

JOINT CITY COUNCIL/PLANNING COMMISSION WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to answer questions the City Council may have on agenda items and legal training from the City Attorney for both the Planning Commission and City Council. 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, January 7th, 2014, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

7:05 Introduction of new Mayor and City Council Members/Administration of Oath of Office

7:15 Recognition of Citizens for Service to the Community

SUMMARY ACTION:

7:35 Minute Motion Approving Summary Action List

1. Approval of Minutes from December 17, 2013
2. Resolution appointing the City Recorder and City Treasurer
3. Reciprocal Use Agreement with Utah School Development FC, LLC
4. Storm Drain Agreement between Farmington City, Davis County and Kestral Bay, LLC
5. Final Plat and Final (PUD) Master Plan for the Kestrel Bay Townhomes PUD Subdivision
6. Ratification of Approvals of Storm Water Bond Logs

GOVERNING BODY REPORTS:

7:40 City Manager Report

1. Revisions to FEMA Map

2. Building Activity Report for November

7:50 Mayor Harbertson & City Council Reports

ADJOURN

A reception will be held in the Community Room at the conclusion of the City Council Meeting welcoming the new Mayor and new members of the City Council.

DATED this 2nd day of January, 2014.

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:
January 7, 2014

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

It is requested that City Council Member Cindy Roybal give the invocation/opening comments to the meeting and it is requested that City Council Member Jim Young lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
January 7, 2014

**S U B J E C T: Introduction of new Mayor and City Council Members/Administration
of Oath of Office**

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Mayor Harbertson will introduce Jim Talbot, the new Mayor and Brigham Mellor and Doug Anderson as new City Council members. Judge Connors will perform the administration of the Oath of Office.

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

CITY COUNCIL AGENDA

For Council Meeting:
January 7, 2014

S U B J E C T: Recognition of Citizens for Service to the Community

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Mayor Harbertson will be thanking citizens for their service to the community.

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:
January 7, 2014

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

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

FARMINGTON CITY COUNCIL MEETING

Tuesday, December 17, 2013

WORK SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, City Development Director David Petersen, Associate Planner Eric Anderson, City Engineer Chad Boshell, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey.

Review of Audit Report

Michael Ulrich, a Certified Public Accountant with Ulrich & Associates, shared information regarding Farmington City's audit report for the fiscal year ending June 30, 2013. Highlights included the general fund balance, the increase (or decrease) in fund balances, analysis of the budgeted amounts, revenues, property taxes, operating income, comparisons with prior years, and a debt schedule. He reported that City employees continue to enjoy working for Farmington City and said they did not discover any errors or problems.

Ovation Homes – Preliminary (PUD) Master Plan and Schematic Plan Approval for the Cottages at Rigby Road and an Ordinance to designate the Zone for the property as LR (PUD) and to annex said property into the corporate limits of Farmington City

Brad Frost, of Ovation Homes, said their original PUD proposal has 77 lots, 4 acres of open space, and a large senior living component, but they have submitted another proposal which would include 67 standard lots (10,000 square feet to ½ acre in size) and no open space. The City needs to decide if they want the open space to be available to the public or if they want the open space to be privatized. **David Petersen** distributed emails the City received regarding the original proposal of a PUD with 77 lots and 4 acres of open space, the new proposal's yield plan of 67 standard lots with no open space. The **Mayor** stated that the Council has not had a chance to review the second proposal, and he and members of the Council expressed concern regarding the fact that it was not reviewed by the Planning Commission. **Jim Talbot** said it has been the Council's practice not to act on proposals that have not been reviewed by the Planning Commission. **Cory Ritz** agreed and said it is also important for the public to see the new proposal. He and **Jim Talbot** have been fairly critical of conservation subdivisions and the option to pay a fee in lieu of open space, and this may be a situation for a combination of both. **Cindy Roybal** expressed concern about the placement of driveways, density and open space. She said Ovation Homes never presented a plan that complied with the City's ordinance. The new plan seems to be better, but the developer has not done enough to address the concerns of residents in the area. **Brad Frost** said they addressed every single item the Planning Commission requested, and he is not trying to circumvent anything. He asked for some direction of what is realistic regarding the two proposals.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, City Development Director David Petersen, Associate Planner Eric Anderson, City Engineer Chad Boshell, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Youth City Council Members Jarom Barnes and Daniel Montgomery were also in attendance.

CALL TO ORDER:

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

Mayor Harbertson began the meeting at 7:10 p.m., and the invocation was offered by John Bilton and the Pledge of Allegiance was led by Cindy Roybal.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Executive Summary for Planning Commission meeting held Decemer 5, 2013

The Summary was included in the staff report.

PRESENTATION OF PETITIONS AND REQUESTS:

Galen Rasmussen, of the Government Finance Officers Association, presented an “Award of Financial Reporting Achievement” to City Finance Director/Assistant City Manager Keith Johnson. This is the 12th year in a row that Keith Johnson has earned the Award, and he thanked staff and the Mayor and City Council for their support.

Review and Acceptance of Fiscal Year 2013 Audit Report

Auditor Mike Ulrich said the General Fund balance is \$1,559,530 with an unassigned balance of \$1,332,506. Revenues were \$224,000 higher than budgeted, and expenditures and transfers were \$258,000 less than budgeted. The fund balance is under the 25% limit in State Code. Mayor Harbertson pointed out that the City is very conservative, and the departments consistently come in under budget. He thanked staff for their hard work and diligence.

Motion:

Jim Young made a motion to accept the Audit Report for the Fiscal Year 2013. John Bilton seconded the motion which was unanimously approved.

PUBLIC HEARING:

Preliminary (PUD) Master Plan and Schematic Plan Approval for the Cottages at Rigby Road and an Ordinance designating the Zone for the Property as LR (PUD) and annexing said property into the corporate limits of Farmington City

David Peterson said this is a 23 ½-acre parcel north of 1800 N and approximately 1350 W (west of Main Street) with 77 lots and 4 acres of open space (primarily along the Haight Creek draw). However, the developer recently presented another plan for a conservation subdivision with 67 lots—each lot will be 10,000 square feet or more—and the open space of 4.9 acres would be waived. The Planning Commission has not seen the new proposal, and the City Council requested that this item be continued until their meeting on Jan. 21, 2014.

Motion:

John Bilton made a motion to continue this item until January 21, 2014. **Jim Talbot** seconded the motion which was unanimously approved.

Jim Talbot commended the public for their input and for addressing public officials in a professional manner and said all five Council members have served on the Planning Commission in the past and understand the importance of the process. **Cory Ritz** agreed and asked the public to remember that staff and the City Council are bound by City zoning and ordinances. He encouraged them to make constructive comments and consider all aspects of the proposal. **Cindy Roybal** attended all of the Commission meetings related to this issue and wanted the public to know that even though it has been a long process, it was done the right way.

PRESENTATION OF PETITIONS AND REQUESTS:

Henry Walker Homes – Additional height increase for the Avenues at Station Park

Eric Anderson said the City Council adopted a zone text change specifically for this project on October 1, 2013 with four conditions. Henry Walker Homes (HWH) has met each of the conditions, and staff is recommending approval of this request.

Leslie Mascaro, HWH representative, said they have met the four conditions which include: (1) a 300-foot minimum between the proposed development and adjacent housing; (2) trees planted every 20 feet along the western edge of the property (at least 60 trees); (3) three different housing types; and (4) a mix of uses in the development.

Mayor Harbertson commended HWH for their efforts on this project. **Cindy Roybal** agreed and thanked them for designing a better product. **Jim Talbot** thanked HWH for addressing the Council's concerns and their efforts in transitioning from a more traditional subdivision to Station Park. **John Bilton** has seen many different proposals for this property, and this is the best one. **Cory Ritz** said that because it is so close to existing neighborhoods, it should preserve the rural feel in the area. He plans to vote "no" on the request because he is opposed to making exceptions for a more intense use, especially if it is controversial, and he is against this request because of the high density of the project.

Motion:

Jim Young made a motion to approve the additional height increase for dwellings along local streets in the proposed Avenues at Station Park subject to all applicable Farmington City ordinances and development standards and the conditions and findings recommended by the

Planning Commission on December 5, 2013. **Cindy Roybal** seconded the motion which was approved by Council Members **Bilton, Roybal, Talbot and Young**. Council Member **Ritz** voted against the motion.

PUBLIC HEARING:

Project Master Plan for the Avenues at Station Park (Henry Walker Homes)

David Petersen pointed out some of the specific changes the applicant made: the units with 5 connected units were reduced to 4, balconies on the end units were added, one of the middle units was removed, and there is a substantial amount of open space in the center of the project. The open space requirement in an RMU zone is 35% and HWH is providing 38.8%.

Leslie Mascaro said the Planning Commission approved the Preliminary Plat on November 14th, and their input added to the City Council's input has made a very positive impact on their Plan.

The Public Hearing was opened at 8:05 p.m.

Wendy Rasmussen, 1233 W 175 S, is opposed to this project because of its high density—10.73 units per acre. The development to the south has ½-1½-acre lots, and the transition is too drastic. It does not coincide with the General Plan, and she wants Farmington to remain a pastoral community with a rural feel. A traffic study showed that when this project is finished, there will be 1,855 daily trips which will only compound an already congested 1100 W street. The project will negatively impact the surrounding property values, and she asked the Council to deny the request.

Janae Haycock, 74 N Belmont Drive, agreed with the previous comments and said although the changes in the single family homes were positive, she opposes the project. She lives on the street west of this project and is concerned about pedestrian safety at 1100 W and Clark Lane. This area does not need more businesses or traffic, and although flex space may work well in an urban area, it does not feel right for Farmington.

The Public Hearing was closed at 8:10 p.m.

David Petersen explained that there is not a prescribed density because it is a form-based code which considers the form of the buildings, open space, parking, and build-to lines. 1100 W is currently a minor arterial along the County fairground property but is slated to be a 5-lane major collector. If the WDC chooses the Glover Lane alignment, 1100 W from Station Park to Glover Lane will be a key route, and Park Lane will be realigned in the spring of 2014.

Suzanne Swanson asked if the road widens between the fairgrounds and the edge of this new development, and **Mr. Petersen** said it will be wider on the west side and HWH will install improvements on the west. The east side has curb and gutter but no side treatments so the ROW width is still unknown. The City plans to work with Davis County to install a sidewalk on the east side. **Jim Talbot** said although the public may not agree with some of the statements made by the City Council, it is unfair to say that they are unaware of what is going on because they have spent

a great deal of time and effort to make the transition bearable. **Cory Ritz** pointed out that 1100 W simply does not function properly, and whenever there is a big event at the Legacy Events Center, the large amount of traffic makes the area unsafe, and the County needs to provide sufficient parking space. He said this is a very urban, cutting edge development which feels out of place in this location. **Dave Millheim** agreed that the traffic situation will only become worse if steps are not taken to resolve the issues, and he asked for direction from the Council to meet with Davis County officials to address the issues.

Motion:

Cory Ritz made a motion to deny the request for the reasons listed previously. There was no second and the motion died.

Motion:

John Bilton made a motion to approve the Project Master Plan for the proposed Avenues at Station Park subject to all applicable Farmington City ordinances and development standards. The applicant must follow the zone lot standards set forth in Chapter 18 and comply to the Findings for Approval as listed in the staff report. **Jim Talbot** seconded the motion which was approved by Council Members **Bilton**, **Roybal**, **Talbot** and **Young**. Council Member **Ritz** voted against the motion.

Motion:

Cory Ritz made a motion to direct the City Manager to meet with the Davis County Commission to discuss traffic, parking, and pedestrian concerns related to 1100 W. The motion was seconded by **John Bilton** and unanimously approved.

SUMMARY ACTION

1. Approval of Minutes from the December 3, 2013 City Council meeting

Motion:

Jim Young made a motion to approve the item on the Summary Action List. **Cory Ritz** seconded the motion which was unanimously approved.

Street Cross-Section modification for 650 W (south of State Street) and a street vacation related thereto

City Engineer **Chad Boshell** said after further study and input and comments from the Planning Commission and City Council, staff is recommending that the City not vacate 650 W but incorporate it into a wider park strip that fronts the charter school. They are also recommending approval of a street cross-section with one modification—a 10-12' asphalt trail which the charter school will help maintain. The modification will be a temporary measure until such time as the City needs the right of way.

Motion:

Jim Young made a motion to approve the cross section modification as recommended by the Planning Commission and not to approve the street vacation related thereto. **Cory Ritz** seconded the motion which was unanimously approved.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- A request for a Park Lane Pedestrian/Bike Overpass (\$12,500,000) was submitted to UDOT last year and will be submitted again this year. Because UDOT funds are so limited, it may be several years until the project is approved, but the City must continue to raise awareness of its important projects.
- The Finance Director prepared a sales tax chart showing the three highest payees and a breakdown of the other retailers in the City. Farmington City leads the state in sales tax generation growth.
- He distributed copies of the City's Snow Removal Plan and said they received an unusually high number of calls about snow removal in west Farmington. The City's policy is to clear the major arterials first, then the hills and minor streets, and finally the flat, dead-end cul de sacs. **Cory Ritz** reported that 475 S and streets in Farmington Creek Estates were plowed very little, if at all, but trail was plowed prior to the streets. He suggested that more tickets for parking violations be issued during the winter.
- UDOT is in the final stages of installing a new signal light on State Street and 200 W. Because the City must pay for any upgrades, the Council approved \$7,522.20 to powder coat the light poles.
- The Wasatch Front Regional Council has requested a concept report related to the Park Lane Pedestrian/Bike Overpass request submitted to UDOT.

Mayor – Scott Harbertson

- The Mayor, **Jim Talbot**, **David Petersen**, **Eric Anderson**, and **Bob Murri** met with 13 very well qualified applicants and chose seven members and two alternates to serve on the 2014 Planning Commission.

Motion:

Jim Young made a motion to approve the list of Planning Commission appointments. The motion was seconded by **Jim Talbot** and unanimously approved.

- The Public Works Department needs additional space, a separate entrance, and a basic storage area for trailers. The Council directed staff to hire an architect to draft the plans and to obtain bids for the project.

City Council

Cory Ritz:

- The Mosquito Abatement District Board recently approved the acquisition of an adjoining piece of property for a much needed expansion of their facilities.

John Bilton:

- He asked for an update on a possible jail expansion, and the City Manager said he had not heard from the County.
- He appreciated **Cory Ritz's** votes on the HWH development and said this is the first form-based code in the City, and it will be interesting to observe the other components that will come about in the next few years.

Cindy Roybal:

- She thanked the **Mayor**, the Council and staff for the opportunity to serve on the City Council.

Jim Young:

- He respected **Cory Ritz'** views on the HWH issue and said sometimes cities can be victims of the laws of unintended consequences. What we did with the Avenues was not a precedent. It was a unique situation with a buffer that will not exist in other areas.

Jim Talbot:

- He thanked the **Mayor** and the City Council for their service and association during the past several years and their ability to freely discuss the issues with each other.

ADJOURNMENT

Motion:

Jim Talbot made a motion to adjourn the meeting. The motion was seconded by **John Bilton** and unanimously approved, and the meeting was adjourned at 9:30 p.m.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: January 2, 2014

SUBJECT: **RESOLUTION APPOINTING THE CITY RECORDER AND CITY TREASURER**

RECOMMENDATION

Approve the attached Resolution appointing Holly Gadd as City Recorder and Shannon Harper as City Treasurer.

BACKGROUND

Pursuant to Utah Code Section 10-3-916, the City is required to appoint a recorder and treasurer after a municipal election.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager

FARMINGTON, UTAH

RESOLUTION NO. _____

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL APPOINTING
THE FARMINGTON CITY RECORDER AND FARMINGTON CITY
TREASURER IN ACCORDANCE WITH STATE LAW**

WHEREAS, pursuant to *Utah Code Annotated* Section 10-3-916, the City is required to appoint a recorder and treasurer; and

WHEREAS, the Mayor, with the advice and consent of the City Council, desires to make the appointments as required by statute;

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

Section 1. **Appointment.** The following individuals are hereby appointed to the designated offices within Farmington City. The persons appointed shall serve at the pleasure of the City Council and until their successors are appointed and qualified. The persons appointed and their appointments made herein shall be subject to the ordinances, rules and regulations of Farmington City and the laws of the State of Utah:

City Recorder	Holly Gadd
City Treasurer	Shannon Harper

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 7TH DAY OF JANUARY, 2014.**

FARMINGTON CITY

ATTEST:

Holly Gadd
City Recorder

By: _____
Scott C. Harbertson
Mayor



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: January 2, 2014

Subject: **APPROVE RECIPROCAL USE AGREEMENT WITH CHARTER SCHOOL**

RECOMMENDATIONS

Approve the enclosed reciprocal use agreement with the charter school for field and parking lot use.

BACKGROUND

This agreement was part of the sale of the 5 acres to the charter school along 650 West. The City attorney wrote the agreement and the Mayor already signed it with the closing documents for the sale of the land to them. The City attorney advised that the City Council should approve this agreement even though it has already been signed and recorded along with the sale of the land as it was a condition of the sale. It is the agreement between the City and the charter school on the use of the shared fields and parking that they are going to build.

Respectfully Submitted,



Keith Johnson,
Assistant City Manager

Review and Concur,



Dave Millheim,
City Manager

Farmington City
160 North Main St
Farmington, Ut 84025
08-076-0115 (part)
6-057866

RECIPROCAL USE AGREEMENT

THIS RECIPROCAL USE AGREEMENT (the "Agreement") is made and entered into as of the 17 day of December, 2013, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **UTAH SCHOOL DEVELOPMENT FC, LLC**, a Utah limited liability company, hereinafter referred to as "USD".

RECITALS

A. The City owns property that it plans to develop into a public park (the "Park Property").

B. USD has acquired property from the City which (the "School Property") adjacent to the Park Property on which it will develop a facility that will be operated by a tenant of USD as a public charter school (the "School") under the laws of the State of Utah.

C. USD's plans for development of the School Property include a play field with a soccer field and a parking lot, both of which will be adjacent to the Park Property.

D. USD desires to develop a portion of the City's Park Property adjacent to the School Property, to obtain use of the Park Property for School purposes, and to provide for City use of a portion of the School Property subject to the provisions specifically set forth herein.

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. Incorporation of Recitals. The foregoing Recitals are hereby incorporated as a part of this Agreement.

2. Development of Park Property Facilities. USD agrees to construct on the Park Property a parking lot and two (2) soccer fields (collectively the "Park Property Facilities"), as more particularly depicted on the site plan for USD's development as approved by the City. Construction of the Park Property Facilities is conditioned on approval of plans and issuance of necessary construction permits in accordance with the City's standard administrative procedures. The City shall have the right to oversee and inspect the construction of the Park Property Facilities to ensure that it is completed in strict accordance with the approved plans. Park property Facilities shall only include those items identified in this paragraph and shall not include other park Facilities on property owned by the City and not a part of this Agreement.

3. Extension of Secondary Water. The City hereby agrees to work in good faith to extend secondary water lines to the boundary of the Park Property to facilitate the installation of irrigation systems by USD in connection with construction of the Park Property Facilities. All costs associated with the extension of the secondary water lines to the Park Property boundary shall be borne by the City. Such work shall be completed, if practicable, not later than April 15, 2015.

4. Development of School Property Facilities. USD agrees to construct on the School Property a parking lot and a soccer field (the "School Property Facilities"), as more particularly depicted on the site plan for USD's development as approved by the City. Construction of the School Property Facilities is conditioned on approval of plans and issuance of necessary construction permits in accordance with the City's standard administrative procedures.

5. Use: Priority of Use. The parties hereby agree to a priority of use of the Park Property Facilities and the School Property Facilities as follows:

a. USD's tenant or assign will have priority use of the Park Property Facilities during normal school hours when school is in session.

b. The City will have priority to schedule recreational activities and practices at the Park Property Facilities outside normal school hours when school is in session.

c. During hours that school is not normally in session, when the Park Property Facilities are not being used for recreational activities or practices, USD's tenant or assign may schedule the Park Property Facilities for School-related purposes, if not competing with other City recreation programs.

d. The City will have the right to schedule other City-approved events at the Park Property Facilities whenever they are not being used for School-related purposes.

e. When the Park Property Facilities are not being used for School-related purposes or City-scheduled events, the Park Property Facilities will be open to the general public during hours established by the City.

f. The City will have the right to schedule City-approved events at the School Property Facilities outside School hours when the facilities are not being used for School-related purposes.

g. The public may park in the parking lot located on the School Property Facilities outside School hours.

6. Scheduling. USD agrees that, by not later than July 31st of each year, USD's tenant or assign will provide the City with information regarding the days and hours of normal School operations for the upcoming School year. The City shall, within thirty (30) days of receipt of the schedule from the School, provide a list of its expected and intended use of the Park Property Facilities and the School Property Facilities. The parties shall then meet to determine the manner in which any conflicts in scheduling will be resolved. The parties hereby agree to work in good faith to accommodate the needs and schedule of each party, subject to the priority of use provisions, above.

7. Maintenance of Improvements. Upon completion of the improvements and facilities specified herein, each party shall be responsible for the maintenance of all facilities located on their respective property, including but not limited to watering, mowing, plowing, general upkeep, and repairs due to ordinary wear and tear. However, USD or its tenant or assign shall be responsible for

plowing the parking lot located on the Park Property Facilities on days in which school is in session. Each party shall bear all costs associated with its own responsibilities.

8. Damage to Facilities. Any costs for damage done to the Park Property Facilities during the use by USD or its tenant or assign shall be paid for by USD or its tenant or assign. Likewise, any costs for damage done to the School Property Facilities by City participants shall be paid for by the City. In either event, normal wear and tear from use shall not be considered damage.

9. Operation of Facilities. It is the responsibility of each party to keep the other party's facilities in a high degree of cleanliness and repair at all times following any organized event. USD's tenant or assign shall be responsible for providing staffing supervision and security during School use of the Park Property Facilities. The City and its authorized users of the School Property Facilities are solely responsible for providing staffing, supervision, and security as deemed necessary by City personnel.

10. Insurance. Each Party will obtain general liability insurance adequate to protect both the City and the School for use of the parties' respective property.

11. Liability and Indemnification. The City and USD agree to indemnify and hold harmless the other party from any and all claims for injury or property damage that arise out of the actions, omissions, or negligence of that party or their employees, agents, contractors, or officers as a result of this Agreement. Both parties also agree to indemnify and hold harmless the other for claims or injuries, including attorney fees, that may occur during that party's or that's party's invitees' operations on the other party's property.

12. Term. This Agreement shall be perpetual.

13. Binding Effect. This agreement shall run with the land and shall bind each party's successors and assigns, in perpetuity, and shall be recorded in the office of the Davis County Recorder.

14. Assignment. USD may, without prior consent, assign this Agreement to a public Utah charter school upon the school's purchase of USD's property.

15. Entire Agreement. The parties hereto agree that this Agreement contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either party prior to the date hereof and is binding upon the successors of the respective parties.

16. Dispute Resolution/Attorneys Fees. The Parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. Should the Parties be unable to resolve a dispute and the services of an attorney be required to enforce this Agreement, the defaulting Party shall be required to pay reasonable attorney's fees and costs incurred by the non-defaulting party.

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

ATTEST:

Holly Gadd
Holly Gadd, City Recorder



FARMINGTON CITY

By: Scott C. Harbertson
Scott C. Harbertson, Mayor

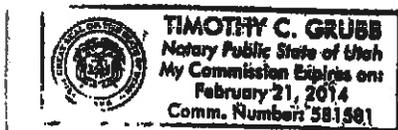
UTAH SCHOOL DEVELOPMENT FC,
LLC

By: [Signature]
Its: MANAGER

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 18 day of December, 2013, personally appeared before me **Scott C. Harbertson**, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said **Scott C. Harbertson** acknowledged to me that the City executed the same.

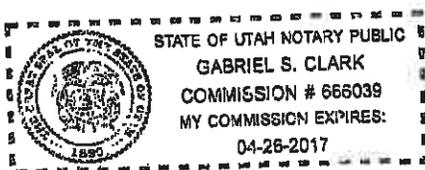


Scott C. Harbertson
Notary Public

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 17th day of December, 2013, personally appeared before me *Sheldon Killpack*, who being duly sworn, did say that he is the Manager of **UTAH SCHOOL DEVELOPMENT FC, LLC**, a Utah limited liability company, and that he signed the foregoing instrument in behalf of the company, with proper authority, and duly acknowledged that he executed the same.



Sheldon Killpack
Notary Public

Order No.: 6-057866

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Beginning at a point which is South 00°05'50" East 473.66 feet along the quarter section line and South 90°00'00" West 3.95 feet to the line of the property owned by Utah Department of Transportation from the center of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah and running thence South 90°00'00" West 337.51 feet; thence South 0°00'00" East 26.08 feet; thence South 90°00'00" West 270.73 feet to a point 20 feet Easterly from the top bank of a stream; thence Northeasterly along said line North 36°12'40" East 60.76 feet, North 25°00'10" East 67.11 feet, North 25°46'40" East 66.33 feet, North 32°55'22" East 97.73 feet, North 30°33'52" East 56.47 feet, North 30°48'40" East 60.62 feet, North 36°08'11" East 57.53 feet, North 50°39'16" East 48.30 feet, North 56°01'08" East 63.21 feet, North 55°21'40" East 63.44 feet, North 45°20'11" East 122.62 feet to the UDOT property line; thence along said line the following 2 courses and distances: curve to the left radius = 1915.87, Arc = 110.60, Chord bearing and distance = South 60°47'20" East 110.59 feet central angle = 3°18'28"; thence South 04°48'25" East 508.69 feet to the point of beginning.

Parcel 1A:

Together with a right of way for an irrigation ditch and ingress and egress for the purpose of maintaining, repairing and replacing the irrigation ditch. Also the right of ingress and egress to maintain a water well over and across the property as described in Warranty Deed recorded in Book 1354 at Page 866 of official records.

Also:

Together with a perpetual right of way and easement for the purpose of operating, maintaining and repairing a water well over and across the property as described in easement and right of way, subject to the terms and conditions therein, recorded June 6, 1990 as Entry No. 893013 in Book 1354 at Page 870 of official records.

Parcel No.: 08-076-0115 (Part)



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: December 20, 2013

SUBJECT: **STORM DRAIN AGREEMENT BETWEEN FARMINGTON CITY,
DAVIS COUNTY AND KESTRAL BAY, LLC**

RECOMMENDATIONS

1. Authorize the Mayor to execute the attached agreement between Farmington City, Davis County and Kestral Bay, LLC for Storm Drain Improvements with the portions of City funds to be paid from account 54-700520
2. As a condition of approval, the developer may record the respective plats for Kestral Bay Townhomes and Kestral Bay Estates once all other city required steps and conditions have been satisfied for those projects. No building permits will be issued for either project until the said storm drainage improvements outlined in the attached agreement have been installed and accepted by both FEMA and the City.

BACKGROUND

A few years ago, the County placed a storm drainage facility east of I-15 that was limited due to the pipe size going under the freeway. Since that time Kestral Bay Townhomes received development approval from the City with one of the conditions being resolution of some area storm drainage challenges. Kestral Bay Estates is currently moving through the approval process. The developer of the Leavitt property has submitted a Conditional Letter of Map Revision (CLOMR) to FEMA which has been reviewed by both the City and County. We expect FEMA to issue final approval once the improvements in the CLOMR are installed thus satisfying the final city condition placed on this project.

The County maintains the facility. The City benefits from other properties being removed from the flood plain and the developer needs to make storm drainage improvements for his respective projects. All three parties have negotiated the attached agreement to cover costs and responsibilities. This approach was discussed a few Council meetings ago and staff was directed to prepare a written agreement for formal consideration.

The agreement calls for the City and the developer to split the materials costs with County crews to do the installation work subject to their specifications. All three parties have invested considerable effort to get to a point which is felt by all to be a shared solution to the drainage challenges of the area.

Respectfully Submitted



Dave Millheim
City Manager

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of December, 2013, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," Davis County, a political subdivision of the State of Utah, hereinafter the "County," and Kestrel Bay LLC, a Utah limited liability company (or its assigns), hereinafter referred to as "Kestrel Bay."

RECITALS:

WHEREAS, Kestrel Bay has an option to purchase property located in the City and has received final plat approval for the development of a residential subdivision on the property (the "Kestrel Bay property"), subject to the installation of storm drainage improvements to resolve storm drainage concerns existing on the property; and

WHEREAS, the City and the County control and operate storm drainage channels and facilities in proximity to the Kestrel Bay property that, with certain improvements, can accommodate the storm drainage flows from the Kestrel Bay property to allow its development, as planned and approved; and

WHEREAS, the City and the County have each independently determined that installation of storm drainage improvements required for Kestrel Bay may provide collateral and tangential benefits to neighboring properties, and are therefore, willing to participate in the installation of the improvements, as more fully set forth herein;

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. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated as a part of this Agreement.

2. **Cooperative Agreement.** The parties hereby agree to cooperate to accomplish the installation of the storm drainage improvements as set forth in the construction plans attached hereto as Exhibit "A," and incorporated herein by reference (the "Improvements"), and as more fully set forth herein.

3. **Cost of Materials.** The parties hereby agree that Kestrel Bay and the City shall share equally in the cost of all materials and supplies necessary to complete the Improvements as set forth on Exhibit A. On or before April 1, 2014, Kestrel Bay hereby agrees to place in escrow with the City the sum of Sixty Five Thousand Dollars (\$65,000) representing one half of the estimated cost of the materials and supplies necessary to install the Improvements. Upon receipt of the escrow deposit, the City shall notify the County of receipt of the funds and shall authorize the County to proceed with the construction of the Improvements. In the event the cost of materials and supplies exceeds One Hundred Thirty Thousand Dollars (\$130,000), Kestrel Bay

agrees to pay one half of the amount in excess of One Hundred Thirty Thousand Dollars (the "Excess Amount") to the City within 15 days of notice of the costs. In no event shall the Excess Amount exceed Thirty Thousand Dollars (\$30,000) (for a total cost of materials and supplies of \$160,000). In the event of any dispute between the parties regarding the cost of materials and/or supplies needed to complete the Improvements, or the required Improvements, the parties hereby agree to act in good faith to resolve such dispute(s). In the event an agreed upon resolution cannot be reached by the parties, the City and Kestrel Bay hereby agree that the County shall determine in good faith the Improvements to be installed and the materials and supplies to be utilized (subject to either the City or Kestrel Bay approving the County's determination). In the further event the escrow Deposit required hereunder is not made, the City shall have the authority to terminate this Agreement, in writing, and upon such termination this Agreement and all of its provisions shall be null and void and no parties shall have any obligations to any other party hereunder.

4. **Installation of Improvements.** The parties hereby agree that the County, at its own expense, shall provide labor and equipment to install and shall undertake all construction work needed to complete the Improvements strictly in accordance with the Construction Plans in Exhibit A. Construction shall be undertaken and pursued to completion with diligence and in a good and workmanlike manner. Construction shall be completed within 90 days after notice to proceed from the City or July 1, 2014 (whichever occurs first), subject to the issuance of necessary permits from the Utah Department of Transportation and Utah Division of Water Rights (stream alteration permit), and FEMA as set forth in Sections 6, 7 and 8, below.

5. **Plat Recording.** The City has given final approval for the plat of the Kestrel Bay Townhomes, subject to Kestrel Bay resolving the storm drainage concerns on the property. The parties hereby agree that installation of the Improvements will satisfy the above-stated condition of approval. Upon receipt of the escrowed funds as set forth in Section 3, above, and upon satisfaction of all other conditions as set forth in the ordinances, rules and regulations and standard practices of the City, the City shall allow the recording of the final plat for the Kestrel Bay Townhomes subdivision. The recording of the plat will allow construction to proceed on the installation of public improvements within the subdivision, or serving the subdivision, but no occupancy of structures shall be allowed until the Improvements have been completed of upon Farmington City approval.

6. **UDOT Permits.** A permit from the Utah Department of Transportation is required for the installation of the Improvements. Kestrel Bay shall be responsible to obtain all required permits, permissions and interests from UDOT for the installation of the Improvements, including the payment of any fees or costs required to obtain the permits. Any issued permits must be approved by the City prior to any construction, which approval shall not be unreasonably withheld. The parties all agree to provide their full cooperation in Kestrel Bay's efforts to obtain the required permits.

7. **Stream Alteration Permit.** A permit from the Utah Division of Water Rights may be required for any alteration of the Steed Creek channel or drainage. Kestrel Bay shall be responsible to obtain all required permits, permissions and interests from Division of Water

Right for the installation of the Improvements, including the payment of any fees or costs required to obtain the permits. Any issued permits must be approved by the City and the County prior to any construction, which approval shall not be unreasonably withheld. The parties all agree to provide their full cooperation in Kestrel Bay's efforts to obtain the required permits.

8. **FEMA LOMR.** Kestrel Bay has submitted an application for and has received from the Federal Emergency Management Administration (FEMA) a Conditional Letter of Map Revision (CLOMR) relating to the flood plain on its property. Kestrel Bay hereby agrees to forthwith submit the Construction Plans in Exhibit A to FEMA and to obtain written approval and assurance from FEMA that the plans satisfy the condition of approval in the CLOMR. Such written approval shall be provided to the City and the County by Kestrel Bay immediately upon receipt. Any costs associated with application for and receipt of approval from FEMA shall be the responsibility of Kestrel Bay. The parties agree to provide their full cooperation in Kestrel Bay's efforts to obtain the required approval. In the event FEMA is unable or unwilling to provide the required written approvals prior to April 1, 2014, then Kestrel Bay's obligation to make payment into escrow with the City shall be extended until ten days after receipt by Kestrel Bay of the signed agreement from FEMA.

9. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and no prior representations, warranties or promises pertaining to the subject matter hereof which are not contained herein shall not be of any force or effect.

10. **Governing Law and Venue.** This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement shall be with the Second District Court of Davis County, State of Utah.

11. **Headings and Captions.** The headings and captions relating to the separate paragraphs of this Agreement are for convenience only and shall not be interpreted or deemed to be substantive or binding.

12. **Allocation of Liability.** Each party shall perform the obligations it has assumed under the Agreement in a reasonable manner and in compliance with all applicable laws. Liability for any costs, liabilities, judgments, fines, fees (including attorneys' fees) or other losses (hereafter collectively "Losses") arising from the construction and maintenance of the Improvements shall be allocated as follows:

- a. Each party shall be liable and responsible for any Losses arising from or in connection with its respective actions undertaken pursuant to this Agreement or those actions or inactions which constitute a breach of the obligations assumed under this Agreement.
- b. All other Losses shall be allocated as otherwise provided by applicable law.

- c. In cases where a lawsuit, enforcement proceeding, administrative hearing or other adjudicative proceeding is commenced against any party for or on account of Losses for which the other party may be solely or jointly liable under this Agreement, the party thus served shall give the other party timely written notice of the pendency of such proceeding, and thereupon the party so notified shall assume or join in the defense thereof. Neither party shall be bound by any judgment against the other party unless it shall have been so notified and shall have reasonable opportunity to assume or join in the defense of the action.
- d. Nothing provided in this Agreement is intended to waive, modify, limit or otherwise affect any defense or provisions that the parties may assert with respect to any third party under Title 63G, Chapter 7 of the *Utah Code* as amended.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one single agreement. Facsimile transmission or email submission (pdf format) of any signed original document, and the retransmission of any signed facsimile or email submission shall be the same as delivery of an original.

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

“CITY”

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

“DAVIS COUNTY”

By: _____
Its: _____

"KESTREL BAY" L.L.C.



By: J. SCOTT BALLINGER

Its: MANAGER

CITY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On the ____ day of _____, 2013, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.

My Commission Expires:

Notary Public
Residing at:

COUNTY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

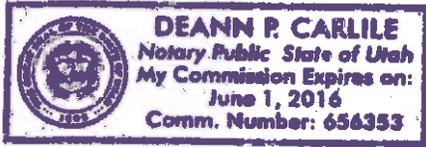
On the ____ day of _____, 2013, personally appeared before me _____, who being duly sworn, did say that he/she is the Chair of the Davis County Commission, a political subdivision of the State of Utah, and that the foregoing instrument was signed in behalf of the County by authority of the County Commission and said _____ acknowledged to me that the County executed the same.

My Commission Expires:

Notary Public
Residing at:

KESTREL BAY ACKNOWLEDGMENT

On the 30th day of December, 2013, personally appeared before me Jeffrey Scott Balling who being by me duly sworn did say that (s)he is the manager of Kestrel Bay, L.L.C. a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



My Commission Expires:

6/1/16

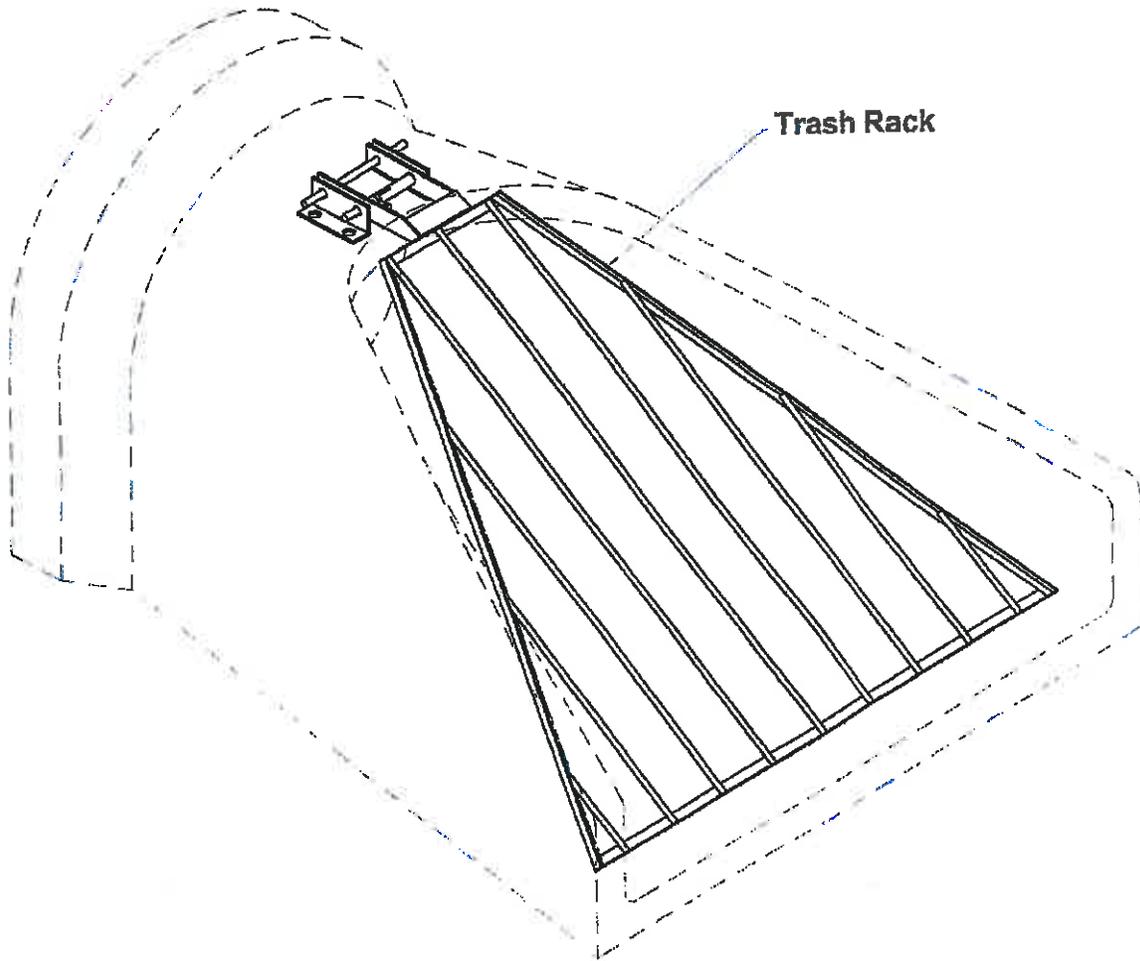
Deann P. Carlile

Notary Public

Residing at:

Davis County, Utah

EXHIBIT A



Size	Item Code	Weight
12"	5921100	24 #
15"	5921200	27 #
18"	5921300	31 #
21"	5921400	35 #
24"	5921500	38 #
30"	5921600	50 #
36"	5921700	69 #
42"	5921800	76 #
48"	5921900	83 #



Oldcastle Precast

801 West 12th Street, Ogden, Utah 84404
Phone: 801-398-1171 Fax: 801-392-7849

Trash Rack

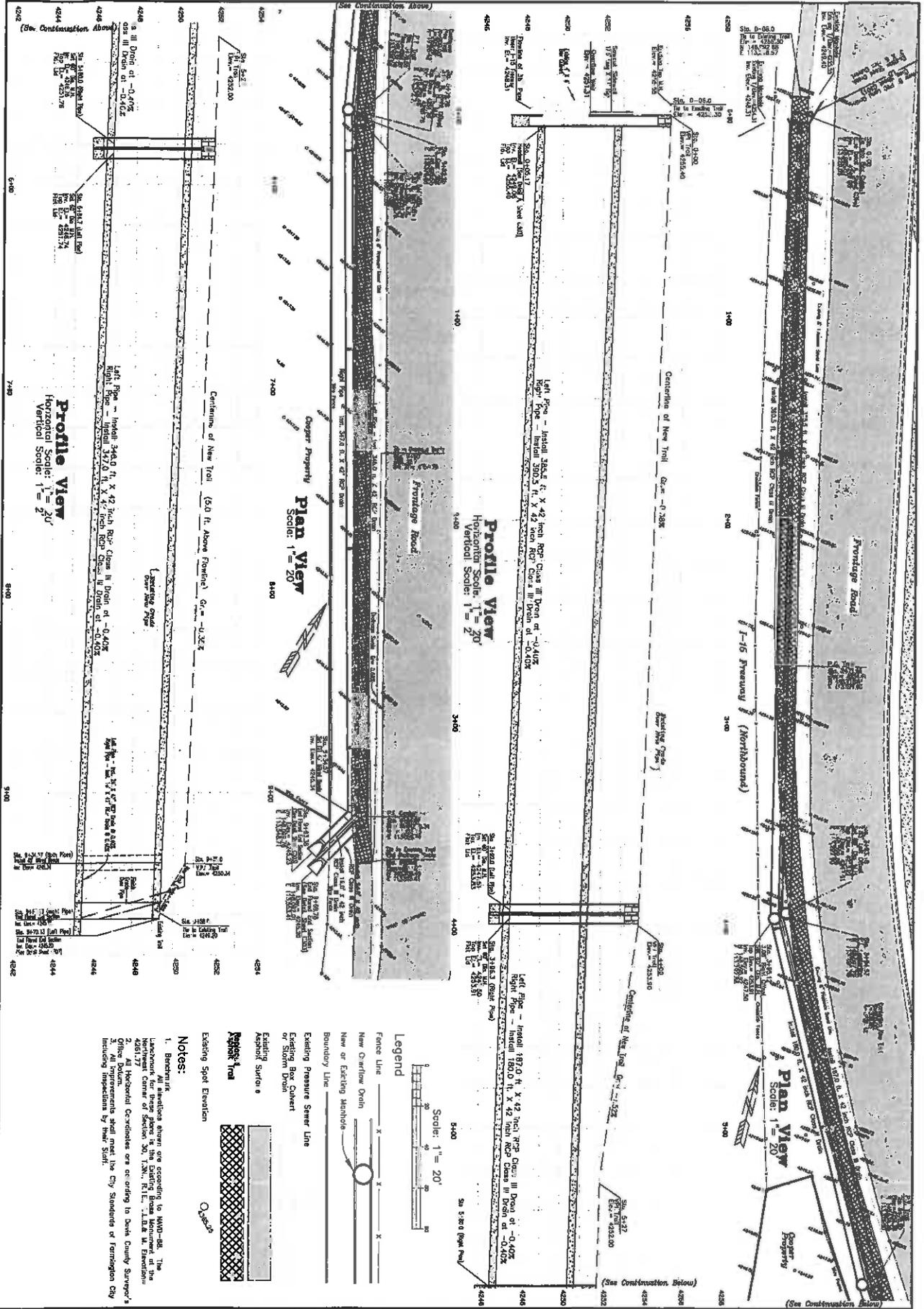
FILE NAME: 210DAHTRASHRCK

ISSUE DATE: 3/2010

www.oldcastleprecast.com

**Trash Rack
for Concrete End Section
Galvanized**

Copyright © 2010



Profile View
Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 2'

Plan View
Scale: 1" = 20'

Plan View
Scale: 1" = 20'



Notes:

1. Benchmarks: All elevations shown are according to WAD-88. The location of the benchmark is shown on the plan view. The benchmark is located at the Northwest corner of Section 20, T22N, R10E, S10E, Utah County, Utah 84611.77.
2. All horizontal coordinates are as shown on Utah County Surveyor's Office maps.
3. All improvements shall meet the City Standards of Farmington City including inspections by their staff.

Revisions

Date	Description	By
4-24-13		

Kestrel Bay Estates P.U.D.
Steed Creel Overflow Drain
For Scott Balling

Balling Engineering
Civil Engineering * Surveying * Planning
323 East Pages Lane
P.O. Box 806
Canterville, Utah 84014
Phone: (801) 295-7237
Fax: (801) 298-0418
Email: scottballing@gmail.com

Surveyor D.K. Balling
Date Surveyed 4-24-13
Drafting J. S. Balling
Checked By J. S. Balling
Submitted Date 12-23-13
File Number

Kestrel Bay P.U.D.

Engineer's Estimate

December 26th, 2013

by Scott Balling P.E.

(2)- 42 inch Pipe, Materials Only

Steed Creek Overflow Drain

Item No.	Units	Description	Quantity	Unit Price	Total Price
1	Lin. Ft.	42" C76-ClII Reinforced Concrete Pipe	1,880	\$ 54.00	\$ 101,520.00
2	Each	42" - 45° Mitred Bend RCP Class 3	2	\$ 1,400.00	\$ 2,800.00
3	Each	42" RCP Flared End Sections	2	\$ 740.00	\$ 1,480.00
4	Each	Trash Rack for End Section	2	\$ 450.00	\$ 900.00
5	Each	60" Dia. Manholes Base	4	\$ 726.00	\$ 2,904.00
6	Each	60" Dia. Manholes Lid	4	\$ 295.00	\$ 1,180.00
7	Each	30" Ring and Cover	6	\$ 230.00	\$ 1,380.00
8	Each	Rubber Manhole Steps	25	\$ 15.00	\$ 375.00
9	Pails	Soap	15	\$ 50.00	\$ 750.00
10	Rolls	Sealant	6	\$ 12.00	\$ 72.00
11	Lump Sum	Materials for New Connection Manhole at Sta. 0+00	1	\$ 1,700.00	\$ 1,700.00
11	Tons	Gravel Bedding Material	300	\$ 17.00	\$ 5,100.00
12	Sq.Ft.	2 inch Asphalt on 4" Base Trail Replacement	7,648	\$ 1.80	\$ 13,766.40
			Sub-total		\$ 133,927.40

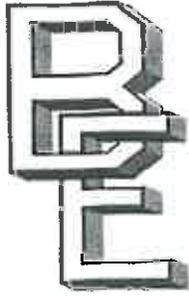
Preliminary Plat Plan Review

Subdivision Name: Date Reviewed:
Revision Number: Date Drawings Received:

Below is a list of items that needs to be addressed:

1. Need to provide a soils report.
2. Street cross sections on title sheets and all other locations showing the cross sections need to have 12" of compacted road base.
3. Street cross sections on title sheets and all other locations showing the cross sections need to show a 2% slope on the crowns.
4. The water line that connects in the 450 south intersection needs a valve.
5. The water line between lots 101 and 105 is curved and needs to be straightened out.
6. The road at lots 101 and 105 does not line up with the road at lots 127 and 106, this gives a site distance problem on Kestrel Bay Drive.
7. The storm drain along lots 108, 109, and 110 needs to be marked as private. What is it draining?
8. The water line in front of lots 117 and 118 has a curve, it needs to be straightened and a bend installed.
9. Show all sign locations with dimensions from fixed points.
10. The new crosswalk on 450 south has a flat section of curb that needs to be addressed.
11. The land drain slopes shown on the profile on sheet C301 are wrong.
12. Need to address property restoration where the land drain is to be installed on sheet C301.
13. The new manholes on the double barrel 42" pipes may have conflicts being so close, this needs to be addressed.
14. It appears that it would be possible to increase the slope of the 42" pipes to 0.4%, the City's standard, this needs to be addressed.
15. The 42" storm drain pipes and overflow structure needs to be reviewed by Kirk Schmalz the Davis County Public Works Director.
16. Portions of the trail are higher than the road and does not provide adequate drainage, this needs to be addressed.
17. Portions of the trail do not have adequate clearance over the new pipe.
18. The box culvert tie in needs two manholes, one located on the edge of the box culvert and new structure and the other on the east edge of the new structure. The manholes need steps in to the structure.
19. Cutting a weir into the box culvert as shown poses a significant structural problem, this needs to be addressed.
20. Need to show elevations of the box culvert at the tie in. Is the weir elevation constant or does it stay 1.5' deep. Another cross section view would clarify this.

Address all comments and make the above corrections during the Final plat process. If you have any questions please contact me.



Ballings Engineering

323 East Pages Lane
P.O. Box 805
Centerville, Utah 84014
Phone: (801) 295-7237
Fax: (801) 299-0419
Email: jscottballing@gmail.com

December 23rd, 2013

Chad Boshell
Farmington City Engineer
Email: cboshell@farmington.utah.gov

Re: Response to Preliminary Plat Plan Review dated 12-05-13

Dear Chad:

Attached is a narrative review of the plans and revisions dated 12-05-13. I notice that you indicated the drawings were received on 12-02-13. I know that I delivered the plans to your building on 11-26-13. This is not a big deal but I wonder if they are not being forwarded to you in a timely manner?

1. *Need to provide a soils report.*

I have previously provided a copy of the soils report with the submission of the preliminary plans but I assume it has not been forwarded to your office. I have attached a copy with this submittal for your use.

2. *Street Cross Sections*

On page 19 of the above mentioned soils report is a recommendation for road sections based on their testing. These recommendations seem more stringent than the city requirements and we feel it would be best to follow their suggestions. Also, the soils report found organic materials to a substantial depth which will require additional over-excavation. In addition we will be raising the grade of much of this project in order to provide drainage to the existing sewer systems. Therefore we are proposing a minimum road section based on this report as follows:

- 3" Asphalt
- 6" Compacted Road Base
- 12" Compacted Granular Sub-base

I have made changes to Sheet C001 of the plans accordingly. Please review this suggestion and let me know if this will meet your standards.

3. *Road Cross Section Slope*

I have added the 2.0% slope to the crown of the typical road sections as shown on sheet C001.

4. *Valve on 450 South Water Line*

A valve on the connection to 450 South Water Line has been added as shown on Sheet C102.

5. *Delete Curve in Water Line*

The curve in the water line between Lots 101 and 105 has been straightened out as shown on Sheet C102.

6. *Road Alignment between lots 101 and 106, Site Distance*

I have straightened out the road as requested and the new alignment is shown on sheets C101 through C103

7. *Drain Line between Lots 108, 109 and 110*

I have shown this as a private drain on sheet C102. This drain will be maintained by the Kestrel Bay Homeowner's Association. The drain collects all of the runoff from the Common Area in the middle of the property (See Drainage Area 3 of the Storm Drain Study, Sheet C004)

8. *Bending Waterline fronting Lots 117 and 118.*

The bend in the waterline has been eliminated and a bend and block has been added.

9. *Sign Locations*

Is it possible that when we provide final plans with plan/profile sheets of all roads we can show a station and offset for the location of all signs? Therefore I will include this information with the final plans.

10. *Flat Curb by new crosswalk on 450 South Street*

As discussed with you on 12-19, this issue will be resolved with the submittal of final plan/profiles.

11. *Slope of Land Drains on Sheet C301*

I could not find any problems with the slope of the land drains however, I have had to revise this slope from 0.25% to 0.20% to meet the required 0.40% slope on the new Steed Creek Overflow Drain.

12. *Property Restoration over Land Drain*

I have added a note to the top of Sheet C301 addressing the restoration of property adjacent to the land drain. Also included is information concerning utility services during construction.

13. *New Manholes on double barrel 42" pipes may be to close*

I have increased the space between the two pipes from 1.0 ft. to 1.50 ft as shown on sheets C302 and C303. The exterior radius of a 60" Manhole is 3.00 ft. The distance from the center of a 42" pipe to the exterior of the adjacent pipe is $(1.75' + 0.33' + 1.50' = 3.58')$ therefore there should be 7 inch spacing between manholes and adjacent pipe.

14. *Increase slope to 0.40% on 42" Drain Pipes*

I have increased the slope of these pipes as requested to 0.40% as shown on sheet C302. The prior slope allowed more slope in the land drain but I think this difference is insignificant so we will be in compliance.

15. *Review of plans by Davis County Flood Control*

Plans have previously been delivered to Davis County Flood Control. I am providing them with these revised plans for their review.

16. *Drainage when portions of trail are higher than adjacent road.*

I have added a drainage swale between the trail and the road from sta. 7+50 to the South tie into the existing trail. This swale has a slope of 0.68% to the south and is shown on Sheet C302. Grades of the Swale are also shown in the cross-sections on Sheet C303.

17. *Adequate Cover for trail over pipe.*

I have checked all section of the trail and they all have an 8 inch minimum cover over the pipes. I have also added this as a note to the drawing.

18. *Additional manhole access and stairs.*

I have added the additional manhole and stairs as we discussed on 12-20. This is shown on Sheet C303

19. *Structural concerns about saw cut of existing Box Culvert*

I have provided an additional sectional view for the portion of the box culvert that will be cut on Sheet C303. Also included in this submittal are structural calculations and design for the revised box culvert.

20. *Elevations of weir for box culvert*

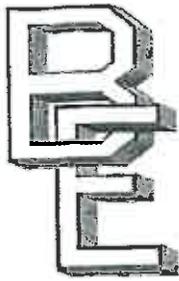
I don't think a constant elevation of the weir is of any significant importance. Therefore I believe a constant offset from the top of the box would provide more ease in construction. I have provided an additional sectional view, Section C-C, on Sheet C303 as requested.

Item 5 of the Agreement that is going to the City Council for the participation on the Steed Creek Storm Drain stipulates that the Drain Fees are a requirement prior to the approval and recording of Kestrel Bay Townhomes. Accordingly I have revised agreements with the Leavitt Family that the required Drain Deposit be included with the purchase of the Townhome property which proceeds the development of the P.U.D. Property. It seems that the approval and plans for this drain should be included with the plans for the Townhomes which will be considered concurrent with the agreement on January 7th Council Meeting. I have moved these plans from the P.U.D. Project to the Townhome project accordingly. Items 12 through 20 of these comments should be considered as final approval for the Townhomes Project.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Scott Balling". The signature is fluid and cursive, with a long horizontal stroke at the end.

J. Scott Balling
Attached Plans
Cc: Kirk Schmaltz



Balling Engineering

323 East Pages Lane
P.O. Box 805
Centerville, Utah 84014
Phone: (801) 295-7237
Fax: (801) 299-0419
Email: jscottballing@gmail.com

December 26th, 2013

Chad Boshell
Farmington City Engineer
Email: cboshell@farmington.utah.gov

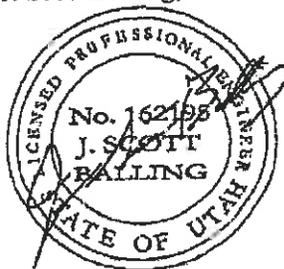
RE: Structural Calculations for New Manhole on Steed Creek Drain Overflow

Dear Chad:

Attached are the design calculations for the new Manhole. This design is based on a surface loading of 200 lbs/sq.ft. I have shown that a new concrete beam will be installed to carry the loading of the top of the box culvert after the portion of the side is removed as well as the loading from the new box. There is also information showing the shear loading of the re-bars that will be doweled into the top of the existing box. The plans have been updated to show these revisions. Please call me if you have questions.

Sincerely,

J. Scott Balling, P.E.



Title Block Line 1
 You can change this area
 using the "Settings" menu item
 and then using the "Printing &
 Title Block" selection.
 Title Block Line 6

Title :
 Engineer:
 Project Desc.:

Job #

Printed: 20 DEC 2013 2:47PM

ENERCALC, INC. 1993-2012, Build 6.12.R.20 Ver: 2.12.6.31
 Licensee: TBSE, INC.

Concrete Beam

Proj # : KW-06003004

Description : Wier Beam

CODE REFERENCES

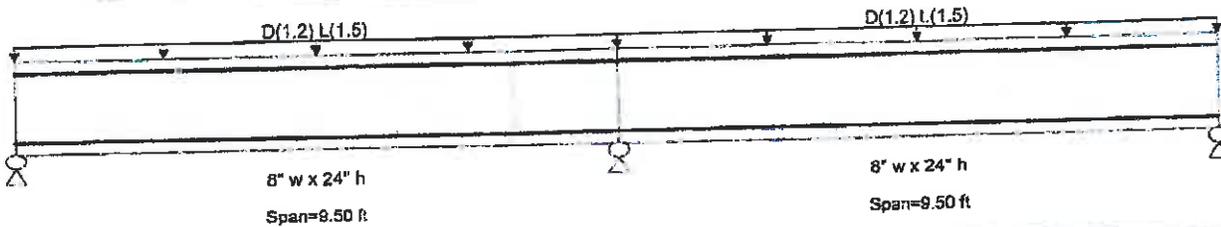
Calculations per ACI 318-05, IBC 2006, CBC 2007, ASCE 7-05
 Load Combination Set : ASCE 7-05

Material Properties

f'_c	=	4.0 ksi	ϕ Phi Values	Flexure :	0.90
$f_r = f'_c / 12$	=	474.342 psi		Shear :	0.750
ψ Density	=	145.0 pcf	β_1	=	0.850
λ Lr/Wt Factor	=	1.0			
Elastic Modulus	=	3,122.0 ksi	Fy - Stirrups	=	60.0 ksi
			E - Stirrups	=	29,000.0 ksi
f_y - Main Rebar	=	60.0 ksi	Stirrup Bar Size #	=	# 4
E - Main Rebar	=	29,000.0 ksi	Number of Resisting Legs Per Stirrup	=	1.0



Load Combination ASCE 7-05



Cross Section & Reinforcing Details

Rectangular Section, Width = 8.0 in, Height = 24.0 in

Span #1 Reinforcing....

2-#5 at 3.0 in from Bottom, from 0.0 to 9.50 ft in this span

2-#5 at 3.0 in from Top, from 0.0 to 9.50 ft in this span

Span #2 Reinforcing....

2-#5 at 3.0 in from Bottom, from 0.0 to 9.50 ft in this span

2-#5 at 3.0 in from Top, from 0.0 to 9.50 ft in this span

Service loads entered. Load Factors will be applied for calculations.

Applied Loads

Beam self weight calculated and added to loads

Load for Span Number 1

Uniform Load : D = 1.20, L = 1.50 k/ft, Tributary Width = 1.0 ft

Load for Span Number 2

Uniform Load : D = 1.20, L = 1.50 k/ft, Tributary Width = 1.0 ft

DESIGN SUMMARY

Maximum Bending Stress Ratio = 0.788 : 1
 Section used for this span **Typical Section**
 Mu : Applied -45.937 k-ft
 Mn * Phi : Allowable 58.301 k-ft
 Load Combination +1.20D+0.50Lr+1.60L+1.60H
 Location of maximum on span 0.000 ft
 Span # where maximum occurs Span # 2

Maximum Deflection
 Max Downward L+Lr+S Deflection
 Max Upward L+Lr+S Deflection
 Max Downward Total Deflection
 Max Upward Total Deflection

Design OK
 0.004 in Ratio = 28741
 0.000 in Ratio = 0 < 360
 0.008 in Ratio = 14900
 0.000 in Ratio = 999 < 180

Vertical Reactions - Unfactored

Load Combination	Support 1	Support 2	Support 3
Overall MAXimum	10.308	34.358	10.308
D Only	4.964	16.546	4.964
L Only	5.344	17.812	5.344
D+L	10.308	34.358	10.308

Support notation : Far left is #1

Shear Stirrup Requirements

Between 0.00 to 1.40 ft, $\Phi V_c/2 < V_u \leq \Phi V_c$, Req'd Vs = Min 11.4.5.1, use stirrups spaced at 10.000 in
 Between 1.45 to 5.65 ft, $V_u < \Phi V_c/2$, Req'd Vs = Not Req'd, use stirrups spaced at 0.000 in
 Between 5.70 to 13.30 ft, $\Phi V_c/2 < V_u \leq \Phi V_c$, Req'd Vs = Min 11.4.5.1, use stirrups spaced at 10.000 in
 Between 13.35 to 17.55 ft, $V_u < \Phi V_c/2$, Req'd Vs = Not Req'd, use stirrups spaced at 0.000 in
 Between 17.60 to 18.95 ft, $\Phi V_c/2 < V_u \leq \Phi V_c$, Req'd Vs = Min 11.4.5.1, use stirrups spaced at 10.000 in

SET Anchoring Adhesive

REBAR SHEAR IN EXISTING CONCRETE

Tension Loads for Rebar Dowels in Normal-Weight Concrete

Rebar Size No (mm)	Drill Bit Dia in.	Embed Depth in (mm)	Critical Edge Dist in (mm)	Critical Spacing Dist in (mm)	Tension Load Based on Bond Strength						Tension Load Based on Steel Strength ASTM A615 Grade 60 Rebar Allowable lbs. (kN)
					f _c ≥ 2000 psi (13.8 MPa) Concrete			f _c ≥ 4000 psi (27.6 MPa) Concrete			
					Ultimate lbs. (kN)	Std. Dev. lbs. (kN)	Allow. lbs. (kN)	Ultimate lbs. (kN)	Std. Dev. lbs. (kN)	Allow. lbs. (kN)	
#4 (12.7)	%	4 1/4 (108)	6 3/4 (162)	17 (432)	16,480 (73.3)	245 (1.1)	4,120 (18.3)	18,320 (81.5)	560 (2.5)	4,580 (20.4)	4,800 (21.4)
		6 (152)	9 (229)	24 (610)	19,360 (86.1)	678 (3.0)	4,840 (21.5)	19,360 (86.1)	—	4,840 (21.5)	
#5 (15.9)	%	5 (127)	7 1/4 (191)	20 (508)	24,800 (109.4)	2,598 (11.6)	6,160 (27.4)	26,040 (115.8)	1,740 (7.7)	5,510 (24.5)	7,440 (33.1)
		9 3/4 (238)	14 1/4 (359)	37 1/2 (953)	48,960 (215.2)	2,841 (12.6)	12,095 (53.8)	48,360 (215.2)	—	12,095 (53.8)	
#6 (19.1)	%	6 3/4 (171)	10 1/4 (257)	27 (686)	38,360 (170.7)	4,044 (18.0)	9,598 (42.7)	48,500 (215.2)	1,583 (6.8)	10,125 (45.0)	10,560 (47.0)
		11 1/4 (286)	16 1/4 (429)	45 (1143)	65,020 (289.2)	3,162 (14.0)	16,255 (72.3)	65,020 (289.2)	—	16,255 (72.3)	
#7 (22.2)	1	7 1/4 (197)	11 1/4 (295)	31 (787)	47,760 (212.4)	1,266 (5.6)	11,940 (53.1)	47,760 (212.4)	—	11,940 (53.1)	14,400 (64.1)
		13 1/4 (333)	19 1/4 (498)	52 1/4 (1354)	81,560 (362.8)	3,575 (15.9)	20,390 (90.7)	81,560 (362.8)	—	20,390 (90.7)	
#8 (25.4)	1 1/4	9 (229)	13 1/4 (343)	36 (914)	53,680 (238.8)	—	13,420 (59.7)	53,680 (238.8)	—	13,420 (59.7)	18,960 (84.3)
		15 (381)	22 1/4 (572)	60 (1524)	94,240 (419.2)	7,520 (33.5)	23,550 (104.8)	94,240 (419.2)	—	23,550 (104.8)	
#9 (28.6)	1 1/4	10 3/4 (267)	15 1/4 (387)	40 3/4 (1029)	53,680 (238.8)	7,977 (35.5)	13,420 (59.7)	53,680 (238.8)	—	13,420 (59.7)	24,000 (106.8)
		16 1/4 (429)	25 1/4 (645)	67 1/4 (1715)	111,460 (495.8)	5,763 (25.5)	27,865 (123.9)	111,460 (495.8)	—	27,865 (123.9)	
#10 (31.8)	1 1/2	11 1/4 (286)	18 1/4 (429)	45 (1143)	76,080 (338.1)	1,408 (6.3)	19,000 (84.5)	76,080 (338.1)	—	19,000 (84.5)	30,480 (135.6)
		18 1/4 (476)	28 (711)	75 (1905)	125,840 (559.8)	9,561 (42.5)	31,460 (139.9)	125,840 (559.8)	—	31,460 (139.9)	
#11 (34.9)	1 1/2	12 1/4 (314)	18 1/4 (476)	49 1/2 (1257)	87,500 (389.2)	3,498 (15.6)	21,875 (97.3)	87,500 (389.2)	—	21,875 (97.3)	37,440 (166.5)
		20 1/4 (524)	28 (711)	82 1/2 (2096)	132,080 (587.5)	11,297 (50.3)	33,020 (146.9)	132,080 (587.5)	—	33,020 (146.9)	



* See page 13 for an explanation of the load table notes

Epoxy Adhesives

1. Allowable load must be the lesser of the bond or steel strength.
2. The allowable loads listed under allowable bond are based on a safety factor of 4.0.
3. Refer to allowable load-adjustment factors for spacing and edge distance on pages 31 and 33.
4. Refer to in-service temperature sensitivity chart for allowable load adjustment for temperature.
5. Anchors are permitted to be used within fire-resistive construction, provided the anchors resist wind or seismic loads only. For use in fire-resistive construction, the anchors can also be permitted to be used to resist gravity loads, provided special consideration has been given to fire-exposure conditions.
6. Anchors are not permitted to resist tension forces in overhead or wall installations unless proper consideration is given to fire exposure and elevated-temperature conditions.
7. Allowable load based on bond strength may be interpolated for concrete compressive strengths between 2000 psi and 4000 psi.

Shear Loads for Rebar Dowels in Normal-Weight Concrete

Rebar Size No (mm)	Drill Bit Dia in.	Embed Depth in (mm)	Critical Edge Dist in (mm)	Critical Spacing Dist in (mm)	Shear Load Based on Concrete Edge Distance			Shear Load Based on Steel Strength ASTM A615 Grade 60 Rebar Allowable lbs. (kN)
					f _c ≥ 2000 psi (13.8 MPa) Concrete			
					Ultimate lbs. (kN)	Std. Dev. lbs. (kN)	Allow. lbs. (kN)	
#4 (12.7)	%	4 1/4 (108)	6 3/4 (162)	6 3/4 (162)	15,156 (67.4)	542 (2.4)	3,790 (16.9)	3,860 (13.6)
		6 (152)	9 (229)	24 (610)	15,156 (67.4)	—	3,790 (16.9)	
#5 (15.9)	%	5 (127)	7 1/4 (191)	7 1/4 (191)	24,245 (107.8)	1,121 (5.0)	6,060 (27.0)	4,740 (21.1)
		9 3/4 (238)	14 1/4 (359)	37 1/2 (953)	24,245 (107.8)	—	6,060 (27.0)	
#6 (19.1)	%	6 3/4 (171)	10 1/4 (257)	10 1/4 (257)	33,195 (147.7)	2,314 (10.3)	8,300 (36.9)	6,730 (29.9)
		11 1/4 (286)	16 1/4 (429)	45 (1143)	33,195 (147.7)	—	8,300 (36.9)	
#7 (22.2)	1	7 1/4 (197)	11 1/4 (295)	11 1/4 (295)	47,017 (209.1)	2,227 (9.9)	11,755 (52.3)	9,180 (40.8)
		13 1/4 (333)	19 1/4 (498)	52 1/4 (1354)	47,017 (209.1)	—	11,755 (52.3)	
#8 (25.4)	1 1/4	9 (229)	13 1/4 (343)	13 1/4 (343)	58,980 (261.9)	—	14,720 (65.5)	12,085 (53.8)
		15 (381)	22 1/4 (572)	60 (1524)	58,980 (261.9)	—	14,720 (65.5)	
#9 (28.6)	1 1/4	10 3/4 (267)	15 1/4 (387)	15 1/4 (387)	58,980 (261.9)	1,487 (6.6)	14,720 (65.5)	15,300 (68.1)
		16 1/4 (429)	25 1/4 (645)	67 1/4 (1715)	58,980 (261.9)	—	14,720 (65.5)	
#10 (31.8)	1 1/2	11 1/4 (286)	18 1/4 (429)	18 1/4 (429)	65,840 (292.9)	7,120 (31.7)	16,460 (73.2)	19,430 (86.4)
		18 1/4 (476)	28 (711)	75 (1905)	65,840 (292.9)	—	16,460 (73.2)	
#11 (34.9)	1 1/2	12 1/4 (314)	18 1/4 (476)	18 1/4 (476)	81,400 (362.1)	5,598 (24.7)	20,350 (90.5)	23,870 (106.2)
		20 1/4 (524)	28 (711)	82 1/2 (2096)	81,400 (362.1)	—	20,350 (90.5)	



* See page 13 for an explanation of the load table notes

REDUCTION FOR EDGE DISTANCE
 0.45 (3790) =
 ALLOW = 1705 LBS.
 ACT. LOAD = 1575 LBS.

1. Allowable load must be the lesser of the load based on concrete edge distance or steel strength.
2. The allowable loads based on concrete edge distance are based on a safety factor of 4.0.
3. Refer to allowable load-adjustment factors for spacing and edge distance on pages 32 and 34.
4. Refer to in-service temperature sensitivity chart for allowable load adjustment for temperature.
5. Anchors are permitted to be used within fire-resistive construction, provided the anchors resist wind or seismic loads only. For use in fire-resistive construction, the anchors can also be permitted to be used to resist gravity loads, provided special consideration has been given to fire-exposure conditions.

C-SAS-2012 © 2012 Simpson Strong-Tie Company Inc.

SET Technical Information

Load-Adjustment Factors for SET Adhesive in Normal-Weight Concrete: Edge Distance, Shear Load

How to use these charts:

1. The following tables are for reduced edge distance.
2. Locate the anchor size to be used for either a tension and/or shear load application.
3. Locate the embedment (E) at which the anchor is to be installed.
4. Locate the edge distance (C_{act}) at which the anchor is to be installed.
5. The load-adjustment factor (f_c) is the intersection of the row and column.
6. Multiply the allowable load by the applicable load-a-
7. Reduction factors for multiple edges are multiplied
8. Adjustment factors do not apply to allowable steel
9. Adjustment factors are to be applied to allowable sl based on concrete edge distance values only.

Edge Distance Shear (f_c)

Edge Dist. Cact (in.)	Dia. Rebar	3/4"		1"		#4		1/2"		#5		3/4"		#6	
		E	C_{cr}												
1 1/2"		0.40	0.32	0.35	0.37	0.20	0.25	0.24	0.18	0.15	0.21	0.19	0.16	0.16	0.18
2"		0.49	0.32	0.35	0.37	0.20	0.25	0.24	0.18	0.15	0.21	0.19	0.16	0.16	0.18
3"		0.53	0.37	0.40	0.40	0.24	0.29	0.28	0.22	0.19	0.24	0.23	0.19	0.19	0.20
4"		0.67	0.56	0.58	0.54	0.42	0.45	0.45	0.36	0.33	0.38	0.37	0.29	0.29	0.30
5"		0.82	0.76	0.77	0.68	0.59	0.61	0.61	0.50	0.48	0.52	0.51	0.39	0.39	0.40
6"		0.95	0.95	0.95	0.81	0.76	0.78	0.77	0.64	0.63	0.66	0.65	0.49	0.49	0.50
7"		1.00	1.00	1.00	0.95	0.94	0.94	0.94	0.79	0.78	0.79	0.79	0.59	0.59	0.60
8"					1.00	1.00	1.00	1.00	0.93	0.93	0.93	0.93	0.69	0.69	0.69
9"									1.00	1.00	1.00	1.00	0.79	0.79	0.79
10"													0.89	0.89	0.89
11"													0.99	0.99	0.99
12"													1.00	1.00	1.00

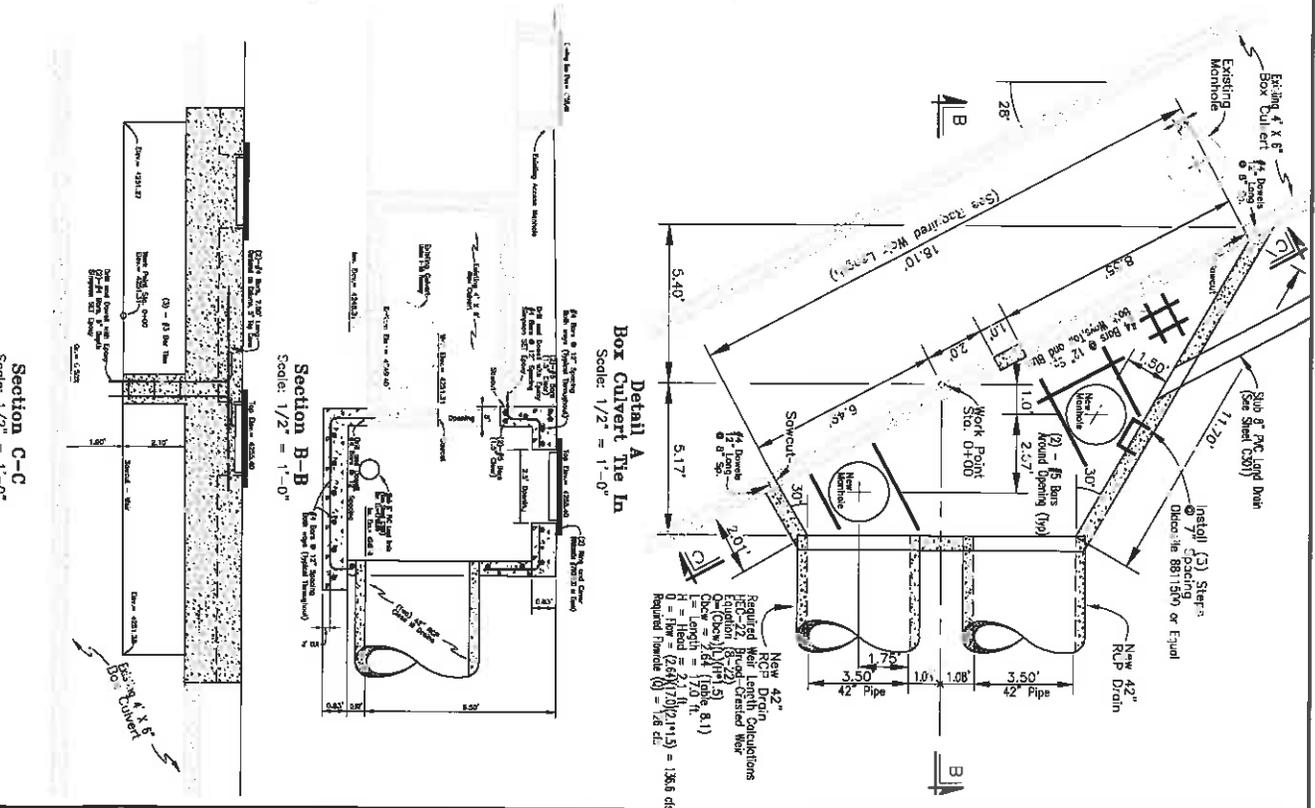
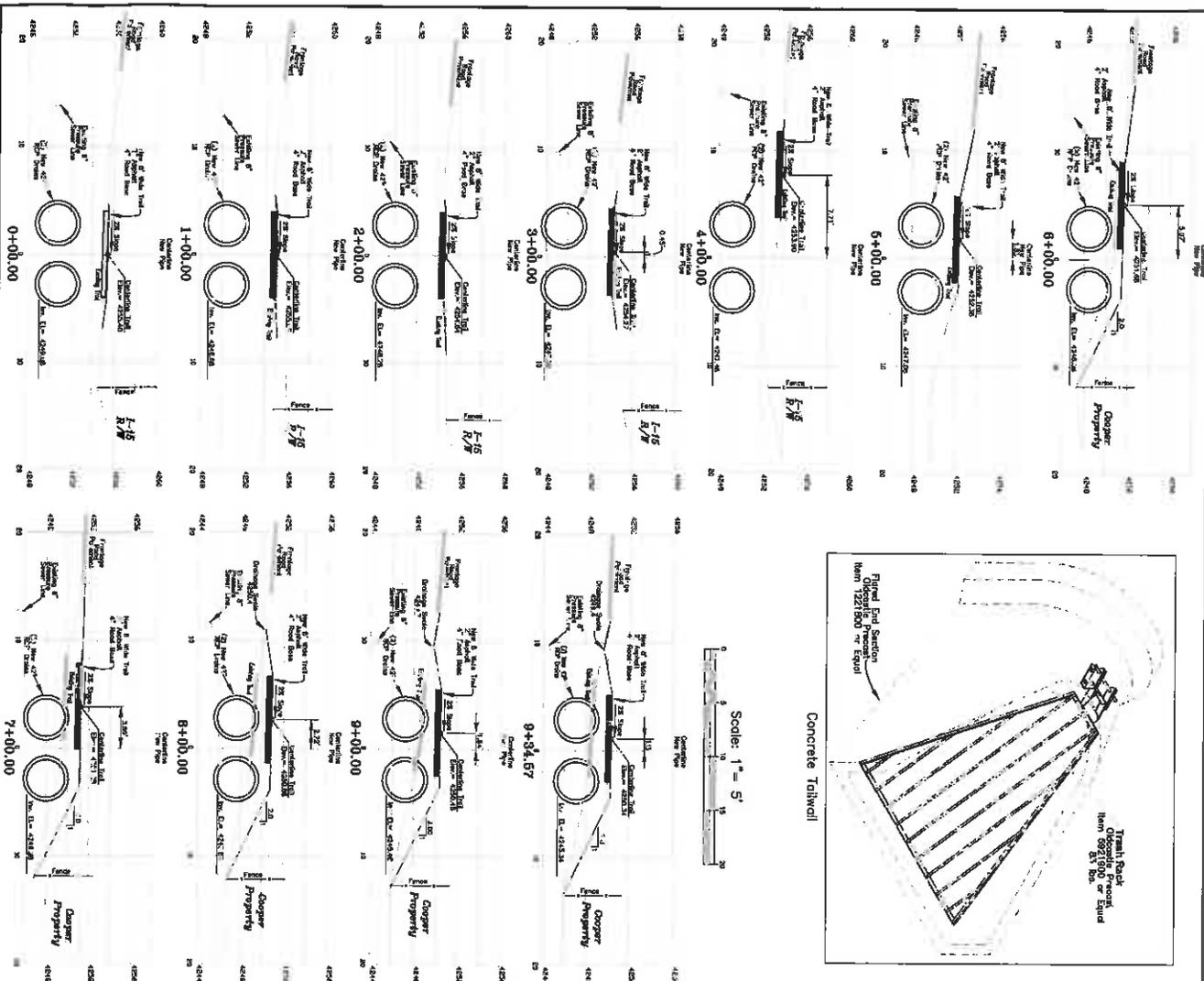
See Notes Below

Edge Distance Shear (f_c) (cont'd)

Edge Dist. Cact (in.)	Dia. Rebar	3/4"		1"		1"		1 1/2"		1 1/2"		1 1/2"		1 1/2"	
		E	C_{cr}	E	C_{cr}	E	C_{cr}	E	C_{cr}	E	C_{cr}	E	C_{cr}	E	C_{cr}
1 1/2"		0.14	0.13	0.14	0.10	0.14	0.10	0.12	0.10						
2 1/2"		0.23	0.22	0.23	0.19	0.21	0.18	0.19	0.18	0.17	0.16	0.12	0.17	0.16	0.12
3"		0.25	0.24	0.25	0.21	0.23	0.20	0.21	0.20	0.19	0.18	0.14	0.18	0.17	0.14
4"		0.34	0.33	0.34	0.31	0.30	0.27	0.29	0.27	0.25	0.24	0.21	0.24	0.23	0.20
5"		0.42	0.42	0.42	0.40	0.38	0.35	0.36	0.35	0.32	0.31	0.28	0.30	0.29	0.26
6"		0.51	0.50	0.51	0.49	0.45	0.43	0.44	0.43	0.39	0.38	0.35	0.36	0.35	0.32
7"		0.60	0.59	0.60	0.58	0.52	0.50	0.51	0.50	0.45	0.45	0.42	0.42	0.41	0.38
8"		0.68	0.68	0.68	0.67	0.60	0.58	0.59	0.58	0.52	0.51	0.49	0.48	0.47	0.45
9"		0.77	0.77	0.77	0.76	0.67	0.65	0.66	0.66	0.59	0.58	0.56	0.54	0.53	0.51
10"		0.86	0.86	0.86	0.85	0.74	0.73	0.74	0.73	0.65	0.65	0.63	0.60	0.59	0.57
11"		0.95	0.94	0.95	0.94	0.82	0.81	0.81	0.81	0.72	0.71	0.70	0.65	0.65	0.63
12"		1.00	1.00	1.00	1.00	0.89	0.89	0.89	0.89	0.78	0.78	0.77	0.71	0.71	0.70
13"						0.96	0.96	0.96	0.96	0.85	0.85	0.84	0.77	0.77	0.76
14"						1.00	1.00	1.00	1.00	0.92	0.92	0.91	0.83	0.83	0.82
15"										0.98	0.98	0.98	0.89	0.89	0.88
16"										1.00	1.00	1.00	0.95	0.95	0.95
17"													1.00	1.00	1.00
18"															

1. E = Embedment depth (inches).
2. C_{act} = actual edge distance at which anchor is installed (inches).
3. C_{cr} = critical edge distance for 100% load (inches).
4. C_{min} = minimum edge distance for reduced load (inches).
5. f_c = adjustment factor for allowable load at actual edge distance.
6. $f_{c,cr}$ = adjustment factor for allowable load at critical edge distance. $f_{c,cr}$ is 0.7.
7. $f_{c,min}$ = adjustment factor for allowable load at minimum edge distance.
8. $f_c = f_{c,min} + [(1 - f_{c,min})(C_{act} - C_{min}) / (C_{cr} - C_{min})]$.

REDUCTION FACTOR FOR EDGE DISTANCE



Section C-C
Scale: 1/2" = 1'-0"

Section B-B
Scale: 1/2" = 1'-0"

Revisions		
By	Description	Date

Kestrel Bay Estates P.U.D.
Steed Creel Overflow Drain

For Scott Balling

Balling Engineering
Civil Engineering * Surveying * Planning

323 East Pagas Lane
P.O. Box 805
Centerville, Utah 84014

Phone: (801) 295-7237
Fax: (801) 295-0415
Email: jacobballing@gmail.com

C303
Sheet 1 of 2

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: January 7, 2014

SUBJECT: **Final Plat and Final (PUD) Master Plan for the Kestrel Bay Townhomes PUD Subdivision**

RECOMMENDATION

Approve the Final Plat and Final (PUD) Master Plan for the Kestrel Bay Townhomes PUD Subdivision consisting of 11 units on .775 acres located at approximately 620 South 123 West in an R-8 zone subject to all applicable Farmington City ordinances and development standards and the conditions and findings recommended by staff and the Planning Commission on December 5, 2013 as follows:

1. Prior to construction of the townhomes, a LOMR must be completed;
2. Finished Floor Elevations shall be a minimum 4258 feet B.F.E. +1.0 foot), or existing Finish Floor (4256.50) based upon CLOMR and LOMR approval and installation of FEMA required improvements prior to construction;
3. A note shall be placed on the Final Plat indicating all culinary water lines and sewer lines will be private lines within the project property;
4. A note shall be placed in the Final Plat indicating all recycling and garbage cans will be stored in the garage;
5. Applicant shall receive UDOT approval for drainage requirements and ROW improvements on frontage road prior to construction;
6. All conditions of Preliminary Plat and Preliminary (PUD) Master Plan approval;
7. Review and approval of final improvement drawings by Public Works, City Engineer, Benchland Water, Central Davis Sewer District, Fire Department, and the Community Development Department of the City.

Findings for Approval:

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

BACKGROUND

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

The Planning Commission approved the Preliminary Plat and Preliminary PUD Master Plan at their April 11, 2013, meeting with the following conditions:

1. The applicant will continue to work with the City and other agencies to address any outstanding issues remaining with regard to the Preliminary Plat/Preliminary PUD Master Plan prior to Final Plat approval;
2. The applicant must come to an agreement with Benchland Water District on secondary water shares/line extension prior to Preliminary Plat approval;
3. All culinary water lines and sewer lines will be private lines within the project property;
4. All recommendations from the City's Landscape Architect consultant will be included in the Preliminary Plat and Final Plat/Final PUD Master Plan landscaping plans;
5. Applicant must receive approvals of the Preliminary Plat from the Planning Commission and Final Plat/Final PUD Master Plan from the City Council to record the proposed subdivision;
6. The applicant will break up the front with additional undulating setbacks of 1-2 units;
7. The applicant will add a window to the 2nd floor bedroom exterior wall;
8. The recycling can will also be stored in the garage;
9. The applicant will work with staff regarding the number and size of trees that were posing problems to the utility pipes running underneath the property;
10. The applicant will work with the adjoining property owner to install an upgraded fence (minimum 6' vinyl) of mutual satisfaction at the applicant's cost;
11. The applicant will provide a LOMR to remove the property from the flood plain and the flood way.

With the exception of condition number 11, all of these conditions have been met to staff's satisfaction, including a CLOMR report. The LOMR report cannot be completed until an overflow pipe is constructed above the existing culvert, taking the property out of the flood plain. After that has been completed, condition 11 can be met. Additionally, numbers 3 and 8 need to be made as a note on the Final Plat prior to recordation.

SUPPLEMENTAL INFORMATION

1. Vicinity Map

2. Final Plat
3. Final (PUD) Master Plan
4. Elevations/Floor Plans
5. Landscape Plan

Respectively Submitted

A handwritten signature in black ink, appearing to read "Eric Anderson", with a horizontal line extending to the right.

Eric Anderson
Associate City Planner

Concur

A handwritten signature in blue ink, appearing to read "Dave Millheim", with a horizontal line extending to the right.

Dave Millheim
City Manager



Farmington City

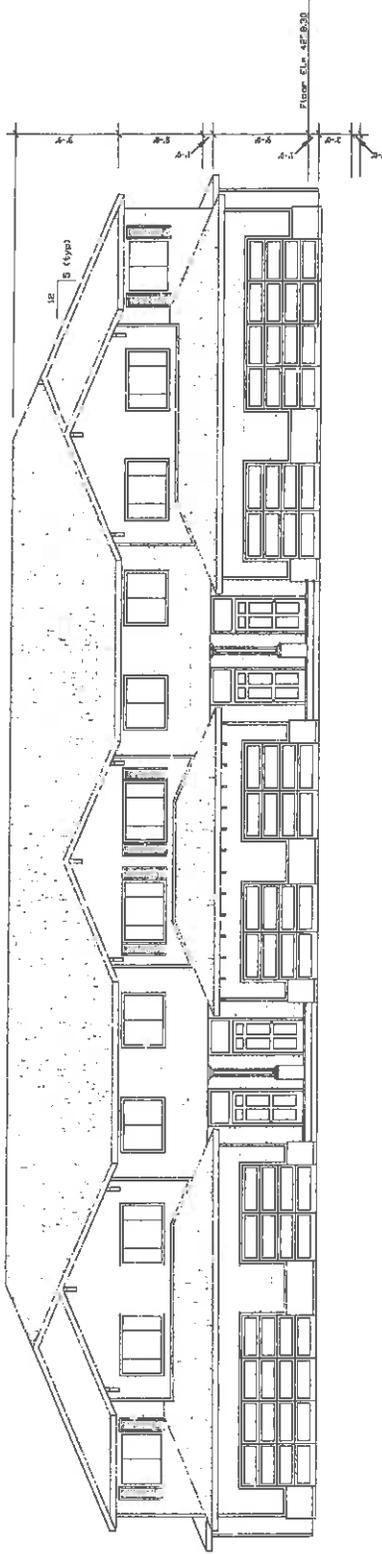


Balling Engineering * Surveying * Planning
 Civil Engineering * Surveying * Planning
 223 East Page Lane
 P.O. Box 805
 Carbonville, Utah 84014
 Phone: (801) 299-7237
 Fax: (801) 299-0419
 Email: scott@ballingbc.com

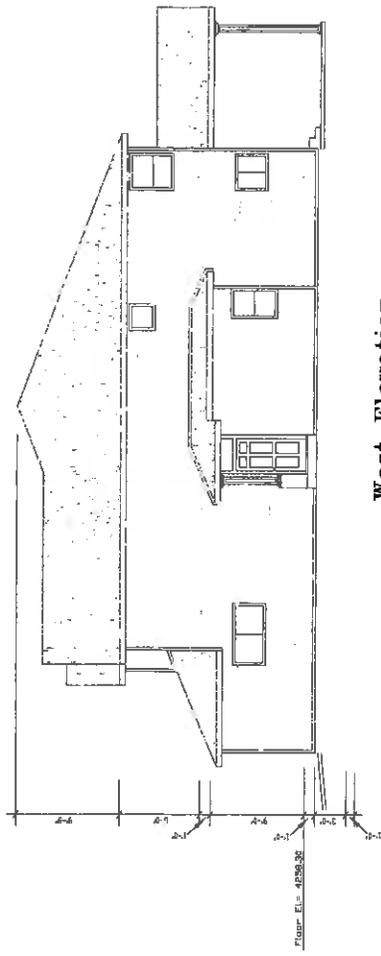
For Scott and David Balling
 (801) 589-7305
 Kestrel Bay Townhomes
 Elevation Views

By	SA	SA	SA
Checked	SA	SA	SA
Date Checked	1-2-10	1-2-10	1-2-10
Drawn	SA	SA	SA
Project	1-1-10	1-1-10	1-1-10
Client	SA	SA	SA
Sheet No.	1-1-10	1-1-10	1-1-10
File Number	1-1-10	1-1-10	1-1-10

A301
 Sheet 1 of 1



North Elevation
 Scale: 3/16" = 1'-0"



West Elevation
 Mirror Image of East Elevation
 Scale: 3/16" = 1'-0"

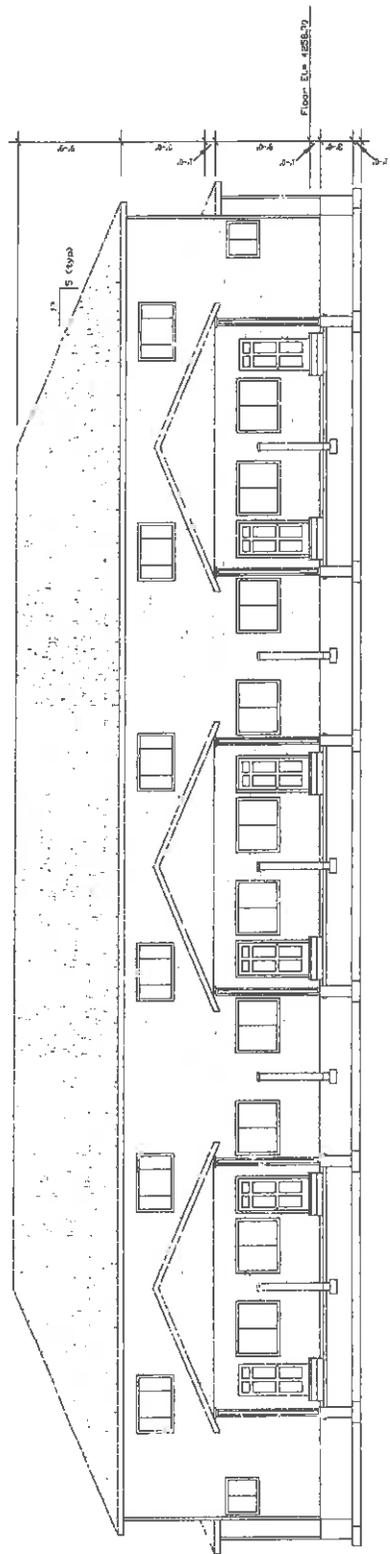
A302
Sheet 1 of 4

Author	DL
Checked By	DL
Drawn By	DL
Date	11/11/11
Project	2011-11-11
Revision	0

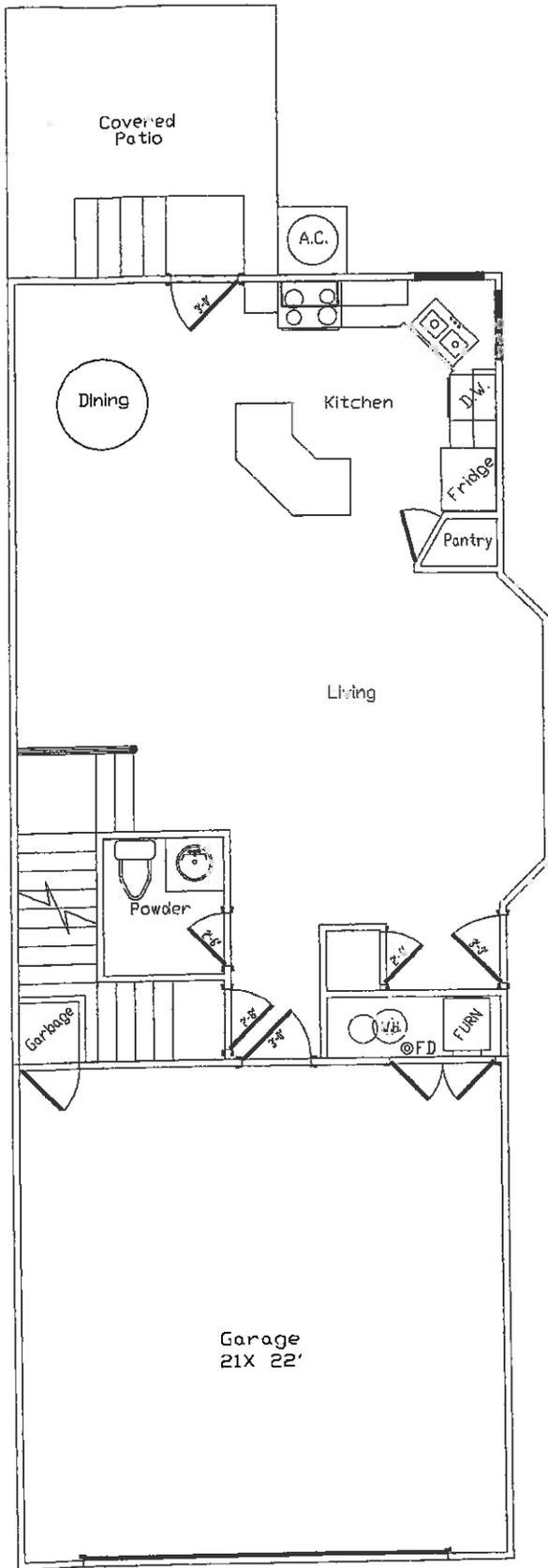
Revisions	By	Date	Description

Kestrel Bay Townhomes
Elevation Views
For Scott and David Balling
(801) 888-7308

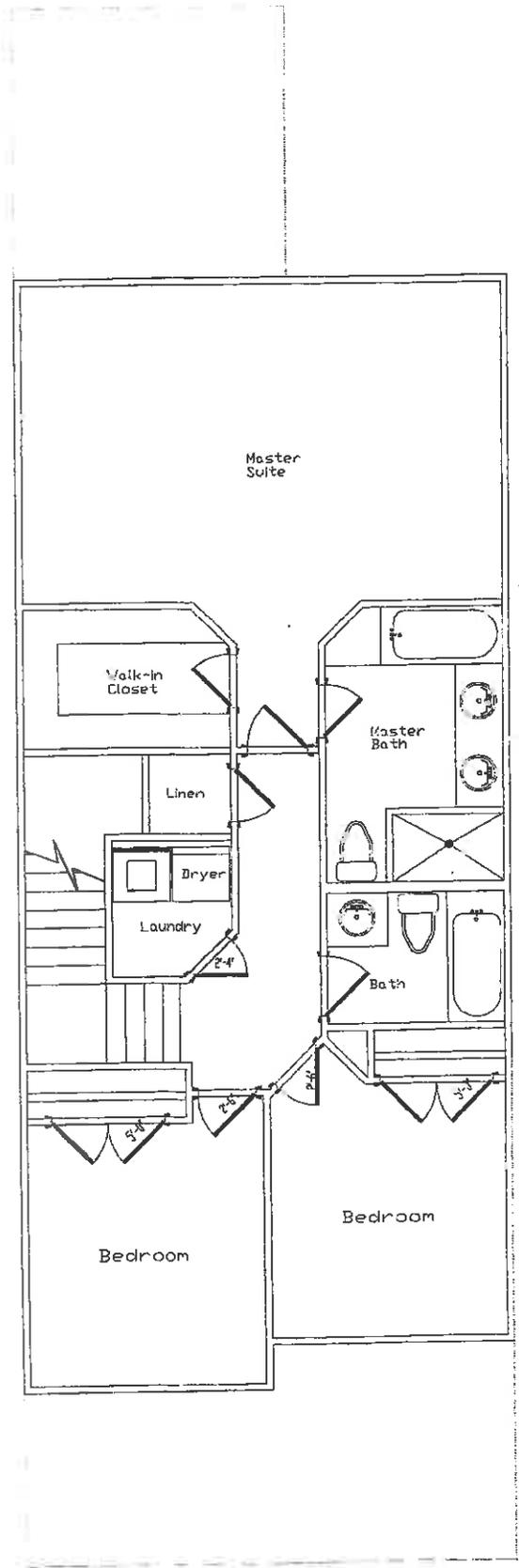
FBP
Balling Engineering
Civil Engineering * Surveying * Planning
223 East Pagosa Lane
P.O. Box 805
Centerville, Utah 84014
Phone: (801) 285-7237
Fax: (801) 238-0418
Email: scott@ballingeng.com



South Elevation
Scale: 3/16" = 1'-0"

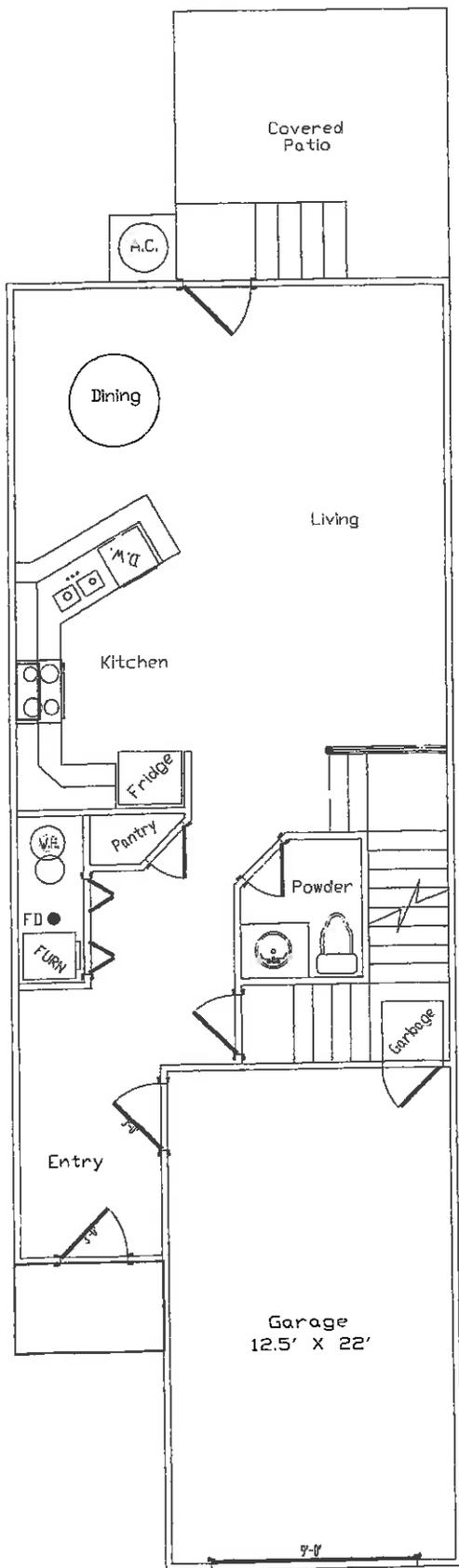


Main Floor Plan
788 sq.ft.

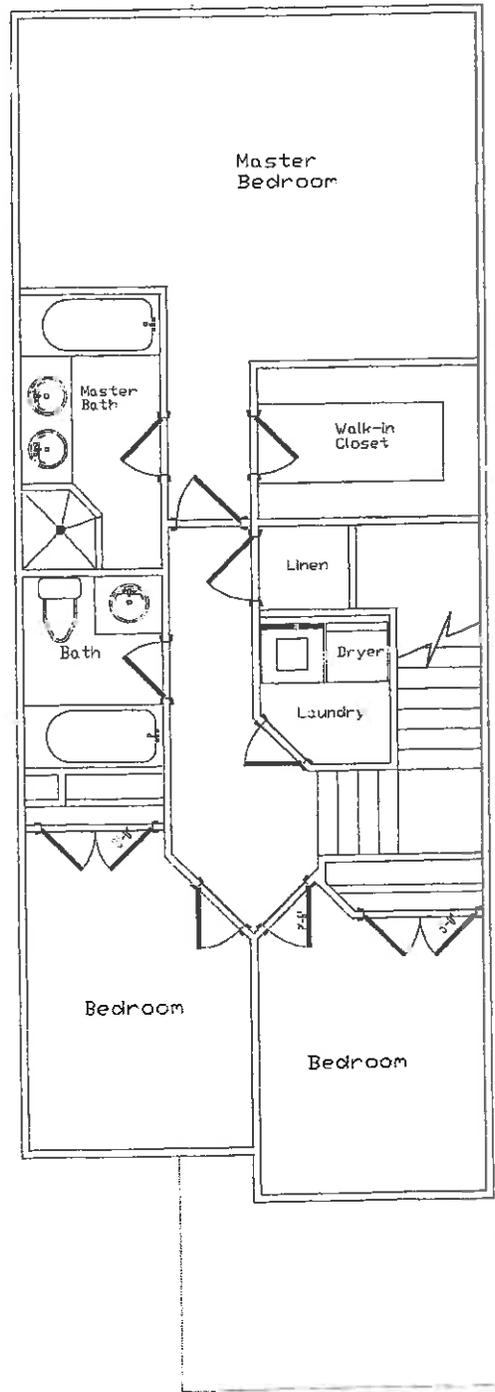


Second Floor Plan
1,055 sq.ft.

Plan A
1,843 sq.ft.



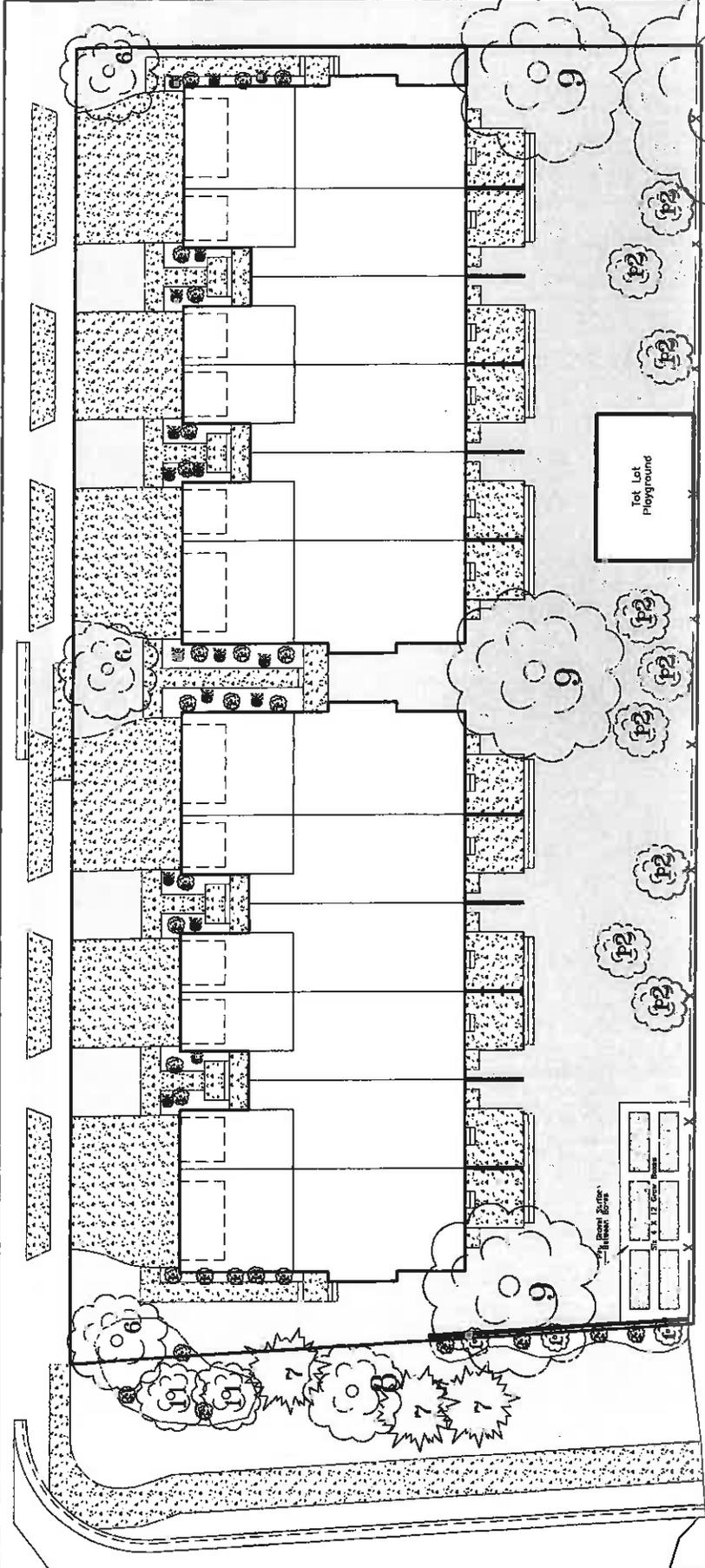
Main Floor Plan
745 sq.ft.



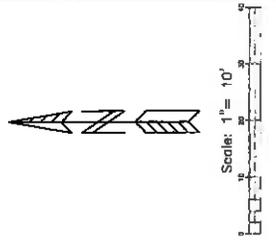
Second Floor Plan
948 sq.ft.

Plan B
1,692 sq.ft.

By	Date	Description
Dr. O'Neil	7-26-12	Final
J. S. Balling	7-26-12	Check
J. S. Balling	8-09-12	Check



Item	Description	Scientific Name	Quantity
1	Feathered Reed Grass	Calamagrostis - Karl Foerster	3
2	Flame Leaf Sumac	Rhus Copallina	1
3	Day Lilly	Hemerocallis	3
4	Oregon Grape	Mahonia Repens	3
5	Alpine Currant	Ribes Alpinum	2
6	Hosta	Funkia	9
Trees			
7	Rocky Mountain Juniper	Juniperus Scopulorum	3
8	Zeikova	Zeikova Serrata	1
9	Shademaster Honeylocust	Gleditsia Triacanthos Inermis	3
10	Flame Maple	Acer Ginnala	3
11	Spring Snow Crabapple	Malus Springsnow	2
12	Eiberta Peach	Rosaceae	9



Legend

Fence Line	— X —
Concrete Wall	—
Boundary Line	—
Gross Sid Area	—

STORM WATER BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND
8/8	Kodiak America	11005	\$1,000.00
8/9	Peachtree Construction	10995	\$1,000.00
8/13	Cleary Builders	11011	\$1,000.00
8/16	American First Builders	11018	\$1,000.00
8/21	Castle Creek Homes	11022	\$1,000.00
8/23	Bonfire LLC	10998	\$1,000.00
8/26	Impressive Homes	11028	\$1,000.00
9/6	Lifestyle Homes	11024	\$1,000.00
9/13	Jason Randall	10979	\$1,000.00
9/18	Dalton Construction	11055	\$1,000.00
9/19	Candlelight Homes	11026	\$1,000.00
9/30	Impressive Homes	11010	\$1,000.00
10/4	Solum Construction	11067	\$1,000.00
10/7	Havenhill Homes	11071	\$1,000.00
10/8	Cook Builders	11072	\$1,000.00
10/16	Dalton Construction	11081	\$1,000.00
10/17	Buxton Inc	11073	\$1,000.00
10/17	Shane Anderson Const	11088	\$1,000.00
10/18	California Pools	11087	\$1,000.00
10/23	Symphony Homes	11089	\$1,000.00
10/24	Dalton Construction	11097	\$1,000.00
10/30	Woodside Homes	11101	\$1,000.00
11/1	Jerry Preston	11116	\$1,000.00
11/7	Symphony Homes	11092	\$1,000.00
11/8	Derek Jensen	11131	\$1,000.00
11/13	South Point Builders	11132	\$1,000.00
11/14	GTM Builders	11136	\$1,000.00
11/14	Castle Creek Homes	11133	\$1,000.00
11/19	Impressive Homes	11070	\$1,000.00
11/25	Rainey Homes	11129	\$1,000.00

STORM WATER BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND
11/27	Jason Leavitt	11100	\$1,000.00
12/5	Jed Dewsnup	11154	\$1,000.00
12/11	RQ Construction	11163	\$1,000.00
12/13	Lodder Homes	11162	\$1,000.00

CITY COUNCIL AGENDA

For Council Meeting:
January 7, 2014

SUBJECT: City Manager Report

1. Revisions to FEMA Map
2. Building Activity Report for November

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

Davis County Physical Map Revision (PMR) Project

Approximate Number of Affected Structures

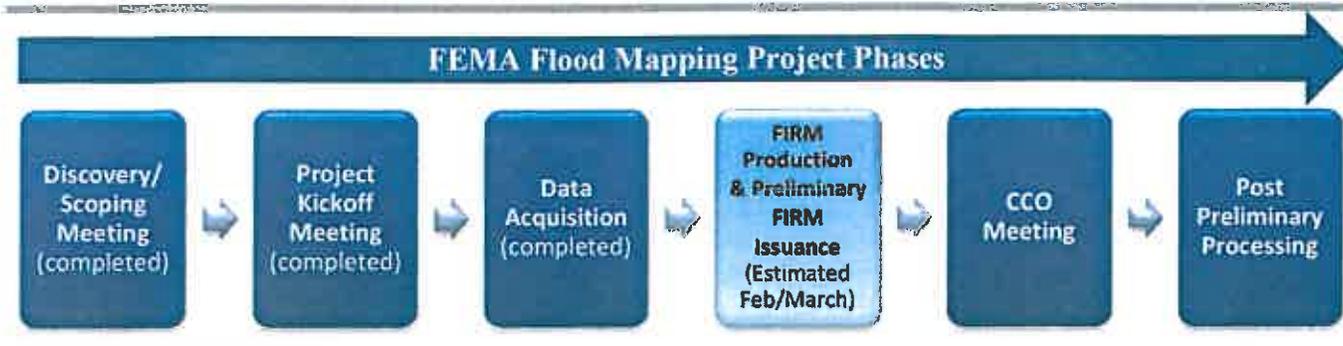
Preliminary Map Issuance

Community	Structures Added	Structures Removed
Davis County	1	1
City of Layton	119	28
City of Kaysville	50	103
City of Fruit Heights	7	15
City of Farmington	21	68
City of Centerville	4	4
City of West Bountiful	0	14
City of Bountiful	150	235
Total	352	468

Risk Mapping, Assessment, and Planning Preliminary FIRM Issuance



Davis County, Utah



Risk MAP Overview:

FEMA's Risk Mapping, Assessment, and Planning (Risk MAP) program is assisting communities nationwide to assess flood risks and encourage mitigation planning to avoid or minimize damage in the face of future disasters.

In an effort to better inform stakeholders, additional community interaction meetings were held during the preparation of this mapping update. Prior to the preliminary issuance of the FIRM panels for your community, FEMA held a Flood Study Review meeting during the Fall of 2013 to review the study findings and analysis results.

Preliminary FIRM Issuance

Davis County, Utah will soon enter the phase known as "Post Preliminary Processing". This phase of the project requires interaction from the local officials to assure the most accurate and up to date information is shown on the new/revised Flood Insurance Rate Maps (FIRMs). Your community will soon receive their new/revised FIRMs on or about February/March 2013. Should you not receive your maps, please contact the State Risk MAP Coordinator, Amisha Lester.

Upon release of the preliminary FIRMs and Flood Insurance Study (FIS) for Davis County and Incorporated Areas, the local officials will be alerted via letter to submit community comments for review and incorporation. Additionally, the Utah State Risk MAP Coordinator will contact community officials via phone, email or letter to arrange and formally present the study results during a

Community Consultation Officer's (CCO) Meeting. This meeting will be held approximately a month after receiving the preliminary FIRMs.

Appeals and Comments should be submitted by the community to:

Ryan Pietramali
Risk Analysis Branch Chief
FEMA Region VIII
Denver Federal Center, Building 710
P.O. Box 25267
Denver, CO 80225-0267

What has changed?

Your community mapping was updated and may indicate changes in the width and location of the Special Flood Hazard Areas (SFHAs) for your community. The SFHA is the area subject to inundation by the base (1-percent annual chance) flood. Additionally, some Base Flood Elevations (BFEs) were updated or revised in your Community. A BFE describes the elevation of the flood waters for a storm equal to the 1-percent annual chance even and is indicated on the FIRM panels in Zone AE areas.

Please note the SFHAs may have changed in Zone A areas due to updated analysis and development within the watershed. There may be areas of additional flooding risk indicated on the preliminary FIRMs mailed to your community. FEMA welcomes public input during the Appeals and Comment period.

Submittal of appeals and comments to FEMA:

- The local community official will collect all appeals and comments, and submit them to the FEMA Regional Office.
- Appeals/Comments should be formally submitted to FEMA prior to the close of the 90-day appeal/comment period.

What should I review?

In order to assure the most up to date information is depicted on the FIRMs when issued preliminary, please review the following items sent to you in the preliminary issuance package:

- **Flood Insurance Rate Map (FIRM)** – Please review panels for your community and submit comments on road names, stream names, and floodplain boundaries.
- **Flood Insurance Study (FIS) Text** – Please review text and information included for any potential updates needed.
- **Summary of Map Actions (SOMA) List** – Please review all cases and determination categories to assure proper reissuance and revalidation of previous Letter of Map Change determinations. Letters of Map Revision (LOMR) are incorporated into the final products up to 60 days before the Letter of Final Determination (LFD) date.
- **FIRM Database (on DVD/CD)** - Please review data on the disc provided; a tool can be downloaded if your community does not have GIS software. This software package is free and available for download on-line at: msc.fema.gov

Community Outreach

As a community leader, your citizens depend on you for up to date, accurate and timely information. As the new maps are presented, you are responsible for presenting the revisions and flooding risks to citizens. FEMA wants to help you communicate the flooding risks within your community by providing brochures, press releases, and outreach toolkits. Please contact your **FEMA Compliance Specialist** and your **State NFIP Coordinator** for additional information. We look forward to working with you to identify and discuss ways to inform your residents and business owners about risk and steps they can take to minimize their risks.

90-Day Appeal and Comment Period

After the CCO Meeting, FEMA will place a notification of the proposed flood hazard determination in the local newspaper twice as well as on FEMA's website, <https://www.fema.gov/fhm/bfe>.

Following the second publication of the notice in the local paper, a formal 90-day Appeal and Comment period will begin. The community will be contacted via letter prior to the beginning of this period. FEMA seeks a partnership with your community to assist in communicating the revision of your flood hazard maps.

The Appeal and Comment period allows both citizens and communities to file formal comments to FEMA on the preliminary maps. The local community will collect all appeals and comments and submits these to FEMA.

An **appeal** is a formal objection to new or modified flood hazard information shown on a FIRM. This includes new Base Flood Elevations (BFEs) or base flood depths that are proposed or currently effective BFEs or base flood depths that are modified. It also includes new Special Flood Hazard Areas (SFHAs) proposed or the boundaries of currently effective SFHAs that are modified. The new SFHA zone designations are proposed or currently effective SFHA zone designations are modified or new regulatory floodways that are proposed or the boundaries of currently effective floodways that are modified. Appeals submitted by a community or an interested citizen through the community officials during the 90-day appeal and comment period will be reviewed for incorporation. **Appeals must be based on technical data** which provides alternative analyses that incorporate such methodologies, assumptions or data that quantify their effect on the flood hazard information. FEMA will review the analysis against the study findings and work with the community to find a resolution.

A **comment** is a formal objection to any information from the preliminary products, which do not relate to new or modified BFEs, base flood depths, SFHA boundaries, SFHA zone designations or floodways. Comments include the impacts of changes that occurred in the floodplain that should have previously been submitted to FEMA in accordance with 44 Code of Federal Regulations, Section 65.3. These include corporate limit revisions, road name errors and revisions, requests that include incorporation of Letter of Map Change (LOMAs, LOMR-Fs and LOMRs), base map errors, and other possible omissions or potential improvements to the mapping. Comments



submitted by a community or an interested citizen through the community officials during the 90-day appeal and comment period will be reviewed for incorporation.

FEMA will communicate the receipt of a formal appeal or comment by sending an acknowledgement letter to the community and the requestor. The appeals and comments received will be reviewed and resolved, as appropriate. If additional information is required, FEMA will alert the community and the requestor by letter. Once the appeal or comment is reviewed, the final products (FIRM, FIS, SOMA, FIRM database) are revised, as required. If appeals and comments received require updated products, the resolution package sent to your community will include an updated FIS/FIRM/SOMA/FIRM database, as required.

Letter of Final Determination (LFD)

An LFD is issued once all comments have been incorporated and all resolution letters have been sent. The LFD states the maps will become effective in six months; this is known as the “compliance period”. During the compliance period, communities must adopt revised ordinances incorporating the new FIRM data in order to remain in the National Flood Insurance Program. Contact the **FEMA Compliance Specialist**, for guidance and additional information.

Effective FIRM Issuance

Approximately two months after the issuance of the Letter of Final Determination, your community will receive digital copies of the products (maps, FIS and database) for adoption. When these maps are received they should be reviewed again to assure comments submitted are shown on the FIRMs. Note any local projects that are on-going should be submitted through the Letter of Map Change process for incorporation.

Approximately one month prior to the effective issuance of the FIRMs, you will receive copies of the Revalidation Letters prepared for Davis County and its incorporated communities. The Revalidation Letters act to validate previously determined Letters of Map Amendment (LOMA) and Letters of Map Revision - based on fill (LOMR-Fs). A digital version of the effective products may also be available to the public on FEMA’s Map Service Center (msc.fema.gov) as early as three months before the effective date.

Flood Insurance

Flood Insurance is required when a structure is located in a special flood hazard area (Zone A, AE, V, VE) and the owner of the structure has a federally-backed loan. As the flood hazards mapped in your communities change, there may be an increase in the number of residents required to purchase flood insurance.

There are a number of options for residents identified in special flood hazard areas, both prior to and after the effective issuance of the new FIRMs. Flood insurance information is available for community officials, residents, mortgage lenders and insurance agents. Please visit FloodSmart.gov for more information

Flood Mitigation and Planning

Risk reduction creates safer communities by proactively reducing risk and enhancing the capability of states and communities to reduce risk from natural hazards. Please review any local or multi-jurisdictional plans that may exist for your community. The updated information included in the preliminary FIRMs can be used to update local hazard mitigation plans and allow communities to better identify additional mitigation projects.

Additional questions?

If you have questions or concerns, or would like to discuss any of the steps of preparing the FIRMs, please contact the **FEMA or State Compliance Specialist** for additional information.



Proposed Schedule

Below is an anticipated schedule for Davis County, Utah

Action	Proposed Date
Preliminary Map Issue Date (Community Comment Period Begins)	Feb/March 2014
CCO Meeting Date	March/April 2014
Target 90-day Formal Comment Period Start Date	May 2014
Target 90-day Formal Comment Period End Date	July 2014
Target Letter of Final Determination	Mid 2015
Target Effective Issuance Date	Early 2016

The dates may be modified due to comments received. If the dates are revised, FEMA or the State will contact communities as necessary.

Important Contact Information

FEMA Compliance and Insurance Specialist:

Barb Fitzpatrick, CFM
barbara.fitzpatrick@fema.dhs.gov
Office – (303) 235-4715
Cell – (303) 882-0314

FEMA Risk MAP – Program Specialist:

Sean CJ McNabb
sean.mcnabb@fema.dhs.gov
Office – (303) 235 4303
Cell – (303) 854 7306

FEMA Mitigation Planning Contact:

Julie Baxter, AICP, CFM
julie.baxter@fema.dhs.gov
Office – 303.235.4739
Cell – 303.882.0413

STATE NFIP Coordinator:

John Crofts, CFM
jcrofts@utah.gov
Office -- 801.538.3332
Cell – 801.560.2637

STATE Risk MAP Coordinator:

Amisha Lester, CFM
alester@utah.gov
Office – (801) 538-3752
Cell – (801) 244-4092

STATE Engineering Contractor:

Remmet deGroot, CFM, GISP
URS Corporation
remmet.degroot@urs.com
Office – (801) 904-4020
Cell – (801) 232-0468

Month of November 2013	BUILDING ACTIVITY REPORT - JULY 2013 THRU JUNE 2014				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	15	15	\$5,431,000.00	252	252
DUPLEX	0	0	\$0.00	2	2
MULTIPLE DWELLING	0	0	\$0.00	3	3
OTHER RESIDENTIAL	0	0	\$0.00	65	65
SUB-TOTAL	15	15	\$5,431,000.00	322	322
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	1		\$5,200.00	35	
CARPORT/GARAGE	0		\$0.00	13	
ADDITIONS/REMODELS	2		\$37,000.00	41	
SWIMMING POOLS/SPAS	0		\$0.00	6	
OTHER (waterheater, roof, sewer lateral)	6		\$59,050.00	128	
SUB-TOTAL	9		\$101,250.00	223	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	0		\$0.00	11	
PUBLIC/INSTITUTIONAL					
CHURCHES					
OTHERS	0		\$0.00	9	
SUB-TOTAL	0		\$0.00	20	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	7		\$622,300.00	85	
OFFICE	0		\$0.00	5	
PUBLIC/INSTITUTIONAL	0		\$0.00	2	
CHURCHES					
OTHER	0		\$0.00	2	
SUB-TOTAL	7		\$622,300.00	94	
MISCELLANEOUS - NON-RESIDENTIAL *****					
Signs & Awnings	0		\$0.00	69	
SUB-TOTAL	0		\$0.00	69	
TOTALS	31	15	\$6,154,550.00	728	322

CITY COUNCIL AGENDA

For Council Meeting:
January 7, 2014

SUBJECT: Mayor Harbertson & 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.