

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, May 5, 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

PUBLIC HEARINGS:

7:05 Zoning Map Amendment for the Perry Property from A (Agriculture) to R (Residential)

7:15 Zoning Ordinance Height Amendment for Public Uses Related to Setbacks

7:25 Plat Amendments – Dwight Poulson/Hidden Meadow Subdivision and McOmber Subdivision

7:35 Local Consent for SteelFist Fight Night LLC Event Permit “Temporary Beer”

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS:

7:40 Resolution Adopting the Tentative Budget for Fiscal Year 2015/2016

PRESENTATION OF PETITIONS AND REQUESTS:

7:50 Street-Cross Section Proposal for 300 South Street

SUMMARY ACTION:

8:05 Minute Motion Approving Summary Action List

1. Consultant Selection for the Meadow View Detention Basin Army Core of Engineers Violation Mitigation

2. Change Order for Engineering and Construction for the Park Lane Storm Drain Project
3. Cabelas Improvements Agreement
4. Tuscany Grove Improvements Agreement
5. Parkwalk Downs Improvements Agreement
6. Avenues at the Station Phase II Final Plat
7. Kestrel Bay Townhomes Final Plat
8. Discussion of Jeppson Flag Lot/Trail
9. Approval of Minutes from City Council meeting held April 14, 2015
10. Approval of Minutes from City Council meeting held April 21, 2015

NEW BUSINESS:

8:10 Discussion regarding Location of the Pool Fence

GOVERNING BODY REPORTS:

8:20 City Manager Reports

1. Executive Summary for Planning Commission held on April 9, 2015
2. Executive Summary for Planning Commission held on April 23, 2015
3. Police and Fire Monthly Activity Reports for March
4. May 26th City Council Meeting

8:30 Mayor Talbot & City Council Reports

1. Planning Commission Replacement for Val Halford

ADJOURN

CLOSED SESSION

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

DATED this 30th day of April, 2015.

FARMINGTON CITY CORPORATION

By: 
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
May 5, 2015

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

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

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

CITY COUNCIL AGENDA

For Council Meeting:
May 5, 2015

PUBLIC HEARING: Zoning Map Amendment for the Perry Property from A
(Agriculture) to R (Residential)

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
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: April 24, 2015

SUBJECT: **ZONING MAP AMENDMENT FOR THE PERRY PROPERTY FROM A (AGRICULTURE) TO R (RESIDENTIAL)**
Applicant: **James Cheney**

RECOMMENDATION

- 1) Hold a Public Hearing;
- 2) Move that the City Council rezone the property from A to R, subject to the following:

Findings for Approval

1. The zone designation of R is consistent with the General Plan.
2. The existing isolated A zone is a result of past annexations and the property should be rezoned to a low density single family designation.

BACKGROUND

The property owner desires to subdivide his un-platted 0.89 acre property into two lots. But it is zoned Agriculture, and the minimum lot size in the A zone is 1 acre. Nevertheless, this particular A zone is an isolated district, and the area around it is master planned and zoned for low density single family residential. Accordingly, it should be rezoned consistent with this designation. The lot size proposed is equal to or greater than most lots in the vicinity. Presently, their home is located on the southerly portion of the existing parcel.

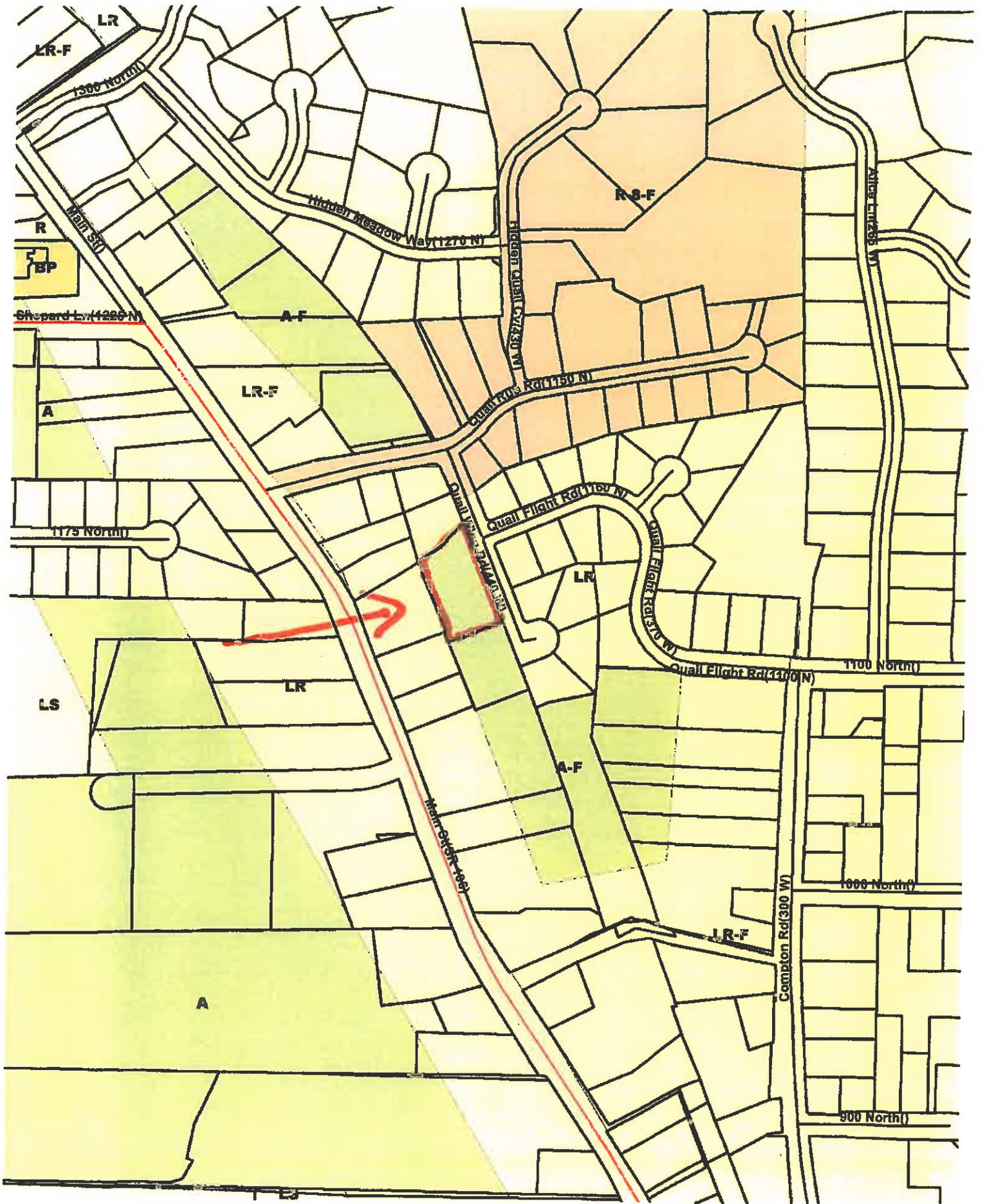
Respectfully Submitted

Eric Anderson
Associate City Planner

Concur

Dave Millheim
City Manager





FARMINGTON, UTAH

ORDINANCE NO. 2015 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM A TO R FOR PROPERTY LOCATED AT 1123 N. QUAIL WING ROAD

WHEREAS, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

WHEREAS, a public hearing before the City Council of Farmington City was held after being duly advertised as required by law; and

WHEREAS, the City Council of Farmington City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Farmington City, Utah:

Section 1. Zoning Change. The property described in Application # Z-3-15, filed with the City, located at 1123 N. Quail Wing Road, identified by parcel number: 080520172, and comprising .89 acres.

Section 2. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change.

Section 3. Effective Date. This ordinance shall take effect immediately.

DATED this 5th day of May, 2015.

FARMINGTON CITY

ATTEST:

H. James Talbot
Mayor

Holly Gadd
City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
May 5, 2015

PUBLIC HEARING: Zoning Ordinance Height Amendment for Public Uses Related to Setbacks

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
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: April 24, 2015

SUBJECT: **Zoning Ordinance Height Amendment for Public Uses Related to Setbacks**
Applicant: Farmington City

RECOMMENDATION

1. Hold a Public Hearing;
2. Move that the City Council amend Section 11-28-090(b) as follows:

Public, and Quasi-public utility, buildings authorized in a zone may be erected to a height not exceeding sixty (60) feet if the building is set back from each otherwise established setback line at least one (1) foot for each additional foot of building height above the normal height limit required for the zone in which the building is erected. **These standards may be reviewed by the Planning Commission in conjunction with a conditional use application and may be adjusted either up or down.**

Findings for Approval

1. The Planning Commission should have flexibility to modify set-back requirements for public buildings, especially related to height, to better address the needs of a particular site and to make parking less conspicuous for nearby residential uses.
2. The City is anticipating applications for several public buildings over the next few years, and these applicants may need the flexibility to fit a site in a way that is best for the use and neighborhood.

BACKGROUND

Public uses are allowed as a permitted or conditional use in almost every zone in the City. Many zones limit the height of main buildings to 27 feet even though many proposed public

buildings, or portions thereof, now and in the future will likely exceed that height. Notwithstanding this, Section 11-28-090(b) of the Zoning Ordinance provides an exception which allows for greater height if such buildings are set back greater distances from property lines. However, as time has passed since the City adopted this exception language, it has become more appropriate to construct buildings closer to the street with parking situated to the rear or to the side of such buildings.

A new elementary school, the new high school, and the City's proposed gymnasium, may all have set-backs which do not currently meet the requirements of the Zoning Ordinance, even though they will likely be customarily appropriate for the proposed sites on which they may be located.

Respectfully Submitted



Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2015 -

**AN ORDINANCE AMENDING THE HEIGHT
REQUIREMENT FOR PUBLIC USES SET FORTH IN
CHAPTER 28 OF THE FARMINGTON CITY ZONING
ORDINANCE (ZT-6-15).**

WHEREAS, the Planning Commission has held a public hearing in which the proposed Height Amendment for Public Uses set forth in Chapter 28 of the Farmington City Zoning Ordinance were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH:**

Section 1. Amendment. Section 11-28-090(b) of the Farmington City Zoning Ordinance, is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 5th day of May, 2015.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT A

11-28-090 Maximum Height Limitations Exceptions.

(a) No maximum height regulation as stated in this Ordinance, except for stated exceptions, shall apply to prevent the construction of penthouse or roof structures for the housing or elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain the building, and fire or parapet walls, skylight, towers, steeples, flagpoles, chimneys, smoke stacks, water tanks, wireless or televisions masts except as specified in Section 11-28-190, theater lofts, silos, or similar structures above the stated height limits, provided that no space above the height limit shall be allowed for the purpose of providing additional floor space nor shall it provide for human occupancy.

(b) Public and Quasi-public utility buildings authorized in a zone may be erected to a height not exceeding sixty (60) feet if the building is set back from each otherwise established setback line at least one (1) foot for each additional foot of building height above the normal height limit required for the zone in which the building is erected. These standards may be reviewed and approved by the Planning Commission in conjunction with a conditional use application and may be adjusted either up or down.

CITY COUNCIL AGENDA

For Council Meeting:
May 5, 2015

PUBLIC HEARING: Plat Amendments – Dwight Poulson/Hidden Meadow
Subdivision and McOmber Subdivision

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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

FARMINGTON CITY



H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: David Petersen, Community Development Director
Date: May 5, 2015
SUBJECT: PLAT AMENDMENTS

RECOMMENDATION

1. Hold a public hearing.
2. Move that the City Council approve the proposed Dwight Poulson/Hidden Meadow Subdivision plat amendment set forth herein; and approve the McOmber Subdivision Plat amendment subject to the developer bonding and/or extending the 1525 West Street public improvements as approved by the City Engineer the entire length of the property prior to recordation of the final plat consistent with City standards and processes for such improvements.

BACKGROUND

A. Dwight Poulson/Hidden Meadow Subdivision Plat Amendment. Paul Underwood owns Lot 3 of the Dwight Poulson Subdivision and Lot 1 of the Hidden Meadow Subdivision, and desires to combine these lots into one lot. His single family home is located on Lot 1, and he is requesting approval to establish a pool house on Lot 3 but cannot do so unless the lots are combined as one. In other related action, the applicant proposed a pool house 22 feet in height, but may only exceed the 15' height limit for accessory dwellings if approved as a conditional use by the Planning Commission. The Commission approved his request on April 23, 2015 subject to, among other things, that the City Council approve Mr. Underwood's plat amendment request.

B. McOmber Subdivision Plat Amendment. Richard Evans, of Evanland Farms, LLC, is requesting that the City approve an amendment to the McOmber Subdivision by designated Parcel A, which abuts 1525 West, as a building lot. Originally, the McOmber's did not have enough money to extend street improvements on 1525 West; therefore, the City required that the owner designate the property as a parcel to be

developed in the future on the plat until such time as the owner was prepared to obtain a building permit.

Supplemental Information

1. Vicinity Map Lot 3 and Lot 1 of the Dwight Poulson Subdivision and the Hidden Meadow Subdivision.
2. Vicinity Map McOmber Subdivision Parcel A.
3. Proposed amended plat for the McOmber Subdivision.

Respectfully Submitted

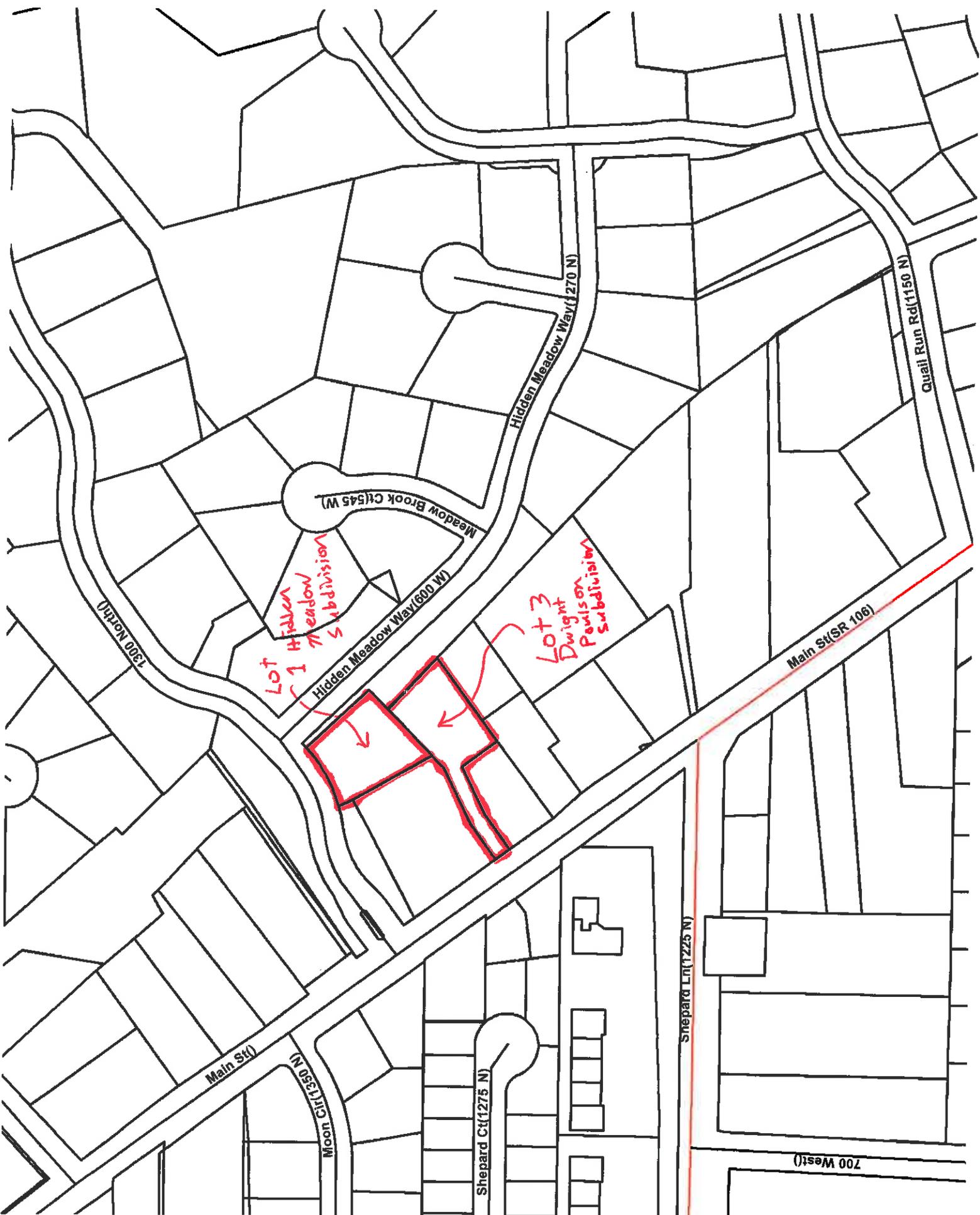


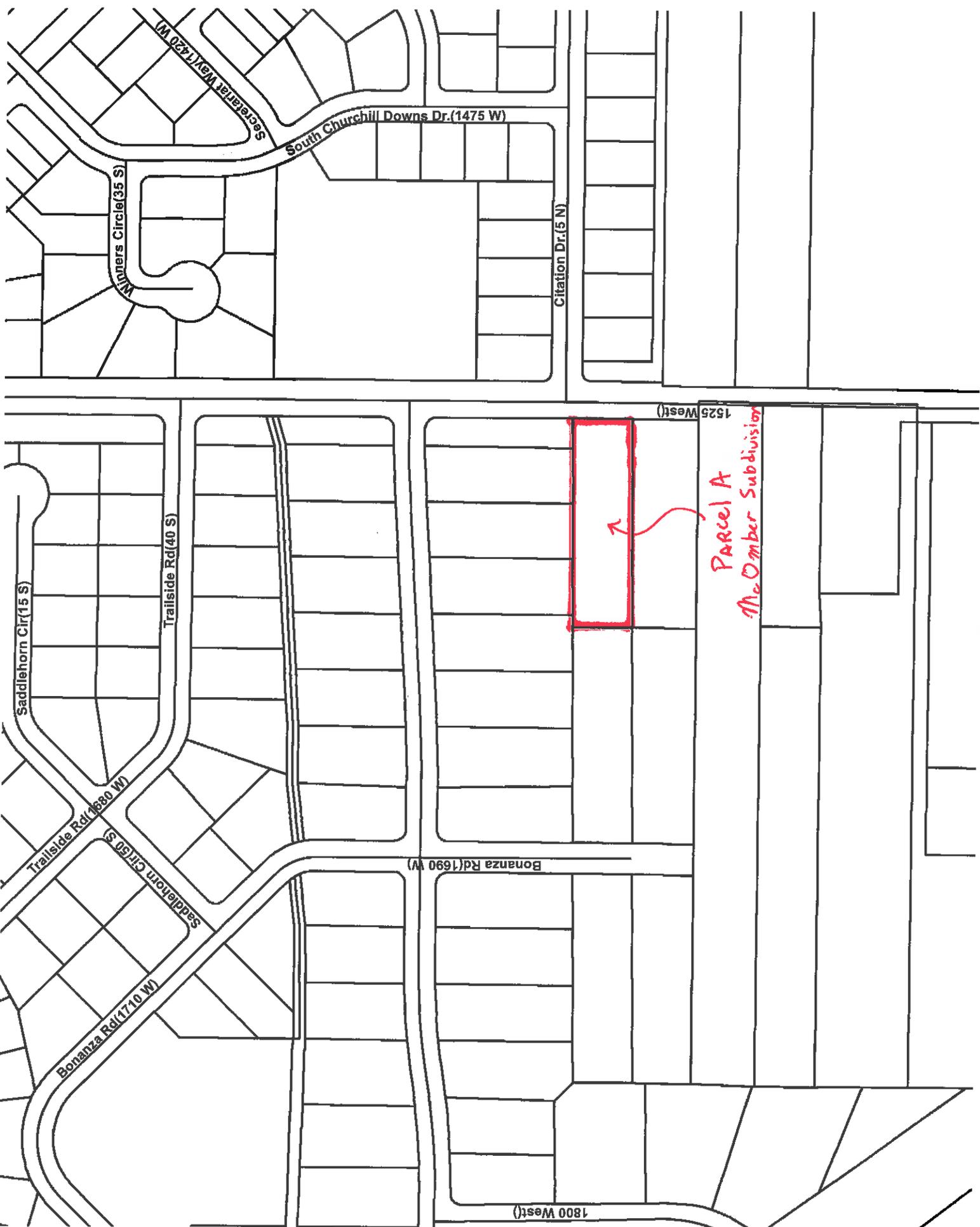
David Petersen
Community Development Director

Concur

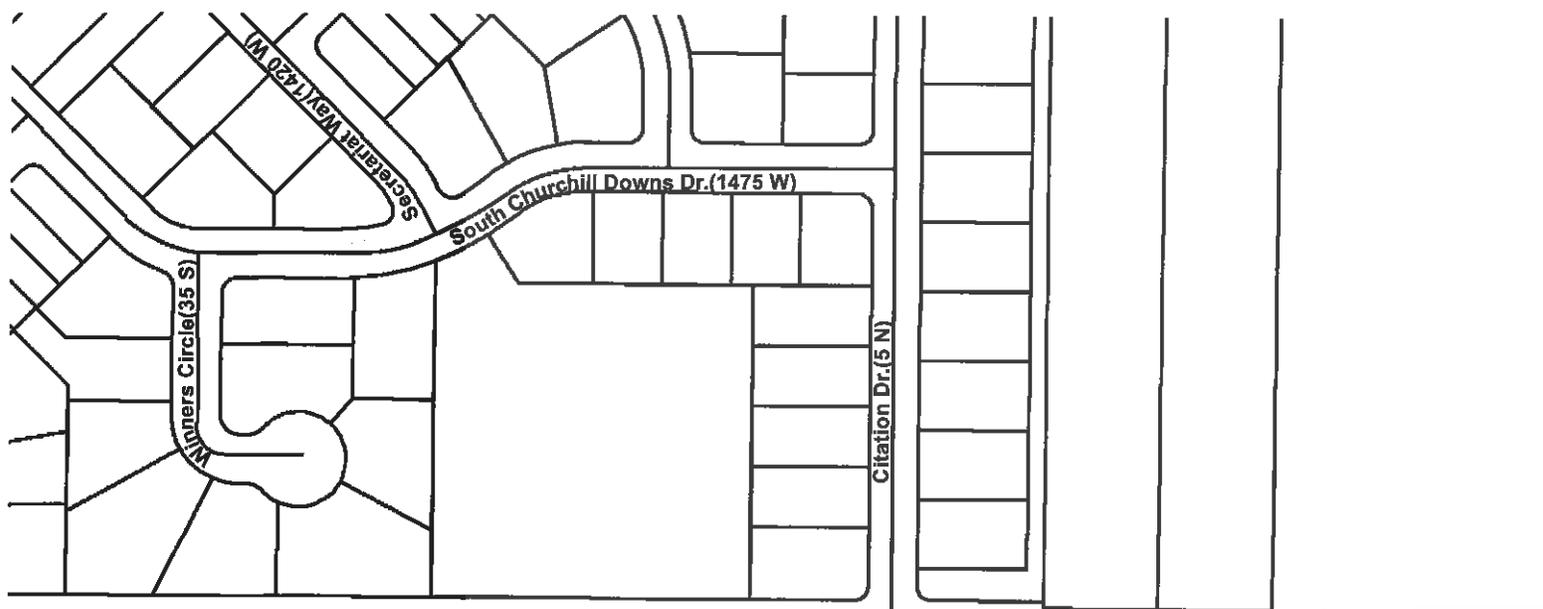


Dave Millheim
City Manager





Parcel A
Mcomber Subdivision



CITY COUNCIL AGENDA

For Council Meeting:
May 5, 2015

**PUBLIC HEARING: Local Consent for SteelFist Fight Night LLC Event Permit
“Temporary Beer”**

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Approve the Local Consent form for the State of Utah Event Permit “Temporary Beer” for SteelFist Fight Night LLC for June 20, 2015.

GENERAL INFORMATION:

See enclosed staff report prepared by Ken Klinker.

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



FARMINGTON CITY

H. JAMES TALBOT
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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: May 5, 2015

SUBJECT: **Local Consent For SteelFist Fight Night LLC Event Permit "Temporary Beer"**

RECOMMENDATION

1. Hold a Public Hearing.
2. Approve the Local Consent form for the State of Utah Event Permit "Temporary Beer" for SteelFist Fight Night LLC for June 20, 2015.

BACKGROUND

SteelFist Fight Night LLC is applying to the State of Utah for an Event Permit "Temporary Beer" liquor license to allow them to sell beer at the Davis County Fairgrounds during a mixed martial arts event they will hold there on June 20, 2015. In order to receive this license, they are required to get "Local Consent" from the local community. They have submitted the form for local consent which will be attached to their application to the state if approved by the Council.

Although staff is allowed to approve a City Temporary Special Event Permit application which is considered local consent for a State Event Permit "Temporary Beer", the Council has requested the opportunity to review the Local Consent for this event.

A Temporary Special Event permit has been applied for, and the required information has been received and reviewed by staff. This permit appears to be complete, and will be granted. They are allowed to have three Special Event permits per year from the City. This will be their second.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Millheim
City Manager

New
 Renewal

FARMINGTON CITY
 160 S. Main, P.O. Box 160
 Farmington, UT 84025
 801-451-2383



TEMPORARY SPECIAL EVENT PERMIT APPLICATION

(Please print)

Application Fee: \$300

No person may be issued more than three (3) Temporary Special Event licenses in any calendar year

Rec
4-28-15

Name of Business: STEELFIST FIGHT NIGHT

Business Address (Location & Mailing): 11874 S LANDOU DR Draper Utah 84020

1. Have you ever been denied a license to sell or otherwise dispense beer by any federal, state, county, city or other local government entity? If yes, please provide all pertinent information relating thereto.

ONLY ONE TIME AT FARMINGTON UTAH A COUPLE YEARS AGO
(FIRST SHOW WE DID THERE)

2. If the applicant is a partnership, list the names and addresses of all partners. If the applicant is a corporation, list the names and addresses of all officers and directors.

<u>Name</u>	<u>Address</u>
<u>KEVIN PATTON</u>	<u>11874 S LANDOU DR Draper UT</u>
<u>PAT PATTON</u>	<u>DRAPER, UTAH</u>
<u>TROY SPEARS</u>	<u>12144 S JEWELL DR DRAPER UT</u>

3. Please include the following with your application:

- (a) A floor plan of the location of the temporary special event, including clear depiction of the consumption areas and areas where the applicant proposes to keep, store, and sell beer.
- (b) The times, dates, location, estimated attendance, nature and purpose of the temporary special event.
- (c) Evidence of proximity to any school, church, public library, playground, or park.

- (d) A copy of your current business license. *ON FILE W/ FARMINGTON*
- (e) A statement of the purpose of the association, corporation, church, or political organization or its local lodge, chapter, or other local unit.
- (f) A signed consent form stating that authorized representatives of the Commission, City, law enforcement or health department will have unrestricted right to enter the premises during the temporary special event.
- (g) Proper verification evidencing that the person signing the application is authorized to act on behalf of the association, corporation, church, or political organization conducting the temporary special event.
- (h) **\$300.00 License Fee.**

The undersigned hereby certifies that the above information is true and correct and that the undersigned has full authority to represent the owner(s) of the business in making this application. The undersigned further certifies and states under oath that the applicant has read, understands, and has complied with all requirements applicable to the applicant under the Utah Liquor Control Act and the requirements of Title 6 of the Farmington City Ordinances.

[Handwritten Signature]

 Signature

Please contact Farmington City Hall if you would like a copy of the Business Regulations.

FOR OFFICE USE ONLY:			
Date Received: <u>4-28-15</u>	Receipt #: <u>1.453822</u>	License #: _____	Account #: _____
Approved By: _____		Date: _____	
Fire Inspection Required: _____	Yes _____	No _____	

Portal #3

96 FT

25 FT

**CLOSED AREA
NOT USED**



Roll-out



BLEACHERS

BLEACHERS



5-6 power outlets located on each stairway wall.

Portal #2

Crow's Nest

96 FT

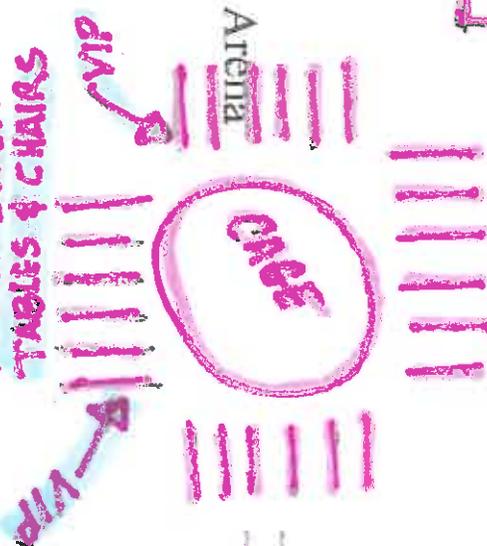
25 FT

GENERAL ADMISSION

Seating available: 600 seats



**FLOOR LEVEL
- TABLES & SEATING -**



**RED CORNER
FIGHTER
STAGING**

**BLACK
CORNER**



**DOIST - David SERIES
STATION #1**

Portal #1

**ENTRY
DOWNSTAIRS**

10 FT

32 FT

**ID & WRISTBAND
STATION**

**Permanent
Seating**



Home of the Doist County Fair!





To whom it may concern,

Authorized representatives of Farmington City, including any city law enforcement agency, will have unrestricted right to enter the premises during the event held on June 20 2015.

Thank You,

Kevin Patton

801-637-7063


Kevin@steelfistfight.com



To whom it may concern,

SteelFist Fight Night is again applying for a special events beer permit for Saturday ~~April 18th~~ ^{June 20,} 2015.

SteelFist Fight Night (Sports Mixed Martial Arts- Entertainment)

LEGACY EVENT CENTER
Doors Open 5PM Fights start 6PM - ~~Saturday June 20, 2015~~

And as requested SteelFist Fight Night fully authorizes any Representatives of Farmington city including any city law enforcement agency unrestricted right to enter the event held on Saturday ~~June 20th~~ 2015.

Our live events have anywhere from 600-2000 spectators with the average being approx 1200 spectators.

We feel we have proven that after ~~several~~ events at Legacy Event Center in Farmington Utah with no incidents that we are a credible business with more than ample security and should be able to carry such a permit.

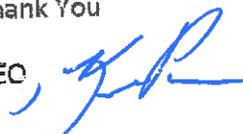
We are following any and all guidelines set by the DABC we are using areas that are confined and regulated with security staff in place. We have included the map of the venue layout and beer service areas.

We feel we are good for your local businesses in the area drawing a crowd to the venue and city where many of our fans are families use the local restaurants & gas stations.

SteelFist Fight Night is the most active MMA promotion in the state of Utah and is fully regulated by the state ran Utah athletic commission we have never been fined or warned for any wrongful doing in 30 shows.

Thank You

CEO,

 4-27-15

EVENT PERMT
“TEMPORARY BEER”
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises

AUTHORITY: Utah Code 32B-9-201

Farmington City, City Town County
Local business license authority

hereby grants its consent to the issuance of a temporary beer event permit license to:

Applicant Entity/Organization: Steel Fist Fight Night LLC

Event Name: SFFN #35

Event location address: 151 South 1100 West Farmington UT 84025
street city state zip

On the 20th day(s) of June, 2015
date month year

during the hours of 5 pm - 11 pm, pursuant to the provision of Utah Code 32B-9.
defined hours from - to

Authorized Signature

Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is acceptable. Local consent may be faxed to the DABC at 801-977-6889 or mailed to: Department of Alcoholic Beverage Control, PO Box 30408, Salt Lake City, UT 84130-0408
Temporary Beer local Consent (11/2013)

STEELFIST FIGHT NIGHT, LLC

Entity Number: 8120001-0160

Company Type: LLC - Domestic

Address: Unknown, NA 00000

State of Origin:

Registered Agent: TROY SPEIRS

Registered Agent Address:

12144 S JONATHAN VIEW LN

Draper, UT 84020



Status: Active



Status: Active ● as of 11/25/2014

Renew By: 10/31/2015

Status Description: Good Standing

The "Good Standing" status represents that a renewal has been filed, within the most recent renewal period, with the Division of Corporations and Commercial Code.

Employment Verification: Not Registered with Verify Utah

History



Registration Date: 10/04/2011

Last Renewed: 11/25/2014

Additional Information

NAICS Code: 9999 **NAICS Title:** 9999-Nonclassifiable Establishment

<< Back to Search Results

Search by:

Business Name:

CITY COUNCIL AGENDA

For Council Meeting:
May 5, 2015

S U B J E C T: Resolution Adopting the Tentative Budget for Fiscal Year 2015/2016

ACTION TO BE CONSIDERED:

1. Approve the enclosed resolution adopting the tentative budget for fiscal year 2015 to 2016.

GENERAL INFORMATION:

See attached 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: April 28, 2015

Subject: **APPROVE THE ENCLOSED RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2015-2016.**

RECOMMENDATIONS

Approve the enclosed resolution adopting the tentative budget for fiscal year 2015 to 2016.

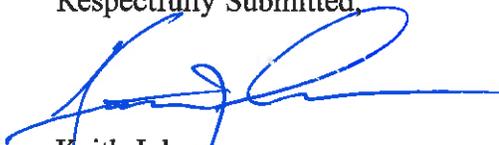
BACKGROUND

For the amended FY 2015 budget, the General Fund balance is projected to end around \$1,637,000. This is an increase of close to \$400,000 in the fund balance. It was originally budgeted to reduce the fund balance by about \$329,000. Revenues are estimated to be about \$500,000 more than expected and expenditures to be about \$120,000 more.

For the FY 2016 budget, there is no tax increase in this budget and the overall increase in operational expenditures is 8% from FY 2015. Still the ending fund balance will be around \$1,368,000 or 16% of revenues. Benefits had only a very small increase, with proposed salary increases being the focus for this year. The Sewer Fund will have an increase of \$2.00 per month in sewer rates for each customer as the Sewer District is raising their rates by \$2.00 per month. The City continues to be in good financial condition to meet the ongoing needs and services of the City.

Respectfully Submitted,

Review and Concur,



Keith Johnson,
Assistant City Manager



Dave Millheim,
City Manager

RESOLUTION NO. 2015-

A RESOLUTION ADOPTING THE FARMINGTON CITY TENTATIVE BUDGET FOR FISCAL YEAR 2015-2016

WHEREAS, pursuant to State law, a tentative budget has been delivered to the Farmington City Council for consideration; and

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

Section 1. Adoption of Tentative Budget. The Farmington City Council hereby adopts the tentative budget for Fiscal Year 2015-2016 which is attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Setting of a public hearing for final adoption. The Farmington City Council hereby directs staff to provide notice of a public hearing for June 16, 2015, after which hearing the City Council will consider adoption of the final budget on said date.

Section 3. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH THIS 5th DAY OF MAY, 2015.

ATTEST:

FARMINGTON CITY

Holly Gadd
City Recorder

By: _____
H. James Talbot
Mayor

Farmington City Tentative Budget Message for Ending Fiscal Year 2015 and for Fiscal Year 2016.

The following are some of the key highlights to end FY 2015:

- The General Fund balance is projected to increase by around \$65,000 to end around \$1,637,000 or around 19% of revenues, which is about \$400,000 more than what was originally budgeted.
- Sales Tax continues to grow at a higher rate than the State average as Station Park continues to build out. It is budgeted to be around a 13% increase for this year. The announcement of Cabelas coming to Farmington will increase sales tax even more after it opens next year.
- Total revenues are projected to be more than \$514,000 more than what the original budget was set last June. This is mainly due to sales tax increases.
- Total expenditures are increasing by around \$119,000 mainly due to the increase in transfers for capital and other related projects for the outfitting of the Ladder truck that was purchased and for the Police department in salaries.
- The construction of the gymnasium and the park is to start later this spring as the G.O. bond and the RAP tax were passed in November with the election. This years budget will reflect some changes in the Park Fund to reflect the starting of the gym and park. Some cleanup and grading has already started in the area. This project will mainly be done in the FY 2016 budget year.
- A \$180,000 transfer from the General Fund to the Street Fund for the WDC legal and EIS response.
- The completion of the expansion to the Public Works building and storage facility.
- The Purchase of the Ladder Truck in the Fire Impact fee fund has been added.

The following are some of the key highlights for the FY 2016 budget:

- No tax increase. (Property taxes will go up associated to the new G.O. Bond for the gym and Park)
- The General Fund Balance will decrease by around \$267,000 to \$1,368,000. Which still leaves a 16% fund balance compared to revenues and leaves a good fund balance for future years.
- Management is recommending adding 1 new Police Officer, an Engineer in training, and a Recreation Coordinator position in the General Fund. It is recommended to add 1 full time employee to water and storm drain funds.
- Increasing part time fire hourly wages by 15 to 22.5%.
- The overall operational expenditures in the General Fund are going up by roughly 8%. Department Heads have kept their budgets about the same as previous years with only personnel costs and some maintenance and supplies going up.
- A couple of major pieces of equipment are being purchased out of the General Fund, a new brush truck for Fire and a 16' mower for Parks and it is recommended that they be leased over a 3 to 4 year period. With Police, the recommendation is to purchase 1 new vehicle and lease 3 additional vehicles for 4 years for patrol only.
- The major project facing the City is the construction of the gymnasium and the park. This project will mainly be done in the FY 2016 budget year.
- The Water Fund new projects will consist of some new water lines being put in and the building of a new water tank.
- The Storm Drain Fund will have some major projects that will include operational and impact fee monies.
- Benefit costs are not rising much with the state retirement not changing and medical insurance only going up by 3.5%, which is the lowest increase we have had in many years.
- Salary increases are consistent and around market levels.
- Sewer rates will increase by \$2.00 / month from the Sewer District.

The City is seeing positive growth in sales tax and in containing the growth of expenditures. As such the City continues to be in fairly good financial condition to continue to meet the ongoing needs and services of the City.

FARMINGTON CITY CORPORATION BUDGET

GENERAL FUND BALANCE

TENTATIVE BUDGET

	Amended Budget	Proposed Amended Budget	Original Budgeted Unrestricted	Restricted Class C	Restricted Liquor Law	Total Original Budget General Fund
Audited Balance	1,574,758	1,574,758	1,574,758	0	17,150	1,591,908
Projected Revenue 6-30-2015	0	8,043,984	7,547,984	600,000	20,000	8,167,984
Projected Expenditures 6-30-2015	0	7,980,873	7,883,595	600,000	18,000	8,501,595
Projected Balance 6-30-2015	1,574,758	1,637,869	1,239,147	0	19,150	1,258,297
	Approved Budget	Recommended Budget	Requested Budget			
Budget Revenue 6-30-2015	0	8,455,300	8,455,300	600,000	20,000	9,075,300
Budget Expenditures 6-30-2015	0	8,724,344	9,236,744	600,000	18,000	9,854,744
Budget Balance 6-30-2015	1,574,758	1,368,825	856,425	0	21,150	877,575

State Required Fund Balance

8,455,300	8,455,300	856,425	10.13%
<u>x 25%</u>	<u>x .05</u>	1,368,825	16.19%
2,113,825	422,765		

FARMINGTON CITY CORPORATION
Tentative Budget
Fiscal Year Ending 6-30-2016

	Proposed Budget
General Fund Revenues:	
Property Tax	1,820,000
Registered Vehicle Fees	185,000
Sales Tax	3,700,000
Franchise Tax/Fee	1,385,000
Transient Room Tax	25,000
License /permits	527,000
Federal /State Grants	620,000
Public Safety	86,800
Development Fees	97,000
Cemetery Fees	25,000
Shared Court Revenue	150,000
Interest	6,000
Miscellaneous	148,500
Economic Development	300,000
Sub-total	9,075,300
Transfer from other funds	0
Appropriated Fund Balance	267,044
Total Revenue	9,342,344
General Fund Expenditures:	
Legislative	121,750
Administrative	682,722
Engineering	144,701
Planning / Zoning	604,573
Police	2,229,467
Fire	961,877
Emergency Preparedness	3,500
Inspection	426,412
Streets	903,967
General Government Buildings	505,652
Parks / Cemetery	846,760
General Recreation	462,663
Economic Development	300,000
Miscellaneous	34,000
Transfer to Capital Funds	1,114,300
Sub-total	9,342,344
Fund Balance increase	0
Total Expenditures	9,342,344

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
GENERAL FUND			
TAXES			
10-310-000	TAXES	6,890,000	7,115,000
	Total TAXES:	6,890,000	7,115,000
LICENSES & PERMITS			
10-320-000	LICENSES & PERMITS	528,000	527,000
	Total LICENSES & PERMITS:	528,000	527,000
GRANTS			
10-330-000	GRANTS	628,000	620,000
	Total GRANTS:	628,000	620,000
PUBLIC SAFETY			
10-331-000	PUBLIC SAFETY	77,800	86,800
	Total PUBLIC SAFETY:	77,800	86,800
CHARGES FOR SERVICES			
10-340-000	CHARGES FOR SERVICES	125,400	97,000
	Total CHARGES FOR SERVICES:	125,400	97,000
CEMETERY			
10-341-000	CEMETERY	28,000	25,000
	Total CEMETERY:	28,000	25,000
FINES & FORFEITURES			
10-350-000	FINES & FORFEITURES	200,000	150,000
	Total FINES & FORFEITURES:	200,000	150,000
INTEREST			
10-360-000	INTEREST	6,600	6,000
	Total INTEREST:	6,600	6,000
MISCELLANEOUS REVENUE			
10-361-000	MISCELLANEOUS REVENUE	180,384	148,500
	Total MISCELLANEOUS REVENUE:	180,384	148,500
CONTRIBUTIONS & TRANSFERS			
10-390-000	CONTRIBUTIONS & TRANSFERS	.00	300,000
	Total CONTRIBUTIONS & TRANSFERS:	.00	300,000
FUND BALANCE APPROPRIATION			
10-399-000	FUND BALANCE APPROPRIATION	.00	267,044

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
Total FUND BALANCE APPROPRIATION:		<u>.00</u>	<u>267,044</u>
LEGISLATIVE DEPARTMENT			
10-410-000	LEGISLATIVE DEPARTMENT	<u>119,750</u>	<u>121,750</u>
Total LEGISLATIVE DEPARTMENT:		<u>119,750</u>	<u>121,750</u>
ADMINISTRATIVE DEPARTMENT			
10-440-000	ADMINISTRATIVE DEPARTMENT	<u>639,659</u>	<u>682,722</u>
Total ADMINISTRATIVE DEPARTMENT:		<u>639,659</u>	<u>682,722</u>
ENGINEERING DEPARTMENT			
10-480-000	ENGINEERING DEPARTMENT	<u>70,597</u>	<u>144,701</u>
Total ENGINEERING DEPARTMENT:		<u>70,597</u>	<u>144,701</u>
PLANNING & ZONING DEPARTMENT			
10-500-000	PLANNING & ZONING DEPARTMENT	<u>580,536</u>	<u>604,573</u>
Total PLANNING & ZONING DEPARTMENT:		<u>580,536</u>	<u>604,573</u>
LIQUOR LAW DUI POLICE PATROL			
10-510-000	LIQUOR LAW DUI POLICE PATROL	<u>26,000</u>	<u>18,000</u>
Total LIQUOR LAW DUI POLICE PATROL:		<u>26,000</u>	<u>18,000</u>
POLICE DEPARTMENT			
10-520-000	POLICE DEPARTMENT	<u>2,120,700</u>	<u>2,211,467</u>
Total POLICE DEPARTMENT:		<u>2,120,700</u>	<u>2,211,467</u>
FIRE DEPARTMENT			
10-530-000	FIRE DEPARTMENT	<u>819,524</u>	<u>961,877</u>
Total FIRE DEPARTMENT:		<u>819,524</u>	<u>961,877</u>
EMERGENCY PREPAREDNESS DEPT.			
10-540-000	EMERGENCY PREPAREDNESS DEPT.	<u>6,000</u>	<u>3,500</u>
Total EMERGENCY PREPAREDNESS DEPT.:		<u>6,000</u>	<u>3,500</u>
INSPECTION DEPARTMENT			
10-560-000	INSPECTION DEPARTMENT	<u>416,550</u>	<u>426,412</u>
Total INSPECTION DEPARTMENT:		<u>416,550</u>	<u>426,412</u>
STREETS DEPARTMENT			
10-600-000	STREETS DEPARTMENT	<u>841,838</u>	<u>903,967</u>
Total STREETS DEPARTMENT:		<u>841,838</u>	<u>903,967</u>
GENERAL BUILDINGS DEPARTMENT			
10-610-000	GENERAL BUILDINGS DEPARTMENT	<u>460,791</u>	<u>505,652</u>

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
Total GENERAL BUILDINGS DEPARTMENT:		<u>460,791</u>	<u>505,652</u>
PARKS & CEMETERY DEPARTMENT			
10-640-000	PARKS & CEMETERY DEPARTMENT	<u>769,228</u>	<u>846,760</u>
Total PARKS & CEMETERY DEPARTMENT:		<u>769,228</u>	<u>846,760</u>
GENERAL RECREATION DEPARTMENT			
10-660-000	GENERAL RECREATION DEPARTMENT	<u>428,200</u>	<u>462,663</u>
Total GENERAL RECREATION DEPARTMENT:		<u>428,200</u>	<u>462,663</u>
MISCELLANEOUS			
10-670-000	MISCELLANEOUS	<u>1,299,500</u>	<u>1,448,300</u>
Total MISCELLANEOUS:		<u>1,299,500</u>	<u>1,448,300</u>
FUND BALANCE INCREASE			
10-999-000	FUND BALANCE INCREASE	<u>.00</u>	<u>.00</u>
Total FUND BALANCE INCREASE:		<u>.00</u>	<u>.00</u>
GENERAL FUND Revenue Total:		<u>8,663,984</u>	<u>9,342,344</u>
GENERAL FUND Expenditure Total:		<u>8,598,873</u>	<u>9,342,344</u>
Net Total GENERAL FUND:		<u>65,111</u>	<u>.00</u>

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
FARMINGTON RDA FUND			
TAXES			
20-310-000	TAXES	292,000	290,000
	Total TAXES:	292,000	290,000
INTEREST			
20-360-000	INTEREST	2,000	2,000
	Total INTEREST:	2,000	2,000
FUND BALANCE APPROPRIATION			
20-399-000	FUND BALANCE APPROPRIATION	.00	26,900
	Total FUND BALANCE APPROPRIATION:	.00	26,900
EXPENDITURES			
20-400-000	EXPENDITURES	11,300	11,300
	Total EXPENDITURES:	11,300	11,300
NON-ADMINISTRATIVE EXPENSES			
20-401-000	NON-ADMINISTRATIVE EXPENSES	310,000	307,600
	Total NON-ADMINISTRATIVE EXPENSES:	310,000	307,600
	FARMINGTON RDA FUND Revenue Total:	294,000	318,900
	FARMINGTON RDA FUND Expenditure Total:	321,300	318,900
	Net Total FARMINGTON RDA FUND:	27,300-	.00

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
FARMINGTON STATION PARK RDA			
TAXES			
22-310-000	TAXES	2,562,000	3,500,000
	Total TAXES:	2,562,000	3,500,000
INTEREST			
22-360-000	INTEREST	4,500	5,000
	Total INTEREST:	4,500	5,000
EXPENDITURES			
22-400-000	EXPENDITURES	2,000	2,000
	Total EXPENDITURES:	2,000	2,000
CAPITAL PROJECTS			
22-470-000	CAPITAL PROJECTS	2,050,000	2,700,000
	Total CAPITAL PROJECTS:	2,050,000	2,700,000
FUND BALANCE INCREASE			
22-999-000	FUND BALANCE INCREASE	.00	803,000
	Total FUND BALANCE INCREASE:	.00	803,000
	FARMINGTON STATION PARK RDA Revenue Total:	2,566,500	3,505,000
	FARMINGTON STATION PARK RDA Expenditure Total:	2,052,000	3,505,000
	Net Total FARMINGTON STATION PARK RDA :	514,500	.00

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
POLICE SALES TAX BOND 2009			
INTEREST			
31-360-000	INTEREST	500	500
	Total INTEREST:	500	500
CONTRIBUTIONS & TRANSFERS			
31-390-000	CONTRIBUTIONS & TRANSFERS	40,000	40,000
	Total CONTRIBUTIONS & TRANSFERS:	40,000	40,000
FUND BALANCE APPROPRIATION			
31-399-000	FUND BALANCE APPROPRIATION	.00	36,500
	Total FUND BALANCE APPROPRIATION:	.00	36,500
EXPENDITURES			
31-400-000	EXPENDITURES	77,000	77,000
	Total EXPENDITURES:	77,000	77,000
	POLICE SALES TAX BOND 2009 Revenue Total:	40,500	77,000
	POLICE SALES TAX BOND 2009 Expenditure Total:	77,000	77,000
	Net Total POLICE SALES TAX BOND 2009:	36,500-	.00

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
SALES TAX REVENUE BOND - 2005			
INTEREST			
32-360-000	INTEREST	50	.00
	Total INTEREST:	50	.00
CONTRIBUTIONS & TRANSFERS			
32-390-000	CONTRIBUTIONS & TRANSFERS	98,300	.00
	Total CONTRIBUTIONS & TRANSFERS:	98,300	.00
FUND BALANCE APPROPRIATION			
32-399-000	FUND BALANCE APPROPRIATION	.00	.00
	Total FUND BALANCE APPROPRIATION:	.00	.00
EXPENDITURES			
32-400-000	EXPENDITURES	110,750	.00
	Total EXPENDITURES:	110,750	.00
	SALES TAX REVENUE BOND - 2005 Revenue Total:	98,350	.00
	SALES TAX REVENUE BOND - 2005 Expenditure Total:	110,750	.00
	Net Total SALES TAX REVENUE BOND - 2005 :	12,400-	.00

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
G.O. BOND 2003 PARK/ L.S.			
TAXES			
33-310-000	TAXES	232,000	198,500
	Total TAXES:	232,000	198,500
INTEREST			
33-360-000	INTEREST	100	100
	Total INTEREST:	100	100
EXPENDITURES			
33-400-000	EXPENDITURES	232,200	198,600
	Total EXPENDITURES:	232,200	198,600
	G.O. BOND 2003 PARK/ L.S. Revenue Total:	232,100	198,600
	G.O. BOND 2003 PARK/ L.S. Expenditure Total:	232,200	198,600
	Net Total G.O. BOND 2003 PARK/ L.S.:	100-	.00

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
2007, 2009 BLDGS G.O. BOND			
TAXES			
34-310-000	TAXES	416,000	426,000
	Total TAXES:	416,000	426,000
INTEREST			
34-360-000	INTEREST	100	100
	Total INTEREST:	100	100
EXPENDITURES			
34-400-000	EXPENDITURES	418,000	426,000
	Total EXPENDITURES:	418,000	426,000
FUND BALANCE INCREASE			
34-999-000	FUND BALANCE INCREASE	.00	100
	Total FUND BALANCE INCREASE:	.00	100
	2007, 2009 BLDGS G.O. BOND Revenue Total:	416,100	426,100
	2007, 2009 BLDGS G.O. BOND Expenditure Total:	418,000	426,100
	Net Total 2007, 2009 BLDGS G.O. BOND:	1,900-	.00

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
2015 G.O. PARK BOND			
TAXES			
35-310-000	TAXES	.00	164,000
	Total TAXES:	.00	164,000
INTEREST			
35-360-000	INTEREST	.00	50
	Total INTEREST:	.00	50
EXPENDITURES			
35-400-000	EXPENDITURES	.00	163,785
	Total EXPENDITURES:	.00	163,785
FUND BALANCE INCREASE			
35-999-000	FUND BALANCE INCREASE	.00	285
	Total FUND BALANCE INCREASE:	.00	285
	2015 G.O. PARK BOND Revenue Total:	.00	164,050
	2015 G.O. PARK BOND Expenditure Total:	.00	164,050
	Net Total 2015 G.O. PARK BOND:	.00	.00

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
GOVT BUILDINGS IMPROV/OTHER			
GRANTS			
37-330-000	GRANTS	2,500	.00
Total GRANTS:		2,500	.00
IMPACT FEES			
37-351-000	IMPACT FEES	40,000	29,000
Total IMPACT FEES:		40,000	29,000
INTEREST			
37-360-000	INTEREST	600	500
Total INTEREST:		600	500
CONTRIBUTIONS & TRANSFERS			
37-390-000	CONTRIBUTIONS & TRANSFERS	20,350	400
Total CONTRIBUTIONS & TRANSFERS:		20,350	400
FUND BALANCE APPROPRIATION			
37-399-000	FUND BALANCE APPROPRIATION	.00	10,100
Total FUND BALANCE APPROPRIATION:		.00	10,100
EXPENDITURES			
37-400-000	EXPENDITURES	40,000	40,000
Total EXPENDITURES:		40,000	40,000
STUDIES/REPORTS			
37-624-000	STUDIES/REPORTS	20,000	.00
Total STUDIES/REPORTS:		20,000	.00
HISTORIC PRESERVATION COSTS			
37-628-000	HISTORIC PRESERVATION COSTS	10,000	.00
Total HISTORIC PRESERVATION COSTS:		10,000	.00
FUND BALANCE INCREASE			
37-999-000	FUND BALANCE INCREASE	450	.00
Total FUND BALANCE INCREASE:		450	.00
GOVT BUILDINGS IMPROV/OTHER Revenue Total:		63,450	40,000
GOVT BUILDINGS IMPROV/OTHER Expenditure Total:		70,450	40,000
Net Total GOVT BUILDINGS IMPROV/OTHER:		7,000-	.00

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
CAPITAL STREET IMPROVEMENTS			
IMPACT FEES			
38-351-000	IMPACT FEES	300,000	259,035
Total IMPACT FEES:		300,000	259,035
INTEREST			
38-360-000	INTEREST	3,000	3,000
Total INTEREST:		3,000	3,000
CONTRIBUTIONS & TRANSFERS			
38-390-000	CONTRIBUTIONS & TRANSFERS	1,029,000	816,178
Total CONTRIBUTIONS & TRANSFERS:		1,029,000	816,178
FUND BALANCE APPROPRIATION			
38-399-000	FUND BALANCE APPROPRIATION	.00	132,965
Total FUND BALANCE APPROPRIATION:		.00	132,965
EXPENDITURES			
38-400-000	EXPENDITURES	384,400	243,000
Total EXPENDITURES:		384,400	243,000
MAJOR PROJECTS			
38-600-000	MAJOR PROJECTS	189,000	152,000
Total MAJOR PROJECTS:		189,000	152,000
RESTRICTED - CLASS C			
38-650-000	RESTRICTED - CLASS C	457,000	441,178
Total RESTRICTED - CLASS C:		457,000	441,178
IMPACT FEE PROJECTS			
38-720-000	IMPACT FEE PROJECTS	238,600	375,000
Total IMPACT FEE PROJECTS:		238,600	375,000
FUND BALANCE INCREASE			
38-999-000	FUND BALANCE INCREASE	.00	.00
Total FUND BALANCE INCREASE:		.00	.00
CAPITAL STREET IMPROVEMENTS Revenue Total:		1,332,000	1,211,178
CAPITAL STREET IMPROVEMENTS Expenditure Total:		1,269,000	1,211,178
Net Total CAPITAL STREET IMPROVEMENTS:		63,000	.00

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
CAPITAL EQUIPMENT FUND			
INTEREST			
39-360-000	INTEREST	100	100
	Total INTEREST:	100	100
LOAN & BOND PROCEEDS			
39-380-000	LOAN & BOND PROCEEDS	.00	129,000
	Total LOAN & BOND PROCEEDS:	.00	129,000
CONTRIBUTIONS & TRANSFERS			
39-390-000	CONTRIBUTIONS & TRANSFERS	271,000	285,200
	Total CONTRIBUTIONS & TRANSFERS:	271,000	285,200
POLICE EXPENDITURES			
39-662-000	POLICE EXPENDITURES	136,000	94,200
	Total POLICE EXPENDITURES:	136,000	94,200
FIRE EXPENDITURES			
39-664-000	FIRE EXPENDITURES	89,000	100,000
	Total FIRE EXPENDITURES:	89,000	100,000
PUBLIC WORKS EXPENDITURES			
39-665-000	PUBLIC WORKS EXPENDITURES	46,000	200,000
	Total PUBLIC WORKS EXPENDITURES:	46,000	200,000
FUND BALANCE INCREASE			
39-999-000	FUND BALANCE INCREASE	.00	20,100
	Total FUND BALANCE INCREASE:	.00	20,100
	CAPITAL EQUIPMENT FUND Revenue Total:	271,100	414,300
	CAPITAL EQUIPMENT FUND Expenditure Total:	271,000	414,300
	Net Total CAPITAL EQUIPMENT FUND:	100	.00

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
PARK IMPROVEMENT FUND			
IMPACT FEES			
42-351-000	IMPACT FEES	491,000	700,000
Total IMPACT FEES:		491,000	700,000
INTEREST			
42-380-000	INTEREST	3,000	3,000
Total INTEREST:		3,000	3,000
MISCELLANEOUS REVENUE			
42-361-000	MISCELLANEOUS REVENUE	15,000	.00
Total MISCELLANEOUS REVENUE:		15,000	.00
LOAN & BOND PROCEEDS			
42-380-000	LOAN & BOND PROCEEDS	6,087,000	3,500,000
Total LOAN & BOND PROCEEDS:		6,087,000	3,500,000
CONTRIBUTIONS & TRANSFERS			
42-390-000	CONTRIBUTIONS & TRANSFERS	76,600	12,100
Total CONTRIBUTIONS & TRANSFERS:		76,600	12,100
FUND BALANCE APPROPRIATION			
42-399-000	FUND BALANCE APPROPRIATION	.00	4,610,216
Total FUND BALANCE APPROPRIATION:		.00	4,610,216
EXPENDITURES			
42-400-000	EXPENDITURES	68,000	32,000
Total EXPENDITURES:		68,000	32,000
LOANS & TRANSFERS			
42-405-000	LOANS & TRANSFERS	189,216	189,216
Total LOANS & TRANSFERS:		189,216	189,216
FESTIVAL BOARD ENHANCEMENTS			
42-710-000	FESTIVAL BOARD ENHANCEMENTS	2,100	2,100
Total FESTIVAL BOARD ENHANCEMENTS:		2,100	2,100
CHERRY HILL NEIGHBORHOOD PARK			
42-890-000	CHERRY HILL NEIGHBORHOOD PARK	2,000	2,000
Total CHERRY HILL NEIGHBORHOOD PARK:		2,000	2,000
CEMETERY			
42-895-000	CEMETERY	.00	40,000

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
Total CEMETERY:		.00	40,000
MISCELLANEOUS TRAILS			
42-896-000	MISCELLANEOUS TRAILS	55,000	20,000
Total MISCELLANEOUS TRAILS:		55,000	20,000
SHEPARD PARK			
42-900-000	SHEPARD PARK	.00	.00
Total SHEPARD PARK:		.00	.00
FORBUSH PARK			
42-920-000	FORBUSH PARK	2,000	.00
Total FORBUSH PARK:		2,000	.00
MOON NEIGHBORHOOD PARK			
42-930-000	MOON NEIGHBORHOOD PARK	.00	.00
Total MOON NEIGHBORHOOD PARK:		.00	.00
SOUTH FARMINGTON PARK			
42-960-000	SOUTH FARMINGTON PARK	5,500	.00
Total SOUTH FARMINGTON PARK:		5,500	.00
650 WEST PARK			
42-980-000	650 WEST PARK	830,000	8,440,000
Total 650 WEST PARK:		830,000	8,440,000
1100 W GLOVERS PARK			
42-990-000	1100 W GLOVERS PARK	175,000	100,000
Total 1100 W GLOVERS PARK:		175,000	100,000
FUND BALANCE INCREASE			
42-999-000	FUND BALANCE INCREASE	.00	.00
Total FUND BALANCE INCREASE:		.00	.00
PARK IMPROVEMENT FUND Revenue Total:		6,672,600	8,825,316
PARK IMPROVEMENT FUND Expenditure Total:		1,328,816	8,825,316
Net Total PARK IMPROVEMENT FUND:		5,343,784	.00

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
CAPITAL FIRE FUND			
IMPACT FEES			
43-351-000	IMPACT FEES	26,680	26,680
	Total IMPACT FEES:	26,680	26,680
INTEREST			
43-380-000	INTEREST	2,000	1,000
	Total INTEREST:	2,000	1,000
LOAN & BOND PROCEEDS			
43-380-000	LOAN & BOND PROCEEDS	500,000	.00
	Total LOAN & BOND PROCEEDS:	500,000	.00
FUND BALANCE APPROPRIATION			
43-399-000	FUND BALANCE APPROPRIATION	.00	189,708
	Total FUND BALANCE APPROPRIATION:	.00	189,708
EXPENDITURES			
43-400-000	EXPENDITURES	1,029,000	217,388
	Total EXPENDITURES:	1,029,000	217,388
FUND BALANCE INCREASE			
43-999-000	FUND BALANCE INCREASE	.00	.00
	Total FUND BALANCE INCREASE:	.00	.00
	CAPITAL FIRE FUND Revenue Total:	528,680	217,388
	CAPITAL FIRE FUND Expenditure Total:	1,029,000	217,388
	Net Total CAPITAL FIRE FUND:	500,320-	.00

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
CEMETERY PERPETUAL FUND			
REVENUE			
48-305-000	REVENUE	8,000	8,000
	Total REVENUE:	8,000	8,000
INTEREST			
48-360-000	INTEREST	1,000	1,000
	Total INTEREST:	1,000	1,000
EXPENDITURES			
48-400-000	EXPENDITURES	1,000	1,000
	Total EXPENDITURES:	1,000	1,000
FUND BALANCE INCREASE			
48-999-000	FUND BALANCE INCREASE	.00	8,000
	Total FUND BALANCE INCREASE:	.00	8,000
	CEMETERY PERPETUAL FUND Revenue Total:	8,000	9,000
	CEMETERY PERPETUAL FUND Expenditure Total:	1,000	9,000
	Net Total CEMETERY PERPETUAL FUND:	8,000	.00

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
WATER FUND			
IMPACT FEES			
51-351-000	IMPACT FEES	386,425	346,788
	Total IMPACT FEES:	386,425	346,788
INTEREST			
51-360-000	INTEREST	9,000	9,000
	Total INTEREST:	9,000	9,000
MISCELLANEOUS REVENUE			
51-361-000	MISCELLANEOUS REVENUE	16,000	15,000
	Total MISCELLANEOUS REVENUE:	16,000	15,000
ENTERPRISE REVENUE			
51-370-000	ENTERPRISE REVENUE	1,905,000	1,935,000
	Total ENTERPRISE REVENUE:	1,905,000	1,935,000
EXPENDITURES			
51-400-000	EXPENDITURES	1,899,935	1,998,616
	Total EXPENDITURES:	1,899,935	1,998,616
NON-OPERATING EXPENDITURES			
51-402-000	NON-OPERATING EXPENDITURES	213,250	163,000
	Total NON-OPERATING EXPENDITURES:	213,250	163,000
LOANS & TRANSFERS			
51-405-000	LOANS & TRANSFERS	10,000	10,000
	Total LOANS & TRANSFERS:	10,000	10,000
MISC. OPERATION CAPITAL PROJ.			
51-700-000	MISC. OPERATION CAPITAL PROJ.	614,000	670,000
	Total MISC. OPERATION CAPITAL PROJ.:	614,000	670,000
MISC. IMPACT FEE PROJECTS			
51-701-000	MISC. IMPACT FEE PROJECTS	.00	30,000
	Total MISC. IMPACT FEE PROJECTS:	.00	30,000
WELL IMPROVEMENTS			
51-760-000	WELL IMPROVEMENTS	120,000	1,250,000
	Total WELL IMPROVEMENTS:	120,000	1,250,000
TELEMETRY SYSTEM			
51-762-000	TELEMETRY SYSTEM	70,000	70,000

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
	Total TELEMTERY SYSTEM:	70,000	70,000
RESERVOIRS			
51-770-000	RESERVOIRS	10,000	200,000
	Total RESERVOIRS:	10,000	200,000
	WATER FUND Revenue Total:	2,316,425	2,305,788
	WATER FUND Expenditure Total:	2,937,185	4,391,616
	Net Total WATER FUND:	620,760-	2,085,828-

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
SEWER FUND			
C.D.S.D. FEES			
52-352-000	C.D.S.D. FEES	.00	.00
Total C.D.S.D. FEES:		.00	.00
INTEREST			
52-360-000	INTEREST	2,000	2,000
Total INTEREST:		2,000	2,000
ENTERPRISE REVENUE			
52-370-000	ENTERPRISE REVENUE	1,470,000	1,605,000
Total ENTERPRISE REVENUE:		1,470,000	1,605,000
EXPENDITURES			
52-400-000	EXPENDITURES	1,450,524	1,583,054
Total EXPENDITURES:		1,450,524	1,583,054
NON-OPERATING EXPENDITURES			
52-402-000	NON-OPERATING EXPENDITURES	80,000	.00
Total NON-OPERATING EXPENDITURES:		80,000	.00
SEWER FUND Revenue Total:		1,472,000	1,607,000
SEWER FUND Expenditure Total:		1,530,524	1,583,054
Net Total SEWER FUND:		58,524-	23,946

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
GARBAGE FUND			
INTEREST			
53-360-000	INTEREST	1,500	1,500
	Total INTEREST:	1,500	1,500
ENTERPRISE REVENUE			
53-370-000	ENTERPRISE REVENUE	1,200,000	1,220,000
	Total ENTERPRISE REVENUE:	1,200,000	1,220,000
EXPENDITURES			
53-400-000	EXPENDITURES	1,143,798	1,174,019
	Total EXPENDITURES:	1,143,798	1,174,019
NON-OPERATING EXPENDITURES			
53-402-000	NON-OPERATING EXPENDITURES	183,800	57,000
	Total NON-OPERATING EXPENDITURES:	183,800	57,000
	GARBAGE FUND Revenue Total:	1,201,500	1,221,500
	GARBAGE FUND Expenditure Total:	1,327,598	1,231,019
	Net Total GARBAGE FUND:	126,098-	9,519-

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
STORM WATER UTILITY FUND			
IMPACT FEES			
54-351-000	IMPACT FEES	291,438	130,649
	Total IMPACT FEES:	291,438	130,649
INTEREST			
54-360-000	INTEREST	6,000	6,000
	Total INTEREST:	6,000	6,000
MISCELLANEOUS REVENUE			
54-361-000	MISCELLANEOUS REVENUE	88,200	.00
	Total MISCELLANEOUS REVENUE:	88,200	.00
ENTERPRISE REVENUE			
54-370-000	ENTERPRISE REVENUE	710,000	730,000
	Total ENTERPRISE REVENUE:	710,000	730,000
LOAN & BOND PROCEEDS			
54-380-000	LOAN & BOND PROCEEDS	145,000	.00
	Total LOAN & BOND PROCEEDS:	145,000	.00
EXPENDITURES			
54-400-000	EXPENDITURES	690,490	802,428
	Total EXPENDITURES:	690,490	802,428
NON-OPERATING EXPENDITURES			
54-402-000	NON-OPERATING EXPENDITURES	705,000	252,000
	Total NON-OPERATING EXPENDITURES:	705,000	252,000
LOANS & TRANSFERS			
54-405-000	LOANS & TRANSFERS	100,000	20,000
	Total LOANS & TRANSFERS:	100,000	20,000
IMPACT FEE PROJECTS			
54-701-000	IMPACT FEE PROJECTS	380,000	260,000
	Total IMPACT FEE PROJECTS:	380,000	260,000
	STORM WATER UTILITY FUND Revenue Total:	1,240,638	866,649
	STORM WATER UTILITY FUND Expenditure Total:	1,875,490	1,334,428
	Net Total STORM WATER UTILITY FUND:	634,852-	467,779-

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
AMBULANCE SERVICE			
GRANTS			
55-330-000	GRANTS	2,000	.00
Total GRANTS:		2,000	.00
INTEREST			
55-360-000	INTEREST	1,500	1,500
Total INTEREST:		1,500	1,500
ENTERPRISE REVENUE			
55-370-000	ENTERPRISE REVENUE	466,000	475,000
Total ENTERPRISE REVENUE:		466,000	475,000
MISCELLANEOUS REVENUE			
55-375-000	MISCELLANEOUS REVENUE	178,000-	178,000-
Total MISCELLANEOUS REVENUE:		178,000-	178,000-
EXPENDITURES			
55-400-000	EXPENDITURES	344,214	362,677
Total EXPENDITURES:		344,214	362,677
NON-OPERATING EXPENDITURES			
55-402-000	NON-OPERATING EXPENDITURES	22,000	165,000
Total NON-OPERATING EXPENDITURES:		22,000	165,000
AMBULANCE SERVICE Revenue Total:		291,500	298,500
AMBULANCE SERVICE Expenditure Total:		366,214	527,677
Net Total AMBULANCE SERVICE:		74,714-	229,177-

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
RECREATION FUND			
GENERAL ADMINISTRATION REVENUE			
60-362-000	GENERAL ADMINISTRATION REVENUE	419,800	456,263
	Total GENERAL ADMINISTRATION REVENUE:	419,800	456,263
SOCCER REVENUE			
60-363-000	SOCCER REVENUE	77,600	77,500
	Total SOCCER REVENUE:	77,600	77,500
LITTLE LEAGUE FOOTBALL REVENUE			
60-365-000	LITTLE LEAGUE FOOTBALL REVENUE	36,900	31,100
	Total LITTLE LEAGUE FOOTBALL REVENUE:	36,900	31,100
YOUTH BASKETBALL REVENUE			
60-366-000	YOUTH BASKETBALL REVENUE	52,800	54,000
	Total YOUTH BASKETBALL REVENUE:	52,800	54,000
MISCELLANEOUS PROGRAMS REVENUE			
60-367-000	MISCELLANEOUS PROGRAMS REVENUE	36,700	52,175
	Total MISCELLANEOUS PROGRAMS REVENUE:	36,700	52,175
TENNIS REVENUE			
60-368-000	TENNIS REVENUE	18,500	18,000
	Total TENNIS REVENUE:	18,500	18,000
SWIMMING POOL REVENUE			
60-389-000	SWIMMING POOL REVENUE	252,200	275,100
	Total SWIMMING POOL REVENUE:	252,200	275,100
GENERAL ADMIN. EXPENDITURES			
60-810-000	GENERAL ADMIN. EXPENDITURES	426,300	460,763
	Total GENERAL ADMIN. EXPENDITURES:	426,300	460,763
SOCCER EXPENDITURES			
60-820-000	SOCCER EXPENDITURES	80,200	78,700
	Total SOCCER EXPENDITURES:	80,200	78,700
FOOTBALL EXPENDITURES			
60-860-000	FOOTBALL EXPENDITURES	31,800	28,050
	Total FOOTBALL EXPENDITURES:	31,800	28,050
YOUTH BASKETBALL EXPENDITURES			
60-870-000	YOUTH BASKETBALL EXPENDITURES	49,100	52,200

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
Total YOUTH BASKETBALL EXPENDITURES:		49,100	52,200
MISC. PROGRAMS EXPENDITURES			
60-880-000	MISC. PROGRAMS EXPENDITURES	30,200	43,200
Total MISC. PROGRAMS EXPENDITURES:		30,200	43,200
TENNIS EXPENDITURES			
60-890-000	TENNIS EXPENDITURES	15,600	15,100
Total TENNIS EXPENDITURES:		15,600	15,100
SWIMMING POOL EXPENDITURES			
60-894-000	SWIMMING POOL EXPENDITURES	259,400	288,900
Total SWIMMING POOL EXPENDITURES:		259,400	288,900
RECREATION FUND Revenue Total:		894,500	964,138
RECREATION FUND Expenditure Total:		892,600	966,913
Net Total RECREATION FUND:		1,900	2,775-

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
SPECIAL EVENTS FUND			
INTEREST			
67-360-000	INTEREST	300	300
	Total INTEREST:	300	300
FESTIVAL DAYS REVENUES			
67-371-000	FESTIVAL DAYS REVENUES	49,350	45,800
	Total FESTIVAL DAYS REVENUES:	49,350	45,800
SCHOLARSHIP PAGEANT REVENUES			
67-373-000	SCHOLARSHIP PAGEANT REVENUES	13,400	10,400
	Total SCHOLARSHIP PAGEANT REVENUES:	13,400	10,400
PERFORMING ARTS REVENUES			
67-374-000	PERFORMING ARTS REVENUES	39,300	27,800
	Total PERFORMING ARTS REVENUES:	39,300	27,800
FESTIVAL DAYS EXPENDITURES			
67-450-000	FESTIVAL DAYS EXPENDITURES	56,650	48,550
	Total FESTIVAL DAYS EXPENDITURES:	56,650	48,550
SCHOLARSHIP PAGEANT EXPEND.			
67-453-000	SCHOLARSHIP PAGEANT EXPEND.	10,560	10,050
	Total SCHOLARSHIP PAGEANT EXPEND.:	10,560	10,050
PERFORMING ARTS EXPENDITURES			
67-454-000	PERFORMING ARTS EXPENDITURES	34,900	23,800
	Total PERFORMING ARTS EXPENDITURES:	34,900	23,800
	SPECIAL EVENTS FUND Revenue Total:	102,350	84,300
	SPECIAL EVENTS FUND Expenditure Total:	102,110	82,400
	Net Total SPECIAL EVENTS FUND:	240	1,900

Account Number	Account Title	2014-15 Modified Budget	2015-16 Recommend Budget
SPECIAL IMPROVE DIST 2003-1			
INTEREST			
83-360-000	INTEREST	100	100
Total INTEREST:		100	100
SID REVENUE			
83-381-000	SID REVENUE	17,000	12,000
Total SID REVENUE:		17,000	12,000
FUND BALANCE APPROPRIATION			
83-399-000	FUND BALANCE APPROPRIATION	.00	27,900
Total FUND BALANCE APPROPRIATION:		.00	27,900
EXPENDITURES			
83-400-000	EXPENDITURES	39,600	40,000
Total EXPENDITURES:		39,600	40,000
SPECIAL IMPROVE DIST 2003-1 Revenue Total:		17,100	40,000
SPECIAL IMPROVE DIST 2003-1 Expenditure Total:		39,600	40,000
Net Total SPECIAL IMPROVE DIST 2003-1		22,500-	.00

CITY COUNCIL AGENDA

For Council Meeting:
May 5, 2015

SUBJECT: Street-Cross Section Proposal for 300 South Street

ACTION TO BE CONSIDERED:

See enclosed staff report for recommendation.

GENERAL INFORMATION:

See attached 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: May 5, 2015

SUBJECT: **STREET-CROSS SECTION PROPOSAL FOR 300 SOUTH STREET**

RECOMMENDATION

As per Section 12-8-100 of the Subdivision Ordinance, move that the City Council modify the 300 South street cross section as proposed on the attached drawings subject to increasing the width of the sidewalk from 6 to 10 feet on the north side of the street and widening the asphalt to accommodate a free right hand turn lane exiting the site if necessary in the future.

Findings:

1. The adjacent property owners requested no sidewalk on the south side of the streets in order to make it less inviting for the passerby to interact with their horses.
2. Both the City and the property owners want to restrict on-street parking and desire to narrow the front of curb to front of curb pavement width from 32 feet to 26 feet to calm and slow traffic speeds.
3. The 26 foot wide pavement width is required by fire code.
4. Sidewalk is still proposed on the north side of the street, but the Parks Department is proposing that the City widen the sidewalk from 4 feet to 6 feet; therefore, they are proposing that the City install the sidewalk at back of curb with no part strip. The issues related to this sidewalk location will be discussed in further detail at the Council meeting.
5. The street width is 60 feet for much of the length of Lot 2 of the McBride Subdivision, but then abruptly narrows to 30 feet for the remaining frontage of this lot and Lot 3.

BACKGROUND

300 South Street connects to 650 West and abuts the south boundary of the City’s regional park next to the site of the gym, and also provides access to Lots 2 and 3 of the McBride Subdivision. It is identified as a local street on the City’s Master Transportation Plan, the standard cross section of which is attached to this report. It is proposed that the City modify the cross section as illustrated on the attached park plans subject to the motion above.

Supplementary Information

- 1. Vicinity map.
- 2. Proposed plans regarding the 300 South area of the future park.
- 3. Standard local street cross section.
- 4. Section 12-8-100 of the Subdivision Ordinance.

Respectively Submitted

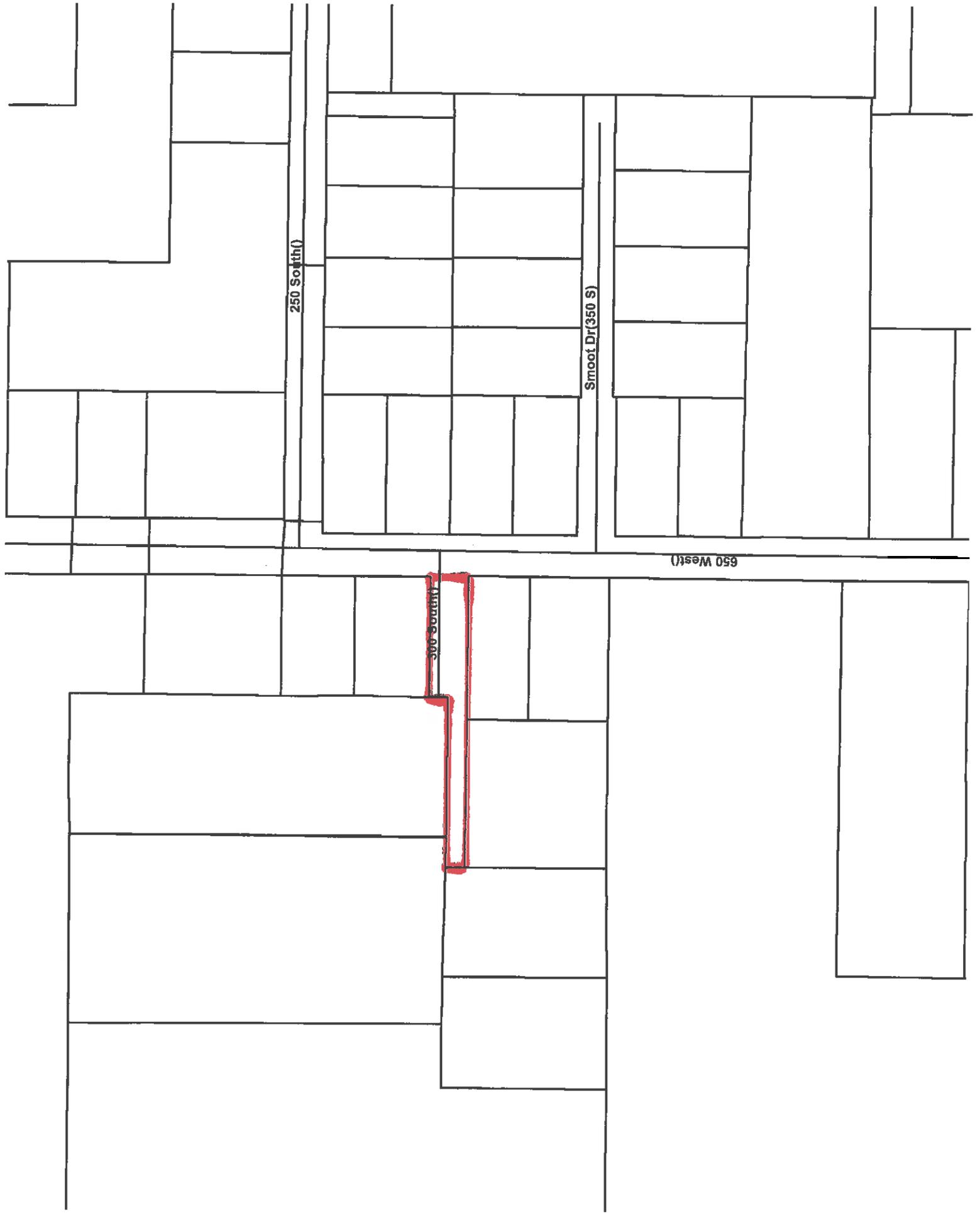


David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager



250 South()

Smoot Dr(350 S)

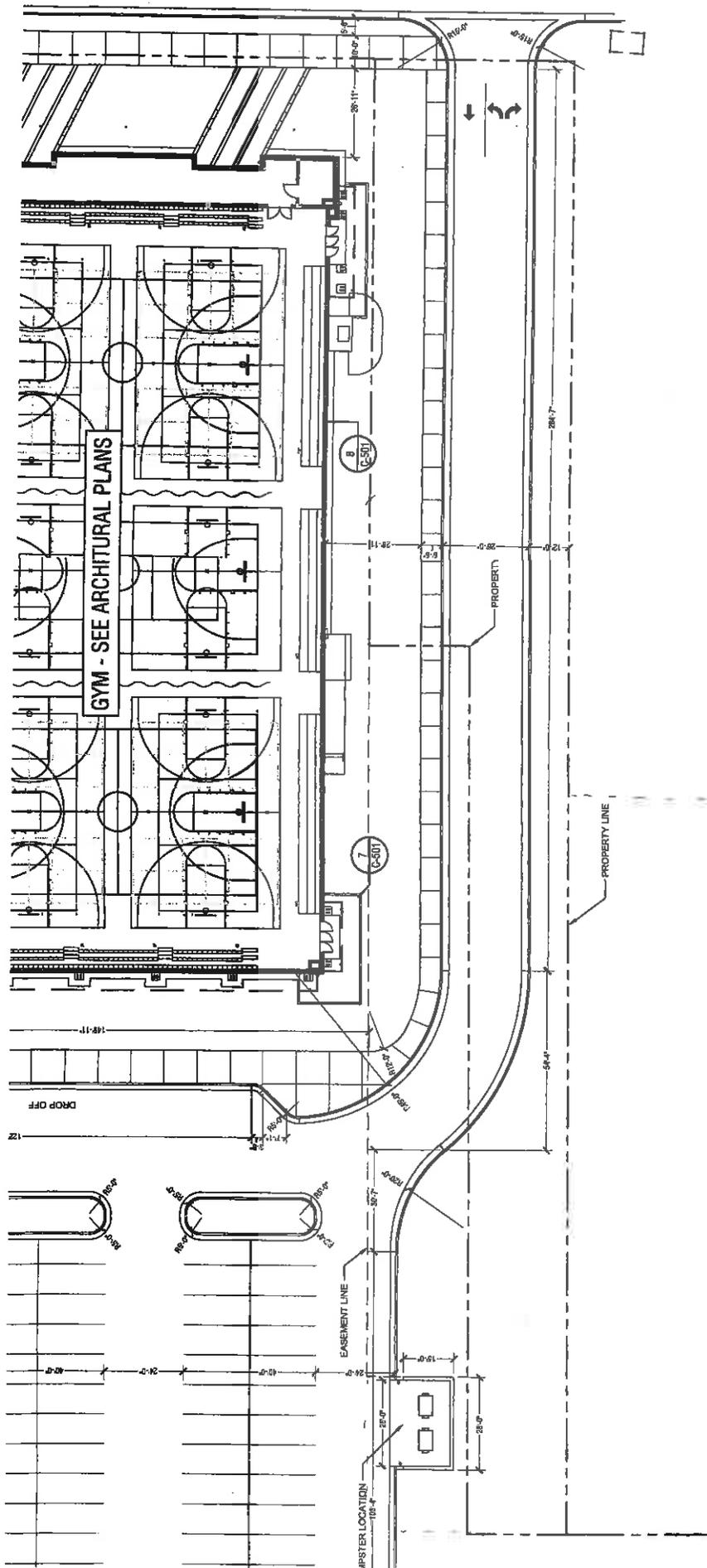
650 West()

300 South()

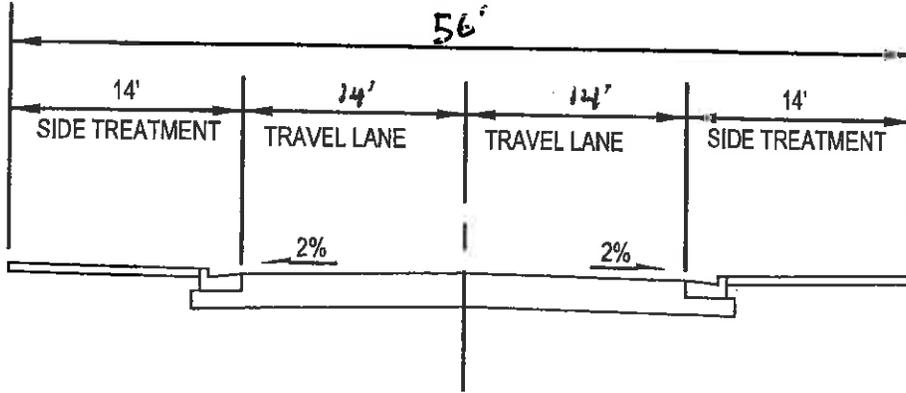


FARMINGTON GYMNASIUM 1 AND PLAY FIELDS
Farmington, UT



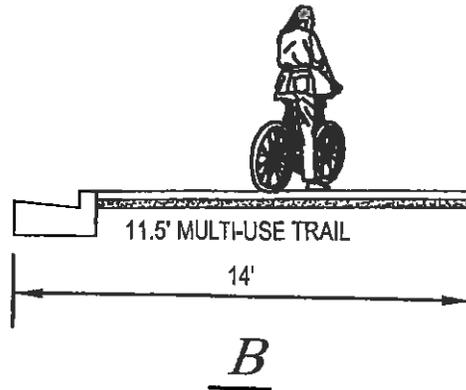
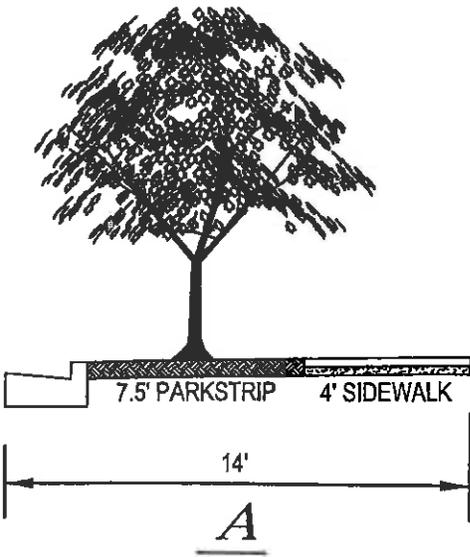


LOCAL



55-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.

CITY COUNCIL AGENDA

For Council Meeting:
May 5, 2015

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

1. Consultant Selection for the Meadow View Detention Basin Army Core of Engineers Violation Mitigation
2. Change Order for Engineering and Construction for the Park Lane Storm Drain Project
3. Cabelas Improvements Agreement
4. Tuscany Grove Improvements Agreement
5. Parkwalk Downs Improvements Agreement
6. Avenues at the Station Phase II Final Plat
7. Kestrel Bay Townhomes Final Plat
8. Discussion of Jeppson Flag Lot/Trail
9. Approval of Minutes from City Council meeting held April 14, 2015
10. Approval of Minutes from City Council meeting held April 21, 2015

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



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: May 5, 2015
SUBJECT: **CONSULTANT SELECTION FOR THE MEADOW VIEW DETENTION
BASIN ARMY CORE OF ENGINEERS VIOLATION MITIGATION**

RECOMMENDATION

Approve Stantec Consulting Services to perform after the fact permits for the Meadow View Detention Basin. Staff recommends awarding the project to Stantec for the amount in the proposal of \$13,200 and an additional \$8,000 for potential design fees to be paid from the Storm Drain Impact Fee account.

BACKGROUND

Approximately 2 years ago the Meadow View Detention Basin was constructed with conjunction of phase 1 of the Meadow View Subdivision. An existing irrigation ditch that is no longer in use runs through the basin. The ditch now carries storm water and ground water from land drain systems. The Army Core of Engineers (ACOE) informed the City that during construction a small amount of wetlands were destroyed and that the City would have to do after the fact permits to avoid having the EPA contacted and penalties assessed. Stantec will be hired to delineate the wetlands and prepare the permits. After the permits are approved by the ACOE additional mitigation may be needed.

SUPPLEMENTAL INFORMATION

1. Proposal

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager



Stantec Consulting Services Inc.
3915 South 21st East, Suite 200
Salt Lake City, Utah 84119

April 22, 2015

Attention: Mr. Chad Boshell
Farmington City – City Engineer
720 West 100 North
Farmington, Utah 84025

RE: Proposal for Farmington Ranches Phase 5 Trail and the Meadow View Detention Basin After the Fact Permits located in Farmington, Utah

Dear Mr. Boshell:

Stantec Consulting Services Inc. is pleased to present this proposal to provide wetland consulting services to assist with preparation of the After the Fact Permits required by the US Army Corps of Engineers for impacts to wetlands that resulted from construction of the Farmington Ranches Phase 5 Trail and the Meadow View Detention Basin located in Farmington, Utah.

Stantec proposes to conduct a Wetland Delineation on the Farmington Ranches Phase 5 Trail and the Meadow View Detention Basin properties to determine the extent of wetlands that have been impacted by these projects. Following the delineation, a Nationwide Permit and Restoration Plan will be prepared and submitted to the US Army Corps of Engineers for the trail. If the trail is relocated to an upland area a permit may not be required; however, a Restoration Plan will need to be submitted to the USACE.

Based on preliminary information, it is assumed that an Individual Permit will not be required for these impacts, and a Nationwide Permit 32 will be required for the Meadow View Detention Basin. A site visit will be conducted with Farmington City and the USACE to review restoration options that will be acceptable to the USACE. Once the coordination with Farmington City and the USACE is complete, a more detailed scope and fee can be provided to develop a work plan for the detention basin area. This may include a survey of the area, a restoration plan and detailed design drawings for structures.

We look forward to moving ahead with you on this project. Once you have had a chance to review our proposal, please let us know if you have any questions or comments.

Regards,

Stantec Consulting Services Inc.

Whitney McReynolds, PE, CPESC
Project Manager

Peter Duberow, PE
Senior Associate



Scope of Services

TASK I: WETLAND DELINEATION

Portions of the existing wetlands located on the Farmington Ranches Phase 5 Trail and the Meadow View Detention Basin project sites have already been impacted by construction activities. In undisturbed areas, Stantec will use the standard guidance for evaluation of wetlands and waterbodies (three parameter approach) as outlined in the 1987 Corps Wetland Delineation Manual as well as the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0, September 2008). The field work is dependent on the weather, vegetation and water table conditions on the site and will require one day to complete. For the disturbed areas, older aerial photographs and additional information available from the USACE will be used to delineate the preexisting wetland boundary.

A draft wetland delineation report will be compiled within fourteen days of survey completion and will be submitted to Farmington City for review. Upon acceptance of the draft report, a final report will be prepared and submitted to USACE for review. Deliverables for the above listed work are the Wetland Delineation Report including detailed maps and field data sheets. This task includes one meeting with Farmington City on site. Regulatory coordination and/or requests for additional information beyond that included in our standard wetland report will be completed as authorized by the Client as an extra service.

This task will be completed on a time and materials basis not to exceed \$4,200.00.

TASK III: AFTER THE FACT NATIONWIDE PERMIT FOR FARMINGTON RANCHES PHASE 5 TRAIL

It is assumed that impacts resulting from the existing trail and the proposed relocation will be less than 0.1-acres and a Section 404 Nationwide Permit will be required. The Permit application will include:

- o Agency coordination
- o Project purpose and need
- o Project description and impacts
- o Avoidance and Minimization Statement
- o Threatened and endangered species inventory (more detailed surveys may be requested by USACE)
- o Cultural Resource Inventory (literature search only - as requested by USACE)
- o Site Plan exhibiting proposed trail relocation
- o Restoration Plan

If the trail is relocated to an upland area a permit may not be required; however a Restoration Plan will need to be submitted to the USACE. Off-site mitigation for trail impacts is not included in this fee.

This task will be completed on a time and materials basis not to exceed \$4,000.00.



It is assumed that a Section 404 Nationwide Permit 32 will be required for impacts resulting from construction of the Meadow View Detention Basin and an Individual Permit will not be pursued. Two site visits will be conducted with Farmington City to review restoration options that will be acceptable to the USACE. It is assumed that a USACE project manager will attend at least one of the site visits. A Nationwide Permit 32 application will be prepared and will include:

- o Coordination with USACE and Farmington City
- o Project purpose and need
- o Project description and impacts
- o Avoidance and Minimization Statement
- o Threatened and endangered species inventory (more detailed surveys may be requested by USACE)
- o Cultural Resource Inventory (literature search only - as requested by USACE)
- c Mitigation and restoration plans not included in this task

Detailed design drawings and restoration or mitigation plans will **not** be prepared as part of this task. Once the coordination with Farmington City and the USACE is complete, a more detailed scope and fee can be provided to develop a work plan for the detention basin area. This may include a survey of the area, a restoration plan and detailed design drawings for structures. This task includes two onsite meetings with Farmington City and the USACE and one meeting at the USACE office. The cultural resource inventory will be provided by subconsultant Logan Simpson Design.

This task will be completed on a time and materials basis not to exceed \$5,000.00.



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: May 5, 2015

SUBJECT: **CONSIDER APPROVAL OF CHANGE ORDER FOR ENGINEERING AND CONSTRUCTION FOR THE PARK LANE STORM DRAIN PROJECT**

RECOMMENDATION

Approve change orders for RJT the Park Lane Storm Drain contractor and JUB the engineers for the project. Below are additional amounts needed to cover current and future change orders and where the funds are to be paid from:

\$50,000 – Storm Drain Impact Fees – For the installation of the pipe and engineering.
\$55,000 – Storm Drain Impact Fees – For the design of the detention basin.

BACKGROUND

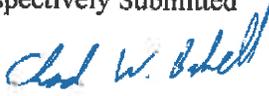
As the design of the Park Lane Storm Drain project progressed Cabela's expressed concern over the invert elevation of the line creating large material imports. To solve the problem Farmington City, Cabela's, and CenterCal agreed to lower the line to create a large siphon to drain the water with a pump at the end to empty the pipes. The additional costs to lower the line will be split between the three parties. The current change order is an increase to RJT's contract in the amount of \$96,640 with additional costs not having been billed for yet. RJT has completed installing the pipe and still needs to install the pump which is in the process of being ordered. The cost to lower the pipe has cost approximately \$130,000 with just over \$43,000 being the City's responsibility. When all the work is done and the costs finalized the City will bill Cabela's and CenterCal for their portion of the cost.

Part of this project was to design the detention basin in the property which is owned by the City south of Clark Lane. The original scope of work was to create a few small detention basins due to wetland constraints. After meeting with the Army Core of Engineers (ACOE) a different option of enhancing the wetlands has been proposed and received favorably. This option will greatly increase the detention capacity which will enhance development and alleviate the existing drainage system. The design of this option has exceeded the original cost and funds need to be allocated to continue the design of the project.

SUPPLEMENTAL INFORMATION

1. RJT Change Order
2. JUB Design Estimate

Respectively Submitted

A handwritten signature in blue ink that reads "Chad W. Boshell". The signature is written in a cursive style with a prominent initial "C".

Chad Boshell
City Engineer

Reviewed and Concur

A handwritten signature in blue ink that reads "Dave Millheim". The signature is written in a cursive style with a prominent initial "D".

Dave Millheim
City Manager

Change Order

No. 1

Date of Issuance: April 9, 2015

Effective Date: _____

Project: Park Lane Storm Drain Project	Owner: Farmington City	Owner's Contract No.:
Contract: Park Lane Storm Drain Project		Date of Contract: January 28, 2015
Contractor: RJT Excavating		Engineer's Project No.: 55-14-117

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Items associated with increased bury depth on pipe, additional traffic control, additional street sweeping, Cast-in-place structure changes

Attachments (list documents supporting change):

See attached supporting documentation from RJT

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$287,119.30

[Increase] from previously approved Change Orders No. 0 to No. 1:

0

Contract Price prior to this Change Order:

0

[Increase] of this Change Order:

\$96,640.00

Contract Price incorporating this Change Order:

\$383,759.30

Original Contract Times: Workingdays Calendar days

Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:

Substantial completion (days): _____
Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 4/9/2015

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



P.O. BOX 84
Willard, UT 84340

Invoice

Date	Invoice #
3/30/2015	3690

Bill To
Farmington City 720W 100N Farmington Utah 84025

P.O. No.	Terms	Project
	Nct 30	Park Lane Storm Drain

Quantity	Description	U/M	Rate	Amount
	Change Order			
1.904	Increase bury depth on RCP	LF		
1	Traffic Control	LS	35.00	66,640.00
1	Sweep Streets-daily swccoping due to excess dirt being stockpiled on streets	LS	1,000.00	1,000.00
			2,000.00	2,000.00
6	60" Storm Drain Manhole Risers- Increase by 5'	EA	500.00	3,000.00
0	Combo box increase by 5'- Removed for Conflict Box	EA	1,000.00	0.00
0	junction box increase by 5'- Str 7 changes to 6X6	EA	0.00	0.00
0	Shoring- included in labor price	EA	0.00	0.00
1	4x6 Box Structure 2 Change- Cast in Place- was bid 8" wall and one mat, changed to two mats with 10" wall	EA	7,500.00	7,500.00
1	6x6 Box Structure 7	EA	4,500.00	4,500.00
2	4X4 Conflict Storm Drain Box	EA	6,000.00	12,000.00
			Total	\$96,640.00

Phone #	Fax #
385-209-2055	801-546-8246



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

FOR
Contract Modification for Farmington Wetlands Basins
Farmington City
Attachment 1 – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PROJECT UNDERSTANDING

The objective of this project is to design a detention basin sized to contain as much volume allowable by the Corp of Engineers in the 26 Acre parcel for storm drainage. Work includes permits and plans with the Corps of Engineers for the impacted wetlands area. This project is supplemental to the Storm Drain piping project previously contracted with the City.

PART 1 - SCOPE OF SERVICES

- A. **Basic Services** - J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

Task 101 Siphon Plan Change and Pump Design
Lower the pipe elevations from the original design for the storm drain to the Cabela's site
Design the pump for draining the line after the storm

Task 102 Survey
Topographic survey of the property for berm locations at a 50 foot grid of the entire 25 acre parcel
Establish some type of survey control would be helpful for future reference of the project

Task 103 Geotechnical
JUB to coordinate with Geotechnical Consultant on:
Soils evaluation of upland soils for compatibility in the berm
Four groundwater monitoring wells
Also task 108 to include follow up documentation monitoring wells
Also task 107 to include compaction testing

Task 104 Corps of Engineers Permit
Aerial figure prepared for submission to the Corps
Prepare a Joint Application
Prepare a Conceptual Wetland Mitigation plan
Meet and correspond with the Corp on plan submission
Closeout documentation for the Corp following construction
Also task 107 to include vegetation monitoring

Task 105 Design Engineering

Details for berms; v-notch weirs; orifice plates; basin layout; grates; pipe trench and bentonite dike; Trail details
Design of hydrodynamic separator (Bay Saver)
Modeling of the basins for the 100 and 10 year events
Aerial Plans for the four basins and the pretreatment basin
Prepare Specifications and bid documents

Task 106 Bidding Services

Coordinate the Bid sync process;
Conduct the bid opening and tabulation;
Manage the contract documents.

Task 107 Construction Services

Review of compaction testing with the Geotechnical Firm
Perform field services including field observations
Construction staking for weirs and berms and wetlands delineation
Prepare Pay requests
Coordinate Change orders
Conduct weekly Progress meetings

Task 108 Monitoring

Annual vegetation monitoring and report to Corp (3 years)
Groundwater monitoring

Task 901 Geotechnical Services

Terracon will produce:
Soils evaluation of upland soils for compatibility in the berm
Four groundwater monitoring wells
Follow up documentation monitoring wells
Compaction testing

- B. **CLIENT's Responsibilities** - CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:
1. Storm water flow information for the area involved.
 2. Access to the property as needed.
 3. Authorizing signature and fees paid for Corps of Engineers submissions.

PART 2 - SCHEDULE OF SERVICES

- A. The following table summarizes the anticipated schedule for the Identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Following your Notice to Proceed, J-U-B will complete the work for the above mentioned scope of tasks 1-8 in by the end of 2014 as discussed (assuming Notice to Proceed given within the next week). The other tasks will depend upon wetlands permitting and bidding schedules.

PART 3 - BASIS OF FEE

- A. CLIENT shall pay J-U-B for the identified Basic Services as follows:
1. For Lump Sum fees:

- a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
- 2. For Time and Materials fees:
 - a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Budgetary Amount
101	Siphon Plan Change and Pump Design	Hourly	\$5,820
102	Survey	Hourly	\$4,060
103	Geotechnical	Hourly	\$1,140
104	Corps of Engineers Permit	Hourly	\$22,830
105	Design Engineering	Hourly	\$8,700
106	Bidding Services	Hourly	\$2,480
107	Construction Services	Hourly	\$9,000
108	Monitoring (annual report for 3 years)	Hourly	\$4,000
901	Geotechnical Services	Lump Sum - Terracon	\$3,740
Total			\$65,270

Hourly fees are based upon the following rates:

Employee	Hourly Rate
Greg Seegmiller, P.E., Project Engineer	\$153.95
Vince Barthels, Biologist	\$117.81
Marti Hodge, Environmental Planner	\$123.37
Unnamed CAD Operator	\$80.00

Task 010 – Construction Services Budgetary

\$7,000-\$20,000

Employee	Hourly Rate
Adam Hales, Construction Manager	\$104.46

- C. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.



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: May 5, 2015

SUBJECT: CABELA'S IMPROVEMENTS AGREEMENT
Letter of Credit No. SLCMMSP07700

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Letter of Credit Form) between Cabela's Incorporated and U.S. Bank National Association for Cabela's Subdivision with the following conditions:

1. A Farmington City Improvements Agreement (Letter of Credit Form) is submitted and approved by staff.
2. The Letter of Credit term is two (2) years to cover the one year warranty period.

BACKGROUND

The bond estimate for Cabela's is \$318,792.00 which includes a 10% warranty bond. Cabela's Incorporated has submitted an Irrevocable Standby Letter of Credit Agreement with a one year term with U.S. Bank National Association to administer an account for this project in the amount of \$318,800.00.

Once all improvements are installed and inspected, all the Letter of Credit except the warranty amount will be released. After a warranty period of 1 year, the warranty amount 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



All of us serving you

800 Nicollet Mall, BC-MN-H20G
Minneapolis, MN 55402-7020

U.S. Bank National Association
Standby Letters of Credit: BC-MN-H20G
800 Nicollet Mall
Minneapolis, Minnesota 55402

SWIFT: USBKUS44
TELEX:
Phone: 503-464-3611
612-303-7395
Fax: 612-303-5226

April 17, 2015

Farmington City
160 South Main
P.O. Box 160
Farmington City, Utah 84025
Attention: Ken Klinker

We hereby establish our Irrevocable Standby Letter of Credit No. SLCMMSP07700 for the account of Cabela's Incorporated, One Cabela Drive, Sidney, Nebraska 69160 in the initial amount of USD 318,800.00 (Three Hundred Eighteen Thousand Eight Hundred and no/100 U.S. Dollars) and authorize you to draw at sight on U.S. Bank National Association.

Drafts on us at sight must be accompanied by the original of this Letter of Credit (and any amendments thereto) and a beneficiary's signed statement (purportedly signed by an authorized signer of beneficiary) as follows: "We are drawing under this letter of credit as applicant has not performed per the contract."

The amounts of any drafts drawn under this Letter of Credit are to be endorsed on the reverse side hereof. Such drafts must bear the clause "Drawn under U.S. Bank National Association credit number SLCMMSP07700 dated April 17, 2015."

We hereby agree with drawers that drafts and documents as specified above will be duly honored upon presentation to U.S. Bank National Association, 800 Nicollet Mall, attn: Standby Letters of Credit BC-MN-H20G, Minneapolis Minnesota 55402, if presented on or before April 17, 2016.

Pursuant to U.S. Law, we are required to obtain, verify and record information that identifies parties to the transaction and we are prohibited from issuing, transferring, accepting, or effecting payment to any party or entity identified by the U.S. Department of Treasury including any office and bureau thereof or subject to the denial of export privileges by the U.S. Department of Commerce.

This credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication Number 590, or any subsequent revision thereto.

U.S. Bank National Association


Authorized Signature

**Cabela's
Bond Estimate
Revised 4-9-2015**

Storm Drain								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
15" RCP Pipe (Includes Bedding and Fill)	48	LF	\$ 34.00	\$ 1,632	0	0	0	
Standard Inlet Box	2	EA	\$ 1,800.00	\$ 3,600	0	0	0	
Combination Box	1	EA	\$ 3,400.00	\$ 3,400	0	0	0	
Manhole / Junction Box	1	EA	\$ 3,000.00	\$ 3,000	0	0	0	
Subtotal				\$ 11,632				
10% Warranty Bond				\$ 1,163				
Total				\$ 12,795				

Sapient Sewer								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
16" PVC DR-35	660	LF	\$ 52.00	\$ 34,320	0	0	0	
8" PVC DR-35	401	LF	\$ 32.00	\$ 12,832	0	0	0	
48" Sewer Manhole	1	EA	\$ 2,100.00	\$ 2,100	0	0	0	
60" Sewer Manhole	3	EA	\$ 2,400.00	\$ 7,200	0	0	0	
Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000	0	0	0	
Subtotal				\$ 60,452				
10% Warranty Bond				\$ 6,045				
Total				\$ 66,497				

Ordinary Water								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Connect to Existing	2	EA	\$ 4,000.00	\$ 8,000	0	0	0	
10" C900 PVC	2158	LF	\$ 42.00	\$ 90,636	0	0	0	
10" Valve	8	EA	\$ 1,900.00	\$ 15,200	0	0	0	
10" Fittings	15	EA	\$ 900.00	\$ 13,500	0	0	0	
Water Lateral	1	EA	\$ 1,250.00	\$ 1,250	0	0	0	
Fire Hydrant	5	EA	\$ 4,650.00	\$ 23,250	0	0	0	
Subtotal				\$ 151,836				
10% Warranty Bond				\$ 15,184				
Total				\$ 167,020				

Road Improvements								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Sawcut Asphalt	900	LF	\$ 3.15	\$ 2,835	0	0	0	
Curb and Gutter w/ Base	400	LF	\$ 20.00	\$ 8,000	0	0	0	
Sidewalk w/ Base	6900	SF	\$ 4.70	\$ 32,430	0	0	0	
ADA Ramp	4	EA	\$ 1,200.00	\$ 4,800	0	0	0	
12" Road Base	3428	SF	\$ 1.20	\$ 4,114	0	0	0	
4" Asphalt Road Patching	3428	SF	\$ 4.00	\$ 13,712	0	0	0	
Subtotal				\$ 65,891				
10% Warranty Bond				\$ 6,589				
Total				\$ 72,480				
Total Bond				\$ 318,792				

Cash Deposits					
Item	Quantity	Unit	Unit Cost	Bond Amount	
Slurry Seal	3428	SF	\$ 0.20	\$ 686	
Street Signs	3	EA	\$ 300.00	\$ 900	
Street Lights	1	EA	\$ 3,200.00	\$ 3,200	



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Ken Klinker, Planning Department
Date: May 5, 2015
SUBJECT: TUSCANY GROVE IMPROVEMENTS AGREEMENT
Escrow Account # 03-629

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Escrow Deposit Form) between Elite Craft Homes and Brighton Bank for Tuscany Grove Subdivision.

BACKGROUND

The bond estimate for Tuscany Grove is \$202,206.40 which includes a 10% warranty bond. Elite Craft Homes has submitted an Escrow Deposit Improvements Agreement with Brighton Bank to administer an 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

**FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(ESCROW DEPOSIT FORM)**

THIS AGREEMENT is made by and between Elite Craft Homes (hereinafter "Developer"), whose address is 40 North 100 East (Po Box 980 Farmington Utah 84025, Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main St., P.O. Box 160, Farmington, Utah, 84025-0160, and Brighton Bank a Utah or Federally chartered Bank or Savings and Loan Association authorized to do business in the State of Utah, whose address is 1420 So. 300 West SLC Utah 84115, (the "Depository").

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as Tuscany Grove, located at approximately 150 West 1600 South in Farmington City, and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promises to install and warrant certain improvements as herein provided and security is provided for that promise as set forth herein.

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 is attached hereto as Exhibit "A", (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. Escrow. The Developer and the Depository hereby acknowledge that an account (the "Account") has been established at the Depository in the amount of \$ ~~202,200.00~~ 202,206.90 (the "Escrow Amount"), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, together with 20% of such cost to cover contingencies and to secure the warranty of this Agreement. The Account is identified by the number 03-629. The Developer and the Depository further agree that if (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10

days after the notice is sent, then in either event the City may withdraw from the account all or any part of the Escrow Amount, in a single or in multiple withdrawals. The Depository agrees to retain funds necessary for such a withdrawal in the Account. Withdrawals from the Account by the City may be effected by one or more sight drafts signed by the Mayor in the form attached as Exhibit "B", or by other instrument appropriate to the purpose. Interest shall accrue to the City and be payable by the Depository at the rate of 20% per annum beginning at the date on which payment of such a sight draft, properly signed, is refused by the Depository. The City shall not be liable for the payment of any fee or service charge incurred in connection with the Account. The Depository acknowledges sufficient consideration for its promises in the form of fees and fund deposits received from Developer.

4. **Progress Payments.** The City agrees to allow payments from the Account as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, and determine if the work completed complies with City construction standards and requirements, and review the bond estimate in Exhibit "A". After receiving and approving the request, the City shall, in writing, authorize disbursement to the Developer from the Account 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 necessary. Except as provided in this Paragraph or in Paragraphs 4 through 6 inclusive, the Depository shall not release or disburse any funds from the Account.

5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Account to complete construction of Improvements, the City may withdraw all or any part of the Escrow Amount and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the account. 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 all funds in the Account, except 10% of the estimated cost of the Improvements, which shall be retained in the Account 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 Depository and the Developer in writing of the final release of the Account. After giving such notice, the City shall relinquish claims and rights in the Account.

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 Account as herein provided, and any withdrawals from the Account by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in Paragraph 1 above, and the right of the City to withdraw from the Account 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 Account 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 Account 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.** Off-site 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 Account until as-built drawings have been provided to the City.

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

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

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

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

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

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

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

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

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

22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Account do not alter the obligation of the Developer to provide other bonds under applicable ordinances or rules of any governmental entity having jurisdiction over the Developer. The furnishing of security in compliance with the requirements of other ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Account 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 13th day of April, 20 15.

DEVELOPER:

By: [Signature]

Its: Manager Member

DEPOSITORY: BRIGHTON BANK

By: [Signature] Robert Bowen, President

By: [Signature] Traci Nelson, Vice Pres

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPERS ACKNOWLEDGEMENT

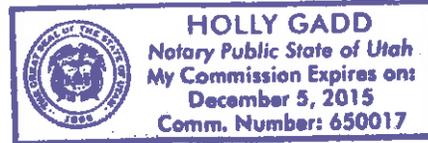
(Complete if Developer is an Individual)

STATE OF UTAH)

COUNTY OF Davis : ss.)

On this 27 day of April, 2015, personally appeared before me, Jerry Preston, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

Holly Gadd
NOTARY PUBLIC
Residing in Davis County, Utah



(Complete if Developer is a Corporation)

STATE OF UTAH)

COUNTY OF _____ : ss.)

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)

COUNTY OF _____ : ss.)

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, _____.

DEPOSITORY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

On this 13th day of April , 2015, personally appeared before me Robert Bowen , who being duly sworn did say that he/she is the President of Brighton Bank a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Susi Soria
NOTARY PUBLIC
Residing in SLC Utah County Salt Lake



DEPOSITORY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

On this 13th day of April , 2015, personally appeared before me Traci M. Nelson , who being duly sworn did say that he/she is the Vice President of Brighton Bank a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Susi Soria
NOTARY PUBLIC
Residing in SLC Utah County Salt Lake



**Tuscany Grove
Bond Estimate
Revised 4-6-2015**

Storm Drain					
Item	Bond Amount	Bond Released	Current Draw	%	
15" RCP Pipe (Includes Bedding and Fill)	\$ 22,780.00	0	0	0	
Standard Inlet Box	\$ 3,600.00	0	0	0	
Manhole / Junction Box	\$ 4,000.00	0	0	0	
Yard Drain Boxes	\$ 6,000.00	0	0	0	
SWPPP	\$ 5,000.00	0	0	0	
Subtotal	\$ 41,380.00				
10% Warranty Bond	\$ 4,138.00				
Total	\$ 45,518.00				

Sanitary Sewer					
Item	Bond Amount	Bond Released	Current Draw	%	
8" PVC DR-35	\$ 7,200.00	0	0	0	
48" Sewer Manhole	\$ 4,200.00	0	0	0	
Connect to Existing	\$ 4,000.00	0	0	0	
Sewer Lateral	\$ 8,400.00	0	0	0	
Subtotal	\$ 23,800.00				
10% Warranty Bond	\$ 2,380.00				
Total	\$ 26,180.00				

Culinary Water					
Item	Bond Amount	Bond Released	Current Draw	%	
Connect to Existing	\$ 4,000.00	0	0	0	
8" C900 PVC	\$ 10,240.00	0	0	0	
8" Valve	\$ 3,440.00	0	0	0	
8" Fittings	\$ 800.00	0	0	0	
Water Lateral	\$ 11,250.00	0	0	0	
Fire Hydrant	\$ 4,650.00	0	0	0	
Subtotal	\$ 34,380.00				
10% Warranty Bond	\$ 3,438.00				
Total	\$ 37,818.00				

Road Improvements					
Item	Bond Amount	Bond Released	Current Draw	%	
Clear and Grub	\$ 2,000.00	0	0	0	

Rough Grade	\$ 6,000.00	0	0	0
Sawcut Asphalt	\$ 1,575.00	0	0	0
Curb and Gutter w/ Base	\$ 15,200.00	0	0	0
Sidewalk w/ Base	\$ 14,288.00	0	0	0
ADA Ramp	\$ 2,400.00	0	0	0
12" Road Base	\$ 16,256.40	0	0	0
3" Asphalt Road	\$ 21,144.60	0	0	0
3" Asphalt Road Patching	\$ 5,400.00	0	0	0
Subtotal	\$ 84,264.00			
10% Warranty Bond	\$ 8,426.40			
Total	\$ 92,690.40			

Total Bond **\$ 202,206.40**

Cash Deposits

Item	Bond Amount
Slurry Seal	\$ 2,709.40
Street Signs	\$ 300.00
Street Lights	\$ 9,600.00
Detention Basin Participation	\$ 8,342.10

Note:

8,060 cuft needed for detention. Assuming an onsite basin could be 2' deep the basin would need to be a minimum of 4,030 sqft. Assuming land is \$2.07 /sqft the cost for the detention basin minus improvement costs is \$8,342.10.



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: May 5, 2015

SUBJECT: PARKWALK DOWNS IMPROVEMENTS AGREEMENT

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Pembridge Heathrow Holdings, LLC and Farmington City for Parkwalk Downs Subdivision.

BACKGROUND

The bond estimate for the Parkwalk Downs subdivision is \$22,848.00 which includes a 10% warranty bond. Pembridge Heathrow Holdings, LLC has submitted a Cash Deposit Improvements Agreement with Farmington City to administer a cash account for this project in the same amount.

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

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur,

Dave Millheim
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between Pembridge Heathrow Holdings, LLC (hereinafter "Developer"), whose address is 940 Willowmere Dr. Kaysville, 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 Parkwalk Downs, located at approximately 520 S. 650 W., in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 22,848.

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 \$ 22,848 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

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

herein provided, and any withdrawals from the Deposit by the city shall not constitute a waiver or 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 29th day of April, 2015

CITY:

DEVELOPER:

FARMINGTON CITY CORPORATION

PEMBROKE HEATHROW HOLDINGS, LLC

By: _____
H. James Talbot, Mayor

By: _____

Its: Manager

ATTEST:

Holly Gadd, City Recorder

DEVELOPERS ACKNOWLEDGEMENT

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

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

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

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

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Partnership)

STATE OF UTAH)
:SS.
COUNTY OF _____)

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

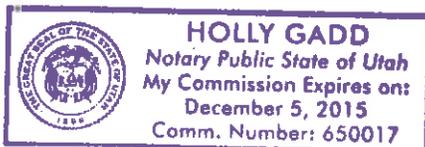
NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
:SS.
COUNTY OF DAVIS)

On this 29th day of April, 2015, personally appeared before me Justin Atwater who being by me duly sworn did say that he or she is the Manager of Pembroke Heathrow Holdings, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Holly Gadd
NOTARY PUBLIC
Residing in Davis County, Utah.



Parkwalk Downs
Bond Estimate
 Revised 4-15-2015

Storm Drain								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Rear Yard Drainage	250	LF	\$ 20.00	\$5,000.00	0	0	0	
Standard Inlet Box		EA	\$ 1,800.00	\$0.00	0	0	#DIV/0!	
Manhole / Junction Box		EA	\$ 4,000.00	\$0.00	0	0	#DIV/0!	
Yard Drain Boxes		EA	\$ 1,500.00	\$0.00	0	0	#DIV/0!	
SWPPP		LS	\$ 5,000.00	\$0.00	0	0	#DIV/0!	
Subtotal				\$5,000.00				
10% Warranty Bond				\$500.00				
Total				\$5,500.00				

Sanitary Sewer								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
8" PVC DR-35		LF	\$ 32.00	\$0.00	0	0	#DIV/0!	
48" Sewer Manhole		EA	\$ 2,100.00	\$0.00	0	0	#DIV/0!	
Connect to Existing		EA	\$ 4,000.00	\$0.00	0	0	#DIV/0!	
Sewer Lateral	3	EA	\$ 1,200.00	\$3,600.00	0	0	0	
Subtotal				\$3,600.00				
10% Warranty Bond				\$360.00				
Total				\$3,960.00				

Culinary Water								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Connect to Existing		EA	\$ 4,000.00	\$0.00	0	0	#DIV/0!	
8" C900 PVC		LF	\$ 32.00	\$0.00	0	0	#DIV/0!	
8" Valve		EA	\$ 1,720.00	\$0.00	0	0	#DIV/0!	
8" Fittings		EA	\$ 800.00	\$0.00	0	0	#DIV/0!	
Water Lateral	3	EA	\$ 1,250.00	\$3,750.00	0	0	0	
Fire Hydrant		EA	\$ 4,650.00	\$0.00	0	0	#DIV/0!	
Subtotal				\$3,750.00				
10% Warranty Bond				\$375.00				
Total				\$4,125.00				

Road Improvements

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Clear and Grub	1	LS	\$ 2,000.00	\$2,000.00	0	0	0
Rough Grade	1	LS	\$ 2,000.00	\$2,000.00	0	0	0
Sawcut Asphalt	150	LF	\$ 3.15	\$472.50	0	0	0
Curb and Gutter w/ Base		LF	\$ 20.00	\$0.00	0	0	#DIV/0!
Sidewalk w/ Base		SF	\$ 4.70	\$0.00	0	0	#DIV/0!
ADA Ramp		EA	\$ 1,200.00	\$0.00	0	0	#DIV/0!
12" Road Base	940	SF	\$ 1.20	\$1,128.00	0	0	0
3" Asphalt Road		SF	\$ 1.80	\$0.00	0	0	#DIV/0!
3" Asphalt Road Patching	940	SF	\$ 3.00	\$2,820.00	0	0	0
Subtotal				\$8,420.50			
10% Warranty Bond				\$842.05			
Total				\$9,262.55			

Total Bond**\$22,847.55****Cost Deposits**

Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	940	SF	\$ 0.20	\$188.00
Street Signs	0	EA	\$ 300.00	\$0.00
Street Lights	1	EA	\$ 3,200.00	\$3,200.00



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: April 10, 2015

SUBJECT: **AVENUES AT THE STATION PHASE II FINAL PLAT**
Applicant: **Leslie Mascaro – Oakwood Homes**

RECOMMENDATION

Move that the City Council approve the Final Plat for the proposed Phase II of the Station Avenues subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. Subject to all public improvement drawings, grading and drainage plans, being reviewed and approved by members of the DRC;
2. The applicant must record a storm drain easement in favor of the City prior to plat recordation.

Findings for Approval:

1. The property is identified as mixed-use on the General Plan, and the proposed final plat is consistent with that designation.
2. The DRC has reviewed the plan and the last significant unresolved issues which may impact the overall layout of the plan which are set forth as conditions of approval.
3. The proposed final plat is consistent with the regulating and other street, block size, and building form standards in the ordinance.
4. Specific to the final plat only, and the recommended conditions of approval, the plan complies with all Zoning and Subdivision Ordinance requirements, and other appropriate regulations.
5. The PMP was approved concurrently to Preliminary Plat on 11-14-2013.
6. The placement of public improvements in relation to gas lines which traverse the property have been approved by the City Engineer, public works, Central Davis Sewer and shall be acceptable to the respective gas companies, which acceptance has been received by the City in writing.

BACKGROUND

On November 14, 2013 the Planning Commission approved the Preliminary Plat for the whole project. On July 1, 2014, the City Council approved the Final Plat for Phase I and a development agreement for the conveyance of the project's storm-water into a city owned regional detention basin.

Now the Final Plat for Phase II is before the City Council. Under normal circumstances, a schematic plan is far less detailed than what was required by staff of the applicant, the reason for this was twofold: first, the plan was hampered by a large petroleum/gas line running through the property that could have potentially affected the lot layouts and overall site plan significantly, as a result the applicant had to provide a detailed explanation. Second, because this constitutes the first development in the RMU zone, it became important that the plan, even at the schematic level show more refinement than what is normally requested. As a result, the Final Plat before you is very similar to what was proposed at both schematic plan and preliminary plat level, but is solely for Phase II.

Project Master Plan (PMP). The proposed project is subject to the development plan review process set forth in Chapter 18 of the Zoning Ordinance. As per Section 11-18-108 of this chapter, an approved PMP, which establishes a "framework for the development of large or phased projects" may be required as a prerequisite for this process. The PMP was approved concurrently with the Preliminary Plat on November 14, 2013.

Subdivision Process. Notwithstanding the forgoing, the developer must follow the subdivision process because each dwelling unit results in a building lot and the streets and trails as shown in red on the attached drawing must be dedicated as public rights of way. This subdivision process consists of three stages: 1) Schematic Plan; 2) Preliminary Plat; and 3) Final Plat. The final plat for Phase II is now being presented for City Council consideration, in so doing the City must ensure, among other things, that the proposed layout and description of public improvements (i.e. culinary water, storm drain, sanitary sewer, etc.) comply with the City's Master Plan, Zoning Ordinance, the Subdivision Ordinance, and other appropriate regulations. After a careful review of the plan, the City's Development Review Committee (DRC) is recommending final plat approval subject to the conditions set forth in the proposed motion.

The last remaining issue for this development involves storm water. The applicant has entered into a development agreement to use a future detention basin to the west of the D&RG Trail (UTA ROW); this detention basin will be a project improvement. Until the detention basin is built, however, a temporary detention basin will need to be built within the project to detain storm water. The applicant is proposing that a temporary detention basin be built on the southern end of the future Phase III, just north of Phase I. The city engineer is requesting that before the plat is recorded, the applicant will record a storm drain easement in favor of the City as a condition of approval.

Supplemental Information

1. Vicinity/ Zoning Map
2. Final Plat
3. Landscape Plan

4. Elevations
5. Regulating Plan
6. Preliminary Plat – Approved 11-14-2013

Respectfully Submitted

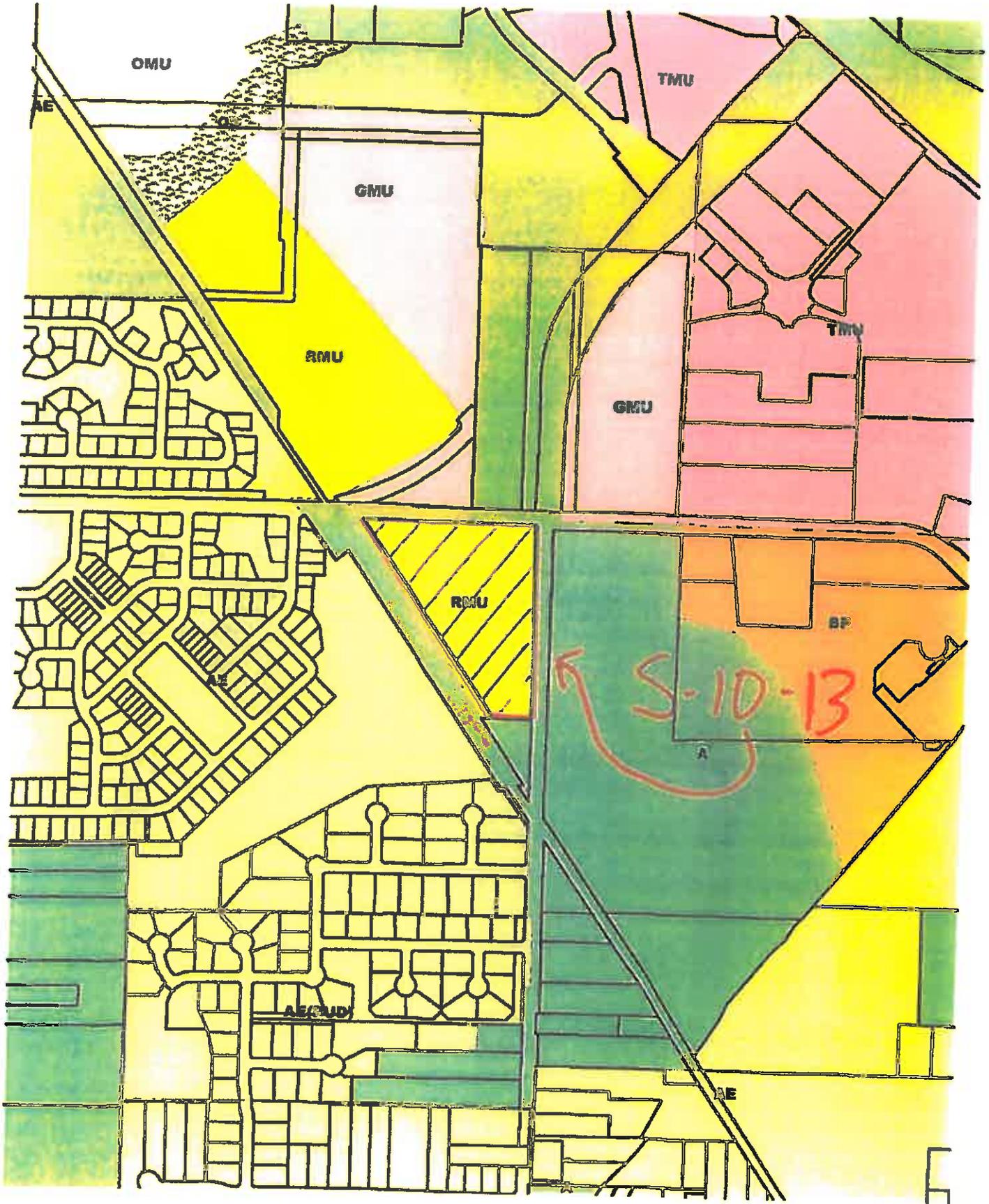


Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager



AVENUES AT THE STATION PHASE 2

LOCATED IN THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 3 NORTH, RANGE 1 WEST, 5TH LEASE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

SHEET
1 OF 1

SURVEYOR'S CERTIFICATE
I, the undersigned, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor in the State of Utah. I further certify that the same is a true and correct copy of the original as shown to me by the owner thereof.

NOTICE TO CONTRACTORS AND OTHERS:
THESE PLANS AND SPECIFICATIONS SHALL BE KEPT ON HAND AT ALL TIMES AND SHALL BE OPEN TO THE INSPECTION OF THE PUBLIC AT ALL TIMES.

BOUNDARY DESCRIPTION

OWNER'S DEDICATION

AVENUES AT THE STATION
PHASE 2

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

AVENUES AT THE STATION
PHASE 2

DAVIS COUNTY RECORDER

PLANNING COMMISSION APPROVAL
CITY ENGINEER APPROVAL
CITY ATTORNEY'S APPROVAL

SEWER DISTRICT APPROVAL
WATER USER WATER CONSENSUOUS DISTRICT APPROVAL

OWNER'S DEDICATION

NOTES:
1. All lots shown on this plan are to be subdivided in accordance with the plat.
2. All lots shown on this plan are to be subdivided in accordance with the plat.
3. Any building on these lots shall be constructed in accordance with the plat.
4. All utility lines and structures shown on this plan shall be constructed in accordance with the plat.
5. The building on structure shall be constructed in accordance with the plat.
6. The building on structure shall be constructed in accordance with the plat.
7. The building on structure shall be constructed in accordance with the plat.
8. The building on structure shall be constructed in accordance with the plat.
9. The building on structure shall be constructed in accordance with the plat.
10. The building on structure shall be constructed in accordance with the plat.

OWNER'S DEDICATION
I, the undersigned, do hereby dedicate to the public the above described streets and alleys for the use and enjoyment of the public. I further certify that the same are a true and correct copy of the original as shown to me by the owner thereof.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
I, the undersigned, do hereby acknowledge that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor in the State of Utah. I further certify that the same is a true and correct copy of the original as shown to me by the owner thereof.

**AVENUES AT THE STATION
PHASE 2**

DAVIS COUNTY RECORDER
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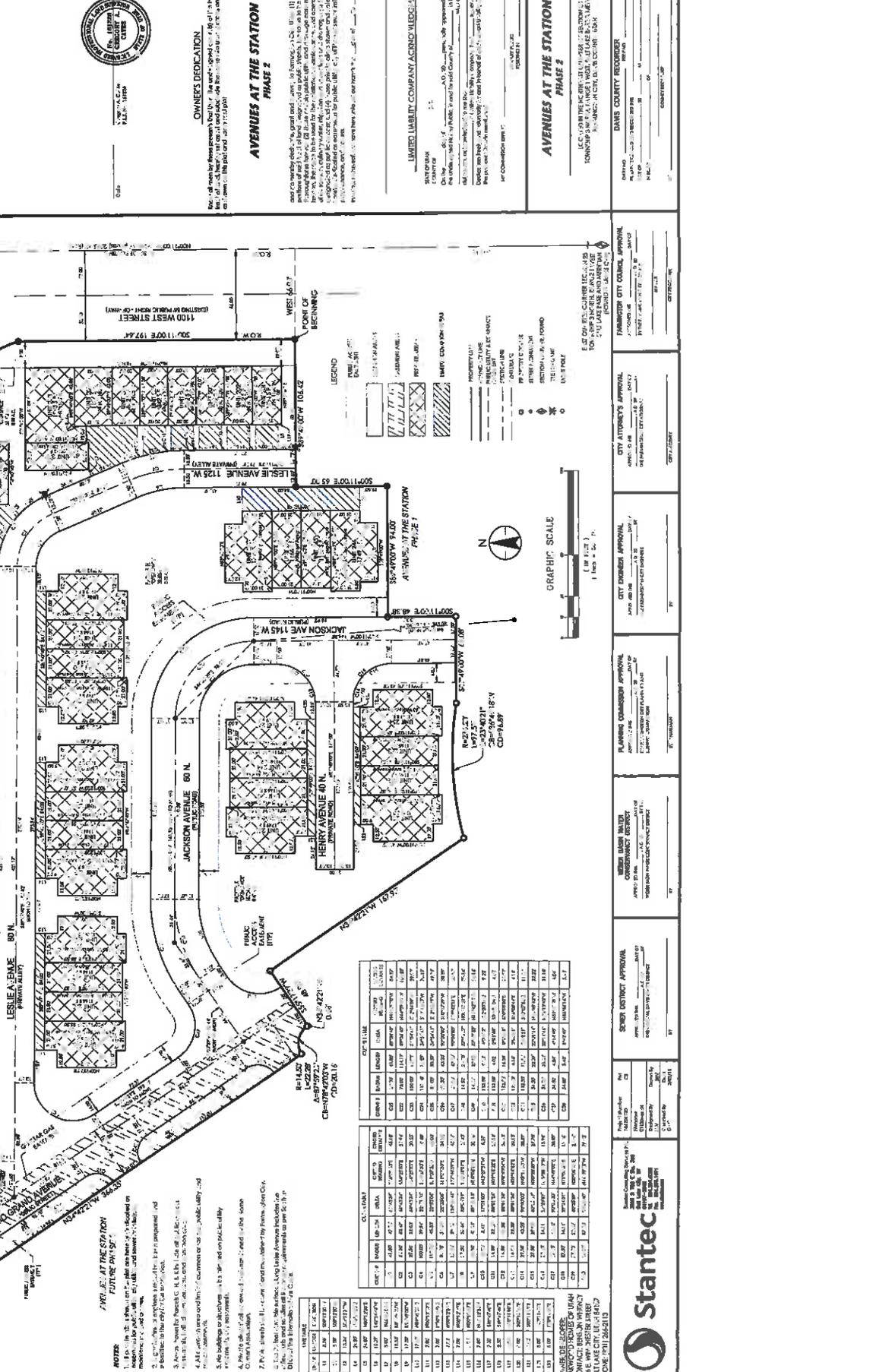
CITY ENGINEER APPROVAL
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CITY ATTORNEY'S APPROVAL
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SEWER DISTRICT APPROVAL
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LOT	AREA (SQ. FT.)	AREA (SQ. YD.)	OWNER
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PHASE 2**

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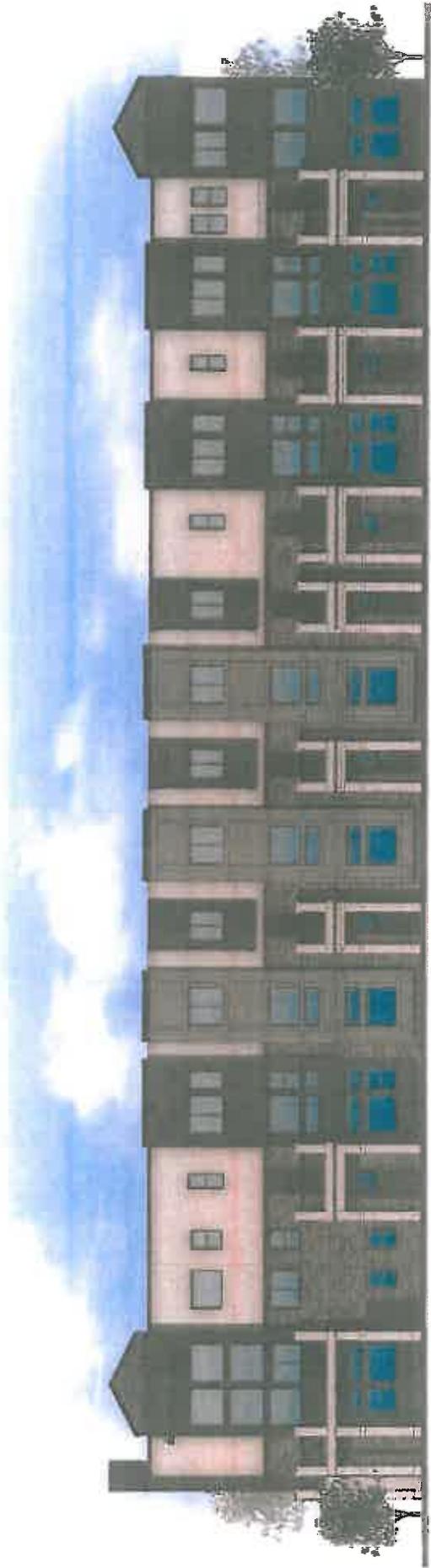
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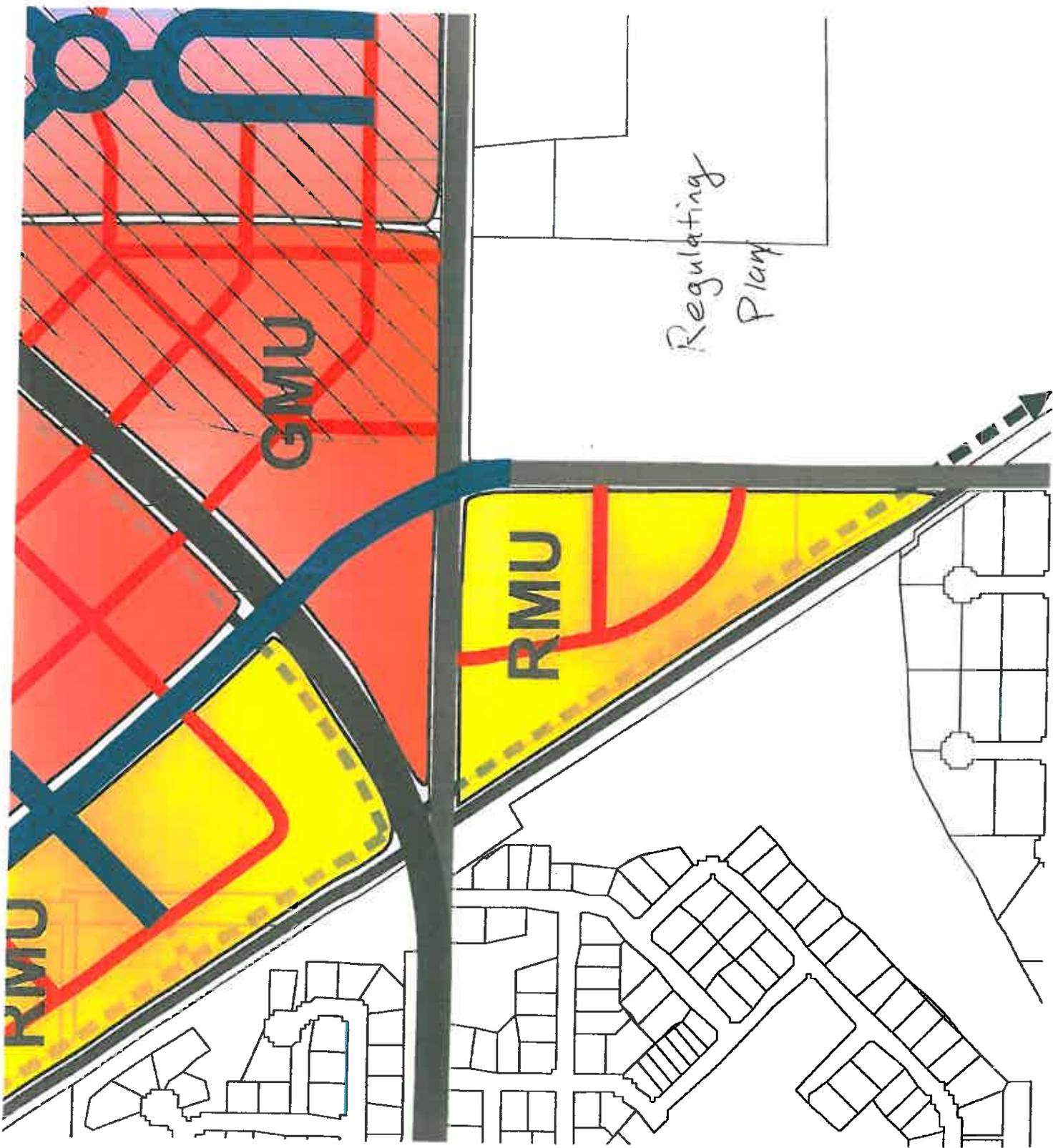
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CONTACT BRUNNEN UTILITY
CONTACT BRUNNEN UTILITY
1000 WEST 1000 SOUTH
SALT LAKE CITY, UTAH 84143
PHONE: (801) 262-1111









Stantec Consulting Services Inc.
 2000 North 10th Street, Suite 200
 Salt Lake City, UT 84116
 Tel: 801.464.1000
 Fax: 801.464.1001
 www.stantec.com



Copyright Reserved
 The user of this plan is to be held liable for all dimensions, 25
 feet to the nearest inch, and for any errors or omissions which may be made in the
 field. The user of this plan is to be held liable for any damage or injury to persons or
 property caused by the use of this plan.

Legend

- 1. 1/4" = 1' SCALE
- 2. 1/8" = 1' SCALE
- 3. 1/16" = 1' SCALE
- 4. 1/32" = 1' SCALE
- 5. 1/64" = 1' SCALE
- 6. 1/128" = 1' SCALE
- 7. 1/256" = 1' SCALE
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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: April 10, 2015

SUBJECT: **KESTREL BAY TOWNHOMES FINAL PLAT**
Applicant: **Scott Balling**

RECOMMENDATION

Move that the Planning Commission recommend that the City Council approve the Kestrel Bay Townhomes PUD Final Plat subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. No building permits shall be issued until the LOMR effective date of June 26, 2015 has passed, which will remove the property from the floodway;
2. The City Engineer and City Council shall review and approve the easement vacation prior to plat recordation;
3. A note shall be placed on the Final Plat indicating all culinary water lines and sewer lines will be private lines within the project property prior to recordation;
4. A note shall be placed on the Final Plat prior to recordation indicating all recycling and garbage cans will be stored in the garage;
5. Review and approval of final improvement drawings by Public Works, City Engineer, Benchland Water, Central Davis Sewer District, Fire Department, and the Community Development Department of the City;
6. The applicant shall provide a color and/or architectural feature specific to each unit to add relief and interest to the facades of the building. With a recommendation from an architect, staff shall review and approve such elevations consistent with this request, concurrent with the building permit process.

Findings for Approval:

1. The proposed Final Plat submittal is consistent with all necessary requirements for a Final Plat as found in Chapter 6 of the City's Subdivision Ordinance.

2. Although the project has deviated slightly from the approved final plat and final PUD master plan, it is consistent with the Final PUD Master Plan for the area.

BACKGROUND

The applicant, Scott Balling, is requesting final plat approval for a multi-family, 10 unit PUD subdivision consisting of townhomes on property located at approximately 123 West and 620 South. The proposed final plat contains a total of 10 units on .775 acres of property. The applicant wishes to build these as townhouses but lease them initially and maintain the potential to sell the units in the future. The underlying zone for this property is an R-8 zone and under a PUD would be allowed up to 15 units per acre. Since it is a PUD, the approval process consists of a Schematic Plan & Preliminary PUD Master Plan, Preliminary Plat and Final Plat & Final PUD Master Plan. Because it is considered multi-family housing, the developer does not receive a bonus of units for additional open space and the maximum he can propose on this property is up to 11 units with the Planning Commission and City Council's approval.

The applicant has received approvals for this project through Final Plat and Final PUD Master Plan. The Planning Commission approved the Preliminary Plat and Preliminary PUD Master Plan at their April 11, 2013 meeting. The Final Plat/Final PUD Master Plan was before the Planning Commission on December 5, 2013 and was approved by the City Council on January 7, 2014. The applicant is proposing to change the layout of the approved plans by reducing the number of units from 11 to 10, and by combining the two townhome structures into one. The applicant wished to do this to give every unit a two-car garage instead of the single car garage previously approved. Because the changes proposed were significant, staff (including the DRC) requested that the applicant begin at preliminary plat and move through the process again.

There is a storm water easement that runs down the center of the property, and with the previous iteration of this project, the easement ran between the two buildings. However, because the applicant is proposing that the two buildings be combined into one, the City needs to vacate that easement for this layout to work. The City Engineer and Public Works asked the applicant to camera the line to ensure that it is not servicing the storm water needs for any adjacent properties. The applicant has performed the requested "cameraing" of the lines, however the City Engineer has not yet reviewed that footage to ensure that the easement is indeed not being used. Before the easement can be vacated, the City Engineer and City Council must approve the vacation.

The massing of the project changes by attaching all 10 units together versus separating the buildings into 5 and 6 units respectively. At the March 5th PC meeting, the Commission approved the preliminary plat with the elevations as proposed by the applicant; however, the elevations approved were handed out at the meeting. Those elevations have been included in the packet tonight.

At the April 9th PC meeting, there was some discussion regarding placing aesthetic requirements on the applicant to create some variation and distinction between the units. Because this application is a PUD, it is well within the City's purview to require

aesthetic quality; in this case, condition 6 was added to the recommended motion by the Planning Commission to meet this requirement.

Supplemental Information

1. Vicinity Map
2. Kestrel Bay Townhomes Final Plat
3. Existing Kestrel Bay Townhomes Final Plat/Final PUD Master Plan – Approved 1-7-2014
4. Proposed Kestrel Bay Townhomes Elevations
5. Existing Kestrel Bay Townhomes Elevations – Approved 1-7-2014

Respectfully Submitted



Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

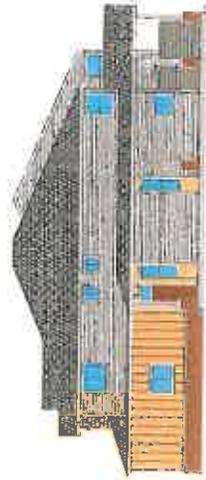


Farmington City

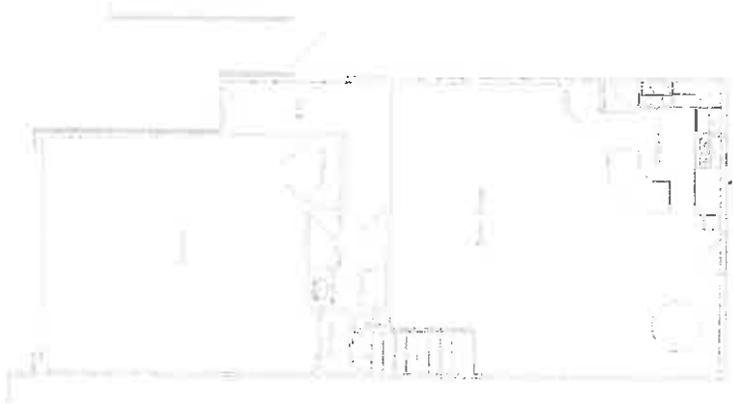
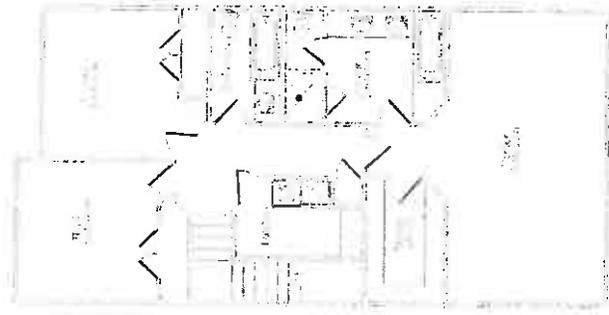




Front Elevation (North)



Side Elevation
West (Los Salinas)
East (Mirador)





FARMINGTON CITY

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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: May 5, 2015

SUBJECT: **JEPPSON FLAG LOT DISCUSSION ITEM**

RECOMMENDATION

A vote is not anticipated regarding this item, it is intended for discussion purposes only in order to receive guidance from the Mayor and City Council. Nevertheless, the Planning Commission previously reviewed this, and on their own initiative recommended that the City Council not create a flag lot, thus not extending the trail on the Jeppson's property nor on the Kempe's property for the following reasons:

1. The trail cannot utilize the Haight Creek Draw (as it is already tied up in private property);
2. The trail doesn't connect any neighborhoods one to another;
3. The trail would be too close to the Kempe house;
4. There is questionable utility for such a short trail;
5. There is already a parallel sidewalk available that already connects the trail.
6. The commission also suggested that the City look into purchasing the land for a trail easement on John Jeppson's property.

BACKGROUND

A trail easement, but no trail, now exists connecting open space in the Silverwood Subdivision to the June Drive cul-de-sac, a distance of about 2 lots. Should the City cause the trail to be constructed within the current easement? Or should the City work with John Jeppson to re-route the trail across Lot 217 (of Silverwood Phase 2) and possibly exploring the idea of a flag lot as an incentive to do so?

Attached is an aerial of the neighborhood with an outline of what could be a flag lot on the Jeppson lot. The ideas set forth in this staff report will be further discussed at the City Council meeting.

Supplementary Information

1. Vicinity map.
2. Draft flag lot illustration.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager





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DERSON, REX & CHAYA
1483 N JUNE DR

083890216
JEPPSON, JOHN P & HEATHER J
1452 N JUNE DR

083890218
JEPPSON, JOHN P & HEATHER J
1456 N JUNE DR

083890217
JEPPSON, JOHN P & HEATHER J
1451 N JUNE DR

08370000
MILIO, DAVID C & CAROL
1452 N SILVERWOOD DR

08370000
KEMPE, STEPHEN C AND M
1448 N SILVERWOOD DR

FARMINGTON CITY COUNCIL MEETING

April 14, 2015

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton (via teleconference), Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Associate City Planner Eric Anderson, City Engineer Chad Boshell, Water Sewer Advisor Larry Famulinar, Public Works Director Walk Holkenson, City Recorder Holly Gadd and Recording Secretary Lara Johnson.

Pheasant Hollow Schematic Plan

Dave Millheim said the Planning Commission has required each lot to have its own geotech soils report. The plans also include a pocket park. He said residents from the Symphony Homes Continental Estates subdivision are still upset as there have been many complications with their homes; those residents are requesting a hold be placed on this subdivision until individuals in the previous subdivision have been paid. **Dave Millheim** said it is a civil matter, and the City cannot do anything about it.

Consideration to Possibly Study the Annexation of 20 Acres

Mayor Jim Talbot asked the Council if they are comfortable studying the possibility of annexing 20 acres between 100 North and 400 North streets into City limits. **Jim Young** feels these types of studies are important and is in favor of it.

Park Lane Commons Pylon Signs

Mayor Talbot said he feels the small change will not make much difference to the look and feel of the already approved pylon signs. **Cory Ritz** expressed concern that a small deviation from the agreement like this may lead additional larger deviations in the future. **Mayor Talbot** suggested he can make a recommendation to the applicant that the Council does not want to see any more deviations.

Farmington Trails Committee and Nomination

Mayor Talbot explained the Trails Committee would like the new proposed 43 acre park trail to have the look and feel of a nature trail with added curvature and crusher fines as the trail surface; however, **Mayor Talbot** said Neil Miller would like the trail to be asphalt so ensure residents with strollers or in wheelchairs may easily use it.

Minute Motion Approvals – UTA Shuttle Agreement

Dave Millheim pointed out that the shuttle agreement is now in place; stops will include Lagoon, Station Park, the Hampton Inn and possibly others.

Culinary Water Restrictions

Dave Millheim, the Council members, Water Supervisor **Larry Famular** and Public Works Director **Walk Holkenson** discussed the concerns with the current water supply for the upcoming months. **Larry Famular** expressed concern that once restrictions begin with secondary water, residents may start using culinary water outside. The City would not be able to support a large increase in culinary water. He proposed penalties for using culinary water for outside use as found in the staff report. The Council members discussed and offered their support of the penalties, as well as discussed additional ways to conserve water once the restrictions begin.

REGULAR SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Associate City Planner Eric Anderson, City Engineer Chad Boshell, Water Sewer Advisor Larry Famular, Public Works Director Walk Holkenson, City Recorder Holly Gadd and Recording Secretary Lara Johnson.

CALL TO ORDER:

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

The invocation was offered by **Mayor Jim Talbot** and the Pledge of Allegiance was led by a Council Member **Cory Ritz**.

PUBLIC HEARINGS:

Pheasant Hollow Schematic Plan

Eric Anderson said this is a 15 lot subdivision. The yield plans allows for 10 lots under a conventional subdivision, but the applicant is requesting an additional 5 lots through a TDR. 2 of the 5 TDR lots will be improved into a park. The applicant will negotiate a fair price for the TDR with the City Manager. The original proposal did not include sidewalks; however, the Planning Commission requested sidewalks be included to allow for safer access to the park. Also, the Planning Commission and staff had concerns regarding the flag lot, as found on the Schematic Plan. **Eric Anderson** said a representative from Central Davis Sewer District (CDS) stated she is in favor of the flag lot as its driveway would provide easy access for maintenance on a sewer line. The applicant brought back two proposals, as per the Planning Commission's request. The Commission approved plan A which included the sidewalks, the flag lot and a better layout for the park. **Eric Anderson** mentioned a condition to the motion that was included states that each lot must have its own soils report. Since the layout of lots has slightly changed, there are a few lots that will need to obtain a soils report.

Mayor Talbot asked if there were any concerns with the lots based on the previous soils reports that were completed. **Eric Anderson** said the City outsources the review of the geotech reports. Based on the professional's review, there were a few recommendations made, including helical piers, but nothing that cannot be mitigated.

Russell Wilson, 526 N. 400 W., North Salt Lake, said they have completed various soils report and had peer reviews completed by the City. Due to the change in lot configurations, there are a few additional lots that must still obtain a report; it will be completed soon. He said most, if not all, of the homes will be built with helical piers. Also, as **Eric Anderson** mentioned, sidewalk on both sides of the road (except in the bulb of the cul-de-sac) have now been included in the plan.

Mayor Jim Talbot opened the public hearing at 7:16 p.m.

Howard Dygert, 676 S. 100 E., said he has lived in his home for 38 years and is well acquainted with the property of the proposed project. He expressed major concern with this development as it is at the opposite end of the Continental Subdivision property which has had significant soil problems. He proposed that the City require and hold the developer financially responsible and liable for land settling or water damage that may happen to the homes due to improper construction. He feels the developer should provide a guarantee to the home buyers, then if problems arise, the home owners have options. It would also require the developer to make better decisions in the construction process. **Howard Dygert** said he is opposed to the approval of this project unless that guarantee is included.

Jeff Holman, 22 Virginia Circle, lives west of the proposed flag lot, said he agrees with **Howard Dygert's** comments. His specific concern is with the proposed flag lot. The ordinance states flag lots may not be approved if its sole purpose is for economic gain; he feels this flag lot is for economic gain. **Jeff Holman** stated he talked with Leland Myer at the CDS. In reference to staff's comments, he said Mr. Myer stated CDS does not make recommendations with things like flag lots and was reluctant to give his opinion on whether the flag lot was needed in this development as it was outside his jurisdiction. Mr. Myer stated the only thing CDS needs is access to the sewer line. **Jeff Holman** said based on Mr. Myer's comments, he feels staff's comments stating CDS is in favor of the flag lot is very broad. He feels this flag lot is not needed, but that it is being included for economic gain as they are able to include one more home on an additional lot in the development.

Rebecca Larsen, 599 Glenhill Court, said she currently lives in the first home built in the Continental Estates subdivision. She reviewed the City Council meeting minutes from the previous year when this subdivision first appeared before them. From that meeting she wanted to ensure what was being done, completed or thoroughly discussed included a soils report for each lot and a peer review of those reports, snow removal on such a small area and lack of park strips. She feels the previous City Council in 2008 showed negligence in approving Symphony Home's Continental Estates subdivision as many of the homes, including her own, are having significant problems due to settling. She is also in favor of Mr. Dygert suggestion and feels the developer should be required to notify future homeowners of the current problems that other Symphony homes in the area are having.

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

Mayor Talbot asked for clarification on what soils testing has been done and **Dave Millheim** asked for confirmation that the peer review was completed. **Eric Anderson** said the

soils report was completed last year and that a condition to the motion states each lot will have its own additional report which will be reviewed by a 3rd party consultant.

With regards to residents' comments, **Dave Millheim** explained the City cannot require a guarantee. The City has required additional soils testing and it has been approved by experts, but a soils report is not a guarantee either. It is up to the homeowners to do their due diligence prior to purchasing a home.

Doug Anderson understands the City legally cannot provide a guarantee, but asked if there is a way to notify future homeowners. **Dave Millheim** said a note may be placed on the plat stating the soils conditions are not final and that there have been settling issues in the area, but that is as far as the City can legally go.

Cory Ritz feels there has been a lot of input toward this project from the residents, the Planning Commission and City Council. The City has insisted on overall soils reports to be completed as well as reports for each lot. He feels the City and the developer have done as much due diligence as possible. He is in favor of placing a note on the plat referring to the soils reports. **Cory Ritz** also said that he understands the flag lot issue, but under certain circumstances, he feels flag lots can serve a purpose. He feels in this specific circumstance, there is a function that comes from approving the flag lot.

Brigham Mellor asked for further clarification on the approval process for flag lots and if it is appropriate to approve the flag lot based on the sewer line. **Eric Anderson** said flag lots are approved as part of the schematic plan. He said if the Council approves the schematic plan, the Council would also be approving the flag lot. **Eric Anderson** said the representative from CDSO that serves on the DRC is not requiring that flag lot to be included, but is strongly in favor of it as it allows CDSO a hard surface to access the sewer line and a simple placement for the man hole.

Eric Anderson states it's also important to note that as part of the TDR, the developer will be fully improving the pocket park space to include playground equipment, possible basketball courts and more. **Mayor Talbot** said this park will back the wetlands and will be an asset for the community to enjoy. **Brigham Mellor** asked when details will be provided for the park's improvements. **Eric Anderson** said it will be part of the TDR negotiation with the City Manager and during the preliminary plat approval.

John Bilton thanked the residents for voicing their concerns. He said what Mr. Dygert brought up with guarantees, buy-back programs, etc. is very challenging, but it is not the City's place to hold developers to those types of guarantees. A homeowner (or consumer) must bear that responsibility and make those decisions. **John Bilton** said he would like appropriate language from the developer disclosing information about the nature of the ground, helical piers, etc. included on the plat. He said he does sympathize with the homeowners that have had settling issues as he has seen the results of the settling and have talked with homeowners about it. In the end, there's nothing more the City could require of the developer than what has already been done.

Motion:

Jim Young made a motion that the City Council approve the proposed schematic plan A (as recommended by the Planning Commission) for the Pheasant Hollow Subdivision, subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The City Manager determines what just compensation is for the 5 lot TDR transaction, and the City Council approves the TDR prior to preliminary plat;
2. The applicant must receive City Council approval to modify the street cross-section for the cul-de-sac prior to preliminary plat;
3. The applicant must bring the flag lot in compliance to Section 12-7-030(10) and the City Council must approve the flag lot as part of their review of the schematic plan;
4. Any outstanding issues raised by the DRC at Schematic Plan that have not been addressed, must be addressed at preliminary plat.
5. The applicant will provide an updated wetland delineation approved by the US Army Corp prior to preliminary plat consideration;
6. In addition to the soils report previously submitted, the applicant must update and provide a soils for each individual lot where the lot configurations has changed, and an independent geotech engineer, working for the City, must also review the updated report;
7. If the plan gets to final plat, a note will be added to the final plat that states soils reports are available for review by the public.

John Bilton seconded the motion which was unanimously approved.

Findings for Approval:

1. The proposed subdivision conforms to all of the development standards as set forth in Section 11-11-050.
2. The proposed Schematic Plan creates a needed east-west connection from 200 East to the Frontage Road.
3. The fully improved pocket park that would be provided to the City would preserve wetlands, and provide the City and surrounding residents with open space and recreational opportunities.
4. The applicant has performed a geotech report above and beyond the normal requirements as a way to address the soil issues in the development.

NEW BUSINESS:

Consideration of a Resolution as to whether or not to Study the Annexation of approximately 20 acres east of the City Limits between 100 North and 400 North streets and affidavit and other items

David Petersen explained that he feels it is wise to start discussing the possible annexation of property that is east of City limits while the applicant is submitting their application for schematic plan. This item is not to approve the annexation, but to accept it for study. The applicant is also pursuing schematic plan approval from the Planning Commission so the schematic plan and possible annexation considerations can be reviewed simultaneously. **David Petersen** said this possible annexation has a lot of similarities to the Shepard Heights

annexation as there are concerns with getting residents water, the grade of the hillside, fire protection, storm drainage and more.

Mayor Talbot said he has many questions regarding some of those concerns, including water. He reiterated that this is not a public hearing, but is seeking discussion on if the Council is comfortable considering a resolution so staff can move forward in studying the possible annexation.

Dave Millheim also added that requesting the study of the annexation does not mean the Council will approve the annexation or that issues that may arise will be solvable. He said the study is to ensure the Council has full knowledge of what the annexation may mean for the City if it's approved. **Dave Millheim** said he will also clarify with the City Attorney that signing the affidavit to consider the annexation does not mean the City is supporting it.

Mayor Talbot expressed concern with adding additional burden and responsibility to staff and their already busy schedule. **David Petersen** said once the study is completed, staff can review the information to determine if it's reasonable to bring the property into the City boundaries. The applicant has already agreed to submit schematic plan to help the City best determine the future needs of this property. **David Petersen** said accepting this annexation for study will go along with what staff is already doing for the schematic plan.

Cory Ritz asked the applicant, Jerry Preston, if conversations with neighbors regarding the annexation have begun. **Jerry Preston** said he has talked with many neighbors and so far, all are comfortable looking into the viability of this annexation. **Mr. Preston** said he is also interested in the study as he would also like more information to determine if the property is developable. He does not want to annex the property if it is not developable.

Motion:

John Bilton made a motion that the City Council approve the enclosed resolution accepting the proposed Preston Annexation petition for further study/consideration. **Jim Young** seconded the motion which was unanimously approved.

Motion:

John Bilton made a motion that the City Recorder certifies the petition, direct the City Manager to meet with the applicant about inclusion of City property as part of larger subdivision, which includes the proposed annexation area, and also allow the developer to pursue a recommendation regarding a schematic plan for the subdivision and zone designation from the Planning Commission. **Cory Ritz** seconded the motion which was unanimously approved.

NOTE: The approved motions were not approving the annexation of the above listed property, but approving the study of the possible annexation.

Culinary Water Restrictions

Water Supervisor **Larry Famular** said the City uses approximately 15 million gallons of irrigation water on a typical day and approximately 2 million gallons of culinary water. He explained once secondary water (irrigation water) becomes restricted, the City would not be able to support outside use of culinary water. He explained the proposed restrictions are a way to help slow the flow for those that may use culinary waters outside. **Larry Famular** reviewed the proposed notices and fines as shown in the staff report.

Public Works Director **Walt Holkenson** stated the snow in the mountains is at historic lows. He said if residents use water as they have in the past, it will jeopardize the City's culinary water.

Mayor Talbot said he is in favor of the notices and fines; he feels it is better to get those provisions in place prior to the summer months as water is going to be a big issue across the state. He wants to educate residents of the need to conserve as well as the consequences if violations to restrictions arise.

Motion:

Cory Ritz made a motion that the City Council direct staff to approve a policy that would permit the City to enforce and control water usage restrictions consistent with the recommendations that the Council had presented. **Doug Anderson** seconded the motion which was unanimously approved.

Park Lane Commons Pylon Signs

Mayor Talbot said this is just a discussion item to determine if the proposed changes to the sign's cabinet are substantial amendments to the development agreement. He said the Planning Commission recommended approval, as outlined in the staff report.

Mayor Talbot stated this was discussed in depth during the Work Session. The Council recognizes that signage is a sensitive issue; however, they feel the proposed relocation of the sign works and the face of the sign is only slightly increasing. **Mayor Talbot** also stated that **Cory Ritz** made an important point during the Work Session. **Cory Ritz** wanted to caution the Council members that although this change is small, he did not want other changes that may be bigger or larger to surface later.

Mayor Talbot reiterated **Cory Ritz's** remarks to the developer, but also stated he is comfortable with the developer moving forward with the proposed changes to the pylon signs.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

Annual Progress Report of the Farmington Trails Committee and Nomination of Amy Shumway to Farmington Trails Committee

George Chipman, 433 S. 10 W., Chairman of the Farmington Trails Committee, said the Committee would like to nominate Amy Shumway to fill the open seat on the trails committee, he feels she will be a great strength to the committee. Also, the Committee would like to continue their Festival Days Parade tradition of spraying water over the spectators. He

recognizes the Ordinance states parade entries should not squirt water on spectators, but feels this is different as it is more of a cooling mist.

Mayor Talbot asked if the Council members had any concerns with the nomination of Amy Shumway to the Farmington Trails Committee. There were no concerns and all council members accepted the nomination.

Mayor Talbot said he feels if water restrictions are in place, he would like the City to set an example that they are being restrictive with water as well. **Doug Anderson** feels it is a fun tradition, but agreed with the Mayor. He explained about the in depth water discussion the Council had during the Work Session. **Brigham Mellor** agreed, he feels it is not a matter of if the City has the water, but that it's an important symbolic gesture. **Mayor Talbot** said he would like to take a one year moratorium on the water spraying. It will be revisited next year.

George Chipman provided the Trails Committee's Annual Report for the Council members. He said the City added an additional 3 miles of trails for over 131 miles in trails within the City. He reviewed the trails that were recently completed. He said the Trails Committee hosted a number of bike tours which were very successful. There were an additional 10 more Eagle Scout projects that were completed with the trails. Also, the Committee honored **David Petersen** for his many years of service in the creation and implementation of the Trails Master Plan.

Jim Young asked how Farmington ranked among other Utah cities for the number of trail miles. **George Chipman** said we are ranked second in the state; however, Farmington has two miles of trail for every two square miles of city.

SUMMARY ACTION

Minute Motion Approving Summary Action List

1. Contract with Hogan Construction to be the Construction Manager/General Contractor for the Park and Gym;
2. Contract with VCBO to be the Architect for the Park and Gym;
3. Parkwalk Downs Extension Agreement;
4. Encroachment License and Permit for Farmington Creek Estates Lot 314;
5. Brentwood Estates Subdivision Improvements Agreement;
6. Agreement with Davis County regarding Elections;
7. UTA Shuttle Agreement;
8. Letter of Concurrence and Match Agreement;
9. Approval of Minutes from City Council meeting held March 17, 2015;
10. Approval of Minutes from City Council meeting held March 24, 2015;
11. Proclamation for Congenital Diaphragmatic Hernia Awareness;
12. Ratification and Approval of the Storm Water Bond Log.

Cory Ritz asked for further clarification on the property owners of the Parkwalk Downs Extension Agreement for Action Item #3; he was under the impression the property was owned by someone other than who was listed in the agreement. **Dave Millheim** said he will confirm the correct property owner prior to finalizing the agreement.

Cory Ritz stated he must abstain from voting on Action Item #9 and #10 as he was not in attendance of those City Council meetings. **John Bilton** also said he must abstain from Action Item #9 for the same reason.

Motion:

Jim Young made a motion to approve the items on the Summary Action List 1-12. **Doug Anderson** seconded the motion. **Cory Ritz** abstained from approving Action Item #9 and #10; **John Bilton** abstained from Action Item #9. All other Council members approved the motion. The motion was unanimously approved.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- The Executive Summary for the Planning Commission meeting held on March 19, 2015, the Fire Monthly Activity Report for February and the Building Activity Report for March are included in the staff report.

Mayor Jim Talbot

- The Open House for the proposed park and gym will be on April 16, 2015 from 5 p.m. – 7 p.m. with the public hearing held during the Planning Commission meeting at 7 p.m. **Mayor Talbot** asked for Council members to come and support the open house.
- **Mayor Talbot** thanked those Council members that were able to attend the Utah League of Cities and Towns; he feels it was a successful conference.
- The Historic Preservation Committee nominated Greg Wall to be part of the Committee. **David Petersen** said Greg Wall is an exceptional candidate for the Committee as he is well educated and very talented with regards to historic preservation. All Council members supported the nomination.
- **Mayor Talbot** said the City is working with many business about the potential of relocating/opening in Farmington. He thanked everyone for their hard work and said more information will come.

Council Member Cory Ritz

- **Cory Ritz** said he has received multiple complaints regarding the roundabout on Clark Lane. He said many residents have suggested better signage needs to be included. Also, if there are plans for an expansion of the roundabout, he feels it should be completed sooner rather than later.
- He asked if reimbursement from the Federal Government has been received for the Park Lane realignment. **Dave Millheim** stated the City already received 93% of the cost of the realignment from the Federal Government. The project was able to remain under budget. **Cory Ritz** stated, based on input from residents that he has received, many would like an east/west connection through the roundabout. He asked if reopening a connection on Clark Lane would be an option. He feels this would also

assist in the traffic flow through the roundabout. **Dave Millheim** said the item can be reviewed again.

- He asked the status of the Cabela's agreement. **Dave Millheim** said the City has completed all that that it needed to do, including approval of the site plan once an easement has been recorded. The City is still waiting on the signed easement agreement that must be received before the plat records.

Council Member Brigham Mellor

- He proposed a new Tax to apply to hotels within Farmington. It is an additional tax that is available to municipalities and is a 0.5% tax that can be applied to the cost of renting a room. He feels having a small tax like this will bring additional tax revenue to the City and it would not cost Farmington residents any money. He offered a couple other tax suggestions. **Dave Millheim** suggested talking with the hotels about this tax prior to further exploring the option to ensure all needs are being met.

City Recorder Holly Gadd

- She requested help from the Mayor and a few Council members to participate in the Miss Farmington Community interviews. The judges need to be available on May 2, 2015 at 9:15 a.m. **Mayor Talbot, Brigham Mellor, and Jim Young** are available to help.

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

CLOSED SESSION

Motion:

At 8:57 p.m., **Jim Young** made a motion to go into a closed meeting for purpose of property acquisition and competency of an individual personnel. **Cory Ritz** seconded the motion which was unanimously approved.

Sworn Statement

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

Jim Talbot, Mayor

Motion:

At 9:45 p.m., a motion to reconvene into an open meeting was made by **Cory Ritz**. The motion was seconded by **Jim Young** which was unanimously approved.

John Bilton explained he had a conversation with John Wendt regarding Farmington Area Baseball League (FABL); he offered the City's assistance if Mr. Wendt feels it's needed. The Council members discussed some of the ways the City could lend support to FABL. **Cory Ritz** made a suggestion that staff meet with Neil Miller, the Parks and Recreation Department Director, to implement rapid improvements to the southern field behind the bus compound to ensure another field is available for use by the program. **Dave Millheim** will explore this with Neil Miller and report back to the Council.

ADJOURNMENT

Motion:

At 9:50 p.m., **Jim Young** made a motion to adjourn the meeting. **Doug Anderson** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation

FARMINGTON CITY COUNCIL MEETING

Fiscal Year 2016 Budget Meeting

April 21, 2015

DRAFT

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Associate City Planner Eric Anderson, City Engineer Chad Boshell, Water Sewer Advisor Larry Famular, Public Works Director Walk Holkenson, City Recorder Holly Gadd and Recording Secretary Lara Johnson.

An invocation was offered by Council Member **John Bilton** to begin the meeting.

Mayor Talbot said the budget will be discussed this evening. He welcomed everyone to the meeting. He turned the time to **Keith Johnson**, Assistant City Manager. **Keith Johnson** said on May 12, 2015, the Council will finalize the 2016 budget.

Wayne Hansen spoke on behalf of the City department heads. He said they all worked together to determine what they can do today to make for a better tomorrow. He feels the proposed budgets, as discussed with staff, will assist in accomplishing that goal. He also feels the proposed budgets will allow for City staff to meet and exceed the citizen's expectations, while fulfilling the expectations staff places on themselves. He thanked the Mayor and the Council members for their dedication and support.

Dave Millheim said the focus of the meeting is on the draft budget. He and **Keith Johnson** have gone through the draft together as well as collectively with all the departments to ensure all departments are unified on what is being proposed. **Dave Millheim** thanked all the City employees for their hard work; he appreciates a job well done.

Mayor Talbot thanked the Council members, as well as the department heads. He said he honors, respects and appreciates all of their hard work.

Cory Ritz asked for details regarding money for additional water supply. **Dave Millheim** said this portion of the meeting is just to discuss the General Fund; any money set aside to assistance in water supply will be found in the Water Fund portion of the budget which will be to come.

FUND BALANCE ANALYSIS – REVENUES AND EXPENDITURES

Keith Johnson said typically the projected range is approximately \$1 million; however, due to the number of large upcoming projects, the range has been increased to approximately \$1.3 million. He said there are a lot of things that are not currently considered in the budget, like possible improvements on 1100 W, as the City is unsure the outcome at this time. Having increased funds in the Fund Balance may assist with those unknowns if needed.

He said there are additional needs with increased personnel; the budget allows for an additional 5 employees to be hired. The budget has also planned to care for current employees.

Keith Johnson reviewed the current Fund Balance. He said revenues are coming in higher than anticipated increasing the current Fund Balance to approximately \$1.6 million.

There were a total of \$1.4 million in requests for expenses, but the budget has been revised to decrease the total requests by \$500,000 to ensure there is still adequate amounts within the Fund. He said they have tried to grow the Fund to ensure citizens' needs are being met, especially during this time of growth.

With regards to property taxes, **Dave Millheim** said the City has been able to keep increases to a minimum based on the past years. He said the City has greatly benefited from the increased revenue stream that has resulted from all the economic development within the City.

Mayor Talbot asked about how the RAP tax will affect the baseline tax budget. Although it is set aside for the specific purpose of the park and gym, **Keith Johnson** said the RAP tax will still be included in the baseline tax budget as it is still a tax.

This year's highlights of the budget include the following:

- General Fund is approximately 19% of total budget;
- Sales Tax is estimated to be approximately 13%, but may grow to over 15%;
- Expenditures have increased to over \$119,000;
- The park and gym construction has begun;
- Completion of the Public Works expansion; and
- Purchase of the ladder truck for the Fire Department.

Keith Johnson discussed how the Sales Tax will increase over the next year and how it impacts the future budgets. **Dave Millheim** cautioned that at some point the City's growth rate will level, but that if the City plans on it, it will not negatively impact the budget.

OVERVIEW OF OPERATING EXPENSES

Keith Johnson said the police and fire departments are the largest expenditures; he explained other expenses within the City.

REVIEW PERSONNEL ISSUES

Keith Johnson said collectively, all departments have requested an additional 8 City employees. After discussing all needs collectively, 5 additional employees were agreed upon.

He said there are not any changes in retirement, which also means there are not additional expenditures on it for budgeting purposes.

He said there will be a 3 ½% increase on medical and dental insurance for employees. **Dave Millheim** said that was the lowest increase he has seen in many years and that 90% of cities are seeing a 5-10% increase.

Keith Johnson said it was budgeted for a 3% raise for all City employees with an available 2% increased based on merit.

Mayor Talbot said he feels the City employees are stretching and doing more than employees in other states. He is appreciative of the City employees' hard work and dedication. He feels the 5% is an exceptional rate; he likes the 3% raise with the addition of the possible 2%. **Cory Ritz** asked if there will be any employees that do not receive the additional 2% if staff feels all employees are doing so well. **Dave Millheim** said those that do not receive the additional 2% will be the exception and not the rule. Although the City may have 5% available, **Dave Millheim** said the City has worked hard to reward merit and would like it to remain as part of the breakdown.

Keith Johnson discussed the upcoming personnel hiring needs within the City for the 5 agreed upon employees. The Mayor and City Council supported the hiring needs.

In June, **Keith Johnson** said there will be a \$2 increase to sewer charges. Central Davis Sewer District (CDS) is generating the increase. He said a public hearing must be held prior to this change. **Mayor Talbot** requested CDS give a presentation and discuss the change with the public at that time.

REVIEW OF DRAFT BUDGET MESSAGE

For the 2016 Fiscal Year, the budget consists of \$9.3 million. **Dave Millheim** said he and **Keith Johnson** worked together on all budget cuts to best determine what is critical and what needs to be amended. He reviewed what will be funded and what will be cut with the Mayor and the Council members.

OPERATIONS

Keith Johnson presented information on the Water Fund. There was a discussion about the upcoming needs of the City with regards to funding of numerous water projects in the future. Staff, the Mayor and the Council members all feel it important to ensure money is being saved and set aside to fund for what may need to be down the road.

Keith Johnson also discussed other operations including the Sewer Water Fund and the large projects that may be associated with it, the police department and the bond payments that assist in financing it, capital streets and signals and signage that are included on those streets, the West Davis Corridor response, Park Impact Fees and the possible upcoming uses of those fees and Fire Impact Fees and the need for uses like storage and equipment.

OTHER BUSINESS

Keith Johnson said the adoption of the tentative budget will be on May 5, 2015 with the meeting to finalize the official budget on May 12, 2015.

ADJOURNMENT

Motion:

At 9:00 p.m., **Jim Young** made a motion to adjourn the meeting. **Doug Anderson** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation

CITY COUNCIL AGENDA

For Council Meeting:
May 5, 2015

S U B J E C T: Discussion regarding Location of the Pool Fence

ACTION TO BE CONSIDERED:

Decide to leave the splash pad as part of the pool.

GENERAL INFORMATION:

See attached staff report prepared by Neil Miller.

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: Neil Miller, Parks and Recreation Director
Date: April 22, 2015
Subject: **TO DISCUSS SPLASH PAD AT THE POOL**

RECOMMENDATION

To leave the splash pad as part of the pool.

BACKGROUND

There have been suggestions to move the existing pool fence south to allow free and open access to our existing splash pad.

The splash pad was initially installed to allow more patrons into the pool. As it was, prior to the installation, we were unable to let all patrons in due to maximum capacity issues. By installing the splash pad it allowed all patrons in to the pool at the time of their arrival. By moving the fence back toward the pool, maximum capacity would again become an issue and restriction would once again be placed upon the number of patrons allowed into the pool. This could also affect our resident's ability to rent and host the size of parties they are accustomed to as well as the time used during swim lessons.

We, as staff, would recommend leaving the splash pad as is. Opening the splash pad to the public for free would reduce the capacity of the swimming pool area.

Respectfully Submitted,

Neil Miller,
Parks and Recreation Director

Review and Concur,

Keith Johnson,
Assistant City Manager

CITY COUNCIL AGENDA

For Council Meeting:
May 5, 2015

SUBJECT: City Manager Report

1. Executive Summary for Planning Commission held on April 9, 2015
2. Executive Summary for Planning Commission held on April 23, 2015
3. Police and Fire Monthly Activity Reports for March
4. May 26th City Council Meeting

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 City Planner
Date: April 10, 2015
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION HELD APRIL 9, 2015

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on April 9, 2015 [note: four commissioners attended the meeting—Chair Rebecca Wayment, Brett Gallacher, Kent Hinckley, and Heather Barnum.

3. Leslie Mascaro/Oakwood Homes - Applicant is requesting a recommendation for approval of final plat for the Avenues at the Station Phase II Subdivision consisting of 54 lots on 4.77 acres located at approximately 1100 West and Clark Lane in an RMU (Residential Mixed Use) zone. (S-5-15)

Voted to recommend that the City Council approve the final plat as written in the staff report.

Vote: 4-0

4. Scott Balling – Applicant is requesting a recommendation for final plat approval for the Kestrel Bay Townhomes (PUD) Subdivision (10 units) on .78 acres located at 145 West 620 South in an R-8 zone. (S-7-15 & S-11-12)

Voted to recommend that the City Council approve the final plat as written in the staff report, with the added condition as follows:

6. The applicant shall provide a color and/or architectural feature specific to each unit to add relief and interest to the facades of the building. With a recommendation from an architect, staff shall review and approve such elevations consistent with this request, concurrent with the building permit process.

Vote: 4-0

5. James Cheney (Public Hearing) -Applicant is requesting approval of a metes and bounds subdivision for the proposed Perry Subdivision consisting of 2 lots on .89 acres located at 1123 North Quail Wing Road, and a recommendation for rezone from an A (Agriculture) to an R (Residential) or LR (Large Residential) Zone related thereto. (S-13-15)

Voted to approve the metes and bounds subdivision as written in the staff report.

Voted to recommend that the City Council approve the rezone from A to R as written in the staff report.

Vote: 4-0

6. Mike Davey/BHD Architects (Public Hearing) - Applicant is requesting conditional use and site plan approval for the Farmington Crossing Warehouse on 3.93 acres located at approximately 975 North Shepard Church Road in a C (Commercial) PUD Zone. (C-2-15)

Voted to approve the site plan and conditional use permit as written in the staff report with the added condition as follows:

9) Davis County shall review and approve the site plan prior to issuance of a building permit.

Vote: 4-0

7. Farmington City (Public Hearing) – Applicant is requesting an amendment to Chapter 28 of the Zoning Ordinance as it relates to maximum height regulation for public and quasi-public buildings. (ZT-6-15)

Voted to recommend that the City Council approve the Zone Text amendment to Chapter 28 of the Zoning Ordinance as written in the staff report.

Vote: 4-0

8. Miscellaneous, correspondence, etc.
a. Jeppson flag lot/trail proposal (discussion item only).

After some discussion on the merits of connecting this trail to the cul-de-sac, the Planning Commission made a motion recommending that the City Council not create the flag lot, thus not extending the trail on the Jeppson's property nor on the Kempe's property for the following reasons:

- 1. The trail cannot utilize the Haight Creek Draw (as it is already tied up in private property);*
- 2. The trail doesn't connect any neighborhoods one to another;*
- 3. The trail would be too close to the Kempe house;*
- 4. There is questionable utility for such a short trail;*
- 5. There is already a parallel sidewalk available that already connects the trail.*

The commission also suggested that the City look into purchasing the land for a trail easement on John Jeppson's property.

Vote: 3-1 with Brett Gallacher being the dissenting vote.

- b. Calendar item: Regional Park and Gym open house.
- c. Other

Respectfully Submitted



Eric Anderson
Associate Planner

Review & Concur -



Dave Millheim
City Manager



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: April 24, 2015
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION HELD APRIL 23, 2015

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on April 23, 2015 [note: four commissioners attended the meeting—Chair Rebecca Wayment, Brett Anderson, Kent Hinckley, and Alex Leeman. Heather Barnum and Brett Gallacher were excused.

3. Paul Underwood (Public Hearing) – Applicant is requesting conditional use and site plan approval to build a pool house that exceeds the height limit in the underlying zone for property located at 1279 North Main on .86 acres in an LR (Large Residential) Zone. (C-3-15)

Voted to approve the conditional use and site plan as written in the staff report.

Vote: 4-0

4. John Hansen (Public Hearing) – Applicant is requesting conditional use and site plan approval to build two office buildings at approximately 491 West Bourne Circle on 3 acres in a CMU (Commercial Mixed Use) Zone. (SP-2-15)

After a prolonged discussion on the merits of requiring 'Farmington Rock' on the building and not just in the landscape, the commission voted to approve the conditional use and site plan as written in the staff report. It should be noted that the applicant is proposing that the columns be built with a brown synthetic stone product, but it is not the traditional grey of 'Farmington Rock'.

Vote: 3-1 with Rebecca Wayment being the dissenting vote.

5. Ernie Wilmore/ICO Development (Public Hearing) – Applicant is requesting approval for the proposed Residences at Station Parkway design development consisting of a 438 unit apartment complex (7 apartment buildings total) on 12.95 acres on property located at approximately 600 North and Station Parkway in a TMU (Transit Mixed Use) Zone. (SP-4-15)

Voted to approve the conditional use and site plan as written in the staff report. There was one condition that the improvement drawings and final site plan approval be delegated to staff.

Vote: 4-0

Respectfully Submitted

A handwritten signature in blue ink, consisting of a stylized 'E' followed by a horizontal line.

Eric Anderson
Associate Planner

Review & Concur

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

Dave Millheim
City Manager



Farmington City Police Department 2015 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	185	173	186									
Total Reports Officer	68	73	69									
Crime	103	81	93									
Accident	18	19	24									
Supp	54	29	52									
Citations	175	112	178									
Traffic	76	85	142									
Speed	21	24	39									
Parking	66	0	0									
Other	33	28	36									
Activities	3200	3061	3615									
Total												
Investigations Working	53	56	39									
# Reports	47	38	49									



Farmington City Police Department 2015 - Summary Cont.

		YTD	AVG
Cases		544.00	181.33
Reports	Officer	70.00	
	Crime	92.33	
	Accident	20.33	61
	Supp	45.00	
Citations	Total	155.00	465
	Traffic	101.00	
	Speed	28.00	84
	Parking	22.00	
	Other	32.33	
Activities		3292.00	9876
Investigations	Woking	49.33	
	# Reports	44.67	134



Farmington City Police Department
2015 - Summary Cont.

		YTD	AVG
Cases		544.00	181.33
Reports	Officer	70.00	
	Crime	92.33	
	Accident	20.33	61
	Supp	45.00	
Citations	Total	155.00	465
	Traffic	101.00	
	Speed	28.00	84
	Parking	22.00	
	Other	32.33	
Activities		3292.00	9876
Investigations	Woking	49.33	
	# Reports	44.67	134



Farmington City Fire Department

Monthly Activity Report

March 2015



Emergency Services

Fire / Rescue Related Calls: **23**
All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance Related Calls: **73 / Transported 36 (49%)**
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...

Calls Missed / Unable to adequately staff: **8**

Urgent EMS Related Response Times (AVG): **4.9 Minutes** **GOAL 4 minutes or less (+.9min.)**

Urgent Fire Related Response Times (AVG): **7.0 Minutes** **GOAL 4 minutes or less (+ 3.0min.)**

PT Department Man-Hours (based on the following 28-day pay periods Mar 6th and Mar 20th)

Part-Time Shift Staffing:	1,358	Budgeted 1,344	Variance + 14
Part-Time Secretary:	80	Budgeted 80	Variance - 0
Part-Time Fire Marshal:	80	Budgeted 80	Variance - 0
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime +16
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	166		
Emergency Callbacks:	225	FIRE 44 Hrs. / EMS 181 Hrs. (YTD) 483	
Special Event Hours:	0	(YTD) 26	
Total PT Staffing Hours:	1,909	(YTD) 2288	

Monthly Revenues & Grant Activity YTD

Ambulance (February):	Month	Calendar Year	FY 2015
Ambulance Services Billed:	\$24,366.76	\$55,327.44 YTD	\$359,949.75
Ambulance Billing Collected:	\$20,319.85	\$39,245.48 YTD	\$191,711.26
<i>Variances:</i>	<i>-\$4,046.91</i>	<i>-\$16,081.96 YTD</i>	<i>-\$168,238.49</i>
Collection Percentages:	83.4%	70.9%	53.3%

Grants / Assistance / Donations

Grants Applied For:

Specialized Safety Equipment & Training \$2,000 \$6,200 YTD

Grants / Funds Received / Awarded:

\$0 \$0 YTD

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

Drill # 1– Officers Monthly Meeting & Training:	15	
Drill #2– ADO-Aerial – Drill Nights & Testing	46	Avg. Wednesday Night Drill Att.
Drill #3– FIRE –NFPA 1410 Tactical Evolutions	46	FFD Personnel This Month: 16
Drill #4– EMS DRILL –OB Skills Lab w/ NICU Nurse	36	

Other: 50-Mile Day & Night Driving Course / Truck-71 22

Total Training / Actual Attended: 166 517 YTD

Fire Prevention & Inspection Activities

Business Inspections: 4 QTY

Fire Plan Reviews & Related: 12

Station Tours & Public Ed Sessions: 8 32 YTD

Health, Wellness & Safety Activities

Reportable Injuries: 1 2 YTD

Physical Fitness / Gym Membership Participation % 100%

Chaplaincy Events: 2

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals: 1 2 YTD

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

Additional Narrative:

*Call volumes increased compared to last month. Emergent EMS response times averaged 4.9 minutes and Emergent FIRE response times averaged 7.0 minutes. Eight calls resulted in “no-staffing” or “short-staffing” of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to availability). 49% of all Ambulance calls resulted in transporting patients to Hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables – NOTE: Minor corrections made previous collection data that’s reflected on this month’s report (Calendar Year & FY 2015). FFD exceeded the typical fulltime staffing hours due ADO-Aerial certification training and testing requirements. Evening drills held throughout the month focused on ADO-Aerial training with emphasis on certification evolutions and practical skills – **Academy testing completed with 100% pass rate of those in attendance!** The new ladder truck was sent to SLC for punch-list repair items and should be returned early April. EMS training focused on OB care with practical delivery evolutions with NICU Staff from IMC. FFD removed Fire & EMS apparatus from the building located on the west-side of Farmington and temporarily relocated it until suitable arrangements are made to help prevent service gaps on the west side of Farmington. One accident report submitted (twisted knee) that didn’t result in lost-time work.*

FFD received notification and follow-up visits from the Utah Bureau of Emergency Medical Services (UBEMS) regarding a detailed financial audit. Our department is one of the first departments in Northern Utah to be selected for such an audit – more to come...

If all goes to plan, FFD should receive a final piece of apparatus awarded through the FEPP grant program. This lightly used vehicle will allow us to consolidate several existing vehicles into one, thus help reduce our vehicle inventory! This replacement Special Response Vehicle (SRV) will house "Ice Rescue", "Rope Rescue" and "Wildland Support" equipment and double up as an Incident Command Post when indicated. This (M1079) 4x4 unit comes equipped with a tactical, heated and air-conditioned module with less than 7,000 miles.

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

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

Respectfully,

Guido Smith
Fire Chief



Proud Protectors of Your Life and Property – *Since 1907*



Over 100 Years of Community Pride & Ownership!

CITY COUNCIL AGENDA

For Council Meeting:
May 5, 2015

SUBJECT: Mayor Talbot & City Council Reports

1. Planning Commission replacement for Val Halford.

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



Dave Petersen <dpetersen@farmington.utah.gov>

Letter to Mayor Jim Talbot

1 message

Val John Halford <vhalford@wfr.org>

Tue, Apr 14, 2015 at 2:11 PM

To: Dave Petersen <dpetersen@farmington.utah.gov>

Dear Mayor Talbot,

Unfortunate circumstances have compelled me to resign my position as a member of the Farmington City Planning Commission. I am deeply embarrassed and disappointed to leave after such a short period of time in this position. Indeed, I was looking forward to serving Farmington City over the next several years in this unique capacity and regret an unforeseen situation that developed within the last two weeks. An awkward misunderstanding between the course scheduling administrator and the head of the Natural Science Department at the Salt Lake Community College obliged me to choose between teaching on Thursday nights or attending to my duties as a planning commissioner. As you know, I have taught at the College for the past 15 years and would like to continue to do so long after my retirement.

Please accept my most sincere and deepest apology for this unforeseen event. I thought this matter had been successfully resolved and was surprised to learn otherwise. I remain grateful for the opportunity you personally provided me these past several months. I only wish my after-hour obligations were not so constraining.

Again, I'm sorry for any inconvenience I have caused. I appreciate your understanding.

Sincerely,

Val John Halford