

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, July 19, 2016, 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 Davis Creek Residential Subdivision Schematic Plan

7:15 Davis Creek Commercial Subdivision Schematic Plan

7:25 Plat Amendments for Eastridge Estates Phase I Subdivision, Oakridge Farms Subdivision and Somerset Hollow Subdivision

7:35 Miscellaneous Zoning and Subdivision Ordinance Amendments

NEW BUSINESS:

7:45 Kilgore Contracting to Construct the FY2017 Road Maintenance Project

7:55 Development Agreement Amendment Request – Rice Farms PUD

SUMMARY ACTION:

8:05 Minute Motion Approving Summary Action List

1. Red Barn Recovery Improvements Agreement
2. Miller Meadows Phase 6 Improvements Agreement
3. Approval of Minutes from June 21, 2016
4. Approval of Minutes from July 5, 2016

GOVERNING BODY REPORTS:

8:10 City Manager Report

1. Executive Summary for Planning Commission held on June 23, 2016
2. Executive Summary for Planning Commission held on July 7, 2016
3. Fire Monthly Activity Report for June

8:15 City Council Committee Reports

8:25 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 14th day of July, 2016.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
July 19, 2016

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

It is requested that Council Member Doug Anderson give the invocation to the meeting and it is requested that Council Member John Bilton 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:
July 19, 2016

PUBLIC HEARING: Davis Creek Residential Subdivision Schematic Plan

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See 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: July 19, 2016

SUBJECT: **Davis Creek Residential Subdivision Schematic Plan**
Applicant: **Nick Mingo – Ivory Homes**

RECOMMENDATION

- 1) Hold a public hearing;
- 2) Move that the City Council approve the schematic plan subject to all applicable Farmington City ordinances and development standards and the following conditions:
 1. The applicant shall receive approval for the open space waiver, in the amount of \$90,000 payable to the City, by a vote of not less than four (4) City Council members prior to plat recordation;
 2. The applicant shall provide a 30' storm drain, sanitary sewer, and secondary water easement from the cul-de-sac to the proposed Davis Creek Commercial Subdivision on preliminary and final plat, as illustrated on the attached schematic plan;
 3. The applicant shall provide all side treatments, including curb, gutter, sidewalk, and park strip on both sides of the proposed road for its entire length;
 4. The applicant receive approval from the City Council for the cul-de-sac which exceeds 1,000' in length per Section 12-7-040(4)(d) of the Subdivision Ordinance.

Findings for Approval:

1. There appears to be no sensitive or constrained lands on site worth preserving, and the 2.85 acres of open space could be better used elsewhere in the City.
2. The lot sizes exceed the minimum and average lot size required in a Conservation Subdivision for an AE zone significantly.
3. The proposal seeks to create in-fill development in an area of the City where such development makes sense, i.e. across from the new high school.
4. By moving the road to the southern and western boundaries, the proposed schematic plan is allowing for the future development of several adjacent property owners who otherwise might not be able to develop their long and deep parcels.
5. The Fire Department has provided no dissenting comments regarding the cul-de-sac to be in excess of 1,000'.

6. The Planning Commission has determined that the physical conditions of the development site makes it impossible to develop the property any other way.

BACKGROUND

The applicant, Ivory Homes is proposing a residential subdivision accessed off of Glover Lane; this application is in conjunction with application S-10-16 which is a commercial subdivision in the LM&B zone. Originally, the applicant proposed one application for both subdivisions, but staff requested that they be separated by uses: commercial and residential. The provided yield plan shows that in a conventional AE subdivision the applicant could develop 8 lots, and in a ½ acre yield plan, he could develop 15.

Because the project is above the 5 acre threshold required for a conservation subdivision in all agriculture zones, the applicant has elected to pursue this option, and must therefore meet all of the requirements as set forth in Chapter 12 of the Zoning Ordinance. The lot size minimum for conservation subdivisions in the AE zone is 9,000 s.f. with an average lot size of 11,667 s.f., and an open space requirement of 30%, or 2.85 acres. The applicant and city staff feel that this open space could better be used elsewhere in the City, such as the regional park, and therefore the applicant is seeking for a waiver of the open space. As part of the approval process for schematic plan, the Planning Commission will be making a recommendation on the requested waiver and the City Council will be approving/denying it.

“Subject to the provisions set forth herein, any provision of this Chapter may be waived by the City upon a vote of not less than four (4) members of the City Council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the City Council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this Chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality, and/or value.”

As there appears to be no constrained and/or sensitive areas within this property to be preserved as conservation land, and because of the size of the open space required, staff feels that the “finding of good cause” is that the open space would be better used and consolidated elsewhere in the City, particularly the regional park. The applicant has met with the City Manager and they have negotiated an amount on the waiver, however, that negotiation does not in any way bind the Planning Commission or City Council to approving the waiver; it simply sets the amount should the City Council approve the waiver.

Because the majority of the properties surrounding this proposal are un-platted parcels that used to be in the County, the size of the proposed lots are smaller than those of adjacent neighbors. However, as the area starts to develop as in-fill and these large properties are subdivided, the lots will likely be of a similar size. Additionally, the applicant is providing access for abutting property owners to develop their lots in the future through this development.

Staff has requested that the applicant push the road to the western and southern boundary of their property to give access to the rear of several property owners’ lots, if they should develop in the future. However, on the southern boundary shared with the Gisseman’s, the schematic plan does not show curb,

gutter, park strip, or sidewalk. A condition has been included to address this issue; however, in complying with this condition, the cul-de-sac exceeds the 1000' dead-end road restriction. Per Section 12-4-040(4)(d) of the Subdivision Ordinance, the City Council, after a recommendation from the Planning Commission and DRC, including the City Engineer, Public Works, and Fire Department, must approve any extension of the cul-de-sac. All of these entities have recommended approval of this dead end street. The Planning Commission added a condition for approval that reflects the deviation of the required ordinance.

Supplemental Information

1. Vicinity Map
2. Schematic Plan
3. Yield Plan

Applicable Ordinances

1. Title 11, Chapter 7 – Site Development Standards
2. Title 11, Chapter 10 – Agriculture Zones
3. Title 11, Chapter 12 – Conservation Subdivisions
4. Title 12, Chapter 6 – Major Subdivisions
5. Title 12, Chapter 7 – General Requirements for all Subdivisions

Respectfully Submitted



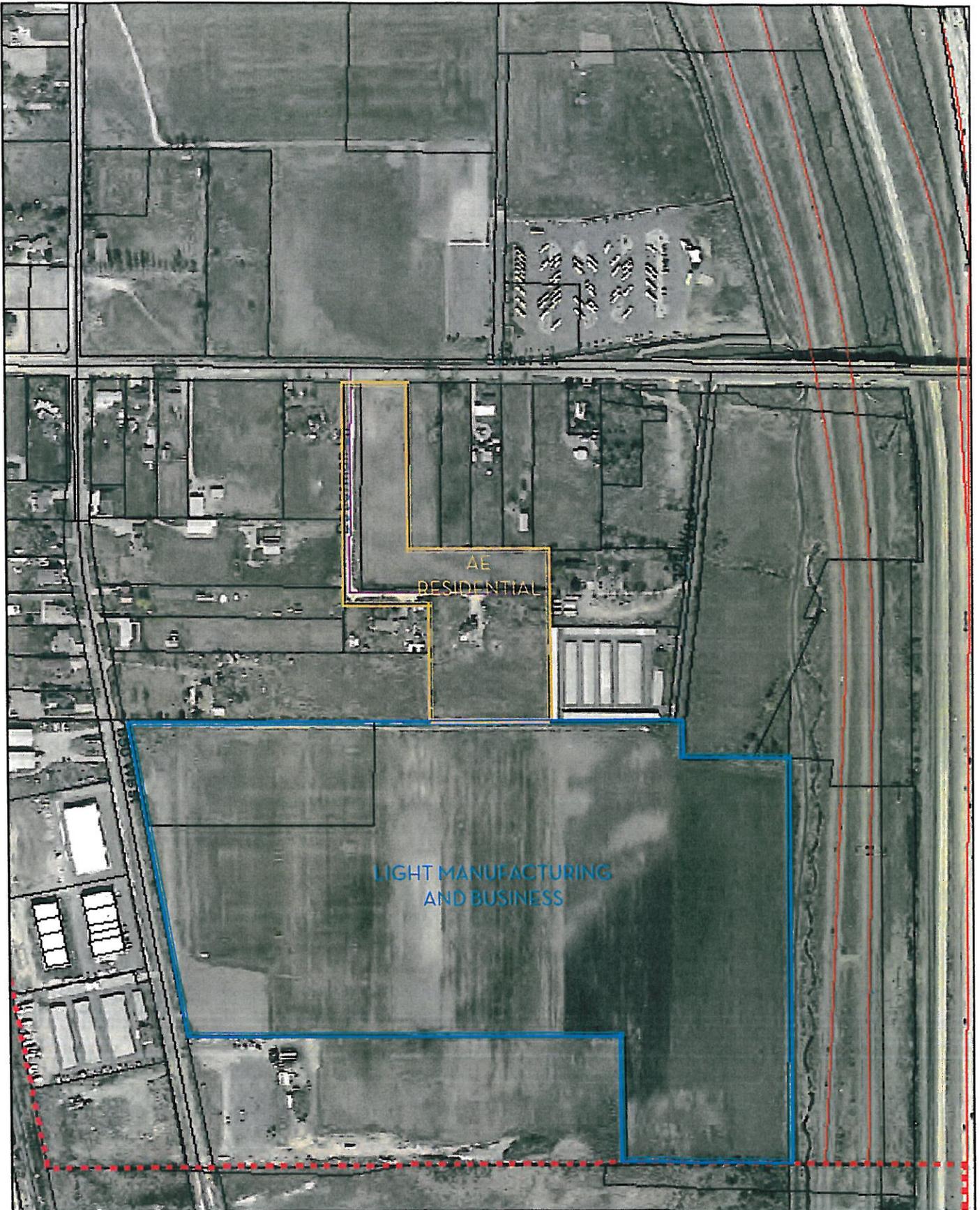
Eric Anderson
Associate City Planner

Review and Concur



Dave Millheim
City Manager

Farmington City





EDM Partners LLC
 870 West 3280 East Salt Lake City, UT 84143-2616
 (801) 261-7191
 www.edmllc.com



S/TALLES P = 60°

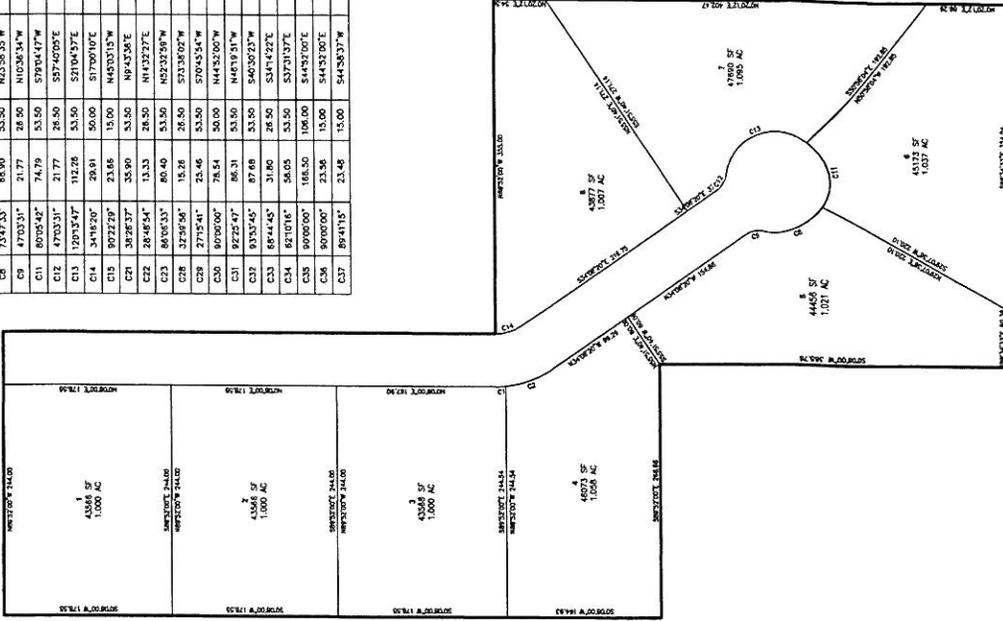
NOTES:
 1. From Development
 2. From Subdivision
 3. Sub Lot Area
 801-712-7060
 111-84117

Davis Creek Sub.
1269 South 650 West
 Residential Yield Plan

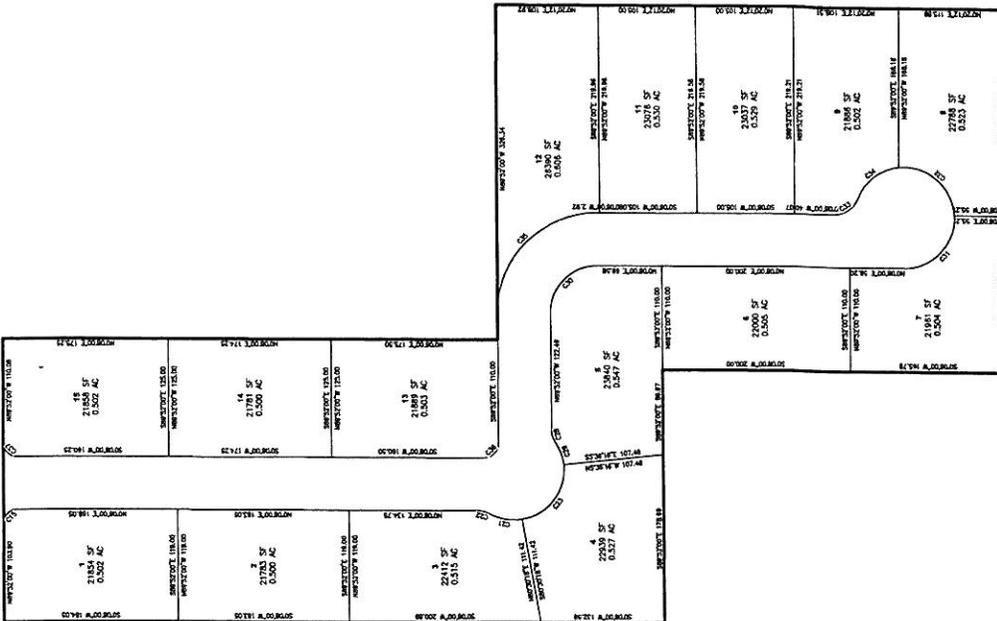
PROJECT: _____
 DRAWN BY: _____
 CHECKED BY: _____
 REVISIONS: _____
 No. DATE: _____
 REMARKS: _____

DATE: April 20, 2016
 SHEET NUMBER: O-4

CURVE	DELTA	ARC LENGTH	CHORD	DIRECTION	CHORD LENGTH
C1	54°45'54"	10.67	106.00	N24°44'57"W	10.66
C2	28°30'26"	52.74	106.00	N19°53'07"W	52.20
C3	73°47'33"	65.90	33.50	N23°50'35"W	64.24
C4	47°03'31"	21.77	26.50	N10°30'34"W	21.16
C5	80°24'43"	74.79	33.50	S79°24'17"W	68.85
C6	47°03'31"	21.77	26.50	S57°40'25"E	21.16
C7	47°03'31"	21.77	26.50	S57°40'25"E	21.16
C8	34°48'20"	29.91	50.00	S17°09'10"E	29.46
C9	120°33'47"	112.26	53.50	S21°04'37"E	92.77
C10	89°22'29"	23.86	15.00	N43°03'15"W	21.28
C11	38°26'37"	35.89	33.50	N43°23'27"E	35.23
C12	28°46'54"	13.33	26.50	N43°23'27"E	13.19
C13	84°03'33"	60.40	33.50	N23°32'59"W	73.05
C14	31°25'44"	15.36	36.50	S70°30'02"W	15.05
C15	27°15'41"	23.46	33.50	S70°43'54"W	23.22
C16	90°06'00"	78.54	50.00	N44°32'02"W	70.71
C17	92°25'47"	86.31	53.50	N46°19'51"W	77.25
C18	93°53'45"	87.68	53.50	S40°39'23"W	76.19
C19	88°44'45"	31.80	26.50	S34°42'22"E	29.92
C20	61°01'16"	56.05	33.50	S37°31'37"E	55.23
C21	90°06'00"	166.50	106.00	S44°53'00"E	149.91
C22	90°06'00"	23.36	15.00	S44°53'00"E	21.21
C23	85°41'12"	23.46	13.00	S44°30'37"W	21.16



YIELD PLAN
 1/2 ACRE LOTS



YIELD PLAN
 1/2 ACRE LOTS

CITY COUNCIL AGENDA

For Council Meeting:
July 19, 2016

PUBLIC HEARING: Davis Creek Commercial Subdivision Schematic Plan

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See 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: July 19, 2016
SUBJECT: **Davis Creek Commercial Subdivision Schematic Plan**
Applicant: **Nick Mingo – Ivory Homes**

RECOMMENDATION

- 1) Hold a public hearing;
- 2) Move that the City Council approve the schematic plan subject to all applicable Farmington City ordinances and development standards and the following conditions:
 1. The applicant shall provide a storm water easement in favor of Farmington City from the north to the south boundary, and show this easement on preliminary plat;
 2. A note shall be placed on the plat reflecting and detailing UDOT's most current plans for alignment of the West Davis Corridor and how these plans may affect the underlying property.

Findings for Approval:

1. The proposed subdivision is the highest and best use for this property given the underlying LM&B zoning designation.
2. The proposed subdivision meets all of the requirements as outlined in Chapter 26 of the Zoning Ordinance.
3. The proposed subdivision creates added connectivity to the area with three points of ingress/egress to Glover Lane and 650 West.
4. By providing a storm-water easement the length of the property, the City is protecting itself from future drainage issues should the subdivision not be built due to the ultimate West Davis Corridor alignment.

BACKGROUND

On January 5, 2016 the City Council denied the property owners and Ivory Homes, acting as their agent, a zone map amendment application to rezone a portion of this property from LM&B to AE. As a result, the applicant is proposing a commercial subdivision accessed off of 650 West and Glover Lane

(via 325 West) that conforms with the underlying LM&B zone; this application is in conjunction with application S-9-16 which is a residential subdivision in the AE zone. Originally, the applicant proposed one application for both subdivisions, but staff requested that they be separated by uses: commercial and residential. As there are no lot requirements, with the exception that all lots front a public street and be at least 35' wide, the proposed schematic plan is in compliance with Chapter 26 of the Zoning Ordinance that regulates the LM&B zone. As each lot is developed, applications will be reviewed for conformance of use, setback requirements, building height, etc.; at that time, each application will need a building permit and possibly a conditional use permit, depending on the proposed use.

While neither the Planning Commission nor City Council should make a land use decision based on the preferred alignment of the West Davis Corridor because a record of decision has yet to be made, it bears mentioning that if the preferred alignment is chosen, a significant portion of this property will be directly in the alignment. Staff's concern is not on this property never being developed, but rather on the implications of that occurring; if the roads are not built, then the storm water conveyed to this project from the Ivory Homes project Davis Creek Conservation Subdivision will drain into an empty field or a freeway. The City Engineer has expressed a desire to have a storm drain easement recorded, in favor of Farmington City, from the north end of this subdivision (that is shared with Davis Creek Conservation Subdivision) to the south end of this project, or the proposed detention basin. Additionally, a condition has been added for the applicant to place a note on the plat that details the most current and up-to-date status regarding the West Davis Corridor. For instance, if the WDC is still at the stage of preferred alignment and an official record of decision has not been made to date, then the note should state something along the lines of: "These proposed lots are in the path of the stated preferred alignment of the West Davis Corridor and may be condemned at a future date."

Supplemental Information

1. Vicinity Map
2. Schematic Plan

Applicable Ordinances

1. Title 11, Chapter 7 – Site Development Standards
2. Title 11, Chapter 26 – Light Manufacturing and Business
3. Title 12, Chapter 6 – Major Subdivisions
4. Title 12, Chapter 7 – General Requirements for all Subdivisions

Respectfully Submitted



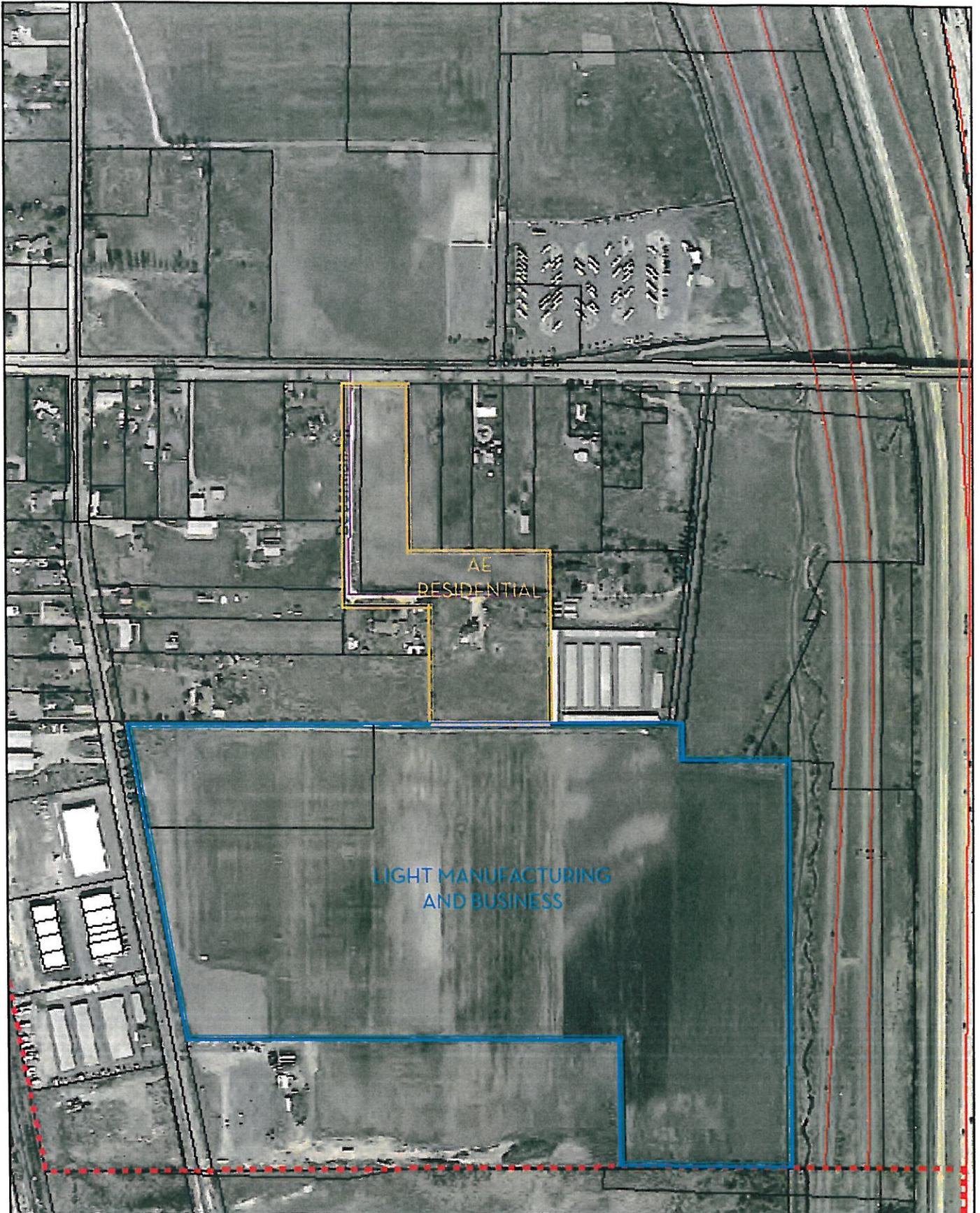
Eric Anderson
Associate City Planner

Review and Concur



Dave Millheim
City Manager

Farmington City



CITY COUNCIL AGENDA

For Council Meeting:
July 19, 2016

PUBLIC HEARING: Plat Amendments for Eastridge Estates Phase I Subdivision,
Oakridge Farms Subdivision and Somerset Hollow Subdivision

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Move that the City Council approve the proposed Eastridge Estates Phase I Subdivision Plat Amendment set forth herein; approve the Bramhall/Oakridge Farms Subdivision Plat Amendment as set forth herein; and approve the Simmons/Somerset Hollow Subdivision Plat Amendment as set forth herein.

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: July 19, 2016
SUBJECT: **PLAT AMENDMENTS**

RECOMMENDATION

1. Hold a public hearing (if necessary).
2. Move that the City Council approve the proposed Eastridge Estates Phase I Subdivision Plat Amendment set forth herein; approve the Bramhall/Oakridge Farms Subdivision Plat Amendment as set forth herein; and approve the Simmons/Somerset Hollow Subdivision Plat Amendment as set forth herein.

BACKGROUND

- A. Eastridge Estates Phase I Subdivision (S-11-16). Symphony Homes developed and currently owns all the lots within the Eastridge Estates Phase I Subdivision and they desire to combine Lots 104 and 105. As this is not increasing density within the subdivision, and Symphony Homes presently owns all of the lots within Eastridge Estates Phase I, staff is recommending approval of this plat amendment.
- B. Bramhall/Oakridge Farms Plat Amendment (S-12-16). Chris and Chris Bramhall own Lots 37 and 38 in the Oakridge Farms Subdivision; these lots are side-by-side and they wish to combine them in order to renovate and expand their existing house across the property line. The existing home is sited on Lot 38. However, building code does not allow a house to straddle property lines, so the applicants wish to combine the lots into a single parcel. Because the density of the existing subdivision is decreasing, the applicant is utilizing a vacant lot, and the applicant is getting the highest and best use of their property staff is recommending approval.

C. Simmons/Somerset Hollow Plat Amendment (S-13-16). Gary and Camille Simmons own Lots 1 and 2 in the Somerset Hollow Subdivision; these lots are side-by-side and they wish to combine them in order to renovate and expand their existing house (which sits on Lot 1) across the property line. However, building code does not allow a house to straddle property lines, so the applicants wish to combine the lots into a single parcel. Because the density of the existing subdivision is decreasing, the applicant is utilizing a vacant lot, and the applicant is getting the highest and best use of their property staff is recommending approval.

Supplemental Information

1. Proposed Eastridge Plat Amendment and Map
2. Proposed Oakridge Farms Plat Amendment and Application Letter
3. Proposed Somerset Hollow Plat Amendment and Application Letter

Respectfully Submitted

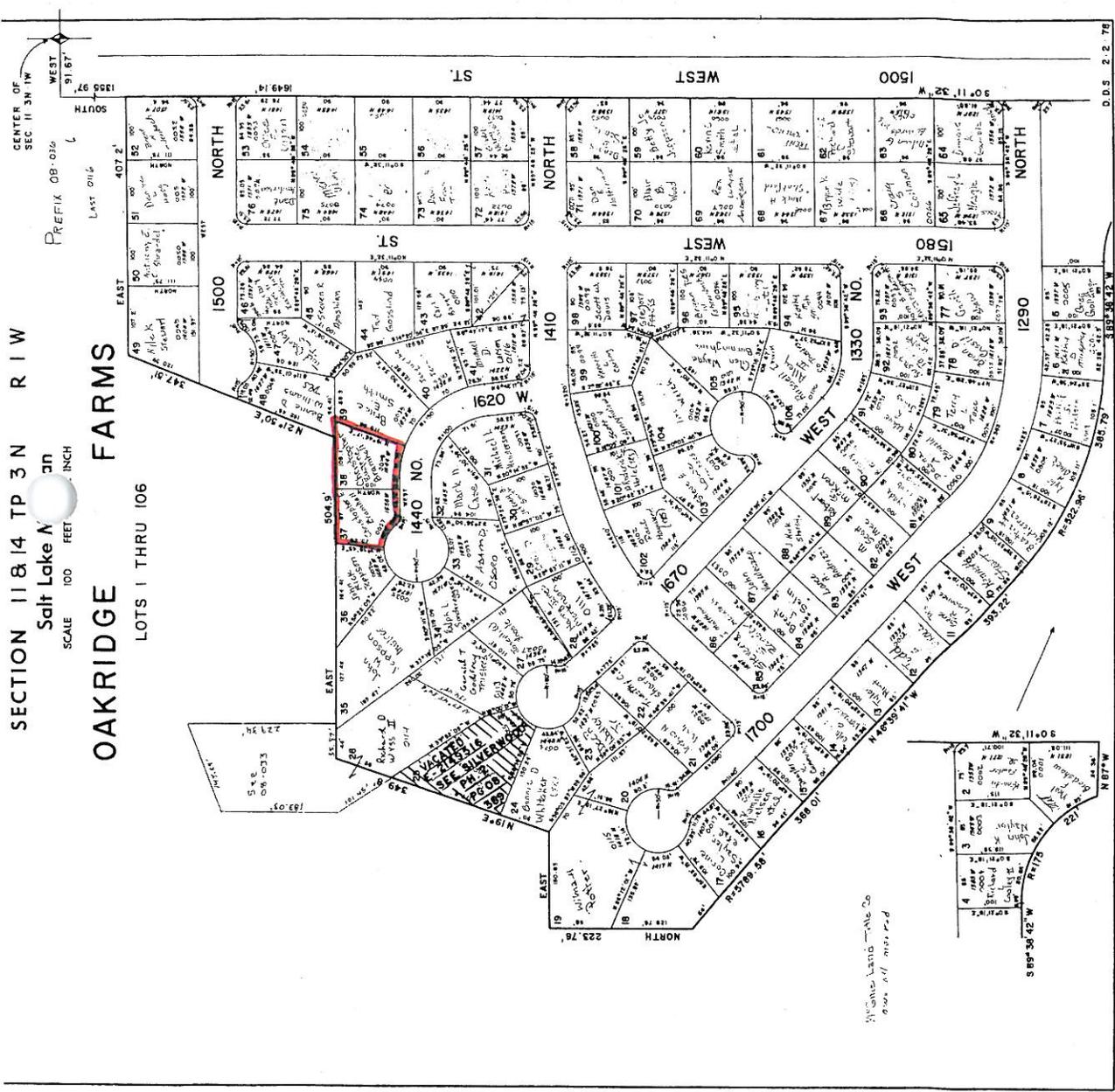


Eric Anderson
City Planner

Concur



Dave Millheim
City Manager



SECTION 118.14 TP 3N R 1W
 Salt Lake National
 SCALE 100 FEET = 1 INCH
OAKRIDGE FARMS
 LOTS 1 THRU 106

CENTER OF
 SEC 118.14
 WEST 91.67'
 SOUTH 1355.97'
 PREFIX 08-036
 LAST DING 407.2'

036

08

Michigan Land Title Co
 Salt Lake, Utah

D.D.S. 2.2.78

June 3, 2016

Jim Talbot
Mayor
Farmington City
160 South Main Street
Farmington City, Utah 84025

Re: Lots 37 and 38, Oakridge Farms

Dear Mayor Talbot:

We are the owners of Lots #37 and #38 in the Oakridge Farms subdivision. These lots are adjacent to each other, as shown on the attached plat map. Our home is situated on Lot #38, and Lot #37 has been vacant since we purchased it.

We are undertaking a home remodeling project, and may need to utilize a portion of Lot #37 for expansion. We would therefore like to combine the two lots. By this letter we are petitioning the City Council to combine Lots #37 and #38 into a single parcel. We understand this petition will be calendared for the next City Council meeting for consideration, and that public notice may be required.

Please initiate this process and let us know if any further action is required on our part. We can be reached at home at [REDACTED] or at work at [REDACTED]. Thank you for your consideration.

Sincerely,


Christopher E. Bramhall

Christine J. Bramhall

Cc: David Petersen

SECTION 12 TP 3 N R 1 W

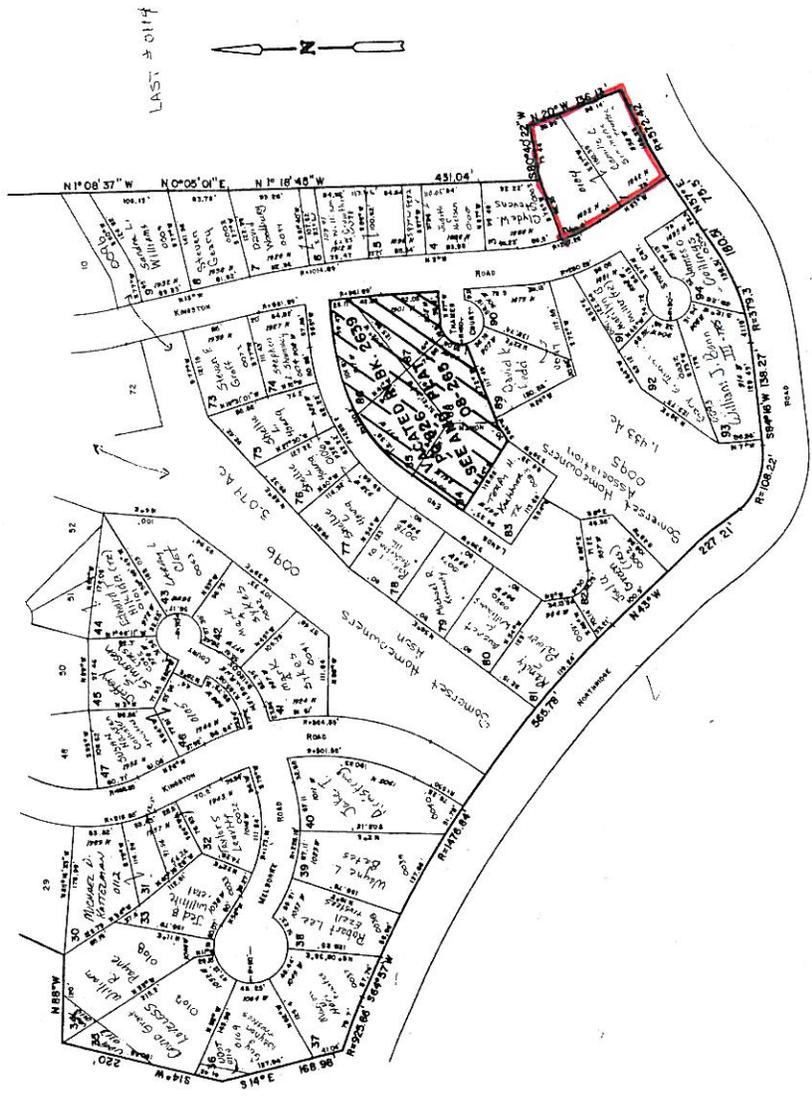
Salt Lake /  an
SCALE 100 FEET = 1 INCH

SOMERSET HOLLOW P.U.D.

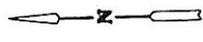
SOUTH HALF

LOTS 1 THRU 9, 30 THRU 47

B 73 THRU 94



LAST = 0114



045 80

5 June 2016

David E. Petersen
Director, Community Development
Farmington City
160 South Main Street
Farmington, Utah 84025

RE: Correcting Plat Drawing, Lots #1 and #2, Somerset Hollow

Dear Mr. Petersen:

We are writing to respectfully ask that you and the city help us to resolve a plat drawing issue that needs to be settled prior to our obtaining proper building permits for a planned addition to our home.

We have owned all of Lots #1 (Serial #080450104) and #2 (Serial #080450104), Somerset Hollow since 1986 and 1987 respectively. We moved into our home located on Lot #1 in January, 1987. For property tax purposes and homeowners association fees, we soon thereafter combined the two lots into one by legal representation, which is why they have identical serial numbers. We mistakenly thought that this completed the required legal transition. However as you have recently pointed out to us, the plat drawings still reflect two distinct lots, with a line drawn between the two. This is indeed our error and oversight.

We therefore are writing to request that the official plat drawings for the city and county reflect that Lots #1 and #2 are indeed only one distinct lot and that the line currently drawn between the lots be officially removed. Our understanding is that if this line is removed by official city government action, the two lots will indeed be finally and completely recognized as one. Since our purchase of Lot #2 in 1987, we have treated the two lots as one by landscaping and masonry fencing. We have never entertained the thought that Lot #2 exists separately to be sold distinct from Lot #1. Our legal intent now and in the future is that there is only one lot, not two.

We understand that this needs to be completed in order for our building permits to be properly issued. The legal owner of these properties is the Camille C. Simmons Living Trust. We, the undersigned are the official trustees of that trust.

We thank you and the city for your expert counsel and action on our behalf. Please inform us if you have additional needs to which we need to attend.

Best wishes,

Camille C. Simmons

Camille C. Simmons
Trustee, Camille C. Simmons Living Trust

Gary A. Simmons
Gary A. Simmons
Trustee, Camille C. Simmons Living Trust

Camille Simmons
[Redacted]
*Call me in the
evening and I
contact you.*
S-13-10

CITY COUNCIL AGENDA

For Council Meeting:
July 19, 2016

PUBLIC HEARING: Miscellaneous Zoning and Subdivision Ordinance Amendments

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Move that the City Council approve the enclosed amendments to the zoning and subdivision ordinances as set forth in the July 19, 2016 staff report and the enclosed enabling ordinance related thereto. Including findings a-e.

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
BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson – Associate City Planner
Date: July 19, 2016
SUBJECT: MISCELLANEOUS ZONING AND SUBDIVISION ORDINANCE AMENDMENTS
Applicant: Farmington City

RECOMMENDATION

- A. Hold a Public Hearing;
- B. Move that the City Council approve the enclosed amendments to the zoning and subdivision ordinances as set forth in the July 19, 2016 staff report and the enclosed enabling ordinance related thereto.

Findings:

- a. Requiring Special Exceptions to be public hearings gives the Planning Commission a chance to hear from affected neighbors, receive input on considerations that may influence their decision, and negotiate the means to mitigate negative impacts that will benefit the City, applicant, and adjacent property owners.
- b. Adding language that prohibits the charging of a fee will bring the OTR zone into consistency with the other residential zones throughout the City.
- c. Broadening the scope of where Temporary Uses are allowed actually gives the City greater control through Section 11-28-120 of the Zoning Ordinance, and allows for the proper delegation of residential and commercial Temporary Uses to those zones where they are intended to be.
- d. Removing the prohibition of flag lots in recorded subdivisions will allow for greater in-fill opportunities and flexibility in the future, especially as it relates to the utilization of oddly shaped lots, such as narrow and deep lots, or lots with severe topography.
- e. Broadening the requirement of one unrelated employee total to one unrelated employee at any one time gives Home Occupation proprietors greater flexibility with their businesses.

BACKGROUND

The updates to the Farmington City Ordinance included with this proposal are as follows: **a)** Amending Section 11-3-045, requiring a public hearing for special exceptions; **b)** Adding language to Section 11-17-

070(4)(d) specifying that no fee will be required to appear before the Planning Commission for a height increase of an accessory building in the OTR zone, as in other residential zones; c) Broadening Sections 11-13-030, 11-15-030, and 11-26-040, to include “temporary uses” as a conditional use in the Multi-Family, Light Manufacturing and Business, and Business Residential zones; d) Removing language from Section 12-7-030(10)(a) of the Subdivision Ordinance that restricts the allowance of flag lots in a platted subdivision; e) Amending Section 11-35-103(1) adding language clarifying the allowable number of external employees of home occupations.

a) Amending Section 11-3-045, requiring a public hearing for special exceptions.

Currently there is no requirement for special exceptions, as found in Title 11 Chapter 3 Section 045, to be public hearings; the ordinance states that a special exception needs to be reviewed by the Planning Commission at a public meeting. Since all Planning Commission meetings are public and noticed as such, this criteria is met any time a special exception application comes before the Planning Commission. However, staff feels that more should be done in regards to the noticing requirement, and feels that requiring this item to be a public hearing at a publicly held Planning Commission meeting is more prudent. As such, all of the normal noticing requirements of other public hearings such as conditional uses, subdivision applications, and site plan approvals would now apply to a special exception; these requirements being a 300’ mailing to all surrounding residents and the posting of a sandwich board on the subject property describing the impending hearing. This will give adjacent neighbors who may be impacted to voice concerns and work with the Planning Commission and applicant to mitigate any potentially negative and adverse impacts. Staff is recommending that the section be amended to the following:

11-3-045 Special Exceptions

(4) Purpose. A special exception is an activity or use incidental to or in addition to a principal use permitted in a zoning district or an adjustment to a fixed dimension standard permitted as an exception to the requirements of the Title or an adaptive reuse of a building or structure eligible, or that may be eligible, for the National Register of Historic Places so long as the adaptive re-use does not compromise such eligibility. A special exception has less potential impact than a conditional use but still requires careful review of such factors as location, design, configuration and/or impacts to determine the desirability of authorizing its establishment on any given site. This Section sets forth procedures for considering and approving special exceptions to the provisions of this Title.

(b) After the application is determined to be complete, the Zoning Administrator shall schedule a public hearing meeting before the Planning Commission. Notice of public hearings shall be given as required by law and according to policies established by the

Commission. The Planning Commission shall take action on the application within a reasonable time after the filing of a complete application.

- (i) A staff report evaluating the application shall be prepared by the Zoning Administrator.
- (ii) The Planning Commission shall hold a public ~~hearing~~ meeting and thereafter shall approve, approve with conditions or deny the application pursuant to the standards set forth in Section 11-3-045(5) below. Any conditions of approval shall be limited to conditions needed to conform to the special exception to approval standards.
- (iii) After the Planning Commission makes a decision, the Zoning Administrator shall give the applicant a written notice of the decision.
- (iv) A record of all special exceptions shall be maintained in the office of the Zoning Administrator.

b) Adding language to Section 11-17-070(4)(d) specifying that no fee will be required to appear before the Planning Commission for a height increase of an accessory building in the OTR zone, as in other residential zones.

Chapters 10, 11, and 13 of the Zoning Ordinance, regulating the Agriculture, Single Family, and Multi-Family Residential Zones respectively, all have language requiring that any height increase to a detached accessory building go through a conditional use permit, and that no fee shall be charged for such an application. The only residential zone that does not have the language of “no fee shall be assessed for such an application” is the OTR zone; the proposed zone text amendment addresses this oversight through the following:

11-17-070 New Construction Design Guidelines.

- (4) Building Height.
 - (a) New building height should be similar to those found historically in the vicinity, and shall not exceed twenty-seven (27) feet height;
 - (b) No dwelling structure shall contain less than one (1) story;
 - (c) Except as otherwise provided herein, the height of a new addition shall be equal to or less than that of the original building;

- (d) Accessory buildings or structures shall be subordinate in height to the main building and shall not exceed 15 feet in height unless approved by the Planning Commission after a review of a conditional use application filed by the property owner. No fee shall be assessed for such application.

c) Broadening Sections 11-13-030, 11-15-030, and 11-26-040, to include “temporary uses” as a conditional use in the Business Residential, Light Manufacturing & Business, and Multi-Family Residential zones.

Temporary uses are regulated in Section 11-28-120 of the Zoning Ordinance; this section is quite extensive. However, there are zones throughout the City that do not specify whether temporary uses are allowed; so while the governing ordinance does make specific allowances for different types of temporary uses based on whether the underlying zone is residential or commercial, the multi-family and business residential zones do not currently allow for temporary uses, and likewise, the Light Manufacturing and Business zone does not either. By amending these three sections of the Zoning Ordinance, this oversight will be rectified and these three zones will allow for temporary uses through a conditional use permit. By allowing these temporary uses as conditional uses, the City still has protective measures in place through Section 11-28-120. For instance, a fireworks stand or shaved ice shack would not be allowed in a residential zone, including the downtown zone designation of BR, but an agriculture sales stand, or a temporary office in a model home for a new subdivision could be.

The amendment would clean these discrepancies up as follows:

MULTIPLE FAMILY RESIDENTIAL ZONES (R-2, R-4, AND R-8)

11-13-030 Conditional Uses.

The following are conditional uses in multiple-family residential zones. No other conditional uses are allowed, except as provided by Section 11-4-105(6):

- (1) Apartment dwelling group;
- (2) Class B animals;
- (3) Class D animals;
- (4) Day-care center;
- (5) Dwelling, Accessory (only in the R-2 zone);

- (6) Dwellings, three family (R-4 and R-8 zones only);
- (7) Dwellings, four family (R-4 and R-8 zones only);
- (8) Dwellings, five to eight family in R-8 zones only (may exceed density standard established by Section 11-13-104 as approved by the Planning Commission up to a maximum density of fifteen (15) dwelling units per acre);
- (9) Greenhouses, private with no retail sales;
- (10) Home occupations as identified in Section 11-35-104 of this Title;
- (11) Professional offices (except in R-2 zones);
- (12) Private school or hospital;
- (13) Public uses;
- (14) Public utility installations (except lines and rights-of-way);
- (15) Quasi-public uses;
- (16) Residential facilities for the elderly;
- (17) Residential facilities for the handicapped; and
- (18) Secondary dwelling unit;
- (19) Temporary Uses.

BUSINESS/RESIDENTIAL ZONE (BR)

11-15-030 Conditional Uses

The following are conditional uses in the BR Zone. No other conditional uses are allowed, except as provided by Section 11-4-105(6):

- (1) Athletic/fitness center;
- (2) Business and professional offices;

- (3) Class "A" beer outlet;
- (4) Convenience store (sale of grocery items, non-prescription drugs, and/or gasoline from building with less than five thousand (5,000) square feet gross floor area);
- (5) Day care, pre-school, that are not home occupations;
- (6) Fast food establishments, attached (walk-in service only, no exterior walk-up or vehicle drive-thru service);
- (7) Financial institutions, excluding non-chartered financial institutions, as defined in Section 11-2-020 of this Title;
- (8) Funeral Home;
- (9) Greenhouse/garden center (retail or wholesale);
- (10) Hotels, motels, and bed & breakfasts all not to exceed 5,000 square feet in size;
- (11) Museums;
- (12) Neighborhood grocery (grocery store not exceeding fifteen thousand (15,000) square feet in gross floor area);
- (13) Neighborhood service establishments (low impact retail and service uses such as bakery, bookstore, dry-cleaning, hair styling, pharmacy, art supply/gallery, craft store, photo-copy center, etc.);
- (14) Pet store or pet grooming establishment;
- (15) Public and quasi-public uses except the following prohibited uses: correctional/detention facilities, half-way houses, drug or alcohol rehabilitation facilities, facilities for the treatment or confinement of the mentally ill, homeless shelters, domestic violence shelters, and other similar facilities including those which may allow or require that clients stay overnight or longer;
- (16) Reception Center;
- (17) Residential facility for the elderly;
- (18) Residential facility for the disabled;

- (19) Restaurant (traditional sit-down);
- (20) Small Auto Dealership;
- (21) Mixed Use Development as defined in Section 11-18-102 of this title;
- (22) Temporary Uses as set forth in Section 11-28-120(h)(1) of this Title.

LIGHT MANUFACTURING & BUSINESS ZONE (LM&B)

11-26-040 Conditional Uses.

The following are conditional uses in the LM&B Zone. No other conditional uses are allowed, except as provided by Section 11-4-105(6):

- (1) Any development which includes multiple buildings or is proposed on a site which is over one (1) acre in size;
- (2) Accessory Living Quarters;
- (3) Automotive Equipment and Accessories Sales;
- (4) Automotive Service and Maintenance Centers;
- (5) Automotive and Vehicle Sales;
- (6) Contractor Yards;
- (7) Dry Cleaning and Laundry Facilities;
- (8) Golf courses and/or related recreation uses;
- (9) Handicraft Manufacturing;
- (10) Light Manufacturing, Compounding and Processing, Assembling or Packaging of the following products:
 - (a) Beverages,
 - (b) Electric appliances and electronic instruments,

- (c) Pharmaceutical or biological products,
 - (d) Food, except yeast, vinegar or rendering of fat,
 - (e) Scientific instruments,
 - (f) Signs, including electric and open,
 - (g) Wearing apparel,
 - (h) Automotive parts and accessories,
 - (i) Lumber and wood products,
 - (j) Rubber and plastic products, and
 - (k) Roof tile products;
- (11) Lumber and Building Material, Sales;
 - (12) Mini-Warehousing/Self-Storage;
 - (13) Outcall Services as defined and conducted in accordance with the City Business Regulations and Zoning Ordinances regarding sexually-oriented businesses are permitted in this zone;
 - (14) Planned Commercial Development;
 - (15) Printing/Publishing;
 - (16) Public Utilities;
 - (17) Retail uses compatible with area; and
 - (18) Sexually-Oriented Businesses as defined and conducted in accordance with the City Business Regulations and Zoning Ordinances regarding sexually-oriented businesses;
 - (19) Temporary Uses.

d) Removing language from Section 12-7-030(10)(a) of the Subdivision Ordinance that restricts the allowance of flag lots in a platted subdivision.

When the City amended the Subdivision Chapter to create stricter regulations for the creation of flag lots, the intent was never to make the creation of a flag lot in a recorded subdivision (through a plat amendment) prohibited. The language was cobbled together from other cities' ordinances and altered to fit Farmington's needs, but staff missed the last part of the sentence from 12-7-030(10)(a) of the Subdivision Ordinance which reads: "flag lots are prohibited if the proposed flag lot will...re-subdivide an existing lot or lots in a recorded subdivision." The way the ordinance is currently written will greatly hinder the possibility for in-fill development in the future for property owners wishing to split their long and narrow lots in a recorded subdivision. In such a case, the applicant would still need to go through both a subdivision application process and a plat amendment; these both bring with them particular checks where denial by the City Council and/or Planning Commission is allowed if a flag lot does not make sense to re-subdivide a parcel in a recorded subdivision; staff feels that not even allowing the City to review such a proposal is far too limiting in its scope.

12-7-030 Lots.

(10) Flag lots may be approved by the Planning Commission and the City Council and are prohibited except to reasonably utilize an irregularly shaped parcel, to reasonably utilize land with severe topography, to provide for the protection of significant natural or environmentally sensitive areas, or to allow a property owner reasonable use and benefit of a parcel of land not otherwise developable.

(a) General Requirements. The creation of a flag lot is a subdivision, therefore all applicable subdivision ordinances, standards and regulations apply. Flag lots are for single family residential dwellings only and are prohibited if the proposed flag lot will increase the number of access points onto a major thoroughfare ~~or re-subdivide an existing lot or lots in a recorded subdivision.~~

e) Amending Section 11-35-103(1) adding language clarifying the allowable number of external employees of home occupations.

Staff has always interpreted Section 11-35-103(1) of the Zoning Ordinance to allow for one additional, un-related employee in a home occupation *at any one time*. But a literal reading of the ordinance would only allow for one unrelated employee total. Staff feels that limiting the one additional unrelated employee to one person, instead of one person at any one time is too stringent and allowances should be made for several part time employees to work in a home occupation, so long as the number never exceeds more than one extra employee at once.

For instance, if a resident is running a hair salon out of their home, as a home occupation, and that business owner had an extra cutting station, the way the ordinance currently reads would prevent them from having more than one, part-time unrelated employee using that station. So to really utilize that station, the business owner would have to either hire someone to use that station full time or let it sit

empty for part of the time. If that business owner wished to hire several part-time employees with compatible schedules, it makes sense that the business owner would be able to do so.

Staff is requesting that Section 11-35-103(1) be amended to make the requirement more flexible as follows:

11-35-103 Conditions.

Each home occupation shall comply with all of the following conditions:

(1) Only family members related by blood, marriage, or adoption who are bona fide residents of the dwelling unit shall be employed on said premises except that one (1) additional person may be employed at any one time as a secretary, computer operator, apprentice, or helper where there are no more than five (5) family members engaged in the home occupation.

Supplemental Information

1. Enabling Ordinance

Applicable Ordinances

1. Title 11, Chapter 3 – Planning Commission
2. Title 11, Chapter 13 – Multiple Family Residential Zones
3. Title 11, Chapter 15 – Business/Residential Zone (BR)
4. Title 11, Chapter 17 – Original Townsite Residential (OTR)
5. Title 11, Chapter 26 – Light Manufacturing and Business (LM&B)
6. Title 11, Chapter 28 – Supplementary and Qualifying Regulations
7. Title 11, Chapter 35—Home Occupations
8. Title 12, Chapter 7 – General Requirements for all Subdivisions

Respectfully Submitted



Eric Anderson
Associate City Planner

Review & Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2016 -

AN ORDINANCE AMENDING CHAPTERS 4, 7, 12, 28, AND 32 OF THE ZONING ORDINANCE, AND CHAPTERS 5 AND 7 OF THE SUBDIVISION ORDINANCE (ZT-12-15).

WHEREAS, the Planning Commission has held a public hearing in which the proposed various amendments to the Subdivision and 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. Sections 11-4-107(2), 11-7-107(7)(b), 11-12-090(e), 11-28-050, 11-28-190, 11-28-220(2)(b), and 11-32-103(4) of the Farmington City Zoning Ordinance, and Sections 12-5-070, 12-5-080, 12-7-030(2), and 12-7-030(10) of the Subdivision 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 16th day of February, 2016.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT "A"

a) Amending Section 11-3-045, requiring a public hearing for special exceptions.

11-3-045 Special Exceptions

(4) Purpose. A special exception is an activity or use incidental to or in addition to a principal use permitted in a zoning district or an adjustment to a fixed dimension standard permitted as an exception to the requirements of the Title or an adaptive reuse of a building or structure eligible, or that may be eligible, for the National Register of Historic Places so long as the adaptive re-use does not compromise such eligibility. A special exception has less potential impact than a conditional use but still requires careful review of such factors as location, design, configuration and/or impacts to determine the desirability of authorizing its establishment on any given site. This Section sets forth procedures for considering and approving special exceptions to the provisions of this Title.

-
- (b) After the application is determined to be complete, the Zoning Administrator shall schedule a public hearing meeting before the Planning Commission. Notice of public hearings shall be given as required by law and according to policies established by the Commission. The Planning Commission shall take action on the application within a reasonable time after the filing of a complete application.
- (i) A staff report evaluating the application shall be prepared by the Zoning Administrator.
 - (ii) The Planning Commission shall hold a public hearing meeting and thereafter shall approve, approve with conditions or deny the application pursuant to the standards set forth in Section 11-3-045(5) below. Any conditions of approval shall be limited to conditions needed to conform to the special exception to approval standards.
 - (iii) After the Planning Commission makes a decision, the Zoning Administrator shall give the applicant a written notice of the decision.
 - (iv) A record of all special exceptions shall be maintained in the office of the Zoning Administrator.

b) Adding language to Section 11-17-070(4)(d) specifying that no fee will be required to appear before the Planning Commission for a height increase of an accessory building in the OTR zone, as in other residential zones.

11-17-070 New Construction Design Guidelines.

- (4) Building Height.
- (a) New building height should be similar to those found historically in the vicinity, and shall not exceed twenty-seven (27) feet height;
 - (b) No dwelling structure shall contain less than one (1) story;
 - (c) Except as otherwise provided herein, the height of a new addition shall be equal to or less than that of the original building;
 - (d) Accessory buildings or structures shall be subordinate in height to the main building and shall not exceed 15 feet in height unless approved by the Planning Commission after a review of a conditional use application filed by the property owner. No fee shall be assessed for such application.

c) Broadening Sections 11-13-030, 11-15-030, and 11-26-040, to include “temporary uses” as a conditional use in the Business Residential, Light Manufacturing & Business, and Multi-Family Residential zones.

MULTIPLE FAMILY RESIDENTIAL ZONES (R-2, R-4, AND R-8)

11-13-030 Conditional Uses.

The following are conditional uses in multiple-family residential zones. No other conditional uses are allowed, except as provided by Section 11-4-105(6):

- (1) Apartment dwelling group;
- (2) Class B animals;

- (3) Class D animals;
- (4) Day-care center;
- (5) Dwelling, Accessory (only in the R-2 zone);
- (6) Dwellings, three family (R-4 and R-8 zones only);
- (7) Dwellings, four family (R-4 and R-8 zones only);
- (8) Dwellings, five to eight family in R-8 zones only (may exceed density standard established by Section 11-13-104 as approved by the Planning Commission up to a maximum density of fifteen (15) dwelling units per acre);
- (9) Greenhouses, private with no retail sales;
- (10) Home occupations as identified in Section 11-35-104 of this Title;
- (11) Professional offices (except in R-2 zones);
- (12) Private school or hospital;
- (13) Public uses;
- (14) Public utility installations (except lines and rights-of-way);
- (15) Quasi-public uses;
- (16) Residential facilities for the elderly;
- (17) Residential facilities for the handicapped; and
- (18) Secondary dwelling unit;
- (19) Temporary Uses.

BUSINESS/RESIDENTIAL ZONE (BR)

11-15-030 Conditional Uses

The following are conditional uses in the BR Zone. No other conditional uses are allowed, except as provided by Section 11-4-105(6):

- (1) Athletic/fitness center;
- (2) Business and professional offices;
- (3) Class "A" beer outlet;
- (4) Convenience store (sale of grocery items, non-prescription drugs, and/or gasoline from building with less than five thousand (5,000) square feet gross floor area);
- (5) Day care, pre-school, that are not home occupations;
- (6) Fast food establishments, attached (walk-in service only, no exterior walk-up or vehicle drive-thru service);
- (7) Financial institutions, excluding non-chartered financial institutions, as defined in Section 11-2-020 of this Title;
- (8) Funeral Home;
- (9) Greenhouse/garden center (retail or wholesale);
- (10) Hotels, motels, and bed & breakfasts all not to exceed 5,000 square feet in size;
- (11) Museums;
- (12) Neighborhood grocery (grocery store not exceeding fifteen thousand (15,000) square feet in gross floor area);
- (13) Neighborhood service establishments (low impact retail and service uses such as bakery, bookstore, dry-cleaning, hair styling, pharmacy, art supply/gallery, craft store, photo-copy center, etc.);
- (14) Pet store or pet grooming establishment;
- (15) Public and quasi-public uses except the following prohibited uses: correctional/detention facilities, half-way houses, drug or alcohol rehabilitation facilities, facilities for the treatment or confinement of the mentally ill, homeless shelters, domestic violence

shelters, and other similar facilities including those which may allow or require that clients stay overnight or longer;

- (16) Reception Center;
- (17) Residential facility for the elderly;
- (18) Residential facility for the disabled;
- (19) Restaurant (traditional sit-down);
- (20) Small Auto Dealership;
- (21) Mixed Use Development as defined in Section 11-18-102 of this title;
- (22) Temporary Uses as set forth in Section 11-28-120(h)(1) of this Title.

LIGHT MANUFACTURING & BUSINESS ZONE (LM&B)

11-26-040 Conditional Uses.

The following are conditional uses in the LM&B Zone. No other conditional uses are allowed, except as provided by Section 11-4-105(6):

- (1) Any development which includes multiple buildings or is proposed on a site which is over one (1) acre in size;
- (2) Accessory Living Quarters;
- (3) Automotive Equipment and Accessories Sales;
- (4) Automotive Service and Maintenance Centers;
- (5) Automotive and Vehicle Sales;
- (6) Contractor Yards;
- (7) Dry Cleaning and Laundry Facilities;
- (8) Golf courses and/or related recreation uses;

- (9) Handicraft Manufacturing;
- (10) Light Manufacturing, Compounding and Processing, Assembling or Packaging of the following products:
 - (a) Beverages,
 - (b) Electric appliances and electronic instruments,
 - (c) Pharmaceutical or biological products,
 - (d) Food, except yeast, vinegar or rendering of fat,
 - (e) Scientific instruments,
 - (f) Signs, including electric and open,
 - (g) Wearing apparel,
 - (h) Automotive parts and accessories,
 - (i) Lumber and wood products,
 - (j) Rubber and plastic products, and
 - (k) Roof tile products;
- (11) Lumber and Building Material, Sales;
- (12) Mini-Warehousing/Self-Storage;
- (13) Outcall Services as defined and conducted in accordance with the City Business Regulations and Zoning Ordinances regarding sexually-oriented businesses are permitted in this zone;
- (14) Planned Commercial Development;
- (15) Printing/Publishing;
- (16) Public Utilities;
- (17) Retail uses compatible with area; and
- (18) Sexually-Oriented Businesses as defined and conducted in accordance with the

City Business Regulations and Zoning Ordinances regarding sexually-oriented businesses;

(19) Temporary Uses.

d) Removing language from Section 12-7-030(10)(a) of the Subdivision Ordinance that restricts the allowance of flag lots in a platted subdivision.

12-7-030 Lots.

(10) Flag lots may be approved by the Planning Commission and the City Council and are prohibited except to reasonably utilize an irregularly shaped parcel, to reasonably utilize land with severe topography, to provide for the protection of significant natural or environmentally sensitive areas, or to allow a property owner reasonable use and benefit of a parcel of land not otherwise developable.

(a) General Requirements. The creation of a flag lot is a subdivision, therefore all applicable subdivision ordinances, standards and regulations apply. Flag lots are for single family residential dwellings only and are prohibited if the proposed flag lot will increase the number of access points onto a major thoroughfare or ~~re-subdivide an existing lot or lots in a recorded subdivision.~~

e) Amending Section 11-35-103(1) adding language clarifying the allowable number of external employees of home occupations.

11-35-103 Conditions.

Each home occupation shall comply with all of the following conditions:

(1) Only family members related by blood, marriage, or adoption who are bona fide residents of the dwelling unit shall be employed on said premises except that one (1) additional person may be employed at any one time as a secretary, computer operator, apprentice, or helper where there are no more than five (5) family members engaged in the home occupation.

CITY COUNCIL AGENDA

For Council Meeting:
July 19, 2016

S U B J E C T: Kilgore Contracting to Construct the FY2017 Road Maintenance Project

ACTION TO BE CONSIDERED:

Approve the contract and bid from Kilgore Contracting for the construction of road maintenance improvements in the amount of \$729,760.18 to be paid from the street maintenance fund and \$140,319.69 from the RDA funds.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: July 19, 2016

SUBJECT: **CONSIDER APPROVAL OF KILGOR CONTRACTING TO CONSTRUCT THE FY 2017 ROAD MAINTENANCE PROJECT**

RECOMMENDATION

Approve the contract and bid from Kilgore Contracting for the construction of road maintenance improvements in the amount of \$729,760.18 to be paid from the street maintenance fund and \$140,319.69 from the RDA funds.

BACKGROUND

The City received 5 bids for the FY 2017 Road Maintenance Project ranging from \$870,079.87 to \$1,224,160.51 and will begin construction in 2 to 3 weeks. The project includes road overlays, reconstruction, and chip seal along with other crack sealing and patching. City staff recommends awarding Kilgore Contracting the project. Attached is the contract between the City and the Contractor to do the work.

SUPPLEMENTAL INFORMATION

1. Bid Tabulation
2. Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

FY 2017 Road Maintenance Project Bid Summary

Company	Bid Amount
<i>Kilgore Construction</i>	\$870,079.87
<i>Advanced Paving</i>	\$926,145.60
<i>Staker Parson</i>	\$1,039,990.61
<i>Granite Construction</i>	\$1,097,214.00
<i>Consolidated Paving</i>	\$1,224,160.51

SECTION 00520

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is by and between Farmington City (“Owner”) and Kilgore
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

FY 2017 Road Maintenance Project

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Chip seal with fog coat, placing leveling course, deep patching, asphalt overlays, crack seal, and raising manholes and valves to grade.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Farmington City (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Chip and Seal work will be completed by August 30, 2016 and all other Work will be substantially completed on or before September 30, 2016, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before October 15, 2016.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 200.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or

Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions .

- a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by the State.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been

identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (Pages 1 through 7, inclusive)
 - 2. Performance bond (Pages 1 through 3, inclusive)
 - 3. Payment bond (Pages 1 through 3, inclusive)
 - 4. General Conditions (Pages 1 through 62, inclusive)
 - 5. Supplementary Conditions (Pages 1 through 15, inclusive)

6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings consisting of 1 sheet with each sheet bearing the following general title: "FY 2017 Road Maintenance Project."
 8. Addendum ____ 1 ____.
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

Farmington City

Kilgore

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Farmington City

PO Box 160

Farmington, Utah 84025

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

END OF SECTION

SECTION 00410

BID FORM

Farmington City

FY 2017 Road Maintenance Project

Bids Opened: 10:00 a.m. June 16, 2016

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Farmington City, 720 West 100 North, Farmington, Utah, 84025

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>June 15, 2016</u>
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings

identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- A. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

1075 West (Oakridge Park Dr (1500 N) to Oakridge Park Dr (1770 N))

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay (RDA 13067)	22,114	SY	6.91	152,807.74
2	Manhole raised to grade (RDA 11)	13	EA	365.00	4,745.00
3	Water valve raised to grade (RDA 12)	17	EA	270.00	4,590.00

Subtotal: 162,142.74

300 East (700 S to 750 S)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Manhole raised to grade	1	EA	625.00	625.00
2	Water valve raised to grade	1	EA	460.00	460.00
3	Full milling	1,200	SY	3.50	4,200.00
4	3" overlay	1,200	SY	11.78	14,136.00

Subtotal: 19,421.00

700 South (300 E to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Manhole raised to grade	1	EA	625.00	625.00
2	Water valve raised to grade	1	EA	460.00	460.00
3	Full mill	1000	SY	3.50	3,500.00
4	3" overlay	1000	SY	11.78	11,780.00

Subtotal: 16,365.00

915 South (200 East (SR106) to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Manhole raised to grade	3	EA	365.00	1,095.00
2	Water valve raised to grade	2	EA	270.00	540.00
3	2" overlay	1985	SY	6.91	13,716.35

Subtotal: 15,351.35

100 E (125 S 200 S)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay	1450	SY	6.91	10,019.00
2	2" Mill	1450	SY	3.25	4,712.50
Subtotal:					14,732.00

100 N (Main to 100 E)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay	3834	SY	6.91	26,492.94
3	Manhole raised to grade	6	EA	365.00	2,190.00
4	Water valve raised to grade	4	EA	270.00	1,080.00
Subtotal:					29,762.94

Old Shepard Rd (Creek Ln to Roundabout)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay	2303	SY	6.91	15,913.73
2	Manhole raised to grade	2	EA	365.00	730.00
3	Water valve raised to grade	4	EA	270.00	1,080.00
Subtotal:					17,723.73

Bella Vista Dr / Ct (End to End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay	10203	SY	6.91	70,502.73
2	Manhole raised to grade	35	EA	365.00	12,775.00
3	Water valve raised to grade	38	EA	270.00	10,260.00
Subtotal:					93,537.73

Fairway Cir (Shepard Ln to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay	9388	SY	6.91	64,871.08
2	Manhole raised to grade	9	EA	625.00	5,625.00
3	Water valve raised to grade	5	EA	460.00	2,300.00
4	6' Edge Mill	5028	LF	1.75	8,799.00
Subtotal:					81,595.08

Country Bend (Clark Ln to Clark Ln)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay	4513	SY	6.91	31,184.83
2	Manhole raised to grade	21	EA	365.00	7,665.00
3	Water valve raised to grade	24	EA	270.00	6,480.00
Subtotal:					45,329.83

Evans (Springwood to Emerald Oaks)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay	1860	SY	6.91	12,852.60
2	Manhole raised to grade	2	EA	365.00	730.00
3	Water valve raised to grade	2	EA	270.00	540.00

Subtotal: ~~14,132.60~~
14,122.60

200 West (State St. to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay	1763	SY	6.91	12,182.53
2	Manhole raised to grade	5	EA	365.00	1,825.00
3	Water valve raised to grade	0	EA	270.00	0

Subtotal: 14,007.53

Creek Ln (Old Shepard Rd to North Main St)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay	4928	SY	6.91	34,052.48
2	Manhole raised to grade	7	EA	365.00	2,555.00
3	Water valve raised to grade	10	EA	270.00	2,700.00

Subtotal: 39,307.48

500 South / Woodland Dr (200 E to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A chip seal	12582	SY	1.78	22,395.96
2	Level course	100	TON	69.30	6,930.00

Subtotal: 29,325.96

830 S / 350 E (200 East to 682 S 350 E)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A chip seal	8024	SY	1.78	14,282.72
2	Level course	50	TON	69.30	3,465.00

Subtotal: 17,747.72

700 S / 750 S Loop (End to End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A chip seal	2965	SY	1.78	5,277.70
2	Level course	25	TON	69.30	1,732.50

Subtotal: 7,010.20

Ranch Rd (Clark Ln 1525 W)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A chip seal	10010	SY	1.78	17,817.80
2	Level course	200	TON	69.30	13,860.00

Subtotal: 31,677.80

Summerwood (Summerwood to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A chip seal	3125	SY	1.78	5,562.50
					Subtotal: 5,562.50

Emerald Oak Dr (Summerwood to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A chip seal	4335	SY	1.78	7,716.30
					Subtotal: 7,716.30

Springwood (Summerwood to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A chip seal	2014	SY	1.78	3,584.92
					Subtotal: 3,584.92

Countryside Rd (Country Bend to Ranch Rd)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A chip seal	2623	SY	1.78	4,668.94
					Subtotal: 4,668.94

Set Court (Shepard Lane to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A chip seal	2274	SY	1.78	4,047.72
2	Level course	100	TON	69.30	6,930.00
					Subtotal: 10,977.72

Miscellaneous

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2016-17 Level Course	550	Tons	69.30	38,115.00
2	2016-17 Crack Seal throughout the City	60	Tons	1,975.00	118,500.00
3					
					Subtotal: 156,615.00

Project Total: 838,285.87

For work listed above shown on the drawings, I/we agree to perform for the sum of the unit price amounts at: eight hundred thirty eight thousand

two hundred eighty five thousand and eighty seven cents DOLLARS (\$ 838,285.87)

(Words)

(Numbers)

(In the case of discrepancy, written amount shall govern)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTES:

- Quantities are for bid purposes only and are based on engineering estimates. Farmington City reserves the right to increase or decrease work by up to 100% at the unit price stated. Portions of the work may be deleted in their entirety to accommodate the budget.
- The contractor is responsible to verify all material quantities prior to placement.
- The raising of the manhole and valves to grade is to be done within two weeks of when asphalt overlays are completed.
- **All Chip and Seal work is to be completed by August 30, 2016**

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that Chip and Seal work shall be completed by August 30, 2016 and all other Work will be substantially complete on or before September 30, 2016, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before October 15, 2016. Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a certified check, or bank money order, issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Kilgore Companies _____ (SEAL)

State of Incorporation: Delaware _____

Type (General Business, Professional, Service, Limited Liability): LLC

By: [Signature] _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Jason Kilgore _____

Title: CEO _____
(CORPORATE SEAL)

Attest [Signature] _____

Date of Qualification to do business in Utah is 7/1/10.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 7057 West 2100 South
Salt Lake City, Utah 84128

Phone No. 801-250-0132 Fax No. 801-250-0083

E-mail joe.lindsay@kilgorecontracting.com (if available)

SUBMITTED on June 16, 2016.

State Contractor License No. 7741778-5501

END OF SECTION

CITY COUNCIL AGENDA

For Council Meeting:
July 19, 2016

S U B J E C T: Development Agreement Amendment Request – Rice Farms PUD

ACTION TO BE CONSIDERED:

Move that the City Council deny the request by Jerry Preston to amend the Rice Farms Planned Unit Development (PUD) Development Agreement to remove the trail requirement connecting the PUD to 200 East. Include findings 1-8.

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

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: July 19, 2016

SUBJECT: **DEVELOPMENT AGREEMENT (DA) AMENDMENT REQUEST-RICE FARMS ESTATES PUD**

RECOMMENDATION

Move that the City Council deny the request by Jerry Preston to amend the Rice Farms Planned Unit Development (PUD) Development Agreement to remove the trail requirement connecting the PUD to 200 East.

Findings

1. Continental Estates Plat 'I' was platted in May of 1999. This action provided a through street from 200 East to the Frontage Rd. via 620 South Street thereby increasing connectivity in the area and better dispersing traffic to lessen the impact on 200 South Street and Glover Lane, which up to that point were the only east to west roads in the area. Nevertheless, the 620 South connection was met with strong protest by adjacent neighborhoods. The Planning Commission and City Council at the time informed citizens that the Master Transportation Plan (MTP) for the area also showed plans to further disperse traffic in the area by creating additional east to west roads in the future at 450 South and the Rice property. A few years later, as the developer and the City considered the Rice connection, the portion just west of 200 East was too steep. Preliminary calculations by the developer to reduce the slope of the road proved costly and decreased his lot count. The City agreed to a trail only, thereby compromising its traffic distribution plans for the area, but at least it still provided a pedestrian connection to 200 East. Any effort to do away with a trail connection in this area is not consistent with the City's MTP and the City's Trail Master Plan, both of which are elements of the Farmington City General Plan.
2. Prior to 2006, the Rice property consisted of approximately 34.56 acres. The land was zoned LR (Large Residential), and the minimum lot size in the LR zone was, and still is, 20,000 s.f. Typically, under a conventional scenario one could expect to develop approximately 56 (or 60) lots on the property. However, in exchange for the trail connection (which the developer may have had to do anyway) and 19.7% open space

[note: the open space percentage changed over time, and some open space is not very high quality], and showing a good faith effort to preserve a rock home on site, and other improvements, the City rezoned the property with a Planned Unit Development overlay (or PUD), and the developer and property owner obtained the following:

- i. A significant increase in residential density from 56 (or 60) lots to 106 lots;
- ii. 37 of the 106 lots are patio homes and town homes in phases 2 and 3 of the project, the average lot size of which is 3,004 s.f. with the smallest lot at 2,222 s.f. [Note: initially the developer received final plat approval for 16 lots in phase 3, but asked and received approval from the City to amend the plat and add 9 more lots to help him get through the recession].
- iii. The average lot size of the 69 single family lots dropped to 12,018 s.f. much lower than the 20,000 required by the underlying zone, the smallest lot is 9,196 s.f., and only 4 lots exceed 20,000 s.f. one of which is the owners lot proposed at 39,806 s.f. and two of the remaining three are encumbered with wetlands.
- iv. The rear setback was reduced from 30' to 25' and the side set backs were reduced from 10' and 12' to 8' and 11' to allow for a larger building envelopes on the smaller lots.

The developer's request that the City eliminate the trail requirement with only 5 homes left to build after he has enjoyed a dramatic increase in lots and other deviations from the standards of the underlying zone is not consistent with the PUD Master Plan, nor the DA.

3. When the developer, working with city staff and the trails committee, realized that he neglected to provide a trail in Phase 6—he made a good faith effort to provide a trail in this phase, but the lots were already platted and sold. However, both the developer and the City (and the trails committee) realized opportunities remained in phase 7.
4. Exhibit B to the DA shows the trail between what is now lots 606 and 607. This option is still available to the City because the DA is still in place, and the owners of these lots are subject to the DA. Another option is located on the north side of the Glen Rice property, but Mr. Preston states in his request that regarding this location the Rice's "feel this a real hardship because they will lose a lot of mature trees if the trail goes in on the North portion of their lot to provide for a fenced trail access".

Nevertheless, at least two additional locations exist for the trail in Phase 7. The first location is to the north side of lots 704 and 705. This alternative provides less impact than if a street is platted at this location, and there is room—the Rice family enjoys a 90 foot front yard setback [note: the Rice single family dwelling is nonconforming as to City standards because the front of the home does not face the street (200 East) but faces due south], which is much greater than the 25 foot required, and a trail at this location better lines up with 830 South Street. The other location could be between Lot 704 and 705 and Lots 320 and 304 of the Country Hills of Farmington No. 3 subdivision.

5. Although an ardent advocate for trails, Mr. Preston states that he cannot support a trail which "simply provides for access from street to street". But he may not realize that this trail is not a street to street trail but provides neighborhood to neighborhood access. Without the very short Rice Farms trail, a pedestrian must walk to the south an additional distance of about 2,800 feet (or a half a mile), or 4,900 feet to the north (or 9/10's of mile) to catch a bus or to get to destinations east of 200 East. One must remember that the trail is in lieu of a street per the MTP (see finding 1) and is not just in place for aesthetic or exercise purposes or to help the Developer obtain a density increase. It is consistent with the active transportation goals and policies espoused in the General Plan.
6. A trail at this location is consistent with other similar trail connections in the area, which include the trail connecting Shady Creek Lane to 200 East and the trail connecting 350 East to the Cemetery.
7. The trail is highly recommended by the Farmington City Trails Committee.
8. The PUD was adopted as a legislative act, and whether or not the trail is memorialized as part of a DA, to eliminate it now may require another legislative process. Moreover, it may be too late for such consideration because the developer already obtained his density (except for 5 lots).

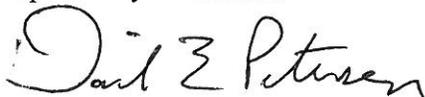
OTHER

The property owners in the PUD may be in breach of the DA (and the PUD overlay), because staff was told that they disbanded the HOA, and have not installed street trees.

SUPPLEMENTARY INFORMATION

1. Vicinity Map.
2. Jerry Preston request to amend the Trail Easement.
3. Master Transportation Plan (MTP).
4. Rice Farms Estates Final (PUD) Master Plan.
5. Rice Farms Estates PUD Phase 7 Preliminary Plat

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

Rice Farms Estates, LLC
PO Box 980 Farmington Utah

Farmington City Council
160 south Main
Farmington Utah 84025

Dear Mayor and City Council I am requesting a amendment to the Development agreement between Farmington city and Rice Farms Estates LLC.

History:

We entered into on April 24th 2006 on the overall master plan for Rice Farms Estates. The original agreement section C paragraph VII states we would provide a trail access between two lots in phase 5 of the approved master plan. Because of the slow down phase 5 on the approved plan became phase 6 mainly because we split phase 4 into two phases. The development master plan showed the trail going between lots 506 and 507 with the historic farmhouse sitting on 504. We didn't get to phase 5 on the original plat or what ended up as phase 6 until the end of 2012 six years after we entered into the development agreement. When we got approvals on phase 6 the trail access was missed and we did not provide the access to 200 east and we were not required to by the city. I have been researching why it was left off of the final plat for phase 6 and not included, the conclusion was the engineers had to adjust the property lines to 604 the old historic home to keep and preserve some of the existing trees as well as provide for the ability to access the home with it's carport that you use to enter from 200 East. To preserve the trees and access we needed to add additional width to lot 604, which cut out the trail access. Phase 6 (now phase 7) of the development agreement was the parcel of ground that was not sold to us on the original purchase and was being held by Glenn Rice as part of his existing lot which his home sits on.

It contains all of the other farm structures on it, barns, silo stack and pit, one of the original homestead homes etc.

Mr. Rice has decided to sell the parcel for phase 7 and has a desire to split his land into 5 additional lots. We have made application and we are working with staff and Historical preservation committee to try and preserve the old historic homestead.

It has been recommended by staff to include the trail access that was missed in phase 6 into phase 7. We have met with a lot of concern and opposition from the Glenn Rice Family as well as most of residence in the area not wanting the trail access.

There are many challenges facing this project and the Rice's are will to work through them but they feel this is a real hardship because they will lose a lot of mature trees if the trail goes in on the North portion of their lot to provide for a fenced trail access.

Summary:

I did agree to provide a trail access to 200 East in our original design. I have always been and have stated many times not only on this project but also on many others. That I support trails development but I do not support or will I ever, trail access that is placed between two lots that simply provides for access from street to street. I feel that the appearance is a negative; as well it will become a real maintenance issue. I would also be interested to know how our police department feels about these types of enclosed accesses off of main arterial streets.

I told the planning commission we are willing to include the trail but I have received so many negative comments from those in the neighborhood that I feel the City Council should re-consider amending original development agreement before we move forward with phase 7.

Respectfully

Jerry Preston
Jerry Preston

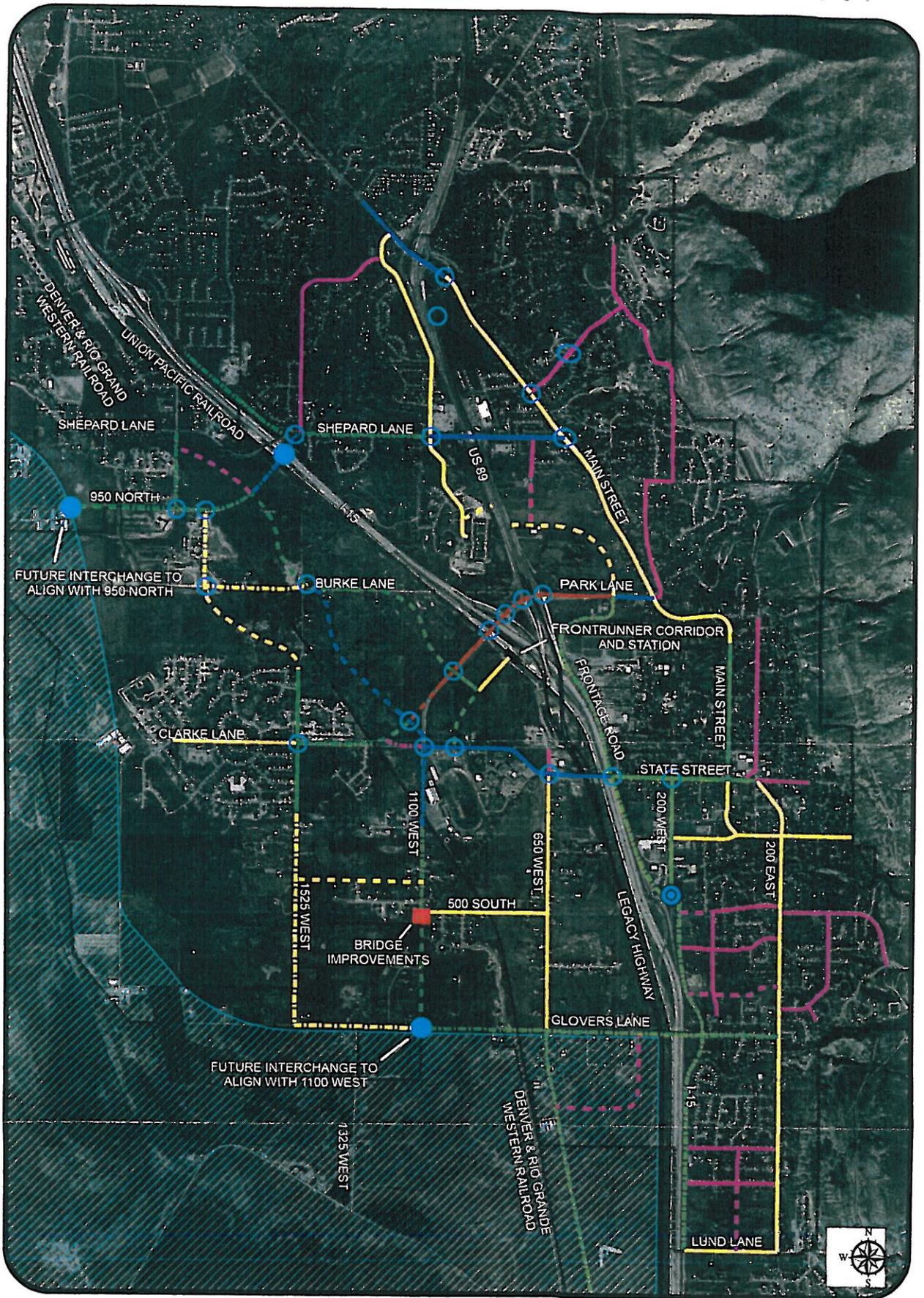
within the Frontage Road right-of-way, or adjacent thereto, as shown on the Master Plan prior to or concurrently with the respective abutting phase of the Project. The configuration and width of the trail shall be as agreed upon by the City and Developer. Developer shall convey land to the City in fee title for any portion of the trail outside the public right-of-way. The City will maintain the Frontage Road trail following completion and conveyance of the same to the City. The City will reimburse Developer for the cost of constructing four feet (or half) of the eight foot wide trail.

~~Request to remove paragraph C-VII from Development agreement.~~
~~vii. The Developer shall construct a hard surface pedestrian access from the Project to 200 East over and across a storm drain/emergency flow path easement as shown on the Master Plan. The Developer shall construct and/or bond for the trail concurrently with the recordation of the final plat of the respective phase of the Project in a manner and form acceptable to the City. The City will maintain the trail upon completion and conveyance of the same to the City.~~

d. Floodway or Flood Plain Protection. A branch of Steed Creek flows in a southerly direction near or within the south boundary of the Project. Developer shall obtain written approval and any required permits from Davis County Flood Control prior to recordation of the final plat of the abutting phase of the Project, or any portion thereof.

e. Wetlands. Wetlands as identified by Frontier Corporation exist on the Property as shown on the Master Plan in Phase 4 and the easterly portion of Phase 1 thereof. The Developer has proposed that these wetlands be mitigated off-site. The Developer must provide written approval to the City from the U.S. Army Corps of Engineers accepting the delineation and mitigation plan prior to consideration by the City of the Final Plat of the easterly portion of Phase 1 and prior to receiving preliminary plat approval for Phase 4 of the Project. In the event the Corps denies the Developer's request to mitigate the wetlands, the Developer must prepare an updated Master Plan for the Project which must be reviewed and approved by the City, and this Agreement must be subsequently amended.

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

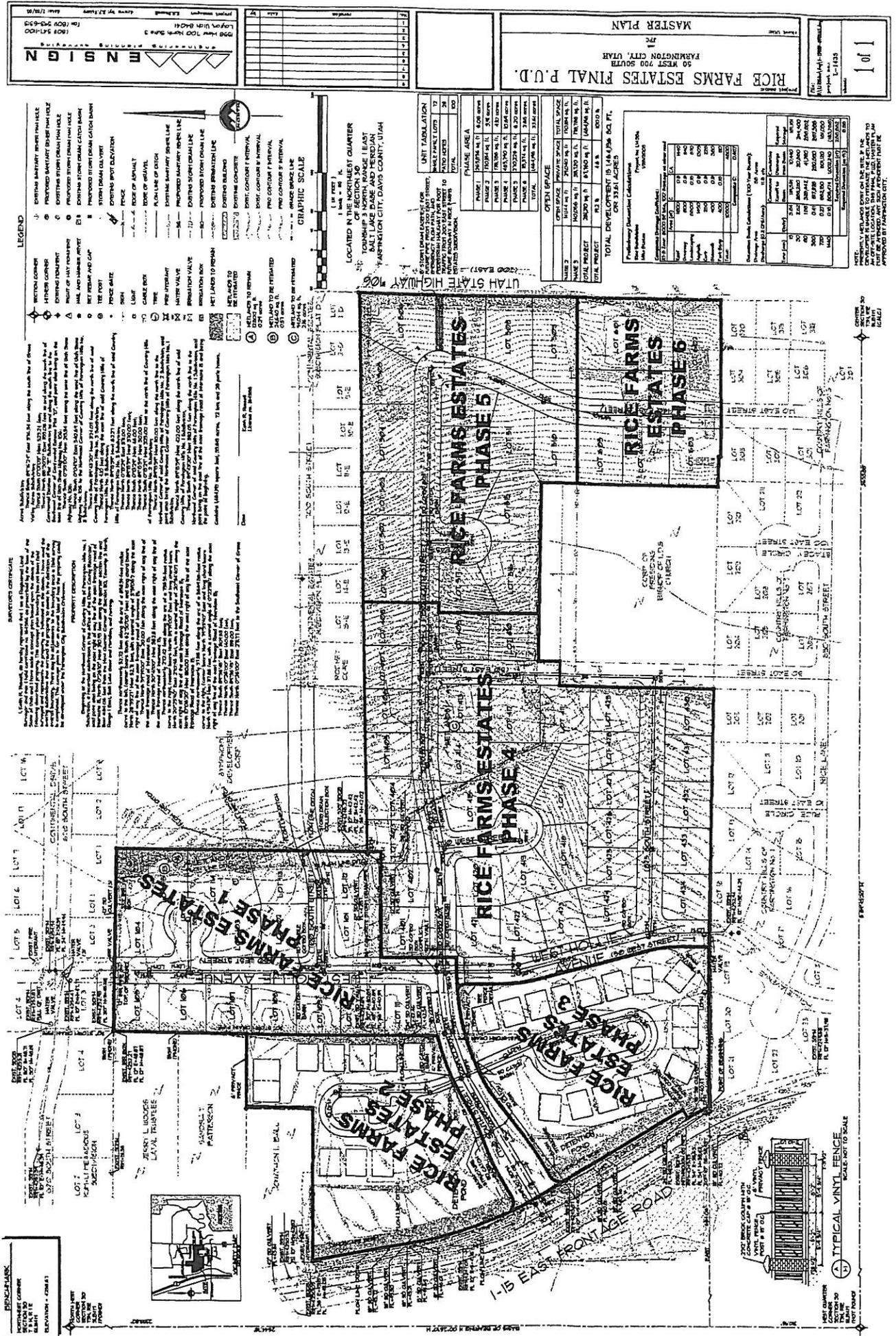


2009 ROADWAY FUNCTIONAL CLASSIFICATION PLAN

- | | | |
|------------------------------|------------------------------------|------------------------------------|
| Arterial (106') * | Future North Legacy Connector Area | *NOTE: Roadways Are Designated As: |
| Minor Arterial (100') * | Intersection Improvements | Existing |
| Major Collector (80') * | Farmington Boundary | Proposed Alignment |
| Minor Collector (66') * | Future Interchange | Future Improvement |
| Important Local Road (60') * | Interchange Reconfiguration | |







PRELIMINARY PLAT
NOT TO BE RECORDED



LEGEND

- 1. 1" = 10' HORIZONTAL SCALE
- 2. 1" = 10' VERTICAL SCALE
- 3. 1" = 10' CURVE RADIUS
- 4. 1" = 10' CURVE LENGTH
- 5. 1" = 10' CURVE AREA
- 6. 1" = 10' CURVE PERIMETER
- 7. 1" = 10' CURVE CHORD
- 8. 1" = 10' CURVE OFFSET
- 9. 1" = 10' CURVE TANGENT
- 10. 1" = 10' CURVE SECANT
- 11. 1" = 10' CURVE CHORD BISECTOR
- 12. 1" = 10' CURVE CHORD PERPENDICULAR
- 13. 1" = 10' CURVE CHORD PARALLEL
- 14. 1" = 10' CURVE CHORD ANGLE
- 15. 1" = 10' CURVE CHORD DISTANCE
- 16. 1" = 10' CURVE CHORD AREA
- 17. 1" = 10' CURVE CHORD PERIMETER
- 18. 1" = 10' CURVE CHORD CHORD
- 19. 1" = 10' CURVE CHORD CHORD
- 20. 1" = 10' CURVE CHORD CHORD

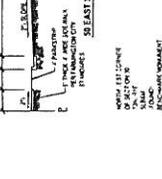
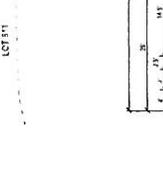
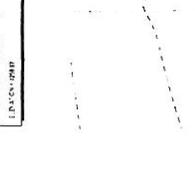
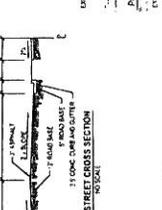
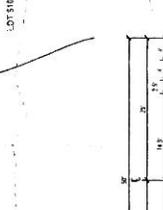
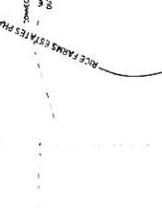
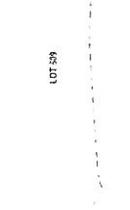
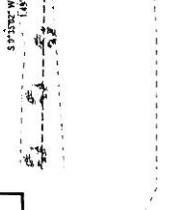
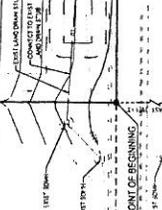
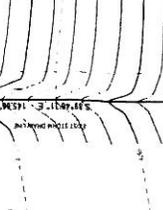
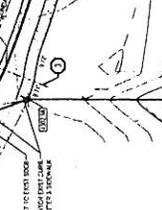
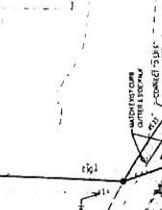
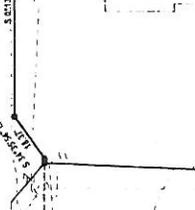
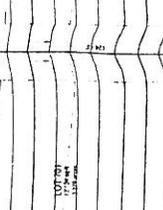
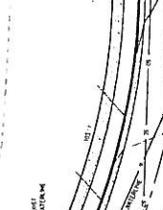
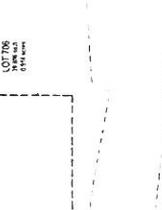
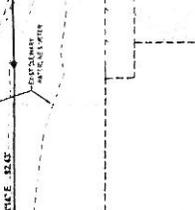
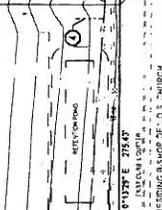
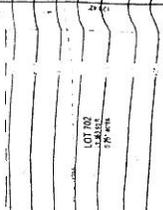
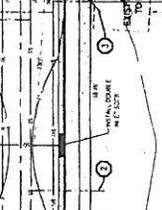
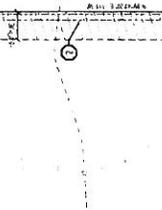
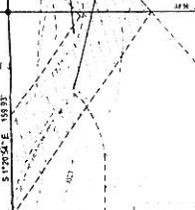
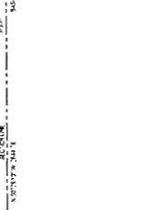
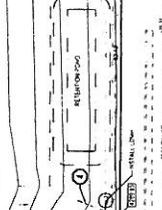
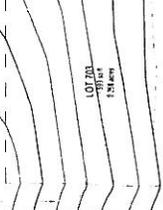
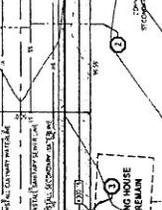
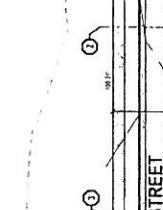
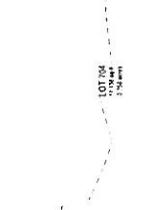
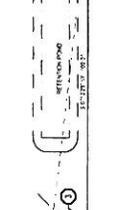
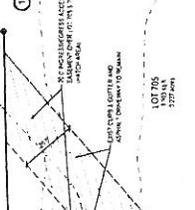
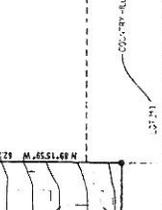
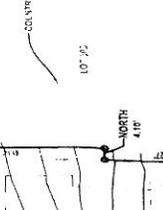
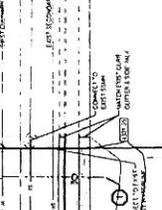
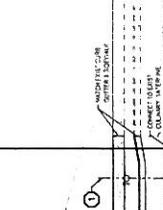
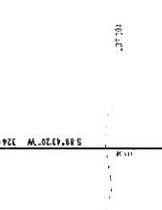
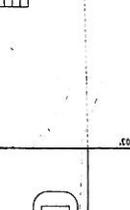
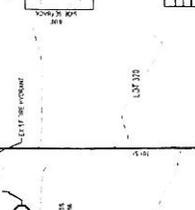
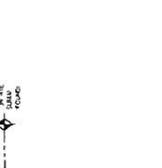
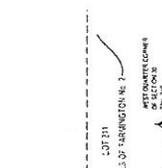
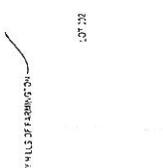
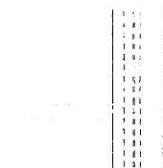
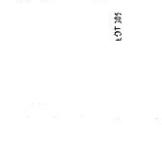
LOCATED IN THE NORTHWEST QUARTER OF SECTION 39, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASIN AND MERIDIAN, FARMINGTON CITY, DAVIS COUNTY, UTAH

UTAH STATE HIGHWAY #106 (200 EAST)

LOCATED IN THE NORTHWEST QUARTER OF SECTION 39, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASIN AND MERIDIAN, FARMINGTON CITY, DAVIS COUNTY, UTAH

LAND USE TABLE

LAND USE	AREA (SQ. FT.)	PERCENTAGE
RESIDENTIAL	1,234,567	100%
COMMERCIAL	0	0%
INDUSTRIAL	0	0%
AGRICULTURAL	0	0%
PUBLIC USE	0	0%
UNDEVELOPED	0	0%



CITY COUNCIL AGENDA

For Council Meeting:
July 19, 2016

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

1. Red Barn Recovery Improvements Agreement
2. Miller Meadows Phase 6 Improvements Agreement
3. Approval of Minutes from June 21, 2016
4. Approval of Minutes from July 5, 2016

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



FARMINGTON CITY

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

City Council Staff Report

To: Honorable Mayor and City Council
From: Ken Klinker, Planning Department
Date: July 19, 2016
SUBJECT: **RED BARN RECOVERY IMPROVEMENTS AGREEMENT**
Cash Deposit Account 10-225-200

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Red Barn Farms and Farmington City for Red Barn Recovery development.

BACKGROUND

The bond estimate for the Red Barn Recovery development is \$141,394.00 which includes a 10% warranty bond. Red Barn Farms has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in the amount of \$141,394.00.

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 RED BARN FARMS
(hereinafter "Developer"), whose address is 1200 W. RED BARN LAKE Farmington, UT, and 84025-2878
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 RED BARN RECOVERY, located at approximately 1200 W. RED BARN LAKE, 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 \$ 141,394.00.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 141,394.00 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

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

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

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

14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient 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 5th day of JULY, 2016

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

RED BARN FARMS

By: _____

Its: DIRECTOR

DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
:SS.
COUNTY OF _____)

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

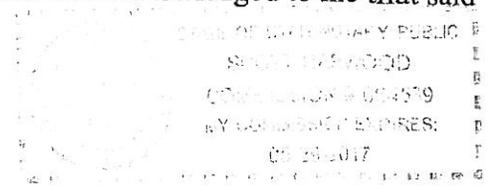
NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Corporation)

STATE OF UTAH)
:SS.
COUNTY OF DAVIS)

On this 5th day of JULY, 2016, personally appeared before me, RICHARD A. HAWS, who being by me duly sworn did say that he/she is the DIRECTOR of RED BARN FARMS a NON-PROFIT 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.

[Signature]
NOTARY PUBLIC
Residing in DAVIS County, UTAH.



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

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)
 : ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

Red Barn Recovery
Bond Estimate
Revised 7-27-2015

Storm Drain							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
15" RCP Pipe (Includes Bedding and Fill)	300	LF	\$ 34.50	\$ 10,350	0	0	0
End Section	2	EA	\$ 1,500.00	\$ 3,000	0	0	0
Oil Separator		EA	\$ 7,000.00	\$ -	0	0	#DIV/0!
Manhole / Junction Box	3	EA	\$ 3,000.00	\$ 9,000	0	0	0
SWPPP	1	LS	\$ 5,000.00	\$ 5,000	0	0	0
Orifice Structure		EA	\$ 7,000.00	\$ -	0	0	0
Detention Basin		LS	\$ 15,000.00	\$ -	0	0	#DIV/0!
Subtotal				\$ 27,350			0 #DIV/0!
10% Warranty Bond Amount				\$ 2,735			
Total				\$ 30,085			

Sanitary Sewer							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
8" PVC DR-35	80	LF	\$ 32.00	\$ 2,560	0	0	0
48" Sewer Manhole	1	EA	\$ 2,100.00	\$ 2,100	0	0	0
Connect to Existing	1	EA	\$ 5,000.00	\$ 5,000	0	0	0
Sewer Lateral		EA	\$ 5,000.00	\$ -	0	0	#DIV/0!
Subtotal				\$ 9,660			0 #DIV/0!
10% Warranty Bond Amount				\$ 966			
Total				\$ 10,626			

Culinary Water							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000	0	0	0
12" C900 PVC	515	LF	\$ 46.00	\$ 23,690	0	0	0
12" Valve	2	EA	\$ 2,400.00	\$ 4,800	0	0	0
12" Fittings	3	EA	\$ 1,200.00	\$ 3,600	0	0	0
8" C900 PVC	320	LF	\$ 32.00	\$ 10,240	0	0	0
8" Valve	3	EA	\$ 1,750.00	\$ 5,250	0	0	0
8" Fittings	4	EA	\$ 900.00	\$ 3,600	0	0	0
Water Lateral	1	EA	\$ 1,250.00	\$ 1,250	0	0	0
Fire Hydrant	2	EA	\$ 4,700.00	\$ 9,400	0	0	0
Subtotal				\$ 65,830			0
10% Warranty Bond Amount				\$ 6,583			
Total				\$ 72,413			

Road Improvements

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Clear and Grub		LS	\$ 2,000.00	\$ -	0	0	#DIV/0!
Rough Grade		LS	\$ 5,000.00	\$ -	0	0	#DIV/0!
Sawcut Asphalt	800	LF	\$ 3.15	\$ 2,520	0	0	0
12" Road Base	6100	SF	\$ 1.20	\$ 7,320	0	0	0
3" Asphalt Road	6100	SF	\$ 2.60	\$ 15,860	0	0	0
Subtotal				\$ 25,700			
10% Warranty Bond Amount				\$ 2,570			
Total				\$ 28,270			

Total Bond

\$ 141,394

Cash Deposits

Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	6100	SF	\$ 0.20	\$ 1,220
Street Signs	1	EA	\$ 300.00	\$ 300
Street Lights	1	EA	\$ 3,200.00	\$ 3,200

Full Bond Amount for Determination of Fees

Item	Bond Amount
Full Bond Amount	\$ 141,394



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: July 19, 2016

SUBJECT: MILLER MEADOWS PHASE 6 IMPROVEMENTS AGREEMENT

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Rainey Development, Inc. and Farmington City for Miller Meadows Phase 6 Subdivision.

BACKGROUND

The bond estimate for the Miller Meadows Phase 6 subdivision is \$307,709.00 which includes a 10% warranty bond. Rainey Homes, LLC has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in the amount of \$307,709.00.

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 Rainey Development, Inc (hereinafter "Developer"), whose address is 259 East 500 South, 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 Miller Meadows Phase 6, located at approximately 550 South Daniel Dr. 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 \$ 337,709⁰⁰.

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 \$ 337,709 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 ____ day of _____, 20__

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

Brock Johnston

By: Brock Johnston

Its: Vice President

DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
:SS.
COUNTY OF _____)

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

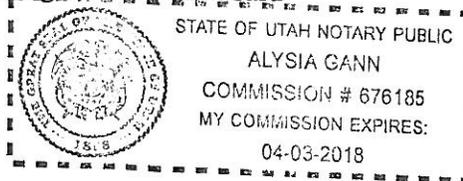
NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Corporation)

STATE OF UTAH)
:SS.
COUNTY OF DAVIS _____)

On this 5 day of May, 2016, personally appeared before me, Brock Johnston, who being by me duly sworn did say that he/she is the vice president of Rainey Development a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Aly Gann
NOTARY PUBLIC
Residing in DAVIS County, Utah



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

STATE OF UTAH)

:ss.

COUNTY OF _____)

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

NOTARY PUBLIC

Residing in _____ County, _____.

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

STATE OF UTAH)

: ss.

COUNTY OF _____)

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

NOTARY PUBLIC

Residing in _____ County, _____.

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

Miller Meadows Phase 6
Bond Estimate
Revised 1-12-2016

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
30" RCP Pipe (Includes Bedding and Fill)	250	LF	\$ 100.00	\$ 25,000	0 \$	0 \$	0
24" RCP Pipe (Includes Bedding and Fill)	550	LF	\$ 87.00	\$ 47,850	0 \$	0 \$	0
18" RCP Pipe (Includes Bedding and Fill)	495	LF	\$ 80.00	\$ 39,600	0 \$	0 \$	0
Standard Inlet Box	2	EA	\$ 2,200.00	\$ 4,400	0 \$	0 \$	0
Combination Box	2	EA	\$ 3,400.00	\$ 6,800	0 \$	0 \$	0
Manhole / Junction Box	12	EA	\$ 3,000.00	\$ 36,000	0 \$	0 \$	0
Land Drain	900	LF	\$ 34.00	\$ 30,600	0 \$	0 \$	0
SWPPP	1	LS	\$ 5,000.00	\$ 5,000	0 \$	0 \$	0
Detention Basin	1	LS	\$ 3,000.00	\$ 3,000	0 \$	0 \$	0
Outlet	1	EA	\$ 4,000.00	\$ 4,000	0 \$	0 \$	0
Subtotal				202,250			
10% Warranty Bond				\$ 20,225			
Total				\$ 222,475			

Sanitary Sewer							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
8" PVC DR-35	780	LF	\$ 32.00	\$ 24,960	0 \$	0 \$	0
48" Sewer Manhole	4	EA	\$ 2,400.00	\$ 9,600	0 \$	0 \$	0
60" Sewer Manhole	1	EA	\$ 2,800.00	\$ 2,800	0 \$	0 \$	0
Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000	0 \$	0 \$	0
Sewer Lateral	13	EA	\$ 1,000.00	\$ 13,000	0 \$	0 \$	0
Subtotal				54,360			
10% Warranty Bond				\$ 5,935			
Total				\$ 60,295			

Culinary Water							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000	0 \$	0 \$	0
8" C900 PVC	910	LF	\$ 32.00	\$ 29,120	0 \$	0 \$	0
8" Valve	3	EA	\$ 2,000.00	\$ 6,000	0 \$	0 \$	0
8" Fittings	3	EA	\$ 800.00	\$ 2,400	0 \$	0 \$	0
Water Lateral	13	EA	\$ 1,250.00	\$ 16,250	0 \$	0 \$	0
Fire Hydrant	3	EA	\$ 4,650.00	\$ 13,950	0 \$	0 \$	0
Subtotal				71,720			
10% Warranty Bond				\$ 7,172			

Total	\$ 79,892	\$ -
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Road Improvements									
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%		
Clear and Grub	1	LS	\$ 6,000.00	\$ 6,000	0	0	0		
Rough Grade	1	LS	\$ 20,000.00	\$ 20,000	0	0	0		
Sawcut Asphalt	60	LF	\$ 3.15	\$ 189	0	0	0		
Curb and Gutter w/ Base	1720	LF	\$ 20.00	\$ 34,400	0	0	0		
Sidewalk w/ Base	6880	SF	\$ 4.70	\$ 32,336	0	0	0		
ADA Ramp	4	EA	\$ 1,200.00	\$ 4,800	0	0	0		
12" Road Base	28640	SF	\$ 1.10	\$ 31,504	0	0	0		
3" Asphalt Road	28640	SF	\$ 1.65	\$ 47,256	0	0	0		
Subtotal				\$ 176,485					
10% Warranty Bond				\$ 17,649					
Total				\$ 194,134					
Total Bond				\$ 555,796					
Cash Deposits									
Item	Quantity	Unit	Unit Cost	Bond Amount					
Slurry Seal	28640	SF	\$ 0.20	\$ 5,728					
Street Signs	8	EA	\$ 300.00	\$ 2,400					
Street Lights	2	EA	\$ 3,200.00	\$ 6,400					

Miller Meadows Phase 6
Bond Estimate
Revised 4-19-2016 Reflects Completed Work

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
30" RCP Pipe (Includes Bedding and Fill)	250	LF	\$ 100.00	\$ 6,250	0	0	0
24" RCP Pipe (Includes Bedding and Fill)	550	LF	\$ 87.00	\$ 11,963	0	0	0
18" RCP Pipe (Includes Bedding and Fill)	495	LF	\$ 80.00	\$ 9,900	0	0	0
Standard Inlet Box	0	EA	\$ 2,200.00	\$ -	0	0	#DIV/0!
Combination Box	2	EA	\$ 3,400.00	\$ 680	0	0	0
Manhole / Junction Box	12	EA	\$ 3,000.00	\$ 3,600	0	0	0
Land Drain	900	LF	\$ 34.00	\$ 7,650	0	0	0
SWPPP	1	LS	\$ 5,000.00	\$ 5,000	0	0	0
Detention Basin	1	LS	\$ 3,000.00	\$ 3,000	0	0	0
Outlet	1	EA	\$ 4,000.00	\$ 4,000	0	0	0
Subtotal				\$ 52,043			
10% Warranty Bond				\$ 20,225			
Total				\$ 72,268			

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
8" PVC DR-35	780	LF	\$ 32.00	\$ 6,240	0	0	0
48" Sewer Manhole	4	EA	\$ 2,400.00	\$ 960	0	0	0
60" Sewer Manhole	1	EA	\$ 2,800.00	\$ 280	0	0	0
Connect to Existing	0	EA	\$ 4,000.00	\$ -	0	0	#DIV/0!
Sewer Lateral	0	EA	\$ 1,000.00	\$ -	0	0	#DIV/0!
Subtotal				\$ 7,480			
10% Warranty Bond				\$ 5,935			
Total				\$ 13,415			

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000	0	0	0
8" C900 PVC	910	LF	\$ 32.00	\$ 29,120	0	0	0
8" Valve	3	EA	\$ 2,000.00	\$ 6,000	0	0	0
8" Fittings	3	EA	\$ 800.00	\$ 2,400	0	0	0
Water Lateral	13	EA	\$ 1,250.00	\$ 16,250	0	0	0
Fire Hydrant	3	EA	\$ 4,650.00	\$ 13,950	0	0	0
Subtotal				\$ 71,720			
10% Warranty Bond				\$ 7,172			

Total	\$ 78,892	\$ -
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Road Improvements										
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%			
Clear and Grub	0	LS	\$ 6,000.00	\$ -	0	0	#DIV/0!			
Rough Grade	1	LS	\$ 20,000.00	\$ 5,000	0	0	0			
Sawcut Asphalt	60	LF	\$ 3.15	\$ 189	0	0	0			
Curb and Gutter w/ Base	1720	LF	\$ 20.00	\$ 34,400	0	0	0			
Sidewalk w/ Base	6880	SF	\$ 4.70	\$ 32,336	0	0	0			
ADA Ramp	4	EA	\$ 1,200.00	\$ 4,800	0	0	0			
12" Road Base	28640	SF	\$ 1.10	\$ 31,504	0	0	0			
3" Asphalt Road	28640	SF	\$ 1.65	\$ 47,256	0	0	0			
Subtotal				\$ 155,485						
10% Warranty Bond				\$ 17,649						
Total				\$ 173,134						
Total Bond				\$ 337,709						

FARMINGTON CITY COUNCIL MEETING

June 21, 2016

WORK SESSION

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

Dave Millheim is excused from the meeting.

SAA/650 West Construction & Park Construction

Keith Johnson discussed the process for forming an SAA to pay for the improvements along 650 West. If 40% of the residents in the area vote to protest, it will not go through. If it goes through, residents will be assessed for their portion of the improvements. Once the City bonds for the remaining amount, the residents will have 10 years to pay off their amount at a low interest rate. They have to make one payment per year, but can pay it off early at any point. **Mayor Talbot** reminded the group that anyone who purchased a lot with curb, gutter, and sidewalk already paid for it when they bought their homes. **Keith Johnson** said staff will handle the administration of the SAA.

Keith Johnson reviewed the timeline for the SAA, which is included in the packet. After the work session tonight, the City wants to meet with homeowners to discuss the proposed SAA around July 14th. **Cory Ritz** pointed out that a large portion of the residents already have extension agreements. **Mayor Talbot** asked at what point the City can give the residents a good faith estimate of what they will have to pay. **Keith Johnson** said when the City meets with individual residents, they will give them the cost of their portion of the improvements.

Chad Boshell reviewed the SAA estimates for 650 West and Glovers Lane. **Cory Ritz** asked about a previously discussed idea of moving the road over to provide on street parking along 650 West after the charter school, in front of the park. **Chad Boshell** said he would have to go back and look at the minutes, but that is not currently in the plan. The current estimate for the SAA is about \$2.9 million. The SAA participants' portion of that is about \$1 million, and about half of that will come from residents with extension agreements. The Miller Meadows subdivision has a development agreement for improvements in front of their subdivision. The City will have to come up with \$300k in addition to the \$716k it will pay from transportation impact fees. The School District's portion is \$724k. The Council was concerned about the School District protesting the impact fees, however because of the significant traffic impact of the high school, the City will push them to pay the fees. **Keith Johnson** said he thinks the estimates are high, and when the City bids for the work, it will hopefully be less. **Cory Ritz** asked if the School District would also have 10 years to pay off their portion of the SAA, and **Chad Boshell** said the City could include them in the bond as an incentive. **Keith Johnson** asked if the Council gives their preliminary approval of the proposed SAA, which they did.

Keith Johnson next discussed the park, and the City's plans to finish portions of it this year and into next year. If the City's park impact fees come in as projected, the City will be able to finish the south portion of the park next year. What remains will be the baseball fields and concessions, at an estimated cost of \$2.3 million. The City does not have estimates for the impact fees that will come in during 2018, and is unsure of how to pay for this remaining portion. He encouraged the Council to be thinking about ideas to pay for it. **Mayor Talbot** said there is a funding mechanism in the up and coming businesses, but the revenue from those sources may not come as quickly as the City might hope. **Brett Anderson** asked if some of the costs of the baseball fields could be phased in over time, and **Keith Johnson** replied that yes, some amenities could be phased in over time, and the City could focus on just having operational fields. **Brett Anderson** said it would be nice to have them useable sooner. **Keith Johnson** said the focus is on finishing the south portion of the park, and once that is complete, the focus will be on finalizing the baseball fields. **Mayor Talbot** said if the City could get a business donor to sponsor the fields, it would go a long way to push the project forward.

Mayor Talbot asked if any Councilmembers had questions. **Doug Anderson** said he had a resident complain about the lack of dress code at the pool, and who desired a refund for her pool membership. **Neil Miller** said to have her come talk to him if she wants her money back. **Mayor Talbot** expressed his admiration for the police and fire department for their rapid response to community emergencies. **John Bilton** asked about the vacation of the trail easement for Silver Hollow. He wondered if it was a gravel road, and if the City has a trail easement on top of that, which they want the City to vacate. He asked why the City would want to give it up. **Eric Anderson** said staff does not recommend vacation. He said having that connection makes sense. He said the foot traffic would be fairly minimal. They are just seeking direction tonight, as a formal request has not been made. **Mayor Talbot** said we will be pulling item 3 from the Summary Action List for discussion.

REGULAR SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Brett Anderson, Assistant City Manager Keith Johnson, Community Development Director David Petersen, Associate City Planner Eric Anderson, City Recorder Holly Gadd and Recording Secretary Melanie Monson.

Dave Millheim was excused from the meeting.

CALL TO ORDER:

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

The invocation was offered by Councilmember **Brett Anderson** and the Pledge of Allegiance was led by Boy Scout **Scott Slinn** from Troop 1238.

Redevelopment Agency of Farmington

Minute motion adjourning to the Redevelopment Agency meeting.

Motion:

John Bilton made a motion adjourning the City Council meeting to the Redevelopment Agency meeting.

Doug Anderson seconded the motion which was unanimously approved.

PUBLIC HEARING:

Consideration of the Redevelopment Agency Budget for Fiscal Year Ending June 30, 2017, and for amending the Redevelopment Agency Budget for fiscal year ending June 30, 2016 for the US89 and Station Park Areas.

Keith Johnson said the first part of this meeting is to discuss the budget for the US 89 RDA. He said the balance at the end of FY 2016 is \$411k, and it is estimated that next year the ending balance will be \$339k. This RDA will come to a close in the next couple of years. The Station Park RDA is in its 4th year. This year the City has collected about \$2.8 million, and next year it is estimated that the City will collect about \$3.8 million. **Mayor Talbot** said the Council has gone over these extensively in other meetings.

Mayor Jim Talbot opened the public hearing at 7:07 p.m.

Mayor Jim Talbot closed the public hearing at 7:07 p.m.

Motion:

John Bilton made a motion to approve the enclosed resolution which amends the budgets for fiscal year 2016, and adopts the RDA US 89 and Station Park project area budgets for fiscal year ending June 30, 2017.

Doug Anderson seconded the motion which was unanimously approved.

Resolution Adopting Amendment to the Station Park RDA Project Plan—Amending the Project Boundaries

Keith Johnson said there is a proposal to amend the project boundaries for the Station Park RDA. A few changes have been made on property lines since they were set in 2005. In order to make it more precise and consistent for tax purposes, the County has asked that the RDA adjust the boundaries to be on the current property lines. The County will make this retroactive to January 1, 2016.

Motion:

Brigham Mellor made a motion to approve the enclosed resolution which amends the boundaries to the Station Park RDA Project Area Plan, and suggest that the County to assess the property as of January 1, 2016.

John Bilton seconded the motion which was unanimously approved.

Roll Call Vote:

Doug Anderson: Aye

Brigham Mellor: Aye

John Bilton: Aye

Cory Ritz: Aye

Brett Anderson: Aye

Minute motion to reconvene the City Council meeting.

Motion:

Brigham Mellor made a motion adjourning the Redevelopment Agency meeting to the City Council meeting.

Cory Ritz seconded the motion which was unanimously approved.

PUBLIC HEARINGS:

Farmington City Storm Water Management Program

Dave Petersen said one requirement for the UPDES is for cities to adopt a Storm Water Management Plan. Staff is recommending approval.

Mayor Jim Talbot opened the public hearing at 7:19 p.m.

Mayor Jim Talbot closed the public hearing at 7:19 p.m.

Motion:

Doug Anderson made a motion that the City Council approve the Farmington City Storm Water Management Program (SWMP) for 2016.

Brett Anderson seconded the motion which was unanimously approved.

Resolution Amending the Annual Budget for Fiscal Year ending June 30, 2016; and Adopting the Annual Budget for Fiscal Year ending June 30, 2017

Mayor Talbot said the Council has spent numerous hours extensively reviewing this budget. **Keith Johnson** said the General Fund Balance will end around \$1.8 million, which is almost 21% of the City's budget (the State allows up to 25%). Next year the estimated fund balance will be \$1.6 million. The City approved fewer department head requests for the upcoming fiscal year. The City will see a decrease in revenues next year, and is trying to keep expenses low. He reviewed the City's Budget Message for Fiscal Year 2016 (which is included in the packet), and the City's revenues and expenditures. He said for Fiscal Year 2017, there will be no property tax or other tax increases. Staff recommends adding 1 new Police Officer, and 1 full time water employee. Benefits for employees will increase by 3.5%, and salary increases are consistent with market levels. Total expenditures are estimated to be about \$10 million and revenues are estimated to be just under \$10 million. The Council will be passing the Certified Tax Rate from the State, which is 0.002132. The City has two bonds, one for the City Building and Police Station, and one for the City's park and gymnasium. The property tax rates in Farmington will continue to go down as the taxable properties increase. Building Permits are declining, but sales tax and property tax revenues are increasing.

Mayor Jim Talbot opened the public hearing at 7:34 p.m.

Mayor Jim Talbot closed the public hearing at 7:34 p.m.

Motion:

Cory Ritz made a motion that the City Council adopt the enclosed resolution which amends the budget for fiscal year 2016, adopts the 2017 budget with the compensation schedule and the property tax rate as set by the County at 0.002132 for fiscal year ending June 30, 2017.

Doug Anderson seconded the motion which was unanimously approved.

Mayor Talbot thanked Keith Johnson for his hard work, and his conservative approach to the City's budget. He said the City is independently audited and always gets excellent reviews for its financial management. He also welcomed **Josh Marks** and **Wesley Madsen** from the Youth City Council.

NEW BUSINESS:

Update on the Sidewalk Inventory around the New Elementary and High Schools

Chad Boshell said in December last year, the Council first discussed sidewalk priorities. He reviewed the priorities set by the Council. He said for priority 1, the road will need to be widened from 25 to 37 feet, and he recommends foregoing sidewalk in that area. The children could cross at the cross walk that exists at the culvert. He said for priority 2, the road needs to be widened, but the City does not own the right of way. He recommends allowing staff to pursue right of way and to start designing it. **Cory Ritz** suggested sticking to the Trail Master Plan, which designates trails on certain sides of the road, and which if applied to priority 9, would allow the City to consolidate expenditures. **Dave Petersen** said it would be a deviation from the policy, but it would be a shorter distance for pedestrians. **Brett Anderson** asked what are the costs associated with this revised plan. **Chad Boshell** reviewed the estimated costs based on what he proposes. **Cory Ritz** said along Glover Lane from 650 West, to where the FieldStone development is, he said there needs to be a sidewalk connection there; otherwise pedestrians are walking on Glover Lane. **Chad Boshell** said much of the sidewalk has been installed there, and the City is working with the developer to finish the last portion of that sidewalk. **Brigham Mellor** said he understands a wide shoulder being needed for priority 1, but he sees the need for sidewalk, and it is what the residents in that area are expecting. **Chad Boshell** clarified that there will be a continuous path that ties into the school, and the remaining portion of sidewalk should be finished within a month. **Brigham Mellor** said he thinks priority 2 is even higher than priority 1. **Chad Boshell** clarified that priority 1 is impact fee eligible. **Mayor Talbot** asked about the schedule, and **Chad Boshell** replied that if the Council approves this, he will give Kilgore the go ahead tomorrow, and will immediately begin pursuing priority 2. **Brigham Mellor** asked about the timeline for priority 2, and **Chad Boshell** said he anticipates a Spring 2017 construction. There are other priorities that will be taken care of once development occurs. **Mayor Talbot** said he is happy that by the time the school opens, the City will have provided lots of good, safe access for pedestrians. He thanked Chad, and said he has done a remarkable job.

Motion:

Brett Anderson made a motion that the City Council approve Kilgore to widen 1100 West from 500 South to 650 South using transportation impact fees in the amount of \$40,747.00 and to authorize City Staff to design improvements on 1100 West from Clark Lane to 500 South and acquire needed right of way.

Cory Ritz seconded the motion which was unanimously approved.

Consideration and adoption of City Ordinance adopting Amendment to Station Park Redevelopment Project Area Plan (amending the project area boundaries as requested by the County Auditor to avoid inconsistent property boundaries).

Keith Johnson said as the RDA, the Council adopted a resolution, and now the Council needs to adopt the ordinance.

Motion:

Brigham Mellor made a motion to approve the enclosed ordinance which amends the boundaries to the Station Park RDA Project Area Plan and suggest that the County assess the property boundaries as of January 1, 2016.

Doug Anderson seconded the motion which was unanimously approved.

SUMMARY ACTION

Minute Motion Approving Summary Action List

1. Pick-up Contribution for Firefighters on State Retirement
2. Agreement for School Resource Officers
3. Eastridge Estates Phase II Rezone and Schematic Plan
4. Number of Participants in City Productions
5. Interlocal Agreement between Davis County Cities and Davis County for UPDES Permit
6. Approval of City Council Minutes held June 7, 2016

Motion:

Brett Anderson made a motion to approve the items on the Summary Action List 1-2, and 4-6, and to pull item 3 for further discussion.

Cory Ritz seconded the motion which was unanimously approved.

Eastridge Estates Phase II Rezone and Schematic Plan

Eric Anderson said this item was discussed and the public hearing was held at the last City Council meeting. The City Attorney recommended condition 2 remain the same, and staff recommended removing condition 7. He said Staff needs action on this item and recommends approval. **Dave Petersen** said he would add “related to the respective phase for preliminary plat” to condition 2.

Motion:

John Bilton made a motion that the City Council approve the schematic (master) plan for Eastridge Estates Conservation Subdivision Phases II and III subject to all applicable Farmington City Ordinances and development standards and the following conditions 1-7 with condition 2 modified to include “related to the respective phase for preliminary plat”:

1. The applicant shall enter into a development agreement memorializing the approved master plan prior to preliminary plat;
2. The applicant shall receive US Army Corp of Engineers approval to mitigate any wetlands on site related to the respective phase for preliminary plat;
3. The applicant shall obtain a CLOMR prior to or concurrent with final plat consideration for all property within the FEMA floodplain map;

4. The applicant shall provide 15% open space either on site, or offsite in the regional detention basin;
5. The applicant shall meet all requirements as set forth in Section 11-30-105 of the Zoning Ordinance;
6. On the property east of 200 East, homes shall be situated in such a way to enable in-fill development in the event future owners of the lots desire to further develop their property;
7. That a soils report be provided as part of preliminary plat.

Findings for Approval:

1. The proposed schematic plan meets the requirements of the subdivision and zoning ordinances.
2. While Phase III is dependent on approval from the Corp, much of Phase II is not constrained by wetlands and may not require any mitigation.
3. The open space being traded to the City for a regional detention basin is desirable because it provides a regional facility for the southeastern portion of Farmington, and the open space would not be desirable within the subdivision boundaries of Phase II.
4. In the event that Phase III never develops, piping the storm drain line as part of Phase II ensures that the City is not left with an open ditch to maintain.
5. Providing a soils report at preliminary plat will give a better indication of the quality of the soils and the subsequent depth-to-water-table for this development and better inform the City concurrent with vesting of the property.

Brigham Mellor seconded the motion which was unanimously approved.

Rezone:

Eric Anderson said this item is the same as was discussed at the last meeting and staff recommends approval.

Motion:

John Bilton made a motion that the City Council approve the rezone of .94 acres of property located at approximately 50 West and 1500 South from AA to LR, and 1.75 acres of property located at approximately 250 East and 1500 South from A-F to LR-F as identified on the attached maps, subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The approval is subject to an approved preliminary plat;
2. The applicant shall provide a trail easement on or near the Bamberger R.O.W. line connecting the trail easement in the Tuscan Village PUD Parcel B open space with their northern property line acceptable to Farmington City.

Findings for Approval:

1. The proposed rezones are consistent with the general plan.
2. The proposed rezones are consistent with the surrounding properties and neighborhoods.

3. The portion of property in the AA zone is part of the old Bamberger Right-of-Way and is not below the 4218 line, and should have the development restricted designation removed from this portion of the property.
4. The trail easement will provide a future connection from 1470 South to 1600 South and could even become regional in nature as the Bamberger Right-of-Way goes into Centerville.

Doug Anderson seconded the motion which was unanimously approved.

OLD BUSINESS:

Substantial Completion, Change Orders, 1, 2, & 3 –1100 W Culvert Project

Chad Boshell said normally change orders are not something he would bring before the City Council, but he has brought it forth because it is a three-way agreement. He recommends approval. **Mayor Talbot** asked Chad to pass along the City's thanks the County for their cooperation in getting the culvert completed.

Motion:

Doug Anderson made a motion that the City Council approve the substantial completion, change order #1 for \$4,156.02, change order #2 for \$1,127.86, change order #3 for \$4,432.05, and pay request #3 for \$43,130.06 for the 1100 West Culvert project. The City's responsibility is 1/3 the above costs.

Brett Anderson seconded the motion which was unanimously approved.

Vacation of the Silver Hollow Trail Easement

Eric Anderson said this originally came up at the Planning Commission hearing for preliminary plat, and the applicant proposed using this area for pedestrian access. The Planning Commission took issue with the conflict of a private drive and a pedestrian walkway. Staff disagrees with the Planning Commission and thinks the trail easement should remain. It makes the most sense for pedestrians to access nearby areas, whereas if it was not available to pedestrians, they would have to take a significantly more roundabout route. Staff does not recommend vacating the trail easement and is seeking direction. **John Bilton** said it makes sense to keep it. He said it will likely not be heavily used, but will be convenient for those who use it. The Council supported Staff's recommendation.

City Council Committee Reports:

Brett Anderson: He missed the committee meeting due to being out of town, and said there are no issues he is aware of with the Trails Committee. **Mayor Talbot** said the new Trails book will be available at Festival Days.

Cory Ritz: He said the Mosquito Abatement District is putting out an RFP for aerial application for next year.

John Bilton: The Historic Preservation Committee is interested in the potential of the old Richard's building. It would be a nice asset for the City and community in general.

Brigham Mellor: The Utah League of Cities and Towns is holding its annual conference in September. He will be attending and said Holly would register anyone who is interested in attending.

Doug Anderson: he said the Youth City Council met this afternoon and their Mayor created a spreadsheet with where each YCC member would be during Festival Days and at what time. He said they will be taking July and August off.

GOVERNING BODY REPORTS:

Mayor Jim Talbot

1. He asked the Council if they remembered their assignments for Festival Days, which they did. Cory Ritz was absent during the last meeting, and Mayor Talbot said he needs to be there on Saturday.

City Manager – Dave Millheim

1. Executive Summary for Planning Commission held June 9, 2016
2. Fire Monthly Activity Report for May

City Council

Brett Anderson: He said Station Park is a target for theft right now, both shoplifting and vehicle burglary, and he wondered if there is anything that can be done to better protect our businesses over there. He said people are traveling here from other cities for that purpose. **Mayor Talbot** said he would get in contact with the Manager of Station Park.

Cory Ritz: he asked about the concrete area behind the Symphony Homes area and **Keith Johnson** said he would make a note of it.

Brigham Mellor: Randy Jeffries said he would be meeting with the Ranches HOA on Monday night at 6 pm.

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

ADJOURNMENT

Motion:

At 8:34 p.m., **Brigham Mellor** made a motion to adjourn the meeting. **Doug Anderson** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation

CLOSED SESSION

Motion:

At 8:35 p.m., **Brigham Mellor** made a motion to go into a closed meeting for purpose of discussing the competency of an individual.

Doug Anderson 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 8:47 p.m., a motion to reconvene into an open meeting was made by **Brett Anderson**. The motion was seconded by **John Bilton** which was unanimously approved.

Motion:

At 8:48 p.m., **Brigham Mellor** made a motion to adjourn the meeting. **Doug Anderson** seconded the motion which was unanimously approved.

FARMINGTON CITY COUNCIL MEETING

July 5, 2016

REGULAR SESSION

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

CALL TO ORDER:

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

The meeting was called to order at 7:00 p.m. The invocation was offered by **City Manager Dave Millheim** and the Pledge of Allegiance was led by Sam, a community scout member from Troop #1545.

Mayor Talbot said in order for the meeting's agenda item to be discussed, a full quorum, or 4 people, must be in attendance. He said Brigham Mellor will be in attendance shortly which will make a full quorum. Until then, **Mayor Talbot** turned the time over the Council Members to bring up any comments, questions, or concerns.

GOVERNING BODY REPORTS:

Council Member Cory Ritz:

- He asked if a "bubble" for the City swimming pool has ever been considered. A "bubble" would allow the pool to be used all year. He said Bountiful City did this for many years prior to the creation of their current recreation center. He said he is interested in further looking into a "bubble" and what it would cost.
- He said now that the new City gym is open, he would like a noise and loitering ordinance reviewed. He expressed concern that those being released from the County Juvenile Detention Facility are not given a bus ticket, but are just released out of the facility. He is concerned that loitering may occur around the gym or open space; he would like to have an ordinance ready and in place to ensure this does not become a problem. **Dave Millheim** asked if the City has a noise and loitering ordinance. **Cory Ritz** said he is unsure, but would like it to be further reviewed to ensure there is one in place.
- He asked that the Police Department patrol west Farmington neighborhoods and trails more, specifically the Legacy Trail between Legacy and State Street. He said many residents have expressed concern with suspicious behavior and hiding of contrabands along the trail, as well as multiple cases of vandalism and break-ins in the neighborhoods. **Dave Millheim** said he has also received emails regarding speeding that is occurring on 1100 W. now that the road goes all the way through. He said there will be additional police enforcement in that area addressing the speeding concern, but he will talk with the Police Chief about the other items.

- He asked for an update on the open space management plan. **Dave Millheim** said very little has been done on that at this point. **Cory Ritz** expressed frustration that it has not yet been moved forward. **Dave Millheim** said one council member has changed his mind regarding it; he advised this council member to bring the item back to the Council to discuss it at the next meeting. **Cory Ritz** is concerned he will not be in attendance at the next meeting to discuss the item. **Mayor Talbot** suggested waiting to discuss the item until the following meeting when **Cory Ritz** is in attendance.

Council Member **Brigham Mellor** joined the meeting at 7:10 p.m.

PUBLIC HEARINGS:

Boundary Adjustment with Kaysville City – Clark Property

David Petersen said Jeff Clark owns a lot in the northwest corner of the City as well as a lot within the abutting Kaysville City borders. The applicant would like to do a boundary adjustment for 3,375 sq. ft. of his property. **David Petersen** said there is a stream that runs through both lots; Jeff Clark wants to do a landscape plan for both sides of the stream while he still owns all the property. In order to do the boundary adjustment, since his lot is in Kaysville, Jeff Clark has to also do a Municipal Boundary Adjustment. Staff recommends that the City Council annex this property into the City.

Mayor Jim Talbot opened the public hearing at 7:13 p.m.

Alejandro Romero, 703 N. 2000 W., asked for the benefits of bringing the property into the City. **David Petersen** said there is no benefit to the City; however, there is no drawback either. He said the applicant personally owns this property so he is willing to pay the fee and work his way through the annexation process with Farmington City as well as Kaysville. **David Petersen** said approving the boundary adjustment simply allows the applicant to move forward with his plans.

Mayor Jim Talbot closed the public hearing at 7:15 p.m.

There was no further discussion on the item.

Motion:

Brigham Mellor made a motion that the City Council approve the enclosed ordinance and annexation plat adjusting the City's common boundary with Kaysville City at 1771 North 1500 West, and zoning the property to A (Agriculture). **Cory Ritz** seconded the motion which was unanimously approved.

ADJOURNMENT

Motion:

At 7:30 p.m., **John Bilton** made a motion to adjourn the meeting. **Cory Ritz** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation

CITY COUNCIL AGENDA

For Council Meeting:
July 19, 2016

SUBJECT: City Manager Report

1. Executive Summary for Planning Commission held on June 23, 2016
2. Executive Summary for Planning Commission held on July 7, 2016
3. Fire Monthly Activity Report for June

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
BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson – Associate City Planner
Date: July 19, 2016
SUBJECT: EXECUTIVE SUMMARY- PLANNING COMMISSION HELD JUNE 23, 2016

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on June 23, 2016 [note: four commissioners attended the meeting—Acting Chair Alex Leeman, Bret Gallacher, Kent Hinckley, and Connie Deianni. Excused commissioners were Dan Rogers, Heather Barnum, and Rebecca Wayment.

Item 3 Nick Mingo / Ivory Homes (Public Hearing) – Applicant is requesting schematic plan approval for the Davis Creek Conservation Subdivision consisting of 15 lots on 9.5 acres of property located at 475 West Glover Lane in an AE (Agriculture Estates) Zone. (S-9-16)

Voted to recommend the schematic plan for approval as written in the staff report, with the following two conditions added to the suggested motion:

4. The applicant must receive approval from the City Council for the cul-de-sac which exceeds 1,000' in length;
5. City staff must make sure the length of the cul-de-sac is acceptable to the Fire Department.

Vote: 4-0

Item 4 Nick Mingo / Ivory Homes (Public Hearing) – Applicant is requesting schematic plan approval for the Davis Creek Commercial Subdivision consisting of 24 lots on 49.12 acres of property located at 1269 South 650 West in an LM&B (Light Manufacturing & Business) Zone. (S-10-16)

Voted to recommend the schematic plan for approval as written in the staff report.

Vote: 4-0

Respectfully Submitted



Eric Anderson
Associate City Planner

Review & Concur



Dave Millheim
City Manager



FARMINGTON CITY

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

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson – Associate City Planner
Date: July 19, 2016
SUBJECT: EXECUTIVE SUMMARY- PLANNING COMMISSION HELD JULY 7, 2016

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on July 7, 2016 [note: five commissioners attended the meeting—Acting Chair Kent Hinckley, Heather Barnum, Bret Gallacher, Dan Rogers, and Connie Deianni. Excused commissioners were Rebecca Wayment and Alex Leeman.

Item 3 Glen Lent / Oakwood Homes – Applicant is requesting final plat approval for the Avenues at the Station Phase III Subdivision consisting of 21 lots on 2.58 acres of property located at approximately 1100 West Clark Lane in an RMU (Residential Mixed Use) Zone. (S-34-15)

Voted to approve the final plat as written in the staff report.

Vote: 5-0

Item 4 Nick Mingo / Ivory Homes – Applicant is requesting preliminary plat approval for the Silver Hollow Conservation Subdivision consisting of 11 lots on 5 acres of property located at approximately 1600 West Jeppson Way (1550 North) in an LR (Large Residential) Zone. (S-7-16)

Voted to approve the preliminary plat as written in the staff report, with the amendment to Condition 1 as follows:

1) The applicant shall provide the 15% open space through a public access (trail) easement and a partial waiver; the trail shall not exceed 1/3 of the total amount for the open space waiver amount;

The Planning Commission also added two findings to the motion as follows:

5) *The open space that would be provided on or near Haight Creek is not usable and would be better used elsewhere in the City.*

6) *Because the City does not own the trail in fee, the Planning Commission feels that it counting as 1/3 of the total open space amount is fair.*

Vote: 5-0

Item 5 Farmington City (Public Hearing) – Applicant is requesting miscellaneous Text Amendments to Chapters 3, 17, 28, and 35 of the Zoning Ordinance, and Chapter 7 of the Subdivision Ordinance regarding **a)** Amending Section 11-3-045, requiring a public hearing for special exceptions; **b)** Adding language to Section 11-17-070(4)(d) specifying that no fee will be required to appear before the Planning Commission for a height increase of an accessory building in the OTR zone, as it is in other residential zones; **c)** Broadening Sections 11-13-030, 11-15-030, and 11-26-040, to include “temporary uses” as a conditional use in the Multi-Family, Light Manufacturing & Business, and Business Residential zones; **d)** Removing language from Section 12-7-030(10)(a) of the Subdivision Ordinance that restricts the allowance of flag lots in a platted subdivision; **e)** Amending Section 11-35-103(1) adding language clarifying the allowable number of external employees of home occupations.

*Voted to recommend that the City Council approve the requested zone and subdivision text changes **a-d** as written in the staff report.*

Vote: 5-0

Respectfully Submitted



Eric Anderson
Associate City Planner

Review & Concur



Dave Millheim
City Manager



Farmington City Fire Department

Monthly Activity Report

June 2016



Emergency Services

Fire / Rescue Related Calls: 30
All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance Related Calls: 90 / Transported 55 (61%)
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...

Calls Missed / Unable to adequately staff: 12

Urgent EMS Related Response Times (AVG): 5.4 Minutes GOAL 4 minutes or less (+1.4 min.)

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

PT Department Man-Hours (based on the following 24-day pay period / June 10th & June June 24th)

Part-Time Shift Staffing:	1,538	Budgeted 1,394	Variance +114
Part-Time Secretary:	86	Budgeted 80	Variance + 6
Part-Time Fire Marshal:	80	Budgeted 80	Variance + 0
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime + 12
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	151		
Emergency Callbacks:	310	FIRE 35 Hrs. / EMS 275 Hrs. (YTD) 1,469	
Special Event Hours:	0	(YTD) 58	
Total PT Staffing Hours:	2,165	(YTD) 12,017	

Monthly Revenues & Grant Activity YTD

	Month	Calendar Year	FY 2016
Ambulance (May 2016):			
Ambulance Services Billed:	\$60,640.25	\$254,431.43 YTD	\$590,742.18
Ambulance Billing Collected:	\$31,944.91	\$133,728.80 YTD	\$287,045.10
Variances:	-\$28,695.34	-\$120,702.63 YTD	-\$303,697.08
Collection Percentages:	52%	52%	48%

Grants / Assistance / Donations

Grants Applied For:

Stocked Zero Fatalities / Education Trailer for Festival Days \$1,000 **\$30,500 YTD**

Grants / Funds Received / Awarded:

Ladder Rack Fabrication for SRV by SXOR \$400

DNR Annual Training / Instructor \$200 **\$1,500 YTD**

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

Drill # 1– Officers Monthly Meeting & Training:	12	
Drill #2 – SPECIAL – Work Drill / Facility Maintenance	36	Avg. Wednesday Night Drill Att.
Drill #3 – FIRE – Rope Rescue / Canyon Response	27	FFD Personnel This Month: 13
Drill #4 – FIRE – Portable Water Shuttle Operations	27	

Other:

Inspections / Special Training Assignment* 64

Total Training / Actual Hours Attended: 151 1,814 HRS YTD

Fire Prevention & Inspection Activities

	QTY	
New Business Inspections:	4	
Existing Business Inspections:	16	
Re-Inspections:	12	
Fire Plan Reviews & Related:	249K	(Scanned Documents)
Consultations & Construction Meetings:	86	
Station Tours & Public Education Sessions:	9	69 YTD

Health, Wellness & Safety Activities

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

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals: 3 **3 YTD**

Additional Narrative:

Busy month with summer rolling in and venues getting busy. Emergent EMS response times averaged 5.4 minutes and Emergent FIRE response times averaged 7.0 minutes. Twelve 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). 61% of all Ambulance calls resulted in transporting patients to hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. Part-time staffing hours exceeded typical parameters to accommodate vacation hours used by Shift Captains. FFD assisted with emergency services during the HAFB three-day airshow. This venue went without serious incident and FFD transported a couple of times to nearby facilities. FFD also responded to several hiking incidents near Farmington Canyon and Davis Creek. One victim was assisted down the mountain by FFD and Davis County Search and Rescue (SAR) while another victim was hoisted out of Davis Creek via Life Flight to a level II trauma facility. Rescue crews hiked difficult terrain and rendered critical care until the patient could be air lifted. Unified Command between several agencies worked very well.

* This month's training targeted ongoing leadership development, rope rescue operations with the Davis County Search and Rescue Team (one week prior to actual rescue calls) and portable water operations - moving large quantities of water to areas with limited or no water supply due to earthquake, limited hydrant system, etc. FFD placed another piece of equipment out of service (Water Tender 711) until new funding becomes available July 1st. Again, FY 2016 has proven to be a unique and challenging year for unexpected maintenance costs.

FFD represented at the annual Memorial Day service held at the cemetery. We are very proud of our military veterans as various past and present FFD members have served in all of our nation's conflicts since the inception of FFD over 109 years ago!



Canyon Hoist Rescue and Post Incident Briefing
- June 21st



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

Office (801) 939-9260 or email gsmith@farmington.utah.gov

Respectfully,

Guido Smith
Fire Chief

Farmington City Fire Department - Proud Protectors of Your Life and Property

- Since 1907

CITY COUNCIL AGENDA

For Council Meeting:
July 19, 2016

S U B J E C T: City Council Committee Reports

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

City Council members will give an update on the various committees they serve on.

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:
July 19, 2016

SUBJECT: Mayor Talbot & City Council Reports

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