

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

**FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, December 18, 2012, 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

PRESENTATION OF PETITIONS AND REQUESTS:

7:10 Review and Acceptance of Audit Report

7:20 Meadow View Reimbursement Agreement

SUMMARY ACTION:

7:30 Minute Motion Approving Summary Action List

1. Approval of Minutes from December 4, 2012
2. Agreement with LeeAnn Lawson regarding Janitorial Services for Public Works Building
3. Kimoto Boundary Adjustment Request
4. Minor Plat for the Oakwood Estates Phase 5 Subdivision
5. Release of Temporary Open Space Easement and Consideration of Permanent Open Space Easement Oakwood Estates
6. Re-Approval of Final Plat for Arendal Manor Subdivision

NEW BUSINESS

7:35 Replacement Process for Council Vacancy

9:40 Demolition Ordinance Draft Text Changes

GOVERNING BODY REPORTS:

9:50 City Manager Report

1. Upcoming Agenda Items
2. Police & Fire Monthly Activity Reports for November
3. Building Activity Report for November

9:55 Mayor Harbertson & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for potential property acquisition.

DATED this 13th day of December, 2012.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
December 18, 2012

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

It is requested that Mayor Scott Harbertson give the invocation/opening comments to the meeting and it is requested that City Manager Dave Millheim lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
December 18, 2012

S U B J E C T: Review and Acceptance of Audit Report

ACTION TO BE CONSIDERED:

Approve the enclosed audit report for FY2012.

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



SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council
From: Keith Johnson, Assistant City Manager
Date: December 12, 2012
Subject: **AUDIT REPORT.**

RECOMMENDATIONS

Hear the auditors presentation of the audit and approve the audit report for FY 2012.

BACKGROUND

Enclosed is the CAFR (comprehensive annual financial report) for FY 2012. The auditors have completed the audit of the City finances and will present their report to you in the work session and for your approval in the City Council meeting.

The audit report shows that the General Fund for the City ended with a fund balance of \$1,131,796 (pg 32), with the unassigned balance of \$959,559 and the rest either restricted or assigned. This is about \$430,000 more than what the budget showed (pg 36). Revenues came in higher than budgeted by about \$150,000 and expenditures and transfers were about \$280,000 less than budgeted. The fund balance is under the 18% limit required by the State. I presented to the Council a few weeks ago that the fund balance would be around \$1,140,000 as revenues were higher and expenses less than budgeted. The biggest change was sales tax increased by over 20% this past fiscal year.

All other funds look good including the water fund which covered operating expenses with operating revenues (pg 41 middle of page). The only ones that didn't were the ambulance and recreation fund. The recreation never covers expenses as the General Fund always transfers monies in for the overhead and personnel costs for the recreation programs. The ambulance fund had a decrease in revenues this past year which was surprising. We will look more into the reasons why that occurred and let you know what we find.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur, -

Dave Millheim,
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
December 18, 2012

S U B J E C T: Meadow View Reimbursement Agreement

ACTION TO BE CONSIDERED:

See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
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: David E. Petersen, Community Development Director

Date: December 13, 2012

SUBJECT: **MEADOW VIEW REIMBURSEMENT AGREEMENT**

RECOMMENDATION

Approve the enclosed reimbursement agreement for the Meadow View subdivision subject to the condition that land costs set forth in an exhibit thereto are changed to reflect actual costs for conservation land and those system improvements identified in the exhibit must be consistent with local and state regulations established for impact fees.

BACKGROUND

Jared Darger, the developer of the Meadow View Subdivision is preparing his public improvements bond and final plat documents. In conjunction with the recordation of the final plat, Mr. Darger must pay any fees due and owing to the City including impact fees. A certain portion of the culinary water, transportation, parks and recreation, and storm water improvements for the subdivision are system improvements, not local project costs, and may qualify for reimbursement or credits from the respective City impact fee accounts. The terms for the reimbursements/credits are set forth in the attached agreement.

The enclosed agreement also includes three different cost estimates for improvements. These estimates will be discussed at the City Council meeting. Nevertheless, they are just estimates, and any reimbursement per the agreement will be based on actual costs.

Respectively Submitted

David Petersen
Community Development Director

Concur

Dave Millheim
City Manager

**PUBLIC IMPROVEMENTS
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the ____ day of December, 2012, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **NORTHSTAR HOMES AND DEVELOPMENT, LLC**, a Utah Limited Liability Company, hereinafter referred to as the "Developer."

RECITALS:

WHEREAS, the Developer is developing a subdivision within the City at approximately 450 North 1650 West, referred to as the Meadow View Subdivision, which is more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof; and

WHEREAS, the Developer is required by City ordinance to install certain public improvements within the Subdivision; and

WHEREAS, some portions of those public improvements constitute system improvements as defined by the Utah State Impact Fee Act, *Utah Code Ann.*, § 11-36a-101, *et seq.* and qualify for reimbursement, or credits, through funds collected from impact fees; and

WHEREAS, the Developer desires to be reimbursed for the costs associated with the construction and installation of those certain public improvements which qualify as system improvements; and

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. **Developer's Obligation.** Developer hereby agrees to install those system improvement components for culinary water, transportation, parks and recreation, and storm drain improvements for the Meadow View Subdivision as described in Exhibit "B" attached hereto and by this reference made a part hereof, which improvements are also set forth in the public improvement drawings approved by the City for the Meadow View Subdivision.

2. **Culinary Water and Parks and Recreation Reimbursement.** Farmington City hereby agrees to reimburse Developer for the system improvement component of the total actual cost of the culinary water improvements, and the parks and recreation improvements (land costs only for trails), subject to the terms of this Agreement. The parties hereby agree that the system improvement portion estimate of the culinary water improvements is approximately \$9,075.00, which represents the difference in cost between a 10" culinary water system and an 8" culinary water system. The parties also hereby agree that the system improvement cost of the park and recreation improvements, the cost of land for the trails, is approximately \$400.00, or \$0.50 a square foot, The City shall

provide a credit to Developer against water system, and park and recreation, impact fees due and owing by the Developer to the City at the time of recordation of the final plat for the Meadow View Subdivision, or plat amendment related thereto.

- a. No reimbursement shall be due hereunder to Developer until:
 - i. the system improvements described herein for which reimbursement is requested or credits given have been fully completed, inspected and approved by the City; and
 - ii. until the provisions of this Agreement require such reimbursement and/or credits.

3. **Storm Water and Transportation Reimbursement.** Farmington City hereby agrees to reimburse Developer for the system improvement component of the total actual cost of the minor collector street and storm drain system subject to the terms of this Agreement. A cost estimate of the system improvement portion of the minor collector street and storm water system are set forth in Exhibit B. Regarding the storm water improvements, the City shall provide a credit to Developer against storm water impact fees due and owing by the Developer to the City at the time of recordation of the final plat for the Meadow View Subdivision, or any plat amendment thereto. Reimbursement from the City to Developer for the transportation system improvements and any remaining storm water system improvements shall be solely in accordance with the following:

- a. Pursuant to City ordinance and as permitted by law, the City shall assess and collect impact fees on all development activities within the Property and development activities on those lands located throughout the City. The amount of the impact fees shall be determined by the City in its absolute and sole discretion.
- b. Where authorized and permitted by law, the City will assess and collect a transportation impact fee and a storm water impact fee. The fees shall be determined by the City based on a capital facilities plan or an impact fee facilities plan adopted or to be adopted by the City for the applicable service area which includes the Meadow View Subdivision with an impact fee analysis as required under the Impact Fee Act of Utah. The City will collect a transportation impact fee and the storm water impact fee on lands located in the City within the applicable service areas designated by the City which are served by the system improvements installed in the Meadow View subdivision. In the event any law or court decision hereafter prohibits, limits, or eliminates impact fees, the City shall not be obligated to assess or collect any impact fees other than those authorized by the then existing law and/or any applicable court decision(s). Subject to the foregoing, the City will reimburse or credit Developer on a quarterly basis for the actual, reasonable costs without markup incurred by the Developer in designing and constructing the system improvements described in Exhibit "B," remitting to Developer one-half of the transportation impact fees and one-half of the storm water impact fees which may be collected

hereafter by the City on lands located in the City within the service areas designated herein which are served by the system improvements described in Exhibit "B" which are installed and/or constructed by Developer. In the event the City is obligated to make other expenditures for system improvements or reimbursements for impact fees collected, fifty percent (50%) of the impact fees collected, net of direct expenditures, shall be divided by the City among the outstanding system improvement agreements in proportion to the original amounts due. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any reimbursement to the Developer until the above-referenced impact fees from the Meadow View subdivision or lands located within the applicable service area are actually received by the City. The City shall not be obligated to pay interest to the Developer on amounts reimbursed from or credited against impact fees. Developer hereby agrees to accept those above-referenced impact fees actually collected by the City and/or credited to Developer as provided herein as full and final reimbursement and satisfaction of all sums due to Developer from the City and hereby agrees to hold the City and its officers, employees, agents and representatives harmless for any amounts claimed by Developer for reimbursement in the event the City is unable to collect the aforesaid impact fees. Impact fees reimbursed hereunder to Developer shall be solely for the purposes for which such fees were collected.

- c. No reimbursement or credits shall be due hereunder to Developer until:
 - i. the system improvements described herein for which reimbursement is requested or credits given have been fully completed, inspected and approved by the City; and
 - ii. until the provisions of this Agreement require such reimbursement and/or credits.

4. **Full Payment.** The Developer specifically agrees to accept the credit against impact fees as set forth herein as full and final payment under the terms of this Agreement.

5. **Ownership and Maintenance.** Ownership of the system improvements which are subject of this Agreement as well as any other public improvements located in the Meadow View subdivision shall be with the City after completion of construction of the same by the Developer and inspection and approval thereof by the City. Subject to any applicable warranty periods, the City will assume responsibility for maintenance, repair or replacement of the system and public improvements once they are completed by the Developer and accepted by the City.

6. **Collection Period.** It is further agreed that the City will collect the impact fees specified herein to the extent permitted by law for a period of ten (10) years from the date of this Agreement, or until such time as Developer's actual costs for the designated system improvements have been paid in full, whichever occurs first ("actual costs" means the costs actually and reasonably expended to construct the system improvements excluding interest). The Developer specifically

agrees to accept the impact fees specified above which are in fact collected and/or credited by the City during this period as full and final payment under this Agreement and hereby waives any rights or claims against the City for reimbursement of any kind or source other than as set forth herein provided the City is not in material breach of this Agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to reimbursement and/or credits to the Developer for lands, easements, trails, system improvements, public improvements and utilities, and supersedes all prior written or oral agreements, representations, promises, inducements or understandings between the parties with regard to any reimbursements and/or credits to Developer from the City.

8. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives agents, members, successors, and assigns.

9. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

10. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

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

“CITY”

ATTEST:

FARMINGTON CITY

City Recorder

By: _____
Mayor

ATTEST:

“DEVELOPER”

NORTHSTAR HOMES AND DEVELOPMENT LLC.
a Utah Limited Liability Company

By: _____
Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2012, personally appeared before me Scott C. Harbertson, who being by me duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2012, personally appeared before me _____ who being by me duly sworn did say that (s)he is the manager of **NORTHSTAR HOMES AND DEVELOPMENT LLC.**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Notary Public

EXHIBIT "A"

Legal Description

BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 14 and the Northwest Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey;
Beginning at a point on the Easterly right of way line of 1525 West Street said point being 15.48 feet South 89°46'23" West along the Section Line and 21.13 feet North 0°13'37" West from the Southeast corner of the Southwest Quarter of Section 14, and running thence four (4) courses along said Easterly right of way line as follows: Southerly along the arc of a 281.95 foot radius curve to the right a distance of 41.88 feet (Center bears South 68°32'41" East, delta angle equals 8°30'39", and Long Chord bears South 17°11'59" West 41.84 feet); South 21°27'19" West 82.22 feet to a point of curvature; Southerly along the arc of a 217.00 foot radius curve to the left a distance of 80.08 feet (delta angle equals 21°08'42", Long Chord bears South 10°52'58" West 79.63 feet); and South 00°18'38" West 18.75 feet to the Northerly boundary line of Farmington Ranches Phase 3, Subdivision in Farmington City, Davis County, Utah; thence two (2) courses along said Northerly Boundary as follows: South 89°46'26" West 1392.97 feet; and North 00°13'34" West 192.06 feet; to the Southerly boundary line of Lot 702 Spring Creek Estates No. 7, in Farmington City, Davis County, Utah thence four (4) courses along said Southerly Boundary line as follows: North 89°46'23" East 35.59 feet; North 32°08'24" East 23.76 feet; North 63°05'54" East 78.44 feet; and North 45°39'00" East 18.50 feet to the point of curvature on a non-tangent curve (whose center bears North 45°39'00" East) to the Southwesterly right of way line of Spring Meadow Drive; thence Southeasterly along the arc of a 333.00 foot radius curve to the left a distance of 18.66 feet (delta angle equals 3°12'37", Long Chord bears South 45°57'19" East 18.66 feet) along said Spring Meadow Drive; thence North 00°19'11" West 99.96 feet along the Easterly Boundary lines of Spring Creek Estates No. 3-C and Spring Creek Estates No. 6 in Farmington City Davis County, Utah; thence North 89°46'23" East 1326.56 feet to said Easterly right of way line of 1525 West Street; thence three (3) courses along said Easterly right of way line as follows: South 06°19'31" West 92.63 feet; South 12°15'00" West 27.22 feet; and South 12°56'40" West 15.78 feet to the point of beginning.
Contains 11.014 acres.

EXHIBIT "B"

**Culinary Water, Transportation, Parks and Recreation, and Storm Drain
System Improvement Components and Costs**

**Meadow View
Bond Estimate
Revised 11/21/2012**

Storm Drain				
Item	Quantity	Unit	Unit Cost	Amount
15" RCP Pipe	711	LF	\$17	\$12,091
14"x23" RCP Pipe	89	LF	\$43	\$3,832
24"x38" RCP Pipe	888	LF	\$65	\$57,736
30" RCP Pipe	226	LF	\$35	\$7,910
Box Culvert Headwall*	2	EA	\$3,000	\$6,000
Standard Inlet Box	10	EA	\$1,500	\$15,000
Standard Combo Box	8	EA	\$3,000	\$24,000
4'x4' Junction Box	4	EA	\$2,000	\$8,000
Detention Pond and Release Structure	1	LS	\$50,000	\$50,000
Subtotal				\$184,569
System Cost Deduction for Properties to North				\$17,071
System Cost Deduction for Detention Basin				\$45,250
System Cost Deduction for Culvert				\$13,910
Total of System Deductions to Developer				\$76,231
Subtotal after System Deductions				\$108,337.64
20% Bond Amount				\$21,668
Total				\$130,005

Sanitary Sewer				
Item	Quantity	Unit	Unit Cost	Amount
8" PVC DR-35	1157	LF	\$20	\$23,145
10" PVC DR-35	234	LF	\$30	\$7,028
48" Sewer Manhole	6	EA	\$2,200	\$13,200
60" Sewer Manhole	1	EA	\$2,500	\$2,500
Collar on Manholes	7	EA	\$250	\$1,750
Gravel Bedding	197	CY	\$15	\$2,955
Connect to Existing	1	EA	\$1,000	\$1,000
Sewer Laterals	25	EA	\$750	\$18,750
Steel Casing	21	LF	\$125	\$2,625
Subtotal				\$72,952
20% Bond Amount				\$14,590
Total				\$87,543

Culinary Water				
Item	Quantity	Unit	Unit Cost	Amount
Connect to Existing	3	EA	\$1,000	\$3,000
Culinary Water Lateral	25	EA	\$750	\$18,750
8" PVC DR-14	172	LF	\$25	\$4,300
10" PVC DR-14	1475	LF	\$30	\$44,250
8" Valve	1	EA	\$1,350	\$1,350
10" Valve	3	EA	\$1,850	\$5,550
10" 22.5 Deg Bend	3	EA	\$250	\$750
10" Tee	2	EA	\$450	\$900
10" to 8" Reducer	1	EA	\$250	\$250
Fire Hydrant	5	EA	\$3,000	\$15,000
Steel Casing	22	LF	\$125	\$2,750
Subtotal				\$96,850
System Cost Credit for Line Upsize				\$9,075
Subtotal after System Deductions				\$87,775
20% Bond Amount				\$17,555
Total				\$105,330

Road Improvements				
Item	Quantity	Unit	Unit Cost	Amount
Mass Grading	1	LS	\$50,000	\$50,000
Curb and Gutter	3966	LF	\$18	\$71,386
5' Sidewalk	3284	LF	\$18	\$57,470
ADA Ramp	6	EA	\$800	\$4,800
Asphalt Road (3")	1002	SY	\$10	\$10,020
Asphalt Road (4")	6860	SY	\$15	\$102,899
Road Base (12")	7862	SY	\$10	\$78,620
Monument	3	EA	\$350	\$1,050
Subtotal				\$376,245
System Cost Credit for Road Width Increase				\$36,425
Subtotal after System Deductions				\$339,820
20% Bond Amount				\$67,964
Total				\$407,784

Total Bond

\$730,662

Cash Deposits				
Item	Quantity	Unit	Unit Cost	Amount
Slurry Seal	70,758	SF	\$0.20	\$14,152
Street Signs	3	EA	\$250.00	\$750
TOTAL CASH DEPOSITS				\$14,902

DePatco Inc.
 2205 E. 200 N.
 St. Anthony, ID 83445

Proposal



Phone: 208-458-4000
 Fax: 208-458-4043

Date: 12/12/2012

Bid To:	Project:
North Star Homes and Development Meadow Veiv Farmington City Portion	Meadow View

Salesperson:	Phone:	Email:
Jeramie Jenkins	208.313.7625	jeramie@depatco.com

Scope of Work & Exclusions
 Exclusions: All Engineering, Staking, Testing, Fees, Permits, SWPP Requirements, by Owner. All Utilities to within 5.0' of Buildings, any items not Specifically mentioned below is not part of this bid.
 This proposal is subject to DePatco's Terms & Conditions

Estimate

Item No.	Description	Quantity	UOM	Unit Price	Extended Price
Meadowview City Portion					
1	Asphalt 4" Thick	16800	SF	\$ 1.96	\$ 32,894.40
2	Roadbase	16800	SF	\$ 1.47	\$ 24,763.20
3	3' Minus 1' Deep as Per Plan	16800	SF	\$ 1.32	\$ 22,176.00
4	3" Minus for Fill to Bring to Subgrade	3528	Ton	\$ 15.40	\$ 54,331.20
5	Holding pond GPS graded	1	LS	\$ 47,712.50	\$ 47,712.50
6	10" c900 Additional from 8" Secondary Water	1380	LF	\$ 5.74	\$ 7,920.92
7	10" Gate Valve Additional cost from 8" Secondary Water.	3	EA	\$ 502.89	\$ 1,508.66
<i>Subtotal</i>					\$ 191,306.89
Channel Crossing					
8	Pond Outlet Structure	1	EA	\$ 15,812.50	\$ 15,812.50
9	Headwall for Pond Structure	1	EA	\$ 10,829.50	\$ 10,829.50
10	Headwall East	1	EA	\$ 4,125.00	\$ 4,125.00
11	Headwall West	1	EA	\$ 12,375.00	\$ 12,375.00
12	14" Casing Water	1	LS	\$ 9,625.00	\$ 9,625.00

DePatco Inc.
 2205 E. 200 N.
 St. Anthony, ID 83445

Proposal



Phone: 208-458-4000
 Fax: 208-458-4043

Date: 12/12/2012

13	14" Casing Sewer	1	LS	\$ 6,985.00	\$ 6,985.00
14	14" Casing Secondary Water	1	LS	\$ 6,985.00	\$ 6,985.00
15	30" RCP	232	LF	\$ 74.25	\$ 17,226.00
<i>Subtotal</i>					\$ 83,963.00
17	Asphalt 4" Thick Additional Cost From 3" on Minor Collector Street	59000	SF	\$ 0.50	\$ 29,205.00
18	3" minus 1' Deep Required for Minor Collector	59000	SF	\$ 1.32	\$ 77,880.00
19	Engineered Fabric Installed	59000	SF	\$ 0.31	\$ 18,172.00
<i>Subtotal</i>					\$ 125,257.00

Proposal Total \$ 400,526.89

Acceptance
Signature: _____
Name: _____
Date: _____

OCL Mountain West LLC

15757 S Packsaddle Drive
Bluffdale, UT 84065

Estimate

Date	Estimate #
9/20/2012	2

Name / Address
Farmington City Dave Petersen

			Project
Description	Qty	Rate	Total
Square feet for Road 14535	1,435	0.00	0.00
Square Feet for Detention Pound 47666	47,666	0.00	0.00
Square Feet for Trail 771	771	0.00	0.00
1.45 Total Square feet 62972 equals to 1.45 acres.	1.45	57,296.77	83,080.32
Total			\$83,080.32

RJT Excavating Inc.

P.O. BOX 84

Willard, UT 84340

Federal ID. 52-2455272

Estimate

Date	Estimate #
9/12/2012	265

Name / Address
Northstar Homes and Development 9000S 1231W Suite 104 West Jordan Ut 84088

			Project
Description	Qty	Cost	Total
Meadow View pud (city portion)			
Asphalt 4" thick	16,800	1.75	29,400.00
Roadbase	16,800	1.05	17,640.00
3"minus 1 foot deep as per plan	16,800	1.12	18,816.00
3"minus for fill to bring street to subgrade (Quantity is rough will be billed on actual tonnage)	3,528	13.50	47,628.00
pond outlet structure		13,500.00	13,500.00
Headwall for pond structure		10,500.00	10,500.00
Holding pond GPS graded and excess dirt placed on lots		45,000.00	45,000.00
10" C-900 additional from 8"	1,370	0.95	1,301.50
10" Gate Valve additional cost from 8"	3	575.00	1,725.00
Utah sales tax		6.50%	0.00
Total			\$185,510.50

update as to pricing.

Customer Signature _____

CITY COUNCIL AGENDA

For Council Meeting:
December 18, 2012

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from December 4, 2012
2. Agreement with LeeAnn Lawson regarding Janitorial Services for Public Works Building
3. Kimoto Boundary Adjustment Request
4. Minor Plat for the Oakwood Estates Phase 5 Subdivision
5. Release of Temporary Open Space Easement and Consideration of Permanent Open Space Easement Oakwood Estates
6. Re-Approval of Final Plat for Arendal Manor Subdivision

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

FARMINGTON CITY COUNCIL MEETING

December 4, 2012

WORK SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Jim Talbot, and Jim Young, Parks & Recreation Director Neil Miller, Community Development Director David Petersen, Associate Planner Christy Alexander, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. City Manager Dave Millheim was excused.

Summary Action List

1. Approval of Minutes from November 20, 2012
2. Purchase of tabletop Scoreboards
3. Ordinance establishing dates, times, and place for regular City Council meetings
4. Fence Agreement with Tom Owens
5. Replacement of pool boiler and men's shower pedestal and future pool repairs
6. Farmington Bay Business Park Plat A Amendment

Neil Miller said the cost of the new pool boiler is \$28,000 and the men's shower pedestal is \$7,000. He presented a 5-year pool maintenance plan which includes a new roof, winter and thermal pool covers, a new women's shower pedestal, diving boards, slides, and new plaster for the bottom of the pool.

Schematic Plan Approval for Nicholls Nook PUD Subdivision

There was discussion of various issues—a public or private street, the number of units and zoning requirements, parking, and snow removal.

Gate to Farmington Canyon

- **Mayor Harbertson** said the U.S. Forest Service plans to grade the culverts and leave the gate open on the Farmington Canyon road, but they will not plow snow on a regular basis during the winter. He asked for the Council's opinion on whether or not the City should lock its gate and reported that the Public Works and Fire Departments want the gate to be closed. **John Bilton** said there is an expectation from residents that it remain open, and **Jim Talbot** suggested posting a sign and closing the gate on a trial basis. There was also a suggestion to allow parking in the area above Farmington Pond. Good solution at the end. Talk to pw about moving the gate lower and allow the use of parking lot above the pond.

Alternative Review Process for approval of a Supplementary "Additional Project Master Plan" for Park Lane Commons

There was discussion regarding the comments made by the attorneys of the developer and the City, the recommendations of City staff and the SPARC, and various aspects of the proposal submitted by The Haws Companies (THC).

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Jim Talbot, and Jim Young, Community Development Director David Petersen, Associate Planner Christy Alexander, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Several Youth City Council Members were also in attendance. City Manager Dave Millheim was excused.

CALL TO ORDER

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

Mayor Harbertson began the meeting at 7:00 and welcomed those in attendance. An invocation was offered by **Jim Talbot**, and the Pledge of Allegiance was led by Boy Scout **Andrew Hacking** of Troop 52.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

Mayor Harbertson presented **Nelson Michaelson** with a plaque and expressed appreciation for his service.

Executive Summary for Planning Commission meeting held November 15, 2012

The Summary was included in the staff report.

PUBLIC HEARINGS

Schematic Plan Approval for Nicholls Nook PUD Subdivision (Henry Walker Homes)

Christy Alexander reported that the Nicholls Nook PUD was approved in 2008, but the developer was unable to follow through with the project. The new developer is requesting an amendment to the Master Plan for nine detached single-family homes which meets the density requirement. The main issue is whether the street should be public or private. The Planning Commission recommended approval.

Phil Holland, 1127 N. Stillwater Drive, said Henry Walker Homes (HWH) currently has two projects in Farmington. They plan to use a wide variety of materials on these homes which are 24-27 feet high, the driveways are 18 feet wide, and each unit has a 2-car garage. They prefer a private road to be maintained by the HOA, and the units will be owner occupied.

The Public Hearing was opened at 7:25 p.m.

Henry Werner, 127 West State Street, asked why he is required to have a 30-foot setback when this PUD would only be required to have a 10-foot setback. He has fruit trees and a garden, and he is concerned that these homes would block the sunlight.

Sheridan Prince, 86 South 100 West, lives in 100-year-old home and is considering an extensive remodel but asked why he must have a 30-foot setback when the PUD setbacks

would only be 10 feet. He suggested that the developer build fewer units and sell them for a higher price. Parking is always an issue because of events at the park and/or the school.

Ed Gaborski, 55 South 200 West, said the previous developer made an agreement to buy a small portion of his property; however, there was nothing recorded on the Warranty Deed, and he would like additional information concerning the matter.

Max Forbush, 76 South 100 West, thanked the **Mayor** and City Council for their service. He lives near this proposed PUD and likes the idea of additional open space behind these homes. He is concerned about the turn around on the east side and does not recommend a private road because HOAs in small subdivisions struggle to provide adequate maintenance.

Rodney Griffin, 24 North 1050 West, Kaysville, began this project seven years ago and failed, but he would like the City Council to approve this subdivision.

The Public Hearing was closed at 7:50 p.m.

Phil Holland explained that the zoning on this property would allow townhomes, but they would rather build single family homes which are an upgrade and less obtrusive to the neighbors. **Christy Alexander** said a 30-foot setback is required for a conventional lot, but because this is a PUD and the developer is giving up 30% of the open space, the setbacks in the side and rear yards are only 10 feet. An apartment building in the same location would be required to meet the 30-foot rear yard setback.

Mayor Harbertson prefers public streets and said numerous HOAs and PUDs in the City have been unable to handle the long-term road maintenance, parking, and snow removal. **John Bilton** suggested flipping the homes to the other side of the property and asked the developer why he prefers a private street. **Phil Holland** said there is simply no room for a wider street. **Jim Talbot** lives in Somerset which has had major issues because of private streets, and also prefers that the street comply with City standards. **Cory Ritz** suggested that the City post “No Parking” signs on 100 West. **Max Forbush** suggested a rolled curb rather than a traditional curb and said “No Parking” signs should improve the situation.

Motion:

Cory Ritz made a motion to approve the Schematic Plan for the Nichol’s Nook Subdivision (9 lots), located at approximately 100 West and 50 South, subject to the same conditions and findings established by the Planning Commission on November 15, 2012 and the following conditions:

1. The developer will work with staff to flip the plan if it makes sense;
2. The street may be a private street but must be built to City standards (rolled curbs may be used);
3. Parking on 100 West will be designated for property owners and their guests.

The motion was seconded by **Jim Young** and approved by Council Members **Bilton**, **Ritz**, **Talbot** and **Young**.

Ordinance to amend Chapter 41 of the Zoning Ordinance (Scenic Byway Overlay) regarding electronic message signs

The Public Hearing was continued from November 20, 2012. There were no comments and it was closed.

Motion:

Jon Bilton made a motion to adopt the Ordinance to amend Chapter 41 of the Zoning Ordinance (Scenic Byway Overlay) regarding electronic messages signs with the findings recommended by the Planning Commission. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Ritz, Talbot** and **Young**.

PRESENTATION OF PETITIONS AND REQUESTS

Federal Aid Agreement for the D&RGW Rail Trail from Centerville to Farmington

Motion:

Jim Talbot made a motion to authorize the City Manager to execute the Federal Aid Agreement for the D&RGW Rail Trail section from Centerville to Farmington with the condition that the other entities will contribute their portion of the funding at the same time. The motion was seconded by **Jim Young** and approved by Council Members **Bilton, Ritz, Talbot** and **Young**.

There was a brief recess at 8:30 p.m., and the meeting continued at 8:35 p.m.

Federal Aid Agreement for Matching Funds – Park Lane at Clark Lane and 1100 West

Motion:

Cory Ritz made a motion to authorize the **Mayor** to execute the Federal Aid Agreement for S-R 225: Park Lane at Clark Lane and 1100 West. The motion was seconded by **John Bilton** and approved by Council Members **Bilton, Ritz, Talbot** and **Young**.

Alternative Review Process for approval of a Supplementary “Additional Project Master Plan” for Park Lane Commons

Mayor Harbertson reported that THC’s attorney and the City Attorney agreed that THC met the requirements of the 33-acre Project Master Plan (PMP), and he apologized to THC and Nexus for the misunderstanding. **David Petersen** referred to the staff report which included two possible motions: (1) follow the recommendation of the Planning Commission and the SPARC and not approve the request; or (2) approve the request based on criteria a, b, and c as listed in the staff report. He also listed the five criteria for review of a PMP as contained in the Zoning Ordinance.

Scott Harwood, of THC, thanked the **Mayor** for the apology and said they believe this project is realistic, feasible and sustainable for this area. He said the geometry of this property is

unique and presents significant challenges, and he listed several reasons for the request to deviate from the City's standard which will be beneficial to the City and the public:

- The Park Lane Village Apartments have a vested interest in the success of this property and to have it sit as raw land for several years would be detrimental;
- Extra features such as the public plaza, the tower, and the gateway have been added;
- This project will create momentum and interest for the west side of Park Lane which will positively impact the entire area and create some daytime traffic;
- McDonalds has made a significant effort with this project which will create a positive economic impact to Farmington City.

Gary Blau, Area Real Estate Manager, said McDonalds offers the benefit of a national corporation and a small business through the franchisee. A typical McDonalds will contribute between \$2.2 and \$2.5 million per year to a local economy. Several major benefits will be salaries, wages, and sales tax.

Douglas A. Thimm of Nexus said they studied parking and circulation and designed the best alternative for this site. They studied staff's proposal and found the following issues: a lack of connectivity, deficient parking, and customers would have to walk across the drive-thru lane to access the building. The plan submitted by Nexus will create connectivity to the north, to the trail, and to the business center, it lines up with the uses of the General Plan, and it complies with City codes/regulations and TOD standards. He said building #6 is 1200 square feet, and there are a number of uses that may be interested in a smaller space.

John Bilton said he likes some of the elements presented by Nexus, but areas of improvement include a better gateway on the corner of Grand Avenue and Station Parkway and adequate interior drive aisles with more of an urban feel. **Scott Harwood** said those suggestions are more aesthetic than practical and marketable. An urban plan with no setbacks causes major challenges and does not work in this area. **Jim Talbot** pointed out that development is tenant driven. **Jim Young** said there is not room for a large store at this location, and this plan makes good use of a problematic area. There are residents who cannot afford to eat at the restaurants in the area, and McDonalds' proposal with open space and extra amenities will bring a synergy to this mixed use area.

Christy Alexander said the initial drawings did not include street parking, but because 1100 West will be a 5-lane street and Station Parkway will have one lane in each direction with a center turn, they believe there are more creative ways of situating the buildings so they face the street and are pedestrian friendly. The General Plan calls for future projects to promote the community in a positive, progressive manner, determine short-term and long-term benefits to the community, and determine if it is "world class".

Cory Ritz asked if THC owns/controls the northwest corner and suggested using it for this development. **Scott Harwood** said they considered it but there is no infrastructure in place. **Doug Thimm** responded to staff's comments and said each of the things they want to see are embodied in this plan. The plaza and outdoor dining will bring energy to this TOD.

Motion:

Cory Ritz made a motion that there is appropriate consideration, in the form of monetary, tangible or intangible consideration of benefit to the City or the public from the proposed development and/or other appropriate reasons that justify the alteration of generally applicable standards regarding the supplementary “additional Project Master Plan (PMP)” as submitted for Park Lane Commons with the following condition and findings:

1. A development agreement addressing Section 11-18-114 of the Zoning Ordinance must be agreed upon between the developer and the City and approved by the City Council.

Findings:

1. The project will be a good start for this mixed use area.
2. McDonalds is a respected, committed tenant and will bring value to the immediate neighborhood, other areas in the City, and traffic from the freeway.
3. There is potential for this to be a high-quality gathering place.
4. There is an open field of visibility into other sections of the project.
5. Flexibility is necessary because of the geographical nature of the property and challenging zoning requirements.
6. It will provide employment opportunities for residents.
7. It will add to the City’s tax base.

The motion was seconded by **Jim Young** and approved by Council Members **Bilton, Ritz, Talbot** and **Young**.

SUMMARY ACTION

Summary Action List

1. Approval of Minutes from November 20, 2012
2. Purchase of tabletop Scoreboards
3. Ordinance establishing dates, times, and place for regular City Council meetings
4. Fence Agreement with Tom Owens
5. Replacement of pool boiler and men’s shower pedestal and future pool repairs
6. Farmington Bay Business Park Plat A Amendment

Motion:

Jim Young made a motion to approve the items on the Summary Action List. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton, Ritz, Talbot** and **Young**.

GOVERNING BODY REPORTS

City Manager – Dave Millheim

1. Upcoming Agenda Items (included in the staff report)

2. To Do Lists (included in the staff report)

Mayor – Scott Harbertson

- A new City Council member will be chosen during the meeting on December 18, 2012, and applications will be accepted until December 10th (three have been submitted).

City Council

Cory Ritz

- He commented on a letter sent to UDOT by **Kent Sulser**, Davis County, stating his support of Farmington's views on the West Davis Corridor.
- **Steve Flanders** owns the S & S railroad in west Farmington and would like to purchase four acres of open space conservation land owned by developer **Howard Kent** to increase the size of his railroad track. The current wording in the conservation ordinance would not allow that, but it is a use that would benefit the community and utilize some open space that would otherwise be a weed patch. There was a brief discussion, and **David Petersen** said he would follow through on the proposal.

ADJOURNMENT

Motion:

John Bilton made a motion to adjourn the meeting. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Ritz, Talbot** and **Young**. The meeting was adjourned at 10:25 p.m.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

SCOTT C. HARBERTSON
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: Walt Hokanson, Public Works Director
Date: December 11, 2012

**SUBJECT: CONTRACT BETWEEN THE CITY AND LEEANN LAWSON
TO CLEAN THE PUBLIC WORKS BUILDING**

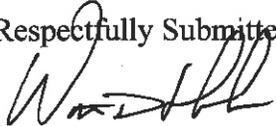
RECOMMENDATION

Request that the City Council approve the contract between the City and LeeAnn Lawson to continue to clean the Public Works building.

BACKGROUND

LeeAnn Lawson has been cleaning our building since April 2002. The amount budgeted for this service was increased a few years ago. We approached LeeAnn at that time to increase her pay but she asked us to purchase a machine so she could do a better job instead of a pay increase. In checking with Keith we realized that we didn't have a contract in place. We prepared the attached contract per the monthly amount authorized in the budget.

Respectfully Submitted,


Walt Hokanson
Public Works Director

Review and Concur,


Dave Millheim
City Manager

AGREEMENT

THIS AGREEMENT, entered into this 1st day of November 2012, by and between **FARMINGTON CITY**, a municipal corporation, hereinafter "City" and LeeAnn Lawson, 978 W. 500 S. Farmington, Utah, hereinafter "Contractor".

WITNESSETH:

WHEREAS, Contractor is desirous of providing janitorial services for the City; and

WHEREAS, City is desirous of engaging Contractor for such janitorial service.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Contractor agrees to provide janitorial services for City at the Farmington City Public Works Building, 720 W. 100 N., Farmington, Utah, in accordance with the attached hereto as Attachment "A" and by reference made a part hereof. This agreement is for an indefinite period of time. This contract will be reviewed on an annual basis by the City and the Contractor. The contract will be automatically renewed.

2. For such janitorial service, Contractor shall be paid SIX HUNDRED FIFTY DOLLARS (\$650.00) per month or the proportionate amount for a part of the month upon termination hereof.

3. For such consideration, Contractor shall furnish all necessary manpower and equipment necessary to complete the janitorial requirements for cleaning of said building except that the City will furnish a floor scrubber and vacuum for Contractor's use on the project. The City will additionally furnish: light bulbs, trash bags, soap, tissue, and paper towels. Contractor will furnish all other necessary quality cleaning and other janitorial materials and supplies necessary. Any person employed by the Contractor to assist in cleaning the building will be the responsibility of the Contractor. Said person will not be considered an employee of the City. No additional compensation will be paid to the contractor for any person hired to perform any duties described in Attachment "A". Contractor agrees to be responsible for Workers Compensation Insurance and any and all payroll tax deductions for any employee hired.

4. Either party may cancel this Agreement upon either party giving the other thirty (30) days prior written notice. Notice, if provided by the City for deficient work, shall be preceded by a 15-day notice to correct the deficiency, unless the deficiency arises from a criminal act or serious negligence. Notices shall be sent to the last known address of the party to be notified.

5. Contractor agrees to indemnify and hold harmless City, its agents, and employees from all claims, damages, demands, actions, costs, and charges, including attorney's fees, arising out of or by reason of Contractor's negligence or the operation of Contractor's business and against any loss City may suffer as a result of any negligent acts or the deliberate or willful acts on the

part of Contractor, his agents, or employees.

6. This Agreement cannot be assigned by either party without the prior written consent of the other.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

FARMINGTON CITY:

By: _____
Scott C. Harbertson
Mayor

ATTEST:

Holly Gadd
City Recorder

CONTRACTOR:

By: LeeAnn Lawson
LeeAnn Lawson
978 W. 500 S.
Farmington, Utah 84025

ATTACHMENT "A"
Farmington City Public Works Building Maintenance
Schedule of Services

1. DAILY Services Required: (5 days/week as needed)

- Empty all waste baskets, carry trash to dumpster.
- Vacuum all carpeted areas.
- Dust mop or sweep hard surface floors.
- Clean glass and doors in entryways.
- Damp wipe table tops and counter areas.
- Clean restrooms and mop floors.
- Check supplies in restrooms. (Supplies furnished by City.)
- Dust tops of desks, furniture, etc.
- Clean drinking fountains.
- Clean sinks.
- Scrub & wash resilient floors.
- Vacuum all mats.
- Sweep & mop all desk mats.
- Wet mop.

2. WEEKLY Services Required:

- Dust all ledges and window sills.

3. MONTHLY Services Required (as needed):

- Perform high area dusting (above eye level).
- Polish / clean kick plates & handrails.
- Dust or clean vents and grills.
- Edge clean carpets.

4. Services Required (as needed):

- Exterior windows.
- Interior windows.
- Dust telephones.
- Dust tops of cabinets, picture frames.
- Spot-clean doors & light switches
- Sweep walks
- Sweep entranceway
- Police grounds for trash & debris.



FARMINGTON CITY

SCOTT C. HARBERTSON
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: David E. Petersen, Community Development Director
Date: December 12, 2012
SUBJECT: **BOUNDARY LINE ADJUSTMENT**

RECOMMENDATION

Approve the proposed boundary line adjustment as requested and authorize the Mayor to sign the enclosed Notice of Approval of Boundary Adjustment form subject the City keeping the existing drainage easement encompasses the entire 0.4635 acre parcel.

BACKGROUND

Darren and Mari Kimoto are the owners of Lot 326 of the Farmington Creek Estates Phase III PUD. They desire to enlarge their lot by acquiring land from an abutting open space parcel within the PUD owned by Candland Olsen. Initially the request was for 0.50 acres. Nevertheless, this amount compromises the open space requirement for the PUD. Therefore, the petitioners modified their request to 0.4635 acres whereby the open space necessary for the PUD is still intact. Moreover, a drainage easement currently encompasses the entire 0.4635 acres—in other words, this area will still remain open space.

Respectively Submitted

David Petersen
Community Development Director

Concur

Dave Millheim
City Manager

**NOTICE OF APPROVAL OF
BOUNDARY ADJUSTMENT**

NOTICE is hereby given that the Farmington City Council has approved the following boundary adjustments pursuant to the request of the owners of record of the following described Lots and parcels:

Property being transferred to Darren S. and Mari D. Kimoto, owners of Lot 326-A, Farmington Creek Estates Phase III PUD 1st Amended by Candland L. and Alice T. Olsen owners of Parcel #3 / Open Space, Farmington Creek Estates Phase III PUD 1st Amended.:

Beginning at the Northwest Corner of Lot 326-A of Farmington Creek Estates Phase III Subdivision, First Amendment, in Farmington City, Davis County, Utah which point is also N89°48'16"E 1,329.43 ft. Along the Quarter Section Line and N0°19'00"W 724.02 ft. and N89°55'04"E 150.56 ft. from the West Quarter Corner of Section 25, T.3N., R.1W., S.L.B. & M. and running thence S89°55'04"W 150.56 ft.; thence S0°19'00"E 100.11 ft.; thence S77°11'20"E 193.02 ft. to the Southwest Corner of said Lot 326-A; thence N14°56'48"W 148.14 ft. along the West Boundary of said Lot 326-A to the point of beginning. Containing 20,188 sq.ft. (.4635 acres)

The afore said boundary adjustments shall be deemed complete upon the recording of deeds by Darren S. and Mari D. Kimoto, owners of Lot 326-A of Farmington Creek Estates Phase III PUD 1st Amended, and Candland L. and Alice T. Olsen owners of Parcel #3 / Open Space, Farmington Creek Estates Phase III PUD 1st Amended, effecting the above described boundary adjustments and exchange of property. Dated the 18th day of December, 2012.

FARMINGTON CITY

ATTEST:

Holly Gadd, City Recorder

By: _____
Mayor Scott C. Harbertson

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20__, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of Farmington City, and that the foregoing instrument was signed in behalf of the City and said Scott C. Harbertson acknowledged to me that Farmington City executed the same.

500 South

Deed Wy

Palmito

County Rd

Rigby Rd

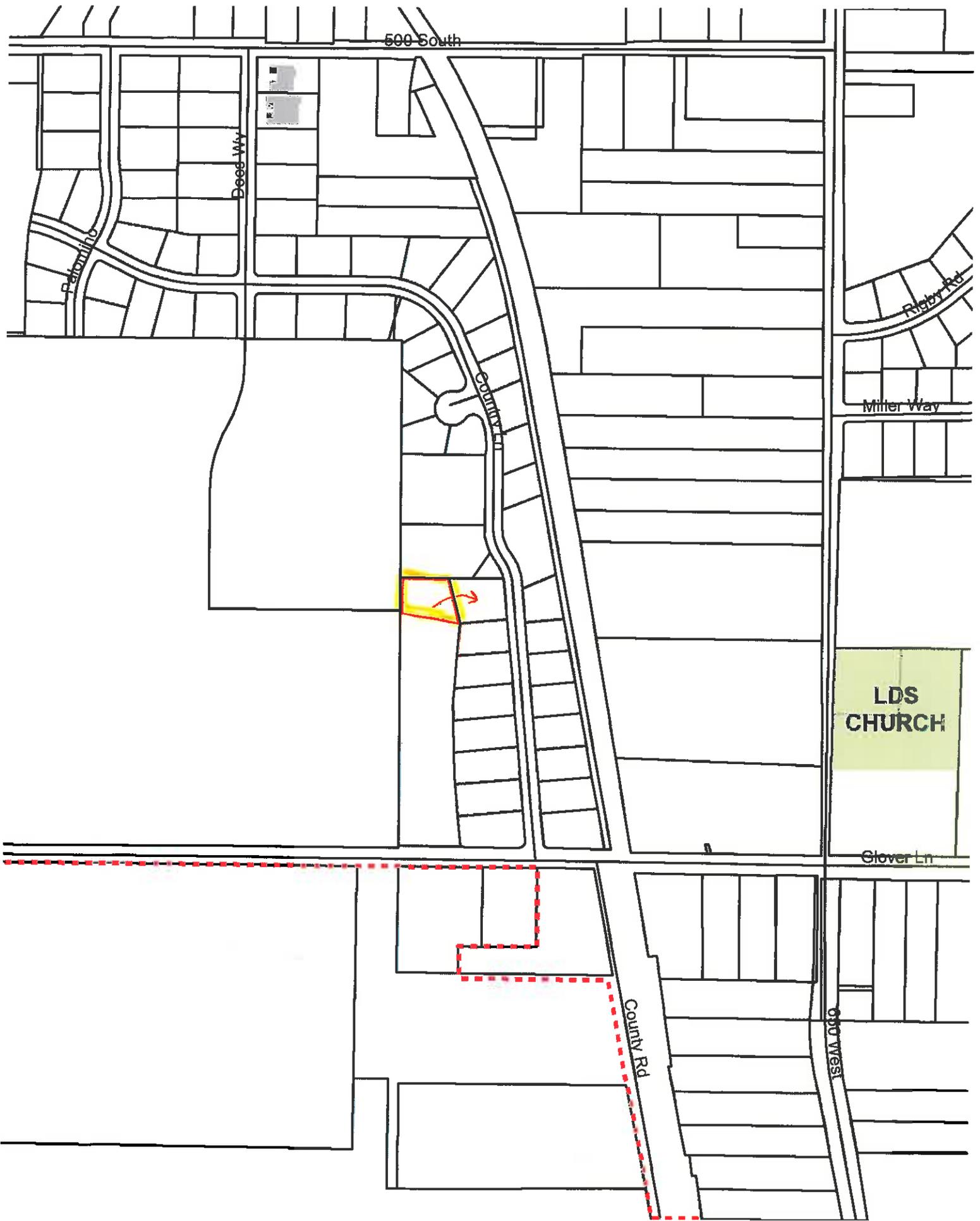
Miller Way

LDS CHURCH

Glover Ln

County Rd

630 West



Darren and Mari Kimoto

802 Country Ln• Farmington, Utah 84025• Phone: (801)824-7400
E-Mail: darren.kimoto@gmail.com



Date: December 4, 2012

Subject: Lot Line Adjustment in Farmington Creek Estates Phase III Development

Dear Mayor and City Council:

This letter is serving as a petition for a Property Line Adjustment in the Farmington Creek Estates Phase III Development. The requested proposal is to take a portion of the open space located just west of lot 326 and add it to lot 326. I have included a copy of the proposed changes with this letter. Please see attached documents.

This proposed change is required to facilitate a purchase transaction. Darren and Mari Kimoto own Lot 326. Candland and Alice Olsen own the Open Space west of lot 326. Recently an agreement has been reached wherein the Kimoto's agreed to purchase this portion of the open space from Mr. Olsen to enlarge their current lot. In order to facilitate that transaction, a lot line adjustment will be required. All parties are in agreement with the proposed changes.

I want to thank you for your time in looking into this matter and extend my appreciation for your approval of this request. If there are any questions that I could answer for anyone, please feel free to contact me at (801)-824-7400.

Sincerely,

Darren S. Kimoto and Mari D. Kimoto

Owners of Lot 326

Candland L. Olsen and Alice T. Olsen

Owner of Open Space



Balling Engineering

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

**Boundary Description of Property to be added to Lot 326-A
of Farmington Creek Estates Phase III, First Amendment
Prepared by J. Scott Balling
December 5th, 2012**

Beginning at the Northwest Corner of Lot 326-A of Farmington Creek Estates Phase III Subdivision, First Amendment, in Farmington City, Davis County, Utah which point is also N89°48'16"E 1,329.43 ft. along the Quarter Section Line and N0°19'00"W 724.02 ft. and N89°55'04"E 150.56 ft. from the West Quarter Corner of Section 25, T.3N., R.1W., S.L.B. & M. and running thence S89°55'04"W 150.56 ft.; thence S0°19'00"E 100.11 ft.; thence S77°11'20"E 193.02 ft. to the Southwest Corner of said Lot 326-A; thence N14°56'48"W 148.14 ft. along the West boundary of said Lot 326-A to the point of beginning.

Containing 20,188 sq.ft. (0.4635 Acres)

The final description of all the Kimoto Property will be as follows:

All of Lot 326-A of Farmington Creek Estates Phase III Subdivision, First Amendment plus the above described parcel.

FARMINGTON CITY



SCOTT C. HARBERTSON
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: Christy Alexander, Associate City Planner

Date: December 18, 2012

SUBJECT: APPROVAL OF A MINOR PLAT FOR THE OAKWOOD ESTATES
PHASE 5 SUBDIVISION

RECOMMENDATION

Approve the attached Minor Plat for the Oakwood Estates Phase 5 subdivision (2 lots), located at approximately North Compton Road and Oakwood Place, subject to the same conditions and findings established previously by the Planning Commission on December 13, 2012 as set forth in the attached supplemental information.

BACKGROUND

The applicant, Shepard Ridge Enterprises L.C./Lew Swain, is requesting Final Plat approval for the next phase of their conservation subdivision on property located at approximately North Compton Road and Oakwood Place. The proposed subdivision plat is Phase 5 and contains a total of 2 lots on 10.1 acres of property. The underlying zone for this property is an LR-F zone. Lew Swain brought in a revision back in June 2012 of their schematic plan adjacent to the existing Oakwood Estates Phases 1-3 Subdivision that has been built. City Council approved their Schematic Plan on June 19, 2012. The approval process consists of a Schematic Plan, Preliminary Plat and Final Plat. Staff approved the yield plan and the developer was able to get a density bonus for the open space he set aside. Because the open space would not be very usable in this subdivision, the developer requested an open space waiver from City Council at Final Plat of Phase 4 and paid the City just compensation for the open space. The Planning Commission approved the Preliminary Plat for the entire subdivision on June 14, 2012. The applicant is now requesting a approval of the Final Plat for Oakwood Estates Phase 5. The Planning Commission will vote to recommend this minor plat for approval on December 13, 2012.

Respectfully Submitted

Christy J. Alexander
Associate City Planner

Review & Concur

Dave Millheim
City Manager



Planning Commission Staff Report December 13, 2012

Item 5: Final Plat for the Oakwood Estates Phase 5 Conservation Subdivision

Public Hearing:	No
Application No.:	S-18-12
Property Address:	Approximately North Compton Road and Oakwood Place
General Plan Designation:	LDR (Low Density Residential)
Zoning Designation:	LR-F (Large Residential Foothill)
Area:	10.1 Acres
Number of Lots:	2
Property Owner:	Shepard Ridge Enterprises L.C.
Agent:	Lew Swain

Request: Applicant is requesting a recommendation for Final Plat approval for the Oakwood Estates Phase 5 Conservation Subdivision.

Background Information

The applicant, Shepard Ridge Enterprises L.C., is requesting a recommendation for Final Plat approval for a minor conservation subdivision on property located at approximately North Compton Road and Oakwood Place. The proposed subdivision plat is Phase 5 and contains a total of 2 lots on 10.1 acres of property. The underlying zone for this property is an LR-F zone. Shepard Ridge Enterprises brought in a revision back in June 2012 of their schematic plan adjacent to the existing Oakwood Estates Phases 1-3 Subdivision that has been built. City Council approved their Schematic Plan on June 19, 2012. The approval process consists of a Schematic Plan, Preliminary Plat and Final Plat. Staff approved the yield plan and the developer was able to get a density bonus for the open space he set aside. Because the open space would not be very usable in this subdivision, the developer requested an open space waiver from City Council at Final Plat of Phase 4 and paid the City just compensation for the open space. The Planning Commission approved the Preliminary Plat for the entire subdivision on June 14, 2012 and provides a recommendation to the City Council regarding each Final Plat. The applicant is now requesting a recommendation for approval of the Final Plat for Oakwood Estates Phase 5.

Suggested Motion

Move that the Planning Commission recommend that the City Council approve the Final Plat for the Oakwood Estates Phase 5 Conservation Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant continues to work with the City and other agencies to address any outstanding issues remaining with regard to the Final Plat prior to recording the Plat.

Findings for Approval:

1. The proposed subdivision is desirable in that the platting of the property in this area will provide a cleaner description and record of the properties and residences in the subject area.
2. The proposed Final Plat submittal is consistent with all necessary requirements for a Final Plat as found in Chapter 5 of the City's Subdivision Ordinance.
3. The project is consistent with the Development Agreement and the Master Plan for the area.

Supplemental Information

1. Vicinity Map
2. Oakwood Estates Phase 5 Final Plat

Applicable Ordinances

1. Title 12, Chapter 5 – Minor Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 11 – Single-Family Residential Zones
4. Title 11, Chapter 12 – Conservation Subdivisions
5. Title 11, Chapter 30 – Foothill Development Standards

VICINITY MAP. OAKWOOD ESTATES PH. 5



Farmington City



FARMINGTON CITY



City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: December 13, 2012

**SUBJECT: RELEASE OF TEMPORARY OPEN SPACE EASEMENT AND
CONSIDERATION OF PERMANENT OPEN SPACE EASEMENT
OAKWOOD ESTATES**

RECOMMENDATION

1. Approve the enclosed release of temporary open space easement for the Oakwood Estates development; and
2. Approve the enclosed Open Space Easement Agreement for a smaller area to be preserved as open space permanently subject to the terms of said Agreement.

BACKGROUND

Several years ago the City approved a preliminary plat and development agreement for the Oakwood Estates subdivision and as per this agreement accepted a temporary open space easement (see enclosed easement agreement). The City recently amended the preliminary plat and on September 4, 2012, the City granted a waiver of open space and approved an amendment to the development agreement, which waiver dramatically reduced the amount of open space required for the subdivision in exchange for compensation offered by the developer. Now the developer is ready to record lots in the area encompassed by portions of the old open space, but in order to do so the City should release the old temporary open space easement.

Not all of the open space requirement was waived by the City; and furthermore, much of this "non-waived" area has already been designated as open space. However, one small triangle shaped area of future open space must still be protected (see attached illustration). Enclosed for your consideration is an Open Space Easement Agreement to satisfy this requirement.

Respectively Submitted

David Petersen
Community Development Director

Concur

Dave Millheim
City Manager

RELEASE OF TEMPORARY OPEN SPACE EASEMENT

WHEREAS, Farmington City has previously been granted an Open Space easement by virtue of that Temporary Open Space Easement Agreement recorded as Entry No. 2603440 at Book 5296, pages 376-380 of the official records of the Davis County Recorder; and

WHEREAS, Farmington City, in consideration of the grant of a permanent easement, now desires to release the Temporary Open Space Easement as granted, above;

NOW, THEREFORE, for the foregoing purposes and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Release of Temporary Open Space Easement.

2. **Release of Easement.** That certain Open Space Easement Agreement granted on a temporary basis and recorded as Entry No. 2603440 at Book 5296, pages 376-380, in the official records of the Davis County Recorder is hereby released in favor of a Permanent Open Space Easement to be recorded contemporaneously herewith. The City hereby releases and vacates any rights, title and interest acquired by the City in the above-described Temporary Open Space Easement to the present owner or owners of the dominant estate as their respective interests may appear therein.

IN WITNESS WHEREOF, the City has caused this Release of Temporary Open Space Easement to be executed by its authorized representative, the Mayor of Farmington City, on this _____ day of December, 2012.

ATTEST:

FARMINGTON CITY,
a Utah municipal corporation

City Recorder

By: _____
Scott C. Harbertson, Mayor

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the _____ day of December, 2012, personally appeared before me **Scott C. Harbertson**, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said **Scott C. Harbertson** acknowledged to me that the City executed the same.

Notary Public

WHEN RECORDED, MAIL TO:

FARMINGTON CITY
Attn: City Manager
160 South Main
Farmington, Utah 84025

OPEN SPACE EASEMENT AGREEMENT

THIS TEMPORARY OPEN SPACE EASEMENT is made this _____ day of December, 2012, by and between **SHEPARD RIDGE ENTERPRISES, L.C.**, a Utah limited liability company, whose mailing address is 1688 Canyon Circle, Farmington, Utah 84025 (“Grantor”), and **FARMINGTON CITY**, a Utah municipal corporation, whose mailing address is 160 South Main Street, Farmington, Utah 84025 (“Grantee”).

RECITALS:

WHEREAS, Shepard Ridge Enterprises, L.C., has received land use approvals for the development of a residential subdivision in Farmington City; and

WHEREAS, pursuant to the granted land use approvals, a Temporary Open Space Easement was granted and has been released and this Perpetual Open Space Easement has been granted for the purpose of assuring that the affected property shall remain, perpetually, in an open state and condition, subject to the provisions and restrictions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows.

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, a perpetual open space easement (“Easement”) encumbering the Property with the following covenants and restrictions:

(a) Grantor will not build or permit the construction of any improvements on the Property except fences for large animals and sprinkling systems, as well as underground public utilities for the benefit of the public.

(b) Grantee will not issue any residential building permit for any improvements on the Property except public utility and public service facilities, if found to be required.

(c) The following are prohibited:

(i) Any division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any part of the Property.

- (ii) Any mining, drilling, alteration of the land surface, or exploration for and extraction of oil, gas, or minerals from the Property.
- (iii) Any dumping or storing of materials or substances on the Property.
- (iv) Any location or storage of any personal property, vehicles, or recreational equipment on the Property unless approved by the City.
- (v) Hunting or trapping for any purpose other than predatory or problem animal control on the Property.
- (vi) Advertising of any kind or nature on the Property and any billboards or signs.
- (vii) All other uses or activities not specifically listed as a permitted use or activity or any uses or activities inconsistent with or significantly detrimental to the stated objectives and purpose of the Easement.

2. Enforcement of Easement. If the Grantee determines that a violation of this Easement is occurring or threatened, the Grantee shall have all rights and remedies available by law or in equity to cure and/or prevent the violation or threatened violation, including, but not limited to, injunctive relief, specific performance, declaratory relief, restitution, reimbursement of expenses, including reasonable attorneys fees, and money damages. The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement. A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

3. Taxes. Grantor shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property.

4. Maintenance. Grantor, shall, at its sole cost and expense, perform or cause to be performed all required maintenance of the Property, as necessary to keep the Property in a reasonable and safe open space condition.

5. Hold Harmless. Grantor agrees to indemnify, hold harmless and defend the Grantee, its officers, agents, representatives and employees, from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorneys fees, however caused, arising out of or resulting from the acts or omissions of the Grantor, its officers, agents, representatives, invitees and assigns, in connection with Grantor's use and activities on the Property. The Grantee agrees to indemnify, hold harmless and defend the Grantor, its officers, agents, representatives, invitees and assigns, from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorneys fees, however caused, resulting from the operations, acts or omissions of the Grantee, its officers, agents, representatives or employees, in connection with the Grantee's performance of its obligations under this Easement.

6. Attorneys Fees. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

7. Subsequent Encumbrances. This Easement shall not restrict the right of Grantor or its successors or assigns to execute, deliver and record mortgages on the Property or to grant other rights or easements with respect to the Property, subject to the terms and conditions set forth herein. Any lien or security interest of a mortgage and any easement or other right created subsequent to the date hereof shall be subject to and subordinate to this Easement.

8. Recordation. Grantee may record this instrument in the office of the Davis County Recorder, State of Utah.

9. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, if found to be invalid, the remainder of the provisions of the Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

10. Successors. The covenants, terms, conditions, and restrictions of the Easement shall be binding upon, and inure to the benefit of, the Grantee, the Grantor, and their respective personal representatives, heirs, officers, members, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

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

GRANTOR:
SHEPARD RIDGE ENTERPRISES, L.C., a
Utah limited liability company

By: _____
_____, Manager

GRANTEE:
FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Its: Mayor

GRANTOR ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of December, 2012, personally appeared before me _____ who being by me duly sworn did say that he is a manager of **SHEPARD RIDGE ENTERPRISES, L.C.**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

My Commission Expires:

Notary Public
Residing at:

GRANTEE ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of December, 2012, personally appeared before me David M. Connors, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said David M. Connors acknowledged to me that the City executed the same.

My Commission Expires:

Notary Public
Residing at:

RETURNED
JUN 16 2011

Old but Existing
Open Space Easement

WHEN RECORDED, MAIL TO:

FARMINGTON CITY
Attn: City Manager
130 North Main
Farmington, Utah 84025

E 2603440 B 5296 P 376-380
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/16/2011 02:47 PM
FEE \$0.00 Pgs: 5
DEP RTT REC'D FOR FARMINGTON CITY
CORP

**OPEN SPACE EASEMENT AGREEMENT
(TEMPORARY)**

THIS TEMPORARY OPEN SPACE EASEMENT is made this 22nd day of January, 2003, by and between **SHEPARD RIDGE ENTERPRISES, L.C.**, a Utah limited liability company, whose mailing address is 1688 Canyon Circle, Farmington, Utah 84025 ("Grantor"), and **FARMINGTON CITY**, a Utah municipal corporation, whose mailing address is 130 North Main Street, Farmington, Utah 84025 ("Grantee").

RECITALS:

WHEREAS, the property is designated as Parcel "A" on the final plat of the Oakwood Estates Phase II Subdivision ("Property") located in Township 3, Range 1 East, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, which plat is recorded in the office of the Davis County Recorder; and

WHEREAS, the Parties agree that the Property shall be temporarily preserved as an open space area in accordance with the terms and provisions of this Easement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows.

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, a temporary open space easement ("Easement") encumbering the Property with the following covenants and restrictions:

(a) Grantor will not build or permit the construction of any improvements on the Property except fences for large animals and sprinkling systems, as well as underground public utilities for the Oakwood Estates Phase II Subdivision development .

(b) Grantee will not issue any residential building permit for any improvements on the Property except public utility and public service facilities, if found to be required.

(c) The following are prohibited:

(i) Any division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any part of the Property.

(ii) Any mining, drilling, alteration of the land surface, or exploration for and extraction of oil, gas, or minerals from the Property.

(iii) Any dumping or storing of materials or substances on the Property.

(iv) Any location or storage of any personal property, vehicles, or recreational equipment on the Property unless approved by the City. Current storage of horse truck trailers and hay is permitted.

(v) Hunting or trapping for any purpose other than predatory or problem animal control on the Property.

(vi) Advertising of any kind or nature on the Property and any billboards or signs.

(vii) All other uses or activities not specifically listed as a permitted use or activity or any uses or activities inconsistent with or significantly detrimental to the stated objectives and purpose of the Easement.

2. Duration. This Easement will terminate, and the Property may be developed and incorporated into a future residential subdivision if and when Grantor or subsequent fee title owner desires to develop the Property as building lots, if and when Grantor obtains approval from the City for the development of the Property and a portion of the Property is dedicated for open space within the future subdivision in a manner acceptable to the City.

3. Enforcement of Easement. If the Grantee determines that a violation of this Easement is occurring or threatened, the Grantee shall have all rights and remedies available by law or in equity to cure and/or prevent the violation or threatened violation, including, but not limited to, injunctive relief, specific performance, declaratory relief, restitution, reimbursement of expenses, including reasonable attorneys fees, and money damages. The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement. A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

4. Taxes. Grantor shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property.

5. Maintenance. Grantor, shall, at its sole cost and expense, perform or cause to be performed all required maintenance of the Property, as necessary to keep the Property in a reasonable and safe open space condition.

6. Hold Harmless. Grantor agrees to indemnify, hold harmless and defend the Grantee, its officers, agents, representatives and employees, from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorneys fees, however caused, arising out of or resulting from the acts or omissions of the Grantor, its officers, agents, representatives, invitees and assigns, in connection with Grantor's use and activities on the Property. The Grantee agrees to indemnify, hold harmless and defend the Grantor, its officers, agents, representatives, invitees and assigns, from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorneys fees, however caused, resulting from the operations, acts or omissions of the Grantee, its officers, agents, representatives or employees, in connection with the Grantee's performance of its obligations under this Easement.

7. Attorneys Fees. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

8. Subsequent Encumbrances. This Easement shall not restrict the right of Grantor or its successors or assigns to execute, deliver and record mortgages on the Property or to grant other rights or easements with respect to the Property, subject to the terms and conditions set forth herein. Any lien or security interest of a mortgage and any easement or other right created subsequent to the date hereof shall be subject to and subordinate to this Easement.

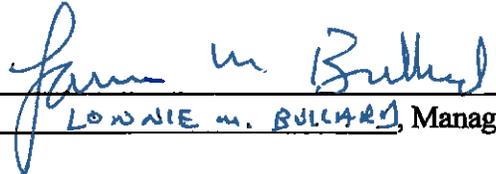
9. Recordation. Grantee may record this instrument in the office of the Davis County Recorder, State of Utah.

10. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, if found to be invalid, the remainder of the provisions of the Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

11. Successors. The covenants, terms, conditions, and restrictions of the Easement shall be binding upon, and inure to the benefit of, the Grantee, the Grantor, and their respective personal representatives, heirs, officers, members, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

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

GRANTOR:
SHEPARD RIDGE ENTERPRISES, L.C., a
Utah limited liability company

By: 
LOWNIE M. BULLARD, Manager

GRANTEE:
FARMINGTON CITY

ATTEST:


City Recorder

By: 
Its: Mayor



GRANTOR ACKNOWLEDGMENT

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

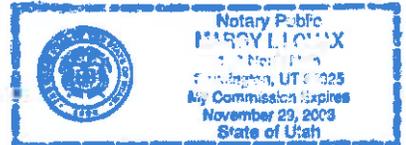
On the 14 day of January, 2003, personally appeared before me Lonnie M. Ballard who being by me duly sworn did say that he is a manager of **SHEPARD RIDGE ENTERPRISES, L.C.**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Margy L. Lomax

Notary Public
Residing at:

My Commission Expires:
11/29/03

Davis County, Utah



GRANTEE ACKNOWLEDGMENT

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

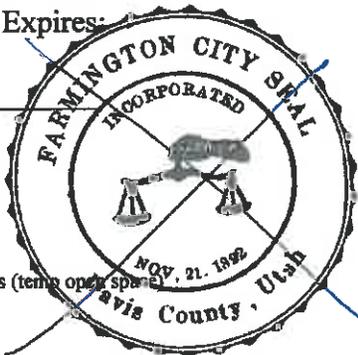
On the 22nd day of January, 2003, personally appeared before me David M. Connors, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said David M. Connors acknowledged to me that the City executed the same.

Margy L. Lomax

Notary Public
Residing at:

My Commission Expires:

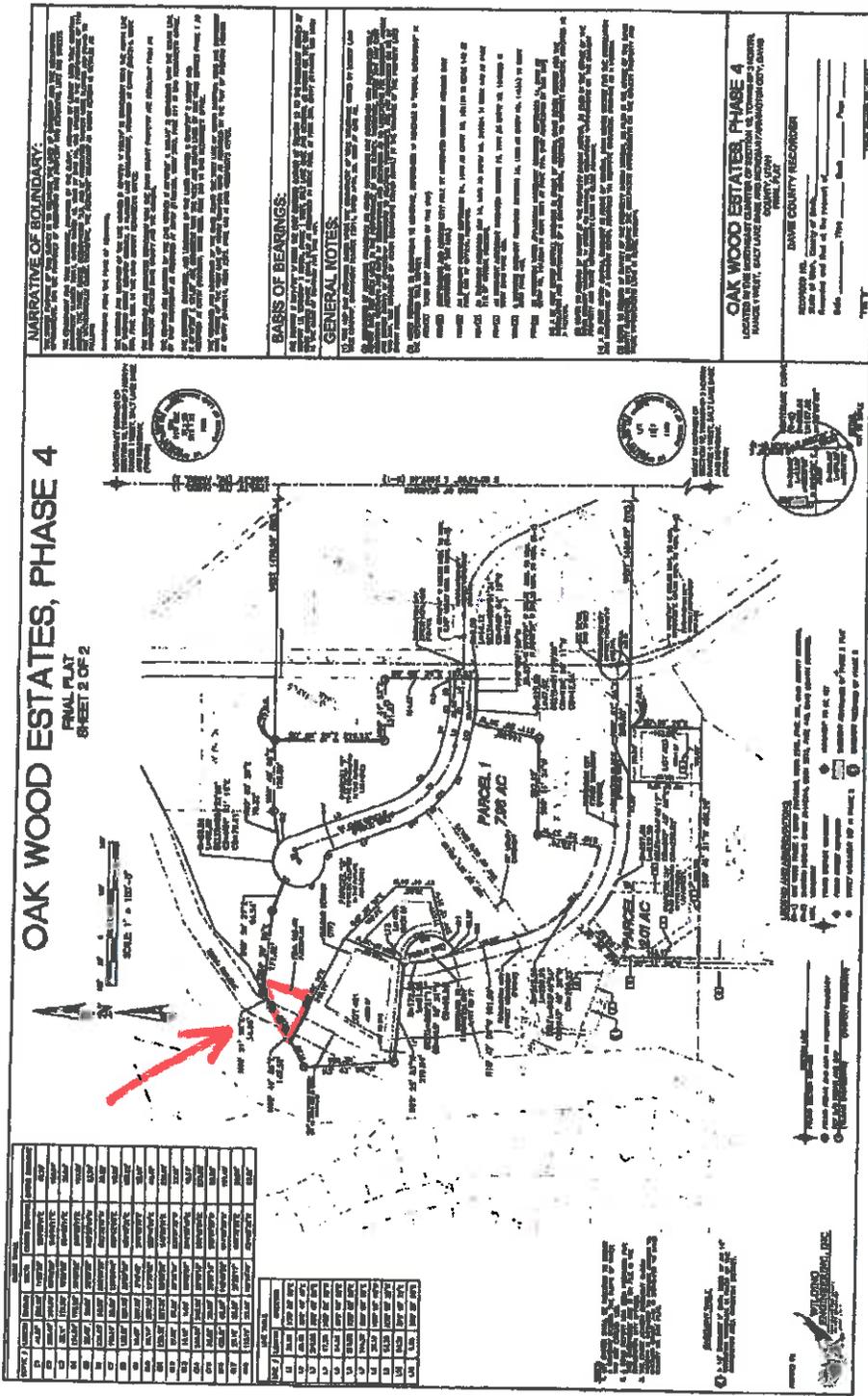
11/29/03



Davis County



Remaining Open Space
still to be protected.



NARRATIVE OF BOUNDARY:
 THIS PLAN IS A FINAL PLAN FOR THE BOUNDARY OF THE OAK WOOD ESTATES, PHASE 4, AND IS SUBJECT TO THE APPROVAL OF THE DAVID COUNTY RECORDERS OFFICE. THE BOUNDARY IS DEFINED BY THE DIMENSIONS AND BEARINGS SHOWN ON THIS PLAN. THE BOUNDARY IS SUBJECT TO THE APPROVAL OF THE DAVID COUNTY RECORDERS OFFICE. THE BOUNDARY IS SUBJECT TO THE APPROVAL OF THE DAVID COUNTY RECORDERS OFFICE.

GENERAL NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE SIDEWALK UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BIKEWAY UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE TRAIL UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE OPEN SPACE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE TREES UNLESS OTHERWISE NOTED.
 11. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LANDSCAPE UNLESS OTHERWISE NOTED.
 12. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LIGHTING UNLESS OTHERWISE NOTED.
 13. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE SIGNAGE UNLESS OTHERWISE NOTED.
 14. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE UTILITIES UNLESS OTHERWISE NOTED.
 15. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE EROSION CONTROL UNLESS OTHERWISE NOTED.
 16. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRAINAGE UNLESS OTHERWISE NOTED.
 17. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE FLOODING UNLESS OTHERWISE NOTED.
 18. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE WIND UNLESS OTHERWISE NOTED.
 19. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE AIR QUALITY UNLESS OTHERWISE NOTED.
 20. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE NOISE UNLESS OTHERWISE NOTED.
 21. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE VIBRATION UNLESS OTHERWISE NOTED.
 22. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE OTHER UNLESS OTHERWISE NOTED.

DAVID COUNTY RECORDERS OFFICE
 1000 BROADWAY, SUITE 1000
 DAVID COUNTY, MISSOURI 63401
 PHONE: (636) 336-1000
 FAX: (636) 336-1001
 WWW: WWW.DAVIDCOUNTYMO.COM

FARMINGTON CITY



SCOTT C. HARBERTSON
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: David E. Petersen, Community Development Director
Date: December 12, 2012
SUBJECT: ARENDAL MANOR SUBDIVISION

RECOMMENDATION

Re-approve the motion and findings for final plat approval previously approved by the City Council on April 17, 2012, which previous approval followed the recommendation of the Planning Commission as set forth in the enclosed letter to Rick Wyss dated April 6, 2012, and the revised Planning Commission staff report also dated April 6, 2012.

BACKGROUND

Rick Wyss originally received final plat approval for the Arendal Manor Subdivision by the City on August 4, 2009, that approval expired six months later. The Subdivision Ordinance allows the City Manager to grant six month extensions, but the applicant must petition for the extension prior to the expiration of the approval (or expiration of an extension). Mr. Wyss did not submit such a petition. Therefore, the City again considered and approved the final plat on April 17, 2012. However, this approval expired on October 17, 2012, because Mr. Wyss again failed to submit a petition for an extension prior to this date.

The applicant is now requesting approval for the third time, and plans on recording the plat in the next few weeks. Please see the enclosed revised Planning Commission staff report for more details.

Respectively Submitted

David Petersen
Community Development Director

Concur

Dave Millheim
City Manager



FARMINGTON CITY

SCOTT C. HARRERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

April 6, 2012

Rick Wyss
1442 North 1670 West
Farmington, UT 84025

RE: Oakridge Farms Subdivision Amendment and Subdivision

Mr. Wyss:

The Farmington City Planning Commission voted on March 29, 2012 to recommend to the City Council approval of a **Final Plat** for a 3-lot Arendal Manor subdivision located at approximately 1475 North June Drive.

The motion for approval was subject to all applicable Farmington City development standards and ordinances and the following conditions:

1. All required public improvements shall be installed in accordance with the provisions of Chapter 8 of Title 12 and the City's Construction Standards and Specifications.
2. The recordation of the subdivision plat must encompass and eliminate a 5 square foot parcel (Parcel A) created by the recordation of the Silverwood Subdivision Phase 2.

You are scheduled to appear before the Farmington City Council on Tuesday, April 17, 2012 for consideration of the Final Plat.

If you have any questions, please contact me at (801) 939-9211.

Regards,

David Petersen, AICP
City Planner

cc: Dave Millheim, City Manager
Mayor and City Council



Revised Planning Commission Staff Report April 6, 2012

Arendal Manor Subdivision

Public Hearing:	No
Application No.:	S-8-09
Property Address:	1442 North 1670 West
General Plan Designation:	Low Density Residential (LDR)
Zoning Designation:	R (Residential)
Area:	Appx. 1.5 acres
Number of Lots:	3
Property Owner:	Gerald Godfrey, Rick Wyss
Agent:	Rick Wyss

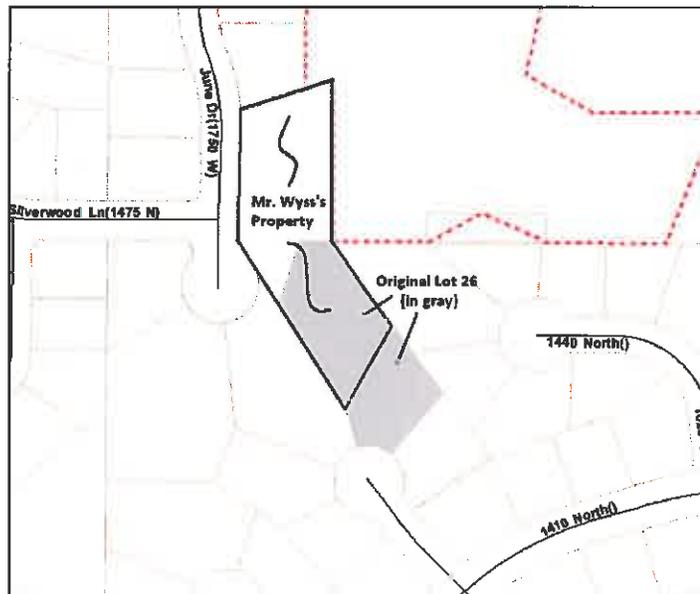
Request: Applicant is requesting a recommendation for Final Plat approval for a two lot minor subdivision consisting of a portion of Lot 26 and other unplatted property to the north.

Background Information

This application was previously recommended for approval by the Planning Commission on July 16, 2009, and approved by the City Council on August 4, 2009. These approvals have since expired. As part of this previous process, both bodies also considered and approved a plat amendment involving Lot 26 of the Oakridge Farms subdivision to accommodate approval of Arendal Manor, and although the Final Plat approval expired, the plat amendment approval did not.

The applicant did not record his plat; hence, the proposed additional lot was never created. Now the property owner is ready to move forward, but needs re-approval of the final plat.

The proposal constitutes a minor subdivision because it consists of fewer than 10 lots (only two lots), and it does not involve the dedication and/or improvement of a public right-of-way.



Both lots abut June Drive (1750 West) in the Silverwood Phase II Subdivision.

Conditions have not changed since the Planning Commission last considered this request. Therefore, it is recommended that the Commission approve the same conditions and findings established by the previous Commission.

Suggested Motion

Move that the Planning Commission recommend the City Council approve of the Final Plat of Arendal Manor subject to all required public improvements be installed in accordance with the provisions of Chapter 8 of Title 12 and the City’s Construction Standards and Specifications.



Findings for Approval:

- 1. The amendment to the Oakridge Farms Subdivision is appropriate in order to formalize previously recorded boundary adjustments and minor subdivisions on the subject properties.
- 2. The proposed subdivision is in compliance with all the standards set forth in the City’s Zoning Ordinance.

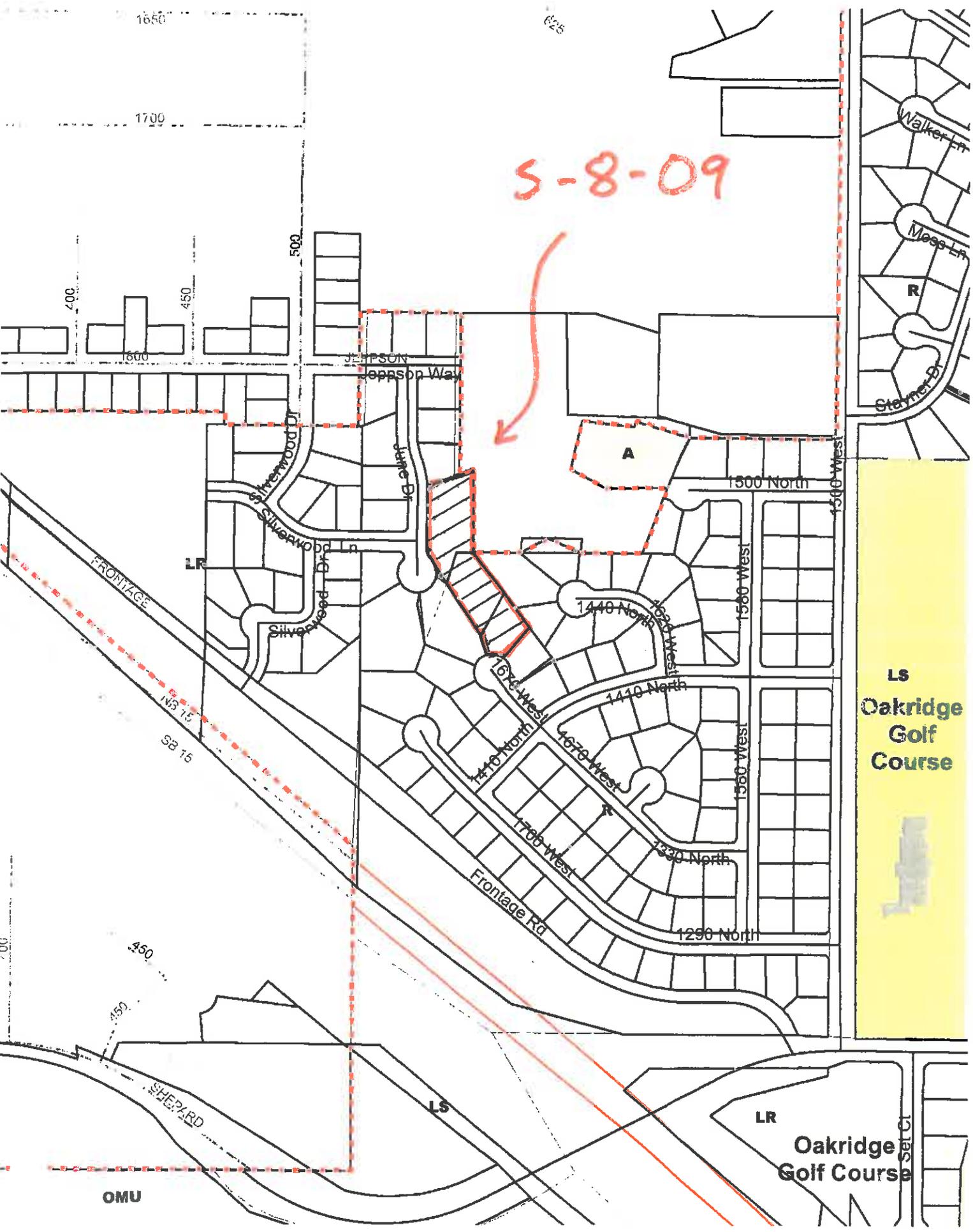
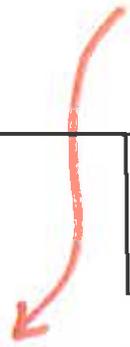
Supplemental Information

- 1. Vicinity Map.
- 2. Final Plat.
- 3. Silverwood Estates Phase 2 plat showing Parcel A.

Applicable Ordinances

- 1. Title 12, Chapter 5 – Minor Subdivisions
- 2. Title 11, Chapter 12 – Single Family Residential Zones

5-8-09



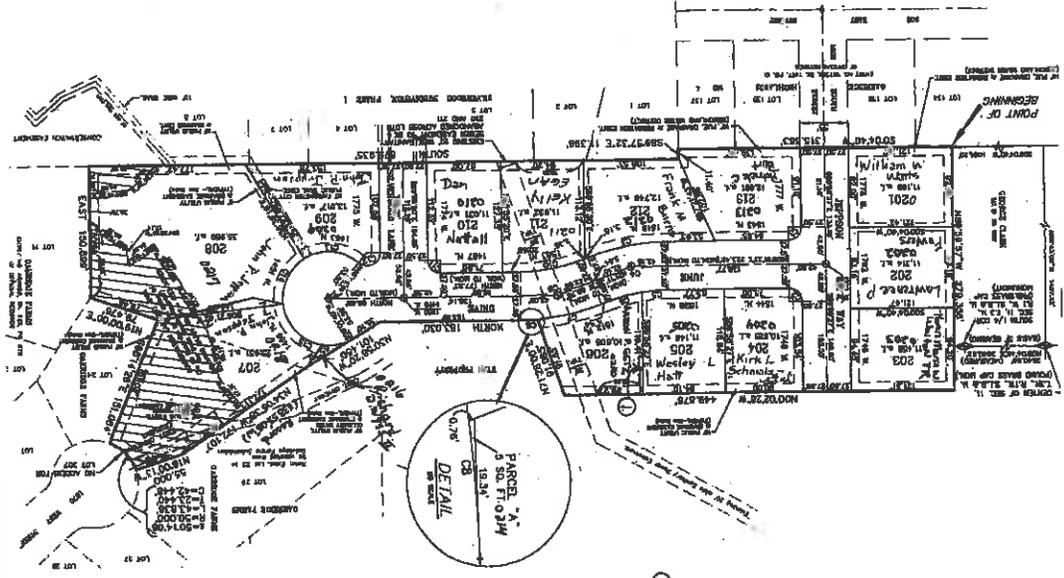
80 389

SILVERWOOD SUBDIVISION

PHASE 2

Ivory Development LLC Owns
All Lots Not Marked

A PART OF THE SOUTHWEST QUARTER
OF SECTION 11, T.3N, R.1W, S.L.B.#4M,
FARMINGTON CITY, DAVIS COUNTY, UTAH



① WESLEY L. STEPHANIE WATT - 0219

NOTES:

1. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.
2. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.
3. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.
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5. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.
6. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.
7. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.
8. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.
9. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.
10. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.

LEGEND:

- 1. Lot boundaries
- 2. Easements
- 3. Other features

RECORDING INSTRUMENT:

1. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.

2. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.

3. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.

4. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.

5. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.

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8. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.

9. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.

10. The owner of the subdividing instrument is responsible for the accuracy of the information shown on this map.

LOT	OWNER	AREA (SQ. FT.)	AREA (SQ. M.)
201	Wesley L. Stephanie Watt	1,100	0.10
202	Wesley L. Stephanie Watt	1,100	0.10
203	Wesley L. Stephanie Watt	1,100	0.10
204	Wesley L. Stephanie Watt	1,100	0.10
205	Wesley L. Stephanie Watt	1,100	0.10
206	Wesley L. Stephanie Watt	1,100	0.10
207	Wesley L. Stephanie Watt	1,100	0.10
208	Wesley L. Stephanie Watt	1,100	0.10
209	Wesley L. Stephanie Watt	1,100	0.10
210	Wesley L. Stephanie Watt	1,100	0.10
211	Wesley L. Stephanie Watt	1,100	0.10
212	Wesley L. Stephanie Watt	1,100	0.10
213	Wesley L. Stephanie Watt	1,100	0.10
Parcel 'A'	Wesley L. Stephanie Watt	380	0.035

SW 1/4 11, T.3N, R.1W
S.L.M. DAVIS COUNTY, UTAH

DEVELOPMENT: SILVERWOOD SUBD. PH. 2
CITY: FARMINGTON LOTS: 201 THRU 213 & PARCEL "A"

SCALE: 1" = 100'

N

PREFIX // 08-389
LAST # 0250

FILE # 440:
R 03-03-06

CITY COUNCIL AGENDA

For Council Meeting:
December 18, 2012

S U B J E C T: Replacement Process for Council Vacancy

ACTION TO BE CONSIDERED:

Hear three minute presentation from applicants and no more than two minutes for follow up questions from the Mayor and Council, if needed.

By motion, select a Council member after interviews are completed and seat the new member.

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
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: Dave Millheim, City Manager

Date: December 12, 2012

SUBJECT: **REPLACEMENT PROCESS FOR COUNCIL VACANCY**

RECOMMENDATIONS

Hear three minute presentations from applicants and no more than two minutes for follow up questions from the Mayor and Council, if needed.

By motion, select a Council member after interviews are completed and seat the new member. *Please note that a formal swearing in will take place at the January 15th Council meeting to allow the successful applicant time to invite family and friends.*

BACKGROUND

The City received 22 applications by the filing deadline to fill the Council vacancy created by Nelsen Michaelson's resignation. The deadline for applications was December 10th and on the 11th the Council was provided via email copies of any letters of intent and resumes received. That email totaled 87 pages and we are not recopying the large file for the Council packet so please bring your notes to the Council meeting.

In advance of this meeting, staff drew the applicant names out of a hat to determine the order of the presentations. That list is attached to this staff report and both this report and the interview order list have been mailed to the applicants. We also included a general thank you letter for their willingness to serve.

We will have a timer set up which the applicants can see as they make their presentations. With 30 seconds left on their allotted time, they will receive a warning to wind things down and a final "please stop" command at three minutes. Not every applicant may be present and we certainly do not need to ask questions of all applicants. Staff's advice is based on the resumes and what you know of the applicants, please come prepared with your top few possible selections and use the interview process to ask any needed questions to confirm or modify that ranking.

As a reminder, a few years ago, the legislature specifically passed a prohibition against any discussion, selection or evaluation of potential council member replacements in a closed meeting. Therefore, once the interviews (presentations) are completed, the law requires an open session discussion of whom the Council may want to appoint. After whatever open discussion has taken place, someone would make a motion to appoint and after a second of the motion, a vote would be taken. The process would repeat itself until a vote could be taken. The Mayor only votes if we have a tie. The appointed person would be invited to participate in the meeting after that point. They would be officially acting as a Councilmember immediately upon being appointed.

Respectfully Submitted

A handwritten signature in blue ink that reads "Dave Millheim". The signature is fluid and cursive, with a small flourish at the end.

Dave Millheim
City Manager

City Council Interviews

1. Bryce Davidson
40 North 325 East
2. Charles Gerace
1348 Paddock Drive
3. G. Bret Gallagher
1737 Sweetwater
4. Cindy Roybal
1267 West 1875 North
5. Scott Isaacson
441 South 1100 West
6. Randal Hillier
122 South 300 East
7. Noel Erasmus
506 Greystone Drive
8. Christopher Hansen
1743 N Grand View Drive
9. Max Forbush
73 South 100 West
10. David Stringfellow
2068 Sharpshooter Court
11. Douglas Wayment
953 South 250 East
12. Steve Andersen
671 Somerset Street
13. D. Kevin Poff
555 North 100 East
14. Jason Williams
1586 Saddlehorn Circle

15. SueAnn Phillips
340 South 1525 West
16. Phil Leonard
831 Leonard Lane
17. Justen Smith
226 West 900 North
18. Trevor Ward
1082 North 100 West
19. Annalysha Hedberg
1029 N Main
20. Jeff Holman
22 Virginia Circle
21. Jennifer O'Toole
1064 N Shepard Creek Pkwy #6
22. Brett Anderson
837 Country Lane



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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

MEMO

TO: City Council Applicants
FROM: Dave Millheim, City Manager
DATE: December 12, 2012
SUBJECT: **REPLACEMENT PROCESS FOR COUNCIL VACANCY**

First off, thank you so much for your willingness to serve. Being a Council member is not for the faint of heart and does require a commitment of time and study and being available to serve those who live, work and play in Farmington. I hope you have seriously considered the stewardship responsibilities that will come your way should you be selected. We have a great city. From a staff perspective, we believe much of our success comes from the quality of those who serve. It can sometimes be a thankless exercise but it also comes with great rewards as we impact our day to day quality of life.

We received 22 applications from many qualified people. On Tuesday, December 18th, the City Council will be conducting short interviews during the Council meeting which starts at 7 PM. We have a few routine items of city business and my best guess is we will be starting the interviews around 7:30 PM. These will be done in open session as required by Utah law. A copy of the staff report describing the process is attached as well as the order in which you will each make your presentations. My advice is keep it short and simple expressing the two or three things that make you qualified and why you want to serve. The Council will have already reviewed your resumes and letters of intent and should be acquainted with your background.

I also attached a simple outline we used after the last Council election cycle describing in very broad terms roles and principles we live by. I should take a moment to remind everyone that whoever is selected will have to stand for election next fall should they wish to continue with their service. Lastly, we will be encouraging the successful applicant to go to some Utah League sponsored training and spend some time with myself and the Mayor as needed so we can get you up to speed as quickly as possible on city issues. Should you not be selected, please know we have many other committee assignments and we can always use volunteers on Festival Days.

Best of luck and please call me at 801-939-9203 should you have any questions.

Sincerely,

Dave Millheim

Council Manager Orientation General Comments 11-17-11

To be effective takes a team. We are all on that team. There are no free agents and every team member is valued.

City Council & Mayor Roles –

- Represent Citizens
- Approve Budget and staffing levels
- Set priorities
- Provide overall strategic direction of City
- Approve ordinances, resolutions, major policy decisions

Manager Roles (Hourglass example)

- Direct Staff and day to day operations
- Carry out Consensus Council directions
- Minor policy and procedure authority
- With Staff, provide recommendations to Council

Ten Guiding Principles we live by:

- We work for all Council members and the Mayor. No one is a favorite or gets special treatment.
- We do not keep secrets but all Council gets the same information when requested or dispersed.
- We value consensus and professionalism. Being right and careful is more important than being wrong and fast.
- City Council DOES NOT direct staff -- City Manager does.
- The City Manager reports to the Mayor frequently as needed and then to City Council.
- No one likes surprises so we stick to established agenda deadlines and established protocols.
- We study issues, provide options and make recommendations
- We demand and expect respect from all – staff Council, Developers, Mayor, Public, etc.
- We believe in direct, frequent and honest communication and say what needs to be said – not what is politically correct.
- We never forget we are serving all the citizens of Farmington – Not just those yelling the loudest.

CITY COUNCIL AGENDA

For Council Meeting:
December 18, 2012

S U B J E C T: Demolition Ordinance Draft Text Changes

ACTION TO BE CONSIDERED:

Discussion Only.

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

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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: December 12, 2012
SUBJECT: **DEMOLITION ORDINANCE DRAFT TEXT CHANGES**

RECOMMENDATION

Discussion item only.

BACKGROUND

Previously, the Planning Commission considered changes to the Zoning Ordinance regarding demolitions on August 16, 2012, and some discussion items since then. The Historic Preservation Commission has also reviewed draft changes twice. It is anticipated that the Planning Commission will establish a sub-committee to finalize the draft in preparation for a possible public hearing in January. Staff requests that the Mayor appoint one or two members of the Council to serve on that committee (the sub-committee will likely only meet once). Enclosed are the draft changes for your review and critique and a table summarizes key differences between historic resources on the local landmark register versus on the historic site list.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

Historic Sites List v. Historic Landmark Register Comparison of Selected Variables As Per Proposed Draft Changes (Nov 2012)		
	List	Register
Tax Credit available for remodels, etc.	X	X
Historic Preservation Commission (HPC) oversight		
Repairs		X
Alterations		X
Additions		X
Relocations		X
Ordinary Repairs–no HPC oversight	X	X
Demolition		
Approval/Denial by HPC		
Any building/structure within a district, or otherwise		X
Only “A” and “B” buildings/structures	X	
If approved:		
Permit and construction of replacement bldg. necessary		X
Resulting vacant land may remain as landscaped parcel	X	X
Demolition by neglect: HPC responsibilities, notification, remedies	X	X

CHAPTER 39

HISTORIC BUILDINGS AND SITES

- 11-39-101 Purpose
- 11-39-102 Definitions
- 11-39-103 Historic Preservation Commission
- 11-39-104 Farmington Historic Sites List
- 11-39-105 Farmington Historic Landmark Register
- 11-39-106 Standards for Rehabilitation
- 11-39-107 Deterioration by Neglect
- 11-39-108 Practical Difficulty
- 11-39-1079 Appeals

11-39-101 Purpose

Farmington City (the “City”) recognizes that the historical heritage of the community is among its most valued and important assets. It is the intent of the City to identify, preserve, protect, and enhance historic buildings, sites, monuments, streetscapes and landmarks within the City deemed architecturally or historically significant. By protecting such historically significant sites and structures, they will be preserved for the use, observation, education, pleasure and general welfare of the present and future residents of the City.

11-39-102 Definitions

For the purposes of this Chapter, the following terms and words and their derivations shall have the meaning as given herein. Words not included herein or in the building code shall be given their usual meaning as found in the English dictionary, unless the context of the words clearly indicates a different meaning.

“Certificate of Historic Appropriateness” – A document evidencing approval by the Historic Preservation Commission of an application to make a material change in the appearance of a designated Historic Resource.

“Exterior Architectural Features” – The architectural style, general design and general arrangement of the exterior of a building, structure or object, including but not limited to the kind of texture of the building material and the type and style of windows, doors, signs and other appurtenant architectural fixtures, details or elements relative to the foregoing.

“Exterior Environmental Features” – All those aspects of the landscape or the development of a site which affect the historic character of the property.

“Important” – Marked by or indicative of significant worth or consequence.

“Historic Resource” - Any building, structure, object, site or district listed on the City’s Historic Sites List or the Historic Landmarks Register.

“Material Change in Appearance” – A change to a building or Historic Resource that would affect the exterior architectural or environmental features of a Historic Resource, such as:

1. Reconstruction or alteration of the size, shape or façade of a Historic Resource, including relocation of any doors or windows or removal or alteration of any architectural features, details or elements;
2. Demolition or relocation of a Historic Resource;
3. Commencement of excavation for construction purposes; or
4. The erection, alteration, restoration or removal of any building or Historic Resource, including walls, fences, steps and pavements or other appurtenant features except exterior paint alterations.

“Major Alteration” – A change or alteration to a building or Historic Resource that would destroy the historic integrity including, but not limited to, changes in pitch of the main roof, enlargement or enclosure of windows on the principal facades, addition of upper stories or the removal of original upper stories, covering exterior walls (except adobe) with non-historic materials, moving the Historic Resource from its original location to one that is dissimilar to the original, or additions which significantly detract from or obscure the original form and appearance of the Historic Resource when viewed from a public right-of-way.

“Positioning” – The placement of a Historical Resource on a property or its placement relative to other structures and/or landmarks in the general vicinity.

“Reconnaissance Level Survey” – A visual evaluation of a large portion of properties in a community for the purpose of providing a “first cut” of buildings that may, based on their age and integrity, be eligible for listing in the National Register of Historic Places. The evaluation rating of potential sites and Historic Resources shall be given one of the following ratings:

- A – Eligible/Significant: built within the historic period and retains integrity; excellent example of a style or type; unaltered or only minor alterations or additions; individually eligible for National Register of Historic Places under criterion “C”; also, buildings of known historical significance.
- B – Eligible: built within the historic period and retains integrity; good example of a style or type, but not as well-preserved or well-executed as “A” buildings; more substantial alterations or additions than “A” buildings, though overall integrity is retained; eligible for National

Register of Historic Places as part of a potential historic district or primarily for historical, rather than architectural, reasons.

C – Ineligible: built during the historic period but has undergone Major Alterations or additions; no longer retains integrity.

D – Out-of-period: constructed outside the historic period.

“Scale” – The distinctive relative size, extent or degree of a Historic Resource.

“Significant” – Having or likely to have influence and effect.

11-39-103 Historic Preservation Commission

The Historic Preservation Commission, created pursuant to Farmington City Code §3-03-040, as amended, shall provide advisory assistance to the City regarding the implementation of the provisions of this Chapter.

11-39-104 Farmington Historic Sites List

(a) Created. There is hereby created a Farmington Historic Sites List (the “List”), which shall serve as a means of providing recognition to and encouraging the preservation of Historic Resources in the City. The List shall be prepared and maintained by the Historic Preservation Commission and filed with the City Recorder's Office.

(b) Contents. The List shall describe each Historic Resource, the date or approximate date of its construction the date during which its historic significance was established, the reason for including it on the List, and the name and address of the current owner as shown on the records of the Davis County Recorder.

(c) Criteria. The Historic Preservation Commission may designate any building, structure, object, site or district to the List as a Historic Resource in accordance with the procedures set forth herein if it is determined by the Historic Preservation Commission that the Historic Resource meets all of the following criteria:

- (1) It is located within the official boundaries of the City; and
- (2) It is at least fifty (50) years old; and
- (3) There are no Major Alterations or additions that have obscured or destroyed the significant historic features.

(d) Designation Procedures. The Historic Preservation Commission is charged with designating properties to and maintaining the List. The List shall reference any research related to the Historic Resource and a copy of the List shall be kept in the Historic Preservation Commission’s historic sites files. The historic sites files shall be

open to the public in accordance with the Farmington City Government Records Access and Management Ordinance. This List shall be reviewed and Historic Resources shall be added or deleted as appropriate on, at minimum, a yearly basis by the Historic Preservation Commission. The List should include all Historic Resources located within the City that meet the minimum requirements set forth below:

- (1) Rate an “A” or “B” on a professional Reconnaissance Level Survey;
- (2) Are deemed “A” or “B” by the Historic Preservation Commission (for properties outside of a surveyed area);
- (3) Any Historic Resource that does not meet the “A” or “B” criteria established by the National Register of Historic Places, but is of exceptional importance to Farmington’s history; or
- (4) Any Historic Resource that has undergone Major Alterations or has been destroyed. Markers may be placed on these sites with City Council approval.

(e) Results of Designation.

- (1) Certificate. The owner of an officially designated Historic Resource may obtain a historic site certificate from the Historic Preservation Commission. The certificate shall contain the historic name of the property, the date of designation, and signatures of the Mayor and the Historic Preservation Commission Chairperson.
- (2) Demolition. The Historic Preservation Commission must approve or deny all applications received by the City to demolish, or demolish in part, an Historic Resource on the List.
 - a. A decision by the Historic Preservation Commission to approve or deny a demolition shall be guided by the same criteria used to consider a demolition of an Historic Resource listed on the Register set forth in this Chapter.
 - b. If a demolition is approved by the Historic Preservation Commission, the same efforts to document its physical appearance applied to major alterations set forth herein shall also apply to demolition permits approved by the Historic Commission.
- (23) ~~Major Alterations~~ Demolition. If a Historic Resource is to be ~~demolished~~ or undergo Major Alterations, efforts shall be made by

the Historic Preservation Commission to document its physical appearance before that action takes place.

- a. The City shall delay issuing a demolition permit for a maximum of ten (10) calendar days and shall notify a member of the Historic Preservation Commission, who will take responsibility for the documentation.
- b. Documentation shall include, at a minimum, exterior photographs of all elevations of the Historic Resource. When possible, both exterior and interior measurements of the building will be made in order to provide an accurate floor plan drawing of the building.
- c. A ~~building~~ demolition permit shall be issued after a period ten (10) calendar days from the initial date of permit application whether or not the Historic Preservation Commission has documented the building. The permit may be issued earlier if the Historic Preservation Commission has completed its documentation before the ten (10) day deadline.
- d. Documentation shall be kept in the Historic Preservation Commission's historic sites files, which shall be open to the public in accordance with the Farmington City Government Records Access and Management Ordinance.

(f) Removal of Properties. If, after review and consideration by the Historic Preservation Commission, it is determined that a Historic Resource no longer meets the criteria for listing, the Historic Preservation Commission may remove the Historic Resource from the List.

11-39-105 Farmington Historic Landmarks Register

(a) Created. There is hereby created a Farmington Historic Landmarks Register (the "Register"), which shall provide further recognition of significant Historic Resources; provide protection for Historic Resources as set forth in this Chapter; and may qualify owners of Historic Resources to special assistance from the City as may be determined by the City Council in its sole discretion. The Register shall be prepared and maintained by the Historic Preservation Commission in accordance with the provisions set forth in this Chapter. A Notice of Listing shall be filed for each property listed on the Register with the City and recorded in the office of the Davis County Recorder.

(b) Contents. The Register shall describe each Historic Resource, the date or approximate date of its construction, the date during which its historic significance was established, the qualifications for including it on the Register, and the name and address

of the current owner of the property as shown on the records of the Davis County Recorder.

(c) Criteria. Any building, structure, object, or district may be designated to the Register in accordance with the procedures set forth herein if it meets all the criteria set forth below:

- (1) It is located within the corporate boundaries of Farmington City.
- (2) It is currently listed in the National Register of Historic Places (the "*National Register*"), or it has been officially determined eligible for listing in the National Register under the criteria of 36 C.F.R. 60.4, as amended.
- (3) Historic Resources shall also meet at least two (2) of the following criteria:
 - a. It is an easily identifiable visual feature of its neighborhood or the City because of its positioning, location, age, scale or style, and it contributes to the distinctive quality or identity of its area in such a way that its absence would negatively affect the area's sense of place;
 - b. It figures importantly into Farmington's founding or development through its uses, especially public uses;
 - c. It is associated with persons significant in the founding or development of Farmington, especially the earliest settler families (1847-1900);
 - d. It is associated with events that have made a significant contribution to the founding or development of Farmington;
 - e. It illustrates an important architectural form, style, or building technique, especially as an example of "local vernacular" (e.g. single & two-story rock/adobe homes; simple brick Victorians) or as a singular example of form, style, or technique within the City;
 - f. It has been used as a way-finding landmark for at least 50 years; or
 - g. It has yielded, or may be likely to yield, information important in prehistory or history (e.g. archeological sites).

- (4) If a Historic Resource does not meet at least two (2) of the criteria of Subsection (2) above, but is of exceptional importance to Farmington's history and the owner of the property wishes to have it designated as a Historic Resource on the Register, the Historic Preservation Commission may review the request and, if deemed suitably significant, may recommend to the City Council that the Historic Resource be added to the Register.

(d) Notification. The owner of the Historic Resource shall be notified in writing either by certified mail or hand delivery of proposed action to designate the Historic Resource to the Register and shall be invited to attend the Historic Preservation Commission meeting in which the designation will be discussed.

(e) Designation.

- (1) Official designation proceedings shall begin with submittal of a written request for designation by either the property owner or a member of the Historic Preservation Commission. The request shall identify the property by its address and historic name, give the date the property was listed in the National Register or officially determined eligible, and include a statement summarizing the property's significance to the City. This official request may be preceded by informal contacts with the property owner by Historic Preservation Commission members, private citizens, local officials, or others regarding designation of the property.
- (2) Upon written request for designation, the Historic Preservation Commission Chairperson shall arrange for the designation to be considered at the next Historic Preservation Commission meeting, which shall be held at a time not to exceed thirty (30) days from the date the designation request was received.
- (3) A decision by the Historic Preservation Commission shall be based on whether the property meets the criteria for designating properties to the Register as set forth in Section 11-39-105 (c). The Historic Preservation Commission shall forward its recommendation in writing to the City Council within fourteen (14) days of the decision.
- (4) The City Council may, by adoption of an appropriate ordinance, designate a Historic Resource to the Register. The owner of the Historic Resource shall be notified at least three (3) days prior to the City Council meeting at which the ordinance will be considered and shall be allowed to address the Council with regard to the designation. Following designation, a notice of such shall

be mailed to the owners of record together with a copy of Chapter 39 of the City code.

- (5) A Historic Resource which, in the opinion of the Historic Preservation Commission, no longer meets the criteria for eligibility may be removed from the Register after review and recommendation by the Historic Preservation Commission and the adoption of an appropriate ordinance by the City Council.
- (6) Upon official adoption of a designating or removal ordinance, the Historic Preservation Commission shall record the ordinance with both the City Recorder's Office and the County Recorder's Office to indicate such designation or removal on the official records thereof.

(f) Result of Designation.

- (1) An owner of a Historic Resource listed on the Register may seek assistance from the Historic Preservation Commission in applying for grants or tax credits for rehabilitating the owner's properties.
- (2) 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" prior to issuance of a building permit. The purpose of this review is to ensure the preservation of Historic Resources to the greatest extent reasonably possible.
 - a. Any application for a building permit pertaining to a Historic Resource designated on the Register shall be forwarded by the Zoning Administrator to the Historic Preservation Commission for its determination prior to the issuance of the requested permit.
 - b. At its next scheduled meeting, the Historic Preservation Commission shall review the application and proposed work for compliance using the United States Secretary of the Interior's Standards for Rehabilitation, (the "*Standards*") as set forth in Section 11-39-106 of the Farmington City Code.
 - c. The Historic Preservation Commission's determination shall be forwarded within three (3) days to the Zoning Administrator for review. If the Historic Preservation Commission denies or requires significant revisions to a

permit application, the determination shall indicate of the specific "Standards" on which the decision of the Historic Preservation Commission is based and, where appropriate, shall provide a brief explanation setting forth the reasons for the determination. Copies of the determination shall be forwarded by the Zoning Administrator to the property owner.

- d. The Zoning Administrator shall upon receipt of the Historic Preservation Commission's determination, process the permit as set forth in this section. Projects which, as determined by the Historic Preservation Commission, are consistent with the Standards shall be issued a Certificate of Historical Appropriateness which authorizes the building permit to be issued upon compliance with all other applicable requirements of this Title or any other applicable ordinance.
- e. An applicant whose submittal does not comply with the Standards may, for a period of sixty (60) days, meet with the Historic Preservation Commission, together with the Zoning Administrator, to explore means for proper repair, alteration or addition to the Historical Resource which are consistent with the Standards, which may include the following:
 - i. Feasibility of modifications to the plans;
 - ii. Feasibility of alternative uses of the Historic Resource;
 - iii. Feasibility of acquiring easements and/or variances;
 - iv. Feasibility of acquiring financial or other forms of assistance from preservations organizations.
- f. If no approval is granted within the initial sixty (60) days, the Historic Preservation Commission may grant an extension of an additional sixty (60) days. If no approval is granted at the conclusion of one hundred twenty (120) days, the Certificate of Historic Appropriateness shall be denied if the Standards for Rehabilitation cannot be met and the requested building permit shall not be issued by the Zoning Administrator.

- g. A decision by the Historic Preservation Commission approving or denying a Certificate of Historic Appropriateness for the relocation of a Historic Resource shall be guided by the following criteria:
 - i. How the historic character and aesthetic interest the Historic Resource contributes to its present setting;
 - ii. Whether there are definite plans for the area to be vacated and what the effect of those plans on the character of the surrounding area will be;
 - iii. Whether the Historic Resource can be relocated without significant damage to its physical integrity; and
 - iv. Whether the proposed relocation area is compatible with the historical and architectural character of the Historic Resource.

- h. A decision by the Historic Preservation Commission approving or denying a Certificate of Historic Appropriateness for the demolition of a Historic Resource listed on the Register shall be guided by the following criteria:
 - i. The historic, scenic or architectural significance of the Historic Resource;
 - ii. The importance of the resource to the character of the neighborhood or City;
 - iii. The difficulty or the impossibility of reproducing the Historic Resource because of its design, texture, material, detail, or unique location;
 - iv. Whether the Historic Resource is one of the last remaining examples of its kind in the neighborhood or City;
 - v. Whether there are definite plans for use of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be;

- vi. Whether reasonable measures can be taken to save the Historic Resource from deterioration or collapse; and
 - vii. Whether the Historic Resource is capable of being used to earn a reasonable economic return on its value.
- i. A Certificate of Historical Appropriateness shall become void unless construction authorized by a building permit is commenced within one hundred eighty (180) days after issuance of the certificate.
- (3) Ordinary maintenance and repair of any exterior architectural or environmental feature in or on a Historic Resource to correct deterioration, decay, or to sustain the existing form, and that does not involve a material change in design, material or outer appearance thereof, does not require a Certificate of Historic Appropriateness.
- ~~(4) An owner of a Historic Resource listed on the Register shall not allow any building to deteriorate by failing to provide ordinary maintenance or repair. The Historic Preservation Commission shall be charged with the following responsibilities regarding deterioration by neglect:~~
- ~~a. The Historic Preservation Commission shall monitor the condition of Historic Resources to determine if any Historic Resource is being allowed to deteriorate by neglect. Conditions such as broken windows, doors and exterior openings which allow the elements to enter or otherwise become an attractive nuisance, or the deterioration of a Historic Resource's structural system shall constitute failure to provide ordinary maintenance or repair.~~
 - ~~b. In the event the Historic Preservation Commission determines there is a failure to provide ordinary maintenance or repair, the Historic Preservation Commission shall notify the owner of the Historic Resource and set forth the steps which need to be taken to remedy the situation. The owner of the Historic Resource shall have thirty (30) days to make necessary repairs.~~
 - ~~c. In the event that the condition is not remedied in thirty (30) days, the Historic Preservation Commission may recommend to the City Council that penalty fines be~~

imposed as provided in Chapter 38, "Enforcement and Penalties", of this Title:

~~(5) When, by reason of unusual circumstance, the strict application of any provision of Section 11-39-105 (e) if this chapter would result in the exceptional practical difficulty or undue economic hardship upon any owner of a Historic Resource, the City Council, with recommendation from the Historic Preservation Commission, shall have the power to modify strict provisions, so as to relieve such difficulty or hardship; provided such modifications or interpretations shall remain in harmony with the general purpose and intent of said provisions, so that the architectural or historical integrity, or character of the Historic Resource, shall be conserved and substantial justice done. In granting modifications, the City Council, with or without recommendation from the Historical Preservation Commission, may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this Chapter. Undue hardship shall not include a situation of the person's own making.~~

~~(6) A person who alleges that action by the Historic Preservation Commission or the City will result in an unconstitutional taking of property may request a review thereof as provided in the Farmington City Code.~~

(g) Enforcement. Failure to follow the procedure for acquiring a Certificate of Historical Appropriateness may result in the Zoning Administrator issuing a stop-work order while a review is conducted. The review will determine if revocation of a conditional use permit granted for a use associated with the Historic Resource revocation of building permits and/or other penalty fines are necessary as per Chapter 38, "Enforcement and Penalties", of this Title.

- (1) Failure to follow the procedure set forth in this Chapter for acquiring a Certificate of Historic Appropriateness may result in removal of the Historic Resource from the Register and the National Register, thus rendering the property ineligible for federal, state, and City tax credits, grant and loan programs.
- (2) In addition, if the Historic Resource has received land use entitlements as a result of its placement on the Register, the City may consider the revocation of such entitlements and/or the acceleration of any debt issued by the City as part of a program of Historic Preservation/Rehabilitation consistent with applicable law.

11-39-106 Standards for Rehabilitation.

The following "Standards for Rehabilitation" shall be used when determining the historic appropriateness of any application pertaining to a Historic Resource:

(a) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

(b) The historic character of a property shall be retained and preserved. The removal of historic materials or alterations of features and spaces that characterize a property shall be avoided.

(c) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

(d) Most properties change over time; those changes that have acquired historical significance in their own right shall be retained and preserved.

(e) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

(f) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

(g) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

(h) Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

(i) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

(j) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

11-39-107 Deterioration by Neglect

An owner of a Historic Resource listed on the List or the Register shall not allow any building to deteriorate by failing to provide ordinary maintenance or repair. The Historic Preservation Commission shall be charged with the following responsibilities regarding deterioration by neglect:

(a) The Historic Preservation Commission shall monitor the condition of Historic Resources to determine if any Historic Resource is being allowed to deteriorate by neglect. Conditions such as broken windows, doors and exterior openings which allow the elements to enter or otherwise become an attractive nuisance, or the deterioration of a Historic Resource's structural system shall constitute failure to provide ordinary maintenance or repair.

(b) In the event the Historic Preservation Commission determines there is a failure to provide ordinary maintenance or repair, the Historic Preservation Commission shall notify the owner of the Historic Resource and set forth the steps which need to be taken to remedy the situation. The owner of the Historic Resource shall have thirty (30) days to make necessary repairs.

(c) In the event that the condition is not remedied in thirty (30) days, the Historic Preservation Commission may recommend to the City Council that penalty fines be imposed as provided in Chapter 38, "Enforcement and Penalties", of this Title.

11-39-108 Practical Difficulty

(a) When, by reason of unusual circumstance, the strict application of any provision of Sections 11-39-104(d) and 11-39-105 (e) of this chapter would result in the exceptional practical difficulty or undue economic hardship upon any owner of a Historic Resource, the City Council, with recommendation from the Historic Preservation Commission, shall have the power to modify strict provisions, so as to relieve such difficulty or hardship; provided such modifications or interpretations shall remain in harmony with the general purpose and intent of said provisions, so that the architectural or historical integrity, or character of the Historic Resource, shall be conserved and substantial justice done. In granting modifications, the City Council, with or without recommendation from the Historical Preservation Commission, may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this Chapter. Undue hardship shall not include a situation of the person's own making.

(b) A person who alleges that action by the Historic Preservation Commission or the City will result in an unconstitutional taking of property may request a review thereof as provided in the Farmington City Code.

11-39-1079 Appeals

(a) Any person adversely affected by any final decision of the Zoning Administrator in the administration of this Chapter may appeal such decision as set forth in section 11-5-106 of the Zoning Ordinance.

(b) Any person adversely affected by any final decision of the Historic Preservation Commission in the administration of this Chapter may appeal such decision to the City Council in accordance with the provisions of this Section.

- (1) Appeals shall be taken within fifteen (15) days of a written decision by filing a written notice with the City Manager, specifying the grounds for appeal. Only grounds specified in the appeal shall be considered by the Council.
- (2) An appeal stays all proceedings in furtherance of the action appealed from unless the Historic Preservation Commission certifies to the City Council that, by reason of fact stated in the certificate, a stay would cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by restraining order which may be granted by the appropriate appeal body or by the District Court on application and notice and on due cause shown.
- (3) The City Council shall schedule a public hearing to hear the appeal. Notice of the hearing shall be given at least fifteen (15) days prior to the hearing. Notice of the hearing shall be made as required by law. The City Council may modify the order, requirement, decision or determination appealed from and may make such determination as ought to be made and to that end shall have all powers of the Historic Preservation Commission. A concurring vote of a simple majority of the total membership of the Council shall be necessary to act on the appeal.

(c) Any person adversely affected by any final decision of the City Council designating a Historic Resource to the Register, or regarding an appeal from a decision of the Historic Preservation Commission in the administration of this Chapter may have and maintain a plenary action for relief therefrom in a court of competent jurisdiction; provided a petition for such relief is presented to the Court within thirty (30) days after the rendering of such decision.

Chapter 39 Enacted 2/19/97, Ord. 97-11
Amended 8/5/08, Ord.2008-40

DRAFT
October 26, 2012

Section 11-28-230 Additional Requirements for Demolitions

In addition to requirements set forth in this Title and elsewhere in the Farmington City Municipal Code, no demolition permit shall be issued within Farmington City until one of the following requirements has been met:

- (a) A permit for the use replacing the demolished building or structure has been issued by the Community Development Department.
- (b) A landscaping plan for the site, showing the sprinkling system and planted areas, has been approved and a performance bond to assure timely and proper installation and maintenance of the landscaping has been filed with the City in a form acceptable to the City.
- (c) In the event of a natural disaster, fire or other similar event or where immediate demolition and clearing of the land is necessary to remove hazardous or blighting conditions, the City Planner may waive the landscaping requirement and order immediate demolition.

CITY COUNCIL AGENDA

For Council Meeting:
December 18, 2012

SUBJECT: City Manager Report

1. Upcoming Agenda Items
2. Police & Fire Monthly Activity Reports for November
3. Building Activity Report for November

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

Upcoming Agenda Items

January 15, 2013 – Staff Reports Due: January 4th

Joint PC/CC Training Session

Work Session: Emergency Preparedness Training Policy Group (Paul White)

Long Range Fire Staffing Costs

Excess Water Rights Issue (Paul Hirst)

URMMA Inspection Update

Presentations: Introduction of New Medical Director for Fire Department

Administration of Oath of Office for New City Councilmember

Action Items:

Summary Action Items:

- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Disbursement Lists
- Approval of Minutes from December 18, 2012

November 2012
Activity Reports
for
Police & Fire



Farmington City Police Department 2012 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	122	118	144	143	181	171	210	179	124	190	163	

Total Reports	Officer	Crime	Accident	Supp	January	February	March	April	May	June	July	August	September	October	November	December
Officer	39	34	43	40	60	49	88	69	50	66	61					
Crime	72	75	83	96	104	99	101	90	59	98	80					
Accident	16	10	18	8	16	20	17	20	12	23	21					
Supp	39	30	31	23	29	36	16	69	35	29	23					

Citations	Total Cites	Traffic Cites	Parking Cites	Other	January	February	March	April	May	June	July	August	September	October	November	December
Total Cites	151	99	91	117	106	98	86	88	97	128	102					
Traffic Cites	99	63	67	75	86	72	41	60	77	70	70					
Parking Cites	31	11	0	0	4	3	11	1	0	0	0					
Other	21	25	24	42	16	23	34	27	20	58	32					

Activities	Total	January	February	March	April	May	June	July	August	September	October	November	December
Total	2646	2222	2310	2445	2685	2554	2132	2239	2429	2339	2168		

Investigations	Still Working	# Reports	January	February	March	April	May	June	July	August	September	October	November	December
Still Working	29	31	35	38	28	29	48	35	31	43	41			
# Reports	29	22	35	27	20	42	15	59	34	28	23			



Farmington City Police Department 2012 - Summary Cont.

	Average	Total
Cases	158.64	1745

Reports	Officer	54.45	
	Crime	87.00	
	Accident	16.45	181
	Supp	32.73	

Citations	Total	105.73	1163
	Traffic	70.91	
	Parking	5.55	
	Other	29.27	

Activities	2379.00	26169
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Investigations	Working	35.27	
	# Reports	30.36	334



Farmington City Fire Department



Monthly Activity Report

November 2012



Emergency Services

Fire Related / Engine Response Calls: **34**
All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Support, etc...

Ambulance Related Calls: **44 / Transported 20 (45%)**
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc...

Calls Missed / Unable to adequately staff: **2**

Urgent EMS Related Response Times (AVG): **3.9 Minutes** **GOAL 4 minutes or less (-.1 min.)**

Urgent Fire Related Response Times (AVG): **6.7 Minutes** **GOAL 4 minutes or less (+ 2.7 min.)**

FIRE / EMS Operational Staffing Hours (based on a 28-day pay period from Nov 2nd – Nov 30th 2012)

Basic Staffing Hours: Actual 2336 / Budgeted 2256 / **Variance +80**

Breakdown of Short Staffing Hrs. Weekends =0Hrs. Weekdays: AM=0Hrs. PM=0Hrs.
1 F/T Captain @ 40 hours per week, and 2 staffed positions 24 hours per day (PT FF's).

Additional Staffing Hours: **FIRE 221 / EMS 349 / TOTAL = 570**
Additional hours accrued by P/T personnel to support operational activities such as Call-Backs, Engine Responses, etc.

Administrative Staffing Hours: **Actual 365 / Budgeted 390**
1 F/T Salary Exempt Fire Chief @ 40 hours per week, 1 P/T Secretary @ 20 hours per week, and 1 P/T Fire Marshal @ flexible hours not to exceed 15 hours per week avg.

Total Operational & Administrative Staffing Hours: **Hours 3296**

Contracted Hours: **38.0 / 332.5 YTD**
Legacy Center Standby, Forest Service Standby, etc.

Monthly Revenues & Grant Activity YTD

Ambulance:	Prev. Month	Calendar Year	FY 2013
Ambulance Services Billed (previous month):	\$30,474.33	\$365,439.47 YTD	\$160,812.96
Ambulance Billing Collected (previous month):	\$30,150.98	\$222,544.36 YTD	\$98,781.05
Variiances:	-\$323.35	-\$142,895.11 YTD	\$62,031.91

Grants / Assistance / Donations:		
Grants Applied For: Training Tower / Facility	\$300,000	\$409,000 YTD
Grants Received:	\$0	\$111,010 YTD

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

Drill # 1– Officers Monthly Meeting & Training:	21	
Drill #2– EMS – CO2 Emergencies & PT Packaging:	47	Avg. Wednesday Night Drill Attendance
Drill #3– NFPA 1410 Drill Evolutions:	47	by FFD Personnel This Month: 19
Drill #4– Special Driver Training:	47	
Other: New Hire In-Service Training	44	
ADO-P Classes - November	320	1,420 ADO-P / YTD
Total Training / Actual Attended Man-Hours:	526	3,746 YTD

Fire Prevention & Inspection Activities

	QTY	
Business Inspections:	5	
Fire Plan Reviews & Related:	2	
Station Tours & Public Ed Sessions:	19	

Health, Wellness & Safety Activities

	QTY	
Reportable Injuries:	0	1 YTD
Physical Fitness / Gym Membership Participation %	38%	
Chaplaincy Events:	3	

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	4	9 YTD
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Active FFD Committees: Emergency Medical Services (EMS), Apparatus & Equipment, Fire Apparatus & Equipment, Rescue – Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub. Ed.

Non-Active FFD Committees: Haz-Mat Apparatus & Equipment, Building & Facilities.

Additional Narrative:

Delivery of services (response times) improved slightly for EMS calls at 3.9 minutes and also showed improved FIRE response times at 6.7 minutes. This is attributed to the station being staffed with personnel 100% of the time with 2 personnel (for medical) and staffed with extra personnel for Engineer (ADO) certification training, thus providing faster response times for the fire engine while class was in session. Only 2 calls (2.5% of all calls) resulted in either short-staffing or no-staffing of apparatus, primarily during day time hours and weekends. FFD did NOT fall short of any shift staffing hours (1,922YTD) during November! This is a direct result of the new shift bid process and staffing expectations. Ambulance transport percentages increased by one percent (45% transports on all medical incidents). Collections of revenues continue with little predictability due to collection & mandated billing variables. November training focused Carbon Monoxide medical emergencies, Patient Removal & Packaging, Fireground evolutions – NFPA1410 drills, Fire Engine Driving & Operations – Water change-over evolutions. Utah Fire & Rescue Academy (UFRA) ADO-Pumper certification training is near completion with only a couple of weeks left. New rope rescue equipment placed in-service with more training TBA. Work continues on Tender 711 at Job Corps with final work being completed on the Special Response Vehicle for Ice Rescue response. The city council approved Doctor Fredrickson's contract without protest and is being processed accordingly with the Bureau of Emergency Medical Services. All probationary / new-hires completed 40-hour entry-level training hours, thus inflating staffing hours for the month of November. Multiple FFD members sworn-in and recognized by the council for various promotional and certification achievements. Funds for Wildland & UFRA Grant awarded earlier this year spent and submitted for reimbursement. This grant enabled FFD to offset costs for new wildland PPE (to include new boots) for the majority of FFD personnel. This grant also helped offset costs for structural PPE, training costs, and lumber supplies for various future training props. Additional equipment acquired and installed onto new fire engine. FFD is also continuing to follow-up on ISO data requests from previous audit.

**Fire & EMS Operational SHIFT HRS / Coverage
12 Month Performance Trend / 2PT & 1 FT Staffing**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011												
Actual P/T Shift Hours	Pre-24 Hr Ambulance Staffing x 2 Personnel											
Actual F/T Shift Hours												
Total												
Budgeted												
Variances												
% of Shifts Covered												
% of shifts NOT Covered												
# of Weekend Hrs Short												
# of Weekday AM Hrs Short												
# of Weekday PM Hrs Short												

	Jan	Feb	Mar	Apr	May	Jun	Jul*	Aug	Sep	Oct	Nov	Dec
2012 / Pay Periods (PP)												
Actual P/T Shift Hours	3 PP	2 PP	2 PP	2 PP	2 PP	3 PP	2 PP	2 PP	3 PP	2 PP	3 PP	0
Actual F/T Shift Hours	1921	1287	1283	1198	1217	1586	1537	1041	2047	1479	2096	0
Total	240	160	170	165	170	250	170	160	240	160	240	0
Budgeted	2161	1447	1453	1363	1387	1836	1707	1201	2287	1639	2336	0
Variances	2256	1504	1504	1504	1504	2256	2176	1504	2256	1504	2256	0
% of Shifts Covered	-95	-57	-51	-141	-117	-420	-469	-303	31	135	80	0
% of shifts NOT Covered	96%	96%	97%	91%	92%	81%	78%	80%	91%	109%	104%	#DIV/0!
# of Weekend Hrs Short	4%	4%	3%	9%	8%	19%	22%	20%	9%	0%	0%	0
# of Weekday AM Hrs Short	55	19	23	62	44	236	288	216	132	12	0	0
# of Weekday PM Hrs Short	30	28	33	48	42	112	38	54	53	13	0	0
	10	10	5	36	31	82	153	33	24	0	0	0

*Includes 672 Additional Special Hazard Staffing Hours - Filled & Not Filled

Budgeted duty hours not filled

Month of November 2012	BUILDING ACTIVITY REPORT - JULY 2012 THRU JUNE 2013				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	8	8	\$2,484,337.00	94	94
DUPLEX					
MULTIPLE DWELLING					
OTHER RESIDENTIAL	7	7	\$685,000.00	65	65
SUB-TOTAL	15	15	\$3,169,337.00	159	159
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	2		\$24,241.00	11	
CARPORT/GARAGE	0		\$0.00	4	
ADDITIONS/REMODELS	2		\$123,398.00	17	
SWIMMING POOLS/SPAS	0		\$0.00	3	
OTHER (water heater, elec change, roof)	8		\$63,380.00	38	
SUB-TOTAL	12		\$211,019.00	73	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	1		\$46,374.00	6	
PUBLIC/INSTITUTIONAL					
CHURCHES					
OTHERS (Temp Trailer)	1		\$75,000.00	7	
SUB-TOTAL	2		\$121,374.00	13	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	1		\$66,000.00	37	
OFFICE	0		\$0.00	1	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES					
OTHER					
SUB-TOTAL	1		\$66,000.00	39	
MISCELLANEOUS - NON-RESIDENTIAL *****					
Signs, Demizing Wall	1		\$5,600.00	12	
SUB-TOTAL	1		\$5,600.00	12	
TOTALS	31	15	\$3,573,330.00	296	159

CITY COUNCIL AGENDA

For Council Meeting:
December 18, 2012

SUBJECT: Mayor Harbertson & City Council Reports

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