

WORK SESSION: The City Council will be taking a tour of City projects at 4:00 p.m. A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, April 15, 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 Executive Summary for Planning Commission held April 3, 2014

7:10 Recognition of Rich Taylor for his work with the Junior Jazz

7:15 Presentation of the Theme, Logo and Grand Marshal Nominees for Festival Days

NEW BUSINESS:

7:25 Resolution Declaring Certain Land as Conservation, Recreation, Wildlife and Waterfowl Refuge and Park

7:35 Funding Plan for Park and Gym on 650 West Street

7:50 Transfer of \$350,000 for 650 West Street Improvements

8:00 Marketing Feasibility Study for the Office Park

PUBLIC HEARINGS:

8:10 Local Consent for SteelFist Fight Night LLC Event Permit "Temporary Beer"

8:15 Farmington Park Conservation Subdivision Schematic Plan Approval

PRESENTATION OF PETITIONS AND REQUESTS:

- 9:00 Facility Use Agreement with Farmington Area Baseball League (FABL)
- 9:10 Farmington Bungalows Final Plat Approval
- 9:20 Brentwood Estates Waiver Approvals for Road, Storm Drain and Trail Improvements
- 9:35 Cottages at Rigby Road Open Space Waiver Valuation
- 9:50 Posting of Signs on Property for Public Hearings

SUMMARY ACTION:

10:00 Minute Motion Approving Summary Action List

1. Approval of Minutes from March 1, 2014
2. Approval of Minutes from March 4, 2014
3. Approval of Minutes from March 19, 2014
4. Tanner Annexation
5. Powder Coat Signal Poles at 200 East and State Street
6. Westwood Cove Conservation Subdivision Final Plat Approval
7. Chestnut Farms Phase 3 Improvements Agreement

GOVERNING BODY REPORTS:

10:05 City Manager Report

1. Police Monthly Activity Report for March

10:10 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 10th day of April, 2014.

FARMINGTON CITY CORPORATION

By: 
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

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

It is requested that City Council Member Jim Young give the invocation/opening comments to the meeting and it is requested that City Council Member Brigham Mellor 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:
April 15, 2014

S U B J E C T: Executive Summary for Planning Commission held April 3, 2014

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate Planner
Date: April 15, 2014
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON APRIL 3, 2014

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on April 3, 2014 [note: six commissioners attended the meeting— Chairman Brett Anderson, Heather Barnum, Mack McDonald, Kris Kaufman, Kent Hinckley and Alternate Commissioner Karolyn Lehn; excused commissioners were Michael Nilson, Rebecca Wayment and Brad Dutson]:

Item #3 - Chris Ensign - Applicant is requesting a recommendation for Final Plat approval for The Farmington Bungalows Subdivision (10 lots) on 3.2 acres located at approximately 50 South and 300 West in an OTR zone. (S-15-13)

Voted to recommend this item for approval as written in the staff report:

Vote: 5-0

Item #4 - Jerod Jeppson/Norm Dahle – Applicant is requesting Preliminary Plat approval for the Silverleaf Subdivision (9 lots) on 3.74 acres located at approximately 1505 North 1500 West in an R Zone. (S-16-13)

Voted to approve this item as written in the staff report:

Vote: 5-0

Item #5 - Nick Mingo/Ivory Development – Applicant is requesting a recommendation for Final Plat approval for the Westwood Cove Conservation Subdivision (7 lots) on 4.057 acres located at the northwest corner of 650 West and Glover Lane in an AE zone. (S-3-13)

Voted to recommend this item for approval as written in the staff report:

Vote: 5-0

Item #6 - Nick Mingo/Ivory Development (Public Hearing) – Applicant is requesting Preliminary Plat approval for the Brentwood Estates Subdivision (25 lots) on 13.816 acres located at approximately 437 West 1400 North in an LR-F zone. (S-20-13)

After much discussion and concern expressed with safety issues pertaining to the connecting road onto 1400 North, the Commissioners approved this subdivision not as presented but reverted to the original schematic plan from the Planning Commission meeting on 12-12-13. This plan has the road ending on a cul-de-sac with all of the homes facing the interior of the development.

Voted to approve the Preliminary Plat (again, not as presented but as reverted to the original schematic plan from 12-12-13) with conditions 1-5 as listed in the staff report and added an additional condition 6, which states: "A pedestrian access to 1400 North from the end of the cul-de-sac be added." The developer voiced his intention to appeal this resolution, which will require that the Preliminary Plat come before the City Council for approval. This appeal will require at least 15 days notice to be posted in the newspaper. The item may come before the City Council on either May 6th or 20th.

Vote: 4-1 with Kent Hinckley being the dissenting vote.

Item #7 - James Wheatley/Symphony Homes (Public Hearing) -Applicant is requesting a recommendation for Schematic Plan approval for the proposed Pheasant Hollow Conservation Subdivision consisting of 12 lots on 4.55 acres located at approximately 700 South and 50 East in an R Zone. (S-2-14)

Voted to recommend this item for approval as written in the staff report with the added condition that: 4. The applicant must provide a geotech report on a lot by lot basis concurrent with Preliminary Plat. This was precipitated by the public comments regarding a Symphony development to the North (Continental Estates I) which had problems with homes settling and foundations cracking.

Vote: 5-0

Item #8 - Jason Harris/Fieldstone Homes (Public Hearing) -Applicant is requesting a recommendation for Schematic Plan approval for the proposed Farmington Park Conservation Subdivision consisting of 83 lots on 39.75 acres located at approximately 1100 West and Glover Lane in an AE zone. (S-4-14)

Voted to recommend this item for approval with the Alternative 74 lot Schematic Plan (i.e. without the 9 TDR lots).

Vote: 5-0

Item #9 - Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend the Zoning Ordinance by modifying the definition of adaptive reuse to include certain commercial uses (ZT-2-14)

Voted to continue this item due to time constraints.

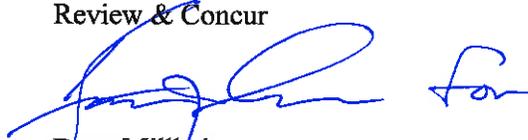
Vote: 5-0

Respectfully Submitted



Eric Anderson
Associate Planner

Review & Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

S U B J E C T: Recognition of Rich Taylor for his work with the Junior Jazz

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Nate Martinez, Youth Programs Coordinator for the Junior Jazz will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

**S U B J E C T: Presentation of the Theme, Logo, and Grand Marshal Nominees for
Festival Days**

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Sid Young, Festival Days Chairman will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

S U B J E C T: Resolution Declaring Certain Land as Conservation, Recreation, Wildlife and Waterfowl Refuge and Park

ACTION TO BE CONSIDERED:

Approve the enclosed Resolution declaring the City's desire and intent to designate the Buffalo Ranches, Farmington Ranches, Farmington Meadows, and Hunter's Creek Conservation Easements as the Farmington City Conservation, Recreation, Wildlife and Waterfowl Refuge and Park, pending amendments to the City General Plan, Zoning Ordinance and Subdivision Ordinance regarding the same.

GENERAL INFORMATION:

See enclosed ordinance and exhibits prepared by Jeff Appel.

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE CITY'S DESIRE AND INTENT TO DESIGNATE THE BUFFALO RANCHES, FARMINGTON RANCHES, FARMINGTON MEADOWS, AND HUNTER'S CREEK CONSERVATION EASEMENTS AS THE FARMINGTON CITY CONSERVATION, RECREATION, WILDLIFE AND WATERFOWL REFUGE AND PARK, PROVIDE FOR ONGOING MANAGEMENT THEREOF AND TO PROVIDE NOTICE OF PENDING AMENDMENTS TO THE CITY GENERAL PLAN, ZONING ORDINANCE AND SUBDIVISION ORDINANCE REGARDING THE SAME.

WHEREAS, in 1991 Farmington City began a major re-write of its General Plan and Future Land Use map. This effort involved the entire community culminating in the City Council adopting Ordinance 93-23 on June 16, 1993 amending these documents, to show and provide, among other things, a concerted emphasis to protect the Great Salt Lake Shore line area from development. The City established a development restriction boundary whereby all land lower than 4218 feet above sea level in elevation is identified as "Development Restrictions, Very Low Density, &/OR Agriculture Open Space; and

WHEREAS, in 1997 Farmington City realized it needed to conserve and avoid development on the land located adjacent to the Great Salt Lake within its municipal boundaries to protect the open space, wildlife and waterfowl habitat, natural and unique resource values and scenic values of that land, together with the ability to allow the citizens to utilize this area for passive recreation and park enjoyment purposes, and to provide complementary resource protection and support for the Farmington Bay Waterfowl Management Area located to the South; and

WHEREAS, Farmington City engaged the services of renowned conservation development planner Randall Arendt in 1997 to undertake a Study and to prepare a Master Plan to allow preservation of the conservation values of this area; and

WHEREAS, on April 2, 1998 Farmington City passed Resolution Number 98-12 declaring Farmington City's desire and intent to implement conservation development guidelines and standards for residential development within Farmington City and providing notice of pending amendments to the City General Plan, Zoning Ordinance and Subdivision Ordinance regarding the same; and

WHEREAS, based upon that Study, on October 21, 1998 Farmington City passed a Temporary Building Restriction to ensure no development occurred within this area for six months; and

WHEREAS, on April 21, 1999 Farmington City passed Ordinance Number 99-17 amending Chapter 10 to include a AA Zone and conservation options for subdivision development, Ordinance 99-18 amending the General Plan Chapter 10, Ordinance 99-19 renumbering Chapters 12-15 of the Farmington City Zoning Ordinance to Chapters 13-16, Ordinance 99-20 adopting Chapter 11 Conservation Development and Single Family Residential Zones and Ordinance 99-21 editing and re-codifying Chapter 12 of the Zoning Ordinance implementing conservation standards of development of residential subdivisions and amending Chapter 2 definitions; and

WHEREAS, Chapter 12 of the Zoning Ordinance governing Conservation Subdivision Development Standards provides for the acquisition of Conservation Easements in the course of

development of property within the City, the preservation and permanent protection of these conservation lands and the maintenance, operation and use thereof; and

WHEREAS, Chapter 12 of the Zoning Ordinance, at 11-12-060, prohibits development activities on Conservation Easement lands in order to ensure the preservation and enhancement of the existing natural conditions of certain property within Farmington City, including but not limited to, natural and cultural resources, wildlife habitat and other unique and sensitive lands; and

WHEREAS, on July 2, 2003 (recorded 7/29/2003) Farmington City acquired the Buffalo Ranches Conservation Easement on 286.8 acres of land adjacent to the shoreline of the Great Salt Lake. This property possesses unique and sensitive natural, scenic, open space, wildlife, farmland, floodplain and/or wetland value and was acquired to provide for appropriate ecological, agricultural, open space, recreational and educational uses of the property, which will now be protected and preserved in perpetuity; and

WHEREAS, on December 22, 2005 (recorded 1/10/2006) Farmington City acquired the Farmington Ranches Phase 6 Conservation Easement containing 23.92 acres of land adjacent to the shoreline of the Great Salt Lake. This property possesses unique and sensitive natural, scenic, open space, wildlife, farmland, floodplain and/or wetland value and was acquired to provide for appropriate ecological, agricultural, open space, recreational and educational uses of the property, which will now be protected and preserved in perpetuity; and

WHEREAS, on October 12, 2007 (recorded 11/1/2007) Farmington City acquired the Farmington Meadows Phase 1 Conservation Easement containing 47.96 acres of land adjacent to the shoreline of the Great Salt Lake. This property possesses unique and sensitive natural, scenic, open space, wildlife, farmland, floodplain and/or wetland value and was acquired to provide for appropriate ecological, agricultural, open space, recreational and educational uses of the property, which will now be protected and preserved in perpetuity; and

WHEREAS, on November 19, 2013 (recorded 11/20/2013) Farmington City acquired the Hunter's Creek Conservation Easement containing 62.96 acres of land adjacent to the shoreline of the Great Salt Lake. This property possesses unique and sensitive natural, scenic, open space, wildlife, farmland, floodplain and/or wetland value and was acquired to provide for appropriate ecological, agricultural, open space, recreational and educational uses of the property, which will now be protected and preserved in perpetuity; and

WHEREAS, since the date of acquisition of each of these four Conservation Easements, Farmington City has been responsible for the protection of the conservation values these Easements present in accordance with the terms of each Conservation Easement; and

WHEREAS, since the acquisition of these Conservation Easements, Farmington City has allowed for and constructed trails to allow for passive recreational and park uses by the public around and within these Conservation Easements in a manner that protects the wildlife and waterfowl habitats that exist thereon; and

WHEREAS, the trails are constructed in such a way that the wildlife and waterfowl habitat and refuge characteristics of each Conservation Easement is preserved, yet the public may view and enjoy each Conservation Easement in a passive park and recreational area manner; and

WHEREAS, these Conservation Easements have been actively managed by Farmington City as a block and in a conjunctive fashion to facilitate the preservation and enhancement of wildlife and waterfowl habitat; and

WHEREAS, Farmington City desires and intends to continue the maintenance and enhancement efforts for all of these Conservation Easements through additional management plans and to provide for further conservation enhancement thereof; and

WHEREAS, it is recognized by the City that, since their acquisition, these properties are being and have been used for passive recreational and park purposes, as well as for wildlife and waterfowl habitat and refuge purposes in keeping with the terms and conditions of the Conservation Easements and, further that the Conservation Easements together present these attributes;

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

Section 1. Notice is hereby given that Farmington City will designate the land encompassed by these four Conservation Easements as the Farmington City Conservation, Recreation, Wildlife and Waterfowl Refuge and Park.

Section 2. Pending Amendments. Notice is hereby given that Farmington City desires and intends to implement further conservation development guidelines, designations and standards to continue to preserve the Conservation Easements for the purposes under which they were acquired, including the use thereof as a passive city park and recreational area, all the while allowing for the continuation of the waterfowl and wildlife habitat and refuges these areas represent.

Section 3. Management. Notice is hereby given that Farmington City will continue to develop additional management plans for the preservation and passive public use and enjoyment of this area.

Section 4. Effective Date. This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, ON THIS ____ DAY OF _____, 2014.

FARMINGTON CITY

By: _____
Mayor

ATTEST:

City Recorder

EXHIBIT “A”

To: Farmington City
From: Mindy Wheeler

April 9, 2014

The areas outlined on the map can be described as follows:

1. The Buffalo Ranch area serves as a recreational area (equestrian and dog use evident, and benches built for walkers, bird watchers, etc) and as a wildlife and waterfowl refuge area. Those agricultural fields likely serve as hunting grounds for raptors (bald eagles, red tailed hawks, ferruginous hawks, short eared owls, barn owls, etc). Further, bald eagles, ferruginous hawks and short eared owls are listed sensitive species in Utah. Also, the agricultural fields could serve as nesting grounds for ducks, geese as well as potentially long billed curlews. Curlews are also on the Utah sensitive species list. Currently, the trees on the west side of the pond serve as perches for bald eagles and the pond serves a loafing area for waterfowl. The level of wildlife use/ refugia would be somewhat dependent upon management. (noxious weed control, timing of potential hay cutting, plowing of fields etc). An area not included in Buffalo Ranch CE, but under a different Conservation easement is included in this property as it is in close proximity and also likely serves the same wildlife/ waterfowl purposes. There are other properties adjacent to this area where the City is pursuing Conservation Easements that would also help to enlarge the wildlife and waterfowl refugia.
2. The passive wetland park is an area that currently pools water to the east of the powerline berm. (site for future trail). There is likely some current waterfowl use of the area where the water is a bit deeper and the phragmites is not so dense. The waters could be better directed to create improved waterfowl habitat in the form of a small pond or perhaps a more definitive slough on the east side of the berm. If this is objectionable to the owner of the power line (due to a potential increase in bird collisions with the power line or a cost of making the power lines more visible), all or some waters could be directed to the saline playa on the west side of the berm to attract shorebirds. As is, the berm serves as a great spot to see several different wetland types on both the east and west side of the berm – thus attracting bird watching recreationists and park visitors. This area would inevitably be tied/ connected to Haight Creek as the outlet for that creek is within this parcel (according to the GIS). Also according to the GIS, the outlet for Shepard Creek is also in this area.
3. This park and recreational area is currently pasture with a large powerline running the length of property on the west side. The area could potentially serve as a waterfowl nesting area depending upon the timing and intensity of the grazing on the property. The powerlines may preclude improving this area as hunting grounds for raptors. This upland pasture could also serve as an active park with trails through the pasture to put the visitor more 'within' the wetlands and 'upland areas.' The boundary is approximate at this time as it was difficult to see exactly where the wetlands ended and the uplands began.



— streams

— Trails

4f Property Boundaries



0.5 0.25 0 0.5 Miles

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

S U B J E C T: Funding Plan for Park and Gym on 650 West Street

ACTION TO BE CONSIDERED:

Decide to move forward with the funding plan for the park and gym.

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson.

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

FARMINGTON CITY



H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: April 10, 2014

Subject: **THE FUNDING PLAN FOR THE PARK AND GYM.**

RECOMMENDATIONS

Decide to move forward with the funding plan for the Park and gym.

BACKGROUND

The funding plan for the gym will be from the \$3,500,000 bond proceeds and the \$1,000,000 from the school district. The architects say that a gym the same size as the one in Clearfield, which is the bigger size, can be built for the \$4,500,000. The park will be built in phases. The first phase will be funded with the \$650,000 in park savings and \$800,000 from part of the RAP tax. The remaining \$800,000 of the RAP tax will pay for the 650 W street improvements in front of the park and 1100 W street improvements in front of the gym and park area. The first phase of the park will include the parking lot, restrooms, storage, maybe playground and bowery and 14 acres or so of fields. The rest of the park will be built as park impact fees are collected. This will take 4 or 5 years to build out.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

S U B J E C T: Transfer of \$350,000 for 650 West Street Improvements

ACTION TO BE CONSIDERED:

1. Approve the transfer of \$350,000 from the general fund balance to the City's portion of the 650 West Street improvements.
2. Approve Skinner Excavation, Ascent Academy's contractor, to perform the street improvements.
3. Approve Cache Valley Electric to install the traffic signal at the intersection of 650 West and State Street.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell.

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



FARMINGTON CITY

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DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
 From: Chad Boshell, City Engineer
 Date: April 15, 2014
 SUBJECT: **CONSIDER APPROVING THE TRANSFER OF \$350,000 FROM THE GENERAL FUND BALANCE FOR THE 650 WEST STREET IMPROVEMENTS**

RECOMMENDATION

1. Approve the transfer of \$350,000 from the general fund balance to the City's portion of the 650 West Street improvements.
2. Approve Skinner Excavation, Ascent Academy's contractor, to perform the street improvements.
3. Approve Cache Valley Electric to install the traffic signal at the intersection of 650 West and State Street.

BACKGROUND

City staff met with Ascent Academy and Skinner Excavating personnel to discuss the City's portion of the 650 West street improvements and other estimates that the City obtained to verify costs. The Charter School group then provided staff with revised costs which addressed our concerns. The costs below represent improving 100' of the road full width to accommodate turn lanes at the intersection and 26' of the remaining road and west side improvements to the south of the City's parking lot. Skinners costs are now the same as MC Greens and \$30,000 more than Kapps. We feel that Skinners price is fair and that their knowledge of what is existing in the area is the cause of being more than Kapp. The tables below includes the summary of costs for the three bidders and some rough estimates of additional work that needs to be done. One of those items is optional, it is the cost to widen the parking lot and move 2 light poles.

650 West Road Improvement Summary
 Farmington City Obtain Bids to do the work as shown below:

	Waterline	Street Improvements Fronting the School. (Includes: 4.5' of asphalt and full width for 100')	Street Improvements Fronting City Parking Lot (26' of asphalt)	Total
Skinner	\$ 53,892.00	\$ 67,570.00	\$ 80,258.00	\$ 201,720.00
MC Green	\$ 57,076.50	\$ 59,055.30	\$ 85,035.00	\$ 201,166.80
Kapp	\$ 47,033.80	\$ 49,943.25	\$ 71,894.30	\$ 168,871.35



FARMINGTON CITY

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DAVE MILLHEIM
CITY MANAGER

Summary of Work		
Items still needed or paid for already		
Kapp Weber Basin Tap	\$	20,000.00
Conduit for traffic signal	\$	5,000.00
Striping	\$	2,000.00
Parking Lot Modifications	\$	9,245.00
Additional Asphalt Patching	\$	12,035.00
Subtotal	\$	48,280.00
Traffic Signal	\$	100,000.00
Street Improvements	\$	201,720.00
Total Cost For Improvements	\$	350,000.00

SUPPLEMENTAL INFORMATION

None

Respectively Submitted

Chad Boshell
City Engineer

Concur

Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

S U B J E C T: Marketing Feasibility Study for the Office Park

ACTION TO BE CONSIDERED:

Consider and review the memo for discussion of a marketing feasibility study.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR
DOUG ANDERSON
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CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Memo

To: Honorable Mayor and City Council
From: Eric Anderson, Associate Planner
Date: April 15, 2014
SUBJECT: Memo Regarding a Marketing Feasibility Study for the Office Park.

RECOMMENDATION

Please consider and review the following memo for discussion a marketing feasibility study.

BACKGROUND

On March 14, 2014, staff completed and submitted a grant proposal to the Wasatch Front Regional Council requesting funds to complete a regional mixed use office park marketing/feasibility study proposal. The maximum contribution from this WFRC 2014 Local Planning Resource Program Grant is \$25,000, of which we asked the full amount. We anticipate a total budget of \$41,250. \$25,000 of this would come from WFRC's Local Planning Resource Program, \$6,250 would be provided by Farmington City as local financial match, and the other \$10,000 would come in the form of local in-kind labor hours (assumed 100 hours at \$100/hr).

As this grant is extremely competitive with many governmental entities pursuing the money offered, staff would like a contingency plan in place in the event that we don't obtain the grant. Staff feels that performing this marketing feasibility study for the future mixed use office park is integral to the success of this project. Therefore, if the City is not awarded this grant, then staff would like assurances that the Council is willing to pursue a marketing feasibility study at the City's own cost. This way, staff can begin to review and properly vet economic development consulting firms in good faith. The stated purpose of pursuing the grant is as follows:

"Farmington City is requesting funds to pursue a marketing study to determine whether a large regional mixed-use office park employment center is feasible. Farmington has long designated this area on its General Plan for such development encompassing approximately 240 acres west of I-15 and north of Station Park. This center will meet several goals of the Wasatch Choice 2040 Plan, and the advantages to the region are manifold. Presently, 40-50% of the Davis County workforce commutes to adjacent counties for employment.

The proposed regional mixed-use employment center is located at the confluence of I-15, US 89, Legacy Highway, UTA Front-Runner, the Legacy and D&RG trail systems, and UTA bus service. It will make it possible for more county residents to live, work, and recreate on site,

and/or work close to home arriving by a variety of modes resulting in better air quality, less congestion on freeways, and a more active and healthy citizenry. Moreover, unlike neighboring counties, such a center does not exist in Davis County. This center could potentially be a huge economic catalyst creating thousands of jobs. The synergy produced with the adjacent Station Park development will be tremendous. It will be a center of regional proportions meeting the goals of the Wasatch Choice 2040 Plan.

However, in order to fully understand the viability of such a center, Farmington City will need a marketing feasibility study performed so that we can determine whether the Davis County and regional markets will support such an endeavor. Such a marketing/feasibility study will provide Farmington City reassurance that moving forward with this regional mixed-use office park is obtainable. If indeed it is determined that a regional mixed-use office park is a viable project, the benefits to the region and county will be extraordinary and will provide a sustainable employment center for generations to come.”

Respectfully Submitted



Eric Anderson
Associate Planner

Review and Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

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

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by Ken Klinker.

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



FARMINGTON CITY

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: Ken Klinker, Planning Department
Date: April 4, 2014
SUBJECT: **Local Consent For SteelFist Fight Night LLC Event Permit
“Temporary Beer”**

RECOMMENDATION

1. Hold a Public Hearing as Required by City Code.
2. Approve the Local Consent forms for the State of Utah Event Permit “Temporary Beer” for SteelFist Fight Night LLC.

BACKGROUND

SteelFist Fight Night LLC is applying to the State of Utah for an Event Permit “Temporary Beer” liquor license to allow them to sell beer at the Davis County Fairgrounds during a mixed martial arts event they will hold there on July 19, 2014. In order to receive this license, they are required to get “Local Consent” from the local community. They have submitted the form for local consent which will be attached to their application to the state if approved by the Council.

Farmington City Ordinance Section 6-5-160 Processing of Application; Local Consent, requires a request in writing, a copy of their Farmington Business License, evidence of proximity to any school, church, public library, playground or park, and a floor plan showing where they will keep, store and sell liquor. The required information has been provided.

Chief Hanson has indicated he has no concerns about approving the application.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Millheim
City Manager

EVENT PERMIT
"TEMPORARY BEER"
Local Consent

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

AUTHORITY: Utah Code 32B-9-201

Farmington City, City Town County
Local business license authority

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

Applicant Entity/Organization: STEELFIST FIGHT NIGHT LLC

Event Name: STEELFIST FIGHT NIGHT 26

Event location address: 1515 1100 W Farmington UT 84025
street city state zip

On the 19th day(s) of July, 2014
dates month year
during the hours of 5:00 - 11:00 pm, pursuant to the provision of Utah Code 32B-9.
defined hours from - to

Authorized Signature

H. Jim Talbot, Mayor
Name/Title

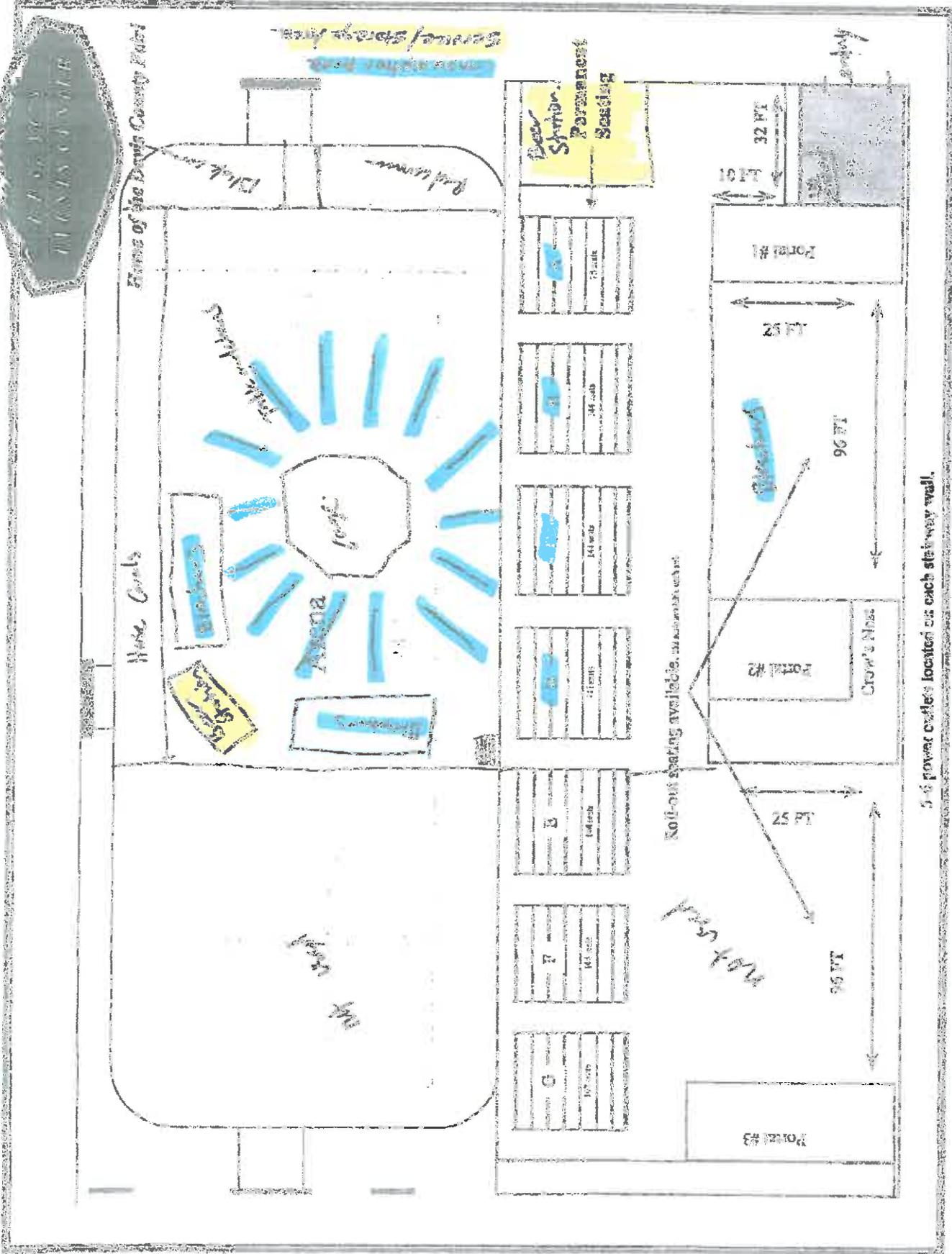
Date

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



Farmington City





3 of power outlets located on each strategy wall.

SteelFist Fight Night

To whom it may concern,

SteelFist Fight Night is a live mixed martial arts show we are the fastest growing MMA promotion in the state of Utah. We have live shows approximately every 6 weeks and have competed in several venues and have completed fifteen live events and over 165 fights.

Mixed martial arts is the fastest growing sport in the country it has become very well known and more people recognize the word "MMA" than ever. We have been involved in the sport for approximately 8 years from competing, training, management and promotions. We run a well organized live show as well as we can be found on TV Sunday evenings at 9:30pm on My Utah KMYU channel 12 or 22.

We are applying for a special event beer only license for the Legacy Events Center located in Farmington for Saturday June 1st. Our plans are to have one or two ID & Wrist banding stations as you enter into the venue for anyone that is interested in consuming beer. First they will show ID then they will be fitted with a wristband that says 21+ that way they are easily identifiable when they go to purchase a beer.

We are planning on having only two locations where you can buy beer. One located upstairs (our General admission area) on the South-West end in a large open area where we can set up and nobody can approach from behind us and a second one on the lower level (Rodeo Grounds) or what will be our VIP area.

We plan on using Budweiser who is a sponsor of the show to distribute the product if they are available and if not we will pursue licensed bartenders and store product in a closed type cooler in a way that it can only be handled by those in charge.

We are sanctioned by the Utah State Athletic commission and they regulate & over see the show and fighters to be sure there is a fun but safe environment for everyone, we have the lead commissioner and several of his under hands present at every show that are easily identifiable by their state issued shirts.

In addition to the two off duty officers in the venue we generally provide 6+ additional security people to help insure any issues are kept to a minimum.

Thank you for your time and consideration!

SteelFist Fight Night

Co-Owner

Kevin Patton

801-637-7063

Kevin@steelfistfight.com



Utah Business Search - Details

STEELFIST FIGHT NIGHT, LLC

Entity Number: 8120001-0160

Company Type: LLC - Domestic

Address: Unknown, NA 00000

State of Origin:

Registered Agent: TROY SPEIRS

Registered Agent Address:

12144 S JONATHAN VIEW LN

Draper, UT 84020

Status: Active

Status: Active  as of 11/22/2013

Renew By: 10/31/2014

Status Description: Good Standing

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

Employment Verification: Not Registered with Verify Utah

History

Registration Date: 10/04/2011

Last Renewed: 11/22/2013

Additional Information

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



To whom it may concern,

Authorized representatives of Farmington City, including any city law enforcement agency, will have unrestricted right to enter the premises during the event held on July 19th 2014.

Thank You,

A handwritten signature in black ink, appearing to read "Kevin Patton". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kevin Patton

801-637-7063

Kevin@steelfistfight.com

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

PUBLIC HEARING: Farmington Park Conservation Subdivision Schematic Plan Approval

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: April 15, 2014

SUBJECT: **Farmington Park Conservation Subdivision Schematic Plan Approval**

RECOMMENDATION

Move that the City Council approve the Schematic Plan for the Farmington Park Conservation Subdivision *with the TDR*, subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant must obtain waivers of the design requirements pursuant to Sections 11-12-100(b)&(e) of the Zoning Ordinance through a vote of not less than four (4) members of the City Council concurrent with Schematic Plan approval;
2. The plan must be updated to show how storm-water is to be detained and treated at Preliminary Plat;
3. Applicant will obtain a wetland delineation and get that delineation approved by the US Army Corp of Engineers prior to Preliminary Plat;
4. If the Army Corp requires mitigation of the wetlands, the applicant will need to design such mitigation at Preliminary Plat;
5. The applicant will receive Davis School District approval for the land swap prior to Preliminary Plat;
6. If the TDR is denied, then the Alternative Schematic Plan will be approved in place of the Schematic Plan before you.

Findings:

1. The proposed development meets all of the standards and requirements of a conservation subdivision (option 2) in the AE zone such as minimum lot sizes, lot widths and setbacks.
2. The proposed development is at a density of 2.24 units per acre, which is consistent with the adjacent neighborhoods and the RRD General Plan designation.
3. The interior road layout will mitigate through traffic and be prohibitive to high speeds.
4. The development is not seeking a waiver of the open space provision and is providing the City with much needed recreational space.
5. The overall layout follows the low density residential objectives of the General Plan.
6. Moving the future elementary school to the northwest corner will be advantageous to all parties, including the City.

7. (Applying to Condition 6 only) The TDR creates densities that do not reflect the surrounding neighborhoods, specifically Farmington Creek Estates Phases 2-4 (see attached Adjacent Development Density Map).

BACKGROUND

Jason Harris is requesting schematic plan approval for the Farmington Park Conservation Subdivision consisting of 83 lots on 37.13 acres in an AE zone. The applicant is proposing a conservation subdivision option 2, which in an AE zone, requires the applicant to set aside 30% open space for which he'll receive a 20% incentive multiplier bonus. The applicant submitted a yield plan showing 62 lots on 37.13 acres, which means that he is required to set aside 11.14 acres of open space (or 30%) to receive an additional 12 lots (or 20% of 62, as determined by the yield plan), taking the total lot count to 74. In addition to this bonus, the applicant wishes to pursue a transfer of development rights (TDR) as set forth in Section 11-12-110. The applicant has met with staff, who expressed interest in using a TDR to send "open space" to the regional park by way of a cash payment, in exchange for receiving an additional 9 lots in the proposed subdivision, taking the total lot count to 83.

At the March 19th Planning Commission meeting, the commissioners expressed concerns over the applicant needing to get waivers of Sections 11-12-100(b) and (e). Section 11-12-100(b) dictates that "all new dwellings shall be arranged and located a minimum of eighty feet from all external roads with a functional classification higher than a local street." This would mean that the houses on Glover Lane (Lots 1, 80, 81, 82 and 83) and the house on 1100 West (Lot 45) would all need to be 80' from the road. The City is currently in the process of amending Chapter 12 of the Zoning Ordinance and plans to remove this provision, as this provision is too onerous a burden to be placed on applicants. Likewise, Section 11-12-100(e) states: "At least half of the lots shall directly abut conservation land or face conservation land across the street." In the context of West Farmington, this provision doesn't make sense and was intended to create a village centered on a green. While the current Chapter 12 ordinance does require these design standards, in this context, neither of these provisions make sense. This notwithstanding, Section 11-12-065 states: "any provision of this Chapter may be waived by the City upon a vote of not less than four (4) members of the City Council."

Additionally, concerns were expressed over the use of a TDR in this subdivision and that the TDR transaction may be inappropriate in this context. The greatest concern is with the density of the proposed development when compared to the adjacent Farmington Creek Estates Phases 2-4. Although City Staff feels that this is exactly the type of use the TDR was intended to apply to, and the money received from this transaction will be used for park construction, the Planning Commission disagrees and feels that this is not an appropriate use of the TDR ordinance. In response to the Planning Commission's concern over the TDR, the applicant has offered an alternative subdivision design without the 9 TDR lots (taking the total lot count to 74).

There is an open-channel drainage ditch on the easterly portion of this property. After a consultation with a wetland expert, staff is not sure whether this ditch can be piped or not. The public works department would like to pipe the ditch, because open-channels require a lot of maintenance. However, it is yet to be determined if the ditch can be piped or not.

The minimum lot size in a conservation subdivision, option 2 for the AE zone is 9,000 s.f. The proposed schematic plan meets this minimum lot size and the average lot size is 10,725 s.f. or approximately ¼ acre. Additionally the proposed schematic plan meets all of the other standards as set forth in Chapter 12.

A major component on which this proposed subdivision hinges is a land swap with Davis School District. The School District has plans to build an elementary school on 11 acres in the northeast corner of the property. The applicant has approached the School District and received confirmation to move the 11 acre future elementary school site to the northwest corner of the property. This land swap would be advantageous to both parties for several reasons. The first is that access to the school will now be directly accessible from 1100 West and Glover Lane instead of an interior residential road. 1100 West will be classified as a major collector and this development will complete a significant portion of this road. The second reason the proposed school placement would be advantageous is because of the proposed open space in the southwest corner of the property. The applicant is proposing that the City take this 11 acre open space and use it for park space. This park space would work well with an elementary school as there could be shared usage of the fields, basketball gym and parking requirements.

Originally, the parks department had this property slated for a 4-5 acre park, but when the applicant wanted to meet the full 11 acre open space requirement, he proposed that the City take the full 11 acres for use as a park, to which the Park's Department gladly welcomed as a solution. The area where the park is proposed is advantageous because it is the low point in the property and sits below the 4218 line, and is thus designated as Development Restricted on the master plan. Additionally, the proposed westerly alignment of the West Davis Corridor would impact the southwest corner of the property; this may be advantageous because converting open space to highway may be simpler than converting houses, in addition to the creation of 4-F conservation land.

While the Davis County School District initially agreed to the proposed land swap, subject to a development agreement, upon closer examination of the property, some concerns were raised about potential wetlands on the northwestern portion of the property. While some of the property sits in the FEMA floodplain, the school is not concerned about mitigating that issue, however, mitigating wetlands can prove to be costly, time-consuming and arduous. Therefore, it appears that a wetland delineation may be required and approved by the Army Corp of Engineers prior to the school district agreeing to this land swap. After visiting the site with the City, the applicant, a wetland expert and a representative from Davis School District, it was determined that a solution can be reached so that the applicant can move forward. However, a successful resolution of the land swap may decide whether or not this subdivision will happen.

Additionally the Development Review Committee (DRC) expressed some concerns with storm-water detention and sewer. However, after meeting with the applicant and his engineer, Central Davis Sewer is satisfied with their proposed solution and the City Engineer is willing to move forward as long as the applicant more fully addresses storm-water at Preliminary Plat.

The Planning Commission recommended approval for this subdivision for the Alternative Plan, which did away with the TDR and took the overall lot count to 74. However, staff wants to present both alternatives to the City Council in case the Council determines that a TDR in this location does indeed make sense. The plan for review tonight is the schematic plan *with* the TDR included, but we have included a condition (condition 6) whereby the Council may elect to forego the TDR and approve the schematic plan with 74 lots instead of 83; this condition may need to be struck depending on the Council's motion for or against the TDR. The applicant is agreeable to either solution.

SUPPLEMENTAL INFORMATION

1. Vicinity map.
2. Schematic Plan

3. Alternative Plan without TDR (74 lot subdivision)
4. Color Concept Plan
5. Yield Plan
6. Letter from Davis School District
7. Adjacent Development Density Map

Respectively Submitted



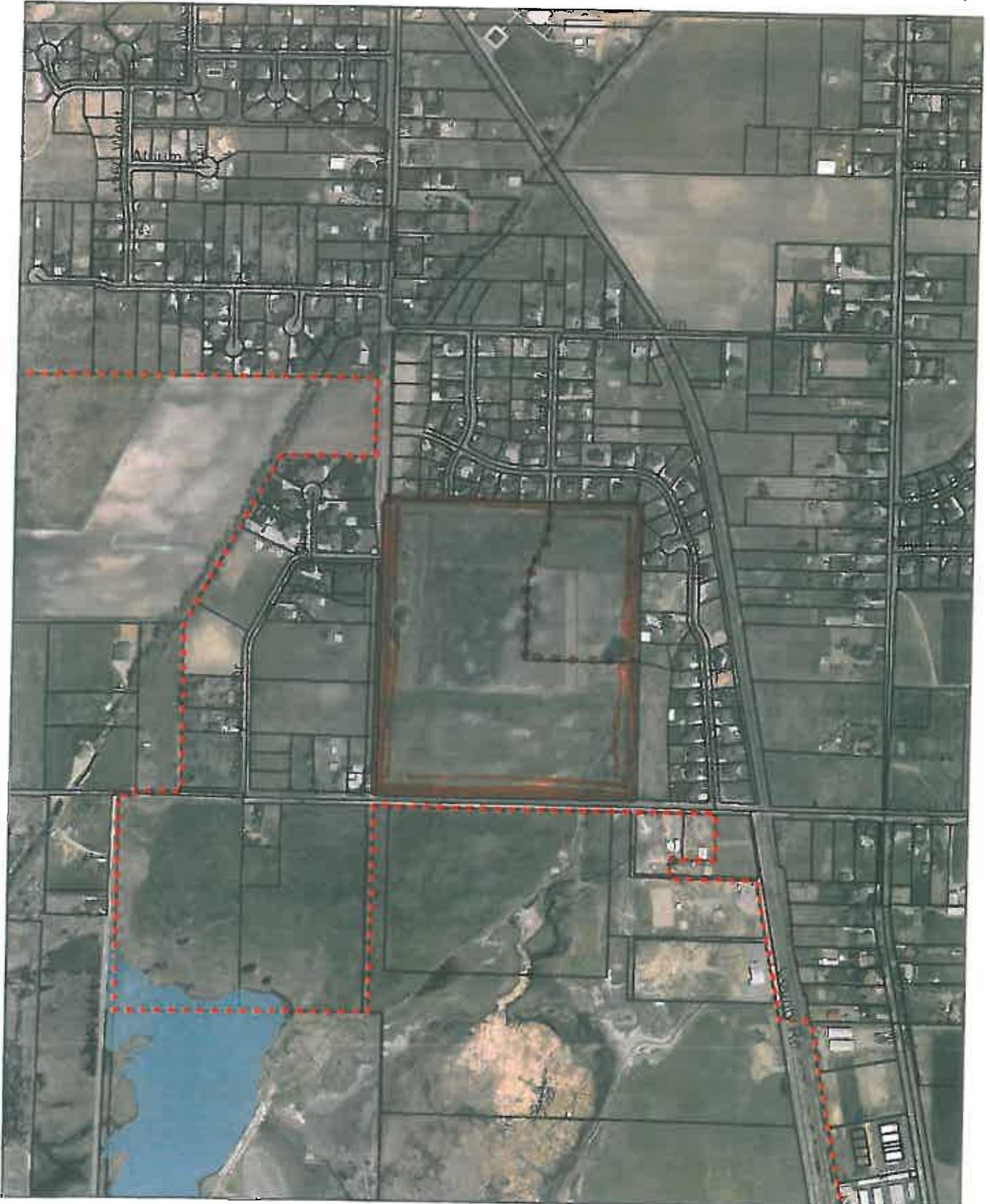
Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

Farmington City





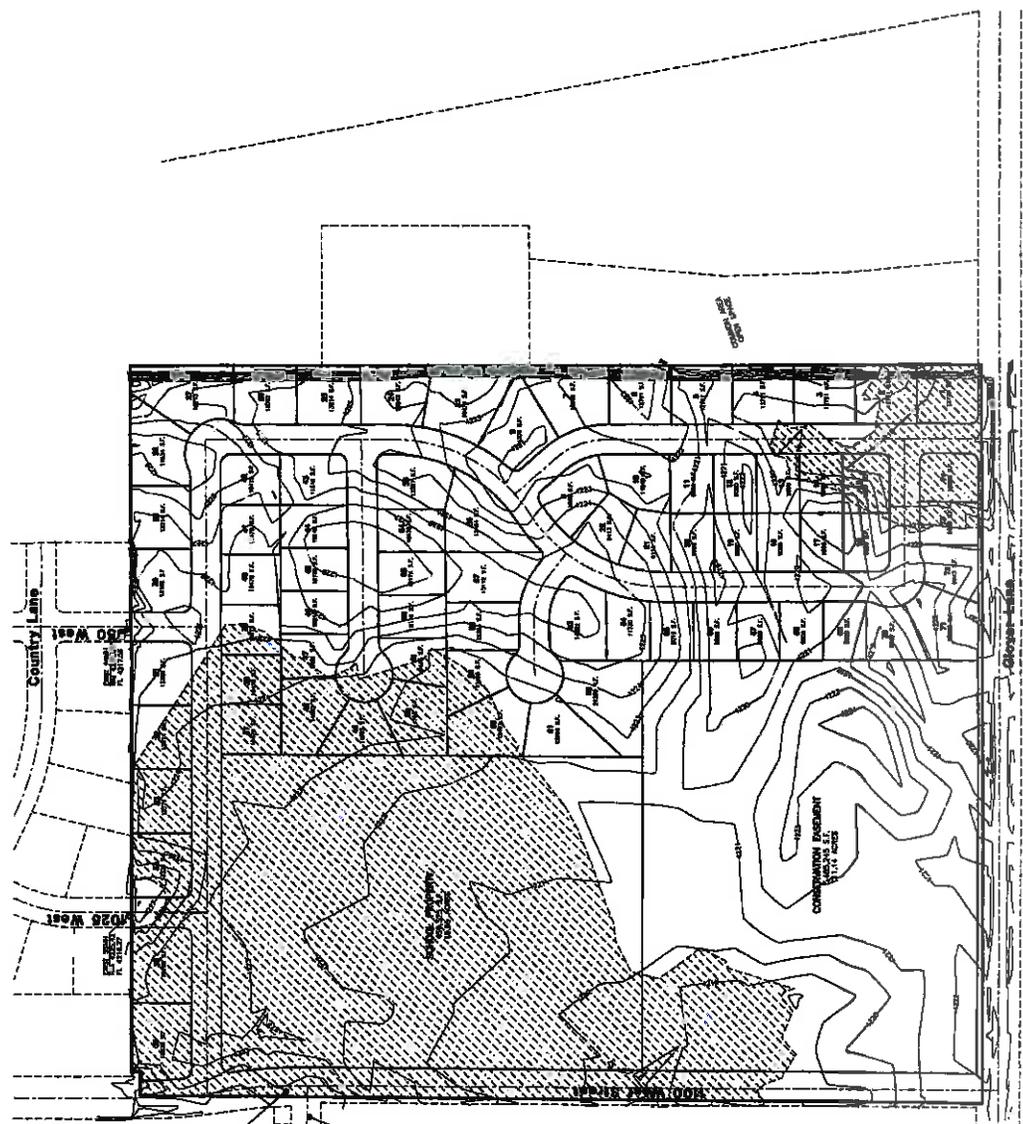
DATE	DESCRIPTION

Schematic Plan - Alternative 2

PART OF THE NE 1/4 OF SECTION 16, T.14N. R.18E. S.18E. U.S. SURVEY
 FARMINGTON CITY, DEWIS COUNTY, UTAH
Farmington Park Conservation Subdivision

Project No. _____
 Engineer: _____
 Designer: _____
 Date: _____
 Drawn by: _____
 Checked by: _____
 Number: 811-01

Sheet	1
of	1

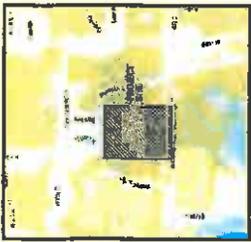


Developer:
 Fieldstone Homes
 Jason Harris
 12886 South Pony Express Road, Ste. 400
 Draper, UT 84020
 (801) 680-9061

Farmington Park Conservation Subdivision

Farmington City, Davis County, Utah

Revised, March 26, 2014



Vicinity Map



DESIGN DATA

TOTAL AREA	50.39 ACRES
CONSERVATION EASEMENT	11.00 ACRES
NET AREA	39.39 ACRES
LOT AREA	27.15 ACRES
OPEN SPACE	11.14 ACRES

- NOTES:**
1. CULINARY AND SECONDARY WATER ARE AVAILABLE AT THE SOUTH END OF LOTS 1 AND 2 AND WEST AND EAST ENDS OF LOTS 3 AND 4. THE DEVELOPER SHALL PROVIDE WATER AND SEWER SERVICE TO THE ENTIRE SUBDIVISION AND TIE INTO THE EXISTING STORMWATER AND SEWERAGE SYSTEM.
 2. THERE IS AN EXISTING STORMWATER LEFT STATION LOCATED AT THE CORNER OF 700 SOUTH STREET AND 700 WEST STREET. THE DEVELOPER SHALL PROVIDE A STORMWATER COLLECTION AND CONDUIT SYSTEM THROUGHOUT THE DEVELOPMENT AND DRAINAGE INTO THE EXISTING LEFT STATION. ALL STORMWATER SHALL BE COLLECTED AND DISCHARGED INTO THE EXISTING LEFT STATION. A DESIGN REPORT SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE DEVELOPMENT. A DESIGN REPORT SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE DEVELOPMENT.
 3. THE PROPERTY IS LOCATED IN A ZONE AS SHOWN ON THE ZONING MAP. THE PROPERTY IS CURRENTLY ZONED AS AN A-1 ZONE. THE DEVELOPER SHALL PROVIDE A DESIGN REPORT TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE DEVELOPMENT.
 4. THE PROPERTY IS CURRENTLY ZONED AS AN A-1 ZONE. THE DEVELOPER SHALL PROVIDE A DESIGN REPORT TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE DEVELOPMENT.
 5. THE DEVELOPER SHALL PROVIDE A DESIGN REPORT TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE DEVELOPMENT.

FROM FLOOD PLAIN ZONE AS EFFECTIVE 2-2-14

CONTOURS ARE SHOWN WITH A ONE FOOT INTERVAL.

SEE PLANS AND SPECIFICATIONS FOR THE LOCATION OF THESE EASEMENTS. SEE ALSO EASEMENTS AND SPECIFICATIONS FOR THE LOCATION OF THESE EASEMENTS.

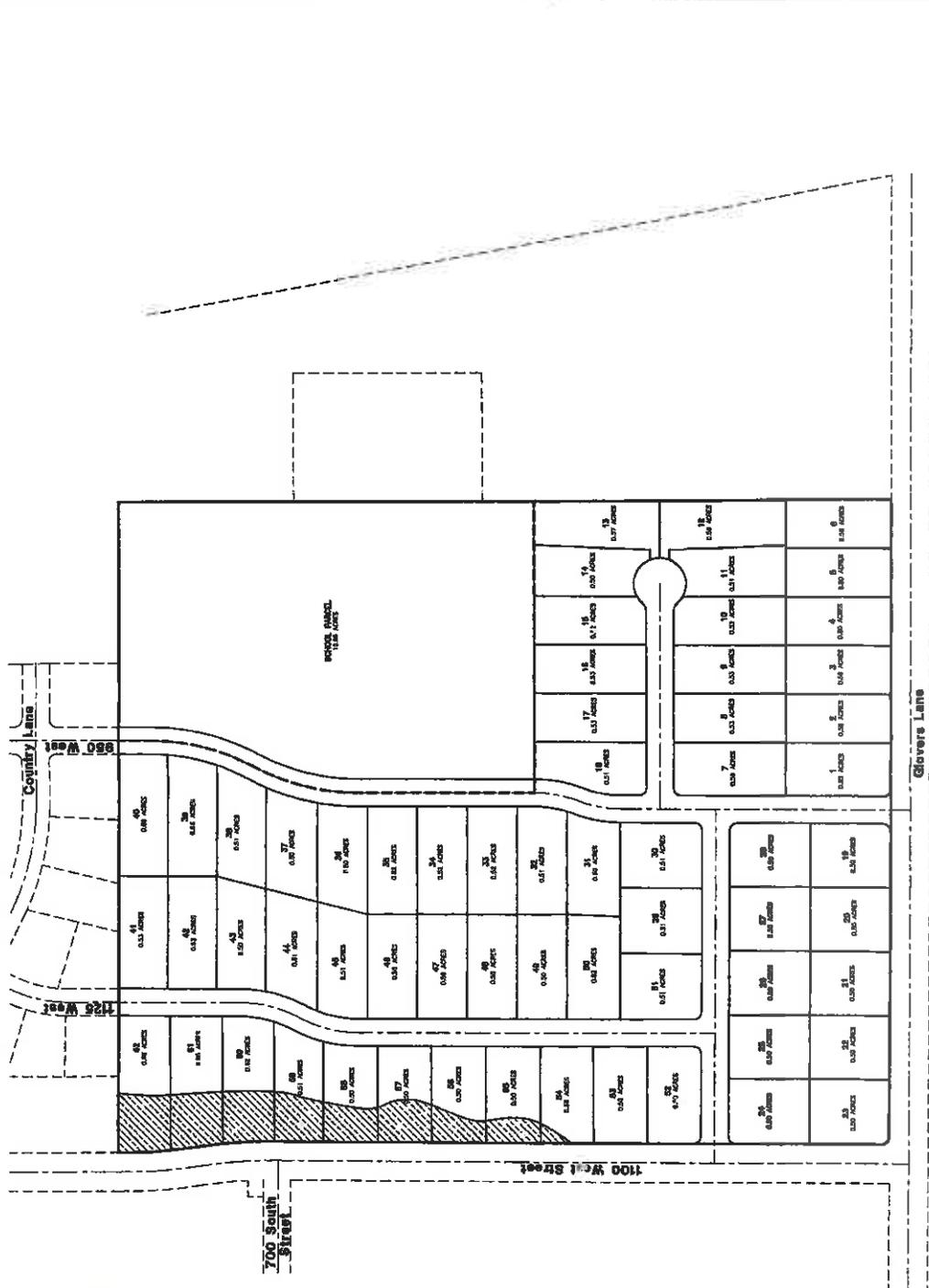
Farmington Park



This is an artistic representation for planning and display purposes only. FOR ACTUAL LOT AREA, LOT DIMENSIONS, BASEMENTS, BUILDING LOCATIONS, PLEASE CONSULT AND REFER TO OFFICIAL DOCUMENTS. All items subject to change. Not to scale.

FieldStone HOMES

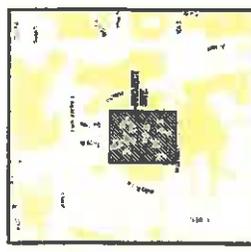
fieldstone-homes.com



Developer:
Fieldstone Homes
12886 South Pony Express Road, Ste. 400
Proper, UT 84020
(801) 880-9061

Diumenti Property

Fermington City, Davis County, Utah



Vicinity Map



Legend
[Hatched Box] = POTENTIAL WETLAND AREA

THESE PLANS AND DOCUMENTS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. THESE PLANS AND DOCUMENTS ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY OTHER USE OF THESE PLANS OR DOCUMENTS WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. IS STRICTLY PROHIBITED.



Davis School District

Dr. W. Bryan Bowles, Superintendent

Fostering Educational Excellence

Jason Harris
Fieldstone Homes
12896 South Pony Express Road
Draper, Utah 84020

Subj: Land Exchange

Jason,

The Davis School District Property Committee and staff Architect have reviewed the proposed land swap for the elementary school site located in west Farmington, on what was formerly the Diument property.

Subject to and acceptable Development Agreement and appropriate legal documents that reflect the proposed new site as shown in your email of 18 February 2014 - we are willing to execute the exchange.



Chase Rogers
Operations Planner
Davis School District
801.402.5357

FARMINGTON CREEK ESTATES

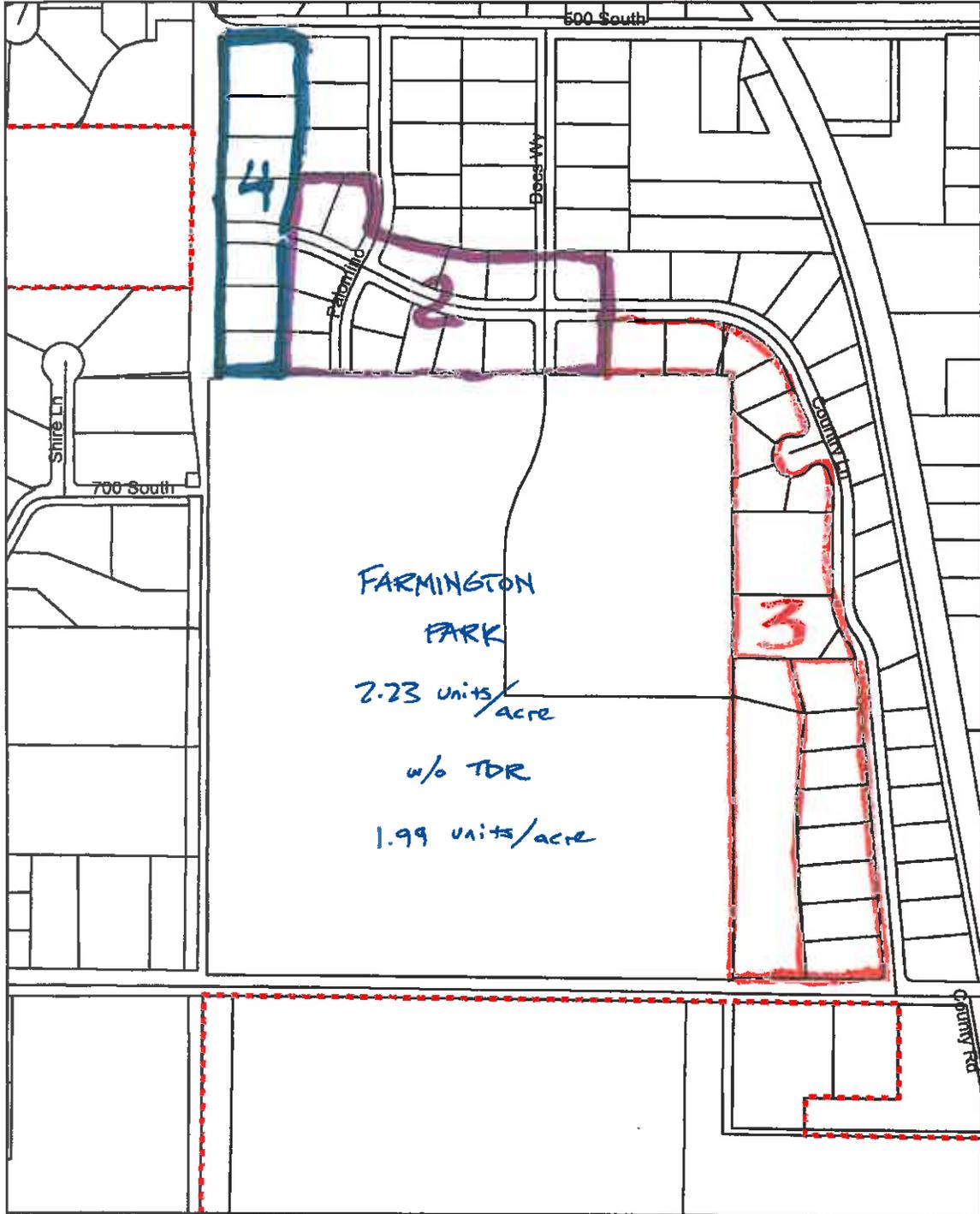
PHASE 1
N/A

PHASE 2
2.02 units/acre

PHASE 3
1.56 units/acre

PHASE 4
1.99 units/acre

Farmington City



CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

S U B J E C T: Facility Use Agreement with Farmington Area Baseball League (FABL)

ACTION TO BE CONSIDERED:

1. Review the updated agreement with FABL based on proposed changes by John Wendt.
2. Approve the changes and move forward with execution of the agreement.

GENERAL INFORMATION:

See enclosed staff report prepared by Neil Miller.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Closed Meeting Staff Report

To: Honorable Mayor and City Council
From: Neil Miller, Parks and Recreation Director
Date: March 27, 2014

SUBJECT: FACILITY USE AGREEMENT WITH FARMINGTON AREA BASEBALL LEAGUE (FABL)

RECOMENDATION

1. To have Council review the updated agreement with FABL based on proposed changes by John Wendt.
2. To have Council approve the changes and move forward with execution of the agreement.

BACKGROUND

In June of 2013 we began the process of updating the Facility Use Agreement with FABL. After several rounds of revisions FABL has presented their proposed updates to the contract. A meeting was held on March 20, 2014. Those present were Mayor Jim Talbot, Councilman John Bilton, Parks & Rec Director Neil Miller and FABL President John Wendt to discuss these changes. For the referenced changes please see the attached contract.

Respectfully Submitted

Neil Miller
Parks and Recreation Director

Review and Concur

Dave Millheim
City Manager

FACILITIES USE AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____ by and between **FARMINGTON CITY**, a municipal corporation of the State of Utah, hereinafter referred to a "City" and **FARMINGTON AREA BASEBALL LEAGUE, INC.**, a Utah non-profit corporation, hereinafter referred to as "User".

RECITALS:

WHEREAS, User desires to utilize certain City property and facilities comprising the baseball diamonds, lights, rest rooms and related facilities located with the Main City park located at 142 South Main Street and Shepard Lane Park located behind the Knowlton Elementary School at approximately 1059 North 700 West for the purpose of operating a supervised youth baseball league during the baseball season; and

WHEREAS, the City is willing to permit User to utilize the baseball diamonds and related facilities described above in accordance with the terms and conditions herein provided; and

WHEREAS, the parties desire to reduce their understanding and agreement to writing.

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. **Permit Term, Hours of Use.** During the term herein set forth, and subject to the conditions and restrictions described in this Agreement, the City hereby agrees to permit User, on a non-exclusive basis, to utilize the baseball diamonds and related facilities located at the Main City Park at 142 South Main Street, the baseball diamond and related facilities located at the Shepard Lane Park located behind Knowlton Elementary School at approximately 1059 North 700 West and the Farmington Community Arts Center located at 120 S Main beginning in April and continuing to and through July 31 and Saturdays September 1st through October 31st of each year of the term of this Agreement, as follows:

Main-Forbush Park: _____ 4:00 p.m. - 10:00 p.m. Monday thru Friday and
8:00 a.m. - 10:00 p.m. on ~~2nd~~ and 4th Saturdays (no games to be held on the Saturday of Festival Days.

Shepard Park 5:00 p.m. - 11:00 p.m. Monday thru Thursday
8:00 a.m. - ~~6~~11:00 p.m. on Saturdays

Community Center Use of center for one day prior to the start of the FABL season to be used for team uniform distribution.

User also agrees to provide to the Parks Superintendent, in writing (email, typed or handwritten), no later than the third working Monday in April by 5:00 p.m., all game schedules for its leagues. In addition, in the event of any and all schedule changes, User agrees to provide a list of the changes, in writing (email, typed or handwritten), to the Parks Superintendent, no later than 48 hours prior to the date being changed.

Farmington City and the User agree, on or before March 1 of each year of the term of this Agreement, to conduct an annual review meeting to discuss the previous season and review the needs for the upcoming season. A deposit balance review will also be conducted and an invoice provided to the User to replenish the deposit in the event that any amount has been deducted over the previous season.

2. **Consideration.** In addition, User agrees to meet with Farmington City Parks & Rec staff four times each year~~allow the City to appoint one City representative to serve as an ex-officio member of the User's Board to represent City interests~~ and to foster continued communication between the parties. Those meetings will take place during January, March, mid-season and post season.

3. **Maintenance.** The parties hereby acknowledge that the real property comprising the baseball playing fields together with the improvements and fixtures attached thereto such as backstops, dugouts, benches, etc., are owned by the City. These facilities shall not be modified without express permission of the City. Baseball uniforms and baseball equipment such as bats, balls, masks, batting cages, and the outfield fence located at the Main City Park, etc., shall be owned by the User. During the term of this Agreement, maintenance and repair of the baseball playing fields and related facilities shall be provided as follows:

a. The City shall provide mowing and watering the lawn areas ~~and shall provide garbage pickup from designated City receptacles (dumpsters located in parking lots.)~~. The City agrees to provide to the User a total of 20 garbage receptacles for use throughout the season. The User agrees to pay for the damage or replacement cost on all damaged receptacles, to be deducted from the deposit. The User assumes responsibility to deliver all trash cans curbside, on the designated trash pickup day, for each location. The City agrees to pay the cost of electricity. The City cannot and shall not be responsible for disruption of games caused by irrigation or field maintenance when User fails to submit all playing schedules by 5:00 p.m. on or before the third Monday in April.

b. During the baseball season the User hereby agrees to furnish all labor and materials necessary to properly prepare the baseball diamonds and related facilities used by it for League play. However, the City does agree to assist User with field preparation during an organized "preparation day" jointly scheduled by the User and City.

4. **Ball Diamond Lighting.** The City agrees to provide field lighting acceptable to the City and pay the cost thereof for those nights approved in any agreement for special events approved by the City. Farmington City agrees to conduct a pre-season lighting review each

year, with the User, no later than April 1st to determine any lights which need to be replaced or repositioned. Farmington City agrees to replace and reposition any necessary lights.

5. **Supervision and Regulations.** All persons utilizing the baseball facilities shall at the times specified in this Agreement be supervised by the User and responsible adults designated by the user who shall be identified upon request to the City's personnel. The designated "responsible adult" must be either a FABL board member or league trained site supervisor over the age of 18. The User and all persons responsible for providing such supervision shall obey any reasonable directions or instructions of personnel of the City and shall comply with all applicable rules and regulations of the City, (inclusive of not permitting alcoholic beverages on City property or allowing personal vehicles to park outside of designated parking areas) where the same apply to the User and User's activities. From time to time the User may identify a need to temporarily park on the grass, located near the shed, in order to deliver necessary supplies. In the event this need is identified, notification must be sent in writing (email, typed or handwritten) to the Parks Superintendant. For good cause, the Parks Superintendant shall have the authority to prevent vehicles from driving and parking on the grass, or may restrict such activities. If there is an instance where damage is caused, the labor and replacement cost of the damaged area will be deducted from the existing deposit. All employees, supervisors, and representatives of the User shall adhere to appropriate safety and legal requirements in operating any equipment, machines or in performing any duties required of the User under this Agreement. Lights on the playing fields shall be turned OFF by User no later than 10:00 p.m. at the Main City Park and 11:00 p.m. at the Shepard Lane Park.

6. **Deposit, Damage and Cleanup.** The User hereby agrees to deposit with the City the sum of \$500 to be utilized as a deposit to assure User's maintenance and clean-up responsibilities under the terms of this Agreement and to insure User's liability for any damage to City facilities. User shall pay or replenish the \$500 deposit to the City by March 15th of each year. The User shall assure the playing fields and related facilities are prepared, maintained and used in a safe, prudent and responsible manner and only for their usual and intended purposes, and User shall be liable for any damage (other than ordinary wear and tear) resulting to the City's property and related facilities caused by either User or by persons whom User is responsible for supervising. The User shall leave the property and facilities in a clean and orderly condition. All trash deposited on the fields as a result of User's activities shall be gathered on a daily basis by the User from the grounds and deposited in dumpsters or trash receptacles provided by the City. The City shall notify The User when trash conditions will require clean up by the Parks & Rec staff. In the event City personnel are required to collect garbage from the facilities due to User's failure to pick up garbage, the actual costs to the City shall be deducted from the ~~\$1000~~500 deposit to pay for such service. Such deduction shall be based on actual time spent by City personnel, charged at the rate of \$20 per each man hour required. Additionally, in the event of damage, the User agrees to pay the actual cost to repair any damaged area, equipment or facility. In the event that Farmington City deems it necessary to make a deduction from the deposit for damages, repairs, or violations, it is agreed that the Parks Superintendant will notify the User when the damage is known. Any remaining portion of the deposit will roll over to the next season's deposit.

7. **Sponsorship.** The User shall not represent or imply that the City in any way sponsors or endorses the activities for which the playing fields and facilities are to be used by User.

8. **Improvements and Signage.** No improvements or signage shall be constructed or installed by the User on the City's property without the prior written consent of the City being first obtained. No changes in any existing improvements, other than repair and maintenance of the fields and similar activities, shall be made unless formal approval from the City is received after submission of plans and drawings in accordance with City rules and regulations. No signs shall be constructed or located on the City's property without obtaining a permit from the City prior to construction. Temporary signs or banners shall be allowed to be affixed to fencing during the permit term.

9. **Concessions.**

a. The City hereby grants the User the ~~non~~-exclusive right during the periods of baseball play specified in this Agreement to operate a concession wagon to be located only at Shepard Lane Park upon the City's property during the hours specified in this Agreement. User hereby agrees to abide by and comply with all applicable ordinances, rules, and regulations pertaining to food handling and operations of the concession facilities including all applicable requirements of the Davis County Board of Health. The concession wagon shall be independent of any City operations and the City shall have no financial or legal responsibility for any actions, activities or operations of the concession wagon. User shall be responsible to store and maintain the concession wagon in accordance with applicable law.

b. The City grants the user the exclusive right to operate and maintain the concession stand at Forbush Park. The City agrees that the use of the structure is for the purpose of use by The User only. The contents of the structure are the real property of The User. These provisions are in force during and after the permit term.

10. **Insurance and Indemnification**

a. **Insurance.** The User shall provide and maintain, during the term of this agreement, at User's sole cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from operation or performance of the User's program and activities covered by this Agreement. The single limit coverage applying to bodily and personal injury liability or property damage shall be not less than \$1,000,000. This policy shall contain an endorsement listing the City and its officers, employees, and representatives as additional insured. User will obtain and maintain any casualty or other insurance deemed desirable by User to protect User's equipment and property. The City shall have no liability for loss or damage to any property of the User at any time.

b. **Indemnification.** User expressly agrees to indemnify, defend, and hold the City, its officers, employees, and representatives free and harmless from and against any

and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees arising out of any negligence of the City, its officers, employees, agents, and representatives in performing any of the City's obligations under this Agreement.

11. **Non-Exclusive Use.** Nothing herein shall prevent the City from allowing use of the City parks specified herein, the baseball diamonds and related facilities by others as determined by the City, provided that such use shall not unreasonably interfere with the use thereof by the User as permitted herein. The City and the User shall cooperate to ensure coordination and equitable use of the facilities by other persons and recreation programs.

12. **Termination.** Either party may terminate this agreement upon giving thirty (30) days written notice to the other party. The agreement cannot be terminated during the permit term unless gross and willfull violations of the terms set forth occur by either party.

13. **Assignment and Amendment.** No amendment or modification of this Agreement shall be of any force or effect unless set forth in writing and signed by the parties thereto. The User shall not assign, rent, trade or transfer any rights under this Agreement.

14. **Entire Agreement.** This Agreement between the parties hereto contains the entire understanding and agreement of the parties with respect to the subject matter herein contained and no prior or contemporaneous agreements, promises, representations, or understandings which are not contained herein with respect thereto shall be of any force or effect.

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

FARMINGTON CITY

By: _____
Jim Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

FARMINGTON AREA BASEBALL LEAGUE

By: _____
Its: _____

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

SUBJECT: Farmington Bungalows Final Plat Approval

ACTION TO BE CONSIDERED:

See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: April 15, 2014

SUBJECT: **Farmington Bungalows Final Plat Approval**

RECOMMENDATION

Move that the City Council approve the Final Plat for the Farmington Bungalows subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. Final improvement drawings, including but not limited to, a grading and drainage plan shall be approved by the City Engineer, Public Works Department, Fire Department, Central Davis Sewer District, Benchland Water, City Stormwater Official and the Planning Department;
2. Prior to recordation of Final Plat, the applicant must obtain drainage easements in favor of Farmington City from UDOT, and these easements must be on the recorded plat;
3. If the applicant replaces the existing home on State Street, then the proposed dwelling on State Street shall receive a recommendation for approval from an ad hoc architectural review committee as established by the City Council or the Farmington City Historic Preservation Committee.

Findings for Approval:

1. The property is identified as Low Density Residential on the General Plan, and the proposed final plat is consistent with that designation.
2. The General Plan also states that the City should “recognize and preserve Farmington’s heritage of pioneer buildings and traditions for the enrichment of its present and future citizens.” The property is in the Clark Lane Historic District, and the applicant will receive a Certificate of Appropriateness before demolition of the existing home takes place.
3. The applicant has been in negotiations with UDOT and is confident that he will have all necessary letters, approvals and easements prior to recordation.
4. Specific to the final plat only, and the recommended conditions of approval, the plan complies with all Zoning and Subdivision Ordinance requirements, and other appropriate regulations.
5. Staff will ensure that the homes will fit in with the historic character of the underlying Clark Lane District.

BACKGROUND

The applicant, Chris Ensign, is requesting Final Plat approval for a 10-lot conventional subdivision on 3.2 acres located at approximately 50 South 300 West. The underlying zone for this property is an OTR zone. One of the lots in the subdivision (Lot 10) is also located in the Clark Lane Historic District and the south boundary of the project abuts the rear yard of Farmington Junior High School. There is an existing house on Lot 10 and Davis County records show that the house was built in 1954.

Initially, the applicant proposed a cul-de-sac entering off of State Street during the Schematic Plan phase. At the public hearing on October 10th, the Planning Commission determined that a road alignment off of State Street would create corner lots for the Johnsons and Sonzinis. The proposed road alignment would also create potential conflicts with those property owners due to nuisances associated with traffic. Additionally, an entrance off of State Street was determined to be nonconforming to the Clark Lane Historic District, specifically the historic feel of State Street. The item was tabled on October 10th and again on October 24th to give the applicant time to meet with adjacent property owners and to pursue possible alternatives to a State Street access.

The applicant pursued the recommendations proposed by the Planning Commission and revised his schematic plan with the access road coming off of 300 West, he subsequently received a recommendation for approval at the November 14th Planning Commission and City Council approval at the December 3rd meeting. Additionally, the applicant has acquired additional property owned by the Ballantynes and the Bentleys. The proposed 300 West access road is preferable for many reasons, including:

- 1- The impact to adjacent neighbors from the road will be less because there is more space for a side buffer;
- 2- The rhythm of State Street, which adds to the historic character of that district will not be impacted by a break in that rhythm from an access road;
- 3- Although the traffic impact to State Street would have been minimal, concentrating the limited additional traffic onto an existing local road is preferable to adding another access point onto State;
- 4- This new alignment, along with the possible acquisition of the rear portion of the Bentley property has allowed the applicant to create more lots (10 instead of 7) and remain a conventional subdivision in the OTR zone.

There is currently a home on the northern portion of the parcel and the property is owned by Michael White. The applicant is proposing that eventually the existing home may be demolished and a new home be built in its place. In discussions with a representative of the Farmington Historic Preservation Commission, it appears that this house is both a non-contributing structure to the historic district and falls outside of the period of significance. Notwithstanding this, Section 11-39-105(f)(2) states that "proposed repairs, alterations, additions, relocation or demolitions to Historic Resources listed on the Register requiring a building permit are subject to review by the Historic Preservation Commission and shall receive a "Certificate of Historic Appropriateness." Even though the existing home itself is not in the Historic Register, the underlying Clark Lane Historic District is, and therefore a Certificate of Historic Appropriateness may be required to replace the existing home. Additionally, Chapter 11-17-070 of the Zoning Ordinance establishes "New Construction Design Guidelines." While the houses on the interior of the proposed subdivision should try and meet all of the requirements established therein, it is highly recommended that the proposed house on State Street, because of its prominence and location between two historic homes should "request a recommendation from an ad hoc architecture committee established by the City Council or the Farmington City Historic Preservation Commission."

The current subdivision configuration shows that the lot widths for Lots 101, 102, 103, 104, 105, and 106 are 70'-80', but the required lot width in the OTR zone is 85'. Nevertheless, according to Section 11-17-040 of the Zoning Ordinance "the Zoning Administrator may reduce the minimum lot width standards," by no more than fifteen feet and only if the proposed width shall be compatible with the character of the district. This allowance for deviation is due to the variety in architectural eras that exist within the OTR zone; different periods of architecture had different lot widths, so there is a lot of variation within the OTR zone already, so some flexibility is in the ordinance to allow for new lots to conform to the surrounding neighborhood and the lot widths therein. In order to come into compliance with the City's zoning ordinance, these lot widths may need to be adjusted by the Zoning Administrator.

After Preliminary Plat approval, the only outstanding issue was the storm-drain, and specifically, where the storm water would be detained. The applicant has worked with UDOT and received a letter of approval to utilize the Frontage Road storm drain system to remove his storm-water. However, the applicant still needs to obtain drainage easements in favor of Farmington City and these easements must be on the recorded plat.

SUPPLEMENTAL INFORMATION

1. Vicinity map.
2. Farmington Bungalows Final Plat
3. Clark Lane Historic District Map
4. Section 11-17-070 of the Zoning Ordinance
5. Letter of Approval from UDOT

Respectively Submitted



Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

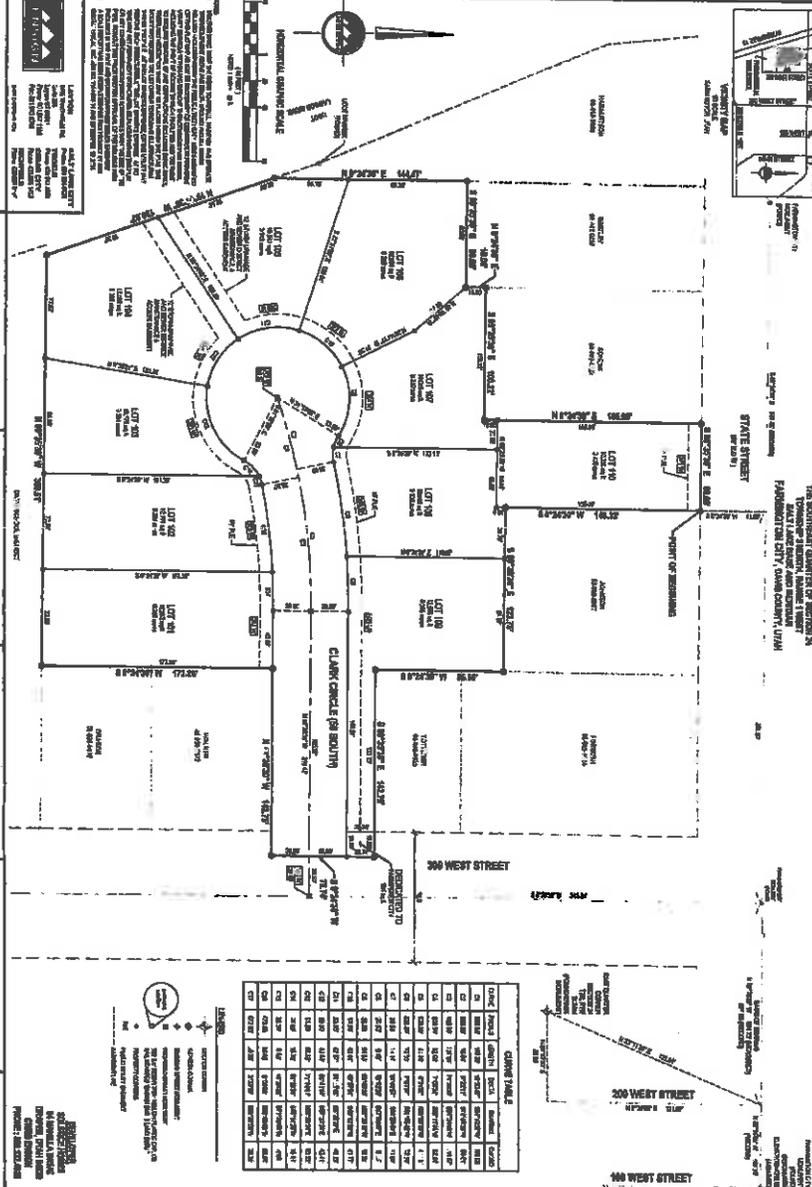


Farmington City





FARLINGTON BUNGALOWS SUBDIVISION
 A PART OF THE CITY OF FARLINGTON, UTAH
 THE SOUTHWEST QUARTER OF SECTION 24
 T41N R10E S10E
 FARLINGTON CITY, SALT LAKE COUNTY, UTAH



CLARK CIRCLE (AN EQUITY)

Lot	Area	Owner	Address
98	0.10	...	...
99	0.10	...	...
100	0.10	...	...
101	0.10	...	...
102	0.10	...	...
103	0.10	...	...
104	0.10	...	...
105	0.10	...	...
106	0.10	...	...
107	0.10	...	...

LEGEND

- Proposed
- Existing
- Easement
- Right-of-Way
- Utility
- Other

APPROVALS

City of Farlington: _____

Utah State Office: _____

County Office: _____

PLANNING COMMISSION

RESOLUTION

WHEREAS, the Planning Commission has reviewed the subdivision map for the Farlington Bungalows Subdivision and has found that it complies with the requirements of the Utah Subdivision Map Act and the City of Farlington Ordinance; and

WHEREAS, the Planning Commission has recommended that the subdivision map be approved for recording;

IT IS HEREBY RESOLVED that the Planning Commission approves the subdivision map for recording.

ADDITIONAL DOCUMENT

City of Farlington: _____

Utah State Office: _____

County Office: _____

FARLINGTON BUNGALOWS SUBDIVISION

OWNER

Farlington Bungalows Subdivision, Inc.

1234 Main Street, Farlington, UT 84401

Phone: (801) 555-1234

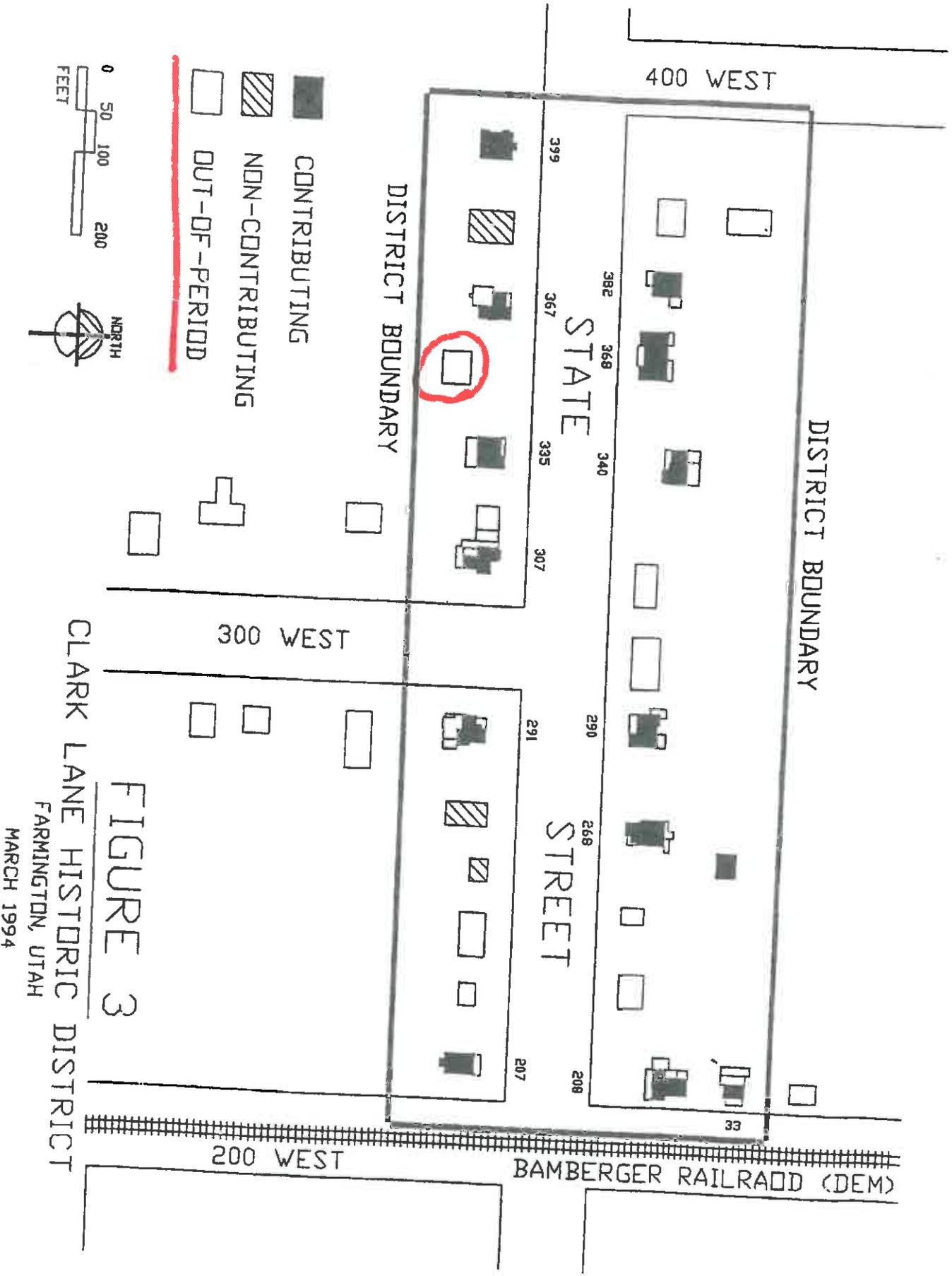


FIGURE 3

CLARK LANE HISTORIC DISTRICT
 FARMINGTON, UTAH
 MARCH 1994

CHAPTER 17

ORIGINAL TOWNSITE RESIDENTIAL ZONE (OTR)

- 11-17-010 Purpose.**
- 11-17-020 Permitted Uses.**
- 11-17-030 Conditional Uses.** _____
- 11-17-040 Minimum Lot and Setback Standards.**
- 11-17-050 Accessory Buildings and Structures (Including Attached or Detached Garages).**
- 11-17-060 Fences.**
- 11-17-070 New Construction Design Guidelines.**

11-17-010 Purpose.

The purpose of this zone is to conserve and protect the beauty and historic character of the original townsite residential area of Farmington City through conservation of neighborhoods which reflect distinctive features of the original townsite, to promote the public welfare by keeping the original townsite area a desirable and attractive place in which to live, and to assure compatibility of design of new residential units, additions, remodels, and accessory structures. In order to assure compatibility with the purpose of this zone, these provisions shall also extend to existing or proposed conforming or non-conforming land uses such as commercial, public, and industrial land uses that are situated within the boundaries of the Original Townsite Residential (OTR) Zone.

11-17-020 Permitted Uses.

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

- (1) Agriculture;
- (2) Class "A" animals;
- (3) Class "B" animals (as provided herein);
- (4) Home occupations complying with the provisions of Section 11-35-103;
- (5) Single-family dwellings; and

11-17-030 Conditional Uses.

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

- (1) Class "D" animals;
- (2) Day-care center;
- (3) Dwelling, Accessory;
- (4) Dwelling, Secondary;
- (5) Greenhouses, private with no retail sales;
- (6) Home occupations requiring a conditional use permit under Section 11-35-040;
- (7) Private school;
- (8) Public uses (as provided herein);
- (9) Public utility installations (except lines and rights-of-way) (as provided herein);
- (10) Quasi-public uses (as provided herein);
- (11) Residential facilities for the elderly; and
- (12) Residential facilities for the handicapped.
- (13) Single-family residential planned unit development (PUD)

11-17-040 Minimum Lot and Setback Standards.

(1) The following shall be the minimum lot areas, widths, and main building setbacks in the OTR Zone:

Zone	Lot Area	Lot Width		Front	Side	Side Corner	Rear
		Interior	Corner				
OTR	10,000 s.f. for each single-family	85'	95'	30'	10' min., total 22'	20'	30'

(2) Class "B" animals are permitted in the OTR Zone only if the area of the lot is twenty thousand (20,000) square feet or larger. Class B animals shall be limited to not more than one (1) horse or cow and not more than two (2) sheep or goats for each twenty thousand (20,000) square feet of a lot.

(3) Public uses, Public utility installations, and Quasi-public uses are only allowed on lots less than 40,000 square feet in size.

(4) Special Standards for Lot Width. Certain large, wide, and deep lots presently exist in the OTR zone. City records show that between 1969 and 1986 the minimum lot width in the original townsite area was seventy (70) feet. Furthermore, for all the years prior to World War II, no minimum lot width or lot size standards existed at all in the original townsite area. Consequently scores of lots exist in this area with frontages less than eighty-five (85) feet in width. The purpose of this section is to provide special standards for narrower lot width for the subdivision of large, wide lots located in the OTR zone. A property owner may subdivide a parcel of land in the OTR zone resulting in a lot width less than the minimum requirement set forth herein so long as the following standards are met:

- (a) Any new construction on the building lot created therefrom, shall conform to the New Construction Design Guidelines contained herein.
 - (b) The reduction in lot width shall not exceed fifteen feet (15');
 - (c) The lot size must meet the minimum standard lot size described herein;
 - (d) The lot, and any use proposed for the lot, shall comply with the minimum setback standards set forth herein, and standards related thereto set forth in Chapter 28 of this Title.
 - (e) Any structures existing prior to the subdivision shall meet the setback requirements set forth in this Chapter within the new subdivision.
- (5) Flag Lots as defined by the Farmington City Code shall be prohibited in the OTR Zone.

11-17-050 Accessory Buildings and Structures (Including Attached or Detached Garages).

(1) Accessory buildings, except for those listed in Subsection (2) below, may be located within one (1) foot of the side or rear property line, provided they are at least six (6) feet to the rear of the dwelling, do not encroach on any recorded easements, occupy not more than twenty five percent (25%) of the rear yard, are located at least fifteen (15) feet from any dwelling on an adjacent lot, and accessory buildings shall, without exception, be subordinate in height and area to the main building and shall not encroach into the front yard and required side corner yard;

(2) Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not closer than ten (10) feet from any side or rear property line and eighty (80) feet from any public street or from any dwelling on an adjacent property (exceptions to these setback requirements may be reviewed by the Planning Commission as a conditional use);

(3) On double-frontage lots, accessory buildings shall be located not less than twenty-five (25) feet from each street upon which the lot has frontage.

(4) All garages and any similarly related accessory buildings, whether attached or detached, shall be considered for approval as follows:

- (a) Under no circumstance shall any garage encroach into the front yard, or any other yard, except side yards and the rear yard, of the building lot;
- (b) Attached garages constructed even with the front setback line, or that are setback (or recessed) from the front setback less than a distance equal to

half the depth of the main building shall comprise no more than 33% of the front plane of the home,

- (c) All garages, unless otherwise provided herein, shall be considered as a Permitted Use.
- (d) Garages must be compatible and consistent with existing garages in the area. The placement of garages in the general vicinity and on adjoining properties with respect to setbacks and the position of existing garages in relation to the main buildings will be a consideration in determining site plan approval for new garages. Property owners may be asked to provide information regarding such during the building permit application review process.

11-17-060 Fences.

- (1) Fences consisting of chain link or vinyl materials, except such fences which have a wood grain appearance, located in the front yard or side corner yard shall be prohibited.
- (2) Vinyl fences shall only be installed with colors consisting of flat, non-gloss finishes.

11-17-070 New Construction Design Guidelines.

These standards apply to all structures requiring a building permit including new construction, additions, and alterations. Creative solutions that are compatible with the desired character of a historic neighborhood are strongly encouraged. Designs that seek to contrast with the existing context are discouraged. This guidance will help protect the established character of each neighborhood, while also allowing new, compatible design.

The area within the OTR Zone, including specific neighborhoods and buildings, conveys a certain sense of time and place associated with its history. It also remains dynamic, with alterations to existing structures and construction of new buildings occurring over time. New buildings and/or construction are not encouraged to look old, rather a new design should relate to the fundamental characteristics of the district while also conveying the stylistic trends of today.

New construction should, to the greatest extent possible, maintain the established mass, scale, height, width, and form of other buildings on the street. New buildings and additions may be larger than earlier structures, but should not be so dramatically greater in scale such that the visual continuity of the street is compromised.

The Planning Department and/or Planning Commission may request a recommendation from an ad hoc architecture committee established by the City Council or the Farmington City

Historic Preservation Commission regarding applications for Permitted Uses or Conditional Uses.

(1) Streetscape. New construction must be compatible and consistent with buildings on adjoining lots and parcels in the general vicinity. To ensure compliance with setback and orientation, mass and scale, building height, building and roof form, materials, and color standards set forth herein, applicants for new construction may be required to provide a plan view of the streetscape showing building elevations (similar to examples contained in the appendix of this chapter), landscaping, and other physical features, of adjacent lots, a series of abutting lots, or lots across the street. The City may also review aerial photographs to ensure a compatible and consistent streetscape.

(2) Setback and Orientation. Situate new buildings such that they are arranged on their sites in ways similar to existing buildings in the area. This includes consideration of building setbacks, orientation, and open space. The Zoning Administrator may reduce the minimum setback standards contained herein, provided such exception shall conform to the following standards:

- (a) The reduction in the setback shall not exceed fifteen (15) feet;
- (b) The setback proposed shall be compatible with the character (including historic qualities related thereto) of the site, and the existing setback of structures on adjacent and surrounding properties.
- (c) The Zoning Administrator and/or Planning Commission may require conditions consistent with the Farmington City General Plan, the intent and purpose of this Title, and other provisions contained herein,

(3) Mass and Scale.

- (a) New buildings and additions must be constructed to reinforce a sense of human scale. This may be accomplished by employing techniques such as these:
 - i. Using building materials that are of traditional dimensions;
 - ii. Providing one story porch on a main building dwelling that is similar to that seen traditionally;
 - iii. Using a building mass that is similar in size to those seen traditionally;

- iv. Using a solid-to-void ratio on all visible facades from the public right-of-way that is similar to that seen traditionally, and using window openings that are similar in size to those seen traditionally. At least 25% of street facing facades, excluding roofs, shall consist of window and/or doors.
- (b) New buildings and additions shall appear similar in scale to the scale that is established in the block or in the general vicinity. Subdivide larger masses into smaller “modules” that are similar in size to buildings seen traditionally. The area of a new construction or addition shall be equal to or less than that of the main dwelling or original building unless otherwise approved by the Planning Commission as a conditional use;
 - (c) Front elevations shall be designed similar in scale to those seen traditionally in the block. Fronts shall include a one story element, such as a front porch. In certain circumstances a two story element, such as a two story porch, may be appropriate. The primary plane of the front should not appear taller than those of typical structures in the block. A single wall plane should not exceed the typical maximum facade width in the zone.
- (4) Building Height.
- (a) New building height should be similar to those found historically in the vicinity, and shall not exceed twenty-seven (27) feet height;
 - (b) No dwelling structure shall contain less than one (1) story;
 - (c) Except as otherwise provided herein, the height of a new addition shall be equal to or less than that of the original building;
 - (d) Accessory buildings or structures shall be subordinate in height to the main building and shall not exceed 15 feet in height unless approved by the Planning Commission after a review of a conditional use application filed by the property owner.

(5) Building and Roof Form. Building form is an indispensable component which advances the purpose of this Chapter, and visually, the roof is the single most important element in an overall building. New construction, including second story additions, shall comply with the following design guidelines (see also the illustrations in the Appendix):

- (a) Building and roof forms should be consistent with other buildings seen traditionally on the block and in the neighborhood;

(b) Simple rectangular solids are typically appropriate in building form;

(c) Gable and hip roofs are appropriate for primary roof forms in most residential areas. Shed roofs are appropriate for some additions. Roof pitches must be within +/- 2 inches per foot of other roofs on that property and/or adjacent properties of similar era ("shed style" roofs excepted);

(d) If a property owner is proposing to construct a second story but no second story homes exist in the neighborhood, the property owner should consider bringing portions of the roof down to the gutter or eave line of the first story;

(e) Major portions of second-story and/or second story additions should be set away from front, rear and side property lines, and placed over the house and not the garage only; and

(f) No structure shall extend above or beyond a daylight plane having a height of 12 feet at each side property line and extending into the lot or parcel at an angle of 45 degrees with the following encroachments allowed:

i. Television or radio antennas, chimneys, flues, eaves, and skylights;

ii. Dormers or similar architectural features, provided that the horizontal length of all such features shall not exceed a combined total of 15 feet on each side; and

iii. Gables or similar architectural features, provided that the horizontal length of all such features shall not exceed a combined total of 19 feet on each side, measures along the intersection with the daylight plane, and provided that the intersection of the gable with the daylight plane closest to the front property line is along the roof line.

(6) **Materials.** Building materials should contribute to the traditional sense of scale of the block, this will reinforce the sense of visual continuity in the district. New materials that are similar in character to traditional materials may be acceptable with appropriate detailing. Alternative materials should appear similar in scale, proportion, texture and finish to those used historically. They also must have a proven durability in similar locations in this climate. Except for the roof, fascia and soffit, exterior material on the front and side elevations of said structures shall consist of brick, rock, stucco, wood siding or combination thereof, metal and vinyl shall be prohibited. Metal or vinyl exterior materials shall be permitted on windows and doors and on the fascia and soffit, and on the entire rear elevations of said structures. All exterior materials and colors are to be specified on plans for said structures and shall be submitted for approval by the Planning Department and/or Planning Commission.

(7) Color. With respect to colors on an historic building, a scheme that reflects the historic style is preferred, although some new color selections can be compatible. For newer buildings and additions, a color scheme that complements the historic character of the zone should be used. Property owners are particularly encouraged to employ colors that will help establish a sense of visual continuity for the block.

- (a) Keep color schemes simple. Using one base color for the building is preferred. Muted colors are appropriate for the base color. Using only one or two accent colors is also encouraged, except where precedent exists for using more than two colors with some architectural styles.
- (b) Coordinating the entire building in one color scheme is usually more successful than working with a variety of palettes. Using the color scheme to establish a sense of overall composition for the building is strongly encouraged.

Enacted 12/04/02, Ord. 2002-48
Chapter 17 Amended, 7/16/03
Added Conditional Use #13, 09/19/06, Ord. 2006-62
Amended 3/6/07, Ord. 2007-18



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

SHANE M. MARSHALL, P.E.
Deputy Director

April 1, 2014

Chad Boshell, P.E.
City Engineer
720 West 100 North
Farmington, Utah 84025

RE: **SR-106, Bungalows Subdivision on Site Detention**

Dear Mr. Boshell:

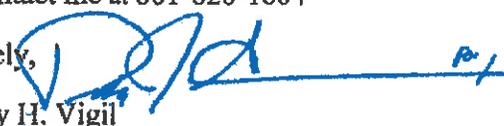
The UDOT Region One Engineering staff has reviewed and **approved** the request for **SR-106, Bungalows Subdivision on Site Detention**. At this time a bonded contractor may fill out the **Online Permit Application**:

Go to: www.udot.utah.gov

- Click drop down arrow on "Doing Business" tab
- Go to: "UDOT Permits"
- Click: "Apply Online"
- Create User Name, Password and Register "Online Permit System"
- Fill out encroachment permit application

If you have any further questions or concerns, please contact me at 801-620-1604

Sincerely,


Tommy H. Vigil
Region Right of Way Control Coordinator

THV/rjg

cc: Kris Peterson, P.E.
David Adamson, P.E.
Darin K. Fristrup, P.E.
J. Brent Deyoung, P.E.
Gordon Young.
Kelly Moffitt

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

SUBJECT: Brentwood Estates Waiver Approvals for Road, Storm Drain and Trail Improvements

ACTION TO BE CONSIDERED:

Approve waiver for road, storm drain and trail improvements.

GENERAL INFORMATION:

Dave Millheim will be making this presentation. No staff report for this item.

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:
April 15, 2014

S U B J E C T: Cottages at Rigby Road Open Space Waiver Valuation

ACTION TO BE CONSIDERED:

Approve waiver for open space valuation.

GENERAL INFORMATION:

Dave Millheim will be making this presentation. See enclosed memo for Ovation Homes.

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

MEMORANDUM

TO: Farmington City Council
FROM: Ovation Homes / Brad Frost
DATE: March 10, 2014
RE: Cottages at Rigby Road

HISTORY

On or about October 24, 2013, Mr. Frost submitted his first schematic plan pursuant to Chapter 27 of the Farmington PUD Ordinance. The initial plan included 64 single level active adult community type homes and a 150 assisted living facility. Although the Planning Commission was not against the proposal, the community at large did oppose the plan and made it known that the community wanted larger lots. The proposal was turned down by the Planning Commission by a 0-5 vote.

Mr. Frost then met with the planning staff, met with several neighbors and held an open house. Based on the public input he had received, he redesigned the entire project to include larger lots along the ravine and included a trail.

On or about November 14, 2013, he submitted this new design, still under and consistent with Farmington's PUD ordinance. The lot sizes were increased to an average of 10,000 square feet per lot, and the subdivision included 80 lots. The proposal also created a buffer along 1800 North and open space with a trail. During the Planning Commission meeting, the residents voiced passionate opposition to the trail but fully embraced the improvements along 1800 North. The Planning Commission made it clear that they liked the larger lots along the peripheral of the property and the improvements in 1800 North, but were very much against the trail. The motion to give approval of the schematic plan was tabled.

Brad Frost again went back to the drawing board and redesigned the subdivision a third time. This time, on December 5, 2013, his submittal, again under the Farmington City PUD ordinance, included only 77 lots, and the lots were bigger. The proposal kept the trail system and improvements along 1800 North. Again, the public, not all, but most, opposed the trail for safety reasons. The Planning Commission denied approval in a 3-2 decision. It was at this time that the planning staff recommended that Mr. Frost consider development of the property under Chapter 12, the city's Conservation Subdivision Ordinance. Although Mr. Frost initially rejected that idea based on a variety of reasons, he ultimately agreed to pursue subdivision of the property through the Conservation Subdivision Ordinance.

On December 17, 2013, Mr. Frost submitted to the City Council a revised schematic plan under the Conservation Subdivision Ordinance. The number of lots was reduced down to 67 lots, he retained the improvements along 1800 North, he eliminated the trail as he was directed by the Planning Commission and in accordance with public input, and he agreed that the open

space requirement would be replaced by larger lots, as requested by both the Planning Commission and public input, and that he would improve the remaining open space. The City Council advised Mr. Frost that he should first receive approval from the Planning Commission before City Council review.

In accordance with the request of the City Council, Mr. Frost submitted this revised plan to the Planning Commission for review. Although open space under the Conservation Subdivision Ordinance does not require improvements to the open space, based on discussions that he would receive credit for such improvements, Mr. Frost agreed to improve the open space and install the improvements along 1800 North, increase the lots sizes as requested by public input, and eliminate the trail. The Planning Commission voted unanimously in favor the proposal in a 5-0 vote.

In the first City Council meeting on February 4, 2014, the City Council approved the fourth submittal but requested that a trail easement be granted along the west side of the stream. The city committed to improve the trail and the trail's committee committed to provide the labor. Based on public input, in general the public was satisfied with the size of the lots and the subdivision submittal as a whole.

ANALYSIS

The current submittal includes 64 lots which is three lots short of the 67 lots permitted under the yield plan. Since the proposed subdivision plan does not ask for bonus lots, the ordinance requires 10% open space. The open space calculation is as follows:

Acreage in subdivision	23.5
Less constained land	1.5
	===
Net acres	22.0
Open space requirement (percentage)	X.10
	====
Open space requirement (acres)	2.2

Because of the park and buffer, the subdivision receives a credit of .4 acres, leaving a total requested waiver of open space of 1.8 acres.

The value of conservation land in Farmington City is between \$80,000, on the low side, and \$110,000, on the high side. The following represents the values.

Range of Values	Value Per Acre	Value of 1.8 acres
Low	\$80,000.00	\$144,000.00
Medium	\$95,000.00	\$171,000.00
High	\$110,000.00	\$198,000.00

The credits to be applied toward the payment for waiver are calculated as follows:

Landscaping in park strip and park: 60,000 square feet X \$2.20 per foot =	\$35,200.00
Trees in park strip and park	\$ 5,000.00
Fence	\$50,000.00
Improvements along 1800 North	\$70,000.00
Conveyance of ½ acre to Farmington (see note 1 below)	\$25,000.00
Total credit for improvements	\$185,200.00

Assuming the mid point value of conservation land (i.e. \$95,000.00 per acre) for a total of \$171,000.00, less a total credit of \$185,200.00 for improvements and land, Mr. Frost will be providing benefits to the city of \$14,200.00 over and above amounts due for the waiver of open space. Notwithstanding the foregoing, and in addition to the \$14,200.00 overpayment, Mr. Frost agrees to pay an additional \$10,000.00 into Farmington City's Park Fund, for a total overage payment of \$24,200.00 to Farmington City.

The above allows the city to receive improved open space to help beautify the city, including a landscape buffer along 1800 North, together with improvements along the north side of 1800 North, at no cost to the city, and to receive and control the ½ acre of land located to the west of the Project, which will provide another access to the trail system. In addition, the waiver of open space in exchange for the list of improvements the city will receive has the added benefit of allowing the lots to be larger by not consuming some of the land as unimproved open space as required by the Conservation Subdivision Ordinance.

Thank you.

OVATION HOMES, INC.

By:

Brad Frost

Its: President

Note 1: This \$25,000 credit represents Ovation Home's actual cost to purchase the ½ acre parcel from Davis County for the detention basin. Rather than obtaining an easement for the detention pond, at a much lower cost to Ovation, Ovation Homes has agreed to purchase the ½ acre parcel and convey the same to Farmington City, subject to a detention basin easement, in order to provide better access to the trail and to give Farmington City control over the parcel. Ovation Homes also agrees to include in the CC&Rs an obligation upon the Homeowner's Association to maintain the ½ acre parcel.

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

S U B J E C T: Posting Signs on Property for Public Hearings

ACTION TO BE CONSIDERED:

Approve the enclosed Resolution requiring the posting of notice on property with a sign for public hearing where third party notice is required by Ordinance.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: April 15, 2014

SUBJECT: **POSTING OF SIGNS ON PROPERTY FOR PUBLIC HEARINGS**

RECOMMENDATION

Approve the enclosed resolution requiring the posting of notice on property with a sign for public hearings where third party notice is required by ordinance.

BACKGROUND

Staff prepared the attached resolution/standards for the posting of notice on property related to public hearings as per the request of City Council. The Planning Commission adopted similar standards on March 19, 2014. Although, some changes to ordinances may still be necessary regarding the notice for certain public hearings, this resolution will allow city staff to immediately post signs dealing with public hearing that require third party notice now.

Supplementary Information:

1. Resolution.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

RESOLUTION NO. 2014 -

A RESOLUTION OF THE FARMINGTON CITY COUNCIL OF FARMINGTON, UTAH, ADOPTING STANDARDS REGARDING THE POSTING OF NOTICE ON PROPERTY WITH A SIGN FOR PUBLIC HEARINGS.

WHEREAS, standards have been prepared for City Council consideration in conjunction with the posting of notice on property with a sign for public hearings where third party notice is required by ordinance; and

WHEREAS, the Planning Commission on March 19, 2014, adopted similar standards for the posting of notice on property with a sign for public hearings where third party notice is required for Planning Commission meetings; and

WHEREAS, Section 10-9-206 of the State Code enables the City to adopt standards for the posting of property with a sign for public hearings where third party notice is required by the municipality; and

WHEREAS, the Farmington City Council has reviewed these standards and finds that they will promote the public health, safety, and general welfare of citizens in Farmington by providing more effective notice to affected third parties; and

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

Section 1. Adoption. The City Council hereby adopts Standards for the Posting of Notice on Property with a Sign for Public Hearings attached hereto as Exhibit "A" and by this reference is made a part hereof.

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

Section 3. Effective Date. This Resolution shall take effect immediately upon the date of its passage.

PASSED AND ADOPTED this 15th day of April, 2014, at the regularly scheduled City Council meeting of the Farmington City Council.

FARMINGTON CITY

H. James Talbot
Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT "A"

STANDARDS FOR THE POSTING OF NOTICE ON PROPERTY WITH A SIGN FOR PUBLIC HEARINGS WHERE THIRD PARTY NOTICE IS REQUIRED BY ORDINANCE.

- 1. Posting Notice On-Site** - In addition to public notice of a public hearing as provided by ordinance, the City Council shall post an on-site notice of its first public hearing regarding a proposed schematic subdivision plan or re-zone application at least ten (10) calendar days before the public hearing. Such notice should include the information set forth below. Applications that involve multiple parcels need not have notice posted on each individual parcel, but shall be posted in a location or locations representative of the proposed project area.

Contents. Public notice of the public hearing should include the following information: (i) a statement summarizing the substance of the application; (ii) the date, time and place of the public hearing; and (iii) the place where the application may be inspected by the public.

- 2. Zoning Administrator Discretion** - the Zoning Administrator with the concurrence of the Mayor, in his or her sole discretion, may provide additional notice of any application, including, but not limited to, direct mailings to neighboring property owners and/or posting notice on site.

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from March 1, 2014
2. Approval of Minutes from March 4, 2014
3. Approval of Minutes from March 19, 2014
4. Tanner Annexation
5. Powder Coat Signal Poles at 200 East and State Street
6. Westwood Cove Conservation Subdivision Final Plat Approval
7. Chestnut Farms Phase 3 Improvements Agreement

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
SPECIAL MEETING
Saturday, March 1, 2014

Present: Mayor Jim Talbot, Council Members Doug Anderson, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, Community Development Director David Petersen, Parks & Recreation Director Neil Miller and City Recorder Holly Gadd. Council Member John Bilton was excused.

Welcome

Mayor Talbot welcomed everyone and said the leaders of Farmington City and City staff have a unique opportunity to help Farmington City move forward, and he stressed the importance of dedicated service.

Map Tour of West Side Projects

Dave Millheim said the council will tour the Police and Fire Departments and take a driving tour of the entire City during March. He referred to a large map of the City and pointed out various project areas and remaining acreage in west Farmington. Several parcels in west Farmington will be very difficult to develop because of various factors. There was a discussion of issues related to the West Davis Corridor including UDOT's response to documents prepared by attorney **Jeff Appel** regarding the conservation easements in west Farmington. The main points of the response and documents from the City Attorney were distributed.

Open Space/Density Discussion

David Petersen said possible solutions include:

1. Eliminating bonuses;
2. Changing conservation subdivision approvals to be legislative rather than administrative; and
3. Making changes to antiquated standards in Chapter 12.

A chart comparing conventional/conservations subdivisions included Pros such as:

- Better protection for sensitive areas;
- More (and less expensive) land for parks, trails, detention basins, and public uses; and
- More efficient use of City infrastructure.

and Cons such as:

- Unusual configurations; and
- Open space that is too small.

Financial Plan for Regional Park

Keith Johnson reviewed several changes which were made to the General Fund Budget and listed several projects that are not included in the Budget:

- UTA bus stop improvements
- Weber Basin water line connection and piping
- 650 W improvements in front of the school
- A traffic signal at 650 W State Street

He also presented information regarding the regional park and said the estimated cost is \$3,500,000. The gymnasium could be built on either City property or Davis School District property at a cost of \$170 per square foot for a block building and \$110 per square foot for a metal building. Possible funding options were discussed including a General Obligation Bond and possible adoption of a RAP tax. The Council directed staff to work on proposed budget and bond election documents and bring back to the Council for further consideration.

General Discussion

The Council discussed several other City-related issues.

ADJOURNMENT

Motion:

Jim Young made a motion to adjourn the meeting. The motion was seconded by **Doug Anderson** and unanimously approved, and the meeting was adjourned at 1:25 p.m.

Holly Gadd, City Recorder
Farmington City Corporation

FARMINGTON CITY COUNCIL MEETING

Tuesday, March 4, 2014

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, Cory Ritz and Jim Young, City Manager Dave Millheim, Fire Chief Guido Smith, Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Members John Bilton and Brigham Mellor were excused.

Miscellaneous Zone/Subdivision Text Changes

David Petersen gave a brief overview of the proposed changes.

Meadow View Subdivision—Plat Amendment, Minor Plat and Development Agreement

Dave Millheim told the City Council that the Ordinance related to this item requires that the Council approve each Transfer of Development Rights (TDR).

City Manager – Dave Millheim

- The Planning Commission and City Council meetings will be held on March 19th due to Tuesday night caucus meetings, and a tour of the Public Safety and Public Works departments and various City projects will be on March 19 at 5:00 p.m.
 - He attended a beneficial meeting at the Weber Basin Conservancy District which included a discussion of the 2014 water supply. A list of conservation measures was requested.
-

REGULAR SESSION

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

CALL TO ORDER:

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

The invocation was offered by **Cory Ritz** and the Pledge of Allegiance was led by local Boy Scout **Thomas Jardine** of Troop 1841.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Introduction of new Youth City Council members/Administration of Oath of Office

Mayor Talbot introduced **Emily Pace** as the new adult advisor for the Youth City Council and administered the Oath of Office to the following:

Mayor Haley VanOverbeck	Jill Hess
Emmaleas Paget	Bransen Nelson
Blake Riley	Mallory Hogge
Amanda Buxton	Elizabeth Barnett
Kayla Weddington	Daniel Montgomery
Riley Buxton	Whitney Carr
Michael Harris	Emilee Hess
Whitney Holman	Devin Madsen
Sydney Smith	Amber Stratford
Jessica Stevens	Anneke Allart
Judson Barnett	Sam Jardine
Spencer Lee	Ian Oldroyd
Danielle Pace	Rebecca Workman
McKinley Carr	Erik Fronberg
Amanda Steinhorst	Alexandria Woods

YCC Members **Emmaleas Paget**, **Anneke Allart**, **Whitney Holman**, and **Riley Buxton** were invited to sit on the stand.

Recognition of Bob Murri for Service to Farmington City

Mayor Talbot thanked **Bob Murri** for his service on the Planning Commission and the Farmington Trails Committee. He currently serves on the Board of Utah State Parks and Recreation.

PUBLIC HEARINGS:

Miscellaneous Zone/Subdivision Text Amendments

David Petersen reported that these nine zone text amendments were presented at the previous Council meeting and were reviewed during tonight's work session.

Public Hearing:

Mayor Talbot opened the Public Hearing at 7:25 p.m. There were no public comments and it was closed.

Motion:

Jim Young made a motion to approve the Ordinance amending certain sections of the Farmington City Zoning and Subdivision Ordinances with one correction to Section 11-18-105 regarding allowable land uses: to un-strike the second reference in the Civic Uses chart, "Government – no point of service." **Doug Anderson** seconded the motion which was unanimously approved.

Meadow View Subdivision—Plat Amendment, Minor Plat and Development Agreement

David Petersen reported that the developer met with the City Manager to determine a value for the TDRs which is included in the addendum to the development agreement.

Jared Darger, 15757 S Pack Saddle Drive, Bluffdale, said this is a good plan which will be beneficial to him and to the City. He likes the idea of creating usable open space.

Public Hearing:

Mayor Talbot opened the Public Hearing at 7:30 p.m. There were no public comments and it was closed.

Motion:

Cory Ritz made a motion to: (a) approve the Ordinance amending the Meadow View Subdivision by vacating all of Parcel C; (b) grant minor plat approval creating the “Meadow View – 1st Amendment Amending Parcel C” subdivision in the place thereof; and (c) concurrently approve the addendum to the development agreement memorializing the transfer of development rights (TDRs) for the five additional lots. The motion shall be subject to the conditions and findings recommended by the Planning Commission and all applicable Farmington City development standards and ordinances. The motion was seconded by **Doug Anderson** and unanimously approved.

SUMMARY ACTION

Summary Action List

1. Approval of Minutes from the February 18, 2014
2. Interlocal Automatic Aid Fire Agreement
3. Ratification of Park Property Purchase Agreements

Motion:

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

GOVERNING BODY REPORTS:

City Council

Jim Young:

- He serves on the Board of the Utah League of Cities and Towns and other City leaders/staff serve on the Legislative Policy Committee. It is a busy time of year with the State Legislature

in session, and the Board and the Committee continually monitor and lobby for bills. **Mayor Talbot** thanked him for his service on the Board.

Cory Ritz:

- He reported that the south end of 650 W is extremely busy with private and public soccer fields, an indoor soccer facility and a dance studio in the area. Traffic and parking has become a nightmare for residents in the area, and they would like to see increased traffic enforcement. **Dave Millheim** said he would report the issue to the Police Department.

Doug Anderson:

- The large map of Farmington which was used during the retreat was very helpful, and the City Manager said it will be displayed in the lobby for public viewing.

Mayor – Jim Talbot

- Farmington City’s Police Chief, **Wayne Hansen**, was chosen as Utah’s Police Chief of the year.
- The City’s tax funds are used wisely, and he complimented City staff for their efforts.
- The City was approached by a couple regarding their pasture land, and he and several staff members plan to meet with them.
- He met with the Historic Commission regarding **Craig Holmes’** U-haul business on Main Street and asked **David Petersen** to prepare a proposal.
- **Mayor Talbot** thanked the Council for their attendance at the annual retreat and felt that it was a productive meeting. There are some difficult issues for the City in the near future.
- **Holly Gadd** asked the Council to let her know if they need extra tickets to events during the Utah League of Cities and Towns Conference in St. George.

ADJOURNMENT

Motion:

Cory Ritz made a motion to adjourn the meeting. The motion was seconded by **Doug Anderson** and unanimously approved, and the meeting was adjourned at 7:55 p.m.

Holly Gadd, City Recorder
Farmington City Corporation

Farmington City Council Meeting
March 19, 2014

WORK SESSION

Present: Mayor Jim Talbot, Council Members John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, City Engineer Chad Boshell, Development Director David Petersen, and City Recorder Holly Gadd. Council Member Doug Anderson was excused.

URMMA

Representatives from URMMA (Utah Risk Management Mutual Association) provided training for the **Mayor** and City Council. They provide third-party liability insurance, risk management services and education services to the City of Farmington and other municipalities in the State of Utah.

REGULAR SESSION

Present: Mayor Jim Talbot, Council Members John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, City Engineer Chad Boshell, Development Director David Petersen, Parks & Recreation Director Neil Miller, and City Recorder Holly Gadd. Council Member Doug Anderson was excused.

CALL TO ORDER:

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

The invocation was offered by **Mayor Talbot** and the Pledge of Allegiance was led by local Boy Scout **Hunter Tyson** of Troop 1698.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Executive Summary for Planning Commission meeting held March 6, 2014

David Petersen reported that the Planning Commission approved the following:

- Final (PUD) Master Plan for Kestrel Bay Estates;
- Conditional use and site plan to expand the Public Works building, upgrade the parking lot and provide a storage building at 720 W 100 N;
- Conditional use and site plan for a dental office on .55 acres at 1495 N 1075 W.

Save Farmington

Lori Kault explained that “Save Farmington” is a citizen’s group dedicated to protecting the interests of the City and fighting against another freeway. She thanked City staff and officials for their efforts to ensure that the federal process is followed and to work with UDOT toward a viable solution. The City Manager encouraged residents to read the information posted on the City’s website.

Annual Progress Report of the Farmington Trails Committee (FTC)

FTC Chairman **George Chipman** (433 S 10 W) reported that 11.9 miles of new trails were completed during 2013 resulting in a total of 128.4 miles. There are 55 Trail Chiefs, and five boys earned their Eagle Scout rankings by improving various trails. The sale of trail maps and guide books remained steady, and several priority projects were completed. He was nominated as Chairman for 2014, and **Bonnie Shepherd** (720 Somerset Street), **Greg Tanner** (12 W 580 S), **Tracy McCoy** (685 S 350 E) and **Justin Smith** (226 W 900 N) were nominated to fill the remaining positions. He is against the use of City trails for private motorized vehicle access but pedestrian access is encouraged. The Mayor and City Council thanked him for his service.

Motion:

Cory Ritz made a motion to accept the nominations as presented by the Chairman. **John Bilton** seconded the motion which was unanimously approved.

PUBLIC HEARINGS:

Kestrel Bay Estates Final (PUD) Master Plan, Final Plat, and Rezone

David Petersen said the rezone from R-8 and AE to R will be effective when the plat is recorded. He showed slides of the master plan, the landscape plans and the proposed connection between 450 S and Frontage Road and said the project will be done in two phases.

Public Hearing:

The Mayor opened the public hearing at 7:15 p.m. There were no public comments and it was closed.

Motion:

John Bilton made a motion to approve:

1. The Final (PUD) Master Plan (50 lots) for the Kestrel Bay Estates PUD consisting of 50 lots on 8.68 acres located at approximately 500 S 200 W;
2. The Final Plat for the Kestrel Bay Estates PUD Phase 1 (30 of the 50 lots);
3. The enclosed ordinance rezoning the property from R-8 and AE to R (PUD);

subject to all applicable Farmington City ordinances and development standards and the conditions and findings recommended by the Planning Commission and an amendment to

condition #1 to include approvals of sidewalks and stop signs by the City Traffic Engineer. The motion was seconded by **Jim Young** and unanimously approved.

Building Height/Setback Amendments – BP Zone

David Petersen said Indulgent Foods would like to construct a 3-story office building near their existing building at 228 S 200 W. They need 45 feet in height, but a 40-foot height limit in the BP Zone was established in 1994. Prior to that time, the height limit was 60 feet in a C-2 Zone. There are no records showing why the height limit was reduced, and staff is in favor of raising the height limit to 45 feet and modifying the setback distances.

Dave Cowley, 2107 York Circle, said they initially planned a 2-story building, but an additional story is necessary to accommodate both their business and Thomas Arts.

Public Hearing:

The **Mayor** opened the public hearing at 7:25 p.m. There were no public comments and it was closed.

Motion:

Jim Young made a motion to approve the ordinance increasing the building height in the BP zone from 40 to 45 feet and not to exceed 3 stories and to modify the building setback distances as set forth therein and to accept the findings established by the Planning Commission. **John Bilton** seconded the motion which was unanimously approved.

Residential Setbacks in Conservation Subdivisions

David Petersen explained that the Planning Commission tabled action on this issue to allow time to adequately review the proposed amendments to Chapter 12.

Public Hearing:

The **Mayor** opened the public hearing at 7:35 p.m. There were no public comments and it was closed.

Motion:

John Bilton made a motion to table this item pending a recommendation from the Planning Commission and to hold a second public hearing when it is re-submitted to the Council. **Cory Ritz** seconded the motion which was unanimously approved.

Historic Landmark Designation – Walter Grover Home

David Petersen said owner **Bob Amodt** made a significant addition to this home and converted it from a residence to a business. He has requested a historic landmark designation for this home, and the Historic Commission has recommended approval.

Public Hearing:

The **Mayor** opened the public hearing at 7:50 p.m.

Alex Zeziger, 61 W Sunrise Way, asked where the building is located and was told that it is east of the Lagoon office building.

Annette Tidwell, 67 W 100 N, appreciated **Bob Amodt's** effort to request a Historic Landmark Designation, and she encouraged other residents to do the same.

Alyssa Revel, 208 W State Street, said this home was not accepted by the National Register of Historic Places because of the addition, but the City's ordinance allows a property owner to have their property designated if the Historic Commission considers it an important site. This is the only remaining Walter Grover home in Farmington, and it was built for his sixth wife, Elizabeth Walker Grover, by her oldest son.

The public hearing was closed at 8:00 p.m. **Dave Millheim** asked if information regarding this home could be included in the City's newsletter, and the Council directed him to work with the Historic Commission to prepare the article.

Motion:

John Bilton made a motion to approve the ordinance designating the Walter Grover home at 630 N Main Street as an historic resource on the Farmington Historic Landmarks Register as requested by the owner, **Bob Aamodt**, and as recommended by the Farmington City Historic Preservation Commission. **Jim Young** seconded the motion which was unanimously approved.

TOWN HALL MEETING:

Barbara Stevens, 1846 Ranch Road, sent several emails to the previous mayor regarding reduced-fare UTA passes and asked if it would be possible for the City to work with UTA to make mass transit more economical. She lives in the western part of Farmington--there is no West Farmington--and access to Frontrunner or bus stops is limited. She and her husband both teach school in Salt Lake City, and their respective school districts will not provide discounted passes. **Brigham Mellor** said the City may be able to obtain discounted passes for its residents, and **David Petersen** said UTA offers a fair-pay pass which is 20% off through December 31st and ride-clear passes on Facebook periodically.

Matthew Gore, 2068 Silver Spur Way, thanked the City Manager and the **Mayor** for attending the Farmington Ranches HOA meeting. The FR HOA has numerous residents and there are varied opinions among the group. Several people commented that the City maps need to be updated.

Alex Zesiger, 61 W Sunrise Way, asked if school buses could be upgraded to reduce pollution. The **Mayor** said the Davis School District owns the buses, and when he will discuss it with them later this week. **Alex** also asked about the Fadel sign. **Dave Millheim** explained that the City is currently in a legal battle with the owner of the sign which is unsafe and is an eyesore, and a court hearing will soon be held.

Barbara Stevens did not attend the HOA meeting, but she was probably one of the offenders because she was trying to figure out what was going on. She asked if trailers, boats, and motor homes would be able to use the roundabout, and **Dave Millheim** said it will be a very large, 2-lane roundabout to accommodate large vehicles, with an island on each of the four legs.

Christene Mickelson, 17 N Buffalo Road, thanked City leaders for their efforts to lessen the impacts of the West Davis freeway. She read in the last newsletter that residents must obtain a building permit to replace a water heater. She asked why there has been construction machinery near the entrance to Farmington Ranches on Clark Lane for several months. **Dave Millheim** said there are national building codes regarding seismic bracing issues, and recent changes have made it more difficult to install the heaters properly to avoid carbon monoxide poisoning. The equipment on Clark Lane is owned by the City and will be used to install several large storm drain lines in advance of the Park Lane reconstruction project—a permit from UTA is pending.

Tom Owens, is concerned about a property owner in the Grove who has adopted the public trail near 600 N as his own private driveway. Construction equipment has blocked the trail, and a concrete driveway was recently poured from his garage to the trail. **Dave Millheim** said the homeowner is in violation of his building plan because he built a water line on top of the casement without permission and did not obtain a permit for the retaining wall. The City will not issue a Certificate of Occupancy (CO) until the issues have been resolved. Possible solutions include having the City fence the back side of the trail or requiring the property owner to install a fence. He recommended that the owner be required to bond with the City to relocate the water line and to install a fence in lieu of being required to remove his retaining wall and driveway.

Motion:

Cory Ritz made a motion to authorize the following:

1. A temporary or permanent CO will not be issued until the issues have been addressed;
2. A bond will be obtained from the property owner to cover the cost of moving the water line to a suitable location and to install a fence along the property line (similar to the existing fence) with no more than a 4-foot gate; and
3. There will be no private access for motorized vehicles on any of the City trails without permission.

The motion was seconded by **Jim Young** and unanimously approved.

Joe Judd, 108 W 600 N, thanked City staff and leaders for their efforts regarding trails and specifically this issue. He is concerned about parking near this trail access and asked that the City prohibit parking in this area.

Greg Tanner, 12 W 580 S, suggested marking the parking spaces—possibly two regular and one handicapped—and reducing the gate width to 3 feet and having it swing open toward the private property.

SUMMARY ACTION:

Summary Action List

1. Arbor Day Proclamation
2. Ratification of Park Property Purchase Agreements
3. 2014 Board of Adjustment Appointments

Motion:

Jim Young made a motion to approve the Summary Action List and noted that item 2 includes the purchase of a home on 650 W owned by **Julie Beynon** and the **Holbrook/Tingey** property. **Cory Ritz** seconded the motion which was unanimously approved.

NEW BUSINESS:

Improvements to the UTA Bus Stop Pads/Benches

Motion:

Brigham Mellor made a motion to postpone the improvements to the UTA Bus Stop pads/benches until 2015. **Cory Ritz** seconded the motion which was unanimously approved.

Election for the GO Bonding and RAP Tax for the Construction of the Regional Park and Gym in November 2014

Dave Millheim explained that the City has obtained 50 acres of property for a regional park and gym. Staff is asking for authorization to formulate plans for a general obligation (G.O.) bond and a recreation, arts and parks (RAP) tax election in November 2014 and to ask the Council to earmark future park impact fees to help pay for the Park/Gym. The City will collect 1/10th of 1% from the sales tax, and because 40-60% of the sales tax spent in Farmington is from people who do not live in the City it will be a very beneficial way to raise money. **Brigham Mellor** said a committee will be formed by Parks & Recreation Director **Neil Miller** which will include two City Council members, and he suggested using a master plan of the park to inform residents.

Motion:

John Bilton made a motion to approve the G.O. bond and RAP tax elections for November 2014. **Cory Ritz** seconded the motion which was unanimously approved.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- The February Reports for the Police and Fire Departments were in the staff report.

Mayor – Jim Talbot

- He reminded the Council of the Utah League of Cities and Towns which will be held April 9-11 in St. George.
- He asked the Council to submit suggestions for Mother of the Year at the next meeting.
- The **Mayor** suggested having the Town Hall Meeting during a City Council meeting several times each year. **Dave Millheim** said it should be carefully considered and the scheduled items must be the highest priority.

ADJOURNMENT

Motion:

Brigham Mellor made a motion to adjourn the meeting. The motion was seconded by **Cory Ritz** 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: Honorable Mayor and City Council
From: David E. Petersen, Community Development Director
Date: April 15, 2014
SUBJECT: **TANNER ANNEXATION (#A-2-13)**

RECOMMENDATION

Approve the annexation plat and adopt the enclosed ordinance annexing the 21.5 + acres described in the petition and establish the zone designation of the property as LR (Large Residential).

Findings:

The petition is within the City's future expansion area and complies with the following guidelines regarding annexations set forth in the General Plan:

1. Unincorporated property should only be annexed upon the request of the property owners, or to control the development of the property with uses consistent with Farmington's General Plan.
2. As far as is practical, property should only be annexed if costs for extending municipal services are paid for by the annexing property owners.
3. Small individual properties may be considered for annexation, as long as development of those properties is coordinated with surrounding properties.
4. As property is annexed into the City, it should be classified with the zoning designation "A", unless the owners request another zone designation. Such requests may be reviewed by the Planning Commission and City Council, at the time of annexation, and should be handled as a rezone request. [Note: the applicant requested the LR zone, and the Planning Commission reviewed and recommended the same].

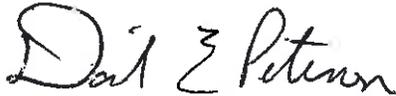
BACKGROUND

The City received a petition from the Tanner Trading Company requesting the annexation of their property into the corporate limits of Farmington City (approx. 21.5 + acres in north Farmington). By resolution the City Council accepted the petition for study on October 1, 2013 (Res 2013-24). As part of the this process the City Council held a public hearing regarding the annexation on November 19, 2013, the Planning Commission reviewed and recommended approval of a schematic plan for the property and the zone designation of LR related thereto on January 9, 2013, and the City Council approved the schematic plan on February 4, 2014, and the Planning Commission granted preliminary plat approval on March 19, 2014.

Supplementary Information:

1. Vicinity Map.
2. Annexation Ordinance and Plat.

Respectively Submitted

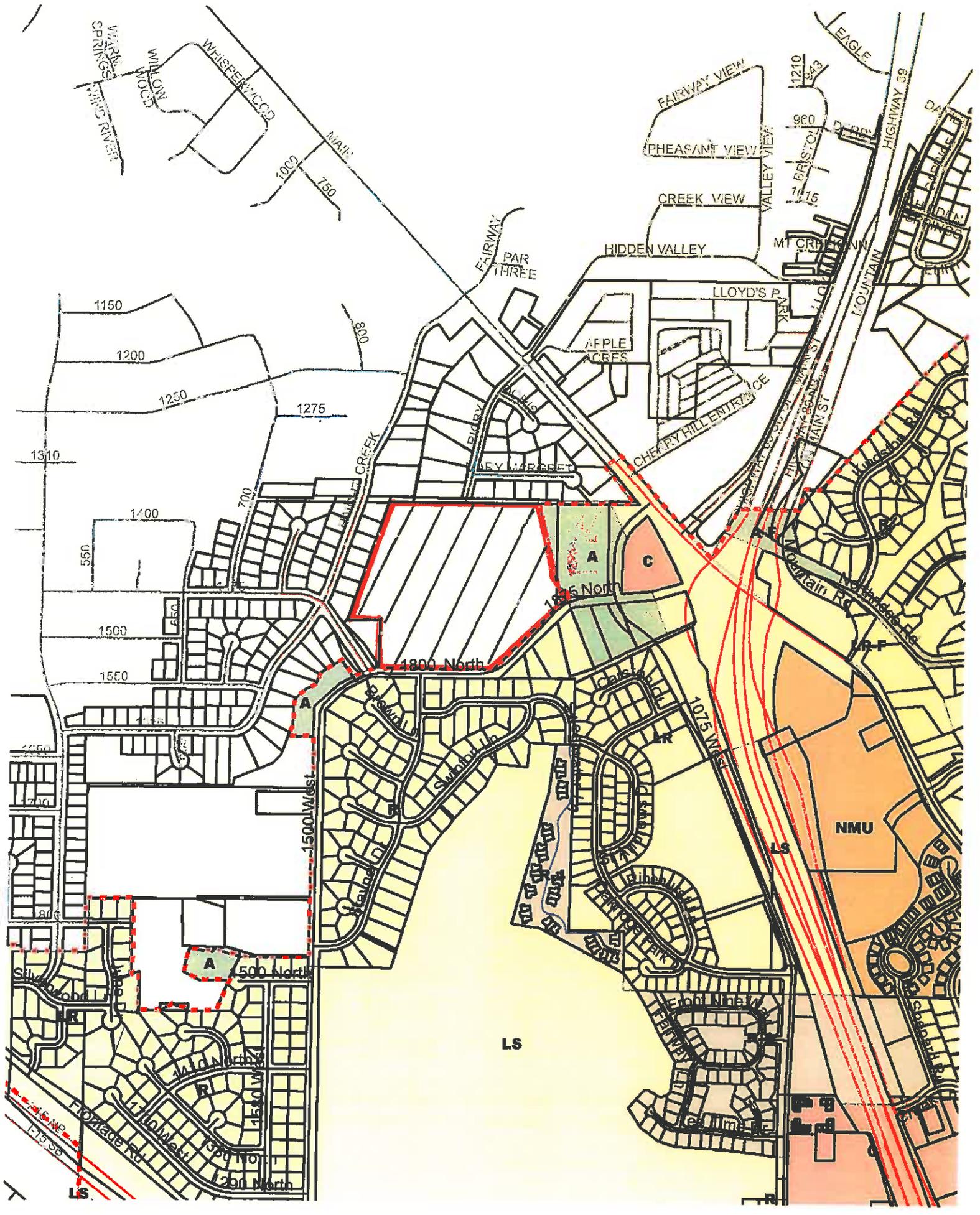


David Petersen
Community Development Director

Review and Concur

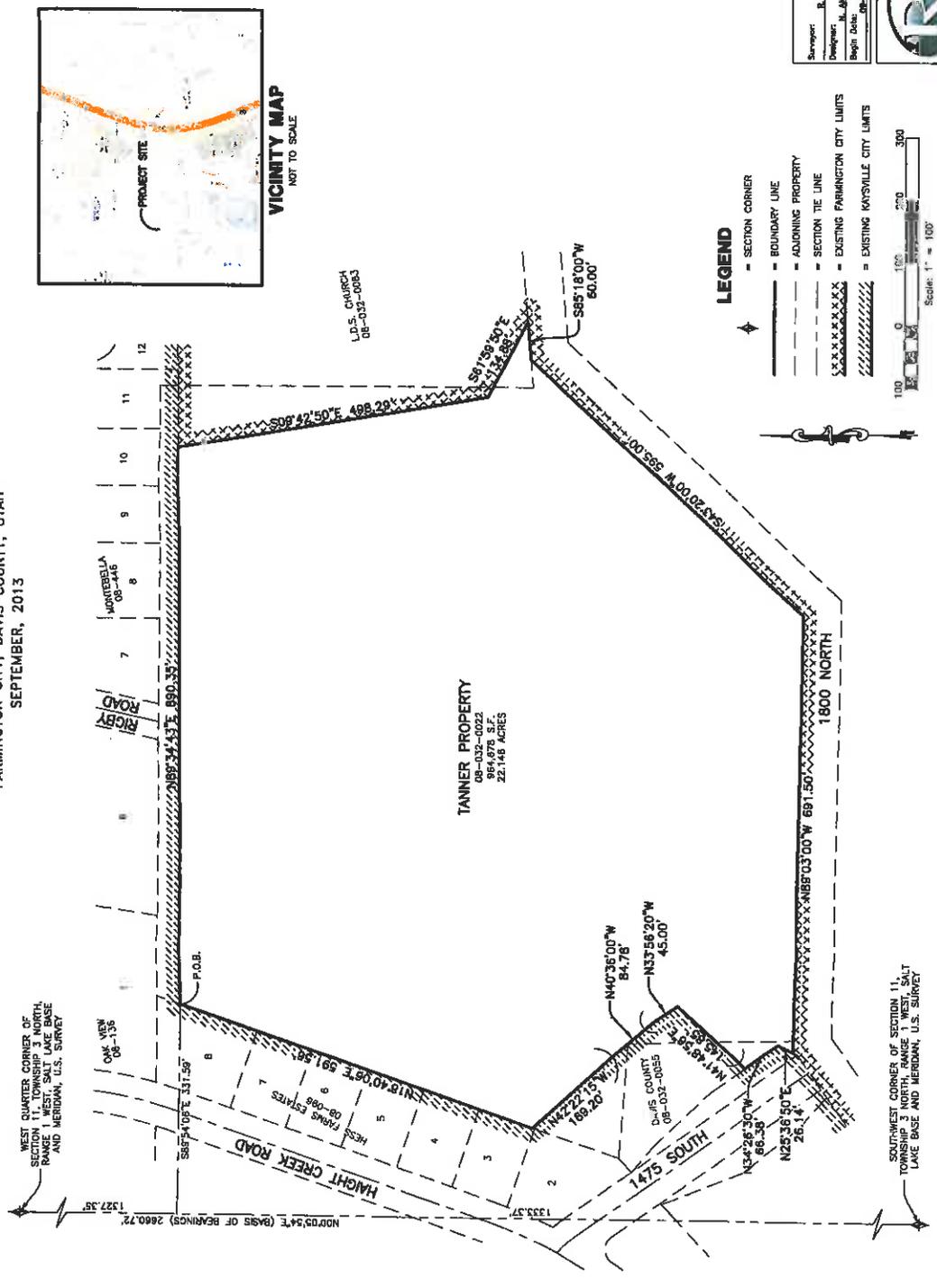


Dave Millheim
City Manager



PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF FARMINGTON CITY

PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
 FARMINGTON CITY, DAVIS COUNTY, UTAH
 SEPTEMBER, 2013



SURVEYOR'S CERTIFICATE
 I, ROBERT D. KIRZ, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 96, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED IN THIS PLAT. THE SURVEY WAS CONDUCTED AND ALL MEASUREMENTS AND CALCULATIONS WERE MADE IN ACCORDANCE WITH THE UTAH SURVEYING ACT AND I HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF ANNEXATION IN ACCORDANCE WITH THE UTAH SURVEYING ACT HAS BEEN DRAWN CORRECTLY TO THE CENTER OF GRAVITY OF THE EARTH. THE PLAT OF ANNEXATION IS BASED UPON THE DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE PLAT OF ANNEXATION IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH SURVEYING ACT AND THE UTAH SURVEYING BOARD. THE UTAH SURVEYING BOARD HAS REVIEWED THE PLAT OF ANNEXATION AND THE MEASUREMENTS THEREON AND HAS ISSUED A SURVEYING BOARD CERTIFICATE OF APPROVAL REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____ 20____

ROBERT D. KIRZ
 UTAH LICENSE NUMBER 520288

FARMINGTON CITY ACCEPTANCE
 I HEREBY CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF KANSVILLE CITY WAS ACCEPTED BY THE MAYOR AND THE CITY COUNCIL OF FARMINGTON CITY, DAVIS COUNTY, UTAH, BY A RESOLUTION PASSED ON THE _____ DAY OF _____ 20____.

IN WITNESS WHEREOF I HEREBY UNTO SET MY HAND AND AFFIX THE CORPORATE SEAL OF FARMINGTON CITY.

APPROVED THIS _____ DAY OF _____ 20____

FARMINGTON CITY MAYOR
 FARMINGTON CITY ENGINEER

FARMINGTON CITY ATTORNEY
 THIS IS TO CERTIFY THAT THIS ANNEXATION PLAT WAS DULY APPROVED BY THE FARMINGTON CITY ATTORNEY.

APPROVED THIS _____ DAY OF _____ 20____

FARMINGTON CITY ATTORNEY

DAVIS COUNTY RECORDER
 ENTRY NO. _____ FEE \$40
 AND RECORDED _____
 IN BOOK _____ AT _____
 THE OFFICIAL RECORDS, PAGE _____
 RECORDED FOR: _____

PROJECT INFORMATION
 Project Name: _____
 Number: _____
 Date: _____
 Scale: 1"=100'
 Begin Date: _____
 End Date: _____

Reeve & Associates, Inc.
 1000 N. 1000 W., SUITE 100, PROVO, UT 84604
 (801) 771-1111
 www.reeveandassociates.com

ORDINANCE NO. 2014 -

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF FARMINGTON CITY TO INCLUDE THE ANNEXATION OF 22.146 ACRES OF PROPERTY LOCATED ADJACENT TO THE NORTH SIDE OF 1800 NORTH STREET APPROXIMATELY 1325 WEST.

WHEREAS, there has been filed with the City Recorder of Farmington City, a petition by Tanner Trading Co. with an annexation plat showing the territory to be annexed, and requesting that the property described in said petition be annexed within the corporate limits of Farmington City; and

WHEREAS, the petition is signed by a majority of the owners of the real property and the owners of more than one-third in value of all real property within the territory to be annexed as shown by the last assessment rolls; and

WHEREAS, the petitioner has caused an accurate plat to be made and certified by a licensed engineer, or a licensed land surveyor, to be approved by the City prior to filing; and

WHEREAS, the Farmington City Council, on the 1st day of October 2013, passed Resolution No. 2013-24 accepting said petition for consideration; and

WHEREAS, notice as required by law has been given to the public and to any affected entity regarding the proposed annexation; and

WHEREAS, the Farmington City Council, after examining said petition, having received a recommendation from the Planning Commission, having the petition reviewed by its administrative staff, having considered the circumstances thereof at a properly advertised and noticed public hearing, and after finding said proposed annexation to be consistent and in keeping with the City's Comprehensive General Plan; and

WHEREAS, no objection or protest to such annexation has been received by the Davis County Boundary Commission.

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

Section 1. Annexation. The Farmington City limits are hereby enlarged and extended so as to include the below described property in north Farmington including approximately 22.146 acres of unincorporated territory in Davis County, State of Utah. The territory hereby annexed is more particularly described as follows:

PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N00°05'54"E 1333.37 FEET AND S89°54'06"E 331.59 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE N89°34'43"E 890.35 FEET; THENCE S09°42'50"E 498.29

FEET; THENCE S61°59'50"E 134.88 FEET; THENCE S85°18'00"W 60.00 FEET;
THENCE S43°20'00"W 595.00 FEET; THENCE N89°03'00"W 691.50 FEET;
THENCE N25°36'50"E 26.14 FEET; THENCE N34°26'30"W 66.38 FEET;
THENCE N41°48'56"E 145.85 FEET; THENCE N33°56'20"W 45.00 FEET;
THENCE N40°36'00"W 84.78 FEET; THENCE N42°22'15"W 169.20 FEET;
THENCE N18°40'06"E 591.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 964,678 SQUARE FEET OR 22.146 ACRES

Section 2. Zoning. Be it further ordained and declared that all property within the territory described in Section 1 is hereby zoned "LR" Large Residential, and that the Farmington City Zoning Map is hereby correspondingly amended.

Section 3. General Jurisdiction. Be it further ordained and declared that the said territory described above in Section 1 shall thenceforth be within the Farmington City Corporate limits and shall be zoned as provided in Section 2. All ordinances, jurisdictions, rules, and obligations of, or pertaining to, Farmington City are extended over, and made applicable and pertinent to the above described tract of land and the streets, blocks, alleys, and ways, of said tracts, shall be controlled, and governed by the ordinance, rules, and regulations of Farmington City.

Section 4. Effective Date. This ordinance shall become effective upon publication or posting, or 30 days after passage, whichever occurs first.

Section 5. Filings and Notice. The Farmington City Recorder is hereby directed to file with the Davis County Recorder, after approval by the City Engineer, a copy of the annexation plat duly certified and acknowledged together with a certified copy of this ordinance. The City Recorder is further directed to provide notice to the State Tax Commission under the provisions of Section 11-12-1 of the Utah Code Annotated, 1953, as amended.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 15th day of April, 2014.

FARMINGTON CITY

ATTEST:

H. James Talbott
Mayor

Holly Gadd, City Recorder



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: April 15, 2014

SUBJECT: **CONSIDER APPROVAL TO POWDER COAT THE TRAFFIC SIGNAL POLES THAT WILL BE CONSTRUCTED AT 200 EAST AND STATE STREET**

RECOMMENDATION

Approve the betterment agreement from UDOT to powder coat the signal poles, pedestrian poles, and overhead lighting for the amount of \$7,216.80 to be paid from the City Council contingency fund.

BACKGROUND

This spring UDOT will install a traffic signal in the intersection of 200 East and State Street. Typically the signal poles, pedestrian poles, and overhead lighting are galvanized steel. Due to the historic nature of the street and this intersection being an entry point to the City the City Council requested that these poles be black powder coated. This is a betterment to the project which UDOT does not pay for. The cost to powder coat the improvements is \$7,216.80.

SUPPLEMENTAL INFORMATION

UDOT Betterment Agreement

Respectively Submitted

Chad Boshell
City Engineer

Concur

Dave Millheim
City Manager



**State of Utah
Department of Transportation**

Betterment Agreement Local Agency Modification to Federal Aid Agreement No. _____ (If applicable)	Project Description: New Signal at SR-227 & 200 West, Farmington Local Agency: Farmington City	Estimated Value of Betterment \$ 7,216.80
	PIN Number 12036 FINET/CID Number 71744 FMIS Number	Project Number S-0227(4)0 Project Name New Signal at SR-227 & 200 West	Agreement Number (Assigned By Comptrollers) Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and **FARMINGTON CITY** a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**,”

Subject to the attached provisions, **UDOT** will include the following betterment work items into the above referenced Project. In conjunction with the Project, **UDOT** will advertise these items for bid and will administer construction of the work covered herein. Upon signing this agreement, the **Local Agency** agrees that the costs shown below are estimates only and that the **Local Agency** will be responsible for paying the actual costs associated with these betterment items, based on Contract Unit Bid Prices, and actual quantities placed.

Description of Work:

The costs identified below encompass the additional work associated with the following betterments:

- Black powder coated signal poles, pedestrian poles and overhead lighting

Betterment Items

Item No.	Item Description	Unit	Quantity	Betterment Unit Cost	Betterment Cost
028920047	Powder Coat Finish Poles	Lump	1	\$7,216.80	\$7,216.80

Total Estimated Reimbursement to UDOT is \$ 7,216.80

The total estimated cost of the betterment work shall be advanced / deposited with **UDOT** prior to advertising or prior to the completion of the work, which ever is applicable. The **Local Agency** shall deposit said amount with **UDOT's** Comptroller's Office located at UDOT/COMPTRROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500

In the event the actual betterment costs are higher, the **Local Agency** shall pay the additional amount required within 30 days of receiving an invoice from **UDOT**. In the event the actual betterment costs are lower, **UDOT** will refund the balance of the amount deposited within 30 days of determining the final cost of the betterment work.

Provisions

(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

UDOT has prepared plans, specifications and estimates of costs for the construction of the project, hereinafter referred to as the "Project."

The **Local Agency** desires to include the betterment work items described herein in the Project contract work.

UDOT is agreeable to include the **Local Agency's** requested betterment work in the Project contract providing that the **Local Agency** pay the actual additional costs incurred. The **Local Agency** agrees that UDOT's Project will not be delayed as a result of adding these betterments, and that no betterments will be added to the bid package until this agreement has been signed by both parties.

The **Local Agency**, at no cost to the Project, shall provide on-call support from **Local Agency's** Design Engineer or appropriate representative to correct or clarify issues during construction and to perform the necessary inspection for the **Local Agency** work installed by the contractor. The **Local Agency** engineer and/or inspector shall work with and through UDOT's Project Manager or Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. It is agreed that UDOT's Contractor will accomplish the work covered herein on **Local Agency's** facilities in accordance with the plans and specifications provided by the **Local Agency**, including changes or additions to said plans and specifications which are approved by the parties hereto. The **Local Agency**, through their inspection of said work, will provide UDOT's Project Manager or Resident Engineer with information covering any problems or concerns the **Local Agency** may have with acceptance of said facilities upon completion of construction.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the **Local Agency** of its duty in the performance of this project or to ensure compliance with acceptable standards.

Except in cases of emergency It is understood that access for maintenance and servicing of the

Local Agency facilities located on State right of way will be by permit issued by UDOT to the **Local Agency**, and that the **Local Agency** will obtain said permit and abide by the conditions thereof for policing and other controls in the conformance with Utah Administrative Rules.

I. Indemnification:

UDOT and the **Local Agency** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this agreement, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the **Local Agency** for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the **Local Agency**.
- d. Upon satisfactory completion of the provisions of this agreement.

III. Maintenance:

The **Local Agency** agrees that, upon completion and final inspection of the Project

construction, to accept, own and maintain the betterment work covered herein at no further cost to UDOT.

IV. Payment and Reimbursement to UDOT:

The **Local Agency** shall be responsible for all actual costs associated with these betterment items.

The **Local Agency** agrees that if it modifies or cancels this betterment agreement at any time after it has been signed, the **Local Agency** agrees to pay any cancellation penalties or costs incurred by **UDOT** as a result of the betterment work scope being modified or cancelled. In the event the **Local Agency** fails to reimburse **UDOT** for the costs included in this betterment agreement, funding for other **Local Agency** projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

The **Local Agency** recognizes that if their project scope or schedule changes from the original intent of this agreement, the **UDOT**

Project Manager or Resident Engineer will be notified prior to changes being made. Any costs incurred by **UDOT** as a result of these scope or schedule changes will be the responsibility of the **Local Agency**.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this agreement, a modification to this agreement approved in writing by the parties hereto is required prior to the start of work on said changes or additions.

VI. Content Review:

Language content was reviewed and approved by the Utah AG's office on July 19, 2012.

Local Agency				Utah Department of Transportation			
By		Date		By		Date	
Title/Signature of Official				Project Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Program Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: April 15, 2014

SUBJECT: **Westwood Cove Conservation Subdivision Final Plat Approval**

RECOMMENDATION

Move that the City Council approve the Final Plat for the Westwood Cove Conservation Subdivision, subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The City Manager determines what just compensation is for the waiver of the 34,203 s.f. of open space, and the City Council approves the waiver concurrent to Final Plat approval;
2. The applicant must dedicate an expansion of the width of Glovers Lane by 7 feet, taking the total right-of-way to 80';
3. Final improvement drawings, including but not limited to a drainage and grading plan, shall be reviewed and approved by Public Works, City Engineer, Fire Department, Central Davis Sewer District, Weber Basin Water, and the Community Development Department of the City.

Findings for Approval:

1. The proposed subdivision conforms to all of the development standards as set forth in Section 11-10-040.
2. The proposed Final Plat shows a dedicated right of way expansion of Glover's Lane by 7' and has street cross sections for both Glover's Lane and 650 West that conform to the City's Development Standards.
3. The open space requirement is of no value to the City and the applicant has provided a regional detention basin which will be used by other applicants as this area is developed.

BACKGROUND

The applicant, Ivory Homes, is requesting final plat approval for a 7-lot subdivision on property located at the NW corner of Glover Lane and the 650 West. The subdivision as proposed would consist of seven lots and one parcel on 4.057 acres of property. The underlying zone for this property is an AE zone, on which Ivory Homes is proposing a conservation subdivision which allows smaller lot sizes with an open space provision.

A road stubbing to the property to the north will be built to accommodate future development. There are pipeline easements running through the property, but there is enough buildable area on each lot to accommodate houses being built. The detention basin will be a project improvement because it does not accommodate future development in the area. Future developments will need to construct their own detention that will tie into this detention basin.

The yield plan shows that 6 lots can be constructed. The AE zone requires a minimum lot size of ½ acre. One additional lot and a minimum lot size of 9,000 s.f. can be allowed in a conservation subdivision with a set-aside of 30% of the total area for open space. This open space requirement would be 1.217 acres (53,017 s.f.). The proposed subdivision will have 18,804 s.f. set aside as open space. The Developer is requesting a waiver of the additional 34,203 s.f. of open space in exchange for the construction of a portion of a regional detention basin on the property. Staff determined that the open space that should be provided would not benefit the City as undeveloped open space. There is already a trail running through this area, and there is no reason for the City to maintain undeveloped open space here. However, there is a need for a regional detention basin.

As part of this subdivision, 7 feet of right-of-way will be dedicated to expand Glover Lane, and improvements will be installed. There is some question as to the actual alignment of the row and where it matches up with Glover Lane to the west of the property, but that determination will be made with the improvement drawings.

SUPPLEMENTAL INFORMATION

1. Vicinity map.
2. Westwood Cove Conservation Subdivision Final Plat

Respectively Submitted



Eric Anderson
Associate City Planner

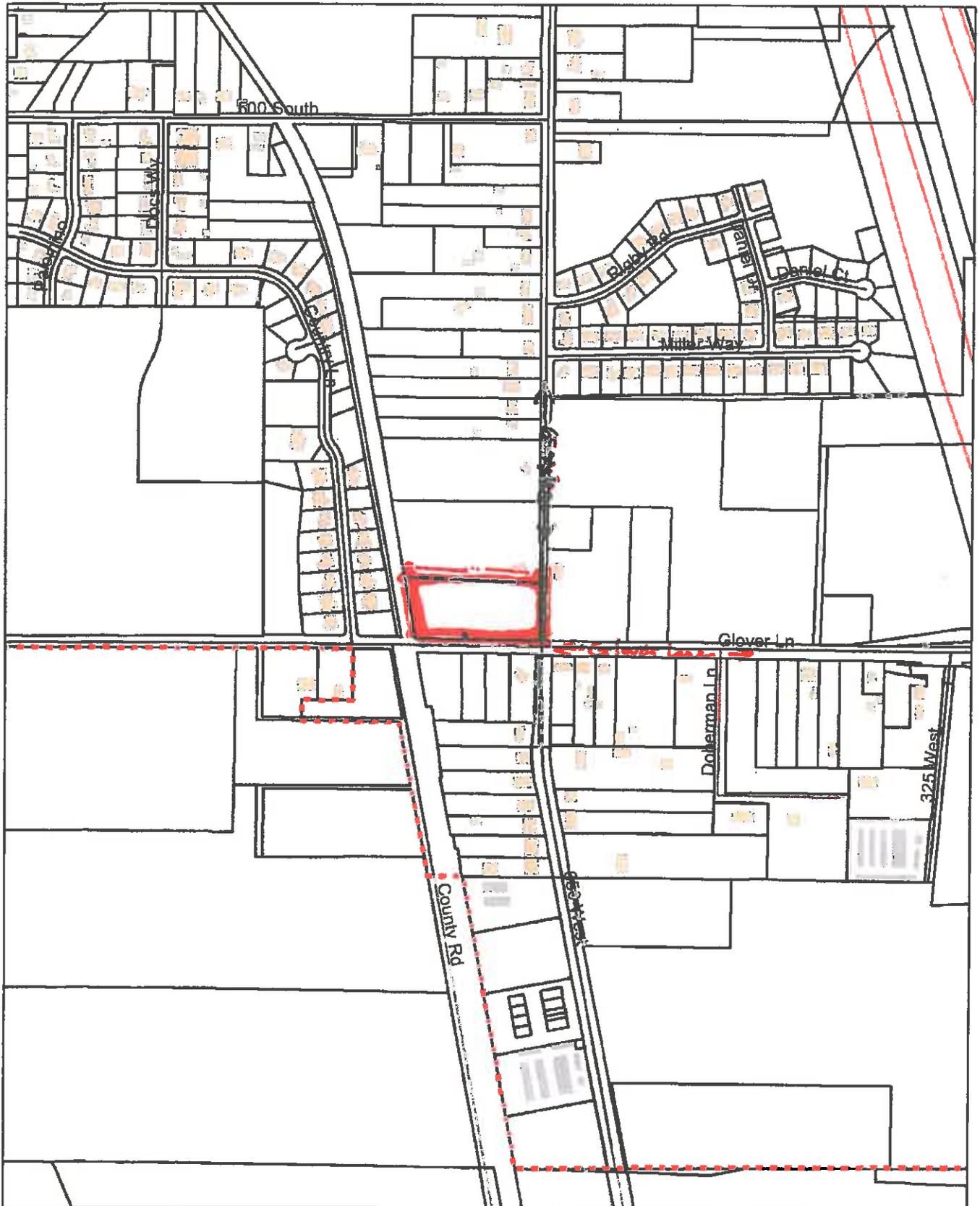
Concur



Dave Millheim
City Manager



Farmington City





FARMINGTON CITY

SCOTT C. HARRERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: March 28, 2014

SUBJECT: CHESTNUT FARMS PHASE 3 IMPROVEMENTS AGREEMENT

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Deposit Form) between Chestnut Farms 2012, LLC and Farmington City.

BACKGROUND

The bond estimate for the Chestnut Farms Phase 3 subdivision is \$323,209.20 which includes a 10% contingency and 10% warranty bond. Chestnut Farms 2012 LLC has submitted a cash bond Improvements Agreement to the City to administer a cash account for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, the 10% contingency will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Millheim
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between **Chestnut Farms 2012, LLC** (hereinafter “Developer”), whose address is **526 N 400 W, North Salt Lake, UT 84054**, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter “City”), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as **Chestnut Farms Phase 3** located at approximately **375 South 1400 West**, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of **\$323,209.20**.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer’s project which shall be an Exhibit hereto, (the “Improvements”), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier’s check in the aggregate amount of **\$323,209.20** for deposit with the City in its accounts (the “deposit”), which the Developer and the City stipulate to be a reasonable

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

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

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as herein provided, and any withdrawals from the Deposit by the city shall not constitute a waiver or estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.
9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

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

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

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

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

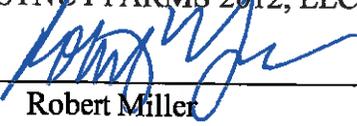
CITY:

DEVELOPER:

FARMINGTON CITY CORPORATION

CHESTNUT FARMS 2012, LLC

By: _____

By:  _____

H. Jim Talbot, Mayor

Robert Miller

Its: Manager

ATTEST: _____

Holly Gadd, City Recorder

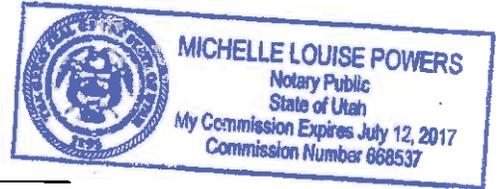
DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is a Limited Liability Company)

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

On this 28th day of March, 2014, personally appeared before me Robert Miller who being by me duly sworn did say that he or she is the Manager of Symphony Homes, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Michelle Louise Powers
NOTARY PUBLIC
Residing in Utah State County, Davis



CITY ACKNOWLEDGEMENT

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

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

NOTARY PUBLIC
Residing in _____ County, _____

Exhibit A

Chestnut Farms PUD Phase 3 - Symphony Homes

Bond Estimate

Revised

3/27/14

Storm Drain							
Item	Qty	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
15" RCP Pipe	144	LF	\$17.00	2,448.00	0.00	0.00	0%
24" RCP Pipe	968	LF	\$24.00	23,232.00	0.00	0.00	0%
Connect to Existing	1	EA	\$825	825.00	0.00	0.00	0%
5' Manhole w/Collar & Lid	4	EA	\$2,100	8,400.00	0.00	0.00	0%
Standard Catch Basin	4	EA	\$1,500	6,000.00	0.00	0.00	0%
Combo Inlet Box	3	EA	\$3,000	9,000.00	0.00	0.00	0%
Subtotal				49,905.00	0.00	0.00	0%
Bond Amount Overage	20%			9,981.00	0.00	0.00	0%
Storm Drain Subtotal				\$9,886.00	0.00	0.00	0%

Sanitary Sewer							
Item	Qty	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Sewer Laterals	14	EA	\$750	10,500.00	0.00	0.00	0%
Connect to Existing Manhole	1	EA	\$2,000	2,000.00	0.00	0.00	0%
4' Manhole	1	EA	\$2,000	2,000.00	0.00	0.00	0%
Manhole Cover & Collar	5	EA	\$340	1,700.00	0.00	0.00	0%
8" SDR-35 PVC Pipe	182	LF	\$16	2,912.00	0.00	0.00	0%
Subtotal				19,112.00	0.00	0.00	0%
Bond Amount Overage	20%			3,822.40	0.00	0.00	0%
Sanitary Sewer Subtotal				22,934.40	0.00	0.00	0%

Culinary Water							
Item	Qty	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Connect to Existing	2	EA	\$1,000	2,000.00	0.00	0.00	0%
Culinary Water Laterals	14	EA	\$750	10,500.00	0.00	0.00	0%
8" PVC DR-14 Pipe	1380	LF	\$19.00	26,220.00	0.00	0.00	0%
10" PVC DR-14 Pipe	200	LF	\$17.00	3,400.00	0.00	0.00	0%
8" Valve	5	EA	\$1,100	5,500.00	0.00	0.00	0%
8" Tee	1	EA	\$350	350.00	0.00	0.00	0%
8" Bend	5	EA	\$250	1,250.00	0.00	0.00	0%
8" x 10" Tee	1	EA	\$650	650.00	0.00	0.00	0%
8" x 10" Reducer	1	EA	\$430	430.00	0.00	0.00	0%
Valve Cover & Collar	5	EA	\$235	1,175.00	0.00	0.00	0%
Fire Hydrant	2	EA	\$3,200	6,400.00	0.00	0.00	0%
Subtotal				57,875.00	0.00	0.00	0%
Bond Amount Overage	20%			11,575.00	0.00	0.00	0%
Culinary Water Subtotal				69,450.00	0.00	0.00	0%

Road Improvements							
Item	Qty	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Mass Grading & Detention	1	LS	\$25,400	25,400.00	0.00	0.00	0%
Curb and Gutter	1484	LF	\$13.00	19,292.00	0.00	0.00	0%
4' Sidewalk	1502	LF	\$16.00	24,032.00	0.00	0.00	0%
Asphalt Road (4")	2633	SY	\$15.00	39,495.00	0.00	0.00	0%
Road Base (12")	2633	SY	\$10.00	26,330.00	0.00	0.00	0%
Temp Turnaround	1	LS	\$5,000	5,000.00	0.00	0.00	0%
Road Monument	6	EA	\$350	2,100.00	0.00	0.00	0%
ADA Ramp	2	EA	\$400	800.00	0.00	0.00	0%
Subtotal				142,449.00	0.00	0.00	0%
Bond Amount Overage	20%			28,489.80	0.00	0.00	0%
Road Improvement Subtotal				170,938.80	0.00	0.00	0%

TOTAL AMOUNTS				\$323,209.20	\$0.00	\$0.00	0%
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Cash Deposits							
Item	Qty	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Slurry Seal	2633	SY	\$1.80	4,739.40			
Street Signs	2	EA	\$300.00	600.00			
Total Cash Deposit				\$,339.40			

CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

SUBJECT: City Manager Report

1. Police Monthly Activity Report for March

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



Farmington City Police Department 2014 - Summary Cont.

Average Total

Cases	153.00	459
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Reports	Officer Crime Accident Supp	75.33 60.00 16.00 38.00	
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Citations	Total Traffic Speed Parking Other	93.00 57.00 93.00 5.67 31.67	279
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Activities	1924.00	5772
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Investigations	Working # Reports	40.67 32.67	98
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CITY COUNCIL AGENDA

For Council Meeting:
April 15, 2014

SUBJECT: Mayor Talbot & City Council Reports

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