

**CLOSED SESSION:** A closed session will be held at 5:30 p.m. for property acquisition.

**FARMINGTON CITY COUNCIL MEETING  
NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, December 1, 2015, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

*Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.*

The agenda for the meeting shall be as follows:

**CALL TO ORDER:**

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

**NEW BUSINESS:**

7:05 Discussion regarding Parking at the Legacy Events Center

7:10 Update on North Station Development and Market Study Request/Class A Office Park next steps

7:30 Discussion regarding the Retirement Health Savings (RHS) Plan for Fire

7:40 Plummer Conservation Easement Amendment Request (Viking Ranch)

8:00 650 West and Clark Lane Street Cross Section Request – Clark Lane Apartments

**SUMMARY ACTION:**

8:10 Minute Motion Approving Summary Action List

1. Resolution Adopting the Water Conservation Plan

**GOVERNING BODY REPORTS:**

8:15 City Manager Report

1. Executive Summary for Planning Commission held on November 19, 2015
2. Fire Monthly Activity Report for October 2015

8:20 Mayor Talbot & City Council Reports

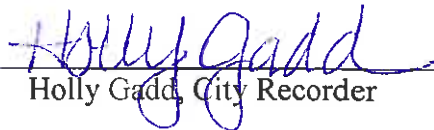
**ADJOURN**

**CLOSED SESSION**

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

DATED this 25th day of November, 2015.

**FARMINGTON CITY CORPORATION**

By: \_\_\_\_\_  
Holly Gadd, City Recorder

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

*In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.*

## CITY COUNCIL AGENDA

For Council Meeting:  
December 1, 2015

### **S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance**

It is requested that City Councilmember Brigham Mellor give the invocation to the meeting and it is requested that City Councilmember Jim Young lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:  
December 1, 2015

**S U B J E C T:** Discussion regarding Parking at the Legacy Events Center

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

Dave Hansen with the Legacy Events Center will be leading this discussion.

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

## CITY COUNCIL AGENDA

For Council Meeting:  
December 1, 2015

**S U B J E C T:** Update on North Station Development and Market Study Request/Class  
A Office Park next steps

### ACTION TO BE CONSIDERED:

See enclosed staff report for recommendation.

### GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim.

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: November 19, 2015

**SUBJECT: UPDATE ON NORTH STATION DEVELOPMENT AND MARKET STUDY REQUEST**

### RECOMMENDATIONS

Have a general discussion on proposed projects in the North Station Development (future office park) area and the initial steps to be addressed in the near future.

By motion, approve the request to authorize the City to contribute up to 20% (not to exceed \$10,000) subject to invoice verification for a market study of potential uses. Conditions of approval are as follows:

1. The City will receive a copy of the market study once completed which will become a public document.
2. Chartwell Capital Partners will have primary responsibility for conducting the study but will keep the city informed as to scope of work and other general questions which may arise during the course of the study.
3. Chartwell agrees to discuss with the City Council in a future work session format the summary results of the market study as it relates to the potential future office park and related uses.
4. Per the attached letter Chartwell represents they are a significant property owner of approximately 80 acres in the study area and that they are working with other property owners in the study area who together add another 80 acres to the study area.
5. Chartwell represents the marketing study may include additional properties in the area above the approximately 160 acres if deemed needed by the study consultant.
6. The primary purpose of the market study and the reason the City will assist is it will aid the City and area property owners in preparing a relevant traffic study (based on proposed uses) and will also allow issues of wetlands, road

placement, storm drainage and other public infrastructure questions to be clarified.

## **BACKGROUND**

For years the City has contemplated a future Class A Business Park in the area north of Station Park. Multiple property owners exist in this area. Chartwell has done some initial master planning but wishes to do an in depth market study for their property and other properties in the area. This study is important for multiple reasons as outlined above. Some applications for assisted living, apartments, and retail uses have already been approved in the immediate area. A major north/south arterial road is planned for the area but the actual placement of the road is dependent on many issues not the least of which is storm drainage, neighboring uses, market demand, absorption, wetlands and the potential future Shepard Lane Interchange.

The City is also working with a property owner who will shortly be submitting an assisted living center proposal for approximately 15 acres in the area immediately north of Burke Lane and east of the DRWG trail. Staff has explained to this developer that traffic from their project (while likely minimal) will have to be considered in light of the continuing traffic pressures in the Park Lane area. Multiple other developers are "sniffing the wind" as to what may or may not be allowed in the project area. The City's primary concerns are that we do not plan the area one small parcel at a time. We must have a unified plan which at the end of the day will assist all property owners in the area with an orderly development process. Chartwell and the Assisted Living Developer have met with staff on 30,000 foot issues and Chartwell provided the attached letter as a result of those discussions. Staff is recommending assisting with the market study as a major first step in a very large project area. This project currently affects many property owners and will be larger than Station Park in size once fully built out.

Respectfully Submitted

A handwritten signature in black ink that reads "Dave Millheim". The signature is written in a cursive, flowing style.

Dave Millheim  
City Manager



Mr. Dave Millheim  
City Manager, Farmington City  
160 South Main Street  
Farmington, Utah 84025

November 19, 2015

RE: North Station Development

Mr. Millheim:

It was a pleasure to meet with you yesterday morning. Per our discussion, Chartwell Capital Partners has forged relationships with several property owners, who have agreed to let us lead the process of creating a master plan for the North Station development. All told, the aggregate area we are currently referring to as North Station includes the majority of the property North of Burke Lane/Red Barn Lane; South of Shepard Lane (excluding Kaysville parcels); West of Interstate 15 and North of 350 East/1875 West. We don't represent all the property owners in this area, however, we have an alliance with property owners that hold approximately 160 acres in total.

The ownership group of Chartwell Capital Partners has asked that I take the lead on this project and immediately engage:

- 1) A marketing study of the North Station area;
- 2) Armed with a marketing study, engage a traffic engineer to determine the impact of the proposed developments. This study will also take into account the impact of the current developments in and around Park Lane – developments as constituted, under construction and proposed for development;
- 3) Engage a Civil Engineer to help analyze current and proposed utilities in the area. Chief among them being sanitary sewer and storm drain systems, which can significantly impact development and the location of public streets.
- 4) Wetlands. Like the public utilities, these need to be analyzed prior to streets and public utilities.

Per our discussion, we are requesting that Farmington City contribute 20 percent of the cost of the marketing study, which we anticipate to total \$50,000. I look forward to working with you on this development and being actively engaged in the design of the internal street system; public utilities, zoning and detention areas for this development. Thank you for your time and attention to this matter.

**Ken Stuart**

Director of Project Development  
Chartwell Capital Partners  
[ken@chartwellcp.com](mailto:ken@chartwellcp.com)





# FARMINGTON CITY

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DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: December 1, 2015

SUBJECT: **CLASS A OFFICE PARK AREA NEXT STEPS**

### RECOMMENDATION

A vote is not anticipated for this item, but rather it is intended for discussion purposes only in order to receive guidance from the Mayor and City Council regarding present and future planning efforts in the Class A Office Park Area north of Shepard Creek west of I-15 (approximately 240 acres).

### BACKGROUND

On September 17, 2015, City staff (Dave Petersen, Eric Anderson, and Chad Boshell) had a initial meeting with Julie Haltman, Bob Murri, and others, regarding their short and long term development plans for property (14.5 acres) located on the northwest corner of 1525 West and Burke Lane in an OMU (Office Mixed Use) zone. Ms. Haltman is the property owner. She desires to develop an assisted living/retirement community on the site. Mr. Murri represents Assent Construction, a possible contractor for the project. As part of a conceptual plan, the developer is requesting that the City amend its regulating plan by moving the alignment of a north/south principal road which connects 1100 West with a possible interchange at Shepard Lane and I-15. Staff provided comments and expressed concern about the request, including among other things, the impact to adjacent properties.

A meeting with Jeff Hawkes and Ken Stuart and the aforementioned group was eventually scheduled [note: Mr. Hawkes is one of the owners and Mr. Stuart is the property manager for the 85 acres north of the Haltman site]. This meeting was held on Wednesday, November 18, 2015, and also included Dave Millheim (but not Chad Boshell). Mr. Hawkes and Mr. Stuart, are willing to work with Haltman but strongly recommend that the City look at the overall transportation plan for the area before amending its regulating plan and adding one more use to exasperate traffic on Park Lane. Mr. Hawkes and Mr. Stuart also mentioned that they are working with other large property owners in area including Bailey, Christensen, and Ament Inc.

The following next steps were determined at the meeting for City Council discussion and consideration.

1. Marketing Study. Hawkes and Stuart are now pursuing a comprehensive marketing study for the area, and are also asking for City participation in this effort. Perhaps the market, more than anything will drive any necessary change to the transportation network.
2. Wetland Study. Hawkes and Stuart are willing to update the wetland map for the area. The location of wetlands will also significantly drive street alignment.
3. Storm Drain. Narrow stream and water channels through the UTA rails to trails r.o.w. limit flow and dictate land necessary for detention east of said r.o.w. The marketing study will help project the intensity of use anticipated for the area, which is an essential factor regarding drainage. Storm drain facilities will influence the locations of streets. Hawkes and Stuart will soon select a consultant to conduct a storm drain study.
4. Transportation Study. After obtaining information related to items 1, 2, and 3, the developer will conduct a very thorough transportation analysis, which will be reviewed by the City's traffic engineer, Tim Taylor. Hawkes and Stuart have already selected their traffic consultant for the study.
5. Regulating Plan. Based on the results of the four studies referenced above, Julie Haltman will apply, or not, for a zone text change to amend the regulating plan, and will apply for Project Master Plan approval (PMP).

In consideration of the next steps outline above, the City must determine if it will allow housing in the OMU zone.

**Supplementary Information**

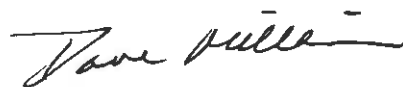
1. Existing Regulation Plan/vicinity map
2. Information provided by Julie Haltman

Respectively Submitted

A handwritten signature in blue ink, appearing to read "David E. Petersen".

David Petersen  
Community Development Director

Review and Concur







































































































































A handwritten signature in blue ink, appearing to read "Dave Millheim".

Dave Millheim  
City Manager

Farmington  
City  
boundary

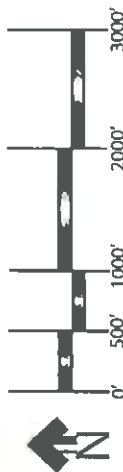
# Hawkes

## Street Network

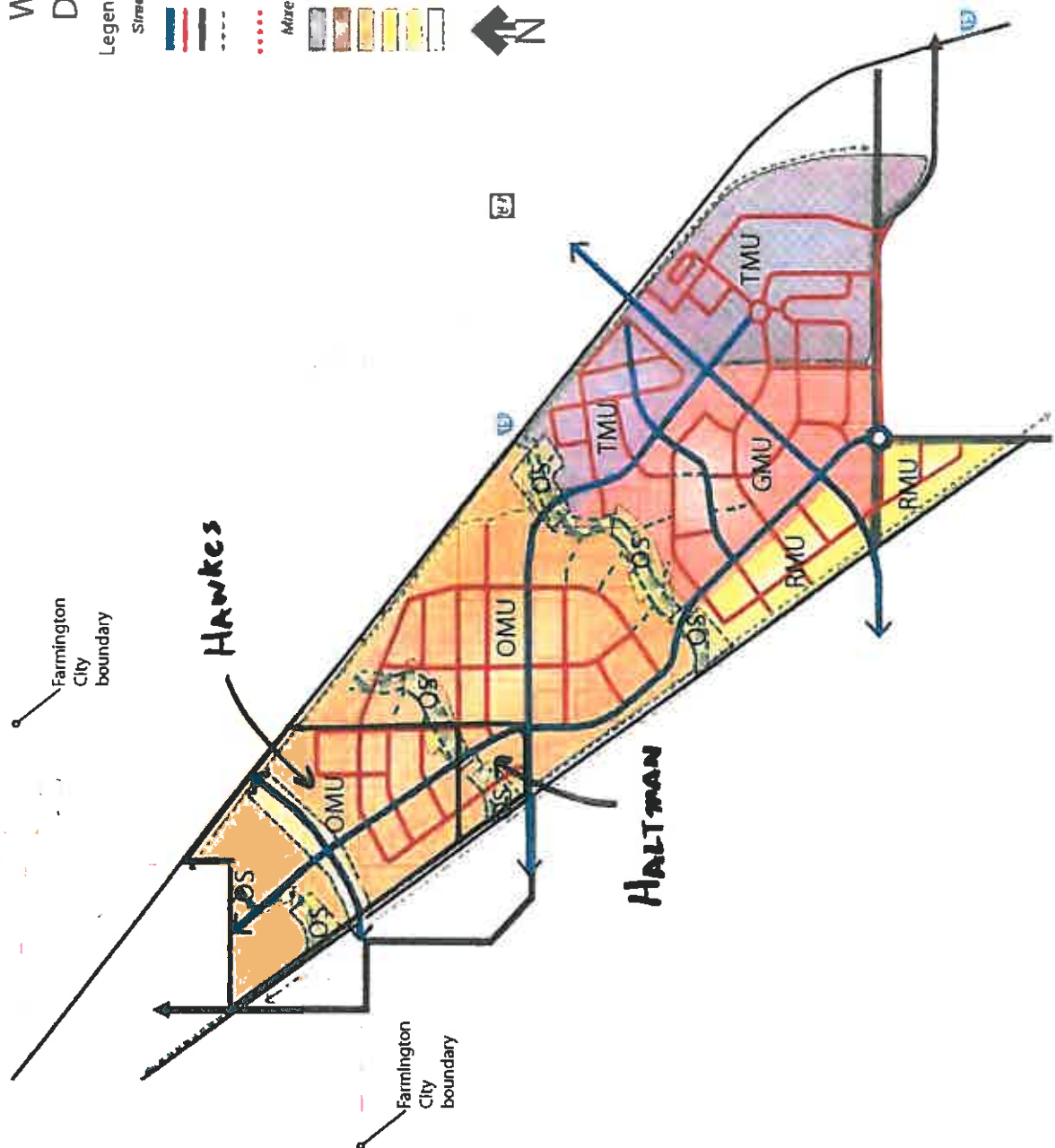







































































































































### Mixed-Use Districts

Figure 1: Island - near Durrat, 1980s.  
 - Island 100 m x 100 m, near Durrat, 1980s.  
 Figure 2: Island - near Durrat, 1980s.  
 Figure 3: Island - near Durrat, 1980s.  
 Figure 4: Island - near Durrat, 1980s.  
 Figure 5: Island - near Durrat, 1980s.



These measures of the quality of the work environment have been used by the Bureau of the Census in the Survey of the Development of the Work Environment in the United States, 1970-1972. The survey was conducted by the Bureau of the Census in the United States and in the Soviet Union, and the results are presented in the report, "The Quality of the Work Environment in the United States and the Soviet Union, 1970-1972". The report is available from the Bureau of the Census, Washington, D.C. 20543.





September 17, 2015

Avanti Assisted Living  
Farmington, Utah

Location: Farmington City Offices

Attendees: Troy Cook, Jackson Ferguson, Bob Murri, Farmington City

### Agenda

- Introduction to Project
  - Avanti
  - Ascent Construction
- Site History
  - Potential Wetlands
    - o Aerial Photography
    - o Wetland Resources Visual Analysis
    - o Fill Material
  - West Farmington Mixed-Use District Regulating Street Plan
    - o Who developed this plan?
    - o Two different iterations – Which is current?
    - o Who is implementing this plan?
    - o Who is building these roads and infrastructure?
- 90 acre development north of our property
  - Does it modify the West Farm Street Plan?
  - Are they dealing with Wetlands?

Meeting Notes:





## Lowe Property Wetland Identification

This is not a wetland delineation, the wetland boundaries are based on visual observation of the vegetation only. Extensive fill material was imported onto the site in 2006 - this study did not attempt to determine if any additional wetlands existed prior to 2006.

Section 14 in T3N, R1W

### Legend

- Project Area
- Wetlands (1.327 ac)

### Projection:

NAD 83 UTM Zone 12N

### Source:

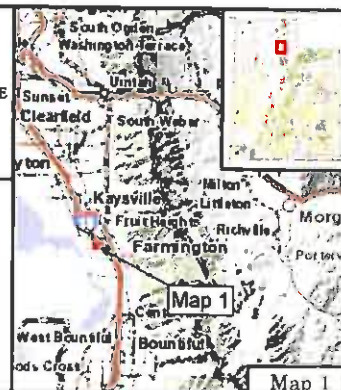
2015 Google Imagery

Survey Performed by  
Todd Sherman

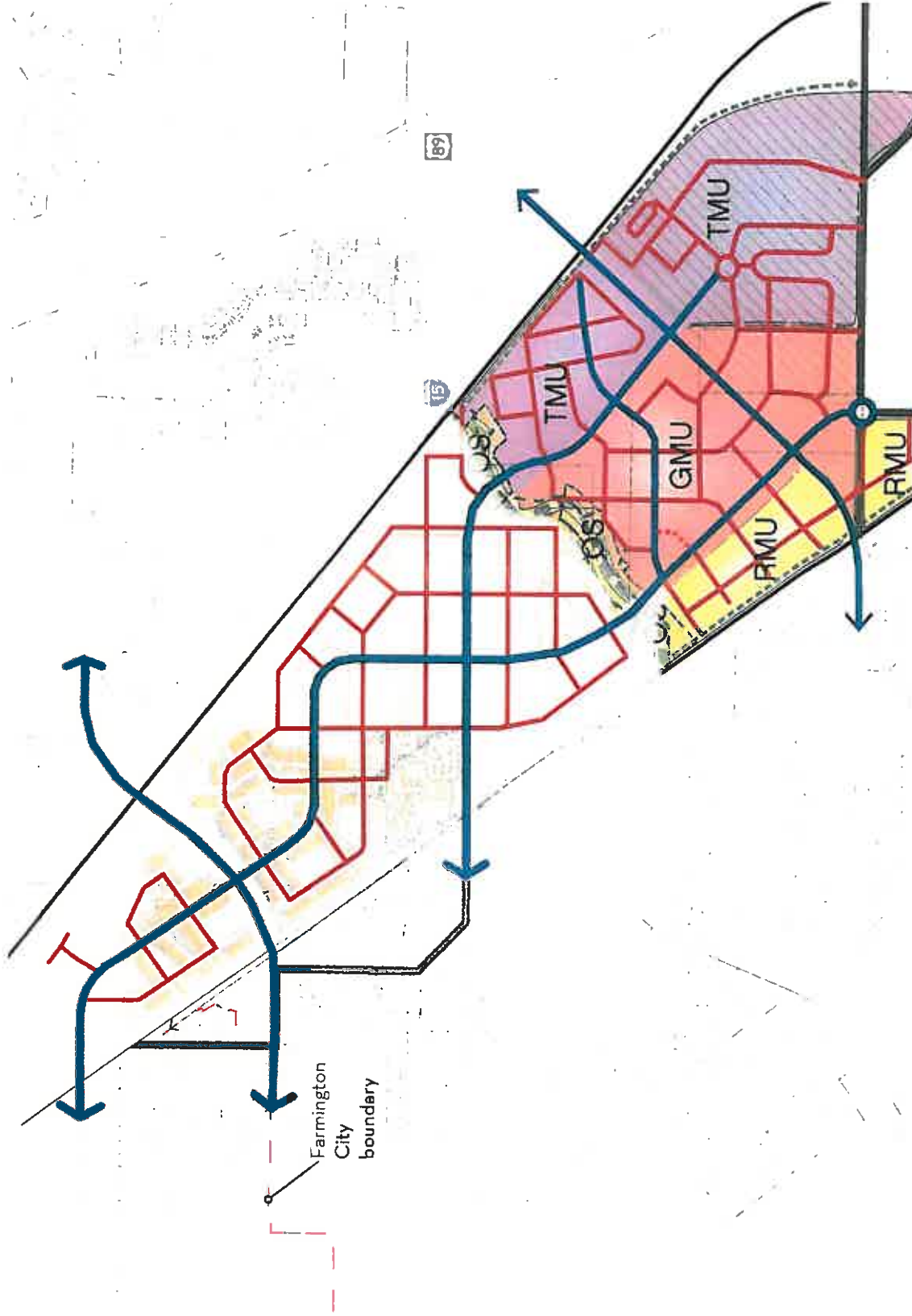


Wetland Resources, Inc.

Created: 5/27/2015  
Author: Cody Mittanck



# DRAFT



FARMINGTON, UTAH  
14 OCTOBER 2015

REGIONAL ROAD NETWORK | DRAFT RECOMMENDATIONS  
NORTH STATION MASTER PLAN & AVANTI SENIOR LIVING MASTER PLAN

## CITY COUNCIL AGENDA

For Council Meeting:  
December 1, 2015

**S U B J E C T:** Discussion regarding the Retirement Health Savings (RHS) Plan for  
Part Time Fire.

### ACTION TO BE CONSIDERED:

Discussion only

### GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson.

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





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DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: November 24, 2015

Subject: **DISCUSS ENDING THE RETIREMENT HEALTH SAVINGS PLAN (RHS) FOR PART TIME FIREFIGHTERS.**

### RECOMMENDATIONS

Discuss the State Retirement audit that the City had, that the City has to pay for the past 3 years of state retirement for part time firefighters that worked over 20 hours per week as the City offers a benefit to these firefighters. It is recommended that the City do away with the Retirement Health Savings Plan (RHS) benefit as of December 31, 2015, in order to not have to pay state retirement for these employees any more.

### BACKGROUND

The State Retirement came and did an audit of the City's policies and payments to the state retirement system. The City has been paying a benefit to the part time firefighters into the (RHS) since 2005. Since we give these employees a benefit they now fall under the regular employee retirement plan and not the firefighters retirement plan, which they have to work 40 hours a week to qualify, but we have to pay state retirement on them if they work over 20 hours a week. We did not know this was the case as the City would have never put this into place if we had known this would happen. The City has no intentions of paying state retirement on these employees. They are part time for this very reason so that the City doesn't have to pay benefits on them. The cost is going to be around \$80,000 to make up these 3 years. It affects 17 employees.

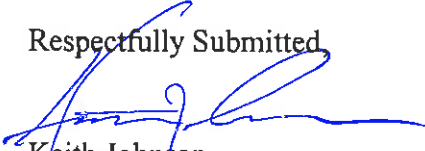
The staff recommends to end the RHS for part time firefighters as of December 31, 2015. This will make it so that the City does not have to pay state retirement on these employees any more. The money that has been put into the RHS would stay there for the employees that it was paid into and these employees would still use it when they retire or quit working for the City. The RHS was paid once a year in January from the Ambulance Enterprise Fund and not from the General Fund. We can pay for the retirement amount from the Ambulance Fund as there is enough in the fund to pay for this, then it would not affect the General Fund. The money that is not paid into the RHS any more would just stay in the Ambulance Fund.



We have talked with Fire Chief Guido Smith and he agrees with the recommendation to end the RHS for the part time firefighters. We will meet with all the firefighters afterwards to inform them of this change.


The State Retirement will figure how much we owe exactly, as the \$80,000 is our estimate. We should know what the actual amount is in the next couple of weeks.

Respectfully Submitted



Keith Johnson,  
Assistant City Manager

Review and Concur,



Dave Millheim,  
City Manager

CITY COUNCIL AGENDA

For Council Meeting:  
December 1, 2015

**S U B J E C T: Plummer Conservation Easement Amendment Request (Viking Ranch)**

**ACTION TO BE CONSIDERED:**

Discussion only

**GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen.

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



# FARMINGTON CITY

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CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: December 1, 2015

SUBJECT: **PLUMMER CONSERVATION EASEMENT AMENDMENT REQUEST**

### RECOMMENDATION

A vote is not anticipated for this item, but rather it is intended for discussion purposes only in order to receive guidance from the Mayor and City Council regarding the new uses proposed by Spencer Plummer for Buffalo Ranch and the staff recommendation related thereto, which includes input from the City Attorney (see enclosed table).

### BACKGROUND

In conjunction with the overall master plan for the Farmington Ranches Conservation Subdivision, and the development thereof, on July 2, 2003, Viking Real Estate LLC conveyed a conservation easement to Farmington City encompassing approximately 300 acres along the City's west corporate limit line next to the marsh lands of the Great Salt Lake. The easement identifies permitted, conditional and prohibited uses, but for the most part, only those uses set forth in Exhibit B thereto are allowed.

Spencer Plummer, representing Viking Real Estate LLC, is requesting an amendment to the conservation easement to allow for the possibility of more uses on the property. Such requests must be reviewed and deliberated in accordance with the City's Conservation Easement Amendment Policy (see enclosed). In preparation for a future public hearing to consider the Plummer request, staff is seeking input from the Council specifically related to the enclosed table which provides a summary of said request and a staff recommendation. Council feedback will help in the final preparation of draft maps, exhibits, etc.

Standard of Review. Conservation easements exist in perpetuity and are intended to provide permanent protection and preservation of the encumbered property, and may be only amended under one or more of the following conditions set forth in Section 7 (see above referenced policy) as follows:

a. The amendment represents a minor or incidental change which is not inconsistent with the conservation values or purposes delineated in the easement.

b. The amendment corrects an error or oversight in the original conservation easement, including, but not limited to: correction of legal descriptions; inclusion of standard language unintentionally omitted; clarification of ambiguous language; clarification of obsolete terms; or clarification to aid in interpretation of the document in the future.

c. The amendment addresses or responds to any condemnation or threat of condemnation of a portion or all of property encumbered by a conservation easement, and preserves, to the greatest extent possible, the conservation values and intent of the original easement.

**Supplementary Information**

1. Proposed new use table with staff recommendation.
2. Proposed conservation easement amendment request, Spencer Plummer, August 31, 2015
3. Farmington City Conservation Easement Amendment Policy
4. Existing Buffalo Ranch Conservation Easement

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager

TABLE:  
Summary of Proposed Uses with Staff Recommendations  
October 20, 2015

Proposed Use by Spencer Plummer	Staff Recommendation*	
	Yes/No	Notes
Baseball Park	Maybe	Too high of an improvement level? Public use? Playing Fields with no lights, etc.?
Cemetery	No	Too high of an improvement level. Maybe as a last resort. Issues: Public? location and ground water?
Bike Course	Maybe	Public use?
Ski Lakes	No	Inconsistent with conservation values of property.
Hay Storage Rental & Sales	Maybe	And if existing cluster of buildings is used.
Renting Ranch Housing	No	Allowed by zoning? No new housing (i.e. is it existing?), Not an accessory use?
Recreational Golf Range	No	Too high of an improvement level. Public use?
Leasing Stalls	Maybe	Expansion of existing cluster of buildings?
Cattle feed lot	No	Inconsistent with conservation values of property
Growing pumpkins or corn	Maybe	Is it an agri-amusement type business?
Pasture and Paddock rental	Maybe	
Raising grass hay & alfalfa	Yes	
Trailer Storage	No	
Wetlands Mitigation Bank	Yes	
Corporate or Executive Mtgs	Maybe	Did this occur before? Is it in an existing building well contained?
Weddings & other Celebratory Parties	No	
Leasing existing office space	No	
Wellness treatment center for adults and use of equine therapy	Maybe	Is it non-profit?
Leasing arena for events	No	

Recreational Archery course	Maybe	Public use?
Vendor shows	No	Probably not
Equine Sports Medicine	?	More information needed
Veterinary Clinic	Maybe	Magnitude of use? What type of animals? Probably not.
Mechanics shop	No	
Rock Climbing	No	Public use?
Gas station	No	
Storage units	No	
Recreational training	?	Public use?
Golf Simulators & Golf Academy for Jr. Athletes	No	
Exclusive Duck Club	No	Prohibited in the easement, and no shooting in City Limits
Recreational RV Campground	No	
55 & Up Community (i.e. Daybreak)	No	
Ranchettes	No	
* Note: Initial response only. Recommendations will be judged by a number factors, including but not limited to: use of existing buildings, how implemented, location of use, public vs. private issues, legal opinions, etc.		

August 31, 2015

**BY CERTIFIED MAIL**

Mayor H. James Talbot and  
Members of the City Council  
Farmington City  
160 S Main  
Farmington, Utah 84025

Re: Amended Conservation Easement with Additional Commercial Uses Request

Dear Mayor Talbot and City Council,

Viking Real Estate, LLC (VRE), d.b.a. Buffalo Ranch is located West of the Farmington Ranches Subdivision consisting of 284 acres all within the corporate limits of Farmington.

Having invested 12 years and millions of dollars in infrastructure and improvements in this property, we love this community and realize VRE can offer more value with our 42 years of experience in business. We envision this large parcel of property as an exciting development and a future playground for Farmington Residents and other citizens in Ogden, Davis & Salt Lake County. Historically a grand scale equine facility and a globally recognized brand, the operations of Buffalo Ranch have raised and been home to the top horses in the world. Today, the ownership has expanded the commercial opportunities of the property, following the trend of the great King Ranch of Texas. We foresee grandparents, parents, and their grandkids spending commercial and recreational time at the Ranch, Park, and/or other activities that can be enjoyed just minutes from I-15, Station Park, and the future development of the Farmington Business Park. The Buffalo Ranch Park will be a place where young adults and families can find recreation, recovery, and regalement. This location will complement the city development of Farmington.

The Buffalo Ranch Park envisions a community on the westerly acreage, which would feature one of the greatest ski lakes available in Davis County for a water front property owner. VRE would expand the lake to the south and another lake west and find ways to offer the community ways to enjoy the property. There are no more water front lots available in Utah. There are several of these planned community ski lakes in Utah that would all be second fiddle to Farmington cities Buffalo Ranch Park. Those in Davis County, such as the East Layton Pond, east of Valley View golf course driving range, are not ideal and are not a benefit to all of the community. A couple of good comparables:

- A mature and highly successful private ski lake is Last Chance Lakes near Vernon, in Tooele County. 19 Lots.
- Still Water Lake Estates in Syracuse. 30 Lots on 50 acres. They recently held their Grand Open House August 15<sup>th</sup>.

These projects are not as ideally located as the Buffalo Ranch Lake Estates in Farmington. We would have over 100 acres dedicated to these lakes, which would be enjoyed by the homeowner, community, wildlife and waterfowl. Some of the easements could be maintained and managed by Farmington City for the open lake. This is an archetype plan to protect and enhance the open space for the Planning Commission, City Council, and Community Development Director. This type of recreational

development and use of the open space of the lakes would continue the moniker "the best city in the world to live in."

With the expanded uses and commercial opportunities of the property, we are requesting to amend our existing conservation easement to better clarify our commercial uses, specifically described in Exhibit B (enclosed) & Map w/legend (enclosed).

Phase 2

Please add the following commercial uses to the Amended Conservation Easement (described in Exhibit B).

VRE property is extremely unique and one of the large tracts doing business in Farmington City. These recreational opportunities allowed are not afforded to many other property owners. These uses will provide priceless memories to the community for generations. For me, the memories that never fade are the times I spent on the lake and around the horses. These approved uses marry the best of my life experiences.

We can provide the detail for each use with supporting research either from business plans, experienced operators, JV partners, or our own 40 years in business. Because Exhibit detail is robust, we can provide in our next meeting.

Please call me if you should need any clarification. Mayor Talbot, I look forward to working more with you and our City Council.

Sincerely,

Spencer D. Plummer  
(801) 884-9505  
arc\_of\_flight@me.com

Cc: Viking Real Estate, LLC; Kelly MacFarlane; Dave Millheim, City Manager; Dave Petersen, Community Development Director



# Viking Real Estate, LLC - EXHIBIT B

## CONSIDERATIONS FOR OPEN SPACE

Use	Area	Building/Pad Description
Baseball Park	2 & 4	That would eclipse Barns Park
Cemetery	2	
Bike Course	2	Carve out a small piece for the Buffalo Ranch Park.
Ski Lakes	3,4,5	Currently 25 acres – see the Farmington City Arial Map for a spectacular view. With the land, lake, and water rights, easily expand to the south and west. This would enhance Farmington City's visibility and increase traffic to Station Park and the other growing Central Farmington Business Parks. Farmington City is the perfect location. The lakes open space would be 1/3 to 1/2 of the property.






## OTHER BUSINESS USES

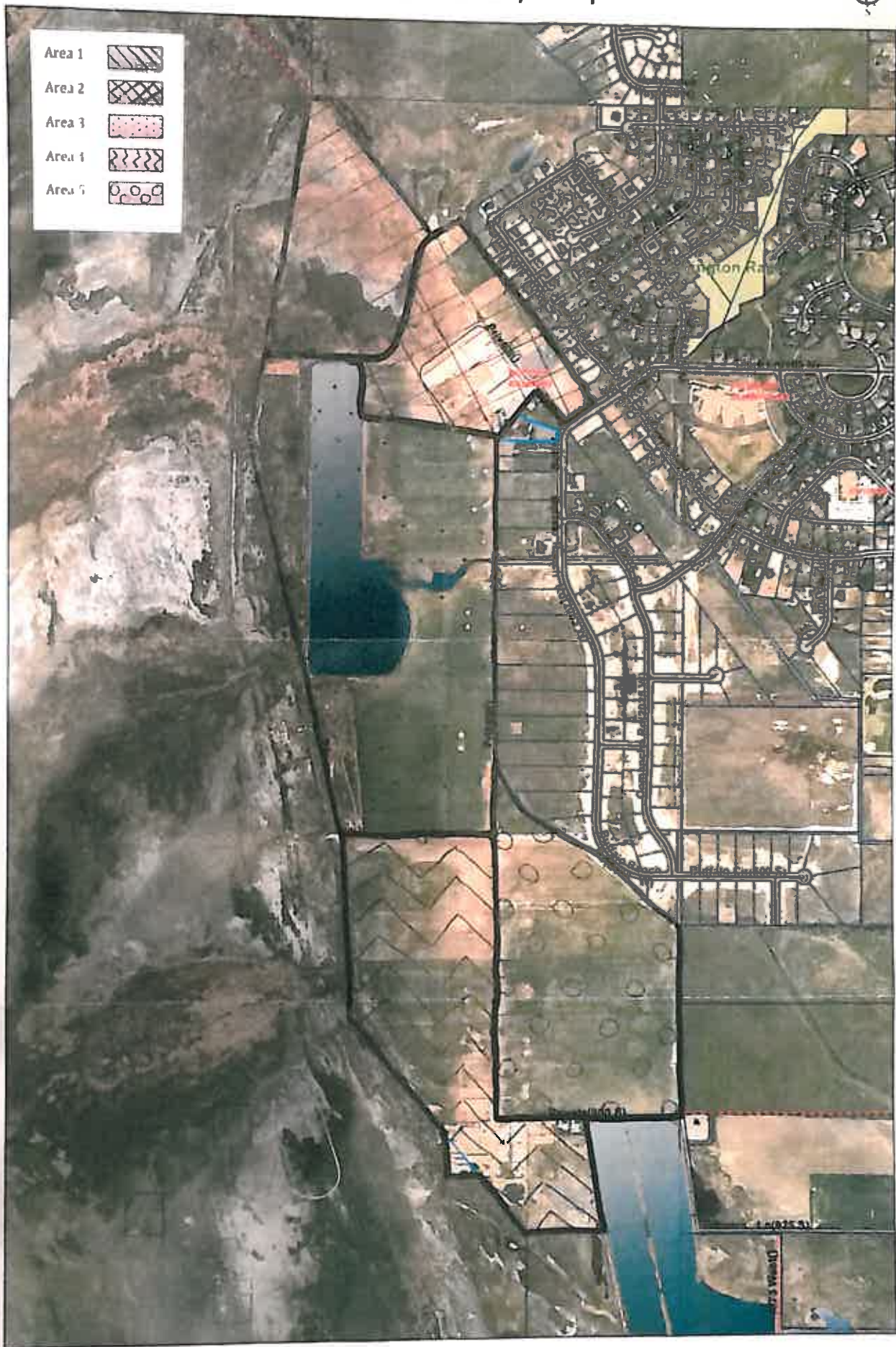
Use	Area	Building/Pad Description
Hay Storage Rental & Sales	ALL	1 & 12
Renting Ranch housing	ALL	2, 8, 9, 10
Recreational Golf Range (heated for winter)	ALL	5 or 6
Leasing Stalls (\$450/month).	ALL	all buildings
Cattle Feed Lot	ALL	
Growing pumpkins or corn	ALL	Expansion as part of commercial business Park for Fall customers
Horse Trainer operations	ALL	(monthly training fee \$800 - \$1,500 per horse in stalls = \$104,000 - \$195,000 = per month training fees). Price varies for discipline.
Pasture and Paddock rental	ALL	
Pasture rental for horse events	ALL	
Raising grass hay & alfalfa	ALL	
Trailer storage	ALL	ALL of our customers have recreational trailers.
Wetlands Mitigation Bank	ALL	Dr. Ron Kass study and delineation complete
Corporate or Executive Meetings	1	1 Includes 3rd Floor & 1st Floor Conference Room
Weddings & other Celebratory Parties	1	1
Leasing existing office space	1	1 & 2 Bldg. 1 = 34,500 sq. ft.
Wellness treatment center for adults and use of equine therapy	1	1 & 2 ...and adjacent fields for horses.
Leasing Arena for events	1	1 & 7
Recreational Archery course	1	1 & 7
Vendor shows	1	1 & 7 AQHA, NCHA and other shows that Legacy Events Center refers to Buffalo Ranch.
Equine Sports Medicine	1	ALL Therapeutic training in swimming pools with treadmills designed for horses (has been done for over 20 years).
Veterinary Clinic	1	ALL
Mechanics shop	4	11
Rock Climbing	4	Silos Two Blue Silos
Gas station	1 or 5	Pasture 1 i.e.' Kaysville Barns Park Maverik gas station (a home run for the citizens)
Storage Units	1, 2 & 4	5 & 6
Recreational training	1,2,3	1 & 7 Soccer, Lacrosse, Baseball, Hockey, etc.
Golf Simulators & Golf Academy for Jr. Athletes	1,2,3	5 or 6
Exclusive Duck Club	2 & 3	Limited number of memberships
Recreational RV Campground	2 & 4	
55 & UP COMMUNITY (i.e.' Daybreak)	3,4,5	We have a lot of family in this demographic and have found there are very few communities that offer what our property can and will offer. Although the Mountain View Corridor runs directly through Daybreak, the City Fathers have appropriately changed master plans and the use of the property to improve and enrich the community.
Ranchettes	3,4,5	No change in zoning needed, only a defined use. Originally, Greentree Development and the City of Farmington worked on in 2008. This project would use our property as the land and the east residential lots as the home sites. Projected expectations for Ranchettes 24m.



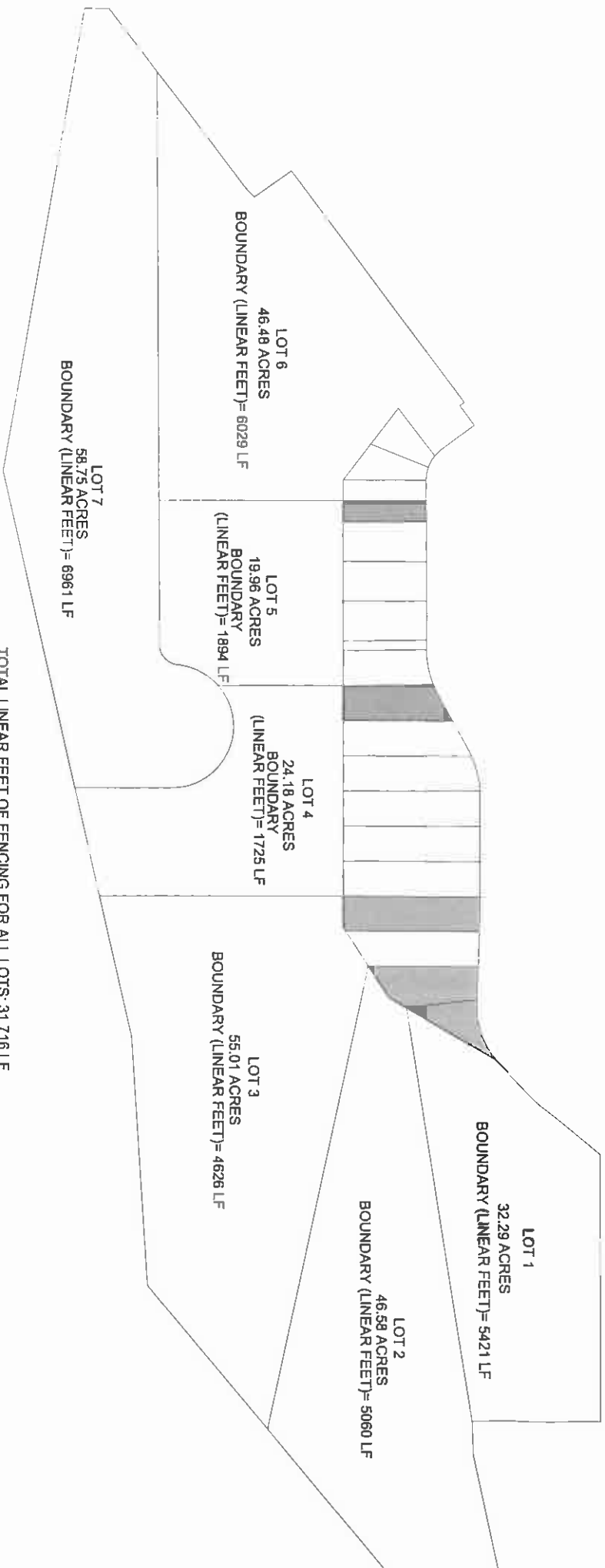
# Farmington City Map

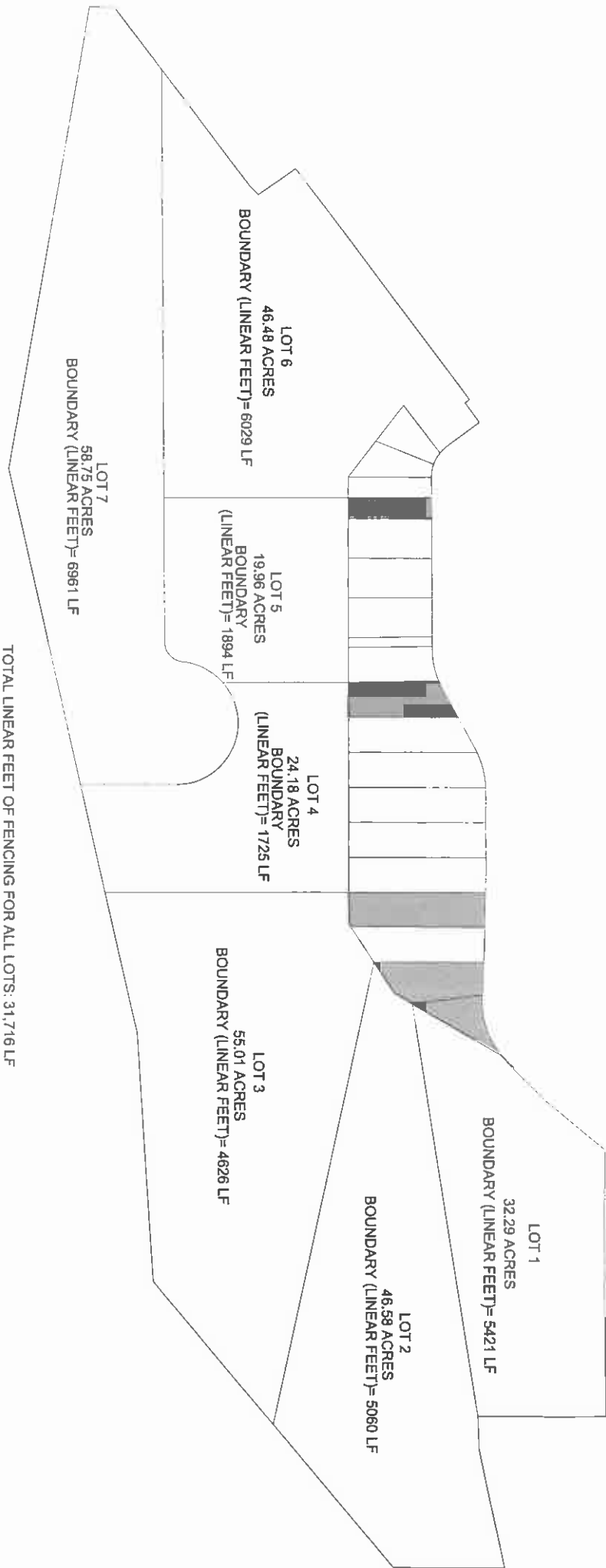


- Area 1 
- Area 2 
- Area 3 
- Area 4 
- Area 5 



Mountain  
City Area







## **FARMINGTON CITY CONSERVATION EASEMENT AMENDMENT POLICY**

### **1. Farmington City Conservation Easements.**

Farmington City is a governmental entity and a tax exempt entity under Section 501(c) of the *Internal Revenue Code* qualified to acquire conservation easements under the terms of the Land Conservation Easement Act, as set forth in *Utah Code Ann. §§ 57-18-1, et seq.*, as amended. Farmington City has enacted Conservation Subdivision Ordinances, as more particularly set forth in Title 11, Chapter 12, of the Farmington City Municipal Code, providing for the development of subdivisions with incentives to preserve and provide for the conservation of open space and other sensitive and valued land within the City. Farmington City has acquired a number of conservation easements over and across various open space and conservation lands within the City and intends to acquire and provide for future conservation easements preserving and protecting open space and conservation lands within the City. Farmington City holds such conservation easements for the benefit of current and future generations and has the obligation to uphold such conservation easements in perpetuity for the purposes set forth therein.

### **2. Amending Conservation Easements in General.**

Conservation easements are generally intended to provide for the permanent and perpetual protection and preservation of the encumbered property. By their terms, conservation easements are not generally permitted to be terminated or altered. It is very important to land conservation efforts to provide for and honor the permanence of conservation easement restrictions. If they are not treated as essentially unchangeable, landowners may be less willing to entrust the protection of their property to land trusts and/or to encumber their property with conservation easements. However, it has also been noted that it is unrealistic to expect that conservation easements must or should always preclude amendment. There are too many unknowns at the time of creation of a conservation easement, and it is often not possible to foresee and record for all time the best and sole use of property. As such, some jurisdictions have recognized that amendments to conservation easements may be necessary on occasion and under reasonable circumstances.

### **3. Farmington City Amendment Policy.**

It is Farmington City's intent and desire to uphold the terms and conditions of conservation easements it holds and to preserve and protect the conservation values of all property so encumbered. Farmington City also recognizes the need to provide for amendments to such easements in limited circumstances as necessary. Any and all amendments to conservation easements held by Farmington City must be approached with great care and shall be approved only in limited circumstances in accordance with and subject to the amendment policies and procedures more particularly set forth herein.



#### **4. Amendment Application.**

Any person or entity that is the legal property owner of record of property encumbered by a conservation easement held by Farmington City desiring to amend the provisions of such conservation easement shall be required to file a written application for amendment with the City. All applications for amendment shall be signed by the property owner(s) of record, or his/her/its authorized agent, and filed with the Community Development Director. All applications for amendment shall include the following:

- a. A written description of the proposed conservation easement amendment, including suggested language for any text amendments;
- b. A statement of the grounds and reasons for the proposed amendments and sufficient evidence in support of the same, including discussion of the compliance of the amendment with the qualifications and criteria set forth in this Policy;
- c. All maps and/or documents applicable to the proposed amendment;
- d. The names and addresses of all property owner(s) of record for the subject property encumbered by the conservation easement; and
- e. The fee required for conservation easement amendments as set forth in the City's Consolidated Fee Schedule.

#### **5. Application Fee and Costs.**

Unless specifically waived by the City, the application fee for a conservation easement amendment application shall be as set forth in the City's Consolidated Fee Schedule. The applicant shall also pay any staff, legal, and engineering fees incurred by the City in response to an application request. A "Professional Services Deposit" in an amount as set forth in the City's Consolidated Fee Schedule shall be collected at the time of application to cover these costs. Any unused deposit will be refunded to the applicant, and applicant will be responsible for any costs incurred above the amount collected for the Professional Services Deposit. Such fees shall be paid whether the application is approved or not. In addition, the City may condition approval of the amendment upon payment to a Conservation Easement Enforcement and Monitoring Fund of an amount sufficient to offset any increased monitoring or enforcement obligations of the City.

#### **6. Application Review and Approval.**

- a. **Community Development Director Recommendation.** The Community Development Director, or his or her designee, shall review any application for amendment to a conservation easement. Such review shall include, at a minimum, a site visit to the subject property and a review of the original records of approval for the easement, including the stated conservation values of the subject easement. The Community Development Director shall prepare a written report of recommendation

regarding the proposed conservation easement amendment to the City Council for their review and consideration in accordance with the procedures set forth herein. The Community Development Director may request any further information, data or evidence deemed necessary from the applicant. Upon completion of his or her review, the Community Development Director shall forward his or her report of recommendation to the City Council.

b. Notice and Public Hearing. The City Council shall provide at least fourteen (14) days advance notice of a public hearing to be held in consideration of the proposed conservation easement amendment. Such notice shall be provided by publishing in a daily newspaper of general circulation in the City. After proper notice, the City Council shall hold a public hearing on the proposed conservation easement amendment. In addition to the public hearing, the applicant shall be provided an opportunity to address the City Council regarding the amendment and to respond to any issues or comments made regarding the proposed amendment during public comment or raised by the City Council.

c. City Council Review and Approval. The City Council shall review the application and record provided for the proposed amendment and shall consider relevant public comment regarding the same. The City Council shall further review and determine whether the proposed amendment meets the qualification and criteria set forth in this Policy. The City Council may thereafter approve or deny, in whole or in part, the application for amendment.

d. Executed Recording. Most conservation easements, by their terms, require approval of the amendment by both the Grantor and the Grantee, or their authorized successors and assigns. Any amendments to a conservation easement permitted hereunder shall be in writing, signed by the required parties of interest, and recorded in the Davis County Recorder's Office.

e. Easement Terms. In the event the terms of the subject conservation easement provide for greater noticing or procedural requirements for any amendment, such noticing and procedural requirements shall govern. The procedures and noticing provisions set forth herein are intended to be a minimum.

## **7. Conditions for Qualification.**

Any request for amendment to a conservation easement will be reviewed by the City Council according to the procedures set forth in this Policy and will be approved only under one or more of the following conditions:

a. The amendment represents a minor or incidental change which is not inconsistent with the conservation values or purposes delineated in the easement.



b. The amendment corrects an error or oversight in the original conservation easement, including, but not limited to: correction of legal descriptions; inclusion of standard language unintentionally omitted; clarification of ambiguous language; clarification of obsolete terms; or clarification to aid in interpretation of the document in the future.

c. The amendment addresses or responds to any condemnation or threat of condemnation of a portion or all of property encumbered by a conservation easement, and preserves, to the greatest extent possible, the conservation values and intent of the original easement.

## **8. Mandatory Criteria.**

Any request for amendment to a conservation easement will be reviewed by the City Council according to the procedures set forth in this Policy and will be approved only if all of the following criteria can be met:

a. The amendment is consistent with the overall purposes of the conservation easement and will not be detrimental to or compromise the protection of the stated conservation values of the property.

b. The amendment is substantially equivalent to or enhances the conservation values of the property, adds adjacent land, or achieves greater conservation of the property.

c. The amendment is consistent with the City's goals for conservation of land under applicable City Ordinances and will not undermine the City's obligation to preserve and enforce conservation easements it has accepted.

d. The amendment is the minimum change necessary to achieve the desired and acceptable purpose.

e. The amendment is clearly warranted and in the best interest of public and subject property.

f. Granting of the amendment will not set an unfavorable precedent for future amendment requests.

g. The amendment does not adversely affect the City's qualification as holder of conservation easements.

h. The amendment does not provide a private benefit to the landowner or any private party.

⑨ (9)

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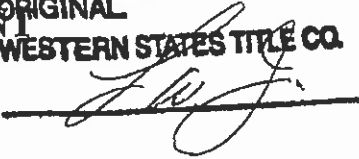
WHEN RECORDED, MAIL TO:

Farmington City  
c/o City Manager  
130 North Main  
P.O. Box 160  
Farmington, Utah 84025

E 1893293 B 3341 P 1691  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2003 JUL 29 2:01 PM FEE 48.00 DEP MEC  
REC'D FOR WESTERN STATES TITLE COMPANY

# CONSERVATION EASEMENT

(OPEN SPACE AND FARMLAND)

CERTIFIED AS A FULL TRUE  
AND CORRECT COPY OF THE  
ORIGINAL  
WESTERN STATES TITLE CO.  


THIS CONSERVATION EASEMENT is made this 2nd day of July, 2003, by VIKING REAL ESTATE, L.L.C., a Utah limited liability company (hereinafter "Grantor"), whose address is Attn: S. David Plummer, 877 Signal Hill, Fruit Heights, Utah 84037, in favor of FARMINGTON CITY, a Utah municipal corporation, (hereinafter "Grantee"), whose mailing address is P. O. Box 160, Farmington, UT 84025.

## RECITALS:

WHEREAS, Grantor is the sole owner in fee simple title of certain real property located in Farmington City, Davis County, State of Utah, which property is more particularly described herein at Section 2, hereinafter referred to as the "Property"; and

WHEREAS, the Property possesses unique and sensitive natural, scenic, open space, wildlife, farmland, floodplain, and/or wetland values (collectively referred to as "conservation values") of great importance to the Grantor, the Grantee, Farmington City, and the public; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by continuation of the use of the Property in such a way which does not significantly impair or interfere with those values and which provides for appropriate ecological, agricultural, open space, recreational and educational uses of the Property; and

WHEREAS, Grantor intends to preserve and protect the conservation values of the Property in perpetuity through this Easement and dedication of the same to Grantee.

WHEREAS, Grantee is a tax exempt entity under Section 501(c) of the *Internal Revenue Code* qualified to acquire a conservation easement under the terms of *Utah Code Ann.* § 57-18-3, as amended.

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah,

particularly the Utah Land Conservation Easement Act as set forth in *Utah Code Ann.* § 57-18-1, et seq., as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. Conveyance. Grantor hereby grants and warrants to Grantee, a perpetual conservation easement as hereinafter defined (the "Easement") over and across all the Property to preserve, restore and protect the natural, ecological, water, wildlife, open space, farmland, wetland, floodplain, scenic, educational and aesthetic values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

(a) Property. The Property subject to this Easement consists of approximately 286 acres of the Farmington Ranches Conservation Subdivision Development located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference.

2. Current Use and Condition of Property. The Property presently consists of wetlands, pasture lands, agricultural structures including barn and silos, and natural open spaces and is located at approximately 100 North and 2000 West, Farmington, Utah. The existing, permitted, and conditional uses of the Property are more particularly described on the Use Map set forth in Exhibit "B," attached hereto and incorporated herein by this reference. The Property has the following specific conservation values: unique, sensitive, natural, ecological, educational, scientific, scenic, aesthetic, wildlife, farmlands, water resources, wetlands, riparian communities, floodplains and open space.

3. Purpose. Grantor is the fee simple title owner of the Property and is committed to preserving the conservation values of the Property. The purpose of this Easement is to assure that the Property will be retained forever in its natural, scenic, agricultural and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Any use of the Property which may impair or interfere with the conservation values, unless expressly permitted in this Easement, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the conservation values of the Property.

4. Duration. The duration of the Easement shall be perpetual.

5. Permitted and Conditional Uses.

(a) Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are permitted:

(i) Conservation of open land in its natural state.

(ii) Agricultural uses, including raising crops, raising and breeding class "B" and "C" livestock, as defined by Farmington City Ordinances, and the training, breeding and selling of horses, excluding commercial livestock operations involving swine, poultry and mink, in designated areas only as delineated on Exhibit "B."

(iii) Pastureland for sheep, cows and horses in designated areas only as delineated on Exhibit "B."

(iv) Equestrian facilities for class "B" and "C" animals, as defined by Farmington City Ordinances, in designated areas only as delineated on Exhibit "B;" provided, enclosed riding arena(s) shall require a conditional use permit from the City of Farmington in accordance with the provisions of Subsection (b).

(v) Underground utility facilities and easements for drainage, sewer, water, or other public facilities and purposes, including easements for maintenance access to such facilities, in locations as approved by the City of Farmington, subject to restoration of the Property to its natural condition within a reasonable time frame not to exceed ninety (90) days, unless otherwise agreed to in writing by the Grantee, which restoration shall be conducted to the reasonable satisfaction of the Grantee to protect and preserve the conservation values of the Property. Nothing contained herein shall prevent the continued use of existing above-ground utility facilities to the extent permitted by law as delineated on the Use Map set forth in Exhibit "B."

(vi) Public streets approved by the City of Farmington in designated areas as set forth on approved subdivision plat(s) and access roads necessary for reasonable access to and for permitted and conditional uses in designated areas as delineated on Exhibit "B."

(vii) Although fencing is not encouraged, existing fences may be repaired and replaced, and new fences may be built on the Property as necessary and appropriate in connection with permitted or conditional uses such as grazing and equestrian uses.

(viii) Existing agricultural and residential structures and improvements may be repaired, reasonably enlarged and replaced at their current locations as delineated on Exhibit "B."

(ix) Livestock grazing may be permitted on the Property in designated areas as delineated on Exhibit "B," provided that good range stewardship and proper management of livestock is provided. Livestock grazing shall not exceed a

degree of use described as good to excellent by the United States Department of Agriculture - Natural Resource Conservation Service, and shall not materially degrade or deteriorate the range resource, wildlife habitat or conservation values of the Property.

(b) Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property may be permitted as a conditional use, subject to obtaining a conditional use permit from the City of Farmington for such use in accordance with City Ordinances regarding the same:

(i) Non-commercial and non-motorized recreational use of the Property, such as trails, bikeways, playing fields and playgrounds, in designated areas only as delineated on Exhibit "B."

(ii) Community open space uses, such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses, excluding motorized vehicles, firearm shooting ranges and commercial uses, in designated areas only as delineated on Exhibit "B."

(iii) Accessory buildings and structures used solely in connection with permitted agricultural uses, such as barns, silos, and residential structures used solely to house farm owners or employees, in designated areas only as delineated on Exhibit "B." The location and construction of such accessory structures shall be consistent with the conservation and agricultural uses of the Property.

(iv) Educational structures and improvements in designated areas as delineated on Exhibit "B." The establishment of such structures and improvements shall be limited to education purposes and shall be consistent with the conservation and agricultural uses of the Property. Residential use of such structures may be permitted as part of the conditional use permit solely to house conservation easement management or enforcement personnel.

(v) Water structures, improvements, marshlands, wetlands, riparian communities and ponds may be established, constructed and maintained on the Property, provided such structures or improvements are consistent with the conservation purposes of this Easement.

6. Prohibited Uses. Any activity on or use of the Property not specifically listed as a permitted use or activity as set forth herein and/or any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the conservation values is expressly prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Any residential, commercial or industrial activity, except as expressly permitted in this Easement.
- (b) Any development, construction or location of any man-made modification or improvements such as buildings, structures, fences, roads, parking lots, or other improvement on the Property, except as expressly permitted in this Easement.
- (c) Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the Property.
- (d) Any dumping or storing of ashes, trash, garbage or junk on the Property.
- (e) The manipulation or alteration of natural watercourses, wetlands, or riparian communities, except as expressly permitted herein or as approved by the City of Farmington as designated on approved subdivision plat(s), necessary for the use of the Property and then, in any event, only to the extent that such manipulation or alteration shall not result in a significant injury to or the destruction of significant conservation values.
- (f) Burning of any materials on the Property, except as necessary for agricultural, drainage and fire protection purposes.
- (g) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the Property and to maintain and operate utility lines running through the Property in accordance with the terms and conditions of such approved use and the maintenance plan for the Property.
- (h) Hunting or trapping for any purpose other than predatory or problem animal control on the Property.
- (i) Establishment or maintenance of any grazing or livestock feedlots on the Property, which shall be defined for purposes of this Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock for hire.
- (j) Any agricultural use of the Property not expressly permitted herein.
- (k) Advertising of any kind or nature on the Property and any billboards or signs; provided, directory and information signs may be displayed describing the Conservation Easement and prohibited or authorized use of the same and signs regarding any permitted or conditional use on the Property. Additional signs regarding permitted or

conditional uses on the Property or directory or information signs within the Conservation Easement shall comply with all applicable Farmington City Ordinances, including, but not limited to, the Farmington City Sign Ordinance, and all signs shall be consistent with the conservation and agricultural uses of the Property.

(l) Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses.

(m) The change, disturbance, alteration, or impairment of the significant natural ecological features and values of the Property or the destruction of other significant conservation interests on the Property.

(n) The division, subdivision or *de facto* subdivision of the Property; except for subdivision and dedication of the Property as necessary to dedicate approved trails within the Property, including the Great Salt Lake Shoreline Trail and the Cross Project Trail, as specifically delineated on **Exhibit "B,"** or as necessary and desirable to dedicate a portion of the underlying fee to a qualified conservation organization in accordance with the purposes and intent of this Easement for the preservation, protection and enhancement of the conservation values of the Property.

(o) Changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other material, except as necessary to conduct specific agricultural purposes or to construct other structures, conditions or improvements as permitted herein.

(p) All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

7. Rights of the Grantee. Grantor confers the following rights upon Grantee to perpetually maintain the conservation values of the Property and to accomplish the purpose of this Easement.

(a) Grantee has the right to enforce the terms of this Easement for the purpose of preserving and protecting the conservation values of the Property.

(b) Grantee has the right to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights herein granted; provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.

(c) Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the conservation values of the Property.

(d) Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.

(e) Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.

(f) Grantee has the right to enter on the property to study and make ecological and scientific observation of the Property and its ecosystems.

8. Duties of the Grantor. Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. In accordance with rights reserved in Grantor by this Easement, Grantor shall be subject to all terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement and to take reasonable actions to preserve and protect the aesthetic, open space, farmland, floodplain, wetland and/or wildlife habitat values of the Property.

9. Enforcement of Easement.

(a) Notice and Demand. If Grantee determines that Grantor is in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

(b) Failure to Act. If, for a 30-day period after the date of the written notice from Grantee to Grantor, the Grantor continues violating the Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorneys fees incurred by the Grantee compelling such compliance.

(c) Absence of Grantor. If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee shall make good-faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of



the conservation values, then the Grantee may pursue its lawful remedies without prior notice and without waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs reasonably incurred by Grantee in pursuing such remedies.

(d) Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

(e) Injunctive Relief and Restoration. Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

(f) Cumulative Remedies. The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

(g) Waiver. A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

#### 10. Permitted Construction and Maintenance Activities.

(a) Grantor hereby reserves the right to enter upon the Property to conduct the following activities: to construct such structures and improvements permitted herein in conjunction with permitted and conditional uses of the Property.

(b) Grantor reserves the right to use, maintain, establish, construct and improve water sources, water courses, marshlands and ponds within the Property for uses permitted by this Easement, provided Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion, or improve the agricultural or wetlands potential of the Property, provided such alteration is consistent with the conservation purpose of this Easement. Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural and educational productivity of the Property. Grantor shall not transfer, encumber, lease, sell or otherwise sever any water, mineral or other rights from title to the Property itself.

(c) This Easement is subject to the rights of Grantor, Farmington City or any other agency or utility to enter upon the Property for the construction, installation, operation and maintenance of subsurface utilities as permitted herein. After exercise of rights retained herein, Grantor or the permitted entity or utility company in interest, shall take reasonable actions to restore the Property to its natural condition existing prior to the conduct of any of the foregoing activities.

11. Extinguishment of Development Rights. Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

12. Maintenance. The Property shall be maintained by Grantor in accordance with the Maintenance Plan set forth as Exhibit "C," attached hereto and incorporated herein by this reference. Grantor shall be solely responsible for the upkeep and maintenance of the Property.

13. Taxes. Grantor shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property, including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor shall reimburse Grantee for the same.

14. Indemnification. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them, collectively referred to as the "Indemnified Parties," from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and shall name Grantee as an additional insured party on all such insurance policies, providing Grantee evidence of such insurance upon request.

15. Transfer of Grantee's Interest. If the Grantee determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights to a qualified organization under Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*, the Grantee shall be entitled to convey in whole or in part all of its rights under this instrument and deliver a copy of this instrument to an organization designated by the Grantee and described in or contemplated by Section 501(c)(3) and/or 170(h)(3) of the Code, or the comparable provision in any subsequent revision of the Code, to ensure that the Easement is enforced. Furthermore, the Grantee is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration, unless (a) the

Grantee, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out; and (b) the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 501(c)(3) and/or 170(h)(3) of the Code and regulations promulgated thereunder.

16. Cessation of Grantee's Existence. If Grantee shall cease to exist or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Easement shall become vested in another entity. Any successor entity shall be a qualified organization for the purposes of Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*.

17. Termination of the Easement. This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Easement's purpose or by exercise of eminent domain in accordance with the provisions set forth herein. The fact that the Grantee may have title to the Property and therefore may become an Owner for purposes of this Easement shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement. If subsequent circumstances render the purposes of this Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings.

18. Transfer of Grantor's Interest. The Grantor shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Any such transfer of interest shall be subject to the restrictions set forth in this Easement. The failure of the Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon proper and permitted conveyance of title to the Property, the Grantor shall be released from its obligations under this Easement.

19. Notices. Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following:

To Grantee:

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

To Grantor:

VIKING REAL ESTATE, L.L.C  
Attn: S. David Plummer  
877 Signal Hill  
Fruit Heights Utah 84037

or to such other address as the Grantee or Grantor shall from time to time designate by written notice.

20. Title Warranty. Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in **Exhibit "D,"** attached hereto and incorporated herein by this reference, and hereby promises to defend the same against all claims that may be made against it.

21. Subsequent Encumbrances. This Easement shall not restrict the right of Grantor or its successors or assigns to execute, deliver and record mortgages on the Property or to grant other rights or easements in respect of the Property, subject to the terms and conditions set forth herein. The grant of any easement or use restriction that might diminish or impair the agricultural viability of the Property or otherwise diminish or impair the conservation values of the Property is prohibited. Any lien or security interest of a mortgage and any easement or other right created subsequent to the date hereof shall be subject to and subordinate to this Easement.

22. Environmental Warranty. Grantor warrants that it has no actual knowledge or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense, including reasonable attorney's fees arising from or with respect to any release of hazardous waste or violation of environmental laws with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

23. Recordation. The Grantee shall record this instrument in timely fashion in the official records of Davis County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

24. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

25. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of *Utah Code Ann.* § 57-18-1, et seq., as amended, and related provisions. If any provision in this instrument is found to be ambiguous,

an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

26. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

27. Joint Obligation. Subject to the provisions set forth herein, the obligations imposed by this Easement upon Grantor or Grantors shall be joint and several.

28. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Grantee, the Grantor, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

29. Entire Agreement. This Easement, together with all exhibits, sets forth the entire agreement of the parties with respect to the subject matter hereof and supercedes all prior discussions and understandings.

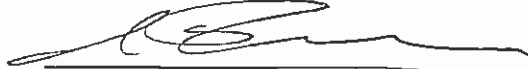
30. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.


**GRANTOR:**

**VIKING REAL ESTATE, L.L.C.**, a Utah limited liability company


  
By: member  
Its: Manager

**GRANTEE:**

**FARMINGTON CITY**, a Utah municipal corporation

  
David M. Connors, Mayor

**ATTEST:**

  
Farmington City Recorder



### GRANTOR'S ACKNOWLEDGMENT

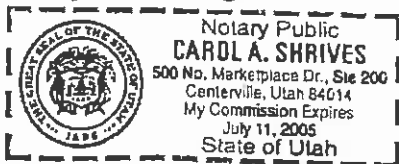
STATE OF UTAH )

E 1893293 B 3341 P 1704

COUNTY OF Davis )

:ss.

On the 1st day of July, 2003, personally appeared before me L. David Plummer who being by me duly sworn did say that she/he is the Manager of VIKING REAL ESTATE, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



L. David Plummer  
Notary Public

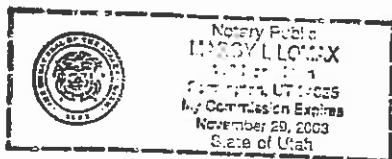
### GRANTEE'S ACKNOWLEDGMENT

STATE OF UTAH )

COUNTY OF Davis )

:ss.

On the 2 day of July, 2003, personally appeared before me David M. Connors who being by me duly sworn did say that she/he is the Mayor of FARMINGTON CITY and that the within and foregoing instrument was signed on behalf of said City and duly acknowledged to me that said City executed the same.



Margy L. Lomax  
Notary Public



## EXHIBIT "A"

## LEGAL DESCRIPTION OF EASEMENT AREA

A parcel of land situate in Section 22 and Section 27, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at the North Quarter corner of said Section 22, thence easterly along the north line thereof, North  $89^{\circ}51'14''$  East 126.48 feet; thence leaving said north line South  $37^{\circ}28'18''$  East 705.67 feet; thence South  $37^{\circ}16'21''$  East 442.94 feet; thence South  $42^{\circ}23'39''$  East 69.91 feet; thence North  $54^{\circ}46'47''$  East 235.47 feet; thence South  $37^{\circ}16'53''$  East 1485.80 feet; thence South  $53^{\circ}51'19''$  West 202.72 feet to the beginning of a tangent curve to the left having a radius of 200.00 feet, thence along the arc of said curve 55.52 feet, through a central angle of  $15^{\circ}56'07''$ ; thence North  $37^{\circ}36'00''$  West 309.62 feet; thence South  $37^{\circ}55'12''$  West 468.27 feet; thence South  $00^{\circ}06'24''$  East 2297.94 feet; thence South  $33^{\circ}24'04''$  East 426.96 feet; thence South  $53^{\circ}45'04''$  East 1344.32 feet; thence South  $00^{\circ}14'54''$  East 1372.96 feet; thence South  $89^{\circ}27'22''$  West 658.12 feet; thence South  $02^{\circ}02'47''$  East 169.62 feet; thence South  $11^{\circ}52'56''$  East 626.17 feet; thence North  $89^{\circ}44'44''$  West 574.91 feet; thence North  $39^{\circ}59'49''$  West 1913.90 feet; thence North  $03^{\circ}40'22''$  West 1280.75 feet; thence North  $12^{\circ}59'23''$  West 2971.99 feet; thence North  $09^{\circ}55'45''$  East 2415.72 feet to the point of beginning.

The parcel of land described above contains 282.437 acres, more or less.

08-069-0001

08-069-0002

08-069-0003

08-069-0004, 0005

08-069-0011

08-070-0002

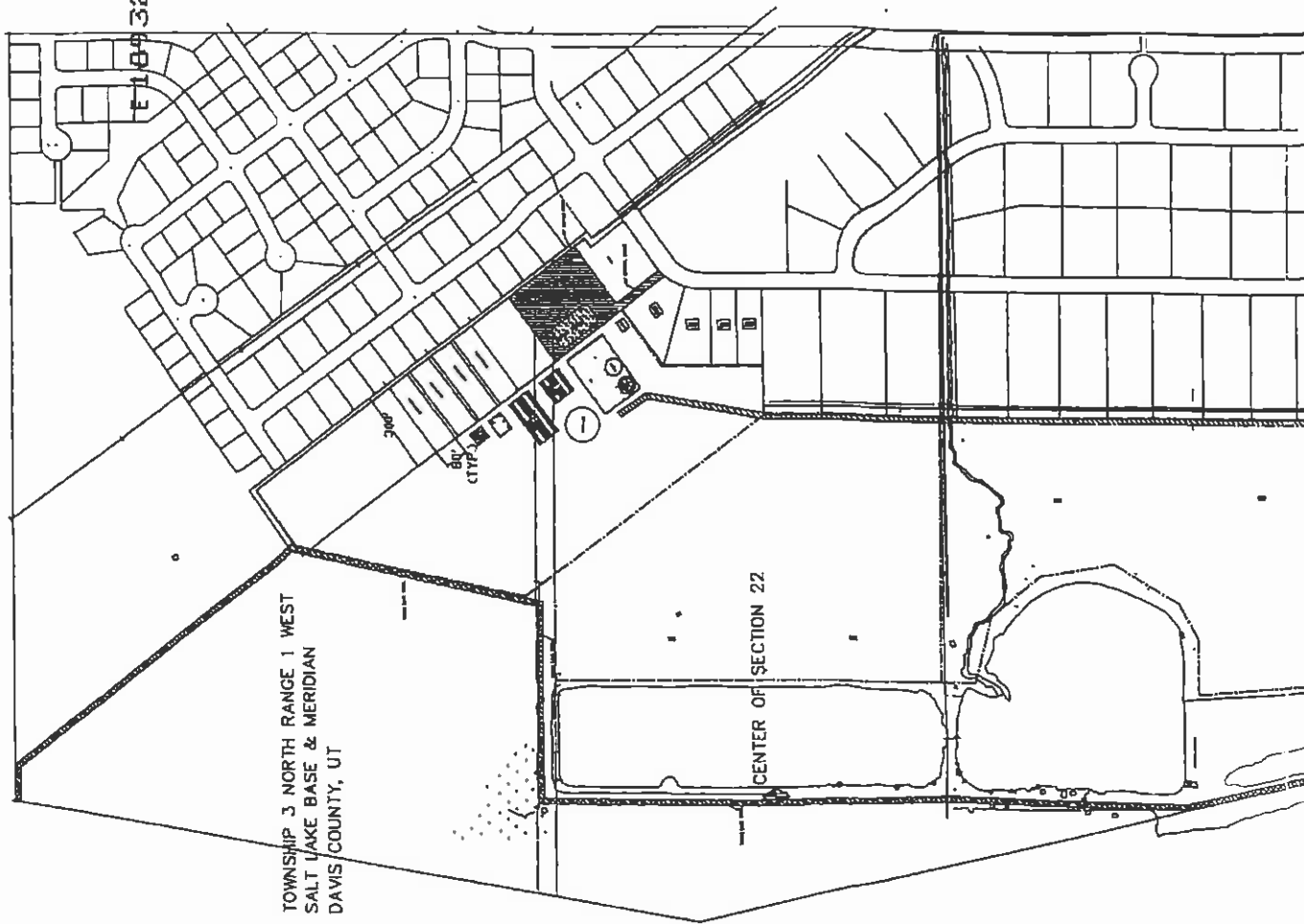
08-083-0003, 0004

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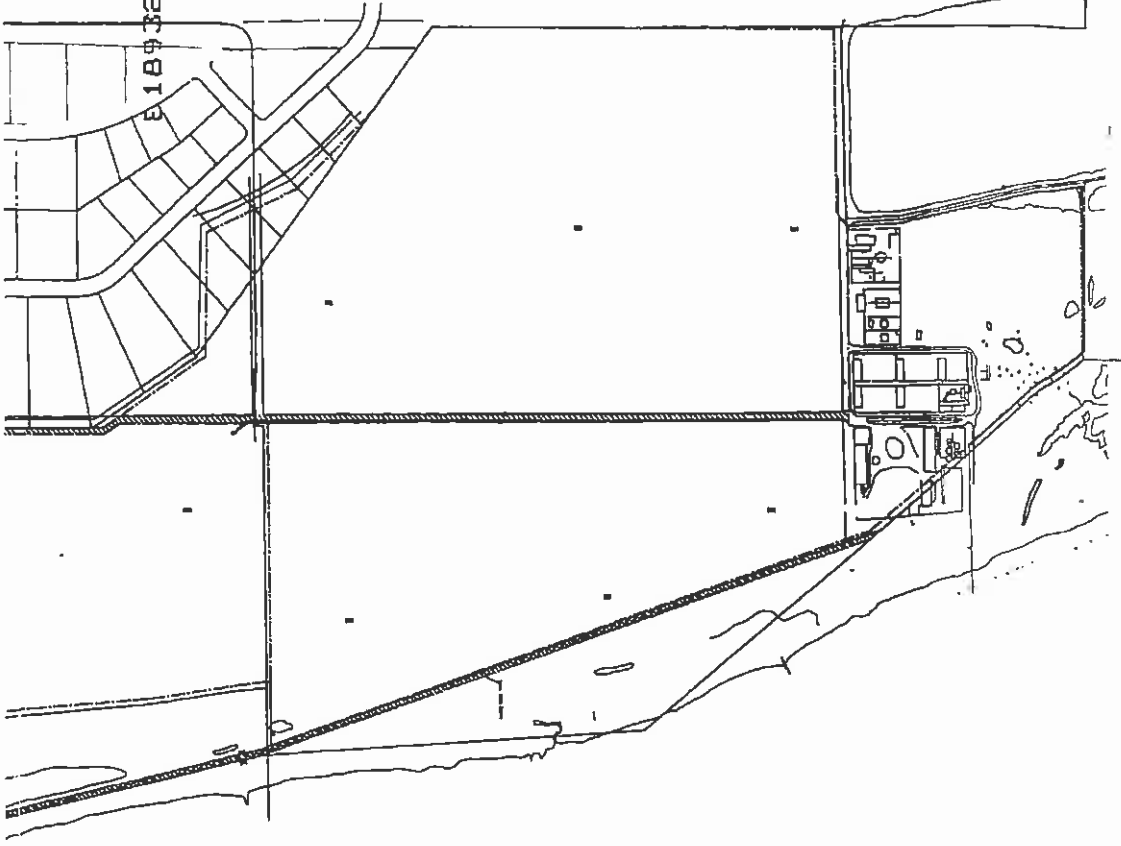
**EXHIBIT "B"**

**USE MAP OF EASEMENT**

E1843293 B 3341 P 1707



E 1893293 B 3341 P 1708



**BUFFALO RANCH**  
Dave & Debbie Plummer  
Farmington, UT

**LOT PLAN**

EQUITECH INC. P.O. Box 2503	
Salt Lake City, UT 84122 (801) 364-3080	
REV	DATE
1	04/08/01
DESCRIPTION	
LOT PLAN	

**EQUITECH INC.**  
EQUINE FACILITIES  
a TURNKEY DISTRICTOR  
**LM/D**  
Enterprises, Inc.

## EXHIBIT "C"

### MAINTENANCE PLAN

E 1893293 B 3341 P 1709

Viking Real Estate, L.L.C. ("Viking"), Owner of approximately 286.778 acres in West Farmington City known as "Buffalo Ranch," as shown in Exhibit "A," is Grantor of this Conservation Easement which covers approximately 93 acres of Owner's property as shown in Exhibit "A," and shall be solely responsible for all maintenance conducted on the property covered by this Conservation Easement, which will include the following tasks:

- Irrigation;
- Weed abatement;
- Mowing of pasture lands;
- Lawn care and landscaping;
- Any other task needed to maintain pasturelands;
- Fence upkeep;
- Road upkeep;
- Building upkeep; and
- Any other task needed to maintain operations thereon.

Either Viking or Buffalo Ranch employees and/or independent contractors commissioned by Viking or Buffalo Ranch will complete and undertake the tasks listed above. Viking will be financially responsible for all maintenance.

Farmington City will remain financially responsible and chargeable for the upkeep and maintenance of all trails endowed to them by Viking via recorded easements.

EXHIBIT "D"

LIST OF ACCEPTED ENCUMBRANCES

1710 page

## CITY COUNCIL AGENDA

For Council Meeting:  
December 1, 2015

**S U B J E C T: 650 West and Clark Lane Street Cross Section Request – Clark Lane  
Apartments**

### **ACTION TO BE CONSIDERED:**

See staff report for recommendation.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen.

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: December 1, 2015

SUBJECT: **650 WEST AND CLARK LANE STREET CROSS SECTION  
REQUEST—CLARK LANE APARTMENTS**

### RECOMMENDATION

Move that the City modify the Clark Lane and 650 West street cross sections as depicted on the attached site plan subject to the following:

1. The adjacent property owner of the apartment project shall be responsible for maintenance of abutting sidewalk, parking stalls, and the entire width of the drive aisle (the hatched areas on the plan), included but not limited to pavement, snow removal, etc.
2. The developer shall enter into a license agreement with the City for use of its rights-of-way.
3. Parking by Clark Lane Apartment residents is not allowed on City property or in City parking stalls located on the north side of the Clark Lane r.o.w. The owner of the apartment complex is responsible to ensure that this does not occur.
4. No winter overnight parking shall be allowed on State Street (or the east side of 650 West Street).

### Findings

1. The wider sidewalks will accommodate the overhang of vehicles and provide space for pedestrians to and from the Legacy Trail, and Public Works and Parks and Rec Building.
2. The street cross section provides for wide travel lanes on 650 West for truck traffic to and from the City facility.
3. Existing paved parking on the north side of Clark Lane is preserved and will continue to meet the needs of the Public Works and Parks and Rec building
4. The wider travel area on 650 West provides for safer backing on to the street.



5. The winter parking restriction on State Street will enable City crews to remove snow all the way to the curb.
6. The motion allows the property owner to meet city parking requirements as per the City's Zoning Ordinance.
7. Ample parking is provided for the apartment complex and the City facility.
8. The 140 dwelling units, although not as many as previous inquiries for 200+ units, provides the economies of scale necessary to ensure enforcement of parking restrictions and the operation and maintenance of off-site parking and sidewalk facilities as set forth herein, and other on-site amenities.

## BACKGROUND

It is anticipated that Bryce Thurgood will soon receive site plan approval for the Clark Lane Apartments located on a triangle shape property south of Clark Lane (by the Public Works/Parks and Rec building), west of 650 West, and east of State Street (4.39 acres). The present and planned cross sections for these streets are as follows:

State Street is identified as a minor arterial on the City's Master Transportation Plan (MTP), and its width and cross section now meet City standards for such streets (14' median, two 12' travel lanes, two 11' shoulders, and 20' wide side treatments—overall width: 100').

650 West Street is programmed as an important local street (two 16' travel lanes, and 14 foot wide side treatments—overall width 60'), but its current width of 106 feet is much wider than necessary for this type of street.

Clark Lane is a neighborhood/local street (two 14' travel lanes, and 14' side treatments—overall width 56 feet). However, the existing 99' right-of-way is not improved, exists on paper only, and may be too wide.

The property is zoned TMU (Transit Mixed Use), and the 140 unit Clark Lane Apartments meet city parking standards, which is 221 stalls for this project. The developer is ready to provide 260 stalls as follows: 196 parking stalls on-site, and 64 off-site parallel parking spaces adjacent to the project, which is allowed by ordinance in the TMU zone.

State Street, except for the sidewalk on the north side of the r.o.w., is already fully improved to City specs. 650 West and Clark Lane, if improved will, or may, fully accommodate project parking needs on-site or off-site [note: if these rights-of-way are narrowed to widths as prescribed above, it may be possible for the apartments to meet the required parking count on-site; however, whether or not portions of the street are vacated, the developer can still meet required parking totals, but off-site].

Mr. Thurgood is willing to construct Clark Lane and 650 West to City standards, and accept abandoned right-of-way if necessary as part of his project, or not (either way he can meet the ordinance). City personnel are not so willing. Presently, Clark Lane is used for parking for the

Public Works and Parks and Rec building, and the travel lanes on 650 West are extra wide, which better accommodates heavy truck traffic from their facility. Moreover, wider sidewalks on the south side of Clark Lane and the west side of 650 West are desirable to handle pedestrian traffic to and from the Legacy trail, and the City building.

**Supplementary Information**

1. Parking Table.
2. Site plan.
3. Existing City street cross section standards.

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager

Clark Lane Apartments Parking Table Prepared November 20, 2015			
Stalls			
On-site	Within the development = 196		196
Offsite	Adjacent on-street parking allowed by ordinance (650 West: 14 + Clark Lane: 15; + State Street: 35 = 64)		+ 64
total			260
Required by Ordinance	140 dwelling units X 1.85 stalls = 259; and 259 less 38 stall (15% reduction within 1/2 mile of train station) = 221		221
Desired by Developer	259 total (1.85/unit)		259
Compromise	<u>On site.</u> 196 stalls <u>State Street.</u> No winter parking: 0 stalls <u>Clark Lane.</u> Do not vacate r.o.w. Allow City to use portion of r.o.w. for Public Works and Parks and Rec building. All year parking for development as allowed by ordinance, but in exchange for perpendicular parking enter into license agreement whereby property owner must maintain the area and drive aisle necessary for his parking spaces (asphalt, snow removal, etc.): 30 stalls <u>650 West.</u> Do not vacate the wide r.o.w. All year parking for development as allowed by ordinance, but in exchange for perpendicular parking enter into license agreement whereby property owner must maintain the area and drive aisle necessary for his parking spaces (asphalt, snow removal, etc.): 33 stalls. <u>Compromise Summary.</u> 196 + 0 + 30 + 33 = 259		259

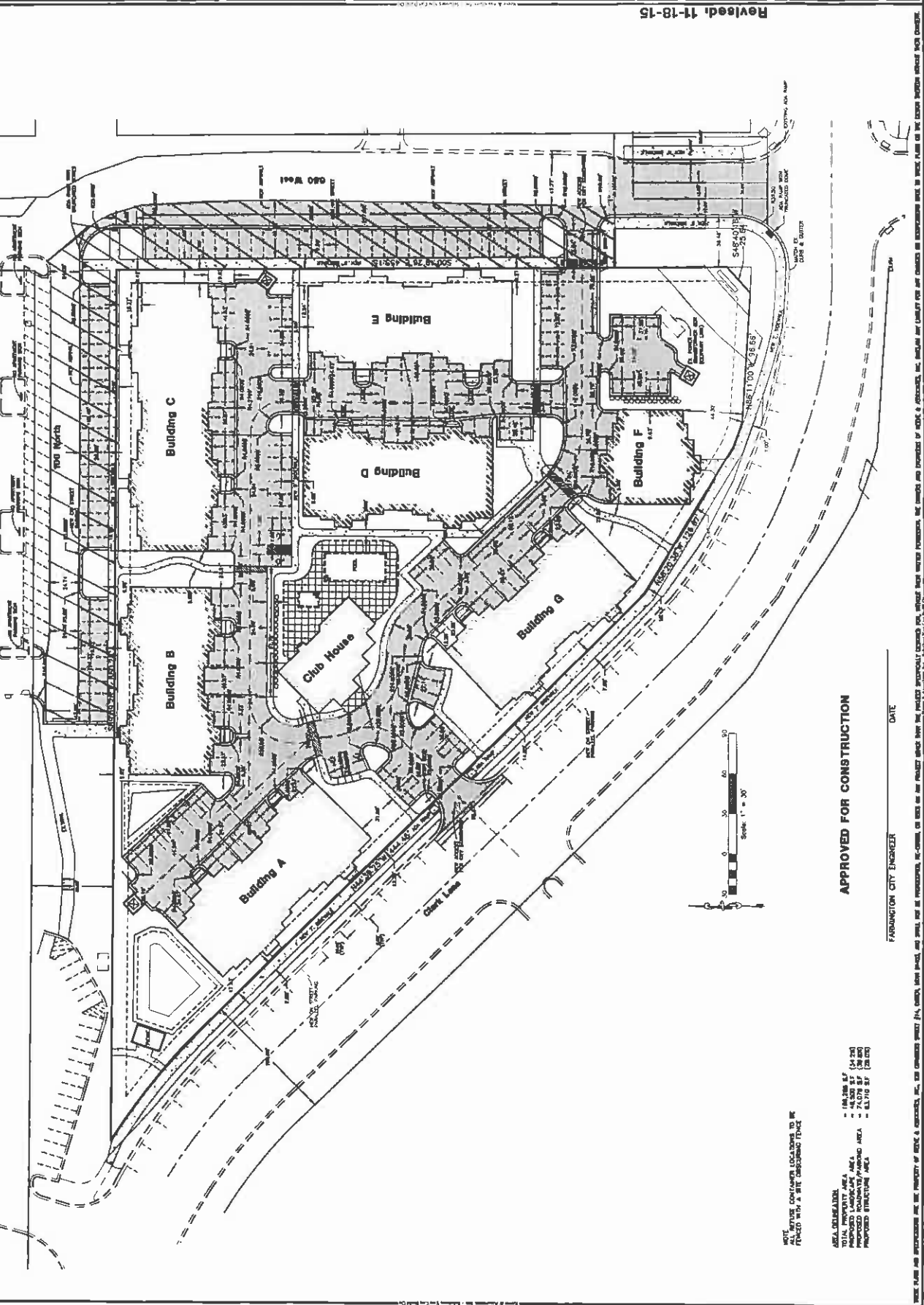


DATE	REVISION

Clark Lane Apartments  
FARMINGTON CITY, DAVIS COUNTY, UTAH  
Site Plan



Project No.	11-18-15
Client	Clark Lane Apartments
Project Name	Clark Lane Apartments
Project Address	Clark Lane, Farmington, UT
Project Number	11-18-15
Sheet	4
Scale	1/2" = 1'



APPROVED FOR CONSTRUCTION

FARMINGTON CITY ENGINEER

DATE

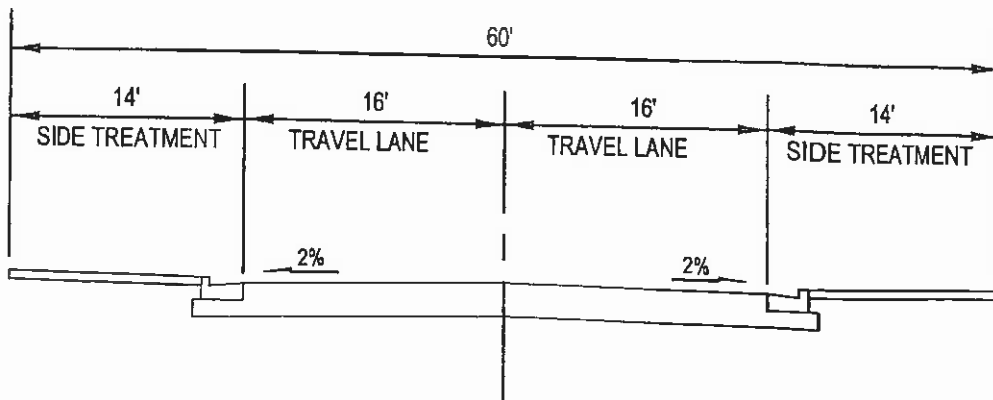
ALL UTILITY CONDUIT LOCATIONS TO BE  
FIELD WITH A SITE OBSERVATION

AREA INFORMATION

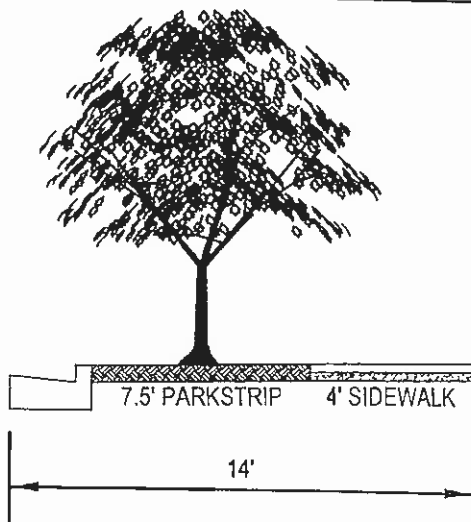
TOTAL PROPERTY AREA	148,200 SF
TOTAL EXISTING PAVED AREA	74,078 SF
PROPOSED PAVED AREA	74,078 SF
PROPOSED STRUCTURE AREA	63,110 SF

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.

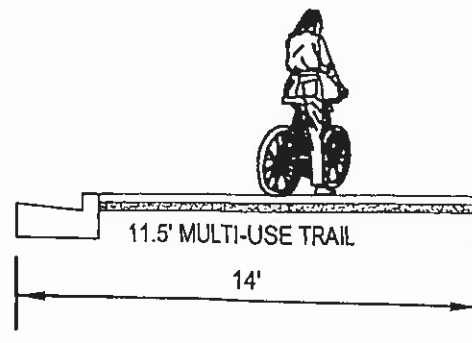
## IMPORTANT LOCAL



## 60-FOOT RIGHT-OF-WAY 2 LANES



A

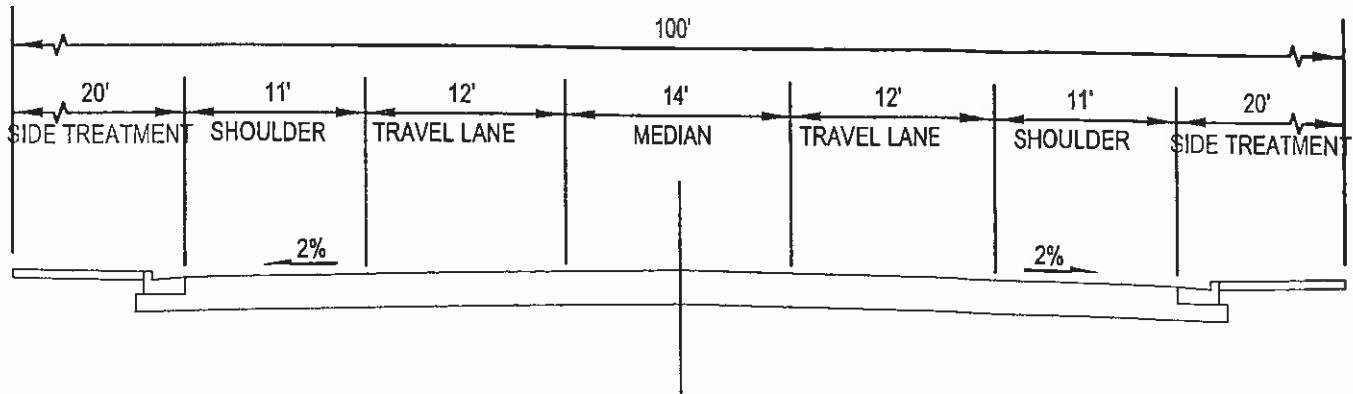


B

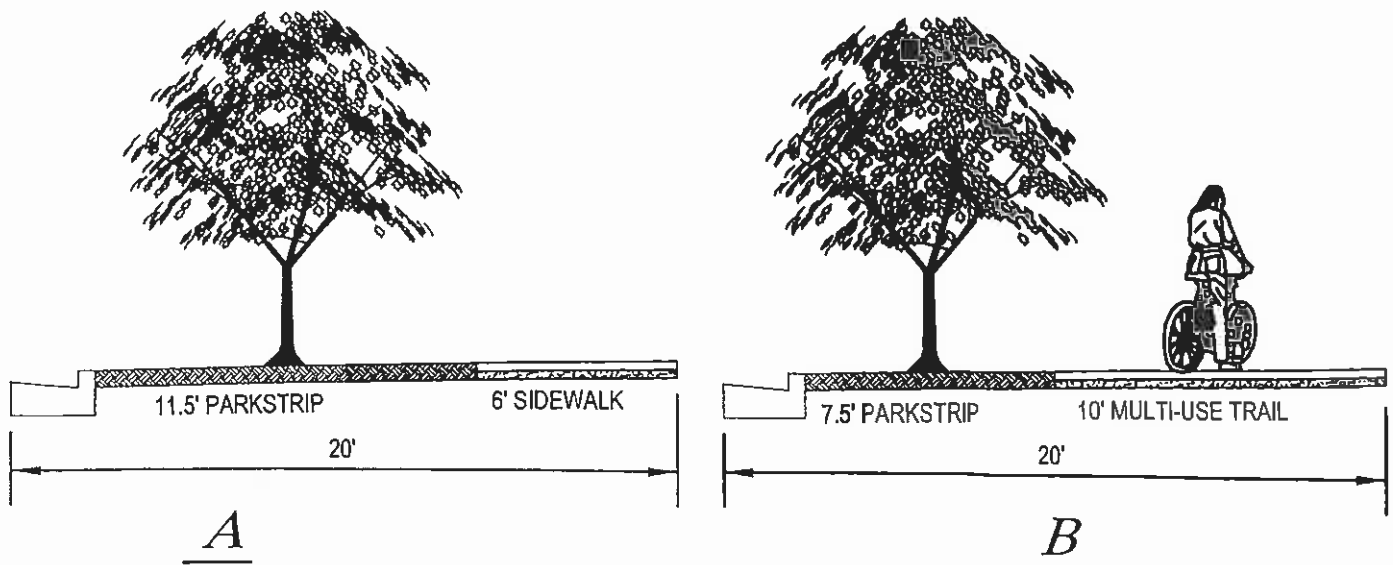
## SIDE TREATMENTS

## ROAD SECTION

## MINOR ARTERIAL



### 100-FOOT RIGHT-OF-WAY 3-5 LANES



### SIDE TREATMENTS

## ROAD SECTION

## CITY COUNCIL AGENDA

For Council Meeting:  
December 1, 2015

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

1. Resolution Adopting the Water Conservation Plan

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



# FARMINGTON CITY

## City Council Staff Report

H. JAMES TALBOT  
MAYOR

DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: December 1, 2015

SUBJECT: RESOLUTION ADOPTING THE WATER CONSERVATION PLAN

### RECOMMENDATION

1. By minute motion, approve the attached resolution which adopts the water conservation plan update.

### BACKGROUND

The City and CRS has completed an update to the water conservation plan. Per the Utah Water Conservation Plan Act (73-10-32, UCA) the water conservation plan must be updated every 5 years, the City's plan has to be updated and adopted by the end of the year. The water conservation plan is a tool to have a strategic plan to reduce water usage and encourage conservation. City staff has reviewed the water conservation plan and recommend that it be approved.

### SUPPLEMENTAL INFORMATION

1. Resolution
2. Water Conservation Plan

Respectively Submitted

Chad Boshell  
City Engineer

Reviewed and Concur

Dave Millheim  
City Manager



**RESOLUTION 2015 -XX**

**A RESOLUTION ADOPTING THE WATER  
CONSERVATION PLAN UPDATE**

**WHEREAS**, the City Council of Farmington City has previously adopted a water conservation plan; and

**WHEREAS**, the City Council has determined that it is necessary or desirable to protect and promote the health, safety, and welfare of the citizens of Farmington City to adopt a water conservation plan; and

**WHEREAS**, the City Engineer has recommended an updated water conservation plan for the orderly operation and development of the City and the protection of its facilities for the benefit of the residents of the City and the City Council has accepted this recommendation;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Farmington City, State of Utah, as follows:

**Section 1. Adoption.** The City Council of Farmington City hereby adopts a water conservation plan which can be viewed at Farmington City Hall and by this reference made a part hereof. Copies of the water conservation plan shall be made available to City staff and other interested persons in accordance with the policies and procedures of the City regarding records.

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

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 1<sup>st</sup> day of December, 2015.

**FARMINGTON CITY**

\_\_\_\_\_  
H. James Talbot  
Mayor

**ATTEST:**

\_\_\_\_\_  
Holly Gadd, Recorder



# **FARMINGTON CITY Water Conservation Plan Five Year Update**

**2015**



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## INTRODUCTION

In 2010 the City of Farmington adopted a Water Conservation Plan. This is the 5 year update that is required by the Utah Code 73-10-32. This 5 year update has been prepared in order to address the rapid growth and the unexpected changes that have accompanied growth along the Wasatch Front and more particularly in Farmington. This update is meant to aide the City in more clearly evaluating the success in achieving its goals since 2000 and adjusting and re-setting goals for the future with respect to water conservation. This plan will help the City continue to extend its conservation efforts in order to ensure sustainable supplies for its citizens in the future.

## DESCRIPTION OF FARMINGTON & THE FARMINGTON WATER SYSTEM

The City of Farmington is located in Davis County, Utah, approximately half way between Salt Lake City and Ogden. It is bounded by Kaysville and Fruit Heights on the north, the Wasatch Mountains on the east, Centerville on the south and the Great Salt Lake to the west. The current population in 2015 is 21,482 residents.

The City has experienced significant growth over the last decade, increasing by nearly 50% since 2005. This growth is expected to continue into the future as new areas are opened for residential and non-residential development in the city because of its close access to Salt Lake City as well as the small town atmosphere of the community. The rapid growth and limited resources have presented the community with a number of challenges. These challenges have accentuated the need for the community to actively plan for the City's water supply needs in conjunction with this growth as well as address methods that can be used to conserve water.

Currently, all residences are required to have both culinary and secondary water services. The City owns and maintains only the culinary system while Benchland Irrigation District owns and maintains the secondary system.

### *Inventory of Water Resources*

#### *Culinary Water*

The City currently has five operating wells (Well #1, Woodland Park, Community Center, C-5 and Well #3). In addition to these wells, the City maintains a long-term contract with the Weber Basin Water Conservancy District for an annual supply of an additional 501 acre-feet of water on a "take-or-pay" basis. This water can be taken at any rate up to 1,000 gpm.

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

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

This rate schedule was adopted and put in place in the summer of 2010. Currently it costs the City approximately \$1.5 million per year to operate the water system. The City's new water rate structure was developed to cover the cost of operating the system as well as build a fund to prepare for larger projects and repair of infrastructure in the future.

### *Secondary Water*

Secondary water is available to over 95% of the area within the City of Farmington. It is supplied by two independent agencies: Benchland Irrigation and Weber Basin Water Conservancy District (WBWCD). These two suppliers have adequate supplies available to provide irrigation to all land within their respective service areas. As future development occurs, water from these sources will be available to serve all irrigation needs. The City's agencies

### ***Present Water Requirements and Use***

The City of Farmington currently encompasses 6,100 acres of land. As of 2015, it is estimated that the population is approaching 22,000 and there are 2,313 equivalent residential connections (ERC) (2,173 residential and 140 commercial). According to Division of Drinking Water Rule R309-510, as a minimum the City is required to have water sources and contracted supplies adequate to supply 0.45 acre-feet (146,000 gallons) of water per year for each ERC, excluding irrigation needs. This rule also requires a peak day source capacity of 800 gallons per day per ERC. This amounts to a total annual supply of 2,406 acre feet and a peak day demand of 4.3 million gallons per day (mgd). Farmington's actual usage in 2014 was 2,065 acre feet and 2.4 mgd peak day use averaged over the past ten years.

On average over the past 10 years, residents use approximately 145 gallons per capita per day (gpcd) for culinary use only. This compared to the statewide average of 243 gpcd and the nationwide average of 184 gpcd (note: state and national consumption rates include secondary use). The lower rates for Farmington City reflect the fact that a secondary water system is available for approx. 80% of the current residents.

The four (4) Farmington wells and the contract for water from Weber Basin Water Conservancy District are capable of providing average and peak flows of 4.41 mgd and 6.57 mgd, respectively, as shown in the Table 1 below.

Table 1. Farmington Water Source Average and Peak Flow Rates

Source	Average Flow (gpm)	Peak Flow (gpm)	*Annual Production (af-yr)
Well #1	1500	1800	2420
Well #2	600	800	968
Well #C5	150	260	242
Community Center Well	500	700	250
Weber Basin	311	1000	502
Total	3061	4560	4381

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

Farmington's proven water supplies of 4,131 acre-feet per year exceed their 2014 usage by more than 100%. While these sources are more than adequate at the present time, the City is currently preparing to drill a new well to accommodate future demands.

### Future Water Needs

Based on the 2000 census and building permits issued, the population of the City grew at a rate of approximately 8-10% per year until the economic downturn in 2007. The growth rate then slowed to a more manageable rate of approximately 1.5-2% until 2010 at which time the growth increased again to approximately 3-5%. Figure 1 shows the projected population if the growth continues at 4% through the year 2050. When the economy begins to regain strength this rate may increase again as the City still has large amounts of undeveloped land. It should be noted that the actual population may vary considerably from these numbers based on many factors not considered here.

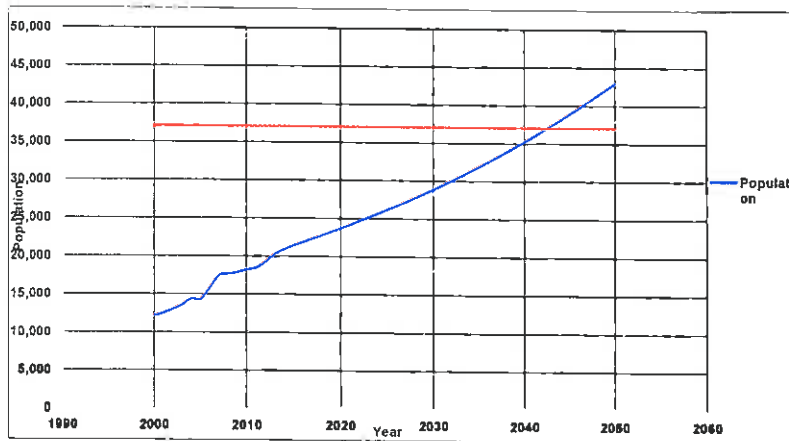


Figure 1. Projected Population Growth

In 2014, the City delivered 2,056 acre-feet of residential water and approximately 8 acre-feet of commercial water. This number for commercial use is significantly lower than previous years as Lagoon has begun to serve much of their own non culinary water.

By 2025, the estimated population is 26,186, or 6,547 ERC (based on four people per household). This means that in ten years, Farmington City will be required to supply at a minimum 5.24 mgd for peak daily demand and 2,932.8 ac ft per year, or an additional 0.88 mgd and 453 ac ft per year. By 2050, the projected population is 37,000 (9,300 ERC's) with current buildout projections, or nearly 43,000 (10,740 ERC's) if development densities are modified to allow further construction. If residents continue to use the annual average of 90 gpcd, water usage will rise to 3,634 ac ft per year.

If current use patterns continue, the City will need to provide between 4,400 and 5,050 acre-feet per year with peak demands between 3.93 and 4.51 MGD. The City feels that as new development is constructed, the use of high efficiency fixtures will help to conserve more water, but the majority of conservation improvements to be made within the City lie within the secondary water systems that serve the City.

Because the majority of this water will be produced due to changes to plumbing fixtures, the City feels that some conservation will be seen, but the amount is not quantifiable at this time. The City's annual average of 90 gallons per connection daily (gpcd) is already well below the states 2010 average of 185 gpcd and will be difficult to decrease further.

## **CURRENT WATER CONSERVATION EFFORTS**

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

### ***Culinary Water Rate Structure***

As outlined previously, the Culinary Water Rate Structure provides for increasing rates as the water usage increases, acting as an incentive to both conserve the culinary water and to encourage connection to and use of secondary water sources for irrigation.

### ***Connect Customers to Secondary Irrigation Water***

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

## Conservation Education

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

## IDENTIFIED WATER PROBLEMS

### Culinary Water Used for Summer Irrigation

As mentioned previously, new developments are required to connect to one of the secondary water systems available. Still, as Figure 2 shows, peak water consumption in the summer is approximately 60% more than the average winter use. This reflects the fact that some residents still use the culinary water system for summer irrigation, and other recreation uses.

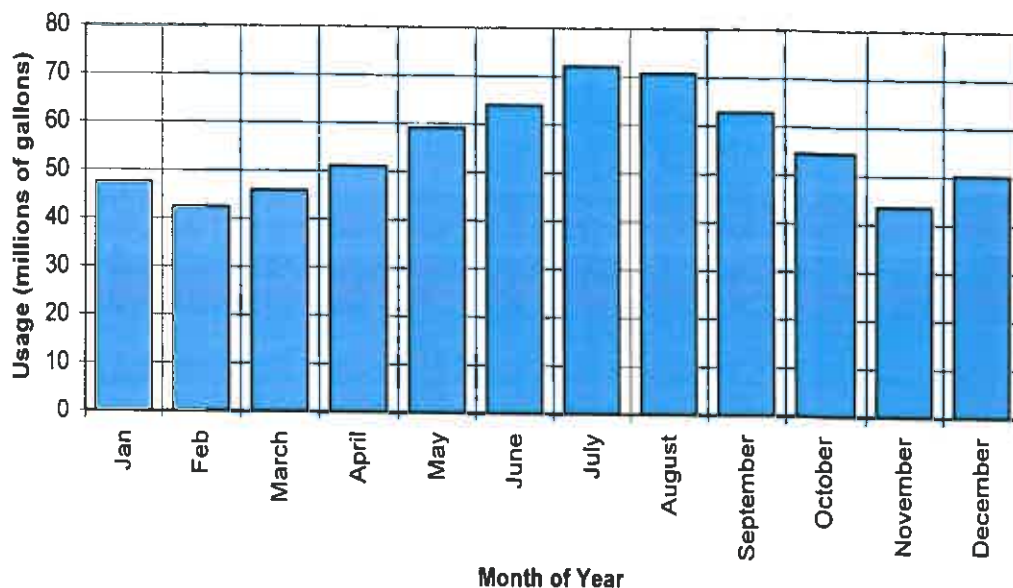


Figure 2. Average Water Use by Month from 2005 to 2015

### Variability in Conservation Efforts and the Economy

As seen in Figure 3, conservation efforts were most effective after 2007. Following the economic downturn, water use has reached its lowest point at 58 gpcd in 2013. An increased effort will be required to improve on this level of conservations.



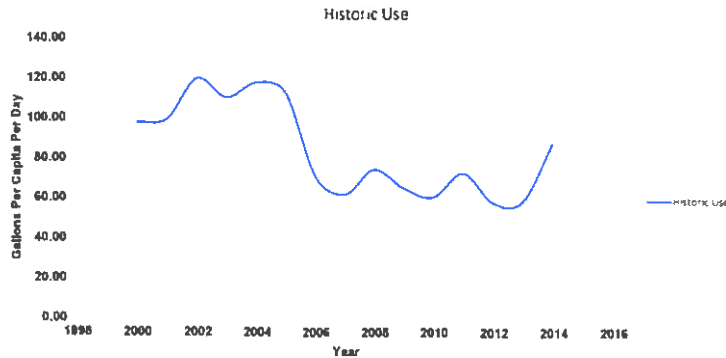


Figure 3. Water Consumption for Years 2000 to 2009

## WATER CONSERVATION GOALS

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

### ***Goal 1: Maintain the Per Capita Consumption Levels***

The goal in the previous water conservation plan was to decrease water consumption to 105 gpcd. This goal was achieved in 2009; however in the past three years there have been days when the daily consumptive use was as high as 145 gpcd. It is assumed that part of the reason for the fluctuation has occurred because there are still some outdoor use connections to the culinary water system. Therefore it is proposed that the goal for the City be to maintain a daily consumption less than 105 gpcd.

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

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

- Proper Irrigation practices

As mentioned previously, it is estimated that approximately 20% of Farmington's customers use culinary water for outside irrigation. Through continuing education and the higher Conservation Rate charges to water bills, customers will also be encouraged to establish and use secondary water connections.

In addition to education, the City will consider the enactment of several possible ordinances to further water conservation. Ordinances could include, for example, the following.

a. Lawn Watering Restrictions: Restricting lawn watering hours between the hours of 10 AM to 6 PM on a daily basis from April 15<sup>th</sup> through October 15<sup>th</sup> annually.

b. Low Flow Devices: An ordinance requiring new construction and remodeling to use low flow devices

### ***Goal 2: Maintain a Financially Viable Water Utility***

While the water pricing structure currently encourages conservation, it is critical that the City maintain a level of revenue that will not result in a shortfall. The City adopted a new rate structure for water in the summer of 2010, which is designed to produce adequate revenue to cover all costs to the City for providing, operating and maintaining the water system. The rate structure will continue to become more of a challenge as costs shift from growth related problems to repairing and replacing infrastructure, which are not covered in impact fees. Meters are being installed to better measure peaking between user classes. In the coming years, peaking and possibly rates due to peaking should be reevaluated based on the data collected from these new meters. Farmington City plans to replace all meters every ten years. In order to ensure that there is adequate revenue to fund the system, the water rate structure will be re-evaluated every five years. The City plans to re-evaluate the current rate structure within the next 3 years.

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

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

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

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

Farmington City desires to investigate more thoroughly exactly where the culinary water is going. By improving the current metering system, a system wide water audit can be performed. The water audit will compare total metered flow into the system with total metered flow delivered to customers. This will then verify the system integrity and help to identify major leaks or unaccounted for water in the system. While the cost of the system has been evaluated, inefficiencies or losses in the system have not been evaluated. Correcting these issues may not only lead to more conservation, but more revenue as well.

This goal was originally planned for completion in 2007. The City has made progress by planning for meter adjustments to be able to measure the impacts of certain commercial connections; however this goal has yet to be fully completed. It is the desire of Farmington City to accomplish this goal by 2020.

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

The City will continue to work closely with Benchland Irrigation and the Weber Basin Water Conservancy District (WBWCD) to conserve the use of irrigation water. Each of these Districts has active conservation programs. For example, both Districts prohibit watering between the hours of 10 AM to 6 PM on any day of the week. Both Districts publish watering guides from the Utah State University Extension service. Additionally, Benchland Irrigation has in the past established mandatory conservation measures and has a strict enforcement policy for violators of their conservation policies. Farmington City will encourage these agencies to continue to enact measurable goals for reduction of irrigation water within Farmington by the end of 2015. The City will also continue to encourage the installation of water meters on the secondary water system and is considering a requirement for secondary meters on all new developments. The City will cooperate with Benchland Irrigation and WBWCD in promoting irrigation water conservation by using the City's newsletter, utility billing stuffers, and the City's website.

## **WATER CONSERVED**

The city has used an average of 90 gpcd since 2000. If the goals outlined above are met and Farmington succeeds in maintaining a daily average of 105 gpcd, the City would be able to conserve approximately 10,500 acre feet of water through 2050, which is equal to approximately a 1year supply of water at that time.

Table 3 shows the projected population growth and the impact of the proposed conservation goals on per capita water use through 2030.

**Table 3  
Water Demand Projections**

Year	<sup>a</sup> Population	<sup>b</sup> ERC's	<sup>a</sup> Water Usage/Projections			<sup>f</sup> Per Capita Use (GPD)	Required Source	
			<sup>c</sup> AF/Yr	<sup>d</sup> MG/Yr	<sup>e</sup> MGD		<sup>g</sup> Peak Day Demands (MGD)	<sup>h</sup> Average Yearly Demand (AF)
2005	14,357	3589	1812.0	590.44	1.62	113	2.87	1607.98
2006	15,800	3950	1257.0	409.60	1.12	71	3.16	1769.60
2007	17,500	4375	1220.0	397.54	1.09	62	3.50	1960.00
2008	17,700	4425	1479.0	481.93	1.32	75	3.54	1982.40
2009	17,900	4475	1309.0	426.54	1.17	65	3.58	2004.80
2010	18,275	4569	1247.0	406.34	1.11	105	3.66	2046.80
2011	18,489	4622	1512.0	492.69	1.35	105	3.70	2070.77
2012	19,250	4813	1258.0	409.92	1.12	105	3.85	2156.00
2013	20,300	5075	1346.0	438.60	1.20	105	4.06	2273.60
2014	20,921	5230	2065.0	801.80	2.20	105	4.18	2343.15
2015	21,482	5371	2526.6	823.30	2.26	105	4.30	2405.98
2016	21,912	5478	2577.1	839.76	2.30	105	4.38	2454.10
2017	22,350	5587	2628.7	856.56	2.35	105	4.47	2503.19
2018	22,797	5699	2681.3	873.69	2.39	105	4.56	2553.25
2019	23,253	5813	2734.9	891.16	2.44	105	4.65	2604.31
2020	23,718	5929	2789.6	908.99	2.49	105	4.74	2656.40
2021	24,192	6048	2845.4	927.17	2.54	105	4.84	2709.53
2022	24,676	6169	2902.3	945.71	2.59	105	4.94	2763.72
2023	25,170	6292	2960.3	964.62	2.64	105	5.03	2818.99
2024	25,673	6418	3019.5	983.92	2.70	105	5.13	2875.37
2025	26,186	6547	3079.9	1003.60	2.75	105	5.24	2932.88
2026	26,710	6678	3141.5	1023.67	2.80	105	5.34	2991.54
2027	27,244	6811	3204.3	1044.14	2.86	105	5.45	3051.37
2028	27,789	6947	3268.4	1065.02	2.92	105	5.56	3112.40
2029	28,345	7086	3333.8	1086.32	2.98	105	5.67	3174.64
2030	28,912	7228	3400.5	1108.05	3.04	105	5.78	3238.14

a) Observed values through 2007, Estimated values through 2010 and Projected Values through 2020

b) ERC's are calculated based on 4 people per household

c) Historical numbers are from the Water use reports, projected use is based on the average of 55 a-f/yr per connection

d) This number is calculated from acre-foot usage

e) Years beyond 2010 are calculated based on the City's goal of 105 gpcd

f) Use beyond 2010 is based on goal of 105 gpcd

g) Calculated based on State requirement of 800 gpd per household connection for indoor use

## CITY COUNCIL AGENDA

For Council Meeting:  
December 1, 2015

### **SUBJECT: City Manager Report**

1. Executive Summary for Planning Commission held on November 19, 2015
2. Fire Monthly Activity Report for October 2015

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



# FARMINGTON CITY

## City Council Staff Report

H. JAMES TALBOT  
MAYOR

DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

To: Honorable Mayor and City Council

From: Eric Anderson – Associate City Planner

Date: November 20, 2015

SUBJECT: EXECUTIVE SUMMARY- PLANNING COMMISSION HELD NOVEMBER 19, 2015

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on November 19, 2015 [note: five commissioners attended the meeting— Acting Chair Brett Anderson, Kent Hinckley, Bret Gallacher, Alex Leeman, and Heather Barnum; Rebecca Wayment and Dan Rogers were excused.

Item 3 Nick Mingo/Ivory Development (Public Hearing) – Applicant is requesting a recommendation of zoning map and general plan amendment for 56.68 acres of property located at 1269 South 650 West from an AE (Agriculture Estates) and LM&B (Large Manufacturing and Business) zone to an LR (Large Residential) zone and an LM (Light Manufacturing) to a LDR (Low Density Residential) designation. (Z-5-15)

*Voted to continue the item until the applicant could provide an updated concept plan, and staff could review the plan prior to a public hearing.*

*Vote: 5-0*

Item 4 Nefi Garcia/Technology Associates on behalf of Verizon Wireless (Public Hearing) – Applicant is requesting conditional use permit approval to install a wireless tower facility on 3.68 acres of property located at approximately 340 West Park Lane in a C-R (Commercial Recreation) zone. (C-15-15)

*Voted to approve the conditional use permit as written in the staff report.*

*Vote: 5-0*

Respectfully Submitted

Eric Anderson  
Associate City Planner

Review & Concur

Dave Millheim  
City Manager





# Farmington City Fire Department

## Monthly Activity Report

October 2015



### Emergency Services

**Fire / Rescue Related Calls:** 23

*All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...*

**Ambulance Related Calls:** 53 / Transported 25 (47%)

*Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...*

**Calls Missed / Unable to adequately staff:** 3

**Urgent EMS Related Response Times (AVG):** 4.4 Minutes GOAL 4 minutes or less (+.4 min.)

**Urgent Fire Related Response Times (AVG):** 6.6 Minutes GOAL 4 minutes or less (+ 2.6min.)

### PT Department Man-Hours (based on the following 24-day pay period / October 16<sup>th</sup> and October 30<sup>th</sup>)

Part-Time Shift Staffing:	1,517	Budgeted 1,394	Variance 123
Part-Time Secretary:	86	Budgeted 80	Variance + 6
Part-Time Fire Marshal:	84	Budgeted 80	Variance + 4
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime + 44
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	411.5		
Emergency Callbacks:	113	FIRE 265 Hrs. / EMS 86 Hrs. (YTD) 1,825	
Special Event Hours:	16	(YTD) 1,103	
Total PT Staffing Hours:	2,227.5	(YTD) 14,031	

### Monthly Revenues & Grant Activity YTD

	Month	Calendar Year	FY 2015
Ambulance (September):			
Ambulance Services Billed:	\$55,319.72	\$456,251.47 YTD	\$706,873.78
Ambulance Billing Collected:	\$24,018.07	\$189,951.62 YTD	\$364,017.40
<b>Variances:</b>	<b>-\$31,301.65</b>	<b>-\$266,299.85 YTD</b>	<b>-\$342,856.38</b>
Collection Percentages:	43%	42%	51%

## Grants / Assistance / Donations

### Grants Applied For:

FEMA - AFG Safety Grant \$28,000 \$38,720 YTD

### Grants / Funds Received / Awarded:

Misc Equipment – Mr. Jon Asay \$2,000 \$11,800 YTD

## Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours

Drill # 1– Officers Monthly Meeting & Training:	15	
Drill #2 – Annual Life Safety / OPEN HOUSE	130	Avg. Wednesday Night Drill Att.
Drill #3 – Hotel / High Rise Training / Station Park	25	FFD Personnel This Month: 20
Drill #4 – Doctor Fredrickson / EKG / Chart Review	19.5	
Other:		
Inspections / Special Training Assignment*	62	
New Hire Boot Camp Training x 8	192	
<b>Total Training / Actual Hours Attended:</b>	<b>411.5</b>	<b>1,501.5 YTD</b>

## Fire Prevention & Inspection Activities

Existing Business Inspections:	QTY	
	56	
Re-Inspections – Existing Business	24	
Fire Plan Reviews & Related:		
Consultations & Construction Meetings:		
Station Tours & Public Education Sessions:	29	120 YTD

## Health, Wellness & Safety Activities

Reportable Injuries:	QTY	
	0	2 YTD
Physical Fitness / Gym Membership Participation %	100%	
Chaplaincy Events:	2	

## FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	0	3 YTD
-----------------------------------------------	---	-------

**Active FFD Committees:** Emergency Medical Services (EMS), Apparatus & Equipment, FireWise, Rescue/Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub-Ed, Haz-Mat, and Facilities.

### Additional Narrative:

*Emergent EMS response times averaged 4.4 minutes and Emergent FIRE response times averaged 6.6 minutes. Three calls resulted in “no-staffing” or “short-staffing” of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to availability). 47% of all Ambulance calls resulted in transporting patients to Hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. Full-time personnel assisted with our annual Life Safety / Open House and assisted with new-hire (part-time) “Boot Camp” training that accrued overtime hours.*





*All new hires are required to successfully complete a 54-hour training camp prior to working regular part-time shifts. This training program is one of the most progressive programs held by FFD to date. Delivering high quality service, while promoting employee safety is our #1 goal - see attached sheet with pictures. Regular training throughout the month focused on Leadership Development, Business Inspection Practices, Public Education, Hotel / High-Rise Operations, EKG Interpretation and Medical Chart Review with Doctor Fredrickson.*

Several crucial apparatus repairs were completed as previously identified in the September narrative with an anticipated cost between 9 and 10K. A replacement ceiling heater was installed in the main bay of the station in time for the cold season. After receiving permission from the council, FFD proceeded with placing the order of a new (replacement) 4x4 Ambulance that might be completed as soon as late January 2016. FFD also relocated several pieces of apparatus to a new facility located at the city shops. This non-staffed building enables the department to place several pieces of apparatus on the west side of Farmington to help augment west-side responses during high incident periods. This also helps ensure emergency equipment remains pre-staged on the west side of the I-15 corridor in the event of a natural disaster.



*Note: Special thanks to Mr. Cory Brazell who played a key role in this project!*

I would like to give a personal "Shout-Out" to all of our staff who stepped it up over the last several months. As our city continues to grow, so does the need for Plan Reviews, Code Enforcement, Ongoing Business Inspections, Preplanning, Fire / Rescue / Haz-Mat / EMS Responses and Training - not to forget public education within Farmington. These tasks are managed and executed by the most dedicated and loyal public servants Farmington has ever seen – most of whom are part-time without benefits.

The department would also like to recognize the City Youth Council and the Farmington C.E.R.T members for their help at our annual Life Safety / Open House. An additional "THANK YOU" also goes out to Mr. Jon Asay who kindly donated an approximate \$2,000 worth of FIRE and EMS related equipment to the Fire Department.



*Please feel free to contact myself at your convenience with questions, comments or concerns:*

Cell (801) 643-4142 or email [gsmith@farmington.utah.gov](mailto:gsmith@farmington.utah.gov)

*Respectfully,*

  
Guido Smith  
Fire Chief

## Farmington City Fire Department Recruit Training 2015



## CITY COUNCIL AGENDA

For Council Meeting:  
December 1, 2015

**S U B J E C T: Mayor Talbot & City Council Reports**

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