

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to discuss the traffic study on 650 West, 500 South and 1100 West, Roberts Rules of Order and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, October 18, 2016, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

PUBLIC HEARINGS:

7:05 Hunters Creek Conservation Easement Amendment

7:10 Nelson Property Rezone Application – 35 East 1150 South

7:15 Station Park West Rezone Application – 1100 West and Park Lane

7:20 Blackhurst Property Rezone Application – 306 East 100 North

SUMMARY ACTION:

7:25 Minute Motion Approving Summary Action List

1. Farmington Park Phase 3 Subdivision Improvements Agreement
2. Pheasant Hollow Subdivision Improvements Agreement
3. Cabelas Improvements Agreement
4. Approval of Minutes from September 6, 2016
5. Approval of Minutes from September 20, 2016

NEW BUSINESS:

7:30 West Farmington Trails and Sidewalks along Collector Streets (Discussion Only)

OLD BUSINESS:

- 8:00 Update on Special Assessment Area (Discussion Only)
- 8:20 Request from Steve Nelson to Purchase .215 acres of City Property Declared Surplus – located at approximately 1150 South 50 East
- 8:30 Clark Lane Village Agreement for a Playground

GOVERNING BODY REPORTS:

- 8:40 City Manager Report
 - 1. Police Monthly Activity Report for January – September 2016
 - 2. Fire Monthly Activity Report for September
 - 3. Executive Summary for Planning Commission held October 6, 2016
 - 4. Request for Consideration of Days of 47 Horse Parade
 - 5. Direction regarding Farmington History Book
- 8:50 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 13th day of October, 2016.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2016

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

It is requested that City Council Member Doug Anderson give the invocation to the meeting and it is requested that City Council Member John Bilton lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2016

PUBLIC HEARING: Hunters Creek Conservation Easement Amendment

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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: October 18, 2016

SUBJECT: **HUNTERS CREEK CONSERVATION EASEMENT AMENDMENT REQUEST**

RECOMMENDATION

1. Hold a Public Hearing.
2. Approve the enclosed request by the Hunter's Creek HOA, to amend the Hunters Creek conservation easement as set forth in Attachment B to their enclosed letter to the City dated August 18, 2016, and direct staff to do the following:
 - a. Finalize draft easement amendment documents for consideration by the City Council and HOA thereafter to be signed by the appropriate parties and recorded in the office of the Davis County recorder.
 - b. Prepare documents to be signed and recorded concurrently with the amendment to the conservation easement conveying a strip of land abutting portions of the north and west boundaries of the Hunter's Creek Subdivision as illustrated in Attachment A to the letter from the HOA to the City dated August 18, 2016 (and identified by the Tax I.D. #08-530-0455) [note: currently the City owns this strip of land, and a trail easement thereon, which land was originally intended to be HOA property per previous subdivision approvals by the City].
 - c. Cause the person or person responsible for the unauthorized cattle/livestock and improvements (i.e. fencing, gates, etc.) to remove the same, from the property (#08-530-0455) prior to the City conveying the property to the HOA.
3. On another matter: consider the possibility of providing funds the next budget cycle and improve the trail.

BACKGROUND

The Hunters Creek HOA desires to provide landscaped park space and other improvements on its common area but is prevented from doing so unless the HOA and the City jointly agree to amend the conservation easement thereon as per the attached conservation easement amendment policy. City staff strongly recommends that the City Council approve the request, because it will further beatify the area and make the open space more usable for residents.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager



Hunters Creek Home Owners Association

Farmington Utah

August 18, 2016

Farmington City Mayor and City Council
160 S Main
Farmington, Utah 84025

The Farmington City Community Development Director Dave Paterson approached The Hunters Creek Home Owners Association (HOA) about transferring ownership of Parcel 085300455 (Attachment A) from the City to the HOA. Before agreeing to take ownership and maintenance responsibilities of this Parcel the HOA has the following requests of the City.

- Currently an individual has installed fencing and gates on the property to pasture horses and livestock. We want the City to have the individual permanently remove all fencing, gates and livestock from the property.
- Parcel 83530137, 84000241, 83980355, 083530138, 83980357 have a Conservation Easement that the HOA wants to amend as detailed in Attachment B (Conservation Amendment Application). The HOA wants the Conservation Easement amended before transfer of ownership.

Hunters Creek Home Owners Association Board

James Greer
Cristy Shields
Tiffany Stefl



Hunters Creek Home Owners Association
Farmington Utah

Attachment A

Map of Parcel 085300455



Hunters Creek Home Owners Association
Farmington Utah

August 18, 2016

Attachment B

Hunters Creek Home Owners Association
Conservation Easement Amendment Application

Parcel 83530137, 84000241, 83980355, 083530138, and 83980357 has a Conservation Easement that the Hunters Creek Home Owners Association (HOA) is requesting to amend. The \$250 fee required for conservation easement amendments has been transmitted to the city.

Written Description of Proposed Amendment:

The HOA is requesting to amend Note 9 of the Use Map of Exhibit "B" from the Conservation Easement. Note 9 currently states:

The land within this area shall be preserved as upland vegetation in its natural state. The existing fencing in this area acts as a boundary line designation and its acceptable to the City to delineate the Conservation Easement Area from the adjacent private property and manicured lawn areas. Upland vegetation shall be left in its natural state or, if the land has been disturbed, reclaimed to its natural state and maintained in accordance with terms and conditions of the Conservation Easement and Maintenance Plan.

The HOA wants to Modify Note 9 to read as follows:

Upland vegetation and manicured lawn, shrubs, and trees are allowed in this area as a permitted use; provided: (1) a barrier acceptable to the City is provided between the natural vegetation areas and the manicured lawn areas; and (2) some type of boundary line designation acceptable to the city is provided to delineate the Conservation Easement area from the adjacent private propriety and/or natural vegetation areas. Lawn and/or seed type shall be approved by Farmington City. Pursuant to the terms and conditions of the Conservation Easement, a basketball court, fire pit, picnic pavilion, paved trails, and any other community open space uses may be allowed in this location designated on the Use Map with a Conditional Use Permit. Any areas left as uplands shall be property maintained in its natural state and, if the lands have been disturbed, reclaimed to its natural state and maintained in accordance with terms and conditions of the conservation easement and maintenance plan.

Grounds and Reasons for the Proposed Amendment

This modification meets the criteria for qualification under 7(a) of the “Farmington City Conservation Easement Amendment Policy” such that the modification constitutes a minor or incidental change which is not inconsistent with the conservation values or purposes delineated in the easement. The amendment meets all of the Mandatory Criteria for approval:

- a. The amendment is consistent with the overall purpose of the conservation easement and will not be detrimental to or compromise the protection of the stated conservation values as proved by the fact that an adjoining parcel in the conservation easement shares the same approved land uses in this modification. The purpose of the amendment is to allow the open space areas to have improved utility, access, and to enhance the aesthetics of the area for the enjoyment of all the citizens of the City.
- b. The amendment is substantially equivalent and enhances the conservation of the land with additional open space and conservation amenities to be allowed to be permitted and maintained in these areas.
- c. The amendment is consistent with the Cities goals, ordinances and will not undermine the city’s obligations to preserve and enforce easements as demonstrated by other applications similar in nature that have been approved and other parcels adjacent to these with similar conservation permitted uses.
- d. The amendment is the minimum change necessary to achieve the desired result of improved open space aesthetics and utility.
- e. The amendment is warranted and is in the best interested of the public. The HOA board which represents the surrounding neighborhood unanimously voted in favor of the conservation easement amendment.
- f. Granting this request does not set unfavorable precedent for future amendments as items being requested in this amendment have already been approved for other parcels in this easement and other easements in Farmington City.
- g. The amendment does not adversely affect the City’s qualification as holder of the conservation easement as this is not being modified.
- h. Lastly, the amendment does not provide a private benefit to the landowner or any private party, but is intended to improve the area for public enjoyment of the area.

Maps and Documents

Attached is the Conservation Easement and it is also available on the HOA Website at:
hunterscreekhoautah.blogspot.com.

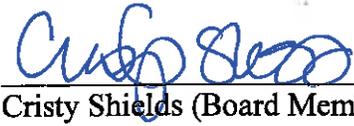
Names and Addresses of the Property Owners

Hunters Creek Home Owners Association Board



James Greer (Board President)

8/20/16
Date



Cristy Shields (Board Member)

8/20/16
Date



Tiffany Steff (Board Member)

AUG 20, 2016
Date



Hunters Creek Home Owners Association

Farmington Utah

Map of Parcels: 83530137, 84000241, 83980355, 083530138,

83980357



Hunters Creek Home Owners Association

Farmington Utah

August 18, 2016

Farmington City Mayor and City Council
160 S Main
Farmington, Utah 84025

The Hunters Creek Home Owners Association (HOA) is pursuing the installation of two new parks on HOA property (Attachment A). The current Conservation Easement that covers this area allows the installation of these uses upon the parcels designated for the parks with an approved Conditional Use Permit from the City. The HOA is planning on submitting the Conditional Use application this year and upon approval will move forward with construction.

On Farmington City's Master Trail Plan a proposed trail alignment has been designated to be constructed as indicated on Attachment A. The HOA is requesting the City to complete these marked sections of trail. The new parks would provide access and adjoin these proposed trails. The HOA is requesting the material for the trails to be asphalt so that these trails can be truly functional. Also, the HOA want the city to improve the current Haight Creek trail to be asphalt.

Hunters Creek Home Owners Association Board

James Greer
Cristy Shields
Tiffany Stefl



Proposed Trail HOA is Requested City to Complete

Locations of new Proposed HOA Parks



Hunters Creek Home Owners Association
Farmington Utah

Attachment A

Farmington City Master Trail Plan
HOA Park Locations

FARMINGTON CITY CONSERVATION EASEMENT AMENDMENT POLICY

1. Farmington City Conservation Easements.

Farmington City is a governmental entity and a tax exempt entity under Section 501(c) of the *Internal Revenue Code* qualified to acquire conservation easements under the terms of the Land Conservation Easement Act, as set forth in *Utah Code Ann.* §§ 57-18-1, *et seq.*, as amended. Farmington City has enacted Conservation Subdivision Ordinances, as more particularly set forth in Title 11, Chapter 12, of the Farmington City Municipal Code, providing for the development of subdivisions with incentives to preserve and provide for the conservation of open space and other sensitive and valued land within the City. Farmington City has acquired a number of conservation easements over and across various open space and conservation lands within the City and intends to acquire and provide for future conservation easements preserving and protecting open space and conservation lands within the City. Farmington City holds such conservation easements for the benefit of current and future generations and has the obligation to uphold such conservation easements in perpetuity for the purposes set forth therein.

2. Amending Conservation Easements in General.

Conservation easements are generally intended to provide for the permanent and perpetual protection and preservation of the encumbered property. By their terms, conservation easements are not generally permitted to be terminated or altered. It is very important to land conservation efforts to provide for and honor the permanence of conservation easement restrictions. If they are not treated as essentially unchangeable, landowners may be less willing to entrust the protection of their property to land trusts and/or to encumber their property with conservation easements. However, it has also been noted that it is unrealistic to expect that conservation easements must or should always preclude amendment. There are too many unknowns at the time of creation of a conservation easement, and it is often not possible to foresee and record for all time the best and sole use of property. As such, some jurisdictions have recognized that amendments to conservation easements may be necessary on occasion and under reasonable circumstances.

3. Farmington City Amendment Policy.

It is Farmington City's intent and desire to uphold the terms and conditions of conservation easements it holds and to preserve and protect the conservation values of all property so encumbered. Farmington City also recognizes the need to provide for amendments to such easements in limited circumstances as necessary. Any and all amendments to conservation easements held by Farmington City must be approached with great care and shall be approved only in limited circumstances in accordance with and subject to the amendment policies and procedures more particularly set forth herein.

4. Amendment Application.

Any person or entity that is the legal property owner of record of property encumbered by a conservation easement held by Farmington City desiring to amend the provisions of such conservation easement shall be required to file a written application for amendment with the City. All applications for amendment shall be signed by the property owner(s) of record, or his/her/its authorized agent, and filed with the Community Development Director. All applications for amendment shall include the following:

- a. A written description of the proposed conservation easement amendment, including suggested language for any text amendments;
- b. A statement of the grounds and reasons for the proposed amendments and sufficient evidence in support of the same, including discussion of the compliance of the amendment with the qualifications and criteria set forth in this Policy;
- c. All maps and/or documents applicable to the proposed amendment;
- d. The names and addresses of all property owner(s) of record for the subject property encumbered by the conservation easement; and
- e. The fee required for conservation easement amendments as set forth in the City's Consolidated Fee Schedule.

5. Application Fee and Costs.

Unless specifically waived by the City, the application fee for a conservation easement amendment application shall be as set forth in the City's Consolidated Fee Schedule. The applicant shall also pay any staff, legal, and engineering fees incurred by the City in response to an application request. A "Professional Services Deposit" in an amount as set forth in the City's Consolidated Fee Schedule shall be collected at the time of application to cover these costs. Any unused deposit will be refunded to the applicant, and applicant will be responsible for any costs incurred above the amount collected for the Professional Services Deposit. Such fees shall be paid whether the application is approved or not. In addition, the City may condition approval of the amendment upon payment to a Conservation Easement Enforcement and Monitoring Fund of an amount sufficient to offset any increased monitoring or enforcement obligations of the City.

6. Application Review and Approval.

- a. **Community Development Director Recommendation.** The Community Development Director, or his or her designee, shall review any application for amendment to a conservation easement. Such review shall include, at a minimum, a site visit to the subject property and a review of the original records of approval for the easement, including the stated conservation values of the subject easement. The Community Development Director shall prepare a written report of recommendation

regarding the proposed conservation easement amendment to the City Council for their review and consideration in accordance with the procedures set forth herein. The Community Development Director may request any further information, data or evidence deemed necessary from the applicant. Upon completion of his or her review, the Community Development Director shall forward his or her report of recommendation to the City Council.

b. **Notice and Public Hearing.** The City Council shall provide at least fourteen (14) days advance notice of a public hearing to be held in consideration of the proposed conservation easement amendment. Such notice shall be provided by publishing in a daily newspaper of general circulation in the City. After proper notice, the City Council shall hold a public hearing on the proposed conservation easement amendment. In addition to the public hearing, the applicant shall be provided an opportunity to address the City Council regarding the amendment and to respond to any issues or comments made regarding the proposed amendment during public comment or raised by the City Council.

c. **City Council Review and Approval.** The City Council shall review the application and record provided for the proposed amendment and shall consider relevant public comment regarding the same. The City Council shall further review and determine whether the proposed amendment meets the qualification and criteria set forth in this Policy. The City Council may thereafter approve or deny, in whole or in part, the application for amendment.

d. **Executed Recording.** Most conservation easements, by their terms, require approval of the amendment by both the Grantor and the Grantee, or their authorized successors and assigns. Any amendments to a conservation easement permitted hereunder shall be in writing, signed by the required parties of interest, and recorded in the Davis County Recorder's Office.

e. **Easement Terms.** In the event the terms of the subject conservation easement provide for greater noticing or procedural requirements for any amendment, such noticing and procedural requirements shall govern. The procedures and noticing provisions set forth herein are intended to be a minimum.

7. Conditions for Qualification.

Any request for amendment to a conservation easement will be reviewed by the City Council according to the procedures set forth in this Policy and will be approved only under one or more of the following conditions:

a. The amendment represents a minor or incidental change which is not inconsistent with the conservation values or purposes delineated in the easement.

b. The amendment corrects an error or oversight in the original conservation easement, including, but not limited to: correction of legal descriptions; inclusion of standard language unintentionally omitted; clarification of ambiguous language; clarification of obsolete terms; or clarification to aid in interpretation of the document in the future.

c. The amendment addresses or responds to any condemnation or threat of condemnation of a portion or all of property encumbered by a conservation easement, and preserves, to the greatest extent possible, the conservation values and intent of the original easement.

8. Mandatory Criteria.

Any request for amendment to a conservation easement will be reviewed by the City Council according to the procedures set forth in this Policy and will be approved only if all of the following criteria can be met:

a. The amendment is consistent with the overall purposes of the conservation easement and will not be detrimental to or compromise the protection of the stated conservation values of the property.

b. The amendment is substantially equivalent to or enhances the conservation values of the property, adds adjacent land, or achieves greater conservation of the property.

c. The amendment is consistent with the City's goals for conservation of land under applicable City Ordinances and will not undermine the City's obligation to preserve and enforce conservation easements it has accepted.

d. The amendment is the minimum change necessary to achieve the desired and acceptable purpose.

e. The amendment is clearly warranted and in the best interest of public and subject property.

f. Granting of the amendment will not set an unfavorable precedent for future amendment requests.

g. The amendment does not adversely affect the City's qualification as holder of conservation easements.

h. The amendment does not provide a private benefit to the landowner or any private party.

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2016

PUBLIC HEARING: Nelson Property Rezone Application – 35 East 1150 South

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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, City Planner

Date: October 18, 2016

SUBJECT: **Nelson Property Rezone Application (Z-4-16)**
Applicant: **Cory Karl – Steven Nelson**

RECOMMENDATION

1. Hold a Public Hearing;
2. Move that the City Council approve the enclosed enabling ordinance rezoning 3.84 acres of property as described in Exhibit "A" from A (Agricultural) to LR (Large Residential) located at approximately 35 East and 1150 South from A to LR, as identified on the attached map, subject to all applicable Farmington City ordinances and development standards.

Findings for Approval:

1. The proposed rezone is consistent with the general plan.
2. The proposed rezone is consistent with the surrounding properties and neighborhoods.
3. While the applicant's plans to create three estate lots through a boundary adjustment hinges on the purchase of the two remnant parcels owned by the City, the rezone application under consideration is justified on its own merits.

BACKGROUND

The applicant desires to create three large estate lots through a boundary adjustment for property at 1150 South and 35 East. Because the subject property already has 4 parcels within its boundaries, the applicant does not have to go through the subdivision platting process to create the requested three lots. However, a boundary adjustment cannot result in parcels or lots that do not conform to the underlying zone. Because the applicant only has 3.85 acres of property, and the A (Agriculture) zone has a minimum lot size of 2 acres, the applicant is seeking a rezone of the property to LR (Large Residential). The LR zone would allow for lots as small as 20,000 s.f., and because the property has four existing parcels, he could feasibly do a boundary adjustment and create four 40,000+ s.f. lots. However, the applicant only wants three large estate lots. The surrounding property is already zoned as LR, and the General Plan designation of LDR (Low Density Residential) is consistent with the rezone proposal.

Farmington City currently owns two remnant parcels on the property. The City's property on the northern boundary is an old well site that appears to be unused. The remnant parcel on 1150 South may be related to the well and be associated to a waterline running from the well to points south, but staff is not sure that this is the case. The applicant is working with the City Manager and City Council to purchase these two parcels, and make the subject property whole. The applicant's plans to make three lots through a boundary adjustment hinges on the purchase of these properties, particularly the piece along 1150 South, because it creates the necessary frontage for one of the new lots being proposed. However, what is before the Commission tonight is purely a rezone. In consideration of both the General Plan designation and the surrounding properties' present zoning, staff is recommending that the rezone under consideration be approved. When the Planning Commission reviewed this at their September 22, 2016 meeting, there was no significant discussion of this item and it was recommended for approval as written in the staff report.

Supplemental Information

1. Vicinity Map
2. Zoning Map
3. General Land Use Map
4. Enabling Ordinance
5. Description of Property that is to be Rezoned – Exhibits "A" and "B"

Applicable Ordinances

1. Title 11, Chapter 10 – Agriculture Zones
2. Title 11, Chapter 11 – Single Family Residential Zones

Respectfully Submitted



Eric Anderson
City Planner

Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2016 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR 3.84 ACRES OF PROPERTY FROM AN A TO AN LR ZONE LOCATED AT APROXIMATELY 35 EAST 1150 SOUTH

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

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

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

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

Section 1. Zoning Change. The property described in Application # Z-4-16, filed with the City, located at approximately 35 East 1150 South, identified by portions of parcel numbers: 070590116 and 070590094, comprising 3.84 acres and as further described on Exhibit "A" and illustrated by Exhibit "B" attached hereto and by this reference made a part hereof.

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

Section 3. Effective Date. This ordinance shall take effect upon the approval of a subdivision application related to the subject property.

DATED this 18th day of October, 2016.

FARMINGTON CITY

ATTEST:

H. James Talbot
Mayor

Holly Gadd
City Recorder

EXHIBIT "A"

PARCEL ID 07-059-0116

Legal Description

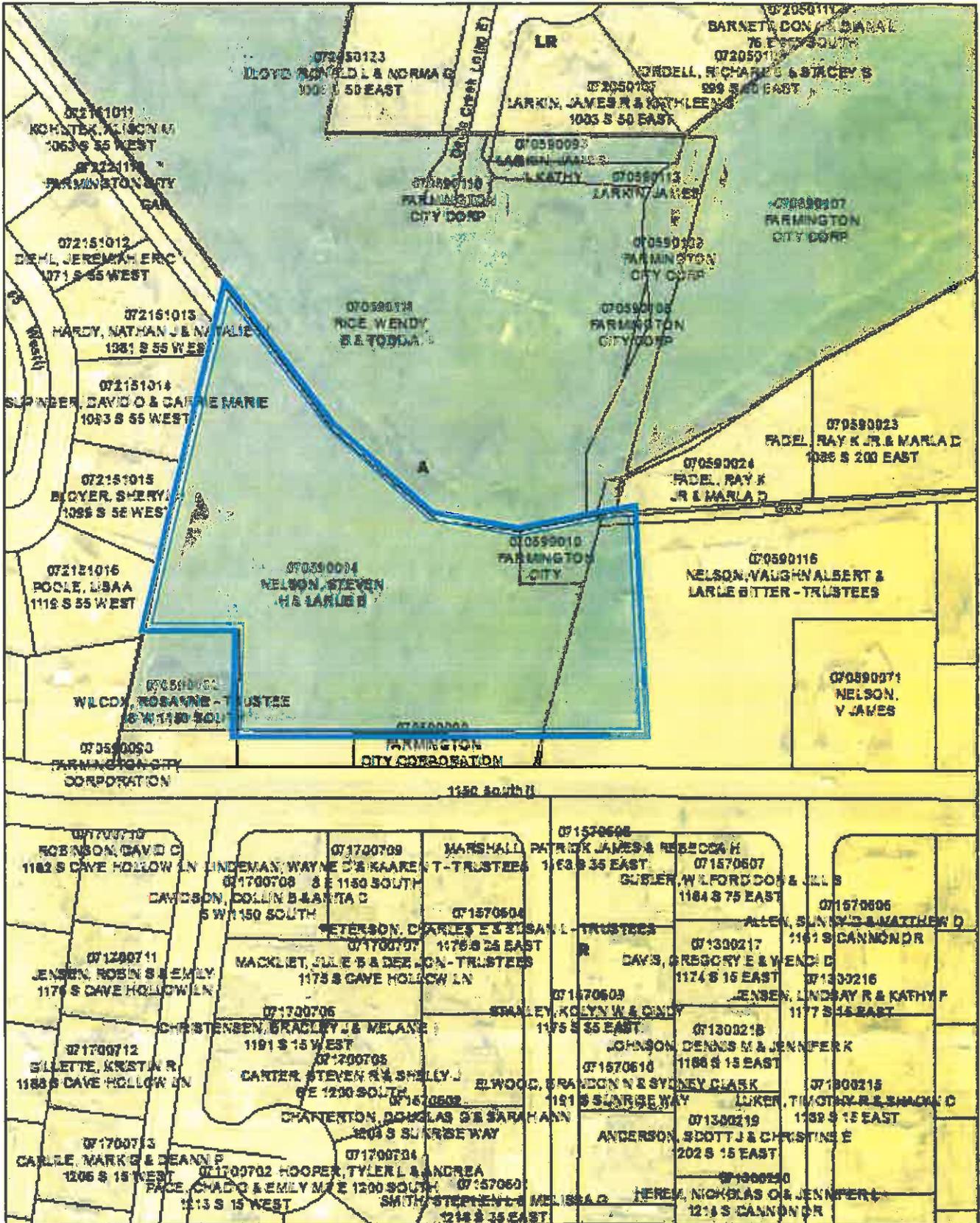
A PARCEL OF LAND SIT IN THE SW 1/4 OF SEC 30-T3N-R1E, SLM, THE BNDRY OF SD PARCEL OF LAND IS DESC AS FOLLOWS: BEG AT PT ON THE N LINE OF 1150 SOUTH STR WH PT IS 478.50 FT N 0°04'38" W & 816.43 FT S 89°55'22" W & 671.54 FT N 0°04'38" W TO THE SW COR OF LOT 8, FARMINGTON BAY PLAT 1 SUB & 135.00 FT S 89°55'22" W ALG SD N LINE FR THE S 1/4 COR SEC 30-T3N-R1E, SLM; & RUN TH S 89°55'22" W 244.54 FT, M/L, ALG SD N LINE TO THE E LINE OF THE PPTY CONV IN BK 2105 PG 492 AS PARCEL NO (07-059-0094); & RUN TH N 14°51'53" E 232.29 FT; TH N 85°30'00" E 320.60 FT; TH S 0°48'38" E 109.16 FT; TH S 89°55'22" W 135.00 FT; TH S 0°48'38" E 140.00 FT TO THE POB. CONT. 1.46 ACRES TOGETHER WITH & SUBJECT TO A 1 ROD R/W.

PARCEL ID 07-059-0094

Legal Description

BEG AT A PT ON THE N LINE OF WILCOX LANE WH PT IS N 89°25'50" E 411.29 FT ALG THE SEC LINE & N 0°18'00" E 1199.48 FT ALG THE E LINE OF THE I-15 HWY FRONTAGE RD & N 89°55'22" E 754.87 FT ALG THE N LINE OF WILCOX LANE FR THE SW COR OF SEC 30-T3N-R1E, SLM; & RUN TH N 89°55'22" E 108.00 FT; TH S 30.22 FT TO THE N LINE OF 1150 SOUTH STR; TH S 89°55'22" W 108.00 FT ALG THE N LINE OF 1150 SOUTH STR; TH N 30.22 FT TO THE POB. CONT. 0.0749 ACRES ALSO, BEG AT A PT ON THE N LINE OF WILCOX LANE, WH PT IS N 89°25'50" E 411.29 FT ALG THE SEC LINE & N 0°18'00" E 1199.48 FT ALG THE E LINE OF THE I-15 HWY FRONTAGE RD & N 89°55'22" E 754.87 FT ALG SD N LINE OF WILCOX LANE FR THE SW COR OF SEC 30-T3N-R1E, SLM, SD PT IS DESC AS BEING N 89°55'22" E 108.24 FT FR THE SE COR OF PPTY DEEDED TO PERRY HOMES INC, AS FURTHER CLAIRFIED IN AFFIDAVIT RECORDED 03/05/1997 BK 2102 PG 236; RUN TH N 0°04'38" W 96.07 FT; TH S 89°55'22" W 86.568 FT; TH N 12°39'00" E 329.452 FT; TH ALG A LINE WH IS SW 1.0 FT FR THE BASE OF A ROCK DIKE EMBANKMENT IN THE FOLLOWING 3 COURSES: S 37°27'52" E 166.03 FT, S 49°26'38" E 132.19 FT, S 82°58'14" E 77.52 FT TO THE NW COR OF PPTY CONV IN BK 714 PG 359; TH ALG THE BNDRY OF SD CONV PPTY S 49.24 FT, M/L, TO SW COR OF FARMINGTON CITY PPTY; TH E 58.62 FT, M/L, TO THE W LINE OF PPTY AS DEEDED TO VAUGHN A NELSON; TH S 14°51'53" W 145.43 FT; TH S 89°55'22" W 285.34 FT ALG SD N LINE OF WILCOX LANE & EXIST FENCE LINE TO THE POB. LESS & EXCEPT ANY PORTION, IF ANY, DESC UNDER TAX SERIAL NO. 07-059-0070 & 07-059-0010. CONT. 2.08 ACRES TOTAL ACREAGE 2.155 ACRES

EXHIBIT "B"



CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2016

PUBLIC HEARING: Station Park West Rezone Application – 1100 West and Park Lane

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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, City Planner

Date: October 18, 2016

SUBJECT: **Station Park West Rezone Application (Z-3-16)**
Applicant: **Jim Steman – Station Park/CenterCal**

RECOMMENDATION

1. Hold a Public Hearing;
2. Move that the City Council approve the enclosed enabling ordinance rezoning 5.84 acres of property as described in Exhibit "A" from A (Agricultural) to GMU (General Mixed Use) located at approximately 1100 West and Park Lane, subject to all applicable Farmington City ordinances and standards.

Findings for Approval:

1. The proposed rezone is consistent with the General Plan.
2. The proposed rezone is consistent with surrounding properties.
3. The proposed rezone is consistent with the overall master plan for the mixed use district.
4. The proposed rezone will allow CenterCal to continue their hitherto successful Station Park development to points west.

BACKGROUND

CenterCal currently owns property at approximately 1100 West and Park Lane, south of Cabela's and west of the University of Utah Medical Center. The property has long been intended to be part of the City's mixed use district, and rezoned to General Mixed Use. The General Plan designation of this property is Transportation Mixed Use and the surrounding properties are already zoned GMU. If this rezone is approved, CenterCal intends to continue their Station Park development on the subject property, and will have to comply with the form-based code regulations of the underlying zone as set forth in Chapter 18 of the Zoning Ordinance, including the Project Master Plan and Development Plan Review process. When the Planning Commission reviewed this at their September 22, 2016 meeting, there was no significant discussion of this item and it was recommended for approval as written in the staff report.

Supplemental Information

1. Vicinity Map
2. General Plan Map
3. Zoning Map
4. Conceptual Site Plan for Subject Property
5. Enabling Ordinance
6. Description of Property that is to be Rezoned – Exhibits “A” and “B”

Applicable Ordinances

1. Title 11, Chapter 10 – Agriculture Zones
2. Title 11, Chapter 18 – Mixed Use District

Respectfully Submitted



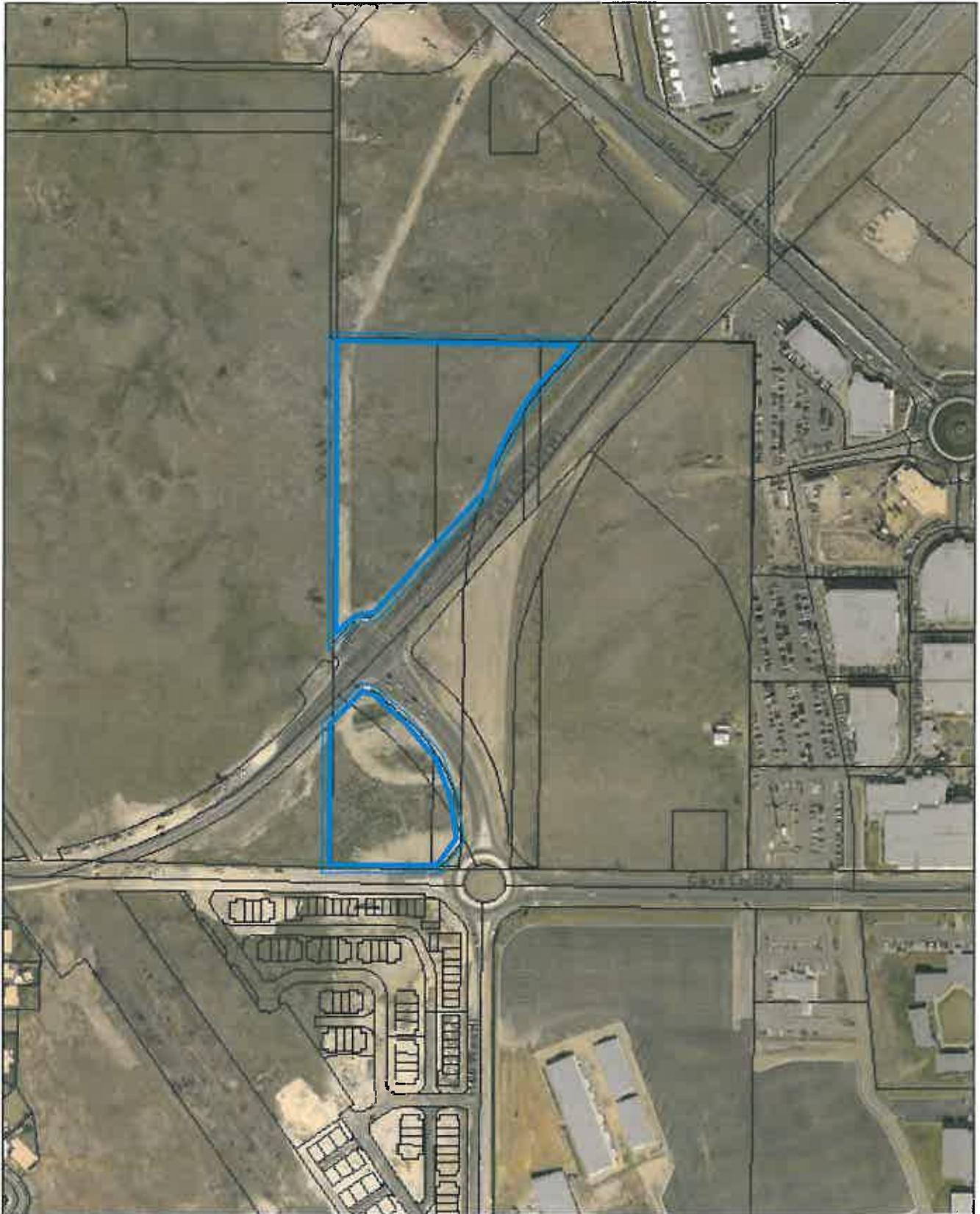
Eric Anderson
City Planner

Concur

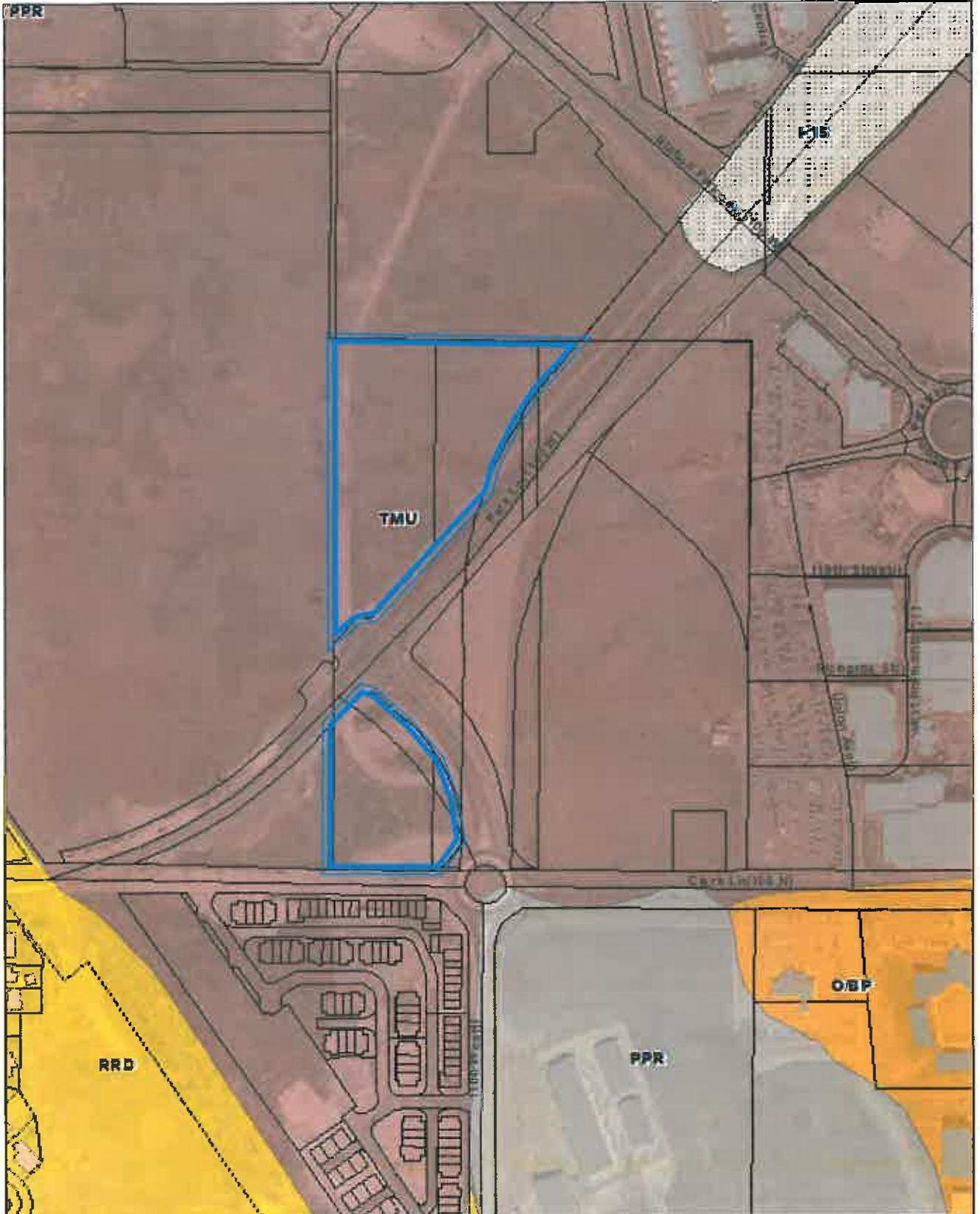


Dave Millheim
City Manager

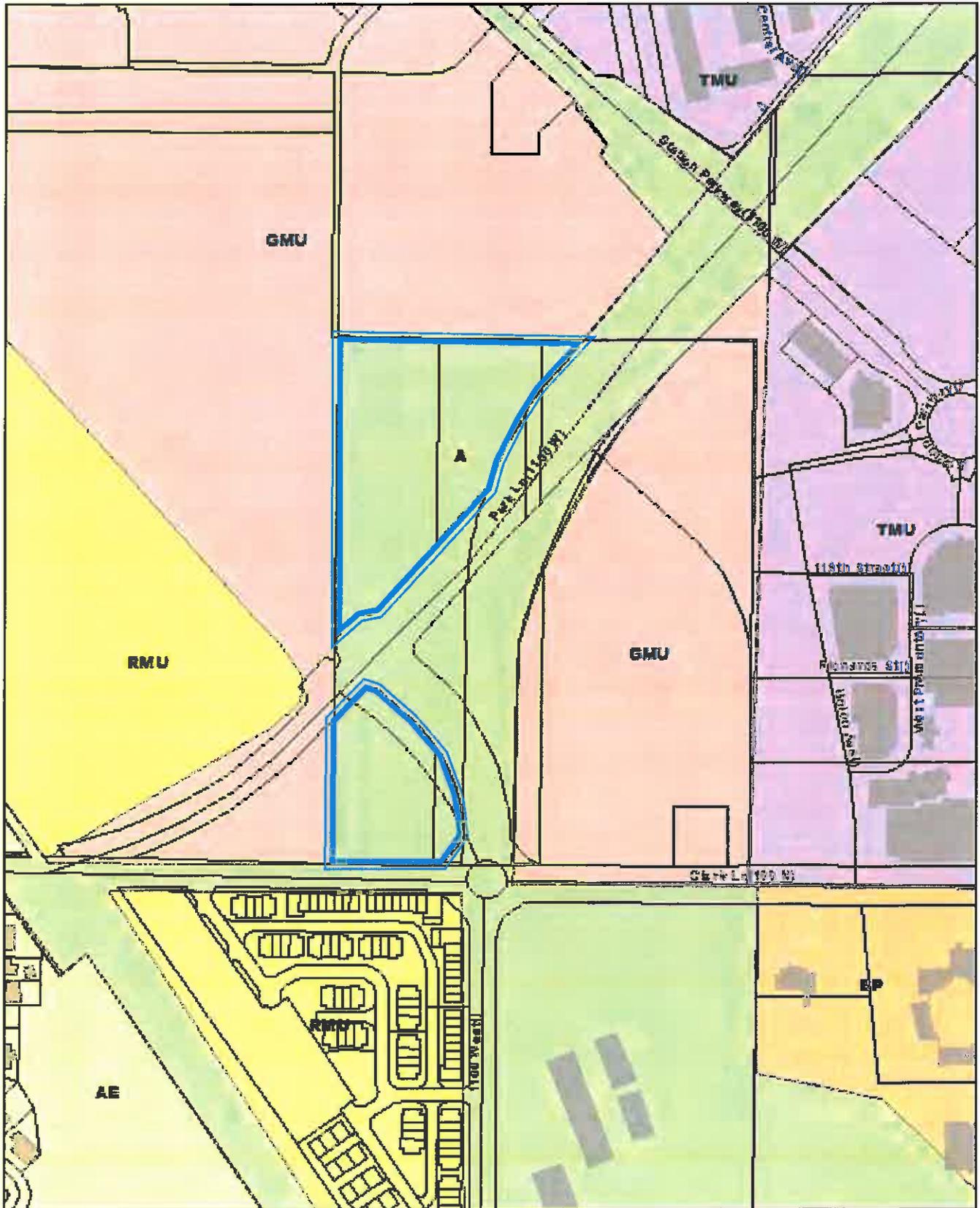
Farmington City

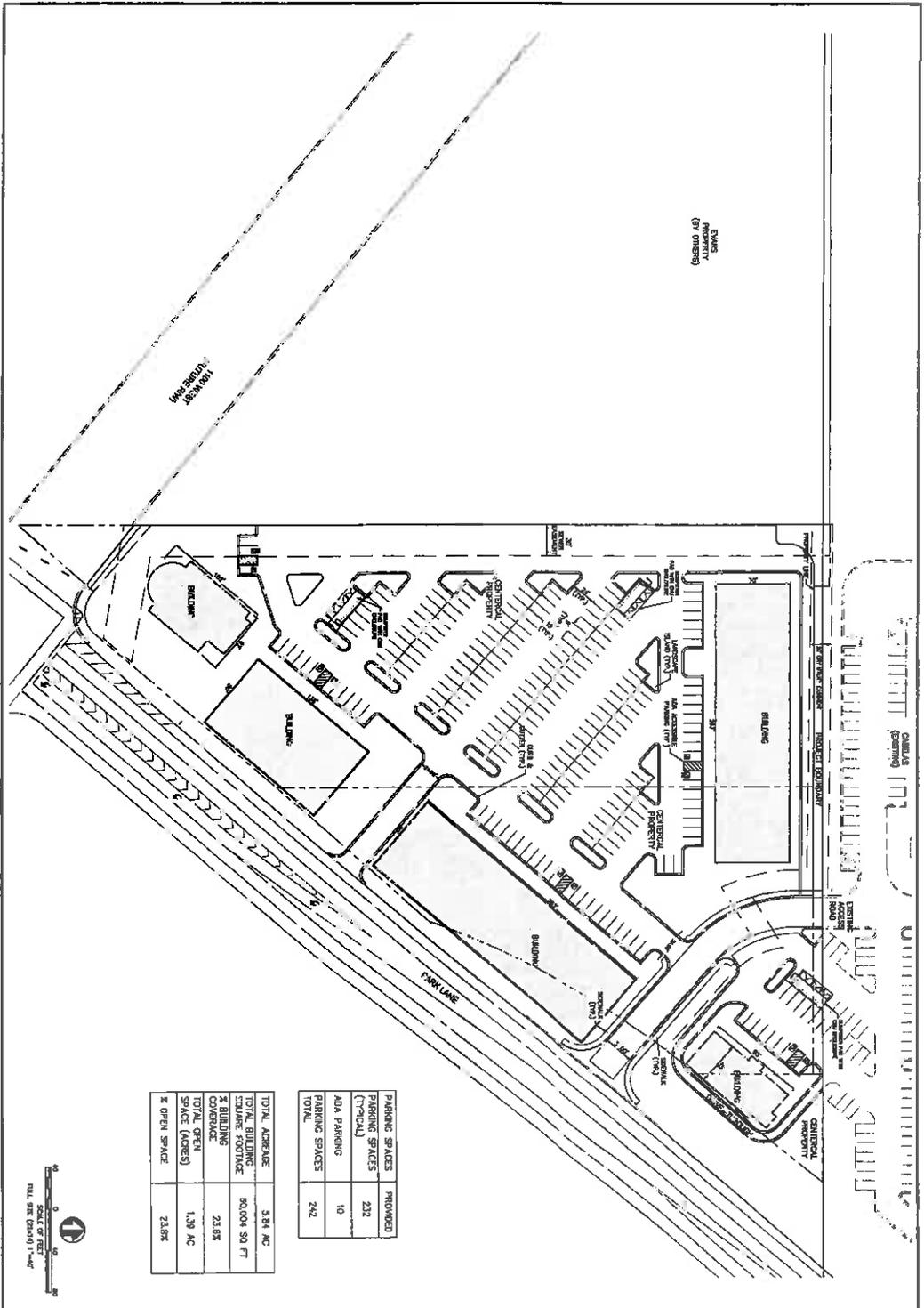


Farmington City



Farmington City



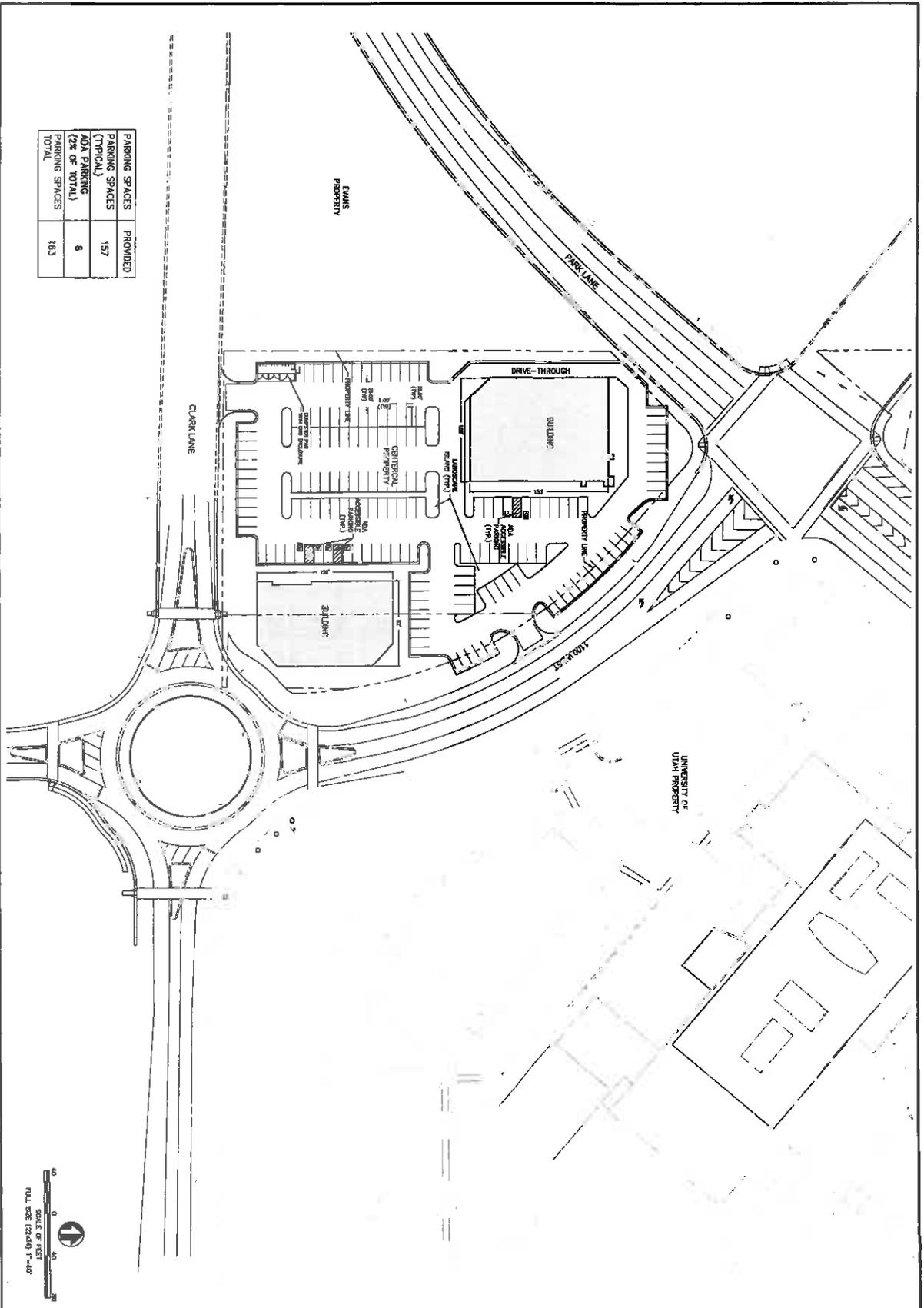


TOTAL ACREAGE	3.81 AC
TOTAL BUILDING COLLECTIVE FOOTING COVERAGE	80,004 SQ FT
% BUILDING COVERAGE	23.8%
TOTAL OPEN SPACE (ACRES)	1.39 AC
% OPEN SPACE	33.8%

PARKING SPACES PROVIDED (TYPICAL)	232
ADA PARKING	10
PARKING SPACES TOTAL	242



C1.0 <small>SHEET NO. 1 OF 2</small>	STATION PARK NORTH CONCEPTUAL SITE PLAN	 <small>4179 Newheel Road, Suite 200 Salt Lake City, UT 84133 (801) 270-5777 (fax) 270-5762 fax www.psomas.com</small> PROJECT NUMBER: 80410000	<small>SUBMITTAL NO.</small> <small>DRAWN BY:</small> ATR <small>CHECKED BY:</small> ATR <small>APPROVED BY:</small> SM <small>RELEASE:</small> 4/17/05 <small>PLAT DATE:</small> 8/22/09	<table border="1"> <thead> <tr> <th>NO.</th> <th>REASON DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	REASON DESCRIPTION	DATE												
			NO.	REASON DESCRIPTION	DATE														
PSOMAS <small>Planners, Engineers, Architects and Surveyors</small>																			



PARKING SPACES (TYPICAL)	157
ADA PARKING (2% OF TOTAL)	6
PARKING SPACES TOTAL	163



SHEET NO. 1 OF 2

C1.1

**STATION PARK NORTH
CONCEPTUAL SITE PLAN**



PSOMAS
Relationship the Natural and Built Environment
4178 Riverbend Road, Suite 200
Salt Lake City, UT 84123
(801) 270-2777 (801) 270-5782 fax
www.psomas.com

PROJECT NUMBER: 60P040300

SUBMITTAL	PG
DRAWN BY:	ATB
CHECKED BY:	ATB
APPROVED BY:	SM
RELEASE:	4/17/15
PLAT DATE:	4/12/16

NO.	REVISION DESCRIPTION	DATE

FARMINGTON, UTAH

ORDINANCE NO. 2016 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR 5.84 ACRES OF PROPERTY FROM AN A TO A GMU ZONE LOCATED AT APROXIMATELY 1100 WEST PARK LANE

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

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

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

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

Section 1. Zoning Change. The property described in Application # Z-3-16, filed with the City, located at approximately 1100 West Park Lane, identified by portions of parcel numbers: 080750061, 080720035, and 080720031, comprising 5.84 acres and as further described on Exhibit "A" and illustrated by Exhibit "B" attached hereto and by this reference made a part hereof.

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

Section 3. Effective Date. This ordinance shall take effect upon the approval of a subdivision application related to the subject property.

DATED this 18th day of October, 2016.

FARMINGTON CITY

H. James Talbot
Mayor

ATTEST:

Holly Gadd
City Recorder

EXHIBIT "A"

Serial Number: 08-075-0061

PARCEL D: A PARCEL OF LAND LYING & SIT IN THE NW 1/4 OF SEC 24-T3N-R1W, SLB&M, BEING MORE PARTLY DESC AS FOLLOWS: COM AT THE NW COR OF SD SEC 24; TH S 00°09'29" W 573.21 FT ALG THE SEC LINE; TH PERPLY S 89°50'31" E 113.13 FT TO THE POB; TH S 89°36'36" E 102.04 FT; TH THE FOLLOWING TWO (2) COURSES ALG THE EXIST E R/W LINE OF PARK LANE (1) S 39°30'03" W 82.36 FT TO A PT ON A NON-TANGENT CURVE (2) 74.89 FT ALG THE ARC OF A 862.48 FT RAD CURVE TO THE LEFT (CHORD BEARS S 42°24'23" W 74.87 FT) THROUGH A CENTRAL ANGLE OF 4°58'31"; TH N 0°24'07" E 119.53 FT TO THE POB. CONT. 0.143 ACRES

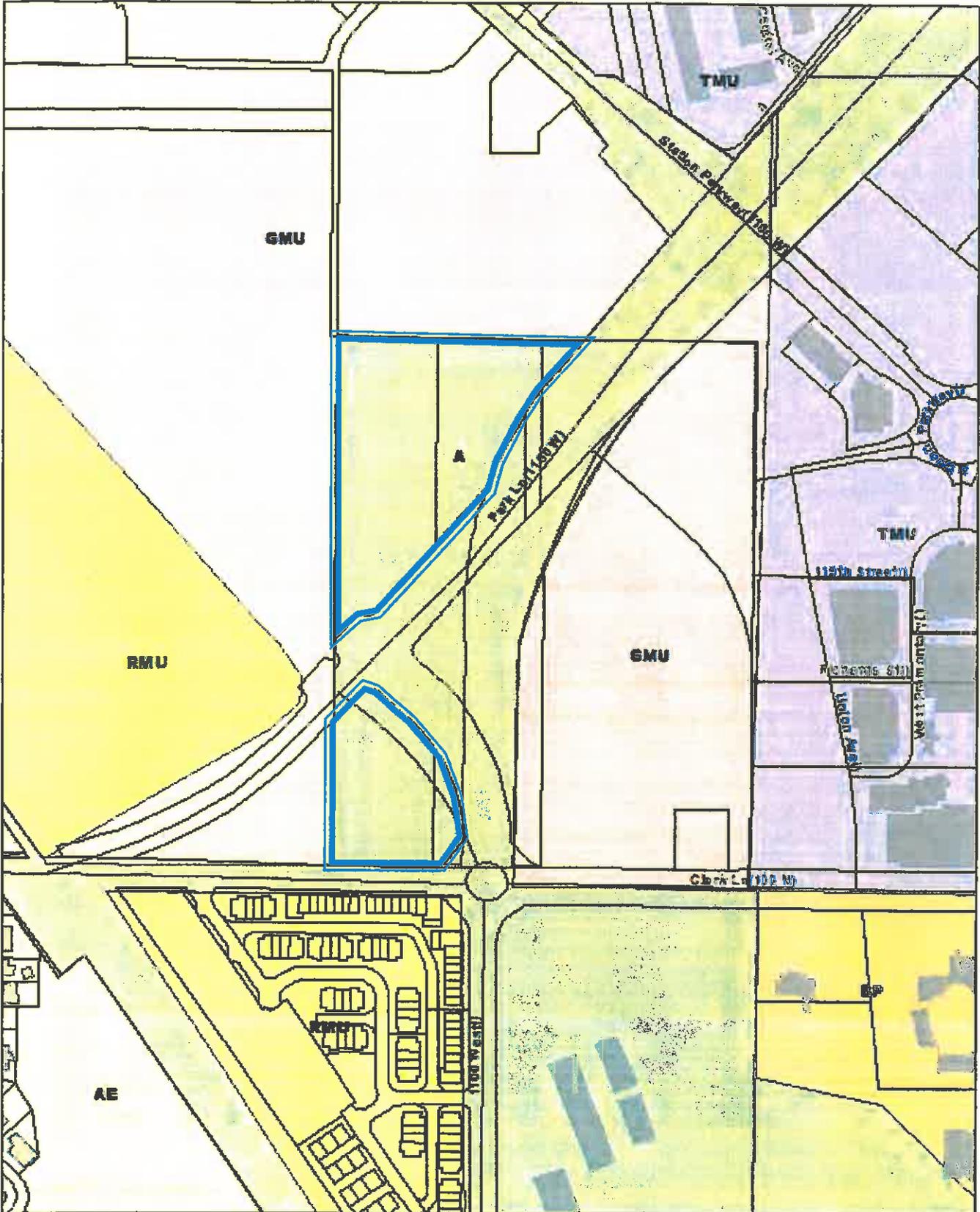
Serial Number: 08-072-0035

ALL THAT PART OF THE NE 1/4 OF SEC 23-T3N-R1W, SLB&M, MORE PARTLY DESC AS FOLLOWS: BEG AT A PT OF INTERSECTION OF THE N LINE OF THE 66 FT HISTORIC CLARK LANE & THE W LINE OF PARK LANE, A STATE ROAD PER LEGACY PARKWAY PLANS, PROJECT NUMBER SP-0067(1) 0. SD PT BEING N 00°09'31" E GRID (NAD 83 (1994) UTAH NORTH ZONE, SD BASIS OF BEARINGS MAY BE DETERMINED LOCALLY BY THE S LINE OF THE NW 1/4 OF SEC 24-T3N-R1W, SLB&M, BEING N 89°46'28" W) ALG THE E LINE OF SD 1/4 SEC 748.22 FT & N 89°39'16" W 411.07 FT & N 00°07'51" E 563.14 FT FR THE W 1/4 COR OF SD SEC 24; TH N 00°07'51" E 764.99 FT; TH S 89°50'29" E 58.74 FT; TH S 00°09'31" W 14.52 FT; TH S 89°50'29" E 191.36 FT; TH S 00°05'50" W 504.03 FT, M/L, TO THE NW'LY LINE OF PPTY CONV IN SPECIAL WARRANTY DEED RECORDED 05/12/2015 AS E# 2866479 BK 6265 PG 1367; TH ALG SD LINE THE FOLLOWING FOUR COURSES: S 40°35'39" W 225.96 FT & SW'LY ALG THE ARC OF A 27.50 FT RAD CURVE TO THE RIGHT 43.48 FT (LC BEARS S 85°53'16" W 39.09 FT) & N 48°49'06" W 2.49 FT & S 41°10'54" W 95.42 FT, TO THE POB. CONT. 3.65 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.)

Serial Number: 08-072-0031

ALL THAT PART OF THE NE 1/4 OF SEC 23-T3N-R1W, SLB&M, MORE PARTLY
DESC AS FOLLOWS: BEG AT A PT OF INTERSECTION OF THE N LINE OF THE 66 FT
HISTORIC CLARK LANE & THE W LINE OF PARK LANE, A STATE ROAD PER
LEGACY PARKWAY PLANS, PROJECT NUMBER SP-0067(1)0, SD PT BEING N
00°09'31" E GRID (NAD 83 (1994) UTAH NORTH ZONE, SD BASIS OF BEARINGS
MAY BE DETERMINED LOCALLY BY THE S LINE OF THE NW 1/4 OF SEC 24-T3N-
R1W, SLB&M, BEING N 89°46'28" W) ALG THE E LINE OF SD 1/4 SEC 748.22 FT, & N
89°39'16" W 91.51 FT & N 89°39'16" W ALG SD N LINE 68.69 FT & N 00°05'50" E 810.40
FT FR THE W 1/4 COR OF SD SEC 24; TH N 00°05'50" E 504.03 FT; TH S 89°50'29" E
274.67 FT; TH S 00°24'07" W 110.13 FT TO THE BEG OF A NON-TANGENT CURVE TO
THE LEFT WITH A RAD OF 862.48 FT; TH ALG SD CURVE 279.09 FT (LC BEARS S
27°54'48" W 276.46 FT) TO THE MOST N'LY LINE OF PPTY CONV IN SPECIAL
WARRANTY DEED RECORDED 05/12/2015 AS E# 2866479 BK 6265 PG 1367, SD
CURVE ALSO BEING THE W LINE OF SD PARK LANE; TH ALG SD LINE THE
FOLLOWING TWO COURSES: S 41°57'53" W 149.06 FT & S 40°35'39" W 46.21 FT TO
THE POB. CONT. 1.97 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 "B"



CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2016

PUBLIC HEARING: Blackhurst Property Rezone Application – 306 East 100 North

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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, City Planner
Date: October 18, 2016
SUBJECT: **Blackhurst Property Rezone Application (Z-5-16)**
Applicant: **Craig and Janica Blackhurst**

RECOMMENDED ALTERNATIVE MOTIONS:

1. Hold a Public Hearing;
- 2A. Move that the City Council approve the enclosed enabling ordinance rezoning .59 acres of property as described in Exhibit "A" from OTR-F (Original Townsite Residential - Foothill) to LR-F (Large Residential - Foothill) for property located at 306 East 100 North from OTR-F to LR-F, as identified on the attached map, subject to all applicable Farmington City ordinances and development standards.

Findings for Approval:

1. The proposed rezone is consistent with the general plan.
2. The proposed rezone is consistent with the majority of surrounding properties and neighborhoods to the east and north.
3. The existing homes in the neighborhood are large and newer homes, and the proposed home would be consistent with the neighborhood.
4. The proposed rezone would allow the applicants the highest and best use of their property.
5. Rezones are reviewed on a case-by-case basis, and are a legislative decision; therefore, by rezoning one property it does not bind the City to do the same for a future property owner that may wish to do the same for their property. The City reviews all rezone applications on their own merits.

OR

- 2B. Move that the City Council deny the zone map amendment of .59 acres of property located at 306 East 100 North from OTR-F to LR-F.

Findings for Denial:

1. The proposed rezone would essentially be a spot zone, although spot zones are not illegal per se, this particular rezone would "orphan" half of the Brown property directly to the east.

2. The proposed rezone would be inconsistent with the purpose of the OTR zone.
3. By rezoning this property, it could potentially begin to reduce the OTR zone boundaries at the edge, and set a precedent whereby other property owners within the OTR who do not wish to abide by the additional requirements and standards of the underlying zone, seek a rezone of their properties to avoid the more stringent requirements.
4. The proposed rezone would allow the applicant to skirt the more stringent design requirements of the OTR zone and build a home that is not consistent with the historic nature of the district as a whole.

BACKGROUND

The applicants desires to build a large home on their property currently located in the OTR (Original Townsite Residential) zone. Because the proposed home is currently in the historic OTR zone, there are design standards and regulations for new construction that do not exist in other zones throughout the City. The proposed home does not meet these standards, particularly the garages, as they would violate Section 11-17-050(4)(b) which states:

“Attached garages constructed even with the front setback lines, or that are setback (or recessed) from the front setback less than a distance equal to half the depth of the main building shall comprise no more than 33% of the front plan of the home on lots greater than 85 feet in width, and up to 40% on lots less than 85 feet in width if for every percentage point over 33% the garage is set back (or recessed) an additional 1.0 feet behind the front plane of the home.”

The proposed home has five garages, all of which extend beyond the front plane of the home, and the garages comprise 100% of the front plane of the home. Because the applicant desires to build this home and the OTR zone will not work for their plans, they are seeking a rezone to the LR (Large Residential) zone.

The subject property is at the edge of the OTR zone and is largely surrounded by LR zone properties to the north and east (with the exception of their eastern neighbor). The General Plan designation of LDR (Low Density Residential) supports either the OTR or LR zone designation.

Staff is ambivalent on this rezone application and has provided two alternative motions, one for approval and one for denial, with separate findings for each. There are pros and cons to both denial and approval, and staff wanted to lay out those arguments for each and get the Council’s opinion on the matter.

Whether the rezone is approved or not, the foothill overlay zone as designated by the letter “F” would remain on this property; this ensures that the applicant will still be required to meet any additional requirements that have not already been met as part of the site plan approval process as set forth in Chapter 30 of the Zoning Ordinance.

At the Planning Commission meeting held October 6, 2016, the commissioners voted for denial (alternative motion “B”) on a vote of 3-2, with Alex Leeman and Brett Gallacher being the dissenting votes. The Commission was as ambivalent as staff on this particular item, as the split vote indicates. Because this was the case, staff has left the alternative motions as proposed to the Planning Commission. Much of the discussion on this item revolved around the proposition that a rezone does not set a precedent nor bind future City Councils to rezone properties in similar circumstances. However, the Planning Commission made the distinction that although there is not a legal precedent set, it has the potential to make similar rezones in the future more likely, because one of the justifications

always used in a rezone is “what are the surrounding properties and what are they zoned?” So there are mental markers where the City may be more likely to rezone a future property for a future property owner similarly to what they did for one of their neighbors previously, even if they do not have to legally. The three commissioners that voted for denial (Kent Hinckley, Heather Barnum, and Connie Deianni) did so because they feared that rezoning this property could potentially degrade the OTR zone and the intent of this zone by compromising the edges and moving towards the center, eventually leaving only Main Street and State Street as OTR. The commissioners in favor of the rezone felt that this would not set a precedent, and that the OTR zone boundary should be further to the west independent of this application; these commissioners also felt that this being a vacant lot and there not being an existing historic home on the property lends itself to the applicant being able to get the highest and best use of their property.

Supplemental Information

1. Vicinity Map
2. Zoning Map
3. General Land Use Map
4. Proposed Site Plan
5. Proposed Elevations
6. Enabling Ordinance
7. Description of Property that is to be Rezoned – Exhibits “A” and “B”

Applicable Ordinances

1. Title 11, Chapter 11 – Single Family Residential Zones
2. Title 11, Chapter 17 – Original Townsite Residential

Respectfully Submitted



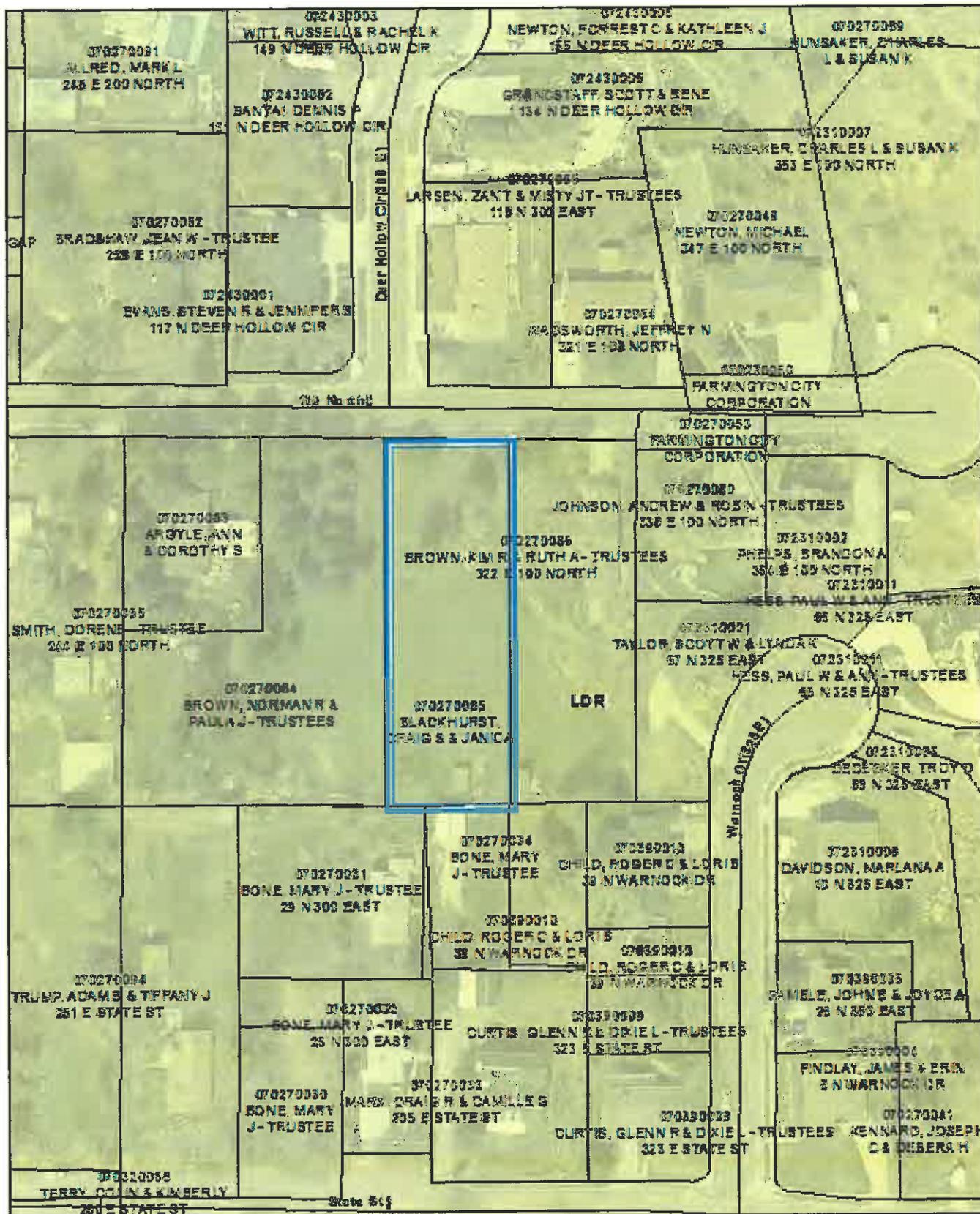
Eric Anderson
City Planner

Concur



Dave Millheim
City Manager

Farmington City



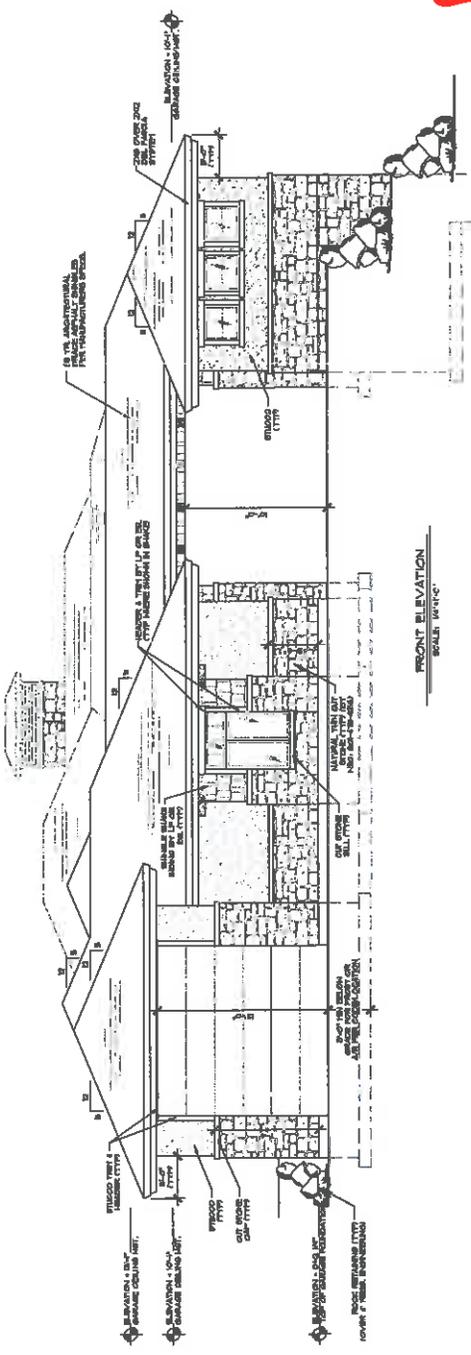
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HABITATIONS
 RESIDENTIAL DESIGN GROUP
 COPYRIGHT 2016

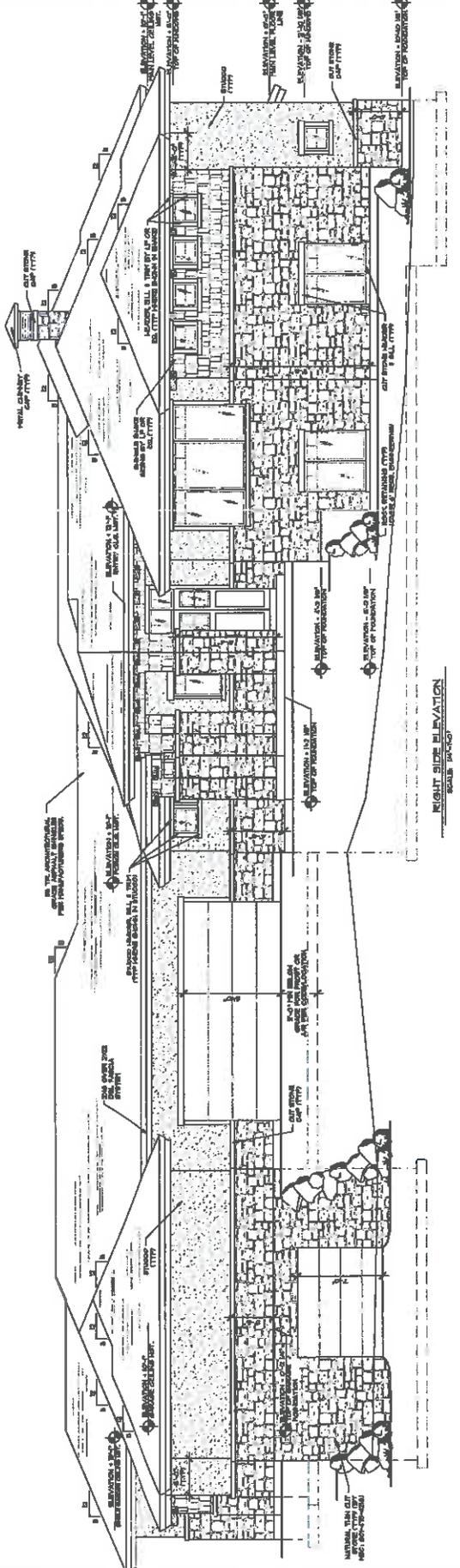
FRONT / RIGHT SIDE ELEVATIONS

DATE: 6/24/2016
 DRAWN BY: T. BROWN
 CHECKED BY: M. LITTLE
 SHEET NO.: 4 OF 16

**BID COPY ONLY
 NOT FOR
 CONSTRUCTION**



FRONT ELEVATION
 SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION
 SCALE: 1/8" = 1'-0"

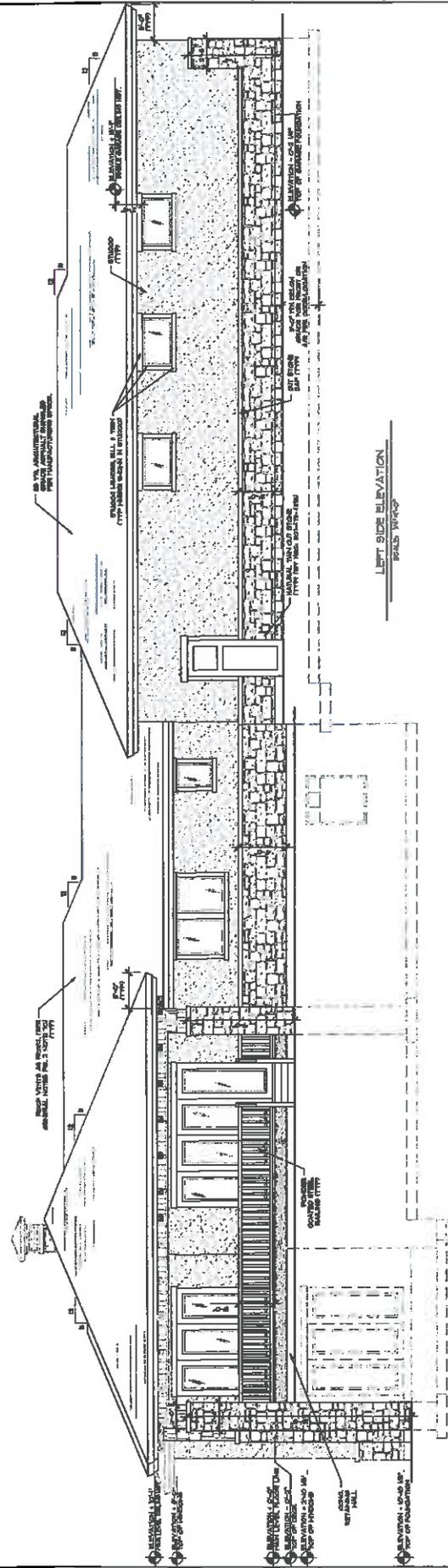
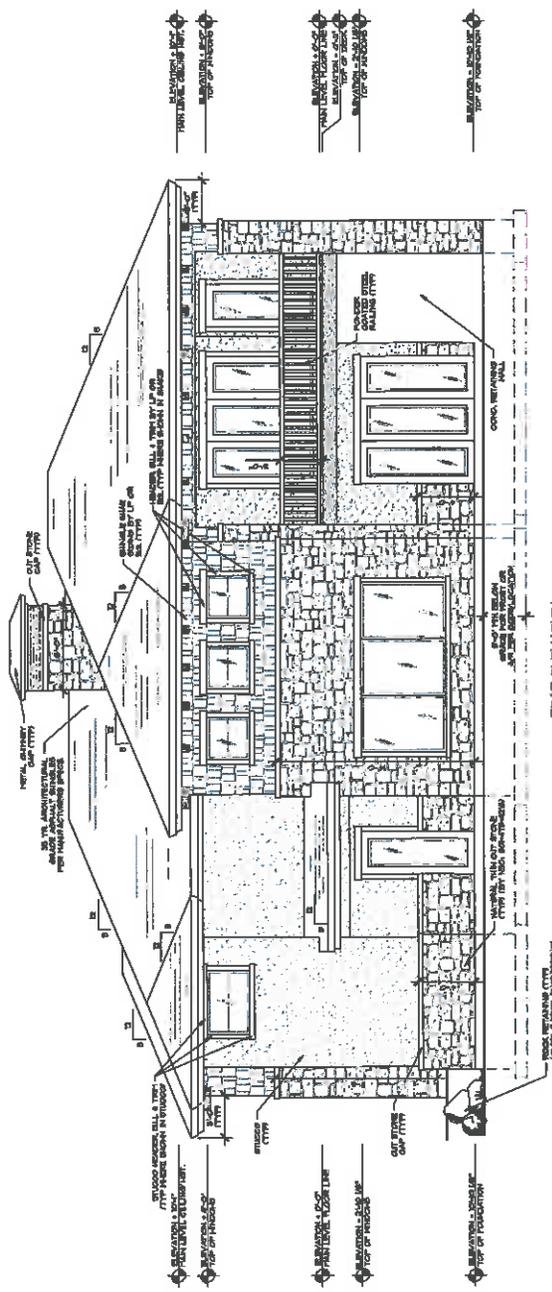
ALL DIMENSIONS UNLESS OTHERWISE NOTED SHALL BE IN FEET AND INCHES. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. ALL FINISHES SHALL BE AS NOTED. ALL MATERIALS SHALL BE AS NOTED. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC). ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES LOCATIONS. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. ALL MATERIALS SHALL BE STORED PROPERLY TO PREVENT DAMAGE. ALL WORK SHALL BE PROTECTED FROM WEATHER AND OTHER ADVERSE CONDITIONS. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE ARCHITECT. ALL WORK SHALL BE SUBJECT TO CHANGE ORDER PROCEDURES. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S GENERAL CONDITIONS OF CONTRACT. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S STANDARD SPECIFICATIONS. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S SCHEDULE OF VALUES. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S BIDDING DOCUMENTS. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S CONTRACT DOCUMENTS. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S GENERAL CONDITIONS OF CONTRACT. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S STANDARD SPECIFICATIONS. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S SCHEDULE OF VALUES. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S BIDDING DOCUMENTS. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S CONTRACT DOCUMENTS.

HABITATIONS
 RESIDENTIAL DESIGN GROUP
 COPYRIGHT 2016

REAR / LEFT SIDE
 ELEVATIONS

DATE: 11/11/16	SCALE: 1/8" = 1'-0"
DESIGNER: T. SUGGS	SCALE: 1/8" = 1'-0"
PROJECT: 14. STABLE	SCALE: 1/8" = 1'-0"
DATE: 6/24/2016	SCALE: 1/8" = 1'-0"
PROJECT: 14. STABLE	SCALE: 1/8" = 1'-0"
DATE: 6/24/2016	SCALE: 1/8" = 1'-0"
PROJECT: 14. STABLE	SCALE: 1/8" = 1'-0"
DATE: 6/24/2016	SCALE: 1/8" = 1'-0"
PROJECT: 14. STABLE	SCALE: 1/8" = 1'-0"

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 CONSTRUCTION



FARMINGTON, UTAH

ORDINANCE NO. 2016 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR .59 ACRES OF PROPERTY FROM AN OTR-F TO A LR-F ZONE LOCATED AT 306 EAST 100 NORTH

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

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

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

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

Section 1. Zoning Change. The property described in Application # Z-5-16, filed with the City, located at approximately 306 East 100 North, identified by portions of parcel numbers: 070270085, comprising .59 acres and as further described on Exhibit "A" and illustrated by Exhibit "B" attached hereto and by this reference made a part hereof.

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

Section 3. Effective Date. This ordinance shall take effect upon the approval of a subdivision application related to the subject property.

DATED this 18th day of October, 2016.

FARMINGTON CITY

H. James Talbot
Mayor

ATTEST:

Holly Gadd
City Recorder

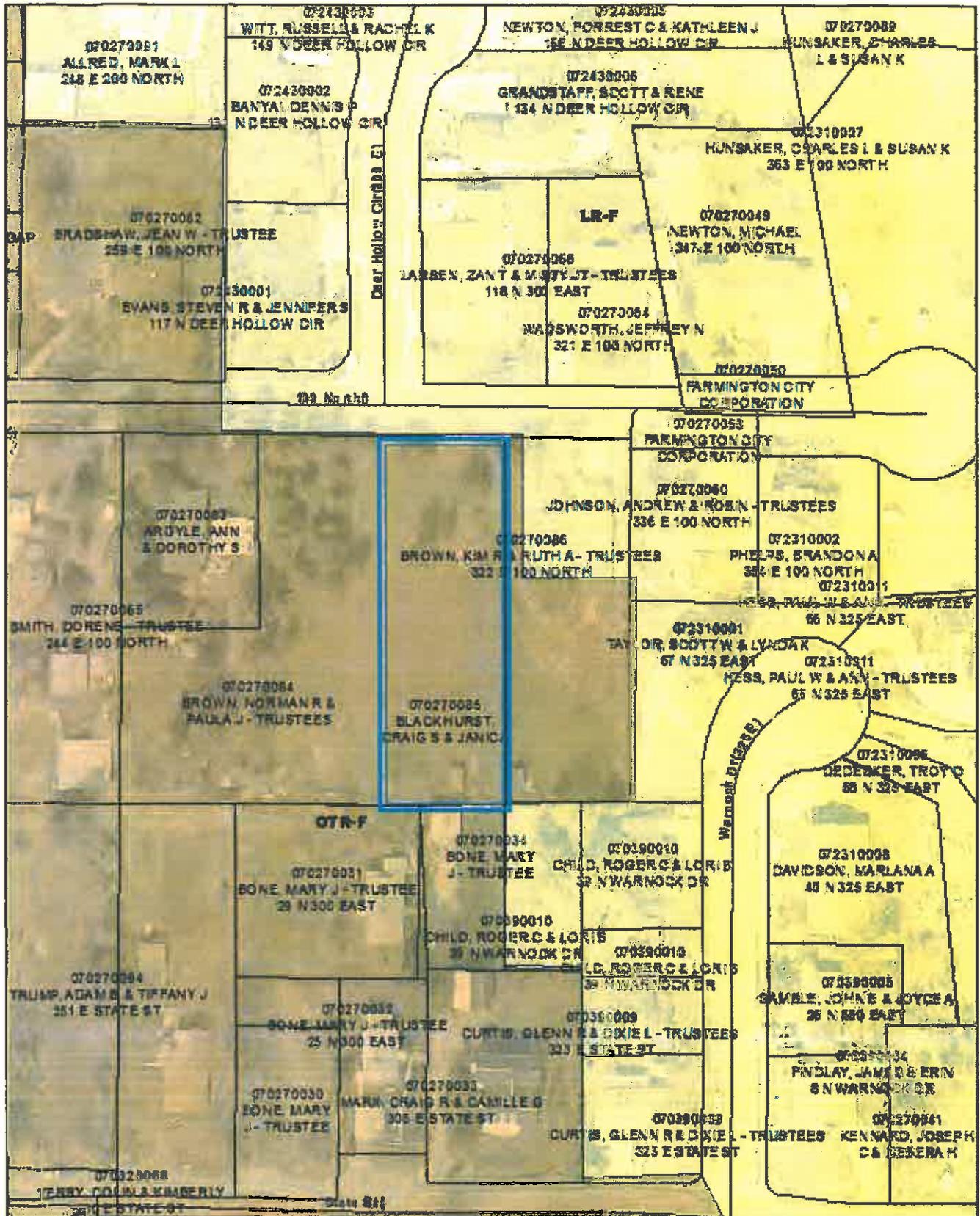
EXHIBIT "A"

PARCEL ID NO. 07-027-0085

Legal Description

BEG AT A PT WH IS N $89^{\circ}49'10''$ E 468.85 FT ALG THE 1/4 SEC LINE & N $0^{\circ}25'28''$ W 397.75 FT FR THE CENTER OF SEC 19-T3N-R1E, SLB&M; & RUN TH S $89^{\circ}25'25''$ W 92.81 FT ALG AN EXIST WIRE FENCE; TH N $0^{\circ}25'28''$ W 262.19 FT; TH S $89^{\circ}39'30''$ E 92.81 FT ALG THE S LINE OF 100 NORTH STR (A 60 FT WIDE RD); TH S $0^{\circ}25'28''$ E 260.70 FT TO THE POB. (LESS & EXCEPT ANY PORTION LYING WITHIN 100 NORTH STR). CONT 0.59 ACRES

EXHIBIT "B"



CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2016

SUBJECT: Minute Motion Approving Summary Action List

1. Farmington Park Phase 3 Subdivision Improvements Agreement
2. Pheasant Hollow Subdivision Improvements Agreement
3. Cabelas Improvements Agreement
4. Approval of Minutes from September 6, 2016
5. Approval of Minutes from September 20, 2016

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: Ken Klinker, Planning Department

Date: October 18, 2016

**SUBJECT: FARMINGTON PARK PHASE 3 SUBDIVISION IMPROVEMENTS
AGREEMENT RECOMMENDATION**

Approve the Farmington City Improvements Agreement (Cash Form) between Fieldstone Farmington Park, LLC and Farmington City for the Farmington Park Phase 3 subdivision.

BACKGROUND

The bond estimate for the Farmington Park Phase 3 subdivision was \$652,568.00 which included a 10% warranty bond. Fieldstone Farmington Park, LLC has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in that amount.

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

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Millheim
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between FieldStone Farmington Park, LLC. (hereinafter "Developer"), whose address is 12896 S. Pony Express Rd. #400, and Draper, UT 84620 Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Farmington Park Phase 3, located at approximately 1050 West Glovers Lane, 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 \$ 652,568.00.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 652,568.00 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

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 21st day of September, 20 16

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:



By: Kameron Spencer Fieldstone Farmington Park, LLC.

Its: Assistant Secretary

DEVELOPERS ACKNOWLEDGEMENT

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

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

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

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

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)
 :SS.
COUNTY OF _____)

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

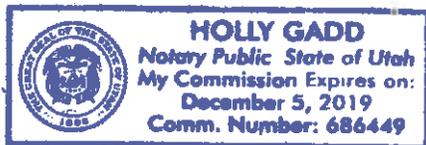
NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On this 21st day of September, 2016, personally appeared before me Kameron Spencer who being by me duly sworn did say that he or she is the Assistant Secretary of Fieldstone Farmington Park, LLC a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Holly Gadd
NOTARY PUBLIC
Residing in DAVIS County, Utah.



Farmington Park Phase 3
Bond Estimate
Revised 8-25-2016

Storm Drain								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
15" RCP Pipe (Includes Bedding and Fill)	1020	LF	\$ 38.00	\$19,380.00	0	0	0	
18" RCP Pipe (Includes Bedding and Fill)	410	LF	\$ 42.00	\$8,610.00	0	0	0	
21" RCP Pipe (Includes Bedding and Fill)	230	LF	\$ 44.00	\$5,060.00	0	0	0	
Standard Inlet Box	6	EA	\$ 2,000.00	\$6,000.00	0	0	0	
Combination Box	3	EA	\$ 4,500.00	\$6,750.00	0	0	0	
Manhole / Junction Box	4	EA	\$ 4,000.00	\$16,000.00	0	0	0	
SWPPP	1	LS	\$ 8,000.00	\$8,000.00	0	0	0	
Subtotal				\$69,800.00				
10% Warranty Bond				\$11,560.00				
Total				\$81,360.00				

Land Drain								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Land Drain	30	EA	\$ 2,000.00	\$60,000.00	0	0	0	
6" PVC SDR 35	950	LF	\$ 26.00	\$24,700.00	0	0	0	
8" PVC SDR 35	1140	LF	\$ 30.00	\$34,200.00	0	0	0	
10" PVC SDR 35	830	LF	\$ 34.00	\$28,220.00	0	0	0	
10" Check valve	2	EA	\$ 1,500.00	\$3,000.00	0	0	0	
Subtotal				\$150,120.00				
10% Warranty Bond				\$15,012.00				
Total				\$165,132.00				

Sanitary Sewer								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Connect to Existing	4	EA	\$ 4,000.00	\$16,000.00	0	0	0	
8" PVC SDR- 35	1770	LF	\$ 34.00	\$39,718.80	0	0	0	
Sewer Lateral	37	EA	\$ 1,500.00	\$55,500.00	0	0	0	
Manhole 4'	8	EA	\$ 3,500.00	\$28,000.00	0	0	0	
Manhole 5'	2	EA	\$ 4,000.00	\$8,000.00	0	0	0	
Subtotal				\$147,218.80				
10% Warranty Bond				\$16,768.00				
Total				\$163,986.80				

Culinary Water								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Connect to Existing	0	EA	\$ 3,000.00	\$0.00	0	0	#DIV/0!	
8" PVC C-900 DR 14 Culinary Water	2330	LF	\$ 34.00	\$52,285.20	0	0	0	
8" Valve	0	EA	\$ 1,800.00	\$0.00	0	0	#DIV/0!	
8" Fittings	0	EA	\$ 1,000.00	\$0.00	0	0	#DIV/0!	
Water Lateral	37	EA	\$ 1,300.00	\$48,100.00	0	0	0	
Fire Hydrant	7	EA	\$ 4,650.00	\$32,550.00	0	0	0	
Subtotal				\$132,935.20				
10% Warranty Bond				\$19,667.00				
Total				\$152,602.20				

Road Improvements								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Clear and Grub	0	LS	\$ 2,000.00	\$0.00	0	0	#DIV/0!	
Rough Grade	0	LS	\$ 20,000.00	\$0.00	0	0	#DIV/0!	
Sawcut Asphalt	2710	LF	\$ 3.15	\$8,536.50	0	0	0	
Curb and Gutter w/ Base	3650	LF	\$ 20.00	\$54,750.00	0	0	0	
Sidewalk w/ Base	17610	SF	\$ 5.00	\$88,050.00	0	0	0	
ADA Ramp	8	EA	\$ 1,200.00	\$9,600.00	0	0	0	
Road Monuments	6	EA	\$ 350.00	\$2,100.00	0	0	0	
12" Road Base	27240	SF	\$ 1.30	\$26,559.00	0	0	0	
3" Asphalt Road	27240	SF	\$ 1.65	\$33,709.50	0	0	0	
4" Asphalt Road (Glovers Lane)	12060	SF	\$ 2.20	\$26,532.00	0	0	0	
Subtotal				\$223,305.00				
10% Warranty Bond				\$31,314.00				
Total				\$254,619.00				

Total Bond				\$652,568.00				
			Warranty Amount	\$82,761.00				

Cash Deposits					
Item	Quantity	Unit	Unit Cost	Bond Amount	
Slurry Seal	39300	SF	\$ 0.20	\$7,860.00	
Street Signs	3	EA	\$ 300.00	\$900.00	
Street Lights	6	EA	\$ 3,200.00	\$19,200.00	



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: October 18, 2016

SUBJECT: PHEASANT HOLLOW SUBDIVISION IMPROVEMENTS AGREEMENT RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Pheasant Hollow Estates, LLC and Farmington City for the Pheasant Hollow subdivision.

BACKGROUND

The bond estimate for the Pheasant Hollow subdivision was \$315,387.99 which included a 10% warranty bond. Pheasant Hollow Estates, LLC has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in that amount.

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

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur ✓

Dave Millheim
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between Pheasant Hollow Estates, LLC (hereinafter "Developer"), whose address is 526 N. 400 W., N.S.L., UT. 84054, 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 Pheasant Hollow, located at approximately 35 East 700 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 \$ 315,387.⁰⁰.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 315,387.⁰⁰ 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 9th day of September, 2016

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

Pheasant Hollow Estates, LLC

By: _____

Its: Manager

DEVELOPERS ACKNOWLEDGEMENT

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

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Partnership)

STATE OF UTAH)
 :SS.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : SS.
COUNTY OF Davis)

On this 9th day of September, 2010, personally appeared before me Bruce Robinson who being by me duly sworn did say that he or she is the manager of Pheasant Hollow Estates, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Heather Marie Muir
NOTARY PUBLIC
Residing in Davis County County, Davis



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, _____

**Pheasant Hollow
Bond Estimate
Revised 8/30/2016**

Storm Drain								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
15" RCP SD Pipe (Includes Bedding and Fill)	250	LF	\$ 38.00	\$9,500.00	\$0.00	\$0.00	0%	
Standard Inlet Box	3	EA	\$ 2,000.00	\$6,000.00	\$0.00	\$0.00	0%	
Combination Box	1	EA	\$ 4,000.00	\$4,000.00	\$0.00	\$0.00	0%	
SD Manhole 5'/ Junction Box	2	EA	\$ 4,000.00	\$8,000.00	\$0.00	\$0.00	0%	
8" PVC SDR 35 YD Pipe	400	LF	\$ 34.00	\$13,600.00	\$0.00	\$0.00	0%	
Yard Drain 2' x 2' inlet box	5	EA	\$ 1,000.00	\$5,000.00	\$0.00	\$0.00	0%	
8" PVC SDR 35 LD Pipe	450	LF	\$ 34.00	\$15,300.00	\$0.00	\$0.00	0%	
LD 4' Manhole	3	EA	\$ 3,500.00	\$10,500.00	\$0.00	\$0.00	0%	
LD 5' Manhole	1	EA	\$ 4,000.00	\$4,000.00	\$0.00	\$0.00	0%	
LD Lateral	9	EA	\$ 1,300.00	\$11,700.00	\$0.00	\$0.00	0%	
SWPPP	1	LS	\$ 5,000.00	\$5,000.00	\$0.00	\$0.00	0%	
Subtotal				\$92,600.00		\$0.00		
10% Warranty Bond				\$9,260.00				
Total				\$101,860.00				

Sanitary Sewer								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
8" PVC SDR 35	355	LF	\$ 34.00	\$12,070.00	\$0.00	\$0.00	0%	
10" PVC SDR 35	705	LF	\$ 34.00	\$23,970.00	\$0.00	\$0.00	0%	
Manhole 4'	4	EA	\$ 3,500.00	\$14,000.00	\$0.00	\$0.00	0%	
Manhole 5'	5	EA	\$ 4,000.00	\$20,000.00	\$0.00	\$0.00	0%	
Sewer Lateral	10	EA	\$ 1,500.00	\$15,000.00	\$0.00	\$0.00	0%	
Subtotal				\$85,040.00		\$0.00		
10% Warranty Bond				\$8,504.00				
Total				\$93,544.00				

Culinary Water								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Connect to Existing	2	EA	\$ 4,000.00	\$8,000.00	\$0.00	\$0.00	0%	
8" PVC C-900 DR 14 Culinary Water	570	LF	\$ 30.00	\$17,100.00	\$0.00	\$0.00	0%	
8" Valve	4	EA	\$ 1,800.00	\$7,200.00	\$0.00	\$0.00	0%	
8" Fittings	4	EA	\$ 1,000.00	\$4,000.00	\$0.00	\$0.00	0%	
Water Lateral	10	EA	\$ 1,300.00	\$13,000.00	\$0.00	\$0.00	0%	
Fire Hydrant	1	EA	\$ 4,650.00	\$4,650.00	\$0.00	\$0.00	0%	
Subtotal				\$53,950.00		\$0.00		
10% Warranty Bond				\$5,395.00				
Total				\$59,345.00				

Road Improvements								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Clear and Grub	1	LS	\$ 7,500.00	\$7,500.00	\$0.00	\$0.00	0%	
Rough Grade	1	LS	\$ 10,000.00	\$10,000.00	\$0.00	\$0.00	0%	
Sawcut Asphalt	185	LF	\$ 3.15	\$582.75	\$0.00	\$0.00	0%	
Curb and Gutter w/ Base	685	LF	\$ 20.00	\$13,700.00	\$0.00	\$0.00	0%	
Sidewalk w/ Base 4'	2688	SF	\$ 4.70	\$12,633.60	\$0.00	\$0.00	0%	
ADA Ramp	2	EA	\$ 1,200.00	\$2,400.00	\$0.00	\$0.00	0%	
12" Road Base	2770	SF	\$ 1.50	\$4,155.00	\$0.00	\$0.00	0%	
3" Asphalt Road	2770	SF	\$ 1.50	\$4,155.00	\$0.00	\$0.00	0%	
Subtotal				\$55,126.35		\$0.00		
10% Warranty Bond				\$5,512.64				
Total				\$60,638.99				

Total Bond	\$315,387.99	Release	\$0.00
		Warranty	
		Remaining Amount	\$315,387.99
			\$28,671.64

Cash Deposits					
Item	Quantity	Unit	Unit Cost	Bond Amount	
Slurry Seal	2770	SF	\$ 0.20	\$554.00	
Street Signs	1	EA	\$ 300.00	\$300.00	
Street Lights	1	EA	\$ 3,200.00	\$3,200.00	



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: October 18, 2016

**SUBJECT: CABELAS IMPROVEMENTS AGREEMENT
RECOMMENDATION**

Approve the Farmington City Improvements Agreement (Letter of Credit Form) between Cabela's Wholesale, Inc. and Farmington City for the Cabela's Development.

BACKGROUND

The warranty bond estimate for the Cabela's development was \$28,981.00. Cabela's Wholesale, Inc. has submitted a Letter of Credit Improvements Agreement with Farmington City for a Standby Letter of Credit in this amount with an expiration date one year after the approval of this agreement. The Letter of Credit from US Bank National Association will be issued once the executed agreement is received. The improvements were installed previously under a previous Letter of Credit, 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**

(LETTER OF CREDIT FORM)

THIS AGREEMENT is made by and between Cabela's Wholesale, Inc. (hereinafter "Developer"), whose address is One Cabela Drive, Sidney, NE 69160, and Farmington City, 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 development to be known as Cabela's, located at approximately the intersection of Station Parkway and Park Lane in Farmington City, and

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

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

1. Installation of Improvements. The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which is attached hereto as Exhibit "B", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 0 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

2. Dedication. Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. Letter of Credit. Developer hereby delivers to the City an irrevocable, standby letter of credit in the total amount of \$ 28,981.00, which is attached hereto as Exhibit "A" (the "Credit"). The City may draw upon the Credit to its order as provided in Paragraph 4. The Developer hereby stipulates that the funds of the Credit are not subject to any adverse claim,

resulting trust, lien, or set-off. **The time period specified in the Credit shall exceed the time period specified in Paragraph 1 above by at least twelve months.**

4. **Drafts by City.** The City may draw upon the Credit only if, (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above, or maintained during the warranty period provided in Paragraph 24 of this agreement and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent. In either of these events, the City may draw under the Credit both (1) those amounts necessary to either complete the Improvements as required herein or alter or repair the Improvements to conform to the requirements hereof, and (2) an additional 15% of all other amounts withdrawn to compensate the City for any administrative, engineering, legal procurement, or other services incident to completion of the improvements. The City may draw upon the Credit by one or more sight drafts signed by the Mayor in the form attached as Exhibit "C", or by other instrument appropriate to the purpose. The parties hereby stipulate that the form of the appended sight draft is in all respects sufficient and without objection for the purpose of drawing upon the Credit.

5. **Release.** Upon final inspection and acceptance of all of the Improvements by the City, the City may authorize release of the Credit except 10% of the estimated cost of the Improvements which shall be retained in the Credit, or provided by other acceptable security, for the performance by the Developer of all warranty and other obligations of this Agreement and may be withdrawn by the City as provided in Paragraph 4 in the event of any default by the Developer. Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 24, the City shall in writing release the balance of the Credit or other security.

6. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that delivery of the Credit as herein provided, and any draft(s) upon the Credit by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in Paragraph 1 above, and the right of the City to draw upon the Credit 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 draws upon the Credit and performs or causes to be performed the installation required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City pursuant to the Credit shall be paid by the Developer, including administrative, engineering, legal, and procurement fees and costs.

7. **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 covered under this agreement to the City's systems and shall thereafter utilize and maintain such Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

8. **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 ordinances and resolutions of the City shall be paid to the City by the Developer prior to inspection.

9. **Ownership.** Any 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.

10. **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 Credit until drawings have been provided to the City.

11. **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.

12. **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.

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

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

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

16. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such

counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

17. **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.

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

19. **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.

20. **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.

21. **Other Bonds.** This Agreement and the Credit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over the 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 Credit as provided herein.

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

23. **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.

24. **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 workmanship, materials, and/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 27th day of September, 2016.

CITY:

FARMINGTON CITY CORPORATION

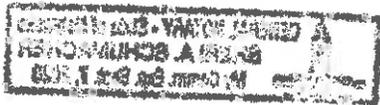
H. James Talbot, Mayor

DEVELOPER:

By: [Signature]
Its: EV. P.

ATTEST:

Holly Gadd, City Recorder



DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
: ss.
COUNTY OF _____)

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

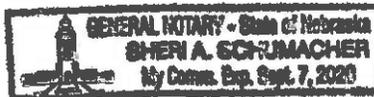
NOTARY PUBLIC
Residing in _____ County, _____

(Complete if Developer is a Corporation)

STATE OF NEBRASKA)
: ss.
COUNTY OF Cheyenne)

On this 27th day of September, 2016, personally appeared before me Ralph Costner, who being by me duly sworn did say that he/she is the EVP of Cabela's Wholesale, Inc a Nebraska 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.

Sheri A. Schumacher
NOTARY PUBLIC
Residing in Cheyenne County, Nebraska



(Complete if Developer is a Partnership)

STATE OF UTAH)
: ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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 Davis County, Utah

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

SIGHT DRAFT

To Drawee

_____, Utah _____

Pay To The Order Of FARMINGTON CITY CORPORATION on sight the sum of
_____ Dollars (\$ _____) drawn against
Account No. _____.

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

EXHIBIT B
Cabela's
Bond Estimate
Revised 4-9-2015

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

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

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

Road Improvements

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Sawcut Asphalt	900	LF	\$ 3.15	\$ 2,835	0	0	0
Curb and Gutter w/ Base	400	LF	\$ 20.00	\$ 8,000	0	0	0
Sidewalk w/ Base	6900	SF	\$ 4.70	\$ 32,430	0	0	0
ADA Ramp	4	EA	\$ 1,200.00	\$ 4,800	0	0	0
12" Road Base	3428	SF	\$ 1.20	\$ 4,114	0	0	0
4" Asphalt Road Patching	3428	SF	\$ 4.00	\$ 13,712	0	0	0
Subtotal				\$ 65,891			
10% Warranty Bond				\$ 6,589			
Total				\$ 72,480			
Total Bond				\$ 310,792			

Cash Deposits

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



September 28, 2016

Farmington City
Attn: Ken Klinker
160 S Main
Farmington, UT 84025

Dear Mr. Klinker:

Enclosed please find a copy of the agreement we discussed reflecting a new standby letter of credit in the amount of \$28,981.00, covering the required warranty bond amounts indicated in exhibit B.

If you would please have this executed on your end and return to me I'll then have the new standby letter of credit issued to Farmington City. If you'd like to expedite the issuance feel free to send me a scanned copy of the executed agreement.

Please let me know if you have any questions.

Sincerely,

David Siler

Sr. Manager Accounting Shared Services
Cabela's, Inc.
david.siler@cabelas.com
308.255.2686

FARMINGTON CITY COUNCIL MEETING
September 6, 2016

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton,, Brigham Mellor, Cory Ritz City Manager Dave Millheim, Assistant City Manager Keith Johnson City Development Director David Petersen, Associate City Planner Eric Anderson, Development Specialist Seth Townsend, Parks and Recreation Director Neil Miller, Pool Manager Silvia Clark, Wood Homes Representative Scott Harwood, Citizen Arlene Buttingfield City Recorder Holly Gadd and Recording Secretary Katie Gramse.

Presentation of Trails Guide and Recommendation of New Committee Member

Mayor Jim Talbot said the City just finished the ribbon cutting ceremony on the new Farmington City gymnasium this week. A few months ago questions have been arising concerning the difference between a gymnasium and a recreation center and whether or not the City is planning on putting in a year-round swimming pool.

Neil Miller introduced the Council and Staff to **Silvia Clark** who oversaw Layton's surf and swim center and what a wonderful job she has done in also overseeing the Farmington pool during the summer. **Neil Miller** thanked **Silvia Clark** for putting the numbers together for the staff report and suggested she explain to the Council her results.

Silvia Clark said that the Farmington pool is currently 20 years old and suggests to wait until the City has an extra million and a half dollars to pursue an indoor swimming pool. She suggested that adding on to the current outdoor facility or improving onto the existing space would be a better option. **Silvia Clark** also explained that during the winter months the citizens do not usually think about swimming and the pool would not be used as much and would not be as cost effective at this point. There is significant cost involved and the numbers do not include installation and site construction. The bubble that would enclose the pool would have to be removed every summer and stored somewhere.

The City Council and Staff concluded to put a hold on any further action on a new indoor pool, but would like to put this action in the tickler file to bring up this information when the timing would be more pertinent.

Brett Anderson arrived at 6:24pm

Consideration of Adoption of a Resolution to (A) Finance the Costs of Curb, Gutter, Sidewalk and Roads, along with Asphalt Extensions from the Existing Road and all other Miscellaneous Work Necessary to Complete the Improvements in a Proper and Workmanlike Manner; (B) Defray the Cost and Expenses of such Improvements by Assessments to be Levied against the Properties Benefited by such Improvements; and (C) Provide Notice of Intention to Designate a Proposed Assessment Area; to Authorize such

Improvements; and to fix a Time and Place for Protests against such Assessment Area and its Assessments; and Related Matters

Dave Millheim said this is a perfect time to use the extension agreements. There are reasons to use these extension agreements to improve this City. It is important to clarify that this Council has not made a firm decision on what action to take. However, everyone knows that something does need to happen and a change needs to be put in place. Tonight is only a step in moving this process along the scheduled time line to proceed in further action.

Mayor Jim Talbot said that he would not open tonight up for a public hearing. However, he would like to see this action move toward a public hearing in the near future, so that the Council can hear verbally what the community has to say and gain their feedback.

All Council members are concerned about sending too much information out to the public too fast, but **Dave Millheim** said that it is important to have public input and show the residence that this curb and gutter and road do need to be improved and this is the option we have now. Farmington City has recently been awarded a grant, the amount of the grant is still unknown. The money earned from this grant will go towards the property owners expense.

REGULAR SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz City Manager Dave Millheim, Assistant City Manager Keith Johnson City Development Director David Petersen, Associate City Planner Eric Anderson, Development Specialist Seth Townsend, Wood Homes Representative Scott Harwood, City Recorder Holly Gadd and Recording Secretary Katie Gramse.

CALL TO ORDER:

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

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

Mayor Jim Talbot welcomed the youth city council members **Amber Stratford** and **Alyssa Wood**.

PRESENTATIONS:

Presentation of Trails Guide and Recommendation of New Committee Member

Ron Robison 19 North Country Bend, Farmington, Utah. He passed out a trails guide book to all members of the City Council and some staff. The book is lined with GPS and has

detailed fold out map that show the City and mountains. The trail guide book is made out of linen so it is UV protected.

Ron Robison thanked the Council for what they have done to for the trails in this community and helped in the process of making the trails so nice. Farmington City currently has 147 miles and **Ron Robison** and his staff have set a goal to reach 160 miles of trails so that every neighborhood might have access to a trail. **Ron Robison** said the trail committee was excited to have an election year and they nominated **Jared Poulson** to join their committee.

Mayor Jim Talbot thanked **Ron Robison** and staff for their hard work on the trail commission. **Mayor Jim Talbot** encouraged the public to volunteer and serve in the community. If anyone would like to purchase a trail guide book they will be found in front office on the main floor for your purchase of \$15.

Motion:

Doug Anderson moved the City Council to accept **Jared Poulson** as a member of the trail committee for a 3-year term. **Brigham Mellor** seconded the motion, which was unanimously approved.

PUBLIC HEARING:

Park Lane Commons Phase IV Schematic Plan and Plat Amendment

Eric Anderson explained that the proposal of the Park Lane Commons Phase II is part of a parcel and the City Developer would like to subdivide the parcel and make it into 2 lots. This parcel is both a plat amendment and part of a subdivision. Staff would like to be sure that when Market Street is developed later it will be built for the full extent and an extension agreement will be put into place. The applicant was asking that the pedestrian access easement be vacated and the easement be removed, but the staff would prefer to leave the easement for when Market Street is developed.

Other improvements are being made around Western States Assisted Living Facility which is part of the phase III process. This developed area includes the storm water. The City engineer said the storm water system has not been constructed yet. The City added a condition to take care of the system before any building permits be put in place.

Scott Harwood 33 South Shadow Breeze Road, Kaysville, Utah. The applicant would like to have some clarity concerning item number 4 on the conditions. **Scott Harwood** feels it is not necessary to move the pipes from the Assisted Living facility because it is not part of the same system as the rest of the structures. The staff member over this City project is on family leave and was not able to make it to tonight's meeting to provide further information to applicant. **Eric Anderson** felt that if the applicant still had questions concerning this project they may table it for tonight's meeting. **Scott Harwood** felt it would be best to table this plan for when he can gain more clarity.

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

No comments were received.

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

Motion:

John Bilton made a motion to table this Park Lane Commons Phase IV Schematic Plan and Plat Amendment to a later date to gain clarity on item 4 that is proposed in the staff report.

Cory Ritz seconded the motion, which was unanimously approved.

OLD BUSINESS:

Consideration of Adoption of a Resolution to (A) Finance the Costs of Curb, Gutter, Sidewalk and Roads, along with Asphalt Extensions from the Existing Road and all other Miscellaneous Work Necessary to Complete the Improvements in a Proper and Workmanlike Manner; (B) Defray the Cost and Expenses of such Improvements by Assessments to be Levied against the Properties Benefited by such Improvements; and (C) Provide Notice of Intention to Designate a Proposed Assessment Area; to Authorize such Improvements; and to fix a Time and Place for Protests against such Assessment Area and its Assessments; and Related Matters

Keith Johnson explained to the City Council and audience that this particular Special Assessment Area (SAA) in west Farmington have been impacted greatly over the last several years. There have been many new developments being constructed including the schools, City Start Building, park and gymnasium. Staff was directed to make a plan to get these roads completed. The plan has been made to have the City pay a major portion of the road infrastructure, the School District pay for their portion, and then have each of the property owners surrounding this particular area pay for the curb and gutter, sidewalks and asphalt extensions in front of their property. The process to do this decision is to have a Special Assessment Area. This area needs to be improved for the safety of the pedestrians and traffic that will be coming and going from the schools and other developments. Many of these property owners have extension agreements signed by them or previous property owners and these documents are recorded by the City against the land. The extension agreements say whenever the City deems it necessary to make improvements the property owner would need to pay for them. The staff brought these agreements and the decision for payment to the City Council and they wanted to proceed in this process for enhancing this area.

Tonight is an intent resolution and is the first step in the Special Assessment process in a 30 plus step process. If the City Council agrees to pass the resolution tonight the next step is to pass out a notice to every property owner who lives in this designated area on the map and provide them on what is being proposed. The staff decided to meet and hold meetings regarding the City's intent and the staff wanted to be upfront and let the property owners know this might be coming. The SAA makes it possible for the property owners to pay over a 10-year period. As

the staff got into the cost of this project, they only got a construction bid of 159 to 160 per linear foot. This cost is high on purpose and only an estimate. The property owners were given a high estimate bid from the City so the owners would have something to evaluate.

The City will offer two different financing options. One option is, a new construction loan, the second option is interim warrant financing. This loan option has a 10% reserve fund which the bond requires the property owner to have so they know it will be paid off. The first payment the property owners would have to make is not until the year 2019 if the City decides to proceed along this process of construction.

Keith Johnson said the City has applied for several grants and the City has received at least one grant through UTA which included mainly sidewalks and bike lanes which is part of the asphalt extensions, but the exact portion Farmington City collects is still unknown. All grants that will be received will solely be given to the property owner's assessments. **Dave Millheim** and **Mayor Jim Talbot** have met several times with the County regarding Proposition 1 money, which is new sales tax revenue money that the County and City receives. There will be many other cities attending this high school and it is important that Farmington City looks at all options to reduce this cost. However, the County has not yet determined how they will spend their money. Farmington City staff is suggesting the residents of this area to sign and send in a petition to the County regarding this significant issue in hopes to acquire more funding. Another grant has been applied for, which is the safe routes to school grant. If this grant is received it will help with the cost of sidewalk construction.

John Bilton said it is important to clarify exactly what the council is voting on tonight. This is a process that is required by state law and statute. The City Council is not creating a final decision of the SAA but it creates a formal intent to gather all data and information and the vote is on an intention to move along this process. Farmington City is expanding and changing and this SAA is a difficult issue to be considered. **Dave Millheim** said if the Council votes in favor of moving along this process tonight, it is important the residence are staying involved and attend meetings, read the staff report which has the steps and notifications that are involved in this process. If the residents of the community would like to protest at the public hearing, every protest must be in written form. The City needs to have 60% of the votes from the property owners in favor of this process or it does proceed according to the City Attorney. The majority of the individuals who have an extension agreement and signed it or their predecessors signed the document, has surrendered their right to protest and it will not count. However, those individuals who do not have an extension agreement, their vote will count. It is not a one-man vote rule under state code, it is based on the value of the property assessment. The right to protest is based on the amount it may impact an individual.

Cory Ritz asked to have the Consideration of Adoption of a Resolution be modified before the Council votes on it tonight adding "a portion of" in (B). He asked that it be read as follows. (A) Finance the Costs of Curb, Gutter, Sidewalk and Roads, along with Asphalt Extensions from the Existing Road and all other Miscellaneous Work Necessary to Complete the Improvements in a Proper and Workmanlike Manner; (B) Defray a portion of the Cost and Expenses of such Improvements by Assessments to be Levied against the Properties Benefited by such Improvements; and (C) Provide Notice of Intention to Designate a Proposed Assessment

Area; to Authorize such Improvements; and to fix a Time and Place for Protests against such Assessment Area and its Assessments; and Related Matters. Also, **Brett Anderson** would like to change the word “will” in Section 1 to the word “may.”

Johnathon Ward 1st South Main Street 18th floor, Salt Lake City, Utah. He said this amendment that the bond commission wrote up would be acceptable to change as per Council Members **Cory Ritz** and **Brett Anderson** suggested. **Johnathon Ward** will relay these changes to the bond attorneys.

Motion:

Cory Ritz made the motion that the City Council approve the consideration of adoption of a resolution to (A) Finance the Costs of Curb, Gutter, Sidewalk and Roads, along with Asphalt Extensions from the Existing Road and all other Miscellaneous Work Necessary to Complete the Improvements in a Proper and Workmanlike Manner; (B) Defray a portion of the Cost and Expenses of such Improvements by Assessments to be Levied against the Properties Benefited by such Improvements; and (C) Provide Notice of Intention to Designate a Proposed Assessment Area; to Authorize such Improvements; and to fix a Time and Place for Protests against such Assessment Area and its Assessments; and Related Matters. Also, to change the word “will” to “may” in Section 1. **Doug Anderson** second motion, which was unanimously approved.

Reconsideration of Proposed Management Plans for Conservations Easements

Cory Ritz was concerned that since this action was voted on and passed in April, action has not yet been applied from the staff from the proposed management plan. **Dave Millheim** said during this staff meeting in April the Council members were not voting on whether they may or may not choose to adopt these changes but it was to move forward and consider the adoption of 6 detailed steps.

The Council members, excluding **Cory Ritz**, were apprehensive about making further action on this management plan currently. The Council does not want to make UDOT harder to work with. They are still unsure the direction of the legislature and where they will put the freeway and if action is taken by the staff, the Council is afraid the City will not be able to go back from that position.

Dave Millheim asked to have another vote tonight concerning this matter to clarify to the staff and himself on what actions to take in the future.

Motion:

Brigham Mellor made the motion that the City Council include that due to the circumstances from April 2016 to Sept 2016 we as a Council are directing staff to stay in a holding pattern related to revising the management plans until otherwise directed. **Doug Anderson** second the motion, **Brett Anderson** and **John Bilton** voted in favor of it: **Cory Ritz** voted to deny it. The motion passed on a 4-1 vote.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

1. Adoption of the 2015 Building Codes
2. Amendment to Community Development Block Grant (CDBG) Agreement with Davis County
3. Approval of Minutes for August 2, 2016

Motion:

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

GOVERNING BODY REPORTS:

City Manager Report- Dave Millheim

1. Executive Summary for Planning Commission held on August 18, 2016
2. Fire Monthly Activity Report for July is found in the staff report.
3. Discussion of Draper TOD Project- **Dave Millheim** and **Mayor Jim Talbot** took a tour of Boyer Company, the development that is in Draper. This project is not exactly like Farmington but has similarities to what the City would like to put in. It is important to notice the pros and cons of this project as well as what is going in at Thanksgiving Point. **Dave Millheim** wanted the Council to be aware of this construction and surrounding area and to gain understanding as to what they feel might be best to build in Farmington.
4. U of U Impact Fee Challenge- The University of Utah is still concerned about their impact fees. **Dave Millheim** and **Mayor Jim Talbot** are meeting with them tomorrow and going over this challenge. **Dave Millheim** said he is apprehensive about giving impact fee waivers without data to justify credits.
5. Arson Task Force- Farmington City has had roughly 12 arson fires in the last several weeks. Unfortunately, they are escalating from bushes to homes to mountains. The fire department has been great and have been able to handle and contain each of these fires thus far. Chief Smith felt the City police and fire department should come together because the fires are involving multiple jurisdictions and multiple parties. All parties are communicating with each other and keeping each other informed.

Mayor Jim Talbot

1. UCLT Conference is held on September 14th, 15th, and 16th all Council members should have registered with **Holly Gadd**.
2. The wildlife education center is having its ground breaking on September 8th at 10:00am. The building is expanding their classrooms to a permanent education facility.
3. On September 20th at 5:00 the Council members have their photoshoot to update their current picture.

City Council Minutes – September 6, 2016

4. September 8th is the Hyatt open house grand opening from 5:00-7:00pm and the ribbon cutting is on the 9th also from 5:00-7:00.
5. He told of the Council Shooting Day tomorrow night September 7th. The Chief of the Police requested for the Councils participation.

Council Member - Brett Anderson

1. Was elated over the new trail guide book that was passed out. The GPS features will be a great addition. The trail committee worked really hard and did a fantastic job.

Council Member – Cory Ritz

1. Would like to set up the microphones and projector screen prior to the invocation and pledge of allegiance in hopes to not distract from what is being said.

Council Members **Doug Anderson, John Bilton, and Brigham Mellor** did not have anything to report at this time.

ADJOURNMENT

Motion:

At 9:41 p.m., **Doug Anderson** made a motion to adjourn the meeting. **Brigham Mellor** seconded the motion, which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation

FARMINGTON CITY COUNCIL MEETING

September 20, 2016

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz City Manager Dave Millheim, City Engineer Chad Boshell, City Development Director David Petersen, Haws Company Representative Scott Harwood, City Recorder Holly Gadd and Recording Secretary Katie Gramse.

The Council members began their work session at 5:00 p.m. tonight because the Council members' photographer was late to the appointed time. Instead, the Council decided to proceed and begin the Work Session and the photographer took the Council's pictures at 6:00 p.m.

GOVERNING BODY REPORTS:

City Manager Report- Dave Millheim

1. **Dave Millheim** reminded the Council members that on October 4th there will be a closed meeting for potential property acquisition in advance of the SAA public hearing.

Mayor - Jim Talbot

1. **Mayor Jim Talbot, Dave Millheim,** and Todd Godfrey met with University of Utah Medical's representative and their attorney regarding impact fees. The City and the University of Utah medical concluded their meeting on agreeing that the University will pay the City \$725,000. The University then will make a voluntary donation of \$50,000 to the park and another donation of \$150,000 to the round-about.
2. Thanked all Council Members who attended the UCLT conference.
3. The U of U Medical Center is opening on October 4, 2016.
4. The new Mercedes building is having their opening on October 20, 2016

Council Member – John Bilton

1. Wanted to bring to the Council Members' attention that there is a potential offer of the Ally Rose historical home. A final decision was not made at this time concerning this home.

Council Member – Cory Ritz

1. Received a letter from the residents who live on 650 West, 1100 South, and 500 South which is in the area surrounding the new Elementary School and High School in west Farmington. The residents signed a letter requesting the City to lower the

speed limit on these particular streets from 35 mph to residential speed of 25 mph due to the increase volume of driveways and speed traffic. **Brigham Mellor** thought it might be a good idea to ask the traffic engineer if it would be a feasible idea to pursue this option. The Council decided to have specific City officials take a look at this requested letter and see what recommendations they may have before the Council decides on decreasing the speed.

Council Members **Brett Anderson**, **Doug Anderson** and **Brigham Mellor** did not have anything to report at this time.

Brigham Mellor left the work session at 6:15 p.m.

David Petersen explained to the Council of the importance of upcoming APA Conference. He said this conference will be very beneficial to Farmington City and its progression. There will be approximately 250 planners attending this conference. The conference will be 2 days, having multiple mobile tours along with concurrent sessions. There will be a keynote speaker Dave McAdams attending. He encourages all to attend.

Park Lane Commons Phase IV Schematic Plan and Plat Amendment

David Peterson said 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 where parcel 401 is located.

The Planning Commission gave schematic plan approval for it and they are recommending the same as the City. This is a minor plat because it does not involve a Right of Way (R.O.W.) dedication and it is also a plat amendment because the City will be overlaying a plat over the old Phase II and the portions underneath will be gone and will be incorporated into part of this subdivision.

Chad Boshell mentioned that the Park Lane Commons Phase IV Schematic Plan and Plat Amendment was tabled last meeting on September 6, 2016 due to the applicant having questions concerning condition #4. When the City approved Phase III, the approval process was also in place where the Assisted Living Facility is located these lots are known as 302 and 303. There was a storm drain that ran underneath both lots and the drain needed to be relocated and the pipes needed to change. The Assisted Living Facility completed their storm drain on lot 302 but lot 303 has not yet been finished. The facility has taken this project under their construction to complete it but it has not been finished yet. The City put in condition #4 so if a new owner wanted to purchase lot 303 the City would not issue a building permit until the storm drain lines were relocated and the City reviewed the site plans. At that point the Haws Company would then be the ones to move the storm lines.

On the South Side of the lot 303, where the future Market Street will be located, they have an extension agreement placed that the road would not include water and sewer to be extended down that line. However, those two utilities do not impact the other lots fronting Station Park Way. The City recommends that when the applicant needs a building permit fronting Station Park Way the applicant may need to amend the extension agreement to have utilities on the south side of the building.

Chad Boshell said that the condition #4 will be modified to no site plan shall be reviewed for Park Lane Commons Phase IV until the storm drain line on lot 303 has been relocated per the drawings and that the sewer and water lines on the south side of the lot 303 have been added to the extension agreement. The Council members and Scott Harwood were all in agreement.

REGULAR SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Cory Ritz City Manager Dave Millheim, City Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Katie Gramse. Council Member Brigham Mellor was excused.

CALL TO ORDER:

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

The invocation was offered by **Mayor Jim Talbot** and the Pledge of Allegiance was led by **Gehrig Davis** a member of the Boy Scouts of America troop 1545.

Mayor Jim Talbot welcomed the youth city council members **Cameron Barnson** and **Cooper Barnson**.

OLD BUSINESS:

Park Lane Commons Phase IV Schematic Plan and Plat Amendment

Mayor Jim Talbot mentioned that the Council went over this Amendment during the last City Council Meeting held on September 6, 2016. This was tabled that evening due to the applicant needing to clarify condition #4.

David Peterson said this 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. 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 where parcel 401 is. Also, an off sight storm drain currently services in lot 302 and 303 and has been tied to this approval process. The storm drain will be relocated prior to the City to review the site plan.

Motion:

Cory Ritz move the City Council to approve the Schematic Plan and Plat Amendment subject to hold applicable with the Farmington City ordinances and development standards with 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;

Condition #4 should read as no site plan shall be reviewed for Park Lane Commons Phase IV until the storm drain line on lot 303 has been relocated per the drawings and that the sewer and water lines on the south side of the lot 303 have been added to the extension agreement. **John Bilton** second the motion, which was unanimously approved.

PRESENTATIONS:

Update from Miss Farmington

Was unable to make it tonight and asked to reschedule for a later meeting.

SUMMARY ACTION:

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

Motion:

Brett Anderson made a motion to approve the summary action list 1-6. **Doug Anderson** second the motion, which was unanimously approved.

John Bilton was not in attendance on August 16, 2016 during the City Council meeting and therefore he did not place his vote on this item tonight.

Mayor Jim Talbot mentioned to the City Council of the Clark Lane Village License Agreement for a Playground. The Council wanted the building developer to come and explain more details to them before they preceded any further.

Motion:

Cory Ritz made the motion that the City Council table Clark Lane Village License Agreement for a Playground for tonight **John Bilton** second the motion, which was unanimously approved.

ADJOURN

Motion:

At 7:20 p.m., **Doug Anderson** made a motion to adjourn the meeting. **Brett Anderson** seconded the motion, which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2016

**SUBJECT: West Farmington Trails and Sidewalks along Collector Streets
(Discussion Only)**

ACTION TO BE CONSIDERED:

See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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: October 18, 2016

SUBJECT: **WEST FARMINGTON TRAILS AND SIDEWALKS ALONG COLLECTOR STREETS (DISCUSSION ITEM ONLY)**

REQUEST

Upon review by the Mayor and City Council of the issues set forth in the background information below (and any other issue that may be raised by the governing body not included in the background information), staff is seeking guidance and direction regarding the overall street side treatment issues in west Farmington.

In 1996, the City adopted an objective in its General Plan to allow equestrian trails on one side of collector streets in west Farmington and sidewalks on the other side. In 1998, however, the Council modified this objective whereby the equestrian trail concept was replaced by an 11' + wide "multi-use" trail.

- A. **QUESTION:** Should the City amend its 1998 policy and provide, or cause to developers/property owners to provide, sidewalk on one side of major and minor collector streets and an equestrian trail only on the other side consistent with the 1996 amendment? [note: if the answer to this question is yes, the City can still install such equestrian trails now and in the future in a very significant way (see enclosed map)].

IF NO

Issues:

- Will those who own and maintain horses move from west Farmington and will the area lose its ambiance?
- Will the City Council be satisfied with the more suburban look an all sidewalk scenario will provide? (If sidewalks are done on both sides).

IF YES

Issues:

- Will the adjacent property owner be responsible for weed control, removal of debris, etc. [note: in a sidewalk/parkstrip scenario the adjacent property owner is responsible for weed removal and debris].
- Once poured, except for shaving off raised portions of concrete from time to time, a sidewalk can remain in place for decades (unless cracked by a contractor, etc.). Equestrian paths may be subject to erosion. How often must the up-keep be done on such paths, and who is responsible?
- Are there any SWPPP issues that the City should be aware of?
- What is a typical width for an equestrian trail?
- Can Equestrian trails and street trees exist on the same side of the road?
- Possible risk: If the community continues to become more suburban and equestrian paths become un-used despite best efforts otherwise, will a future City Council bemoan past City Council decisions if sidewalks were not installed in the first place?—because under this scenario the future City Council may have to replace equestrian facilities from monies generated from the general fund at greater cost to the tax payer.
- Are there any ADA issues regarding Equestrian trails?

B. QUESTION: Should the City continue its 1998 policy of 11' + multi-use trails on one side of collector streets and sidewalks on the other, even though some sidewalks have already been installed inconsistent with this policy?

IF NO

Issues:

- Other options may be more attractive.

IF YES

Issues:

- Is the space set aside for side treatments on the City's typical collector street cross section wide enough to accommodate equestrians too?
- What is a reasonable width for the pedestrian/bicycle portion of such facilities? Is it more expensive (or less) to construct than a sidewalk?
- If constructed of asphalt, is the long term maintenance thereof of multi-use pat greater than concrete?
- The existing proposed cross section may not be that attractive—or add to ambiance of the community.

- C. **QUESTION:** Should the City amend the General Plan objective to provide allow for a sidewalk option on both sides of the street?

SUPPLEMENTARY INFORMATION

1. 1996 General Plan (GP) amendment (see attached).
2. Map showing existing situations not consistent with the 1996 GP amendment (see attached).
3. Map showing where in west Farmington collector streets can still be configured to allow sidewalk on one side and trail on the other (see attached).

The following are also attached:

4. 1998 GP amendment—Master Transportation Plan (MTP).
5. 1998 Farmington City Standards.
6. 2001 GP amendment.
7. 2005 GP amendment—MTP.
8. 2006 Farmington City Standards.
9. 2008 Farmington City Standards.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

1.

1996 GP Amendment

FARMINGTON CITY, UTAH

ORDINANCE NO. 96- 46

AN ORDINANCE AMENDING THE FARMINGTON CITY COMPREHENSIVE GENERAL PLAN RELATING TO A TRANSPORTATION PLAN FOR WEST FARMINGTON.

WHEREAS, it has been determined that to promote the orderly growth of Farmington City, to preserve property values, and to promote the health, safety, and general welfare of the residents of the City, the General Plan of Farmington City should be amended to provide a more specific transportation plan for West Farmington; and

WHEREAS, a detailed review has been made of the elements of the General Plan and the recommendations contained herein have been coordinated with the Existing Plan and emerging land uses within the community; and

WHEREAS, the Planning Commission has held public hearings in which these amendments were thoroughly reviewed and has recommended that this ordinance be approved by the City Council; and

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

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

Section 1. General Plan Amendment. Chapter 8 of the Farmington City Comprehensive General Plan is hereby amended as follows:

CHAPTER 8

TRANSPORTATION AND CIRCULATION

The circulation system within Farmington consists of streets, sidewalks, some pedestrian trails, railroads, mass transit, and two major highways. The circulation system is generally good in the central part of town but breaks down in outlying areas. The foothill areas create special challenges to circulation due to steep grades and the barriers created by the natural drainages flowing out of the mountains. Another critical problem is created by the fact that the two major highways running through the City, Interstate 15 and Highway 89, severely limit east/west circulation.

The Farmington City Major Street Plan provides for a network of collector, and arterial streets within the City. The plan identifies existing streets that should be improved to meet specified widths and standards necessary in order for these streets to function as needed. The plan also identifies recommended locations for future collector and arterial streets and designates Interstate 15 and Highway 89 for major improvements. In regards to alignments for future streets the Major Street Plan should be considered conceptual. Final alignments for future

Due to negative visual impacts and other degrading qualities, sound walls should not be considered for traffic noise abatement.

9. Atypical street standards should be implemented in West Farmington to better preserve and enhance the rural character of this area. Specific recommendations include the following (see Figures One through Four):

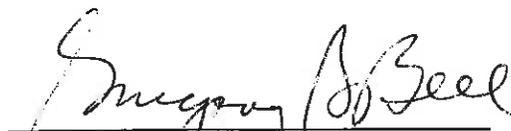
West Farmington Street Standards			
	Minor Arterial	Major Collector **	Minor Collector
R-O-W width	100 ft.	66 ft.	60 ft.
Width to back of curb	69 ft.	39 ft.	36.5 ft.
South and West Park Strip *	PVC Fence, 8' Equestrian path, and 7.5' planting strip/with trees	PVC Fence, 8' Equestrian path, and 7.5' planting strip/with trees	PVC Fence, 8' Equestrian path
North and East Park Strip	5' sidewalk, 10.5' (or flexible width) planting strip/with trees	5' sidewalk, 7' planting strip/with trees	5' sidewalk, 10.5' planting strip/with trees
* NOTE: On Clark Lane, the equestrian path shall be on the north side of the R.O.W. east of 1100 West and on the south side of the R.O.W. west of 1100 West. ** Note: Major Collector standards differ for 1100 West Street, see Fig. 4.			

Section 3. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 4th day of December, 1996.

FARMINGTON CITY

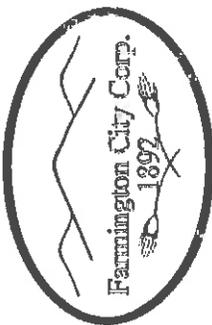


 Gregory S Bell, Mayor





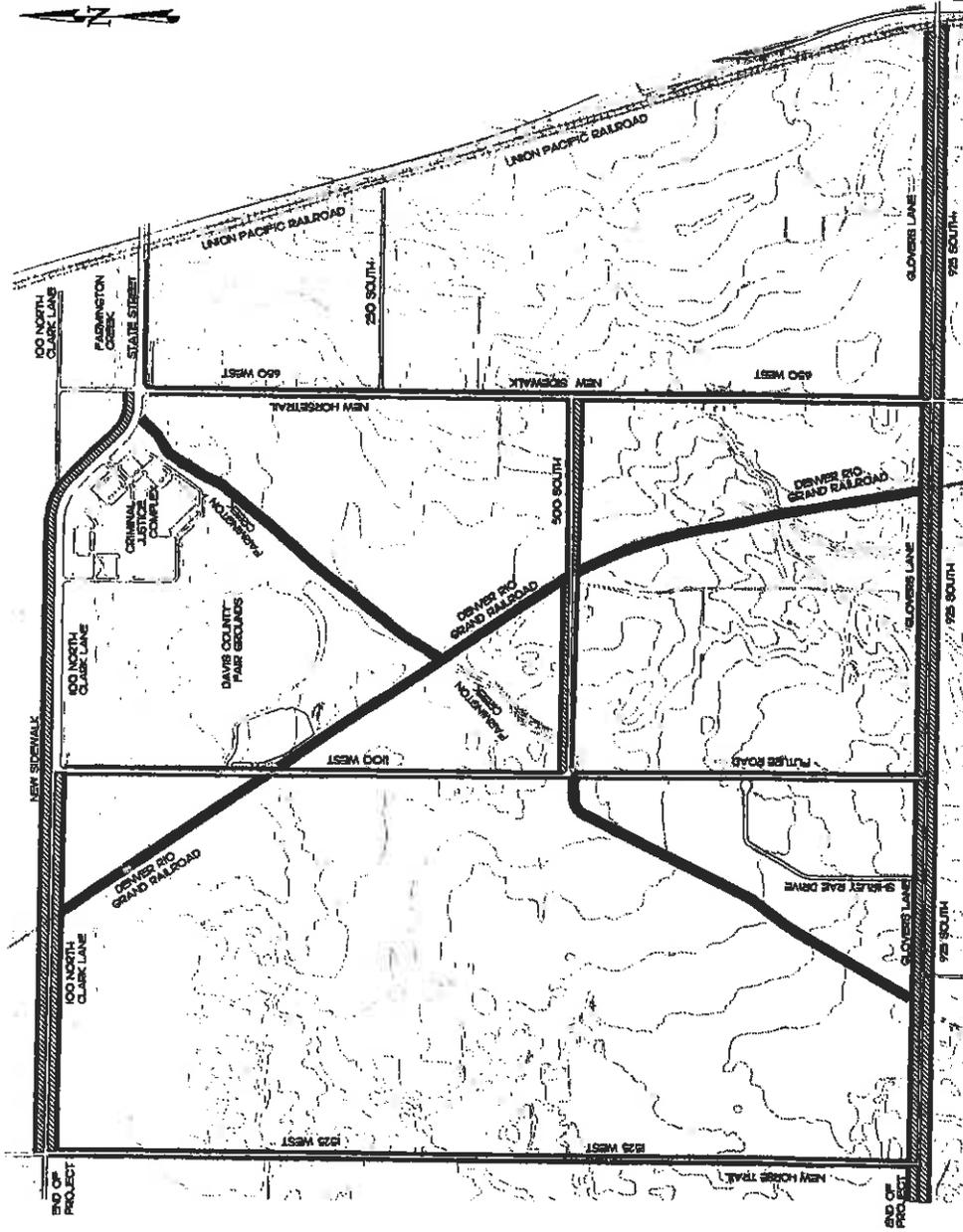
 ATTEST: Dona Scharp, City Recorder



WEST FARRINGTON SIDEWALK/ TRAIL

PLAN

- COMBINATION
JOGGING/BICYCLE
& EQUESTRIAN TRAIL
- COMBINATION 5'
SIDEWALK/BICYCLE
PATH
- 8' EQUESTRIAN TRAIL
W/WHITE PVC RAIL
FENCE
- STREET
RIGHT OF WAY
WIDENINGS



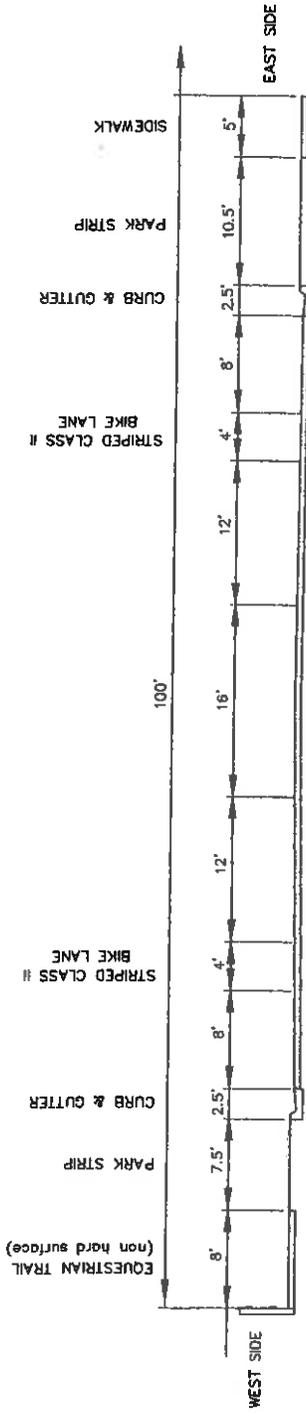
PREPARED BY:



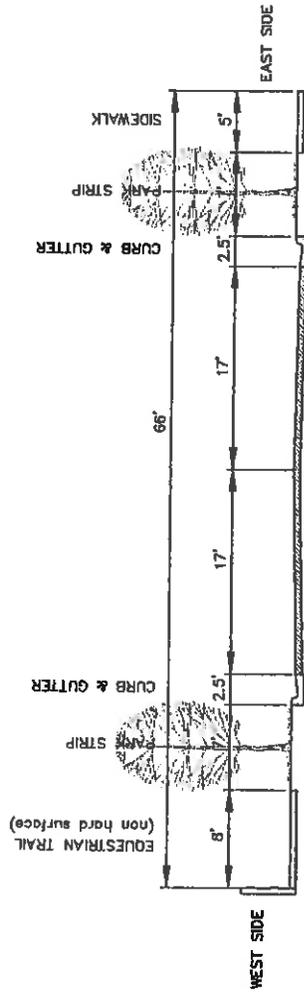
270 EAST 100 SOUTH, SUITE 200
SALT LAKE CITY, UTAH 84143
PHONE 801/466-1000
FAX 801/466-1027

CONSULTING ENGINEERS, INC.
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED ARCHITECTS UTAH/STATE

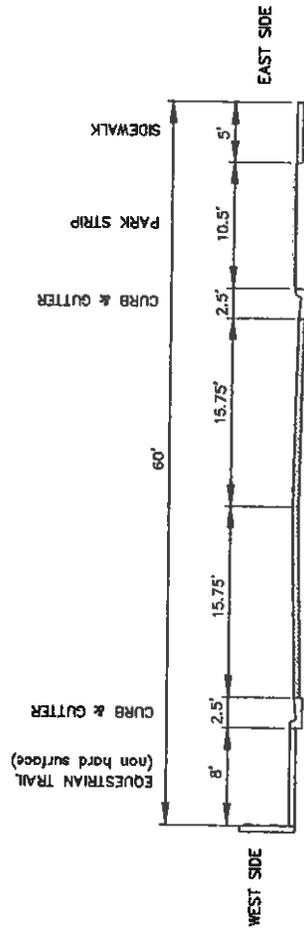
DATED: NOVEMBER 25, 1996



CLARK LANE (undeveloped street) AND GLOVERS LANE



650 WEST & 1525 WEST



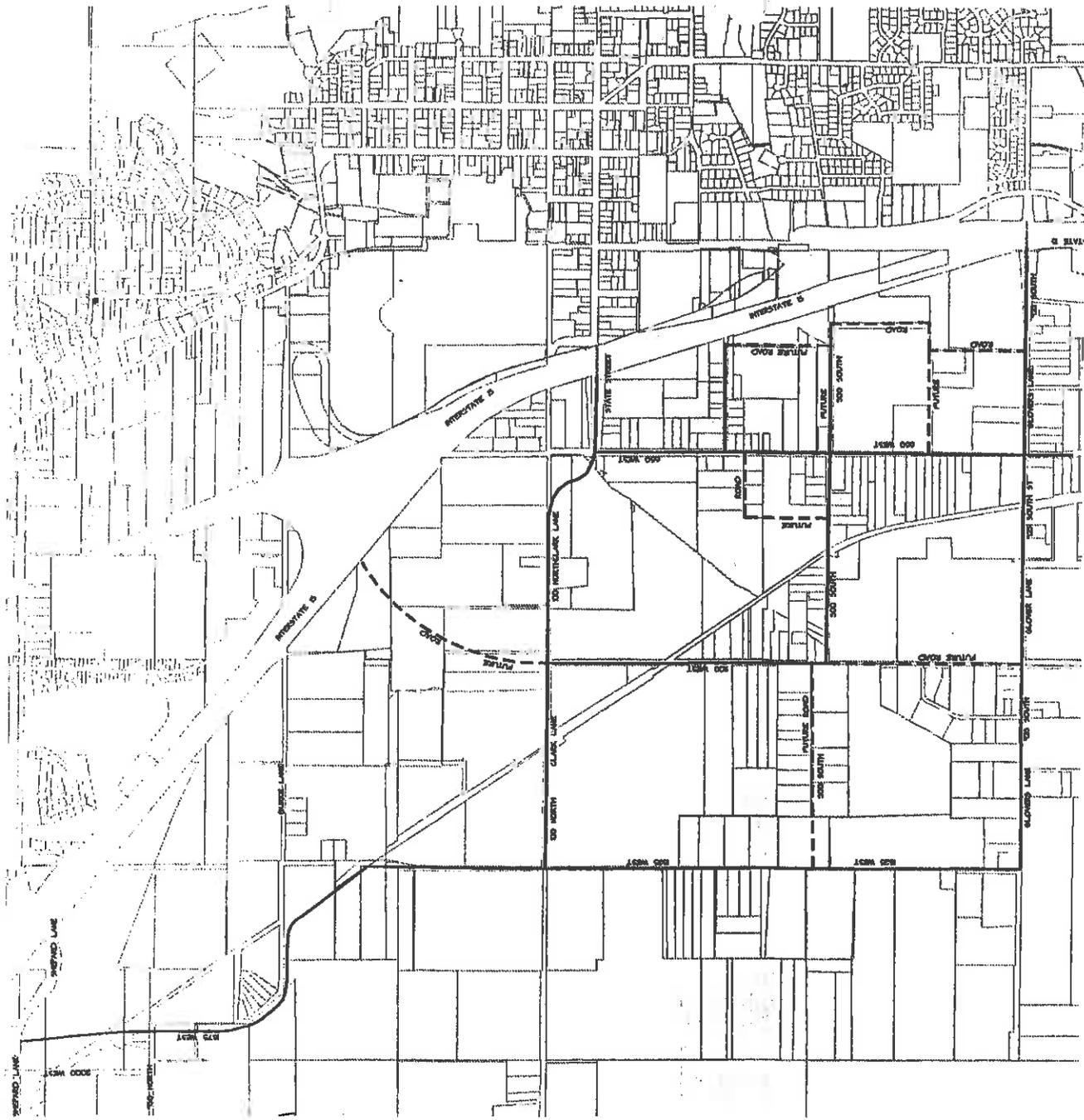
500 SOUTH



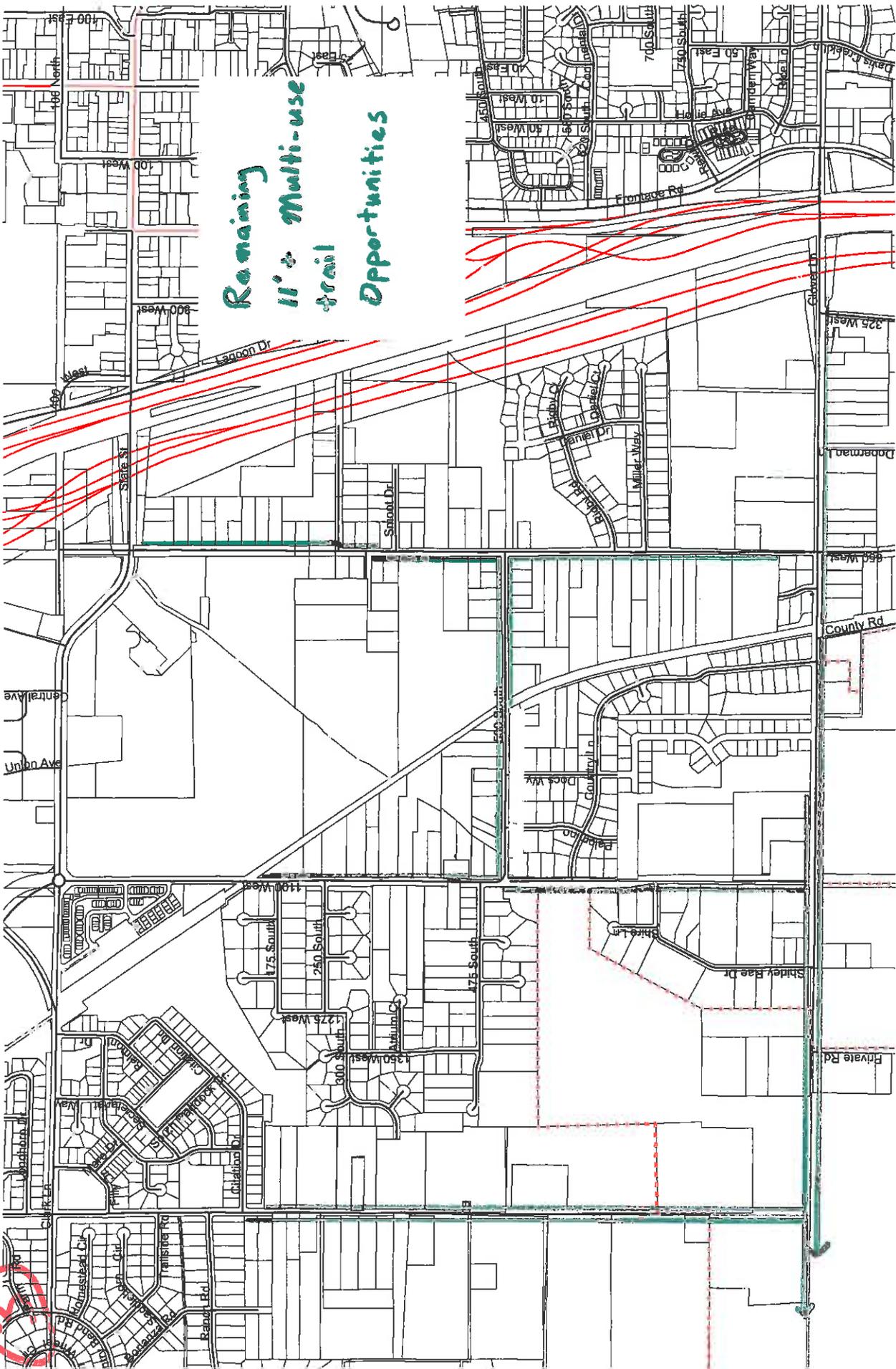
WEST FARMINGTON TRANSPORTATION AND CIRCULATION

- MINOR ARTERIAL
100'
- MAJOR COLLECTOR
66'
- MINOR COLLECTOR
60'
- FREEWAY OVERPASS

PREPARED BY: [unreadable]
DATE: [unreadable]
SCALE: [unreadable]
PROJECT NO.: [unreadable]



Remaining
11' Multi-use
trail
Opportunities



④

1998 MASTER Transportation Plan

GP

functional classification, separate levels and associated control of access are implemented or permitted. Different intensities of land uses adjacent to the streets are also typically developed or permitted. Arterial streets are generally the main focus of planning since their basic function and trip length typically requires travel from one community to the next or between major regional facilities. In Farmington, Burke Lane is the only major arterial, connecting US-89 and I-15 to Clark Lane and Main Street.

In evaluating the existing street conditions in Farmington for future conditions, several changes to specific roadways were recommended to better accommodate future land uses and traffic volumes. Also, several new alignments were evaluated in an effort to help preserve the capacity of existing routes, serve new areas of development, and harmonize with the planned regional improvements of Legacy Highway, US-89, and I-15. Specific improvements are discussed in detail in the sections of the report that follow.

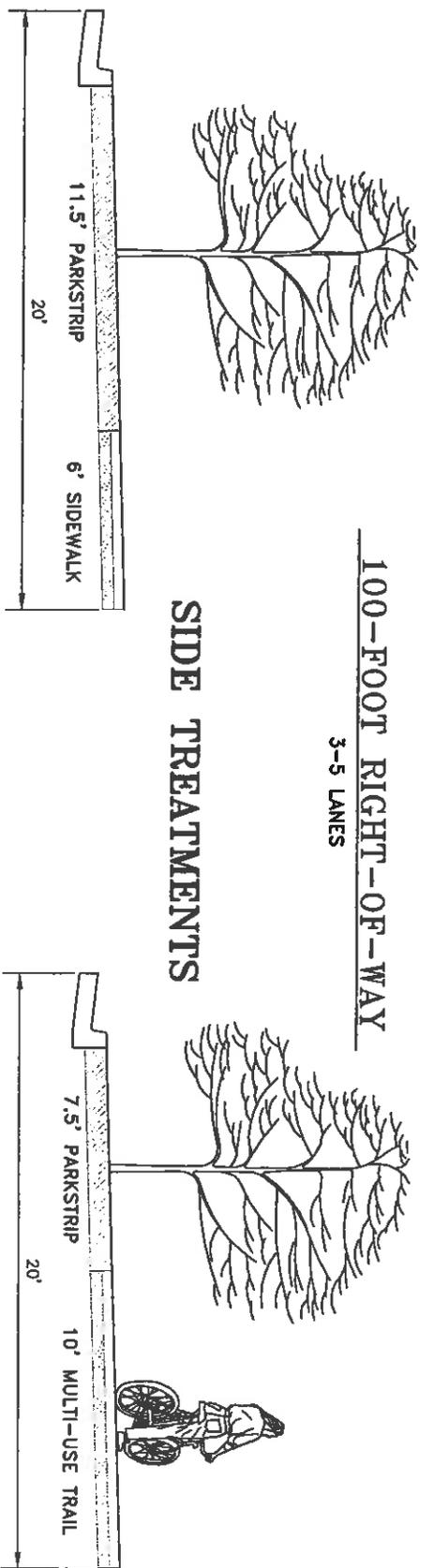
Typical Sections

Associated with each of the roadway functional classifications identified in Figure 9 are corresponding typical sections that address street right-of-way and the street design within the right-of-way. Typical sections for each of the six functional classifications are presented in Figure 10.

Typical sections for the arterial and collector class roadways show two different options for side treatments. The purpose of having two options is to add flexibility to the MTP. In this way, as development occurs, each roadway can be developed to address the specific landscaping, trails, and pedestrian needs along that particular road. The preferred side treatment for a roadway should harmonize with the data in this MTP and any other pertinent information such as trails, zoning, or land use master plans. Ultimately, the City will have to determine the appropriate side treatment for each roadway as development occurs.

At the intersections of major and minor arterials, future traffic volumes are expected to be high enough to warrant additional turning lanes such as exclusive right turn lanes or dual left turn lanes. To accommodate these extra lanes, some localized intersection widening will be required. Depending on the roadway cross section and development that exists at these locations, the additional space will need to come from the side treatment (eliminating or reducing the park strip and/or sidewalk widths) or by obtaining additional right-of-way. The appropriate action will have to be determined by the City on a case by case basis as the need arises.

It is appropriate at this time to discuss the typical sections as they relate to roadways in the city that are presently constructed to standards different from those shown in Figure 10 such as 200 East/Main Street, the frontage roads, and most local roads. Improving many of these streets to the standards identified in the MTP would be very expensive and



MAJOR COLLECTOR

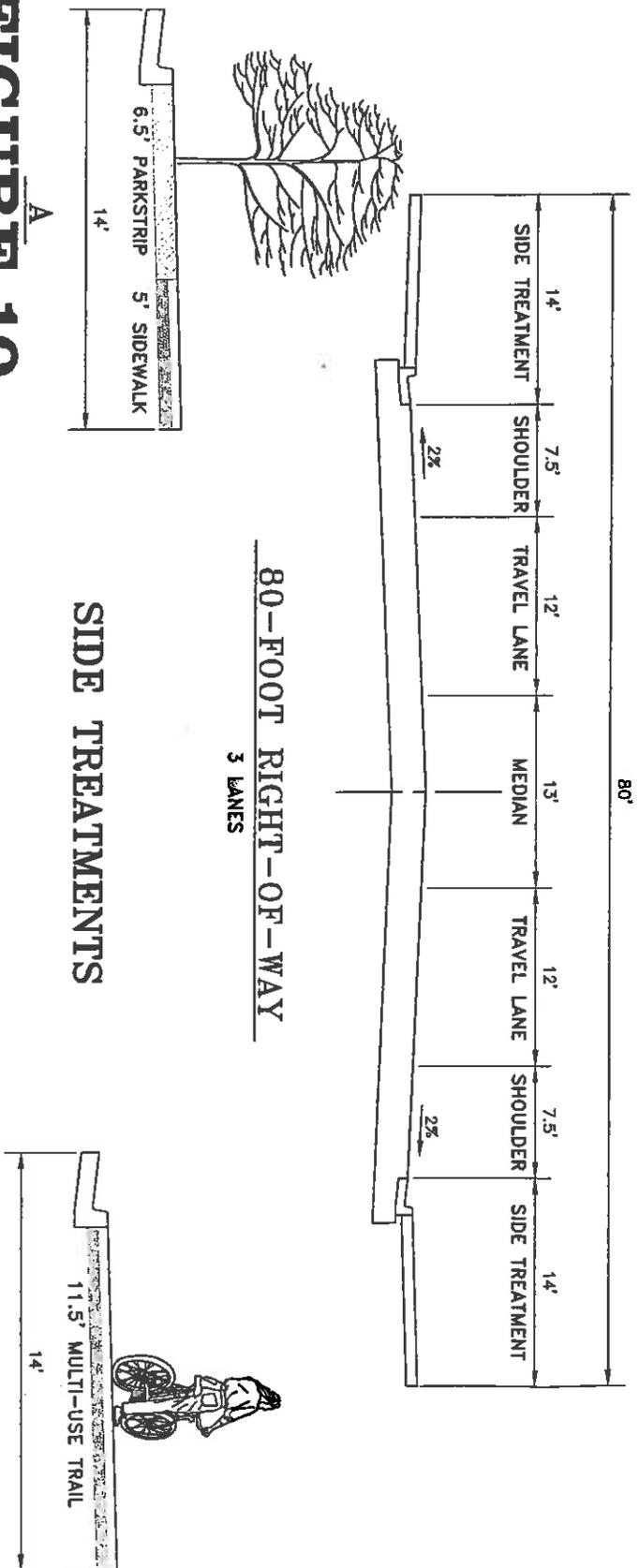
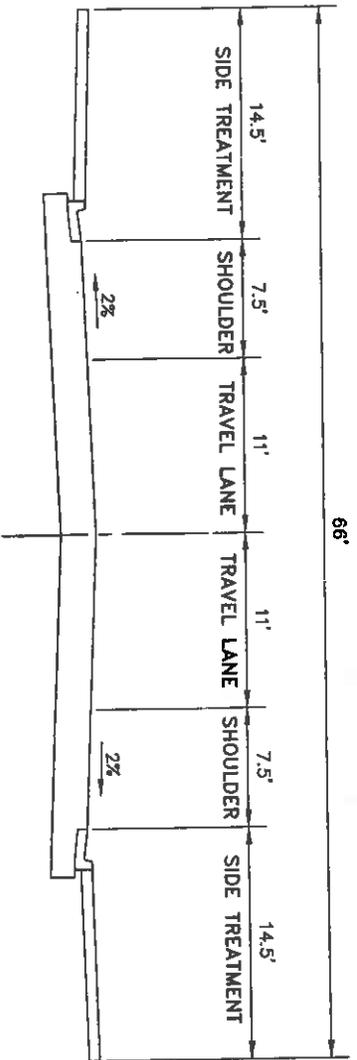


FIGURE 10

FARMINGTON
TYPICAL STREET SECTIONS

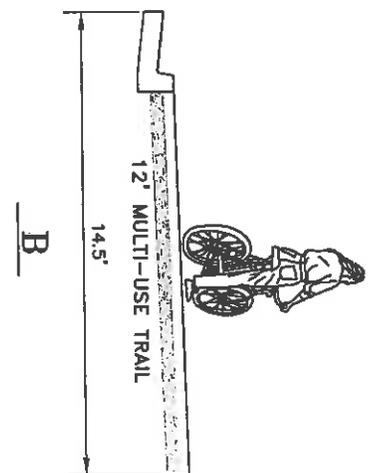
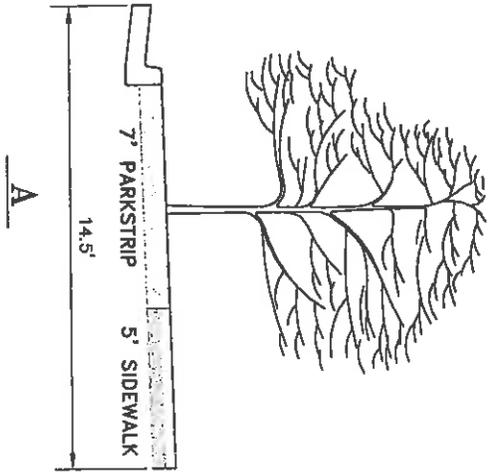
MINOR COLLECTOR



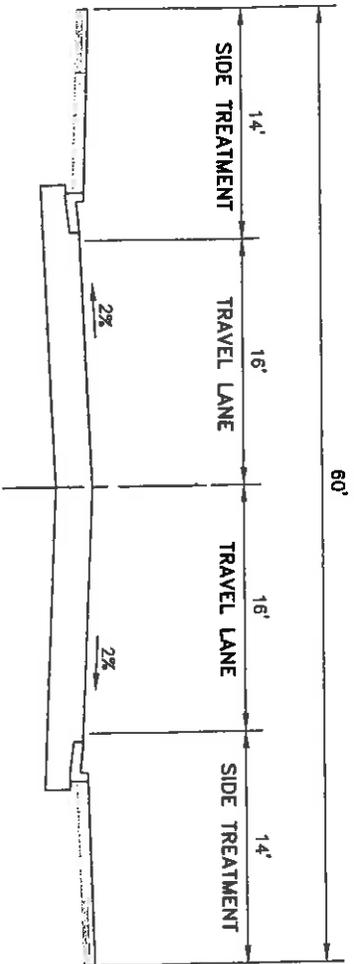
66-FOOT RIGHT-OF-WAY

2 LANES

SIDE TREATMENTS



IMPORTANT LOCAL



would create, in most situations such as 200 East/Main Street, severe impacts due to the large amounts and types of right-of-way that would have to be acquired. In these cases, the functional classifications and typical sections should be applied more towards street function and intended use rather than actual street widths. They should also be used to guide any remaining spot development or redevelopment activities. Capacity improvements on these streets, if needed, would primarily consist of localized street and intersection improvements, traffic control improvements, and improved access management. These streets will need to be evaluated on a case by case basis to determine the actual feasibility and cost/benefit ratio of implementing the MTP typical sections.

Traffic Signals and Intersections

As Farmington grows and develops, several intersections will require capacity improvements and signalization. Using the results of the travel demand modeling, several intersections were identified where future traffic volumes were projected to be high enough to warrant the installation of new signals or require significant capacity improvements such as widening to provide additional turning lanes sometime in the next 20 years. An estimate of future signal locations needed throughout the city are shown in Figure 11.

Five Leg Intersection (State Street/100 East/SR-106)

The five leg intersection located at State Street, 100 East and SR-106 deserves immediate attention. There are several movements that are dangerous due to insufficient sight distance and substandard geometrics through the intersection. Based on the large size of the intersection (due to the number of legs and the directions from which they enter), crossing times for several movements require long gaps in the traffic stream from both directions and favorable traffic conditions in order to perform the desired movement. Combined with the number of conflict points associated with a five leg intersection and the relatively high speeds which drivers travel on the major through movement (SR-106), this intersection has serious safety concerns.

A variety of corrective actions have been evaluated over the last few years to improve intersection safety. These have primarily consisted of restricting and/or eliminating minor movements in association with modified intersection lane geometrics, restriping, and channelization. Due to access needs and potential effects on adjacent businesses, it was considered infeasible to completely close one of the legs at this time. It was determined that a combination of these corrective measures would be pursued to enhance the safety and lower the speeds through the intersection.

The resulting intersection configuration and improvements are shown in Figure 12. The improvements include using bulb-outs, a method of traffic calming, on the west, north and south legs of the intersection. Intersection channelization in the form of a raised island will be implemented on the east leg. Several conflict points will be eliminated by restricting and eliminating certain movements. These include:

5

1998 Farmington City Standards

RESOLUTION 98- 36

A RESOLUTION ADOPTING AMENDED DEVELOPMENT STANDARDS PROVIDING CONSTRUCTION SPECIFICATIONS FOR FARMINGTON CITY

WHEREAS, the City Council of Farmington City has previously adopted development standards which were last amended on February 15, 1995; and

WHEREAS, the City Council has determined that it is necessary or desirable to protect and promote the health, safety, and welfare of the citizens of Farmington City to adopt amended development standards to supersede the prior development standards of the City; and

WHEREAS, the City Engineer has recommended development standards for the orderly operation and development of the City and the protection of its facilities for the benefit of the residents of the City and the City Council has accepted those recommendations;

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

Section 1. Adoption. The City Council of Farmington City hereby adopts the Farmington City Development Standards as amended to October 7, 1998, which are attached hereto as Exhibit "A" and by this reference made a part hereof. Copies of the Development Standards shall be made available to City staff and other interested persons in accordance with the policies and procedures of the City regarding records.

Section 2. Severability Clause. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 7th day of October, 1998.

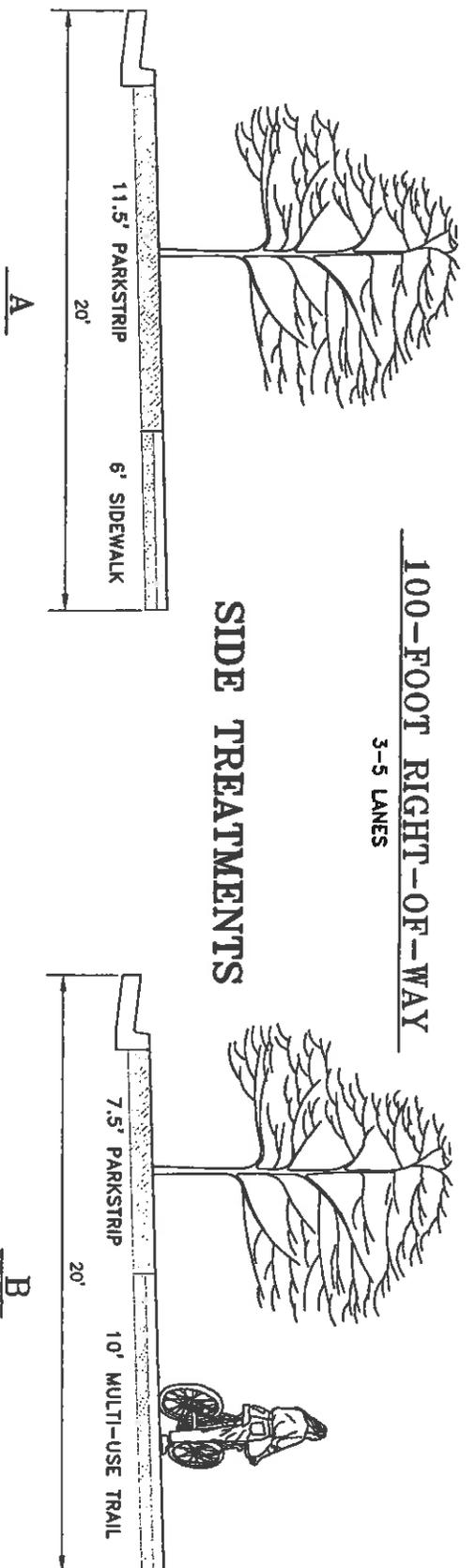
FARMINGTON CITY

By: *Gregory S Bell*
Gregory S Bell, Mayor

ATTEST:

Dona Scharp
Dona Scharp, City Recorder





MAJOR COLLECTOR

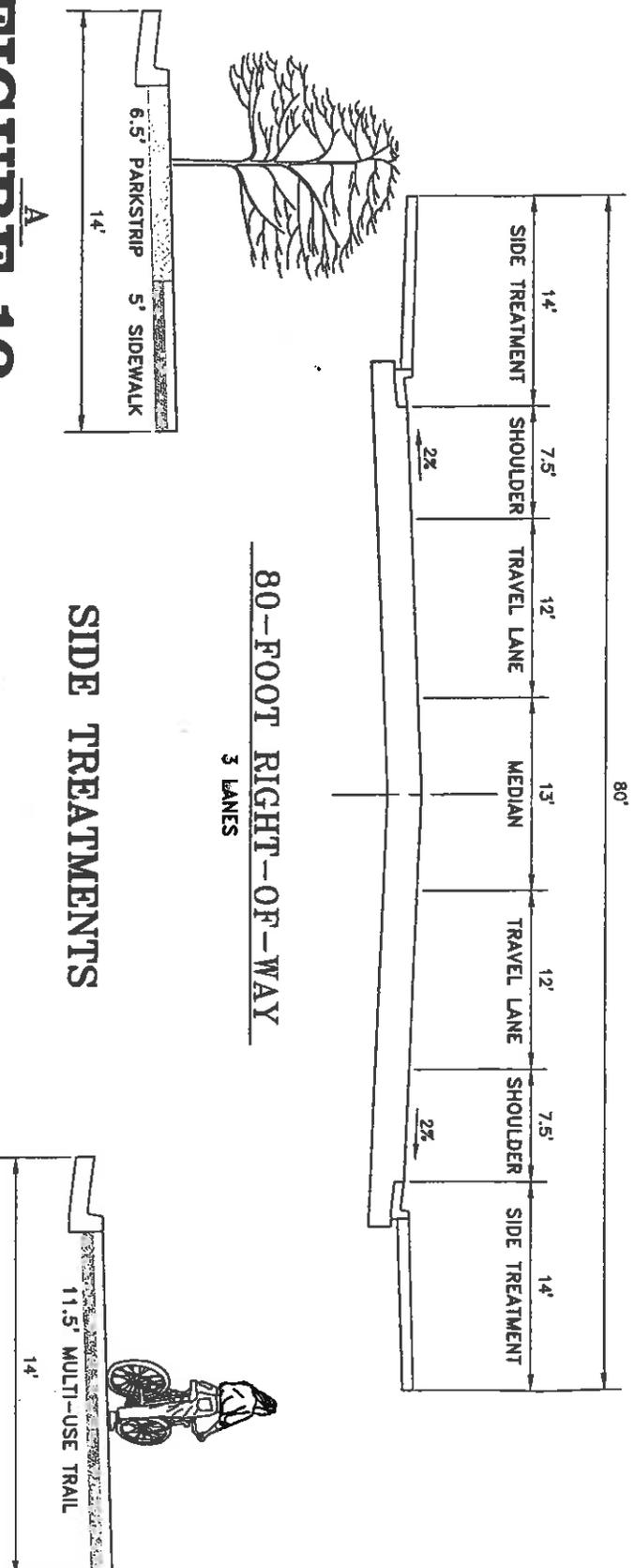
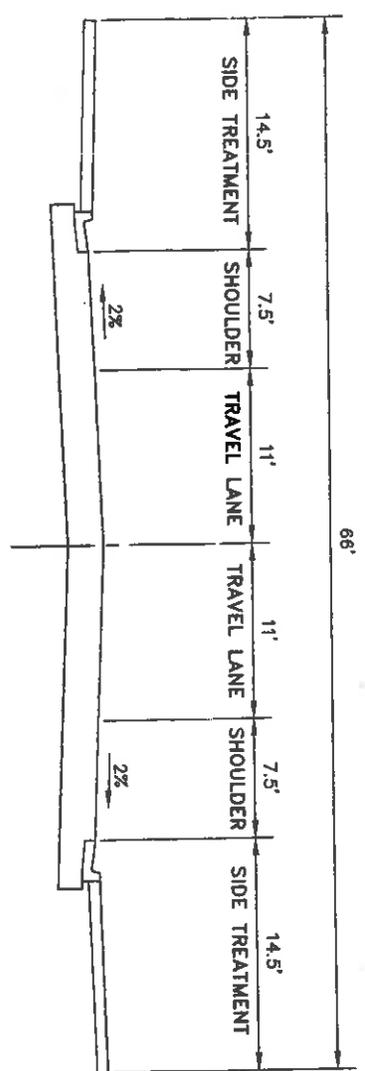


FIGURE 10

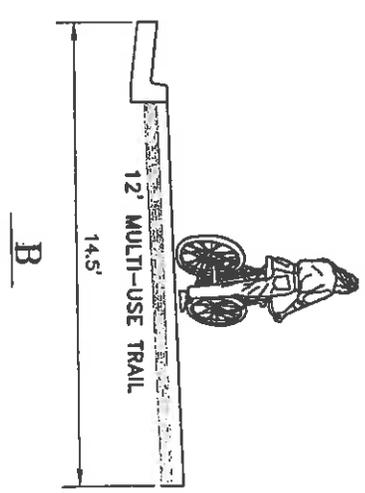
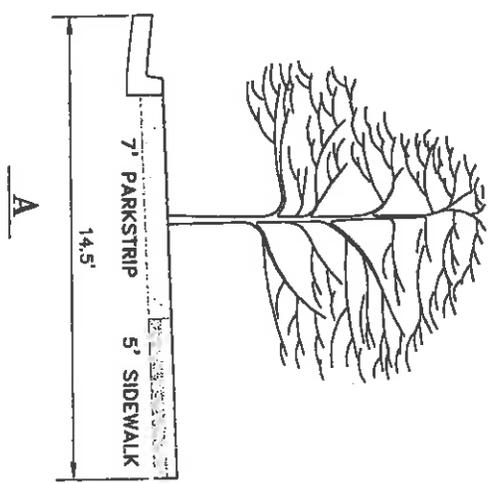
FARMINGTON
TYPICAL STREET SECTIONS

MINOR COLLECTOR

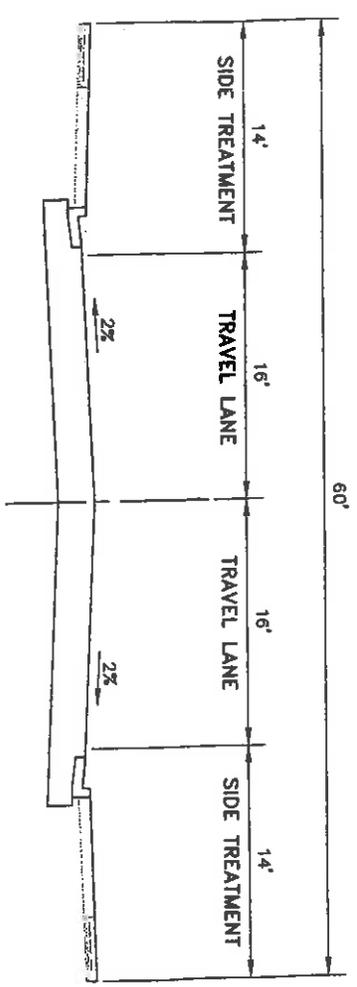


66-FOOT RIGHT-OF-WAY 2 LANES

SIDE TREATMENTS



IMPORTANT LOCAL



6

2001 GP Amendment

FARMINGTON CITY, UTAH

ORDINANCE NO. 2001-43

AN ORDINANCE AMENDING THE FARMINGTON CITY COMPREHENSIVE GENERAL PLAN BY DESIGNATING AN AREA APPROXIMATELY 200 ACRES IN SIZE NORTH OF CLARK LANE, WEST OF I-15, SOUTH OF SPRING CREEK, AND EAST OF THE DRG&W R.R. TRACKS AS "MIXED USE", AND AMENDING THE TEXT OF THE GENERAL PLAN REGARDING THE SAME.

WHEREAS, Farmington City has previously adopted a Master Comprehensive General Plan amended on June 16, 1993, including several amendments thereafter; and

WHEREAS, Farmington City has received an annexation petition (Application #A-3-00) from several property owners requesting that the City annex approximately 470 acres of unincorporated territory into the corporate limits of Farmington City, Davis County, Utah, located north of Clark Lane, east of the DRG&W. R.R. tracks, south of Shepard Lane, and west of I-15; and

WHEREAS, the Utah Department of Transportation has received records of decision from the Federal Highway Administration to construct a new I-15/Burke Lane interchange in conjunction with the U.S. 89 and Legacy Highway construction projects; and

WHEREAS, the Utah Department of Transportation has commenced construction on said interchange; and

WHEREAS, the City has determined that to promote the orderly growth of the City, and to promote the health, safety and general welfare of the residents of the City, the Master Comprehensive General Plan should be amended to create a "Mixed Use" area approximately 200 acres in size north of Clark Lane, west of I-15, south of Spring Creek, and east of the DRG&W R.R. tracks; and

WHEREAS, in conjunction with the Farmington City Planning Department, the Planning Commission has prepared and reviewed and proposed a General Plan amendment and has held all appropriate public hearings before the Planning Commission in accordance with Utah law to obtain public input regarding the proposed amendment to the General Plan; and

WHEREAS, the City Council has reviewed the proposed General Plan amendment recommended by the Planning Commission and has held all appropriate public hearings before the City Council in accordance with Utah law to obtain public input regarding the proposed amendment to the General Plan; and

WHEREAS, the City Council desires to amend the Farmington City Comprehensive General Plan;

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

Section 1. Amendment. The Future Land Use Plan Map of the Farmington City Comprehensive General Plan, which is attached hereto as Exhibit "A" and by this reference made a part hereof, is hereby amended to designate approximately 200 acres of land north of Clark Lane, west of I-15, south of Spring Creek, and east of the DRG&W R.R. tracks as "Mixed Use".

Section 2. Amendment. The Farmington City Comprehensive General Plan is hereby amended to read in its entirety as set forth in Exhibit "B," attached hereto and incorporated herein by this reference.

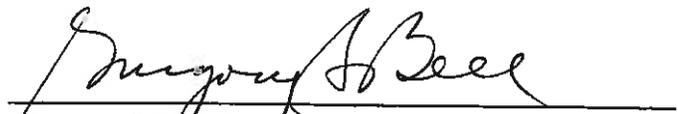
Section 3. Severability. If any section, subsection, clause, sentence or portion of this Ordinance is declared, for any reason, to be unconstitutional, invalid, void or unlawful, such decision shall not affect the validity of the remaining portions of the Ordinance and such remaining portions shall remain in full force and effect.

Section 4. Omission not Waiver. The omission to specify or enumerate in this Chapter those provisions of general law applicable to all cities shall not be construed as a waiver of the benefits of any such provisions.

Section 5. Effective Date. This Ordinance shall become effective five (5) days after the date the Davis County Recorder records Farmington City Annexation Ordinance 2001-44 together with the annexation plat pertaining thereto pursuant to annexation petition #A-3-00.

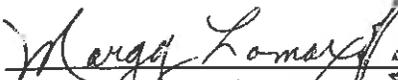
PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 12th day of December, 2001.

FARMINGTON CITY



Gregory S Bell, Mayor

ATTEST:



Margy Lomax, City Recorder



7. The I-15 Corridor Study also recommends that a new interchange be constructed in the vicinity of Glover Lane. If UDOT implements this recommendation it should be accomplished by either a redesign of the existing South Farmington interchange or a new interchange located far enough north of Glover Lane to minimize potential impacts on existing residential development in that area. Any new interchange, or redesigned interchange, should provide for access to West Farmington;

8. The Zoning Ordinance should be amended to more fully address and establish access control standards and development standards.

9. Interstate 15 from the Kaysville City Limits to Lund Lane and U.S. 89 from Fruit Heights to the Burke Lane Interchange are designated for major improvements.

10. Noise abatement policy as established by UDOT should be adhered to for all land uses prescribed in the General Plan next to freeways (high speed highways with full access control such as I-15), expressways (high speed highways with limited access control such as U.S. 89), the Legacy Highway, and any major retrofit projects along these or similar corridors. In an effort to reduce noise impact to residential areas adjacent to I-15, U.S. 89, and any future major arterials, noise abatement measures shall be applied consisting of sufficient open space, with or without dense landscaping, or earthen berms, with or without a minimal decorative wall, which in combination shall achieve sound mitigation required subject to applicable law. Dense landscaping should include a mixture of deciduous and evergreen trees and plant material.

Where residential structures already exist adjoining major arterials, a combination of dense landscaping and rolling earthen berming should be encouraged—sound walls should only be considered after all other noise mitigation alternatives, including but not limited to suggestions found in this chapter, have been shown to be unfeasible as recommended by the Planning Commission and approved by the City Council.

Sound mitigation for all new developments along major arterials shall not include sound reflective material, including but not limited to concrete, masonry, and rock, etc., except when shown conclusively by the developer that no other alternative is feasible. Under no circumstance shall the wall portion of the sound mitigation exceed 8 feet in height.

9. Atypical street standards should be implemented in West Farmington to better preserve and enhance the rural character of this area. Specific recommendations include the following (see Figures One through Four):

West Farmington Street Standards			
	Minor Arterial	Major Collector **	Minor Collector
South and West Park Strip *	10' Multi-use Trail and 7.5' planting strip/with trees	11.5' Multi-use Trail	11' Multi-use Trail
North and East Park Strip	6' sidewalk, 11.5' (or flexible width) planting strip/with trees	5' sidewalk, 6.5' planting strip/with trees	5' sidewalk, 6' planting strip/with trees

* NOTE: On Clark Lane, the equestrian path shall be on the north side of the R.O.W. east of 1100 West and on the south side of the R.O.W. west of 1100 West.

12. The collector system for west Farmington shall be designed to funnel traffic from the west Farmington area to the Burke Lane intersection with direct connection to the freeways. As part of this, the Clark Lane/1100 West Intersection should be established as identified on the UDOT U.S. 89 EIS document and as also designated by the City on the Master Transportation Plan. The intersection should be designed with free right turn movements and other features to ensure easy access to the freeway by Farmington residents. Traffic flow through the State Street or Shepard Lane overpasses should be minimized. Subject to receipt and review of traffic engineering and related studies, the City will determine access for the newly constructed parkway at appropriate intersections based upon traffic engineering and related studies approved by the City.

13. Traffic generated from light-manufacturing areas planned south of Glovers Lane should be directed away from residential areas and should be guided on to I-15 and/or Legacy Highway frontage roads north and south of the site. The City should consider road weight limit standards and official truck routes designated by ordinance to further discourage truck traffic through residential neighborhoods.

14. The City should work closely with UDOT to establish a traffic signal at Burke Lane and Main Street.

LOCAL ACCESS

Another topic of discussion during the 1991-92 review of the City's General Plan has been that of local access, particularly in the east Foothills. There are unique problems in these areas due to the grades encountered and the fact that barriers exist in the form of canyons and streams coming out of the mountains.

In the past, several subdivisions have been developed in the foothills in which all circulation was self-contained, making no provision for connection to adjacent properties. This is potentially a very dangerous situation. Time and again throughout this Plan life/safety concerns have been discussed. These concerns are perhaps more important in relation to residential development than anywhere else. In the event of any emergency, it is critical that adequate and alternative access be provided. "Adequate" in this sense means roads that are improved to minimum standards in terms of width, grade, and paving surface and for which there is assurance that they will be maintained year around to provide safe passage. "Alternative" means that there will be a sufficient number of access points into an area so that if an unforeseen event makes one point impassable, another point will be available.

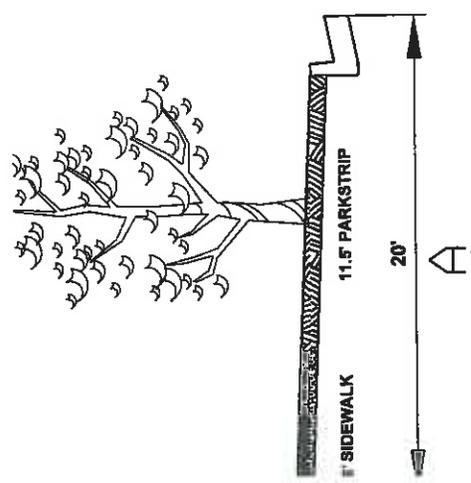
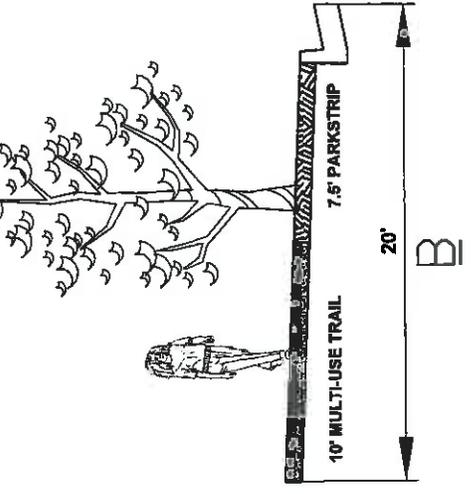
Recommendations:

1. Farmington City should continue the development of adequate major and minor collectors to carry traffic to and from the major arterial system.

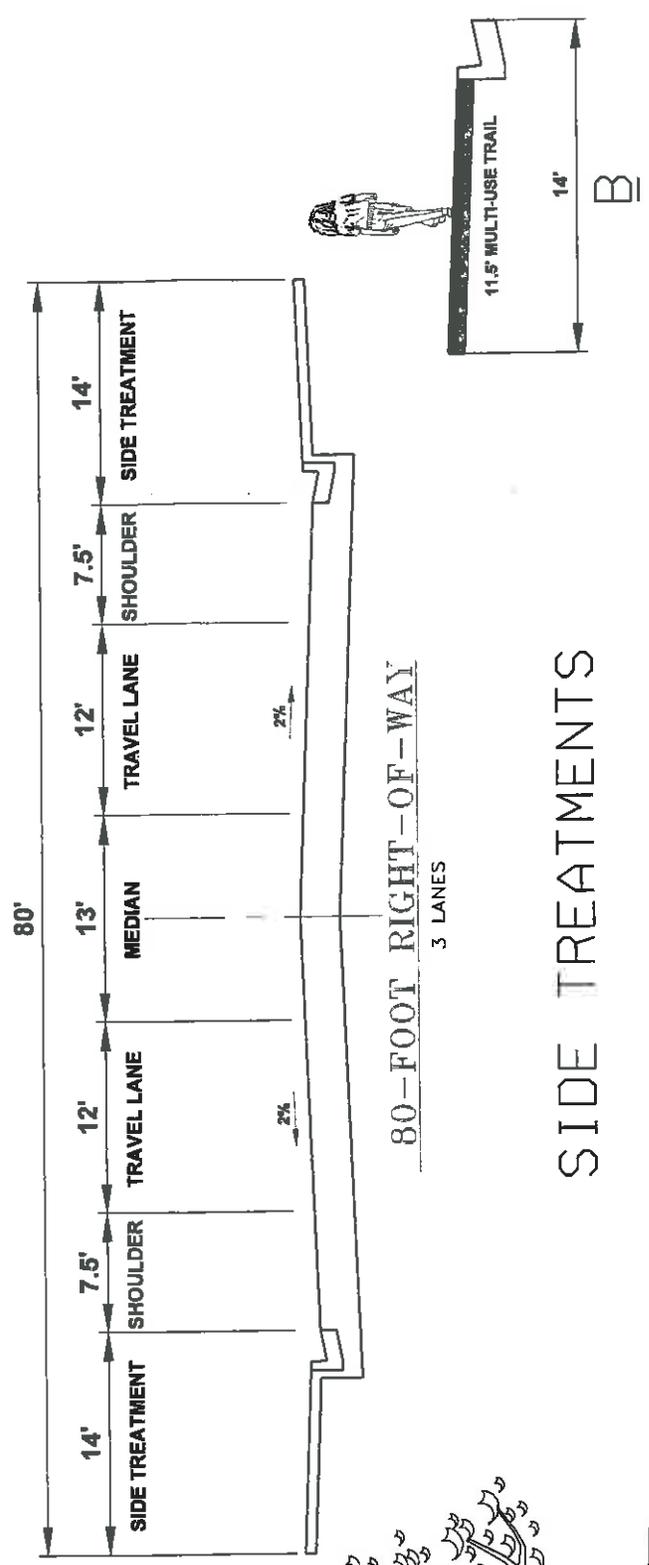
2. A neighborhood specific transportation plan for new development should conform with the Master Transportation Plan for the most advantageous development of adjoining areas and the entire neighborhood or district. In the event a neighborhood specific transportation

7

GP 2005 MTP



MAJOR COLLECTOR



SIDE TREATMENTS

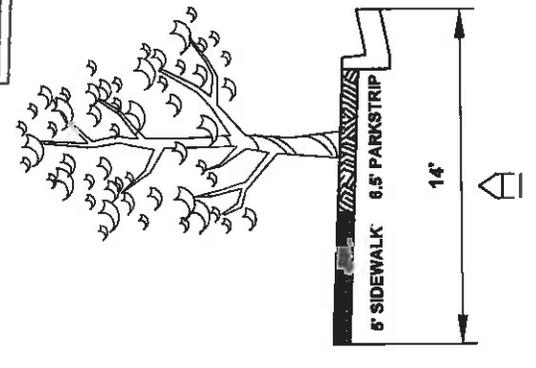
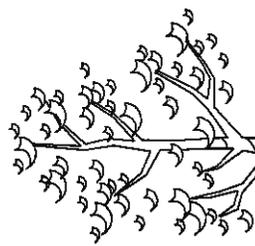
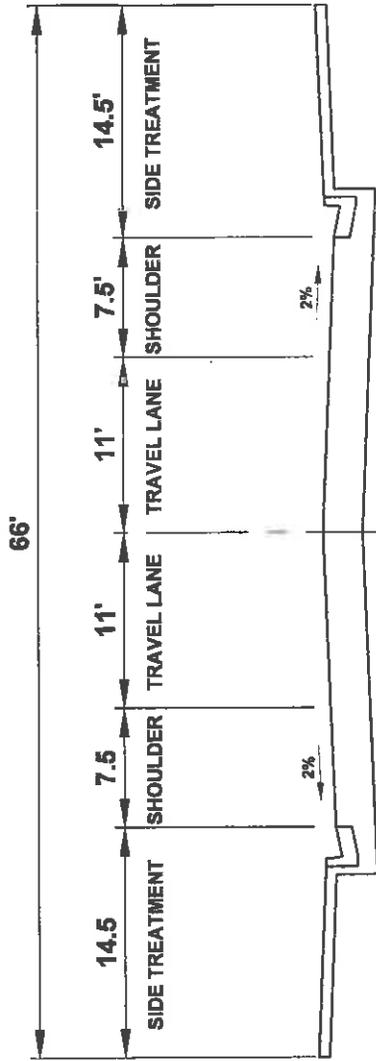


FIGURE 5-1
FARMINGTON CITY
TYPICAL STREET SECTIONS



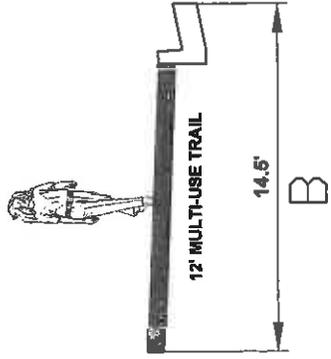
HORROCKS
ENGINEERS

MINOR COLLECTOR

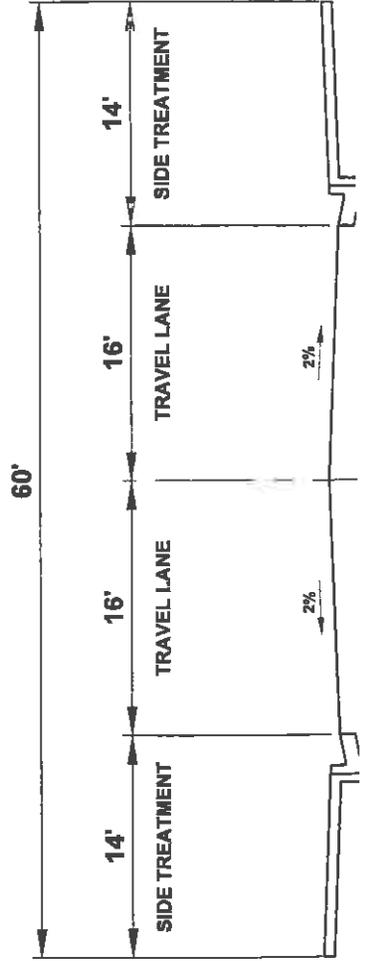


66-FOOT RIGHT-OF-WAY 2 LINES

SIDE TREATMENTS



IMPORTANT LOCAL



47-1-2-22

8

2006 FARMINGTON City Standards

RESOLUTION 2006 -30

A RESOLUTION ADOPTING AMENDED DEVELOPMENT STANDARDS INCREASING THE RADIUS FOR CUL-DE-SACS AND OTHER MISCELLANEOUS CHANGES.

WHEREAS, the City Council of Farmington City has previously adopted development standards which were last amended on January 22, 2003; and

WHEREAS, the City Council has determined that it is necessary or desirable to protect and promote the health, safety, and welfare of the citizens of Farmington City to adopt amended development standards; and

WHEREAS, the City Engineer has recommended new standards for the orderly operation and development of the City and the protection of its facilities for the benefit of the residents of the City and the City Council has accepted this recommendation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Farmington City, State of Utah, as follows:

Section 1. Adoption. The City Council of Farmington City hereby adopts amended Development Standards which are attached hereto as Exhibit "A" and by this reference made a part hereof. Copies of the amended Development Standards shall be made available to City staff and other interested persons in accordance with the policies and procedures of the City regarding records.

Section 2. Severability Clause. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of his Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 19th day of April, 2006.

FARMINGTON CITY



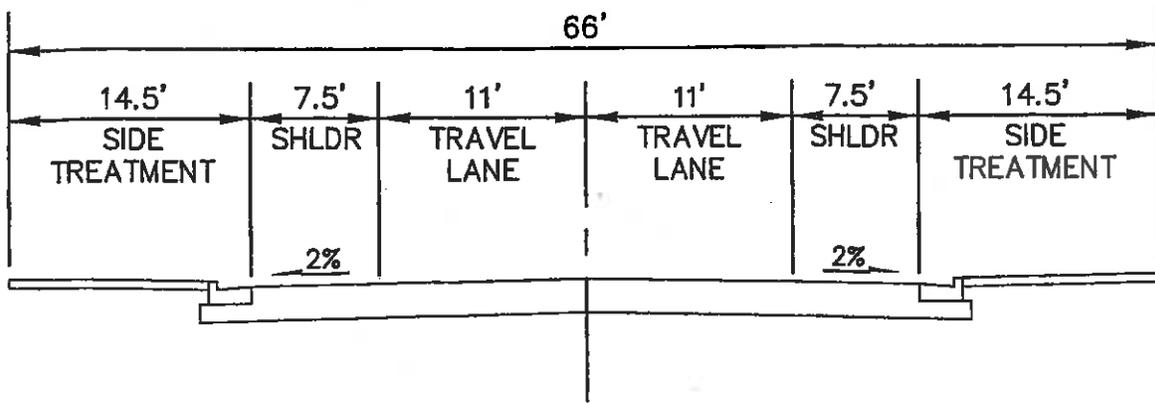
Scott C. Harbertson
Mayor

ATTEST:

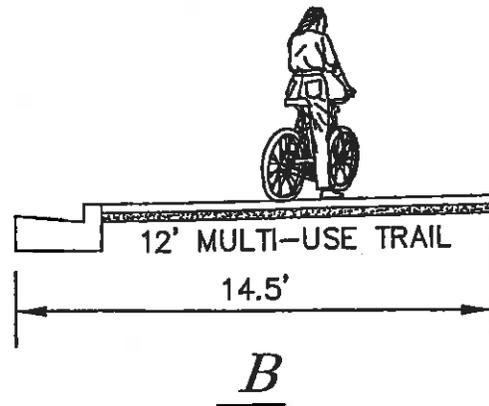
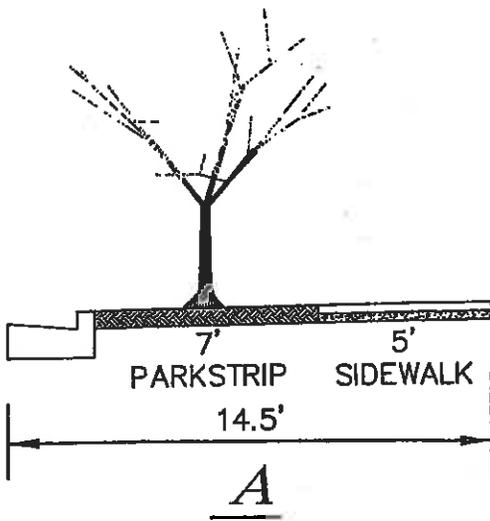


Margy Lomax, Recorder

MINOR COLLECTOR

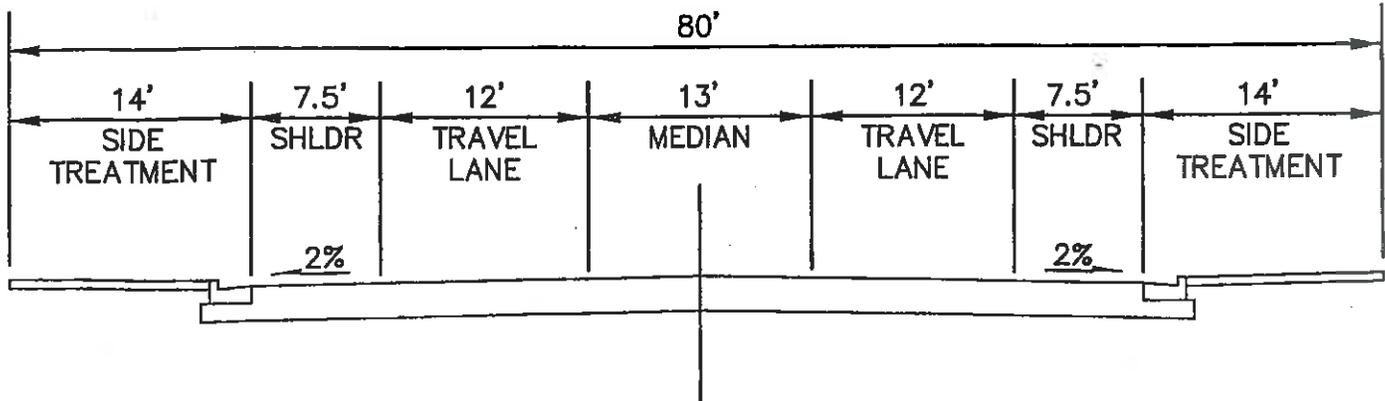


66-FOOT RIGHT-OF-WAY 2 LANES

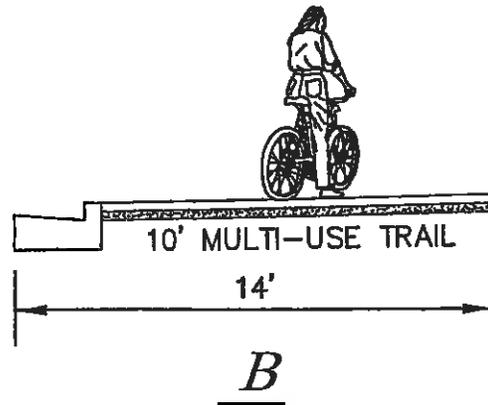
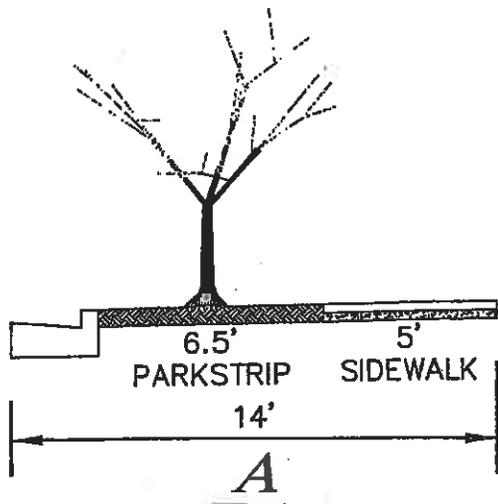


SIDE TREATMENTS

MAJOR COLLECTOR



80-FOOT RIGHT-OF-WAY 3 LANES



SIDE TREATMENTS

9

2008 Farmington City Standards

RESOLUTION NO. 2008-42

A RESOLUTION UPDATING AND AMENDING THE FARMINGTON CITY DEVELOPMENT STANDARDS PERTAINING TO CONSTRUCTION AND DEVELOPMENT WITHIN THE CITY.

WHEREAS, Farmington City has previously established standards and specifications, known as the Farmington City Development Standards, to regulate construction and development within the City; and

WHEREAS, the City Council desires to update and amend the Farmington City Standard Details as recommended by the City Engineer in order to regulate the construction of public improvements in a manner that utilizes the most current construction methods for the protection of public safety and welfare;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF FARMINGTON, UTAH, AS FOLLOWS:

Section 1. Amendment. The City Council hereby adopts the updated and amended Farmington City Development Standards as more particularly set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

Section 2. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3. Effective Date. This Resolution shall become effective immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, ON THIS 5th DAY OF August, 2008.

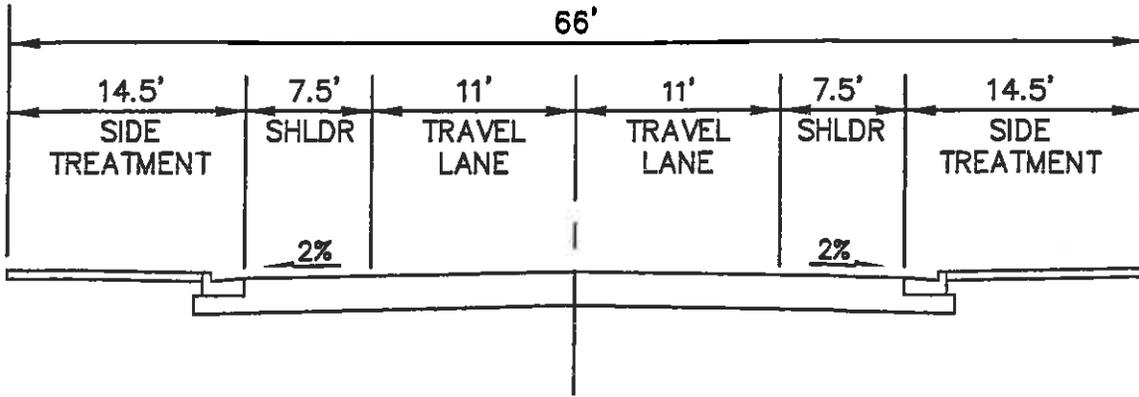
FARMINGTON CITY

By: Scott Harbertson
Mayor Scott Harbertson

ATTEST:

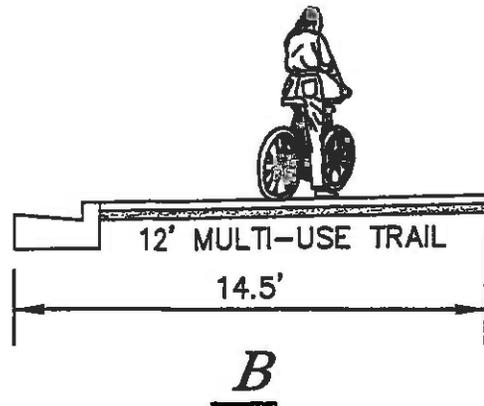
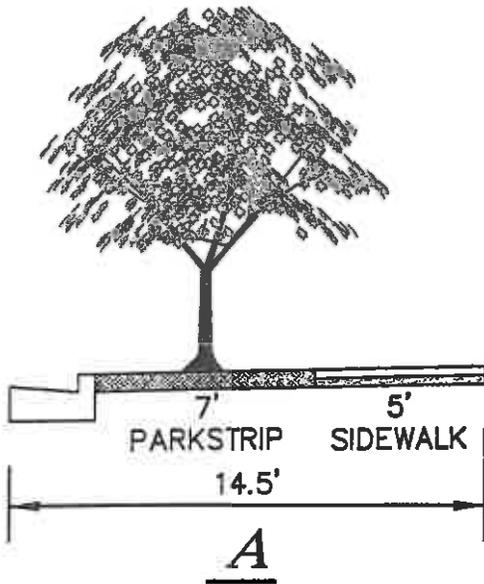
Margy Lomax
Margy Lomax, City Recorder

MINOR COLLECTOR



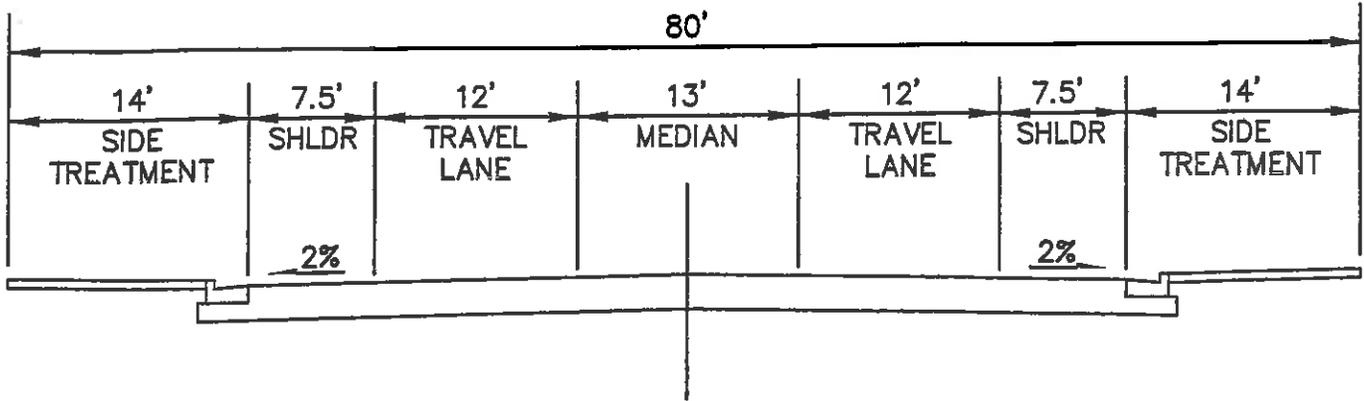
66-FOOT RIGHT-OF-WAY

2 LANES

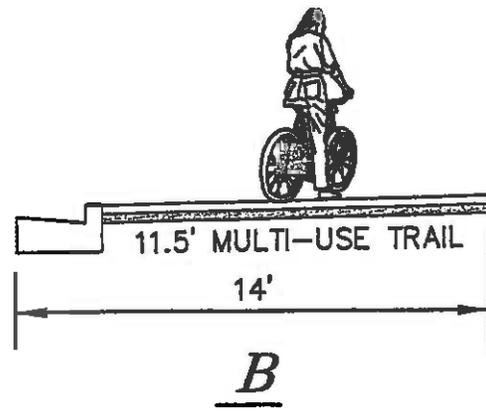
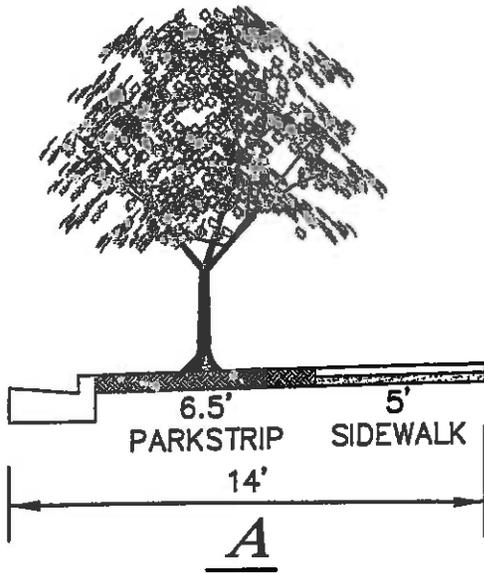


SIDE TREATMENTS

MAJOR COLLECTOR



80-FOOT RIGHT-OF-WAY 3 LANES



SIDE TREATMENTS

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2016

S U B J E C T: Update on Special Assessment Area (Discussion Only)

ACTION TO BE CONSIDERED:

Discussion only. No recommendations at this time.

GENERAL INFORMATION:

Discussion only. See enclosed staff report prepared by Dave Millheim.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MULLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: October 13, 2016

SUBJECT: SPECIAL ASSESSMENT AREA UPDATE

RECOMMENDATION

DISCUSSION ONLY – No recommendations at this time.

BACKGROUND

At our last Council meeting, a public hearing was held as one of the early steps in the potential formation of a Special Assessment Area. Many folks spoke and protest forms have begun to come into the City from the residents. The protest period runs for 60 days at which point those protests will be tabulated and an update provided to the Council.

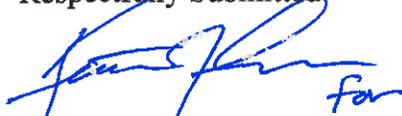
Council also directed staff to place this item on this agenda as a potential discussion item. Specifics of what we are to discuss was very lacking. Council members said they have various questions related to grants, funding and various SAA options which they wanted staff to address. Staff asked for those questions in writing which some of the Council have recently provided. Thank you to those who provided questions to be researched. Some of the questions are easy and some require a great deal of research and legal counsel. As a result of just now beginning to receive the questions from the Council, staff has not had the time to provide any answers at this time. We also wish to not provide partial or rushed answers to these important questions so we encourage all involved to methodically go through the issues in a deliberate fashion.

Staff has also scheduled a meeting with a few of the residents who suggested forming a neighborhood committee to consider all possible options. We will report on the results of that discussion at the Council meeting.

Staff has also put together a new funding scenario we want to share with the residents. That draft scenario is attached and we hope this will be the focus of our discussion. While agendas and all attachments are public documents, staff felt we should not discuss

this proposal with the residents until it had been discussed with the full Council and you had provided your input.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read "Dave Millheim", with a small "for" written below it.

Dave Millheim
City Manager

DRAFT

Farmington City, Utah School Safety Assessment Area
Revised 9-27-16

10/14/2016

650 West, Glovers, and 500 South (East of Trail) SAA	1,373,562.99
1100 West and 500 South (West of Trail) SAA	568,249.03
650 West Miller Meadow Development Agreement	133,333.50
City Portion (Non Impact Fee)	577,998.20
City Portion (Impact Fee)	968,863.91
650 East and Glovers Lane High School	509,886.57
Clark Lane - 300 South Sidewalk	70,223.43
Total	4,202,117.63
<hr/>	
Total of Projects with an Assessment	2,145,368.96

Estimated Bond Total	
<hr/>	
Project Needs	2,145,368.96
Costs of Issuance	100,000.00
Accrued Interest (BANS)	300,000.00
Debt Service Reserve Fund	300,000.00
Total	2,845,368.96
<hr/>	
Bond Amount	2,845,368.96

	<u>\$/LF Project</u>	<u>\$/ LF Total Cost</u>
SAA cost per lineal foot (14,563 Total Lineal Feet)	148.03	196.43
Clark Lane - 300 South cost per lineal foot (1997 Total Lineal Feet)	35.17	46.43
Miller Meadows cost per lineal feet (807 Total Lineal Feet)	165.24	218.08

City Portion:

\$577,998 Non Impact Fee - General Fund - from Property Taxes and Sales Taxes
\$968,863 Impact Fee- A lot of that impact fee is coming from the School District

DRAFT

DRAFT

ALL NUMBERS ARE ESTIMATES. THESE ARE NOT FINAL NUMBERS AND MAY CHANGE.

10/14/2016

Funding Plan A

SAA - 10 year payment plan			
City to pay 100% of Prop 1 Funds - \$300,000		(300,000)	
City to pay for construction loans - No interest costs and reduce reserve account		(475,000)	
TIGER grant - to pay for sidewalks and driveway approaches (may be limited)		(700,000)	
Total		<u>(1,475,000)</u>	
Total Cost of SAA		<u>2,845,369</u>	
Total Cost Plan A		<u>1,370,369</u>	
		<u>\$/LF Project</u>	<u>\$/ LF Total Cost</u>
SAA cost per lineal foot (14,563 Total Lineal Feet)		148	196
Plan A Reduction		<u>(67)</u>	<u>(100)</u>
Total cost of SAA under Plan A		<u>81</u>	<u>96</u> **

** Under the SAA with financing for 10 years - the final pmt is made by the Reserve Fund Property Owners would only make 9 payments.

Funding Plan B

SAA - 10 year payment plan		<u>\$/LF Project</u>	<u>\$/ LF Total Cost</u>
Same as Funding Plan A		<u>81</u>	<u>96</u>
County Prop 1 Funds \$250,000	(SAA Cost Plan A 1,370,369 - 250,000= 1,120,369)	(18)	(18)
County Prop 1 Funds \$500,000	(SAA Cost Plan A 1,370,369 - 500,000= 870,369)	(36)	(36)
		<u>63</u>	<u>78</u> **
Total Cost of SAA under Plan B \$250,000		<u>45</u>	<u>60</u> **
Total Cost of SAA under Plan B \$500,000			

** Under the SAA with financing for 10 years - the final pmt is made by the Reserve Fund Property Owners would only make 9 payments.

DRAFT

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2016

**S U B J E C T: Request from Steve Nelson to Purchase .215 acres of City Property
Declared Surplus – located at approximately 1150 South 50 East**

ACTION TO BE CONSIDERED:

1. Declare .215 acres of city property surplus which are parcels #07-059-0010 and #07-059-0900 as shown on the Davis County tax records and certify these parcels have no identified public purpose.
2. Approve the Real Estate Purchase Contract with Steve Nelson in the amount of \$10,000 for said parcels 07-059-0010 and #07-059-0900. Modify the settlement date to be no later than November 18, 2016

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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: Dave Millheim, City Manager

Date: October 12, 2016

SUBJECT: REQUEST FROM STEVE NELSON TO PURCHASE .215 ACRES OF CITY PROPERTY DECLARED SURPLUS LOCATED AT APPROXIMATELY 1150 SOUTH 50 EAST, FARMINGTON

RECOMMENDATIONS

1. Declare .215 acres of city property surplus which are parcels #07-059-0010 and #07-059-0900 as shown on the Davis County tax records and certify these parcels have no identified public purpose.
2. Approve the Real Estate Purchase Contract with Steve Nelson in the amount of \$10,000 for said parcels 07-059-0010 and #07-059-0900. Modify the settlement date to be no later than November 18, 2016

BACKGROUND

The City was approached by Cory Karl desiring to purchase two “orphan” city parcels surrounded by land owned by Mr. Nelson who intends to carve out an additional lot with a Large Residential zoning designation which is a minimum of 20,000 square feet. This future lot, once approved, would be sold by Mr. Nelson to Mr. Karl for a home site. Staff researched the parcels in question and found there was no valid public purpose to hold onto the parcels. City code states that parcels over \$100,000 in value and over one acre in size require a bid process prior to disposal. Neither of those conditions is applicable in this case. The Council felt the proposed future use was consistent with the existing master plan. Mr. Nelson also provided a letter which is attached as to his future intent should this sale go through. The Large Residential zoning designation sought would be at a density lower than abutting parcels. The Council gave the City Manager some negotiating parameters and the attached real estate contract is within those parameters.

This contract was originally drafted and signed by the parties for Council consideration on September 6, 2016. It was pulled from that agenda to allow time for the applicant to process the rezone request before the PC and CC consistent with the intent of this contract. That rezone request is now scheduled for public hearing and possible approval on October 18, 2016. Should that rezone request not be approved, this property should not be declared surplus nor the contract approved as the two are related.

We will modify the contract to the new settlement date of no later than November 18, 2016 once approved by the City Council.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Dave Millheim". The signature is written in a cursive style with a prominent flourish at the end.

Dave Millheim
City Manager



REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 15th day of August, 20 16 ("Offer Reference Date") Steve Nelson ("Buyer") offers to purchase from Farmington City ("Seller") the Property described below and **[X] delivers to the Buyer's Brokerage with this offer, or [] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23)**, Earnest Money in the amount of \$ 1,000 in the form of cashier's check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage N/A (self-represented) Phone: _____

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY: Two small parcels located at approximately 50 E 1150 South, Farmington, Utah, 84025 also described as: Parcel ID: 07-059-0010 & Parcel ID: 07-059-0090 City of Farmington County of Davis, State of Utah, Zip 84025 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items (specify) _____

1.2 Excluded Items (specify) _____

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE. The Purchase Price for the Property is \$ 10,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

- | | |
|---|--|
| <p>\$ <u>1,000</u></p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ <u>9,000</u></p> <p>\$ <u>10,000</u></p> | <p>(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non refundable.</p> <p>(b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.</p> <p>(c) Seller Financing (see attached Seller Financing Addendum)</p> <p>(d) Balance of Purchase Price in Cash at Settlement</p> <p>PURCHASE PRICE. Total of lines (a) through (d)</p> |
|---|--|

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; _____ Hours after Closing; _____ Calendar Days after Closing; Other (explain) _____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC: Seller's Agent N/A, represents Seller both Buyer and Seller as a Limited Agent; Seller's Brokerage N/A, represents Seller both Buyer and Seller as a Limited Agent; Buyer's Agent N/A, represents Buyer both Buyer and Seller as a Limited Agent; Buyer's Brokerage N/A, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ 1,000. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. _____
 Seller Financing Addendum Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	<u>August 16, 2016</u>	(Date)
(b) Due Diligence Deadline	<u>August 23, 2016</u>	(Date)
(c) Financing & Appraisal Deadline	<u>August 30, 2016</u>	(Date)
(d) Settlement Deadline	<u>September 16, 2016</u>	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 AM PM Mountain Time on August 30, 2016 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

Steve Nelson 8-16-16
 (Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 1.

REJECTION: Seller rejects the foregoing offer.

Dave Millheim 8-29-16 10AM
 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

DAVE MILLHEIM, CITY MANAGER 160 S. MAIN FARMINGTON UT 84025
 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

THIS OFFER IS SUBJECT TO FORMAL ACCEPTANCE AND APPROVAL OF THE FARMINGTON CITY COUNCIL AT A NOTICED CITY COUNCIL MEETING SCHEDULED FOR SEPTEMBER 6, 2016 1PM

This form is COPYRIGHTED by the UTAH ASSOCIATION OF REALTORS® for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

September 16, 2016

Dave Millheim
City Manager
160 South Main St.
Farmington, UT 84025

RE: Steve Nelson Property 07-059-0094 and 07-059-0116
Farmington City Property 07-059-0090 and 07-059-0010

Dear Mr. Millheim,

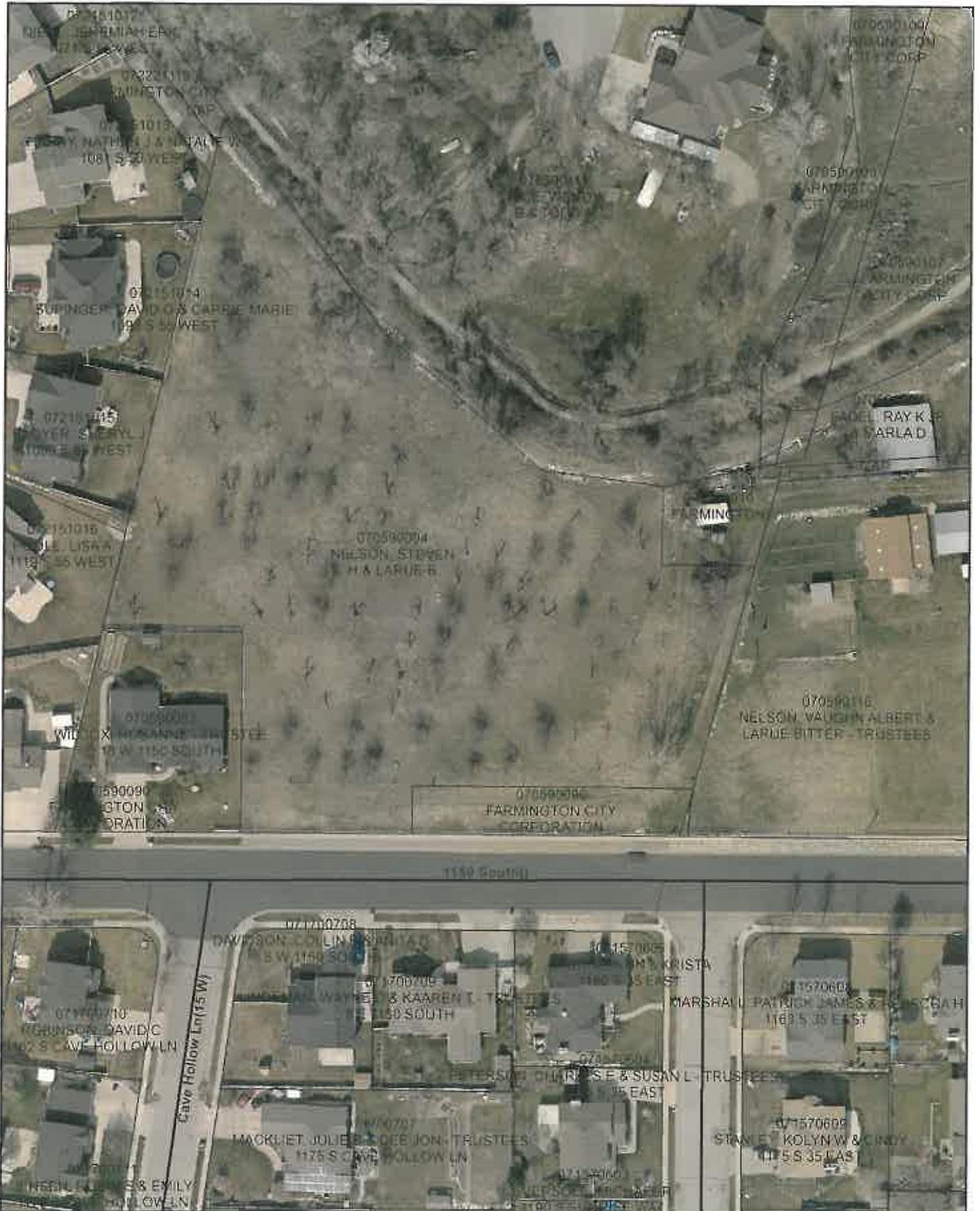
I hereby declare to the City of Farmington that I intend to abide by our mutual agreement to refrain from selling my property and the two Farmington City parcels, once acquired, to a developer. I have prepared the Zone Change Application and will seek to re-zone these parcels from their current designation of Agriculture and Residential to Large Residential (20,000 sf minimum lot size) to preserve the intent of our agreement.

Sincerely,

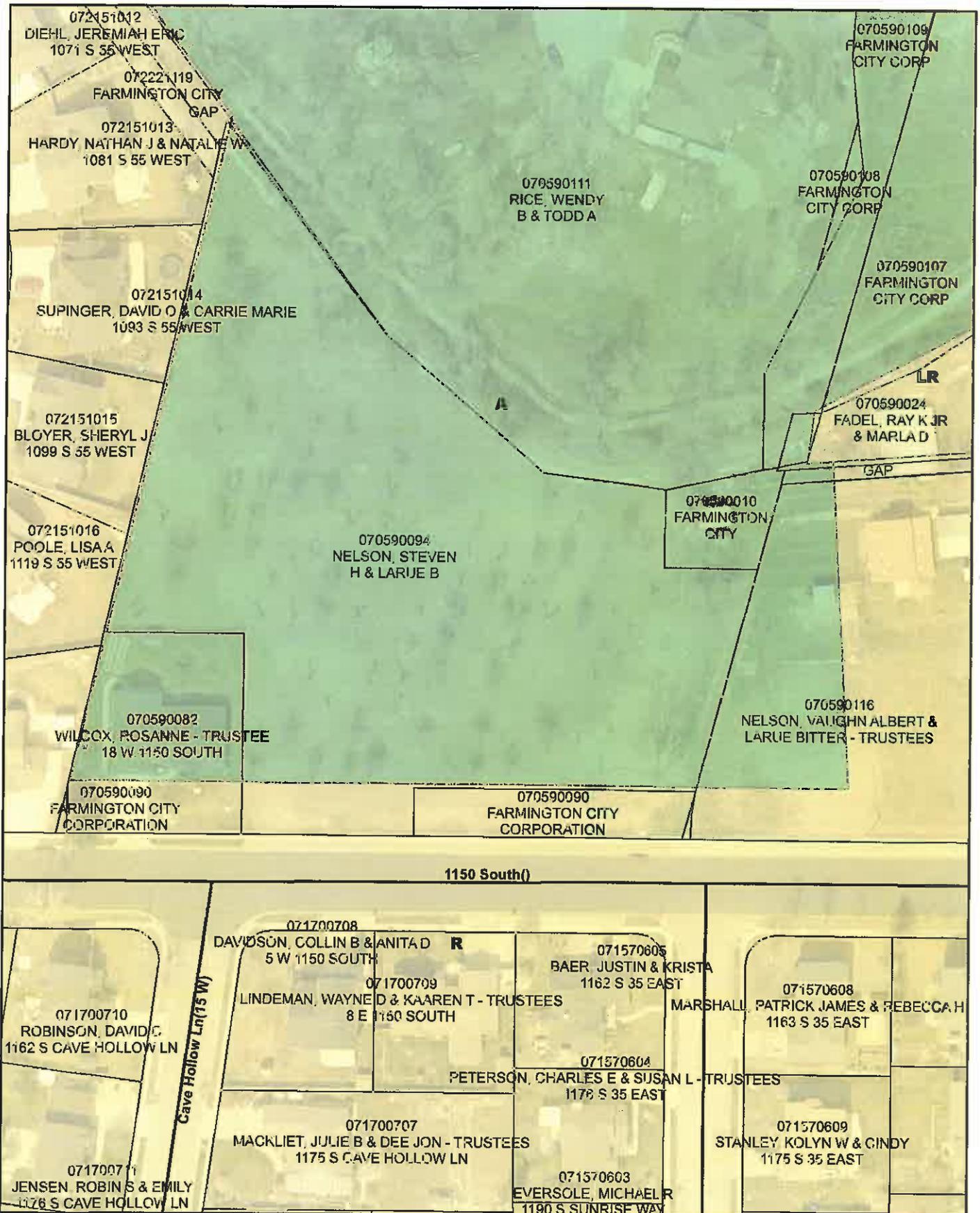
A handwritten signature in cursive script that reads "Steve Nelson".

Steve Nelson

Farmington City



Farmington City



CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2016

SUBJECT: Clark Lane Village Agreement for a Playground

ACTION TO BE CONSIDERED:

See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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: October 18, 2016

SUBJECT: **CLARK LANE VILLAGE 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.

Findings:

1. The City previously vacated a portion of the Clark Lane r.o.w. to CenterCal at the Chase Bank site negating the possibility of a second point of access in the future to and from the Public Works building.
2. The City does not want to vacate additional Clark Lane right-of-way in the event it obtains easements across the Chase Bank site for the said second point of access.
3. The City landscaped and installed a trail in the remaining unopened portions of the right-of-way for use by the public, and will maintain these improvements in perpetuity.
4. The landscaped area cannot be used for buildings because a major sanitary sewer trunk line traverses the same; nor can the area be used for parking (if vacated) because of the awkward triangular shape of the site.
5. The owners of the adjacent Clark Lane Village apartments suggested that the City allow them to encroach onto a small portion of the un-used right-of-way with play a ground area—in exchange for this, they will maintain the area instead of the City, which will save city resources regarding long-term operation costs.
6. The license agreement allows the City to immediately take back full use of its right-of-way as it deems necessary—for any reason.
7. The owners of Clark Lane Village apartments agree to provide an access easement through their property for City employees and those doing business at the Public Works building, and for other uses on 650 West, if the street and/or connection to State Street becomes impassible in the event of an emergency.

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 an 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, even though no easement now exists across the bank site, 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. Hopefully if such an emergency occurs, Station Park will allow the City to traverse across its property to get to Clark Lane. As an additional “back-up” (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 (on 650 West), 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

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 ~~January~~ ^{October}, 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

EXHIBIT B

Page 2 of 5

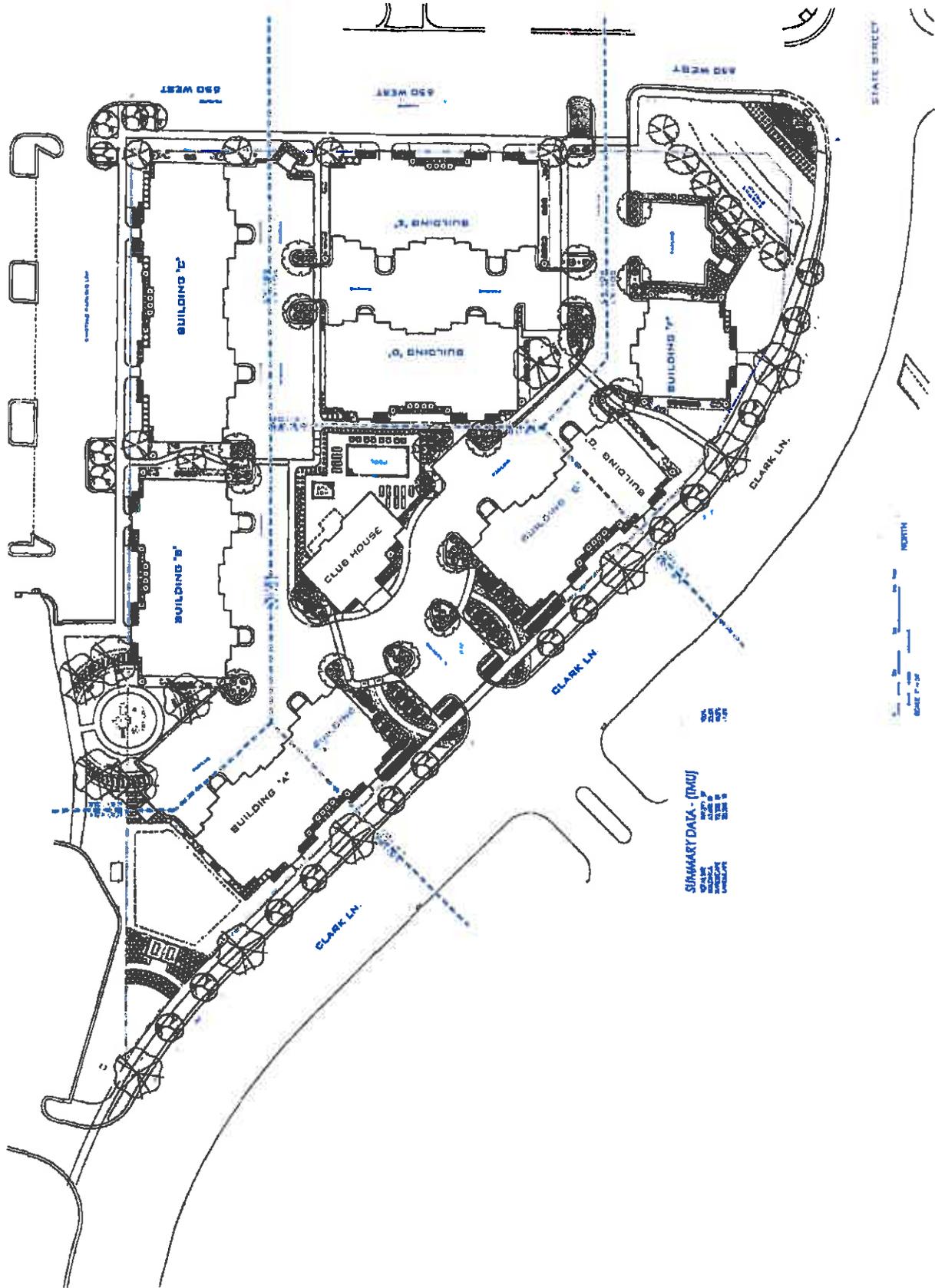
LOFT SIX FOUR
ARCHITECTURAL FIRM
1000 WEST 1000 SOUTH
SALT LAKE CITY, UT 84119
TEL: 313.700.1000
WWW.LS4ARCH.COM

DATE: 07.13.14
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]



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

TITLE: OVERALL LANDSCAPE PLAN
SHEET: LP100



SUMMARY DATA - (MAY)
DATE: 07.13.14
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]



LOFT SIX FOUR
1100 15TH AVENUE WEST
DENVER, CO 80202
TEL: 303.733.1100
WWW.LOFTSIXFOUR.COM



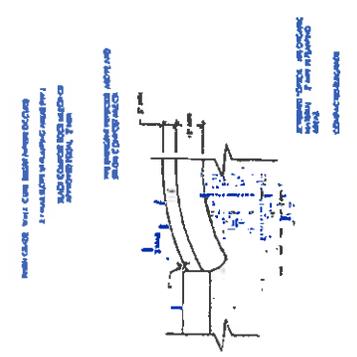
CLARK LANE
APARTMENTS
CLARK LANE, 1100 15TH AVENUE WEST
DENVER, CO 80202

DATE: 11/11/11
PROJECT: 1100 15TH AVENUE WEST
DRAWN BY: [Name]
CHECKED BY: [Name]
REVISIONS:

TITLE: LANDSCAPE DETAILS

SHEET

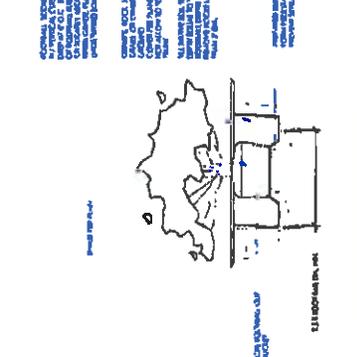
LP501



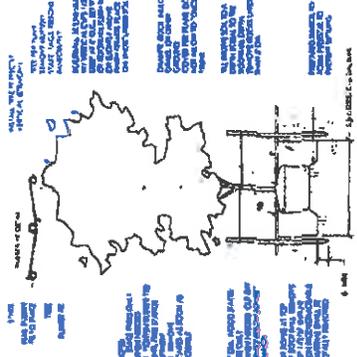
1 DECIDUOUS TREE PLANTING
SCALE: 1/4" = 1'-0"



2 SHRUB PLANTING AND PRUNING
SCALE: 1/4" = 1'-0"



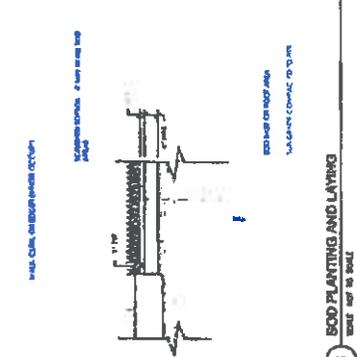
3 BLACK COMPOST MULCH PLANTING AREA
SCALE: 1/4" = 1'-0"



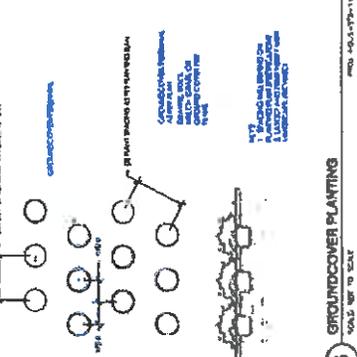
4 STEEL EDGING BETWEEN TURF PLANTING AREAS
SCALE: 1/4" = 1'-0"



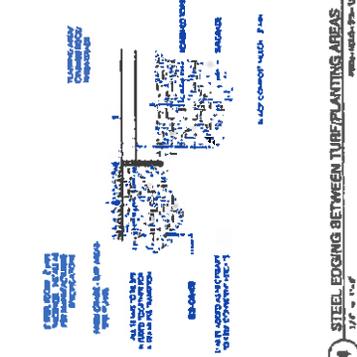
5 GROUND COVER PLANTING
SCALE: 1/4" = 1'-0"



6 BOD PLANTING AND LAYERING
SCALE: 1/4" = 1'-0"



7 GRASS PLANTING AND PRUNING
SCALE: 1/4" = 1'-0"



8 GRAY CRUSHER FINES BANDING
SCALE: 1/4" = 1'-0"

CONTRACTOR: [Name]
DATE: [Date]

NOTES:
1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER PLANTING SPECIFICATIONS.
2. MULCH SHALL BE APPLIED TO ALL PLANTING AREAS.
3. SOIL PREPARATION SHALL BE DONE PRIOR TO PLANTING.

REVISIONS:
1. [Revision 1]
2. [Revision 2]

APPROVED BY: [Signature]
DATE: [Date]

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2016

SUBJECT: City Manager Report

1. Police Monthly Activity Report for January – September 2016
2. Fire Monthly Activity Report for September
3. Executive Summary for Planning Commission held October 6, 2016
4. Request for Consideration of Days of 47 Horse Parade
5. Direction regarding Farmington History Book

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



Farmington City Police Department 2016 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	197	202	220	201	276	298	321	301	239			
Total Reports Officer	76	73	106	87	115	117	143	110	96			
Crime	86	108	91	95	129	142	145	161	110			
Accident	43	18	21	18	35	49	31	34	33			
Supp	41	46	36	49	52	59	43	51	44			
Citations	83	122	103	68	124	138	108	111	116			
Traffic	59	87	74	46	86	86	61	64	63			
Speed	13	25	25	13	18	20	7	9	17			
Parking	12	12	0	0	0	1	6	0	0			
Other	24	35	29	22	38	52	47	47	53			
Activities	2243	2250	2547	2231	2700	2932	2889	2757	2510			
Total Hours	750	732	742	802	979	1032	1148	1019	816			
Avg/Activity	20	19	17	21	21	21	23	22	19			
Investigations	77	83	79	60	81	74	69	78	90			
# Reports	32	34	36	44	35	54	28	26	38			



Farmington City Police Department 2016 - Summary Cont.

		AVG	YTD
Cases		250.56	2255
Reports	Officer	102.56	
	Crime	118.56	
	Accident	31.33	282
	Supp	46.78	
Citations	Total	108.11	973
	Traffic	69.56	
	Speed	16.33	147
	Parking	3.44	
	Other	38.56	
Activities	Total	2562.11	23059
	Hours	891.11	8020
	Avg/Act	20.33	
Investigations	Working	76.78	
	# Reports	36.33	327



Farmington City Fire Department

Monthly Activity Report



September 2016



Emergency Services

Fire / Rescue Related Calls: **26**
All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance / EMS Related Calls: **70 / Transported 35 (50%)**
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...

Calls Missed / Unable to Adequately Staff: **9 (8%)**

On-Duty Crew / Shift Dynamic Data / Sept 1st – 30th

Incident / On-Scene Hours / Month Total: **34.7 Hours (138.8 Man-Hours - Average)**

Ambulance Transport Related Hours / Month Total: **68 Hours (136 Man Hours - Minimum)**

Working Incident Hours (per person / 30-day avg): **9.1 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): **5.7 Minutes** **GOAL 4 minutes or less (+1.7 min.)**
Urgent Fire Related Response Times (AVG): **9.2 Minutes** **GOAL 4 minutes or less (+5.2 min.)**

Part-Time Man-Hours (based on the following 28-day pay range / Sept 9th – Sept 30th)

Part-Time Shift Staffing:	1,394	Budgeted 1,394	Variance + 0
Part-Time Secretary:	110	Budgeted 100	Variance + 10
Part-Time Fire Marshal:	90	Budgeted 80	Variance + 10
Part-Time Fire Inspector	70	Budgeted 64	Variance + 6
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime + 24
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	256	(Includes New Hire Boot Camp & Open House)	
Emergency Callbacks:	153	FIRE 44 Hrs. / EMS 109 Hrs. (YTD) 2,162	
Special Event Hours:	14	(YTD) 169	
Total PT Staffing Hours:	2,087	(YTD) 19,074	

Monthly Revenues & Grant Activity YTD

	Month	Calendar Year	FY 2017
Ambulance (August 2016):			
Ambulance Services Billed:	\$65,191.60	\$459,130.93 YTD	\$119,872.45
Ambulance Billing Collected:	\$33,769.82	\$206,764.05 YTD	\$57,547.94
<i>Variances:</i>	<i>-\$31,421.78</i>	<i>-\$252,366.88 YTD</i>	<i>-\$62,324.51</i>
Collection Percentages:	52%	45%	48%

Grants / Assistance / Donations

Grants Applied For:

None \$0 \$32,500 YTD

Grants / Funds Received / Awarded:

UBEMS – Additional \$500 towards previous grant \$ 500 \$7,000 YTD

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

Drill # 1– Officers Monthly Meeting & Training:	12	
Drill #2 – EMS / FIRE Haz-Mat Decon Operations	36	Avg. Wednesday Night Drill Att.
Drill #3 – ANNUAL LIFE SAFETY OPEN HOUSE	80	FFD Personnel This Month: 13
Drill #4 – FIRE / Ground Ladder Ops Drill	37	
Other:		
New PT Hire Boot Camp Training	64	
Other Training / NIMS / USAR / Vendor	27	
Total Training / Actual Hours Attended:	256	2,504 HRS YTD

Fire Prevention & Inspection Activities

	QTY	
New Business Inspections:		
Existing Business Inspections:	22	
Re-Inspections:	5	
Fire Plan Reviews & Related:	70 Items	
Consultations & Construction Meetings:	182 Items	
Station Tours & Public Education Sessions:	36	111 YTD

Health, Wellness & Safety Activities

	QTY	
Reportable Injuries:	1	1 YTD (Lifting / Leg Injury)
Physical Fitness / Gym Membership Participation %	100%	
Chaplaincy Events:	3	

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals: 3 8 YTD

Additional Narrative:

Emergent EMS response times averaged 5.7 minutes and Emergent FIRE response times averaged 9.2 minutes. Nine calls (8%) 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). 50% of all Ambulance calls resulted in transporting patients to hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. Full-time and Part-time staffing hours again exceeded typical parameters to accommodate various special events to include our Annual Life Safety Open House, which was a great success. This year’s fire prevention theme was “Don’t wait: Check the Date! Replace Smoke Alarms Every 10 Years”. Activities included Fire Truck Rides, Jr. Firefighter Combat Challenge, Face Painting, various information and education booths, Go-Cart Course and various other fun filled events. FFD also raised a



large amount of canned food for local foodbanks with the help of our schools – Special thanks to the Mayor and Council members for attending! FFD also hosted the annual 911 Flag Rock event without incident. No additional arson fires occurred during the month of September and no further developments in the investigation. September training encompassed Leadership Development, Hazardous Materials Decontamination Operations, Cardiac Monitor In-service Placement, Ladder Operations and New Hire Boot Camp training for several new hires. Due to a personal emergency, we lost one candidate at the start of Boot Camp. FFD received an additional \$500 from the Bureau of Emergency Medical Services towards the chest compression device awarded last month. Our EMS committee is in the process of evaluating a couple of devices before making a final recommendation for purchase. One of our crew members was taken to the hospital after sustaining an injury while moving a patient on a gurney down a set of stairs. This injury (Sciatica) was not serious; however, caused some lost time from work duties. Our leadership team reviewed this incident and identified additional on-scene manpower may help prevent further occurrences.



**FFD would like to give special recognition to our Youth Council who assisted with our open house!
Awesome Job!**

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

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

Respectfully,

Guido Smith
Fire Chief



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

- Since 1907



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 – City Planner
Date: October 18, 2016
SUBJECT: EXECUTIVE SUMMARY- PLANNING COMMISSION HELD OCTOBER 6, 2016

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on October 6, 2016 [note: five commissioners attended the meeting—Acting Chair Alex Leeman, Connie Deianni, Heather Barnum, Bret Gallacher, and Kent Hinckley. Commissioners Rebecca Wayment and Dan Rogers were excused.

Item 3 John Hansen (Public Hearing) – Applicant is requesting a recommendation for plat amendment approval to split Lot 2 of the Farmington Fields Amended Subdivision consisting of 1.34 acres of property located at 491 W. Bourne Circle in a CMU (Commercial Mixed Use) zone. (S-16-16)

Voted to recommend that the City Council approve the plat amendment and lot split as written in the staff report.

Vote: 5-0

Item 4 Craig Blackhurst and Jerry Preston – Elite Craft Homes (Public Hearing) – Applicant is requesting a recommendation for Zoning Map Amendment of .59 acres of property located at 306 East 100 North from OTR-F (Original Townsite Residential - Foothill) to LR-F (Large Residential - Foothill) zone. (Z-5-16)

The commissioners voted for denial (alternative motion “B”) on a vote of 3-2, with Alex Leeman and Brett Gallacher being the dissenting votes. The Commission was as ambivalent as staff on this particular item, as the split vote indicates. Much of the discussion on this item revolved around the proposition that a rezone does not set a precedent nor bind future City Councils to rezone properties in similar circumstances. However, the Planning Commission made the distinction that although there is not a legal precedent set, it has the potential to make similar rezones in the future more likely, because one of the justifications always used in a rezone is “what are the surrounding properties

and what are they zoned?” So there are mental markers where the City may be more likely to rezone a future property for a future property owner similarly to what they did for one of their neighbors previously, even if they do not have to legally. The three commissioners that voted for denial (Kent Hinckley, Heather Barnum, and Connie Deianni) did so because they feared that rezoning this property could potentially degrade the OTR zone and the intent of this zone by compromising the edges and moving towards the center, someday leaving only Main Street and State Street as OTR. The commissioners in favor of the rezone felt that this would not set a precedent, and that the OTR zone boundary should be further to the west independent of this application; these commissioners also felt that this being a vacant lot and there not being an existing historic home on the property lends itself to the applicant being able to get the highest and best use of their property.

Voted to recommend that the City Council deny the rezone as written in the staff report under alternative motion “B”.

Vote: 3-2 (Alex Leeman and Brett Gallacher were the dissenting votes.)

Item 5 Jonathan Hughes and Chase Freebairn – Ivory Homes (Public Hearing) – Applicants are requesting a recommendation for Zoning Map Amendment of 31.79 acres of property located at approximately 600 South 1525 West from AA (Agriculture - Very Low Density) to AE (Agriculture Estates) zone. (Z-2-16)

The commissioners voted to table this item because there was not enough information nor consensus to make a decision on the matter. The commissioners discussed the merits of rezoning this property based on the recognition that the 4218 development restriction line was erroneously drawn in the 1990s. Staff feels that regardless of where the 4218 line is, the property is currently zoned AA and should remain as such until compelling reasons are provided to rezone the property. Staff feels that rezoning the property to AE simply so that the applicant can develop his property as he desires is not compelling enough, and that the applicant should wait until there is a record of decision on the West Davis Corridor, which would create a new development restriction line, thus enabling the City to rezone and amend their General Plan citywide at that time. Some of the commissioners felt the opposite, that there was not good evidence to deny the rezone application.

Staff neglected to provide some information in the report regarding the General Plan, and because this was missing, the commissioners ultimately voted to table the item. Commissioners Gallacher and Leeman felt there was enough information to vote for approval of the item and the split vote reflects their sentiment.

Voted to recommend that the City Council table the rezone.

Vote: 3-2 (Alex Leeman and Brett Gallacher were the dissenting votes.)

Respectfully Submitted



Eric Anderson
City Planner

Review & Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
October 18, 2016

S U B J E C T: 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.