

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to discuss high school site impacts and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

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 15, 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 Review and Acceptance of Audit Report

7:25 Presentation of "Award of Financial Reporting Achievement" to Keith Johnson

7:30 Timing of the Collection of Park Impact Fees for Future Project – Discussion Only

7:45 Inventory of Sidewalks as they relate to New West Side Schools – Discussion Only

JOINT CITY COUNCIL/PLANNING COMMISSION

8:00 Residences at Farmington Hills GeoTech and Geological Hazards Reports
Presentation

CITY COUNCIL – SUMMARY ACTION:

8:45 Minute Motion Approving Summary Action List

1. Farmington Park Phase 2 Improvements Agreement
2. Farmington Bungalows Improvements Agreement
3. Park Lane Commons Phase 3 Improvements Agreement
4. Ordinance Establishing Dates, Time and Place for Holding Regular City Council Meetings
5. Approval of City Council Minutes from November 10, 2015

6. Approval of City Council Minutes from November 17, 2015
7. Approval of City Council Minutes from December 1, 2015
8. Approval of Storm Water Bond Log for September, October and November
9. Resolution to end Contributions to the Retirement Health Savings Plan (RHS) for Part Time Firefighters
10. Park Lane Extension Agreements

GOVERNING BODY REPORTS:

8:50 City Manager Report

1. Building Activity Reports for September, October and November
2. Fire Monthly Activity Report
3. Executive Summary for Planning Commission held December 3, 2015
4. Lagoon/Station Park Shuttle 2015 Performance Report
5. Suggested Dates for Strategic Planning (February 3rd or 4th in the morning or February 18th any time)
6. Set Hearing Date for Proposed Amendments to Buffalo Ranch Conservation Easements
7. Update on Prop 1 Funding

9:05 Mayor Talbot & City Council Reports

1. Planning Commission Appointment

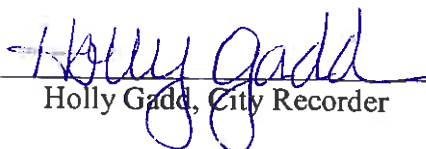
ADJOURN

CLOSED SESSION

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

DATED this 10th day of December, 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 15, 2015

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

It is requested that City Councilmember John Bilton give the invocation to the meeting and it is requested that City Councilmember Doug Anderson 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 15, 2015

S U B J E C T: Review and Acceptance of Audit Report

ACTION TO BE CONSIDERED:

Hear the auditors presentation of the audit and approve the audit report for FY 2015.

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.



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: Mayor and City Council
From: Keith Johnson, Assistant City Manager
Date: December 3, 2015
Subject: **AUDIT REPORT.**

RECOMMENDATIONS

Hear the auditors presentation of the audit and approve the audit report for FY 2015.

BACKGROUND

Enclosed is the CAFR (comprehensive annual financial report) for FY 2015. The auditors have completed the audit of the City finances and will present their report to you in the work session and for your approval in the City Council meeting.

The audit report shows that the General Fund for the City ended with a fund balance of \$1,933,286, with the unassigned balance of \$1,792,672 and the rest either restricted or assigned. This is an increase to the fund balance of around \$341,000, which the original budget showed the fund balance decreasing by \$327,611. Revenues came in higher than budgeted by over \$770,000 from the original budget. Expenditures were only \$100,000 more than originally budgeted, but were almost \$260,000 less than the amended budget. This is good to have the increase in the fund balance instead of using some of the fund balance. The fund balance is under the 25% limit required by the State. The biggest change in revenue was sales taxes increased by over \$413,000 from the previous fiscal year and revenues increased overall by over \$490,000 or over a 5.8% increase.

All other funds look good even though the water and storm drain funds did not cover operating expenses with operating revenues. This was because the City did some major line replacements and other operating capital projects in these funds. It is necessary to stay up on these improvements to keep these systems at a good operating level. The recreation never covers expenses as the General Fund always transfers monies in for the overhead and personnel costs for the recreation programs.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
December 15, 2015

S U B J E C T: Presentation of "Award of Financial Reporting Achievement" to
Keith Johnson

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

The Utah GFOA organization will be making this presentation.

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CITY COUNCIL AGENDA

For Council Meeting:
December 15, 2015

SUBJECT: Timing of the Collection of Park Impact Fees for Future Project

ACTION TO BE CONSIDERED:

Discussion Only

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim.

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FARMINGTON CITY

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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: December 8, 2015

SUBJECT: **TIMING OF COLLECTION OF PARK IMPACT FEES**

RECOMMENDATION

Discussion Only. If Council agrees after the discussion, direct Staff to prepare a Resolution changing the timing of collection of the Park Impact Fee from recordation of the plat to issuance of a building permit. This proposed change would need to be duly noticed for potential adoption and staff would recommend the start date of the new timing to coincide with the date the new park impact fees go into effect which is approximately 60 days from now.

BACKGROUND

When the Council recently held discussion on the new Park Impact Fee, members of the local building community suggested the City look at when the fee is being collected. Staff was directed to research the issue and bring back a recommendation. Attached is a survey we conducted of other Davis County Cities. Only two collect the fee at recording of the plat. All others collect it at issuance of the building permit.

Clearly, this is a “pass through” fee where the developer of the lots is putting that fee into his lot pricing which the future homeowner at some point bears the full cost. Do not expect lot prices to drop in Farmington if you approve the recommended timing change. The change will result in the builder having less carrying costs on his project until such time as he sells the respective lots. This is a big help to the developer and builder. For example, if he was doing a 20 lot subdivision, he would not be carrying an additional approximately \$80,000 in up front costs related to the Park Impact fees. Some would also argue that there is no new park impact until that new family resides in the City which clearly happens when they occupy their new home.

A few other items from the survey are worth noting. Very often, the building community and others get hung up on the difference in Park Impact Fees between cities but for the

wrong reasons. The state impact fee statute clearly sets forth that each City can and should have their own individual "level of service" based on some Capital Facilities Plan. In the case of Farmington, we do have the highest park impact fee in the County but this is easily explained for two reasons. The first is we have set a pretty high level of service in our parks and trails. The second is we are a rapidly growing City where we have made a policy decision that new growth should pay for those new park impacts.

You will also note there are two cities that do not charge a park impact fee. Both of these are built out cities where their parks are what they are. Therefore, no new parks and the related park impacts. Some could argue in those cities that new residents as they move in are getting a greater benefit because they are not having to pay for park impact they are causing which some earlier resident helped pay for through earlier fees imposed or property taxes. It is a weak argument because for someone new to move in someone else had to move out which creates an equilibrium using an economic modeling approach.

The last thing worth pointing out from the survey is some cities are really hammering the multi-family resident in that they are charging the single family rate to the multi-family project on a per unit basis. Staff believes this is a pure policy decision and is not suggesting we go this direction. We believe keeping the rate structure different between single family and multi-family projects is more fair and consistent with the recently completed analysis we did for the new fees.

While not required, but in the spirit of transparency and since this recommendation came about from the suggestion of the local building community, we are copying their representative in advance of the Council meeting with this staff report.

Respectfully Submitted



Dave Millheim
City Manager

cc: Paul Ray, Northern Utah Home Builders Association

PARK IMPACT FEE SCHEDULES COMPARISONS - DAVIS COUNTY

Updated 12/7/2015

CITY	Single family	Multiple family	Mobile home	All others	Fees Due
Bountiful City	They do not have a park impact fee.	N/A	N/A	N/A	N/A
Centerville City	\$2,057 each				Building permit
Clearfield City	\$2,339 each			\$1,441 each	Building permit
Clinton City	\$2,027 each				Building permit
Kaysville City	\$1,525 each	\$831 per unit			Building permit
Layton City	\$1,873 each	\$1,381 per unit	\$1,369 per pad		Building permit
North Salt Lake City	\$2,200 low density	\$1,800 med-high density		* Except Eaglewood subd. But includes Eaglewood North and all new or future subdivisions.	Building permit
South Weber City	\$834 each	\$691 per unit			Plat
Sunset City	Built out no Park fees	N/A	N/A	N/A	N/A
West Bountiful City	\$2,096 each	\$775 per unit			Building permit
West Point City	\$2,380.86 each	\$1,780.86 each			Building permit
Woods Cross City	\$2,529 each	\$1,678 per unit			Building permit
Farmington City	\$3,000 vs. current fee. New fee starts 2/15/2015 \$4,089 each	\$2,000 ea. current fee. New fee starts 2/15/2015 \$3,828 each			At plat

CITY COUNCIL AGENDA

For Council Meeting:
December 15, 2015

S U B J E C T: Inventory of Sidewalks as they relate to New West Side Schools

ACTION TO BE CONSIDERED:

Discussion Only

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell.

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
COBY R. RITZ
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: December 15, 2015

SUBJECT: **REVIEW THE EXISTING SIDEWALK INVENTORY AROUND THE NEW ELEMENTARY AND HIGH SCHOOLS**

RECOMMENDATION

DISCUSSION ONLY – Receive direction from City Council on sidewalk priorities, Councilmember Mellor asked this be placed on the agenda.

BACKGROUND

Due to resident and City staff concern a sidewalk inventory has been completed for a ½ mile radius around the new elementary and high schools. There are significant portions of sidewalk that are missing in potential pedestrian school routes. Some segments are impact fee eligible while others will be installed by the school district or developers. There are many portions of sidewalk that if installed will need to be funded by the City with possible pioneering agreements established. Attached is a map which shows the missing sidewalk and staff suggested priorities.

SUPPLEMENTAL INFORMATION

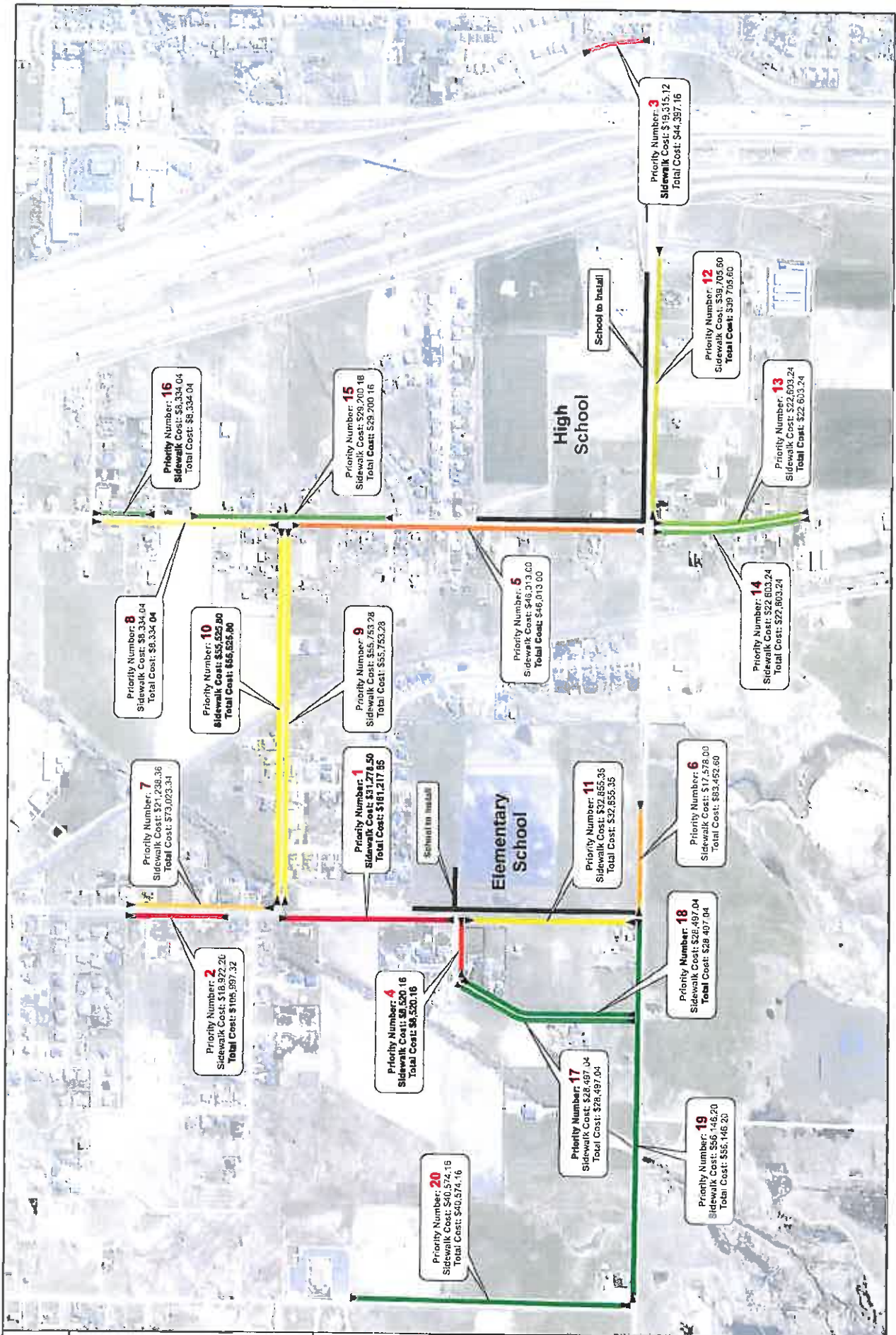
1. Map

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager



Elementary/High School Sidewalk Inventory

Priority

High █ █ █ █ Low

0 25 50 100 150 200
feet

Disclaimer: This map was produced by Fremont City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited use. Fremont City makes no warranty as to the accuracy of the information contained for any other purpose.

High School and Elementary School Sidewalk Improvements

Number:	Adress:	Sidewalk Location:	On Which Side?	Distance: (ft)	Sidewalk and Road Widening Cost	Sidewalk Cost Only	Priority:
1	1525 West	South of 549 S. LDS Church to Glovers Lane	East Side of Road	1962	40,574.16	40,574.16	20
2	Glovers Lane	1525 West to Corner of Elementary School	North Side of Road	2715	56,146.20	56,146.20	19
3	700 South	Shirley Rae to 1100 West	South Side of Road	412	8,520.16	8,520.16	4
4	Shirley Rae	Connect to Existing Sidewalk on 700 South, extend to Glovers Lane	West Side of Road	1378	28,497.04	28,497.04	17
5	Shirley Rae	Connect to Existing Sidewalk on 700 South, extend to Glovers Lane	East Side of Road	1378	28,497.04	28,497.04	18
6	1100 West	Connect to Existing Sidewalk on Buffalo Ranch Trail extend to 475 South	West Side of Road	732	105,997.32	18,922.20	2
7	1100 West	From Buffalo Ranch Trail to 500 South	East Side of Road	1027	73,023.34	21,238.36	7
8	1100 West	From 500 South to 700 South	West Side of Road	1210	161,217.65	31,278.50	1
9	1100 West	From 700 South to Glovers Lane	West Side of Road	1271	32,855.35	32,855.35	11
10	500 South	Connect to Existing on 1100 West, Extend to 650 West	South Side of Road	2696	55,753.28	55,753.28	9
11	500 South	From 1100 West to 650 West	North Side of Road	2685	55,525.80	55,525.80	10
12	650 West	From 250 S to Existing Sidewalk on 350 South	East Side of Road	403	8,334.04	8,334.04	16
13	650 West	From 250 South to 500 South	West Side of Road	1292	8,334.04	8,334.04	8
14	650 West	From Existing Sidewalk on 400 South 650 West to Existing Sidewalk on 660 South	East Side of Road	1412	29,200.16	29,200.16	15
15	650 West	From 500 South to Existing on Glovers	West Side of Road	2225	46,013.00	46,013.00	5
16	650 West	From Glovers Lane on 650 West to 1125 South	East Side of Road	1093	22,603.24	22,603.24	13
17	650 West	From Glovers Lane on 650 West to 1125 South	West Side of Road	1093	22,603.24	22,603.24	14
18	Glovers Lane	From 650 West to Existing Overpass Sidewalk	South Side of Road	1920	39,705.60	39,705.60	12
19	Inter-State 15 Frontage Road	Connect to Existing Sidewalk North of Glovers Lane on Frontage Road	East Side of Road	467	44,397.16	19,315.12	3
20	Glovers Lane	1100 West to Farmington Park Phase 3	North Side of Road	700	83,452.60	17,578.00	6
Total Costs =					867,798	591,494.53	

CITY COUNCIL AGENDA

For Council Meeting:
December 15, 2015

**S U B J E C T: Residences at Farmington Hills GeoTech and Geological Hazards
Reports Presentation**

ACTION TO BE CONSIDERED:

Discussion Only

GENERAL INFORMATION:

A U of U Professor will be making this presentation. See enclosed staff report prepared by Eric Anderson.

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
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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: December 7, 2015

SUBJECT: **Residences at Farmington Hills GeoTech and Geological Hazards Reports Presentation**

RECOMMENDATION

No Action Required

BACKGROUND

On June 30, 2015 the City Council considered the schematic plan for the Residences at Farmington Hills; the vote was split 3-2 in favor of approval. As part of this approval, the City Council wanted to see more information as it relates to Chapter 30 of the Zoning Ordinance prior to giving the applicant vesting at preliminary plat. The applicant has now completed the requirements necessary at this stage of the process from Chapter 30 in two separate reports: *Geologic Hazards Assessment Farmington Hills Development* and *Geotechnical Investigation Farmington Hills Development* both of which have been attached for your review.

Several weeks ago, Dave Millheim was approached by a resident named Cory Crowell who had found a professor of geology at the University of Utah named Dr. Kathleen Nicoll who was willing to speak to the City Council to give her opinion on this development. At that time, Dave told Mr. Crowell that he needed to go through the process before scheduling any kind of City Council presentation. Mr. Crowell then contacted me and we set up a time for Dr. Nicoll to present to staff, and members of Elite Craft Homes regarding the geotech and geohazard reports; this presentation occurred on Friday October 30th.

On November 2nd, the City Council received a memo summarizing the meeting. While much of the discussion was focused on unrelated areas along the Wasatch Front, and there was little analysis/critique done of the project site and the geotech specifically related to Residences at Farmington Hills, staff still felt that there were some relevant issues that would be worth the City Council hearing about. The following is from that memo:

“In conclusion, Dr. Nicoll stated that this was one of the best reports she had ever seen. That being said, the following is a list of takeaways that the City should be looking for:

- Homes should be sited away from the precipice of a hill as this will increase the likelihood that a landslide will occur
- Development and roads on the toe of naturally occurring slopes should be avoided as cutting into these will increase the likelihood of system failure
- If development is to occur, it should be at a lower density as this reduces the pressure put on the hillside
- Overwatering of lawns and landscaping should be avoided as it can lead to sloughing and landslides
- Naturally occurring runnels and coulees should not be developed on or altered, as these are high risk areas where water comes off the mountain
- Retaining walls will not fully mitigate potential hazards if not used in unison with the other techniques mentioned above.

NEXT STEPS

The City Council will hear the Residences at Farmington Hills as a public hearing as part of the annexation approval. At that time, the council will review the relevant geotech and geohazard studies as part of their consideration for annexation approval; which is a discretionary item. Additionally, the council when it made its motion for approval in June added a condition 11 which read: “Preliminary Plat must also be considered at a Public Hearing and approved by the City Council prior to annexation, subject to approval by the City Attorney.” This condition creates two potential problems: first, this will create the need for three public hearings 1) Planning Commission preliminary plat, 2) City Council preliminary plat, and 3) City Council annexation; and second, having preliminary plat at City Council violates our own Subdivision Ordinance as set forth in Section 12-6-060. However, the City Council, in its wisdom, did add the out “subject to approval by the City Attorney”. Staff did discuss this with the City Attorney and he advised that we remove this condition. If so, there will still be three public hearings. Staff needs more direction on this. What could work is a compromise where preliminary plat and the annexation is heard concurrently by the Planning Commission (since they will be a recommending body only for annexation) and then the annexation will be heard by the City Council in a public hearing. The City Council will still be able to review the plat as it relates to the annexation and make a decision informed by the geo-studies.

SUGGESTED ACTIONS

Part of the intent behind inviting Dr. Nicoll to present to staff was to prevent a circumvention of the process, and to have staff “vet” the presentation to ensure that it would be valuable for the City Council to hear. Staff is recommending that Dr. Nicoll is allowed to present to the City Council and Planning Commission in a joint session, but that she is limited to 15-20 minutes, and that the discussion be focused, as much as possible, on

the Residences at Farmington Hills and the subsequent geotech and geohazards reports. And in a spirit of fairness, after Dr. Nicoll's presentation, staff is recommending that the engineers from GeoStrata be allotted the same amount of time as Dr. Nicoll for rebuttal."

The item before you tonight is an attempt to abide by the suggested actions section above.

Respectfully Submitted



Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
December 15, 2015

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

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FARMINGTON CITY



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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: December 15, 2015

SUBJECT: FARMINGTON PARK PHASE 2 IMPROVEMENTS AGREEMENT

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Fieldstone Farmington Park, LLC and Farmington City for Farmington Park Phase 2 Subdivision.

BACKGROUND

The improvement bond estimate for the Farmington Park Phase 2 Subdivision is \$612,703.00 which includes a 10% warranty bond. Fieldstone Farmington Park, LLC has submitted a Cash Deposit Improvements Agreement with Farmington City to administer a cash account for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, all the bond except the warranty amount will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur,

Dave Millheim
City Manager

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between Fieldstone Farmington Park, LLC. (hereinafter "Developer"), whose address is 12896 S. Pony Express Rd. #400 Provo, UT, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Farmington Park Ph 2, located at approximately 950 S. 950 W., in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 612,703.⁰⁰.

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

- 1. Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
- 2. Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
- 3. Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 612,703.⁰⁰ for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.
5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.
6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.
7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.
8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as herein provided, and any withdrawals from the Deposit by the city shall not

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

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.
13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.
19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.
24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.
25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 3rd day of December, 2015

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:


By: Kameron Spencer

Its: Assistant Secretary

DEVELOPERS ACKNOWLEDGEMENT

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

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Partnership)

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this 3rd day of December, 2015, personally appeared before me Kameron Spencer who being by me duly sworn did say that he or she is the Assistant Secretary of Fieldstone Farmington Park, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Stephanie J
NOTARY PUBLIC
Residing in Draper County, Salt Lake



Farmington Park Phase 2
 Bond Estimate
 Revised 8-27-2015

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
18" RCP Pipe (Includes Bedding and Fill)	895	LF	\$ 44.00	\$ 39,380	0	0	0
15" RCP Pipe (Includes Bedding and Fill)	905	LF	\$ 36.00	\$ 32,580	0	0	0
Standard Inlet Box	5	EA	\$ 2,000.00	\$ 10,000	0	0	0
Combination Box	6	EA	\$ 3,800.00	\$ 22,800	0	0	0
Manhole / Junction Box	4	EA	\$ 3,000.00	\$ 12,000	0	0	0
SWPPP	1	LS	\$ 5,000.00	\$ 5,000	0	0	0
Inlet / Outlet Structure	2	EA	\$ 2,000.00	\$ 4,000	0	0	0
Subtotal				\$ 125,760			
10% Warranty Bond				\$ 12,576			
Total				\$ 138,336			

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
8" PVC DR-35	1010	LF	\$ 30.00	\$ 30,300	0	0	0
Clean out	1	EA	\$ 1,500.00	\$ 1,500	0	0	0
48" Sewer Manhole	6	EA	\$ 2,600.00	\$ 15,600	0	0	0
Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000	0	0	0
Sewer Lateral	18	EA	\$ 1,500.00	\$ 27,000	0	0	0
Subtotal				\$ 78,400			
10% Warranty Bond				\$ 7,840			
Total				\$ 86,240			

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Connect to Existing	2	EA	\$ 4,000.00	\$ 8,000	0	0	0
8" C900 PVC	1300	LF	\$ 30.00	\$ 39,000	0	0	0
8" Valve	6	EA	\$ 1,800.00	\$ 10,800	0	0	0
8" Fittings	6	EA	\$ 1,000.00	\$ 6,000	0	0	0
Water Lateral	18	EA	\$ 1,300.00	\$ 23,400	0	0	0
Fire Hydrant	3	EA	\$ 4,650.00	\$ 13,950	0	0	0
Subtotal				\$ 101,150			
10% Warranty Bond				\$ 10,115			
Total				\$ 111,265			

Road Improvements									
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%		
Clear and Grub	1	LS	\$ 4,000.00	\$ 4,000	0	0	0		
Rough Grade	1	LS	\$ 20,000.00	\$ 20,000	0	0	0		
Sawcut Asphalt	60	LF	\$ 3.15	\$ 189	0	0	0		
Curb and Gutter w/ Base	2365	LF	\$ 20.00	\$ 47,300	0	0	0		
Sidewalk w/ Base	9460	SF	\$ 4.70	\$ 44,462	0	0	0		
ADA Ramp	4	EA	\$ 1,200.00	\$ 4,800	0	0	0		
12" Road Base	43820	SF	\$ 1.30	\$ 56,966	0	0	0		
3" Asphalt Road	33320	SF	\$ 1.80	\$ 59,976	0	0	0		
Fence	700	LF	\$ 20.00	\$ 14,000	0	0	0		
Subtotal				\$ 251,693					
10% Warranty Bond				\$ 25,169					
Total				\$ 276,862					
Total Bond				\$ 612,703					

Road Signs				
Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	33320	SF	\$ 0.20	\$ 6,664
Street Signs	7	EA	\$ 300.00	\$ 2,100
Street Lights	3	EA	\$ 3,200.00	\$ 9,600

**Farmington Park Phase 2
Road Excavation Bond Estimate
Revised 8-27-2015**

Existing Improvements					
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Amount
Asphalt Replacement	120	SF	\$ 3.00	\$	360
Permit Fee	1	LS	\$ 65.00	\$	65
Total				\$	425
Minimum bond amount applies			\$ 1,000.00		
Permit Fee			\$ 65.00		
Total			\$ 1,065.00		



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: Ken Klinker, Planning Department

Date: December 15, 2015

SUBJECT: FARMINGTON BUNGALOWS IMPROVEMENTS AGREEMENT

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between LF Bungalows LLC and Farmington City for Farmington Bungalows Subdivision.

BACKGROUND

The warranty bond estimate for the Farmington Bungalows Subdivision is \$31,727.00. No improvement bond was posted since they decided to wait to record their plat. LF Bungalows LLC has submitted a Cash Deposit Improvements Agreement with Farmington City to administer a cash account for this project in the same amount.

This warranty bond will be released after a warranty period of 1 year once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur,

Dave Millheim
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between LF Bungalows LLC (hereinafter "Developer"), whose address is 4505 S. Wasatch Blvd, LLC UT and #4124 Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Farmington Bungalows, located at approximately 361 W. 50 S. Farmington, UT, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 31,727⁰⁰.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within - 0 - months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 31,727⁰⁰ for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.
5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.
6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.
7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.
8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as

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

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.
14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.
17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.
19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

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

23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.
24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.
25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 23rd day of November, 2015

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

LF Bungalows LLC

By: _____

Its: Manager

DEVELOPERS ACKNOWLEDGEMENT

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

STATE OF UTAH)
 :SS.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)
 :SS.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Partnership)

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this 23rd day of November, 2015, personally appeared before me Todd Demarets who being by me duly sworn did say that he or she is the manager of LF Bungalows, llc, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

[Signature]

NOTARY PUBLIC
Residing in Salt Lake County, Utah.



CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 20____, personally appeared before me
H. James Talbot and Holly Gadd who, being by me duly sworn, did say that they are the
Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons
acknowledged to me that said corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in _____ County, _____.



LF BUNGALOWS LLC
4505 S WASATCH BLVD. STE 130
SALT LAKE CITY, UT 84124

000010

23/01/15

11-23-15

Date

Pay to the Order of Farmington City

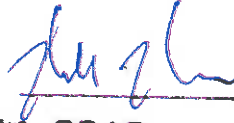
\$ 31,727.00

Thirty one thousand Seven hundred Twenty seven and 00/100 Dollars



Bank of America Fork
BIG CITY BANKING - SMALL TOWN SERVICE
www.bankofamerica.com - 1-888-848-3434

For warranty



⑆ 124301025⑆

10118719⑈ 0010

Road Improvements

Item	Quantity	Unit	Unit Cost	Bond Amount	Developer	System	Bond Released	Current Draw	%
Clear and Grub / Structure Removal	1	LS	\$ 10,000.00	\$ -			0	0	#DIV/0!
Mass Grading	1	LS	\$ 3,000.00	\$ -			0	0	#DIV/0!
Rough Grade	28000	SF	\$ 0.15	\$ -			0	0	#DIV/0!
Sewer Access Road	1400	SF	\$ 4.00	\$ 5,600			0	0	0
Cross Gutter	55	LF	\$ 80.00	\$ 4,400			0	0	0
Curb and Gutter w/ Base	900	LF	\$ 20.00	\$ -			0	0	#DIV/0!
Sidewalk	4000	SF	\$ 4.75	\$ 19,000			0	0	0
ADA Ramp	2	EA	\$ 500.00	\$ 1,000			0	0	0
Asphalt Road (3" w/ 12" base)	13850	SF	\$ 3.00	\$ -			0	0	#DIV/0!
Asphalt Remove and Replace / Saw Cut	800	SF	\$ 6.50	\$ -			0	0	#DIV/0!
Subtotal				\$ 30,000					
System Cost Credit for Line Upsize				\$ -					
Subtotal after System Deductions				\$ 30,000					
10% Warranty Bond Amount				\$ 13,434					
Total				\$ 43,434					
Total Bond				\$ 61,727					

Cash Deposits

Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	13850	SF	\$ 0.20	\$ 2,770
Street Signs	1	EA	\$ 300.00	\$ 300
Street Lights	1	EA	\$ 3,200.00	\$ 3,200

31,727 - warranty

Farmington Bungalows
Bond Estimate
Revised 12-17-2014 (Reflects Completed Work)

Storm Drain										
Item	Quantity	Unit	Unit Cost	Bond Amount	Developer	System	Bond Released	Current Draw	%	
15" RCP Pipe	46	LF	\$ 35.00	\$ -			0	0	#DIV/0!	
72" RCP Pipe	117	LF	\$ 200.00	\$ -			0	0	#DIV/0!	
Double Curb Inlet Box	1	EA	\$ 5,500.00	\$ -			0	0	#DIV/0!	
Outlet Structure	1	EA	\$ 5,000.00	\$ -			0	0	#DIV/0!	
7' Manhole / Cleanout	1	EA	\$ 7,000.00	\$ -			0	0	#DIV/0!	
Imported Bedding Gravel	100	TN	\$ 17.00	\$ -			0	0	#DIV/0!	
Imported Structural Fill	130	TN	\$ 10.50	\$ -			0	0	#DIV/0!	
Subtotal				\$ -						
System Cost Credit for Line Upsize				\$ -						
Subtotal after System Deductions				\$ -						
10% Warranty Bond Amount				\$ 5,469						
Total				\$ 5,469						

Sanitary Sewer										
Item	Quantity	Unit	Unit Cost	Bond Amount	Developer	System	Bond Released	Current Draw	%	
8" PVC DR-35	350	LF	\$ 24.00	\$ -			0	0	#DIV/0!	
48" Sewer Manhole	2	EA	\$ 3,250.00	\$ -			0	0	#DIV/0!	
Manhole Collars	3	EA	\$ 400.00	\$ -			0	0	#DIV/0!	
Connect to Existing	1	EA	\$ 6,000.00	\$ -			0	0	#DIV/0!	
Sewer Lateral	9	EA	\$ 850.00	\$ -			0	0	#DIV/0!	
Imported Bedding Gravel	200	TN	\$ 17.00	\$ -			0	0	#DIV/0!	
Imported Structural Fill	2762	TN	\$ 10.50	\$ -			0	0	#DIV/0!	
Subtotal				\$ -						
System Cost Credit for Line Upsize				\$ -						
Subtotal after System Deductions				\$ -						
10% Warranty Bond Amount				\$ 7,458						
Total				\$ 7,458						

Culinary Water										
Item	Quantity	Unit	Unit Cost	Bond Amount	Developer	System	Bond Released	Current Draw	%	
Connect to Existing	1	EA	\$ 5,500.00	\$ -			0	0	#DIV/0!	
Water Lateral	9	EA	\$ 1,250.00	\$ -			0	0	#DIV/0!	
8" C900 PVC	425	LF	\$ 25.00	\$ -			0	0	#DIV/0!	
8" Valve	2	EA	\$ 1,720.00	\$ -			0	0	#DIV/0!	
8" Fitting	3	EA	\$ 600.00	\$ -			0	0	#DIV/0!	
Imported Bedding Sand	270	TN	\$ 8.00	\$ -			0	0	#DIV/0!	
Imported Structural Fill	375	TN	\$ 10.50	\$ -			0	0	#DIV/0!	
Fire Hydrant	1	EA	\$ 6,000.00	\$ -			0	0	#DIV/0!	
Subtotal				\$ -						
System Cost Credit for Line Upsize				\$ -						
Subtotal after System Deductions				\$ -						
10% Warranty Bond Amount				\$ 5,366						
Total				\$ 5,366						

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: Ken Klinker, Planning Department

Date: December 15, 2015

SUBJECT: PARK LANE COMMONS PHASE 3 IMPROVEMENTS AGREEMENT

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Farmington Square, LLC and Farmington City for Park Lane Commons Phase 3 Subdivision.

BACKGROUND

The improvement bond estimate for the Park Lane Commons Phase 3 Subdivision is \$310,053.15 which includes a 10% warranty bond. Farmington Square, LLC has submitted a Cash Deposit Improvements Agreement with Farmington City to administer a cash account for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, all the bond except the warranty amount will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur,

Dave Millheim
City Manager

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between FARMINGTON SQUARE, LLC (hereinafter "Developer"), whose address is 1200 W - Red Barn Lane, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as PARK LAKE COMMONS PHASE 3, located at approximately 529 N - Station Parkway, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 310,053.⁶⁵.

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

- 1. Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 Months months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
- 2. Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
- 3. Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 310,053.⁶⁵ for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.
5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.
6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.
7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.
8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as herein provided, and any withdrawals from the Deposit by the city shall not

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

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.
13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.
17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.
19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.
24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.
25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this ____ day of _____, 20__

CITY:

DEVELOPER:

FARMINGTON CITY CORPORATION

Premington Source, LLC

By: _____
H. James Talbot, Mayor

By: [Signature]

Its: Manager

ATTEST:

Holly Gadd, City Recorder

DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
 :SS.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)
 :SS.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)
 :SS.
COUNTY OF _____)

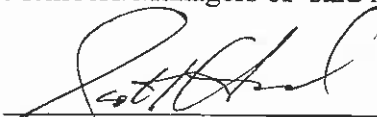
On this _____ day of _____, 20____, personally appeared before me, _____, who being by me duly sworn did say that he/she/they is/are the _____ of _____, a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : SS.
COUNTY OF Davis)

On this 2 day of December, 2015, personally appeared before me RICHARD A. HAWES who being by me duly sworn did say that he or she is the Manager of Farmington Square, LLC, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.



NOTARY PUBLIC
Residing in Davis County, Utah.

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 20____, personally appeared before me H. James Talbot and Holly Gadd who, being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in _____ County, _____.

Road Improvements

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Clear and Grub	1	LS	\$ 500.00	500.00	0	0	0
Rough Grade	1	LS	\$ 10,000.00	10,000.00	0	0	0
Sawcut Asphalt	1000	LF	\$ 3.15	3,150.00	0	0	0
Curb and Gutter w/ Base	1010	LF	\$ 20.00	20,200.00	0	0	0
Sidewalk w/ Base	7720	SF	\$ 4.70	36,284.00	0	0	0
ADA Ramp	7	EA	\$ 1,200.00	8,400.00	0	0	0
12" Road Base	13370	SF	\$ 1.30	17,381.00	0	0	0
3" Asphalt Road	10080	SF	\$ 0.75	7,560.00	0	0	0
4" Asphalt Road	3290	SF	\$ 1.75	5,757.50	0	0	0
Subtotal				109,232.50			
10% Warranty Bond				10,923.25			
Total				120,155.75			

Total Bond**310,053.15****Cash Deposits**

Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	13370	SF	\$ 0.20	2,674.00
Street Signs	6	EA	\$ 300.00	1,800.00
Street Lights	2	EA	\$ 3,200.00	6,400.00

Park Lane Commons Phase 3
Bond Estimate
Revised 11-6-2015

Storm Drain								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
18" RCP Pipe (Includes Bedding and Fill)	495	LF	\$ 44.00	21,780.00	0	0	0	
15" RCP Pipe (Includes Bedding and Fill)	28	LF	\$ 38.00	1,064.00	0	0	0	
24" RCP Pipe (Includes Bedding and Fill)	805	LF	\$ 50.00	40,250.00	0	0	0	
Standard Inlet Box	4	EA	\$ 2,000.00	8,000.00	0	0	0	
Combination Box	3	EA	\$ 4,000.00	12,000.00	0	0	0	
Manhole / Junction Box	5	EA	\$ 3,500.00	17,500.00	0	0	0	
Concrete End Section	1	EA	\$ 1,200.00	1,200.00	0	0	0	
SWPPP	1	LS	\$ 5,000.00	5,000.00	0	0	0	
Subtotal				106,794.00				
10% Warranty Bond				10,679.40				
Total				117,473.40				

Sanitary Sewer								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Sewer Lateral	2	EA	\$ 1,500.00	3,000.00	0	0	0	
Subtotal				3,000.00				
10% Warranty Bond				300.00				
Total				3,300.00				

Culinary Water								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Connect to Existing	1	EA	\$ 4,000.00	4,000.00	0	0	0	
8" PVC C-900 DR 14 Culinary Water	928	LF	\$ 30.00	27,840.00	0	0	0	
8" Valve	6	EA	\$ 1,800.00	10,800.00	0	0	0	
8" Fittings	7	EA	\$ 1,000.00	7,000.00	0	0	0	
Water Lateral	3	EA	\$ 1,300.00	3,900.00	0	0	0	
Fire Hydrant	2	EA	\$ 4,650.00	9,300.00	0	0	0	
Subtotal				62,840.00				
10% Warranty Bond				6,284.00				
Total				69,124.00				

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: Mayor and City Council

From: Holly Gadd

Date: December 4, 2015

SUBJECT: **ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR HOLDING REGULAR CITY COUNCIL MEETINGS**

RECOMMENDATION

Approve the attached Ordinance establishing dates, time and place for 2016 City Council meetings.

BACKGROUND

1. Pursuant to Utah Code Section 52-4-6(1), any public body which holds regular meetings that are scheduled in advance over the course of a year shall give notice at least once each year of its annual meeting schedule and shall specify the date, time, and place of such meetings. Special meetings can be added during the year when necessary. Regular meeting may also be cancelled if workload does not require a meeting.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager

ORDINANCE 2015-

**AN ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR HOLDING
REGULAR FARMINGTON CITY COUNCIL MEETINGS**

BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON, UTAH:

Section 1. Time and Place of Regular Council Meeting.

The Governing Body shall generally conduct two regular meetings per month which shall be held on the first and third Tuesday of each month or as noted otherwise herein.

Meetings shall be held in the **City Council Room of the Farmington City Hall, 160 South Main Street, Farmington, Utah**, unless otherwise noticed. Each meeting shall begin promptly at 7:00 p.m. The schedule of meetings for 2016 shall be as follows:

January	5	&	19
February	2	&	16
March	1	&	15
April	5	&	19
May	3	&	17
June	7	&	21
July	5	&	19
August	2	&	16
September	6	&	20
October	4	&	18
November	1	&	15
December	6	&	20

Section 2. Effective Date. This ordinance shall take effect immediately upon posting after passage.

PASSED AND ORDERED POSTED BY _____ of _____ Council Members present at the regular meeting of the Farmington City Council held on this 15th day of December, 2015. Notice should be given as required by the Utah Open Meetings Act.

FARMINGTON CITY CORPORATION

ATTEST:

By: _____
H. James Talbot
Mayor

Holly Gadd, City Recorder

FARMINGTON CITY COUNCIL MEETING

November 10, 2015

Work Session

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Cory Ritz and Jim Young, City Manager Dave Millheim, and City Recorder Holly Gadd.

Special Canvass

Holly Gadd said the County gave the results for the recount earlier today. The percentage of voter turnout increased since doing vote by mail. The City had 43.9% voter turnout. Doug Anderson got 2510 votes, Cory Ritz got 1914 votes, Bret Anderson got 1910, Jim Young got 1884 votes, Katherine Hawkes got 1547 votes, and Desiree Porter got 1335 votes. The candidates who will fill the three open City Council seats are Doug Anderson, Cory Ritz, and Jim Young. She said the report breaks out the votes by precincts and by voting method. **Mayor Talbot** expressed heartfelt thanks to Jim Young for his hard work on the Council and said his presence would be missed. He also welcomed Bret Anderson and said they would coordinate training for him. He asked Holly if she was comfortable with the results. **Cory Ritz** asked why there were a number of votes that were not counted on election night. **Holly Gadd** said it takes some time for the County to match the signatures with the ones on record, which have to be checked before the vote can be counted. They also have to make sure the voters did not turn in a mail in ballot and vote at the polls. She said it is a longer process to go through the paper ballots. **Jim Young** asked if Holly observed any of the counting, and **Holly Gadd** said she observed some of the earlier votes but not the last 900 votes. **Jim Young** asked if there is a margin within which the recount can be contested. **Holly Gadd** said the margin has to be one quarter of a percent of the total votes cast, which would be 27 votes in this case. She said the difference between Jim Young and Bret Anderson is 26 votes. She said it would have to be a formal request from Jim Young. **Dave Millheim** asked if accepting the canvass would prevent Jim Young from being able to request a recount, and **Holly Gadd** said it would not. **Mayor Talbot** asked if she was confident in that, and she said she can call to make certain. **Jim Young** said the reason he would consider requesting a recount is because there were so many votes left to be counted after election night. He said he does not know who observes the counting of those votes. He said he would like to know how the process works. **Mayor Talbot** said they could accept the canvass vote and hope that Jim Young can still request a recount, or they could table it until the Council meeting on the 17th. He said he would leave it up to whomever would make the motion. **Doug Anderson** said he would recommend that Jim Young make the motion, but **Jim Young** said he was planning to abstain.

Motion:

John Bilton made a motion to table the vote on the Canvass until the next City Council meeting on November 17, and to direct staff to confirm that if the Canvass is approved, the candidate can still ask for a recount.

Doug Anderson seconded the motion, which was unanimously approved. Jim Young abstained.

ADJOURNMENT

Motion:

At 5:35 p.m., **John Bilton** made a motion to adjourn the meeting. Doug Anderson seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation

DRAFT

FARMINGTON CITY COUNCIL MEETING

November 17, 2015

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, Assistant City Manager Keith Johnson, City Development Director David Petersen, Associate City Planner Eric Anderson, City Engineer Chad Boshell, Parks and Recreation Director Neil Miller, City Recorder Holly Gadd and Recording Secretary Melanie Monson.

Financial Update with FY2015 unaudited balances

Keith Johnson said the purpose of his presentation was to show the Council where the City is at in terms of the City's budget. He said the City has not been audited yet, but his presentation is based on where the City is currently at. He said the City came in under budget for expenditures. **Cory Ritz** said when he saw the under budget figures, he wondered if the departments are running well or if they are trying too hard to save money. **Keith Johnson** said he thinks the departments are running well. **Dave Millheim** said he thinks the City has developed a culture of making their departments work within the budget. The General Fund balance increased by \$337,000. This was due to revenues increasing and expenditures coming in under budget. Each department came in under budget. **Mayor Talbot** asked how the opening of Cabela's will impact the City's budget. **Keith Johnson** said he anticipates about \$300,000-350,000 in revenue to the City from Cabela's. He said franchise fees and building permits were higher than expected. Sales taxes have experienced significant growth (13-14%), and direct sales growing at around 21%. He said in the future the City will discuss using some of the General Fund balance to finish the new park. He said about 1/3 of the budget goes to Fire and Safety. He cautioned staff to watch expenditures and budget increases so that the City can sustain its budget over time. He said in particular the fixed costs from employees (salary + benefits) need to be kept in check. **Doug Anderson** said he appreciates the cautionary warnings from Keith regarding the budget and expenditures.

Well Siting Study

Chad Boshell said Lance Nielson is here representing the firm the City hired to do the well siting study. **Lance** said they surveyed the entire City boundaries in order to maximize production and mitigate risk for potential future well sites. He referenced a map in the packet. They ranked each site based on production potential, water quality and whether or not it could interfere with other sources. The top recommended sites were numbers 6 and 7. The best producing well is by the Lagoon site. **Dave Millheim** said the City did not target these sites simply because there was an available empty lot, but there were numerous factors taken into consideration. **Lance** said the main issue between sites 6 and 7 is the protests. More protests will come closer to Weber Basin wells, for potentially affecting their production. The key is to minimize the potential for interference with other water rights holders. They calculated how much water could be withdrawn before it interferes with other water rights holders. Site 6 scored the best, but site 7 was still good. The City is responsible to study it up front to

maximize the potential for a successful well with minimal risk. The estimate is between \$300-450k for drilling the well sites, with additional costs for developing the sites. **Dave Millheim** said the City will spend through its water impact fee quickly. Staff will bring a bid document back to the Council soon.

Park Impact Fee

Matt Millis said we are holding the public hearing tonight- it was noticed starting on November 6th. The impact fees have been open for review to the residents and the building community. An impact fee is a one-time charge to new development used to expand or build new public facilities in order to maintain the level of service the City provides. The Impact Fee Analysis is developed in order to support the proposed impact fees. New development is not being asked to pay any more proportionately than previous development.

REGULAR SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Associate City Planner Eric Anderson, City Engineer Chad Boshell, Parks and Recreation Director Neil Miller, City Recorder Holly Gadd and Recording Secretary Melanie Monson.

CALL TO ORDER:

Michael Harris and Amber Stratford were in attendance from the Youth City Council. **Mayor Talbot** expressed thanks for their contributions to the City.

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

The invocation was offered by City Manager **Dave Millheim** and the Pledge of Allegiance was led by **Carson Stewart** from Boy Scout Troop 4116.

PUBLIC HEARINGS:

Resolution Adopting the Parks and Recreation Impact Fee Facilities Plan

Chad Boshell said the facilities plan identifies the City's needs for Parks infrastructure and where the City wants to go with its programs. The City hired Matt Millis from Zion's Bank to craft a Park Impact Fee Analysis.

Matt Millis said the notice of intent to amend the impact fee was published in June. The City also noticed on November 6th regarding the public hearing for the proposed impact fees. On November 10th, the City held a Developer Informational Meeting to go above and beyond in an effort to inform the development community and receive feedback from them. He reviewed the purpose of and need for impact fees and the park impact analysis. While water impact fees can be calculated based on future needs, park impact fees are calculated

based on the current level of service that has been provided/invested by the City and current residents. Only City funded improvements were included in their careful inventory. In 2007, the recommended impact fee was \$3997, but the Council chose to adopt an impact fee of \$3000. The proposed fee calculated in 2015 is \$4049 per single family home. The analysis predicts that the City will spend \$23.6 million on future parks by the time the City reaches its maximum population, which is estimated to be by 2040 and will include 11,610 more residents. The gap between the desired future improvements and the current level of service has to be paid for with non-impact fee revenues (RAP tax revenues and General Fund revenues). Some of the improvements will be funded with General Obligation bonds. Residents who purchase newly constructed homes will pay impact fees and contribute to the RAP tax revenues. The City does not want a facility paid for with both impact fee dollars and GO Bond dollars. So tax credits will be issued to account for any overlap. Impact fees will cover about 56% of future park costs. Impact fee calculations are not an arbitrary number, but based on a very careful inventory of what it would cost to perpetuate current services. There is no inflation included in the calculation. **Dave Millheim** said that when the former Council reduced the impact fee, the City did not lower the level of services, but had to transfer money from the General Fund in order to cover the deficit. **Matt Millis** said the recommended impact fee before the Council is \$4049 for a single family home and \$3828 for a multi-family residential unit.

Mayor Jim Talbot opened the public hearing at 7:23 p.m.

Paul Ray, 5728 South 1475 East, South Ogden, Utah. He is the CEO of the Wasatch Homebuilders Association. He requested that the Council postpone their vote until their Counsel can review it. He mentioned that the City Council reduced the impact fee last time an impact fee analysis was completed and wanted time to review this calculation and recommendation.

Jerry Preston, 177 North Main Street Farmington, Utah. He sent an email to the Council. He attended the meeting on November 10th and appreciated it. He had some questions about what was included in the inventory and how the final figures were calculated. He recommended postponing the vote until they could get a better handle on the inventory and what was included and how it was calculated.

Mayor Jim Talbot closed the public hearing at 7:27 p.m.

John Bilton said he was around in 2007 when the impact fees were reduced from the recommended fee. He said as he looked through the inventory and analysis, he felt it was thorough. He said they telegraphed to the development community that this was forthcoming for the past 5 months. He said he is surprised to hear the feedback from developers because he feels they have given it due process. He said there is a 90 day window to change the fee in the event that any new information arises that drastically changes things. He said he is comfortable with the analysis that has been completed by Zion's Bank. He said some parks have been in the works for over a decade. He said we are seeing the fulfillment of providing things that are important to residents: open space, green parks, and public facilities. He proposed moving forward to approve this item.

Brigham Mellor asked why the City decreased impact fees in the past. **Cory Ritz** said he was also involved in the decision to decrease the impact fees in 2007. He said that as a Council they felt that \$4000 was a large fee to charge compared to what had previously been charged, and they arbitrarily decided to reduce it to \$3000. **Doug Anderson** said the expectation for improvements did not change despite reducing the fee in 2007.

Motion:

John Bilton made a motion that the City Council approve the attached resolution which adopts the Parks and Recreation Impact Fee Facilities Plan.

Brigham Mellor seconded the motion which was unanimously approved.

Parks Impact Fee Analysis Ordinance

Chad Boshell said this is to review and adopt the ordinance for the fees and the analysis. Staff and Zion's Bank recommends adopting the fee of \$4049 for a single family unit, and \$3828 for a multi-family unit.

Mayor Jim Talbot opened the public hearing at 7:35 p.m.

Paul Ray, 5728 South 1475 East, South Ogden, Utah. He said an impact fee is a tax increase. He said that although the City has been discussing this for months, the developers did not have a chance to review it until the analysis was completed. He asked the Council to be careful in reviewing it because it is difficult to go back and reduce it later.

Jerry Preston, 177 North Main Street, Farmington, Utah. He asked the Council to consider that the City collects the impact fees when the developers record the subdivision. He said it is a big hit for developers to prepay it, since they have to carry the interest during the building process. He said most Cities wait to collect the impact fees at building permit.

Mayor Jim Talbot closed the public hearing at 7:38 p.m.

Mayor Talbot said he is surprised that there were only two members of the building community at the meeting they held on November 10th.

Brigham Mellor asked why the City front ends the impact fees on subdivision instead of building permit. **Dave Millheim** said the City took a conservative position and did not want to approve a subdivision and have the developers pay impact fees later; they wanted to make sure the City has collected the funds on the front end in the event a developer goes under. This matters because the property will have an impact regardless of who pays it. The developer passes the fees along to the home buyer. **Brigham Mellor** said he would be interested in changing that because it is not the building, but the subsequent occupancy that causes the impact. **Dave Millheim** said the intent behind the 90 days to change the ordinance, is to allow developers to determine if they want to apply before or after the new fees go into place. He said the Council could certainly look at considering when the fees are collected. **Cory Ritz**

said this Council and previous Councils have not been opposed to reversing decisions. He said the development community has time during that 90 days to review the analysis and if anything comes forward, the Council would consider changing their decision. He would not be opposed to a pro and con study of collecting the fees from the developer at subdivision or at building permit.

Motion:

Cory Ritz made a motion that the City Council approve the ordinance adopting the Parks and Recreation Impact Fee Analysis and the Parks and Recreation Impact Fees as described in the Analysis on development activities within Farmington City, Utah, and also directing staff to come back before the Council within 30 days with an evaluation for the timing question of, should the city change when it collects the park impact fees.

John Bilton seconded the motion which was unanimously approved.

Dave Millheim said he would appreciate written comments from the development community documenting any concerns they have about the impact fee analysis.

Russell PUD Overlay

Dave Petersen said the Planning Commission held two public hearings on this item. Both received lots of public comment. He reviewed the questions that the Planning Commission considered. He said the subject property has been vacant for about 400 days. It is not desirable as a residence. The property is unique compared to others in the vicinity. This lot is the only one that does not have a backyard, and is very shallow compared to other lots on Main Street. The property is not wide enough to put in a replacement structure. The applicant wants to preserve the house. The intent of the PUD chapter is to promote flexibility in site design for mixtures of housing types and multiple use centers, etc. The PUD overlay will travel with the property owner, and not with the property. The PUD overlay allowed more requirements than a home occupation. They plan to configure the parking such that the customers can back into a cement pad area and then pull out onto Shepard Lane without having to back into traffic. Staff recommends approval.

Tami and Taylor Russell, 846 Oakridge Drive, Farmington, Utah. They want to maintain the historic nature of the house, and are making tremendous improvements to the house and structure. Traffic will be minimal.

Mayor Jim Talbot opened the public hearing at 8:06 p.m.

Les Roberts, 1199 North Main Street. He said he lives directly south of the subject property. He said he owns both properties to the south. His house was built in 1879. As a residential property owner, he sees this zoning change as directly affecting his residence. He disagrees that it will be of benefit to the City. He said it will impact the value of his property. He is asking to be left whole. He said if the Council decides to pursue the commercialization of this property, he wants a significant privacy barrier that is agreed upon by both properties. He asked the Council to reconsider what the Planning Commission had recommended.

Mayor Jim Talbot closed the public hearing at 8:09 p.m.

John Bilton said Dave Petersen had mentioned a privacy screen to address Mr. Roberts' concerns. **Dave Petersen** said the screen would only be by the parking area. He said it would be a 6 foot hedge. The planning commission left that up to staff. **John Bilton** said he was initially concerned about the proximity of the parking area to the road. He said he became more comfortable with it after spending time there. His concern is that the privacy barrier is adequate, particularly for evening hour headlights flooding onto Mr. Roberts' property. Otherwise he said he is comfortable with this proposal. He appreciates the Planning Commission's thorough consideration of this item. **Brigham Mellor** said he understands the concerns about commercialization of that area, and said he does not particularly want to have this come up again. He initially wondered if they needed something more permanent. However he said after reviewing the Planning Commission's report, a PUD overlay is probably the better option. **Dave Petersen** said the Planning Commission was looking into protecting the corner, and a PUD is a legislative act and the regulations are much higher. **Cory Ritz** said he too was concerned about commercial creep. He appreciates the Planning Commission's work. He likes the fact that the designation runs with the property owner and not with the property. He likes that the PUD gives more impetus to the community for keeping the property as it is. He said he is comfortable with it as long as Mr. Robert's concerns about screening are met. **Mayor Talbot** asked for clarification on item 1. He asked about what would happen if the applicant wants to add another aspect to the business. He said this item is to specifically approve the outlined usage. **Dave Petersen** said they would have to come back before the Council. **Jim Young** asked if Mr. Roberts was engaged with the Planning Commission and if they addressed his concerns. **Dave Petersen** said the Planning Commission felt it was a personal decision for the applicants as to whether the put in a fence or shrubs. **Jim Young** asked Mr. Roberts what would satisfy his concerns for screening. **Mr. Roberts** said on the western side of his property, he has planted some thick evergreens, and he said a continuation of those trees through the applicant's property would provide a significant screen. **Mayor Talbot** asked if staff would consider what Mr. Roberts has recommended as a screen. **Dave Petersen** said Eric has a landscape architect background and will make sure that it looks nice.

Motion:

John Bilton made a motion that the City Council approve the PUD overlay request, and enclosed ordinance enabling only the proposed salon business as proposed by the applicant, subject to all applicable codes, development standards and ordinances as per the enclosed site plan and the following conditions 1-7, with emphasis on condition 4:

1. The PUD overlay designation shall run with the property owner and not the property, and shall terminate upon the transfer of ownership;
2. In the event the property owner demolishes the historic home or alters the home in such a way that it is no longer eligible for the national register the PUD overlay shall be terminated;
3. The street trees along Main Street and Shepard Lane, and the two large pine trees on the west side of the property, shall be preserved.
4. The applicant shall provide an opaque screen (either a fence or a vegetative buffer) the full length of the southern edge of the proposed parking lot and the walkway.

5. The property owner shall provide at least 4 parking stalls on site.
6. The applicant may provide signs on site, but shall not exceed signage as per her request, including one sign in the east gable of the home, and one sign not to exceed 4 feet in height and 3' x 6' in area in the yard. The signs may be lit, but lights must be turned off by 10:00 pm.
7. A “right turn only” sign, as approved by City staff, including the placement thereof (so as not to block site distance), shall be provided to caution vehicles leaving the parking area entering traffic.

Jim Young seconded the motion which was unanimously approved.

Findings for Approval:

- a) The home is historic and is eligible for the National Register; the applicant will be preserving and rehabilitating the home where appropriate.
- b) Open space, or common area, not less than 10% of the total area of a site is required for all PUDs. Nevertheless, in lieu of this requirement one may preserve an existing on-site historic structure as approved by the City. The applicant has agreed to do so.
- c) The proposed PUD overlay and accompanying commercial use is compatible with and will have minimal impact on the surrounding neighborhood.
- d) This location is a good place for low-impact neighborhood businesses, as it is at an intersection of two major roads (Main and Shepard).
- e) A portion of the property is designated as OPB on the General Plan, which is a commercial zone, and the proposal is consistent with the text of the General Plan.
- f) Section 11-32-104 of the Zoning Ordinance dictates that a business such as this (a “less intensive commercial business”) provide at least 1.5 parking stall per 1,000 s.f. of total area; this home is 2,000 s.f. and therefore the minimum requirement for parking is 3 stalls. The applicant is meeting this requirement.

NEW BUSINESS:

Mayor Talbot said a special meeting was held to go over the canvassing results last week. One of the questions that came up was whether a candidate could request a recount if the canvass vote was accepted. It was determined that a candidate can indeed still request a recount, but only after the canvass is approved.

Convene as the Board of Canvassers

Canvass for General Election Results

Motion:

John Bilton made a motion that the City Council approve the Farmington General Election results and sign the Board of Canvassers letter.

Brigham Mellor seconded the motion which was unanimously approved. **Jim Young** abstained.

Jim Young said he plans to file a recount request. **Dave Millheim** said the City can accept that request now that the letter has been approved. He said the recount will take place tomorrow. The recount must be certified immediately after it takes place. Staff is recommending a special meeting tomorrow at 5 pm in order to make the results public. **Cory Ritz, Jim Young,** and **John Bilton** said they can attend.

Reconvene as City Council

Street Cross Section Request for Glovers Lane and 650 West

Dave Petersen said the proposal for 650 West includes a middle turn lane and a generous shoulder for parking. Normally they require a 7' dedication on both sides. However, there are some manholes in the sidewalk as well as some water pipes. The School District is proposing that they move the sidewalk to the north, and have a very wide park strip. They are proposing to dedicate 19'. He said this could be a wise move given that there are lots of properties. They could get the whole road improved at once. If anything, the City will only have to negotiate with 2 property owners. It gives some options by shifting the whole road to the north. **Dave Millheim** said there will be major impacts on the City with the high school, and he wants to think those through and inform the School District of what needs to happen from the City's standpoint. He said staff plans to come back to discuss the matter in a work session format in about a month. He said the City does not have a cross section in its code to accommodate this. **Mayor Talbot** said getting the road improved all at once will be in the best interests of the residents and the school. **Dave Petersen** said the School District will pay for the extra 12'. The City will not pay for more than 14' either way. He mentioned the survey error in Miller Meadows Phase I, which actually helps the road to line up better. He said in the park strip, they cannot put nice canopy trees, but want to put some sizeable landscaping to make it an enjoyable venue in front of the high school.

Cory Ritz said he hopes a signal is at the top of the list for the 650 West and Glovers Lane intersection. **Dave Millheim** said he does not know if a signal is warranted at this point. He said they will be coming back before the Council with a list of items to consider. **Cory Ritz** said being a resident of that area, he thinks it is warranted. **Doug Anderson** agreed with Cory that a signal is warranted. **Doug Cromar**, 1895 Hill Street, Kaysville, Utah. He is from CRS engineers, and said the School District is not aware of the condition of paying for more of the road. He cannot say if the School District will be on board with that. **Dave Petersen** said the choice of configuration is up to the School District, but the City is only paying for 14' either way. **Dave Millheim** said this item will come back before the Council to be discussed in detail.

650 West

Brigham Mellor made a motion that the City Council approve the street cross section recommended by the Planning Commission subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The City shall not pay for the additional 3 feet of right-of-way and asphalt as a system improvement, or otherwise, resulting from the new street cross section.
2. The transition from the standard to the modified cross section shall be approved by the City Engineer.
3. The DSD shall meet all other City site plan standards on-site related to the project.

Doug Anderson seconded the motion which was unanimously approved.

Glovers Lane

Brigham Mellor made a motion that the City Council approve the Planning Commission recommendation that the DSD dedicate and widen Glover's Lane from 66 feet to 85 feet whereby the additional 19 feet of r.o.w. will occur on the north side of the street thus shifting all improvements to the north, thereby placing the sanitary sewer and storm drain manholes in the park strip on the north side. This motion is subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The City shall not pay for any additional right-of-way in excess of 14 feet as a system improvement, or otherwise, which results from the new street cross section, *including future right-of-way which may be necessary to create a park strip on the south side of the road. The area for such will be determined and subtracted from the overall system improvement area on the north side of the street [note: staff added the italicized portion of this condition].*
2. Sidewalk and street (i.e. asphalt, curb and gutter, etc.) transition from the standard to the modified cross section shall be approved by the City Engineer.
3. The DSD shall meet all other City site plan standards on-site related to the project.
4. The DSD must work with staff to provide landscaping north and south of the new north side sidewalk location that will meet the needs of the City and CDS and enhance the aesthetic appearance of the site.

Doug Anderson seconded the motion which was unanimously approved.

Findings for Approval:

1. A realignment of the side treatments on 650 West further to the east will make room for the sewer manholes to be located in the asphalt instead of the curb and gutter. Such an improvement if located in the curb and gutter results in problematic access to manholes, and impedes the drainage function thereof.
2. A slightly wider pavement cross section on 650 West adjacent to the high school site may help better accommodate turning movements and possible on-street parking.
3. Due to a survey error, the southwest corner of Miller Meadows Phase 1 is located further east than it should be, which resulted in a wider street at this location. The DSD proposal to widen the street south of this point is consistent with this error;
4. The proposal to relocate the sidewalk on the north side of Glover's Lane further to the north will make room for sanitary sewer and storm drain facilities in a much larger

park strip instead of locating these improvements in the sidewalk. Such improvements in the sidewalk result in problematic maintenance (i.e. snow removal, etc.);

5. Presently, Glover's Lane is a 66 foot wide minor collector and must be widened as per the MTP to an 80' major collector to handle the increased capacity necessary for the high school and other uses. A recommendation to shift the entire 80' street cross section to the north will minimize the need to obtain more right-of-way (7') along the south side of the existing street. This will help better make way for the possibility of providing a fully improved major collector adjacent to the High School rather than taking a long time, possibly years, to obtain said 7'.
6. The proposed widenings will not compromise the future high school site;
7. The DSD proposal will save money because sewer and storm drain may remain in place at existing locations.
8. Attempts will be made to enhance the aesthetics of the street scape.

RFP for Prosecutor (Court Update)

Dave Millheim said the City has gotten verbal agreement with Davis County that we will provide Prosecution and indigent services and will get 50% of the revenue. We were the only city not paying for prosecution services under the old agreement. He handed out the RFP for prosecution services.

Motion:

Jim Young made a motion to approve the RFP for prosecution services for Farmington City.

Doug Anderson seconded the motion which was unanimously approved.

SUMMARY ACTION

Minute Motion Approving Summary Action List

1. Surplus Police Motorcycles
2. Local Consent for Crescent Hotels & Resorts, LLC dba Hyatt Place for a Full-Service Restaurant Liquor License and On-Premise Banquet Liquor License
3. Resolution Honoring a Local Teacher
4. Approval of Minutes from City Council Meeting held November 3, 2015

Brigham Mellor said he would like to have local consent handled at the administrative level and not before the City Council. **Dave Millheim** clarified that the vote has to take place during a public meeting, but it does not have to be a public hearing.

Motion:

Doug Anderson made a motion to move item 3 to its own agenda item, and to approve items 1, 2 and 4 on the Summary Action List.

John Bilton seconded the motion which was unanimously approved.

Resolution Honoring a Local Teacher

Doug Anderson expressed appreciation for those who came to support the celebration honoring Coach Downs.

Motion:

Doug Anderson made a motion that the City Council approve the attached resolution making November 17, 2015 Coach Vance Downs Day.

Cory Ritz seconded the motion which was unanimously approved.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

1. There has been a significant amount of theft and vandalism at the new elementary school site. It may be a disgruntled former employee. The Police Department is investigating it, and the School District will be increasing security.
2. Legacy Parkway 2020 Issues: Dave Petersen suggested that the City work with neighboring cities to get the future extension of Legacy Parkway declared a scenic byway. This declaration will require higher design standards and will avoid billboards. If all the local cities along the route agree, it will go a long way toward the approval. Federal Highways give a lot of deference to the local cities. Everyone was ok with Dave Petersen working with neighboring cities on this. Part of the request will be to leave the restrictions in place.

Mayor Jim Talbot

- He reminded the Council of the Christmas party he is hosting will be on December 12th at 6:30.
- The employee Christmas party will December 17th from 1-3, and he asked all the Council members to be there.
- He contacted Dave Dixon and told him the City wants the final rendering for the roundabout in order to review it, etc.
- He expressed appreciation to the Council for all their efforts.

Council members **Jim Young, John Bilton, Cory Ritz, Brigham Mellor, and Doug Anderson** did not have anything to report at this time.

ADJOURNMENT

Motion:

At 9:05 p.m., **Michael Harris** made a motion to adjourn the meeting. **Doug Anderson** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation

DRAFT

FARMINGTON CITY COUNCIL MEETING

December 1, 2015

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, Community Development Director Dave Petersen, City Attorney Todd Godfrey, and City Recorder Holly Gadd.

CLOSED SESSION

Motion:

At 5:30 p.m., **John Bilton** made a motion to go into a closed meeting for purpose of discussing property acquisition. **Brigham Mellor** seconded the motion which was unanimously approved.

Sworn Statement

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

Jim Talbot, Mayor

Motion:

At 7:00 p.m., a motion to reconvene into an open meeting was made by **John Bilton**. The motion was seconded by **Cory Ritz** which was unanimously approved.

REGULAR SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, City Engineer Chad Boshell and City Recorder Holly Gadd.

CALL TO ORDER:

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

The invocation was offered by Councilmember **Brigham Mellor** and the Pledge of Allegiance was led by **Austin Gillette** from Boy Scout troop 1903.

NEW BUSINESS:

Discussion regarding Parking at the Legacy Events Center

Dave Hansen, 852 West 1300 South, Syracuse, Utah. **Dave Hansen** (Legacy Events Center Manager) said there has been concern with parking at Legacy Events Center. He said in the past they have charged for parking, which has led people to park on the street. He said they have tried to encourage people to park in their free parking lot to the north of the Legacy Events Center. He said people typically want to park as close as possible to the front door, and still opt to park on the street. He met with the Police Chief about posting some signage to encourage people to park in the available parking lots instead of on the streets. **Mayor Talbot** said the free parking will go a long way to help keep the parking off the streets.

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

Dave Millheim said there are about 250 acres north of Station Park that have long been planned as a Class A Business Park. Chartwell Development has purchased about 80 acres of that land and are in cooperation with abutting property owners for about 80 acres more. There is an influx of potential development due to the success of Station Park. A lack of planning and infrastructure are problematic for new developments, and there are lots of infrastructure questions for this area. Building it out parcel by parcel will likely result in a disjointed development, which underscores the importance of having a unified plan. There are other property owners that have stakes in what will go in. An assisted living group recently made an application for a 15 acre parcel. While the use is a good fit for that area, it does affect the road and storm drain issues. Chartwell has proposed to conduct a market study on market absorption and potential uses in that greater area (not just their 80 acres). Staff is recommending that the City participate by paying up to 20%, not to exceed \$10,000. The study would help answer questions the City has about where the roads and storm drains need to go. If the assisted living comes in and the road/storm drains are put in at the wrong place, it will affect all the other businesses that go in. This study will help connect the dots for the project as a whole. Staff recommends approving the request to assist in the market study with the conditions as outlined. He said that Dave Petersen will also outline some of the next steps.

Dave Petersen said the extension of 1100 West is a priority for the City. It is anticipated to become a major collector and a major intersection there is also anticipated. Additionally, if a Shepard Lane interchange does not go in, Park Lane will not function as it should. The assisted living facility is one of several property owners that will help complete the project, however the way it will impact the other projects needs to be considered. A meeting was held with several of the property owners and it became clear that the market and the uses that will flourish need to be determined in order to know what kind of road/infrastructure is needed to accommodate the traffic. We do not yet have an update on the wetland study for that area. **Chad Boshell** said the storm drain in the area is complex. It has a limited downstream capacity. The City has to balance which direction to send the water because several existing storm drainage routes are at capacity. They are currently working on

this aspect of the plan, but a unified plan for that entire area will be essential to manage it properly. **Dave Petersen** said the transportation study will use the information from the marketing study in order to effectively accommodate traffic needs and build good road alignments. Another decision to make will be whether to allow any housing in the office park. **Dave Millheim** said Ascent is frustrated at having to jump through so many hoops for their assisted living facility, however he said there is a logical sequence of necessary steps to follow to ensure it is done right. A question remains of how to pay for the roads, because the impact fees will pay for perhaps 20%. The City Council may need to consider a CDA, which will assess the property owners proportionately for the development of the area and infrastructure.

Brigham Mellor said he thinks the CDA is a good route, and reminded the Council that the County will participate at 50% of the tax increment. He recommended contacting Matt Godfrey to assist the City in applying for grants as well. **Dave Millheim** said the City will likely have to get creative in figuring out how to pay for all the needed infrastructure. **Brigham Mellor** referenced an email with questions about the design of the business park in relation to the proposed study, and **Dave Millheim** said the study is not about the design standards and building placement, but is purely about market absorption. The site plan will address the design standards, ambience, and buffering, etc. **Cory Ritz** asked if the text of the zoning ordinance has been changed to provide for graduation of the building heights and intensity of the use as it approaches the rail, and **Dave Petersen** said that it has not. **Mayor Talbot** pointed out the importance of building roads that will sustain the City. He said that although he would rather not have to spend the money, he is in favor of assisting with the study.

Motion:

Jim Young made a motion that the City Council 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 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 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 property uses) and will also allow issues of wetlands, road placement, storm drainage, and other public infrastructure questions to be clarified.

Doug Anderson seconded the motion which was unanimously approved.

Discussion regarding the Retirement Health Savings (RHS) Plan for Part Time Fire

Mayor Talbot said he was taken aback by the amount of money that the City has to pay. **Dave Millheim** said the State audited the City's payroll and benefits practices. This plan was put in place years ago as an incentive for part time fire employees when the City did not have full-time 24/7 coverage. The City's fire coverage has increased, and there are very few employees that this applies to now. Many of the part-time employees are working over 20 hours, which qualifies them for this benefit. It is estimated that the City owes \$80,000 for these employees' retirement benefits. The Council can continue the benefit, or follow staff's recommendation to discontinue the benefit. This is a discussion only item and will come back as a summary action item at a future meeting. This will affect 17 employees. This is a General Fund obligation, however Chief Guido Smith suggested that it could be paid from the Ambulance Fund. If the Council approves payment, it will be taken from the Ambulance Fund so it will not affect the General Fund. He asked the Council for direction. **Mayor Talbot** said although it will affect a number of people, this benefit is not currently being used as it was intended. **Jim Young** agreed that it would be better to discontinue it now rather than obligate the City to pay this benefit in perpetuity. He said it is an extensive liability. **John Bilton, Cory Ritz, Doug Anderson** and **Brigham Mellor** said they were in favor of staff's recommendation. **Brigham Mellor** asked if the affected employees were hired with the understanding that they would receive this benefit in perpetuity. **Dave Millheim** said many of the employees are part-time for the City and either full or part-time elsewhere, and were unaware that the benefit would be triggered by working over 20 hours. The Council has increased fire department salaries recently in order to assist with employee retention, and maintaining this benefit would be a long-term expense. **Jim Young** clarified that the employees still get to keep what they have accrued thus far, which **Dave Millheim** confirmed. **Dave Millheim** said a motion to discontinue this benefit will be on a future agenda as soon as the paperwork can be prepared.

Plummer Conservation Easement Amendment Request (Viking Ranch)

Dave Petersen referenced the applicant's request and staff's summary of it in the packet. He also referenced the conditional uses for conservation easements, on Exhibit B. When the subject of putting in a park on a conservation easement came before the Council previously, they discussed amending the conditional uses; however the City attorney stated that the conditional uses on Exhibit B cannot be amended because it was written to be a conservation easement in perpetuity. Allowed conditional uses cannot provide a private benefit to a landowner. He reviewed each of the proposed uses and the reason it would or would not qualify as a conditional use. **Dave Millheim** said if the Council chooses to move this application forward, each proposed use will have to be considered on a line by line basis based on the proposed specific area and the original intended use. **Dave Petersen** said there is a whole list of approved conditional uses, and the applicant wants to modify Exhibit B to match the text of the ordinance. **Cory Ritz** asked if growing pumpkins, corn, hay or alfalfa, should be allowable as long as it is an agricultural crop and not a recreational crop, and if the text should be more general, which **Dave Petersen** confirmed and said could be clarified.

Spencer Plummer, 908 South Signal Hale, Fruit Heights, Utah. He said it is discouraging to hear that there cannot be a commercial building at Buffalo Ranch; however he said Buffalo Ranch is a commercial breeding operation with 44 employees. He said they invested \$15 million into the facility. He said they chose this location as their home. He said they did not choose for the West Davis Corridor to come through their property, and they are trying to figure out ways to recoup their losses and the jobs that will be lost on their property as a result of the potential changes. He said they are trying to figure out ways they can use the existing buildings on their property going forward. He said his parents are under a hardship as a result of the highway. He said this may not be a huge priority for the City, but is a huge priority for his family. He wanted to talk about the allowed uses on the conservation easement. He said they cannot operate their business with a highway going right through their property. He said they are not asking for a check to recover what they anticipate losing, but for a way to build a viable business again. He wanted to propose a master plan to make the changes more appealing to Farmington residents.

John Bilton said what is before the City is an important conversation regarding the conservation easement that has been established with Buffalo Ranch. He said it is important for the Council to remember why it was established and what it means to the community. One issue he has is with some of the language in the easement amendment policy. Open space has been important in Farmington, particularly in west Farmington. However, he said some of the mandatory criteria are really tight. He said he goes back to some of the core principles in the recitals of the original conservation easement documents. He said the issue for him is to see how they can meet the criteria and change the uses on the property; he feels it would be substantially difficult for them to do so. **Brigham Mellor** said the responsibility to preserve conservation easements has been discussed ad nauseam, and the City attorney has advised the Council that amending conservation easements to fit the uses that the applicant has brought up jeopardizes the City's ability to protect those easements prior to the record of decision from UDOT. He said the west side of Davis County is in limbo until we know what is going to happen with the West Davis Corridor. He is interested in entertaining an amendment once the City has the record of decision, but until then he feels it would be premature. **John Bilton** referenced paragraph 17 of the conservation easement, and said regardless of unknown factors such as the record of decision, he would come back to the documents and the recitals and criteria contained therein. He said the City gave up a lot when it created the conservation easements, and gave density bonuses to developers as part of the package. There was benefit for the developers, the community, and the City. The conservation easement creates a natural buffer between the lake and the bird refuge, and the community. The conservation easement states that the easement may be extinguished with an unexpected change in conditions. He said because we do not have the record of decision today, it is still speculation.

Dave Millheim said Mr. Plummer raises an important point, and acknowledged the frustration surrounding the uncertainty. The City is the grantee referenced in Paragraph 17, which says "the grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this...use...It may only be extinguished by an unexpected change in conditions." He said clearly a highway is a change in conditions, however there is no way to know for certain where it will land until we have a record of decision. There is an argument to be made for examining the easements if the highway does eventually go through there. The language in the easement policy regarding the implementation of any change was designed to be very restrictive. If the highway goes through, that is a major change, and Mr. Plummer wants to open up a dialog about what he can do with his property. The Plummer's have a

hardship application pending with UDOT for the sale of all the land they want for the corridor, which leaves the Plummer's buildings and about 32 acres of land for their family. He said the question is whether to answer what can be done with his property today or in the future. When the Council does examine each potential use, it will have to be done at a public hearing at the community center and there will likely be many in attendance to voice their opinions. If the Plummer's choose to go forward with their application, staff will need to notice a public hearing. The other option is to wait until there is a formal decision about the highway. Whether they sell to UDOT is their decision, and that decision will likely happen before the record of decision. He asked the Council if staff should schedule the public hearing, and if they are prepared to examine each item.

Spencer Plummer said he appreciates the intent of the conservation easement that was created in 2003. However on the 2009 Master Transportation Plan made by the Planning Commission, Buffalo Ranch was recommended as a good route for the West Davis Corridor. He said they cannot have it both ways, and they are stuck with both the easement and the potential highway. He wondered who is looking out for them as a large landowner in Farmington, who invested millions of dollars into their operation. He said their family's net worth is tied up in this ranch. He said they have been cooperative through the entire process. He said they are looking for direction from the City Council to see what they can do with what they have left. He said they cannot run a commercial breeding operation without their land. He said they care about conservation. He acknowledged that the City Council is looking at the big picture and long term issues for the City, but he said they are looking to survive as a family. He said his parents have agreed to a purchase price with UDOT for the land for the corridor and to the west; the land to the east is what remains in question. He said if the City does not allow them to do anything with the property, then that will destroy the east portion of their land and there will be a lawsuit.

John Bilton said the City is under obligation to protect the easements, but if an unexpected change makes it impossible to fulfill the purpose of the easements, then it is time to start the conversation about what can be done on the property. He said he believes that conversation started tonight. **Dave Millheim** said the question is at what point the change in condition was caused. He said the Plummer's will likely argue that the proposal of the highway constitutes a change in conditions, however the City's legal counsel has said conditions have not changed until there is a record of decision. **John Bilton** said even with a record of decision the highway may not go in for another decade. **Cory Ritz** said when Buffalo Ranch was first proposed on the conservation easement, the City was excited about the possibility and it was a great use for the property. He said that had Buffalo Ranch been maintained at its fully capacity, it would have built up its value and the value of the easements, which would have aided the decisions being made now. Farmington still believes the Shepard Lane alignment is viable. All this being said, he still believes it is the City's duty to protect the conservation easements until UDOT makes its move. Once UDOT issues the record of decision, that would be an appropriate time to discuss whether the easement has been destroyed and what changes can be made. **Doug Anderson** said he does not know if it would be wise to hold a public hearing soon when nothing can be done until a year from now when the record of decision is anticipated. **Dave Millheim** said Mr. Plummer has submitted an application and gets to decide if he wants to have the public hearing. If he decides to move forward with the public hearing, then the Council gets to decide, line by line, which of the proposed uses are allowable. **Mayor Talbot** said it may be more adverse for Mr. Plummer if he asks the Council to move forward with a public hearing without the record of decision. **Brigham Mellor** said the Council is not closed to any possibilities. He said the Council does

not have the ability to give the Plummer's what they want in terms of a decision until there is a record of decision from UDOT. **Mayor Talbot** said now Mr. Plummer has an understanding of the Council's feelings on the issue and he and his family can decide how they want to proceed. **Spencer Plummer** said they want to be heard, and they want to get something out of their ranch. He invited the Council and staff to come out and tour the ranch. **Dave Millheim** made 3 suggestions: he recommended that the Council schedule a work session time to go out to the property for a tour; he agreed with Mr. Plummer that UDOT has represented things that they have not followed through with, but said that they have to follow the EIS process and the Plummer's should be aware of that; and finally he said the Plummer's change of use application has been filed with the City, and the moment they notify the City in writing that they want to proceed, the City will schedule the public hearing; otherwise the application will sit in limbo.

650 West and Clark Lane Street Cross Section Request—Clark Lane Apartments

Dave Petersen said the applicant has planned for 196 parking stalls within the development for 140 dwelling units. The developer can additionally count parking on the street. **Cory Ritz** asked what happens with those parking spaces during the winter time. **Dave Petersen** said they reviewed a similar situation with the City attorney and he said they allowed in that ordinance to count toward his total. **Mayor Talbot** asked why parking on the street counts when the City does not allow overnight parking on the streets during the winter. **Dave Petersen** answered that overnight parking during the winter is allowed in mixed use zones. **Mayor Talbot** said he does not know of any development that can count parking on the street toward their total. **Dave Petersen** said when the City established the farm based code in Chapter 18 (in 2008), the City Council went on a tour in Colorado. During that visit it became clear that on street parking is necessary to make vibrant mixed use areas. He said the Council at the time asked questions about snow removal, and were told it is not a problem in Colorado, and they get more snow than the Wasatch Front. A decision was made by the City Council at the time to allow on street parking to count toward a developers total in mixed use areas. **Mayor Talbot** asked if the City is allowing them to use City parking overnight, or to count stalls on City property, since this property abuts the City's park and shop. He also asked if the City will be putting up a fence so they cannot park there. **Dave Petersen** said no to each question. He said the City's right of way takes in a whole series of parking stalls. He said they have thought it through and he can answer any questions that may come up. He said they will not allow parking on City property for liability reasons as well as due to overlap in the morning and evening peak times. **Brigham Mellor** asked how this compares to the Park Lane Village in terms of parking. **Dave Petersen** said it is comparable, however Park Lane Village abuts private streets. **Brigham Mellor** said he thinks this accomplishes what they are trying to do in the TMU zone by concentrating the density near the train station. **Mayor Talbot** said his concern is that the public streets where residents may park are major streets. **Dave Petersen** referenced the table in the packet. He said the Public Works does not want residents parking along State Street. However he said the Public Works and Parks department are violating City rules by parking in right of ways. **Mayor Talbot** said there are sufficient parking stalls for the employees if you include the parking available behind the building. **Dave Petersen** said they arrived at a compromise with the developer. There will be no winter parking along State Street. Staff is not recommending street vacation along Clark Lane (99 feet wide) or 650 West (106 feet wide), but perpendicular parking. Additionally the developer will enter into a license agreement to maintain the area (snow removal and asphalt) in

exchange for the parking spaces. The parking will be such that there is two way movement along the aisle and there will be aggressive ticketing from their property manager for violations. **Cory Ritz** asked if the snow will be piled behind the cars if parking is allowed during the wintertime. **Dave Petersen** replied that yes, they will. **Chad Boshell** said there will be a water way where City maintenance will end, and the City will pile the snow there, and it will be up to the property owner to remove it from there. **Mayor Talbot** asked how many parking spaces are legally required. **Dave Petersen** said 221. **Mayor Talbot** said people do not want to park in the parking lot at the Legacy Events Center and park along the streets there, which has been problematic. He said this arrangement goes against what he has believed about developments of this nature. He wonders how they are going to keep people from parking along State Street, which is a major thoroughfare. He also commented that one cannot control when the snow will fall, and parking along the streets will be problematic for snow removal. He wants to support the development, but feels this is going beyond what the City would normally do to accommodate this development. He wondered if they could use fewer parking stalls. **Dave Petersen** said the developer feels the market needs dictate 259 stalls, which is more than the ordinance requires. **Brigham Mellor** said the developer is going above and beyond the ordinance requirement. **Dave Petersen** said that by ordinance the developer is allowed to count the parking along State Street toward his total, but he has said he will not allow parking there and will not count it, and so State Street parking is off the table. **Cory Ritz** asked about the density on this property. He calculated that it is 140 units on 4.9 acres, which comes out to about 32 units per acre. He said he does not like this project. He wonders how the City got to this point on the project and this is the first the Council is hearing about it. He said there were some things that came out of the trip to Denver that Dave Petersen referenced, that he is not in agreement with. He said they were concerned about densities of 12 and 14 at other recent developments, and this development has a density of 32. **Dave Petersen** gave an example from when Park Lane Village came in. He said they knew there were 324 planned units, and the density was not discussed, the focus was on the placement, height of the buildings, etc. He said the focus has been on whether the projects met the ordinance. Clark Lane Apartments came before the Planning Commission with 140 units, and it was desirable because the density is significantly lower than other proposals. **Dave Millheim** said CenterCal has a development agreement with an incentive for housing, and they needed to put in at least 50 units. The density is not addressed in the TMU ordinance. The existing rules indicate that as many units can go in as can be accommodated with parking, etc. He said the Council can change those specifications in the future if they feel it is necessary. To answer Cory's question about how we got to this point, he said CenterCal solicited proposals from 10 different developers. The City did not select this proposal; CenterCal recommended this proposal. The City has simply accepted their site plan application. **Cory Ritz** said the point he wants to make is that by adopting the regulatory plan concept following the Colorado trip, proposals such as this one come through with large buildings on small pieces of property, and now the City is being asked to make concessions to accommodate their parking needs. He thinks they should have said no. **Dave Petersen** said he thinks the regulatory plan is a useful tool, but that perhaps the form should have been tweaked in hind sight. **Dave Millheim** said the City has adopted a transit-oriented development mindset in the Station Park area. Whether or not to adjust that is a policy decision for the Council to make. He stated that CenterCal did not take this decision lightly, and had a highly selective process. He said this developer and Center Cal will also provide improvements to the culvert there. He opined that the Council needs to look at the larger context, including the improvements the City is getting from this development. **Brigham Mellor** said the Council can allow the concession the developer has put forward, or

can oppose it on principle and perhaps have an inferior development as a result. He said it is a permitted use, and this is what transit-oriented development looks like. He said he was not surprised by this proposal at all, and he has seen it in the agenda for several months. **John Bilton** said he wants to understand the reason for parking outside the math required by ordinance versus what the developer has requested.

Bryce Thurgood, Perry, Utah. He said they are excited about coming to Farmington and not only building but also maintaining this project over the long term. He said this is an “A” class project. He said they want to make sure they have enough parking so they do not spill over into the Public Works parking. They want to be good neighbors with the Public Works building. They do not want to push the issue of parking along Clark Lane. They think with the improvements along 650 West, they will have enough parking for their residents without having to spill over. He said they strictly enforce parking at their developments. The extra parking is for convenience for their residents. **John Bilton** asked if 259 parking spaces are needed or if they could get by with the required 221. **Bryce Thurgood** said they prefer to air on the safe side and have plenty of parking for their residents so they have no reason to park elsewhere. **John Bilton** asked if their parking is by permit for residents only. **Bryce Thurgood** said they have not done that in the past but would be willing to explore that option. **John Bilton** said like Brigham, he anticipated apartments going in at this site. However, he wonders if the Public Works parking lot is going to become overflow parking on weekends from Station Park and if there are going to be other parking issues with residents being allowed to park along the streets. **Mayor Talbot** said they all knew apartments would be built on this property, however he was surprised that they are allowing parking on a major thoroughfare such as State Street. He said he is primarily concerned about State Street. **Dave Petersen** said they mulled over the parking issue and knew the Council would not like the parking along State Street, but also felt constrained by the ordinance. He said this is the best arrangement they came up with, even though they knew the Council would not like it. He said the ordinance does allow on street parking when the development is adjacent to a public street. He said having no on street parking during the winter was a big deal for Public Works, which is how they arrived at the current compromise of keeping the on street parking along the interior. **Mayor Talbot** asked how many cars can park along State Street during the proper time. **Dave Petersen** said 35. He said State Street has an ample shoulder, and the street will still function with on street parking. **John Bilton** asked about a pedestrian crossing. **Dave Petersen** said there is a pedestrian crossing at the light. He said if the street cross section is approved, it will accommodate pedestrians. **Cory Ritz** said although perhaps they should have seen it coming, he may have missed it. He said they should have been asking density questions all along. He said maybe the Council should revisit the zoning, as what works in Denver may not be appropriate for Farmington. He thinks this is not the first thing people want to see as they enter Farmington. **John Bilton** asked to see the map projected. He clarified that the 259 parking spaces include their parking lot and the spaces along 650 West and Clark Lane, but not the 35 available spaces along State Street, which **Dave Petersen** confirmed. **Mayor Talbot** asked if the City needs a bike lane along the West side of State Street. **Dave Petersen** said the street is wide enough to accommodate a bike lane even with parallel parking. **Cory Ritz** said it looks like the State Street parking was included in their calculation of parking stalls. **Dave Petersen** said those parking stalls are not included in the calculation for the compromise at the bottom of the table. He said the figures at the top were for parallel parking along Clark Lane and 650 West, but in the compromise, the City is allowing perpendicular parking. He said the parking at the Public Works site will be strictly enforced. **Dave Millheim** re-emphasized the importance of parking enforcement and property management to the

developer. **Doug Anderson** asked about another development Bryce has completed. **Bryce Thurgood** said they just finished a development called Pinnacle at Highbury in West Valley. He said they do not want to disappoint the City and want to make it a high class project. **Cory Ritz** asked if the public hearings have been held yet, and **Dave Petersen** said they have.

Motion:

Brigham Mellor made a motion 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).

Jim Young seconded the motion which was unanimously approved.

Findings for Approval:

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.

SUMMARY ACTION

Minute Motion Approving Summary Action List

1. Resolution Adopting the Water Conservation Plan

Motion:

Jim Young made a motion to approve the items on the Summary Action List item 1. **Doug Anderson** seconded the motion which was unanimously approved.

Dave Millheim thanked Larry Famuliner for his efforts. He said this is the third year that crews have had to work on Thanksgiving to keep things in the City water system running. He wanted the Council to know of Larry's tireless efforts. The Council and Mayor all expressed their thanks.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

1. Executive Summary for the Planning Commission meeting held on November 19, 2015
2. Fire Monthly Activity Report for October 2015
3. He said the City invested \$500,000 to change out all the light bulbs in the street lights because of the savings that were guaranteed. He said they looked at the energy consumption on the Simmons Energy Audit report. The energy savings forecast was over \$57k, and the actual savings came in at just \$4 over the estimate. It was incredibly accurate.
4. He referenced the Ivory subdivision on the north end of Farmington. He passed out some pictures of a scarp. There is a small crack that formed on the hill that was discovered by Public Works after heavy rains in August. He said the detention basin is much larger than required for the site. There was a storm the day before they were supposed to lay asphalt, which washed away much of their fill. There has been flooding of the home beneath the subdivision, and Ivory has spent over \$100k repairing the basement of a home where water got in. The scarp is when there is a ground change taking place, and there is sloughing of the hill above the subdivision. He said we do not want a North Salt Lake situation. He said Ivory has been very responsive and has hired geotechs to examine the property. He said they took drills down 54 feet before they hit bedrock, which is a condition that preceded the Ivory development. There have been 3 huge storms since then, and it seems to be holding. He said Ivory recognizes that their digging the hole to fill in the pond area may be destabilizing the slope of the hill. Ivory has approached the City with a proposal to proactively dig out the lower portion of the pond deeper, and to re-compact and push more dirt to shore up the hill. The estimated cost is \$27,000. They are not obligated to do that, and are asking the City to participate in half the cost. He is recommending that the City participate, and additionally that the City ask the property owner above the development to split the City's portion of the cost. **Mayor Talbot** asked where the money is coming from, and **Dave Millheim** said the City's portion would come from the General Fund. He said the real problem is that the home above the development was built on fill 30 years ago. He wants to air on the side of caution. **Doug Anderson**

asked if this will solve the issue, and **Dave Millheim** said there are no guarantees. **Brigham Mellor** asked how it is fair to ask that resident to pay \$6000 if it was not a problem for 30 years, until the City allowed this development to go in. **Dave Millheim** said that is not an accurate statement, because this home is above the development and the property owners over-watering may be contributing to the problem. Ivory is aware of a potential lawsuit, and is going above and beyond to take care of it. **Jim Young** asked if the City is dragging itself into a potential lawsuit by participating, and **Dave Millheim** said no, the City would be protecting itself against a lawsuit by participating. He said doing nothing puts the City at greater risk for a lawsuit. **Mayor Talbot** said if the City does nothing, the homeowner would likely come after the City. **Dave Millheim** said he wants it on the record that he is recommending that the City be proactive in protecting that site. He has appreciated the way Ivory has approached the problem. **Jim Young** asked when we were made aware of the problem. **Dave Millheim** answered that the scarp was discovered in August, and Ivory ordered the geotech studies shortly thereafter. He said they got the study back yesterday. He said the City attorney concurs with his recommendation. He asked for a motion if the Council wanted to approve the expenditure.

Motion:

Doug Anderson made a motion that the City Council approve the recommendation to split the cost of the slope improvements with Ivory Homes in order to stabilize the home, and to approach the homeowner about splitting the City's portion of the cost. In the event the homeowner declines splitting the cost, the City will still move forward with the expense.

Brigham Mellor seconded the motion which was unanimously approved.

City Council Reports:

Doug Anderson said there is no street light at the trailhead to the Ranches Trail near Buffalo Ranch. He said residents have expressed concern regarding cars that are parked there at night, and over what might be going on there. He wondered about the cost of putting in a light there. He said he drove there the other night and saw a few cars parked there, and said it was completely dark. **Dave Millheim** said he will look into it.

Brigham Mellor said for the next meeting, he wants to discuss the sidewalks along 1100 West going over the culvert and accessing the school. He said he has had residents express concern about pedestrian access. **Dave Millheim** asked Mayor Talbot if he talked with Commissioner Petrof about the culvert. **Mayor Talbot** said he has not, and **Dave Millheim** asked him to have that conversation before next week's discussion.

Jim Young said there is a street light out in front of his house, which **Dave Millheim** said he would report the light out.

Council members **Cory Ritz**, **John Bilton** and **Mayor Jim Talbot** did not have anything to report at this time.

ADJOURNMENT

Motion:

At 10:20 p.m., **Brigham Mellor** made a motion to adjourn the meeting. **Doug Anderson** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation

DRAFT

STORM WATER BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND
9/11	Tom Stuart Construction	11979	\$1,000.00
9/16	Larry's Pool & Spa	11989	\$1,000.00
9/16	California Pools	11315	\$1,000.00
9/21	Innovative Excavation	11990	\$1,000.00
9/28	Outwest Builders	12014	\$1,000.00
9/28	Larry's Pool & Spa	12012	\$1,000.00
10/1	Wasatch West	11998	\$1,000.00
10/8	R. Ray Ward	12036	\$1,000.00
10/14	Impressive Homes	12045	\$1,000.00
10/14	Jerry Preston Const	11993	\$1,000.00
10/15	Aspen Ridge Remodeling	12054	\$1,000.00
10/21	Jerry Preston Const	12062	\$1,000.00
11/3	California Pools	12011	\$1,000.00
11/5	Precision Engineering	12080	\$1,000.00
11/17	AD Johnson Remodeling	12108	\$1,000.00
11/19	Floyd Hansen	12088	\$1,000.00

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: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: December 4, 2015

Subject: **RESOLUTION TO END CONTRIBUTIONS FROM THE CITY TO THE RETIREMENT HEALTH SAVINGS PLAN (RHS) FOR PART TIME FIREFIGHTERS.**

RECOMMENDATIONS

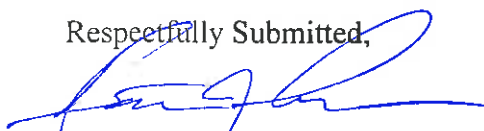
To pass the following resolution to end contributions from the City to the retirement health savings plan (RHS) for part time fireman on December 31, 2015.

BACKGROUND

This was discussed at the last City Council meeting. 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. 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 staff recommends to end any contributions from the City to the RHS for part time firefighters as of December 31, 2015, in order to not have to pay state retirement for these employees any more. 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.

Respectfully Submitted,



Keith Johnson,
Assistant City Manager

Review and Concur,



Dave Millheim,
City Manager

FARMINGTON, UTAH

RESOLUTION NO. _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL ADOPTING AN AMENDED RETIREMENT HEALTH SAVINGS PLAN RELATING TO THE VANTAGE CARE RETIREMENT HEALTH SAVINGS PLAN PROGRAM (PLAN #801358)

WHEREAS, the Farmington City Council has previously adopted the Vantage Care Retirement Health Savings Plan for firefighters; and

WHEREAS, the Farmington City Council has determined that public necessity, the public welfare and the City's fiscal integrity require that the City discontinue the practice of providing an employer contribution to the Plan; and

WHEREAS, the Farmington City Council has reviewed the attached plan amendment and Personnel Policy revisions and desires now to approve the same.

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

Section 1. **Plan Amendment Adoption.** Farmington City Council hereby authorizes and approves adoption of the plan amendment attached hereto as Exhibit A and incorporated herein by reference, amending the Vantage Care Retirement Health Savings Plan program (Plan #801358) and hereby authorizes the Mayor of Farmington City to execute the same for and in behalf of the City.

Section 2. **Policy Amendment.** Section 9.130(5) of the City's Personnel Policies and Procedures is hereby amended to read in its entirety as follows:

(5) Details of this plan are available upon request from the City Recorder. A deferred compensation plan is also available to regular full-time or part-time employees who voluntarily wish to participate. Under this program, eligible employees may defer part of their salary to a qualified I.R.C. §§ 457 or 401(k) plan as an investment enhancement for retirement. All employees of the City contribute to the O.A.S.I., or Social Security program as administered by Federal Government. This is a system of retirement benefits based on equal employer and employee contributions to public insurance reserves.

Section 3. **Severability.** 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 4. **Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS ____ DAY OF DECEMBER, 2015.**

FARMINGTON CITY

ATTEST:

Holly Gadd
City Recorder

By: _____
H. James Talbot
Mayor

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

(c) **Written Agreement.** Those accepted under this program are required to sign a statement committing themselves to one (1) year of employment with Farmington City upon completion of the course work. If the employees are terminated (voluntarily or involuntarily, except reduction in force), they will be required to refund to the City any moneys received under the program during the preceding one (1) year period. The closing date of the quarter or semester will be the date used to determine the parameters of such period.

(d) **Other Training.** Specific training workshops and courses that benefit the City entirely may be paid for by the City. Training is approved annually by the City Council during the budget approval process.

9.130 Retirement.

(a) All employees of the City shall participate in the Utah State Retirement System except for the City Manager and Fire Chief, who may select their own retirement option. The Utah State Retirement System provides a number of benefits to the employee and the details of the program can be obtained from the City Recorder. Police officers are enrolled in the Utah State Public Safety Retirement System. State retirement benefits begin at the date of employment.

(b) The City provides a supplemental retirement program. The terms of the supplemental retirement program are as follows:

(1) Those eligible:

(i) All full-time employees except sworn police officers who participate in the Utah State Retirement System and the City Manager and Fire Chief who participate in their respective ICMA RC Retirement System and are not part of the regular Utah State Retirement System.

(ii) Employees must complete one (1) full year of employment with Farmington City.

(2) Standard Supplemental Benefit.

(i) 1% of the employee's base compensation for non-exempt employees.

(ii) 3% of the employee's base compensation for exempt employees. The contribution is made into the City's 401a Plan.

(3) **Matching Supplemental Benefit.** An additional benefit up to 2% of the employee's base compensation is available to qualified employees who equally match the City's contribution. The City's portion is deposited into its 401a Plan while the employee may choose to deposit their matching amount into either the ICMA or the Utah State Retirement Systems 401k or 457 plans.

(4) When the employee becomes eligible for the City's RHS Plan, the City's match and the employee's match will then go into the RHS Plan. Once the 10 years are passed in the RHS Plan, the City and employee can then put matching funds back into their respective funds as before.

(5) Details of this plan are available upon request from the City Recorder. ~~Part-time firefighters are eligible for City contributions towards the City's Retirement Health Savings Plan.~~ A deferred compensation plan is also available to regular full-time or part-time employees who voluntarily wish to participate. Under this program, eligible employees may defer part of



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: Eric Anderson, Associate City Planner

Date: December 7, 2015

SUBJECT: **Park Lane Extension Agreements**
Applicants: **1 - Ascent Construction, and 2 - Mercedes Benz of Farmington**

RECOMMENDATION

Approve the enclosed two (2) extension agreements related to Park Lane improvements including curb, gutter and sidewalk, asphalt extension, subgrade, road base, and applicable underground utilities.

BACKGROUND

Currently, Park Lane from the overpass to Main Street is unimproved. The right-of-way requirements and subsequent engineering design for Park Lane have not been designed by UDOT and so we do not know where the final build-out for the road will be. In the interim, staff is recommending that we enter into an extension agreement with these two applicants in order to delay any improvement requirements. At that time in the future when Park Lane is improved and completed, the City will be able to call on these agreements to install improvements.

Supplemental Information

1. Extension Agreements (2)

Respectfully Submitted

Eric Anderson
Associate City Planner

Concur

Dave Millheim
City Manager



THIS AGREEMENT, made and executed this _____ day of _____, _____, by and between FARMINGTON CITY, a municipal corporation, hereinafter referred to as "City" and **AW Development, LLC, a Colorado Limited Liability Company,** hereinafter referred to as "owner."

In consideration of the mutual covenants and agreements herein contained, the adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The City hereby grants Owner a temporary extension of time with respect to the City's requirement for installation of the following specific Improvements (the "Improvements") consisting of **curb, gutter and sidewalk, asphalt extension, subgrade, road base, and applicable underground utilities** abutting Park Lane and/or pertaining to the real property owned by Owner located at **555 West Bourne Circle** in Farmington City, Davis County, Utah, and more particularly described as follows:

All of Lot 1 of Farmington Fields Amendment 1 Subdivision and all of Parcel A of Farmington Fields Subdivision, Farmington City, Davis County.

It is expressly understood and agreed that the City is granting this temporary extension of time conditioned upon and subject to the Owner's agreement herein to install the Improvements in strict accordance with the specifications, rules, and regulations promulgated therefore by City and which are in effect at the time the Improvements are installed.

2. Owner hereby covenants that Owner will hereafter, upon written request by the City, immediately install the aforesaid Improvements at no cost to the City.

3. If, for any reason, Owner does not install and complete the Improvements within 90 days after having been requested in writing by City to do so, the City is hereby authorized to install and complete the Improvements at the sole expense of the Owner at that time and to charge the Owner and/or the above-described property with the cost of said installation and completion. The cost incurred by the City to install and complete the Improvements upon the failure of Owner to do so, together with interest thereon at ten percent (10%) per annum compounded annually and all costs and reasonable attorney's fees incurred by the City shall be a charge on the land described hereinabove and shall be a continuing lien upon the above-described property and shall be promptly paid by the Owner. The City may commence an action against the Owner to collect the foregoing charges and to foreclose the lien against the above-

described property. Upon foreclosure of the lien provided herein by the City, should any deficiency remain, Owner shall remain liable for payment of the deficiency.

4. Owner hereby represents and warrants that Owner owns fee title interest to the above-described property and further hereby confesses judgment for Owner, Owner's heirs, representatives, and successors in interest for the total of any and all amounts expended by City for the installation and completion of the Improvements and any expenses related thereto.

5. The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the land, and the same are hereby made binding upon their heirs, representatives, devisees, assigns and successors in interest of the parties hereto. To this end, the parties agree that this document shall be recorded in the office of the Davis County Recorder. Upon completion of the Improvements required herein by AW, or its heirs, representatives, devisees, assigns and successors in interest of the parties hereto, the City shall file with the Davis County Recorder any and all documents necessary to reflect satisfaction of the completion of the Improvements so as to remove this Agreement from the title to this property described herein.

6. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

7. Every provision of this Agreement is intended to be several. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

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

FARMINGTON CITY

OWNER

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

OWNER ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

Notary Public

Residing at: _____

OWNER ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

Notary Public

Residing at: _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20 _____, personally appeared before me H. JAMES TALBOT and HOLLY GADD, who being by me duly sworn did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, a municipal corporation, and that the foregoing instrument was signed in behalf of said City by authority of its City Council.

Notary Public

Residing at: _____



THIS AGREEMENT, made and executed this _____ day of _____, _____, by and between FARMINGTON CITY, a municipal corporation, hereinafter referred to as "City" and SLEA 526 LLC owner of Ascent Construction Office Building, hereinafter referred to as "owner."

In consideration of the mutual covenants and agreements herein contained, the adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The City hereby grants Owner a temporary extension of time with respect to the City's requirement for installation of the following specific Improvements (the "Improvements") consisting of curb, gutter and sidewalk, asphalt extension, subgrade, road base, and applicable underground utilities abutting Park Lane and/or pertaining to the real property owned by Owner located at 675 North Main in Farmington City, Davis County, Utah, and more particularly described as follows:

**All of the parcel identified by the Davis County tax identification number 080540086
Farmington City, Davis County**

It is expressly understood and agreed that the City is granting this temporary extension of time conditioned upon and subject to the Owner's agreement herein to install the Improvements in strict accordance with the specifications, rules, and regulations promulgated therefore by City and which are in effect at the time the Improvements are installed.

2. Owner hereby covenants that Owner will hereafter, upon written request by the City, immediately install the aforesaid Improvements at no cost to the City.

3. If, for any reason, Owner does not install and complete the Improvements within 90 days after having been requested in writing by City to do so, the City is hereby authorized to install and complete the Improvements at the sole expense of the Owner at that time and to charge the Owner and/or the above-described property with the cost of said installation and completion. The cost incurred by the City to install and complete the Improvements upon the failure of Owner to do so, together with interest thereon at ten percent (10%) per annum compounded annually and all costs and reasonable attorney's fees incurred by the City shall be a charge on the land described hereinabove and shall be a continuing lien upon the above-described property and shall be promptly paid by the Owner. The City may commence an action against the Owner to collect the foregoing charges and to foreclose the lien against the above-

described property. Upon foreclosure of the lien provided herein by the City, should any deficiency remain, Owner shall remain liable for payment of the deficiency.

4. Owner hereby represents and warrants that Owner owns fee title interest to the above-described property and further hereby confesses judgment for Owner, Owner's heirs, representatives, and successors in interest for the total of any and all amounts expended by City for the installation and completion of the Improvements and any expenses related thereto.

5. The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the land, and the same are hereby made binding upon their heirs, representatives, devisees, assigns and successors in interest of the parties hereto. To this end, the parties agree that this document shall be recorded in the office of the Davis County Recorder.

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

FARMINGTON CITY

OWNER

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

OWNER ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

Notary Public

Residing at: _____

OWNER ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

Notary Public

Residing at: _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20 _____, personally appeared before me H. JAMES TALBOT and HOLLY GADD, who being by me duly sworn did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, a municipal corporation, and that the foregoing instrument was signed in behalf of said City by authority of its City Council.

Notary Public

Residing at: _____

CITY COUNCIL AGENDA

For Council Meeting:
December 15, 2015

SUBJECT: City Manager Report

1. Building Activity Reports for September, October and November
2. Fire Monthly Activity Report
3. Executive Summary for Planning Commission held
December 3, 2015
4. Lagoon/Station Park Shuttle 2015 Performance Report
5. Suggested Dates for Strategic Planning (February 3rd or 4th in the
morning or February 18th any time)
6. Set Hearing Date for Proposed Amendments to Buffalo Ranch
Conservation Easements
7. Update on Prop 1 Funding

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

Month of September 2015	BUILDING ACTIVITY REPORT - JULY 2015 THRU JUNE 2016				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	11	11	\$2,774,000.00	174	174
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	0	0
OTHER RESIDENTIAL	0	0	\$0.00	0	0
SUB-TOTAL	11	11	\$2,774,000.00	174	174
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	6		\$100,875.00	44	
CARPORT/GARAGE	1		\$11,730.00	13	
ADDITIONS/REMODELS	2		\$196,000.00	38	
SWIMMING POOLS/SPAS	4		\$169,000.00	18	
OTHER	17		\$421,000.00	174	
SUB-TOTAL	30		\$898,605.00	287	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	0		\$0.00	6	
PUBLIC/INSTITUTIONAL	1		\$727,000.00	5	
CHURCHES	0		\$0.00	0	
OTHERS	0		\$0.00	3	
SUB-TOTAL	1		\$727,000.00	14	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	4		\$1,269,975.00	42	
OFFICE	0		\$0.00	7	
PUBLIC/INSTITUTIONAL	0		\$0.00	0	
CHURCHES	0		\$0.00	0	
OTHER (HOTEL POOL)	0		\$0.00	2	
SUB-TOTAL	4		\$1,269,975.00	51	
MISCELLANEOUS - NON-RESIDENTIAL *****					
SIGNS & ELECTRICAL METER	6		\$365,400.00	63	
SUB-TOTAL	6		\$365,400.00	63	
TOTALS	52	11	\$6,034,980.00	589	174

Month of October 2015	BUILDING ACTIVITY REPORT - JULY 2015 THRU JUNE 2016				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	14	14	\$3,753,000.00	188	188
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	0	0
OTHER RESIDENTIAL	0	0	\$0.00	0	0
SUB-TOTAL	14	14	\$3,753,000.00	188	188
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	1		\$7,000.00	45	
CARPORT/GARAGE	1		\$17,000.00	14	
ADDITIONS/REMODELS	0		\$0.00	38	
SWIMMING POOLS/SPAS	0		\$0.00	18	
OTHER	22		\$297,127.00	196	
SUB-TOTAL	24		\$321,127.00	311	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	2		\$5,741,640.00	8	
PUBLIC/INSTITUTIONAL	0		\$0.00	5	
CHURCHES	1		\$2,172,000.00	1	
OTHERS	0		\$0.00	3	
SUB-TOTAL	3		\$7,913,640.00	17	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	1		\$6,300.00	43	
OFFICE	2		\$3,071,600.00	9	
PUBLIC/INSTITUTIONAL	0		\$0.00	0	
CHURCHES	0		\$0.00	0	
OTHER (HOTEL POOL)	0		\$0.00	2	
SUB-TOTAL	3		\$3,077,900.00	54	
MISCELLANEOUS - NON-RESIDENTIAL *****					
SIGNS & ELECTRICAL METER	6		\$36,200.00	69	
SUB-TOTAL	6		\$36,200.00	69	
TOTALS	50	14	\$15,101,867.00	639	188

Month of November 2015	BUILDING ACTIVITY REPORT - JULY 2015 THRU JUNE 2016				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	11	11	\$2,454,000.00	199	199
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	0	0
OTHER RESIDENTIAL	0	0	\$0.00	0	0
SUB-TOTAL	11	11	\$2,454,000.00	199	199
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	1		\$12,801.00	46	
CARPORT/GARAGE	1		\$5,800.00	15	
ADDITIONS/REMODELS	3		\$73,225.00	41	
SWIMMING POOLS/SPAS	2		\$151,000.00	20	
OTHER	17		\$364,175.00	213	
SUB-TOTAL	24		\$607,001.00	335	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	2		\$1,798,000.00	10	
PUBLIC/INSTITUTIONAL	0		\$0.00	5	
CHURCHES	0		\$0.00	1	
OTHERS	0		\$0.00	3	
SUB-TOTAL	2		\$1,798,000.00	19	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	0		\$0.00	43	
OFFICE	3		\$412,200.00	12	
PUBLIC/INSTITUTIONAL	0		\$0.00	0	
CHURCHES	0		\$0.00	0	
OTHER (HOTEL POOL)	0		\$0.00	2	
SUB-TOTAL	3		\$412,200.00	57	
MISCELLANEOUS - NON-RESIDENTIAL *****					
SIGNS	1		\$750.00	70	
	1		\$750.00	70	
TOTALS	41	11	\$5,271,951.00	680	199



Farmington City Fire Department

Monthly Activity Report

November 2015



Emergency Services

Fire / Rescue Related Calls: **25**
All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance Related Calls: **70 / Transported 29 (41%)**
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): **4.7 Minutes** **GOAL 4 minutes or less (+.7 min.)**

Urgent Fire Related Response Times (AVG): **6.9 Minutes** **GOAL 4 minutes or less (+ 2.9min.)**

PT Department Man-Hours (based on the following 24-day pay period / November 13th and November 27th)

Part-Time Shift Staffing:	1,395	Budgeted 1,394	Variance +1
Part-Time Secretary:	81	Budgeted 80	Variance + 1
Part-Time Fire Marshal:	80	Budgeted 80	Variance + 0
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime + 9
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	277		
Emergency Callbacks:	279	FIRE 57 Hrs. / EMS 222 Hrs. (YTD) 2,104	
Special Event Hours:	27	(YTD) 1,130	
Total PT Staffing Hours:	2,139	(YTD) 16,170	

Monthly Revenues & Grant Activity YTD

Ambulance (October):	Month	Calendar Year	FY 2015
Ambulance Services Billed:	\$38,892.25	\$495,143.66 YTD	\$745,756.03
Ambulance Billing Collected:	\$33,539.01	\$223,490.63 YTD	\$397,556.41
Variances:	-\$5,353.24	-\$271,653.03 YTD	-\$348,199.62
Collection Percentages:	86%	45%	53%

Grants / Assistance / Donations

Grants Applied For:

\$0 **\$38,720 YTD**

Grants / Funds Received / Awarded:

\$0 **\$11,800 YTD**

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

Drill # 1– Officers Monthly Meeting & Training:	21	
Drill #2 – Wildland Refresher - Cancelled Due To Calls	0	Avg. Wednesday Night Drill Att.
Drill #3 – EMS – Multi-Station / ALS Skills Lab	54	FFD Personnel This Month: 18
Drill #4 – No Drill – Thanksgiving	0	
Other:		
Inspections / Special Training Assignment*	64	
New Hire Boot Camp Training Completion x 8	138	
Total Training / Actual Hours Attended:	277	1,778.5 YTD

Fire Prevention & Inspection Activities

	QTY	
Existing Business Inspections:	26	
Re-Inspections – Existing Business	16	
Fire Plan Reviews & Related:	18	
Consultations & Construction Meetings:	47	
Station Tours & Public Education Sessions:	23	143 YTD

Health, Wellness & Safety Activities

	QTY	
Reportable Injuries:	0	2 YTD
Physical Fitness / Gym Membership Participation %	100%	
Chaplaincy Events:	1	

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	0	3 YTD
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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 4.7 minutes and Emergent FIRE response times averaged 6.9 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). 41% of all Ambulance calls resulted in transporting patients to Hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. All new hires successfully completed the 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. Regular training throughout the month focused on Leadership Development, Business Inspection Practices, Incident Management Training and ALS EMS training. Mandated “Wildland Refresher Training” was postponed due to call volumes on drill night – training moved to December 2nd.

The LMTV truck awarded earlier this year (FEPP grant) was returned from UAW / Job Corps with Phase 1 completion - cab only at this time. Our goal is to continue working on this vehicle in-house throughout the winter months and complete the interior of the command module. We continue to receive limited support (donations) from vendors; however, will need funding next fiscal year to complete this project. Phase 2 of the project will encompass painting the exterior of the command module – after July 1, 2015. This truck will streamline the Fire Department vehicle inventory by three vehicles (to be utilized by other departments as non-emergent vehicles) and encompass the following mission capabilities: Ice Rescue, Rope Rescue, Calm Water Rescue, Mobile Command Post x 5 Seating Positions, Wildland Support, Public Education / Fire Prevention, Communications Support (HAM Radio/ Repeater Capabilities) and Command Training Center (CTC).



FFD hosted a special training session with UDOT Incident Management Team (IMT) to help aid instruction of IMT personnel. These evolutions involved securing and uprighting vehicles (after victim extrication). This training included the use of a new “Stinger” device placed on IMT vehicles that rapidly remove vehicles from freeway lanes. This will allow Fire Departments to clear incidents much sooner and reduce secondary traffic incidents. Special Thanks to Brad Thurgood for flipping cars over multiple times!



FFD was able to participate in various local community events to include the delivery of Mr. & Mrs. Claus to Station Park (special thanks to Farmington PD for the escort). We also shared great success sponsoring our 2nd annual coat drive in conjunction with Harmons to help keep the less fortunate warm this season. This event was televised early morning November 25th on Channel 2 News.



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

Cell (801) 643-4142 or email qsmith@farmington.utah.gov

Respectfully,

Guido Smith
Fire Chief



**Veterans Day
Farmington City Cemetery
November 11, 2015**



American Legion Post 27 folding the Farmington Fire Department's "Ladder Flag", donated by Post 27



Farmington Fire Department and American Legion Post 27 members doing the "selfie"



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: Eric Anderson – Associate City Planner

Date: December 7, 2015

SUBJECT: EXECUTIVE SUMMARY- PLANNING COMMISSION HELD DECEMBER 3, 2015

RECOMMENDATION

No action required.

BACKGROUND

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

Item 3 John Wheatley/Symphony Homes – Applicant is requesting preliminary plat approval for the Chestnut Farms Phase IV PUD Subdivision consisting of 21 lots on 13.98 acres of property located at approximately 600 South and 1525 West in an A (Agriculture) zone. (S-18-15)

Voted to table the preliminary plat giving time for the City Attorney to review the 1525 West improvement requirements, and to hold the rezone hearing concurrently to preliminary plat consideration. Note: this tabling will not delay the applicant.

Vote: 6-0

Item 4 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)

The Planning Commission discussed the reality of needing 70 acres of LM&B zone versus 42 acres that the applicant was proposing. The discussion went largely along the tenet of sacrificing LM&B uses for residential as a policy decision. The Planning Commission was split on this issue. Many felt that the city put LM&B uses in this area of Farmington simply because it is far removed from residential, but it's a use that is not needed in the city because we are mainly a residential community, and industrial uses are not in demand. Additionally, these commissioners felt that this application still left enough LM&B to fulfill the city's future needs for these types of uses. The other commissioners felt that it may be too soon to relinquish the LM&B uses. They did not

feel that there was a downside to leaving the property as LM&B, even if it took many decades for it to develop as light industrial. These commissioners also felt that if LM&B is as difficult to develop in the future as the applicant is suggesting, then this area could be a good place-holder for any unforeseen uses in the future that the city may need a place for, and not have room for those uses to go when the City is closer to build-out.

Staff recommended denial, however, the Planning Commission ultimately voted to recommend that the City Council approve the zoning map and related general plan amendments for approximately 46 acres of property from LM&B to AE, and LM to RRD; the following were the findings:

- 1. Rezoning the LM&B zone would not reduce the area significantly enough for this necessary zoning designation and would not potentially hamstring the City in the future.*
- 2. Rezoning the property would still allow for residential abutting existing LM&B uses, including warehousing, self-storage, heavy machinery storage, sexually oriented businesses, etc.*
- 3. Rezoning the property to AE is an appropriate use for this area in the future.*
- 4. The proposed rezone to AE is still north and east of the 4218 line.*
- 5. The proposed rezone still provides sufficient area for SOBs.*

Vote: 4-2 with Rebecca Wayment and Heather Barnum being the dissenting votes.

Respectfully Submitted



Eric Anderson
Associate City Planner

Review & Concur



Dave Millheim
City Manager



Mt. Ogden Business Unit


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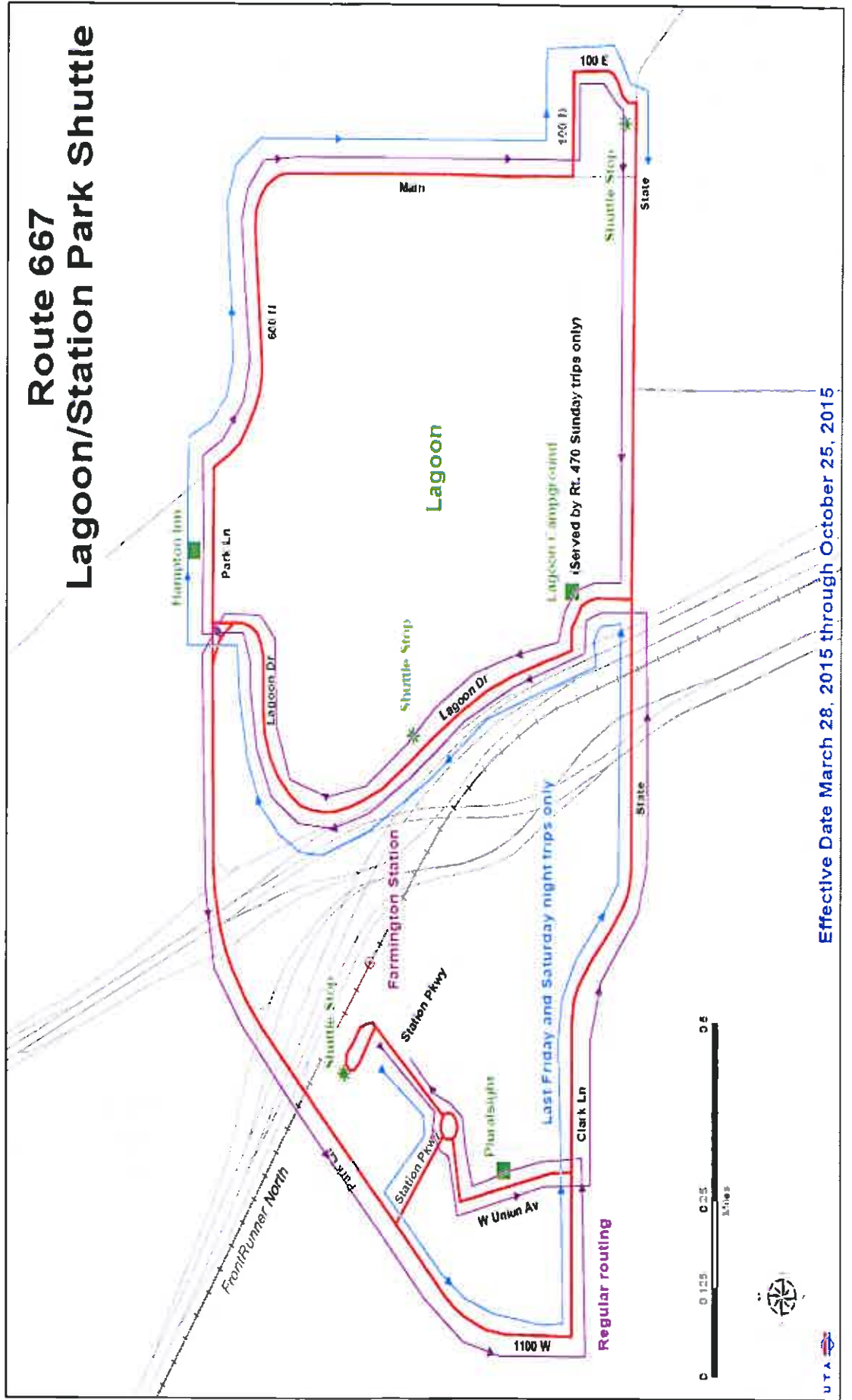
Route 667 Lagoon/Station Park Shuttle 2015 Performance Report

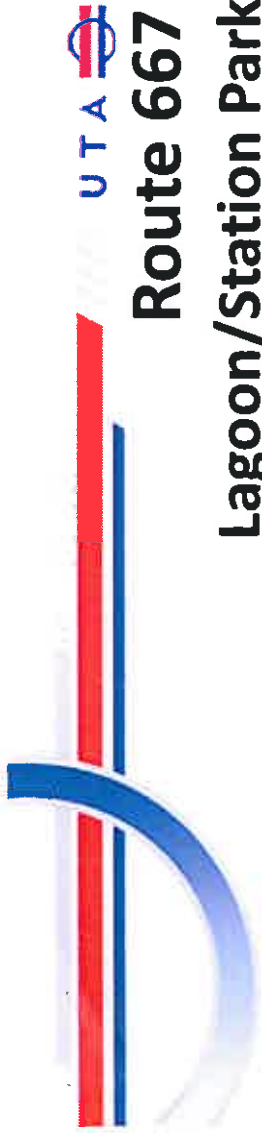




Route 667

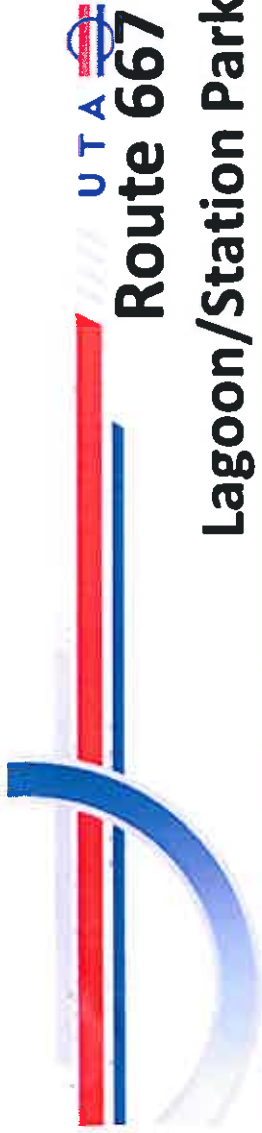
Lagoon/Station Park Shuttle





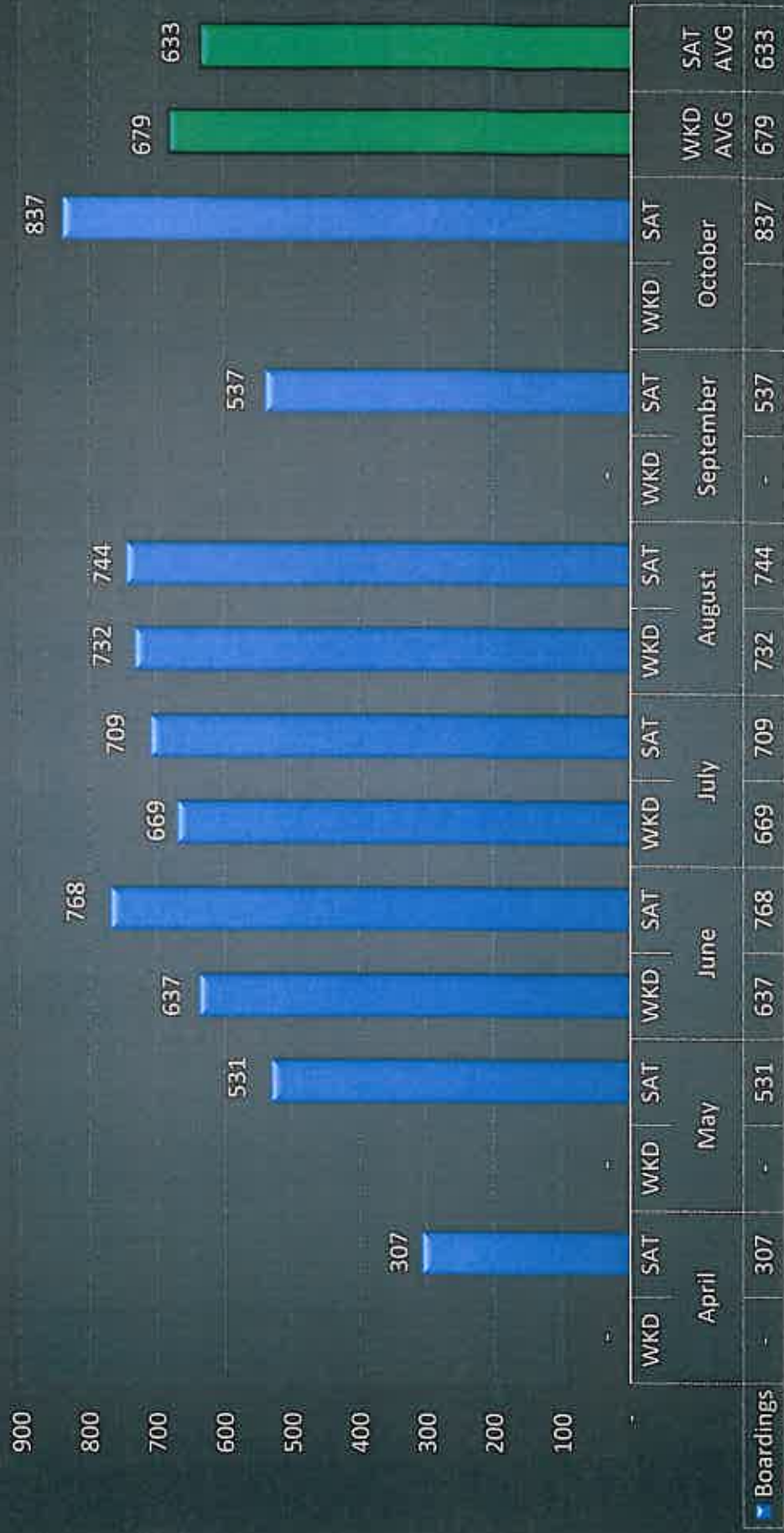
Route 667 Total Boardings 2013-2015

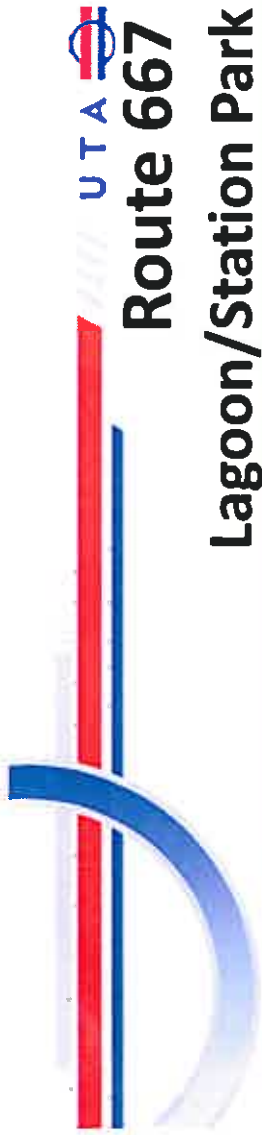




Route 667
Lagoon/Station Park Shuttle

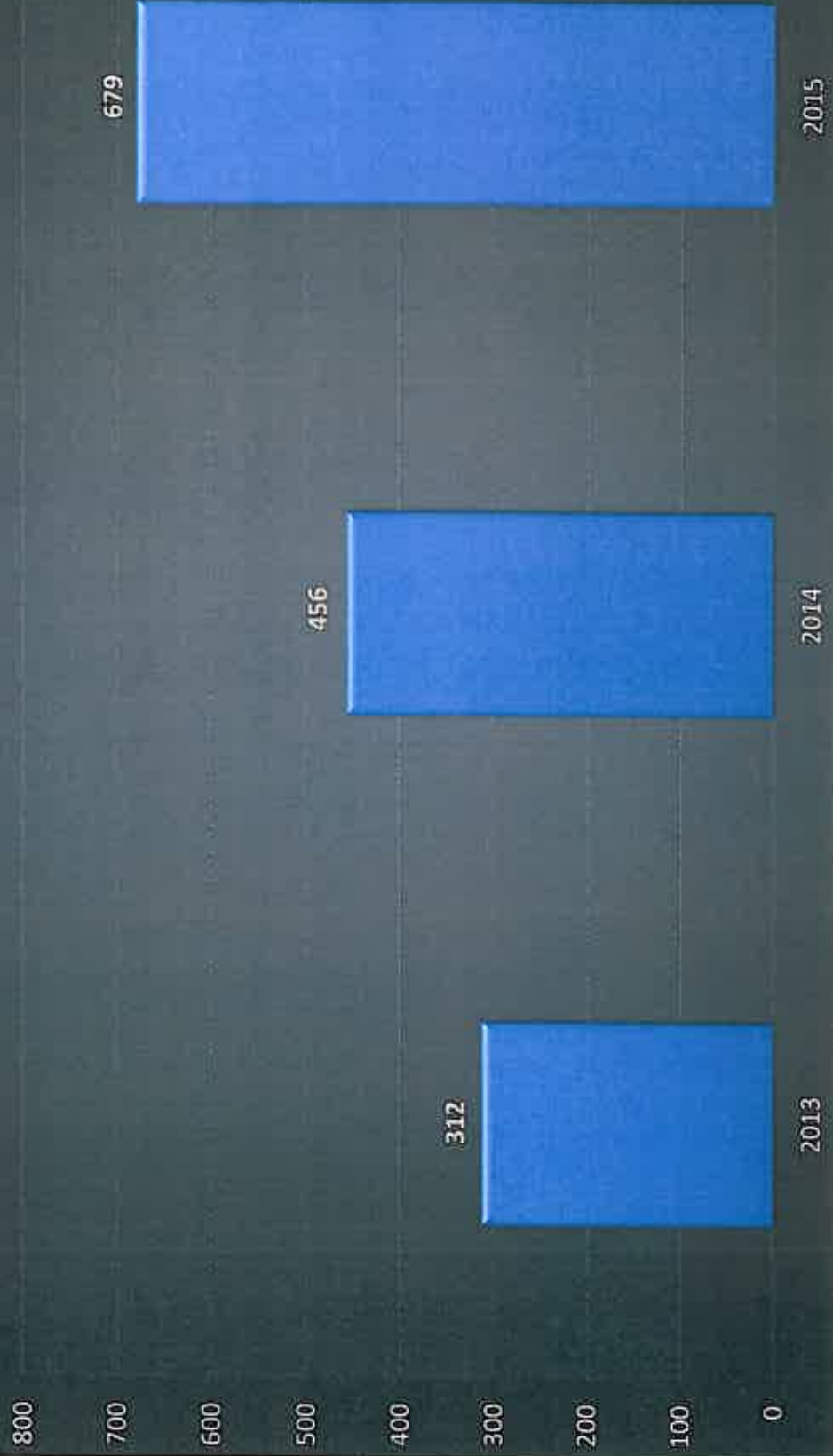
**Route 667 2015 Ridership
Average Daily Boardings**

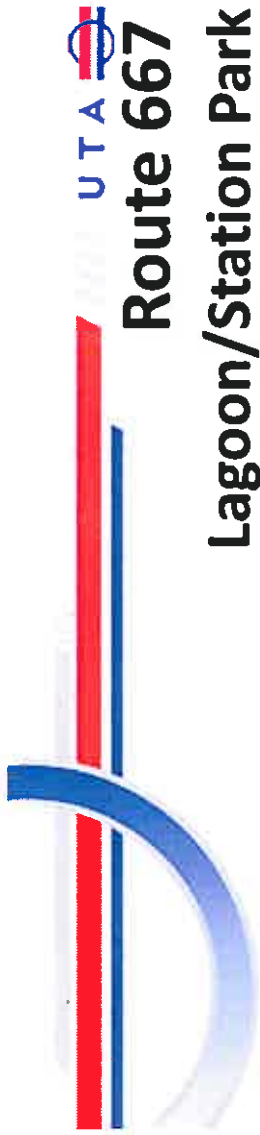




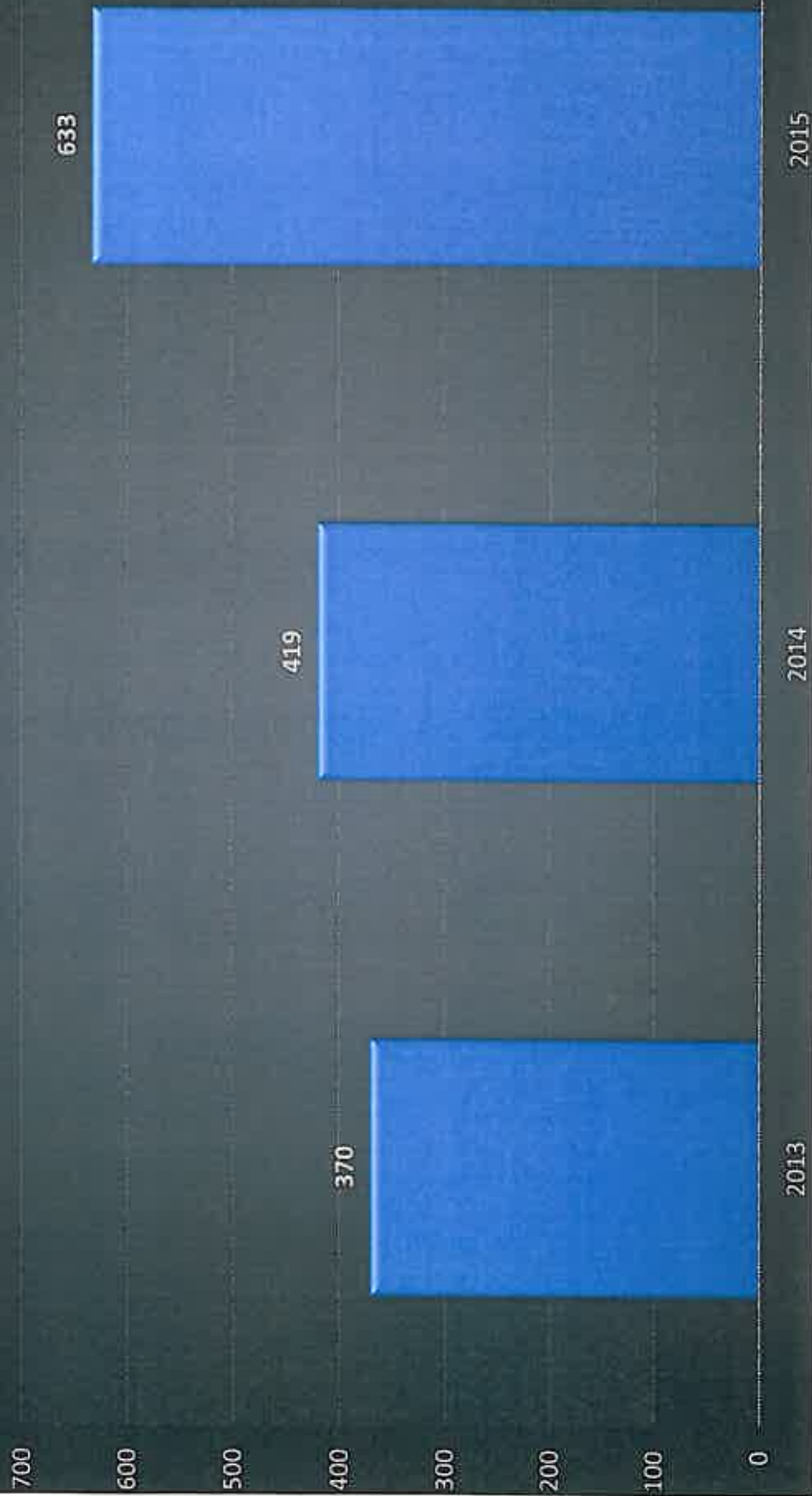
UTA
Route 667
Lagoon/Station Park Shuttle

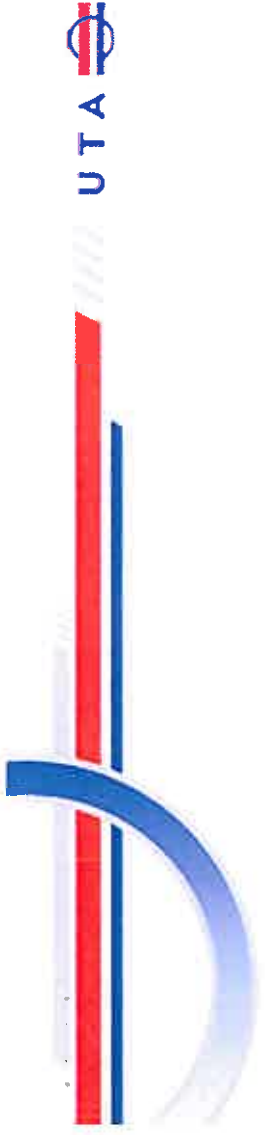
**Route 667 Average Weekday Daily Boardings
2013-2015**





Route 667 Average Saturday Boardings
2013-2015





Questions?



Lagoon/Station Park Shuttle "Estimated Operating Cost"

	Total	25% of Total
Week Day	\$ 192,855	\$ 48,214
Saturday	\$ 46,344	\$ 11,586
Sunday	\$ 42,800	\$ 10,700
7 Days a week	\$ 281,999	\$ 70,500
6 Days a week	\$ 239,199	\$ 59,800
Current Service	\$ 88,577	\$ 22,144



CITY COUNCIL AGENDA

For Council Meeting:
December 15, 2015

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

1. Planning Commission Appointment

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