

**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, September 20, 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

### **OLD BUSINESS:**

7:05 Park Lane Commons Phase IV Schematic Plan and Plat Amendment

### **PRESENTATIONS:**

7:10 Update from Miss Farmington

### **SUMMARY ACTION:**

7:20 Minute Motion Approving Summary Action List

1. Taylor Ridge Subdivision Improvements Agreement
2. Miller Meadows Phase 6 Improvements Agreement
3. Park Lane Commons Phase IV Schematic Plan and Plat Amendment
4. Kestrel Bay Townhomes Subdivision Improvements Agreement
5. Approval of Minutes from August 16, 2016
6. Utah Chapter of the American Planning Association Fall Conference Sponsorship
7. Clark Lane Village License Agreement for a Playground

7:25 City Council Committee Updates

**GOVERNING BODY REPORTS:**

7:35 City Manager Report

1. Executive Summary for Planning Commission held on September 8, 2016
2. Fire Monthly Activity Report for August

7:40 Mayor Talbot & City Council Reports

**ADJOURN**

**CLOSED SESSION**

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

DATED this 15th day of September, 2016.

**FARMINGTON CITY CORPORATION**

By:   
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:  
September 20, 2016

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

It is requested that Mayor Talbot give the invocation to the meeting and it is requested that City Manager Dave Millheim 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:  
September 20, 2016

**SUBJECT: Park Lane Commons Phase IV Schematic Plan and Plat Amendment**

**ACTION TO BE CONSIDERED:**

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.



# F A R M I N G T O N C I T Y

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: September 20, 2016

SUBJECT: **PARK LANE COMMONS PHASE IV SCHEMATIC PLAN AND PLAT AMENDMENT**  
**Applicant: Scott Harwood – The Haws Company**

### RECOMMENDATION

*Note: the Public Hearing was opened and closed at the 9.6.16 City Council meeting, and the item was tabled.*

Move that the City Council approve the schematic plan and plat amendment subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant shall re-show the dedication for the Market Street right-of-way on final plat;
2. The applicant shall enter into an extension agreement to improve the half-street and side treatments for Market Street;
3. The applicant shall leave the pedestrian access easement, as shown on the Park Lane Commons Phase II plat on the Park Lane Commons Phase IV final plat;
4. No building permits shall be issued for Park Lane Commons Phase IV until all improvements for Park Lane Commons Phase III, including those related to the Western States Assisted Living Facility site plan have been completed.

### Findings for Approval:

1. As part of Phases II and III, the majority of improvements were installed, inspected, and approved by the City.
2. The City always anticipated that the Cabela's out-parcel would be subdivided and planned accordingly.
3. The lot dimensions and all improvements meet Farmington City development standards and ordinances.
4. The proposed subdivision and plat amendment are compatible with and conform to the approved Park Lane Commons Project Master Plan and related development agreement with the City, and the underlying zone.

### BACKGROUND

The applicant, Scott Harwood is requesting schematic plan and plat amendment approval for the Park Lane Commons Phase IV subdivision. The application is both a minor subdivision and a plat amendment because it is altering Park Lane Commons Phase II (the "Cabela's Subdivision) and Phase III (which contains the proposed Western States Assisted Living Center). The subdivision is proposing to subdivide Lot 201 (in Phase II) into two

lots, 402 and 403; because this action involves both a subdivision and is changing the existing Park Lane Commons Phase II subdivision plat, it is both a plat amendment and a minor subdivision. Additionally, Lot 301 from Park Lane Commons Phase III is being added into the proposed Phase IV, which also involves a plat amendment of Phase III.

The minor subdivision process is twofold: 1) schematic plan (PC recommends and CC approval/denial) and 2) final plat (PC approval/denial). Under normal circumstances, the Planning Commission does not see plat amendments, as they go straight to the City Council. However, because this particular application came before the Commission for subdivision, staff felt it prudent that it be reviewed and receive a recommendation by the Planning Commission concurrently, and at the August 18<sup>th</sup> meeting, the Commission made a positive recommendation for both the plat amendment and the schematic plan.

Because the plats have been recorded and most improvements installed as part of Phases II and III, the DRC review required little in the way of needed easements and dedications with two exceptions. While the future Market Street Right-of-Way dedication was included in Phase II as part of the Cabela's development, the DRC would like to see the dedication on this plat as well; this is so that the ROW shows up on both Phase II and Phase IV, thus making it a clean record. Market Street is not being built now because it is not currently needed; however, it is on the Regulating Plan and may be part of the Evans family development plans, so the City wants the applicant to enter into an extension agreement for half of the road and all side treatments related to the future Market Street, should it ever be built.

The Phase II plat shows a pedestrian access easement lining up with the western portion of the future Market Street to the west. In the current proposal, the applicant wanted to have this pedestrian access removed and be placed alongside the access drive that straddles Lots 401 and 402, lining up with the driveway entry to the Western States Assisted Living Facility. While staff is comfortable with this drive and lot line being placed where it is proposed, we want the pedestrian access to line up with the future road, not a private driveway. Additionally, the original Market Street was intended to be a promenade, but when Cabela's and the Western States Assisted Living Center were reviewed and approved by the City, the promenade was shifted through a zone text amendment altering the Regulating Plan to accommodate these uses. Now the applicant is asking to amend the regulating plan again, thus diluting the original intent of the Market Street promenade as being an important pedestrian connection even further. Staff and the applicant have met and reached a compromise whereby the pedestrian access as proposed in Phase II and the lot line as proposed in Phase IV, would remain.

Some members of the DRC have expressed concern with the improvements related to Park Lane Commons Phase III. As part of the Western States Assisted Living Center, portions of the improvements for the subdivision were delayed until the construction of the assisted living facility occurred. At the City Council meeting on September 6<sup>th</sup>, the applicant asserted that all the improvements were installed when Phases II and III were improved, and wanted clarity regarding that condition. The Council tabled the item to give the applicant and staff time to address the discrepancy and arrive at a solution. The City Engineer clarified the issue as follows: as part of the Western States Assisted Living Facility site plan, a storm drain line was to be upsized and relocated through lots 302 and 303 of Park Lane Commons Phase III; at the time, staff was comfortable with the storm drain pipe being relocated and upsized as part of the Western States Assisted Living Center improvements instead of the subdivision; however, construction of the assisted living facility has been delayed due to pending litigation and related HUD financing, so there is no clear date when construction will begin. As a result, staff would like all improvements related to Phase III to be completed prior to any construction of Phase IV beginning. The suggested motion includes a condition that addresses this issue and requires that these improvements be installed before any construction occurs on Phase IV.

#### Supplemental Information

1. Vicinity Map
2. Park Lane Commons Phase IV Schematic Plan

3. Park Lane Commons Phase II Plat
4. Park Lane Commons Phase III Plat
5. Illustration showing the road alignment discussed in Suggested Condition 3 above
6. Regulating Plan

Applicable Ordinances

1. Title 11, Chapter 7 – Site Development Standards
2. Title 11, Chapter 18 – Mixed Use Districts
3. Title 12, Chapter 6 – Major Subdivisions
4. Title 12, Chapter 7 – General Requirements for all Subdivisions

Respectfully Submitted



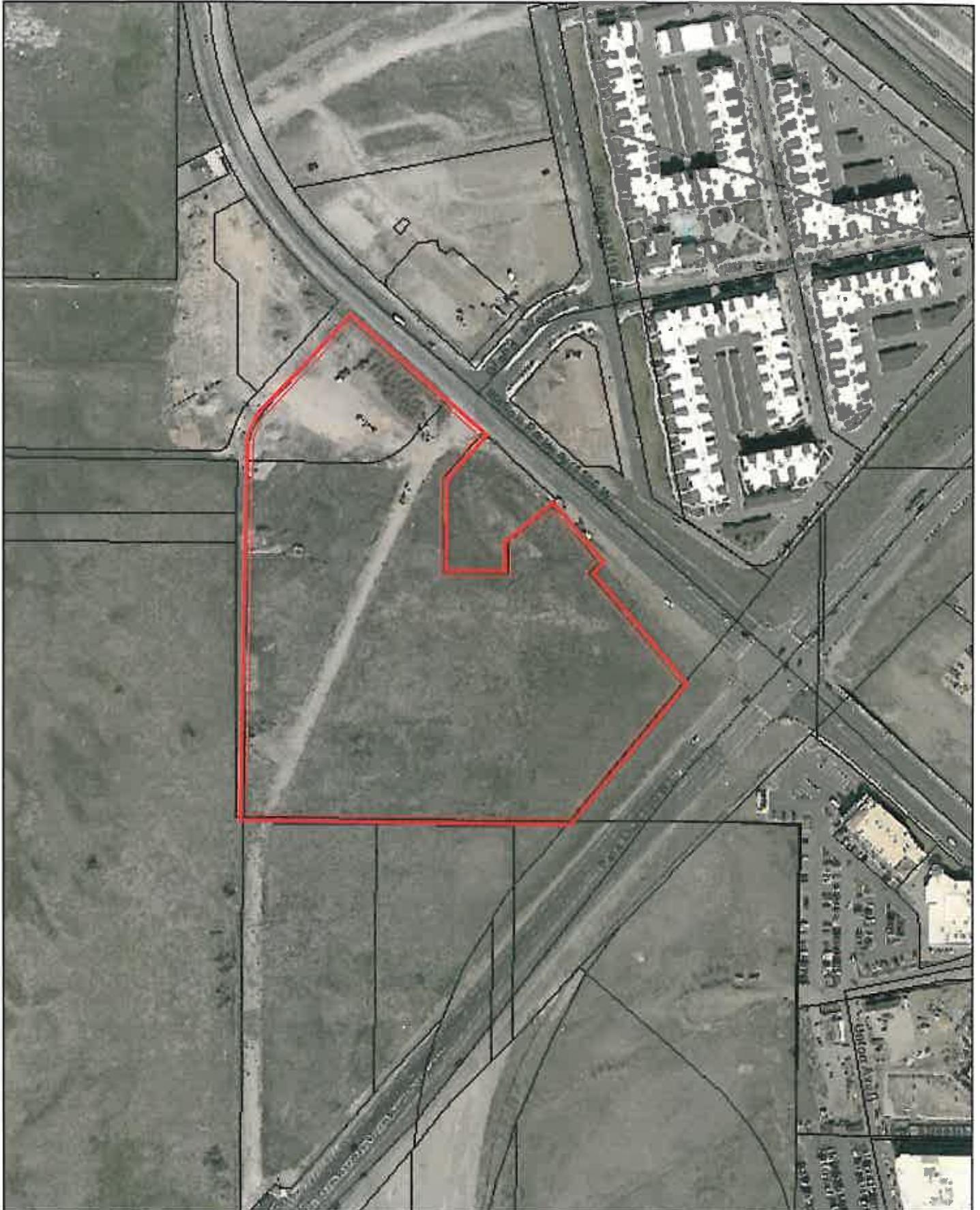
Eric Anderson  
City Planner

Concur



Dave Millheim  
City Manager

# Farmington City







# Park Lane Commons - Phase 3

All of Parcel H<sub>4</sub> of Park Lane Commons Parcel E Amended and H<sub>4</sub>  
 Being A part of the Southeast Quarter of Section 14, T34N, R11W, SLB84M, U.S. Survey  
 Farmington City, Davis County, Utah  
 September 2015

Best Quarter Corner  
 of Section 14, T34N,  
 R11W, SLB84M, U.S. Survey  
 (Found Brass Nail  
 Cap Monument)

Southwest Corner  
 of Section 14, T34N,  
 R11W, SLB84M, U.S. Survey  
 (Found Brass Nail  
 Cap Monument)

East Quarter Corner  
 of Section 14, T34N,  
 R11W, SLB84M, U.S. Survey  
 (Found Brass Nail  
 Cap Monument)

West Quarter Corner  
 of Section 14, T34N,  
 R11W, SLB84M, U.S. Survey  
 (Found Brass Nail  
 Cap Monument)

North Quarter Corner  
 of Section 14, T34N,  
 R11W, SLB84M, U.S. Survey  
 (Found Brass Nail  
 Cap Monument)

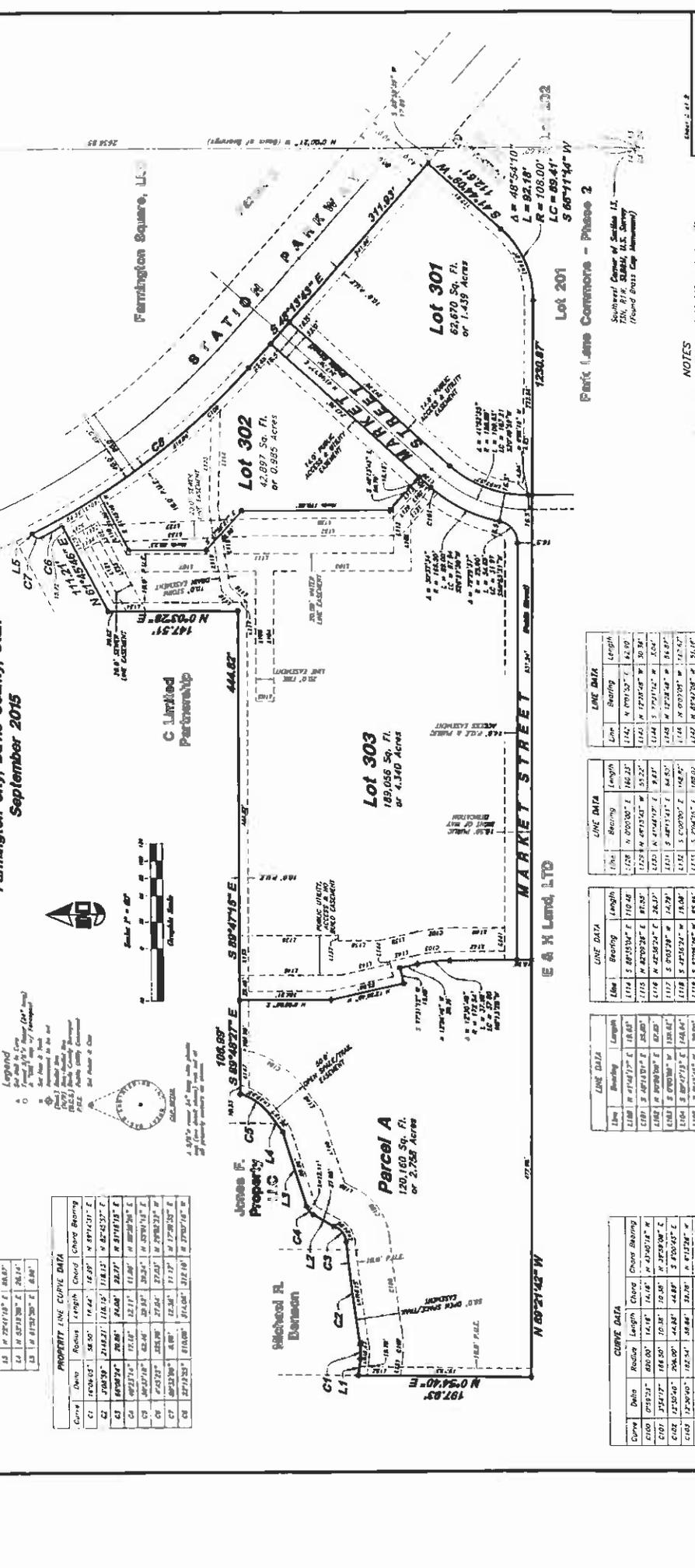
South Quarter Corner  
 of Section 14, T34N,  
 R11W, SLB84M, U.S. Survey  
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West Quarter Corner  
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 R11W, SLB84M, U.S. Survey  
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 Cap Monument)

North Quarter Corner  
 of Section 14, T34N,  
 R11W, SLB84M, U.S. Survey  
 (Found Brass Nail  
 Cap Monument)

South Quarter Corner  
 of Section 14, T34N,  
 R11W, SLB84M, U.S. Survey  
 (Found Brass Nail  
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Line	Bearing	Length
C1	S 82°42'37" E	161.8'
C2	N 20°11'03" E	17.65'
C3	N 20°11'03" E	86.67'
C4	N 87°32'30" E	86.67'
C5	N 87°32'30" E	6.84'

Curve	Delta	Radius	Length	Chord	Chord Bearing
C1	100.00'	58.50'	16.64'	16.64'	N 87°43'07" E
C2	100.00'	118.15'	118.15'	118.15'	N 87°43'07" E
C3	100.00'	236.30'	236.30'	236.30'	N 87°43'07" E
C4	100.00'	472.60'	472.60'	472.60'	N 87°43'07" E
C5	100.00'	945.20'	945.20'	945.20'	N 87°43'07" E
C6	100.00'	1890.40'	1890.40'	1890.40'	N 87°43'07" E
C7	100.00'	3780.80'	3780.80'	3780.80'	N 87°43'07" E
C8	100.00'	7561.60'	7561.60'	7561.60'	N 87°43'07" E

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M1	S 89°47'18" E	444.62'
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**NOTES**

- Refer to the GSD geotechnical investigation (Job No. 076-0160-14) files, "Report Geotechnical Study, Proposed Legacy Village of Park Lane Assisted Living Center, Davis County, Utah, November 19, 2014, for specific geotechnical requirements and recommendations required for the improvements within this subdivision.
- 10' wide Public Utility Easement as indicated by dashed lines, except as otherwise shown. No vertical structures shall be constructed within the 10' wide Easement on the West Side of Lot 303. Horizontal improvements are permitted.

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L2	N 20°11'03" E	17.65'
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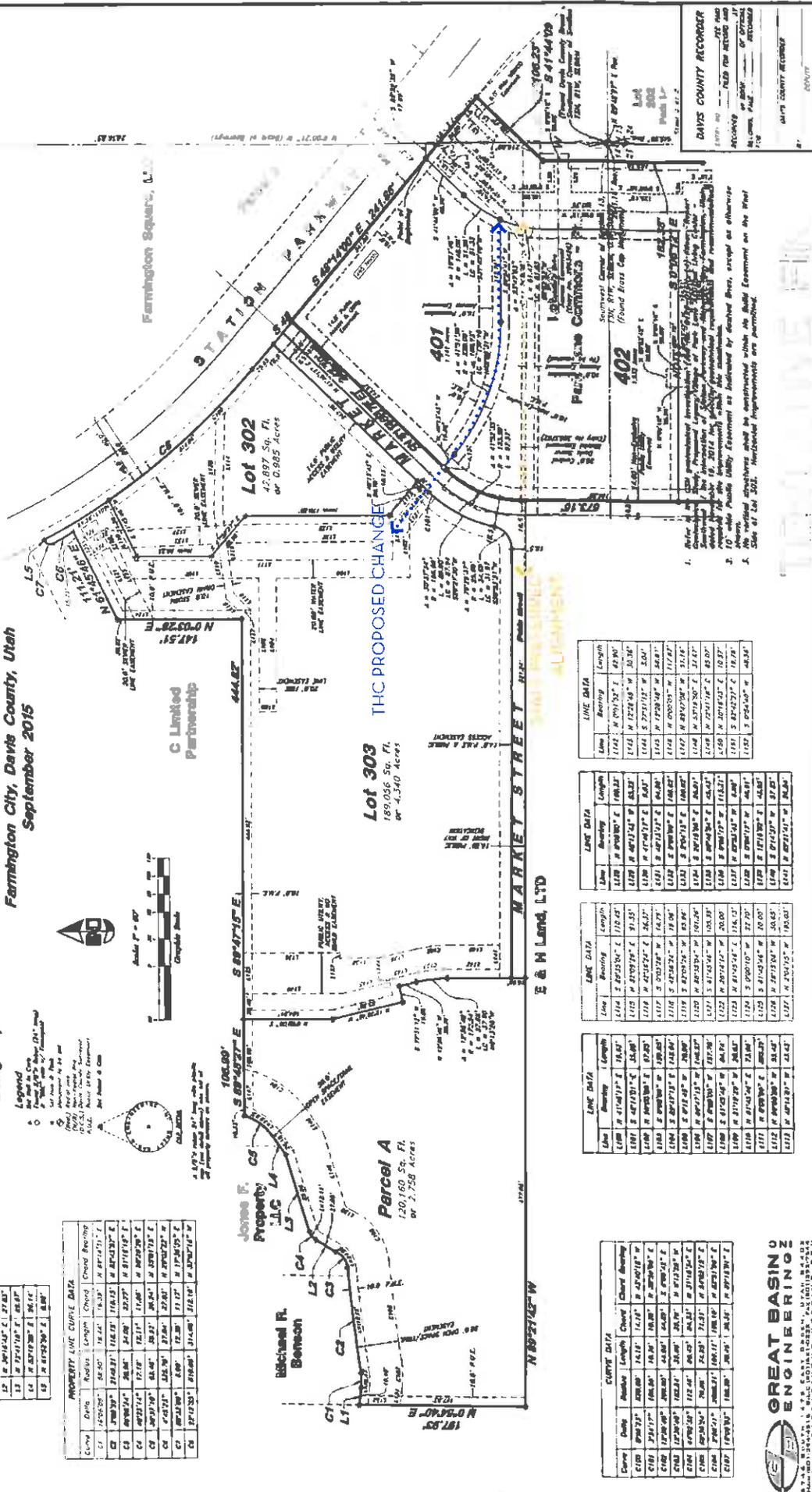
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# Park Lane Commons - Phase 3

All of Parcel H, of Park Lane Commons Parcel E Amended and H,  
Being A part of the Southeast Quarter of Section 14, T3N, R7W, S1B6M, U.S. Survey  
Farmington City, Davis County, Utah  
September 2015



**LINE DATA**

Line	Bearing	Length
L1	S 89°27'17" E	18.00'
L2	S 89°27'17" E	27.83'
L3	S 89°27'17" E	27.83'
L4	S 89°27'17" E	26.14'
L5	S 89°27'17" E	8.80'

**PROPERTY LINE CURVE DATA**

Curve	Delta	Radius	Length	Chord	Chord Bearing
C1	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C2	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C3	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C4	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C5	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C6	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C7	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C8	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E



Scale 1" = 40'  
Graphic Scale

Parcel A  
120,160 Sq. Ft.  
or 2.758 Acres

Lot 302  
40,897 Sq. Ft.  
or 0.935 Acres

Lot 303  
189,056 Sq. Ft.  
or 4.340 Acres

Parcel H  
100,237 Sq. Ft.  
or 2.300 Acres

Parcel G  
100,237 Sq. Ft.  
or 2.300 Acres

**CURVE DATA**

Curve	Delta	Radius	Length	Chord	Chord Bearing
C101	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C102	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C103	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C104	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C105	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C106	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C107	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C108	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C109	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E
C110	270°00'	50.00'	157.08'	100.00'	S 90°00'00" E

**LINE DATA**

Line	Bearing	Length
L101	S 89°27'17" E	18.00'
L102	S 89°27'17" E	27.83'
L103	S 89°27'17" E	27.83'
L104	S 89°27'17" E	26.14'
L105	S 89°27'17" E	8.80'

**LINE DATA**

Line	Bearing	Length
L106	S 89°27'17" E	110.23'
L107	S 89°27'17" E	71.35'
L108	S 89°27'17" E	36.27'
L109	S 89°27'17" E	78.08'
L110	S 89°27'17" E	59.94'
L111	S 89°27'17" E	50.00'
L112	S 89°27'17" E	103.87'
L113	S 89°27'17" E	116.27'
L114	S 89°27'17" E	70.00'
L115	S 89°27'17" E	30.63'
L116	S 89°27'17" E	193.03'

**LINE DATA**

Line	Bearing	Length
L117	S 89°27'17" E	108.32'
L118	S 89°27'17" E	143.81'
L119	S 89°27'17" E	143.81'
L120	S 89°27'17" E	143.81'
L121	S 89°27'17" E	143.81'
L122	S 89°27'17" E	143.81'
L123	S 89°27'17" E	143.81'
L124	S 89°27'17" E	143.81'
L125	S 89°27'17" E	143.81'
L126	S 89°27'17" E	143.81'
L127	S 89°27'17" E	143.81'

**GREAT BASIN ENGINEERING**

1000 W. 1000 S. STE. 1000, SALT LAKE CITY, UTAH 84143  
 801.488.8888  
 www.greatbasin.com

**DAVIS COUNTY RECORDER**

BOOK NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_  
 RECORD NO. \_\_\_\_\_  
 DATE OF RECORDING \_\_\_\_\_

**THC PROPOSED CHANGE**

1. All lots shown on this plan are subject to the same terms, conditions and restrictions as set forth in the Declaration of Condominium for the Park Lane Commons, U.S. Survey, Farmington City, Davis County, Utah, recorded in Book 116, Page 116, of the Davis County Recorder's Office.

2. The recorded structures shall be constructed within the Right of Way shown on this plan.

3. No vertical structures shall be constructed within the Right of Way shown on this plan.

# West Farmington Mixed-Use District Regulating Street Plan

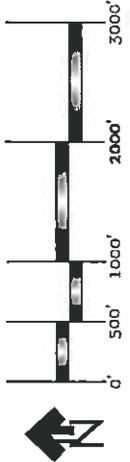
## Legend

### Street Network

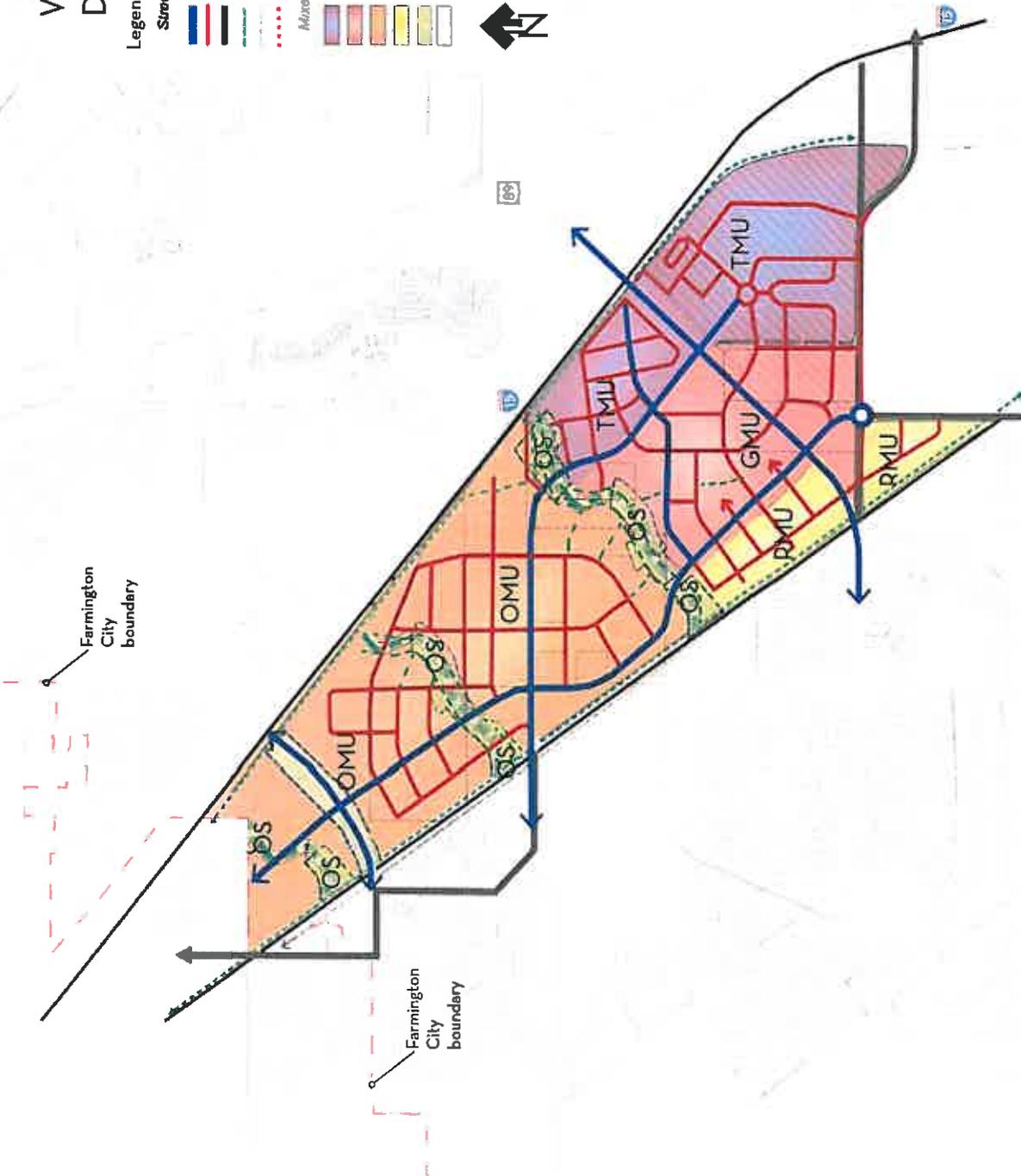
-  Proposed Principal Road, approx. 64 ft ROW curb to curb, 2 travel lanes, circular median
-  Proposed Neighborhood Road, approx. 28 - 32 ft ROW curb to curb, 2 travel lanes
-  Existing Local/Collector Road (Buck Lane, Clark Lane, 13th Street)
-  Planned or Proposed Pedestrian Pathway
-  Approaches 100 ft Riparian Corridor Boundary - Sheppard Creek
-  Proposed Corridor for Road

### Mixed-Use Districts

-  Transit Mixed-Use District (TMU)
-  General Mixed-Use District (GMU)
-  Office Mixed-Use District (OMU)
-  Residential Mixed-Use District (RMU)
-  Open Space Mixed-Use District (OS)
-  Station Park\*\*



\* Development of the Station Park, was subject to the approval of the Station Park Development Agreement by the City of Farmington, dated January 27, 2007, between Farmington City and Station Park Center/Cat LLC (the Station Park Development Agreement). Station Park Center/Cat LLC is a subsidiary of the City of Farmington. The City entered into the purchase of Title 13 Chapter 18 of the Zoning Ordinance in exchange on January 27, 2017. The Station Park Development Agreement was approved by the City Council on January 27, 2017. The Station Park Development Agreement and further decisions by the Station Park Development Agreement apply to the Station Park area. The Station Park Development Agreement and further decisions by the Station Park Development Agreement do not apply to the Station Park area. The Station Park Development Agreement and further decisions by the Station Park Development Agreement do not apply to the Station Park area. The Station Park Development Agreement and further decisions by the Station Park Development Agreement do not apply to the Station Park area.



CITY COUNCIL AGENDA

For Council Meeting:  
September 20, 2016

**SUBJECT: Update from Miss Farmington**

**ACTION TO BE CONSIDERED:**

None.

**GENERAL INFORMATION:**

Miss Farmington, Maddy Mann will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:  
September 20, 2016

**SUBJECT: Minute Motion Approving Summary Action List**

1. Taylor Ridge Subdivision Improvements Agreement
2. Miller Meadows Phase 6 Improvements Agreement
3. Kestrel Bay Townhomes Subdivision Improvements Agreement
4. Approval of Minutes from August 16, 2016
5. Utah Chapter of the American Planning Association Fall Conference Sponsorship
6. Clark Lane Village License Agreement for a Playground

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: Ken Klinker, Planning Department

Date: September 20, 2016

**SUBJECT: TAYLOR RIDGE SUBDIVISION IMPROVEMENTS AGREEMENT  
RECOMMENDATION**

Approve the Farmington City Improvements Agreement (Cash Form) between Elite Craft Homes, LLC and Farmington City for the Taylor Ridge subdivision.

### BACKGROUND

The bond estimate for the Taylor Ridge subdivision was \$88,853.60 which included a 10% warranty bond. Elite Craft 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 \$8077.60, which is the amount of the warranty bond. The improvements were installed previously with an excavation bond with Public Works, so the full bond amount was not required.

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 Elite Craft Homes LLC (hereinafter "Developer"), whose address is 40 No. 100E Farmington 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 Taylor Estates, located at approximately 670 No. 100E., 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 \$ 8,077.60.

**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 Completed 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 \$ 8,077.60 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

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

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

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

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

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

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

CITY:

FARMINGTON CITY CORPORATION

By: \_\_\_\_\_  
H. James Talbot, Mayor

ATTEST:

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

DEVELOPER:

Elite Craft Homes LLC

By: Jerry Preston

Its: Managing Member

\*\*\*\*\*

(Complete if Developer is a Partnership)

STATE OF UTAH )  
 :SS.  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

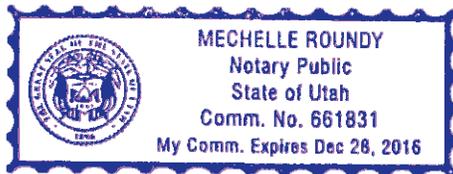
\*\*\*\*\*

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH )  
 : SS.  
COUNTY OF Davis )

On this 7 day of September, 2016, personally appeared before me Jerry Preston who being by me duly sworn did say that he or she is the Managing Member of Elite Craft Homes LLC a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Mechelle Roundy  
NOTARY PUBLIC  
Residing in Davis County, Utah.





Taylor Subdivision  
Bond Estimate  
Revised 8-27-2015

Storm Drain								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
15" RCP Pipe (Includes Bedding and Fill)	125	LF	\$ 36.00	\$4,500.00	0	0	0	
Standard Inlet Box	1	EA	\$ 2,000.00	\$2,000.00	0	0	0	
Combination Box	1	EA	\$ 3,800.00	\$3,800.00	0	0	0	
SWPPP	1	LS	\$ 3,000.00	\$3,000.00	0	0	0	
Retention Pond	2	EA	\$ 2,000.00	\$4,000.00	0	0	0	
<b>Subtotal</b>				<b>\$17,300.00</b>				
<b>10% Warranty Bond</b>				<b>\$1,730.00</b>				
<b>Total</b>				<b>\$19,030.00</b>				

Sanitary Sewer								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Clean out	1	EA	\$ 1,500.00	\$1,500.00	0	0	0	
48" Sewer Manhole	1	EA	\$ 2,600.00	\$2,600.00	0	0	0	
Sewer Lateral	2	EA	\$ 2,000.00	\$4,000.00	0	0	0	
<b>Subtotal</b>				<b>\$8,100.00</b>				
<b>10% Warranty Bond</b>				<b>\$810.00</b>				
<b>Total</b>				<b>\$8,910.00</b>				

Culinary Water								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Water Lateral	2	EA	\$ 1,300.00	\$2,600.00	0	0	0	
<b>Subtotal</b>				<b>\$2,600.00</b>				
<b>10% Warranty Bond</b>				<b>\$260.00</b>				
<b>Total</b>				<b>\$2,860.00</b>				

Road Improvements								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Clear and Grub	1	LS	\$ 1,000.00	\$1,000.00	0	0	0	
Rough Grade	1	LS	\$ 4,000.00	\$4,000.00	0	0	0	
Sawcut Asphalt	800	LF	\$ 3.15	\$2,520.00	0	0	0	
Curb and Gutter w/ Base	280	LF	\$ 20.00	\$5,600.00	0	0	0	
12" Road Base	4720	SF	\$ 1.30	\$6,136.00	0	0	0	
3" Asphalt Road	4720	SF	\$ 3.50	\$16,520.00	0	0	0	
Retaining Wall	170	LF	\$ 100.00	\$17,000.00	0	0	0	
<b>Subtotal</b>				<b>\$52,776.00</b>				
<b>10% Warranty Bond</b>				<b>\$5,277.60</b>				
<b>Total</b>				<b>\$58,053.60</b>				
<b>Total Bond</b>				<b>\$88,853.60</b>				
				Warranty Amt	\$8,077.60			

Cash Deposits					
Item	Quantity	Unit	Unit Cost	Bond Amount	
Slurry Seal	4720	SF	\$ 0.20	\$944.00	
Street Signs	0	EA	\$ 300.00	\$0.00	
Street Lights	1	EA	\$ 3,200.00	\$3,200.00	



# F A R M I N G T O N C I T Y

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: Ken Klinker, Planning Department

Date: August 29, 2016

**SUBJECT: MILLER MEADOWS PHASE 6 IMPROVEMENTS AGREEMENT**

### RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Oakwood Homes of Utah, LLC and Farmington City for Avenues at the Station Phase 3 Subdivision.

### BACKGROUND

The bond estimate for the Avenues at the Station Phase 3 subdivision is \$375,620.30 which includes a 10% warranty bond. Oakwood Homes of Utah, LLC has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in the amount of \$375,620.30.

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 Oakwood Homes of Utah, LLC (hereinafter "Developer"), whose address is 206 E Winchester, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

**WHEREAS**, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Avenues at Station ~~PK~~ P3, located at approximately Clark Lane / 1100 W, in The 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 \$ 375,620.30.

**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 \$ 375,620.30 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

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

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

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

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

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

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

**CITY:**

FARMINGTON CITY CORPORATION

By: \_\_\_\_\_  
H. James Talbot, Mayor

**ATTEST:**

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

**DEVELOPER:**

  
\_\_\_\_\_

By: Glen K Lent

Its: V.P. of Land - Oakwood  
Homes of Utah, LLC

**DEVELOPERS ACKNOWLEDGEMENT**

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

STATE OF UTAH )  
 :ss.  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

\*\*\*\*\*

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

STATE OF UTAH )  
 :ss.  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

\*\*\*\*\*

(Complete if Developer is a Partnership)

STATE OF UTAH )  
 :SS.  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

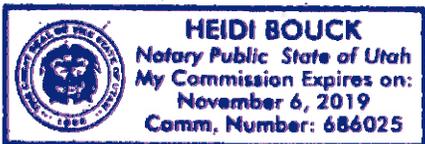
\*\*\*\*\*

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH )  
 : SS.  
COUNTY OF Davis )

On this 29<sup>th</sup> day of August, 2016, personally appeared before me Glen Lent who being by me duly sworn did say that he or she is the Vice President of Oakwood Homes of Utah limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Heidi Bouck  
NOTARY PUBLIC  
Residing in Davis County, Utah.





**Avenues at the Station Phase 3**  
**Bond Estimate**  
 Revised 7-20-2016

<b>Storm Drain</b>								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
15" RCP Pipe (Includes Bedding and Fill)	875	LF	\$ 34.50	\$ 30,187.50	0	0	0	
Standard Inlet Box	9	EA	\$ 1,800.00	\$ 16,200.00	0	0	0	
Manhole / Junction Box	9	EA	\$ 3,000.00	\$ 27,000.00	0	0	0	
SWPPP	1	LS	\$ 5,000.00	\$ 5,000.00	0	0	0	
Detention Basin	1	LS	\$ 2,500.00	\$ 2,500.00	0	0	0	
<b>Subtotal</b>				<b>\$ 80,887.50</b>				
<b>10% Warranty Bond Amount</b>				<b>\$ 8,088.75</b>				
<b>Total</b>				<b>\$ 88,976.25</b>				

<b>Sanitary Sewer</b>								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
8" PVC DR-35	705	LF	\$ 32.00	\$ 22,560.00	0	0	0	
48" Sewer Manhole	7	EA	\$ 2,100.00	\$ 14,700.00	0	0	0	
60" Sewer Manhole	5	EA	\$ 2,101.00	\$ 10,505.00	0	0	0	
Connect to Existing	1	EA	\$ 1,000.00	\$ 1,000.00	0	0	0	
Sewer Lateral	21	EA	\$ 1,200.00	\$ 25,200.00	0	0	0	
<b>Subtotal</b>				<b>\$ 73,965.00</b>				
<b>10% Warranty Bond Amount</b>				<b>\$ 7,396.50</b>				
<b>Total</b>				<b>\$ 81,361.50</b>				

<b>Sanitary Water</b>								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000.00	0	0	0	
8" C900 PVC	1174	LF	\$ 32.00	\$ 37,568.00	0	0	0	
8" Valve	8	EA	\$ 1,720.00	\$ 13,760.00	0	0	0	
8" Fittings	5	EA	\$ 900.00	\$ 4,500.00	0	0	0	
Water Lateral	21	EA	\$ 1,250.00	\$ 26,250.00	0	0	0	
Fire Hydrant	4	EA	\$ 4,700.00	\$ 18,800.00	0	0	0	
<b>Subtotal</b>				<b>\$ 104,878.00</b>				
<b>10% Warranty Bond Amount</b>				<b>\$ 10,487.80</b>				
<b>Total</b>				<b>\$ 115,365.80</b>				

**Road Improvements**

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Clear and Grub	0	LS	\$ 7,400.00	\$ -	0	0	#DIV/0!
Rough Grade	1	LS	\$ 2,000.00	\$ 2,000.00	0	0	0
Sawcut Asphalt	150	LF	\$ 3.15	\$ 472.50	0	0	0
Curb and Gutter w/ Base	800	LF	\$ 23.00	\$ 18,400.00	0	0	0
Sidewalk w/ Base	3300	SF	\$ 4.70	\$ 15,510.00	0	0	0
ADA Ramp	8	EA	\$ 1,200.00	\$ 9,600.00	0	0	0
12" Road Base	8000	SF	\$ 1.20	\$ 9,600.00	0	0	0
8" Road Base for Trail	5600	SF	\$ 0.60	\$ 3,360.00	0	0	0
3" Asphalt Road	8000	SF	\$ 1.80	\$ 14,400.00	0	0	0
2" Asphalt Road	5600	SF	\$ 1.50	\$ 8,400.00	0	0	0
<b>Subtotal</b>				<b>\$ 81,742.50</b>			
<b>10% Warranty Bond Amount</b>				<b>\$ 8,174.25</b>			
<b>Total</b>				<b>\$ 89,916.75</b>			

<b>Total Bond</b>	<b>\$ 375,620.30</b>
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Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	0	SF	\$ 0.20	\$ -
Street Signs	5	EA	\$ 300.00	\$ 1,500
Street Lights	0	EA	\$ 3,200.00	\$ -

Item	Bond Amount
Full Bond Amount	\$ 377,120.30



# F A R M I N G T O N C I T Y

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: Ken Klinker, Planning Department

Date: October 4, 2016

**SUBJECT: KESTREL BAY TOWNHOMES SUBDIVISION IMPROVEMENTS  
AGREEMENT RECOMMENDATION**

Approve the Farmington City Improvements Agreement (Cash Form) between Kestrel Bay, LLC and Farmington City for the Kestrel Bay Townhomes subdivision.

### BACKGROUND

The bond estimate for the Kestrel Bay Townhomes subdivision was \$46,628.92 which included a 10% warranty bond. A letter of credit was posted to cover this amount, but it has since expired. Kestrel Bay, LLC has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in the amount of \$5,997.00, which is the amount of the warranty bond. The improvements were installed previously with the letter of credit, so the full bond amount is not required.

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 Kestrel Bay L.L.C. (hereinafter "Developer"), whose address is P.O. Box 805, Centerville, Utah 84014, 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 Kestrel Bay Townhomes, located at approximately 150 West 620 South, in Farmington City; and

**WHEREAS**, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$5,997.00.

**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 "0"<sup>months</sup> 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 \$ 5,997.00 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 13<sup>th</sup> day of September, 2016.

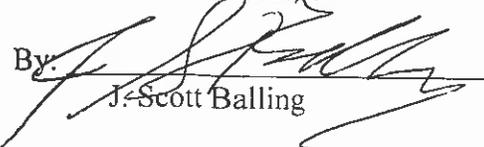
**CITY:**

FARMINGTON CITY CORPORATION

By: \_\_\_\_\_  
H. James Talbot, Mayor

**DEVELOPER:**

KESTREL BAY L.L.C.

By:   
J. Scott Balling

Its: Manager

**ATTEST:**

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

**DEVELOPERS ACKNOWLEDGEMENT**

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH )  
: ss.  
COUNTY OF DAVIS )

On this 13<sup>th</sup> day of September, 2016, personally appeared before me J. Scott Balling who being by me duly sworn did say that he is the Manager of Kestrel Bay L.L.C., a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.



NOTARY PUBLIC  
Residing in Davis County, Utah



**CITY ACKNOWLEDGEMENT**

STATE OF UTAH )  
: ss.  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

Kestrel Bay Townhomes  
Bond Estimate  
Revised 5-8-2015

Storm Drain							
Item	Quantity	Unit	Unit Cost	Amount	Developer	System	
15" RCP Pipe	21	LF	\$ 17	\$357.00			
Standard Inlet Box	1	EA	\$ 1,500	\$1,500.00			
<b>Subtotal</b>				<b>\$1,857.00</b>			
<b>System Cost Credit for Line Upsize</b>				<b>\$0.00</b>			
<b>Subtotal after System Deductions</b>				<b>\$1,857.00</b>			
<b>10% Warranty Bond</b>				<b>\$186.00</b>			
<b>Total</b>				<b>\$2,043.00</b>			

Sanitary Sewer							
Item	Quantity	Unit	Unit Cost	Amount	Developer	System	
8" PVC DR-35	43	LF	\$ 20.00	\$430.00			
48" Sewer Manhole	1	EA	\$ 2,200.00	\$1,100.00			
Manhole Collar	1	EA	\$ 250.00	\$125.00			
Connect to Existing	1	EA	\$ 2,000.00	\$1,000.00			
Gravel Bedding	10	CY	\$ 15.00	\$75.00			
<b>Subtotal</b>				<b>\$2,730.00</b>			
<b>System Cost Credit for Line Upsize</b>				<b>\$0.00</b>			
<b>Subtotal after System Deductions</b>				<b>\$2,730.00</b>			
<b>10% Warranty Bond</b>				<b>\$546.00</b>			
<b>Total</b>				<b>\$3,276.00</b>			

Culinary Water							
Item	Quantity	Unit	Unit Cost	Amount	Developer	System	
Connect to Existing	1	EA	\$ 1,000.00				
Water Lateral	11	EA	\$ 750.00	\$4,125.00			
8" C900 PVC	31	LF	\$ 25.00				
8" Valve	2	EA	\$ 1,350.00				
Fire Hydrant	1	EA	\$ 3,000.00				
<b>Subtotal</b>				<b>\$4,125.00</b>			
<b>System Cost Credit for Line Upsize</b>				<b>\$0.00</b>			
<b>Subtotal after System Deductions</b>				<b>\$4,125.00</b>			
<b>10% Warranty Bond</b>				<b>\$1,573.00</b>			
<b>Total</b>				<b>\$5,698.00</b>			

**Road Improvements**

Item	Quantity	Unit	Unit Cost	Amount	Developer	System
Mass Grading	1	LS	\$ 10,000.00	\$5,000.00		
Curb and Gutter	291	LF	\$ 18.00	\$5,238.00		
Sidewalk	1971	SF	\$ 4.00	\$7,884.00	\$ 7,434.00	\$ 450.00
ADA Ramp	1	EA	\$ 800.00	\$800.00		
Asphalt Road (4")	3272	SF	\$ 3.00	\$9,816.00		
Road Base (12")	3272	SF	\$ 1.11	\$3,631.92		
<b>Subtotal</b>				<b>\$32,369.92</b>		
<b>System Cost Credit for Line Upsize</b>				<b>\$450.00</b>		
<b>Subtotal after System Deductions</b>				<b>\$31,919.92</b>		
<b>10% Warranty Bond</b>				<b>\$3,692.00</b>		
<b>Total</b>				<b>\$35,611.92</b>		

**Total Bond**

\$46,628.92

Warranty Amount \$5,997.00

**Cash Deposits**

Item	Quantity	Unit	Unit Cost	Amount
Slurry Seal	3272	SF	\$ 0.20	\$654.40
Street Signs		EA	\$ 300.00	\$0.00

## FARMINGTON CITY COUNCIL MEETING

August 16, 2016

### WORK SESSION

*Present: Mayor Jim Talbot, Council Members Brett Anderson, Doug Anderson, John Bilton via phone, Brigham Mellor, Cory Ritz City Manager Dave Millheim, City Engineer Chad Boshell, Assistant City Engineer Russell Coons, Elite Croft Homes Representative Jerry Preston, City Recorder Holly Gadd and Recording Secretary Katie Gramse.*

### Discussion of Revised Boundaries and Public Improvements for Proposed Special Assessment Area (SAA)

**Dave Millheim** explained to the City Council about the two new schools being built in west Farmington. There is an elementary school and a high school both under construction and both will be finished within the next year. The City Council has asked how the roads surrounding these two schools will be improved and financed. There are several property owners in the surrounding area who have extension agreements in place. However, there are several other homes who do not have extension agreements and could be affected by the cost of putting in a curb and gutter and road improvements.

Special Assessment Areas (SAA) have to follow a statutory process. First, a Notice of Intent is passed to begin the process of starting an SAA. This process takes about 120 days. It requires the City Council to hold a public hearing, notify the people in the community, set boundaries, and other significant items. As the City started looking at the extension agreements in place the City decided to add more boundaries, but wanted to show the City Council as to why they wanted to change the boundaries. **Dave Millheim** explained to the City Council how extension agreements work. An extension agreement, if signed by the property owner, commits the owner and they cannot protest an SAA or the formation of such. The SAA does pass boundaries and currently a protest hearing is in place in October. Once the City Council holds the hearing, they cannot go back and change the boundary lines. The Council will not be able to add to the agreement. The City is recommending a larger area so the sidewalks around these schools will be finished. It is not a one-man one-vote rule. It is a weighted vote based on the property assessment value.

The total cost of the proposed SAA portion is about 2.8 dollars. One-third of the cost will come from the school district. Another third of the cost will come from the City in general, and the last third will come from the extension agreements. The property owners who signed their extension agreements do not have the right to protest. The law requires the City to reach a threshold of 60% of the affected property owners supporting the SAA. By contract the City is currently over the percentage with the extension agreements, if the Council wants to do it, we are over the required threshold.

**Cory Ritz** asked if there are owners that don't have extension agreements, are they still obligated to participate. **Dave Millheim** said yes, the law requires that the owners be assessed

proportional to their frontage, if you are in an SAA. The City Council can exclude parcels if they feel it is too big or should not belong in the agreement. However, the Council cannot pick and choose who they want to belong.

**Dave Millheim** explained to the City Council how the protest works; if a property owner without an extension agreement does not show up to the public hearing or file a certified letter to the City saying they protest the road it is automatically a yes vote. The property owner has to protest in writing after the public hearing and say they do not want the new road. The City has to track every vote individually. If the Council decides to approve the SAA those property owners who do not pay, the City, will put a lean on the property. If the Council decides to use the extension agreements, and the owners are unable to pay, the SAA allow the owners a financing option for 10 years to pay off their assessment versus paying it all within 90 days.

**Dave Millheim** also explained that the property owners who might want to add “special” projects to their property while the contractors are already putting in the new road modifications, the owners would be responsible to pay for the extra work that is done. For example, if the owners want a bigger driveway, trees removed, or sewer hook ups. They would be responsible for their projects in full. The contractor will only improve the road as it is contracted to do by the City on the day of formation. **Cory Ritz** suggested that those property owners who do not have water and or sewer hookup and choose not to fix it before or during the road construction, the City should stub the property. If in the future, the owner decides to change it, the owners should be charged for the entire project cost. **Dave Millheim** said they may be able to create an extension agreement and put a lateral in until the property owner pays their fees.

**Dave Millheim** summarized the options for the City Council. The Council can choose the assessment area as proposed, the Council can choose not to do the SAA but call the extension agreements, the Council can decide not to proceed in any further process, or the Council can adopt this assessment until the Council goes through the protest hearing and modify it to a lower level. It would be unwise to base an argument on previous feelings. It is important to ask if this Council wants to improve this road what are the steps in fixing it. Some of the community are unaware of the City and State code and the City does not have a choice where the State decides to put a school. The City is trying to improve this area and make it a safer option for the children and community that will be affected by these 2 new schools.

The vote tonight by the City Council is to pass a Notice of Intent which would allow the City to go to the next step in the process and schedule a public hearing. **Dave Millheim** said a lot of the people in this community are asking for the documents and **Dave Millheim** wanted the City Council to see them first. He will make these public documents available tomorrow, so the public can make a more informed decision.

**REGULAR SESSION**

*Present: Mayor Jim Talbot, Council Members Brett Anderson, Doug Anderson., City Manager Dave Millheim, City Engineer Chad Boshell, Assistant City Engineer Russell Coons, Elite Croft Homes Representative Jerry Preston, City Recorder Holly Gadd, and Recording Secretary Katie Gramse. Council Member John Bilton was excused.*

**CALL TO ORDER:**

The invocation was offered by **Cory Ritz** and the Pledge of Allegiance was led by **Brett Anderson**.

**Mayor Jim Talbot** welcomed the youth city council members **Christopher Harris** and **Megan Merchant**.

**Street Cross Section Modification Proposal for Residences at Farmington Hills Road**

**Mayor Talbot** mentioned that the City Council went through this proposal extensively during our last Council meeting held on August 2, 2016. We know the recommendation from staff is to move that the City Council modify the Residences at Farmington Hills street cross-section Right-Of-Way (R.O.W.) from 56' to 50' as proposed on the attached drawing.

**Dave Millheim** said the Council will be approving a variance to the standard cross-section. Conditions on this cross-section were placed by the Council that the City add an extension agreement. The sidewalk portion that goes east to west is yet to be determined. This decision is up to the developer and Staff. It is important to point out that if the staff and developer cannot agree then it will come back to the Council to choose where the sidewalk will go. It is important to look at the pros and cons of which side of the road the sidewalk should go on.

**Cory Ritz** asked that a provision be made so that if the City ever needed to add an extension agreement it will be put in place. **Dave Millheim** answered by saying the extension agreement recommended by **Cory Ritz** and a provision will be put in place so the City will have this option in the future.

***Motion:***

**Doug Anderson** as per Section 12-8-100 of the Subdivision Ordinance made a motion that the City Council modify the Residences at Farmington Hills street cross-section ROW from 56' to 50' as proposed on the attached drawing and the following conditions:

1. 350 East must meet the modified street cross-section of 50' the entirety of its length, including Lots 22 and 23;

2. The modification may be on either side of the street, as determined by staff and the developer;
3. The applicant must enter into an extension agreement for sidewalk and park strip on the side of the road that is being modified.

**Cory Ritz** seconded the motion, which was unanimously approved

### **Chestnut Farms Phases IV and V Rezone Application**

**Mayor Talbot** stated that the City Council discussed this portion during the last City Council meeting held on August 2, 2016. The staff initially was concerned about the street improvements that needed to be made. There is an agreement that will be made to make sure those will be taken care of. The staff recommends that the City Council approve the enclosed enabling ordinance rezoning 30.5 acres of property as described in Exhibit "A." The Council concluded during the last session that the Applicant must enter into a developing agreement with the City for all agreed upon improvements related to 1525 prior to the rezone being affective.

**Dave Millheim** said this is a rezone but a conditional rezone. The City is deciding whether they should do the rezone via developing agreement or via special assessment area. In this particular case, the City thought it "muddied" the water to include such a large parcel with the other potential SAA that the City is considering. The City may do this rezone either by a different special assessment area or standard developer agreement. The developer said they could go either way depending on who this may effect. The City did not want the rezone to go into effect until that was resolved and the developer understands this.

### ***Motion:***

**Brett Anderson** that the City Council approve the enclosed enabling ordinance rezoning 30.5 acres of property as described in Exhibit "A" from A (Agricultural) to AE (Agricultural Estates located at approximately 500 South 1525 West, subject to all applicable Farmington City ordinances and standards and the following conditions;

1. The applicant must enter into a development agreement with the City for all agreed upon improvements related to 1525 West, prior to the rezone being effective;
2. The rezone is contingent upon the approval of final plat for Phases IV and V of the Chestnut Farms PUD Subdivision.

### **Findings for Approval:**

1. The requested zone change is consistent with the General Plan for the area.
2. The requested zone change is associated with the requested subdivision application for Chestnut Farms Phase IV PUD Subdivision. The preliminary plat as submitted is consistent with the rezone application.
3. Staff feels that granting this zone change would allow proportionate sized single family homes on all of the property consistent with previous phases of the development.
4. It has been common practice that all agricultural zone land east of the 4218 line will be rezoned to AE.

**Doug Anderson** seconded the motion, which was unanimously approved

**Minute Motion Approving Summary Action List**

1. Historic Landmark Designation – Robinson Buildings  
(Now the Gregson and Tidwell Homes)
2. Real Estate Purchase Contract for Land Located at Approximately 170 South Main
3. Approval of Great Western Landscape to Construct the 650 West Irrigation Project

**Dave Millheim** suggested to the City Council to pull Item 2 off of the Summary Action List for a later discussion in the meeting. **Dave Millheim** will go into further explanation and may answer some concerns and questions the neighbors might have surrounding the proposed purchase lot at about 170 South Main.

***Motion:***

**Cory Ritz** made the motion that the City Council pull item 2 from the Summary Action List and vote on items 1 and 3. **Brigham Mellor** seconded the motion, which was unanimously approved

**Minute Motion Approving Summary Action List**

1. Historic Landmark Designation – Robinson Buildings  
(Now the Gregson and Tidwell Homes)
3. Approval of Great Western Landscape to Construct the 650 West Irrigation Project

**Dave Anderson** had questions about the irrigation project and exactly what it may entail. **Dave Millheim** said it would be all the underground irrigation pipes for all the area of the park that would be completed in the next year.

**Brett Anderson** made the motion that the City Council approve the Summary Action List Items 1 and 3. **Cory Ritz** seconded the motion, which was unanimously approved.

**Minute Motion Approving Summary Action List**

2. Real Estate Purchase Contract for Land Located at Approximately 170 South Main

**Dave Millheim** thanked the community members and neighbors of this surrounding lot for attending tonight's meeting. The contract also has to be approved by the City Council for the purchase of this property at about 170 South Main. The City approached the property owner of this lot several years ago that the City would be interested in purchasing the property when they were ready to sell. The owner of the property recently passed away and his heirs came to the City and expressed that they were ready to sell the property. **Dave Millheim** proposed this offer to the City Council in a previous closed session meeting. The Council wanted to proceed in the

purchase of this property and asked a contract be written up. The Council cannot purchase the property unless it is in an open session.

**Dave Millheim** said the City in this case is unsure what to do with this parcel. **Dave Millheim** asked the Planning Staff to give the City 3 scenarios. The first scenario would be to leave the house alone, board up the home, clean up the property, and place a driveway that will run through the property to provide a way out of the parking lot. The second scenario would be a driveway extension with also a parking area leaving the house where it is. The third option would be to take the house and fence down conjoining the 2 properties and add parking stalls. If the Council decides to purchase this parcel the City would be held responsible to take care of the property. The intent of buying this would be the potential expansion that the City might need in the future and the primary reason for purchasing it now would be for better traffic circulation and more parking stalls.

**Mayor Talbot** wanted to be clear, this is not a public hearing but allowed a few of the neighboring property owners to speak for only 2-3 mins. **Jeannie Gates Jarvis**, 8<sup>th</sup> West 200 South expressed to the Council how important this particular community was to her with the beauty and surrounding landscape. **Jeannie Gates Jarvis** said how important the trees in this area are and more specifically in her yard. She mentioned that she only owns 3-4 feet of the trees adjoining her property and the property that is being purchased. This is a residential neighborhood and **Jeannie Gates Jarvis** main concern is, what will happen with the trees on the property. The tree beautifies the neighborhood and adds to the atmosphere of her yard. If the Trees are taken down it would be a lack of privacy to a few of the neighbors bordering this parcel.

**Dave Millheim** mentioned that the man who is doing the site scenarios for the City is a landscape architect and will try to preserve as many of the trees as possible. **Brigham Mellor** stated that the planning commission doubles as a shade tree commission and he knows the value of trees in this area. The City hires the landscapers and they follow the same vision as much as the residents do in conserving the trees. **Cory Ritz** also acknowledged his adoration towards the trees and would also like to keep as many as they can.

***Motion:***

**Cory Ritz** made a motion that the City Council approve the Real Estate purchase contract as listed in the Summary Action List. **Doug Anderson** second the motion, which was unanimously approved.

**Discussion of Revised Boundaries and Public Improvements for Proposed Special Assessment Area (SAA)**

**Brett Anderson** asked if there would be another option for those individuals who might be affected with a financial inability to pay for their portion of the road construction. He was wondering if there would be some sort of deferral and sometime in the future it would make the property owner have to pay for their portion of their improvements. **Cory Ritz** suggested that it would be a legal question for the City Attorney, but **Cory Ritz** thought it would be best for the

City and Council to try to be upfront and have a list of measurements or qualification criteria if the property owner meets a threshold. If the property meets the threshold they would be put into a deferral status, including a tax lean sale, and have nothing happen until the property changes ownership. This would have to be a perpetual and legal change.

**Brigham Mellor** suggested that after 5 years if the property owners do not pay their portion of the road improvements then it go into a tax lean. He was hoping there would be a way to stay clear of the county getting too heavily involved with bonds and so forth. **Brigham Mellor** feels it is up to the property owner to find their own mechanisms to stay out of a tax lean. After the 5 years are up and the lean is still not paid, the County could sort out the tax lean and collect the money. An extension agreement ensures the property owners will pay their fair share of the cost.

**Mayor Talbot** said whether the community wants the schools or not, it is coming regardless and it is up to the City to have the safest option. This road needs to be improved for many reasons, but it needs to be completed for the safety of the children and community. **Mayor Talbot** is concerned about a tax lean because 5 years goes by fast, especially for the property owners who are on a fixed income. If a property owner is not well educated on what a tax lean is it can be devastating to that owner. The City has tried and extended themselves to these individuals and has talked to many of these owners who might be affected. The Council needs to move forward so that the public can come and voice their concerns. We are voting tonight so that we can move forward in the process.

**Brigham Mellor** said we need to start with the larger boundaries and go into the public hearing with an unbiased opinion and then make our decision after the hearings. The road should be placed to protect pedestrians and bikers. **Doug Anderson** shared his sympathies to those individual who will be affected by the cost of the road. However, he knows the improvements made on this road will be in the benefit of the community. **Cory Ritz** agreed with the other Council members and said the next step would be the explorative process, informative process and learning process.

**Dave Millheim** said there is a proposed schedule in place. There are 32 legal action steps in this process and currently the City is on step 2. The Council needs to look at the expanded areas and see if they feel comfortable with the boundaries that are set. If the Council decides to move forward, the next City Council meeting will have an intent resolution placed on the agenda and if the staff would like to proceed after that, it would be the City's intent to start the process of the SAA.

The Council is all in agreement with the expanded boundaries that are currently in place and would like to move forward on the proposed schedule.

## **GOVERNING BODY REPORTS:**

### **City Manager - Dave Millheim**

**Dave Millheim** did not have anything to report at this time

**Mayor Jim Talbot**

1. UCLT Conference is held on September 14<sup>th</sup>, 15<sup>th</sup>, and 16<sup>th</sup> and is expensive so let **Holly Gadd** know if you and your spouse would like to attend. This conference is nice to go to see people and listen to the speakers.
2. September 8<sup>th</sup> is the Hyatt open house grand opening from 5:00-7:00pm and the ribbon cutting is on the 9<sup>th</sup> also from 5:00-7:00.
3. Last night was the volunteer dinner with all the volunteers within the community. There are almost 800 volunteers in Farmington City and it is nice to be able to tell them thank you.
4. The wildlife education center is having its ground breaking on September 8<sup>th</sup> at 10:00am.

**Council Member- Brett Anderson**

1. There have been emails where the Historic Preservation had concerns about their budget and questioning if they have been resolved. **Brett Anderson** asked **Dave Millheim** if the Historic Preservation committee member **John Anderson** is clear on his budget and authority and how to use it. **Dave Millheim** answered and said yes,
2. **Brett Anderson** asked who he might talk to for the best information on changing their single family unit to a multi-family unit. **Dave Peterson** is the public relations employee and would be the best person to talk to, to take care of this issue

**Council Member – Brigham Mellor**

1. He thanked the staff who sent in a recommendation on his behalf for the ULCT. The recommendations need to be in by August 18<sup>th</sup> if a Council member wants to send one in.
2. The Council members need to let **Holly Gadd** know whether or not they are planning on going to the League Conference,
3. He would like to put discussion of a pool cover on as a future work session item.

**Council Member – Cory Ritz**

1. Zika is not a concern for the residents in Utah. West Nile Virus is a concern for the inhabitants here. West Nile came to the United States about 20 years ago and hit New York. Eventually, the Virus hit the Mississippi and the Virus went rampant moving west because the mosquitos in this area are contusive to this type of virus. It is a bird disease but the mosquitos are the ones that spread it. Utah has a great mosquito abatement program and currently Davis County has 0 activity so far. West Nile Virus is an RNA virus and once a person gets it they can only treat the symptoms not the disease. The virus primarily affects the health impaired the geriatric and pediatric population.

**Council Member - Doug Anderson**

1. The Youth City Council is off until September.

2. The Chamber of Commerce meeting was a success and many council members attended. They had a great CEO and he donated to the bird refuge.
3. Restaurants Noodles and Co. and Chipotle opened. The Hyatt opened and is 60% full and in use. Cabela's is doing well and has a very loyal customer base. Many more establishments are opening in the near future.

## **ADJOURNMENT**

### ***Motion:***

At 8:28 p.m., **Doug Anderson** made a motion to adjourn the meeting. **Cory Ritz** seconded the motion, which was unanimously approved.

DRAFT



# 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: September 20, 2016

SUBJECT: **UTAH CHAPTER OF THE AMERICAN PLANNING ASSOCIATION  
(APA) FALL CONFERENCE SPONSORSHIP**

### RECOMMENDATION

Approve Farmington City as a sponsor, including a payment of \$2,000.00, to the Utah Chapter of the APA for its annual Fall conference at Station Park—October 6<sup>th</sup> and 7<sup>th</sup> (Thursday and Friday).

### BACKGROUND

For decades the Utah Chapter of the American Planning Association holds two conferences each year for its members (and anyone else interested in coming to the event). The Spring conference is usually held in a community not located on the Wasatch Front. Meanwhile, the Fall Conference is usually held in Salt Lake, Weber, Utah and/or Davis Counties. For the first time the Chapter approached our staff about holding the conference in our city, which is significant because, unlike other associations which conduct their conferences at the same location every year, the place and setting for a planners conference is very important, and many communities of our size do not have the wide variety of issues and built environment related to planning so readily available as does Farmington.

The two day event, which draws about 250 planners state wide, includes 40 sessions and mobile tours, and three key note speakers, which consists of the morning speakers for Thursday and Friday [note: breakfast will be served] and the speakers for the Thursday's lunch. The three key note addresses will be for all attendees and will be held in the space above Twigs which is now being converted in to a permanent conference/reception center. This is great venue, not only because it is located in Station Park, but because its south bank of windows overlooks the fountain area—how cool is that!? Sessions will be held at this site and in the Hyatt, the Weber State facility, and in the un-used space across from Build a Bear.

Farmington/Davis County is a dynamic community with many things going on, some of which there is not time to talk about at the conference (such as the WDC); nevertheless, conference highlights include:

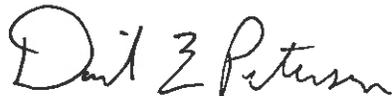
- ▶ Two mobile tours of Lagoon;
- ▶ Two walking mobile tours of the Station, including a “class-room” orientation of how Station Park came to be, and expectations for the future;
- ▶ A session highlighting the State’s only local residential conservation district zone (that I am aware of)-- the OTR zone;
- ▶ Hike to Flag Rock or the Davis Creek water fall;
- ▶ Mobile tour of wetland areas, etc.;
- ▶ Bike ride on one of Farmington’s trails;
- ▶ Mobile tours to Bountiful’s Main Street, Layton’s Commuter Rail Stop area, and HAFB;
- ▶ 40 sessions, often involving multiple speakers and/or guest panels, devoted to planning issues; and
- ▶ A complete track of sessions on Friday devoted to Planning Commission and City Council members.

[Note: UTA busses have been arranged to accommodate the mobile tours].

A block of rooms is now available to conference goers at the Hyatt. Additionally, for Friday’s lunch, attendees will be given vouchers to use at restaurants located at Station Park.

The sponsorship will help fund such things as gifts for speakers, directional signs, door prizes to be spent in Farmington, refreshments for sessions, etc. This is a big deal for Farmington and Davis County, and planners from all over the county and state are helping out. Think of this as assisting our marketing efforts to brand Farmington as a gathering place which endorses careful planning.

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager

**ROC - 1st floor**

**FRIDAY**  
 10-11  
 11:15 - 12:15  
 1:40 - 2:40  
 2:55 - 4:35

**Powers & Duties**  
 Catch up with CUs  
 Your Site Plan Checklist  
 Time for Change!

**FOUNTAIN VIEW ROOM (FVR) - 2nd floor**

**THURSDAY**  
 8:15-8:45  
 8:45-9:45  
 10-11  
 11:15 - 12:15  
 12:15-1:45  
 1:45 - 3:15  
 3:30 - 5:00

**FRIDAY**  
 8:00-9:30  
 10-11  
 11:15 - 12:15  
 1:40 - 2:40  
 2:55 - 4:35

Welcome  
 Mayor Ben McAdams  
 Urbanization of Suburbia  
 Torches & Pitchforks  
 Lunch Session - Awards  
 Regional Collaboration  
 County Issues

Ross Elliot Keynote  
 Keynote Follow Up  
 Decaf or Doubleshot?  
 Historic Preservation  
 Economic Development

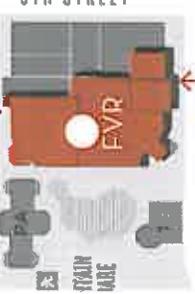
**(REGISTRATION AND VENDORS)**

**DESIGNATED CONFERENCE PARKING**

**MOBILE TOURS MEETING SPOT**

**HARMONS GROCERY**

**CHASE BANK**



**THURSDAY**  
 10-11  
 11:15 - 12:15  
 1:45 - 3:15  
 3:30 - 5:00

**FRIDAY**  
 10-11  
 11:15 - 12:15  
 1:40 - 2:40  
 2:55 - 4:35

**HYATT - 2nd floor**  
 Night Sky Observations  
 Working with Deaf/Hard of Hearing  
 Legat/Hel Topics  
 Ethics Search & Review

Using employees etc  
 Transformation Trends  
 Minority Communities  
 Signs of the Times

**THURSDAY**  
 10-11  
 11:15 - 12:15  
 1:45 - 3:15  
 3:30 - 5:00

**FRIDAY**  
 10-11  
 11:15 - 12:15  
 1:40 - 2:40  
 2:55 - 4:35

**WEBER STATE (WSU) - 3rd floor**  
 Trip & Parking TODs  
 Envision Layton  
 Trails & Active Transport.  
 Getting Connected

Utah Tax Code & Devel.  
 City or Event Planner?  
 Short Term Rentals  
 Observing Jane Jacobs



APA UT Fall Conference 2016 -Thursday, October 6

Thurs, Oct. 6	Pluratsight- Fountain View Room	Hyatt	Weber State	Mobile Workshops	Mobile Workshops
7:00-8:15	Registration / Continental Breakfast / Networking Time				
8:15-8:45	Session: Welcome by Farmington Mayor and Chapter President				
8:45- 9:45	Session: Mayor Ben Mc Adams (1 CM)				
9:45-10:00	Break				
10:00-11:00	Session: The urbanization of Suburbia - Transitioning Suburban Malls into Town Centers (1 CM)	Session: Night Sky Ordinances (1 CM)	Session: Trip and Parking Generation at TODs (1 CM)	Session: USU Wetlands - Preservation Campus in Suburbia (2 CM)	Session: Lagoon - History and Amusement Park Planning (2 CM)
11:15-12:15	Session: Torches and Pitchforks and How to Avoid Them (1 CM)	Session: Working with People: The Good The Bad and The Ugly (Literally) (1 CM)	Session: OPEN (1 CM)		
12:15-1:45	LUNCH SESSION: AWARDS				
1:45-3:15	Session: Regional Collaboration in the Denver Region (1.5 CM)	Session: Legal Hot Topics (1.5 CM Law)	Session: Trails, Active Transportation: Davis County Success (1.5 CM)	Session: Hill Air Force Base (2CM) (1:45-5:00)	Session: Lagoon - History and Amusement Park Planning (1.5 CM)
3:15-3:30	Break				
3:30-5:00	Session:County Issues - Life on the Fringe (1.5 CM)	Session: Ethics - Search and Rescue (1.5 CM)	Session: Getting Connected - The Utah Street Connectivity Study (1.5 CM)	ROC- Session: Economic Development How to do it right(1.5 CM)	

APA UT Fall Conference 2016 – Friday, October 7

Friday Oct. 7	PluralSight <i>Fountain View Room</i>	ROC (Citizen Planner Track)	Hyatt	Weber State	Mobile Workshops
7:15- 8:00	Registration/Breakfast				
8:00-9:30	Session: Ross Elliott The density experiment in Australia: myths and reality (1 CM)				
9:30-10:00	Networking/Break				
10:00-11:00	Session: Hiring, employment, managing staff, Tools and resources. (1 CM)	Powers and Duties - Land Use Planning 101	Session: Keynote follow up: What this means to you (1 CM)	Session: How the Utah Tax Code Affects Development – How to play the incentive game and get played by the tax incentive game. (1 CM)	Session: Layton Historic Downtown Revitalization RDA/TOD (Lunch included) (2CM)
11:00-11:15	Break				
11:15-12:15	Session: Decaf or a Double Shot? Choosing Your Design Regulation Tool (1 CM)	Catch Up With Conditional Uses (1 CM)	Session: Transformation Trends in Transportation Technology(1 CM)	Session: City Planner or Event Planner: When Big Events Come to Your Town (1 CM)	Session: The Station Walking Tour 1 (1CM)
Lunch 12:15-1:30	Lunch on your Own (Vouchers)				
1:40-2:40	Session: Historic Preservation Residential Neighborhood Success in Centerville and Farmington	Your Ultimate Site Plan Checklist + Subdivision Review	Session:Minority Communities - Does Urban Sprawl Hold Down Upward Mobility (1 CM)	Session:Short Term Rentals - Love Them or Hate them (1 CM)	Bountiful Downtown Tour (2CM)
2:40-2:55	BREAK				
2:55-4:35	Session: Envision Layton- Lessons Learned (1.5 CM)	Time for Change! Knowing When It is Time to Change Your Zoning Ordinance	Session:Signs of the Times - Keeping up with Sign and Billboard Legislation(1.5)	Session: Observing Jane Jacobs - The Need for Change(1.5)	Mountain bike/hike to waterfall tour of regional trails near the GSL. Bring your own Bike. (2CM)



# FARMINGTON CITY

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CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: September 20, 2016

SUBJECT: **CLARK LANE VILLAGE LICENSE AGREEMENT FOR A PLAYGROUND**

### RECOMMENDATION

Approve the enclosed license agreement enabling the owners of the Clark Lane Village apartments private use of a portion of the un-used 100 North Street right-of-way southwest of the Public Works building as set forth therein.

### BACKGROUND

Several years ago the City vacated a section of the 100 North Street right-of-way now owned by CenterCal LLC---currently occupied by Chase Bank. The City landscaped and provided a pedestrian connection of another un-used section of the right-of-way east of the bank. The developer of the Clark Lane Village apartments is now requesting use of the south part of this area for a playground (see attached plan). Public Works is okay with this arrangement so long as the owner of the apartment complex maintains the area. Moreover, the City constructed the trail with the appropriate width and road base, etc. to double as a second point of access for snow plows and other equipment if 650 West to State Street becomes impassable in the event of some unforeseen circumstance. If such an event occurs, the City Engineer also suggested that the owner provide a public access easement through the apartment complex to allow City employees, and employees housed in the old public works building, a second route to work.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager



Dave Petersen <dpetersen@farmington.utah.gov>

---

## Farmington Apartments Licence Agreement

1 message

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Bryce Thurgood <brycethurgood@gmail.com>

Wed, Aug 3, 2016 at 11:14 AM

To: Dave Petersen <Dpetersen@farmington.utah.gov>, Eric Anderson <eanderson@farmington.utah.gov>

Mayor and Council,

We would like to ask for a licence agreement to be able to move our playground from its current proposed location to new location as per plan. It would be part on our property and part on the right of way near the trail. Moving this playground away from the road and putting it here will make a safer place for the children to play away from the road. It will also be a benefit of people walking along the trail. It will have benches around it also for people to be able to sit and watch. Thanks for your consideration.

Bryce Thurgood  
Avanit Farmington Apartments

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is made and entered into as of the \_\_\_\_ day of <sup>Sep.</sup> ~~January~~, 2016, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City", and Avanti Farmington LLC, a Utah Limited Liability Company, hereinafter referred to as the "Permittee".

### RECITALS:

**WHEREAS**, the City owns public rights-of-way known as Clark Lane (or 100 North Street), which property the City utilizes for public transportation, utility facilities and other purposes; and

**WHEREAS**, the Permittee owns 4.39 acres of property (the "Property") adjacent to State Street on its south and west Property line, Clark Lane (100 North Street), adjacent to the north Property line, and 650 West Street next to the east Property line, and the Property is further described in Exhibit "A", attached hereto and by this reference made a part hereof; and

**WHEREAS**, the City approved a 142 unit apartment project (the "Project") on the Property. The Project is now under construction; and

**WHEREAS**, the Permittee is desirous of obtaining a permit from the City for the use of an un-opened portion of the 100 North right-of-way for a playground and related improvements (the "Playground") within the public right-of-way (the "Right-of-way") as more particularly shown on Exhibit "B," attached hereto and incorporated herein by this reference, consistent with the City's use of the Right-of-way; and

**WHEREAS**, the City is willing to grant a license and permit for such use, subject to the terms and conditions set forth below;

### AGREEMENT

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

1. The Recitals are hereby incorporated into this Agreement.
2. For the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the City hereby grants permission and license to Permittee to install and maintain the Playground with the Right-of-way. The Playground shall be installed consistent with the plans attached hereto as Exhibit "B," and shall be subject to all conditions of this License Agreement.
3. The existing trail in the Right-of-way was designed and constructed in such a way as to provide a second point of access for public vehicles and equipment (and employees) in the event of an emergency. Permittee agrees not to erect any other structure other than the Playground

or to make any other improvements on the Right-of-way so as to make the trail impassible. Permittee agrees to perform all such installation pursuant to applicable federal, State and City laws and regulations. Installation and maintenance of the Playground within the Right-of-way shall be at Permittee's sole expense.

4. Permittee hereby agrees to maintain existing landscaping and keep clean from debris, graffiti, etc., the entire Right-of-way south of the existing trail, and additional landscaping, the Playground, and other improvements as shown on Exhibit C.

5. Permittee agrees to provide a public access easement through the Project for workers and their vehicles only to be used if the 650 West street north of State Street becomes impassible in the event of an emergency. The easement shall be drafted in a form and manner acceptable to the City and shall be recorded against the property.

6. Permittee will, at Permittee's sole expense remove, replace, or alter the Improvements installed by Permittee within the Right-of-way at the written request of the City. The City hereby agrees that it will not request removal, replacement or alteration of the Improvements unless such request is based on objective, demonstrable concern for public health and safety reasons, and Permittee shall restore and/or make the required changes to the Improvements within thirty (30) calendar days of notice from the City.

7. Permittee agrees that, at all times, this License shall be subject to any use of the Right-of-way the City may desire, and the City shall not be liable to Permittee for any loss of use or damage to the Improvements or private property.

8. Permittee agrees upon written notice from the City's Public Works Director, to repair any damage caused to the Right-of-way and rights-of-way as a result of Permittee's, or its agents', employees' or invitees' use of the Right-of-way and rights-of-way through this License Agreement.

9. Permittee agrees to indemnify, hold harmless and defend the City, its agents, employees and volunteers, from and against all claims, mechanics' liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorneys' fees, arising out of or by any reason of Permittee's use of the Right-of-way or any activities conducted thereon by Permittee, its agents, employees or invitees.

10. Permittee shall not assign this Agreement or any rights or interests herein without the prior written consent of the City. Any assignee approved by the City shall consent in writing to be bound by the terms of this Agreement as a condition of the assignment. Permittee shall not transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from Permittee's interest in the Project and the Property.

11. This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, members, successors and assigns (where assignment is permitted). The covenants contained herein shall be deemed to run with the Property and the parties agree that

a copy of this Agreement may be recorded in the office of the Davis County Recorder, State of Utah.

12. This License Agreement embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties.

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

**“CITY”**

**FARMINGTON CITY**

ATTEST:

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor

**“PERMITTEE”**

**“AVANTI FARMINGTON LLC”**

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY ACKNOWLEDGMENT

STATE OF UTAH )
: ss.
COUNTY OF DAVIS )

On the \_\_\_ day of \_\_\_, 2016, personally appeared before me H. James Talbot, who being by me duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

PERMITTEE ACKNOWLEDGMENT

STATE OF UTAH )
: ss.
COUNTY OF DAVIS )

On this \_\_\_ day of \_\_\_\_\_ 2016, personally appeared before me, \_\_\_\_\_, who being by me duly sworn, did say that (s)he is a managing member of Avanti Farmington LLC, a Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said Avanti Farmington LLC by authority of its Articles of Organization and duly acknowledgment to me that said \_\_\_\_\_ executed the same.

Notary Public

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

**Parcel Vesting Information**

05/03/2007 to Present

Serial Number: 08-075-0050

Mailing Address: 1600 EAST FRANKLIN AVE  
EL SEGUNDO, CA 90245-0000

**Tax District**

23

**Location**

Location: 3 N 1 W 24 N 1/2

**Vested Owners**

STATION PARK CENTERCAL LLC

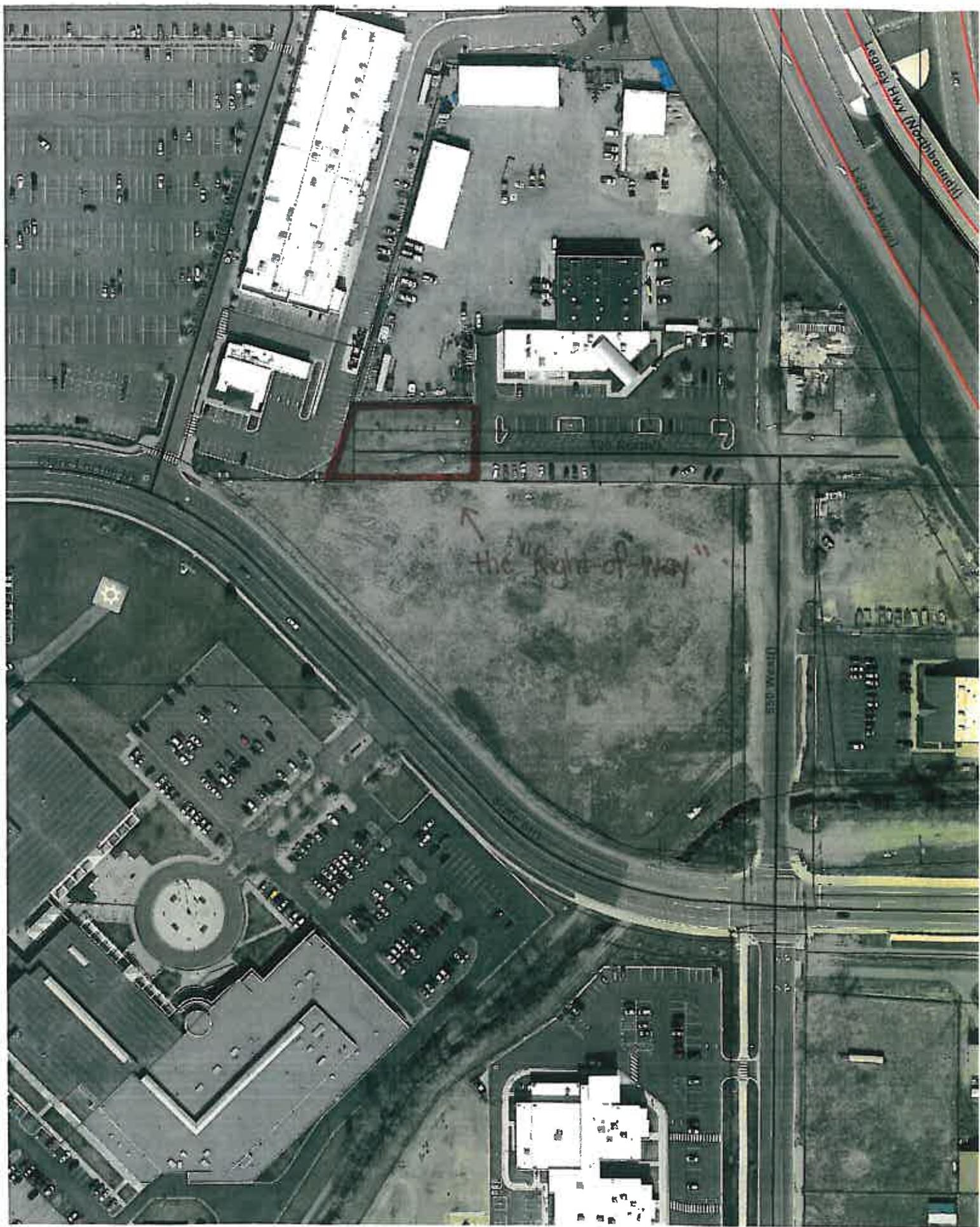
**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2288854	07/16/2007 15:59	SPECIAL WARRANTY DEED	Grantee STATION PARK CENTERCAL LLC	07/16/2007	\$24.00
2045516	01/14/2005 03:43	QUIT CLAIM DEED	Grantee STATION PARK LLC	01/14/2005	\$18.00

**Legal Description**

BEG AT A PT ON THE N LINE OF A 100 FT WIDE STR & THE W LINE OF 650 WEST STR, WH IS N 0°07'40" W 226.37 FT FR THE CENTER OF SEC 24-T3N-R1W, SLM (BASIS OF BEARING IS S 89°52'28" W BETWEEN THE CENTER OF SEC 24 & THE W 1/4 COR OF SEC 24); & RUN TH N 0°07'40" W 455.20 FT ALG THE W LINE OF 650 WEST STR; TH W 661.50 FT ALG THE S LINE OF A 66.00 FT WIDE STR TO A PT ON THE E'LY LINE OF A 100.00 FT WIDE STR & ON THE ARC OF A 450.00 FT RAD CURVE; TH ALG THE ARC OF SD CURVE & ALG THE E'LY LINE OF SD 100.00 FT WIDE RD CURVE TO THE RIGHT AN ARC DIST OF 106.62 FT WITH A CENTRAL ANGLE OF 13°34'30" (LC BEARS S 51°47'15" E 106.37 FT) TO THE P.T. OF SD CURVE; TH S 45° E 444.45 FT ALG THE E'LY R/W LINE OF SD STR TO THE P.C. OF A 350.00 FT RAD CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 44°34'49"; TH ALG THE ARC OF SD CURVE & THE R/W LINE OF SD STR AN ARC DIST OF 23.37 FT (LC BEARS S 46°48'16" E 23.37 FT) S 59°30'38" E 126.67 FT; TH SE'LY 20.55 FT ALG SD E'LY LINE OF SD STR ALG THE ARC OF A 350.00 FT RAD CURVE TO THE RIGHT (NOTE: CHORD TO SD CURVE BEARS S 71°37'04" E FOR A DIST OF 20.55 FT); TH S 87°24'39" E 96.66 FT; TH N 48°28'32" E 25.64 FT TO THE POB. CONT. 4.387 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Exhibit "A"



**EXHIBIT B**  
Page 1 of 5

**LOFT SIX FOUR**  
ARCHITECTURAL DESIGN  
1000 WEST 1000 SOUTH  
SALT LAKE CITY, UT 84119  
TEL: 313.792.1000  
WWW.LOFTSIXFOUR.COM

STAMP  
# 310792  
Brandon A  
Rund  
Professional Engineer  
No. 310792  
State of Utah  
Mechanical  
Exp. 12/31/2018

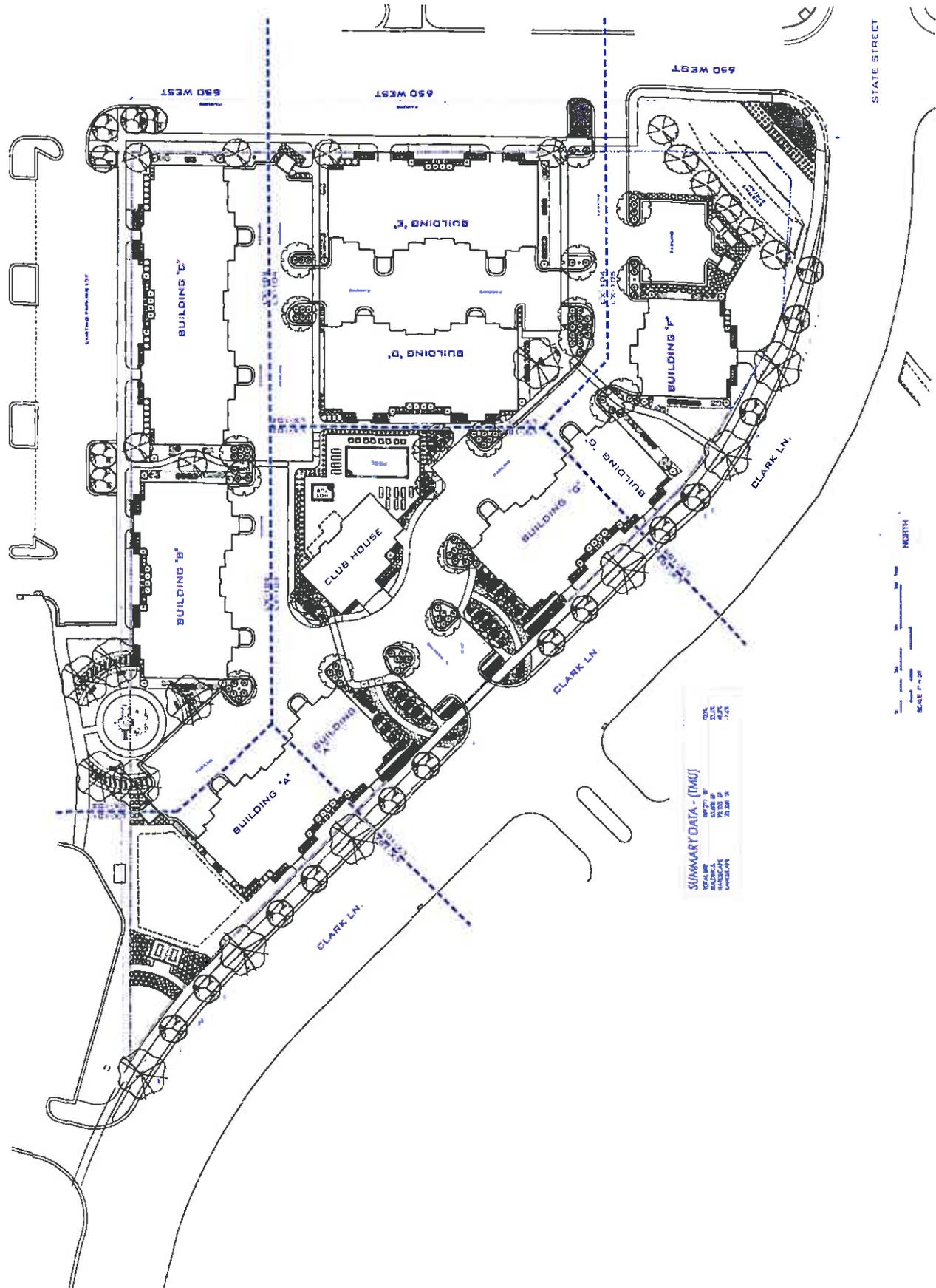


**CLARK LANE APARTMENTS**  
CLARK LN. AND 650 WEST  
FARMINGTON, UTAH, 84025

DATE: 07.12.18  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
REVISIONS:

TITLE  
OVERALL  
LANDSCAPE  
PLAN

SHEET  
LP100









ARCHITECTURE AND DESIGN  
1000 S. 1000 E. SUITE 100  
SALT LAKE CITY, UT 84143  
PHONE: 313.333.3333  
WWW.LS4ARCHITECTURE.COM



CLARK LANE  
APARTMENTS  
CLARK LN. AND 650 WEST  
FARMINGTON, UTAH, 84025

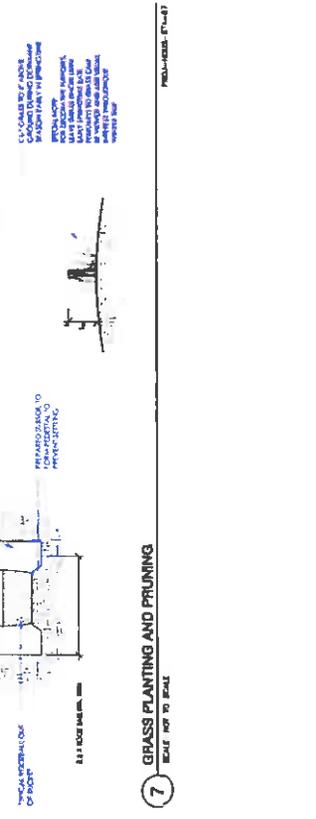
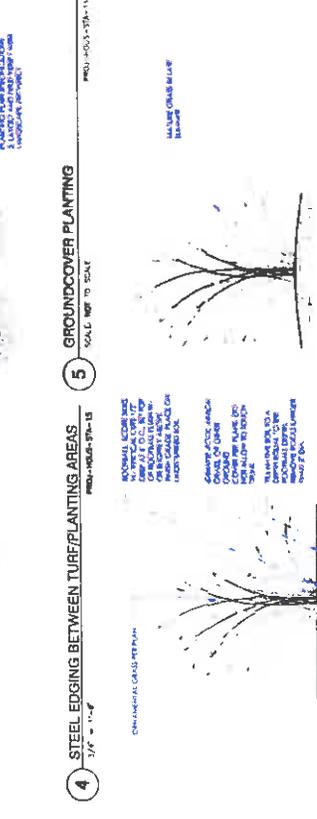
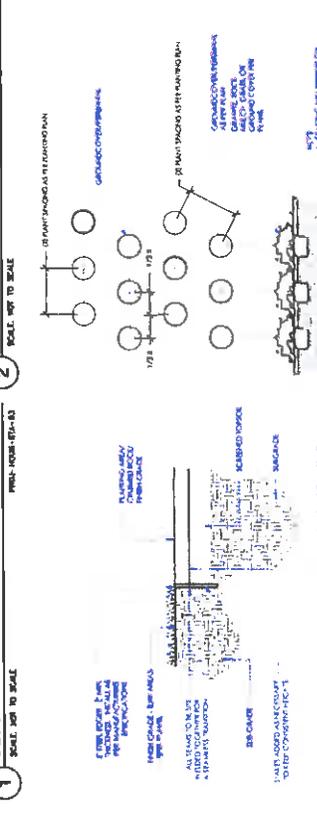
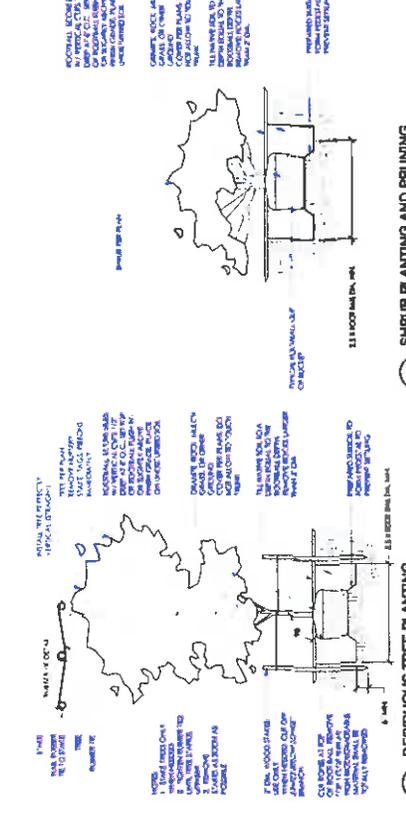
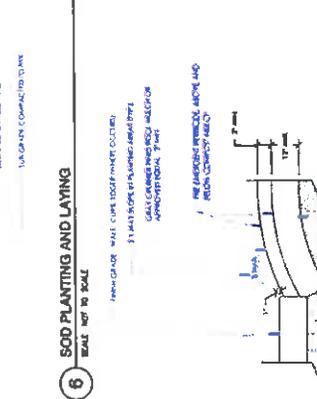
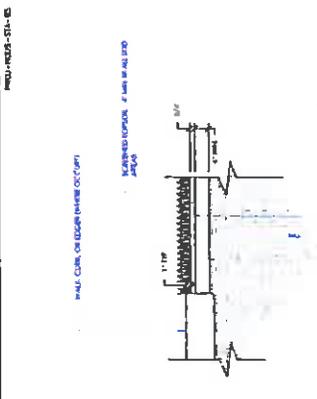
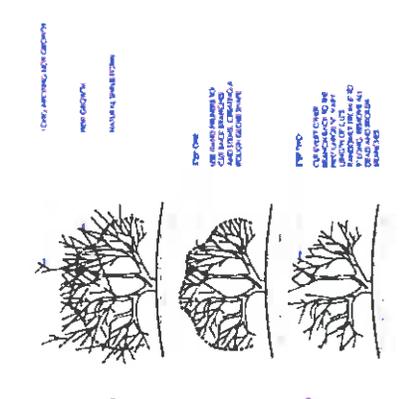
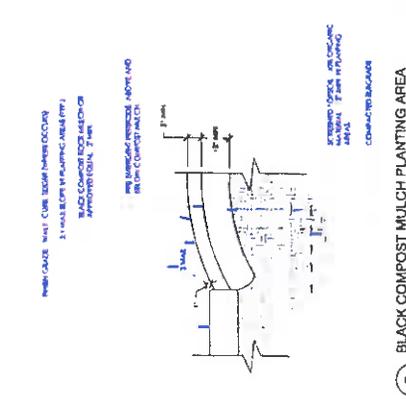
DATA:

DATE:	07/13/11
DRAWN BY:	ML
CHECKED BY:	ML
REVISIONS:	

TITLE  
LANDSCAPE  
DETAILS

SHEET

LPS01



CITY COUNCIL AGENDA

For Council Meeting:  
September 20, 2016

**SUBJECT: City Council Committee Updates**

**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:  
September 20, 2016

**SUBJECT: City Manager Report**

1. Executive Summary for Planning Commission held on September 8, 2016
2. Fire Monthly Activity Report for August

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



# F A R M I N G T O N C I T Y

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: September 20, 2016  
SUBJECT: EXECUTIVE SUMMARY- PLANNING COMMISSION HELD SEPTEMBER 8, 2016

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on September 8, 2016 [note: seven commissioners attended the meeting—Chair Rebecca Wayment, Alex Leeman, Dan Rogers, Heather Barnum, Kent Hinckley, Connie Deianni, and Bret Gallacher.

Item 3 David Livingston (Public Hearing) – Applicant is requesting conditional use approval to build an accessory dwelling unit within a detached garage; the subject property is located at 139 N. Main in an OTR (Original Townsite Residential) Zone. (C-11-16)

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

*Vote: 7-0*

Item 4 Wendy Thomas (Public Hearing) – Applicant is requesting conditional use approval of a daycare as a home occupation with 8-16 pupils as set forth in Section 11-35-104 of the Zoning Ordinance; the subject property is located at 1571 Pinehurst Lane in an LR (Large Residential) Zone. (C-12-16)

*Voted to approve the conditional use permit as written in the staff report, adding condition 2 as follows:*

*2 – All employees of the home occupation shall park off-street during business hours.*

*Vote: 7-0*

Item 5 Brian Garlock (Public Hearing) – Applicant is requesting approval to build a detached garage in a side yard; the subject property is located at 1312 W. 1750 N. in an R (Residential) Zone.

*Voted to approve the construction of a detached garage in a side yard as written in the staff report.*

*Vote: 7-0*

Respectfully Submitted



Eric Anderson  
City Planner

Review & Concur



Dave Millheim  
City Manager



# Farmington City Fire Department



## Monthly Activity Report

### August 2016



#### Emergency Services

**Fire / Rescue Related Calls: 46**

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

**Ambulance / EMS Related Calls: 72 / Transported 43 (60%)**

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

**Calls Missed / Unable to Adequately Staff: 12 (12%)**

#### On-Duty Crew / Shift Dynamic Data / Aug 1<sup>st</sup> – 31<sup>st</sup>

**Incident / On-Scene Hours / Month Total: 46.5 Hours (186 Man-Hours - Average)**

**Ambulance Transport Related Hours / Month Total: 86 Hours (172 Man Hours - Minimum)**

**Working Incident Hours (per person / 30-day avg): 11.9 Hours (Per Person / Per 24-hour Shift)**

*Not including Daily Work Assignments, Training, Public Education / Tours and Physical Fitness Hours.*

**Urgent EMS Related Response Times (AVG): 6.1 Minutes GOAL 4 minutes or less (+2.1 min.)**

**Urgent Fire Related Response Times (AVG): 7.5 Minutes GOAL 4 minutes or less (+3.5 min.)**

#### Part-Time Man-Hours (based on the following 42-day pay range / Aug 5<sup>th</sup>, Aug 19<sup>th</sup> and September 2nd)

<b>Part-Time Shift Staffing:</b>	<b>2,132</b>	<b>Budgeted 2,091</b>	<b>Variance + 41</b>
<b>Part-Time Secretary:</b>	<b>150</b>	<b>Budgeted 150</b>	<b>Variance + 0</b>
<b>Part-Time Fire Marshal:</b>	<b>120</b>	<b>Budgeted 120</b>	<b>Variance + 0</b>
<b>Part-Time Fire Inspector</b>	<b>64</b>	<b>Budgeted 96</b>	<b>Variance + 0</b>
<b>Full-Time Captains:</b>	<b>N/A</b>	<b>48/96 Hour Schedule</b>	<b>Variances / Overtime + 22</b>
<b>Full-Time Fire Chief:</b>	<b>N/A</b>	<b>Salary Exempt</b>	
<b>Training &amp; Drills:</b>	<b>181</b>		
<b>Emergency Callbacks:</b>	<b>304</b>	<b>FIRE 115 Hrs. / EMS 189 Hrs. (YTD) 2,009</b>	
<b>Special Event Hours:</b>	<b>69</b>	<b>(YTD) 153</b>	
<b>Total PT Staffing Hours:</b>	<b>2,885</b>	<b>(YTD) 16,987</b>	

### Monthly Revenues & Grant Activity YTD

<b>Ambulance (July 2016):</b>	<b>Month</b>	<b>Calendar Year</b>	<b>FY 2016</b>
Ambulance Services Billed:	\$54,680.85	\$393,939.43 YTD	\$54,680.85
Ambulance Billing Collected:	<b>\$23,778.12</b>	<b>\$172,994.23 YTD</b>	<b>\$23,778.12</b>
<b>Variances:</b>	<b>-\$30,902.73</b>	<b>-\$220,945.20 YTD</b>	<b>-\$30,902.73</b>
Collection Percentages:	43%	44%	43%

### **Grants / Assistance / Donations**

#### **Grants Applied For:**

USAR – Funds for SRV Build Support \$2,000 \$32,500 YTD

#### **Grants / Funds Received / Awarded:**

UBEMS – Max % of Auto Chest Compression Unit \$ 4,000 \$6,500 YTD

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

Drill # 1– Officers Monthly Meeting & Training:	12	
Drill #2 – EMS / FIRE Station Park Pre-Plan	44	Avg. Wednesday Night Drill Att.
Drill #3 – EMS / FIRE Large Venue Operations	60	FFD Personnel This Month: 13
Drill #4 – EMS Dr. Fredrickson / Cardiac / ACLS	44	
Other:		
Various Vendor Training Hoses, Auto Pulse, etc.	30	
<b>Total Training / Actual Hours Attended:</b>	<b>190</b>	<b>2,248 HRS YTD</b>

### Fire Prevention & Inspection Activities

	<b>QTY</b>	
<b>New Business Inspections:</b>		
<b>Existing Business Inspections:</b>	4	
<b>Re-Inspections:</b>	6	
<b>Fire Plan Reviews &amp; Related:</b>	101	(Scanned Documents)
<b>Consultations &amp; Construction Meetings:</b>	220	
<b>Station Tours &amp; Public Education Sessions:</b>	16	85 YTD

### Health, Wellness & Safety Activities

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

### FFD Committees & Other Internal Group Status

<b>Process Improvement Program (PIP) Submittals:</b>	<b>0</b>	<b>5 YTD</b>
--	----------	--------------

#### **Additional Narrative:**

*Another extremely busy month with summer activities in full swing. Emergent EMS response times averaged 6.1 minutes and Emergent FIRE response times averaged 7.5 minutes. Twelve calls (12%) 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 lack of availability). 60% of all Ambulance calls resulted in transporting patients to hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. Note: Last month’s low collections percentages was attributed (in-part) by high productivity rates (amount billed) compared to how much was collected for the month of June. I have asked Mr. Mike Black from Iris Medical Inc. to prepare a presentation for the council as I have received several inquiries. Full-time and Part-time staffing hours again exceeded typical parameters to accommodate various special events for venues. FFD responded to additional intentionally set fires on the east side of Farmington. These fires again threatened several structures and responding crews contained the fires before they became catastrophic in nature.*

Note: We are **extremely** lucky that these fires occurred during calm weather conditions in addition to occurring while our duty crew was not transporting a patient to the Hospital. An "Arson Task Force" was established to include our Fire and Police Departments along with our neighboring agencies; such as Centerville PD, Davis County Sherriff's Office, Department of Natural Resources (DNR) and South Davis Metro Fire Agency. At the time of this report, we have no significant leads or suspects; however, detectives are investigating accordingly. In addition to arson fires, FFD responded to several working structure fires (no casualties) and traumatic incidents (not related) that required air-transport to local trauma 1 facilities. As stated in previous reports, we continue to see an increasing amount of calls and service needs that exceed our operational capacity. Several times we could only respond apparatus singlehanded in an effort to provide limited representation on medical and fire scenes. Plan reviews, building inspections are also taxing our existing part-time Fire Marshal and Inspector; however, they continue to meet the demand. August training targeted ongoing Leadership Development, Large Venue Operations, Cardiac Emergencies, updating our personnel with Station Park development and NIMS update training. Although FFD has a half dozen Part-Time Firefighter positions open, we selected only four (4) candidates that meet the standard for Farmington. Due to various holiday / vacations, we opted to start training these new-hires in September. Among this group are three (3) Firefighters / Advanced EMT's and one (1) Ambulance Technician. FFD received a grant from the Bureau of Emergency Medical Services for the maximum amount (\$4,000) toward a chest compression device to be utilized on the 1<sup>st</sup>-out Ambulance. This device improves the survivability of patients experiencing cardiac arrest which allows our rescue personnel to focus on airway and drug management. They can thereby remain secured in seatbelts on the way to the hospital. Although this grant only offsets a fraction of the total cost, this device will aid in preserving the lives of patients and rescue workers alike. As a result of a previous reportable back injury, FFD purchased and placed into service a new oxygen bottle lifting device that allows our personnel to change out large oxygen bottles



### **NEW DATA ON THE FRONT COVER OF THE REPORT**

– Highlighted in YELLOW

Please note I have placed a new data element on this report that helps identify how many hours per month our emergency assets are tied up. In addition to this, I've provided the man-hours committed to emergencies within Farmington and man-hours associated with Ambulance / Transport services. For the month of August, we had apparatuses on-scene for over 45 hours which tied up our on-duty crews for 185 man-hours. Our Ambulance was committed to calls / out of town for transports for 85 hours, equating to 172 man-hours. This places our three-handed crews on calls for nearly 12 hours of each 24-hour shift worked (on average) and does not include Training Hours, Public Education Hours, Physical Fitness, etc.

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

Office (801) 939-9260 or email [gsmith@farmington.utah.gov](mailto: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:  
September 20, 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.