over 40,000 sqft including outdoor sales area)	$	300.00	
Home Occupation License Fee			
a. Pre-school (Impactful, requires annual fire inspection)	$	75.00	
b. Day-Care (Impactful, requires annual fire inspection)	$	75.00	
c. Requested (non-impactful per home business owner's request)	$	20.00	
Temporary Business License Fee	$	50.00	
Mobiles and Itinerant Business	$	150.00	
New Location Transfer Fee	$	20.00	
Name Change Transfer Fee	$	20.00	
Other Licenses Transfer Fee	$	10.00	
Duplicate License Transfer Fee	$	10.00	
Regulatory License/Amusement Park	$	300.00	
Regulatory License/Solicitors	$	75.00	
	$	20.00	per solicitor
Regulatory License/Theaters	$	350.00	
Regulatory License/Video Stores	$	100.00	
Regulatory License/Fireworks	$	300.00	
Beer/Liquor Class A	$	300.00	
Beer/Liquor Class B	$	300.00	
Beer/Liquor Class D	$	300.00	
Special Event License	$	300.00	
Sexually Oriented Business	$	800.00	
Homeowner Association (HOA)	$	20.00	

OTHER MISCELLANEOUS

G. **Timing of Payment.** Payment is due upon request for services.

Advertising Space in City Newsletter

	*Large Block Advertising Space	$	600.00	
G1.	(Space measured up to 3"X5")			
	*Medium Block Advertising Space	$	150.00	
	(Space the size of a standard business card - approximate size not to exceed 3 1/2"X2")			
	*Small Block Advertising Space	$	75.00	
	(Space measured up to 1 1/2"X1 1/2")			
G2.	**Municipal Parking Violation Fine**	$	25.00	
	(Except for handicapped parking)			
G3.	**Civil Penalty Fines**	$	100.00	
G4.	If paid within ten (10) days of the date of service of civil citation $100. The civil penalty shall be doubled or $200, if paid after ten (10) days but within twenty (20) days of service. The civil penalty shall be triple, or $300 if paid after twenty (20) days but within thirty (30) days of service. After thirty (30) days, unpaid civil penalties shall accrue interest at the rate set forth by the State of Utah for unpaid judgements.			

GRAMA Request

	Copying per page	$	0.25	
G5.	Time in researching and compiling the record	$	20.00	hr.
	CD/Jump Drive	$	15.00	

Police Department

	Police Report (FREE if you are the victim)	$	5.00	
G6.	Accident Report	$	5.00	
	Fingerprints (Residents)	$	5.00	
	Fingerprints (Non-Residents)	$	25.00	

Last Revision: Amended 06/21/22, Res. 2022-32

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2022

BUSINESS: **Resolution appointing Sterling Jenson to the PRAT Board**

GENERAL INFORMATION:

See staff report prepared by Brigham Mellor, City Manager

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

FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Brigham Mellor, City Manager

Date: October 18th, 2022

SUBJECT: **Appointment of Sterling K. Jenson To the PRAT Committee**

RECOMMENDATION

Approve the resolution appointing Sterling K Jenson to the PRAT committee.

Background Information

The PRAT (Parks, Recreation, Arts, and Trails) Committee has been established to work on a parks master plan and to help provide recommendations to the Mayor and City Council on the many Parks and Recreation Department projects being considered. The PRAT is made of community members who are keenly aware of the needs of the city and are applying their talents and skills to help the council make prudent decisions with the limited resources available. With the resignation of one on the Committee, there was a seat available to a new member. In particular, a member that has expertise centered around the arts. Mr. Jenson has graciously accepted our invitation that he be considered to fill that vacancy.

Mr. Jenson retired in 2017 after forty years in the investment management business. He was senior client advisor for The Cynosure Group, regional managing director for Wells Capital Management, and president and CEO of First Security Investment Management. He earned his bachelor's degree in economics and MBA in finance from BYU. Sterling serves on the boards of Centerpoint Legacy Theater and Hale Centre Theatre. He enjoys golf and performing on the stage. He now serves in the Bountiful Temple and as a service missionary with his wife, Joleen. Sterling and Joleen have eight children and many wonderful grandchildren.

Respectfully Submitted

Brigham Mellor
City Manager

RESOLUTION NO: _____

A RESOLUTION APPOINTING A BOARD MEMBER TO THE FARMINGTON PARKS, RECREATION, ARTS, AND TRAILS (PRAT) ADVISORY BOARD

WHEREAS, the Mayor and/or City Council for Farmington City have the right to appoint qualified persons to serve as members of certain boards, as provided in the Municipal Code of the City: and

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

Section 1: Appointment. . The following individual is hereby appointed to serve as Parks, Recreation, Arts, and Trails (PRAT) Advisory Board within Farmington City. This appointed individual shall serve at the pleasure of the City Council, and their appointment shall be subject to the ordinance, rules, and regulations of Farmington City.

Sterling K Jenson

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 18TH DAY OF OCTOBER 2022.

ATTEST: **FARMINGTON CITY**

_____ _____

DeAnn Carlile, City Recorder **Brett Anderson, Mayor**

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2022

BUSINESS: **Water Revenue Bonds Series 2022 – Parameters Resolution**

GENERAL INFORMATION:

See staff report prepared by Greg Davis, Finance Director

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

FARMINGTON CITY

Historic Beginnings • 1847

Brett Anderson
Mayor

Roger Child
Scott Isaacson
Melissa Layton
Alex Leeman
Amy Shumway
City Council

Brigham Mellor
City Manager

CITY COUNCIL STAFF REPORT FOR OCTOBER 18, 2022

To: Mayor and City Council
From: Greg Davis
Date: October 13, 2022
Subject: Water Revenue Bonds Series 2022 – Parameters Resolution

RECOMMENDATION(S)

Adopt a resolution authorizing the issuance and sale of water revenue bonds within certain parameters:

- Aggregate principal amount not to exceed $7,500,000
- Mature in not more than 21 years
- Sold at a price not less than 98% of the total principal amount
- Bear interest at a rate or rates not to exceed 5.50%

BACKGROUND

The Water Fund's FY23 budget includes nearly $10M of major water infrastructure project costs for a new water storage tank, an upgrade of Main Street's water lines, the Burke Lane I-15 crossing, and the Shepard Creek Well completion. The budget identified the funding sources to be federal ARPA (approximately $3M) and $7M in revenue bonds. The $7M is the desired deposit to the construction account, after fees.

Respectfully submitted,

Shannon Harper

Shannon Harper
City Treasurer

Review and concur,

Greg Davis
Finance Director

160 S Main • P.O. Box 160 • Farmington, UT 84025
Phone (801) 451-2383 • Fax (801) 451-2747
www.farmintong.utah.gov

Farmington, Utah

October 18, 2022

The City Council (the "Council") of Farmington City, Utah (the "City"), met in regular public session on October 18, 2022, at 7:00 p.m. with the following members of the Council present:

Brett Anderson	Mayor
Roger Child	Councilmember
Scott Isaacson	Councilmember
Melissa Layton	Councilmember
Alex Leeman	Councilmember
Amy Shumway	Councilmember

Also present:

Brigham Mellor	City Manager
DeAnn Carlile	City Recorder
Greg Davis	Finance Director

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this October 18, 2022, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF FARMINGTON CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $7,500,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2022 (THE "BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE EXECUTION OF A MASTER RESOLUTION AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of Farmington City, Utah (the "Issuer") desires to (a) finance all or a portion of the costs of improvements to its water system (the "System") (collectively, the "Series 2022 Project") and (b) pay costs of issuance with respect to the Series 2022 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Water Revenue Bonds, Series 2022 (the "Series 2022 Bonds") (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a Master Resolution (the "Master Resolution") in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2022 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, in order to allow the Issuer flexibility in setting the pricing date of the Series 2022 Bonds to optimize debt service costs to the Issuer, the Council desires to grant to any one of the Mayor or Mayor pro tem (collectively, the "Mayor"), the City Manager, the Finance Director or the City Treasurer (collectively, the "Designated Officers"), the authority to (a) select the purchaser for the Series 2022 Bonds (the "Purchaser"), approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2022 Bonds shall be sold and (b) make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters");

NOW, THEREFORE, it is hereby resolved by the City Council of Farmington City, Utah, as follows:

Section 1. For the purpose of (a) financing the Series 2022 Project and (b) paying costs of issuance of the Series 2022 Bonds, the Issuer hereby authorizes the issuance of the Series 2022 Bonds, which shall be designated "Farmington City, Utah Water Revenue Bonds, Series 2022" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the aggregate principal amount of not to exceed $7,500,000. The Series 2022 Bonds shall mature in not more than twenty-one (21) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed five and one-half percent (5.50%) per annum, as shall be approved by the Designated Officers, all within the Parameters set forth herein.

Section 2. The Designated Officers are hereby authorized to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2022 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Master Resolution, in substantially the form presented to this meeting and attached hereto as Exhibit B, is hereby authorized, approved, and confirmed. The Mayor and City Recorder or any Deputy City Recorder (the "City Recorder") are hereby authorized to execute and deliver the Master Resolution in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof.

Section 4. The Designated Officers are authorized to make any alterations, changes or additions to the Master Resolution, the Series 2022 Bonds, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2022 Bonds (within the Parameters set by this Resolution) to

correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Mayor on behalf of the Issuer of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 5. The form, terms, and provisions of the Series 2022 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Master Resolution. The Mayor and the City Recorder are hereby authorized and directed to execute and seal the Series 2022 Bonds and to deliver or provide for the delivery of said Series 2022 Bonds to the Purchaser. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 6. Upon their issuance, the Series 2022 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2022 Bonds and the Master Resolution. No provision of this Resolution, the Master Resolution, the Series 2022 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its ad valorem taxing powers.

Section 7. The Designated Officers and other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, any escrow agreement permitted under the Master Resolution and tax compliance procedures) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. After the Series 2022 Bonds are delivered to the Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2022 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution.

Section 9. The Issuer shall hold a public hearing on November 15, 2022, to receive input from the public with respect to (a) the issuance of the Series 2022 Bonds and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2022 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is published and such publication shall be made (i) once in the Standard Examiner, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer's offices, for public examination during

the regular business hours of the Issuer until at least thirty (30) days from and after the date of the newspaper publication. The Issuer directs its officers and staff to publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on October 18, 2022, the City Council (the "Council") of Farmington City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Water Revenue Bonds, Series 2022 (the "Series 2022 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer).

TIME, PLACE, LOCATION AND PURPOSE OF PUBLIC HEARING

The Issuer shall hold a public hearing on November 15, 2022, at the hour of 7:00 p.m. in the Issuer's offices at 160 South Main Street, Farmington, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2022 Bonds and (b) any potential economic impact that the Series 2022 Project described herein may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2022 BONDS

The Series 2022 Bonds will be issued for the purpose of: (a) financing all or a portion of the costs of improvements to the Issuer's water system (the "System") (collectively, the "Series 2022 Project") and (b) paying costs of issuance of the Series 2022 Bonds

PARAMETERS OF THE SERIES 2022 BONDS

The Issuer intends to issue the Series 2022 Bonds in the aggregate principal amount of not more than Seven Million Five Hundred Thousand Dollars ($7,500,000), to mature in not more than twenty-one (21) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed five and one-half percent (5.50%) per annum. The Series 2022 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a Master Resolution (the "Master Resolution") which was before the Council at the time of the adoption of the Resolution and said Master Resolution is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2022 Bonds will not exceed the maximums set forth above.

REVENUES PROPOSED TO BE PLEDGED

The Series 2022 Bonds are special limited obligations of the Issuer payable from the net revenues of the System (the "Revenues").

OUTSTANDING BONDS SECURED BY PLEDGED REVENUES

The Issuer currently has no outstanding bonds secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Information regarding all of the Issuer's outstanding bonds may be found in the Issuer's audited financial report (the "Financial Report") at: https://reporting.auditor.utah.gov/searchreports/s/. For additional information more recent than the date of the Financial Report, please contact Greg Davis, Finance Director at (801) 451-2383.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2022 Bonds, if held until maturity, is $11,361,799.

A copy of the Resolution and a form of the Master Resolution are on file in the office of the Farmington City Recorder, 160 South Main Street, Farmington, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Friday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Master Resolution, or the Series 2022 Bonds, or any provision made for the security and payment of the Series 2022 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within Farmington City, Utah may sign a written petition requesting an election to authorize the issuance of the Series 2022 Bonds. If written petitions which have been signed by at least 20% of the registered voters of Farmington City, Utah are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Series 2022 Bonds. If fewer than 20% of the registered voters of Farmington City, Utah file a written petition during said 30-day period, the Issuer may proceed to issue the Series 2022 Bonds without an election.

DATED this October 18, 2022.

/s/ DeAnn Carlile
City Recorder

Section 10. The Issuer hereby reserves the right to opt not to issue the Series 2022 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 11. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 12. The Issuer hereby declares its intention and reasonable expectation to use proceeds of bonds to reimburse itself for expenditures for costs of the Series 2022 Project. The Series 2022 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Series 2022 Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2022 Bonds which will be issued to finance the reimbursed costs of the Series 2022 Project is not expected to exceed $7,500,000.

APPROVED AND ADOPTED this October 18, 2022.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

I, DeAnn Carlile, the duly appointed and qualified City Recorder of Farmington City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Council held on October 18, 2022, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on October 18, 2022, and pursuant to the Resolution, there will be published a Notice of Public Hearing and Bonds to be Issued no less than fourteen (14) days before the public hearing date: (a) once in the Standard Examiner, a newspaper having general circulation within the City, the affidavit of which publication will be attached upon availability, (b) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this October 18, 2022.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, DeAnn Carlile, the undersigned City Recorder of Farmington City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the October 18, 2022, public meeting held by the City Council of the City (the "Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Standard Examiner, either directly or through the newspaper's subscription to the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2022 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Council to be held during the year, by causing said Notice to be (a) posted on _____, at the principal office of the Council, (b) provided to at least one newspaper of general circulation within the City, either directly or through the newspaper's subscription to the Utah Public Notice Website (http://pmn.utah.gov) and (c) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 18, 2022.

(SEAL)

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

(attach Proof of Publication of
Notice of Public Hearing and Bonds to be Issued)

EXHIBIT B

FORM OF MASTER RESOLUTION

(See Transcript Document No. ____)

MASTER RESOLUTION

OF

FARMINGTON CITY, UTAH

AS ISSUER

DATED AS OF

_____ 1, 2022

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MASTER RESOLUTION

WHEREAS, Farmington City, Utah (the "Issuer") desires to finance all or a portion of improvements to the Issuer's water system (the "System") (collectively the "Series 2022 Project") through the issuance of Water Revenue Bonds, Series 2022 (the "Series 2022 Bonds") in an aggregate principal amount of $_____; pursuant to this master resolution (the "Master Resolution"); and

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), authorizes the issuance of non-voted revenue bonds payable solely from a special revenue source; and

WHEREAS, pursuant to the provisions of a resolution adopted on October 18, 2022 (the "Resolution"), the Issuer has authorized and approved certain actions to be taken by the Issuer in connection with the execution of this Master Resolution, and the issuance of the Series 2022 Bonds hereunder; and

WHEREAS, the Issuer intends to collect revenues from the System sufficient to pay for operation and maintenance of the System as well as debt service on all bond ("Bonds") secured by the net revenues of the System, on a parity with and including the Series 2022 Bonds authorized herein; and

WHEREAS, the Issuer has determined that the Bonds shall be secured as provided herein and has ascertained and determined that the provisions herein contained for protecting and enforcing the rights and remedies of the registered owners of such Bonds are reasonable, proper and in accordance with law, and that this Master Resolution is necessary to the performance of its duties and the execution of its powers under law, and does deem and determine all of the provisions herein contained to be reasonable and proper for the security of the registered owners of the Bonds; and

WHEREAS, all acts and things required by law to make this Master Resolution a valid and binding instrument for the security of all Bonds duly issued hereunder have been done and performed, and the execution and delivery of this Master Resolution has been in all respects duly authorized; and

WHEREAS, all things necessary to make the Bonds when authenticated by the Issuer and issued as in this Master Resolution provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Master Resolution a valid assignment and pledge of the amounts pledged to the payment of principal and interest on the Bonds, and to constitute this Master Resolution a valid assignment of the rights of the Issuer with respect to its System have been done and performed and the creation, execution and delivery of this Master Resolution, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized; and

WHEREAS, _____ (the "Purchaser") has offered to purchase the Series 2022 Bonds at par in the total principal amount of $_____; and

WHEREAS, the Issuer desires to accept the offer of the Purchaser and to confirm the sale of the Series 2022 Bonds to the Purchaser;

NOW, THEREFORE, it is hereby resolved by the City Council of Farmington City, Utah, as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. As used in this Master Resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

"Act" means the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

"Annual Debt Service" means the total requirement of principal, interest and premium payments, if any, to be paid by the Issuer during any Sinking Fund Year on the Issuer's outstanding Series 2022 Bonds or other forms of indebtedness, including the Parity Bonds.

"Average Annual Debt Service" means the sum total of the Annual Debt Service for all Sinking Fund Years divided by the total number of Sinking Fund Years during which any of the Series 2022 Bonds will remain outstanding.

"Bonds" means the Series 2022 Bonds and any Parity Bonds issued by the Issuer.

"Bondholder," "Registered Owner" or "Owner" means the registered owner of any bonds herein authorized.

"Code" means the Internal Revenue Code of 1986, as amended.

"Dated Date" means the initial delivery date of the Series 2022 Bonds.

"Governing Body" means the City Council of the Issuer.

"Interest Payment Dates" means each _____ and _____ beginning _____.

"Issuer" means Farmington City, Utah.

"Master Resolution" means this Master Resolution dated as of _____ 1, 2022.

"Net Revenues" means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means all expenses reasonably incurred in connection with the operation and maintenance of the System, whether incurred by the Issuer or paid to any other municipality or company pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, the cost of audits hereinafter required, fees of the paying

agents on the Bonds, payment of premiums for insurance on the System hereafter required, and, generally, all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to operation and maintenance of the System.

"Parity Bonds" means any bonds issued on a parity with the Series 2022 Bonds.

"Paying Agent" when used with respect to the Series 2022 Bonds, means the City Recorder of the Issuer.

"Purchaser" means, with respect to the Series 2022 Bonds, _____.

"Revenues" means all gross income and revenues of any kind, from any source whatsoever, derived from the ownership and operation of the System, including, without limitation, all fees, rates, connection charges, impact fees imposed with respect to the System (to the extent such impact fees may be pledged and available for the payment of the Bonds) and other charges, the gross revenues of all improvements, additions, and extensions of the System hereafter constructed or acquired, and all interest earned by and profits derived from the sale of investments made with the income and revenues.

"Revenue Fund" means the Farmington City Water Revenue Fund created herein.

"Registrar" when used with respect to the Series 2022 Bonds, means the City Recorder of the Issuer

"Series 2022 Bonds" means the Issuer's Water Revenue Bonds, Series 2022 issued in the total principal amount of $_____ authorized herein.

"Series 2022 Project" means improvements to the System.

"Sinking Fund Year" means the 12-month period beginning July 1 of each year and ending June 30 of the following year, except with respect to the Series 2022 Bonds that the first Sinking Fund Year will begin on the initial delivery date of the Series 2022 Bonds and will end on the following June 30.

"System" means, collectively, the water facilities (both culinary and secondary) of the Issuer, as such facilities now exist, and any other properties now or hereafter owned or operated by the Issuer relating to said facilities and as may hereafter be improved and extended, including specifically all properties of every nature owned by the Issuer and used or useful in the operation of said system, including real estate, personal and intangible properties, contracts, franchises and leases, whether lying within or without the boundaries of the Issuer, including the whole and each and every part of the water facilities of the Issuer.

Section 1.2 Master Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by the Owners thereof from time to time, this Master Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds; and the pledge made in this Master Resolution and the covenants and agreements

herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Master Resolution.

ARTICLE II ISSUANCE OF SERIES 2022 BONDS

Section 2.1 Principal Amount, Designation, and Series. The Series 2022 Bonds are hereby authorized for issuance under this Master Resolution for the purpose of providing funds to (a) finance the Series 2022 Project and (b) pay costs incurred in connection with the issuance of the Series 2022 Bonds. The Series 2022 Bonds shall be limited to $_____ in aggregate principal amount, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. Interest shall be calculated on the basis of a year of three hundred sixty (360) days comprised of twelve (12) thirty (30) day months. The Series 2022 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Farmington City, Utah Water Revenue Bonds, Series 2022."

Section 2.2 Date, Maturities and Interest. The Series 2022 Bonds shall be dated as of the Dated Date, shall be issued in denominations of $1,000 or any increment thereof, shall mature on _____, and shall bear interest at the rate of _____% per annum from the Interest Payment Date next preceding the date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Series 2022 Bonds shall bear interest from such date, or unless such Series 2022 Bonds are authenticated prior to the first Interest Payment Date, in which event such Series 2022 Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2022 Bonds shall be in default, in which event such Series 2022 Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Series 2022 Bonds, in which event such Series 2022 Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date. The Series 2022 Bonds shall be dated as of their date of delivery and shall be paid as provided in this Section 2.2. The Series 2022 Bonds shall be initially issued as a single fully registered bond.

Section 2.3 Mandatory Sinking Fund Redemption. The Series 2022 Bonds are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (___)	Mandatory Sinking Fund Redemption Amount

Mandatory Sinking Fund Redemption Date (___)	Mandatory Sinking Fund Redemption Amount

* Final Maturity Date

To the extent that a mandatory sinking fund redemption results in the reduction in aggregate principal amount of the Series 2022 Bonds Outstanding, a Registered Owner shall not be required to submit its Series 2022 Bond certificate to the Paying Agent for payment and shall instead make an appropriate notation on such Bond certificate indicating the date and amounts of such redemption in principal, except in the case of final maturity, in which case the certificate must be presented to the Paying Agent prior to payment. The Paying Agent's records shall govern in the case of discrepancy with the noted schedule on the Series 2022 Bonds, absent manifest error.

Section 2.4 No Optional Redemption. The Series 2022 Bonds are not subject to optional redemption.

Section 2.5 Execution and Delivery of the Series 2022 Bonds. The Mayor of the Issuer is hereby authorized to execute by manual or facsimile signature the Series 2022 Bonds and the City Recorder of the Issuer to countersign by manual or facsimile signature the Series 2022 Bonds and to have imprinted, engraved, lithographed, stamped, or otherwise placed on the Series 2022 Bonds the official seal of the Issuer. The City Recorder is hereby authorized to deliver to the Purchaser the Series 2022 Bonds upon payment to the Issuer of the proceeds of the Series 2022 Bonds.

Section 2.6 Bank Designation of Series 2022 Bonds. For purposes of and in accordance with Section 265 of the Code, the Issuer has designated the Series 2022 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2022 will not exceed $10,000,000. For purposes of this Section, "aggregated issuer" means any entity which, (i) issues obligations on behalf of the

Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (b) the total amount of obligations so designated by the Issuer, and all aggregated issuers for calendar year 2022 does not exceed $10,000,000.

ARTICLE III REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1 Execution of and Registration of Series 2022 Bonds; Persons Treated as Owners.

(a) The Series 2022 Bonds shall be signed by the Issuer and the Issuer shall cause books for the registration and for the transfer of the Series 2022 Bonds to be kept by the City Recorder who is hereby appointed the Registrar of the Issuer with respect to the Series 2022 Bonds. Any Series 2022 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2022 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2022 Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Series 2022 Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Series 2022 Bond surrendered for transfer. Series 2022 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2022 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2022 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2022 Bond. The Registrar shall not be required to transfer or exchange any Series 2022 Bond at any time following the mailing of notice calling such Series 2022 Bond for redemption.

(b) Series 2022 Bonds surrendered for payment, redemption or exchange, shall be promptly cancelled and destroyed by the Issuer.

(c) The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2022 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2022 Bond shall be made only to or upon order of

the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2022 Bond to the extent of the sum or sums so paid.

(d) The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2022 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2022 Bond shall be delivered.

Section 3.2 Deposit of Bond Proceeds. The proceeds from the sale of the Series 2022 Bonds in the amount of $_____, shall be applied as follows:

(a) $_____ to finance the Series 2022 Project; and

(b) $_____ to pay costs of issuance.

Section 3.3 The Series 2022 Bonds Constitute Special Limited Obligations. Notwithstanding anything in this Master Resolution elsewhere contained, the principal and interest on the Series 2022 Bonds shall be payable out of one hundred percent (100%) of the Net Revenues, and in no event, shall the Series 2022 Bonds be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues derived from the operation of the System and all other amounts pledged therefore. Neither the faith and credit nor the taxing power of the Issuer or the State of Utah or any political subdivision thereof is pledged for the payment of the Series 2022 Bonds.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Net Revenues to pay the Series 2022 Bonds; provided however, the Issuer has not covenanted and cannot covenant to make said funds available and has not pledged any of such funds for such purpose.

Section 3.4 Flow of Funds. From and after the delivery date of the Series 2022 Bonds and any other Parity Bonds of the Issuer, and until all Series 2022 Bonds and other Parity Bonds have been fully paid, the Revenues shall be set aside into a Revenue Fund referred to herein as the "Revenue Fund". The Issuer will thereafter make accounting allocations of the funds deposited in said Revenue Fund for the following purposes and in the following priority:

(a) From the amounts in the Revenue Fund there shall first be paid all Operation and Maintenance Expenses of the System. For this purpose the Issuer shall establish on its books an account known as the "Expense Account" to which shall be allocated monthly, on or before the tenth day of each month, such portion of the Revenue Fund as is estimated to be required for Operation and Maintenance

Expenses of the System for the following month. There shall be allocated to the Expense Account from time to time during the month such additional amounts as may be required to make payments of Operation and Maintenance Expenses for which the amounts theretofore allocated to the Expense Account are insufficient. At the end of each Sinking Fund Year all amounts in the Expense Account in excess of that required to pay Operation and Maintenance Expenses then due shall be transferred to the Sinking Fund established as hereinafter provided.

(b) All amounts in the Revenue Fund not allocated to the Expense Account or applied to the payment and funding obligations of the Issuer (the Net Revenues) shall next be allocated to a sinking fund (the "Sinking Fund") as follows:

(i) There shall be allocated to a subaccount established on the books of the Issuer known as the "Bond Account" such amounts as will assure, to the extent of the availability of Net Revenues from the System, the prompt payment of the principal and interest, if any, on the Series 2022 Bonds as shall become due, and any Parity Bonds. The amount to be so set aside with respect to the Series 2022 Bonds shall, as nearly as may be practicable, be set aside and allocated to the Bond Account, an amount equal to the principal and interest payable on the Series 2022 Bonds, on the next succeeding payment date to the end that there will be sufficient funds allocated to the Bond Account to pay the principal and interest, if any, on the Series 2022 Bonds as and when the same become due. Similar allocations shall be made for any Parity Bonds. Amounts allocated to the Bond Account shall be used solely for the purpose of paying principal and interest on the Series 2022 Bonds and any Parity Bonds and shall not be reallocated, transferred or paid out for any other purpose.

In the event there are insufficient Net Revenues available to meet all payment obligations on the Series 2022 Bonds and any Parity Bonds as required by this Section 3.4(b)(i), then available Net Revenues shall be allocated pro rata from the Bond Account based on the principal and interest amounts, if any, next coming due on the Series 2022 Bonds and any Parity Bonds.

(ii) Of the amounts allocated to the Sinking Fund after there shall have been allocated the amounts required to be allocated under **Error! Reference source not found.**(b)(i), in the event there is a reserve requirement there shall be allocated monthly on or before the tenth day of each month following delivery of the related Bonds to an account known as the "Reserve Account" established on the books of the Issuer, in amounts necessary to restore the Reserve Account to the Reserve Account Requirement within 12-months of such deficiency. Similar allocations may also be provided for reserves for Parity Bonds. Amounts allocated to the

Series Account shall be used to pay the principal and interest falling due on, and only on, the Series 2022 Bonds at any time when there are not sufficient funds in the Bond Account to pay the same but pending such use may be invested as hereafter provided. A Reserve Account secures only the related Bonds and does not secure any other Bonds.

In the event there are insufficient Net Revenues available to meet all funding obligations as required by this Section 3.4(b)(ii), then available Net Revenues shall be allocated pro rata based on the amounts required to be deposited in the various reserve accounts established with respect to Bonds.

(iii) All remaining Net Revenues, if any, in the Revenue Fund after all of the payments required to be made under **Error! Reference source not found.**(b)(i) and **Error! Reference source not found.**(b)(ii) have been made, may be used by the Issuer (A) to prepay or redeem the Series 2022 Bonds, provided in Section 2.3 herein, (B) to make extensions, improvements, additions, repairs, and replacements to the System, or (C) to be applied to any other lawful purpose as determined by the Issuer.

(c) If at any time, the Net Revenues derived by the Issuer from the operation of the System may be insufficient to make any payment to any of the above funds or accounts on the date or dates specified, the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Net Revenues thereafter derived by the Issuer from the operation of the System or as otherwise provided in Section 3.3 herein.

Section 3.5 No Reserve Account Requirement. There is no reserve requirement with respect to the Series 2022 Bonds.

Section 3.6 Investment of Funds. Any funds allocated to the Bond Account may, at the discretion of the Issuer, be invested in accordance with the State Money Management Act. All income derived from the investment of the moneys of the Bond Account shall be maintained in said respective accounts, and funds disbursed along with the other moneys on deposit therein as herein provided. There shall not be required to be in the Bond Account at any time more than the total amount required to pay the total interest and principal outstanding of the Bonds. Whenever the money in the Bond Account equals the total interest and principal amount of the Bonds outstanding (without any prepayment penalty), the money in said Fund shall be used to prepay all of the Bonds.

Section 3.7 Perfection of Security Interest. (a) This Master Resolution creates a valid and binding pledge and assignment of security interest in all of the Net Revenues pledged under this Master Resolution as security for payment of the Series 2022 Bonds, enforceable in accordance with the terms thereof.

(b) Under the laws of the State of Utah, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code

Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Net Revenues.

ARTICLE IV GENERAL COVENANTS

Section 4.1 General Covenants. The Issuer hereby covenants and agrees with each and every holder of the Series 2022 Bonds issued hereunder the following:

(a) The Issuer covenants that it shall fund and expressly maintain as provided herein all funds referenced herein until such time as the Series 2022 Bonds have been paid in full.

(b) The rates for all service supplied by the System to the Issuer and its inhabitants and to all customers within or without the boundaries of the Issuer shall be sufficient to provide Net Revenues for the retirement and/or redemption of the Series 2022 Bonds and accrued interest thereon. There shall be charged against all users of the System, including the Issuer, such rates and amounts as shall be sufficient to provide Net Revenues for each fiscal year of the Issuer of not less than 110% of the required debt service payments on the Series 2022 Bonds for such fiscal year, plus an amount sufficient to fund the Series 2022 Reserve Account in the time, rate and manner specified herein. All Net Revenues, including those received from the Issuer, shall be subject to distribution for the payment of the Operation and Maintenance Expenses of the System and the payment of the Series 2022 Bonds and any Parity Bonds as hereinabove provided.

(c) Each Bondholder shall have a right, in addition to all other rights afforded it by the laws of Utah, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge and collect reasonable rates for services supplied by the System sufficient to meet all requirements of this Master Resolution.

(d) The Issuer will maintain the System in good condition and operate the same in an efficient manner and at reasonable cost.

(e) The Issuer, in its operation of the System, will carry insurance, including, but not limited to, workmen's compensation insurance, property and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged.

(f) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Series 2022 Bonds have been paid in full, except that the Issuer may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall

cease to be necessary for the efficient operation of the System and that such sale or disposition shall not diminish or decrease Net Revenues.

(g) The Issuer may consolidate the bills submitted for water service with those submitted for sewer service, if applicable, for those persons who are liable for the payment of charges for such services and require that each such consolidated bill be paid in full as a unit, and refuse to permit payment of one portion without payment of the remainder. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that all water service to customers with a water bill delinquent for more than sixty (60) days will cause all water service to the water user concerned to be cut off immediately.

(h) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or which might impair the security of the Series 2022 Bonds, except when the Issuer in good faith contests its liability to pay the same.

(i) The Issuer will not grant a franchise for the operation of any competing water system within its corporate limits, as long as the Series 2022 Bonds authorized herein remain outstanding.

(j) The Issuer, in order to assure the efficient management and operation of the System and to assure the Bondholders from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character, and will use its best efforts to see that Operation and Maintenance Expenses are at no time in excess of the Revenues available for the payment thereof.

(k) The Issuer has no other indebtedness secured by the Net Revenues of the System.

(l) The project financed with the proceeds of the Refunded Bonds is one for which impact fees may be used for payment and as such impact fees may be used to repay the Series 2022 Bonds.

Section 4.2 Additional Indebtedness. No additional indebtedness, bonds, or notes of the Issuer payable on a priority to the pledge of Net Revenues for the payment of the Series 2022 Bonds herein authorized shall be created or incurred without the prior written consent of the Owners of one hundred percent (100%) of the outstanding Series 2022 Bonds. In addition, no Additional Bonds or other indebtedness, bonds, or notes of the

Issuer payable on a parity with the Series 2022 Bonds herein authorized out of Net Revenues shall be created or incurred, unless the following requirements have been met:

(a) The Net Revenues of the System for any twelve (12) month period within the twenty-four (24) month period immediately preceding the authentication and delivery of the Parity Bonds were at least one hundred twenty- five percent (125%) of the total principal, premium, if any, interest, if any, for said twelve (12) month period on all of the outstanding Series 2022 Bonds and Parity Bonds secured by the Net Revenues of the System which were then Outstanding.

(b) In the case of Parity Bonds issued for the purposes set forth in (e)(ii) below, the Issuer shall deliver certificate at closing:

(i) setting forth the Estimated Net Revenues as herein described (assuming, if applicable, the completion of any additions, improvements, extensions, replacements or repairs to the System (collectively, the "Improvements") financed with proceeds of the Parity Bonds) either:

(A) for each of the two Sinking Fund Years succeeding the latest estimated date of completion of the Improvements, if proceeds of the Parity Bonds are used to fund interest during the construction period, or

(B) if (i) is not the case, for the then current Sinking Fund Year and each succeeding Sinking Fund Year to and including the second Sinking Fund Year succeeding the latest estimated date of completion of the Improvements; and

(ii) verifying that the Estimated Net Revenues as shown in (1) above for each of such Sinking Fund Years are not less than one hundred twenty-five percent (125%) of the aggregate Annual Debt Service for each of such Sinking Fund Years with respect to all of the Series 2022 Bonds and Parity Bonds which would then be Outstanding (after taking into account any principal reductions resulting from regularly scheduled principal or sinking fund redemption payments) and the Parity Bonds so proposed to be issued.

For purposes of this subsection (b), "Estimated Net Revenues" shall be determined as follows:

(i) The total Net Revenues of the System for the most recent twelve (12) month period immediately preceding the authentication and delivery of the Parity Bonds in which such information is available to the Issuer shall be first be determined. For purposes of these calculations, Revenues may be adjusted to give full effect to rate increases implemented prior to the issuance of the Parity Bonds.

(ii) Next, the additional Net Revenues, if any, resulting from the Improvements financed with the proceeds of the Parity Bonds will be estimated for the applicable Sinking Fund Years as determined in (b)(1)(i) or (ii) above.

(iii) The Estimated Net Revenues will be the sum of the Net Revenues as calculated in (a) above, plus eighty percent (80%) of the estimated additional Net Revenues as calculated in (b) above.

(c) All payments required by this Master Resolution to be made into the Bond Account must have been made in full, and there must be in any reserve account related to outstanding Bonds, the full amount required by this Master Resolution to be accumulated therein at such time.

(d) The proceedings authorizing the Parity Bonds must establish a reserve account into which shall be accumulated an amount, if any, required by the proceedings authorizing the issuance of the Parity Bonds.

(e) The proceeds of the Parity Bonds must be used (i) to refund Bonds issued hereunder or other obligations of the Issuer (including the funding of necessary reserves and the payment of costs of issuance) or (ii) to make additions, improvements, extensions, replacements, or repairs to the System (including the funding of necessary reserves and the payment of costs of issuance).

(f) No Event of Default (as hereinafter defined) shall have occurred and be continuing hereunder. This paragraph (f) shall not preclude the issuance of Parity Bonds if (i) the issuance of such Parity Bonds otherwise complies with the provisions hereof and (ii) such Event of Default will cease to continue upon the issuance of the Parity Bonds and the application of the proceeds thereof.

ARTICLE V MISCELLANEOUS

Section 5.1 Default and Remedies. Failure of the Issuer to perform any covenant or requirement of the Issuer under this Master Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure, shall constitute an Event of Default ("Event of Default") hereunder and shall allow each Bondholder to take the following enforcement remedies:

(a) The Bondholder may require the Issuer to pay an interest penalty equal to the outstanding principal amount and interest on the Series 2022 Bonds, said interest penalty to accrue from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default is cured by the Issuer. Said interest penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

(b) The Bondholder may appoint a trustee bank to act as a receiver of the Revenues for purposes of applying said Revenues toward the Revenue allocations required in Section 3.4 herein and in general, protecting and enforcing

each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing said function shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon a default shall impair any such right, power or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as may be deemed expedient.

Section 5.2 Amendments to Resolution. Provisions of this Master Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Series 2022 Bonds, no change, variation or alteration of any kind in the provisions of this Master Resolution shall be made in any manner until such time as all of the Series 2022 Bonds have been paid in full except as hereinafter provided.

Other than for the issuance of Bonds or the refunding of Bonds, the Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Master Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Master Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Series 2022 Bonds then outstanding. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Recorder for public inspection. Should a Bondholder consent to the proposed amendment to this Master Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in said notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least seventy-five percent (75%) of the principal of Series 2022 Bonds outstanding, the Governing Body of the Issuer may adopt said amendatory resolution, and it shall become effective, provided, however, that nothing in this Section 5.2 shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on delinquent payments, without the consent of the Bondholder of such Series 2022 Bonds, or (b) a reduction in the amount or extension of the time of any payment required by any Fund or account established hereunder without the consent of the Bondholders of all the Series 2022 Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Series 2022 Bonds, the Bondholders of which are required to consent to any such waiver or a mandatory resolution, or (d) affect the rights of the Bondholders of less than all Series 2022 Bonds then outstanding, without the consent of the Bondholders of all the Series 2022 Bonds at the time outstanding which would be affected by the action to be taken.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, said Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 5.3 Maintenance of Proceedings. A certified copy of this Master Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the City Recorder where it shall be made available for inspection by any Bondholder or its agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Master Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction, or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Master Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax to pay the principal and interest on the Series 2022 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2022 Bonds.

Section 5.4 Defeasance of the Series 2022 Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Series 2022 Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Net Revenues under this Master Resolution and any and all estate, right, title and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by an escrow agent for the payment of the Series 2022 Bonds) shall be cancelled and discharged.

Any Series 2022 Bond shall be deemed to be paid within the meaning of this section when payment of the Series 2022 Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made in accordance with the terms thereof. At such time as the Series 2022 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by an escrow agent for the payment of the Series 2022 Bonds).

Section 5.5 Sale of Series 2022 Bonds Approved. The sale of the Series 2022 Bonds to the Purchaser, at par, is hereby ratified, confirmed, and approved.

Section 5.6 Bondholders Not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition of the Series 2022 Project.

Section 5.7 Notice of Series 2022 Bonds to be Issued. In accordance with the provisions of the Act, the City Recorder has caused a "Notice of Public Hearing and Bonds to be Issued" (the "Notice") to be (a) published in _____, a newspaper having general circulation in the Issuer, and has caused a copy of the Parameters Resolution to be kept on file in the office of the City Recorder for public examination during regular business hours at least thirty (30) days from and after the date of publication thereof, (b) posted on the Utah Public Notice Website (http://pmn.utah.gov) created under Section 63A-l6-601 Utah Code Annotated 1953, as amended, and (c) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, no less than fourteen (14) days prior to the hearing. In accordance with the provisions of the Act and the Notice, a public hearing was held on November 15, 2022, to receive input with respect to the issuance of the Series 2022 Bonds and the potential economic impact that the Series 2022 Project will have on the private sector.

Section 5.8 Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Master Resolution and the documents authorized and approved herein.

Section 5.9 Financial Reporting. The Issuer covenants and agrees to provide to the Purchaser within [270] days after the close of the Issuer's fiscal year: (a) a copy of the Issuer's audited annual financial statements, prepared by an independent certified public accountant and (b) a copy of the Issuer's annual budget, as adopted or amended. In addition, the Issuer shall provide the Purchaser with other reporting as the Purchaser may reasonably request, including copies of any long-term capital improvement plans for the System, so long as such request does not place an undue burden on the Issuer.

Section 5.10 Severability. If any section, paragraph, clause, or provision of this Master Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Master Resolution. It is hereby declared by the Governing Body of the Issuer that it is the intention of the Issuer by the adoption of this Master Resolution to comply in all respects with the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended.

Section 5.11 Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Master Resolution are, to the extent of such conflict, hereby repealed.

Section 5.12 Effective Date of Resolution. This Master Resolution shall take effect immediately upon its approval and adoption.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

EXHIBIT A

FORM OF BONDS

UNITED STATES OF AMERICA
STATE OF UTAH
FARMINGTON CITY
WATER REVENUE BOND, SERIES 2022

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

Number R - 1 $_____

Interest Rate	Maturity Date	Dated Date

Registered Owner: _____

Principal Amount: _____ AND NO/100 DOLLARS**********

Farmington City, Utah ("Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on _____ and _____ of each year commencing _____ (each an "Interest Payment Date"), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the designated offices of the City Recorder, as Paying Agent or its successors. Provided however, to the extent that a mandatory sinking fund redemption results in the reduction in aggregate principal amount of the Series 2022 Bonds Outstanding, a Registered Owner shall not be required to submit its Series 2022 Bond certificate to the Paying Agent for payment and shall instead make an appropriate notation on such Bond certificate indicating the date and amounts of such redemption in principal, except in the case of final maturity, in which case the certificate must be presented to the Paying Agent prior to payment. The Paying Agent's records shall govern in the case of discrepancy with the noted schedule on the Series 2022 Bonds, absent manifest error. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered

Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated as the "Water Revenue Bonds, Series 2022" (the "Series 2022 Bonds") in the aggregate principal amount of $_____, of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a Master Resolution dated as of _____ 1, 2022 (the "Master Resolution"), approved by resolution adopted on October 18, 2022 (the "Bond Resolution"), for the purpose of providing funds to (a) finance improvements to the Issuer's water system (collectively the "Series 2022 Project"), and (b) pay costs incurred in connection with the issuance of the Series 2022 Bonds, all in full conformity with the Constitution and laws of the State of Utah.

If any installment payment of principal or interest is not paid when due and payable, the Issuer shall pay interest (as defined in the Master Resolution) from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to interest and then to principal.

Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Farmington City, Utah Water Revenue Bond Account" (the "Bond Account"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Net Revenues as defined in and more fully described and provided in the Master Resolution.

The Series 2022 Bonds shall be payable only from the Net Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

This Series 2022 Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and this Series 2022 Bonds does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Series 2022 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that, within the limits provided by law, it will cause to be collected and accounted for sufficient Net Revenues as defined in the Master Resolution as will at all times be sufficient to pay promptly the principal of and interest on this Series 2022 Bonds and the issue of which it forms a part and to make all payments required to be made into the Bond Account, and to carry out all the requirements of the Master Resolution.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2022 Bonds

have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Series 2022 Bonds, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Series 2022 Bonds and the issue of which it forms a part, as authorized for issue under the Master Resolution, and that the Net Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Series 2022 Bonds is one and all bonds issued on a parity with this Series 2022 Bonds.

The Series 2022 Bonds are not subject to optional redemption prior to maturity.

The issuance of this Bond shall not, directly, indirectly, or contingently, obligate the Issuer or any agency, instrumentality, or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder under the corporate seal of said Issuer this _____, _____.

(SEAL)

By:_____(Do Not Sign)_____
Mayor

COUNTERSIGN:

By:_____(Do Not Sign)_____
City Recorder

EXHIBIT A TO BOND FORM

Mandatory Sinking Fund Redemption. The Series 2022 Bonds are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (_____)	Mandatory Sinking Fund Redemption Amount	Paying Agent Certification

---

* Final Maturity Date

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2022

BUSINESS: **License Agreement with Andy McFarland to install a private sewer lateral in the Glovers Lane row.**

GENERAL INFORMATION:

See staff report prepared by Chad Boshell, PE, Assistant City Manager

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

FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: October 18, 2022

SUBJECT: **CONSIDER APPROVAL OF A LICENSE AGREEMENT WITH ANDY MCFARLAND TO INSTALL A PRIVATE SEWER LATERAL IN THE GLOVERS LANE ROW.**

RECOMMENDATION

Approve the license agreement with Andy McFarland that allows him to install a private sewer lateral in the Glovers Lane ROW for a future barn on parcel 4 of the Farmington Creek Estates Phase 3 Subdivision.

BACKGROUND

Andy McFarland has amended the Farmington Creek Estates Phase 3 subdivision to allow for a barn to be built on parcel 4. The sewer lateral will need to connect to an existing main o west in Snow Berry. The lateral will be located under the existing sidewalk, which is going to be relocated due to the WDC. Staff has reviewed the improvement designs and are okay with the plans and location. The license agreement outlines the permittee responsibilities for maintenance for the duration of the laterals use.

Staff recommends approving this agreement with Andy McFarland for the work to be installed in the Glovers Lane ROW.

SUPPLEMENTAL INFORMATION

1. Agreement

Respectively Submitted

Chad Boshell, P.E.
Assistant City Manager

Reviewed and Concur

Brigham Mellor
City Manager

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of the 5th day of OCTOBER, 2022, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City", and **ANDY MCFARLAND-TRUSTEE**, hereinafter referred to as the "Permittee".

RECITALS:

WHEREAS, the City owns and maintains, for the benefit of the public, Right-of-Way known as GLOVER LANE, Street, which is adjacent to Permittee's property as shown on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Permittee is desirous of obtaining a permit from the City to construct and maintain private sewer and water facilities (the "Improvements") within the Right-of-Way, which Improvements are more particularly shown on Exhibit "B," attached hereto and incorporated herein by this reference; and

WHEREAS, the City is willing to grant a license and permit for such use, subject to the terms and conditions set forth below:

AGREEMENT

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

1. The foregoing Recitals are hereby incorporated into this Agreement.

2. For the sum of Ten Dollars ($10.00), and other good and valuable consideration, the City hereby grants permission and license to Permittee to construct and/or install and maintain Improvements within the Easement. The Improvements shall be installed consistent with the plans attached hereto as Exhibit B, and shall be subject to all conditions of this License Agreement.

3. Permittee will, at Permittee's sole expense remove, replace, or alter the Improvements installed by Permittee within the easement area at the written request of the City. The City hereby agrees that it will not request removal, replacement or alteration of the Improvements unless such request is based on objective, demonstrable concern for public health and safety reasons. Permittee shall restore and/or make the required changes to the Improvements within sixty (60) calendar days of notice from the City.

4. Permittee agrees that, at all times, this License shall be subject to use of the Right-of-Way by the City and the public, and the City shall not be liable to Permittee for any loss of use or damage to the Improvements or private property.

5. Permittee agrees upon written notice from the City's Public Works Director, to repair any damage caused to the Right-of-Way as a result of Permittee's, or its agents', employees' or invitees' use of the Right-of-Way through this License Agreement.

6. Permittee agrees to indemnify, hold harmless and defend the City, its agents, employees and volunteers, from and against all claims, mechanics' liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorneys' fees, arising out of or by any reason of Permittee's use of the Easement area or any activities conducted thereon by Permittee, its agents, employees or invitees.

7. Permittee shall not assign this Agreement or any rights or interests herein without the prior written consent of the City. Any assignee approved by the City shall consent in writing to be bound by the terms of this Agreement as a condition of the assignment. Permittee shall not transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from Permittee's interest in the Project and the Property.

8. This License Agreement embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties

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: _____
Brett Anderson, Mayor

"PERMITTEE"

"ANDY MCFARLAND-TRUSTEE"

By: _____

_____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2022, personally appeared before me Brett Anderson, who being by me duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Residing at:

_____

PERMITTEE ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF Davis)

On this 6th day of October, 2022, personally appeared before me **ANDY MCFARLAND-TRUSTEE,** who being by me duly sworn, did say that he is signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

My Commission Expires: June 21, 2025

Residing at: Davis County

Carly Rowe

CARLY ROWE
Notary Public State of Utah
My Commission Expires on:
June 21, 2025
Comm. Number: 718963

Exhibit A

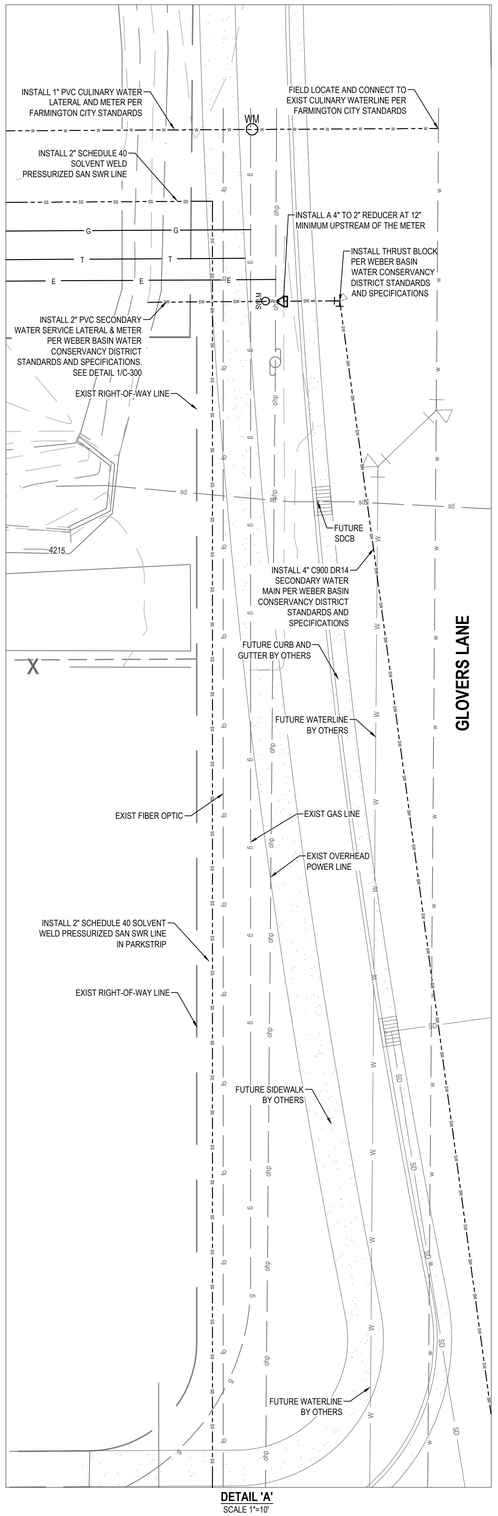
811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

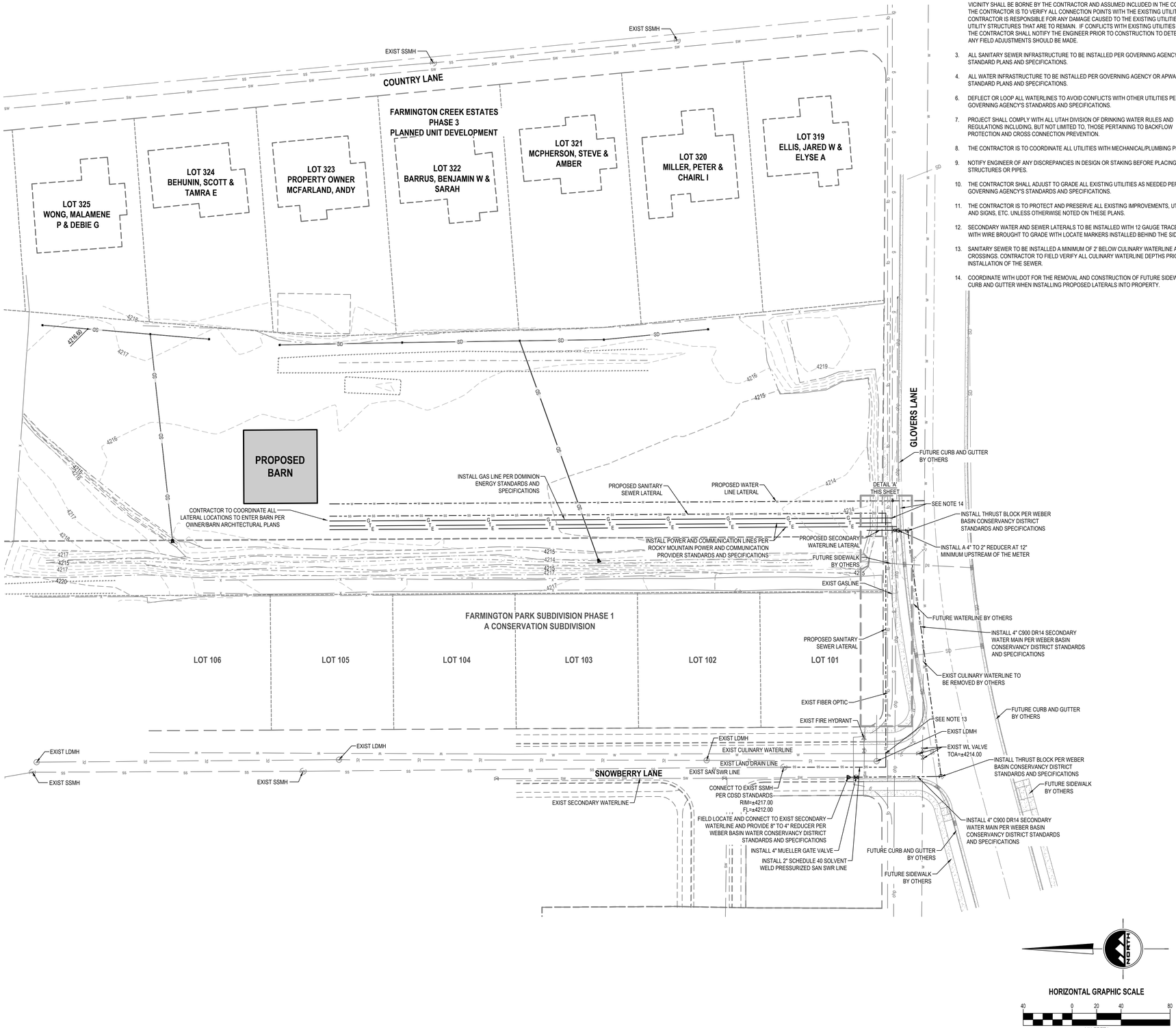
BENCHMARK

CENTER QUARTER CORNER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN

ELEV = 4234.98'



DETAIL 'A'
SCALE 1"=10'



NORTH

HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
HORZ. 1 inch = 40 ft.

GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3. ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY STANDARD PLANS AND SPECIFICATIONS.
4. ALL WATER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
6. DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
7. PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
8. THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.
9. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
10. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
11. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
12. SECONDARY WATER AND SEWER LATERALS TO BE INSTALLED WITH 12 GAUGE TRACER WIRE WITH WIRE BROUGHT TO GRADE WITH LOCATE MARKERS INSTALLED BEHIND THE SIDEWALK.
13. SANITARY SEWER TO BE INSTALLED A MINIMUM OF 2' BELOW CULINARY WATERLINE AT ALL CROSSINGS. CONTRACTOR TO FIELD VERIFY ALL CULINARY WATERLINE DEPTHS PRIOR TO THE INSTALLATION OF THE SEWER.
14. COORDINATE WITH UDOT FOR THE REMOVAL AND CONSTRUCTION OF FUTURE SIDEWALK AND CURB AND GUTTER WHEN INSTALLING PROPOSED LATERALS INTO PROPERTY.

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CONTACT:
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PHONE: 801-000-0000

McFARLAND BARN

854 SOUTH COUNTRY LANE
FARMINGTON, UTAH 84025

PROFESSIONAL ENGINEER — STATE OF UTAH — No. 9039039 — 9-6-22 — CAMERON HESS PRESTON

SITE UTILITY PLAN

PROJECT NUMBER	PRINT DATE
10804	9/7/22
DRAWN BY	CHECKED BY
C.WRIGHT	C.PRESTON
PROJECT MANAGER	
C.PRESTON	

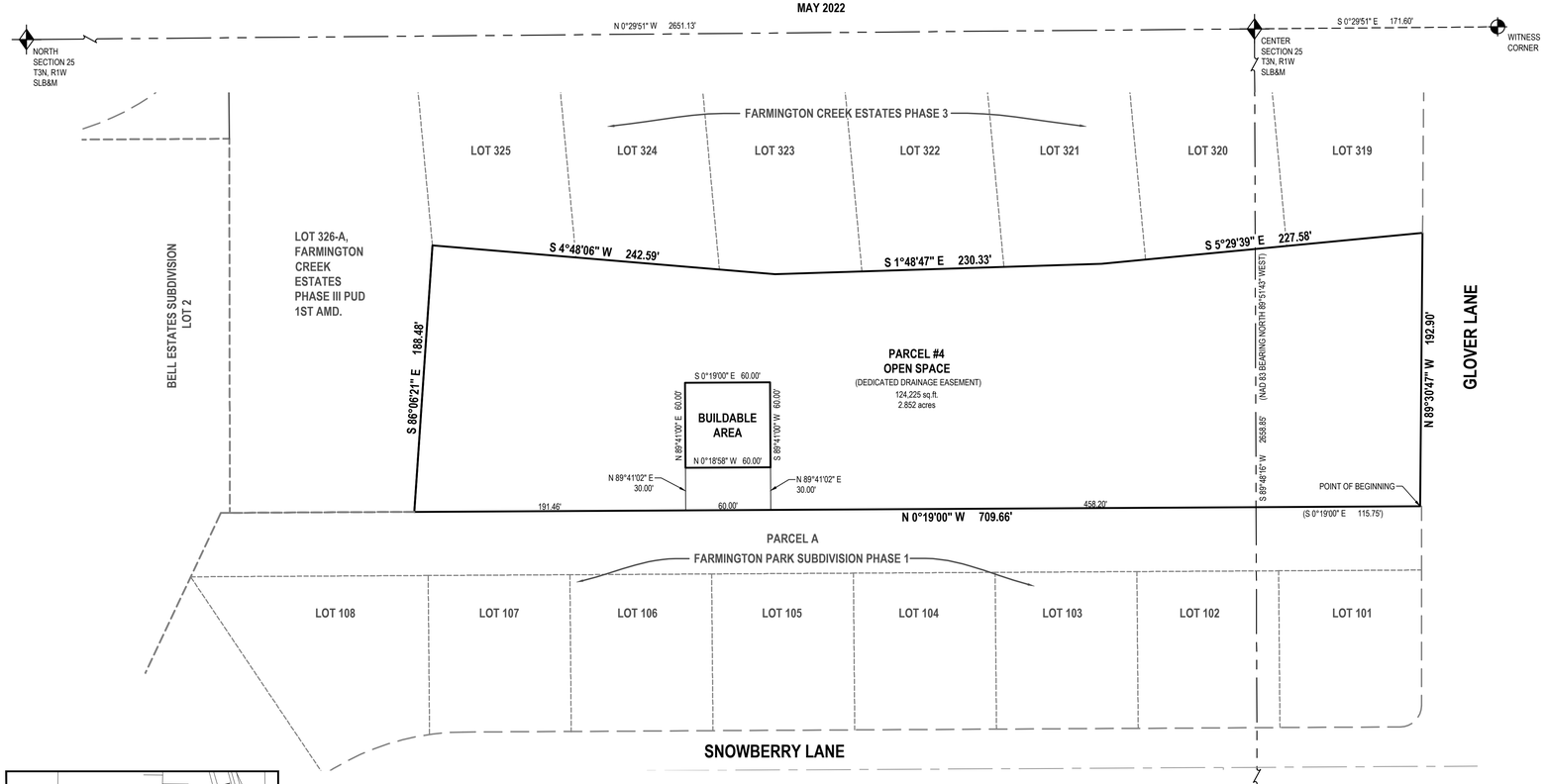
C-100

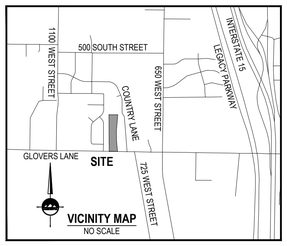
Exhibit B

FARMINGTON CREEK ESTATES PHASE 3 - PUD, SECOND AMENDED

AMENDING PARCEL #3, FARMINGTON CREEK ESTATES PHASE 3 - PUD, FIRST AMENDED

LOCATED IN THE WEST HALF OF SECTION 25
TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH
MAY 2022





GENERAL NOTES:

1. PARCEL #4 SHALL BE A DRAINAGE EASEMENT FOR USE OF RUN OFF FROM LOT 319 THROUGH 326 OF FARMINGTON CREEK ESTATES PHASE III
2. ALL EASEMENTS ARE 10.0' PUBLIC UTILITY EASEMENTS (PUE) UNLESS OTHERWISE NOTED HEREON.
3. PROTECT ALL EXISTING SECTION CORNERS AND STREET MONUMENTS. COORDINATE ALL SURVEY STREET MONUMENT INSTALLATION, GRADE ADJUSTMENT AND ALL REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION OF ANY EXISTING MONUMENTS
4. 5/8" X 24" REBAR AND CAP WILL BE PLACED AT ALL REAR LOT CORNERS AND FRONT LOT CORNERS WILL BE MARKED WITH A NAIL OR RIVET AT THE EXTENSION IN THE CURB
5. NO HABITABLE BUILDINGS ARE PERMITTED.
6. 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 PU&DE THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PU&DE 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 PU&DE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PU&DE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PU&DE.

HORIZONTAL GRAPHIC SCALE

50 0 25 50 100
(IN FEET)
HORZ: 1 inch = 50 ft.

DEVELOPER
ANDY MCFARLAND
854 SOUTH COUNTRY LANE
FARMINGTON, UT 84025

SURVEYOR'S CERTIFICATE

I, **TRENT R. WILLIAMS**, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. **8034679** 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, parcels, and streets, hereafter to be known as **FARMINGTON CREED ESTATES PHASE 3 - PUD, SECOND 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.

Surveyed Description

A parcel of land, Being a part of Parcel 3 , Farmington Creek Estates Phase 3 - PUD, FIRST AMENDED, located in the West Half of Section 25, Township 3 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Farmington City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the North right-of-way line of Glover Lane, Said point being North 89°48'16" East 1329.43 feet along the Quarter Section Line & South 0°19'00" East 115.75 feet from the West Quarter Corner of said Section 25 (NAD 83 Bearing being: North 0° 10'08 West between the North Corner and the Center Corner of said Section 25 as noted on Davis County NAD83 Township Reference Plat) and running thence;

thence North 0°19'00" West 709.66 feet,
thence South 86°06'21" East 188.48 feet;
thence South 4°48'06" West 242.59 feet;
thence South 1°48'47" East 203.33 feet;
thence South 5°29'39" East 227.58 feet to a point on the north right of way of Glover Lane;
thence North 89°30'47" West 192.90 feet along said right-of-way back to the Point of Beginning

Contains: 124,225 square feet or 2.852 acres.

Date

Trent R. Williams
License No. 8034679

OWNER'S DEDICATION

Known all men by these presents that I, the undersigned owner of the above described tract of land, having caused same to be subdivided, hereafter known as the

FARMINGTON CREEK ESTATES PHASE 3 - PUD, SECOND AMENDED

and do hereby dedicate for perpetual use of the public all easements shown on this plat as intended for Public use.

In witness whereof we have hereunto set our hands this_____day of_____A.D., 20_____.

ANDY MCFARLAND

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

FARMINGTON CREEK ESTATES PHASE 3 - PUD, SECOND AMENDED

LOCATED IN THE WEST HALF OF SECTION 25
TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

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SALT LAKE CITY Phone: 801.255.0529
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

DAVIS COUNTY RECORDER

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

DAVIS COUNTY RECORDER

BY _____
DEPUTY RECORDER

CENTRAL DAVIS SEWER DISTRICT

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE CENTRAL DAVIS SEWER DISTRICT

ENGINEER, CENTRAL DAVIS SEWER DISTRICT

BENCHLAND WATER DISTRICT

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE BENCHLAND WATER DISTRICT

DIRECTOR, BENCHLAND WATER DISTRICT

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE FARMINGTON CITY ATTORNEY.

FARMINGTON CITY ATTORNEY

PLANNING COMMISSION APPROVAL

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

CHAIRMAN, FARMINGTON CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE FARMINGTON CITY ENGINEER

FARMINGTON CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE FARMINGTON CITY COUNCIL

CITY RECORDER CITY MAYOR

SHEET 1 OF 1

PROJECT NUMBER : 10804
MANAGER : C. PRESTON
DRAWN BY : C. WRIGHT
CHECKED BY : C.PRESTON
DATE : 8/26/22

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

CENTER QUARTER CORNER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN

ELEV = 4234.98'

Catchment Calculations (10-year storm)

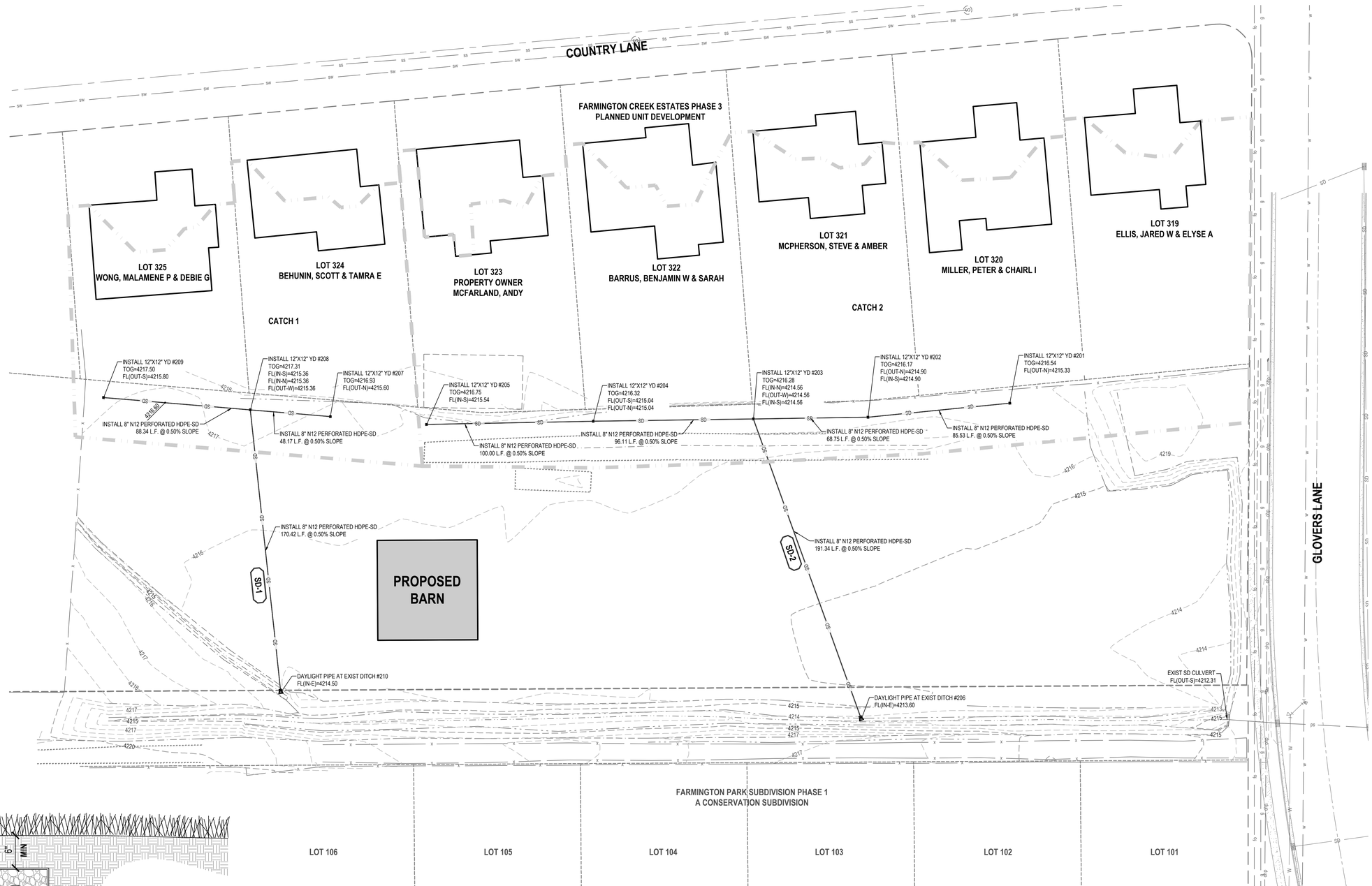
Time of Concentration: 15 min
Rainfall Intensity I: 2.28 in/hr
Mannings N 0.013

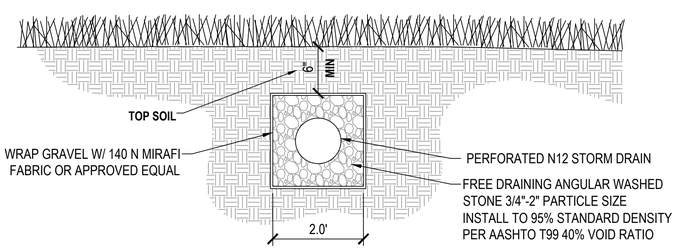
Catchment	Area (SF)	C	Flow (CFS)	Destination
CATCH 1	35,395	0.270	0.504	
CATCH 2	87,443	0.270	1.246	
TOTAL FLOW			1.750	

Pipe Design (10-year storm)

Mannings N (ADS) 0.011
Mannings N (RCP) 0.013

Pipe	Tributary Basins	Surface Flow (CFS)	Upstream Pipes	Pipe Flow (CFS)	Total Flow (CFS)	Pipe Slope	Diameter (IN)	Pipe Type	Full Flow Capacity (CFS)	% of Full-Flow Capacity
SD-1	1	0.504	none	0.000	0.504	0.50%	8	ADS	1.013	49.8%
SD-2	2	1.246	none	0.000	1.246	0.50%	10	ADS	1.836	67.9%





PERFORATED PIPE DETAIL
NOT TO SCALE

NORTH

HORIZONTAL GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
HORZ: 1 inch = 30 ft.

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SALT LAKE CITY
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FOR:
ANDY MCFARLAND
854 SOUTH COUNTRY LANE
FARMINGTON, UTAH 84025
CONTACT:
ANDY MCFARLAND
PHONE: 801-000-0000

McFARLAND BARN

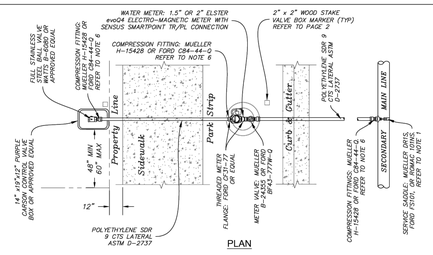
854 SOUTH COUNTRY LANE
FARMINGTON, UTAH 84025

PROFESSIONAL ENGINEER
No. 5019039
8-26-22
STATE OF UTAH
CAMERON HESS PRESTON

GRADING AND DRAINAGE PLAN

PROJECT NUMBER 10804
PRINT DATE 8/26/22
DRAWN BY C.WRIGHT
CHECKED BY C.PRESTON
PROJECT MANAGER C.PRESTON

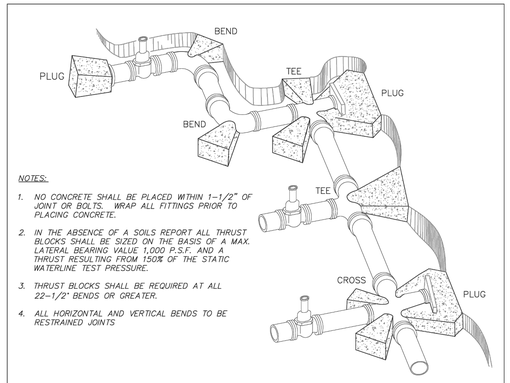
C-200



NOTES

1. EQUIVALENT SADDLES ALLOWED WITH DISTRICT ENGINEER APPROVAL. CONSULT DISTRICT ENGINEER FOR MAINLINE PIPE SIZES GREATER THAN 12" OR FOR MAINLINE PIPE MATERIAL OTHER THAN C900 PVC. HOT TAPPING NOT ALLOWED.
2. METER & ENCLOSURE SHALL BE LOCATED BEHIND CURB WITHIN STREET R.O.W. OR PUBLIC UTILITY EASEMENT IF NO CURB OR GUTTER EXISTS.
3. VALVE & METER ENCLOSURE LIDS SHALL BE STAMPED "WBWCD IRRIGATION".
4. VALVE BOX MARKERS TO BE PAINTED PURPLE AND MUST BE SET ADJACENT TO EVERY VALVE & METER BOX.
5. ENSURE VALVE CONTROL NUT CAN BE SERVICED BY WRENCH WHEN POSITIONING UNDER ENCLOSURE LID.
6. ALL COMPRESSION–TYPE CONNECTIONS REQUIRE STAINLESS STEEL INSERT STIFFENERS.THE TUBING SHOULD BE INSERTED INTO THE FITTING SO THAT THE END OF THE TUBING IS WELL PAST THE RUBBER GASKET AND AT LEAST ⅛" FROM THE BOTTOM OF THE SOCKET.
7. ALL WORK SHALL BE INSPECTED & APPROVED BY DISTRICT INSPECTOR PRIOR TO BACKFILL. ALL INSPECTIONS SHALL BE COORDINATED 48 HOURS IN ADVANCE.

WEBER BASIN WATER CONSERVANCY DISTRICT 2837 East Highway 193 Layton, Utah 84040 (801) 771-1677	SECONDARY WATER 1.5" OR 2" METERED SERVICE CONNECTION	STANDARD DRAWING SW–02	
		APPROVED BY: D.A.J.	ISSUE DATE 06/2020
		PAGE 01 OF 01	



NOTES:

1. NO CONCRETE SHALL BE PLACED WITHIN 1–1/2" OF JOINT OR BOLTS. WRAP ALL FITTINGS PRIOR TO PLACING CONCRETE.
2. IN THE ABSENCE OF A SOILS REPORT ALL THRUST BLOCKS SHALL BE SIZED ON THE BASIS OF A MAX. LATERAL BEARING VALUE 1,000 P.S.F. AND A THRUST RESULTING FROM 150% OF THE STATIC WATERLINE TEST PRESSURE.
3. THRUST BLOCKS SHALL BE REQUIRED AT ALL 22–1/2° BENDS OR GREATER.
4. ALL HORIZONTAL AND VERTICAL BENDS TO BE RESTRAINED JOINTS

THRUST PER P.S.I. OF WATER PRESSURE AT VARIOUS FITTINGS				
Pipe Size	Dead End or Tee	90° Bend	45° Bend	22–1/2° Bend
4	19	27	15	7
6	39	55	30	15
8	67	94	51	26
10	109	154	84	43
12	155	218	119	61
14	210	296	161	82
16	272	383	209	106
18	351	494	269	137
20	434	611	333	169
24	623	878	478	244

EXAMPLE:
8" LINE, 90° ELBOW, 200 PSI PRESSURE,

TABLE: THRUST = 94 X 200 = 18,800 LB.
SOIL BEARING STRENGTH: ASSUME 1,000 LB/SQ FT
18,800 / 1,000 = 18.8 SQ FT BEARING AREA REQ. FOR THRUST BLOCK

NOTE:
IN USING THE ADJACENT TABLE, USE THE MAX. INTERNAL PRESSURE ANTICIPATED (i.e., HYDROSTATIC TEST PRESSURE, POSSIBLE SURGE PRESSURE, etc.)

WEBER BASIN WATER CONSERVANCY DISTRICT 2837 East Highway 193 Layton, Utah 84040 (801) 771-1677	GENERAL DETAIL THRUST BLOCKING	STANDARD DRAWING GN–04	
		APPROVED BY: D.A.J.	ISSUE DATE 02/2020
		PAGE 01 OF 01	

Weber Basin Water Subdivision Pre-Construction Notes

- All work pertaining to installation of the secondary water system shall be the responsibility of the Developer. All portions of the secondary water system that are to be located within public right-of-way shall meet the requirements as set forth in Weber Basin Water Conservancy District's Pressurized Irrigation Construction Specifications and Drawings.
- Irrigation lines are to be C900 DR14 (either purple or blue).
- Three-part wax tape required on all ductile iron fittings.
- Water mains shall be 72 inches from top back of curb in the asphalt.
- Cover depth on pipe is a minimum of 30 inches, and maximum of 72 inches.
- Sand bedding to 1 foot above top of pipe. Tracer wire (12 gauge) and tape (6") are required.
- Air-Vacuum Breakers required at all high points and Blow-Off/Drain required at all low points in the system.
- Gate valves 6" through 12" shall be Mueller 2361. No 'or equal' products will be allowed.
- Valve box lids shall have square collars and be marked "Irrigation"
- Service saddles shall be Ford FS101 or FS202, Mueller DR1S or DR2S, or Romac 101NS or 202NS.
- Service laterals shall be PE 3408, CTS ASTM D-2737, SPR-9.
- It is required to install saddles and pigtail into the property before pressure test.
- Pressure test at 200 psi for 2 hours.
- It is recommended to set meters/pits after other utilities have been installed and prior to sidewalk.
- Use Elster EVOQ4 for 1.5-inch, 2-inch and 4-inch meters. Western Water Works is their supplier.
- Meters to be programmed for Weber Basin.
- Marc Montgomery is the assigned inspector for this development. He will inspect and survey all meters and fittings. Please give 48-hours notice before construction and pressure test(s). His contact information is (801) 498-0243 or mmontgomery@weberbasin.com.
- Show any changes on the as-built drawings and provide updated drawings to District after construction completion. Note that any changes to the secondary system will need to be approved by District engineers.
- There is a 1-year Warranty Period. It will begin after the system is completed and tested, irrigation water has been in the system, and as-built drawings have been received.

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CONTACT:
ANDY MCFARLAND
PHONE: 801-000-0000

McFARLAND BARN
854 SOUTH COUNTRY LANE
FARMINGTON, UTAH 84025

PROFESSIONAL ENGINEER
No. 9019039
9-26-22
STATE OF UTAH
CAMERON HESS PRESTON

DETAILS

PROJECT NUMBER 10804
PRINT DATE 9/7/22
DRAWN BY C.WRIGHT
CHECKED BY C.PRESTON
PROJECT MANAGER C.PRESTON

C-100

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2022

BUSINESS: **Quit Claim Deed – Sell of 0.02 acres of City Property at 662 North 100 East**

GENERAL INFORMATION:

See staff report prepared by Lyle Gibson, Assistant Community Development Director

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

FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Lyle Gibson, Assistant Community Development Director

Date: October 18, 2022

SUBJECT: **Sell of 0.02 acres of City Property at 662 N 100 E**

RECOMMENDATION

1. Move that the City Council approve sale of .02 acres of property as outlined in the included quit-claim deed for the amount of $1,000.

Findings

1. The sale of the property will not restrict or impact the city's anticipated or potential future use of remaining city property.
2. The sale of the property will clean up property lines around a structure which has been in place with little to no negative impact to the city for many years.
3. The proposed offer complies with the provisions of FCC 3-6-110in that it serves the interest of city residents and produces a fair return.

Background Information

The council was recently shown a couple of property line oddities in relation to city property. This request is related to one of those proposals. More specifically, the current owners of 662 N 100 E recently purchased the property and hoped to put up a new fence. In the process of having the property surveyed to determine where the fence could go, they learned that the shed building which was already on the property when they purchased it and has been in place for many years is only slightly on their property, much of it is located on city land. They would like to keep this building so wish to offer to purchase the ground from the city.

Members of city staff have visited the property and feel that if the property near the shed were to be purchased it wouldn't impact the long term needs of the city. Staff did recommend that the property fronting the right of way remain with the city to maintain control for any possible needs related to the trailhead parking. The proposed acquisition has also been created to continue the existing east property line. The total amount of ground being requested for purchase from the city consists of 916 sq. ft. or 0.02 acres.

An appraisal has not been completed for the subject property. The Crawleys are offering $1,000 for the land which is $1.09 per sq. ft. Properties like this have limited use and a limited number of parties that would have interest so market comps are very limited. As a point of reference, a ½ acre lot will generally sell for $250,000 on the market today which is about $11.50 per sq. ft. At $11.50 per sq. ft. the property would sell for about $10,000. It is the opinion of staff that this property would not be valued at $11.50 per sq. ft. and at such a low value would not merit paying for the services of an appraiser. The council should determine if the $1,000 offer is fair to clean up a long standing, though recently discovered, boundary issue.

The subject property is not considered a significant parcel of real property as it is not 1 acre or more in size and does not have a value exceeding $100,000. As such it is not necessary to hold a public hearing though the consideration of the sale should be done in a public meeting.

Per FCC 3-6-110 Disposal of Surplus Property (D) Methods of Sale: The city council may also authorize at its discretion and under such terms and conditions as it may deem desirable, fair and appropriate, considering intended use, property tax value and the interests of the city, the sale of any surplus property, through public auction or other method designed to best serve the interests of city residents and produce a fair return; the trade or exchange or any surplus property; and the lease or sublease of any surplus property.

Supplementary Information

1. Vicinity Map showing location of shed.
2. Survey indicating land under consideration.
3. Quit Claim Deed

Respectfully Submitted

Lyle Gibson
Assistant Community Development Director

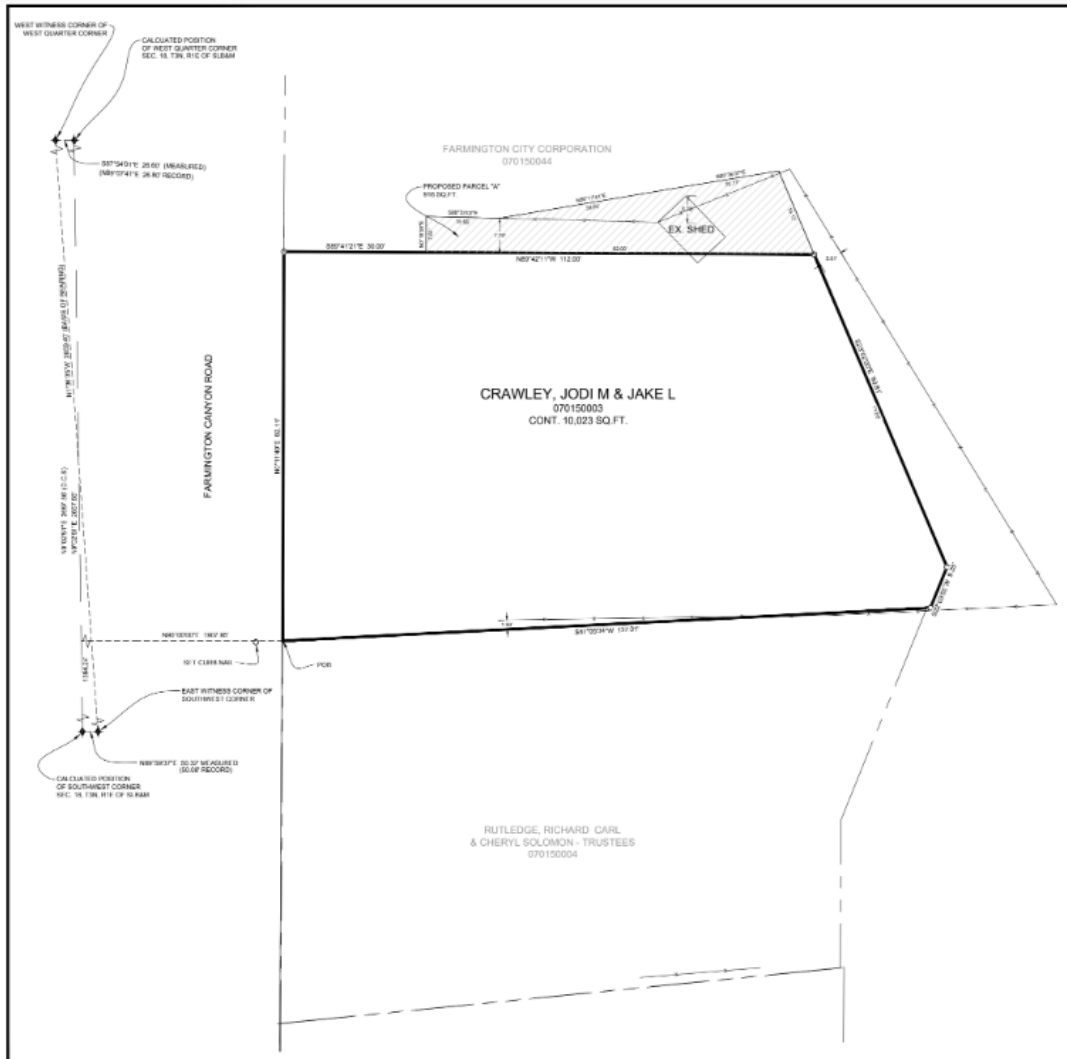
Concur

Brigham Mellor
Assistant City Manager

Exhibit A



Existing Fences and Shed Location (Red)
Property Lines (Orange)



ORIGINAL BOUNDARY DESCRIPTION

BEGINNING AT A POINT SOUTH 89°39' EAST 74.5 FEET AND NORTH 0°21'5" EAST 329.75 FEET FROM THE SOUTHEAST CORNER OF BLOCK 16, BIG CREEK PLAT, FARMINGTON TOWNSITE SURVEY AND RUNNING THENCE NORTH 0°21'10" EAST 80.75 FEET; THENCE SOUTH 89°38'45" EAST 112 FEET; THENCE SOUTH 22°56'34" EAST 71.69 FEET; THENCE SOUTH 22°57'2.1" WEST 9.3 FEET; THENCE SOUTH 87°09' WEST 130.25 FEET TO THE POINT OF BEGINNING.

PARCEL "A" BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT BEING LOCATED NORTH 0°02'51" EAST 1394.24 FEET ALONG THE WEST LINE OF SAID QUARTER AND NORTH 80°09'09" EAST 1987.90 FEET AND NORTH 0°11'46" EAST 82.11 FEET ALONG SAID EAST RIGHT-OF-WAY LINE AND SOUTH 89°47'21" EAST 30.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; RUNNING THENCE LINE NORTH 0°18'39" EAST 7.61 FEET; THENCE SOUTH 88°33'02" EAST 15.56 FEET; THENCE NORTH 80°17'41" EAST 80.60 FEET; NORTH 80°38'37" EAST 20.17 FEET; THENCE SOUTH 23°20'00" EAST 19.13 FEET; THENCE NORTH 89°42'11" WEST 82.00 FEET TO THE POINT OF BEGINNING. CONTAINING 516 SQUARE FEET MORE OR LESS.

COMBINED BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF FARMINGTON CANYON ROAD BEING LOCATED NORTH 0°02'51" EAST 1394.24 FEET ALONG THE WEST LINE OF SAID QUARTER AND NORTH 80°09'09" EAST 1907.90 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 0°11'46" EAST 82.11 FEET; THENCE SOUTH 89°47'21" EAST 30.00 FEET; THENCE NORTH 0°18'39" EAST 7.61 FEET; THENCE SOUTH 88°33'02" EAST 15.56 FEET; THENCE NORTH 80°17'41" EAST 38.60 FEET; NORTH 80°38'37" EAST 20.17 FEET; THENCE SOUTH 23°52'00" EAST 90.81 FEET; THENCE SOUTH 22°05'56" WEST 5.30 FEET; THENCE SOUTH 87°39'34" WEST 137.01 FEET TO THE POINT OF BEGINNING. CONTAINING 10,539 SQUARE FEET MORE OR LESS.

0' 5' 10' 20' 30'
Scale in Feet
(1" = 10')

LEGEND

- DAVIS COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
- SUBJECT PROPERTY BOUNDARY
- LOT LINE
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING FENCE LINE

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH AND SET THE PROPERTY CORNERS OF THE PARCEL AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY JODI CRAWLEY. THE BASIS OF BEARING IS THE LINE BETWEEN THE WEST WITNESS CORNER FOR THE WEST QUARTER CORNER AND THE EAST WITNESS CORNER FOR THE SOUTH WEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH AND RANGE 1 EAST WHICH BEARS NORTH 1°36'35" WEST, WEBER COUNTY, UTAH NORTH, NAD 83 STATE PLANE GRID BEARING. THE BOUNDARY WAS DETERMINED BY WARRANTY DEED RECORDED AS ENTRY NUMBER 3466026, AND DEEDS OF ADJOINING PROPERTY OWNERS. THE DEDICATED PLATS OF FARMINGTON HEIGHTS PLAT "C" AND TAYLOR RIDGE SUBDIVISION FIRST AMENDMENT WERE ALSO USED TO DETERMINE BOUNDARY LOCATION ALONG WITH THE FOUND MONUMENTS AS SHOWN AND DESCRIBED HEREON.

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____ 2022.

PROFESSIONAL LAND SURVEYOR
8227228
Klint H. Whitney
STATE OF UTAH

KLINT H. WHITNEY, PLS NO. 8227228

REVISIONS		
DATE	DESCRIPTION	

SCALE: 1" = 10'
DATE: 3/30/2022
DESIGN: JDS
DRAWN: JDS
CHECKED: JDS
DWG: S:\GE\ENGINEERING\...\PROPERTY SURVEY FOR JODI CRAWLEY.DWG

PROPERTY SURVEY FOR JODI CRAWLEY
662 NORTH 100 EAST, FARMINGTON UTAH
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 3 NORTH, RANGE 1 EAST, S.L.B. AND M.

GARDNER ENGINEERING
CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801.476.0202 FAX: 801.476.0066

S1
1

Exhibit B

THIS SPACE PROVIDED FOR RECORDER'S USE ONLY:

WHEN RECORDED RETURN TO:
Farmington City Corporation
160 South Main Street
P.O. Box 160
Farmington, UT 84025

QUIT CLAIM DEED

THE GRANTOR(S),

- FARMINGTON CITY CORPORATION, Grantor, hereby QUIT CLAIM to Crawley, Jodi M & Jake L, Grantee, for the sum of ONE THOUSAND (1,000) Dollars and other good and valuable consideration, all of their respective right, title and interest in the following described parcel of land in Davis County, State of Utah:

Legal Description:
A PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS. BEGINNING AT A POINT BEING LOCATED NORTH 0°02'51" EAST 1394.24 FEET ALONG THE WEST LINE OF SAID QUARTER AND NORTH 90°00'00" EAST 1907.95 FEET AND NORTH 0°11'40" EAST 82.11 FEET ALONG SAID EAST RIGHT-OF-WAY LINE AND SOUTH 89°41'21" EAST 30.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; RUNNING THENCE LINE NORTH 0°18'39" EAST 7.61 FEET; THENCE SOUTH 88°33'02" EAST 15.56 FEET; THENCE NORTH 80°17'41" EAST 39.60 FEET; NORTH 80°36'37" EAST 20.17 FEET; THENCE SOUTH 23°02'00" EAST 19.13 FEET; THENCE NORTH 89°42'11" WEST 82.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 916 SQUARE FEET MORE OR LESS.

The described property is to be combined with parcel ID #07-015-0003

Grantor grants, all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Grantors' Signatures:
Dated: _____

_____
Brett Anderson, Mayor
Farmington City Corporation

STATE OF UTAH, COUNTY OF DAVIS, ss:
This instrument was acknowledged before me on this ___ day of _____ 2022 by Brett Anderson, Mayor, on behalf of Farmington City Corporation.

_____
Notary Public
My Commission Expires: _____

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2022

SUMMARY ACTION:

- Request to apply property to public interest use
- Encroachment Agreement with the Bureau of Reclamation (BOR) to allow road improvements for the business park
- Encroachment Agreement with the Bureau of Reclamation (BOR) and UDOT to allow the Park Lane pedestrian bridge over the BOR easement
- Improvements Agreement with Chestnut Farms 2012 ,LLC
- Improvements Agreement with Phillip and Natalie Hunter for the Hunter Subdivision Development

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

FARMINGTON CITY

Historic Beginnings • 1847

Brett Anderson
Mayor

Roger Child
Scott Isaacson
Melissa Layton
Alex Leeman
Amy Shumway
City Council

Brigham Mellor
City Manager

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: **Brigham Mellor, City Manager**
Date: October 18, 2022
Subject: **Request to apply property to public interest use**

RECOMMENDATION

Approve the police department's request to apply certain property to a public interest use – use of the property within the Farmington Police Department for city business.

BACKGROUND

The Police Department came into possession of Lifetime coolers and reusable ice packs, when a resident reported that they were delivered to their home without having been requested. Neither the resident nor the seller (Amazon.com) want the property. Photos of the property are attached to this staff report.

This property may be considered "lost or mislaid" and thus subject to chapter 77-24a of the Utah Code. One step in the process is for the agency having possession of the property to obtain from its governing body "permission to apply the property to a public interest use." Utah Code Ann. § 77-24a-5(4). The police department will also be required to post notice of the proposed disposition, as per section 77-24a-5.

The public interest use sought is to have the items assigned to the Farmington Police Department for its internal use. The property would become City property and be treated as such.

Respectfully submitted,

Brigham Mellor
City Manager


LIFETIME
Walmart
mart.com


FREEZ PAK
ICE BLANKET
FREEZ PAK
LARGE
LIFOAM
FREEZ PAK
LARGE
LIFOAM
FREEZ PAK
LARGE
LIFOAM
OZARK TRAIL
OUTDOOR EQUIPMENT
COOLING
POOL
TRA-COLD
AG
-2°
FREEZ PAK

FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: October 18, 2022

SUBJECT: **CONSIDER APPROVAL OF AN ENCROACHMENT AGREEMENT WITH THE BUREAU OF RECLAMATION (BOR) TO ALLOW THE CITY TO INSTALL ROAD IMPROVEMENTS FOR THE BUSINESS PARK.**

RECOMMENDATION

Approve the encroachment agreement with the Bureau of Reclamation that allows the City to install road improvements for the Business Park Infrastructure Project and authorize Chad Boshell to electronically sign the agreement.

BACKGROUND

As part of the Business Park Infrastructure Project portions of the road and infrastructure is located within existing BOR easements. These improvements need an agreement with the BOR to complete the work. Fees are associated with the agreements and will be paid out of the project funds.

Staff recommends approving this agreement with the BOR for the various work to be done in the easements.

SUPPLEMENTAL INFORMATION

1. Agreement

Respectively Submitted

Chad Boshell, P.E.
Assistant City Manager

Reviewed and Concur

Brigham Mellor
City Manager

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WEBER BASIN PROJECT
FARMINGTON A-6 DRAIN
WEST FARMINGTON LATERAL 1.8R-0.8L-0.4L & 1.8R-0.8L

EASEMENT ENCROACHMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FARMINGTON CITY

This Easement Encroachment Agreement made this ___ day of _____ 20___, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, among the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the United States and FARMINGTON CITY, hereinafter referred to as the Permittee.

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of certain easements recorded in the official records of Davis County, State of Utah, hereinafter referred to as the Easement of the United States; and

WHEREAS, the Permittee has requested permission of the Landowner to cross the Landowner's property in such a manner as to encroach upon the Easement of the United States in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to said encroachment, upon conditions more particularly specified hereinafter;

NOW, THEREFORE, the United States hereby agrees to encroachment upon the Easement of the United States by the Permittee only to the extent and for the purposes set forth below:

The Permittee will install, operate, and maintain a roadway, box culvert, and culinary pipeline across the West Farmington Lateral 1.8R-0.8L; a roadway, culinary pipeline across the West Farmington lateral 1.8R-0.8L-0.4L; a storm drain water channel over the A-6 drain. This work will facilitate the construction of a business park within Farmington City limits.

A. Crossing at 1.8R-0.8L (aka Spring Creek) at approximate Station 10+00 at the creek crossing with Marker Way in Farmington, Utah. This crossing will include a 3-feet by 5-feet box culvert within the creek channel, an asphalt roadway running over top of the culvert, and a 10-inch water line looping beneath (Shown in Exhibit "C") The open channel Lateral is protected by West Farmington Lateral Easement Tract 122 (Hess), the location of which is in the SW ¼ of the NE ¼ and in the N ½ of the S ½ of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian. (Shown in Exhibit "B")

B. Crossing at West Farmington Lateral 1.8R-0.8L-0.4L will include an asphalt roadway with associated curbing and gutter from drain Stations 4+22 and 10+27 along Commerce Drive in

Farmington Utah. A 12-inch diameter culinary water main. (Shown in Exhibit "C") The easement is described by West Farmington Lateral Easement Tract 141 (Clark), the location of which is in the NE ¼ of the SW ¼ of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian. (Shown in Exhibit "B")

There are no Bureau of Reclamation (BOR) facilities within this easement.

C. The crossing at the Farmington A-6 Drain will include a temporary open drainage ditch that will remain during construction. After construction the open ditch will have an RCP storm drainpipe placed wherein, the pipe invert will be at the same flow line elevation as the ditch. The storm drain will be no greater than 42-inches in diameter and will have a vertical separation of approximately 60-inches between the storm drain and the A-6 Drain. (Shown in Exhibit "C") The drain pipeline is protected by Farmington A-6 Drain Easement Tract 5 (Hess), the location of which is in the NE ¼ of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian. Shown in Exhibit "B"

The parcel(s) around the A-6 drain will need a substantial amount of earthen fill to accommodate the eventual development of these properties. Any developer will need to apply for this separate from this agreement, and others associated with the North Farmington Station Business Park. Data from the drain structures indicate, as verbally stated by the Farmington Engineer, that the natural grade around the drain will require 3 to 4-feet of fill material to make the land usable.

1. The federal agency is the Department of Interior, Bureau of Reclamation, represented by the officer executing this Agreement, his duly appointed successor, or his duly authorized representative.

2. The United States guidelines for agreeing to such encroachment upon the Easement of the United States are:

a. It is the District's intent to extend professional courtesy and protect in place buried utility encroachments, however, this licensed encroachment shall not increase the District's cost to operate and maintain the encroached BOR facilities. If the District, within reason, needs to remove any of the improvements herein licensed in order to effectively operate or maintain (including repairing or replacing) any of the encroached BOR facilities, the District will only be responsible for replacement and repair of the subgrade materials. The Permittee will be responsible for replacing their licensed encroachment at no cost to the District.

b. The Permittee is responsible for damage to, or malfunction of, the land drain as a result of the construction adjacent to the land drain and installation of any and all encroachments.

c. The allowable period of construction to be at the sole discretion of the District. In no case, shall the duration of construction be permitted to hinder or impede any operation or maintenance of any BOR facilities.

d. Any operation and maintenance work done by the Permittee or its assigns, pertaining to these crossings inside the easement, be approved by the District in advance to coordinate necessary protection measures of the West Farmington Lateral 1.8R-0.8L

(Spring Creek), West Farmington Lateral 1.8R-0.8L-0.4L Easement, and Farmington A-6 Drain.

e. The Permittee is required to pothole all encroached pipelines and the District must be notified no less than 48-hours in advance so a District representative may be present to witness the potholing.

f. Permittee, or its Assignees are required to follow and abide by all guidelines and standards outlined in Bureau of Reclamation's "Engineering and O&M Guidelines for Crossings", a copy of which will be provided upon request or maybe acquired from Reclamation's Website at: https://www.usbr.gov/pn/snakeriver/landuse/authorized/crossings.pdfShoring

g. Additional guidelines are shown on Exhibit "A," attached hereto and by this reference made a part hereof.

3. The Permittee or its Contractor shall perform all work within the encroachment area in accordance with the plans, drawings, guidelines, and maps attached hereto, and in a manner satisfactory to the United States and the District.

4. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

5. ILLEGAL USE: Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

6. TERM OF AGREEMENT – REVOCATION/TERMINATION: This Agreement may be revoked by the United States upon thirty (30) days written notice to the Permittee: 1. For nonuse of the project lands by Permittee for a period of two (2) continuous years; or, 2. The United States determines that the Permittee's use of the land is no longer compatible with project purpose; or, 3. After failure of the Permittee to observe any of the conditions of this Agreement and on the tenth day following service of written notification on the Permittee of the termination because of failure to observe such conditions; or, 4. At the sole discretion of the United States.

7. HOLD HARMLESS: The Permittee hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Permittee activities under this agreement.

(a) In consideration of the United States agreeing to encroachment upon the Easement of the United States by the Permittee, the Permittee hereby agrees to indemnify and hold the United States and the District, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the United States or the District

from responsibility for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

(b) In consideration of the United States agreeing to the Permittee encroaching upon the Easement of the United States, the Permittee agrees that the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property if damaged by reason of encroachment upon the Easement of the United States by the Permittee. The Permittee hereby releases the United States and the District, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the Landowner from the construction, operation, and maintenance of Project works upon said lands, provided that nothing in this Agreement shall be construed as releasing the United States or the District from liability for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

(c) If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the Permittee or its Contractor, the Permittee or its Contractor will promptly pay to the United States or the District, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill.

8. PROTECTION OF UNITED STATES INTERESTS: The Permittee shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any Federal, state, or local governmental body having jurisdiction over the encroachment.

9. UNRESTRICTED ACCESS: The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever.

10. OFFICIALS NOT TO BENEFIT: No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

11. SUCCESSORS IN INTEREST OBLIGATED: The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign of the Permittee shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment of the Easement of the United States.

12. This agreement makes no finding as to the right, title, or validity of the Permittee or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

13. In accordance with 43 CFR 429.16 Subpart D, any applicant requesting a right-of-use over Reclamation land has remitted a nonrefundable application fee of One Hundred Dollars ($100).

The receipt of this application fee is hereby acknowledged, which amount represents the initial review of your application.

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

UNITED STATES OF AMERICA

Acting for:

By: _____
Name: Kent Kofford
Title: Area Manager, Provo Area Office

PERMITTEE:
FARMINGTON CITY

By: _____
Name:
Title:

CONCUR:
WEBER BASIN WATER CONSERVANCY DISTRICT

By: _____
Name: Scott Paxman
Title: General Manager

EXHIBIT "A"

SPECIAL PROVISIONS

A. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, with no utilities within roadway, non-reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways, fences with gated openings (no footings, foundation, and masonry block walls). However, where United States system pipe has specific maximum and minimum cover designation the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States for the maximum allowable external loading or minimum cover. **HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.**

B. Structures that may not be constructed in, on, or along United States rights-of-way include but are not limited to, permanent structures such as buildings, garages, carports, trailers, and swimming pools as designated by the United States.

C. No trees or vines will be allowed within the rights-of-way of the United States.

D. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.

E. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.

F. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of the District or the United States.

G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.

H. The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.

I. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States upon completion of construction and shall provide the United States with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.

J. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

K. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

L. All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.

M. The backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

N. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.

O. Owners of encroaching facilities shall notify the United States at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States.

P. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.

Section 14 • Township 3 North • Range 1 West



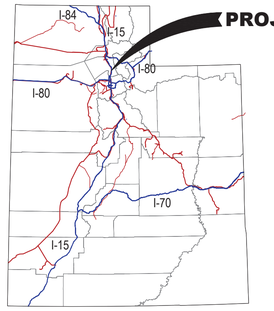
Section 23 • Township 3 North • Range 1 West




West Farmington Lateral
1.8R-0.8L-0.4L
West Farmington Lateral
1.8R-0.8L
40+00
30+00
20+00
10+00
1525 W
1725 W
675 N
855 N
600 N
BURKE LN
I-15 NB X325 ON PARK LN RAMP
I-15 SB FWY
I-15 SB X325 OFF PARK LN RAMP
I-15 NB FWY
LEGACY NB X13 TO I-15 NB RAMP
I-15 SB X324 TO LEGACY SB
BOTTS DR
CHRIS DR
ALPENGLOW CIR
SPRING MEADOW LN
COOK LN
MADILYN WAY
KENZIE WAY
BROADWAY
STATION PKWY
CABELAS DR
Farmington A-6 Drain
CENTRAL AVE
UNIVERSITY AVE
UNION AVE
WILLOW BEND WAY
WILLOW GREEN WAY

FARMINGTON CITY
NORTH FARMINGTON STATION BUSINESS PARK
90% DESIGN

STATE OF UTAH

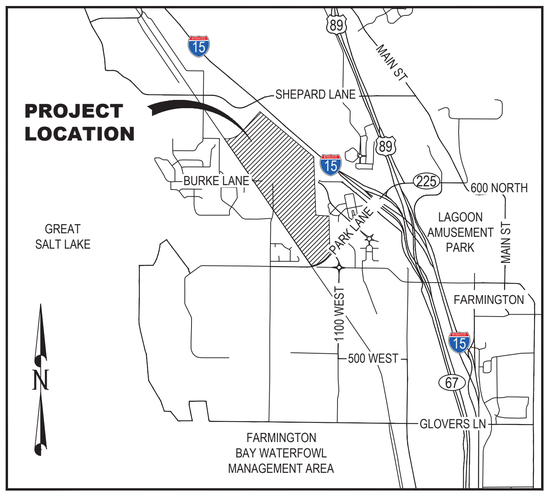


LEGEND

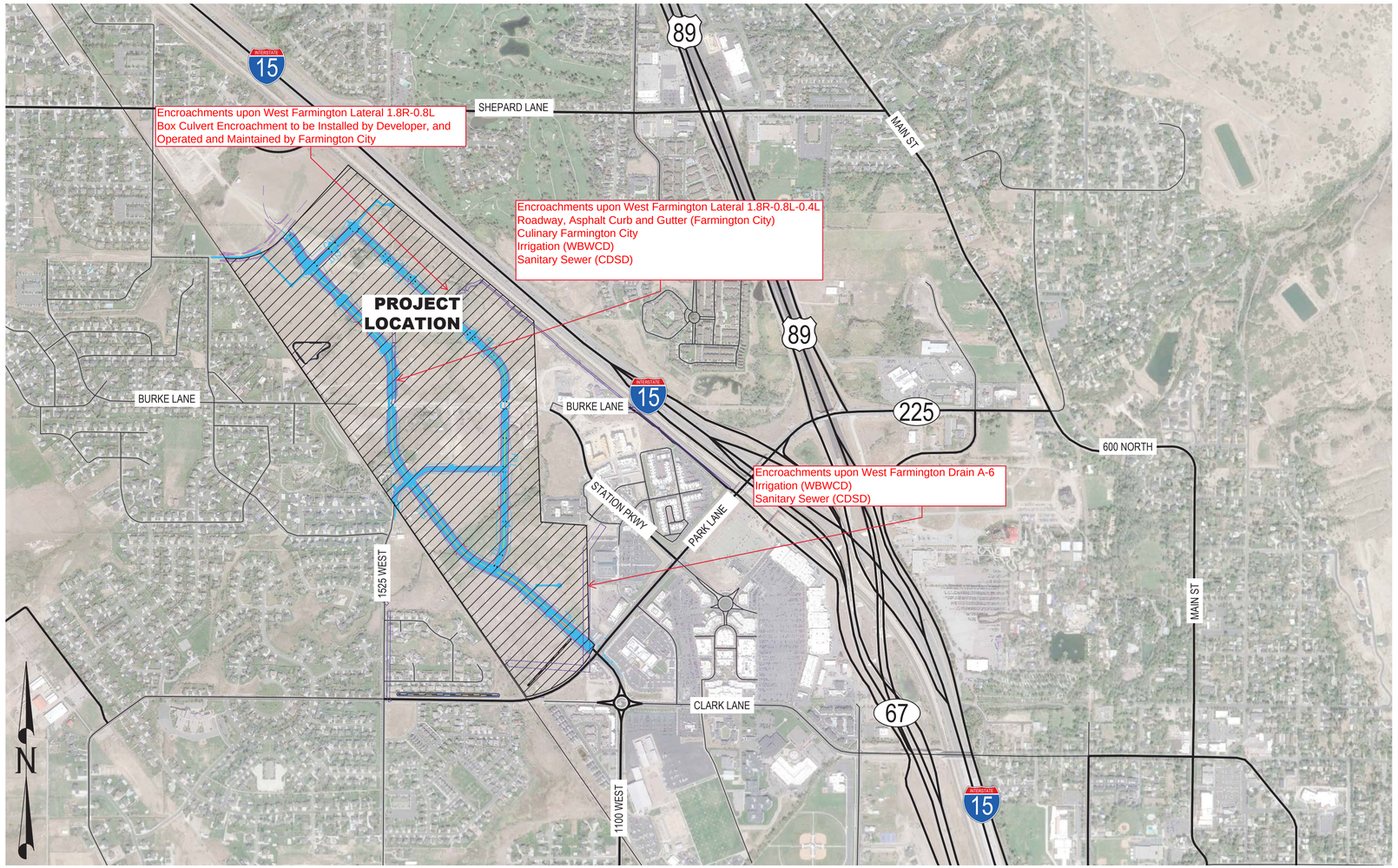
- RAILROAD
- MAJOR HIGHWAY
- COUNTY LINE

US BOR EASEMENT

VICINITY MAP
N.T.S.



FUTURE SHEPARD LANE INTERCHANGE TO PARK LANE
FARMINGTON, UTAH 84025
ISSUE DATE: JANUARY 2022



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RECORD OF REVISIONS

0 1 2

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PRINCIPAL	J. BALE, P.E.
PROJECT MANAGER	G. NELSON, P.E.
CHECKED BY	D. CROMAR, P.E.
DRAWN BY	K. FOSTER
DRAWING SCALE	NONE
ISSUE DATE	JANUARY 2022

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FARMINGTON CITY
NORTH FARMINGTON STATION BUSINESS PARK
COVER SHEET

FUTURE SHEPARD LANE INTERCHANGE TO PARK LANE — FARMINGTON, UTAH 84025

95%
PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NUMBER	2019-0217
SHEET	1
OF	123
SHEET NUMBER	G001

1-15

EXISTING SHEPARD LANE OVERPASS

FRONTRUNNER

OS304

CP317 CU317

CP318 CU318

CP319 CU319

CP320 CU320

CP321 CU321

CP322 CU322

MAKER WAY

OS308

SPRING CREEK

Encroachments upon West Farmington Lateral 1.8R-0.8L Box Culvert Encroachment to be Installed by Developer, and Operated and Maintained by Farmington City

Encroachments upon West Farmington Lateral Easement 1.8R-0.8L-0.4L
Roadway, Asphalt Curb and Gutter (Farmington City)
Culinary (Farmington City)
Irrigation (WBWCD)
Sanitary Sewer (CDSD)

CP316 CU316

CP315 CU315

CP301 CU301

CP302 CU302

CP303 CU303

CP304 CU304

CP305 CU305

CP306 CU306

CP307 CU307

COMMERCE DRIVE

BURKE LANE

CP102 KEY SHEET - SOUTH

OS303

OS302

OS308

OS301

NEW SHEPARD LANE

OS308

US BOR EASEMENT

SHEET LEGEND

COMMERCE DRIVE	CP301 - CP314
MAKER WAY	CP315 - CP326
500 NORTH	CP327 - CP330
OFFSITE UTILITIES	OS301 - OS313

N

0 125' 250'

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RECORD OF REVISIONS

0 1 2

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PROJECT MANAGER	G. NELSON, P.E.
CHECKED BY	D. CROMAR, P.E.
DRAWN BY	K. FOSTER
DRAWING SCALE	AS SHOWN
ISSUE DATE	JANUARY 2022

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FARMINGTON CITY
NORTH FARMINGTON STATION BUSINESS PARK
KEY SHEET NORTH

FUTURE SHEPARD LANE INTERCHANGE TO PARK LANE

FARMINGTON, UTAH 84025

95%
PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NUMBER 2019-0217

SHEET 12 OF 123

SHEET NUMBER CP101

Encroachments upon West Farmington Lateral Easement 1.8R-0.8L-0.4L
Roadway, Asphalt Curb and Gutter (Farmington City)
Culinary (Farmington City)
Irrigation (WBWCD)
Sanitary Sewer (CDSD)

Encroachments upon West Farmington Drain A-6
Irrigation (WBWCD)
Sanitary Sewer (CDSD)

Encroachments upon West Farmington Drain A-6
Farmington City Encroachment temporary open ditch

SHEPARD CREEK

BURKE LANE

CP101 KEY SHEET - NORTH

MAKER WAY

500 NORTH

COMMERCE DRIVE

PARK LANE

CP306 CU306
CP307 CU307
CP308 CU308
CP309 CU309
CP310 CU310
CP311 CU311
CP312 CU312
CP313 CU313
CP314 CU314
CP323 CU323
CP324 CU324
CP325 CU325
CP326 CU326
CP327 CU327
CP328 CU328
CP329 CU329
CP330 CU330

OS307
OS306
OS305
OS313
OS312

0 125' 250'

SHEET LEGEND

	COMMERCE DRIVE	CP301 - CP314
	MAKER WAY	CP315 - CP326
	500 NORTH	CP327 - CP330
	OFFSITE UTILITIES	OS301 - OS313

US BOR EASEMENT

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RECORD OF REVISIONS

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DRAWING SCALE: AS SHOWN
ISSUE DATE: JANUARY 2022

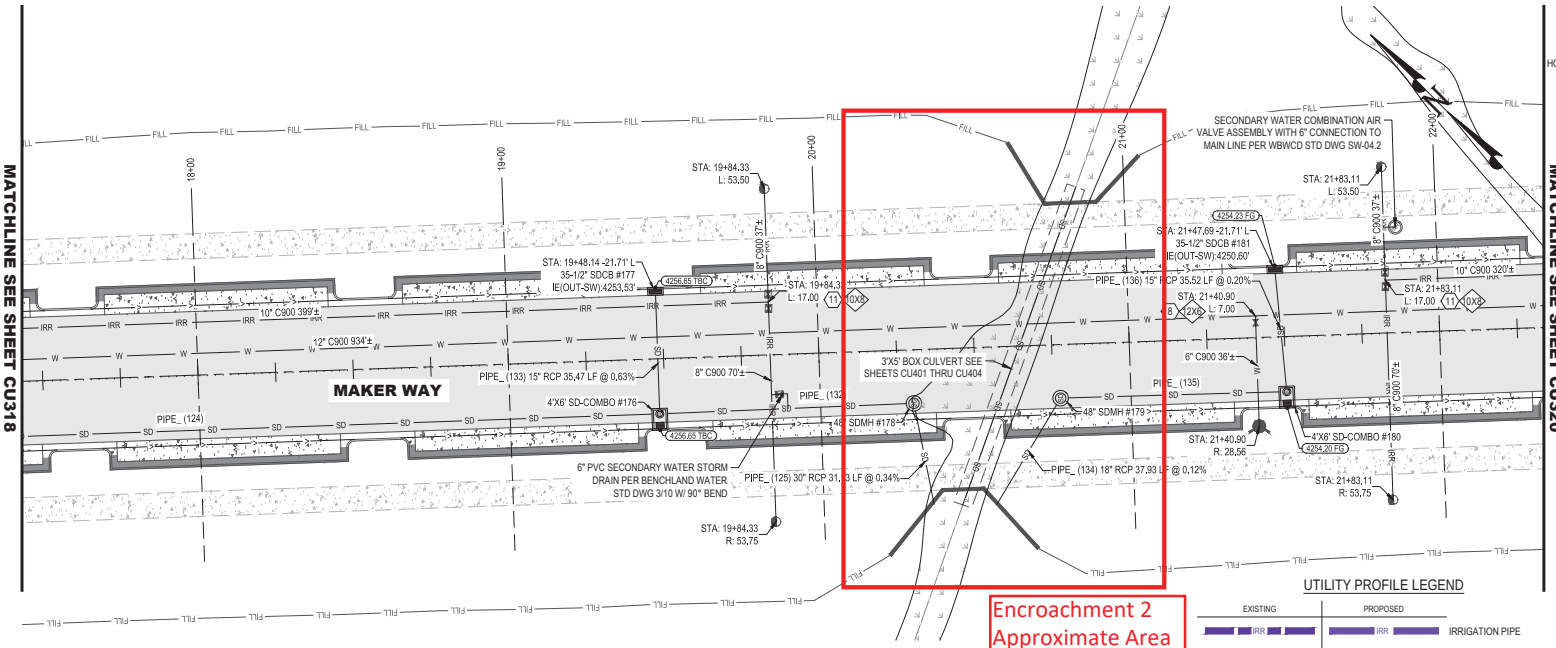
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FARMINGTON CITY
NORTH FARMINGTON STATION BUSINESS PARK
KEY SHEET SOUTH

FUTURE SHEPARD LANE INTERCHANGE TO PARK LANE
FARMINGTON, UTAH 84025

95%
PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NUMBER: 2019-0217
SHEET: 13 OF: 123
SHEET NUMBER: CP102



PLAN VIEW SCALE 0 20' 40'

PROFILE VIEW SCALE
HORIZONTAL: 0 20' 40'
VERTICAL: 0 5' 10'



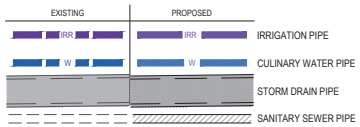
UTILITY PLAN LEGEND

EXISTING	PROPOSED	
		SANITARY SEWER MANHOLE PER CDSD STD DTL 201 & 202
		STORM DRAIN MANHOLE PER FARMINGTON STD PLAN NO 341 SP
		FIRE HYDRANT ASSEMBLY PER FARMINGTON STD PLAN NO 511 SP
		CULINARY / SECONDARY WATER VALVE PER FARMINGTON STD PLAN 570 SP
		BLOWOFF ASSEMBLY PER DETAIL 2/CU501
		35 - 1/2" STORM DRAIN CATCH BASIN PER FARMINGTON STD PLAN NO 308
		4' X 6' COMBINATION CLEANOUT BOX PER FARMINGTON STD PLAN NO 316
SS	SS	SDR-35 (C-900 IF DEEPER THAN 12') SANITARY SEWER PIPE PER CDSD STD DTL 101 & 102
SD	SD	RCP STORM DRAIN PIPE PER FARMINGTON STD PLAN NO 380 SP
IRR	IRR	C900 DR-18 SECONDARY WATERLINE PIPE PER DETAIL 1/CU501
W	W	C900 DR-14 CULINARY WATER LINE PER FARMINGTON STD PLAN NO 565 SP
OP		OVERHEAD POWER
UP	UP	UNDERGROUND POWER
G		GAS LINE
		ROW LINE
		EASEMENT

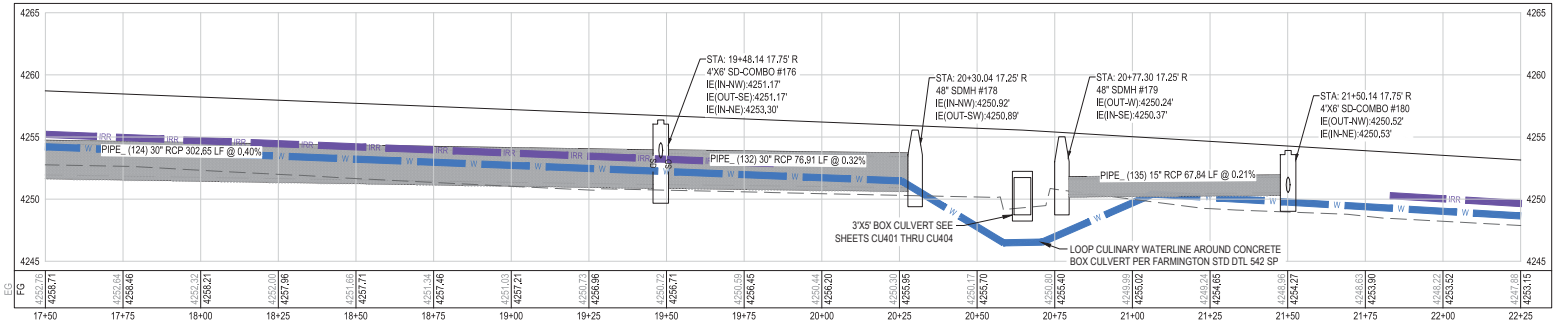
UTILITY PLAN KEYED NOTES

1. INDICATES: PIPE SIZE; OR PIPE SLOPE; OR BRANCH SIZE FOR CROSS / TEE; OR BEND ANGLE (EX: 4", 6"; OR 2%, 1%; OR 8X8, 8X10, 8X12, 12X12; OR 11.25°, 22.5°, 45°, 90°)
1. OLD CASTLE CONCRETE FLARED END SECTION WITH TRASH GUARD
2. REPLACE EXISTING UTILITY STRUCTURE (SEE PLAN VIEW FOR MORE INFORMATION)
3. RAISE / LOWER EXISTING UTILITY STRUCTURE TO FINISH GRADE
4. SDR-35 SANITARY SEWER LATERAL PER CDSD STD DTL 207 W/ STUB 5' PAST SIDEWALK (SEE PLAN FOR LATERAL SIZE & SLOPE)
5. STUB & CAP SEWER LATERAL PER CDSD STANDARDS AND SPECIFICATIONS
6. CULINARY WATERLINE BEND WITH THRUST BLOCK PER FARMINGTON STD PLAN NO 561 SP (SEE PLAN FOR SIZE & ANGLE)
7. CULINARY WATERLINE CROSS WITH THRUST BLOCK PER FARMINGTON STD PLAN NO 561 SP (SEE PLAN FOR CROSS & PIPE SIZES) - USE REDUCERS ON BRANCH AS REQ'D
8. CULINARY WATERLINE TEE WITH THRUST BLOCK PER FARMINGTON STD PLAN NO 561 SP (SEE PLAN FOR TEE & PIPE SIZES) - USE REDUCERS ON BRANCH AS REQ'D
9. SECONDARY WATERLINE BEND WITH THRUST BLOCK PER FARMINGTON STD PLAN NO 561 SP (SEE PLAN FOR SIZE & ANGLE)
10. SECONDARY WATERLINE CROSS WITH THRUST BLOCK PER FARMINGTON STD PLAN NO 561 SP (SEE PLAN FOR CROSS & PIPE SIZES) - USE REDUCERS AS REQ'D
11. SECONDARY WATERLINE TEE WITH THRUST BLOCK PER FARMINGTON STD PLAN NO 561 SP (SEE PLAN FOR TEE & PIPE SIZES) - USE REDUCERS ON BRANCH AS REQ'D
12. BEGIN / END WATERLINE CURVE (MIN ALLOWABLE RAD:: 12"=315', 10"=265', 8"=215')
13. 3 - 4" GRAY PVC CONDUIT 6' APART W/ 2' OF COVER & TRACER WIRE OVER CENTER CONDUIT

UTILITY PROFILE LEGEND



MAKER WAY PROFILE



SHEET NOTES

1. ENGINEER HAS MADE AN EXTENSIVE EFFORT TO LOCATE ALL EXISTING UTILITY LINES FROM RECORDS PROVIDED BY OTHERS AND EVIDENCE IN THE FIELD. CONTRACTOR TO VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO COMMENCING WORK.
2. COORDINATE WITH DOMINION ENERGY FOR GAS UTILITY DEMOLITION, DESIGN, AND INFORMATION, SEE DOMINION GENERAL NOTES G003
3. COORDINATE WITH ROCKY MOUNTAIN POWER FOR POWER DEMOLITION, RELOCATION, DESIGN, AND INFORMATION
4. ALL STORM DRAIN UTILITY STRUCTURES (MANHOLES, CATCH BASINS, & COMBO BOXES) TO HAVE A 1.0' SUMP UNLESS OTHERWISE NOTED
5. MARK ALL LATERAL LOCATIONS WITH ENGRAVING IN CURB AND FLAG MARKER AT LATERAL STUB PER FARMINGTON STD PLAN NO 207 SP
6. LOOP WATERLINE AROUND GRAVITY UTILITY PER FARMINGTON STD DTL 542 SP TYPICAL AT ALL SECONDARY & CULINARY WATERLINE VERTICAL CONFLICTS. MINIMUM DEPTH FOR CULINARY WATER = 48". MINIMUM DEPTH FOR SECONDARY WATER = 36". UNLESS APPROVED BY FARMINGTON CITY OR SECONDARY WATER DISTRICT
7. PROTECT IN PLACE ALL EXISTING UTILITIES UNLESS OTHERWISE NOTED
8. ALL SEWER CONSTRUCTION BE INSTALLED PER CENTRAL DAVIS SEWER DISTRICT (CDSD) STANDARDS & SPECIFICATIONS

RECORD OF REVISIONS

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PRINCIPAL: J. BALE, P.E.
PROJECT MANAGER: G. NELSON, P.E.
CHECKED BY: D. CROMAR, P.E.
DRAWN BY: K. FOSTER
DRAWING SCALE: 1" = 20'
ISSUED DATE: JANUARY 2022

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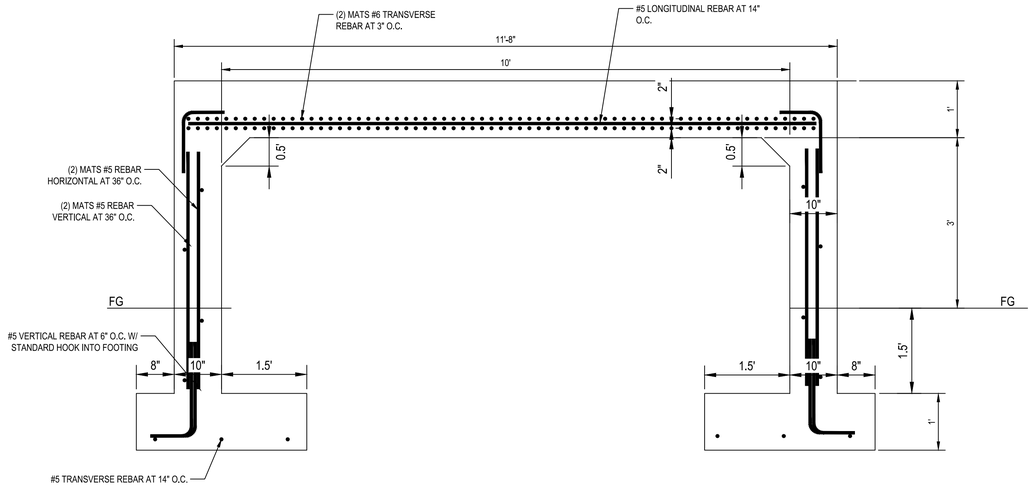
FARMINGTON CITY
NORTH FARMINGTON STATION BUSINESS PARK
UTILITY PLAN & PROFILE
STA: 17+50 - STA: 22+25
MAKER WAY

FUTURE SHEPARD LANE INTERCHANGE TO PARK LANE — FARMINGTON, UTAH 84025

95% PRELIMINARY
NOT FOR CONSTRUCTION

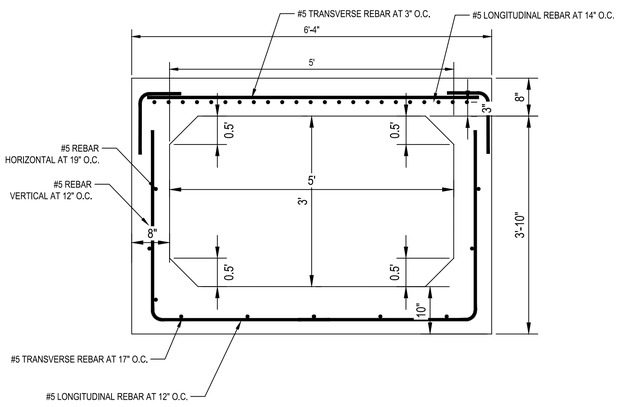
PROJECT NUMBER: 2019-0217
SHEET: 75 OF 123
SHEET NUMBER: CU319

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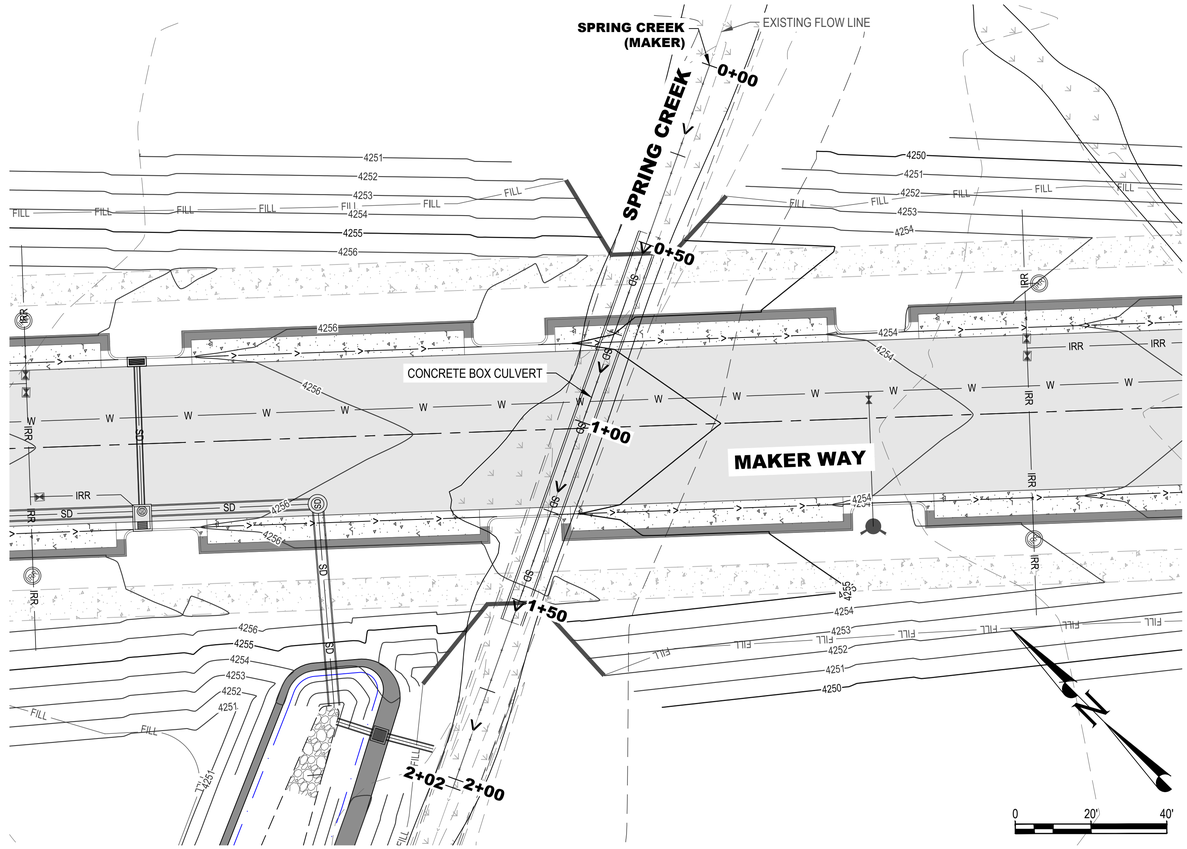


1 CU402 **3' X 10' OPEN BOTTOM CULVERT TYPICAL**
SCALE: 3/4"=1'-0"

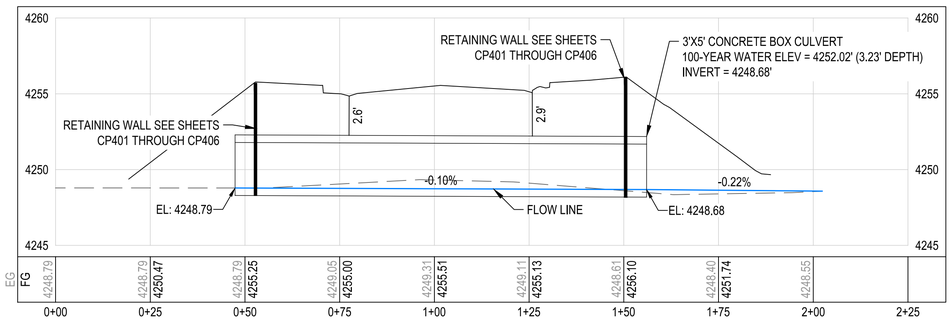
FOOTINGS ARE TO BE PLACED ON UNDISTURBED NATURAL SOIL, OR ON ENGINEERED FILL COMPACTED TO 95% MAX. DRY DENSITY (ASTM D1557)



2 CU402 **3' X 5' CULVERT TYPICAL**
SCALE: 3/4"=1'-0"



SPRING CREEK (MAKER) PROFILE



File Path:P:\2019-0217 Farmington-Farmington Station Business Park\Drawings\SHEETS\CU300 Utility Plan and Profiles\CU400 BOX CULVERTS.dwg Jul 21, 2022 - 1:39pm

RECORD OF REVISIONS

0 1 2

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CHECKED BY: D. CROMAR, P.E.
DRAWN BY: K. FOSTER
DRAWING SCALE: 1" = 20'
ISSUE DATE: JUNE 8, 2022

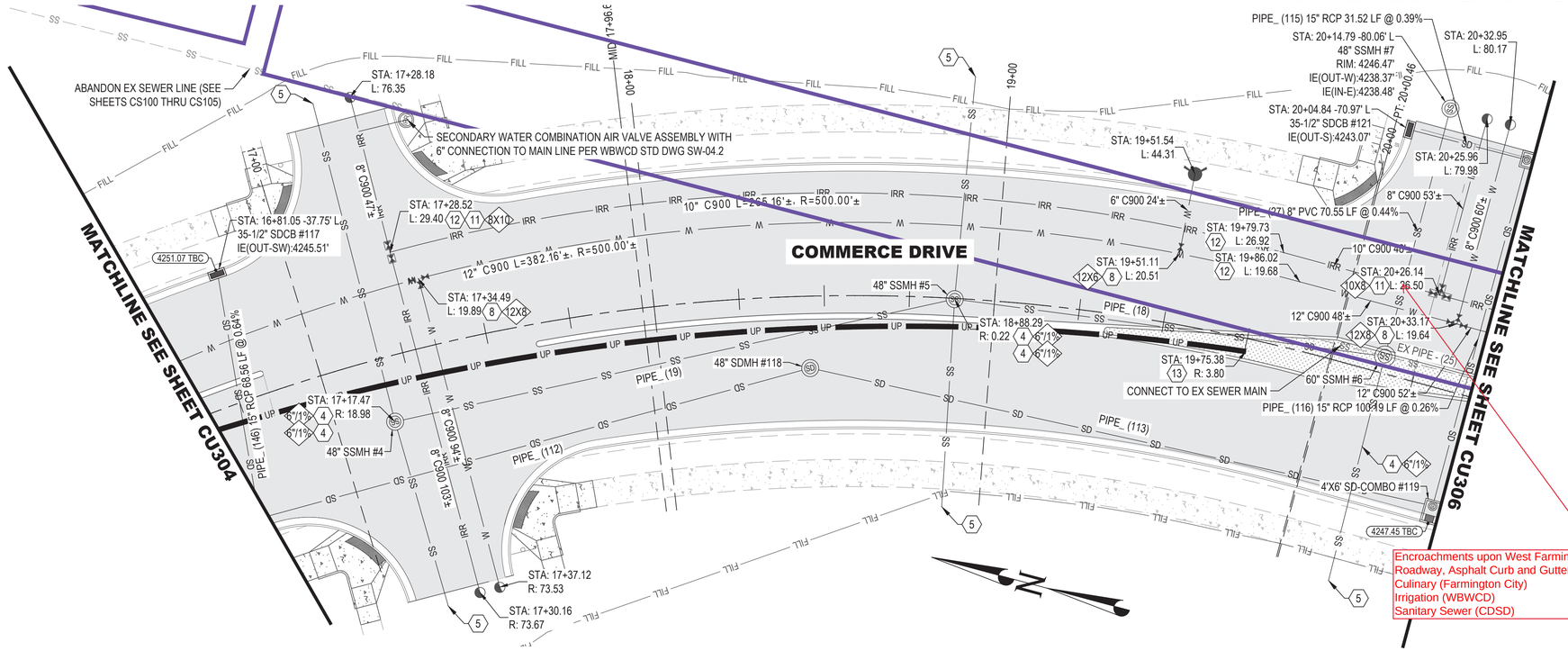
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FARMINGTON CITY
NORTH FARMINGTON STATION BUSINESS PARK
BOX CULVERT PLAN & PROFILE
SPRING CREEK & MAKER WAY
ONE (1) BOX CULVERT

FUTURE SHEPARD LANE INTERCHANGE TO PARK LANE — FARMINGTON, UTAH 84025

LICENSED PROFESSIONAL ENGINEER #5339686-2203 GREGORY MICHAEL NELSON 06-08-22 STATE OF UTAH

PROJECT NUMBER: 2019-0217
SHEET: 101 OF: 124
SHEET NUMBER: CU402



PLAN VIEW SCALE
0 20' 40'

PROFILE VIEW SCALE
HORIZONTAL: 0 20' 40'
VERTICAL: 0 5' 10'



UTILITY PLAN LEGEND

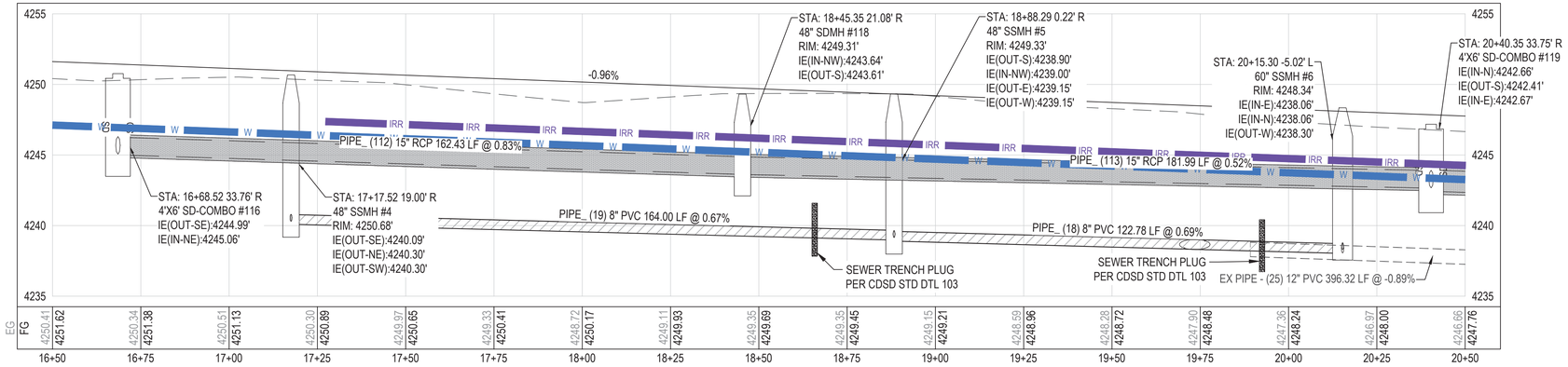
EXISTING	PROPOSED	
(SS)	(SS)	SANITARY SEWER MANHOLE PER CDSD STD DTL 201 & 202
(SD)	(SD)	STORM DRAIN MANHOLE PER FARMINGTON STD PLAN NO 341 SP
		FIRE HYDRANT ASSEMBLY PER FARMINGTON STD PLAN NO 511 SP
		CULINARY / SECONDARY WATER VALVE PER FARMINGTON STD PLAN 570 SP
		BLOWOFF ASSEMBLY PER DETAIL 2/CU501
		35 - 1/2" STORM DRAIN CATCH BASIN PER FARMINGTON STD PLAN NO 308
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SS	SS	SDR-35 (C-900 IF DEEPER THAN 12') SANITARY SEWER PIPE PER CDSD STD DTL 101 & 102
SD	SD	RCP STORM DRAIN PIPE PER FARMINGTON STD PLAN NO 380 SP
IRR	IRR	C900 DR-18 SECONDARY WATERLINE PIPE PER DETAIL 1/CU501
W	W	C900 DR-14 CULINARY WATER LINE PER FARMINGTON STD PLAN NO 565 SP
OP		OVERHEAD POWER
UP	UP	UNDERGROUND POWER
G		GAS LINE
		ROW LINE
		EASEMENT

UTILITY PLAN KEYED NOTES

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1. OLD CASTLE CONCRETE FLARED END SECTION WITH TRASH GUARD
2. REPLACE EXISTING UTILITY STRUCTURE (SEE PLAN VIEW FOR MORE INFORMATION)
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13. 3 - 4" GRAY PVC CONDUIT 6' APART W/ 2' OF COVER & TRACER WIRE OVER CENTER CONDUIT

COMMERCE DRIVE PROFILE



UTILITY PROFILE LEGEND

EXISTING	PROPOSED	
IRR	IRR	IRRIGATION PIPE
W	W	CULINARY WATER PIPE
		STORM DRAIN PIPE
		SANITARY SEWER PIPE

US BOR EASEMENT

SHEET NOTES

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7. PROTECT IN PLACE ALL EXISTING UTILITIES UNLESS OTHERWISE NOTED
8. ALL SEWER CONSTRUCTION BE INSTALLED PER CENTRAL DAVIS SEWER DISTRICT (CDSD) STANDARDS & SPECIFICATIONS

RECORD OF REVISIONS

0 1 2

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PROJECT MANAGER: G. NELSON, P.E.
CHECKED BY: D. CROMAR, P.E.
DRAWN BY: K. FOSTER
DRAWING SCALE: 1" = 20'
ISSUE DATE: JANUARY 2022

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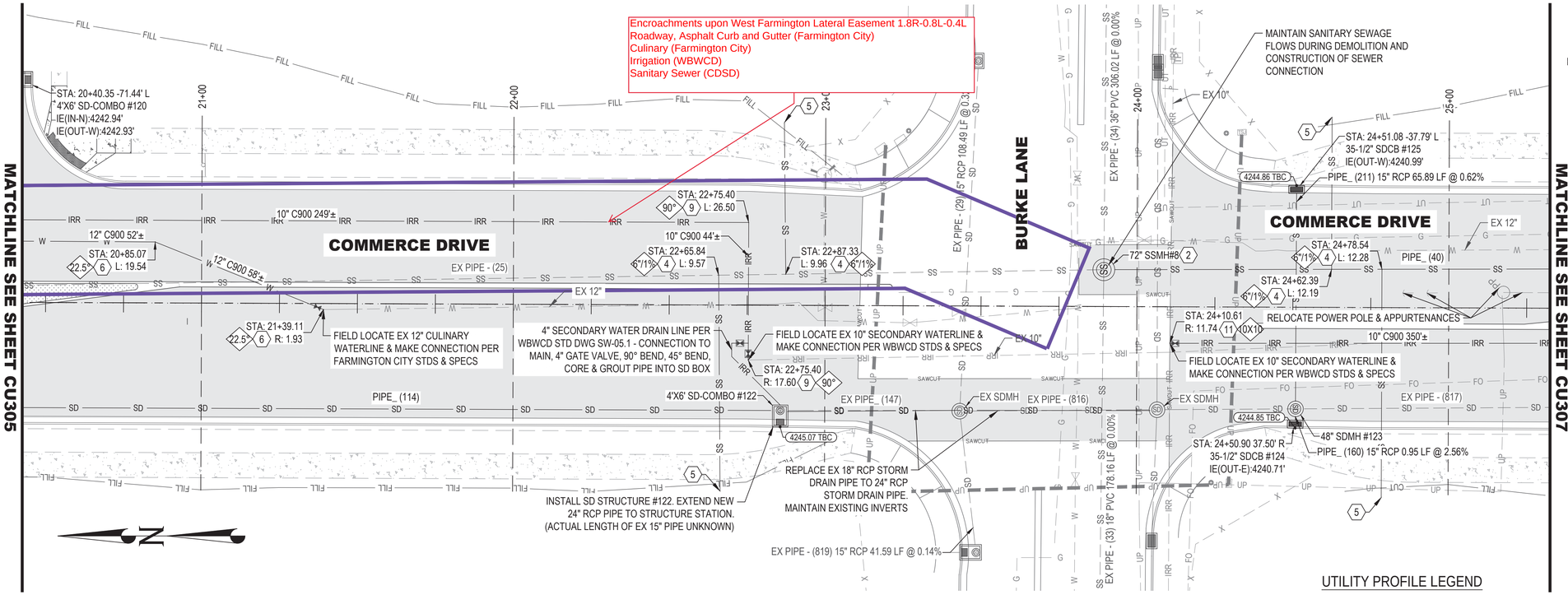
FARMINGTON CITY
NORTH FARMINGTON STATION BUSINESS PARK
UTILITY PLAN & PROFILE
STA: 16+50 - STA: 20+50
COMMERCE DRIVE

FUTURE SHEPARD LANE INTERCHANGE TO PARK LANE
FARMINGTON, UTAH 84025

95% PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NUMBER: 2019-0217
SHEET: 61 OF: 123
SHEET NUMBER: CU305

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PLAN VIEW SCALE 0 20' 40'

PROFILE VIEW SCALE
HORIZONTAL: 0 20' 40'
VERTICAL: 0 5' 10'



UTILITY PLAN LEGEND

EXISTING	PROPOSED	
(SS)	(SS)	SANITARY SEWER MANHOLE PER CDSD STD DTL 201 & 202
(SD)	(SD)	STORM DRAIN MANHOLE PER FARMINGTON STD PLAN NO 341 SP
		FIRE HYDRANT ASSEMBLY PER FARMINGTON STD PLAN NO 511 SP
		CULINARY / SECONDARY WATER VALVE PER FARMINGTON STD PLAN 570 SP
		BLOWOFF ASSEMBLY PER DETAIL 2/CU501
		35 - 1/2" STORM DRAIN CATCH BASIN PER FARMINGTON STD PLAN NO 308
		4' X 6' COMBINATION CLEANOUT BOX PER FARMINGTON STD PLAN NO 316
SS	SS	SDR-35 (C-900 IF DEEPER THAN 12') SANITARY SEWER PIPE PER CDSD STD DTL 101 & 102
SD	SD	RCP STORM DRAIN PIPE PER FARMINGTON STD PLAN NO 380 SP
IRR	IRR	C900 DR-18 SECONDARY WATERLINE PIPE PER DETAIL 1/CU501
W	W	C900 DR-14 CULINARY WATER LINE PER FARMINGTON STD PLAN NO 565 SP
OP		OVERHEAD POWER
UP	UP	UNDERGROUND POWER
G		GAS LINE
		ROW LINE
		EASEMENT

UTILITY PLAN KEYED NOTES

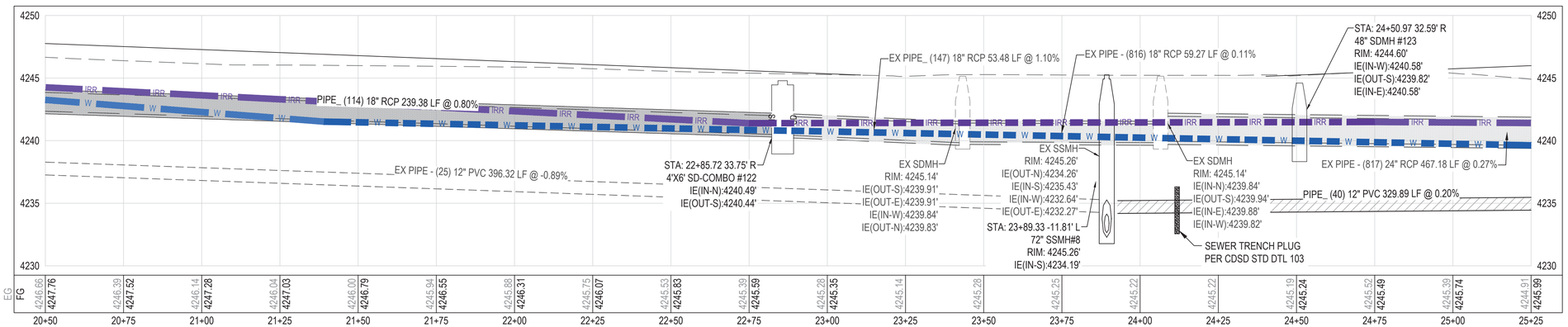
1. INDICATES: PIPE SIZE; OR PIPE SLOPE; OR BRANCH SIZE FOR CROSS / TEE; OR BEND ANGLE (EX: 4", 6"; OR 2%, 1%; OR 8X8, 8X10, 8X12, 12X12; OR 11.25°, 22.5°, 45°, 90°)
2. OLD CASTLE CONCRETE FLARED END SECTION WITH TRASH GUARD
3. REPLACE EXISTING UTILITY STRUCTURE (SEE PLAN VIEW FOR MORE INFORMATION)
4. RAISE / LOWER EXISTING UTILITY STRUCTURE TO FINISH GRADE
5. SDR-35 SANITARY SEWER LATERAL PER CDSD STD DTL 207 W/ STUB 5' PAST SIDEWALK (SEE PLAN FOR LATERAL SIZE & SLOPE)
6. STUB & CAP SEWER LATERAL PER CDSD STANDARDS AND SPECIFICATIONS
7. CULINARY WATERLINE BEND WITH THRUST BLOCK PER FARMINGTON STD PLAN NO 561 SP (SEE PLAN FOR SIZE & ANGLE)
8. CULINARY WATERLINE CROSS WITH THRUST BLOCK PER FARMINGTON STD PLAN NO 561 SP (SEE PLAN FOR CROSS & PIPE SIZES) - USE REDUCERS ON BRANCH AS REQ'D
9. CULINARY WATERLINE TEE WITH THRUST BLOCK PER FARMINGTON STD PLAN NO 561 SP (SEE PLAN FOR TEE & PIPE SIZES) - USE REDUCERS ON BRANCH AS REQ'D
10. SECONDARY WATERLINE BEND WITH THRUST BLOCK PER FARMINGTON STD PLAN NO 561 SP (SEE PLAN FOR SIZE & ANGLE)
11. SECONDARY WATERLINE CROSS WITH THRUST BLOCK PER FARMINGTON STD PLAN NO 561 SP (SEE PLAN FOR CROSS & PIPE SIZES) - USE REDUCERS AS REQ'D
12. SECONDARY WATERLINE TEE WITH THRUST BLOCK PER FARMINGTON STD PLAN NO 561 SP (SEE PLAN FOR TEE & PIPE SIZES) - USE REDUCERS ON BRANCH AS REQ'D
13. BEGIN / END WATERLINE CURVE (MIN ALLOWABLE RADII: 12"=315', 10"=265', 8"=215')
14. 3 - 4" GRAY PVC CONDUIT 6' APART W/ 2' OF COVER & TRACER WIRE OVER CENTER CONDUIT

US BOR EASEMENT

UTILITY PROFILE LEGEND

EXISTING	PROPOSED	
IRR	IRR	IRRIGATION PIPE
W	W	CULINARY WATER PIPE
		STORM DRAIN PIPE
		SANITARY SEWER PIPE

COMMERCE DRIVE PROFILE



SHEET NOTES

1. ENGINEER HAS MADE AN EXTENSIVE EFFORT TO LOCATE ALL EXISTING UTILITY LINES FROM RECORDS PROVIDED BY OTHERS AND EVIDENCE IN THE FIELD. CONTRACTOR TO VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO COMMENCING WORK.
2. COORDINATE WITH DOMINION ENERGY FOR GAS UTILITY DEMOLITION, DESIGN, AND INFORMATION, SEE DOMINION GENERAL NOTES G003
3. COORDINATE WITH ROCKY MOUNTAIN POWER FOR POWER DEMOLITION, RELOCATION, DESIGN, AND INFORMATION
4. ALL STORM DRAIN UTILITY STRUCTURES (MANHOLES, CATCH BASINS, & COMBO BOXES) TO HAVE A 1.0' SUMP UNLESS OTHERWISE NOTED
5. MARK ALL LATERAL LOCATIONS WITH ENGRAVING IN CURB AND FLAG MARKER AT LATERAL STUB PER FARMINGTON STD PLAN NO 207 SP
6. LOOP WATERLINE AROUND GRAVITY UTILITY PER FARMINGTON STD DTL 542 SP TYPICAL AT ALL SECONDARY & CULINARY WATERLINE VERTICAL CONFLICTS. MINIMUM DEPTH FOR CULINARY WATER = 48". MINIMUM DEPTH FOR SECONDARY WATER = 36". UNLESS APPROVED BY FARMINGTON CITY OR SECONDARY WATER DISTRICT
7. PROTECT IN PLACE ALL EXISTING UTILITIES UNLESS OTHERWISE NOTED
8. ALL SEWER CONSTRUCTION BE INSTALLED PER CENTRAL DAVIS SEWER DISTRICT (CDSD) STANDARDS & SPECIFICATIONS

RECORD OF REVISIONS

0 1 2

IF THE ABOVE SCALE BAR DOES NOT MEASURE 1-INCH IN LENGTH, DO NOT USE THIS DRAWING FOR SCALING PURPOSES. DIMENSIONS AND MEASUREMENTS SPECIFIED IN THE DRAWING TAKE PRECEDENCE TO SCALED MEASUREMENTS.

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PRINCIPAL: J. BALE, P.E.
PROJECT MANAGER: G. NELSON, P.E.
CHECKED BY: D. CROMAR, P.E.
DRAWN BY: K. FOSTER
DRAWING SCALE: 1" = 20'
ISSUE DATE: JANUARY 2022

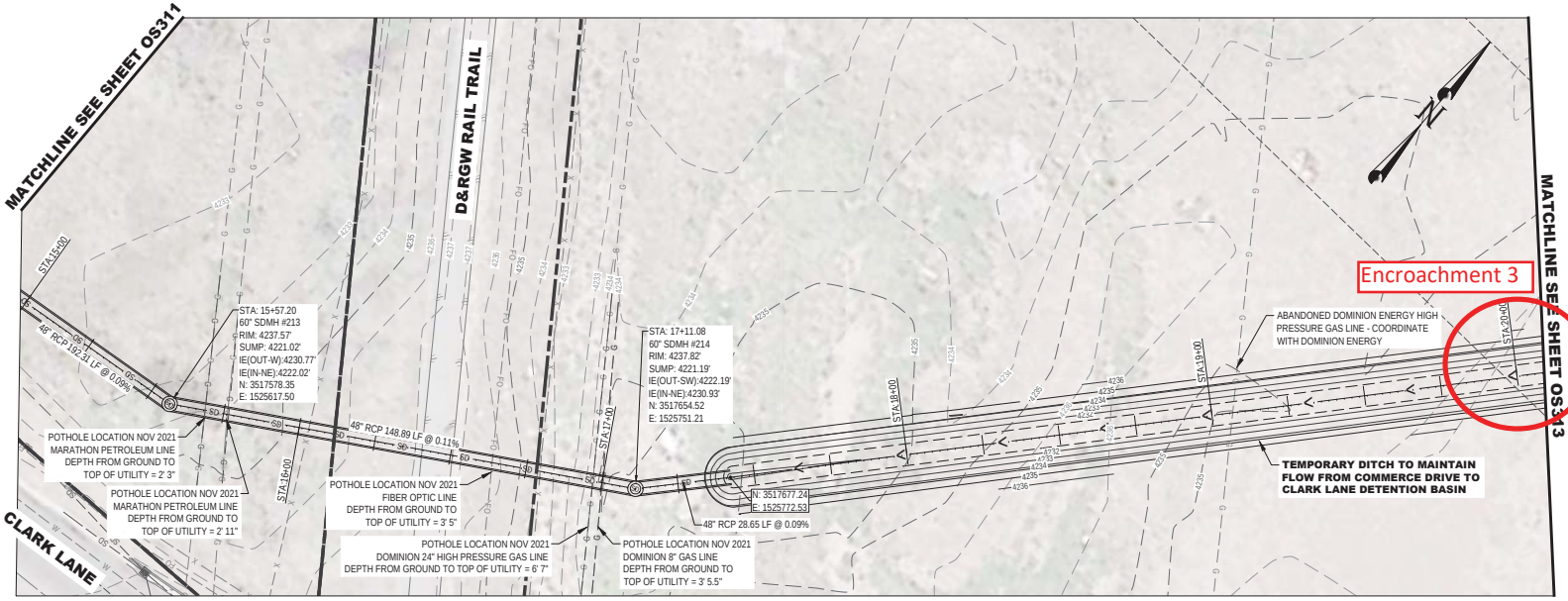
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FARMINGTON CITY
NORTH FARMINGTON STATION BUSINESS PARK
UTILITY PLAN & PROFILE
STA: 20+50 - STA: 25+25
COMMERCE DRIVE
FUTURE SHEPARD LANE INTERCHANGE TO PARK LANE
FARMINGTON, UTAH 84025

95%
PRELIMINARY
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PROJECT NUMBER: 2019-0217
SHEET: 62 OF: 123
SHEET NUMBER: CU306

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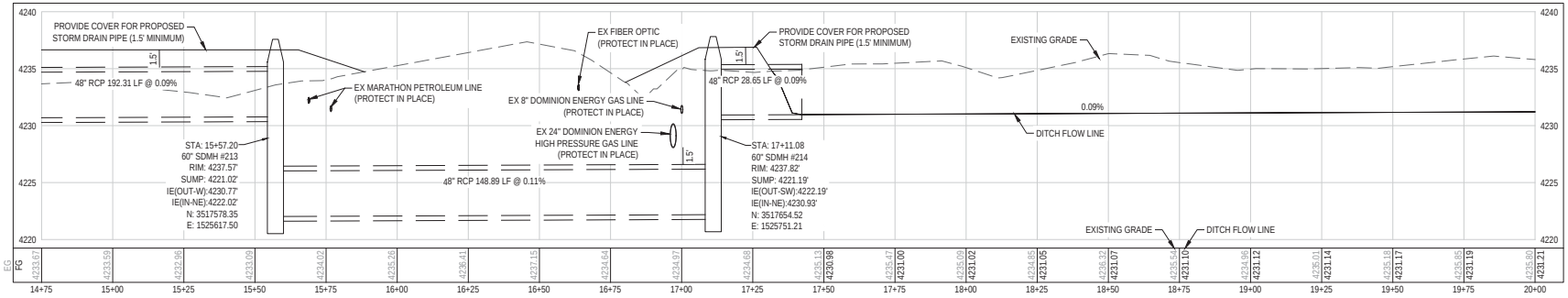
PLAN VIEW SCALE
0 20' 40'

PROFILE VIEW SCALE
HORIZONTAL: 0 20' 40'
VERTICAL: 0 5 10'

UTILITY PLAN LEGEND

EXISTING	PROPOSED	
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		STORM DRAIN MANHOLE PER FARMINGTON STD PLAN NO 341 SP
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SS	SS	SDR-35 (C-900 IF DEEPER THAN 12') SANITARY SEWER PIPE PER CDSD STD DTL 101 & 102
SD	SD	RCP STORM DRAIN PIPE PER FARMINGTON STD PLAN NO 380 SP
IRR	IRR	SECONDARY WATERLINE PIPE PER DETAIL 1/CU501
W	W	CULINARY WATER LINE PER FARMINGTON STD PLAN NO 565 SP
OP		OVERHEAD POWER
UP	UP	UNDERGROUND POWER
G		GAS LINE
		ROW LINE
		EASEMENT

SOUTH STORM DRAIN DITCH PROFILE



SHEET NOTES

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7. PROTECT IN PLACE ALL EXISTING UTILITIES UNLESS OTHERWISE NOTED

APPROVED

UTILITY PROFILE LEGEND

EXISTING	PROPOSED	
IRR	IRR	IRRIGATION PIPE
W	W	CULINARY WATER PIPE
		STORM DRAIN PIPE
		SANITARY SEWER PIPE

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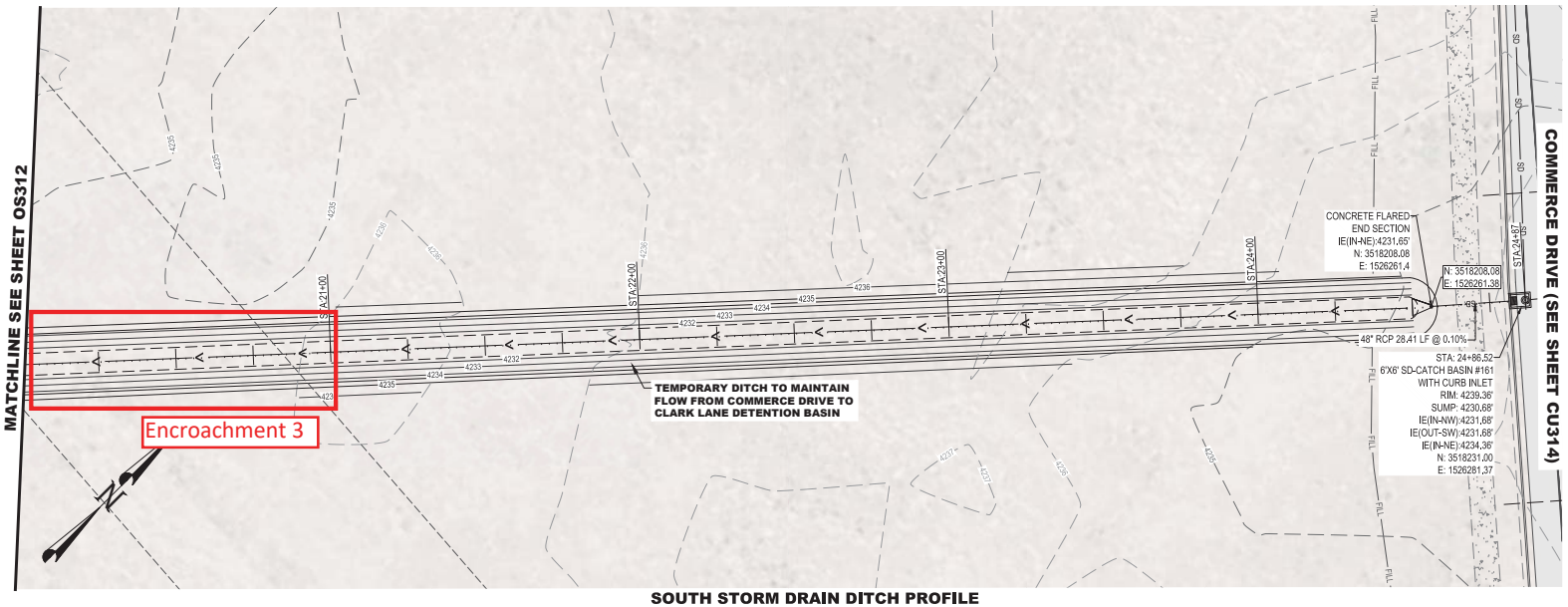
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FARMINGTON CITY
NORTH FARMINGTON STATION BUSINESS PARK
OFFSITE UTILITY PLAN & PROFILE
STA: 14+75 TO STA: 20+00
OFFSITE SOUTH STORM DRAIN
FUTURE SHEPARD LANE INTERCHANGE TO PARK LANE
FARMINGTON, UTAH 84025

95% PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NUMBER: 2019-0217
SHEET: 98
OF: 123
SHEET NUMBER: OS312

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Mar 18, 2022 - 9:48am



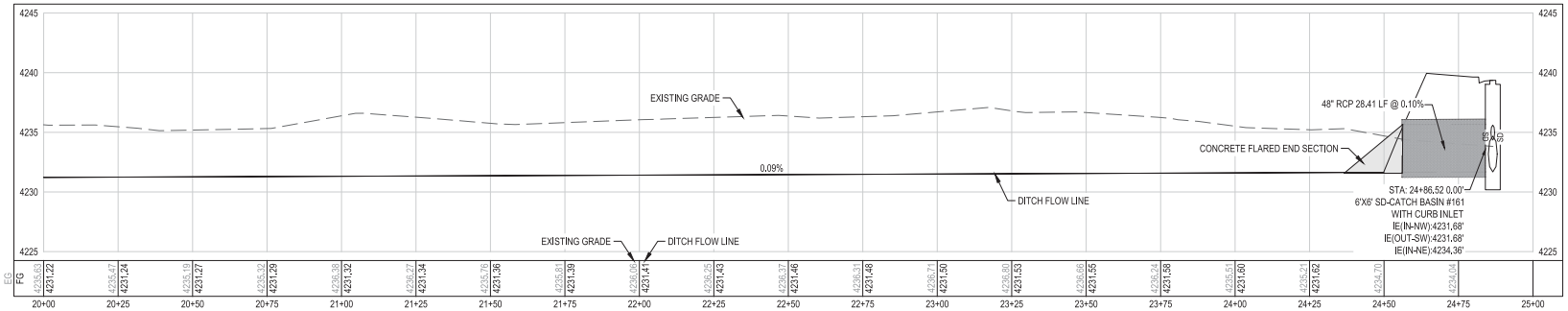
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0 20' 40'

PROFILE VIEW SCALE
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SOUTH STORM DRAIN DITCH PROFILE



UTILITY PROFILE LEGEND

EXISTING	PROPOSED	
IRR	IRR	IRRIGATION PIPE
W	W	CULINARY WATER PIPE
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DRAWN BY: K. FOSTER
DRAWING SCALE: 1" = 20'
ISSUED DATE: JANUARY 2022

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FARMINGTON CITY
NORTH FARMINGTON STATION BUSINESS PARK
OFFSITE UTILITY PLAN & PROFILE
STA: 20+00 TO STA: 25+00
OFFSITE SOUTH STORM DRAIN

FUTURE SHEPARD LANE INTERCHANGE TO PARK LANE — FARMINGTON, UTAH 84025

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PROJECT NUMBER: 2019-0217
SHEET: 99 OF: 123
SHEET NUMBER: OS313

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FARMINGTON CITY

Historic Beginnings • 1847

Brett Anderson
Mayor

Roger Child
Scott Isaacson
Melissa Layton
Alex Leeman
Amy Shumway
City Council

Brigham Mellor
City Manager

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: October 18, 2022

SUBJECT: **CONSIDER APPROVAL OF AN ENCROACHMENT AGREEMENT WITH THE BUREAU OF RECLAMATION (BOR) AND UDOT TO ALLOW THE CITY TO INSTALL THE PARK LANE PEDESTRIAN BRIDGE OVER THE BOR EASEMENT.**

RECOMMENDATION

Approve the encroachment agreement with the Bureau of Reclamation and UDOT that allows UDOT to install the Park Lane pedestrian bridge and authorize Chad Boshell to electronically sign the agreement.

BACKGROUND

As part of the Park Lane Pedestrian Bridge Project portions one of the bridge segments crosses over an existing BOR easement. These improvements need an agreement with the BOR to complete the work. Any fees associated with the agreement and will be paid by UDOT.

Staff recommends approving this agreement with the BOR for the various work to be done in the easements.

SUPPLEMENTAL INFORMATION

1. Agreement

Respectively Submitted

Chad Boshell, P.E.
Assistant City Manager

Reviewed and Concur

Brigham Mellor
City Manager

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WEST FARMINGTON 1.8R LATERAL
WEBER BASIN PROJECT

EASEMENT ENCROACHMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND UTAH DEPARTMENT OF TRANSPORTATION AND FARMINGTON CITY

This Easement Encroachment Agreement made this ___ day of _____ 20___, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, among the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the United States and UTAH DEPARTMENT OF TRANSPORTATION hereinafter referred to as UDOT and FARMINGTON CITY, hereinafter referred to as the City.

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of certain easements recorded in the official records of Davis County, State of Utah, hereinafter referred to as the Easement of the United States; and

WHEREAS, the City has requested permission of the Landowner to cross the Landowner's property in such a manner as to encroach upon the Easement of the United States in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to said encroachment, upon conditions more particularly specified hereinafter;

NOW, THEREFORE, the United States hereby agrees to encroachment upon the Easement of the United States by UDOT and the City only to the extent and for the purposes set forth below:

UDOT will construct a pedestrian overpass bridge (bridge) and maintain the super-structure and the sub-structure. The City will be responsible for snow removal, lighting and fencing maintenance under a separate agreement between UDOT and the City.

UDOT will install the pedestrian overpass bridge, crossing above the West Farmington Lateral 1.8R and its protective easement. This bridge will provide safe access for pedestrians in the area to cross the railroad tracks. Bridge piles and abutments will be outside of the Bureau of

Reclamation (BOR) easement. The bridge will cross the 18-inch C-900 PVC, West Farmington Lateral 1.8R at its pipeline Station 5+90, near 800 West park Lane in Farmington, Utah. The bridge will be constructed of concrete and will clear the finished grade 27.5-feet.

The pipeline is protected by West Farmington Lateral 1.8R Easement Tract 13 (Fleet), the location of which is in the S½ of the SW ¼ of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian.

UDOT will construct and own the pedestrian overpass bridge and maintain the super-and sub-structures. The City will be responsible for snow removal, lighting and fencing maintenance under a separate agreement between UDOT and the City.

1. The federal agency is the Department of Interior, Bureau of Reclamation, represented by the officer executing this Agreement, his duly appointed successor, or his duly authorized representative.

2. The United States guidelines for agreeing to such encroachment upon the Easement of the United States are:

a. The Licensed encroachments shall not increase the Weber Basin Water Conservancy District's (District) cost to operate and maintain the encroached BOR facilities. If the District, within reason, needs to remove any of the improvements herein licensed in order to effectively operate or maintain (including repairing or replacing) any of the encroached BOR facilities, the District will only be responsible for replacement and repair of the subgrade materials. UDOT and the City will be responsible for replacing their licensed encroachments at no cost to the District.

b. In the event the pipeline gets damaged in any way or begins to leak during construction or within 6-months of construction completion, adjacent to the work, UDOT must take full responsibility of the repair.

c. The allowable period of construction will be at the sole discretion of the District. In no case shall the duration of construction be permitted to hinder or impede the District's ability to operate the BOR facility.

d. UDOT and/or their Contractor shall notify the District no less than 48-hours in advance of the work mentioned in this agreement so that the District can coordinate the necessary protection measures of the West Farmington Lateral 1.8R.

e. Any future operation and maintenance work done by UDOT, the City, or their assigns, pertaining to this crossing inside the easement, must be approved by the District in advance to coordinate necessary protection measures of the West Farrington Lateral 1.8R.

f. UDOT and/or the City, or their Assignees are required to follow and abide by all guidelines and standards outlined in Bureau of Reclamation's "Engineering and O&M Guidelines for Crossings", a copy of which will be provided upon request or maybe acquired from Reclamation's Website at: https://www.usbr.gov/pn/snakeriver/landuse/authorized/crossings.pdfShoring

3. UDOT or its Contractor shall perform all work within the encroachment area in accordance with the plans, drawings, guidelines, and maps attached hereto, and in a manner satisfactory to the United States and the District. (See Exhibit "C", and "D")

4. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

5. ILLEGAL USE: Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

6. TERM OF AGREEMENT – REVOCATION/TERMINATION: This Agreement may be revoked by the United States upon thirty (30) days written notice to UDOT and/or the City: 1. For nonuse of the project lands by Permittee for a period of two (2) continuous years; or, 2. The United States determines that UDOT and/or the City's use of the land is no longer compatible with project purpose; or, 3. After failure of UDOT and/or the City to observe any of the conditions of this Agreement and on the tenth day following service of written notification on UDOT and/or the City of the termination because of failure to observe such conditions; or, 4. At the sole discretion of the United States.

7. HOLD HARMLESS: UDOT and/or the City hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of UDOT and/or the City activities under this agreement.

(a) In consideration of the United States agreeing to encroachment upon the Easement of the United States by the Permittee, the Permittee hereby agrees to indemnify and hold the United States and the District, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the United States or the District from responsibility for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort

Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

(b) In consideration of the United States agreeing to UDOT and/or the City encroaching upon the Easement of the United States, UDOT and/or the City agrees that the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property if damaged by reason of encroachment upon the Easement of the United States by UDOT and/or the City. UDOT and/or the City hereby releases the United States and the District, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the Landowner from the construction, operation, and maintenance of Project works upon said lands, provided that nothing in this Agreement shall be construed as releasing the United States or the District from liability for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

(c) If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the Permittee or its Contractor, the Permittee or its Contractor will promptly pay to the United States or the District, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill.

8. PROTECTION OF UNITED STATES INTERESTS: UDOT and/or the City shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any Federal, state, or local governmental body having jurisdiction over the encroachment.

9. UNRESTRICTED ACCESS: The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever.

10. OFFICIALS NOT TO BENEFIT: No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

11. SUCCESSORS IN INTEREST OBLIGATED: The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign of the Permittee shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment of the Easement of the United States.

12. This agreement makes no finding as to the right, title, or validity of UDOT and/or the City or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

13. In accordance with 43 CFR 429.16 Subpart D, any applicant requesting a right-of-use over Reclamation land has remitted a nonrefundable application fee of One Hundred Dollars ($100). The receipt of this application fee is hereby acknowledged, which amount represents the initial review of your application.

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

UNITED STATES OF AMERICA

Acting for:

By: _____
Name: Kent Kofford
Title: Area Manager, Provo Area Office

PERMITTEE:
UDOT

By: _____
Name:
Title:

PERMITTEE:
FARMINGTON CITY

By: _____
Name:
Title:

CONCUR:
WEBER BASIN WATER CONSERVANCY DISTRICT

By: _____
Name: Scott Paxman
Title: General Manager

EXHIBIT "A"

SPECIAL PROVISIONS

A. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, with no utilities within roadway, non-reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways, fences with gated openings (no footings, foundation, and masonry block walls). However, where United States system pipe has specific maximum and minimum cover designation the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States for the maximum allowable external loading or minimum cover. **HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.**

B. Structures that may not be constructed in, on, or along United States rights-of-way include but are not limited to, permanent structures such as buildings, garages, carports, trailers, and swimming pools as designated by the United States.

C. No trees or vines will be allowed within the rights-of-way of the United States.

D. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.

E. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.

F. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of the District or the United States.

G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.

H. The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.

I. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States upon completion of construction and shall provide the United States

with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.

J. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

K. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

L. All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.

M. The backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

N. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.

O. Owners of encroaching facilities shall notify the United States at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States.

P. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.

Contract No. 22-LM-41-1600

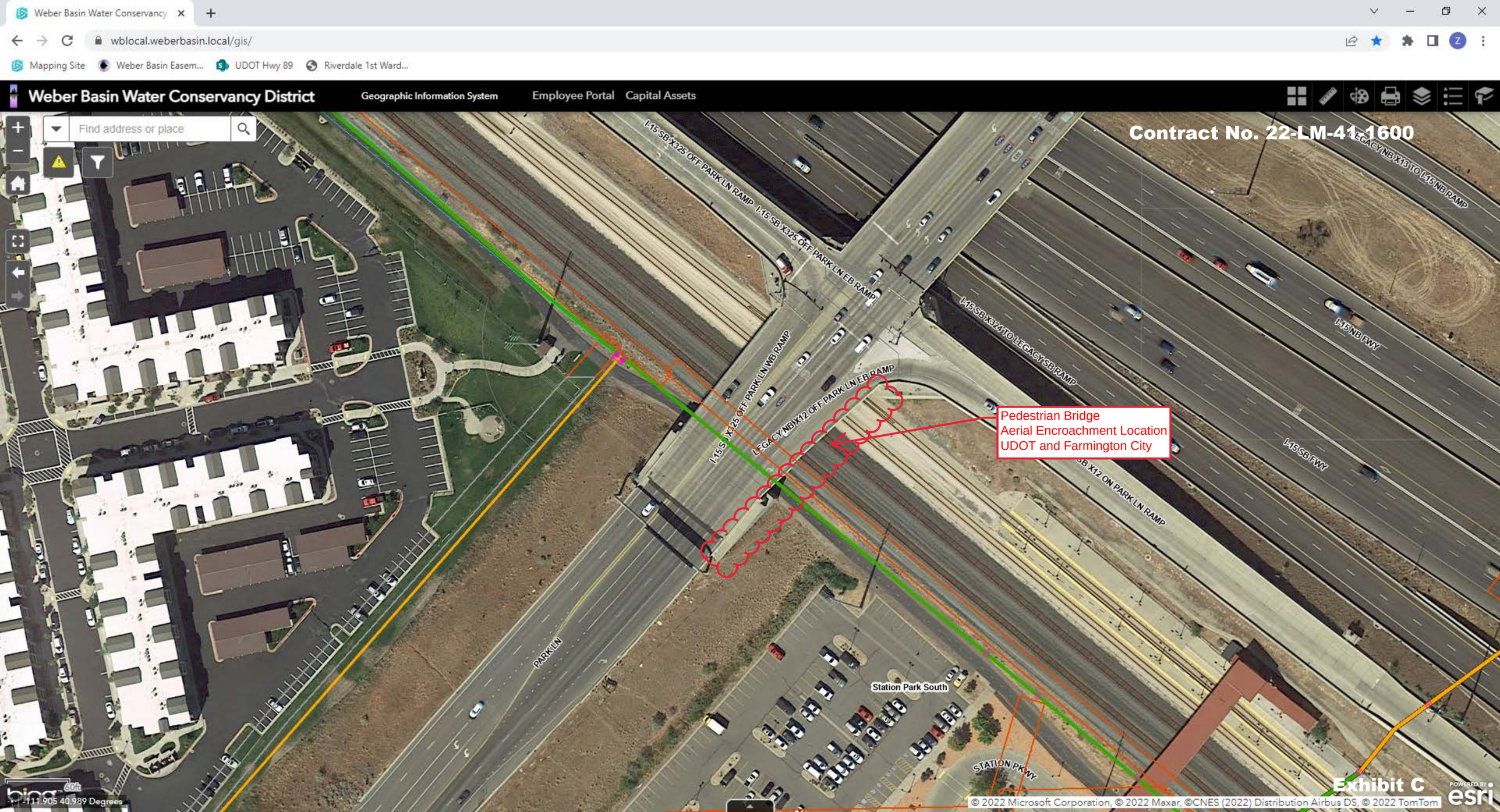
(S½SW ¼) Section 13 • Township 3 North • Range 1 West



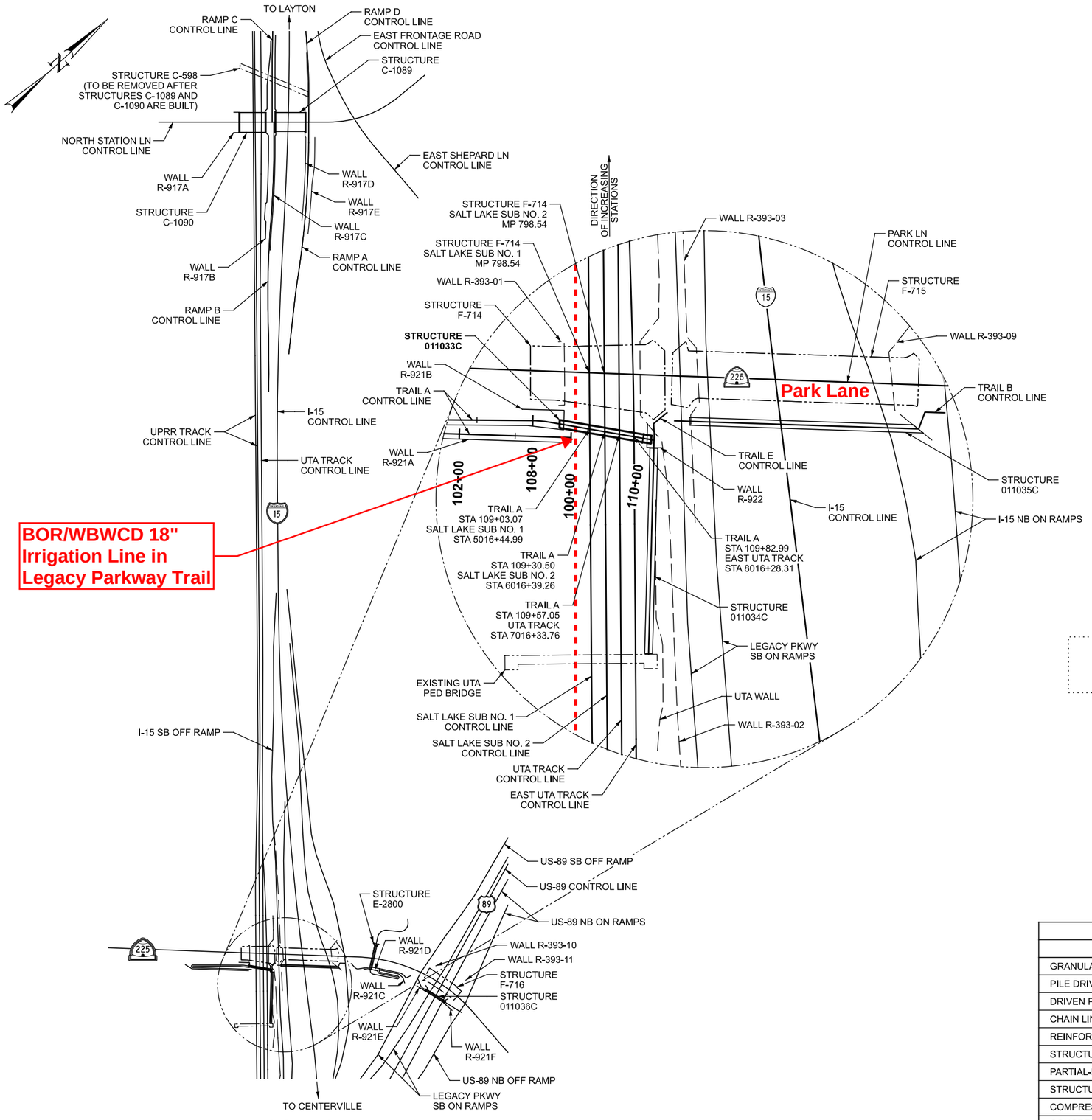
UDOT Pedestrian Bridge
Farmington City Manages

- **Snow Removal**
- **Lighting and Fencing**

Exhibit B


Weber Basin Water Conservancy
wblocal.weberbasin.local/gis/
Mapping Site
Weber Basin Easem...
UDOT Hwy 89
Riverdale 1st Ward...
Weber Basin Water Conservancy District
Geographic Information System
Employee Portal
Capital Assets
Find address or place
Contract No. 22-LM-41.1600
I-15 SB X325 OFF PARK LN RAMP
I-15 SB X325 OFF PARK LN EB RAMP
I-15 SB X325 OFF PARK LN WB RAMP
LEGACY NB X12 OFF PARK LN EB RAMP
I-15 SB X324 TO LEGACY SB RAMP
LEGACY NB X13 TO I-15 NB RAMP
I-15 NB FWY
I-15 SB FWY
SB X12 ON PARK LN RAMP
Pedestrian Bridge
Aerial Encroachment Location
UDOT and Farmington City
PARK LN
Station Park South
STATION PKWY
Exhibit C
© 2022 Microsoft Corporation, © 2022 Maxar, ©CNES (2022) Distribution Airbus DS, © 2022 TomTom
-111.905 40.989 Degrees

22-LM-41-1600



LOCATION PLAN

INDEX OF SHEETS

1. SITUATION AND LAYOUT 1 OF 4
2. SITUATION AND LAYOUT 2 OF 4
3. SITUATION AND LAYOUT 3 OF 4
4. SITUATION AND LAYOUT 4 OF 4
5. RAILROAD NOTES AND CLEARANCE

GENERAL NOTES

1. USE COATED DEFORMED CARBON STEEL BARS CONFORMING TO AASHTO M111 OR ASTM A775, AND AASHTO M31 GRADE 60, UNLESS SHOWN OTHERWISE.
2. USE STRUCTURAL STEEL CONFORMING TO AASHTO M270 GRADE 50, UNLESS SHOWN OTHERWISE.
3. CHAMFER EXPOSED CONCRETE CORNERS 3/4 INCH UNLESS SHOWN OTHERWISE.
4. PROVIDE 2 INCH MINIMUM CONCRETE COVER TO REINFORCING STEEL UNLESS SHOWN OTHERWISE.
5. VERIFY UTILITY LOCATIONS BEFORE CONSTRUCTION. PROTECT EXISTING UTILITIES IN PLACE UNLESS SHOWN OTHERWISE.
6. COAT OR GALVANIZE MISCELLANEOUS STRUCTURAL STEEL PLACED IN STRUCTURAL CONCRETE, UNLESS SHOWN OTHERWISE.
7. DO NOT SCALE DRAWINGS. HORIZONTAL DIMENSIONS ARE PLAN. VERTICAL DIMENSIONS ARE PLUMB.

DESIGN DATA

SEE "SITUATION AND LAYOUT 3 OF 4" FOR DESIGN DATA.

THIS SEAL APPLIES TO ALL SHEETS CONTAINING THE SIGNATURE ON THE SEAL

THIS SEAL APPLIES TO ALL SHEETS CONTAINING THE SIGNATURE ON THE SEAL

UTAH DEPARTMENT OF TRANSPORTATION

AUTHORIZED FOR USE

UDOT STRUCTURES DESIGN MANAGER

QUANTITIES

ITEM	EST	UNIT	AS CONST
GRANULAR BACKFILL BORROW (PLAN QUANTITY)	###	CU YD	
PILE DRIVING EQUIPMENT	###	LUMP	
DRIVEN PILES 16 INCH	###	FT	
CHAIN LINK FENCE ON STRUCTURE	###	FT	
REINFORCING STEEL - COATED (PLAN QUANTITY)	###	LB	
STRUCTURAL CONCRETE (EST. QTY ###.# CU YD)	1	LUMP	
PARTIAL-DEPTH PRECAST CONCRETE DECK PANEL	###	SQ FT	
STRUCTURAL STEEL (EST. LUMP QTY: ### LB)	1	LUMP	
COMPRESSION JOINT SEAL (TYPE A)	###	FT	
CONCRETE COATING (PLAN QUANTITY)	###	SQ FT	
CONCRETE COATING PARAPET	###	SQ FT	

PRELIMINARY - NOT FOR CONSTRUCTION
PIH SUBMITTAL - 02/10/2022

DESIGN MRH 03/22 CHECK AND 04/22
DRAWN LM 03/22 CHECK AND 04/22

MM/DD/YY DATE
ENGINEER OF RECORD (EOR)

UTAH DEPARTMENT OF TRANSPORTATION
STRUCTURES DIVISION
HORROCKS ENGINEERS

I-15; SHEPARD LANE INTERCHANGE
TRAIL A OVER UPRR/UTA
SITUATION AND LAYOUT 1 OF 4
PIN 15684
PROJECT NUMBER S-I15-7(340)325

DAVIS
COUNTY

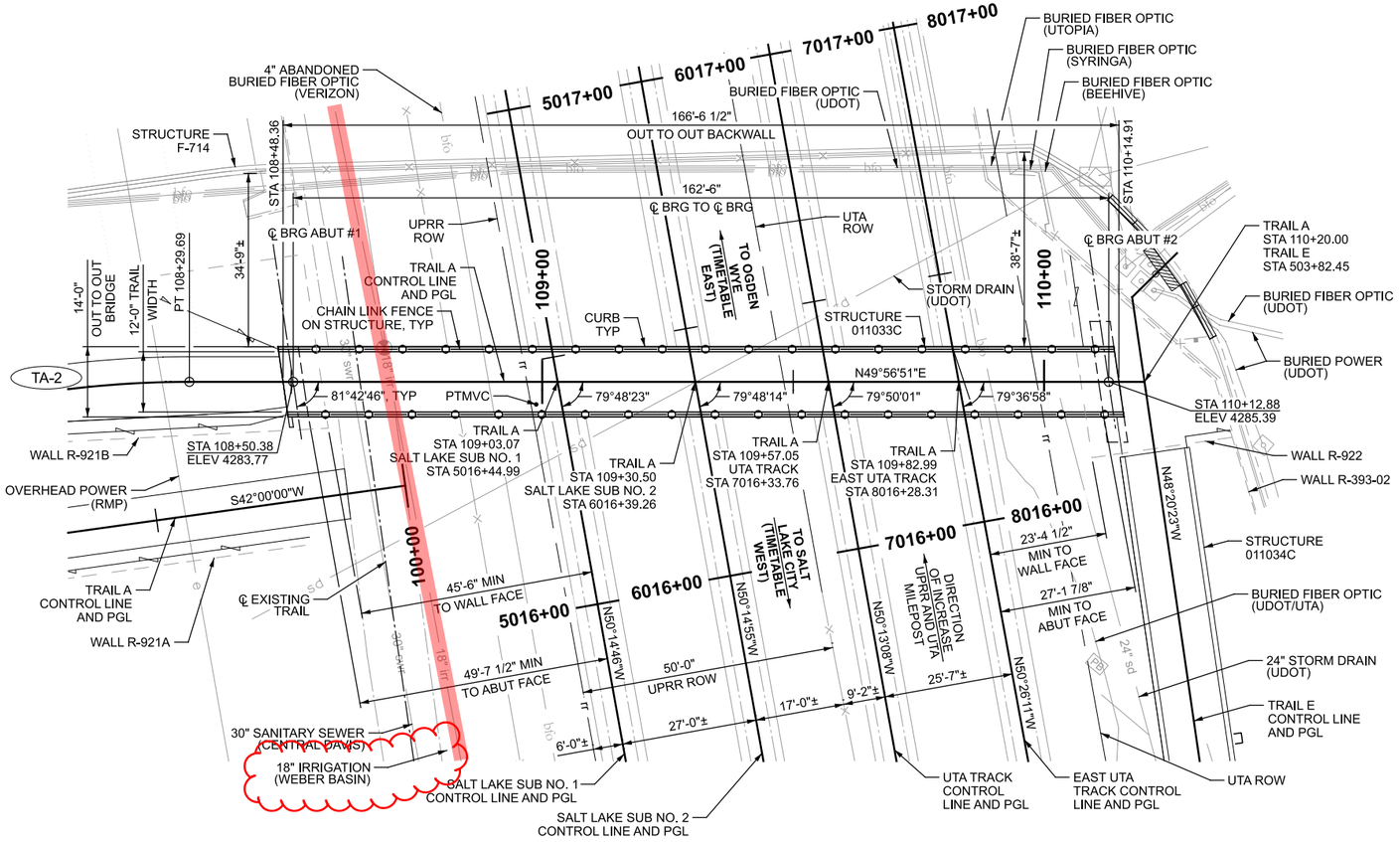
011033C
STRUCTURE NUMBER

011033C
DRAWING NUMBER

SHEET 1 OF 5

4/12/2022 9:27:29 AM Lee M pw:@horrocks-pw.bentley.com:pw01Documents/Projects/2021/UT-20192103 I-15, Shepard Lane Int-Pevcon, Engineer/15684/Sheet Files/Structures/Park Lane Trail over UPRR & Uta/15684_C-###_01-SSL-01.dgn

22-LM-41-1600

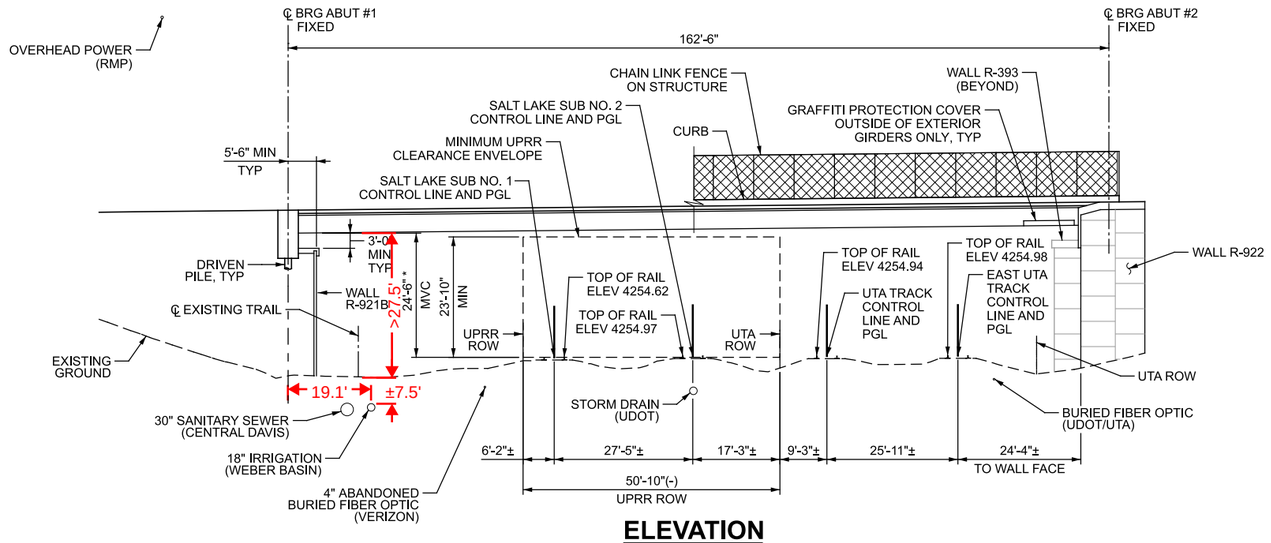


CURVE DATA

CURVE NUMBER TA-2
Δ = 09°19'01" RIGHT
R = 200.00'
T = 16.30'
L = 32.52'
PI = STA 108+13.47
N = 520605.96
E = 528567.19
PC TO PI = N40°37'50"E

NOTE:
1. CENTER LINE OF ALL SUBSTRUCTURE COMPONENTS ARE PARALLEL TO N48°20'23"W.

PLAN



ELEVATION

MEASURED ALONG TRAIL A CONTROL LINE
* ACTUAL VERTICAL CLEARANCE USING TOP OF HIGHEST EXISTING RAIL AND LOWEST STRUCTURE OBSTRUCTION

Exhibit D Page 2 of 2

PRELIMINARY - NOT FOR CONSTRUCTION
PIH SUBMITTAL - 02/10/2022

DESIGN MRH 12/21 CHECK AND 01/22
DRAWN LM 12/21 CHECK AND 01/22

MM/DD/YY DATE
ENGINEER OF RECORD (EOR)

UTAH DEPARTMENT OF TRANSPORTATION
STRUCTURES DIVISION
HORROCKS ENGINEERS

I-15; SHEPARD LANE INTERCHANGE
TRAIL A OVER UPRR/UTA
SITUATION AND LAYOUT 2 OF 4

PIN 15684
PROJECT NUMBER S-I15-7(340)325

DAVIS
COUNTY
011033C
STRUCTURE NUMBER
011033C
DRAWING NUMBER
SHEET 2 OF 5

4/12/2022 9:38:00 AM Lee, M
pw:\\horrocks-pw.bentley.com:Horrocks-pw-01\Documents\Projects\2021\07-30192-2103 I-15, Shepard Lane Int-Pevoos, Engineer\15684\Sheet Files\Structures\Park Lane Trail over UPRR & Uta\15684_C-###_02-SSL-02.dgn

FARMINGTON CITY

HISTORIC BEGINNINGS • 1847

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Carly Rowe, Planning Secretary

Date: October 11, 2022

SUBJECT: Chestnut Farms 2012 LLC

RECOMMENDATION
Approve the Farmington City Improvements Agreement between Chestnut Farms 2012, LLC and Farmington City for the Chestnut Farms Phase 5 development.

BACKGROUND
The bond estimate for the Chestnut Farms Phase 5 Development is $117,521.50, which includes a 10% warranty amount. Chestnut Farms 2012, LLC has submitted a Cash Bond with the City, which matches the bond estimate total.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all of the improvements are installed and inspected, the entire bond, except the warranty amount, will be released. After a warranty period of one year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully Submitted,

Carly Rowe

Carly Rowe, Planning Secretary

Review and Concur,

Brigham Mellor, City Manager

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

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between CHESTNUT FARMS 2012, LLC (hereinafter "Developer"), whose address is 111 S. FRONTAGE RD CENTERVILLE, UT. and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as CHESTNUT FARMS PHASE 5, located at approximately 475 S. 1350 W, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of $ 117,521.50.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within _____months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of $ 117,521.50 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.

5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.

6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.

7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as

herein provided, and any withdrawals form the Deposit by the city shall not constitute a waiver or estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.

11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.

17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.

19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.

24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 4TH day of OCTOBER, 2022

CITY:

FARMINGTON CITY CORPORATION

By: _____
Brett Anderson, Mayor

ATTEST:

_____
DeAnn Carlile, City Recorder

DEVELOPER:

CHESTNUT FARMS 2012, LLC

By: _____
BRUCE ROBINSON

Its: MANAGER

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH)
:ss.
COUNTY OF _____ _____)

On this _____ day of _____, 20___, personally appeared before me, _____ ___, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

_____ _____
NOTARY PUBLIC
Residing in _____ _____ County, ___ _____.

****

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH)
:ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me, _____ _____, who being by me duly sworn did say that he/she is the _____ _____ of _____ __ a _____ corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____ _____
NOTARY PUBLIC
Residing in _____ ___ County, _____ _____.

****

(Complete if **Developer** is a **Partnership**)

STATE OF UTAH)
:ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me, _____, who being by me duly sworn did say that he/she/they is/are the _____ of _____, a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH)
: ss.
COUNTY OF Davis)

On this 4th day of OCTOBER, 2022, personally appeared before me BRUCE ROBINSON who being by me duly sworn did say that he or she is the MANAGER of CHESTNUT FARMS 2012, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Heather Marie Muir
NOTARY PUBLIC
Residing in Davis County, Utah.

HEATHER MARIE MUIR
Notary Public State of Utah
My Commission Expires on:
August 30, 2026
Comm. Number: 726382

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the _____ day of _____, 20___, personally appeared before me Brett Anderson and DeAnn Carlile who, being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

Receipt No: 8.008544 Sep 30, 2022

CHESTNUT FRMS PH 5/CHESTNUT FARMS 2012

Previous Balance:	.00
PLANNING @ ZONING	
CASH BOND/DEVELOPER	117,521.50
10-225200	
DEVELOPER BONDS HELD & PAYABLE	
Total:	117,521.50
CHECK	
Check No: 3007-0000141	117,521.50
Payor:	
CHESTNUT FRMS PH 5/CHESTNUT FARMS 2012	
Total Applied:	117,521.50
Change Tendered:	.00

Duplicate Copy
09/30/2022 11:27 AM

FARMINGTON CITY CORP.
160 SOUTH MAIN
P.O. BOX 160
FARMINGTON UT 84025 801-451-2383

FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Carly Rowe, Planning Secretary

Date: October 11, 2022

SUBJECT: Hunter Subdivision

RECOMMENDATION
Approve the Farmington City Improvements Agreement between Phillip and Natalie Hunter and Farmington City for the Hunter Subdivision development.

BACKGROUND
The bond estimate for the Hunter Subdivision Development is $9,900.00, which includes a 10% warranty amount. Phillip and Natalie Hunter have submitted a Cash Bond with the City, which matches the bond estimate total.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all of the improvements are installed and inspected, the entire bond, except the warranty amount, will be released. After a warranty period of one year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully Submitted,
Carly Rowe
Carly Rowe, Planning Secretary

Review and Concur,

Brigham Mellor, City Manager

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

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between Phillip and Natalie Hunter (hereinafter "Developer"), whose address is 1605 S. 200 E. Farmington, 84025 and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Hunter Subdivision, located at approximately 1605 S. 200 E., in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of $ 9,900.00.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within _____months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of $ 9,900.00 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.

5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.

6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.

7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as

herein provided, and any withdrawals form the Deposit by the city shall not constitute a waiver or estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.

11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.

17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.

19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.

24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 3rd day of October, 2022

CITY:

FARMINGTON CITY CORPORATION

By: _____
Brett Anderson, Mayor

ATTEST:

_____
DeAnn Carlile, City Recorder

DEVELOPER:

Phillip B. Hunter

By: _____

Its: OWNER

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On this 3rd day of October, 2022, personally appeared before me, Phillip and Natalie Hunter, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

camrowe
NOTARY PUBLIC
Residing in DAVIS County, Utah.

CARLY ROWE
Notary Public State of Utah
My Commission Expires on:
June 21, 2025
Comm. Number: 718963

****

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH)
:ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me, _____, who being by me duly sworn did say that he/she is the _____ of _____ a _____ corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

(Complete if **Developer** is a **Partnership**)

STATE OF UTAH)
:ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me, _____, who being by me duly sworn did say that he/she/they is/are the _____ of _____ , a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me _____ who being by me duly sworn did say that he or she is the _____ of _____, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the _____ day of _____, 20___, personally appeared before me Brett Anderson and DeAnn Carlile who, being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

Receipt No: 8.008546 Oct 3, 2022

PHILLIP AND NATALIE HUNTER/HUNTER SUB.

Previous Balance:	.00
PLANNING @ ZONING	
CASH BOND/DEVELOPER	9,900.00
10-225200	
DEVELOPER BONDS HELD & PAYABLE	
PLANNING @ ZONING	
DEVELOPMENT INSPEC.	198.00
10-340-350	
DEVELOPMENTAL INSPECTION FEES	
PLANNING @ ZONING	
WATER DEVELOPMENT FE	2,148.00
51-351-190	
WATER DEVELOPMENT Impact FEES	
PLANNING @ ZONING	
STORM DRAINAGE - EAST	786.00
54-351-180	
STORM WATER IMPACT FEE - EAST	
PLANNING @ ZONING	
PROFESSIONAL SERVICE FEE	1,035.75
10-340-301	
Develpmt Engineering Drawing	
Total:	14,067.75
CHECK	
Check No: 3239	14,067.75
Payor:	
PHILLIP AND NATALIE HUNTER/HUNTER SUB.	
Total Applied:	14,067.75
Change Tendered:	.00

10/03/2022 10:18 AM

FARMINGTON CITY CORP.
160 SOUTH MAIN
P.O. BOX 160
FARMINGTON UT 84025 801-451-2383

FARMINGTON CITY

Historic Beginnings • 1847

Brett Anderson
Mayor

Roger Child
Scott Isaacson
Melissa Layton
Alex Leeman
Amy Shumway
City Council

Brigham Mellor
City Manager

City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Harper, City Treasurer

Date: October 18, 2022

SUBJECT: FRAUD RISK ASSESSMENT

RECOMMENDATIONS

1. Review Fraud Risk Assessment

BACKGROUND

The Office of the State Auditor requires that all local government complete an annual fraud risk assessment internally. After completing the State Auditors fraud risk assessment questionnaire, we have found that we are currently at low risk for fraud.

Respectfully Submitted

Shannon Harper

Shannon Harper
City Treasurer

Review and Concur

Greg Davis
City Finance Director

160 S Main • P.O. Box 160 • Farmington, UT 84025
Phone (801) 451-2383 • Fax (801) 451-2747
www.farmington.utah.gov

Fraud Risk Assessment

Continued

*Total Points Earned: 325 /395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	10	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?		20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

*Entity Name: Farmington City

*Completed for Fiscal Year Ending: 2022 *Completion Date: 10/03/2022

*CAO Name: Brigham Mellor *CFO Name: Greg Davis

*CAO Signature: *CFO Signature:

*Required