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 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, February 3, 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

REPORTS OF COMITTEES/MUNICIPAL OFFICERS

7:05 Introduction of new Police Officer and Administration of Oath of Office

7:10 Presentation of "Award of Top Shooter"

PRESENTATION OF PETITIONS AND REQUESTS:

7:15 Conservation Property Park Acquisition for 1100 West Park

7:25 Resolution to fully review the Shared Solution as a Viable Alternative to the West Davis Corridor

7:40 Approve the Bid for the Architect of the Park and Gym

7:50 Street Cross Section Proposal for Taylor Subdivision

SUMMARY ACTION:

8:00 Minute Motion Approving Summary Action List

1. Park Lane Commons Improvements Agreement
2. Eastridge Estates Improvements Agreement
3. Avenues at the Station Phase I Improvements Agreement
4. Appointment of City Council Members to Various Committees
5. Lagoon "Cannibal" Ride Designation

6. Renewal of Contract with Davis County Animal Control
7. Meadows at City Park Final Plat & Final PUD Master Plan
8. Approval of Minutes from January 20, 2015

GOVERNING BODY REPORTS:

7:45 City Manager Report

1. Executive Summary for Planning Commission held January 22, 2015
2. Earthquake Training February 10th at 3:30pm
3. Draft Regional Transportation Plan Open Houses
4. February 5th Planning Commission/City Council

7:50 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 29th day of January, 2015.

FARMINGTON CITY CORPORATION

By: Holly Gadd
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:
February 3, 2015

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

It is requested that City Councilmember Cory Ritz 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:
February 3, 2015

SUBJECT: Introduction of new Police Officer and Administration of Oath of Office

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Mayor Talbot will introduce Dustin Ballard, the new Police Officer.
Holly Gadd will perform the administration of the Oath of Office.

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:
February 3, 2015

SUBJECT: Presentation of "Award of Top Shooter"

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Wayne Hansen, Police Chief will be making this presentation.

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:
February 3, 2015

SUBJECT: Conservation Property Park Acquisition for 1100 West Park

ACTION TO BE CONSIDERED:

By motion, approve the attached property purchase agreement and authorize the Mayor to execute the agreement after both Diumenti and Fieldstone signatures have been obtained.

GENERAL INFORMATION:

See staff report prepared by Dave Millheim.

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

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: January 27, 2015

SUBJECT: **CONSERVATION PROPERTY PURCHASE AGREEMENT FOR 1100 WEST PARK – 11.5 ACRES**

RECOMMENDATION

By motion, approve the attached property purchase agreement and authorize the Mayor to execute the agreement after both Diumenti and Fieldstone signatures have been obtained.

BACKGROUND

The Council has directed staff to make the community park on 1100 West a priority as a result of the development proposal put forth by Fieldstone Homes. This is a conservation subdivision and under the rules, this property owner could place dozens of homes on the property the City is acquiring for the park. Under the conservation subdivision approach, the developer is receiving a small density bonus for providing this ground to the City for Park purposes. The developer is also agreeing via a schematic and plat plan (both of which have already been approved) to move the potential homes to areas north and east of the future park. Lastly, and this was a big deal, the developer has worked with the Davis School District to modify their plans such that the future elementary school could be located along 1100 West to lessen the traffic impacts in the abutting neighborhoods. The reason for this agreement is the approved schematic plan assumed all of the park ground coming to the City at once even though the project is being developed in phases. This was important to keep consistency with the intent of the schematic plan approval and future plats related to this project. The Phase One plat is awaiting recording subject to this agreement being finalized. Staff will be bringing back to the Council shortly requests for approval on the development related items of this park.

Respectfully Submitted

Dave Millheim
City Manager

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PHONE (801) 451-2383 · FAX (801) 451-2747
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CONSERVATION PROPERTY PURCHASE AGREEMENT

This Conservation Property Purchase Agreement ("**Agreement**") is entered into this ___ day of January, 2015, by and among Farmington City, a Utah municipal corporation ("**Farmington**"), Diumenti Investment Company ("**Seller**"), and Fieldstone Utah Investors, LLC, a Utah limited liability company ("**Developer**"). Individually, each of the foregoing is a "**Party**" to this Agreement, collectively they are the "**Parties**" hereto.

RECITALS

A. Seller and Developer own adjoining parcels real property located within Farmington's municipal boundaries which Developer intends to develop into a conservation subdivision known as the Farmington Park Conservation Subdivision ("**Subdivision**").

B. Developer will develop the Subdivision in three (3) phases.

C. Developer has obtained preliminary plat approval for all three (3) phases from Farmington and is currently in the final plat approval process for Phase One of the Subdivision.

D. As part of the approval process, Developer has agreed to dedicate certain portions of the Subdivision to Farmington for conservation purposes ("**Conservation Property**"). For clarification, the Developer utilized the conservation subdivision ordinance to create the subdivision plan. This ordinance grants the Developer a density bonus in return for the Developer setting aside property as conservation land. In this case, the city has chosen to create a city park with the Conservation Property for the city's recreation program.

E. Developer intended to dedicate the Conservation Property in three (3) parcels; one (1) parcel to be dedicated in connection with the recording of the final plat for each phase of the Subdivision.

F. Developer currently only owns that portion of the Conservation Property identified as Parcel 1 and Parcel 2 in the map attached hereto as **Exhibit A**. Seller is the current owner of the remaining portion of the Conservation Property identified as Parcel 3 in the exhibit. Parcel 3 consists of approximately 5.791 acres and is more particularly identified in the legal description set forth in **Exhibit B** hereto.

G. Developer had originally proposed to purchase Parcel Three of the Conservation Property from Seller at a later time and to dedicate parcel three of the Conservation Property to Farmington in connection with the recording of the final plat for Phase Three of the Subdivision.

H. Farmington now desires to acquire the entire Conservation Property in connection with the recording of the plat for Phase One of the Subdivision, so that the entire Conservation Property may be improved into a park by the city at one time.

I. The Parties have agreed to cooperate to facilitate Farmington's acquisition of all three parcels of the Conservation Property in connection with the recording of final plat for Phase One of the Subdivision. Seller has agreed to convey parcel three of the Conservation Property to Farmington on the terms and conditions set forth below. Seller has also agreed to allow Developer to satisfy Farmington's obligations (but not release Farmington from its obligation in the event Developer fails to perform) to Seller in connection with the Purchase of parcel three of the Conservation Property.

J. Farmington has agreed to cooperate with Developer and to expedite the processing of Developer's applications for approval of the final plats for each phase of the Subdivision on the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the sufficiency of which each Party hereby acknowledges, the Parties do covenant and agree as follows.

1. The foregoing Recitals are incorporated and made a part of this Agreement.

2. Seller agrees to sell, and Farmington agrees to buy, parcel three of the Conservation Property for $84,261.69 per acre, or a total purchase price of $487,959.45.

3. Closing of Farmington's purchase of Parcel Three of the Conservation Property shall take place no later than February 10, 2015.

4. At Closing, Farmington shall deliver to Seller a promissory note ("**Note**") payable to Seller. The Note shall be due and payable one (1) year from the date of Closing ("**Maturity Date**"). Prior to the Maturity Date, no installment payments shall be due and the Note shall bear no interest.

5. The Note shall be secured by a deed of trust ("**Deed of Trust**") in favor of Seller encumbering parcel three of the Conservation Property.

6. Developer shall purchase from Seller the real property constituting Phase Three of the Subdivision by November 26, 2015. However if the closing date between Developer and Seller is modified, Developer will complete its purchase no later than the Maturity Date.

7. Seller agrees that upon the closing of Developer's purchase of the real property comprising Phase Three of the Subdivision, all of Farmington's obligations under the Note shall be deemed satisfied in whole and Farmington will, following Developer's purchase of the real

property comprising Phase Three, request a reconveyance of the Deed of Trust as a condition of recording Phase Three.

8. Farmington agrees that should Developer fail to close at a time prescribed herein it shall satisfy the obligation on the note secured by the Deed of Trust, the subject of paragraphs 4,5, and 6 hereof.

9. Developer is not required by Farmington to dedicate Parcel 2 and Parcel 3 of the Conservation Property prior to the recording of Phase two and Phase three of the Subdivision; however in an effort to cooperate with Farmington's desire to obtain the Conservation Property on an expedited basis, the Developer agrees to deliver Parcel 2 of the Conservation Property prior to final recording of Phase One and to satisfy Farmington's obligations with respect to its acquisition of Parcel 3, as set forth above. In return, Farmington agrees to exercise all reasonable diligence in acting on Developer's applications (assuming all received applications are complete per city ordinance at time of submittal) for approval of the final plats for Phase One, Phase Two, and Phase Three of the Subdivision. In no event shall Farmington delay final plat approval or take more than 15 days to review plats or construction drawings and return the same to the Developer for corrections. Once all major redlines have been addressed, Farmington agrees to place Developer on the next planning commission or city council agenda on the calendar for approval.

10. Each Party represents to the other Parties that it has authority to execute this Agreement and that execution of this agreement and performance of the terms hereof will not violate any statute, law, ordinance, contractual obligation, or judicial order binding on such Party.

11. This Agreement shall inure to the benefit of, and be binding upon, the Parties named herein and their respective successors and assigns.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any judicial action to enforce or interpret this agreement, the prevailing party shall be entitled to an award of reasonable costs and attorney fees.

This Agreement is entered into by the Parties as of the date first set forth above.

FARMINGTON

FARMINGTON CITY, A UTAH MUNICIPAL CORPORATION

By: _____

Printed Name: _____

Title: _____

SELLER

DIUMENTI INVESTMENT COMPANY

By: _____

Printed Name: _____

Title: _____

DEVELOPER

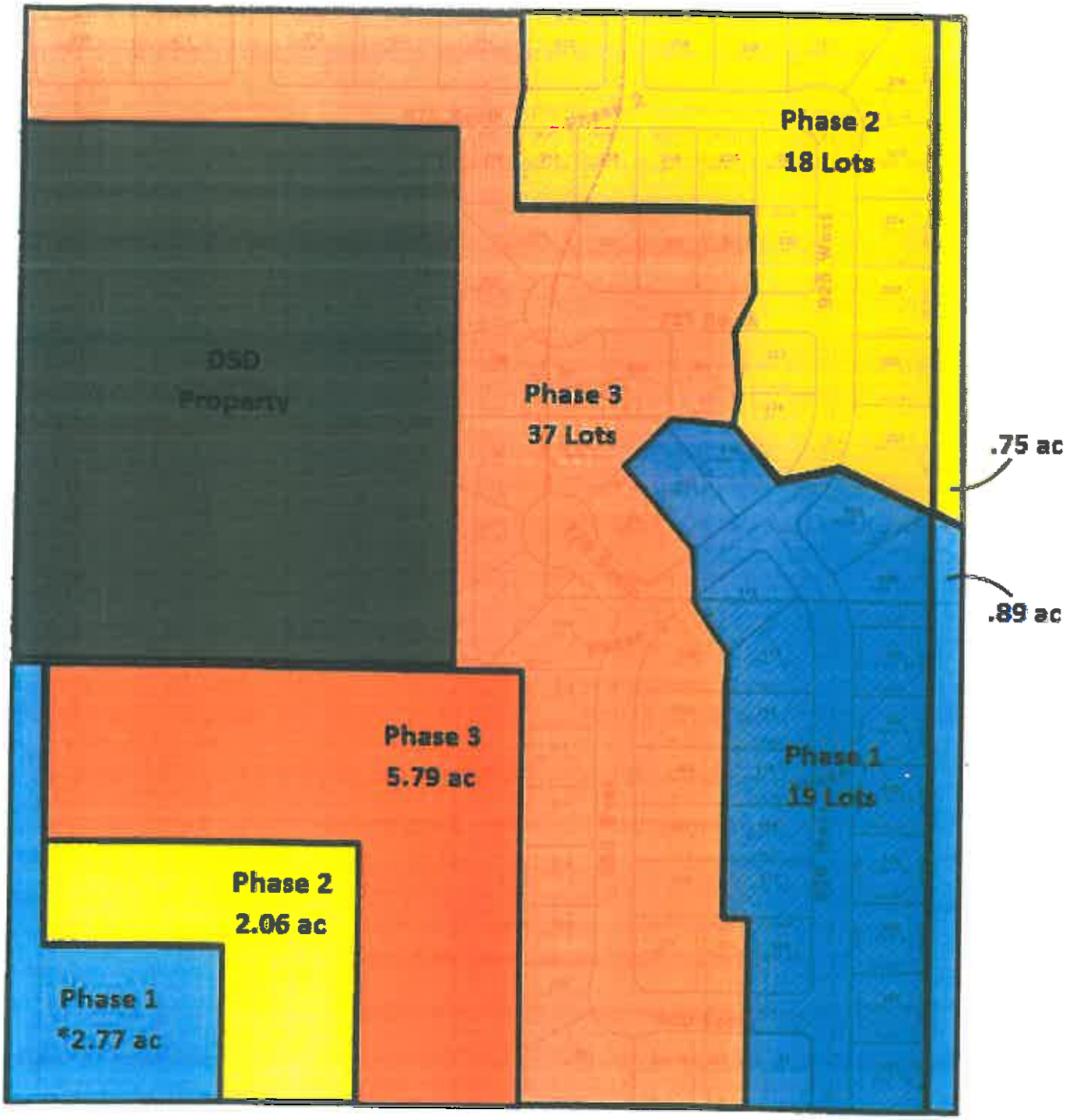
FIELDSTONE UTAH INVESTORS, LLC

By: _____

Printed Name: _____

Title: _____

Park Phasing



		% out of 74 Lots	Park Space (10.6 acres)	East Ditch	Open Space (11.5 acres)
hase 1	19 Lots	25.7%	*2.77 acres	.89 acres	2.96 acres
Phase 2	18 Lots	24.3%	2.06 acres	.75 acres	2.80 acres
Phase 3	37 Lots	50.0%	5.79 acres	N/A	5.79 acres

Exhibit B

Phase 3C - Legal Description

PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT LIES S89°55'05"W 2636.12 FEET AND S00°04'55"E 2133.03 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 25; THENCE S89°48'28"E 684.60 FEET; THENCE S00°19'00"E 630.66 FEET; THENCE N89°47'47"W 229.36 FEET; THENCE N00°00'00"E 394.33 FEET; THENCE N90°00'00"W 458.72 FEET; THENCE N00°00'00"E 237.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 252,273 SQUARE FEET AND 5.791 ACRES

CITY COUNCIL AGENDA

For Council Meeting:
February 3, 2015

SUBJECT: Resolution to fully review the Shared Solution as a Viable Alternative to the West Davis Corridor

ACTION TO BE CONSIDERED:

Adopt by minute motion the attached resolution.

GENERAL INFORMATION:

See staff report prepared by Dave Millheim.

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

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: January 23, 2015

SUBJECT: **RESOLUTION TO FULLY REVIEW THE SHARED SOLUTION AS A VIABLE ALTERNATIVE TO THE WEST DAVIS CORRIDOR**

RECOMMENDATION

Adopt by minute motion the attached resolution.

BACKGROUND

Many different alternatives have been studied for the proposed West Davis Corridor (WDC). Farmington has in the past strongly stated the reasons we do not want the proposed Glovers Land Alignment. While the proposed Shepard Lane alignment has challenges, we feel that alignment is much preferred to the environmental and open space destruction of the proposed Glovers Land alternative. All City objections have been made in writing to UDOT as part of the DEIS process. Significant other issues have been raised and passed on to UDOT, in writing, as a result of further study, most recently the modeling report conducted by Norm Marshall of Smart Mobility. That report also calls into question whether or not the WDC is even needed based on apparent flaws with assumptions made in the DEIS.

The proposed attached resolution does two principle things. First, it states Farmington's support that the Shared Solution alternative should be further studied as a viable alternative for the WDC. It is important to point out that Farmington is not saying the Shared Solution is the only alternative but that it deserves further significant review as part of the larger EIS process. Farmington also believes the Shared Solution alternative might be modified as a result of the EIS process and no one should assume this is an "all or nothing" approach. UDOT has hosted a number of meetings which Farmington staff and elected officials have attended where the Shared Solution has been debated and identified. UDOT has determined that this alternative passes level one screening, in

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some cases, much stronger than many of the other alternatives being considered. UDOT has also asked for the respective cities to state whether they want to see further study of this alternative and the proposed land use impacts. This resolution, in part, satisfies that request of UDOT.

The second thing this resolution does is it recites in summary form many of the City's objections to the proposed alignment and why we think the need for the identified flaws in the DEIS require further study.

Staff and the City Council also want in the public record to remind all concerned parties that Farmington is in a very difficult position. Twenty years of land planning are being discarded if the proposed WDC does what UDOT wants. 300+ acres of conservation easements which the City pledged to thousands of residents abutting them to preserve as open space will be destroyed. Farmington gets no access and zero benefit from the WDC. A needed interchange at Shepard Lane benefiting Farmington, Kaysville and Fruit Heights residents is being delayed. The proposed alignment bypasses a major transit station and economic and employment centers. We do not believe that UDOT has demonstrated in the DEIS the purpose and need for the proposed WDC.

Respectfully Submitted

Dave Millheim
City Manager

RESOLUTION NO. _____

A RESOLUTION OF FARMINGTON CITY TO REQUEST A REVISED APPROACH TO THE WEST DAVIS CORRIDOR NEPA EFFORT AND IN SUPPORT OF FULLY AND FAIRLY REVIEWING THE SHARED SOLUTION AND OTHER LESS IMPACTFUL ALTERNATIVES THEREIN.

WHEREAS, Farmington City has reviewed the Shared Solution Alternative for the West Davis Corridor ("WDC") created by Utahns for Better Transportation and the Shared Solution Coalition; and

WHEREAS, the Shared Solution Alternative has passed the initial NEPA screening level for Alternatives by the Utah Department of Transportation ("UDOT") and should now be reviewed as an Alternative to the West Davis Corridor; and

WHEREAS, Farmington City has over the past two years undertaken, at its own expense, significant efforts to better understand the Need for, impacts of and Alternatives to the "Locally Preferred Alternative" for the WDC contained in the Draft Environmental Impact Statement ("DEIS") published in April 2013; and

WHEREAS, that review has revealed the that the "Locally Preferred Alternative" (Glovers Lane) and the Shepards Lane Alternatives are unnecessary, overly impactful to many environmental and other resources and overly expensive by comparison to the Shared Solution Alternative, as well other alternatives that were not reviewed or advanced by UDOT and the Federal Highway Administration ("FHWA"); and

WHEREAS, Farmington City caused the creation of the a document entitled West Davis Corridor Draft Environmental Impact Statement ("Report"), dated January 12, 2015 and has reviewed that Report; and

WHEREAS, the Report reveals that the efforts supporting the DEIS for the WDC published in April 2013 suffers from a considerable number of flaws, including but not limited to improper modeling, reliance upon improper assumptions and improper choices by UDOT, as well as with use of unacceptable practices during the DEIS effort; and

WHEREAS, a careful review of the DEIS modeling and the totality of the DEIS effort raises the question of whether there is a Need for the WDC at all; and

WHEREAS, there appears to be no rational reason to create the impacts in and to Farmington City and the remaining communities in Davis and Weber Counties contemplated by the "Locally Preferred Alternative" in the DEIS; and

WHEREAS, the flaws in the DEIS are so significant and so pervasive and widespread that Farmington City believes the entire NEPA effort must be revisited, with a new Study Area that includes the entirety of Weber and Davis County and to the north:

NOW, THEREFORE, BE IT RESOLVED THAT FARMINGTON CITY FULLY SUPPORTS THE REVIEW OF THE SHARED SOLUTION ALTERNATIVE AS A VIABLE REPLACEMENT ALTERNATIVE FOR THOSE PREVIOUSLY STUDIED IN THE DEIS; THAT FARMINGTON CITY FULLY SUPPORTS THE TAKING OF A NEW DIRECTION BY UDOT AND FHWA THAT WILL ALLOW THEM TO FULLY REVISIT THE NEED FOR THE WDC, AS WELL AS OTHER ALTERNATIVES THERETO IN A LARGER STUDY AREA, INCLUDING ALL OF WEBER AND DAVIS COUNTIES AND FARTHER NORTH; AND THAT

FARMINGTON CITY BELIEVES THIS NEW EFFORT MUST BEGIN IMMEDIATELY TO AVOID UNNECESSARY EXPENSE, TOGETHER WITH IRRETRIEVABLE IMPACTS ON THE LAND AND POPULACE OF FARMINGTON CITY, WEBER AND DAVIS COUNTY AND THE CITIES THEREIN FROM THE LOCALLY PREFERRED ALTERNATIVE:

Section 1. Effective Date. This resolution shall become effective immediately upon its passage.

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

FARMINGTON CITY

By: _____

Mayor

ATTEST:

_____

City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
February 3, 2015

SUBJECT: Approve the Bid for the Architect of the Park and Gym

ACTION TO BE CONSIDERED:

Approve the bid for the architect for the park and gym.

GENERAL INFORMATION:

See 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: January 23, 2015

Subject: **APPROVE THE BID FOR THE ARCHITECT OF THE PARK AND GYM.**

RECOMMENDATIONS

Approve the bid for the architect for the park and gym.

BACKGROUND

The selection of the architect will not be made until Friday afternoon Jan. 30th or Monday morning Feb. 2nd, so the recommendation of the architect will not be known until after the packet for City Council meeting is sent out. The recommendation will be brought to the City Council on Tuesday evening. It is imperative that the approval be on the 3rd, so the architect can start immediately with the design of the park and gym.

The City has gone through an extensive RFP selection process for the architect for the park and gym. The selection committee will make a recommendation to award the bid for the architect. The City received 7 bids and has narrowed it down to 3 companies that the selection committee will interview on Friday Jan. 30th.

A contract will be brought back to the City Council for approval at a later date.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

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CITY COUNCIL AGENDA

For Council Meeting:
February 3, 2015

SUBJECT: Street Cross Section Proposal for Taylor Subdivision

ACTION TO BE CONSIDERED:

See staff report for recommendation.

GENERAL INFORMATION:

See staff report prepared by David Petersen.

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

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 3, 2015

SUBJECT: **STREET-CROSS SECTION PROPOSAL FOR TAYLOR SUBDIVISION**

RECOMMENDATION

As per Section 12-8-100 of the Subdivision Ordinance, move that the City Council adopt the recommendation of the Planning Commission and approve a modified cross section for 100 East Street as it abuts the Taylor subdivision as follows:

1. Only curb gutter and asphalt will be required now on 100 East for the entire south to north length of the property—not sidewalk.

2. The property owner and the City shall enter into a development agreement which will be recorded against the property prior to or concurrent with final plat approval that will anticipate the subsequent scenario: In the event the City shifts the location, or causes the shift, of 100 East Street to the east, the owner shall provide the following along the entire south to north length of the property.

   a. Pay the cost of a new curb and gutter;
   b. Pay the cost of sidewalk and a minimal retaining wall related thereto (if the retaining wall is necessary);

   And the City shall agree to vacate the unused portions of the right-of-way to the property owner, which now includes approximately 15 feet, and will likely include additional right-of-way as the road shifts to the east.

3. In the interim before the road shifts to the east, the developer shall paint a white line to better highlight the west asphalt shoulder for the pedestrian and the motorist between the travel lane and the curb and gutter the entire length of the Taylor subdivision property.

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4. Presently, the City owns more property 15 feet in width than necessary at the current location of the street. The City should not dispose of this property until it is sure that it will not be needed if the street shifts further to the east.

5. It is now anticipated that portions of the private driveway providing access to Lots 2 and 3 will be located on City property, but may not be if the property is vacated as the road shifts to the east in the future. In the meantime, the owner shall enter into a long term license agreement for such use of City property.

Findings:

1. Storm water from the street will be adequately addressed whether the road remains in the same place or not, because the property owner will provide "temporary" curb and gutter now, even though the road may shift in the future, which will require new curb and gutter.
2. Portions of the property, and the Owens property to the north, are now too steep for sidewalk, but may not be in the future if the City shifts, or causes the shift, of 100 East to the east.
3. The City already owns the property where the shift of 100 East street may occur.
4. The City will not dispose of surplus property until the final alignment of the road is set, and in return the developer will pay his fair share of 100 East and will be compensated in land in exchange for construction of new curb and gutter, sidewalk, and minimal retaining (if necessary) in the future.
5. A mechanism will be created whereby the owner will be allowed use of City property for a private driveway because of the shift of the road that may occur in the future.
6. The owner has not yet submitted an application for Final Plat approval. This action will help him prepare is final drawings thereto.

BACKGROUND

The proposed Taylor Subdivision consists of 3 lots and is located north of 600 North Street on 100 East. The abutting partially improved street, portions of which only consist of a narrow strip of asphalt, is identified as an "important local street" on the City's Master Transportation Plan (MTP), and may eventually include asphalt 37 feet in width, and (on both sides of the right-of-way) a 2.5 foot wide curb and gutter, 7.5 foot park strip, and 5 foot wide sidewalk. The total right-of-way width necessary is 60 feet; the City now owns a 75 foot wide area for a street (15 more feet than needed). A possible logical northern terminus for 100 East may be Farmington Pond Park or the intersection of 100 East and Canyon Road (or Skyline Drive). Both locations are north of the Taylor subdivision, and will require that the City shift, or cause the lateral shift, of the road to the east on property owned by the City to avoid an almost un-buildable western shoulder now on property owned by Tom Owens. It is too steep. The Owens parcel is the only and last tract of land between the Taylor subdivision and the park, and is now undeveloped, but may develop in the future.

In other words, it may be possible for the developer to build the standard street-cross section referenced above once the road moves to the east, but it is not possible to do so now; or even

within the confines of the Taylor property without a future road shift, because parts of the shoulder therein are also too steep.

The Planning Commission reviewed and approved the above referenced recommendation on January 22, 2015.

Supplementary Information

1. Vicinity/Aerial Map.
2. Subdivision Plan (and larger "to scale" plans will be presented at the meeting)
3. Important Local Street Cross-section.
4. Section 12-8-100 of the Subdivision Ordinance.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

Farmington City

Tuesday, February 24, 2009 10:44:54 AM
M:\Projects\Current\BaseMap.mxd

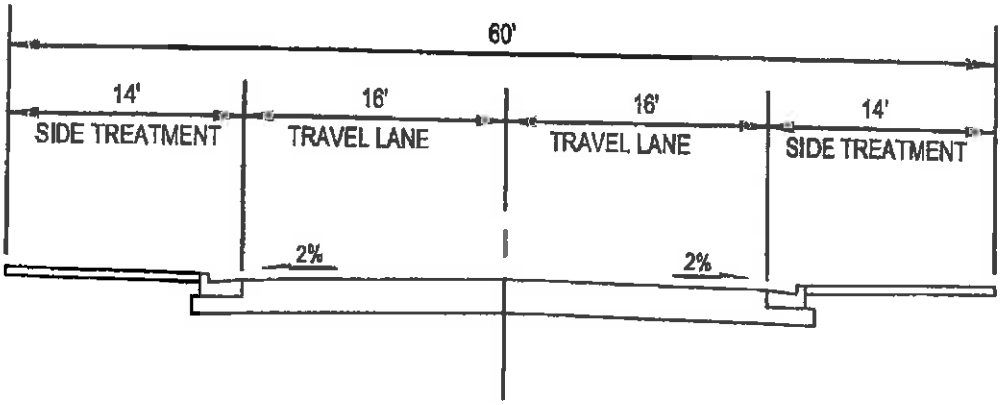
0 135 270 540 810

TAYLOR SUBDIVISION

629 NORTH SKYLINE DRIVE (100 EAST)
FARMINGTON, UTAH

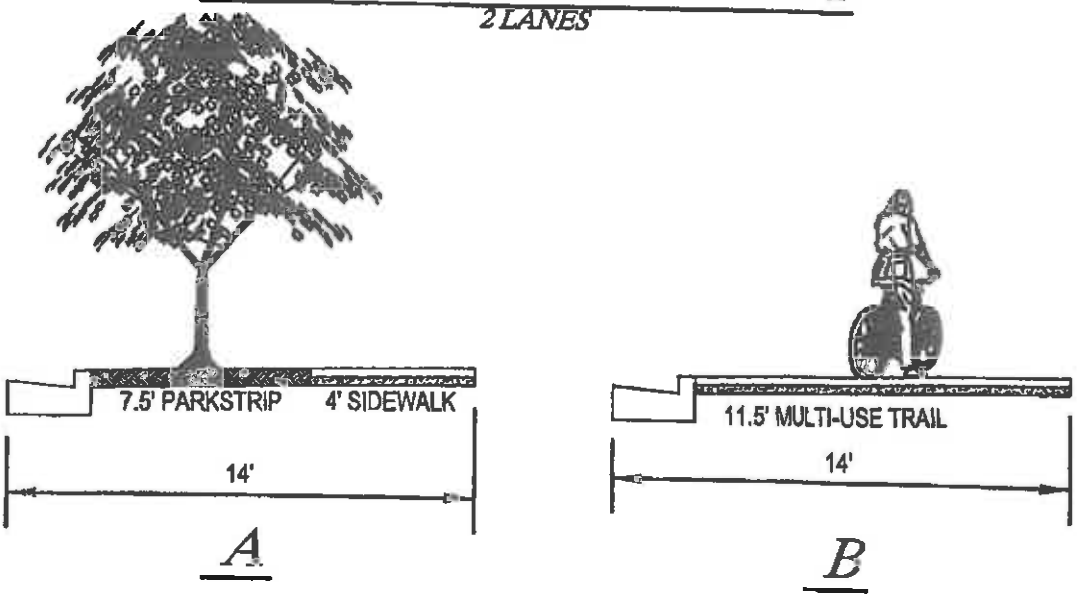
1 of 1

IMPORTANT LOCAL



60-FOOT RIGHT-OF-WAY

2 LANES



SIDE TREATMENTS

ROAD SECTION

PLAN NO. 260 SP

(1) A payback agreement entered into between Farmington City and the developer who installs the improvements or facilities for water, storm sewer or roads is authorized, where the improvements installed are intended to extend, expand or improve the City's water system, storm sewers or roads beyond the improvements required to service or benefit the subdivision or development proposed by the developer. Such payback agreements shall be for project improvements and not system improvements as defined in the Utah Impact Fees Act. The payback agreement is not mandatory, but may be used at the option of the City Manager, upon approval of the payback agreement by the City Council. The amount of the payback to the developer shall be determined by the City Council after receiving a recommendation from the City Engineer after considering the improvements or facilities required or benefitting developer's development, and those facilities or improvements that are specifically oversized to provide for future development of adjacent projects.

(2) The City shall, in all cases, be immune and not liable for any payments to the developer if the payback agreement is determined to be unenforceable. The payback agreement shall not confer a benefit upon any third party and shall be in a form approved by the City Council. The responsibility for payment of the required improvements or facilities shall rest entirely with the developer. The City shall not be responsible for collection of amounts from third parties.

12-8-100 Administrative Review for Public Street Standards Not Listed

(1) The City Council, after receiving a recommendation from the Planning Commission, may review and approve street standards not listed in the Farmington City Development Standards but shall consider only modifications and alternatives to Standard Street Intersections, Typical Cul-de-sac, and Standard Roadway Sections. The Planning Commission shall not consider changes to remaining standards including, but not limited to, Submittals, Quality Control, Site Preparation, Grading, Excavating, Backfilling and Compaction, Base Course, Asphalt/ Concrete, Curbs, Gutters, Drive Aprons, and Walks, Slurry Sealing, Restoration of Existing Improvements, Storm Drainage Systems, Boundary Markers and Survey Monuments, Geo-textiles, and Concrete Reinforcement. Notwithstanding the foregoing, amendments to the Farmington City Development Standards may be approved from time to time by resolution of the City Council.

(2) An application requesting a street standard not listed shall be filed with the City Planner. The application shall include a detailed description of the proposed standard and other such information as may be required.

(3) The City Planner, City Engineer, City Public Works Director, and any other City official as required, shall conduct such investigations as are deemed necessary to compare the proposed standard with sound customary engineering and planning practices. Thereafter a recommendation shall be provided to the Planning Commission.

(4) The final determination by the City Council and all information pertaining to it shall be assigned a file number classifying it as an administrative determination and shall become a permanent public record in the office of the Community Development Department.

Title 6 (now Title 12) Amended, 6-06-91, Ord. 91-21
6-8-101 (now covered under 12-8-010) Amended, 4-21-93, Ord. 93-18
6-8-102 (now 12-8-020(1)) Amended, 2-15-95, Ord. 95-05
Title 12 Amended and Recodified, 6-19-96, Ord. 96-24
12-8-090 Enacted, 5-17-00, Ord. 2000-21
12-8-100 Enacted, 10-04-00, Ord. 2000-39

CITY COUNCIL AGENDA

For Council Meeting:
February 3, 2015

SUBJECT: Minute Motion Approving Summary Action List

1. Park Lane Commons Improvements Agreement
2. Eastridge Estates Improvements Agreement
3. Avenues at the Station Phase I Improvements Agreement
4. Appointment of City Council Members to Various Committees
5. Lagoon "Cannibal" Ride Designation
6. Renewal of Contract with Davis County Animal Control
7. Meadows at City Park Final Plat & Final PUD Master Plan
8. Approval of Minutes from January 20, 2015

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

FARMINGTON CITY

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: February 3, 2015

SUBJECT: PARK LANE COMMONS IMPROVEMENTS AGREEMENT

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between The Haws Companies and Farmington City.

BACKGROUND

The bond estimate for the Park Lane Commons development is $253,939.00 which includes a 10% warranty bond. The Haws Companies has submitted a Cash Deposit Bond 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, 90% of the bond 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

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

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between THE HAWS COMPANIES (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 LANE COMMONS, located at approximately Station Parkway / Grand Ave., 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 $ 253,939.00.

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 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 $ 253,939.00 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 13 day of JAN., 20 15

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

_____
Holly Gadd, City Recorder

DEVELOPER:

THE HAWS COMPANIES

By: _____

Its: President

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 Davis)

On this 13 day of JAN, 2015, personally appeared before me, Scott HARWOOD, who being by me duly sworn did say that he/she is the President of THE HAWS COMPANIES a UTAH 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.

Tina Aspinwall
NOTARY PUBLIC.
Residing in DAVIS County, UTAH.

STATE OF UTAH NOTARY PUBLIC
TINA ASPINWALL
COMMISSION # 678887
MY COMMISSION EXPIRES:
07-14-2018

****

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

STATE OF UTAH)
:ss.
COUNTY OF _____)

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

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

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

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me _____ who being by me duly sworn did say that he or she is the _____ of _____, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the _____ day of _____, 20___, personally appeared before me 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, _____.

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: February 3, 2015

SUBJECT: EASTRIDGE ESTATES IMPROVEMENTS AGREEMENT

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between EF 2013, LLC and Farmington City for Eastridge Estates Subdivision.

BACKGROUND

The bond estimate for the Eastridge Estates subdivision is $400,956.00 which includes a 10% warranty bond. EF 2013, LLC (dba Symphony Homes) has submitted a Cash Deposit Bond 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, 90% of the bond 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 Milllheim
City Manager

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

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between EF 2013, LLC (hereinafter "Developer"), whose address is 526 North 400 West North Salt Lake, 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 Eastridge Estates, located at approximately 200 East 1470 South, 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 $ 400,956.00.

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 $ 400,956.00 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 20 day of January, 2015

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

_____
Holly Gadd, City Recorder

DEVELOPER:

E.F 2013, LLC

By: _____
John Whatcott

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 Davis)

On this 20th day of January, 2015, personally appeared before me, John Sharp Wheatley, who being by me duly sworn did say that he/she is the Manager of EF 2013 LLC a limited liability corp, 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.

DeAnn P. Carlile
NOTARY PUBLIC
Residing in Farmington, UT County, Davis.

DEANN P. CARLILE
Notary Public State of Utah
My Commission Expires on:
June 1, 2016
Comm. Number: 656353

****

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

STATE OF UTAH)
:ss.
COUNTY OF _____)

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

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

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

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me _____ who being by me duly sworn did say that he or she is the _____ of _____, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the _____ day of _____, 20___, personally appeared before me 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, _____.

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: February 3, 2015

SUBJECT: AVENUES AT THE STATION PHASE 1 IMPROVEMENTS AGREEMENT

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Oakwood Homes of Utah, LLC and Farmington City for Avenues at the Station Phase 1 Subdivision.

BACKGROUND

The bond estimate for the Avenues at the Station Phase 1 subdivision is $348,064.00 for work which has not yet been completed, which includes a 10% warranty bond for the entire amount of the original bond before work began. Oakwood Homes of Utah, LLC has submitted a Cash Deposit Bond 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

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

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between Oak Wood Homes of Utah LLC. (hereinafter "Developer"), whose address is 206 E Winchester St. Murray, 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 Avenues at the Station Ph 1, located at approximately 1100 W Clark Ln, 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 $348,064.00.

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 $348,064.00 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

_____
Holly Gadd, City Recorder

DEVELOPER:

_____

By: _____

Its: James Doolin V.P. Land

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 Salt Lake)

On this 21 day of January, 2015, personally appeared before me James Doolin who being by me duly sworn did say that he or she is the VP Land of Oakwood Homes of Utah, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Amanda Edwards
NOTARY PUBLIC
Residing in Tooele County, Utah.

AMANDA NICOLE EDWARDS
Notary Public
State of Utah
Comm. No. 612001
My Comm. Expires Jul 21, 2015

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, _____.

Avenues at the Station
Bond Estimate
Revised 7-16-2014

Storm Drain

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
12" RCP Pipe (Includes Bedding and Fill)	5	LF	$ 40.00	$ 200	0	0	0
12" ADS Pipe (Includes Bedding and Fill)	139	LF	$ 31.00	$ 4,309	0	0	0
15" RCP Pipe (Includes Bedding and Fill)	2010	LF	$ 34.50	$ 69,345	0	0	0
24" RCP Pipe (Includes Bedding and Fill)	447	LF	$ 48.00	$ 21,456	0	0	0
Bore 28" HDPE W/Steel Casing	177	LF	$ 577.00	$ 102,129	0	0	0
Standard Inlet Box	14	EA	$ 1,700.00	$ 23,800	0	0	0
Combination Box	2	EA	$ 3,400.00	$ 6,800	0	0	0
Manhole / Junction Box	13	EA	$ 2,750.00	$ 35,750	0	0	0
2'x2'x3' Drain Box	5	EA	$ 1,600.00	$ 8,000	0	0	0
Storm Drain Pump Station	1	LS	$ 58,000.00	$ 58,000	0	0	0
Silt Fence	2330	LF	$ 2.00	$ 4,660	0	0	0
Construction Entrance	1	EA	$ 1,200.00	$ 1,200	0	0	0
Inlet Protection	22	EA	$ 100.00	$ 2,200	0	0	0
Sanitation Closet	1	LF	$ 1,000.00	$ 1,000	0	0	0
Detention Basin	1	LS	$ 13,000.00	$ 13,000	0	0	0
Outlet	2	EA	$ 1,000.00	$ 2,000	0	0	0
Inlet / Outlet Structure	1	EA	$ 6,000.00	$ 6,000	0	0	0
Subtotal				**$ 359,849**			
Total				**$ 359,849**			

Sanitary Sewer

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
8" PVC Schedule 80	630	LF	$ 30.00	$ 18,900	0	0	0
8" PVC DR-35	1246	LF	$ 27.00	$ 33,642	0	0	0
48" Sewer Manhole	7	EA	$ 2,050.00	$ 14,350	0	0	0
60" Sewer Manhole	4	EA	$ 2,300.00	$ 9,200	0	0	0
60" Sewer Manhole on Existing	1	EA	$ 4,500.00	$ 4,500	0	0	0
Connect to Existing	1	EA	$ 1,200.00	$ 1,200	0	0	0
Sewer Lateral	47	EA	$ 850.00	$ 39,950	0	0	0
Subtotal				**$ 121,742**			
Total				**$ 121,742**			

Culinary Water

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Connect to Existing	2	EA	$ 25,250.00	$ 50,500	0	0	0
8" C900 PVC	2018	LF	$ 28.00	$ 56,504	0	0	0
8" Valve	23	EA	$ 1,720.00	$ 39,560	0	0	0
8" Cross	1	EA	$ 1,100.00	$ 1,100	0	0	0
8" Tee	4	EA	$ 800.00	$ 3,200	0	0	0
8" 45	1	EA	$ 475.00	$ 475	0	0	0
Blowoff	2	EA	$ 1,600.00	$ 3,200	0	0	0
Water Lateral	46	EA	$ 1,250.00	$ 57,500	0	0	0
Steel Water Loop	2	EA	$ 5,000.00	$ 10,000	0	0	0
Fire Hydrant	5	EA	$ 4,650.00	$ 23,250	0	0	0
Subtotal				**$ 245,289**			
Total				**$ 245,289**			

Road Improvements							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Clear and Grub	1	LS	$ 7,400.00	$ 7,400	0	0	0
Rough Grade	1	LS	$ 50,000.00	$ 50,000	0	0	0
Temporary Turn Around (6" base, 12" Sub ba:	1	LS	$ 1,000.00	$ 1,000	0	0	0
Sawcut Asphalt	870	LF	$ 2.00	$ 1,740	0	0	0
Curb and Gutter w/ Base	3912	LF	$ 20.00	$ 78,240	0	0	0
Sidewalk w/ Base	23060	SF	$ 4.70	$ 108,382	0	0	0
ADA Ramp	23	EA	$ 1,200.00	$ 27,600	0	0	0
Maintenance Road	9000	SF	$ 0.80	$ 7,200	0	0	0
12" Road Base	44350	SF	$ 1.10	$ 48,785	0	0	0
Trail (2" Asphalt, 8" Base)	9300	SF	$ 2.00	$ 18,600	0	0	0
3" Asphalt Road	15820	SF	$ 1.65	$ 26,103	0	0	0
4" Asphalt Road	35690	SF	$ 2.20	$ 78,518	0	0	0
Waterway	55	LF	$ 30.00	$ 1,650	0	0	0
Concrete Cap over 20" HP Gas	1060	LF	$ 41.00	$ 43,460	0	0	0
Subtotal				**$ 498,678**			
Total				**$ 498,678**			
Total Bond				**$ 1,225,558**			

Cash Deposits				
Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	35690	SF	$ 0.20	$ 7,138
Street Signs	10	EA	$ 300.00	$ 3,000
Street Lights	4	EA	$ 3,200.00	$ 12,800

Avenues at the Station
Bond Estimate
Revised 12-2-2014 (Reflects completed work)

Storm Drain

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
12" RCP Pipe (Includes Bedding and Fill)	5	LF	$ 40.00		0	0	#DIV/0!
12" ADS Pipe (Includes Bedding and Fill)	139	LF	$ 31.00		0	0	#DIV/0!
15" RCP Pipe (Includes Bedding and Fill)	2010	LF	$ 34.50		0	0	#DIV/0!
24" RCP Pipe (Includes Bedding and Fill)	447	LF	$ 48.00		0	0	#DIV/0!
Bore 28" HDPE W/Steel Casing	177	LF	$ 577.00		0	0	#DIV/0!
Standard Inlet Box	14	EA	$ 1,700.00		0	0	#DIV/0!
Combination Box	2	EA	$ 3,400.00	$ 700	0	0	0
Manhole / Junction Box	13	EA	$ 2,750.00	$ 4,550	0	0	0
2'x2'x3' Drain Box	5	EA	$ 1,600.00		0	0	#DIV/0!
Storm Drain Pump Station	1	LS	$ 58,000.00	$ 29,000	0	0	0
Silt Fence	2330	LF	$ 2.00		0	0	#DIV/0!
Construction Entrance	1	EA	$ 1,200.00		0	0	#DIV/0!
Inlet Protection	22	EA	$ 100.00		0	0	#DIV/0!
Sanitation Closet	1	LF	$ 1,000.00		0	0	#DIV/0!
Detention Basin	1	LS	$ 13,000.00		0	0	#DIV/0!
Outlet	2	EA	$ 1,000.00		0	0	#DIV/0!
Inlet / Outlet Structure	1	EA	$ 6,000.00		0	0	#DIV/0!
Subtotal				**$ 34,250**			
10% Warranty Bond Amount				**$ 35,985**			
Total				**$ 70,235**			

Sanitary Sewer

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
8" PVC Schedule 80	630	LF	$ 30.00		0	0	#DIV/0!
8" PVC DR-35	1246	LF	$ 27.00		0	0	#DIV/0!
48" Sewer Manhole	7	EA	$ 2,050.00	$ 2,450	0	0	0
60" Sewer Manhole	4	EA	$ 2,300.00	$ 1,400	0	0	0
60" Sewer Manhole on Existing	1	EA	$ 4,500.00	$ 350	0	0	0
Connect to Existing	1	EA	$ 1,200.00		0	0	#DIV/0!
Sewer Lateral	47	EA	$ 850.00		0	0	#DIV/0!
Subtotal				**$ 4,200**			
10% Warranty Bond Amount				**$ 12,174**			
Total				**$ 16,374**			

Culinary Water

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Connect to Existing	2	EA	$ 25,250.00		0	0	#DIV/0!
8" C900 PVC	2018	LF	$ 28.00	$ 14,126	0	0	0
8" Valve	23	EA	$ 1,720.00	$ 5,750	0	0	0
8" Cross	1	EA	$ 1,100.00		0	0	#DIV/0!
8" Tee	4	EA	$ 800.00		0	0	#DIV/0!
8" 45	1	EA	$ 475.00		0	0	#DIV/0!
Blowoff	2	EA	$ 1,600.00		0	0	#DIV/0!
Water Lateral	46	EA	$ 1,250.00		0	0	#DIV/0!
Steel Water Loop	2	EA	$ 5,000.00		0	0	#DIV/0!
Fire Hydrant	5	EA	$ 4,650.00		0	0	#DIV/0!
Subtotal				**$ 19,876**			
10% Warranty Bond Amount				**$ 24,529**			
Total				**$ 44,405**			

Road Improvements							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Clear and Grub	1	LS	$ 7,400.00		0	0	#DIV/0!
Rough Grade	1	LS	$ 50,000.00		0	0	#DIV/0!
Temporary Turn Around (6" base, 12" Sub ba:	1	LS	$ 1,000.00	$ 1,000	0	0	0
Sawcut Asphalt	870	LF	$ 2.00		0	0	#DIV/0!
Curb and Gutter w/ Base	3912	LF	$ 20.00		0	0	#DIV/0!
Sidewalk w/ Base	23060	SF	$ 4.70	$ 108,382	0	0	0
ADA Ramp	23	EA	$ 1,200.00	$ 27,600	0	0	0
Maintenance Road	9000	SF	$ 0.80	$ 7,200	0	0	0
12" Road Base	44350	SF	$ 1.10		0	0	#DIV/0!
Trail (2" Asphalt, 8" Base)	9300	SF	$ 2.00	$ 18,600	0	0	0
3" Asphalt Road	15820	SF	$ 1.65		0	0	#DIV/0!
4" Asphalt Road	35690	SF	$ 2.20	$ 4,400	0	0	0
Waterway	55	LF	$ 30.00		0	0	#DIV/0!
Concrete Cap over 20" HP Gas	1060	LF	$ 41.00		0	0	#DIV/0!
Subtotal				**$ 167,182**			
10% Warranty Bond Amount				**$ 49,868**			
Total				**$ 217,050**			
Total Bond				**$ 348,064**			

Cash Deposits				
Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	35690	SF	$ 0.20	$ 7,138
Street Signs	10	EA	$ 300.00	$ 3,000
Street Lights	4	EA	$ 3,200.00	$ 12,800

Full Bond Amount for Determination of Fees	
Item	Bond Amount
Full Bond Amount	$ 1,225,558

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: Holly Gadd, City Recorder

Date: January 21, 2015

Subject: **APPOINTMENT OF CITY COUNCIL MEMBERS TO VARIOUS COMMITTEES**

RECOMMENDATION

By minute motion, approve the attached Resolution for the appointment of City Council members to various Council Committees, assignments and providing for the appointment of certain individuals to represent Farmington City on various boards, councils and commissions.

BACKGROUND

Pursuant to Title 2 Chapter 3 of the Farmington City Municipal Code, the Mayor has the right to appoint persons to fill offices on various commissions, committees and entities, with advice and consent of the City Council. Members of the City Council have already been willingly serving on the various committees. The Mayor and City Council decided to keep the assignments the same with the exception of the Mayor Pro Tempore. Council Member Jim Young was elected to serve as Mayor Pro Tempore for 2015.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager

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

FARMINGTON, UTAH

RESOLUTION NO. 2015-____

A RESOLUTION PROVIDING FOR THE APPOINTMENT OF CITY COUNCIL MEMBERS TO AND DELEGATING AUTHORITY TO VARIOUS COUNCIL COMMITTEES, ASSIGNMENTS AND PROVIDING FOR THE APPOINTMENT OF CERTAIN INDIVIDUALS TO REPRESENT FARMINGTON CITY ON VARIOUS BOARDS, COUNCILS AND COMMISSIONS

WHEREAS, pursuant to Section 2-1-170 of the Farmington City Municipal Code, the City Council may from time to time delegate portions of its authority to Council Committees and/or assignments and appoint at least two members of the City Council to serve on such Committees; and

WHEREAS, pursuant to the provisions of Chapter 3 of Title 2 of the Farmington City Municipal Code, the Mayor has the right to appoint, with advice and consent of the City Council, persons to fill offices on various commissions, committees and entities; and

WHEREAS, the Mayor desires to make appointments as herein set forth and the City Council desires to consent to such appointments and to take such additional actions as are set forth herein;

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

Section 1. **Delegation to Council Committees.** The City Council hereby establishes the following Council Committees and City Council assignments and delegates authority to such Committees and liaisons as provided herein:

(a) Personnel/Problems Resolution Committee.

(1) Serves as Board of Appeals on personnel matters/grievances beyond City Manager level.

(2) Serves as permanent member of Employee Transfer and Discharge Appeals Board.

(3) Reviews and recommends proposed amendments to Personnel Policies and Procedures.

(4) Reviews and recommends proposed compensation-related matters for employees and appointed and elected officials.

(4) Reviews and recommends proposed changes in performance appraisal system.

(5) Reviews and recommends proposed staffing changes and needs.

(6) Upon assignment, hears citizen complaints that are not planning, zoning and building inspection related.

(7) Makes recommendations for solutions after receiving input from staff.

(8) Evaluates various studies and proposals as assigned by the City Council and Mayor and makes recommendation to the City Council.

(b) City Council Special Events Liaisons

(1) Serves as liaison between Parks & Recreation Director and City Council in recommending, organizing, promoting and sponsoring City-wide special events.

(2) Works with Parks & Recreation Director in recommending the number and type of special events held annually based on input from the City's Parks & Recreation Master Plan, staff and citizen input.

(3) Works with Parks & Recreation Director in submitting names of candidates for chair person over each special event held annually.

(4) Works with Parks & Recreation Director in developing and recommending policy changes pertaining to promoting and holding of special events.

(c) Development Review/Economic Development Committee.

(1) Reviews initial development proposals and negotiates with developers when assigned by the City Council considering input and advice from City staff.

(2) Reviews staff recommendations for changes to development codes and processes for further consideration by the full City Council.

(3) Review staff recommendations and/or development proposals which will foster economic development goals of the City consistent with the City's Land Use Plan and will make recommendations to the City Council accordingly.

(d) Historic Preservation Liaisons

(1) Serves as liaisons between the Historic Preservation Commission and the City Council.

(2) Attends meetings upon request and submits policy matters for consideration back to the City Council.

(3) Liaisons do not have voting power.

(e) Youth City Council Director

(1) Serves as Director of the Youth City Council.

(2) Recommends and works with appointed advisors in operating Youth City Council programs and activities.

(3) Recommends policy considerations to the City Council.

(f) Trails Committee Liaisons

(1) Serves as liaisons between Trails Committee and the City Council;

(2) Attends Trails Committee meetings and submits policy matters related to trails back to the City Council for consideration.

(3) Meets quarterly with Trails Committee officers and City staff.

(4) Liaisons do not have voting power.

Section 2. **Appointments to Council Committees and Assignments.** The following appointments are hereby made by the Mayor to the Council Committees and assignments and are hereby consented to and approved by the City Council:

(a) Personnel/Problems Resolution Committee: **Mayor Talbot, Jim Young and John Bilton**

(b) Special Events Liaisons: **Mayor Talbot** and **John Bilton**

(c) Development Review Committee/Economic Development: **Cory Ritz** and **John Bilton**

(d) Historic Preservation Liaisons: **Doug Anderson** and **Jim Young (alternate)**

(e) Youth City Council Director: **Brigham Mellor**

(f) Trails Committee Liaisons: **Doug Anderson** and **Cory Ritz (alternate)**

Section 3. **Appointments by the Mayor and Consent of City Council.** The Mayor hereby appoints and the City Council hereby consents to the following:

-Brigham Mellor as Farmington City representative to the Davis Chamber of Commerce.

-**Mayor Talbot, Jim Young and Brigham Mellor** as Farmington City representatives to the Utah League of Cities & Towns.

Section 4. **City Appointments to Special District Board.** It is hereby confirmed and ratified that the following-named individual has been appointed as a member of the following special district board with term as indicated:

Cory Ritz, Davis County Mosquito Abatement Board, January 2015 through December 2015.

Mayor Talbot, Wasatch Integrated Waste Board, January 2014 through December 2015.

Section 5. **Mayor *Pro Tempore*.** In accordance with Section 10-3b-302(2) of the *Utah Code Annotated*, Council Member **Jim Young** has been elected by the City Council to serve as Mayor *Pro Tempore* for the period commencing January 1, 2015 through December 31, 2015.

Section 6. **Right to Modify Appointments.** The City of Farmington, acting by and through its duly-authorized Mayor and City Council, may change and/or terminate any appointment from time to time as deemed in the best interests of the City.

Section 7. **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 8. **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 3RD DAY OF FEBRUARY, 2015.

FARMINGTON CITY

ATTEST:

_____
Holly Gadd
City Recorder

By:_____
H. James Talbot
Mayor

Res\Committee Appts
February 2015

FARMINGTON CITY FIRE DEPARTMENT

82 North 100 East
P.O. Box 160
Farmington, Utah 84025
Tel. (801) 451-2842
Fax (801) 451-7865

THE DESIRE TO SERVE THE COURAGE TO ACT THE ABILITY TO PERFORM

To: Mayor and City Council

From: Guido Smith, Fire Chief

Date: January 26, 2015

Subject: LAGOON "CANNIBAL" RIDE DESIGNATION

RECOMMENDATION

Officially classify Lagoon's 208' tall attraction as either a "Structure" or a "Ride". City Management is recommending classifying this as a ride consistent with past practice with Lagoon.

BACKGROUND

With the construction of Lagoon's new attraction "Cannibal", a question has come to surface regarding the unique 208' tall structure incorporated into the amusement ride.

Based on the 2012 International Building Code, the components that make up the 208' tower meet the definition of a "Structure" and therefore are subject to applicable Building and Fire Codes that address egress provisions and fire suppression systems as would be required in regular multi-level structures.

Although a very tall structure, it is clearly not intended to facilitate large numbers of occupants at any given time with a typical occupant load of 16 people or less. Lagoon has reassured both Building and Fire Officials that the engineering of this attraction has incorporated both emergency egress provisions and fire protections systems that may meet and/or exceed industry standards for amusement rides; however, may not meet IBC or IFC requirements.

The City Council has the authority to provide instruction to its Building and Fire Officials in regards to classifying an occupancy type; however, must be documented.

At this time, the Building Official and Fire Official request the City Council classify this attraction as either a "Structure" or a "Ride".

Once determined, both officials may proceed with applicable enforcement of the IBC and IFC.

Respectfully Submitted,

Guido Smith
Fire Chief

Eric Miller
Building Official

Review & Concur

Dave Millheim
City Manager

FARMINGTON POLICE DEPARTMENT

Chief Wayne D. Hansen

City Council Staff Report

To: Honorable Mayor and City Council

From: Wayne Hansen, Police Chief

Date: January 22, 2015

SUBJECT: Renewal of contract with Davis County Animal Care and Control

RECOMMENDATIONS

By summary action approve renewal of contract with Davis County Animal Care and Control for animal control services in the amount of $41370.91.

BACKGROUND

This is an annual renewal of contract 2013-54 with Davis County for animal control services. The associated fees for this contract are reviewed each year by Davis County based on the number of calls for domestic and wild animal calls. The previous years budget was $45620.06. As indicated above our cost for renewal is $41370.91. This is a decrease of $4249.15 from the previous year. Costs for both domestic animals as well as wildlife went down which leads to the decrease.

I am pleased with the service that we receive from Davis County Animal Care. They are responsive to our needs and concerns and are very willing to work together to meet our mutual needs. Their staff is very professional and provides us with a very necessary service in a cost effective manner. As such I recommend that this contract be approved as written and submitted.

Respectfully Submitted

Wayne Hansen

Wayne Hansen
Police Chief

Review and Concur

Dave Millheim
City Manager

286 South 200 East • PO Box 160 • Farmington, Utah 84025
Telephone 801-451-5453 • Fax 801-451-0839

Dear Farmington City,

Thank you for your continued support of Davis County Animal Care and Control. Your support is vital to insure that the County has the most efficient and cost effective method for providing animal services to the citizens of Davis County.

Enclosed you will find a contract amendment for the 2015 year. As in the past, the charges are based upon the usage of Animal Care and Control by your citizens. The City's two year average is divided by the grand total of averaged calls to get a percentage of the total calls. That percentage is then taken out of the total amount needed from the cities as set by Davis County. The fee paid by the city provides full 24 hour animal care and control services, including the housing and processing of stray animals. Wildlife is billed separately at a rate of $25.75 per call. Below is a breakdown of the 2015 charges for Farmington City:

2015 County Portion of Animal Care and Control Budget	$1,694,259.88
2015 City Portion of Animal Care and Control Budget	$584,133.12
2 Yr. Average for Davis County Total Billable Calls	12,403
2 Yr. Average for Farmington Billable Calls	756
2014 Farmington Usage Rate	6.095%
2015 Farmington City Animal Service Fees	$35,602.91
2014 Farmington City Wildlife Calls	224
2015 Farmington City Wildlife Fees	$5,768.00

Please review and sign the included contract amendment. Please scan the entire signed amendment and email it back to me. A copy of the fully signed amendment will be mailed back to you. You may also mail the signed amendment. If you mail the signed amendment and want an original sent back to you, please include two signed copies. If a copy of the original is satisfactory, it will be sent to you automatically.

Thank your for your cooperation and patience. It is a privilege to serve in Farmington City. If you have any questions or concerns please contact me.

Sincerely,

Clint Thacker
Director
Davis County Animal Care & Control
1422 E 600 N
Fruit Heights, UT 84037
Office: 801-444-2204
Cell: 801-200-9325

AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF FARMINGTON FOR ANIMAL CONTROL SERVICES

This Amendment No. 2 to Interlocal Cooperation Agreement Between Davis County and the City of Farmington for Animal Control Services (this "Amendment") is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah (the "County"), and FARMINGTON CITY, a municipal corporation of the State of Utah (the "City"). The County and the City may be collectively referred to in this Amendment as the "Parties."

RECITALS

This Amendment is made and entered into by and between the Parties based, in part, upon the following recitals:

A. The Parties previously entered into an *Inter-local Cooperation Agreement Between Davis County and the City of Farmington for Animal Control Services*, dated February 19, 2013 (the "Agreement"), which is labeled Davis County Contract No. 2013-54, and by which the County agreed to provide animal services to the City;

B. The term of the Agreement is for the five-year period beginning on January 1, 2013 and continuing through December 31, 2017;

C. Paragraph 5 of the Agreement specified the amount of compensation to be paid by the City to the County and further provided that the compensation amount shall be reviewed and adjusted annually by a written amendment to the Agreement as may be agreed upon by the County and the City; and

D. The County and the City have agreed to the adjusted compensation specified in this Amendment.

Now, therefore, in consideration of the terms set forth in this Amendment, the Parties do hereby agree as follows:

1. **Compensation and Costs**

A. Paragraph 5A(1) of the Agreement is amended to read as follows:

The City shall pay the County Thirty-Five Thousand Six Hundred Two Dollars and 91/100 Cents ($35,602.91) for the animal care services that the County will provide and perform on behalf of the City during the Calendar Year 2015. This payment obligation is calculated as follows:

The Cities' Portion of Animal Care and Control's 2015 Budget	$584,133.12
2013 and 2014 Average for Davis County's Total Billable Calls	12,403
2013 and 2014 Average for the City's Billable Calls	756
The City's 2014 Usage Rate	6.095%
The City's Payment Obligation to the County for Calendar Year 2015	**$35,602.91**

For calendar years subsequent to Calendar Year 2015, the compensation paid by the City to the County shall be annually reviewed and adjusted to accurately reflect the amount that the City must pay the County for animal care services. The City shall pay its obligation to the County in eleven (11) equal monthly installments of Two Thousand Nine Hundred Sixty-Six Dollars and 90/100 Cents ($2,966.90) and one (1) final monthly installment of Two Thousand Nine Hundred Sixty-Seven Dollars and 01/100 Cents ($2,967.01). The first monthly installment payment by the City to the County is due on or before January 1, 2015. All subsequent payments by the City to the County are due on or before the 1st day of each month thereafter until paid in full (e.g. February 1, 2015, March 1, 2015, etc.).

B. Paragraphs 5A(2) and 5A(3) of the Agreement are unchanged and remain in full force and effect.

C. Paragraph 5B of the Agreement is amended to read as follows:

The City shall pay the County Five Thousand Seven Hundred Sixty-Eight Dollars and 00/100 Cents ($5,768.00) for the animal control services (specifically picking up and/or euthanizing nuisance animals under Paragraph 1C of this agreement) that the County will provide and/or perform on behalf of the City during the Calendar Year 2015.

D. Paragraphs 5B(1) through 5(B)(3) of the Agreement are unchanged and remain in full force and effect.

2. Continuing Effect of the Agreement

Except to the extent specifically modified by this Amendment, the terms and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment in duplicate, each of which shall be deemed an original.

Dated this ____ day of _____, 2015

DAVIS COUNTY

By:_____
Chairperson
Davis County Board of County Commissioners
Date: _____, 2015

ATTEST:

_____
Davis County Clerk/Auditor

Dated this ____ day of _____, 2015

CITY OF FARMINGTON

By:_____
Mayor
Date:_____, 2015

ATTEST:

_____
City Recorder

Attorney Review

The undersigned, being the authorized attorney for the City of FARMINGTON, reviewed this Amendment and found it to be in proper form and compliance with applicable law.

_____
City Attorney

Attorney Review

The undersigned, being the authorized attorney for Davis County, reviewed this Amendment and found it to be in proper form and compliance with applicable law.

_____
Davis County Attorney

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: January 23, 2015

SUBJECT: **MEADOWS AT CITY PARK - FINAL PLAT & FINAL PUD MASTER PLAN**
Applicant: **Pete Smith – Advanced Solution Group**

RECOMMENDATION

Move that the City Council approve Final Plat and approve/amend the Final PUD Master Plan for the Meadows at City Park Planned Unit Development located at 50 South 100 West with the following conditions:

1. The applicant shall comply with all requirements of the Planning Department, Engineering and all utilities regarding the Final PUD Master Plan;
2. Approval of final improvement drawings for the on-site and off-site improvements including grading and drainage plan, SWPPP, and approval by the City Engineer, Public Works, Fire Department, Planning Department, Storm Water Official, Central Davis Sewer District, and Benchland Water District;
3. The applicant must obtain and record off-site easements in a manner acceptable to the City as shown on the plans prior to or in conjunction with the recordation of the Final Plat;
4. The applicant shall not demolish the existing house on the site until such time as the proposed development begins construction;
5. The applicant must post a bond in the amount agreed upon by the City and the applicant for all off-site improvements and any on-site improvements deemed necessary by the City prior to construction.

Findings for Approval:

1. The Final PUD Master Plan does not vary substantially from the Final PUD Master Plan and development agreement that was approved in 2009 (attached).
2. The Final PUD Master Plan has met all of the requirements of the PUD chapter (Chapter 27).
3. The Final PUD Master Plan meets the objectives and purposes of the PUD chapter (Chapter 27).

4. The Final PUD Master Plan and Final Plat do not vary from the Preliminary PUD Master Plan and Preliminary Plat approved July 1, 2014.

BACKGROUND

The City Council granted Schematic Plan and Preliminary (PUD) Master Plan for the Nichols Nook Planned Unit Development (PUD) on September 13, 2007 and June 26, 2008. Later the City approved a Final (PUD) Master Plan and entered into a development agreement with Rodney Griffin, the developer for the project (see attached agreement).

The current applicant, Pete Smith of Advanced Solution Group is requesting a recommendation for approval of Final Plat and Final PUD Master Plan. The only adjustment has been the applicant's purchase of the property at 39 South 200 West (previously owned by Madge Mechum). The intention is to take the utilities through this lot in order to tie into the existing infrastructure on 200 West. Eventually, the applicant may decide to develop a PUD on this parcel similar to the current proposal before you, but for now it will be used solely for the purposes of utilities. Because the application had received both Preliminary Plat and Final PUD Master Plan approval, normally all the applicant would need is Final Plat approval. However, because the current proposal has added the additional lot on 200 West, the applicant was required to start from Preliminary Plat and Preliminary PUD Master Plan. On July 1, 2014 the City Council approved the preliminary plans for this project. The applicant has been working with UDOT and the City to address some storm-water issues, particularly as it relates to the capacity of the storm-water pipe on 200 West. At the Planning Commission meeting on 1-22-2015, there was a condition for approval that the applicant would obtain a letter of approval from UDOT; he has done this and a copy of it is attached for your review.

Supplemental Information

1. Vicinity map.
2. Final Plat and Final (PUD) Master Plan.
3. Schematic Plan and Preliminary (PUD) Master Plan approval letters by the Planning Commission, dated September 18, 2007 and July 9, 2008.
4. Existing Nichols Nook development agreement.
5. UDOT letter of approval.

Applicable Ordinances

1. Title 11, Chapter 11 - Multiple-Family Residential Zones
2. Title 11, Chapter 27 - Planned Unit Development (PUD).

Respectfully Submitted

Eric Anderson
Associate City Planner

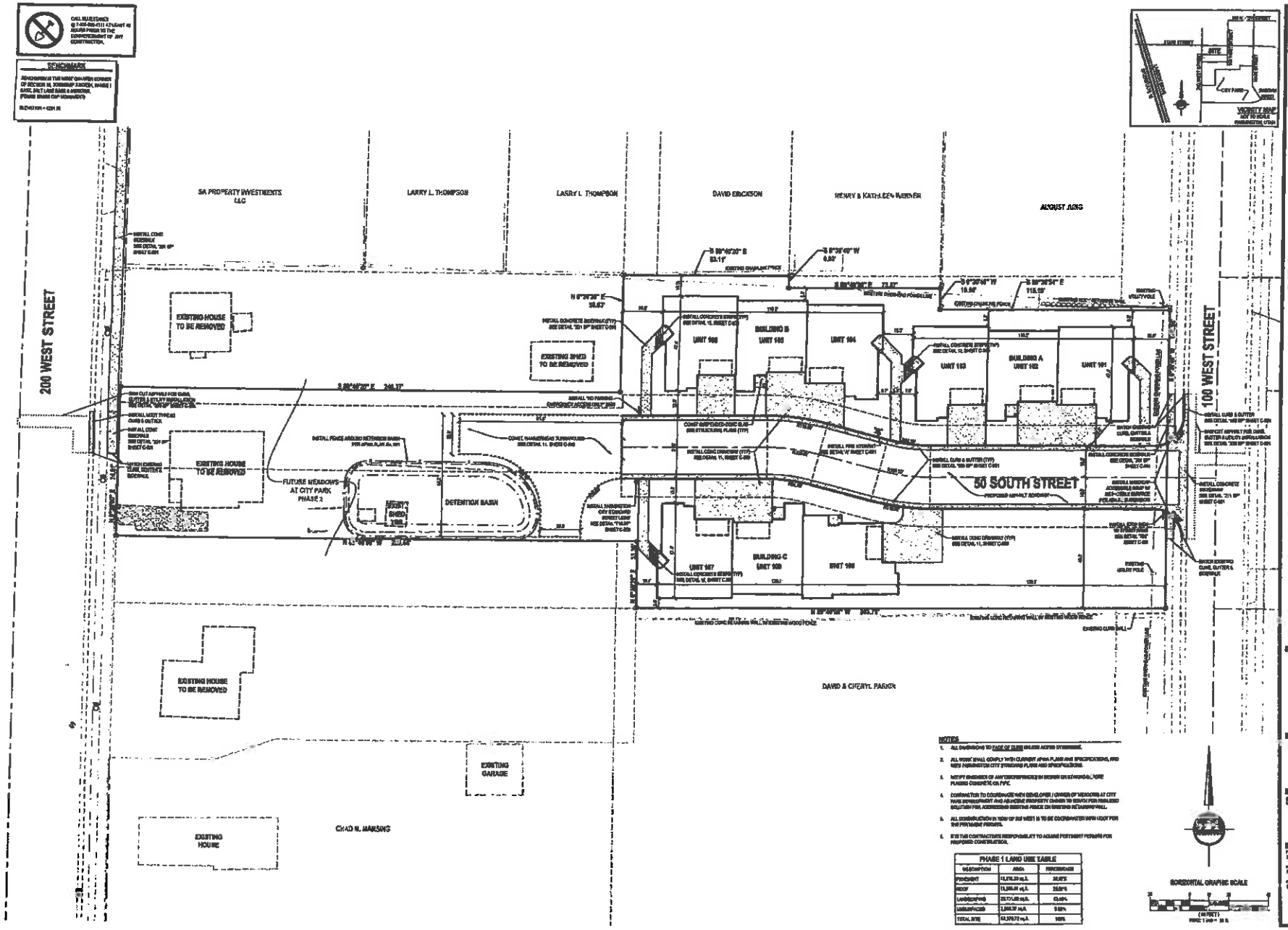
Concur

Dave Millheim
City Manager

Farmington City

Tuesday, February 24, 2009 10:44:54 AM
M:\Projects\Current\BaseMap.mxd

0 50 100 200 300 Feet


CALL BLUESTAKES @ 1-800-662-4111 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
BENCHMARK
SA PROPERTY INVESTMENTS LLC
LARRY L. THOMPSON
LARRY L. THOMPSON
DAVID ERICKSON
HENRY & KATHLEEN WERNER
AUGUST JUNG
200 WEST STREET
100 WEST STREET
50 SOUTH STREET
EXISTING HOUSE TO BE REMOVED
EXISTING SHED TO BE REMOVED
EXISTING HOUSE TO BE REMOVED
EXISTING HOUSE TO BE REMOVED
EXISTING GARAGE
EXISTING HOUSE
CHAD N. MANSING
DAVID & CHERYL PARKER
FUTURE MEADOWS AT CITY PARK PHASE 2
DETENTION BASIN
BUILDING B
UNIT 106
UNIT 105
UNIT 104
UNIT 103
BUILDING A
UNIT 102
UNIT 101
BUILDING C
UNIT 109
UNIT 108
UNIT 107
VICINITY MAP
NOT TO SCALE
NOTES
1. ALL DIMENSIONS TO FACE OF CURB UNLESS NOTED OTHERWISE.
2. ALL WORK SHALL COMPLY WITH CURRENT APWA PLANS AND SPECIFICATIONS, AND NEW FARMINGTON CITY STANDARD PLANS AND SPECIFICATIONS.
3. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STANDARDS. NOTE PLASTIC CONCRETE OR PIPE.
4. CONTRACTOR TO COORDINATE WITH DEVELOPER / OWNER OF MEADOWS AT CITY PARK DEVELOPMENT AND ADJACENT PROPERTY OWNER TO REMOVE FOR PROPOSED SOLUTION FOR ACCESSING EXISTING FENCE ON EXISTING RETAINING WALL.
5. ALL CONSTRUCTION IN 100W OF 200 WEST IS TO BE COORDINATED WITH UDOT FOR THE PEDESTRIAN PROJECT.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE PERTINENT PERMITS FOR PROPOSED CONSTRUCTION.
PHASE 1 LAND USE TABLE
DESCRIPTION | AREA | PERCENTAGE
PAVEMENT | 15,175.23 sq.ft. | 34.0%
ROOF | 11,204.44 sq.ft. | 25.0%
LANDSCAPING | 23,721.08 sq.ft. | 53.0%
UNSURFACED | 1,066.37 sq.ft. | 2.0%
TOTAL SITE | 44,376.72 sq.ft. | 100%
HORIZONTAL GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
LAYTON
1426 West Hillfield Rd.
Suite 204
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315
SALT LAKE CITY
Phone: 801.255.0529
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.680.9187
www.ensignutah.com
MEADOWS AT CITY PARK
PHASE 1
50 SOUTH 200 WEST
FARMINGTON CITY, UTAH
SITE PLAN
C-100

FARMINGTON CITY

FARMINGTON
HISTORIC BEGINNINGS · 1847

SCOTT C. HARBERTSON
MAYOR

PAULA ALDER
RICK DUTSON
DAVID S. HALE
LARRY W. HAUGEN
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

September 18, 2007

Mr. Rodney Griffin
24 North 1050 West
Kaysville, Utah 84037

Dear Mr. Griffin:

The Farmington City Planning Commission voted on September 13, 2007, to recommend to the City Council **schematic plan approval** of the Nicholl's Nook PUD Subdivision, on property located at 35 South 100 West, (properties east and west of 100 West) consisting of 13 units on 2.05 acres in the R-4 zone (S-2-07).

The motion for approval of schematic plan is subject to all applicable Farmington City development standards and the following conditions:

1. The preliminary plan must include details for the common open space planned;
2. The developer shall work with staff to provide the necessary planning for utility provision in all areas;
3. The developer shall consider adding parking to the interior of the project.
4. The developer shall prepare a draft CC&R's for the project.
5. The safety of the soil conditions must be verified.

The following findings were established by the Planning Commission;

- The development is consistent with the zoning for the area.
- Having a well done PUD will be an improvement to the neighborhood.
- The developer is willing to work with the neighbors to address their concerns.
- This development is very similar to the proposal made two years ago that the Planning Commission favored.
- This development is an in-fill situation to replace greenhouses, and would enhance the appearance of the area.

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

FILE COPY

You will be notified of the date and time your application will appear on the City Council agenda. If you should have any comments or questions, please feel free to contact our office at 451-2383.

Sincerely,

David E. Petersen

David E. Petersen, AICP
City Planner/Zoning Administrator

cc: Max Forbush, City Manager
Paul Hirst, City Engineer

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

PAULA ALDER
RICK DUTSON
DAVID S. HALE
CORY R. RITZ
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

July 9, 2008

Rodney Griffin
24 N. 1050 W.
Kaysville, Utah 84037

Dear Mr. Griffin:

The Farmington City Planning Commission voted on June 26, 2008, to approve the proposed Preliminary Plat for the Nicholl's Nook subdivision consisting of 6 units on 0.94 acres of property located at 48 South 100 West in the R-4 zone (S-2-07).

The motion for approval is subject to all applicable Farmington City development standards, ordinances, conditions of Preliminary (PUD) Master Plan approval, and schematic plan approval and the following:

1. Review and approval of final improvement drawings for the on-site and off-site improvements including grading and drainage plan, SWPPP, and review and approval by City Engineer, Public Works, Fire Department, Planning Department, Storm Water official, Central Davis Sewer District, and Benchland Water District;

2. The applicant must obtain and record off-site easements in a manner acceptable to the City as shown on the plans;

3. The applicant must enter into a development agreement for the project to be approved and recorded concurrent with the Final Plat approval;

4. The applicant must update the Preliminary Plat as directed by the City and reviewing agencies to comply with all requirements for the Preliminary Plat;

5. Subject to conditions of Preliminary PUD Master

The Planning Commission further moved to recommend that the City Council approve the Preliminary (PUD) Master Plan subject to all applicable Farmington City development standards, ordinances, conditions of Preliminary Plat approval and schematic plan approval, and the following conditions:

1. The applicant must receive a Final Master Plan and Final Plat approved by the City;

FILE COPY

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

2. The applicant shall comply with all requirements of the planning department, engineering, and utilities to conform the Preliminary PUD Master Plan requirements;

3. The applicant shall contact and get input from the Historic Preservation Commission with regard to the existing historic buildings in site and, thereafter, shall follow a course of action regarding buildings as determined by the Planning Commission;

4. Subject to conditions of Preliminary Plat approval;

The Planning Commission established the following findings for approval of Preliminary PUD Master Plan and Preliminary Plat:

a. The proposed PUD layout provides a more pleasant and attractive living environment than would otherwise be established under the applicant of conventional subdivision and underlying zoning ordinances.

b. It encourages walking and bicycling for recreation and daily errands for surrounding areas.

c. The proposed PUD will provide a more efficient use of land and a greater concentration of open space by utilizing the northeast portion of the property as aggregated common space.

d. There is no increase in density requested for the proposed PUD and the density proposed is in keeping with the permitted density of the underlying zone.

e. The proposed PUD has not created as increased hazard to the health, safety and general welfare for the residents of the proposed PUD as a result of any deviation of development standards required in the underlying zone.

You will be notified of the date and time your application will appear on the City Council agenda.

If you should have any comments or questions, please contact our office at 451-2383.

Sincerely,

Glenn Symes
Assistant City Planner

cc: Max Forbush, City Manager
Paul Hirst, City Engineer

RETURNED
FEB 0 8 2011

[illegible] P 515-539
[illegible]
DAVIS COUNTY, UTAH RECORDER
02/08/2011 01:04 PM
FEE $60.00 Pgs: 25
REP RT REC'D FOR FARMINGTON [illegible]

DEVELOPMENT AGREEMENT FOR THE NICHOLLS NOOK PLANNED UNIT DEVELOPMENT (PUD)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 6th day of July, 2010, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **RODNEY L. GRIFFIN**, hereinafter referred to as the "Developer."

RECITALS:

A. Developer owns approximately 1.00 acre of land located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"). The Property includes three parcels added thereto as a result of boundary adjustments approved by the City on October 20, 2009.

B. Developer desires to develop a project on the Property to be known as the Nicholls Nook PUD (the "Project"). Developer has submitted an application to the City seeking approval of the Project as a planned unit development in accordance with the City's Laws.

C. Developer received approval of an amendment to the Final (PUD) Master Plan (the "Final Master Plan") and Final Plat (the "Final Plat") for the Project from the Farmington City Council on July 7, 2009, which approval is subject to a number of conditions. The Final Master Plan provides for the development of nine attached single-family residential lots. The open space, or common area, set forth on the Final Master Plan comprises 0.3478 acres or 34.78 % of the total area for the Project.

D. The Property is presently zoned under the City's zoning ordinance as R-4 (PUD). The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to those contained in the City's Laws.

AGREEMENT

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Final Master Plan.** In connection with the City's review and approval of this Agreement, the City has simultaneously held all public hearings necessary for the lawful approval of the Final Master Plan. The Final Master Plan, attached hereto as **Exhibit "B,"** has been approved by the City, and by this reference shall be made a part hereof. The Property shall be developed by the Developer and/or any subsequent developers as a PUD in accordance with the approved Final Master Plan and all conditions of approval of the Final Master Plan as approved by the City Council.

3. **Development of the Project.** All portions of the Project must be developed in strict accordance with the approved Final Master Plan and Final Plat for the Project and any conditions of approval related thereto. No amendments or modifications to the approved Final Master Plan and Final Plat for any portion of the Project shall be made by the Developer or any subsequent developers without the written consent of the City. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. Compliance with City Laws and Development Standards. The Project and all portions thereof shall be developed in accordance with the City's Laws, the Final Master Plan and Final Plat, and this Agreement.

b. Streets and Related Improvements.

i. The east to west street (Elliot Lane or 50 South Street) which provides access to the Project from 100 West Street shall be a public right-of-way. Developer will construct, improve and dedicate this street to the City as shown on the Final Master Plan and Final Plat for the Project. Pursuant to Section 12-8-100 of the City's Subdivision Ordinance, the City approved a street cross section for Elliot Lane on July 9, 2009, as set forth in **Exhibit "C"**attached hereto and by this referenced made a part hereof. Construction, reconstruction, and improvement of Elliot Lane, and 100 West Street outside the boundary of the Project in conjunction with the development of the Property, shall include all curb, gutter, paving, sidewalks, park strips, and related utilities as shown on the approved improvement drawings. All construction and improvement shall be in accordance with City-approved design and construction standards and requirements.

ii. Prior to recordation of the Final Plat for the Project, Developer shall post a bond acceptable to the City in accordance with City Ordinances to fully improve the streets shown on the Final Master Plan and the Final Plat for the Project.

iii. Developer shall provide an easement for, and construct, a temporary turnaround at a location, and in a manner acceptable to the City at the west end of the Project, which turnaround will straddle the Property line with a portion of the turnaround located within the Property and the remaining portion outside the Property. The bond for the Project shall include funds to adequately construct the

turnaround as set forth in the improvement drawings approved by the City and the bond estimate prepared by the City Engineer for the Project. The easement and bond shall be recorded and posted concurrently with the recordation of the Final Plat.

iv. Decorative street lighting shall be provided by Developer for the Project and shall be subject to review and approval of the City prior to installation. All street lighting shall conform to the City's street lighting standards.

c. Open Space.

i. The Developer shall preserve perpetual open space as shown on the Final Master Plan and Final Plat as common area for the PUD. The open space shall be landscaped in accordance with the landscape plan attached hereto as **Exhibit "D"** and by this reference made a part hereof.

ii. The bond for the Project shall also include sufficient funds to ensure the installation of the landscaping improvements as set forth in **Exhibit "D"** and in an amount equal to 120% of an estimate prepared by a nursery professional and accepted by the City. The bond shall be provided to the City prior to or concurrent with the recordation of the Final Plat.

d. Building Permits. The City shall not issue any building permit on any lot or for any unit within the Project until water, fully-operational fire hydrants, sewer and any utility located under the street surface, including necessary grading, storm drains and/or subsurface drainage facilities pursuant to a subdivision grading and drainage plan required and approved by the City for the Project, are installed by the Developer and accepted by the City and/or appropriate agencies. The City shall not issue any building permits on any lot within the Project until the Developer provides "as-built" drawings acceptable to the City which have been prepared and certified by an engineer licensed by the State of Utah for all required public improvements related to the Project. Except as provided for in Section 12-2-045 of the Farmington City Code, no building permits shall be issued within the Project until the Developer provides continuous access to units or sites throughout the Project by a street or streets acceptable to the City with an all-weather asphalt or concrete surface sufficient to provide access for emergency vehicles. Developer hereby agrees to perform all work necessary to ensure that the streets will remain fully accessible at all times until accepted by the City.

e. Utilities and Infrastructure.

i. Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary and pressure irrigation water supply systems, and storm drainage facilities as required by the City for the Project up to the boundary lines of the Project and any off-site improvements required to serve the Project. Such installations shall be done according to the reasonable and customary design and construction standards of the utility providers and the City Engineer.

ii. In order to provide adequate culinary water circulation and pressure, Developer shall extend an off-site 8 inch culinary water line beginning at the west boundary of the Project and commencing westerly and connecting to an existing 8 inch culinary water line located in 200 West Street.

Certain owners of property in the general vicinity of the Project may benefit from the installation of the off-site water line. The City agrees to enter into a pioneering agreement with the Developer whereby in the event such property develops in the future the City will use its best efforts to collect funds from said owners and to partially reimburse the Developer from the funds collected from other benefited property owners for their proportionate share of the cost of the culinary line.

iii. Developer shall make arrangements with and shall comply with the requirements of the Central Davis Sewer District to provide public sanitary sewer service to the Project and all phases thereof.

iv. All off-site improvements shall be constructed and installed in a timely manner, and shall meet bonding requirements as set forth herein for on-site improvements, in order to coincide with development of the Project.

v. Developer shall make arrangements with and shall comply with all of the requirements of the Benchland Water District ("Benchland") to provide secondary water service to the Project. Developer shall obtain a full water allotment for the entire Property from Benchland and shall provide evidence thereof to the City prior to recordation of the Final Plat for the Project. Developer shall construct secondary water lines and facilities for the Project in a manner acceptable to Benchland in order to ensure delivery of secondary water to all lots located within the Project.

vi. All public improvements for the Project shall be constructed and installed at the Developer's sole expense in accordance with the City's construction standards and the City's Laws.

f. Grading and Drainage, Storm-water Run-off, and Erosion Control. Developer shall provide grading and drainage, and erosion control plans for the Project for review and approval by the City. These plans for the Project shall be prepared by a licensed engineer and landscape architect or other appropriate nursery professional mutually agreed upon by the parties. These plans shall identify the type, and show the location of, existing vegetation, the vegetation to be removed and method of disposal, or stabilization measures to be installed while new vegetation consistent with the landscaping plan for the Project set forth in **Exhibit "D"** is being established. All areas of the Project cleared of natural vegetation in the course of construction shall be replanted with vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. Developer shall prepare an erosion control plan and shall obtain a UPDES permit from the Utah DEQ (Department of Water Quality) and provide a complete Storm Water Pollution Prevention Plan (SWPPP) containing all information required by the UPDES permit. Developer shall

implement Best Management Practices (BMP's) as detailed in the SWPPP and altogether acceptable to the City designed to minimize erosion and displacement of soils from the site consistent with the City's Storm Water Management Plan. Developer shall post a bond acceptable to the City to ensure implementation of the grading and drainage, erosion control, SWPPP and revegetation plans for the Project. The warranty period for this bond shall not be less than two growing seasons from the time the planting of the landscaping plan is complete.

The Final Master Plan and Final Plat for the Project calls for a detention basin to be located on the Property. This detention basin will be constructed after the recordation of the Final Plat and will provide for the detention needs of the Project. Additionally, the basin may provide for the detention needs of property located within the interior of the block east of the Project (bounded on the east by Main Street, on the north by State Street, on the west by 100 West Street and on the South by the City's Main Park) in the event this area is also developed. Storm water runoff from the Project will be conveyed westerly from the detention basin and elsewhere on the Property via 12 inch pipe to a storm drain facility located in 200 West Street.

Owners of property, which property is located on the same block as the Project and within the block east of the Project, may benefit from the construction and installation of the detention basin and off-site 12" storm water pipe. The City agrees to enter into a pioneering agreement with the Developer whereby in the event such property develops in the future the City will use its best efforts to collect funds from said owners and to partially reimburse the Developer from the funds collected from other benefitted property owners for their proportionate share of the cost of these storm water facilities and other related appurtenances.

g. Easements. All appropriate on-site and off-site easements, including temporary construction easements, for infrastructure improvements will be granted at no cost to the City and its contractors by the Developer and its successors and assigns for the construction of any public improvements which may be required by the City. These easements shall be subject to the approval of the City Engineer and the City Attorney. Developer hereby agrees to grant and convey at no cost to the City a satisfactory easement for drainage pipes across the Property to be shown on and dedicated as part of Final Plat for the Project in locations mutually satisfactory to the City and the Developer. The City shall have the right to determine the amount of flows to be passed through the easement. The drainage easements shall provide for the flow of water and drainage through the Property at the locations specified in said easements.

h. Dedication and Donation. Prior to, or concurrent with, the recording of the final plat for the Project in the office of the Davis County Recorder, the Developer agrees to dedicate, transfer and voluntarily donate to the City all required easements for the purposes of constructing, installing, operating, maintaining, repairing and replacing public utilities and improvements located within the Project by the Developer. Developer will take such actions as are necessary to obtain release of any monetary encumbrances on any property to be dedicated to the City at the time of final plat approval for the Project and to cause the owner of the Property to dedicate and donate the same without cost to the City.

i. Required Changes. If any revisions or corrections of plats or plans already approved by the City shall be required by any other governmental entity having jurisdiction or lending institutions involved in financing, the Developer and the City shall cooperate where appropriate to obtain or develop reasonable, mutually acceptable alternative plans or plats. Developer shall have the sole duty and responsibility to obtain approval from any other governmental entities having jurisdiction with respect to the Project as needed.

j. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the development standards of the City, the City's Laws and the terms of this Agreement. All required public improvements for the Project shall be constructed in accordance with the City's construction standards and shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. Except for the City's obligations set forth in the parties' Sales Agreement, the Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

i. Security. Developer shall provide the City with security in a form satisfactory to the City to guarantee the installation and completion of all public improvements to be constructed by Developer within the Project and/or the Property or any portion thereof, as required in accordance with the City's Laws.

Security provided by the Developer shall also include funds to ensure revegetation acceptable to the City consistent with a revegetation plan prepared by Developer and approved by the City for all cuts and fills or any and all graded and disturbed areas related to the Project.

ii. Inspection by the City. The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer and its assigns or their contractors. No work involving excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved. Developer, or its assigns as the case may be, shall warrant the materials and workmanship of all public improvements installed by Developer and its contractors within the Project and to be dedicated to the City for a period of twelve (12) months from and after the date of final inspection and approval by the City of the improvements in that phase. All buildings shall be inspected in accordance with the provisions of the International Building Code.

iii. Maintenance During Construction. During construction, the Developer and its contractors shall keep the Project and all affected public streets therein, free and clear from any unreasonable accumulation of debris, waste materials, mud, and any nuisances created by their actions, and shall contain their construction debris and provide dust and mud control so as to prevent the scattering

via wind and/or water. Developer shall be responsible for sweeping streets up to 1000 feet from the construction entrance to the Project.

k. Historic Preservation. An historic dwelling exists in the northeastern area of the Property. Developer shall cooperate with the City's Historic Preservation Commission and allow for the necessary photographs and documentation of this structure in conjunction with obtaining the necessary permits for its demolition in preparation for the construction of the Project.

l. Conditions, Covenants and Restrictions. Prior to the recording of the Final Plat for the Project, the Developer shall prepare and submit to the City for review and approval covenants, conditions and restrictions (the "CC&R's") to provide for the following:

i. Architectural Review Committee. The CC&R's shall establish an architectural review committee for the purpose of preserving the quality of all development and maintenance of private and common properties in the Project. The CC&R's shall establish the structure, procedures, authorities and remedies of the architectural review committee. No home or unit will be constructed without the approval of design themes, plans, elevations and materials by the architectural review committee.

ii. Miscellaneous Items. The CC&R's will address, as a minimum, open space maintenance not covered by the City.

iii. Architectural Design Guidelines, Development Guidelines and Approval. The CC&R's shall establish architectural design guidelines, development guidelines and procedures to be administered by the architectural review committee. The aforesaid guidelines shall pertain to architecture, elements of site planning, transportation and access, building design, subsurface water drain systems, storm water management, service, trash, storage, screening, lighting, signs, construction activities and maintenance for common areas and open space within the Project. The CC&R's shall comply with the requirements of the City's Laws pertaining thereto.

iv. The City shall not enforce the provisions of the CC&R's and enforcement of the same shall be the sole responsibility of the Developer or its assigns, including a homeowners' association formed for the purpose.

4. **Payment of Fees.** The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements adopted by City either formally or through established practice.

5. **City Obligations.** Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to

the City following satisfactory completion thereof and acceptance of the same by the City and to provide standard municipal services to the Project including, but not limited to, water service, police and fire protection, subject to the payment of all fees and charges charged or levied therefore by the City.

6. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars ($1,000,000) and naming the City as an additional insured.

7. **Right of Access.** Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

8. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

9. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer:	Rodney L. Griffin 24 North 1050 West Kaysville, UT 84037
To the City:	Farmington City Attn: City Manager 130 North Main Street Farmington, Utah 84025-0160

10. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.

b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

c. The right to draw upon any security posted or provided in connection with the Project.

d. The right to terminate this Agreement.

e. The rights and remedies set forth herein shall be cumulative.

11. **Attorneys' Fees.** In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

12. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

13. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

14. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

15. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

16. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

17. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

18. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

19. **Termination**. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project is not completed within five (5) years from the date of this Agreement or in the event the Developer does not comply with the City's Laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and/or to not approve any additional phases for the Project. Such termination may be effected by the City by giving written notice of intent to terminate to the Developer set forth herein. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

20. **Severability**. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

21. **Amendment**. This Agreement may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

"CITY"

FARMINGTON CITY

ATTEST:

Holly Gadd
City Recorder

By: _____
Scott C. Harbertson
Mayor

FARMINGTON CITY SEAL
INCORPORATED
NOV. 21.
DAVIS COUNTY, UTAH

"DEVELOPER"

RODNEY L. GRIFFIN

By: _____

Its: self

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the 4 day of February, 2011, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.

Holly Gadd
Notary Public

My Commission Expires:

12/5/2011

HOLLY GADD
NOTARY PUBLIC • STATE of UTAH
130 NORTH MAIN
FARMINGTON, UT 84025
COMM. EXP. 12/05/2011

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this 4 day of February, 2011, personally appeared before me, **RODNEY L. GRIFFIN**, who being by me duly sworn, did say that he is the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Holly Gadd
Notary Public

My Commission Expires:

12/5/2011

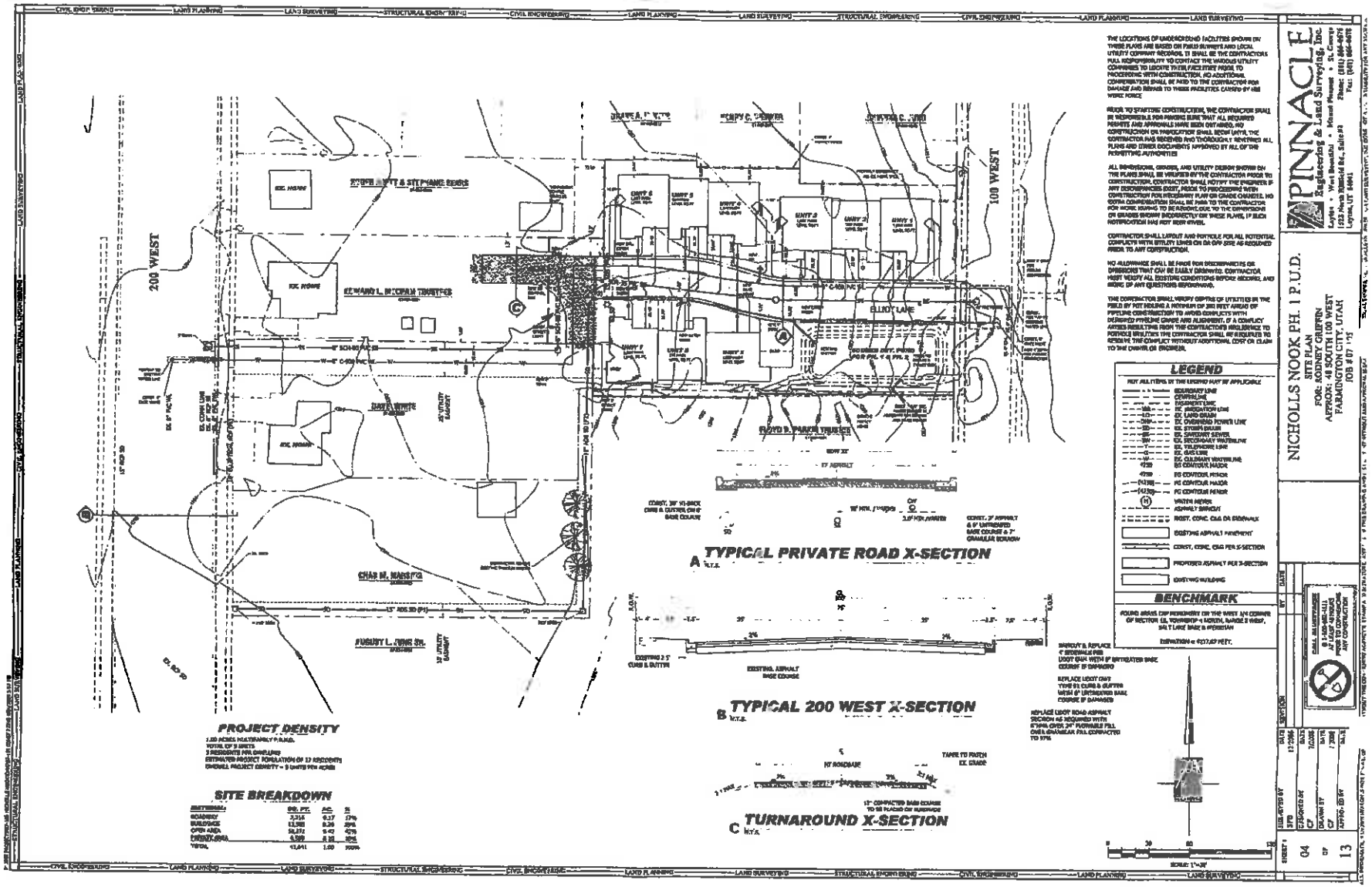
HOLLY GADD
NOTARY PUBLIC • STATE of UTAH
130 NORTH MAIN
FARMINGTON, UT 84025
COMM. EXP. 12/05/2011

EXHIBIT "A"

070280072 BEG AT A PT 5 RODS N FR THE SE COR OF LOT 6, BLK 4, PLAT A, FARMINGTON TS SURVEY & RUN TH W 14 RODS; TH N 5 RODS; TH E 4 RODS; TH S 6.0 FT; TH E 75.0 FT; TH S 10.5 FT; TH E 114.5 FT M/L TO THE W LINE OF 100 WEST STR; TH S ALG SD W LINE 4 RODS; TH W 24.5 FT TO THE POB. CONT. 0.43 ACRES.

070280049 BEG AT SE COR OF LOT 6, BLK 4, PLAT A FARMINGTON TS SUR; TH W 231 FT; TH N 5 RODS; TH E 255.5 FT; TH S 5 RODS; TH W 24.5 FT TO BEG. CONT. 0.484 ACRES.

070280084 A PARCEL 6 ½ FT WIDE BY 33 FT LONG LOC IN THE SW 1/4 OF SEC 19-T3N-R1E, SLB&M; SD PARCEL ALSO BEING PART OF LOT 6, BLK 4, FARMINGTON TS SURVEY, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT WH IS LOC S OO^07'50" E ALG THE W LINE OF SD 1/4 SEC 263.35 FT & E 363.31 FT FR THE W 1/4 COR OF SD SEC 19; SD PT ALSO BEING LOC S 89^46'37" E ALG THE S LINE OF SD LOT 6, 16.5 FT FR THE SW COR OF SD LOT 6; & RUN TH N 89^46'37" W ALG SD S LINE 6.50 FT; TH N 00^29'55" E 33.00 FT; TH S 89^46'37" E 6.50 FT; TH S 00^29'55" W 33.00 FT TO THE POB. CONT. 0.005 ACRES.



200 WEST
100 WEST
ELLIOT LANE
A TYPICAL PRIVATE ROAD X-SECTION
B TYPICAL 200 WEST X-SECTION
C TURNAROUND X-SECTION
PROJECT DENSITY
SITE BREAKDOWN
LEGEND
BENCHMARK
PINNACLE
NICHOLLS NOOK PH. 1 P.U.D.
SITE PLAN
FOR: RODNEY GRIFFIN
APPROX: 48 SOUTH 100 WEST
FARMINGTON CITY, UTAH
JOB # 07 115

EXHIBIT B

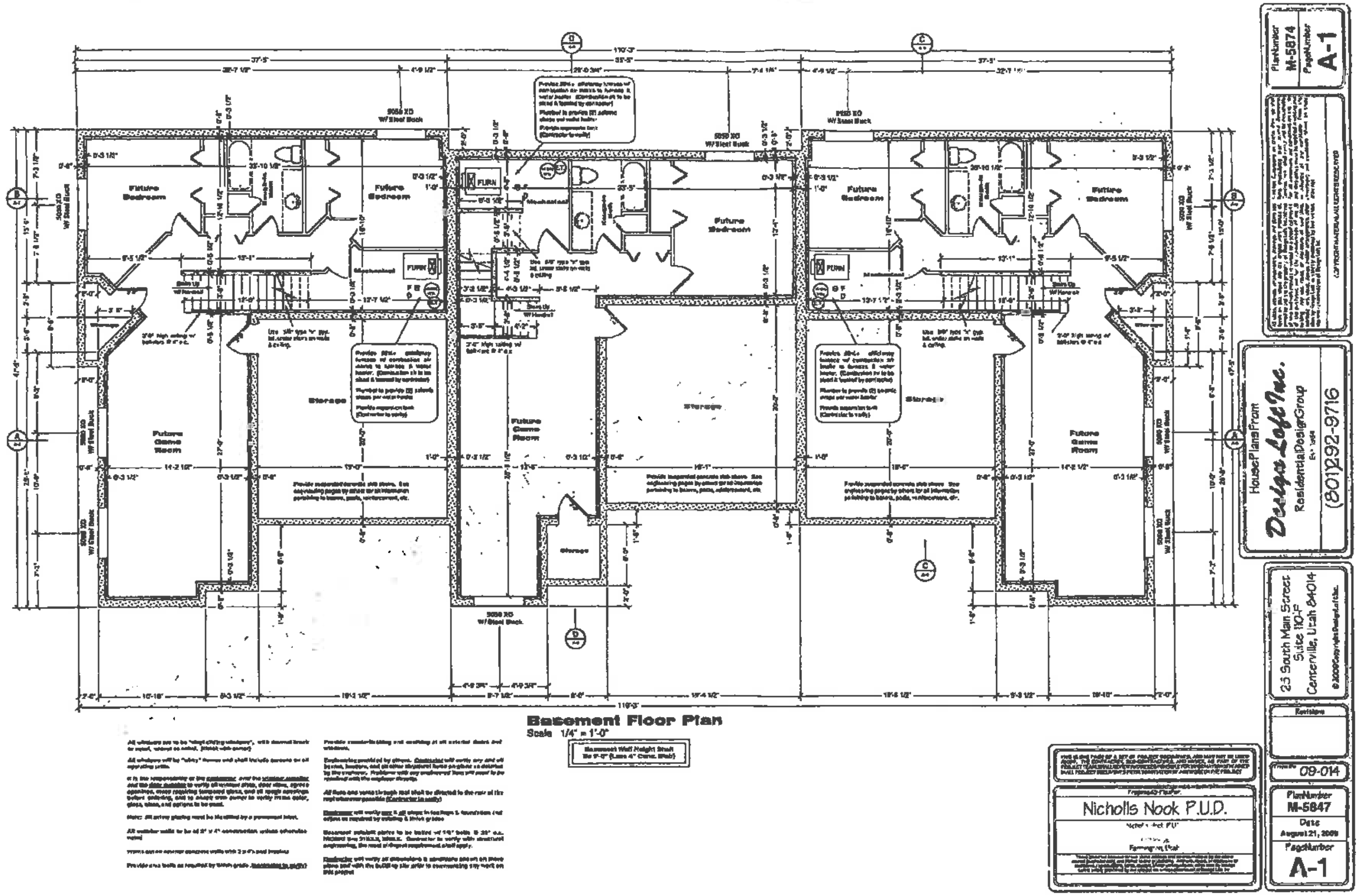
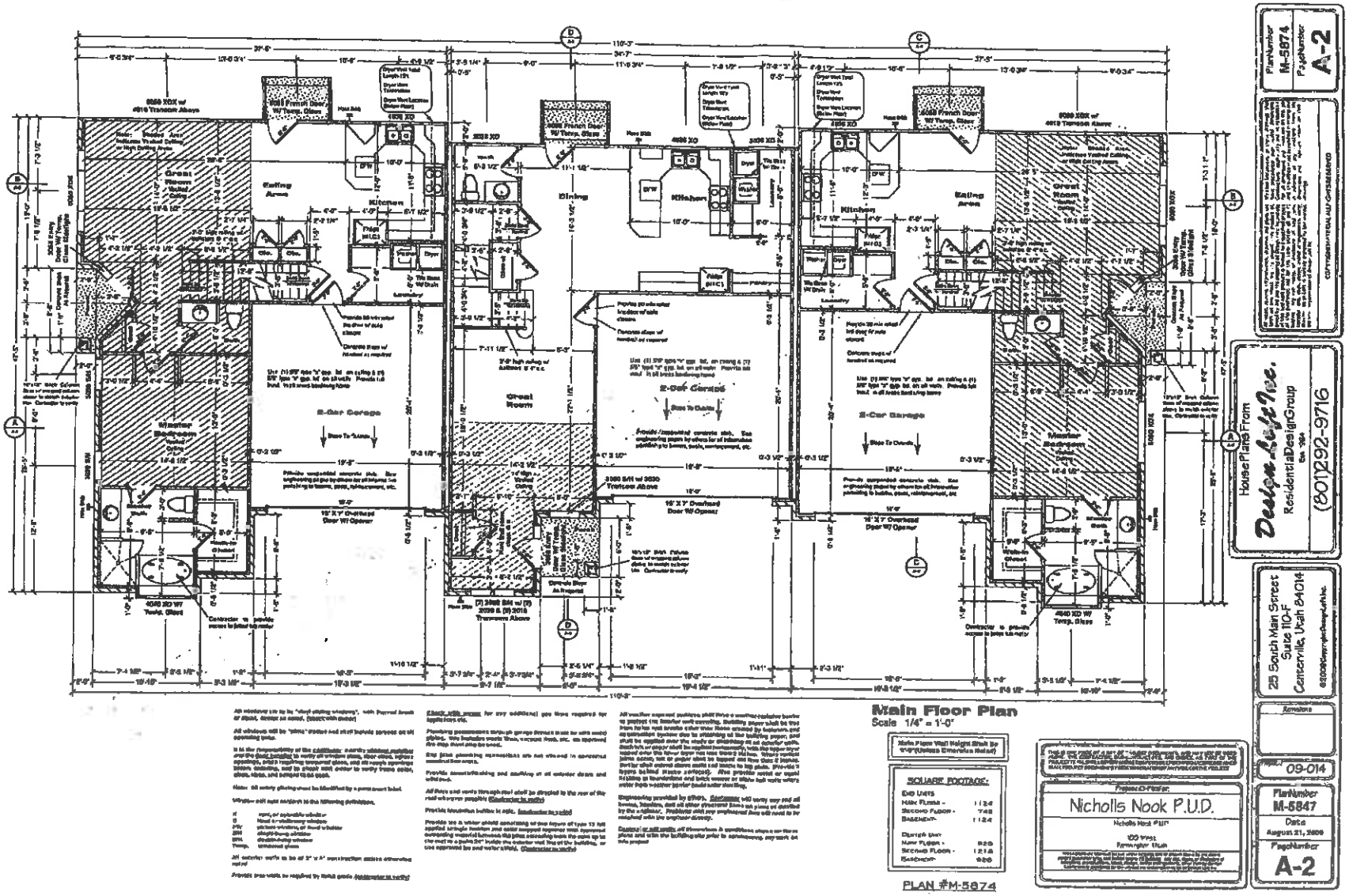

Future Bedroom
Future Game Room
Storage
Mechanical
FURN
Basement Floor Plan
Scale 1/4" = 1'-0"
HousePlansFrom
Design Loft Inc.
ResidentialDesignGroup
(801)292-9716
23 South Main Street
Suite 110-F
Centerville, Utah 84014
Nicholls Nook P.U.D.
09-014
PlanNumber
M-5847
Date
August 21, 2009
PageNumber
A-1
PlanNumber
M-5874
PageNumber
A-1

EXHIBIT B


Main Floor Plan
Scale 1/4" = 1'-0"
SQUARE FOOTAGE:
PLAN #M-5874
Nicholls Nook P.U.D.
Plan Number
M-5874
Page Number
A-2
House Plans From
Design Left Inc.
Residential Design Group
(801)292-9716
25 South Main Street
Suite 110-F
Centerville, Utah 84014
09-014
Plan Number
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Date
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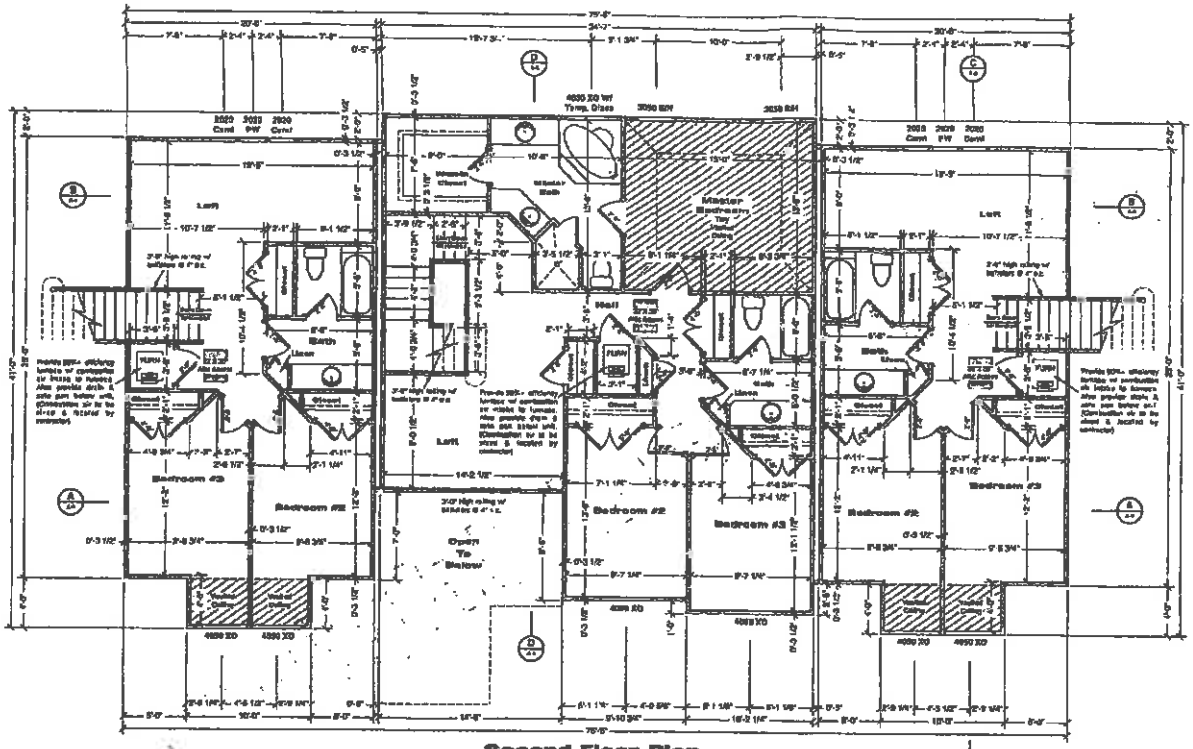
EXHIBIT B



Second Floor Plan
Scale 1/4" = 1'-0"

Second Floor Wall Height Shall be 8'-0" Unless Otherwise Noted

All windows to be "vinyl sliding windows", with Normal pane or equal, except as noted. [Construction general]

All window sill be "white" frame and shall include window in all operating units.

It is the responsibility of the contractor and the window supplier and the door supplier to verify all window, door sizes, rough openings, where requiring temporary glass, and all rough openings before ordering, and by signed sills owner to verify every order, glass, sizes, sill so forth to be used.

Note: All safety glazing must be identified by a permanent label.

Window sill sizes conform to the following definitions.

X	vent, or operable window
O	fixed or stationary window
PW	picture window, or fixed window
SH	single-hung window
DH	double-hung window
Temp.	tempered glass

All exterior walls to be of 2" x 4" construction unless otherwise noted

Provide stud walls as required by finish grade. [Contractor to verify]

Check with owner for any additional gas lines required for appliances etc.

Plumbing penetrations through garage through walls to be with steel pipes. Use flexible vent lines, exterior lines, etc. an approved fire stop must also be used.

Zero joint plumbing connections are not allowed in concreted construction joints.

Provide weatherstripping and caulking at all exterior doors and windows.

All lines and vents through roof shall be directed to the rear of the roof whenever possible. [Contractor to verify]

Provide insulated attic hatch. [Contractor to verify]

Provide for a water stand remaining of the layers of type 15 felt applied straight fashion and solid mopped together with approved bituminous material between the plies commencing from the eave up to the ridge to a point 24" inside the exterior wall line of the building, or as approved by the over sheet. [Contractor to verify]

All weather exposed surfaces shall have a weather-resistive barrier to protect the inner wall covering. Building paper shall be free from holes and tears other than those created by fasteners and construction joints due to stacking of the building paper, and shall be applied over the studs or sheathing of all exterior walls. Such felt or paper shall be applied horizontally, with the upper layer lapped over the lower layer not less than 2 inches. Where vertical joints occur, felt or paper shall be lapped not less than 6 inches. Corner joints, around openings and details to be made. Provide 2 layers behind stucco surfaces. Also provide detail or more backing of foundations and brick veneer or stone half walls where water from weather barrier would enter dwelling.

Engineering provided by others. Contractor will verify any and all beams, header, and all other structural items as shown as detailed by the engineer. Problems with any engineered item will need to be resolved with the engineer/architect.

Contractor will verify all dimensions & conditions shown on these plans and with the building site prior to commencing any work on this project.

HousePlansFrom
Design Lofts Inc.
ResidentialDesignGroup
(801)292-9716
23 South Main Street
Suite 110-F
Centerville, Utah 84014
©2008Copyright-DesignLofts Inc.

Kathleen

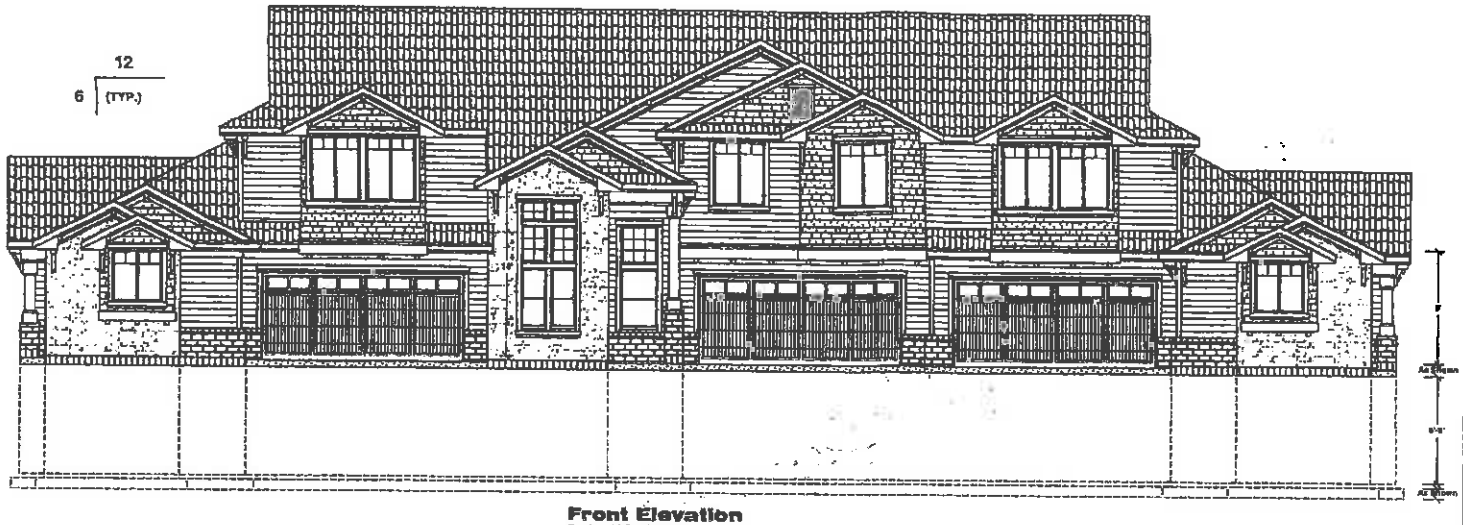
09-014

Prepared For:
Nicholls Nook P.U.D.
Farmington, Utah

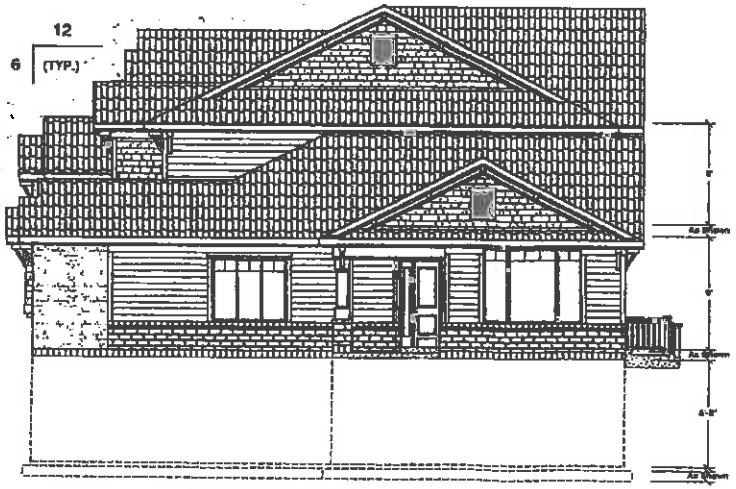
PlanNumber
M-5847
Date
August 21, 2009
PageNumber
A-3

PlanNumber
M-5874
PageNumber
A-3

EXHIBIT B



Front Elevation
Scale 1/4" = 1'-0"



Right Elevation
Scale 1/4" = 1'-0"

House Plans From
Design Loft Inc.
Residential Design Group
(801)292-9716

25 South Main Street
Suite 110-F
Centerville, Utah 84014

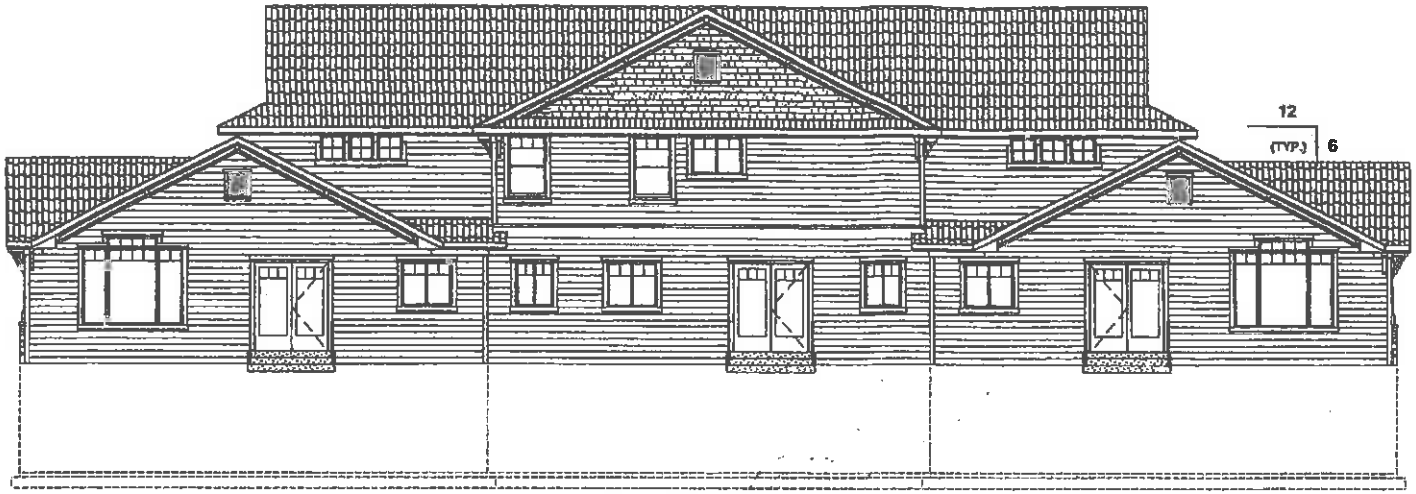
Nicholls Nook P.U.D.

09-014

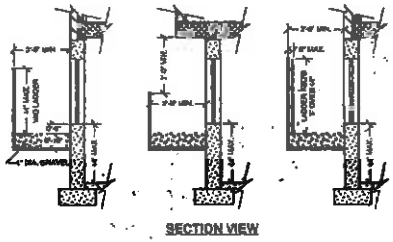
Plan Number
M-5847
Date
August 31, 2009
Page Number
A-4

Plan Number
M-5874
Page Number
A-4

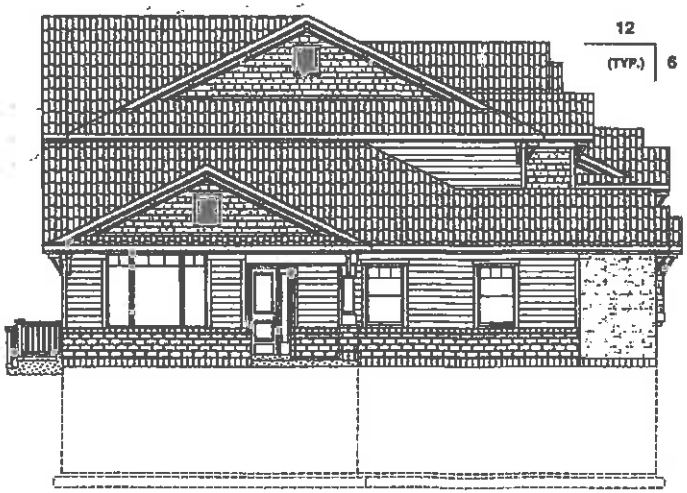
EXHIBIT B



Rear Elevation
Scale 1/4" = 1'-0"



Typical Window Well Details
Scale 3/8" = 1'-0"



Left Elevation
Scale 1/4" = 1'-0"

Contractor will verify age & all steps in footings & foundation and adjust as required by existing & finish grades.

Final roof overhang dimensions to be determined by planned roof trusses & fascias, and field measurements prior to installation of roof trusses and roof framing members.

General contractor to GRADE PLAN with adjoining conditions and levels to structural engineer for complete review prior to ordering and installation of any load or load planes.

All steps and open through and shall be directed to the rear of the roof wherever possible (Contractor to verify)

Provide foundation drains to code. (Contractor to verify)

Provide low & water shield consisting of low slope or type 15 fm applied strength layers and solid mopped together with approved detailing in shingle between the point commencing from the eave up to the roof to a point 24" inside the exterior wall line of the building, or use ice water fm and cover sheet. (Contractor to verify)

All vertical exposed surfaces shall have a weatherproofing barrier to protect the interior wall sheeting. Building paper must be one mass layer and breathe other than those created by fasteners and construction system due to attaching of the building paper, and shall be applied over the sheeting or sheathing of all exterior walls. Each lab or paper shall be applied horizontally, with the upper layer lapped over the lower layer not less than 2 inches. Where vertical joints occur, lab or paper shall be lapped not less than 6 inches. Exterior area overall where outlet and inlets to top plate. Provide 3 layers behind in area outlining. Also provide metal or wood flashing at foundation and brick veneer or base half with where water from weather barrier could enter dwelling.

Provide weatherstripping and caulking of all exterior doors and windows.

Engineering provided by others. Contractor will verify size and dimensions, location, and all other structural items as given as detailed by the engineer. Problems with any engineered item will need to be resolved with the engineer directly.

Contractor will verify all dimensions & conditions shown on these plans and with the building site prior to commencing any work on this project

Proposed Project:
Nicholls Nook P.U.D.
NICHOLLS PU
Farmington, UT

House Plans From
Design Loft Inc.
Residential Design Group
Est. 1981
(801)292-9716

25 South Main Street
Suite 110-F
Centerville, Utah 84014
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Revisions

09-014

PlanNumber
M-5847
Date
August 11, 2009
PageNumber
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M-5874
PageNumber
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EXHIBIT B

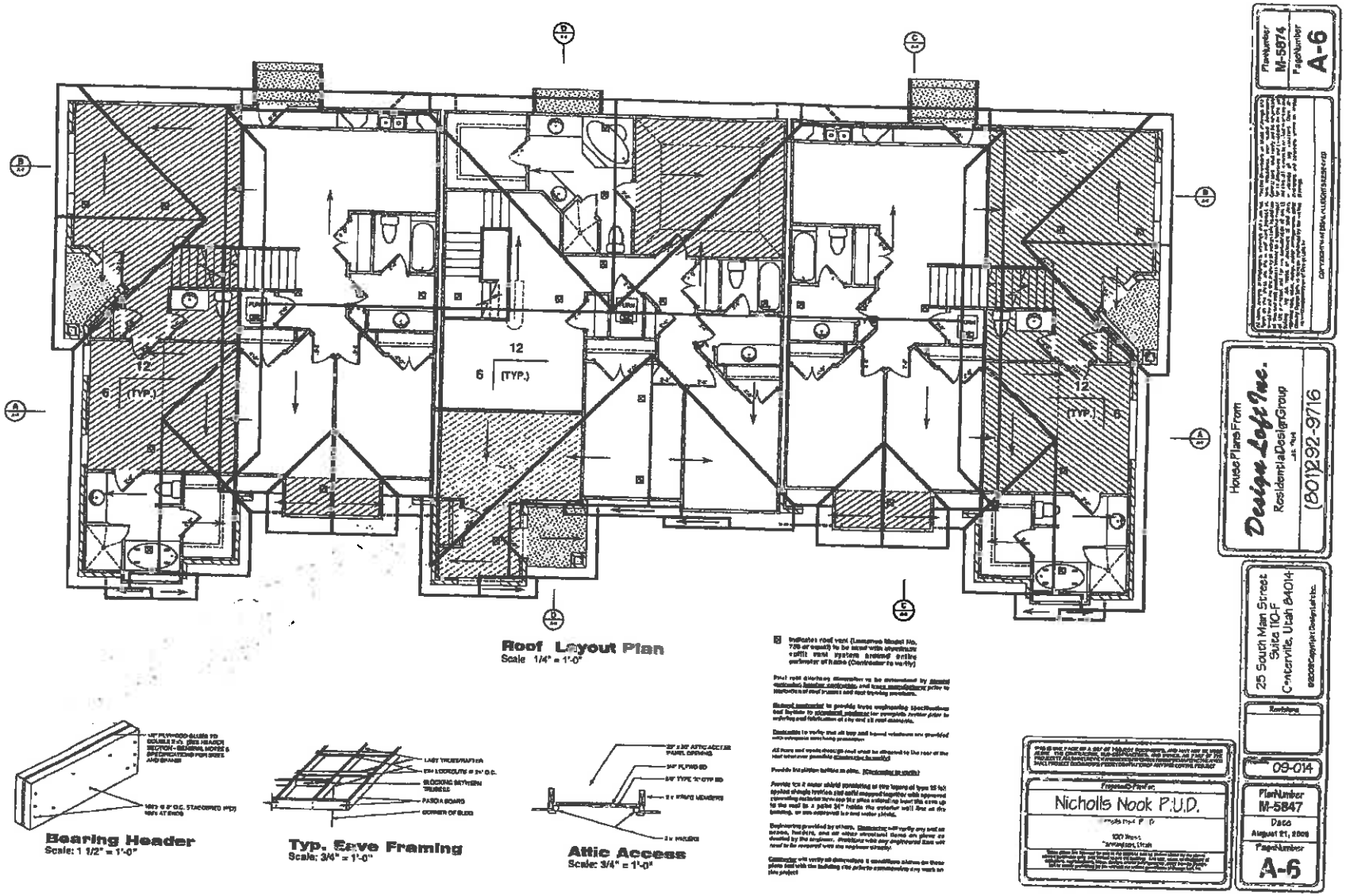
Roof Layout Plan
Scale 1/4" = 1'-0"
Bearing Header
Scale: 1 1/2" = 1'-0"
Typ. Eave Framing
Scale: 3/4" = 1'-0"
Attic Access
Scale: 3/4" = 1'-0"
Nicholls Nook P.U.D.
House Plans From
Design Loft Inc.
Residential Design Group
(801)292-9716
25 South Main Street
Suite 110-F
Centerville, Utah 84014
09-014
Plan Number
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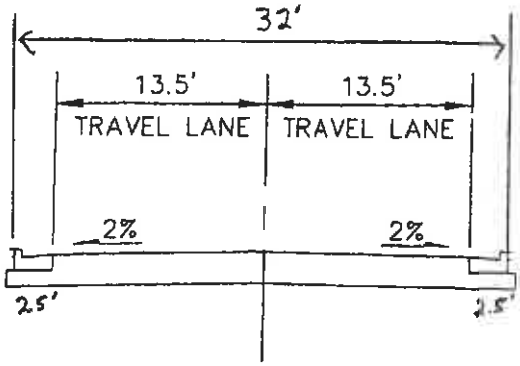
EXHIBIT B

EXHIBIT B

EXHIBIT C

LOCAL



32 -FOOT RIGHT-OF-WAY

2 LANES

ROAD SECTION

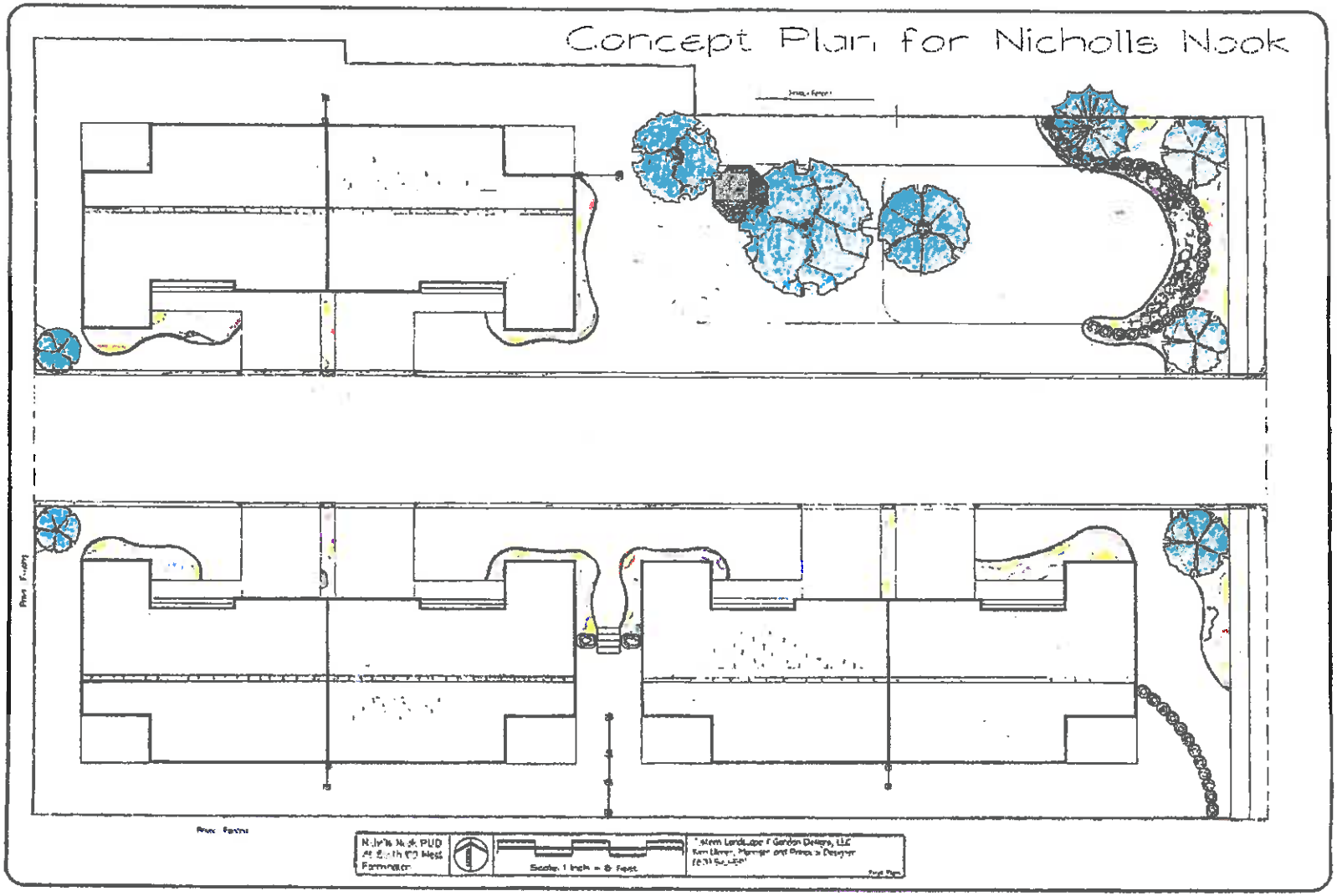


EXHIBIT D

EXHIBIT D

VIEW A

VIEW B

A Winning Combination of Watering Efficiency and Visual Appeal

Specifications

Model	Description
• 300-00-00	Lawn Pop-up w/o Nozzle
• 300-10-00	Shrub w/o Nozzle
• 300-10-00-COM	Shrub with Check Valve w/o Nozzle
• 300-12-00	12" Pop-up w/o Nozzle and Arc Disc

Dimensions

- Body Diameter: 2 3/8"
- Cap Diameter: 3"
- Height:
  - Lawn Pop-up: 6 1/8"
  - High-Pop: 16"
- Shrub Base Diameter: 1 ¾"

Operating Specifications

- Radius: 15' – 30'
- Flow Rate:
  - Lawn Pop-up and High-pop: 0.57 – 7.51 GPM
  - Shrub (COM): 2.07 – 6.36 GPM
- Recommended Operating Pressure Range: 35-50 psi (maximum-75 psi)
- Trajectory: 3 angles to cover short, medium & large radius
- Pop-up to nozzle:
  - Lawn Pop-up: 2 ¾"
  - High-Pop: 11 ¾"
- Inlet (Female-threaded):
  - Lawn Pop-up and High-pop: ¾"
  - Shrub: ½" to ¾"
- Large basket filter screen

Options Available

- Recycled Water Indicators:
  - 89-7853 — Omni Nozzle Cover (Use with Part No. 300-15)
  - 89-7854 — High-pop Omni Nozzle Cover (Use w/Part No. 300-25)
  - 89-7889 — Rotor Plug
- Check Valve - maintains up to 8' elevation change (shrub com only)
- 35-1344 — Locking cap for Lawn Pop-up models (standard on high-pop models)

Warranty

- Two years

300 Series arc discs come in 9 different selections

300 Series:

Nozzle	27° Max. Ht. of Spray
01	4' 10"
02	5' 1"
03	5' 11"
63	7' 0"
93	6' 3"

Rotors

Nozzle	psi	300 Series GPM	Radius
01	50	2.07	14
01	75	2.95	16
02	50	2.48	23
02	75	3.69	25
03	50	4.55	27
03	75	6.24	29
63	50	2.66	28
63	75	3.87	30
93	50	3.64	29
93	75	5.29	31
Omni (Min)	50	2.67	16
Omni (Min)	75	3.95	18
Omni (Max)	50	5.08	30
Omni (Max)	75	6.36	33

300 Series:

psi	Radius	Precipitation Rate* △	Precipitation Rate* □	90°	112°	135°	157.7°	180°	202.5°	225°	270°	360°
				GPM								
35	15	1.69	1.46	0.85	1.06	1.28	1.49	1.70	1.91	2.13	2.55	3.41
35	18	1.37	1.19	1.00	1.24	1.50	1.75	2.00	2.25	2.50	3.00	4.00
35	21	1.15	1.00	1.15	1.42	1.72	2.01	2.29	2.58	2.86	3.44	4.58
35	24	0.99	0.86	1.29	1.60	1.94	2.26	2.58	2.91	3.23	3.88	5.17
35	26	0.95	0.82	1.44	1.79	2.16	2.52	2.88	3.24	3.60	4.32	5.76
50	18	1.60	1.38	1.16	1.44	1.74	2.04	2.33	2.62	2.91	3.49	4.65
50	21	1.35	1.17	1.34	1.66	2.01	2.35	2.68	3.02	3.35	4.02	5.36
50	24	1.17	1.02	1.52	1.88	2.29	2.66	3.04	3.42	3.80	4.56	6.08
50	27	1.04	0.90	1.70	2.10	2.55	2.97	3.40	3.82	4.24	5.09	6.79
50	30	0.93	0.80	1.88	2.33	2.82	3.29	3.75	4.23	4.69	5.63	7.51

300 Series:

Nozzle	psi	Radius	Precip Rate* △	Precip Rate* □	90°	112°	135°	157.7°	180°	202.5°	225°	270°	360°
					GPM								
01	35	16	0.99	0.86	0.57	0.71	0.86	1.00	1.14	1.28	1.43	1.71	2.28
	50	18	0.99	0.86	0.72	0.90	1.08	1.26	1.44	1.62	1.80	2.16	2.88
02	35	21	0.73	0.63	0.72	0.90	1.08	1.26	1.44	1.62	1.80	2.16	2.88
	50	24	0.66	0.57	0.85	1.06	1.28	1.49	1.71	1.92	2.13	2.56	3.41
03	35	28	0.77	0.67	1.36	1.69	2.04	2.38	2.72	3.05	3.39	4.07	5.43
	50	30	0.80	0.69	1.61	2.01	2.42	2.82	3.23	3.63	4.03	4.84	6.45
63§	35	28	0.39	0.33	0.68	0.85	1.02	1.19	1.36	1.53	1.70	2.04	2.72
	50	30	0.40	0.35	0.81	1.00	1.21	1.41	1.62	1.82	2.02	2.42	3.23
93§	35	28	0.58	0.50	1.02	1.27	1.53	1.78	2.04	2.29	2.54	3.05	4.07
	50	30	0.60	0.52	1.21	1.51	1.82	2.12	2.42	2.72	3.03	3.63	4.84

*△ Precipitation rates are for triangular spacing, shown in inches per hour, calculated at 50% of diameter
□ Precipitation rates are for square spacing, shown in inches per hour, calculated at 50% of diameter
All performance specifications are based on the stated working pressure available at the base of the sprinkler. Radius shown in feet. Data based on 360°.
§ Low gallonage

3 - - - -				
				Optional
3				
04—90° 05—112° 06—135° 07—157.5° 08—180° 09—202.5° 10—225° 12—270° 15—360°	00—Lawn Pop-up 10—Shrub 12—High-pop	01—Small Radius, 12 Ports 02—Medium Radius, 12 Ports 03—Large Radius, 12 Ports 15—Adjustable Shrub & Lawn Pop-up 21—Small Radius, 12 Ports, High-pop 22—Medium Radius, 12 Ports, High-pop 23—Large Radius, 12 Ports, High-pop 25—Adjustable High-pop 63—Large Radius, 6 Ports, Low GPM* 93—Large Radius, 9 Ports, Low GPM*	COM—Check-O-Matic (COM available on shrub models only)	E—Effluent
Example: A 300 Series Shrub Sprinkler with a 90° arc and an adjustable nozzle, would be specified as: 304-10-15				

* Available on Lawn Pop-up and Shrub only

Nicholls Nook Sprinkler Calculations														
	15' Head type & degrees	End	Side	Rotor	90	112	135	158	180	202	225	270	360	All types
	Flowrate at 35 psi	0.45	0.9	1.6	0.85	1.06	1.28	1.49	1.7	1.91	2.13	2.55	3.41	
All Zones	Qty	14	11	10	43				66			15		
	GPM	6.3	9.9	16	36.55	0	0	0	112.2	0	0	38.25	0	219.2
Zone #	Total	14	11	10	43	0	0	0	66	0	0	15	0	219.2
1	Qty	4	2		2				2					
	GPM	1.8	1.8	0	1.7	0	0	0	3.4	0	0	0	0	8.7
2	Qty			5										
	GPM	0	0	8	0	0	0	0	0	0	0	0	0	8
3	Qty			5										
	GPM	0	0	8	0	0	0	0	0	0	0	0	0	8
4	Qty				4				4			3		
	GPM	0	0	0	3.4	0	0	0	6.8	0	0	7.65	0	17.85
5	Qty				4				6			2		
	GPM	0	0	0	3.4	0	0	0	10.2	0	0	5.1	0	18.7
6	Qty				3				7			1		
	GPM	0	0	0	2.55	0	0	0	11.9	0	0	2.55	0	17
7	Qty	2	2		4				5			1		
	GPM	0.9	1.8	0	3.4	0	0	0	8.5	0	0	2.55	0	17.15
8	Qty				4				5			1		
	GPM	0	0	0	3.4	0	0	0	8.5	0	0	2.55	0	14.45
9	Qty				3				7			1		
	GPM	0	0	0	2.55	0	0	0	11.9	0	0	2.55	0	17
10	Qty				3				6			1		
	GPM	0	0	0	2.55	0	0	0	10.2	0	0	2.55	0	15.3
11	Qty	2	2		3				3			1		
	GPM	0.9	1.8	0	2.55	0	0	0	5.1	0	0	2.55	0	12.9
12	Qty	2	2		3				3			1		
	GPM	0.9	1.8	0	2.55	0	0	0	5.1	0	0	2.55	0	12.9
13	Qty				3				6			1		
	GPM	0	0	0	2.55	0	0	0	10.2	0	0	2.55	0	15.3
14	Qty				2				6			1		
	GPM	0	0	0	1.7	0	0	0	10.2	0	0	2.55	0	14.45
15	Qty				3				4			1		
	GPM	0	0	0	2.55	0	0	0	6.8	0	0	2.55	0	11.9
16	Qty	4	3		2				2			0		
	GPM	1.8	2.7	0	1.7	0	0	0	3.4	0	0	0	0	9.6

EXHIBIT D

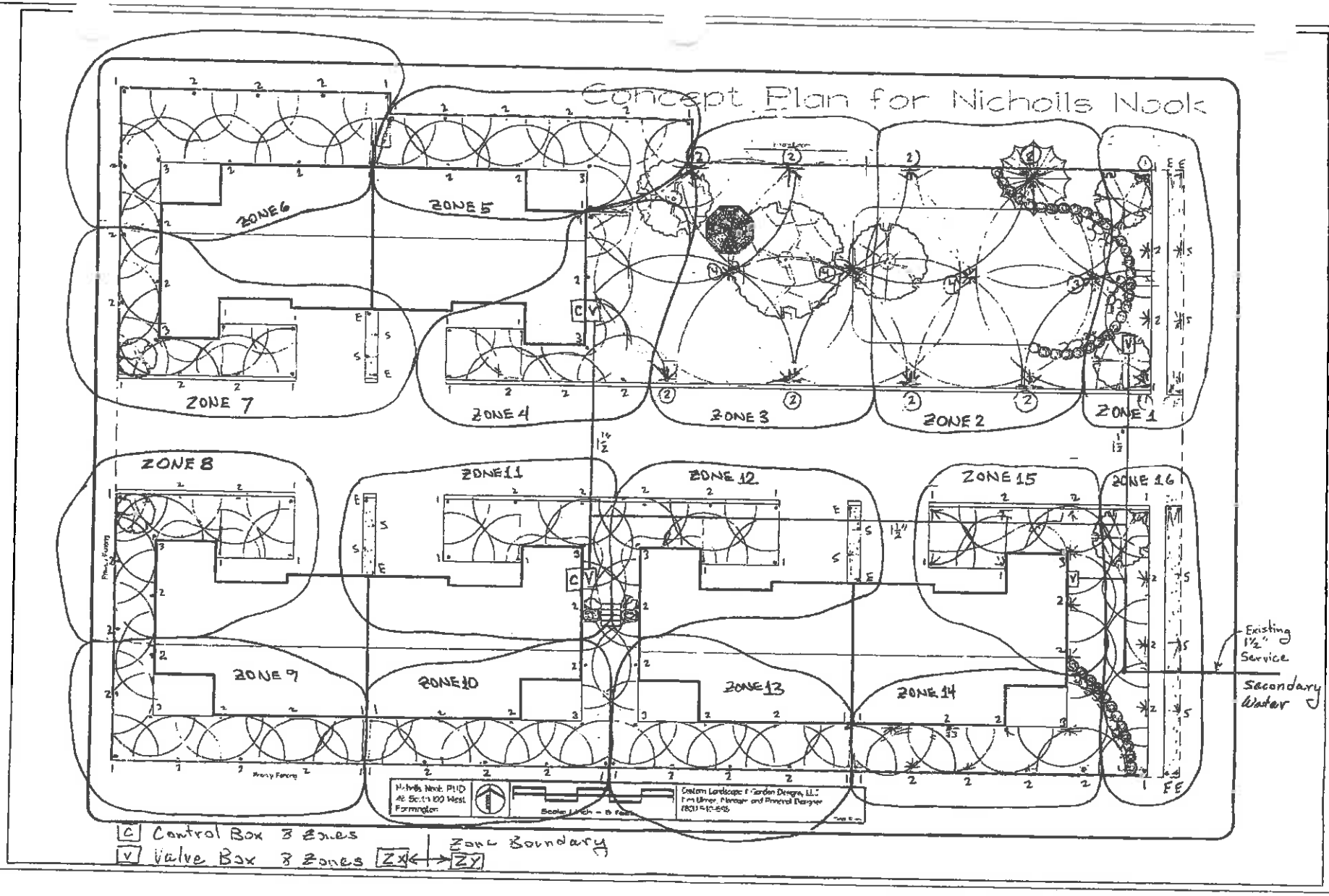

Concept Plan for Nicholls Nook
ZONE 6
ZONE 5
ZONE 7
ZONE 4
ZONE 3
ZONE 2
ZONE 1
ZONE 8
ZONE 11
ZONE 12
ZONE 15
ZONE 16
ZONE 9
ZONE 10
ZONE 13
ZONE 14
Existing 1½" Service
Secondary Water
C Control Box 3 Zones
V Valve Box 3 Zones
Zone Boundary

EXHIBIT D

State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

SHANE M. MARSHALL, P.E.
Deputy Director

January 14, 2015

Pete Smith
47 East Crestwood Road, Suite 1
Kaysville, UT 84037

Dear Mr. Smith:

SUBJECT: **SR-227, Meadows at City Park in Kaysville**
Online Permit # 14-066

The request for an access at **SR-227, Meadows at City Park in Kaysville** is currently under review. However, additional information is needed to continue the evaluation of the access. Please address the following items in writing and submit to the Region One Permits office for further review:

Variance Approved for street access. Show removal of existing driveways, stop bars, stop signs, utility trenches, and pavement patches in site plan.

1. Add the following note to General Project Notes: All construction within the UDOT Right-of-Way shall conform to the most current UDOT standard (including supplemental) drawings and specifications, found at udot.utah.gov/go/2012standards.
2. All sawcut lines must be located either at designed lane lines or designed center of lane. Sawcuts must be cleaned and a tack-coat applied before asphalt placement.
3. Submit a pavement design for replacement of utility tie in locations within the UDOT ROW, call out the inches of UDOT- approved hot mix asphalt (HMA), PG-grade 64-34 asphalt binder, 1/2 inch nominal max, 7-75-115 gyration per UDOT standard specification 02741; over the inches untreated base course (UTBC) per UDOT specification 02721; over the inches granular borrow (GB) per UDOT specification 02056.
4. Specify the following method of sealing the pavement: Micro-Surfacing per UDOT standard specification 02735 required for this roadway on at least all new pavement placed within UDOT right-of-way.
5. Submit a sign and striping plan with existing and proposed conditions. Add a note that only allows removal of existing striping by water blasting or milling and paving along lane joints or center of lanes. (If impacting the existing thermo-plastic pavement messages, milling will be required along with relocations of the accompanied signs for the School Crossing and Stop Ahead Warnings)
6. Verify that all flows are being controlled prior to release into the public storm drain system (see tie-in located at the proposed 50 S street intersection) and how the emergency spill way will work.

The requested information must be received within sixty (60) days of the date of this letter or the application will be deemed withdrawn. If you have any questions or concerns, please contact me at (801) 620-1639.

Sincerely,

Rodger (Jay) Genereux
Permits Officer II

RJG

Cc: Kris Peterson, P.E.
David Adamson, P.E.
Darin K Fristrup, P.E.
J. Brent DeYoung, P.E.
Gordon Young

Farmington City Council Meeting

January 20, 2015

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Cory Ritz and Jim Young, City Manager Dave Millheim, Community Development Director David Petersen, Associate Planner Eric Anderson, City Recorder Holly Gadd & Recording Secretary Cynthia DeCoursey. Council Member Brigham Mellor was excused.

WORK SESSION

Discussion of West Davis Corridor (WDC) Modeling Report

Dave Millheim said the City identified several holes in the WDC Draft Environmental Impact Statement (DEIS) and hired **Norman Marshall** of Smart Mobility to review it. **Jeff Appel**, Attorney at Ray Quinney & Nebeker, said the initial DEIS did not do its job and may have been the worst DEIS he has seen. **Mr. Marshall** is an internationally known traffic expert who determines if there is a problem and then solves traffic issues, and his findings prove that the City is on even firmer footing than they previously thought. **Doug Anderson** said the company he works for recently gave their employees the opportunity to work at home so he works at the office 2 days and at home 3 days. **Mr. Appel** confirmed that working at home is an important consideration in future transportation planning. **Mr. Millheim** said that initially he was not in favor of the Shared Solution option, but as the effort became more organized and UDOT signed a detailed MOU and began Level 1 screening, he began to look at its merits. UDOT then determined that the Shared Solution was ready for Level 2 screening and asked each city along the proposed WDC route to sign a letter as a viable alternative to the WDC or resolution authorizing UDOT to further study the option. He advised the Council to discuss the results of the report, host a public (open house) to present the findings and take public comment, hold meetings with UDOT and the Wasatch Front Regional Council (WFRC) to discuss the findings and pass a Resolution to support the "Shared Solution" option being further considered.

REGULAR SESSION

CALL TO ORDER:

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

Mayor Talbot opened the meeting at 7:10 p.m. **John Bilton** offered the invocation and **Jared Malone** of Troop 1280 led the Pledge of Allegiance. The **Mayor** expressed condolences to the family/friends of Standard Examiner reporter **Antone Clark** who recently passed away. He was a man who died with great dignity and finished the fight well.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Recognition of Sid Young – 2014 Festival Days Chair

Stefanie Gallagher and **Neil Miller** thanked **Sid Young** for serving as the Chair of 2014 Festival Days and announced that **Kristen Harbertson** will be the Chair for 2015.

West Davis Corridor (WDC) Modeling Report

Dave Millheim said the City hired **Norman Marshall** of Smart Mobility to analyze the modeling/assumption issues in the DEIS and determine if the WDC is needed. The findings (which were discussed in detail during the work session) include:

- Farmington will have no access and zero benefits from the WDC;
- 20 years of land planning by the City are being ignored;
- 300 acres of conservation easements will be destroyed;
- The Shepard Lane interchange is being delayed;
- The WDC bypasses a major transit station and economic/employment centers;
- The WDC is not needed.

Jeff Appel, Ray Quinney & Nebeker, said the issues were adequately explained, and the report should be submitted to the Federal Highway Administration. **Mayor Talbot** said the City has spent a considerable amount of money to ensure that UDOT knows where we stand. The intent of the study was not to blind side UDOT but to explore the facts. He asked the Council to attend a meeting with UDOT on Thursday, January 22, 2015.

Doug Anderson said this report solidified the Council's concerns. He is passionate about this issue and wants to consider the Shared Solution option. He would like the report to be posted on the City's website and sent to the Federal Highway Administration.

Jim Young is troubled by the findings in the study and disturbed that Farmington's early skepticism/questions of the DEIS were so quickly dismissed by UDOT. The City spent taxpayer dollars to do an independent analysis, and he hopes UDOT will have a higher regard for this very credible third party study than they have shown for Farmington's concerns thus far. He is also disappointed that Farmington seems to be without representation in the legislature and encouraged the City to find some legislative allies.

Cory Ritz agreed with the previous comments and said there are numerous issues that were not considered by UDOT in their draft EIS. The DEIS shows a complete disregard for the City's long-term planning, and UDOT failed to cooperate with the affected entities. He favors an option that will be best for everyone, and the Shared Solution option should be evaluated to see if it has merit.

John Bilton said many people have been involved with this process from the beginning, and the City needs to let the data drive the process which will help gain ground with legislators. This issue has placed the City in the political arena. If Farmington City has too much emotion and rhetoric, they may be in danger.

Mayor Talbot read the last 2 paragraphs of the report which state that UDOT should:

1. Fix the fundamental flaws relating to the Model;
2. Revisit the travel preference trends regarding commuting;
3. Include the actual land use information from the area;

4. Focus on what the actual housing/employment numbers are and will be in 2040; and
5. Develop a new set of alternatives for modeling, including the Shared Solution.

Dave Millheim confirmed that the information will be posted on the City's website and a 30-day deadline for a response from UDOT will be established.

Mosquito Abatement Report

Gary Hatch, Davis County Mosquito Abatement District, presented information and statistics from 2014 and said they are a public agency with responsibility to:

- Control mosquitoes to enhance public health and comfort;
- Act as an information resource on mosquito biology, control, and prevention;
- Identify insects and associated disease transmission;
- Operate in a safe, ecologically-sound and publicly accessible manner.

The District conducts ongoing testing of mosquitoes and chickens for the West Nile Virus (WNV). In 2014 8,644 acres were aerially sprayed, and 660 acres were sprayed on the ground. Half of the spray requests are submitted online, and response times are less than 48 hours.

PUBLIC HEARINGS:

Park Lane Plat Schematic Plan

David Petersen said the Park Lane realignment is complete, and this is the first step in the process to develop preliminary and final amended subdivision plats for the rights of way and adjacent private parcels affected by the realignment.

The Public Hearing opened at 8:20 p.m. There were no public comments and it closed.

Motion:

John Bilton made a motion to approve the Schematic Plan for the Park Lane Plat as recommended by the Planning Commission, subject to all applicable Farmington City ordinances and development standards. The motion was seconded by **Cory Ritz** and unanimously approved.

Finding:

1. In addition to exchanging deeds to make possible the Park Lane realignment, Farmington City and CenterCal entered into an agreement which also required approval of a subdivision plat. The Schematic Plan is the first step in that process.

Parkwalk Downs Minor Subdivision Schematic Plan

Eric Anderson said the applicant is proposing 4 lots and has met all of the requirements for a minor subdivision.

Justin Atwater, 520 S 650 W, said the sale of the property has been finalized, and he expressed gratitude to staff for their assistance. He met with **Mr. Jung** and will work with him to install a solid fence. Each lot must dedicate 8 feet of frontage on 500 S which will make each lot .49 of an acre, and they would like to retain the Class B animal rights.

The Public Hearing opened at 8:20 p.m. There were no public comments and it closed.

Motion:

Cory Ritz made a motion to approve the Schematic Plan for the Parkwalk Downs Minor Subdivision subject to all applicable Farmington City ordinances and development standards and the conditions and findings in the staff report with an additional condition that the 4 lots will retain the Class B animal rights designation. The motion was seconded by **John Bilton** and unanimously approved.

Petition to change the name of a street in The Grove at Farmington Creek PUD

David Petersen said the City received a petition requesting approval to rename all of the circle portion of the street stem from Grove Creek Lane to Grove Creek Circle and leave the names of the stub streets connecting to 600 N and Main Street as Grove Creek Lane (100 W) and 550 N.

The Public Hearing opened at 8:30 p.m.

Mike Brian, 52 W Grove Circle, said there has been confusion regarding his address and others in the area, and he would like to see the issue resolved.

The Public Hearing closed at 8:35 p.m.

Motion:

John Bilton made a motion to approve the proposed street name change in The Grove at Farmington Creek PUD as petitioned by **Michael Brian** and to direct staff to implement the steps necessary to make the street name change, and/or amend the plat and waive the fee. **Doug Anderson** seconded the motion which was unanimously approved.

Finding:

1. Most property owners on the circle portion of The Grove street network use Grove Creek Circle even if their homes are on Grove Creek Lane. The name change will provide less confusion for visitors and the post office and will better facilitate emergency vehicle response times. The fee is more specific to costly applications dealing with the vacation of street rights-of-way and not simple street name changes.

Special Event Permit Application/Local Consent for a "Temporary Beer"Permit

The Public Hearing opened at 8:36 p.m.

Brady Grant, 1150 W 825 N, Layton, said they would like a permit for their event in April and hopes that the City was satisfied with the way parking issues were handled.

Kevin Patton, 11847 S Landou Drive, Draper, said the large parking area was recently paved, and they plan to provide two employees to assist with parking. The venue works well for them, and they are committed to sponsoring a safe event.

The Public Hearing closed at 8:40 p.m.

Doug Anderson asked if there was a parking fee and the City Manager said it is $5 per car. The electronic message board states "no parking in unauthorized areas", and Farmington City will be issuing tickets. **Cory Ritz** said he planned to vote "no" based on sentiment in the neighborhood. At an event held the previous week, the adjacent residential streets were full of parked vehicles.

Motion:

Doug Anderson made a motion to approve the Temporary Special Event Permit Application for a SteelFist Fight Night on April 18, 2015 and the Local Consent for a State of Utah "Temporary Beer" Permit. **John Bilton** seconded the motion which was approved by **Doug Anderson, John Bilton** and **Jim Young**. **Cory Ritz** did not approve the motion.

Farmington Park Subdivision Phase 1 Final Plat

Eric Anderson said the land swap with the Davis School District was finalized, and the applicant met the 11-acre open space requirement. A portion of the site is in the FEMA flood plain which will require a CLOMR and LOMR prior to recordation.

Jason Harris, Fieldstone Homes, said they have worked hard on this project and plan to break ground as soon as possible. They hope to begin Phases 2 and 3 later this year. **Mayor Talbot** commended them for working with the City and DSD on the park and school.

Motion:

Cory Ritz made a motion to approve the Final Plat for the Farmington Park Conservation Subdivision Phase I subject to all applicable Farmington City ordinances and development standards and with conditions 1-3 and findings 1-5 as listed in the staff report and another condition that the Phase I Final Plat will not be recorded until the Property Acquisition Agreement for the park has been signed by all three parties. **Jim Young** seconded the motion which was unanimously approved.

Construction Manager/General Contractor for the Park and Gym

Dave Millheim said there were many well-qualified applicants, and the selection committee recommended that the bid be awarded to Hogan Construction. They have experience in building gyms and athletic fields and will be involved in the process of choosing an architect. **Dave Anderson**, Hogan Construction – 940 N 1250 W Centerville – thanked the City and said they are excited to be a part of this project.

Motion:

John Bilton made a motion to approve Hogan Construction as the Construction Manager/General Contractor for the park and gym. The motion was seconded by **Doug Anderson** and unanimously approved.

SUMMARY ACTION:

1. Improvements Agreement with Ivory Development, LLC – Farmington Hollow
2. Approval of Minutes – City Council/Planning Commission meeting on Jan. 6, 2015
3. Approve of Minutes – City Council meeting on Jan. 13, 2015
4. Approval of December Storm Water Bond Log

Motion:

Jim Young made a motion to approve the items on the Summary Action List. **Cory Ritz** seconded the motion which was unanimously approved except that he abstained from approving the minutes on January 6, 2015 because he was unable to attend.

GOVERNING BODY REPORTS:

City Manager:

1. The Executive Summary for the Planning Commission meeting held on January 8, 2015 was in the staff report.

2. The Police, Fire and Building Activity Reports for December were in the staff report.

Mayor Talbot:

- **Mayor Talbot** recommended **Dan Rogers** and **Wendy Rasmussen** as members of the Board of Adjustment.

Motion:

John Bilton made a motion to appoint **Dan Rogers** and **Wendy Rasmussen** as Board of Adjustment members. **Cory Ritz** seconded the motion which was unanimously approved.

- The **Mayor** asked the Council to continue their service on various committees and to select a new Mayor pro tem.

Motion:

John Bilton nominated **Jim Young** to serve as Mayor pro tem in 2015. **Doug Anderson** seconded the motion which was unanimously approved.

City Council:

Jim Young:

- He asked for an update on the restoration of the building on the corner of State Street and Main Street, and **Dave Millheim** said he would pursue the matter.

ADJOURNMENT:

Motion:

John Bilton made a motion to adjourn the meeting. The motion was seconded by **Cory Ritz** and unanimously approved, and the meeting was adjourned at 9:20 p.m.

_____

Holly Gadd, City Recorder
Farmington City Corporation

CITY COUNCIL AGENDA

For Council Meeting:
February 3, 2015

SUBJECT: City Manager Report

1. Executive Summary for Planning Commission held January 22, 2015
2. Earthquake Training February 10th at 3:30pm
3. Draft Regional Transportation Plan Open Houses
4. February 5th Planning Commission/City Council

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

FARMINGTON CITY

H. James Talbot
Mayor

Doug Anderson
John Bilton
Brigham N. Mellor
Cory R. Ritz
James Young
City Council

Dave Millheim
City Manager

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate Planner

Date: January 23, 2015

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION HELD ON JANUARY 22, 2015

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on January 22, 2015 [note: six commissioners attended the meeting—Chair Rebecca Wayment, Val Halford, Kent Hinckley, Alex Leeman, Brett Gallacher, and Heather Barnum, excused commissioner was Brett Anderson.

Item #3 - Pete Smith/Advanced Solution Group – Applicant is requesting a recommendation for approval to amend the Final PUD Master Plan and approve the Final Plat for the Nichols Nook Subdivision and to rename it The Meadows at City Park Subdivision (9 lots) on 1.29 acres located at approximately 50 S. 100 W. in an R-4 zone. (S-10-13)

Voted to recommend the final plat and final PUD master plan for approval as written in the staff report.

Vote: 6-0

Item #4 – Farmington City (Public Hearing) – Applicant is requesting approval to amend the Sign and Zoning Map and Text Ordinances regarding modifications to nonconforming signs, signs in residential zones, and/or rezoning a portion of the property located on the northeast corner of State Street and 200 West from OTR to R-4. (ZT-2-15 and Z-2-15)

Voted to recommend motions B & E for approval as written in the staff report.

Vote: 6-0

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

Item #5 – Farmington City (Public Hearing) – Applicant is requesting approval of a Rezone Application from TMU (Transit Mixed Use) to OS (Open Space) for property located at approximately Station Parkway and 600 North, a Text Amendment of Chapter 18 of the Zoning Ordinance regarding amendments to the regulating plan, and a modification of the street cross-section related thereto. (ZT-1-15 and Z-1-15)

Voted to recommend motions I, II, and III for approval as written in the staff report.

Vote: 6-0

Item #6 - Farmington City (Public Hearing) – Applicant is requesting a recommendation for a text amendment to Chapters 1, 2, 3, and 6 of the Subdivision Ordinance regarding the approval process for major subdivisions and related chapters where necessary. (ZT-9-14)

Voted to recommend for approval with 4 added conditions/changes to the wording in the proposed subdivision text change. Staff was directed to make these changes, have the Planning Commission chair review the changes, and then present the revised subdivision text change to the City Council. The changes were minor and related to the "metric" on determining when a preliminary plat should be sent back for schematic plan review and when a preliminary plat should be a public hearing.

Vote: 6-0

Item #7 - Modification to the street-cross section on 100 East north of 600 North, related to the proposed Taylor Subdivision.

Voted to recommend the item for approval as written in the staff report except for a change to condition 3, which now reads:

"In the interim the developer shall paint a white line, ***for the length of the property****, to better highlight the west asphalt shoulder for the pedestrian and the motorist between the travel lane and the curb and gutter."*

Vote: 6-0

Respectfully Submitted

Eric Anderson
Associate Planner

Review & Concur

Dave Millheim
City Manager

WE JUST HAD A MAJOR EARTHQUAKE
WHERE ARE RESPONDERS AND RESOURCES NEEDED?

Come Learn About USGS Tools to Rapidly Assess an Earthquake's Economic and Human Impact

Date & Location:

Tuesday, February 10, 2015 at 3:30 P.M.

Utah Cultural Celebration Center

1335 West 3100 South, West Valley City, Utah 84119

Lecturer: Dr. David Wald. Seismologist with the U.S. Geological Survey and Colorado School of Mines.

Overview: The U.S. Geological Survey (USGS) has developed several near-real time earthquake information systems that provide rapid and automated alerting of estimated economic and human impacts following earthquakes. In this lecture Dr. Wald describes the benefits and use of each of these systems and also describes how this information is collected, analyzed, and displayed.

David Wald has been a pioneer in developing and operations of several real-time information systems at the USGS National Earthquake Information Center such as "Did you feel it?", Shake Map, ShakeCast, and PAGER, that serve a broad audience including first responders, government officials, utilities, earth scientists, and engineers. More than 70,000 individuals receive alerts in California, Washington, Utah, Hawaii, Nevada, and Alaska.

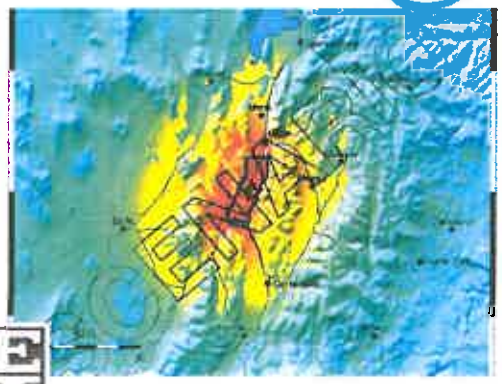
Who Should Attend:

- Emergency Managers, First Responders, Government Officials, Utilities, Earth Scientists, Seismologists, Geologists, and Engineers.

Focus Topics:

- ShakeMap
- ShakeCast
- PAGER
- Emergency Management

Salt Lake County Emergency Management



EERI

Course Website: http://utah.eeri.org/ - **Contact Info:** Brent Maxfield maxfieldba@ldschurch.org - Phone: 801.240.1529

Sponsored by:

EERI Utah Chapter - Salt Lake County Emergency Management

WASATCH FRONT REGIONAL COUNCIL

The new 2015-2040 Draft Regional Transportation Plan is now available for public comment.

Join local leaders and transportation planners on the following dates to discuss transportation projects in the Wasatch Front region through 2040.

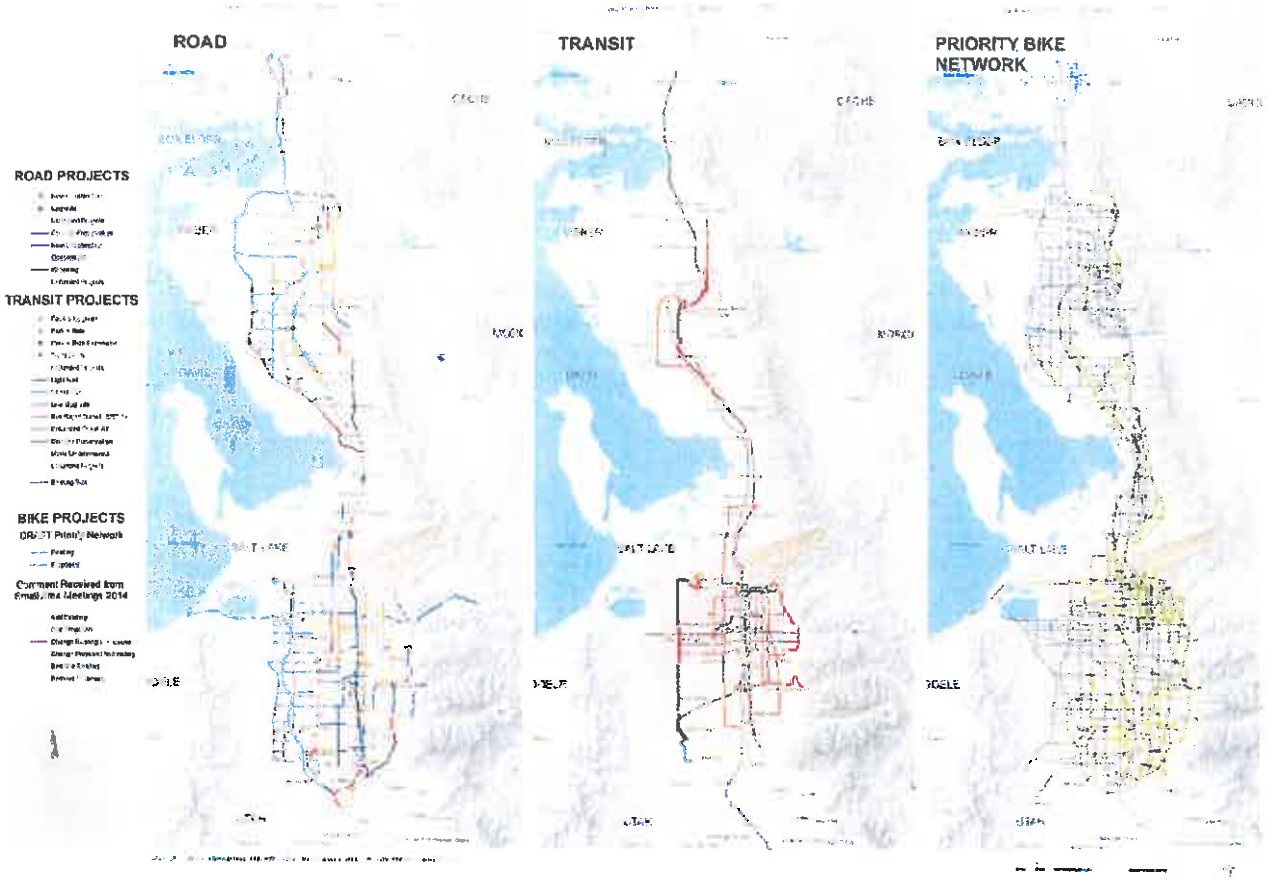
OPEN HOUSES

MONDAY, JANUARY 26
5:30-7:30 p.m.
WEST VALLEY CITY HALL

MONDAY, FEBRUARY 9
5:30-7:30 p.m.
ROY CITY HALL

TUESDAY, FEBRUARY 17
4:00-6:00 p.m.
ONLINE OPEN HOUSE
VISIT US AT WFRC.ORG

2015 - 2040 WASATCH FRONT REGIONAL TRANSPORTATION PLAN
ROAD, TRANSIT AND BIKE PROJECTS



CITY COUNCIL AGENDA

For Council Meeting:
February 3, 2015

SUBJECT: Mayor Talbot & City Council Reports

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