

Mapleton City Planning Commission Staff Report

Meeting Date: December 10, 2009

Item: 2

Applicant: Ed Mellor

Zone: RA-2

Prepared by: Matt Brady

Public Hearing Item: Yes

Council Action Required: Yes

REQUEST

(Continued 9/10/09) E. Mellor, agent for Mellor Estates Subdivision, Plat "B", requests approval of a Delay Agreement for bonded roadway improvements on property located generally at 1833 North 500 West. The subject property is located in the RA-2 Zone.

FINDINGS OF FACT:

1. The Planning Commission previously heard this item on September 10, 2009. At that time, the Applicant was requesting approval of a delay agreement, but had not submitted a specific agreement proposal, just a letter stating reasons why he was proposing a delay agreement. Staff recommended denial of the delay agreement at the Planning Commission meeting. (see Attachment #2 for previous Planning Commission Staff Report from September 10, 2009). The Planning Commission continued the item based on the following reasons/conditions:

"1. Staff and the applicant work together to come up with a Delay Agreement that both parties could agree upon, at which time the item would return to Planning Commission for approval.

a. Triggers should be added to this to ensure the applicant follow through with paying for the infrastructure costs at the time they are installed.

2. Previous Staff did not obtain a signed Delay Agreement from the applicant at the time the subdivision was developed.

3. That the cash bond be put into an interest bearing account."

2. Since the previous Planning Commission meeting, the Applicant has submitted a proposed delay agreement (see Attachment #1). The Delay Agreement proposes that the current \$27,815 cash bond held by the City be released to Mr. Mellor, and that Mr. Mellor in return put the funds into a life insurance policy with Mapleton City as the beneficiary.
3. Mapleton City Code 17.16.010(D) states: "*Notwithstanding the other provisions of this section, **for subdivisions containing one lot**, the city council, subject to the prior recommendation of the planning commission, may authorize an indefinite delay of the construction of improvements. However, **a cash bond equal to the estimate of cost for the required improvements must be posted with the city prior to final plat recording.** (Ord. 2002-04, 3-20-2002)" (bolding added).*

STAFF ANALYSIS:

1. Staff's position has not changed since the last Planning Commission meeting. It is the opinion of Staff that the delay agreement should be denied for the reasons listed in the Planning Commission Staff Report of September 10, 2009.

2. In addition to the reasons for denial stated in the Planning Commission Staff Report of September 10, 2009, it is the opinion of Staff (including Dave Allen, the City Finance Controller) that a life insurance policy is not an acceptable method of bonding, and does not meet the cash bond requirement of Mapleton City Code 17.16.010(D) for delay agreements. Staff has contacted several other cities, and the financial instruments used for bonding include cash bonds, irrevocable letters of credit, escrow accounts, and joint savings accounts with restrictions on developer withdrawals. These financial instruments are well-tested, and allow cities easy access to the funds. Staff is not aware of any other city that accepts life insurance policies as a bond. Staff has asked that the Applicant provide any examples of other cities where life insurance policies are accepted and how they are set up. The Applicant has not yet provided any examples. Because life insurance policies are an untested method for bonding, Staff has concerns regarding unforeseen difficulties the City may have in reclaiming the funds in the future to complete the subdivision work. Staff is also concerned that accepting a life insurance policy in lieu of a cash bond will establish a precedent that other developers will want to follow.
3. Staff is also concerned about the specific terms of the life insurance policy. The triggers listed in the proposed delay agreement (the Brooks developing) are not repeated in the policy itself. Also, the initial insurance amount using a guaranteed basis of 4% interest would only give a flat benefit to Mapleton City of \$50,000 when Mr. Mellor dies. The City Engineer's estimate to complete the work today is \$52,380. Also, the cash value of the policy in the event the policy is terminated for a reason other than death, is actually less than \$27,815 that the City currently has until the 4th year after the policy is put in effect (see page 7 of 11 of the proposed life insurance policy). Thus, if the neighbors were to develop in less than 4 years, and the funds were needed to complete the road, the City would actually lose money on the life insurance policy. Another problem is that the policy states under item 3b that Mr. Mellor reserves "The right to designate and change the beneficiary."

RECOMMENDED ACTION:

Staff recommends Denial of the proposed delay agreement, based on the reasons listed in this Staff Report, and the Planning Commission Staff Report of September 10, 2009, with the recommendation that the developer install the improvements.

ALTERNATIVE ACTIONS:

1. The Planning Commission may recommend Approval of the delay agreement. Reasons for approval should be stated in the motion.
2. Continue to a Future Meeting Date: This action could be based upon findings that additional information is required prior to rendering a decision or to further consider information.

	<p><u>ATTACHMENTS:</u></p> <ol style="list-style-type: none">1. Applicant's Proposed Delay Agreement with Proposed Life Insurance Policy.2. Planning Commission Staff Report - September 10, 2009.
--	--

**DELAY AGREEMENT – MELLOR ESTATES SUBDIVISION, PLAT “B”
STREET IMPROVEMENTS ON 500 WEST STREET**

LEGAL DESCRIPTION: LOT 2, MELLOR ESTATES SUBDIVISION, PLAT “B”
ADDRESS: 1833 NORTH 500 WEST, MAPLETON, UTAH 84664

This Agreement is made this ____ day of _____, 20__ A.D., by and between **Louis E. Mellor & Margo W. Mellor** and **Mapleton City**.

WHEREAS, Louis E. Mellor and Margo W. Mellor (“The Mellors”), developers of the Mellor Estates Subdivision, Plat “B”, are required to complete “half + five feet” width street improvements along approximately 540 linear feet of frontage on 500 West Street, minus the improvements already installed on part of frontage on the east side of Lot 2, Mellor Estates Subdivision, Plat “B” (see Exhibit “A” attached hereto for the approved construction drawings); and,

WHEREAS, the Mellors have made application for a delay agreement, and the Mapleton City Council has recommended that Mapleton City Staff negotiate a delay agreement that is mutually agreeable to each party; and,

WHEREAS, the Mellors have expressed the opinion that the required Street improvements may be premature at this time due to the lack of other existing street improvements on 500 West Street north of 1800 North Street; and,

WHEREAS, the Mellors have agreed to forgo the installation of the improvements and name Mapleton City as the beneficiaries of a pre-paid life insurance policy with a beginning cash value in the amount of \$52,380.00 (the current amount estimated by Gary Calder, Mapleton City Engineer, required to complete the remaining street improvements at today’s construction prices). See Exhibit “B” attached hereto for the life insurance policy.

WHEREAS, Mapleton City has agreed to remit its current cash bond amount being held by Mapleton City in the amount of \$27,815 to Mr. Louis E. Mellor upon receipt of the above-mentioned life insurance policy;

NOW THEREFORE, Mapleton City permits a delay agreement on the remaining improvements for Mellor Estates Subdivision, Plat “B”. This agreement is subject to the following additional conditions:

1. The Mellors may nullify this agreement by installing the required improvements as per the approved plan, and upon inspection and acceptance of the improvements by Mapleton City, Mapleton City shall disclaim its interest as a beneficiary in the life insurance policy.
2. Should the Mellors wish to apply for and receive approval from Mapleton City for an amended subdivision plat to create more building lots, the required improvements shall be installed by the Mellors prior to the recording of the amended subdivision plat.
3. If the property to the east of 500 West Street, currently owned by Joseph K. Brooks and Ida J. Brooks (Utah County Parcel # 26:020:0016), is approved for subdivision by Mapleton City, the Mellors shall be required to install the improvements for the Mellor Estates Subdivision, Plat “B” upon the recording of the new subdivision to the east.

4. Should Louise E. Mellor or Margo W. Mellor die, the surviving individual of the two shall install the required improvements within 12 months of the date of death. Should both individuals die, their heirs shall install the improvements within 12 months of the date of the last individual's death.

5. Should Mapleton City install the required improvements, any additional costs beyond the value of the life insurance policy incurred by Mapleton City in the construction of the improvements shall be paid by Louise E. Mellor and Margo W. Mellor, or their heirs, successors, or assigns. Mapleton City reserves the right to lien any expenses not paid by the Mellors against Lot 2, Mellor Estates Subdivision, Plat "B".

All prospective, current, and future owners, and heirs to the property identified above, are hereby notified that a delay agreement has been placed on this property for the future installation of street improvements, which shall include the improvements specified in Exhibit "A" attached hereto. This agreement shall run with the land and be binding on future owners of the property if the Mellors sell Lot 2, Mellor Estates Subdivision, Plat "B". Any attorney's fees spent by Mapleton City on enforcing the terms of this agreement by Mapleton City shall be paid by the Mellors, or their heirs, successors, or assigns.

Signed and acknowledged:

Louis E. Mellor

Margo W. Mellor

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

Before me, a notary public in and for said county and state, personally appeared the above-named who acknowledged that he did sign the foregoing instrument

In testimony whereof, I hereunto set my hand and official seal this _____ day of _____ 20__.

NOTARY PUBLIC
My Commission Expires on:

Signed and acknowledged:

Mapleton City
Mayor Laurel S. Brady

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

Before me, a notary public in and for said county and state, personally appeared the above-named who acknowledged that he did sign the foregoing instrument

In testimony whereof, I hereunto set my hand and official seal this ____ day of _____
20__.

NOTARY PUBLIC
My Commission Expires on:

Farm Bureau Life Insurance Company
5400 University Avenue
West Des Moines, Iowa
50266-5997

RECEIVED



FARM BUREAU FINANCIAL SERVICES

ASSIGNMENT OF LIFE
INSURANCE POLICY AS
COLLATERAL

MAPLETON CITY

ASSIGNMENT OF LIFE INSURANCE POLICY AS COLLATERAL

1. **Assignment.** For value received, _____ of _____, ("Assignor"), hereby assigns, transfers, and delivers to _____, ("Assignee"), with an address of _____, successors or assigns, policy No. _____ (the "Policy"), with a face amount at the time of the assignment of \$ 50,000.00 issued by Farm Bureau Life Insurance Company, ("Insurer") on the life of L. Eddie Meller, and all Assignor's right, title, and interest therein except as provided in Section 3 hereof, subject to all the terms and conditions of the Policy and to all superior liens, if any, that Insurer may have against the Policy. The undersigned by this instrument jointly and severally agree, and the Assignee by the acceptance of this assignment agrees, to the conditions and provisions herein set forth.
2. **Rights of Assignee.** Assignor agrees that the following specific rights pass to Assignee by virtue of this agreement:
 - a. The sole right to collect from the Insurer the net proceeds of the Policy when it becomes a claim by death or maturity;
 - b. The sole right to surrender the Policy and receive the surrender value thereof at any time provided by the terms of the Policy and at such other times as the Insurer may allow;
 - c. The sole right to obtain one or more loans or advances on the Policy, either from the Insurer or, at any time, from other persons, and to pledge or assign the Policy as security for such loans or advances;
 - d. The sole right to collect and receive all distributions or shares of surplus, dividend deposits or additions to the Policy now or hereafter made or apportioned thereto, and to exercise any and all options contained in the Policy with respect thereto; provided, that unless and until the Assignee shall notify the Insurer in writing to the contrary, the distributions or shares of surplus, dividend deposits and additions shall continue on the plan in force at the time of this assignment; and
 - e. The sole right to exercise all nonforfeiture rights permitted by the terms of the Policy or allowed by the Insurer and to receive all benefits and advantages derived therefrom.
3. **Rights reserved by Assignor.** It is expressly agreed that so long as the Policy has not been surrendered, the following specific rights are reserved and excluded from this assignment and do not pass to Assignee by virtue hereof;
 - a. The right to collect from Insurer any disability benefit payable in cash that does not reduce the amount of insurance;
 - b. The right to designate and change the beneficiary; and
 - c. The right to elect any optional mode of settlement permitted by the Policy or allowed by Insurer;but the reservation of these rights shall in no way impair the right of the Assignee to surrender the Policy completely with all its incidents or impair any other right of the Assignee hereunder, and any designation or change of beneficiary or election of a mode of settlement shall be made subject to this assignment and to the rights of the Assignee hereunder.
4. **Indebtedness secured.** This assignment is made as collateral security for any and all indebtedness of Assignor to Assignee, either now existing or that may hereafter arise between Assignor and Assignee (such indebtedness shall hereinafter be referred to as the "Liabilities"). It is expressly agreed that all sums received by the Assignee hereunder, either in event of death of the insured, the maturity or surrender of the Policy, the obtaining of a loan or advance on the Policy, or otherwise, shall first be applied to the payment of one or more of the following in such order of preference as the Assignee shall determine: (a) principal of and/or interest on Liabilities; (b) premiums on the Policy; (c) principal of and/or interest on loans or advances made by the Insurer on the Policy.
5. **Covenants of Assignee.** Assignee covenants and agrees as follows:
 - a. That any balance of sums received hereunder from the Insurer remaining after payment of the then existing Liabilities shall be paid by the Assignee to the persons entitled hereto under the terms of the Policy had this assignment not been executed;
 - b. That the Assignee will not exercise either the right to surrender the Policy or, except for the purpose of paying premiums, the right to obtain Policy loans from Insurer, until there has been a default in any of the Liabilities or a



failure to pay any premium when due, or until thirty (30) days after Assignee shall have mailed to Assignor, at the address last supplied in writing to Assignee, notice of intention to exercise such right, with specific reference to this assignment; and

- c. That the Assignee will, on request, forward without unreasonable delay to Insurer the Policy for endorsement of any designation or change of beneficiary or any election of an optional mode of settlement.
- 6. The Insurer is hereby authorized to recognize the Assignee's claims to rights hereunder without investigating the reason for any action taken by the Assignee, or the validity or the amount of the Liabilities or the existence of any default therein, or the giving of any notice, or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under the Policy assigned hereby and the sole receipt of the Assignee for any sums received shall be in full discharge and release therefor to the Insurer. Checks for all or any part of the sums payable under the Policy and assigned herein, shall be drawn to the exclusive order of the Assignee, if, when, and in such amounts as may be, requested by the Assignee.
- 7. The Assignee shall be under no obligation to pay any premium, or the principal of or interest on any loans or advances on the Policy whether or not obtained by the Assignee, or any other charges on the Policy, but any such amounts so paid by the Assignee from its own funds, shall become a part of the Liabilities hereby secured, shall be due immediately, and shall draw interest at a rate fixed by the Assignee from time to time not exceeding 6% per annum.
- 8. The exercise of any right, option, privilege or power given herein to the Assignee shall be at the option of the Assignee, but (except as set forth in Paragraph 5 (b) above) the Assignee may exercise any such right, option, privilege or power without notice to, or assent by, or affecting the liability of, or releasing any interest hereby assigned by the undersigned, or any of them.
- 9. The Assignee may take or release other security, may release any party primarily or secondarily liable for any of the Liabilities, may grant extensions, renewals or indulgences with respect to the Liabilities, or may apply to the Liabilities proceeds of the Policy hereby assigned or any amount received on account of the Policy by the exercise of any right permitted under this assignment, without resorting or regard to other security.
- 10. In the event of any conflict between the provisions of this assignment and provisions of the note or other evidence of any Liability, with respect to the Policy or rights of collateral security therein, the provisions of this assignment shall prevail.
- 11. Each of the undersigned declares that no proceedings in bankruptcy are pending against him or her and that the undersigned's property is not subject to any assignment for the benefit of creditors.

Dated this _____ day of _____, 20_____.

[All Policyowners must sign.]

Policyowner/Assignor Signature

Policyowner/Assignor Signature

STATE OF _____)

SS:

COUNTY OF _____)

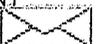
On the _____ day of _____, 20_____, personally appeared before me _____ and _____ the signer(s) of the foregoing instrument, who duly acknowledged to me the assignment of the listed Policy.

Notary Public

Duplicate received and recorded at the Home Office of Farm Bureau Life Insurance Company this _____ day of _____, 20_____.

Registrar or Assistant Secretary

This form is being provided by Farm Bureau Life Insurance Company as a convenience upon the request of the policyholder. For the legal effects of the form, please consult your attorney.





FARM BUREAU FINANCIAL SERVICES

Farm Bureau Life Insurance Company

5400 University Avenue
West Des Moines, Iowa 50266

A

AllLife Single-Premium

Life Insurance Illustration for Proposed Coverage

Prepared for

Eddie Mellor

Presented on September 16, 2009 by:

Malcolm Burt
11508 North Granite Circle
Highland, UT 84003
(801) 772-0140

Farm Bureau Life Insurance Company
AllLife Single-Premium

Participating Whole Life Insurance Policy
Policy Form: 434-116

Presented for: Eddie Mellor
Issue Age 64, Male, Non-Tobacco
Premium: \$28,171.50
Initial Death Benefit: \$50,000.00
Dividend Option: Purchase Paid-Up Additions
Optional Riders Chosen:

Policy and Rider Summary

		First Year Annual Premium
Base Policy	\$50,000	\$28,171.50

Total Initial Premium \$28,171.50
(Please note: Because of rounding, the individual pieces on this exhibit may not add up exactly to the total premium)

SECTION 1: NARRATIVE SUMMARY OF PRODUCT

This illustration describes in brief the highlights of Farm Bureau Life's AllLife Single-Premium Insurance policy and its benefits. Certain limitations and conditions apply to the coverages described. The contract is contained only in the policy. This illustration assumes that the currently illustrated nonguaranteed elements will continue unchanged for all years shown. This is not likely to occur, and actual results may be more or less favorable than those shown. Contact your Farm Bureau Life agent or Farm Bureau Life for more information.

General Policy Description

Death Proceeds This is a single premium whole life insurance policy that pays death proceeds upon death.

Premium A single premium is due at issue. No more premium payments are required or allowed.

Participating This plan is participating. Participating means that the policy owner may share in the company's surplus or profits through the payment of dividends. Dividends are not guaranteed.

Dividends Dividends may be paid annually on this policy. The level of dividends paid are redetermined periodically to reflect current company experience. The policy owner has several options on how to use these dividends:

Option 1: Paid in Cash
The policy owner may elect to receive the dividend payment in cash. The company will send a check in the amount of the dividend.

Option 2: Left on Deposit
The policy owner may elect to deposit the dividends in a fund that accumulates with interest. The interest rate credited to this fund is declared periodically by the company to reflect current conditions, but will not be less than 3% per year. This fund is available to the owner and is in addition to the underlying guaranteed policy values.

Option 3: Purchase Paid-Up Additions
The policy owner may elect to use the dividends to purchase paid-up additional insurance on the insured. The insurance will be of the same type as this policy. The paid-up additions have underlying policy values and are participating.

Farm Bureau Life Insurance Company
AllLife Single-Premium

Policy Value Options

AllLife is whole life insurance that accumulates cash value which is available upon surrender of the policy based on standard nonforfeiture regulations.

Policy Loans

The owner of this policy may obtain a cash loan against the cash value of the policy. The outstanding loan accumulates at interest, which is paid in advance. The loan interest rate is declared periodically by the company. The maximum loan interest rate is based on Moody's Corporate Average. If the rate changes, it will become effective at the beginning of a policy year.

Ownership

The owner of this policy has various rights and privileges, including receiving cash values, obtaining policy loans, choosing beneficiaries, choosing dividend options, choosing how policy proceeds will be paid, changing ownership, assigning the policy as collateral, reinstating the policy and choosing the nonforfeiture option.

*Modified Endowment Contract
(MEC)*

Internal Revenue Code section 7702A, added to the code by the Technical and Miscellaneous Revenue Act of 1988 (TAMRA), includes a 7-pay test that must be satisfied in order for a life insurance policy to retain favorable income tax treatment of policy distributions, including surrenders and policy loans. This 7-pay test states that if, at any time in the first seven policy years, the total accumulated amount paid exceeds the cumulative 7-pay net level premiums, the policy joins a class of policies known as "modified endowment contracts" (MECs). A new 7-pay test period begins when a material change occurs in the terms or benefits of a policy. If a policy is a modified endowment contract, the policy will, generally, retain the favorable tax treatment of the death benefit and the income-tax deferral on the accumulated value. However, distributions, including policy loans, will be treated as income when received to the extent that the policy's cash value before the distribution exceeds the investment in the policy.

Optional Riders Descriptions

Living Benefit

This rider is automatically included with all policies. This rider allows a portion of the death benefit to be paid prior to the insured's death when the insured is terminally ill, as defined in the rider. The maximum acceleration is \$250,000. There is no premium charged for this rider. All or a portion of the accelerated benefits may be taxable. The insured should discuss the tax consequences with his/her tax advisor prior to utilizing this benefit.

Farm Bureau Life Insurance Company
AllLife Single-Premium

Description of Column Headings In the Following Illustrations

- (1) *Yr* This column lists the policy year, which is the 12-month period that begins on the policy date.
- (2) *EOY Age* This column lists the insured's end-of-year age for the policy year listed.
- (3) *Guaranteed Contract Premium* This column lists the contract's premium that is required to be paid each year.
- (4) *EOY Guaranteed Cash Value* This column lists the contract's guaranteed cash value at the end of the year listed. This is the amount that is payable upon surrender of the policy. The amount actually paid would be offset by any outstanding policy loans. No policy loans are shown on this illustration.
- (5) *EOY Guaranteed Death Proceeds* This column lists the end-of-year death benefit that will be payable to the beneficiary of the policy if the insured dies before expiration of the policy, assuming all premium payments have been made. The amount actually paid would be offset by any outstanding policy loans. No policy loans are shown on this illustration.
- (6) *Midpoint Contract Premium* This column lists the contract's premium that is required to be paid each year.
- (7) *EOY Midpoint Net Cash Value* This column lists the total value assumed to be payable upon surrender of the policy under this "Midpoint" scenario. This consists of the guaranteed cash value, plus any Paid-Up Additions Cash Value, less any outstanding policy loans as of the end of the year listed. No loans are shown on this illustration.
- (8) *EOY Midpoint Death Proceeds* This column lists the end-of-year benefit assumed to be payable upon death to the beneficiary under this "Midpoint" scenario. This consists of the guaranteed death benefit, plus any Paid-Up Additions Death Benefit, less any policy loans. No policy loans are shown on this illustration.
- (9) *Current Contract Premium* This column lists the contract's premium that is required to be paid each year.
- (10) *EOY Current Net Cash Value* This column lists the total value assumed to be payable upon surrender of the policy under this "Current" scenario. This consists of the guaranteed cash value, plus any Paid-Up Additions Cash Value, less any outstanding policy loans as of the end of the year listed. No loans are shown on this illustration.
- (11) *EOY Current Death Proceeds* This column lists the end-of-year benefit assumed to be payable upon death to the beneficiary under this "Current" scenario. This consists of the guaranteed death benefit, plus any Paid-Up Additions Death Benefit, less any policy loans. No policy loans are shown on this illustration.

Farm Bureau Life Insurance Company
AllLife Single-Premium

EXPLANATION OF SCENARIOS:

Scenario #1: Guaranteed Basis

This scenario illustrates the premiums, surrender values and death benefits that are contractually guaranteed and determined at issue. The assumptions on which they are based are not subject to change. Actual results may be more favorable.

Scenario #2: Nonguaranteed "Midpoint" Basis

This scenario illustrates a situation where all nonguaranteed elements of the policy are calculated as the average of the current scale and the guaranteed scale. This illustrates a scenario that is less favorable than the current situation. The benefits and values under this scenario are not guaranteed. The assumptions on which they are based are subject to change by the insurer. Actual results may be more or less favorable.

Scenario #3: Nonguaranteed "Current" Basis

This scenario illustrates the scale currently being charged and also assumes that these assumptions remain throughout the life of the policy. The benefits and values are not guaranteed. The assumptions on which they are based are subject to change by the insurer. Actual results may be more or less favorable.

**Farm Bureau Life Insurance Company
AllLife Single-Premium**

SECTION 2:

NUMERIC SUMMARY

Presented for: Eddie Mellor
 Issue Age 64, Male, Non-Tobacco
 Premium: \$28,171.50
 Initial Death Benefit: \$50,000.00
 Dividend Option: Purchase Paid-Up Additions
 Optional Riders Chosen:

		Scenario #1			Scenario #2			Scenario #3		
		Guaranteed Basis			Nonguaranteed Midpoint Basis			Nonguaranteed Current Basis		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
EOY	Yr Age	Contract Premium	EOY Cash Value	EOY Death Proceeds	Contract Premium	EOY Net Cash Value	EOY Death Proceeds	Contract Premium	EOY Net Cash Value	EOY Death Proceeds
1	65	28,172	27,262	50,000	28,172	27,431	50,311	28,172	27,601	50,622
5	69	0	30,169	50,000	0	31,087	51,522	0	32,027	53,080
10	74	0	33,883	50,000	0	35,928	53,019	0	38,082	56,197
20	84	0	40,595	50,000	0	46,520	57,298	0	53,255	65,593
30	94	0	44,828	50,000	0	55,596	62,010	0	68,832	76,773
6	70	0	30,913	50,000	0	32,035	51,815	0	33,190	53,683

SECTION 3:

SIGNED STATEMENTS

Part 1: To be signed by the Applicant

I have received a copy of this illustration and understand that any nonguaranteed elements illustrated are subject to change and could be either higher or lower. The agent has told me that they are not guaranteed.

Applicant's Signature (Required) _____
 Date _____

Part 2: To be signed by the Agent

I certify that this illustration has been presented to the applicant and that I have explained that any nonguaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration.

Agent's Signature (Required) _____
 Date _____

Farm Bureau Life Insurance Company
AllLife Single-Premium

SECTION 4:

TABULAR DETAIL

Presented for:

Eddie Mellor

Premium:

Issue Age 64, Male, Non-Tobacco

Initial Death Benefit:

\$28,171.50

Dividend Option:

\$50,000.00

Optional Riders Chosen:

Purchase Paid-Up Additions

According to preliminary tests, this policy will be a Modified Endowment Contract (MEC). A more detailed test will be performed at time of issue to confirm this status.

		<u>Scenario #1</u> <u>Guaranteed Basis</u>			Scenario #2 Nonguaranteed Midpoint Basis			Scenario #3 <u>Nonguaranteed</u> <u>Current Basis</u>		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Yr	Age	Contract Premium	EOY Cash Value	EOY Death Proceeds	Contract Premium	EOY Net Cash Value	EOY Death Proceeds	Contract Premium	EOY Net Cash Value	EOY Death Proceeds
1	65	28,172	27,262	50,000	28,172	27,431	50,311	28,172	27,601	50,622
2	66	0	27,979	50,000	0	28,325	50,620	0	28,675	51,244
3	67	0	28,702	50,000	0	29,233	50,926	0	29,771	51,863
4	68	0	29,431	50,000	0	30,153	51,227	0	30,888	52,475
5	69	0	30,169	50,000	0	31,087	51,522	0	32,027	53,080
6	70	0	30,913	50,000	0	32,035	51,815	0	33,190	53,683
7	71	0	31,661	50,000	0	32,996	52,109	0	34,378	54,291
8	72	0	32,407	50,000	0	33,968	52,408	0	35,591	54,913
9	73	0	33,147	50,000	0	34,947	52,715	0	36,830	55,556
10	74	0	33,883	50,000	0	35,928	53,019	0	38,082	56,197
11	75	0	34,613	50,000	0	37,003	53,452	0	39,538	57,114
12	76	0	35,340	50,000	0	38,081	53,879	0	41,013	58,027
13	77	0	36,060	50,000	0	39,163	54,303	0	42,506	58,939
14	78	0	36,768	50,000	0	40,240	54,722	0	44,009	59,848
15	79	0	37,459	50,000	0	41,307	55,136	0	45,516	60,754
16	80	0	38,131	50,000	0	42,367	55,555	0	47,036	61,677
17	81	0	38,780	50,000	0	43,420	55,983	0	48,573	62,626
18	82	0	39,407	50,000	0	44,465	56,418	0	50,125	63,600
19	83	0	40,012	50,000	0	45,499	56,858	0	51,688	64,592
20	84	0	40,595	50,000	0	46,520	57,298	0	53,255	65,593
21	85	0	41,154	50,000	0	47,527	57,744	0	54,826	66,612
22	86	0	41,685	50,000	0	48,516	58,194	0	56,399	67,650
23	87	0	42,184	50,000	0	49,480	58,649	0	57,967	68,708
24	88	0	42,650	50,000	0	50,419	59,109	0	59,526	69,785
25	89	0	43,081	50,000	0	51,333	59,577	0	61,080	70,890
26	90	0	43,479	50,000	0	52,218	60,050	0	62,621	72,014
27	91	0	43,848	50,000	0	53,082	60,530	0	64,162	73,165
28	92	0	44,195	50,000	0	53,933	61,017	0	65,711	74,342
29	93	0	44,523	50,000	0	54,772	61,510	0	67,268	75,544
30	94	0	44,828	50,000	0	55,596	62,010	0	68,832	76,773
31	95	0	45,110	50,000	0	56,402	62,517	0	70,397	78,029
32	96	0	45,373	50,000	0	57,197	63,031	0	71,971	79,311
33	97	0	45,624	50,000	0	57,988	63,550	0	73,561	80,617
34	98	0	45,862	50,000	0	58,771	64,074	0	75,166	81,948
35	99	0	46,083	50,000	0	59,544	64,605	0	76,780	83,306

Farm Bureau Life Insurance Company
AllLife Single-Premium

		Scenario #1			Scenario #2			Scenario #3		
		Guaranteed Basis			Nonguaranteed Midpoint Basis			Nonguaranteed Current Basis		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
EOY	Yr Age	Contract Premium	EOY Cash Value	EOY Death Proceeds	Contract Premium	EOY Net Cash Value	EOY Death Proceeds	Contract Premium	EOY Net Cash Value	EOY Death Proceeds
36	100	0	46,282	50,000	0	60,298	65,143	0	78,395	84,694
37	101	0	46,461	50,000	0	61,036	65,685	0	80,009	86,103
38	102	0	46,637	50,000	0	61,770	66,224	0	81,630	87,516
39	103	0	46,809	50,000	0	62,499	66,760	0	83,257	88,933
40	104	0	46,976	50,000	0	63,224	67,294	0	84,889	90,354
41	105	0	47,139	50,000	0	63,943	67,825	0	86,526	91,779
42	106	0	47,297	50,000	0	64,657	68,353	0	88,168	93,208
43	107	0	47,451	50,000	0	65,367	68,879	0	89,815	94,641
44	108	0	47,600	50,000	0	66,071	69,402	0	91,466	96,078
45	109	0	47,745	50,000	0	66,769	69,922	0	93,120	97,518
46	110	0	47,885	50,000	0	67,460	70,440	0	94,776	98,962
47	111	0	48,021	50,000	0	68,147	70,955	0	96,434	100,408
48	112	0	48,153	50,000	0	68,826	71,467	0	98,092	101,856
49	113	0	48,279	50,000	0	69,498	71,975	0	99,749	103,305
50	114	0	48,401	50,000	0	70,163	72,481	0	101,405	104,755
51	115	0	48,518	50,000	0	70,820	72,983	0	103,058	106,206
52	116	0	48,631	50,000	0	71,469	73,481	0	104,708	107,656
53	117	0	48,739	50,000	0	72,110	73,976	0	106,352	109,104
54	118	0	48,843	50,000	0	72,742	74,466	0	107,990	110,549
55	119	0	48,942	50,000	0	73,364	74,951	0	109,619	111,990
56	120	0	49,033	50,000	0	73,972	75,432	0	111,232	113,427
57	121	0	50,000	50,000	0	75,753	75,753	0	114,391	114,391

Farm Bureau Life Insurance Company
AllLife Single-Premium

SECTION 5:

SUPPLEMENTAL ILLUSTRATION

Presented for:	Eddie Mellor
Premium:	Issue Age 64, Male, Non-Tobacco
Initial Death Benefit:	\$28,171.50
Dividend Option:	\$50,000.00
Optional Riders Chosen:	Purchase Paid-Up Additions

Explanation of Dividend Option

Under this dividend option, it is assumed that the insured uses any dividends paid to purchase additional paid-up insurance.

Description of Column Headings In the Following Illustrations

- | | |
|---|--|
| (1) Yr | This column lists the policy year, which is the 12-month period that begins on the policy date. |
| (2) EOY Age | This column lists the insured's end-of-year age for the policy year listed. |
| (3) Contract Premium | This column lists the contract's premium that is required to be paid each year. |
| (4) End-of-Year Dividend Used to Purchase Paid-Up Additions | This column lists the dividend that is assumed to be paid at the end of the year, under this scenario, assuming that the current dividend scale continues throughout the life of the policy. Under this dividend option, it is assumed that this dividend is used to purchase additional paid-up insurance. This illustration assumes that the currently illustrated dividend scale continues unchanged for all years shown. Since dividends are adjusted periodically by the company to reflect current experience, this is not likely to occur, and actual results may be more or less favorable than those shown. |
| (5) Guaranteed Cash Value | This column lists the contract's guaranteed cash value as of the end of the year listed. |
| (6) Paid-Up Additions Cash Value | The dividend option chosen for this illustration assumes that the policy owner uses the dividends paid on the policy to purchase additional paid-up insurance. This additional paid-up insurance also has cash values. This column lists the cash values from the Paid-Up Additions insurance, which was purchased by using the dividends illustrated on the policy, which as described above, is likely to change and can be more or less favorable than those shown. |
| (7) Net Cash Value | This column lists the total value assumed to be payable upon surrender of the policy under this scenario. This consists of the policy's total cash value less any outstanding policy loans as of the end of the year listed. No loans are shown on this illustration. |
| (8) Guaranteed Death Benefit | This column lists the end-of-year death benefit that will be payable to the beneficiary of the policy if the insured dies before expiration of the policy, assuming all premium payments have been made. |
| (9) Paid-Up Additions Death Benefit | The dividend option chosen for this illustration assumes that the policy owner uses the dividends paid on the policy to purchase additional paid-up insurance. This column lists the amount of paid-up insurance that is assumed to have been purchased by dividends under this illustration, which as described above, is likely to change and can be more or less favorable than those shown. |
| (10) Death Proceeds | This column lists the total end-of-year benefit assumed to be payable upon death to the beneficiary under this scenario. This consists of the policy's total death benefit, less any outstanding policy loans. No loans are shown on this illustration. |

Farm Bureau Life Insurance Company
AllLife Single-Premium

According to preliminary tests, this policy will be a Modified Endowment Contract (MEC). A more detailed test will be performed at time of issue to confirm this status.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
			End of Year						
	EOY	Contract	Dividend Used To	Guaranteed	Paid-Up	Net	Guaranteed	Paid-Up	Death
Yr	Age	Premium	Purchase Paid-Up Additions	Cash Value	Additions Cash Value	Cash Value	Death Benefit	Additions Death Benefit	Death Proceeds
1	65	28,172	339	27,262	339	27,601	50,000	622	50,622
2	66	0	348	27,979	696	28,675	50,000	1,244	51,244
3	67	0	355	28,702	1,069	29,771	50,000	1,863	51,863
4	68	0	360	29,431	1,457	30,888	50,000	2,475	52,475
5	69	0	365	30,169	1,858	32,027	50,000	3,080	53,080
6	70	0	373	30,913	2,277	33,190	50,000	3,683	53,683
7	71	0	385	31,661	2,717	34,378	50,000	4,291	54,291
8	72	0	403	32,407	3,184	35,591	50,000	4,913	54,913
9	73	0	426	33,147	3,683	36,830	50,000	5,556	55,556
10	74	0	434	33,883	4,199	38,082	50,000	6,197	56,197
11	75	0	634	34,613	4,925	39,538	50,000	7,114	57,114
12	76	0	645	35,340	5,673	41,013	50,000	8,027	58,027
13	77	0	657	36,060	6,447	42,506	50,000	8,939	58,939
14	78	0	668	36,768	7,242	44,009	50,000	9,848	59,848
15	79	0	679	37,459	8,057	45,516	50,000	10,754	60,754
16	80	0	704	38,131	8,905	47,036	50,000	11,677	61,677
17	81	0	736	38,780	9,793	48,573	50,000	12,626	62,626
18	82	0	768	39,407	10,719	50,125	50,000	13,600	63,600
19	83	0	794	40,012	11,677	51,688	50,000	14,592	64,592
20	84	0	813	40,595	12,660	53,255	50,000	15,593	65,593
21	85	0	839	41,154	13,673	54,826	50,000	16,612	66,612
22	86	0	865	41,685	14,715	56,399	50,000	17,650	67,650
23	87	0	892	42,184	15,783	57,967	50,000	18,708	68,708
24	88	0	919	42,650	16,876	59,526	50,000	19,785	69,785
25	89	0	952	43,081	17,999	61,080	50,000	20,890	70,890
26	90	0	978	43,479	19,143	62,621	50,000	22,014	72,014
27	91	0	1,010	43,848	20,315	64,162	50,000	23,165	73,165
28	92	0	1,040	44,195	21,516	65,711	50,000	24,342	74,342
29	93	0	1,071	44,523	22,746	67,268	50,000	25,544	75,544
30	94	0	1,101	44,828	24,004	68,832	50,000	26,773	76,773
31	95	0	1,133	45,110	25,287	70,397	50,000	28,029	78,029
32	96	0	1,163	45,373	26,598	71,971	50,000	29,311	79,311
33	97	0	1,191	45,624	27,937	73,561	50,000	30,617	80,617
34	98	0	1,221	45,862	29,304	75,166	50,000	31,948	81,948
35	99	0	1,251	46,083	30,697	76,780	50,000	33,306	83,306
36	100	0	1,285	46,282	32,114	78,395	50,000	34,694	84,694
37	101	0	1,309	46,461	33,548	80,009	50,000	36,103	86,103
38	102	0	1,318	46,637	34,993	81,630	50,000	37,516	87,516
39	103	0	1,327	46,809	36,448	83,257	50,000	38,933	88,933
40	104	0	1,335	46,976	37,913	84,889	50,000	40,354	90,354

Farm Bureau Life Insurance Company
AllLife Single-Premium

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
			End of Year Dividend Used To Purchase	Guaranteed Cash Value	Paid-Up Additions Cash Value	Net Cash Value	Guaranteed Death Benefit	Paid-Up Additions Death Benefit	Death Proceeds
Yr	EOY Age	Contract Premium	Paid-Up Additions						
41	105	0	1,344	47,139	39,388	86,526	50,000	41,779	91,779
42	106	0	1,352	47,297	40,872	88,168	50,000	43,208	93,208
43	107	0	1,360	47,451	42,365	89,815	50,000	44,641	94,641
44	108	0	1,368	47,600	43,866	91,466	50,000	46,078	96,078
45	109	0	1,375	47,745	45,375	93,120	50,000	47,518	97,518
46	110	0	1,383	47,885	46,891	94,776	50,000	48,962	98,962
47	111	0	1,388	48,021	48,413	96,434	50,000	50,408	100,408
48	112	0	1,395	48,153	49,940	98,092	50,000	51,856	101,856
49	113	0	1,400	48,279	51,470	99,749	50,000	53,305	103,305
50	114	0	1,404	48,401	53,004	101,405	50,000	54,755	104,755
51	115	0	1,408	48,518	54,540	103,058	50,000	56,206	106,206
52	116	0	1,410	48,631	56,077	104,708	50,000	57,656	107,656
53	117	0	1,411	48,739	57,613	106,352	50,000	59,104	109,104
54	118	0	1,412	48,843	59,147	107,990	50,000	60,549	110,549
55	119	0	1,411	48,942	60,678	109,619	50,000	61,990	111,990
56	120	0	1,409	49,033	62,200	111,232	50,000	63,427	113,427
57	121	0	964	50,000	64,391	114,391	50,000	64,391	114,391

Mapleton City Planning Commission Staff Report

Meeting Date: September 10, 2009

Item: 6

Applicant: Ed Mellor

Zone: RA-2

Prepared by: Matt Brady

Public Hearing Item: Yes

Council Action Required: Yes

REQUEST

E. Mellor, agent for Mellor Estates Subdivision, Plat "B", requests approval of a Delay Agreement for bonded roadway improvements on property located generally at 1833 North 500 West. The subject property is located in the RA-2 Zone.

FINDINGS OF FACT:

1. Mellor Estates Subdivision, Plat "B" was approved by the Mapleton City Planning Commission on April 8, 2004. See attachments #1 and #2 for the recorded subdivision plat and construction drawing.
2. Most of the right-of-way (ROW) for 500 West Street was dedicated by means of a Warranty Deed (Entry # 21976-1975), recorded in 1975. The street does not currently connect. The plans for the subdivision called for connecting the street, which would enable traffic to travel from 1800 North to 2000 North.
3. The construction drawing (attachment #2) calls for 1/2 + 5' width improvements along 500 West Street to the north end of Lot 1. A small portion of the 500 West improvements were completed in 2005, but since then no additional improvements have been installed by the Applicant. The City is retaining \$27,815 in remaining cash bond funds for the completion of the road. Gary Calder, the City Engineer, has estimated the cost of completing the required improvements based on current prices to be \$52,380. See attachment # 4 (DRC Minutes) for more details on the bonding.
4. The Applicant is requesting approval of a delay agreement on installing the remainder of the improvements bonded for. See attachment # 3 for a letter submitted by the Applicant.

STAFF ANALYSIS:

1. The Development Review Committee (DRC) has reviewed the proposal. See attachment #4 for the DRC Minutes.
2. It is the opinion of Staff that the delay agreement should not be approved, based on the reasons stated in the DRC Minutes.

RECOMMENDED ACTION:

Staff recommends Denial of the proposed delay agreement, based on the reasons listed in DRC Minutes of 7-22-09, with the recommendation that the developer install the improvements.

ALTERNATIVE ACTIONS:

1. The Planning Commission may recommend Approval of the delay agreement. Reasons for approval should be stated in the motion.
2. Continue to a Future Meeting Date: This action could be based upon findings that additional information is required prior to rendering a decision or to further consider information.

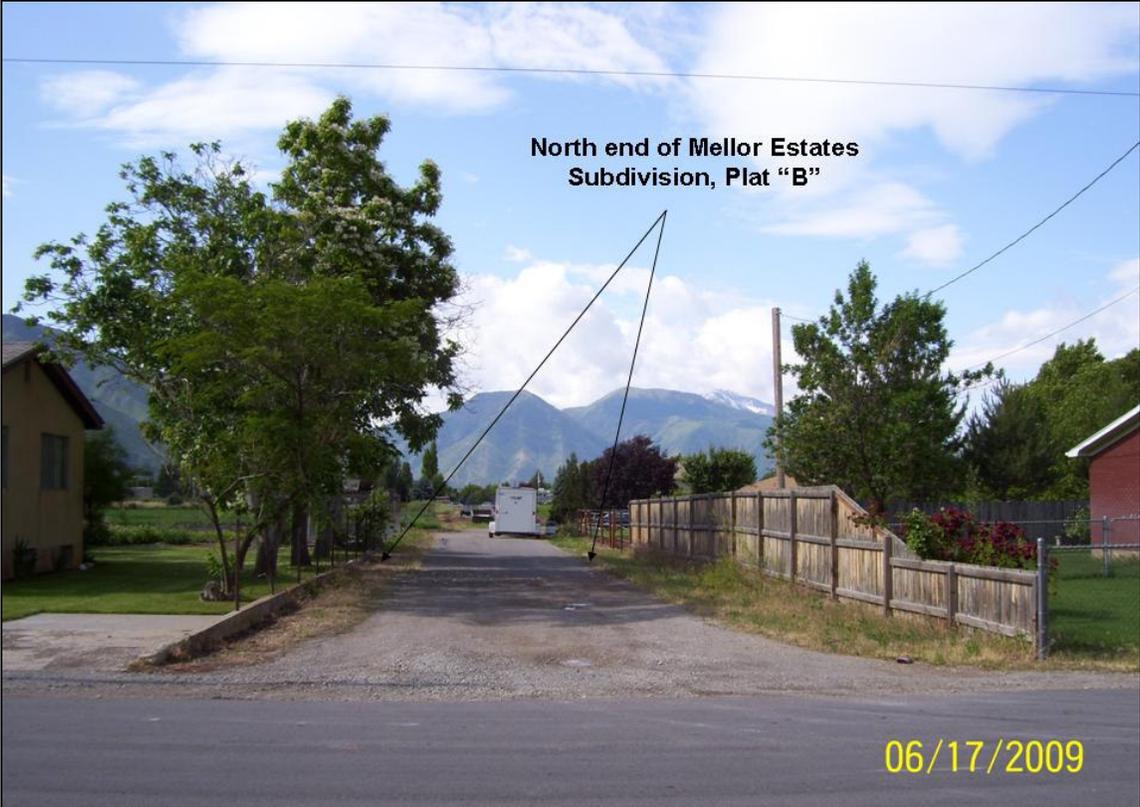
ATTACHMENTS:

1. Recorded Plat – Mellor Estates Subdivision, Plat “B”
2. Construction Drawing – Mellor Estates Subdivision, Plat “B”
3. Letter submitted by Applicant – July 14, 2009
4. DRC Minutes – Mellor Estates Subdivision, Plat “B” Delay Agreement - July 22, 2009

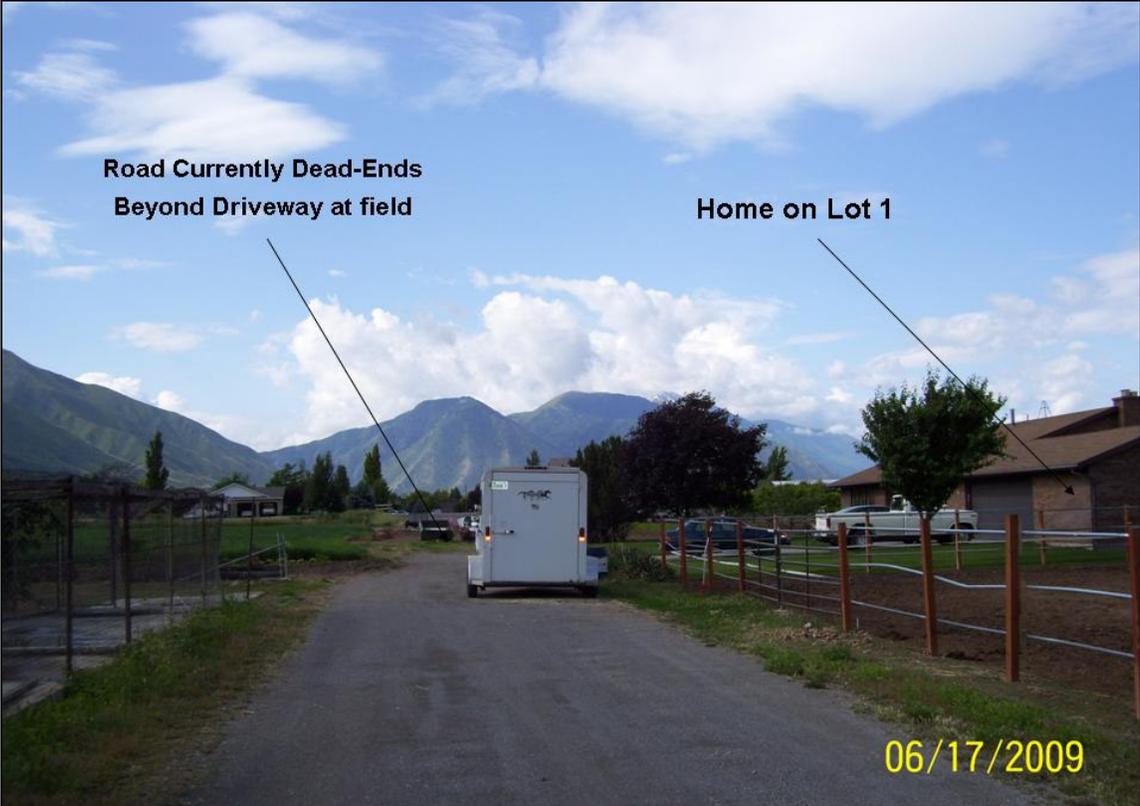
VICINITY MAP:



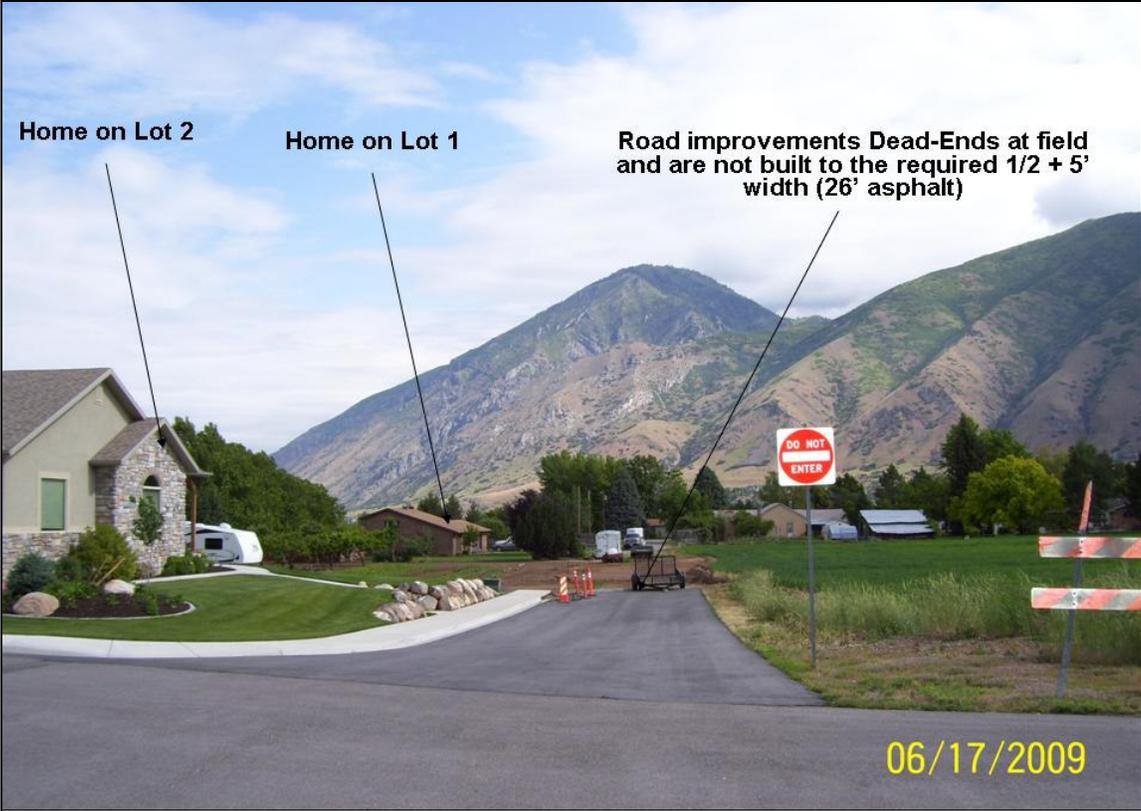
SITE PHOTOS:



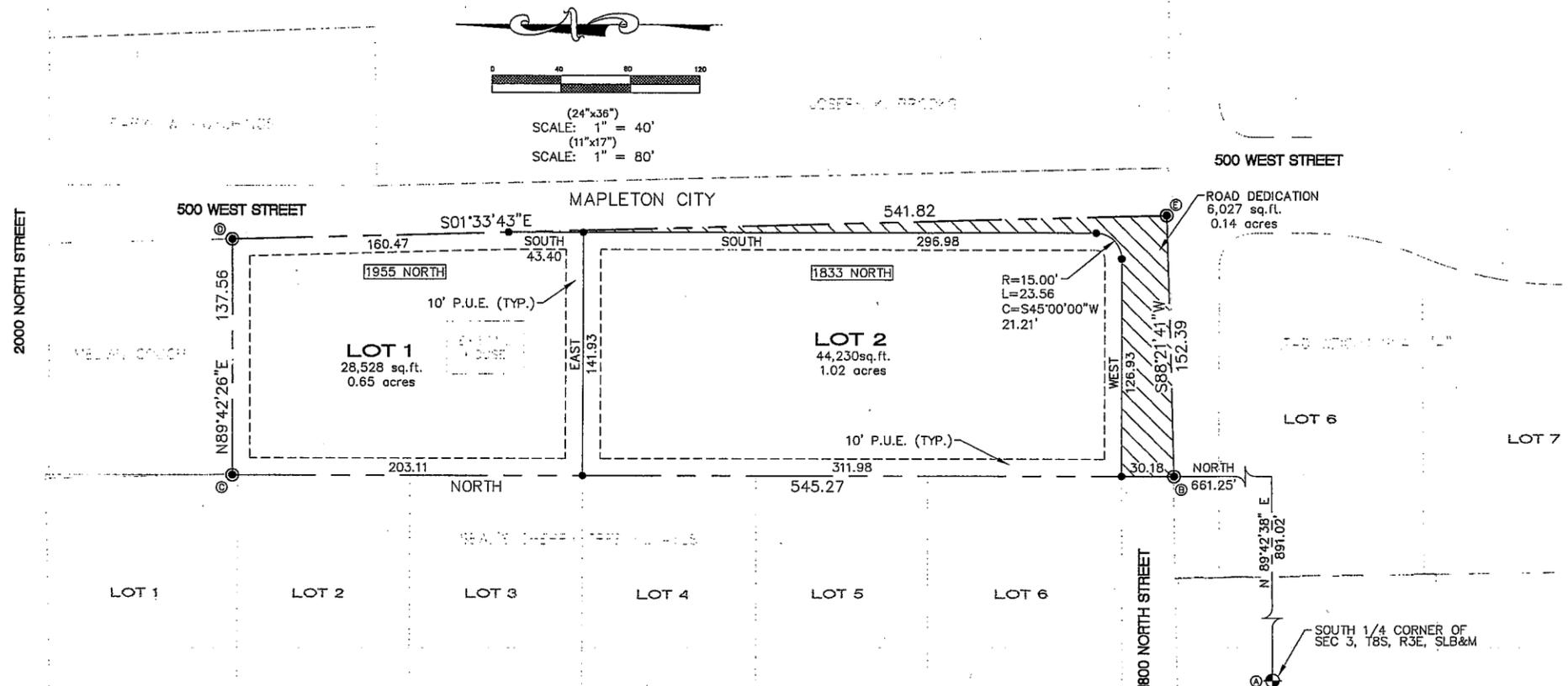
Looking south down 500 West Street from 2000 North



Looking south down 500 West Street

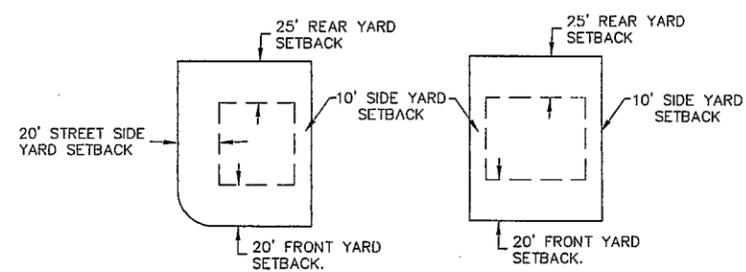
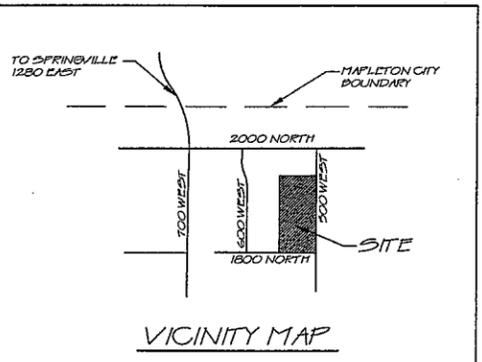


Looking north at the home from 1800 North Street



LAND USE	
TOTAL SITE ACREAGE:	1.81 acres
ACREAGE IN LOTS:	1.67 acres
ROAD ACREAGE:	0.14 acres
TOTAL LOTS:	2
NO. LOTS / ACRE:	1.1

OWNER/DEVELOPER
LOUIS MELLOR
1955 NORTH 500 WEST
MAPLETON, UT 84664



- NOTES:
- 1.) ALL LOT CORNERS SHALL BE MARKED WITH 5/8" DIAMETER REBAR W/SURVEYOR'S CAP.
 - 2.) ALL UTILITIES ARE INSTALLED. THE CURB & GUTTER WILL BE COMPLETED ALONG LOT 2.

STATE PLANE COORDINATES	
NORTHING	EASTING
A 659,842.00	1,975,500.62
B 660,507.54	1,976,391.35
C 661,052.65	1,976,391.35
D 661,053.35	1,976,528.87
E 660,511.90	1,976,543.63

GRID FACTOR: .99969

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, A.D., 20__

CITY ATTORNEY

RECORDING INFORMATION BLOCK

Recorded in the Official Records of Utah County, State of Utah, on _____, 20__, at _____ M., as Entry No. _____ and Map Filing No. _____ At the request of _____ Fee _____ Utah County Recorder

SURVEYOR'S CERTIFICATE

TRAVIS TRANE DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 5152741 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

COMMENCING AT A POINT LOCATED NORTH 89°42'38" EAST 891.02 FEET ALONG THE SECTION LINE AND NORTH 861.25 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
NORTH	545.27	
N89°42'28"E	137.56	
S01°33'43"E	541.82	
S86°21'41"W	152.39	TO THE POINT OF BEGINNING

PARCEL CONTAINS 1.81 ACRES

DATE: April 12, 2004

SURVEYOR: Travis Trane

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 15th DAY OF April, A.D. 2004.

Louis E Mellor, Margo W Mellor, David Mellor, Margo W Mellor

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF UTAH) S.S.

ON THE 15th DAY OF April, A.D. 2004 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES 4-1-06

DIANNE B. WITTMER, Notary Public

ACCEPTANCE BY LEGISLATIVE BODY

THE City Council of Mapleton, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 27 DAY OF April, A.D. 2004.

APPROVED: Robert D. Danvers, ENGINEER

ATTEST: Darrin Watson, CLERK-RECORDER

BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

CITY-COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL

APPROVED THIS 8 DAY OF April, A.D. 2004, BY THE PLANNING COMMISSION

DIRECTOR-SECRETARY: Margo W Mellor
CHAIRMAN, PLANNING COMMISSION: Lois A. Thorne

PLAT "B"

MELLOR ESTATES

A RESIDENTIAL SUBDIVISION

MAPLETON, UTAH COUNTY, UTAH

SCALE: 1" = 40 FEET

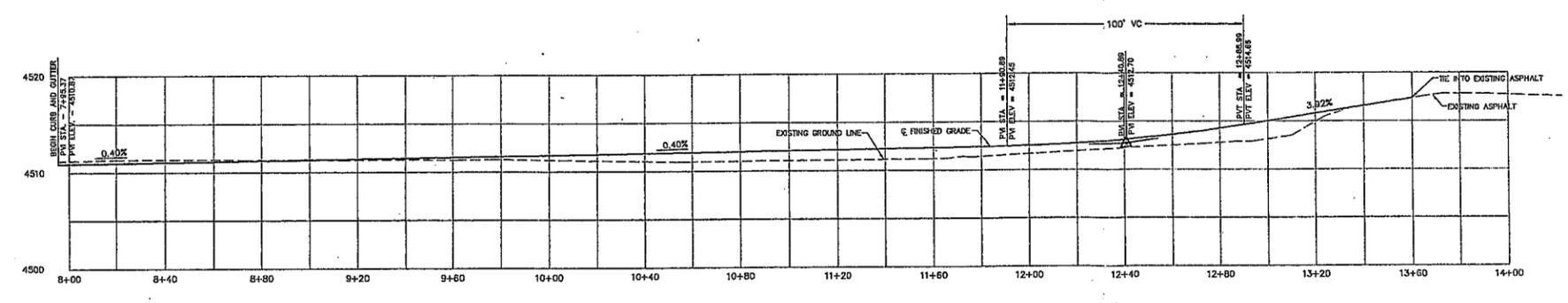
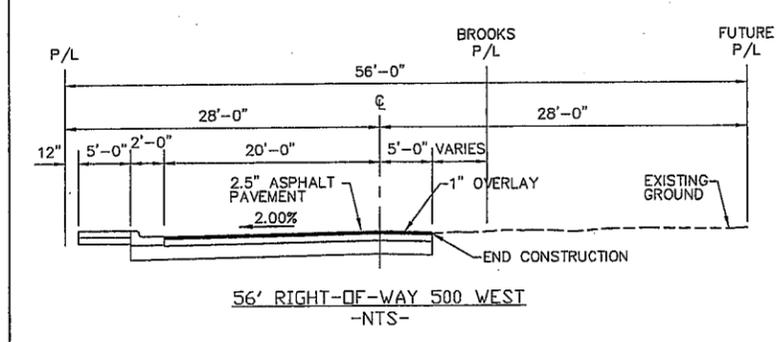
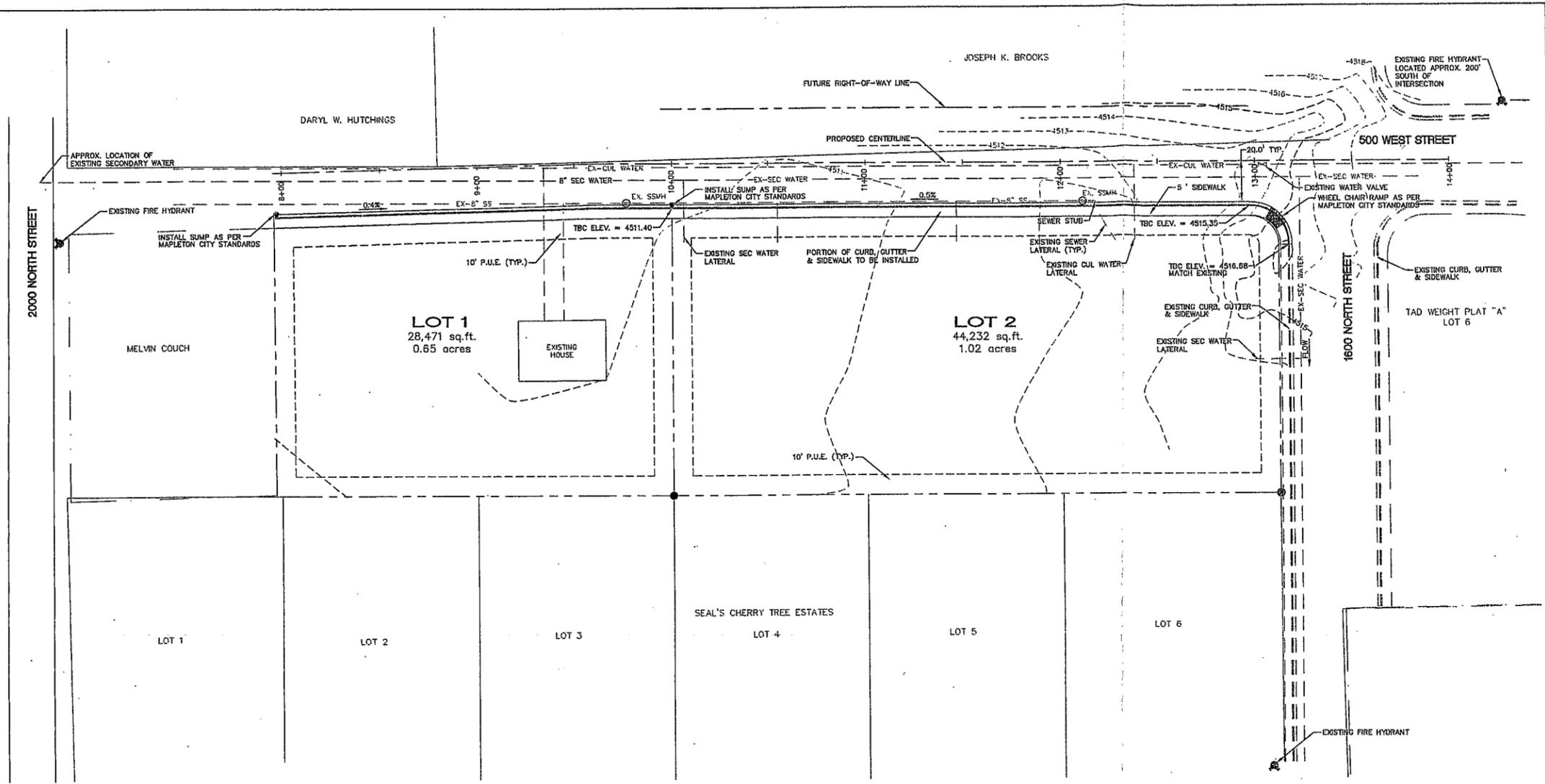
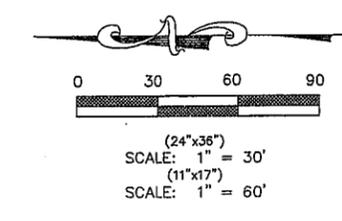
NOTARY PUBLIC SEAL: TRAVIS TRANE, No. 5152741

CITY-COUNTY ENGINEER SEAL: ROBERT D. DANVERS, No. 142870

CLERK-RECORDED SEAL: DIANNE B. WITTMER, No. 142870

10451

Sec. 3 T8S R3E TA 140



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1			THT
2			TGT
3			11/18/03
4			

TRANE ENGINEERING, P.C.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

MAPLETON, UTAH

MELLOR ESTATES
 A RESIDENTIAL SUBDIVISION

UTILITY PLAN/STREET PROFILE

JOB MELLOR
 SHEET NO. 1 OF 1

X:\old_j-drive\mellor\mapleton\dwg\utility.dwg

Attachment # 3

RECEIVED

JUL 14 2009

MAPLETON CITY

14 July 2009

Mapleton City
125 West 400 North
Mapleton, Utah

Re: Delayed agreement proposal

Dear Mapleton City

We would like to propose a delayed agreement for the bond held for the road in front of our home. We have the following reasons why it should be delayed:

1. The neighbors with property connecting to our property enjoy the open space.
2. We flood irrigate from the Brooks property to the east of our property. They flood irrigate, which overflows to our property.
3. The road would be too narrow. It could only be a one way road.
4. We would like to delay until the Brooks develop or at such time that we would like to develop our two remaining lots.
5. We would like to propose that we deposit the bond held by Mapleton City in an account with the specific purpose of development of roadway.

Chris and Kim Orndorff our neighbors, have already approached the City Council with their concerns. Please let us know the decision of the city or if any further actions need to be taken by us.

Sincerely



Louis E Mellor

1833 N 500 W

Mapleton, Utah

MAPLETON CITY DEVELOPMENT REVIEW COMMITTEE MINUTES

Wednesday, July 22, 2009 at 8:30am

125 West Community Center Way (400 North), Mapleton, Utah 84664

Louis E. Mellor, agent for Mellor Estates Subdivision, Plat "B", requests approval of a delay agreement for bonded roadway improvements. The subdivision is located generally at 1833 North 500 West, in the RA-2 Zone.

Applicant Phone Number: (801) 361-7418

Applicant E-mail: louise51@q.com

Application Submitted: July 14, 2009

Community Development Department

Cory Branch, Planning Director, Phone: (801) 806-9101, Fax: (801) 489-5657

Email: cbranch@mapleton.org

Matt Brady, Planner I, Phone: (801) 806-9108, Fax: (801) 489-5657

Email: mbrady@mapleton.org

1. The Applicant has stated that Mat Evans and Diane Wittusen were preparing a delay agreement for Mellor Estates Subdivision, Plat "B". Neither Mat nor Diane currently work for Mapleton City. Staff has reviewed the subdivision files and cannot find any written documentation showing that a delay agreement was being prepared. However, the City Engineer at the time, Carl Cook, did express concerns in a letter to Mat Evans saying that the improvements shown on the plan and bonded for were not being completely installed as per the approved plans (see Attachment #1).
2. Mapleton City Code 17.16.010(D) states: "*Notwithstanding the other provisions of this section, for subdivisions containing one lot, the city council, subject to the prior recommendation of the planning commission, may authorize an indefinite delay of the construction of improvements. However, a cash bond equal to the estimate of cost for the required improvements must be posted with the city prior to final plat recording. (Ord. 2002-04, 3-20-2002)*" (bolding added). Based on this section of code, it is the opinion of Staff that Mellor Estates Subdivision, Plat "B" would not qualify for a delay agreement, due to the fact that it is a 2-lot subdivision, and not a subdivision "*containing one lot.*"
3. According to Mapleton City records, Mapleton City originally received a \$35,185.00 cash construction bond from the Applicant with his building permit application (Building Permit # 3845, for the home at 1833 North 500 West) on May 18, 2005 (the City Engineer's bond estimate actually called for a \$37,442.50 bond – the reason for this discrepancy is unknown). A first bond release was approved for the Applicant in the amount of \$2,721.50 on March 29, 2005. A second bond release was approved for the Applicant in the amount of \$4,648.50 on June 22, 2005 (see Attachment #2). The remaining balance of the cash bond that Mapleton City is currently holding is \$27,815.00.
4. Please review the Engineering and Public Works comments below and let us know which of the three options you wish to pursue. If you choose to proceed with the proposal of the delay agreement, rather than completing the work or the City completing the work, you will need to go to Planning Commission for recommendation and City Council for a final decision.

Engineering and Public Works Division

Gary Calder, City Engineer, Phone (801) 489-6253, Fax (801) 489-5179

E-mail: gcalder@mapleton.org

Scott Bird, Public Works Operations Director, Phone: (801) 489-6253, Fax: (801) 489-5179

Email: sbird@mapleton.org

1. In a prior discussion with Eddie Mellor three options were discussed:
 1. Install the improvements as was approved.
 2. Mapleton City forecloses on the bond and hires contractor to complete development. Any surplus monies will be refunded, and any shortage of funds will be liened on the property.
 3. Developer obtains a delay agreement with the City Council.

Engineering and Public Works recommends that the improvements be installed by the developer, with no delay agreement.

2. Attached is a revised bond report (see Attachment #3) showing the increase of labor and materials. Any delay agreement as requested should have a time element involved, and a clause regarding increase of cost.

ATTACHMENTS:

1. Last Bond Inspection Letter from Carl Cook – 6/22/05
2. Last Bond Estimate (Release No. 2) – 6/22/05
3. Revised Bond Estimate with Current Labor & Materials Costs

Attachment #1



RB&G
ENGINEERING
INC.

June 22, 2005

Mat Evans
Mapleton City Corporation
35 East Maple Street
Mapleton, Utah 84664

Re: Mellor Estates Two Lot Subdivision
Inspection of Work Completed to Date

Dear Mat:

I have completed an inspection of the Mellor Estates Subdivision as requested. Based upon my inspection, there are a couple of issues of concern that were identified that I wanted to communicate to you.

Only a portion of the work that was intended to be completed has been done. It is my understanding that the pavement was to be constructed at a width of one-half plus 5 feet (a total of 26 feet) to connect from 1800 North to 2000 North, across Lots 1 and 2. The portion of the pavement that has been constructed has a width of only 21.5 feet. The pavement has been constructed in front of the new house at 1833 North (Lot 2), but only extends about 40% across the frontage of the Lot. Since no work is being done on the remaining portions of the frontage, there does not appear to be any intent to extend the street the full distance that was anticipated to connect to 2000 North.

If there are any questions, please call me.

Sincerely,

RB&G Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Carl L. Cook'.

Carl L. Cook, P.E.
City Engineer

1435 WEST 820 NORTH
PROVO, UTAH 84601-1343

PROVO 801-374-5771
SALT LAKE CITY 801-521-5771

MELLOR ESTATES TWO-LOT SUBDIVISION
Bond Release No. 2
 June 22, 2005

Item	Description	Quantity	Unit	Unit Price	Total Cost	Total Completed
1. Roadway						
	Excavation and Fill	560	cu. yds.	\$9.00	\$5,040.00	\$1,210.00
	Base Gravel	604	tons	\$8.50	\$5,134.00	\$1,450.00
	Asphalt (510)(26)(.29)(146)+2000	281	tons	\$36.00	\$10,116.00	\$2,400.00
	Curb and Gutter	520	feet	\$8.00	\$4,160.00	\$1,120.00
	Sidewalk	510	feet	\$8.50	\$4,335.00	\$1,190.00
	Sump	2	each	\$3,200.00	\$6,400.00	\$0.00
2.	Sewer - Already Installed				\$0.00	\$0.00
3.	Water - Already Installed				\$0.00	\$0.00
4.	6" Secondary Water Line	210	feet	\$10.75	\$2,257.50	\$0.00
		TOTAL ESTIMATE			\$37,442.50	\$7,370.00
					Less Amount of Release No. 1	\$2,721.50
					Total Amount of Release No. 2	\$4,648.50



June 22, 2005

Carl L. Cook, P.E.
 City Engineer

Attachment #3

Bonding Report from Mapleton City Engineering
Bond Mellor Estates 7-28-09

SUBDIVISION - Mellor Estates Subdivision						Bonding Release Summary			
Plat "B"									
Address - 1833 North 500 West									
Improvement Totals									
Item #	Description	Unit	Quantity	Unit Cost	Total Bond Amount	#1 Bond Release 1/2/2009	#2 Bond Release 1/2/2009	#3 Bond Release 1/2/2009	Remaining Bond Amount
Site Grading									
1	Clearing and Grubbing	LS	1	\$2,000.00	\$2,000.00				2,000.00
2	Rough Grading	LS	0	\$2,500.00	\$0.00				0.00
3	Other	EA	0	\$0.00	\$0.00				0.00
4	Other	EA	0	\$0.00	\$0.00				0.00
Total Site Grading =					\$2,000.00				
Sewer System									
5	Mainline Sewer 8"	LF	0	\$25.00	\$0.00				0.00
6	Manholes 4'	EA	0	\$2,200.00	\$0.00				0.00
7	Manholes 5'	EA	0	\$2,500.00	\$0.00				0.00
8	Sewer Laterals 4"	EA	0	\$1,200.00	\$0.00				0.00
9	Concrete Collar	EA	0	\$350.00	\$0.00				0.00
10	Other	EA	0	\$0.00	\$0.00				0.00
Total Sewer System =					\$0.00				
Water System									
11	Mainline 8" DIP 52	LF	0	\$25.00	\$0.00				0.00
12	1" Service Laterals	EA	0	\$1,000.00	\$0.00				0.00
13	Fire Hydrant	EA	0	\$3,500.00	\$0.00				0.00
14	Concret Collar	EA	0	\$250.00	\$0.00				0.00
15	Other	EA	0	\$0.00	\$0.00				0.00
Total Water System =					\$0.00				
Secondary Water									
16	Mainline 8" PVC C-900 Purple	LF	210	\$20.00	\$4,200.00				4,200.00
17	Single Service Laterals	EA	0	\$1,000.00	\$0.00				0.00
18	Double Service Laterals	EA	0	\$1,400.00	\$0.00				0.00
19	Other	EA	0	\$0.00	\$0.00				0.00
20	Other	EA	0	\$0.00	\$0.00				0.00
Total Secondary Water =					\$4,200.00				
Roadway									
21	Asphalt 2.5" w/ 8" Roadbase	SF	9,880	\$2.00	\$19,760.00				19,760.00
22	Asphalt 1" Overlay	SF	0	\$0.75	\$0.00				0.00
23	24" Curb & Gutter w/ base	LF	380	\$18.00	\$6,840.00				6,840.00
24	5' Sidewalk w/ base	LF	380	\$21.00	\$7,980.00				7,980.00
25	Handicap Ramp	EA	0	\$1,000.00	\$0.00				0.00
26	Temporary Turnaround	LS	0	\$5,000.00	\$0.00				0.00
27	Other	EA	0	\$0.00	\$0.00				0.00
28	Other	EA	0	\$0.00	\$0.00				0.00
Total Roadway =					\$34,580.00				
Storm Drain									
29	Inlet Box	EA	0	\$1,800.00	\$0.00				0.00
30	Sump	EA	2	\$5,800.00	\$11,600.00				11,600.00
31	15" Storm Drain RCP	LF	0	\$20.00	\$0.00				0.00
32	18" Storm Drain RCP	LF	0	\$35.00	\$0.00				0.00
33	24" Storm Drain RCP	LF	0	\$40.00	\$0.00				0.00
34	4' Diameter Manhole	EA	0	\$1,500.00	\$0.00				0.00
35	5' Diameter Manhole	EA	0	\$2,000.00	\$0.00				0.00
36	Storm Water Detention Pond	EA	0	\$10,000.00	\$0.00				0.00
37	Storm Water Prevention	EA	0	\$5,000.00	\$0.00				0.00
38	Concrete Collar	EA	0	\$350.00	\$0.00				0.00
39	Other	EA	0	\$0.00	\$0.00				0.00
40	Other	EA	0	\$0.00	\$0.00				0.00
Total Storm Drain =					\$11,600.00				
Miscellaneous Items									
41	Stop Signs	EA	0	\$300.00	\$0.00				0.00
42	Street Signs	EA	0	\$300.00	\$0.00				0.00
43	Roadway Patching	LS	0	\$0.00	\$0.00				0.00
44	Power Pole Relocation	EA	0	\$10,000.00	\$0.00				0.00
45	Mailbox	LS	0	\$1,000.00	\$0.00				0.00
46	Other	EA	0	\$0.00	\$0.00				0.00
Total Miscellaneous Items =					\$0.00				
TOTAL IMPROVEMENT COST =					\$62,380.00				
Note All concret to meet current minimum sandards prior to Final Release.						#1 \$0.00	#2 \$0.00	#3 \$0.00	Total Release \$0.00
						Bond Amount to Retain =			\$52,380.00
Note: Mapleton City Code 17.20.020 After the third partial release a service charge of \$100.00 shall be added to each requested bond release.									
Inspectors Notes									
1	Revised bond amount used the quantities used in the original bond.								
2	Revised bond amount has removed 140' of improvements								
3									