

**WORK SESSION:** A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to discuss engineering services 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, February 19, 2013, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

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

### **REPORTS OF COMMITTEES/MUNICIPAL OFFICERS**

7:05 Executive Summary for Planning Commission held January 31, 2013

### **PUBLIC HEARINGS:**

7:10 Eastwood Cove Subdivision Schematic Plan

### **PRESENTATION OF PETITIONS AND REQUESTS:**

7:25 Consideration of Final Plat Approval for Farmington Creek Estates Phase IV and Accompanying Development Agreement

7:30 Continuation of Farmington Creek Estates Phase 1 Plat Amendment

7:35 Interlocal Cooperation Agreement for Construction of a Public Trail System along the Denver and Rio Grande Railroad Right of way

### **SUMMARY ACTION:**

7:40 Minute Motion Approving Summary Action List

1. Approval of Minutes from February 5, 2013
2. Proposed Spring Creek Estates Open Space Conservation Easement
3. Ratification of Storm Water Bond Log
4. First Supplemental Development Agreement for Park Lane Commons

**NEW BUSINESS:**

7:50 Long Range Fire Department Staffing

**GOVERNING BODY REPORTS:**

8:05 City Manager Report

1. Upcoming Agenda Items
2. Police and Fire Monthly Activity Reports for January
3. Building Activity Report for January 2013
4. SB33 Sales Tax Adjustments for Amusement Parks
5. Form Based Code Education Proposal

8:15 Mayor Harbertson & City Council Reports

**ADJOURN**

**CLOSED SESSION**

Minute motion adjourning to closed session for potential property acquisition.

DATED this 14th day of February, 2013.

**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:  
February 19, 2013

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

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

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

CITY COUNCIL AGENDA

For Council Meeting:  
February 19, 2013

**S U B J E C T: Executive Summary for Planning Commission held January 31, 2013**

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

See enclosed staff report prepared by Christy Alexander.

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: Christy J. Alexander, Associate City Planner

Date: February 19, 2013

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON  
JANUARY 31, 2013

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on January 31, 2013 [note: six commissioners attended the meeting—Bob Murri, Brigham Mellor, Kris Kaufman, Mack McDonald and Alternates Rebecca Wayment and Nate Creer]:

1. Ivory Homes – (Public Hearing - Continued) – Applicant is requesting a recommendation for Schematic Plan approval for the Eastwood Cove (formerly Glover Cove) Conservation Subdivision encompassing approximately 4 acres and consisting of 7 lots located at approximately the southeast corner of Glover Lane and the Frontage Road in an LR zone. (S-17-12)  
*Voted to recommend for approval, Vote: 6 – 0*
2. Don Leonard – (Public Hearing) – Applicant is requesting approval of a 2 lot subdivision by metes and bounds (lot split) encompassing approximately .564 acres and located at approximately 1527 North Main Street in an NMU zone. (S-1-13)  
*Voted to approve, Vote: 6 – 0*
3. Davekris Investments LC (Lagoon) – (Public Hearing) – Applicant is requesting a recommendation to rezone approximately 1 acre on the southwest corner of Main Street and Park Lane from BP (Business Park) to C-R (Commercial Recreation) along with a General Plan Amendment, Zone Text Change, and Sign Ordinance Change. (Z-4-12)

*Voted to table item and directed staff to come back with a proposal for a new zone along the lines of a C-R-O (Commercial Recreation Office) so that amusement park-type uses may not encroach onto Main Street, Vote: 6 – 0*

4. Farmington Pointe, L.C. – (Public Hearing) – Applicant is requesting site plan review and approval for the Farmington Crossing North Office Building encompassing approximately 1.16 acres and located at approximately 1001 Shepard Lane in a C zone. (SP-1-13)

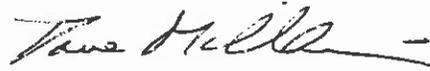
*Voted to approve, Vote: 6 – 0*

Respectfully Submitted



Christy J. Alexander  
Associate City Planner

Review & Concur



Dave Millheim  
City Manager

## CITY COUNCIL AGENDA

For Council Meeting:  
February 19, 2013

### **PUBLIC HEARING: Eastwood Cove Subdivision Schematic Plan**

#### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. Approve the Schematic Plan for the Eastwood Cove conservation subdivision; and approve a waiver of the open space requirement to be finalized by the City Council at final plat approval.

#### **GENERAL INFORMATION:**

See enclosed staff report prepared by Ken Klinker.

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



# FARMINGTON CITY

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DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: February 7, 2013

**SUBJECT: EASTWOOD COVE SUBDIVISION SCHEMATIC PLAN**

### RECOMMENDATION

Hold a public hearing and approve the Schematic Plan for the Eastwood Cove conservation subdivision; and approve a waiver of the open space requirement to be finalized by the City Council at final plat approval.

### BACKGROUND

The applicant, Ivory Homes, is requesting schematic plan approval for a major 7-lot subdivision on property located at the SE corner of Glover Lane and the Frontage Road. The subdivision, as proposed, would consist of seven lots total on four acres of property. The underlying zone for this property is Large Residential (LR), on which Ivory Homes is proposing a conservation subdivision which allows smaller lot sizes with an open space provision. The applicant would like the City to agree to allow them to upgrade the City trail going through the southern portion of the property in exchange for a waiver of the required open space (.4 acres).

The Planning Commission voted to approve the schematic plan at their January 31, 2013, meeting after issues concerning stubbing the street to the adjacent property and a turnaround for the fire department were addressed.

Ordinance 11-12-065 allows for a waiver of the required minimum conservation land dedication, but requires "comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value. Because minimal public benefit will be achieved by setting aside .4 acres (10%) as a conservation easement, staff recommends that the requirement be waived in lieu of improvements to the Davis Creek Trail (which will be relocated and improved with a roadbase surface as shown on the plan) and some kind of restrictive easement to create a protected buffer around the trail

and minimize the removal of existing trees. Negotiations with the City Manager will need to take place to determine what, if any, comparable compensation in addition to the trail improvements and easement should be required to address the compensation amount. This should be done prior to Preliminary Plat approval, and finalized by the City Council at Final Plat approval.

Additional requirements from Davis County Flood Control may be forthcoming concerning maintenance easements around the two branches of Davis Creek which run through the property. The requirements will be addressed at the Preliminary Plat stage of approval.

Staff recommends that a significant buffer to preserve trees around the proposed trail location be required. There were citizen concerns expressed at the Planning Commission hearing about the loss of the existing trees in this area. The developer has expressed intent to have the trees preserved, and would not be against adding something stating they would protect all living trees. For these reasons, the Council may want to consider some kind of restrictive easement, perhaps anything south of the flood plain line on the plat or south of the northern line of any stream access easement required by the County, for example. This should also be addressed prior to Preliminary Plat.

Respectfully submitted,



Ken Klinker  
Planning Department

Review and Concur



Dave Millheim  
City Manager

**11-12-065 Waiver.**

Subject to the provisions set forth herein, any provision of this Chapter may be waived by the City upon a vote of not less than four (4) members of the City Council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the City Council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this Chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value.

**11-12-068 Fee in Lieu; Conservation Land Dedication.**

In the event a proposed conservation land dedication does not, in the City's legislative discretion, produce sufficient public benefit, the City may require the payment of a fee in lieu of the dedication of conservation land. The fee to be paid to the City shall be established as follows:

- (1) The City shall establish the amount of the fee to be paid by determining the value of land of the same general characteristics as the conservation land dedication which would be required absent the application of the provisions of this section. The City's determination of value may be based on land sales data in the City's possession or reasonably available, and the basis of the City's determination shall be made available to the Applicant.
- (2) In the event the Applicant disagrees with the City's determination of the amount of the fee in lieu, the Applicant may, at its sole expense, submit an appraisal report from a licensed and Certified General Appraiser to establish the value of the proposed conservation land dedication. The value as established in a qualifying appraisal shall be the amount of the fee in lieu of conservation land dedication.
- (3) Any amount received by the City in lieu of conservation land dedication shall be set aside solely for open space and/or park acquisition and/or development.



CITY COUNCIL AGENDA

For Council Meeting:  
February 19, 2013

**S U B J E C T: Consideration of Final Plat Approval for Farmington Creek Estates  
Phase IV and Accompanying Development Agreement**

**ACTION TO BE CONSIDERED:**

See enclosed staff report for recommendation.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Christy Alexander.

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

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DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Christy J. Alexander, Associate City Planner

Date: February 19, 2013

SUBJECT: **APPROVAL OF A FINAL PLAT AND DEVELOPMENT AGREEMENT FOR THE FARMINGTON CREEK ESTATES PHASE 4**

### RECOMMENDATION

1. Approve the enclosed Final Plat for the Farmington Creek Estates Phase 4 Subdivision (7 lots) located at approximately 1100 West and Country Lane, subject to the conditions and findings as set forth in the attached Planning Commission Staff Report.
2. Approve the enclosed Development Agreement for the Farmington Creek Estates Phase 4 Subdivision.

### BACKGROUND

The applicant, Candland Olsen, is requesting Final Plat approval for a major PUD subdivision on property located at approximately 1100 West and Country Lane. The proposed subdivision plat is Phase 4 and contains a total of 7 lots on 3.65 acres of property. The underlying zone for this property is an AE (PUD) zone. Candland Olsen is proposing this Phase 4 adjacent to the existing Farmington Creek Estates Phases 1-3 Subdivision that has been built. Since the subdivision requires the dedication of a public road, the approval process consists of a Schematic Plan, Preliminary Plat and Final Plat. Mr. Olsen had previously received approvals for the schematic and preliminary plat years ago for Phase 4 but his approvals have expired as the development agreement has expired. The project is consistent with the previous Development Agreement and Master Plan for the area and will be the final phase of the entire Farmington Creek Estates Subdivision.

The applicant returned to the City with his plans to receive a new Schematic Plan approval earlier in 2012. Candland Olsen received Schematic Plan approval for Phase 4 on June 19, 2012 and Preliminary Plat approval on December 13, 2012. He is now requesting Final Plat approval. The Planning Commission voted unanimously on January 10, 2013 to recommend this Final Plat for approval.

The new Development Agreement is consistent with previous Development Agreements as well as includes new items and issues that have come up since the signing of the old agreement. Please see enclosed agreement for your review.

Respectively Submitted



Christy J. Alexander  
Associate City Planner

Review and Concur



Dave Millheim  
City Manager



## Planning Commission Staff Report January 10, 2013

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### Item 4: Final Plat for the Farmington Creek Estates Phase 4 PUD Subdivision

Public Hearing:	No
Application No.:	S-3-12
Property Address:	Approximately 1100 West and Country Lane
General Plan Designation:	RRD (Rural Residential Density)
Zoning Designation:	AE-PUD (Agricultural Estates-Planned Unit Development)
Area:	3.65 Acres
Number of Lots:	7
Property Owner:	Candland Olsen
Agent:	Candland Olsen

Request: *Applicant is requesting a recommendation for Final Plat approval for the Farmington Creek Estates Phase 4 PUD Subdivision.*

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#### Background Information

The applicant, Candland Olsen, is requesting a recommendation for Final Plat approval for a major PUD subdivision on property located at approximately 1100 West and Country Lane. The proposed subdivision plat is Phase 4 and contains a total of 7 lots on 3.65 acres of property. The underlying zone for this property is an AE (PUD) zone. Candland Olsen is proposing this Phase 4 adjacent to the existing Farmington Creek Estates Phases 1-3 Subdivision that has been built. Since the subdivision requires the dedication of a public road, the approval process consists of a Schematic Plan, Preliminary Plat and Final Plat. Mr. Olsen had previously received approvals for the schematic and preliminary plat for Phase 4 but his approvals have expired as the development agreement has expired. The applicant returned to the City to receive a new Schematic Plan approval earlier in 2012. Candland Olsen received Schematic Plan approval for Phase 4 on June 19, 2012 and Preliminary Plat approval on December 13, 2012. He is now requesting a recommendation for Final Plat approval for Farmington Creek Estates Phase 4 PUD.

#### Suggested Motion

Move that the Planning Commission recommend that the City Council approve the proposed Final Plat for the Farmington Creek Estates Phase 4 PUD 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 plat recording;
2. The applicant submit a development agreement for the City Council to approve concurrent with Final Plat approval;
3. The applicant continues to work with the City Engineer regarding the proper sizing of the water lines along 1100 West and extends the line north and connects to 500 South.

**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 6 of the City's Subdivision Ordinance.
3. The project is consistent with the Development Agreement and the Master Plan for the area.

**Supplemental Information**

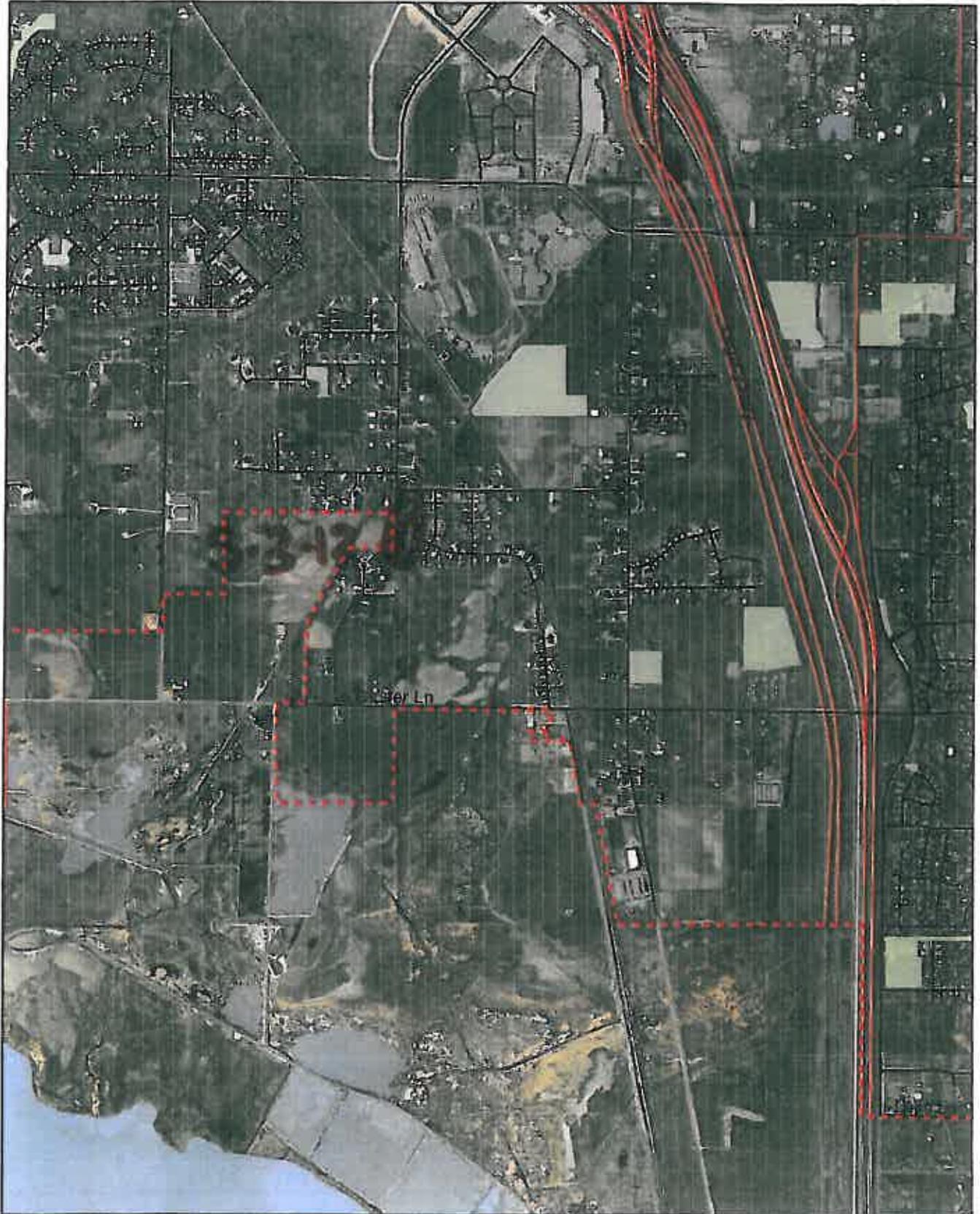
1. Vicinity Map
2. Farmington Creek Estates Phase 4 PUD Final Plat

**Applicable Ordinances**

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 10 – Agricultural Zones
4. Title 11, Chapter 27 – Planned Unit Developments

# VICINITY MAP - FARMINGTON CREEK ESTATES PH. 4

Farmington City





**DEVELOPMENT AGREEMENT  
FOR THE FARMINGTON CREEK ESTATES, PHASE IV, (PUD)**

**THE DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **Candland C. Olsen**, hereinafter referred to as the "Developer."

**RECITALS:**

A. Developer owns approximately 3.65 acres of property located within the City, which property is more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Property").

B. Developer has submitted an application to the City seeking approval of the project on the Property as a Planned Unit Development (PUD) subdivision in accordance with the City's Laws. Developer's project shall be known as Farmington Creek Estates, Phase IV, a Planned Unit Development Subdivision (the "Project").

C. On December 13, 2012, Developer received approval of a preliminary plat (the "Preliminary Plat") for the Project from the Farmington City Planning Commission. The Preliminary Plat provides for the development of 7 single-family residential lots.

D. Developer desires to develop the Property consisting of the 7 lots, collectively along with streets which are more particularly described and illustrated on the Final Plat for the Project as set forth in **Exhibit B** attached hereto and by this reference made a part hereof.

E. The Property is presently zoned under the City's zoning ordinance as AE (PUD). The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

F. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to those contained in the City's Laws.

**AGREEMENT**

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Final Plat.** In connection with the City's review and approval of this Agreement, the City has simultaneously held all public meetings necessary for the lawful approval of the Final Plat. The Final Plat is attached hereto as Exhibit B, has been approved by the City, and by this reference shall be made a part hereof. The Property shall be developed by the Developer and/or any subsequent developers as a Planned Unit Development in accordance with the approved Final Plat except as provided herein.

3. **Development of the Project.** The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. **Compliance with City Laws and Development Standards.** The Project and all portions thereof shall be developed in accordance with the City's Laws, the Preliminary Plat, the Final Plat, and this Agreement.

b. **Roads and Traffic.** Roads for the Project shall be developed in accordance with the City's Master Transportation Plan and the Development Plan.

i. Previously the Developer conveyed land to the City, in fee title, running the entire length of the west side of the Property for purpose of widening the adjacent street. This land shall be included in the Final Plat and shall be dedicated as part of the public right-of-way for 1100 West Street.

ii. Developer shall post a bond acceptable to the City, prior to recordation of the Final Plat and fully improve the 1100 West Street right-of-way the full length of the abutting Project excluding the bridge portion over Farmington Creek. The bridge portion will be constructed at a later time by the City. Improvements for 1100 West Street shall include but are not limited to curb and gutter on the east side of the right-of-way, asphalt for 27 feet in width extending from the west side of the curb and gutter, road base for 11 feet in width extending from the west side of the 27 feet of asphalt, sidewalk on the east side, and all related underground public improvements including under the bridge portion of the street.

iii. 1100 West is identified as a Major Collector on the City's Master Transportation Plan (MTP). A portion of the street constitutes a system improvement. The City and Developer shall enter into an agreement whereby the City will reimburse the Developer for the actual cost to construct 11 foot wide road base to the west of the 27 foot wide asphalt improvement described above.

c. **Flood Control.** Developer must obtain a Flood Control Permit from Davis County prior to recording the Final Plat. Developer shall convey an easement, acceptable

to the City and the County, along the Farmington Creek corridor for drainage and flood control purposes.

d. Building Permits. The City shall not issue any building permit on any lot or for any unit within the Project until water, fully-operational fire hydrants, sewer and any utility located under the street surface, including necessary grading, storm drains and/or subsurface drainage facilities pursuant to a subdivision grading and drainage plan required and approved by the City for the Project, are installed by the Developer and accepted by the City and/or appropriate agencies. The City shall not issue any building permits on any lot within the Project until the Developer provides As-built drawings acceptable to the City which have been prepared and certified by an engineer licensed by the State of Utah for all required public improvements related to the Project. Except as provided for in Section 12-2-045 of the Farmington City Code, no building permits shall be issued within the Project until the Developer provides continuous access to units or sites throughout the Project by a street or streets acceptable to the City with an all-weather asphalt or concrete surface sufficient to provide access for emergency vehicles. Developer hereby agrees to perform all work necessary to ensure that the streets will remain fully accessible at all times. The Developer agrees at the earliest time weather permits, to install, at Developer's sole expense, permanent hard surface material on all streets in the subdivision in accordance with the City's specifications.

e. Utilities and Infrastructure.

i. Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary and pressure irrigation water supply systems, and storm drainage facilities as required by the City for the Project up to the boundary lines of the Project and any off-site improvements required to serve the Project. Such installations shall be done according to the reasonable and customary design and construction standards of the utility providers and the City Engineer.

ii. Developer shall make arrangements with and shall comply with the requirements of the Central Davis Sewer District to provide public sanitary sewer service to the Project and all phases thereof.

iii. All off-site improvements will be constructed and installed in a timely manner in order to coincide with development of the various phases of the Project.

iv. Developer shall make arrangements with and shall comply with all of the requirements of the Weber Basin Water Conservancy District ("Weber Basin") to provide secondary water service to each lot within the Project. Where appropriate, Developer shall construct secondary water lines and facilities for the Project in a manner acceptable to Weber Basin in order to ensure delivery of secondary water to properties located within the Project.

v. All public improvements for the Project shall be constructed and installed at the Developer's sole expense in accordance with the City's construction standards and the City's Laws.

vi. City shall enter into an agreement with the Developer whereby it agrees to reimburse Developer the actual cost of upsizing any culinary water line above 8" in diameter, including related improvements, to accommodate any such increase in pipe size.

f. FEMA Floodplain. The Developer must obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (FEMA) removing the "Zone A - No base flood elevations determined" designation from the FEMA Flood Insurance Rate Map (FIRM Community Panel Number 49011C 0381 E, June 18, 2007) for the entire Property prior to the issuance of any building permit for the Project by the City.

g. Grading and Drainage, Storm-water Run-off, Erosion Control, and Revegetation Plans. Developer shall provide a grading and drainage, erosion control and revegetation plans for the Project for review and approval by the City. These plans for the Project shall be prepared by a licensed engineer, and a landscape architect or other appropriate nursery professional mutually agreed upon by the parties. These plans shall identify the type and show the location of existing vegetation, the vegetation to be removed and method of disposal, or stabilization measures to be installed while new vegetation is being established. All areas of the Project cleared of natural vegetation in the course of construction shall be replanted with vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. Developer shall prepare an erosion control plan and implement best management practices (BMP's) altogether acceptable to the City designed to minimize erosion and displacement of soils from the site consistent with the City's Storm Water Management Plan. Developer shall post a bond acceptable to the City to ensure implementation of the grading and drainage, erosion control, and revegetation plans for the Project. The warranty period for this bond shall not be less than two growing seasons from the time the planting of the revegetation is complete.

h. Easements. All required easements, including temporary construction easements, for infrastructure improvements will be granted at no cost to the City and its contractors by the Developer and its successors and assigns for the construction of any public improvements required by the City. These easements shall be subject to the approval of the City Engineer and the City Attorney. Developer hereby agrees to grant and convey at no cost to the City a satisfactory easement for drainage pipes across the Property to be shown on and dedicated as part of final plats for each phase of the Project in locations mutually satisfactory to the City and the Developer. The City shall have the right to determine the amount of flows to be passed through the easement. The drainage

easements shall provide for the flow of water and drainage over and through the Property at the locations specified in said easements.

i. Dedication and Donation. Prior to, or concurrent with, the recording of the Final Plat for the Project in the office of the Davis County Recorder, the Developer agrees to dedicate, transfer and voluntarily donate to the City all required easements for the purposes of constructing, installing, operating, maintaining, repairing and replacing public utilities and improvements located within the Project by the Developer. Developer will take such actions as are necessary to obtain release of any monetary encumbrances on any property to be dedicated to the City at the time of final plat approval for the Project and to cause the owner of the Property to dedicate and donate the same without cost to the City.

j. Required Changes. If any revisions or corrections of plats or plans already approved by the City shall be required by any other governmental entity having jurisdiction or lending institutions involved in financing, the Developer and the City shall cooperate where appropriate to obtain or develop reasonable, mutually acceptable alternative plans or plats. Developer shall have the sole duty and responsibility to obtain approval from any other governmental entities having jurisdiction with respect to the Project as needed.

k. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the development standards of the City, the City's Laws and the terms of this Agreement. All required public improvements for the Project shall be constructed in accordance with the City's construction standards and shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. Except for the City's obligations set forth in the parties' Sales Agreement, the Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

i. Security. Developer shall provide the City with security in a form satisfactory to the City to guarantee the installation and completion of all public improvements to be constructed by Developer within the Project and/or the Property or any portion thereof, as required in accordance with the City's Laws.

Security provided by the Developer shall also include funds to ensure revegetation acceptable to the City consistent with a revegetation plan prepared by Developer and approved by the City for all cuts and fills or any and all graded and disturbed areas related to the Project.

ii. **Inspection by the City.** The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer and its assigns or their contractors. No work involving excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved. Developer, or its assigns as the case may be, shall warrant the materials and workmanship of all public improvements installed by Developer and its contractors within the Project and to be dedicated to the City for a period of twenty-four (24) months from and after the date of final inspection and approval by the City of the improvements in that phase. All buildings shall be inspected in accordance with the provisions of the International Building Code.

iii. **Maintenance During Construction.** During construction, the Developer and the City and their contractors shall keep the Project and all affected public streets therein, free and clear from any unreasonable accumulation of debris, waste materials, mud, and any nuisances created by their actions, and shall contain their construction debris and provide dust and mud control so as to prevent the scattering via wind and/or water.

4. **Payment of Fees.** The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures, requirements, adoption by City.

5. **City Obligations.** Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City and to provide standard municipal services to the Project including, but not limited to, police and fire protection subject to the payment of all fees and charges charged or levied therefore by the City.

6. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

7. **Right of Access.** Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

8. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

9. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: Candland C. Olsen  
776 Woodmoor Circle  
Bountiful, Utah 84010

To the City: Farmington City  
Attn: City Manager  
160 South Main Street  
Farmington, Utah 84025-0160

10. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

- a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
- b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
- c. The right to draw upon any security posted or provided in connection with the Project.
- d. The right to terminate this Agreement.
- e. The rights and remedies set forth herein shall be cumulative.

11. **Attorneys Fees.** In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

12. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

13. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

14. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

15. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

16. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

17. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

18. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

19. **Termination.** Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project is not completed within three (3) years from the date of this Agreement or in the event the Developer does not comply with the City's Laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement. Such termination may be effected by the City by giving written notice of intent to terminate to the Developer set forth herein. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

20. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

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

**“CITY”**

**FARMINGTON CITY**

ATTEST:

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

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

**“DEVELOPER”**

**CANDLAND C. OLSEN**

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

its: \_\_\_\_\_

**CITY ACKNOWLEDGMENT**

STATE OF UTAH            )  
                                      :ss.  
COUNTY OF DAVIS        )

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

\_\_\_\_\_

My Commission Expires:

Notary Public  
Residing at:

\_\_\_\_\_

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF DAVIS        )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared before me, \_\_\_\_\_, who being by me duly sworn, did say that he is **Candland C. Olsen**, and that the foregoing instrument was signed on behalf of said developer and duly acknowledged to me that he executed the same.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Residing at:

\_\_\_\_\_

**EXHIBIT A**  
**Property Description**

BEGINNING AT A POINT SOUTH 00°08'10" EAST 298.50 FEET AND WEST 12.01 FEET FROM THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING;

THENCE SOUTH 89°48'10" EAST 200.04 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 116 AS RECORDED IN THE FARMINGTON CREEK ESTATES PHASE 1 PLAT;

THENCE ALONG THE WEST BOUNDARIES OF LOTS 116, 115, AND 114 SOUTH 360.16 FEET TO A POINT ON THE FARMINGTON CREEK ESTATES PHASE 2 BOUNDARY;

THENCE ALONG SAID PHASE 2 BOUNDARY LINE THE FOLLOWING THREE COURSES;

(1) SOUTH 11°12'31" WEST 195.40 FEET;

(2) SOUTH 03°41'10" WEST 103.80 FEET;

(3) SOUTH 229.45 FEET TO AN EXISTING FENCE;

THENCE WEST ALONG SAID FENCE, 155.38 FEET TO THE EAST LINE OF 1100 WEST ROAD;

THENCE NORTHWESTERLY ALONG SAID 1100 WEST ROAD, 3.57 FEET ALONG THE ARC OF A .960.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 00°08'24" WEST 3.57 FEET);

THENCE NORTH ALONG 1100 WEST ROAD, 881.98 FEET TO THE POINT OF BEGINNING.  
CONTAINING 3.65 ACRES.

**EXHIBIT B**

**Final Plat**



CITY COUNCIL AGENDA

For Council Meeting:  
February 19, 2013

**S U B J E C T:** Continuation of Farmington Creek Estates Phase 1 Plat Amendment

**ACTION TO BE CONSIDERED:**

See enclosed staff report for recommendation.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Christy Alexander.

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: Christy J. Alexander, Associate City Planner

Date: February 19, 2013

SUBJECT: **CONTINUATION OF FARMINGTON CREEK ESTATES PHASE 1 PLAT AMENDMENT**

### RECOMMENDATION

Approve the enclosed Ordinance and Vacation Order amending the Farmington Creek Estates Subdivision Phase 1, by vacating all of the 15' wide public horse path, 15' Public Utilities Easement running east/west to the south of the creek, and Park Parcel A, whereby a subdivision plat may be created in the stead thereof, subject to the following:

1. The City must grant final approval to a future plat (Phase 4) encompassing the area now constituting the 15' wide public horse path, 15' Public Utilities Easement running east/west to the south of the creek, and Park Parcel A of the Farmington Creek Estates Subdivision Phase 1.
2. The Ordinance and Vacation Order must be recorded immediately prior to the recordation of any such subdivision plat.

### BACKGROUND

Candland Olsen is requesting the City Council approve 7 lots in his Farmington Creek Estates Subdivision Phase 4 at the February 19, 2013 meeting. Prior to that happening the City Council should amend the Phase 1 plat to vacate the 15' wide horse path running along the rear and west of lots 114, 115, & 116 as well as the 15' Public Utilities Easement running east/west to the south of the creek, and the Park Parcel A to the west of Lot 116 surrounding Farmington Creek on the southeast corner of 500 South and 1100 West. These parcels being requested to be vacated are private property owned in fee title by Mr. Olsen and are not public property as such. The City had previously required Mr. Olsen to deed the City an additional 7 foot wide strip of his property running the entire length of 1100 West. Because the horse path, public utilities easement, and park parcel are not functioning as previously intended and due to Mr. Olsen agreeing to give the City 7 additional feet, Staff recommends that these parcels be vacated and become part of Mr. Olsen's Phase 4.

The drainage issue that was a concern of the property owners at the February 5<sup>th</sup> City Council meeting has been addressed. The developer has provided a very specific drainage plan so as to not affect the lots in previous phases with this new development. Staff and Cory Ritz met with these property owners on February 12<sup>th</sup> and the residents were all ok with the proposed drainage plan. Since that last meeting Staff also found that the 15' Public Utilities Easement running east/west to the south of the creek is

unnecessary as the proposed water line will loop through 1100 West to 500 South and as such should be vacated along with the horse path and park parcel.

The Council also directed staff to provide findings that suffice State Code 10-91-609 (1) (a) which states that the land use authority may approve the vacation of a plat if they find that "there is good cause for the vacation." The following findings may assist the Council in their decision.

Findings:

1. The City had previously required Mr. Olsen to deed the City an additional 7 foot wide strip of his property running the entire length of 1100 West in exchange for the 15' public horse path and now Mr. Olsen owns the horse path in fee title. And as such the horse path has not remained public as per Agreement 1999-47.
2. The City has never used the existing 15' Public Utilities Easement running east/west along the south side of Farmington Creek and now will require the culinary water line and all other utilities to be placed under 1100 West and run north/south to connect to 500 South.
3. The City deeded the Park Parcel A in fee title to Mr. Olsen before the recordation of the Phase 1 plat and no evidence was found in any agreements nor on any plats to suggest it was ever intended to be a public park for the Farmington Creek Estates subdivision. The words "Park Parcel A" should have been taken off the plat when the plat was first recorded and the City views this as an overlooked error.

Respectively Submitted



Christy J. Alexander  
Associate City Planner

Review and Concur



Dave Millheim  
City Manager

**ORDINANCE NO. 2013 -**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AN ORDER VACATING AND AMENDING THE 15' WIDE PUBLIC HORSE PATH, 15' PUBLIC UTILITIES EASEMENT RUNNING EAST/WEST SOUTH OF THE CREEK AND PARK PARCEL A OF THE FARMINGTON CREEK ESTATES SUBDIVISION PHASE 1 AND DIRECTING THAT THE SAME BE RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE.**

**WHEREAS**, the City has previously received a petition from **Candland L. & Alice T. Olsen**, fee owner, as shown on the last county assessment rolls, of land within the Farmington Creek Estates Subdivision Phase 1, to have the 15' Wide Public Horse Path, 15' Public Utilities Easement running east/west to the south of the creek, and Park Parcel A of such subdivision vacated in order to provide for the filing of the Farmington Creek Estates Subdivision Phase 4; and

**WHEREAS**, the petition was signed by all owners of record of property within 15' Wide Public Horse Path, 15' Public Utilities Easement running east/west to the south of the creek, and Park Parcel A of the Farmington Creek Estates Subdivision Phase 1 and a public hearing regarding the petition was held on February 5, 2013; and

**WHEREAS**, the City Council is satisfied that neither the public nor any person will be materially injured by the proposed vacation of and amendment of 15' Wide Public Horse Path, 15' Public Utilities Easement running east/west to the south of the creek, and Park Parcel A of the Farmington Creek Estates Subdivision Phase 1; and

**WHEREAS**, the City Council desires to approve the vacation of and amendment to 15' Wide Public Horse Path, 15' Public Utilities Easement running east/west to the south of the creek, and Park Parcel A of the Farmington Creek Estates Subdivision Phase 1.

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

**Section 1. Vacation and Amendment.** The City Council hereby finds that neither the public nor any person will be materially injured by the proposed vacation of 15' Wide Public Horse Path, 15' Public Utilities Easement running east/west to the south of the creek, and Park Parcel A of the Farmington Creek Estates Subdivision Phase 1 and hereby authorizes the Mayor to enter into a Vacation and Amendment Order vacating and amending the same.

**Section 2. Recording.** The Mayor is further directed to cause the Vacation Order to be recorded in the office of the Davis County Recorder's Office in accordance with Utah Code Ann. § 10-9-810(c), as amended.

**Section 3. Severability Clause.** If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all provisions, clauses and words of this Ordinance shall be severable.

**Section 4. Effective Date.** This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS 19th day of February, 2013.

**FARMINGTON CITY**

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

ATTEST:

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

**VACATION AND AMENDMENT ORDER NO. 2013 -**

A petition having been submitted in writing by **Candland L. & Alice T. Olsen**, fee owner, as shown on the last county assessment rolls, of land within the Farmington Creek Estates Subdivision Phase 1, being a portion of the Northwest ¼ of Section 25 & the Northeast ¼ of Section 26, T3N, R1W, SLB&M, Farmington City, Davis County, Utah, as shown in the recorded plat of the Farmington Creek Estates Subdivision Phase 1.

The City Council of Farmington City, Utah, hereby finds and determines that neither the public nor any person will be materially injured by the vacation and amendment to 15' Wide Public Horse Path, 15' Public Utilities Easement running east/west to the south of the creek, and Park Parcel A of the Farmington Creek Estates Subdivision Phase 1 and that there is good cause for vacating and amending the same.

NOW, THEREFORE, IT IS HEREBY ORDERED that 15' Wide Public Horse Path, 15' Public Utilities Easement running east/west to the south of the creek, and Park Parcel A of the Farmington Creek Estates Subdivision Phase 1 previously filed in the office of the Davis County Recorder, State of Utah, on the 19<sup>th</sup> day of September, 1995, in Book 1917 of the official records, Page 245, Entry No. 120033, be and the same is hereby vacated and amended pursuant to law to allow for the creation of a subdivision plat for the property to be recorded hereafter creating the Farmington Creek Estates Subdivision Phase 4.

APPROVED AND ORDERED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, ON THIS 5th day of February, 2013.

FARMINGTON CITY

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

ATTEST:

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



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dedication established by this section does not  
 liability upon the municipality for streets and other  
 uses that are dedicated in this manner but are  
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**Vacating, altering, or amending a subdivi-  
 sion plat.**

A fee owner of land, as shown on the last county  
 ment roll, in a subdivision that has been laid out  
 as provided in this part may file a written  
 with the land use authority to have some or all of  
 the lot vacated or amended.

If a petition is filed under Subsection (1)(a), the land  
 authority shall hold a public hearing within 45 days  
 of the day on which the petition is filed if:

- (i) any owner within the plat notifies the municipa-  
 lity of the owner's objection in writing within 10  
 days of mailed notification; or
- (ii) a public hearing is required because all of the  
 owners in the subdivision have not signed the revised  
 plat.

Unless a local ordinance provides otherwise, the public  
 requirement of Subsection (1)(b) does not apply and a  
 authority may consider at a public meeting an  
 petition to vacate or amend a subdivision plat if:  
 the petition seeks to:

- (i) join two or more of the petitioner fee owner's  
 contiguous lots;
- (ii) subdivide one or more of the petitioning fee  
 owner's lots, if the subdivision will not result in a  
 violation of a land use ordinance or a development  
 ordinance;
- (iii) adjust the lot lines of adjoining lots or parcels  
 if the fee owners of each of the adjoining lots or  
 parcels join in the petition, regardless of whether the  
 lots or parcels are located in the same subdivision;
- (iv) on a lot owned by the petitioning fee owner,  
 adjust an internal lot restriction imposed by the local  
 political subdivision; or
- (v) alter the plat in a manner that does not change  
 existing boundaries or other attributes of lots within  
 the subdivision that are not:

- (A) owned by the petitioner; or
- (B) designated as a common area; and

(b) notice has been given to adjacent property owners  
 in accordance with any applicable local ordinance.

(3) Each request to vacate or amend a plat that contains a  
 request to vacate or amend a public street, right-of-way, or  
 easement is also subject to Section 10-9a-609.5.

(4) Each petition to vacate or amend an entire plat or a  
 portion of a plat shall include:

- (a) the name and address of each owner of record of the  
 land contained in the entire plat or on that portion of the  
 plat described in the petition; and
- (b) the signature of each owner described in Subsection  
 (4)(a) who consents to the petition.

(5) (a) The owners of record of adjacent parcels that are  
 described by either a metes and bounds description or by  
 a recorded plat may exchange title to portions of those  
 parcels if the exchange of title is approved by the land use  
 authority in accordance with Subsection (5)(b).

(b) The land use authority shall approve an exchange  
 of title under Subsection (5)(a) if the exchange of title will  
 not result in a violation of any land use ordinance.

(c) If an exchange of title is approved under Subsection  
 (5)(b):

- (i) a notice of approval shall be recorded in the  
 office of the county recorder which:  
 (A) is executed by each owner included in the  
 exchange and by the land use authority;  
 (B) contains an acknowledgment for each  
 party executing the notice in accordance with the

provisions of Title 57, Chapter 2a, Recognition of  
 Acknowledgments Act; and

(C) recites the descriptions of both the original  
 parcels and the parcels created by the exchange  
 of title; and

(ii) a document of conveyance shall be recorded in  
 the office of the county recorder.

(d) A notice of approval recorded under this Subsection  
 (5) does not act as a conveyance of title to real property  
 and is not required in order to record a document convey-  
 ing title to real property.

(6) (a) The name of a recorded subdivision may be changed  
 by recording an amended plat making that change, as  
 provided in this section and subject to Subsection (6)(c).

(b) The surveyor preparing the amended plat shall  
 certify that the surveyor:

(i) holds a license in accordance with Title 58,  
 Chapter 22, Professional Engineers and Professional  
 Land Surveyors Licensing Act;

(ii) has completed a survey of the property de-  
 scribed on the plat in accordance with Section 17-  
 23-17 and has verified all measurements; and

(iii) has placed monuments as represented on the  
 plat.

(c) An owner of land may not submit for recording an  
 amended plat that gives the subdivision described in the  
 amended plat the same name as a subdivision in a plat  
 already recorded in the county recorder's office.

(d) Except as provided in Subsection (6)(a), the record-  
 ing of a declaration or other document that purports to  
 change the name of a recorded plat is void. 2010

**10-9a-609. Land use authority approval of vacation or  
 amendment of plat — Recording the amended  
 plat.**

(1) The land use authority may approve the vacation or  
 amendment of a plat by signing an amended plat showing the  
 vacation or amendment if the land use authority finds that:

- (a) there is good cause for the vacation or amendment;  
 and
- (b) no public street, right-of-way, or easement has been  
 vacated or amended.

(2) The land use authority shall ensure that the amended  
 plat showing the vacation or amendment is recorded in the  
 office of the county recorder in which the land is located.

(3) A legislative body may vacate a subdivision or a portion  
 of a subdivision by recording in the county recorder's office an  
 ordinance describing the subdivision or the portion being  
 vacated.

(4) An amended plat may not be submitted to the county  
 recorder for recording unless it is signed, acknowledged, and  
 dedicated by each owner of record of the portion of the plat  
 that is amended.

(5) A management committee may sign and dedicate an  
 amended plat as provided in Title 57, Chapter 8, Condomin-  
 ium Ownership Act.

(6) A plat may be corrected as provided in Section 57-3-106.  
 2010

**10-9a-609.5. Vacating a street, right-of-way, or ease-  
 ment.**

(1) A petition to vacate some or all of a public street,  
 right-of-way, or easement shall include:

- (a) the name and address of each owner of record of  
 land that is:  
 (i) adjacent to the public street, right-of-way, or  
 easement; or  
 (ii) accessed exclusively by or within 300 feet of the  
 public street, right-of-way, or easement; and
- (b) the signature of each owner under Subsection (1)(a)  
 who consents to the vacation.

CITY COUNCIL AGENDA

For Council Meeting:  
February 19, 2013

**S U B J E C T: Interlocal Cooperation Agreement for Construction of a Public Trail System along the Denver and Rio Grande Railroad Right of way**

**ACTION TO BE CONSIDERED:**

By minute motion, authorize the Mayor to execute the attached interlocal cooperation agreement between Farmington, Centerville and Davis County for the last portion of the DNRG public trail system.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Dave Milheim.

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: February 14, 2013

SUBJECT: **INTERLOCAL COOPERATION AGREEMENT FOR  
CONSTRUCTION OF A PUBLIC TRAIL SYSTEM ALONG THE  
DENVER AND RIO GRANDE RAILROAD RIGHT OF WAY**

### RECOMMENDATION

By minute motion, authorize the Mayor to execute the attached interlocal cooperation agreement between Farmington, Centerville and Davis County for the last portion of the DNRG public trail system.

### BACKGROUND

Staff has been working with the assistance of WFRC in getting the last section of the D&RGW Rail Trail funded and completed. Farmington has taken the lead as project administrator to get the last portion built. This portion of the trail is approximately three miles and goes through Southern Farmington, Centerville and portions of Davis County. UTA owes the right of way and is agreeing to allow the ground to be used for the said trail. The project cost estimate is \$811,568 with \$720,200 coming from two different federal aid sources which become available once the local match portion of \$91,358 is approved and escrowed. The City Council approved this concept a few months ago but wanted the escrowed funds collected and deposited by the respective jurisdictions so all would be committed to the project. This agreement approves requires those escrowed funds to be collected and sent to UDOT so the project can begin. Whatever funds not used once the project closes out would be refunded to the local jurisdiction(s) on a proportionate basis. We would anticipate construction to be completed later this year.

Respectfully Submitted

Dave Millheim  
City Manager

Cc: George Chipman, Trails Committee Chair

**INTERLOCAL COOPERATION AGREEMENT  
FOR CONSTRUCTION OF A PUBLIC TRAIL SYSTEM ALONG THE DENVER AND  
RIO GRANDE RAILROAD RIGHT OF WAY**

**THIS INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is made and entered into as of the \_\_\_\_\_ day of February, 2013, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as "Farmington," **CENTERVILLE CITY**, a Utah municipal corporation, hereinafter referred to as "Centerville," and **DAVIS COUNTY**, a Utah municipal corporation, hereinafter referred to as "the County."

**WITNESSETH:**

**WHEREAS**, Title 11, Chapter 13 of the *Utah Code Annotated*, 1953, as amended, authorizes contracts between public agencies for the performance of any governmental services or activity which each public agency is authorized to perform and further authorizes agreements for joint or cooperative action between such agencies; and

**WHEREAS**, the Parties to this Agreement are governmental entities operating within Davis County, State of Utah, and are empowered to construct and maintain trails and related facilities for the benefit of the citizens of the Cities and the County; and

**WHEREAS**, the Parties desire to complete a final section of the Denver and Rio Grande Rail Trail which trail passes through Farmington and Centerville Cities and a portion of unincorporated Davis County; and

**WHEREAS**, the Parties herewith previously entered into or will enter into Interlocal Agreements regarding the development and operation of a Rails to Trails Project on the UTA owned Denver and Rio Grande Western Railroad Corridor providing for the construction, maintenance and operation of a public trail along the Denver and Rio Grande Western right-of-way; and

**WHEREAS**, the Parties now desire to extend and complete the trail right-of-way through their respective jurisdictions; and

**WHEREAS**, the Parties desire to reduce their respective understandings and agreement to writing.

**AGREEMENT**

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

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

2. **Federal Aid Agreement.** To accomplish the purposes of this Interlocal Agreement Farmington City has entered into that certain Federal Aid Agreement for the Local Agency Project, CFDA No. 20.205 ("the Federal Aid Agreement"), providing for the construction of the Denver and Rio Grande Western Rail Trail Centerville to Farmington section. Farmington City has agreed between the Parties to act as the Local Agency for the purpose of administering construction of the trail project under the federal grant. Pursuant to that Agreement, Farmington City has escrowed, or will place in escrow, available funds in the sum of not less than Ninety-One Thousand Three Hundred Fifty-Eight Dollars (\$91,358), which sum represents the local government match required under the Federal Aid Agreement for the Local Agency Project. Consistent with its designation as the Local Agency pursuant to the Federal Aid Agreement, Farmington City hereby agrees to administer construction of the trail project and to comply with all terms and conditions of the Federal Aid Agreement for Local Agency Project, as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

3. **Contribution from Centerville City and Davis County.** The Parties hereby agree to share equally the financial obligations of the Local Agency of the Federal Aid Agreement. Centerville City and Davis County hereby agree to pay to Farmington City, for purposes of placing in escrow as provided in Section 5, the amount of not less than Thirty Thousand Four Hundred Fifty-Three Dollars (\$30,453) within twenty (20) business days of the execution of this Agreement. The escrowed funds shall be utilized to satisfy obligations of the Local Agency for the Federal Aid Agreement. Farmington City shall make such payments from the escrowed funds as may be required under the Federal Aid Agreement to the Utah Department of Transportation to satisfy the obligations of the Local Agency for the construction of the trail segment. The Parties specifically acknowledge that they are aware that upon request for payment, Farmington City shall be required to remit payment to the Utah Department of Transportation within thirty (30) days.

4. **Agreement for Cost Overruns.** The Parties affirm that they have reviewed the Federal Aid Agreement and further hereby agree that they shall also be liable, in equal one-third (1/3) shares, for all costs of construction under the Federal Aid Agreement which exceed the contract price and the escrowed local match amount. In addition, should costs required of Farmington City as the Local Agency be less than the escrowed amount, the Parties shall be refunded the balance of the escrowed amounts in equal one-third shares.

5. **Indemnities.** Except as specifically provided otherwise herein, each party shall be responsible for and shall defend the actions of its own employees, negligent or otherwise, performed pursuant with provisions of this Agreement. Each party waives all claims and recourse against the other parties in connection with any claim arising out of or connected with the conduct of any of the activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activity of such Party as contemplated by this Agreement. Furthermore, each party agrees to indemnify and hold the other Party harmless for any claim, injury, or damage arising out of or connected with the actions or omissions of such other Party in connection with any activity contemplated by this Agreement. Each Party agrees

to maintain public liability insurance coverage during the term of this Agreement with coverage in an amount not less than a Combined Single Limit of \$2,000,000 per occurrence and any additional amount or annual increases which may be required by Utah's Governmental Immunity Act or other legislative action.

6. **Term.** This Agreement shall be effective for a period of five (5) years commencing as of the date of this Agreement unless sooner terminated as provided herein. The Agreement shall be terminated upon completion of the Trail Project and final payment of all sums due under the Federal Aid Agreement.

7. **No Separate Legal Entity.** No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a designated representative from each of the respective parties hereto acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement. The ownership and maintenance obligations for the constructed trail facilities shall be addressed by separate interlocal agreement between each respective party and the Utah Transit Authority (UTA).

8. **Separate Entities.** Each party shall be solely responsible for providing workman's compensation, wages and benefits for its own personnel who provide any assistance under this Agreement.

9. **Approval as to Form.** This Agreement shall be submitted to the authorized attorney for each party for approval as to form in accordance with Section 11-13-202.5 of the *Utah Code Annotated*, 1953, as amended.

10. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11. **Beneficiaries.** This Agreement is not intended to benefit any person or entity not named as a party hereto.

12. **Default.** If any party fails to perform its obligations hereunder or to comply with the terms hereof, the non-defaulting party shall have all rights and remedies available at law and in equity.

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

14. **Resolution of Approval.** Each of the parties hereto shall cause the governing body of that party to pass a resolution authorizing said party to enter into this Agreement.

*[signature page to follow]*

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

**FARMINGTON CITY**

**ATTEST:**

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

\_\_\_\_\_  
Todd Godfrey, Farmington City Attorney

By: \_\_\_\_\_  
Mayor Scott Harbertson

**CENTERVILLE CITY**

**ATTEST:**

\_\_\_\_\_  
Marsha Morrow, City Recorder

\_\_\_\_\_  
Lisa G. Romney, Centerville City Attorney

By: \_\_\_\_\_  
Mayor Ronald G. Russell

**DAVIS COUNTY**

**ATTEST:**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Attorney

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

CITY COUNCIL AGENDA

For Council Meeting:  
February 19, 2013

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

1. Approval of Minutes from February 5, 2013
2. Proposed Spring Creek Estates Open Space Conservation Easement
3. Ratification of Storm Water Bond Log
4. First Supplemental Development Agreement for Park Lane Commons

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**  
February 5, 2013

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**WORK SESSION**

*Present: Mayor Scott Harbertson, Council Members Cory Ritz, Cindy Roybal and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Associate City Planner Christy Alexander, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Members John Bilton and Jim Talbot were excused.*

**Information regarding the City's Emergency Operations Plan (EOP)**

**Paul White**, Farmington City's Emergency Preparedness Coordinator, provided information regarding the role of the Mayor and City Council during emergencies. A copy of Farmington City's Public Officials Emergency Guide was also provided.

**Farmington Creek Estates Phase 1 Plat Amendment**

**David Petersen** provided background information regarding this item, and there was discussion related to the horse path, park parcel, and drainage problems.

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**REGULAR SESSION**

*Present: Mayor Scott Harbertson, Council Members Cory Ritz, Cindy Roybal and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Associate City Planner Christy Alexander, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Members John Bilton and Jim Talbot were excused.*

**CALL TO ORDER**

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

The invocation was offered by **Mayor Harbertson**, and the Pledge of Allegiance was led by local Boy Scout **Brennan Williams** of Troop 885.

**REPORTS OF COMMITTEES/MUNICIPAL OFFICERS**

**Executive Summary for Planning Commission meeting held January 10, 2013**

The Summary was included in the staff report, and there were no further comments and/or questions.

**Presentation for 20 years of dedicated service to Dale Scow**

Police Chief **Wayne Hansen** presented a 20-year service ring to Officer **Dale Scow** and thanked him for his dedication to the Farmington Police Department.

**Annual Progress Report of the Farmington Trails Committee**

Trails Committee Chair **George Chipman** highlighted a few items from the 2012 Progress Report: 6.2 miles of new trails and 8 Eagle Scout Projects were completed, additional kiosks were installed, and Harmon's has a bike valet service. The first Farmington City Trails Master Plan included 5 trails (20 miles) in the City, and there are currently 34 trails (111 miles) of trails in the City. **Mayor Harbertson** and **Cindy Roybal** thanked him and his Committee for the many years of dedicated service they have provided to the City.

**PUBLIC HEARINGS:**

**Farmington Creek Estates Phase 1 Plat Amendment**

**Christy Alexander** said the developer is asking for approval of the final 7 lots in this Subdivision; however, a 15-foot horse path and a 7-foot strip of property both need to be vacated prior to approval. The Code states: "The land use authority may approve the vacation or amendment of a plat by signing an amended plat showing the vacation or amendment if they find that: (a) there is good cause for the vacation or amendment."

**Candland Olsen**, 776 Woodmoor Circle, Bountiful, has owned this property for 40 years, and when the first phase was approved, the City took ownership of the horse trail. Several years later the City wanted to exchange the 15-foot wide horse trail for 7 feet along 1100 West, but it was not properly documented.

*Public Hearing opened at 7:25 p.m.*

**Dwane Palmer**, 516 South 1025 West, Lot 116, and **Jeremy Palmer**, 552 South 1025 West, Lot 114 said when Lots 114, 115 and 116 were sold, the buyers were led to believe that the 15-foot space would always be a buffer. It was never completed and has been horse pasture and a junk collector through the years. They consider the larger issue to be drainage to the three lots—especially lot 114—and they do not want the City to approve the vacation until the drainage and flooding issues are mitigated.

*Public Hearing closed at 7:30 p.m.*

**Cory Ritz** shared some of the same concerns and said drainage issues have been a consistent problem throughout the entire area.

***Motion:***

**Cory Ritz** made a motion to table the request to amend the Farmington Creek Estates Subdivision Phase 1 by vacating all of the 15-foot wide public horse path and Park Parcel A until the February 19, 2013 meeting with the following conditions: (1) the new plat will be reviewed by the City Council; (2) an update on the drainage issues will be provided; and (3) staff will obtain legal advice to ensure that the "good cause" issue is properly addressed.

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

## SUMMARY ACTION

1. Approval of Minutes from January 15, 2013
2. Meadow View Subdivision Improvements Agreement
3. Oakwood Estates Phase 5 Subdivision Improvements Agreement
4. Appointment of Farmington Trails Committee Members
5. Policy and Procedures for Credit Card Purchases
6. Renewal of Contract with Davis County Animal Care and Control
7. General Plan Amendment – Public Tree Management Plan
8. 2013 Board of Adjustment Appointment

### *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 **Ritz, Roybal, and Young**.

## GOVERNING BODY REPORTS

### City Manager – Dave Millheim

- A Special City Council Meeting will be held at 6:00 p.m. on February 12, 2013. It will be a closed session to discuss the acquisition of real property (the Parks Department will present information related to a regional park. Following the closed session, the development agreement with The Haws Companies will be discussed.
- The Work Session on February 19<sup>th</sup> will include discussion regarding additional staffing for the Fire Department.
- Davis County has jurisdiction over flood control channels because many of the streams in the County run between multiples cities. However, under FEMA rules each City is supposed to approve and administer their own flood plan to ensure that the flood plain elevations are consistent. The City and County disagree on how the issue should be handled. The Council approved the schematic plan for the Kestrel Bay Townhomes with a condition that the flood plain issues are resolved. It is proving to be a difficult process and the issues have not yet been solved.
- An annual meeting with UDOT, Davis County Officials and cities in the County will be held on March 28, 2013 from 9:00-11:00 a.m. to discuss federal funding and upcoming state highway projects.

### Mayor – Scott Harbertson

- He thanked **Jim Young** and **Cory Ritz** for their assistance with the Youth City Council's Legislative Day. **Ken Jennings** was the guest speaker, and it was a worthwhile activity.
- He reminded **Jim Young** that the Utah League of Cities and Towns meets every Monday at 12:00 p.m. during the legislative session.

- He received a phone call from developers **Dave Rose** and **Richard Cook** who would like to schedule a meeting regarding a 112-unit condominium project they are planning north of the Chevron station. A meeting was set for Monday, February 11, 2013.
- He and the City Manager attended a meeting with Davis County, the Davis School District and the County Sheriff's Department to discuss pertinent issues, including access to the canyon and crossing guards. The meetings will be held on a quarterly basis with the next meeting being held in April.
- He met with the County Health Department regarding the issue of allowing restaurants to open their doors and said the FDA has a rule that all open air spaces must be a certain distance away from the kitchen.
- He asked the City Recorder to make sure that each resident in the Park Lane Commons apartment building is receiving the City newsletter each month.
- There will be a ceremony on February 9<sup>th</sup> to rename the Nature Center.

### City Council

#### *Cory Ritz*

- He asked what the City's code is related to snow removal. **Cory Ritz** said he has seen children walking in the street in the Clark Lane/1525 West area because the sidewalks have not been cleared. **Dave Millheim** said the ordinance states that following a storm a resident is required to clear their driveway and sidewalks within 48 hours. He has received 30-50 emails during the last month regarding the great job or terrible job performed by the City's snow removal crew. Although the code exists for a legitimate reason, it is difficult to choose which areas to crack down on. The **Mayor** and the Council agreed that some enforcement is necessary and that citations should be issued on a complaint basis.
- The Trails Committee asked if they could use the Community Center for their Christmas party in 2013 (with no charge) and if they could include a map of City trails in the April utility bill. They would like the City to share the cost of the map, and George Chipman agreed to submit a cost proposal.
- He suggested that the Trails Committee use a soil active or residual herbicide for weed control because it is longer lasting.

#### *Jim Young*

- He asked about the status of the history of Farmington, and the City Manager agreed to follow up on the issue.

#### *Cindy Roybal:*

- She reported that several bicycle riders have requested that the gates on the D&RG bike trail be angled a little differently so they do not have to get off their bicycles to pass through.

### **CLOSED SESSION**

***Motion:***

At 8:25 p.m. **Cory Ritz** made a motion for the Council to go into a closed meeting to discuss the acquisition of real property. The motion was seconded by **Jim Young** and approved by Council Members **Ritz, Roybal, and Young**.

### **Sworn Statement**

I, **Scott C. Harbertson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

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**Scott C. Harbertson, Mayor**

***Motion:***

At 8:35 p.m. a motion to reconvene into an open meeting was made by **Cory Ritz** and seconded by **Jim Young**. Council Members **Ritz, Roybal, and Young** approved the motion.

### **ADJOURNMENT**

***Motion:***

**Cindy Roybal** made a motion to adjourn the meeting. The motion was seconded by **Jim Young** and approved by Council Members **Ritz, Roybal, and Young**. The meeting was adjourned at 8:50 p.m.

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**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: Ken Klinker, Planning Department

Date: February 8, 2012

**SUBJECT: Proposed Spring Creek Estates Open Space Conservation Easement**

### RECOMMENDATION

Approve the proposed Conservation Easement (Farmland and Open Space) for the Spring Creek Estates Subdivision. Approve a waiver of portions of Title 11, Chapter 12 to allow the installation and operation of railroad tracks, landscaping and related facilities for a hobby style train, including 11-12-120 (b) (2) (E), and 11-12-120 (b) (3) (A), (B), (F), (I), and (L).

### BACKGROUND

The Spring Creek Subdivision preliminary plat was approved with open space to be set aside as conservation land. A Conservation Easement has been proposed for an approximately 4.5 acre parcel of land, east of the subdivision and west of the DR&G Railroad bed. This easement is not actually located in the subdivision, but was part of the land approved on the Preliminary Plat as open space.

The proposed Easement suggests changes be made to the Easement that was recorded for Spring Creek Estates 3A and 3B subdivisions which includes language to allow *"Installation and operation of railroad tracks, landscaping and related facilities for a hobby style train."*

The proposed easement also suggests changes to the Prohibited Uses section (m) to read: *"Other than the installation and operation of tracks for a hobby style train, any development, location, or storage of any personal property, vehicles, recreational equipment, or other residential uses such as trampolines, patios, gazebos, sports courts, barbecues, etc."*

The reason for these changes is because the developer is planning to sell the property to the adjacent land owner who has a hobby railroad on his property.

Additionally, there are some other minor changes to the language of the previously approved Conservation Easement.

The proposed easement was discussed by the Council on January 15, 2013, and it was agreed that portions of the ordinance that prohibit the proposed use for a hobby style train should be waived.

## **STAFF REVIEW**

This request violates several of the requirements of Section 11-12-120 Use Regulations from the Conservation Subdivision Development Standards of the Farmington City Zoning Ordinance, including, but not limited to:

### 11-12-120 (b) (2) Conditional Uses

(E) Active non-commercial recreation areas, such as playing fields, playgrounds, courts, and bikeways. *Any portion of this that prohibits the use for a hobby style train should be waived.*

### 11-12-120 (b) (3) Prohibited Uses

(A) Any residential, commercial or industrial activity; *Any portion of this that prohibits the use for a hobby style train should be waived.*

(B) Any development, construction or location of any man-made modification or improvements such as buildings, structures, roads, parking lots, or other improvements; *Any portion of this that prohibits the use for a hobby style train should be waived.*

(F) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the property and/or utility facilities within the property; *Any portion of this that prohibits the use for a hobby style train should be waived.*

(I) Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses; *Any portion of this that prohibits the use for a hobby style train should be waived.*

(L) Changing the topography of the property by placing on it any soil, dredging spoils, land fill, or other materials, except as necessary to conduct specific permitted purposes. *Any portion of this that prohibits the use for a hobby style train should be waived.*

Respectfully submitted,



Ken Klinker  
Planning Department

Review and Concur



Dave Millheim  
City Manager

enclosures: Copy of proposed Conservation Easement  
Copy of Chapter 12 of the Farmington City Zoning Ordinance  
Spring Creek Estates approved Preliminary Plat

WHEN RECORDED, MAIL TO:

FARMINGTON CITY  
Attn: City Manager  
160 South Main  
P.O. Box 160  
Farmington, Utah 84025

Affects Parcel No: 08-059-0061

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**CONSERVATION EASEMENT**  
(Farmland and Open Space)

THIS CONSERVATION EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by SLI COMMERCIAL REAL ESTATE CO., a Utah corporation, whose mailing address is 261 East 300 South, Suite 350, Salt Lake City, Utah 84111 (hereinafter "Grantor") in favor of FARMINGTON CITY, a Utah municipal corporation (hereinafter "Grantee") whose mailing address is 160 South Main, Farmington, Utah 84025

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**RECITALS**

WHEREAS, Grantor is the sole owner in fee simple title of certain real property located adjacent to the Spring Creek Estates Subdivision, Farmington City, Davis County, State of Utah, which property is more particularly described herein at Section 2 and hereinafter referred to as the "Property"; and

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WHEREAS, the Property possesses unique open space, recreational, wildlife, farmlands, and/or green space values (collectively referred to as "Conservation Values") of great importance to the Grantor, the Grantee, and the public; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of the use of the Property in such a way which does not significantly impair or interfere with those values and which provides for appropriate natural, ecological, recreational, agricultural and open space use of the Property; and

WHEREAS, Grantor intends to preserve and protect the Conservation Values of the Property and to protect the Property from future development in perpetuity through this Easement and dedication of the same to Grantee; and

WHEREAS, Grantee is a governmental entity and a tax exempt entity under Section 501(c) of the Internal Revenue Code qualified to acquire a conservation easement under the terms of Utah Code Ann. § 57-18-3, as amended,

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly Utah Code Ann. § 57-18-1, et seq., as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. **Conveyance.** Grantor hereby grants and warrants to Grantee a perpetual conservation easement as hereinafter defined (the “Easement”) over and across all the Property to preserve, restore and protect the Conservation Values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

2. **Property.** The Property subject to this Easement consists of a total of approximately 4.46 acres of real property located adjacent to the Spring Creek Estates Subdivision located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described on Exhibit “A,” attached hereto and incorporated herein by this reference.

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3. **Current Use and Condition of the Property.** The Property presently consists of open pasture, hayfields and farmland. The existing, permitted and conditional uses of the Property are more particularly described herein and designated on the Use Map set forth on Exhibit “B,” attached hereto and incorporated herein by this reference. The Property is presently adjacent to an elevated walking/cycling path to the east, residential property to the west and property improved with hobby train facilities to the south. The Property has the specific Conservation Values as more particularly defined.

4. **Purpose.** Grantor is the fee simple title owner of the Property and is committed to preserving the Conservation Values of the Property. The purpose of this Easement is to assure that the Property will be retained forever in its open space wildlife, farmland and/or green space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Any use of the Property which may impair or interfere with the Conservation Values, unless expressly permitted in this Easement, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the Conservation Values of the Property.

5. **Duration.** The duration of the Easement shall be perpetual.

6. **Permitted and Conditional Uses.**

(a) **Permitted Uses.** Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are permitted:

(i) Conservation of open land in its natural state.

(ii) Agricultural and horticultural uses, including raising crops or Class “B” livestock, as defined by and consistent with Farmington City Ordinances, excluding any associated fencing and buildings that support an active, viable agricultural or horticultural operation and any commercial livestock operations involving swine,

poultry, and mink. Livestock grazing for Class "B" animals shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the wetlands, range resource, wildlife habitat or Conservation Values of the Property. All farm operations shall be consistent with sound agricultural practices.

(iii) Pastureland for sheep, cows and horses, subject to applicable Farmington City Ordinances.

(iv) Underground utility easements for drainage, access, sewer or water lines, or other public purposes.

(vi) Above-ground utilities if permitted under Farmington City Ordinances; provided, areas encumbered by such facilities shall not be counted toward the minimum required conservation land for the subdivision.

(vii) Perimeter fencing, subject to applicable Farmington City Ordinances.

(viii) Internal fencing, as approved by the City, such approval not to be unreasonably withheld, in connection with permitted uses.

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(ix) Installation and operation of railroad tracks, landscaping and related facilities for a hobby style train, which facilities shall be consistent in scope with those located on adjacent properties at the time of execution of this Conservation Easement.

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(b) Conditional Uses. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property may be permitted as a conditional use, subject to obtaining a conditional use permit from the City of Farmington for such use in accordance with City Ordinances regarding the same. Such uses must also be permitted or conditional in the zone in which the Property is located.

(i) Agricultural uses, not otherwise permitted under Subsection (a), including Class "C" animals, as defined by and consistent with Farmington City Ordinances, but excluding commercial livestock operations involving swine, poultry and mink. Livestock grazing for Class "C" animals, shall be limited to designated areas only as delineated on Exhibit "B," and shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the wetlands, range resource, wildlife habitat or Conservation Values of the Property. All farm operations shall be consistent with sound agricultural practices.

(ii) Accessory buildings and structures used solely in connection with

approved agricultural, recreation, livestock or equestrian uses in designated areas only as delineated on **Exhibit "B."** The location and construction of such accessory structures shall be consistent with the conservation and agricultural uses of the Property and must be approved by the City.

(iii) Wholesale nurseries and associated buildings that are specifically needed to support active, viable horticultural operations in designated areas only as delineated on **Exhibit "B."**

(iv) Silviculture, in keeping with established standards for selective harvesting and sustained-yield forestry in designated areas only as delineated on **Exhibit "B."**

(v) Neighborhood open space uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses specifically excluding motorized off-road vehicles, rifle ranges, and other uses similar in character and potential impact in designated areas only as delineated on **Exhibit "B."**

(vi) Active non-commercial recreation areas, such as playing fields, playgrounds, courts, and bikeways in designated areas only as delineated on **Exhibit "B."**

(vii) Water supply and sewage disposal systems, and stormwater detention areas designed, landscaped, and available for use as an integral part of the conservation land.

7. **Prohibited Uses.** Any activity on or use of the Property not specifically listed as a permitted use or activity as set forth herein and/or any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the Conservation Values is expressly prohibited. Except as otherwise set forth herein as a permitted or conditional use, the following uses shall be considered prohibited on the Property:

(a) Any residential, commercial or industrial activity;

(b) Any development, construction or location of any manmade modification or improvements such as buildings, structures, roads, parking lots, or other improvements;

(c) Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the Property;

(d) Any dumping or storing of ashes, trash, garbage or junk;

(e) Burning of any materials, except as necessary for agricultural, drainage and fire protection purposes;

(f) ~~Except for a hobby style train,~~ the use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the Property and/or utility facilities within the Property;

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(g) Hunting or trapping for any purpose other than predatory or problem animal control;

(h) Advertising of any kind or nature and any billboards or signs; provided, directory and information signs may be displayed describing the easement and prohibited or authorized use of the same;

(i) ~~Except for installation and operation of railroad tracks, landscaping and related facilities for a hobby style train, any cutting of trees or vegetation,~~ except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses;

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(j) The change, disturbance, alteration, or impairment of significant natural ecological features and values of the Property or destruction of other significant conservation interests on the Property;

(k) The further division, subdivision or de facto subdivision of any of the parcels constituting the Property (the Property currently consists of two (2) parcels, each of which can be individually sold, owned or operated, in accordance with applicable Farmington City Ordinances, but not further subdivided); and

(l) ~~Except for installation and operation of railroad tracks, landscaping and related facilities for a hobby style train, changing the topography of the Property~~ by placing on it any soil, dredging spoils, land fill, or other materials, except as necessary to conduct specific permitted purposes.

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(m) Other than the installation and operation of tracks for a hobby style train, any development, location, or storage of any personal property, vehicles, recreational equipment, or other residential uses such as trampolines, patios, gazebos, sports courts, barbeques, etc.

(n) All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

8. **Rights of the Grantee.** Grantor confers the following rights upon Grantee to perpetually maintain the Conservation Values of the Property and to accomplish the purpose of this Easement.

(a) Grantee has the right to enforce the terms of this Easement for the purpose of preserving and protecting the Conservation Values of the Property.

(b) Grantee has the right to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights herein

granted; provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.

(c) Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the Conservation Values of the Property.

(d) Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.

(e) Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.

(f) Grantee has the right to enter on the Property to study and make ecological and scientific observation of the Property and its ecosystems.

9. **Duties of the Grantor.** Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. In accordance with the rights reserved in Grantor by this Easement, Grantor shall be subject to all of the terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement and to take reasonable actions to preserve and protect the Conservation Values of the Property.

10. **Enforcement of Easement.**

(a) **Notice and Demand.** If Grantee determines that Grantor is in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

(b) **Failure to Act.** If, for a thirty (30) day period after the date of the written notice from Grantee to Grantor, the Grantor continues violating the Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorneys' fees incurred by the Grantee compelling such compliance.

(c) **Absence of Grantor.** If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee shall make good faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values, then the Grantee may pursue its lawful remedies without prior notice and without

waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs reasonably incurred by Grantee in pursuing such remedies.

(d) Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

(e) Injunctive Relief and Restoration. Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

(f) Cumulative Remedies. 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.

(g) Waiver. A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

11. Permitted Construction and Maintenance Activities.

(a) Grantor hereby reserves the right to enter upon the Property to conduct the following activities: to construct such structures and improvements permitted herein in conjunction with permitted and conditional uses of the Property.

(b) This Easement is subject to the rights of Grantor, Farmington City or any other agency or utility to enter upon the Property for the construction, installation, operation and maintenance of underground public utilities as permitted herein. The responsible person, entity or utility company in interest, shall, at its sole cost and expense, promptly restore the Property affected by such activities to as near as reasonably practicable the same condition as existed immediately prior to such activities. Nothing herein shall be deemed a grant of an easement to Farmington City or to any utility; the foregoing is set forth only to establish uses or activities which may be allowed on the Property.

12. Extinguishment of Development Rights. All development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

13. Maintenance. The Property shall be maintained by Grantor in accordance with good land management practices and with the Maintenance Plan set forth in **Exhibit "C,"** attached hereto

and incorporated herein by this reference. Grantor shall be solely responsible for the upkeep and maintenance of the Property. If Grantor fails to maintain the Property in accordance with the Maintenance Plan or any of the terms and conditions of this Easement, the Grantee may provide or cause to be provided such maintenance necessary to preserve and protect the Conservation Values of the Property. Any costs reasonably incurred by the Grantee in providing such maintenance shall be reimbursed by Grantor within thirty (30) days from receipt of invoicing from Grantee.

14. **Taxes.** Grantor shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property, including any taxes imposed upon, or incurred as a result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor shall reimburse Grantee for the same within thirty (30) days from receipt of invoicing from Grantee.

15. **Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them, collectively referred to as the "**Indemnified Parties**" from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and shall name Grantee as an additional insured party on all such insurance policies, providing Grantee evidence of such insurance upon request.

16. **Transfer of Grantee's Interest.** If the Grantee determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights to a qualified organization under Section 501(c)(3) and/or 170(h)(3) of the Internal Revenue Code, the Grantee shall be entitled to convey in whole or in part all of its rights under this instrument and deliver a copy of this instrument to an organization designated by the Grantee and described in or contemplated by Section 501(c)(3) and/or 170(h)(3) of the Code, or the comparable provision in any subsequent revision of the Code, to ensure that the Easement is enforced. Furthermore, the Grantee is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration; unless (a) the Grantee, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out; and (b) the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 501(c)(3) and/or 170(h)(3) of the Code and regulations promulgated thereunder.

17. **Cessation of Grantee's Existence.** If Grantee shall cease to exist or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Easement shall become vested in another entity. Any successor entity shall be a qualified organization for the purposes of Section 501(c)(3) and/or 170(h)(3) of the Internal Revenue Code.

18. **Termination of the Easement.** This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Easement's purpose or by exercise of eminent domain in accordance with the provisions set forth herein. The fact that the Grantee may have title to the Property and therefore may become an owner for purposes of this Easement shall not cause a termination of this Easement by operation of the doctrine of merger or

otherwise. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement. If subsequent circumstances render the purposes of this Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings.

19. **Transfer of Grantor's Interest.** The Grantor shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Any such transfer of interest shall be subject to the restrictions set forth in this Easement. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon proper and permitted conveyance of title to the Property, the Grantor shall be released from its obligations under this Easement.

20. **Notices.** Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following, or to such other address as the Grantee or Grantor shall from time to time designate by written notice.

To Grantee: Farmington City  
Attn: City Manager  
160 South Main  
P.O. Box 160  
Farmington, Utah 84025

To Grantor: SLI Commercial Real Estate Co.  
Attention: Howard Kent  
261 East 300 South, Suite 350  
Salt Lake City, Utah 84111

21. **Title Warranty.** Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in **Exhibit "D,"** attached hereto and incorporated herein by this reference, and hereby promises to defend the same against all claims that may be made against it.

22. **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 in respect of the Property, subject to the terms and conditions set forth herein. The grant of any easement or use restriction that might diminish or impair the Conservation Values of the Property is prohibited. 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.

23. **Environmental Warranty.** Grantor warrants that it has no actual knowledge or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee

harmless from, any and all loss, cost, claim, liability or expense, including reasonable attorneys' fees arising from or with respect to any release of hazardous waste or violation of environmental laws with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

24. **Recordation**. The Grantee shall record this instrument in timely fashion in the official records of Davis County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. **Controlling Law**. The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

26. **Liberal Construction**. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of Utah Code Ann. § 57-18-1, et seq., as amended, and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

27. **Severability**. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this 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.

28. **Joint Obligation**. Subject to the provisions set forth herein, the obligations imposed by this Easement upon Grantor or Grantors shall be joint and several.

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

30. **Entire Agreement**. This Easement, together with all exhibits, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions and understandings.

31. **Captions**. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

32. **Amendments**. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend the Easement; provided, that no amendment shall be allowed that affects the qualification of the Easement under the IRS Code 170(h), or any regulation promulgated thereunder, or the Utah Land Conservation Easement Act, as set forth in Utah Code Ann. §§ 57-18-1, et seq., as amended. Any amendment to this Easement shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, and shall not impair any of the significant Conservation Values of the Property. Any such amendment shall be in writing, signed by both parties, and recorded in the official records of Davis County, Utah. Any

proposed amendments to this Easement shall comply with the Farmington City Conservation Easement Amendment Policy, as amended, and shall require, at a minimum, a public hearing before the City Council and fourteen (14) day advance notice to the public by publishing notice in a daily newspaper of general circulation in the City.

*[Signature page to follow]*

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

GRANTOR:  
SLI COMMERCIAL REAL ESTATE CO.  
a Utah corporation

\_\_\_\_\_  
By: Howard J. Kent, President

GRANTEE:  
FARMINGTON CITY  
a Utah municipal corporation

ATTEST: \_\_\_\_\_  
By: Mayor Scott Harbertson

\_\_\_\_\_  
Margy L. Lomax, City Recorder

GRANTOR'S ACKNOWLEDGMENT

STATE OF UTAH            )  
                                  )ss.  
COUNTY OF SALT LAKE )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, personally appeared before me HOWARD J. KENT who being by me duly sworn did say that he is the President of SLI COMMERCIAL REAL ESTATE CO., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and he acknowledged to me that said corporation executed the same.

My Commission Expires: \_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

GRANTEE'S ACKNOWLEDGMENT

STATE OF UTAH            )  
                                  :SS  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, personally appeared before me Scott 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 Harbertson acknowledged to me that the City executed the same.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

Exhibit A  
LEGAL DESCRIPTION

File Number: 168149

A part of the Southwest Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South Right-of-Way line of Burke Lane, said point being 1349.73 feet North  $89^{\circ}50'05''$  East along the Quarter Section line, 1172.31 feet South, and South  $89^{\circ}38'45''$  East 334.90 feet from the Northwest corner of said Quarter Section; said point being the Northeast corner of Spring Creek Estates No. 5, running thence South  $89^{\circ}38'45''$  East 150.94 feet along said line to the West line of the Utah Transit Authority right of way; thence South  $34^{\circ}42'23''$  East 786.94 feet along said West right of way line; thence South  $89^{\circ}46'23''$  West 488.62 feet to the Southeast corner of Lot 701, Spring Creek Estates No. 7, thence North  $15^{\circ}56'45''$  East 168.39 feet along the East line of Spring Creek Estates No. 7 to the Southeast corner of Lot 406 Spring Creek Estates No. 4, thence along Spring Creek Estates No. 4 the following three (3) courses: North  $4^{\circ}57'59''$  East 75.20 feet, North  $33^{\circ}07'44''$  West 75.20 feet, and North  $49^{\circ}26'07''$  West 161.79 feet to the Southeast corner of Lot 508 Spring Creek Estates No. 5, thence North  $0^{\circ}21'13''$  East 244.78 feet along Spring Creek Estates No. 5 to the point of beginning. *4.46 acres*

**EXHIBIT "B"**  
**USE MAP OF EASEMENT**

Exhibit "B" to the Open Space Conservation Easement for the Spring Creek Estates Subdivision

BURKE LANE

Ground will be graded to accommodate an approximate 1% track grade.  
Railroad grade (bed) will be approximately 10 feet wide.  
Surrounding ground will be planted with pasture grass and/or blue grass.  
Trees will be planted 20 to 25 foot intervals around perimeter of property and along rail grade, clustered as needed. Mounds with shrubbery may be located within the site. The site may be used for agricultural/livestock uses.  
Site will be irrigated by a sprinkler system. Water provided by Benchland irrigation.  
Small bridges and/or culverts will be installed where needed to accommodate onsite drainage.

Steve Flanders  
S&S Shortline Railroad  
577 N 1525 W  
Farmington, UT 84025  
801-451-2796 (Office)  
801-589-4793 (Cell)

**EXHIBIT "C"**  
**MAINTENANCE PLAN**

**Exhibit "C"**  
**to the Open Space Conservation Easement for**  
**Spring Creek Open Space**

**MAINTENANCE PLAN**

**SECTION 1- PURPOSE**

The purpose of this Maintenance Plan is to supplement the development criteria for the development of Spring Creek Estates Subdivision as contained in the Farmington City Zoning Ordinances for Conservation Subdivisions, the Development Agreement, and the Open Space Conservation Easement in order to fix maintenance responsibility and provide additional maintenance guidelines, where necessary for property located within the Open Space Conservation Easement area. The Maintenance Plan is intended to provide guidelines and fix responsibility for areas adjacent to the Spring Creek Subdivision that are covered by the Open Space Conservation Easement recorded against the subject property.

**SECTION 2- PROPERTY**

The Property subject to this Easement consists of approximately 4.46 acres located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described on Exhibit "1," attached hereto and incorporated herein by this reference.

**SECTION 3- MAINTENANCE AREAS**

The "Maintenance Areas" are designated in this plan as follows:

- a. Farmland and Open Space Areas which are designated in **Exhibit "B"** to the Open Space Conservation Easement for Spring Creek Estates Subdivision.

**SECTION 4- OWNERSHIP OF CONSERVATION LAND**

- a. The Open Space Conservation Easement land is entirely owned by Heber South Towne, LLC, a Corporation. It is anticipated that the open space parcel will be sold. Sale of the parcel shall be limited to the entirety of the parcel. The parcel shall not be allowed to be subdivided.

## **SECTION 5- MAINTENANCE GUIDELINES AND RESPONSIBILITIES**

The open space area shall be maintained in its native state (i.e. no broad leaf weeds, but native vegetation) unless being used for approved uses or conditionally approved uses allowed by the Conservation Easement. Any disturbed areas not approved as set forth herein shall be reclaimed and revegetated in natural vegetation or as otherwise directed by Farmington City in accordance with the applicable plans and requirements for the subject area. A revegetation plan prepared by a landscape architect or other appropriate nursery professional shall be submitted.

Livestock grazing for Class "B" animals shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the wetlands, range resource, wildlife habitat or Conservation Values of the Property. All farm operations shall be consistent with sound agricultural practices.

## **SECTION 6- FUNDING MEANS FOR MAINTENANCE AND OPERATIONS**

The property owner of record, currently Heber South Towne, LLC, a Corporation, or their authorized successors or assigns, shall fund any long-term capital improvements as well as regular yearly operating and maintenance costs associated with the open space area.

## **SECTION 7- MODIFICATION**

Any changes to this Maintenance Plan must be in writing and approved by the City. Any such amendments shall be considered an amendment of the Open Space Conservation Easement and shall comply with easement amendment procedures adopted by the City.

## **SECTION 8- CORRECTIVE ACTION**

The City may enter the premises and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the property owner and may include administrative costs and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the County Recorder's Office. Documents creating or establishing any association or conservation organization shall reference the City's corrective action authority.

## **SECTION 9- PROHIBITED ENCROACHMENTS**

No encroachment by any structure, improvement or disturbance to the land shall be permitted into Conservation Lands by private parties or adjacent landowners. Uses of the Conservation Land shall be strictly limited to those conditional and permitted uses set

forth in the Open Space Conservation Easement and as shown on the applicable Use Map.

**Exhibit "1"**  
**Legal Description of the Open Space Conservation Easement  
for Spring Creek Estates Subdivision Open Space**

Exhibit 1  
LEGAL DESCRIPTION

File Number: 168149

A part of the Southwest Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South Right-of-Way line of Burke Lane, said point being 1349.73 feet North 89°50'05" East along the Quarter Section line, 1172.31 feet South, and South 89°38'45" East 334.90 feet from the Northwest corner of said Quarter Section; said point being the Northeast corner of Spring Creek Estates No. 5, running thence South 89°38'45" East 150.94 feet along said line to the West line of the Utah Transit Authority right of way; thence South 34°42'23" East 786.94 feet along said West right of way line; thence South 89°46'23" West 488.62 feet to the Southeast corner of Lot 701, Spring Creek Estates No. 7, thence North 15°56'45" East 168.39 feet along the East line of Spring Creek Estates No. 7 to the Southeast corner of Lot 406 Spring Creek Estates No. 4, thence along Spring Creek Estates No. 4 the following three (3) courses: North 4°57'59" East 75.20 feet, North 33°07'44" West 75.20 feet, and North 49°26'07" West 161.79 feet to the Southeast corner of Lot 508 Spring Creek Estates No. 5, thence North 0°21'13" East 244.78 feet along Spring Creek Estates No. 5 to the point of beginning.

*4.46 acres*

**EXHIBIT "D"**  
**LIST OF ACCEPTED ENCUMBRANCES**



**1518 North Woodland Park Drive  
Layton, Utah 84041  
(801) 774-5511 (801) 776-5262 FAX**

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We appreciate your order for the title work on the property referenced below. Please find the attached title commitment for your review which contains important information regarding this transaction.

### ***Questions?***

*This transaction is available on SureClose, our secure transaction management system. SureClose will take your paper mess and turn it paperless by providing all of your Real Estate and Closing documents online, anytime, anywhere. Contact your Escrow Officer at Bonneville Superior to obtain your secure login and password.*

When calling regarding this real estate transaction, please reference the following information:

Escrow Officer:	<b>Gordon Gurr</b>
Email Address	<b>ggurr@bonsup.com</b>
Order Number:	<b>168149</b>
Property Address:	<b>N/A</b>
Seller:	<b>Heber South Towne, LLC</b>
Buyer/Borrower:	<b>Stephen M. Flanders Susan D. Flanders</b>

Your review of the report will eliminate any surprises at the closing table, allow time to address any problems which may require your attention, provide up to date facts which may affect your clients, and assure a smooth closing.

Your business is very valuable to us. We are staffed and ready to provide you with the best service possible. If we ever fall short of your expectations, please notify us immediately as we are committed to your success.

Sincerely,

**Gordon Gurr**  
Escrow Officer

### **NOTICE**

**Due to changes to the Good Funds requirements per Utah Code 31A-23a-406, all funds received by the Company must be made by bank wire transfer.**

COMMITMENT FOR TITLE INSURANCE

Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of Insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Policy upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.



A handwritten signature in cursive script, appearing to read "Stewart Jones Jr.", written over a horizontal line.  
Chairman of the Board



A handwritten signature in cursive script, appearing to read "Malcolm S. Morris", written over a horizontal line.  
President

A handwritten signature in cursive script, appearing to read "J. A. M.", written over a horizontal line.  
Authorized Countersignature

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security interest
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>

1

***Commitment For Title Insurance***  
***Issued By Bonneville Superior Title Company, Inc.***  
***Schedule A***

***Commitment Number:*** 168149  
***Escrow Officer:*** Gordon Gurr

***1. Effective date:*** November 4, 2012 at 8:00 am

***2. Policy or Policies to be issued:***

<b><i>(a) ALTA Owners Policy (2006)</i></b>	<b><i>Amount of Insurance:</i></b>	\$178,400.00
<b><i>Proposed Insured:</i></b> Stephen M. Flanders and Susan D. Flanders	<b><i>Premium:</i></b>	\$654.00

<b><i>(b) ALTA Loan Policy (2006)</i></b>	<b><i>Amount of Insurance:</i></b>	
<b><i>Proposed Insured:</i></b>	<b><i>Premium:</i></b>	

<b><i>(c) Endorsements:</i></b>	<b><i>Premium:</i></b>	
<b><i>(d) Other:</i></b>		

***3. The estate or interest in the land described or referred to in this Commitment and covered herein is:***  
Fee Simple

***4. Title to the said estate or interest in said land is at the effective date hereof vested in:***

Heber South Towne, LLC, a Utah limited liability company

***5. The land referred to in this Commitment is situated in the County of Davis State of Utah, and is described as follows:***

See Attached Legal Description

***Tax ID No:*** 08-059-0061

***The following is shown for information purposes only:***

***The address of said property is:*** N/A

**SCHEDULE B**  
**Section I**

**Commitment Number:** 168149

**REQUIREMENTS**

*The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:*

- 1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.*
- 2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.*
- 3. Pay all general and special taxes now due and payable*
- 4. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of property jurisdiction.*
- 5. This Commitment will be subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.*
- 6. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.*
- 7. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.*
- 8. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.*
- 9. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.*
- 10. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.*

**SCHEDULE B**  
**Section 2**

**Commitment Number: 168149**

***This policy does not insure against loss or damage (and the Company will not pay loss or damage, costs, attorney's fees or expenses) which arises by reason of:***

***Standard Exceptions***

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.***
- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.***
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.***
- 4. Any encroachment, encumbrance, violation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete land survey of the land and not shown by the public records.***
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.***
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.***
- 7. Any adverse claim based upon the assertion that: a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; b) the boundary of the land has been affected by a change in the course or water level of a navigable river or lake; c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands, d) easements for use of the surface of waters on the land for fishing, boating, swimming or similar activity.***

***Special Exceptions***

- 8. Taxes for the year 2012 have been paid with other property in the amount of \$3.01 and \$2,846.34 under old Serial No. 08-059-0054 and 08-059-0050, respectively. Current Tax ID No. 08-059-0061***
- 9. Said property is located within the boundaries of Weber Basin Water Conservancy District, Mosquito Abatement District, Central Davis Sewer Improvement District, Farmington Area Pressurized Irrigation District (451-2105) and Farmington City (451-2383), Farmington City Utah Special Improvement District No. 99-1, and Benchland Water District, and is subject to the charges and assessments levied thereunder.***
- 10. Easements and rights of way of record or enforceable in law and equity for any existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines now existing over, under or across subject property.***

**SCHEDULE B**  
**Section 2**

**Commitment Number: 168149**

11. Easement in favor of Salt Lake Pipe Line Company, a Nevada corporation, the right of way from time to time to lay, construct, reconstruct, replace, renew, repair, maintain, operate, change the size of, increase the number of, and remove pipelines and appurtenances thereof, for the transportation of oil, petroleum, gas, gasoline, water or other substances, or any thereof, and rights incident thereto, recorded September 20, 1949, as Entry Nos. 108111 and 108112, in Book 6, Pages 483 and 485, of Official Records. (Exact location not disclosed).
12. Easement in favor of The Mountain States Telephone and Telegraph Co., the right, privilege and authority to construct, operate and maintain its lines of telephone and telegraph, including the necessary underground conduit, poles, cables, wires and fixtures, and rights incident thereto, recorded November 2, 1952, as Entry No. 126910, in Book 45, Page 255, of Official Records. (Exact location not disclosed).
13. Right of Way Grant for Sewer in favor of Central Davis County Sewer District, a perpetual right of way and easement for the purpose of digging a trench and/or making a fill along said right of way, to lay, construct, maintain, operate, repair, remove or replace a pipe line therein for the transportation of sewage, and rights incident thereto, recorded November 17, 1960, as Entry No. 214508, in Book 197, Page 651, of Official Records.
14. A Deed of Trust executed by Heber South Towne, LLC, a Utah Limited Liability Company and SLI Commercial Real Estate Co., a Utah Corporation as TRUSTOR and Bonneville Superior Title Company, Inc. as TRUSTEE, in the stated amount of \$2,202,000.00, in favor of Soderby LLC, as to an undivided 83.86% interest and Bruce D. Johnson and Mona Johnson, jointly, as to an undivided 16.14% as BENEFICIARY, dated October 26, 2011 and recorded October 26, 2011 as Entry No. 2623649, in Book 5387, Page 1082, of Official Records. (Affects this and other property.)
15. Any matters that might be disclosed by an accurate survey of said premises.

**NOTE:** Judgments have been checked against the following:

Haugen Rockmill Properties, LLC  
Heber South Towne, LLC  
Stephen M. Flanders and Susan D. Flanders

There were NO judgments found.

**CHAIN OF TITLE**

According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

NONE

## PRIVACY POLICY NOTICE

### WHAT DO/DOES BONNEVILLE SUPERIOR TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Stewart Title Guaranty Company and its affiliates ("Bonneville Superior Title Company"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA)

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Bonneville Superior Title Company, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
<b>How often do/does Bonneville Superior Title Company notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do/does Bonneville Superior Title Company protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do/does Bonneville Superior Title Company collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

<b>Contact Us</b>	If you have any questions about this privacy notice, please contact us at: 801-774-5511, 1518 North Woodland Park Drive, Layton, Utah 84041
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Exhibit A  
LEGAL DESCRIPTION

File Number: 168149

A part of the Southwest Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South Right-of-Way line of Burke Lane, said point being 1349.73 feet North  $89^{\circ}50'05''$  East along the Quarter Section line, 1172.31 feet South, and South  $89^{\circ}38'45''$  East 334.90 feet from the Northwest corner of said Quarter Section; said point being the Northeast corner of Spring Creek Estates No. 5, running thence South  $89^{\circ}38'45''$  East 150.94 feet along said line to the West line of the Utah Transit Authority right of way; thence South  $34^{\circ}42'23''$  East 786.94 feet along said West right of way line; thence South  $89^{\circ}46'23''$  West 488.62 feet to the Southeast corner of Lot 701, Spring Creek Estates No. 7, thence North  $15^{\circ}56'45''$  East 168.39 feet along the East line of Spring Creek Estates No. 7 to the Southeast corner of Lot 406 Spring Creek Estates No. 4, thence along Spring Creek Estates No. 4 the following three (3) courses: North  $4^{\circ}57'59''$  East 75.20 feet, North  $33^{\circ}07'44''$  West 75.20 feet, and North  $49^{\circ}26'07''$  West 161.79 feet to the Southeast corner of Lot 508 Spring Creek Estates No. 5, thence North  $0^{\circ}21'13''$  East 244.78 feet along Spring Creek Estates No. 5 to the point of beginning.

*4.46 acres*

## STORM WATER BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND
1/8	Dixon Homes	10712	\$1,000.00
1/9	GTM Builders	10741	\$1,000.00
1/9	Destiny Homes	10686	\$1,000.00
1/25	Jerry Preston	10740	\$1,000.00
1/31	Symphony Homes	10759	\$1,000.00
2/1	Huish Construction	10754	\$1,000.00
2/6	Joel Hale Construction	10768	\$1,000.00



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 15, 2013

SUBJECT: **FIRST SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR PARK LANE COMMONS**

### RECOMMENDATION

Approve the attached development agreement with the condition that the developer shall provide the exhibits by March 1, 2013, consistent with the language of the agreement and this approval. The development agreement is null and void if not executed by both parties within 45 days of the date of this approval.

### BACKGROUND

On February 12, 2013 the City Council approved the First Supplemental Development Agreement for Park Lane Commons subject to several conditions one of which is that "the Development Agreement shall be updated to include the City Attorney's revisions". Todd Godfrey has reviewed and made minor adjustments to the document. The enclosed agreement is basically the same as the February 12<sup>th</sup> version, and the few changes made to it are consistent with the City Council's motion. Nevertheless, the exhibits must be modified to reflect the motion (i.e. the sign is 50 feet tall, not 85 feet, etc.). So as not to make the developer wait, it is recommended that the Council approve the agreement now with the proviso that the developer provide updated exhibits by a date certain.

Respectively Submitted

David Petersen  
Community Development Director

Concur

Dave Millheim  
City Manager

**FIRST SUPPLEMENTAL DEVELOPMENT AGREEMENT  
FOR PARK LANE COMMONS**

**THIS FIRST SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR PARK LANE COMMONS** (the "Supplemental Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **THE HAWS COMPANIES**, a Utah Corporation, hereinafter referred to as the "Developer."

**RECITALS:**

A. Developer owns or controls approximately 33 acres of land located within the City known as "Park Lane Commons", which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"). Developer has developed and desires to continue to develop the Property under the TMU zone. The Property has been and will continue to be constructed in phases consisting of one or more buildings per phase.

B. The City rezoned the Property from Agriculture "A" to Transit Mixed Use "TMU Zone" on February 2, 2010, and the Property is now subject to all City ordinances and regulations including the provisions of the TMU Zone and the associated Regulating Plan of the City's Zoning Ordinance.

C. Thereafter, on February 2, 2010, the City approved a project master plan (the "PMP") for the Property in accordance with Chapter 18 of the City's Zoning Ordinance. The approved PMP is attached hereto as **Exhibit "B"**, and incorporated herein by reference. The PMP contains modifications to the Farmington TOD Regulating Plan (the "Modified Regulating Plan") pursuant to Sections 11-18-104(3) and 11-18-108(b)(1) of the City's Zoning Ordinance. The PMP shows the general layout of future streets, but is not intended to enable future development of the property without further land use approvals, as it is contemplated that future development on the majority of the site will require the presentation and consideration of additional project master plans.

D. The City and Developer entered into that certain Development Agreement for Park Lane Commons (Amended & Restated) on or about June 28, 2010 (the "Original Development Agreement").

E. The Developer submitted an additional project master plan (the "First Supplemental PMP") under the "Alternative Approval Process; Development Agreement" pursuant to Chapter 18 of the Farmington City Zoning Ordinance section 11-18-114. On December 4, 2012, Developer obtained City Council approval of the First Supplemental PMP relating exclusively and specifically to that portion of the Property depicted on **Exhibit "C"** attached hereto and incorporated herein by this reference ("Parcel A&B"). PMP approval was specifically conditioned upon approval of a Supplemental Agreement. The First Supplemental PMP is attached hereto as **Exhibit "D"** and is incorporated herein by this reference.

F. The City and Developer intend for the Original Development Agreement to remain in full force and effect, except as specifically modified by this Supplemental Agreement with regard to Parcel A&B and the First Supplemental PMP.

G. Except as otherwise stated and provided for in this Supplemental Agreement and/or the First Supplemental PMP, Parcel A&B is and shall be subject to all City ordinances, rules and regulations including the provisions of the City's General Plan, the City's zoning and subdivision ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws"). The First Supplemental PMP and this Supplemental Agreement provide the basis of approval for deviations from other provisions of Chapter 18 of the Farmington City Zoning Ordinance as indicated by the First Supplemental PMP and approved by the City Council.

H. Persons and entities hereafter developing Parcel A&B or any portions of Parcel A&B thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Supplemental Agreement.

I. The City also recognizes that the development of the Property, and any future phase thereof will result in tangible benefits to the City through the stimulation of development in the area of the Modified Regulating Plan, including a possible increase of the City's tax base, employment opportunities, mix of uses and the development of amenities that may enhance further economic development efforts in the vicinity of Parcel A&B. As such, the City is willing to agree to vest the development of the Property pursuant to the terms of this Supplemental Agreement against future legislative changes in the General Plan, the Chapter 18 of the Farmington City Zoning Ordinance and the City Laws that would be in conflict with the provisions in this Supplemental Agreement. The City is therefore willing to enter into this Supplemental Agreement, subject to the terms and conditions set forth herein.

## AGREEMENT

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

1. **Incorporation of Recitals.** The City and Developer acknowledge and agree that the above Recitals are true and correct and that such Recitals are hereby incorporated into this Supplemental Agreement.

2. **Subdivision of Parcel A&B.** The First Supplemental PMP does not constitute a subdivision of Parcel A&B or any portion thereof, nor does it constitute Site Plan approval. Any subdivisions of Parcel A&B, and any applicable Site Plan Approval hereafter shall comply with the City's Laws. Where required by the City's Ordinances, specific final subdivision plats and/or site plans for each portion of Parcel A&B which are developed by the Developer or any subsequent developer shall be submitted for approval by the City in accordance with the City's development standards, the First Supplemental PMP and the City's Laws. All portions of Parcel A&B receiving final subdivision and/or site plan approval must be developed in strict accordance with the approved final plat and/or site plan for that portion of Parcel A&B. No

amendments or modifications to the approved final subdivision plats for any portion of Parcel A&B shall be made by the Developer or any subsequent developers without the reasonable written consent of the City. Notwithstanding the provisions contained in this Supplemental Agreement, nothing contained herein shall be construed as granting final plat approval to the Developer or any subsequent developers for any portion of Parcel A&B.

3. **Development Standards of Parcel A&B.** The Developer and City hereby acknowledge and agree that Parcel A&B, or Phases thereof, shall be developed by Developer and/or Developer's successors and assigns in accordance with the following provisions notwithstanding the fact that such development may conflict with the City Laws that would have mandated different development standards but for this Supplemental Agreement:

3.1 **Streets and Related Improvements.** In connection with the development plan review, building permit issuance and construction of the improvements on the Parcel A&B, Developer agrees to construct and improve Market Street, the pedestrian plaza, the pylon sign, and the signage gateway at the entrance of Grand Avenue as described in and shown on the Exhibits to the First Supplemental PMP (the "Improvements"). The area where the Improvements will be located is shown on **Exhibit "F"** attached hereto and incorporated herein by this reference. The Improvements will be private and the private streets within the project shall meet the City's adopted construction standards as to the technical aspects of street construction, notwithstanding any variance from standard City cross-section. The City shall allow reasonable and timely access in any existing City right of way necessary or convenient for the construction of the streets, driveways, sidewalks, utilities and related improvements within Parcel A&B. Construction of the pedestrian plaza shall include shade structures, tables, planters with seat walls and landscaping. The pylon sign and signage gateway at Grand Avenue shall be constructed at the location and as shown on the Exhibits to the First Supplemental PMP.

3.1.1 **No Build Easements.** The Developer shall preserve a 32' No Build Zone within Market Street for the purpose of securing the perpetual condition that the identified area will remain free of structures that would inhibit access and passage. Developer shall preserve the no build areas within Market Street by conveying an easement (the "No Build Easement") to the City by plat dedication. The easement shall not prohibit the placement of landscaping or other features consistent with open access and passage through the area encumbered by the No Build Easement.

### 3.1.2 **Regulating Plan – Street type hierarchy**

3.1.2.1 **Station Parkway – Principal Roadway/Major Collector** shall be developed with amended section previously approved as part of the original Development Agreement attached hereto as **Exhibit "G"** which is incorporated herein by this reference (the "Street Exhibit").

3.1.2.2 **Grand Avenue – Promenade/Minor Collector** shall be developed with the modified section previously approved as part the Original Development Agreement and the Street Exhibit.

3.1.2.3 **Market Street – Shall be a connection through the development and will be designated as a "NO BUILD ZONE".**

### 3.1.3 Regulating Plan – Street Network Design

3.1.3.1 Maximum Block Size - Due to the adjustments made and approved as part of PMP, parcel sizes shall be as depicted by the First Supplemental PMP.

### 3.2 Building Form & Site Envelope Standards

3.2.1 Siting - The following requirements of the City Laws are hereby adjusted to conform to the First Supplemental PMP and the Street Exhibit:

- “Required Build to Range”
- “Lot Frontage”
- “Off Street Parking”

### 3.3 Development Plan Review – Standards and Criteria

3.3.1 Site Design Criteria – Building Envelope - The following requirements of the City Laws are hereby adjusted to conform to the First Supplemental PMP and the Street Exhibit:

- “Required Build to Range”
- “Lot Frontage”
- “Off Street Parking”

### 3.3.2 Building Design Criteria – Architectural Detail and Fenestration

3.3.2.1 Exterior materials shall be those shown with the PMP application and shall be suitable to the theme of the development.

3.3.2.2 Primary Street facing wall (Station Parkway) may, in the City’s discretion, consist of an articulated screen wall and partial roof structure adjacent to a restaurant drive through lane.

3.3.2.3 Primary Street facing walls (Station Parkway and Grand Avenue) shall contain Building fenestration equaling a minimum of 60% of the building face area excluding the parapet height extending above the adjacent roof surface.

3.3.2.4 Secondary Street (Broadway) building face may, in the City’s discretion, be finished with materials consistent with primary street building faces. Fenestration will be provided where appropriate corresponding building uses allow and building façade shall be articulated with 12” minimum building face offsets at a maximum of 20’ on center.

### 3.3.3 Building Design Criteria – Entrances / Pedestrian Access

3.3.3.1 Building entrances/features shall be located and/or accessible and clearly visible along pedestrian oriented pathways, primary street facing sidewalks, plaza spaces and the like as indicated by the First Supplemental PMP.

### 3.3.4 Building Design Criteria – Street Frontage

3.3.4.1 As indicated by 11-18-107 of the Farmington City Zoning Ordinance, the Build to Range and Building Frontages are hereby adjusted for the use of approved courtyards or entryways that are open and accessible to a public sidewalk per the First Supplemental PMP. The parking layout and vehicular access shall be as indicated by the First Supplemental PMP with the provision that as tenants are identified adjustments to the parking configurations, drive lanes and number of parking stalls may be implemented as needed to facilitate user needs in accordance with City Law's.

3.3.5 Transit Mixed Use (TMU) Criteria - TMU District connections for pedestrians shall be facilitated by plaza and sidewalk connections to the Grand Avenue Promenade per the First Supplemental PMP.

3.4 First Supplemental PMP - The City has held all public hearings necessary for, and has issued final approval of the First Supplemental PMP. The First Supplemental PMP includes but is not limited to a scaled conceptual site plan showing, among other things, building layout, utility plans and street drawings including sidewalk detail, circulation plans, open space plans, and building elevations plans. The Property shall be developed by the Developer and/or any subsequent developers in accordance with the approved PMP.

### 3.5 Signage Review Process

3.5.2 Approved Sign Program. A coordinated sign program for Parcel A&B must be submitted and approved by the Planning Commission before or at the same time as Site Plan approval for each phase of the Property to be developed with signage. The project sign program shall be attached as an exhibit to this Supplemental Agreement and deemed incorporated herein when approved. A project sign program will include, without limitation, the following approved and vested signs:

3.5.2.1 One pylon sign of up to 50 feet in height, measured from the tallest point of the structure, the design of which is shown and approved on the First Supplemental PMP;

3.5.2.2 Large Project signs that are points of interest in the Center (colorful and sculptural in nature);

3.5.2.3 Tenant signs reflecting the specific size and design elements required by tenants, to the extent such size and design elements are consistent with the City's Sign Ordinance;

3.5.2.4 Directional signs;

3.5.2.5 Joint ID/Directory signs; and

3.5.2.6 Banners/special event signage.

3.6 Landscaping & Street Fenestration Standards

3.6.1 Park strip widths are as indicated by the approved First Supplemental PMP.

3.6.2 Benches may be made of cast iron, planter wall seats, or other durable materials fitting with the theme of the development.

3.6.3 Paving materials may be brick, stained concrete, scored concrete or other durable materials that have a non-slip finish

4. Utilities - Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary and pressure irrigation water supply systems, and storm drainage facilities as reasonably required by the City for the Project up to the boundary lines of the Project, and shall additionally install such off-site utilities and facilities as may be required to serve the Property. Such installations shall be done according to the reasonable and customary design and construction standards of the utility providers and the City Engineer. Developer and City agree that the existing storm drain line constructed when Station Parkway was built was designed to handle direct discharge of storm water for Parcel A&B. This line will be used for the storm drain needs of Parcel A&B and any future development on the PMP property will need to follow a separate approved plan by the City. Developer agrees to provide and grant the easements necessary for the City to service the existing storm drain line.

5. Compliance with Terms of Original Development Agreement. The City and Developer agree that, except as specifically modified by this Supplemental Agreement and the First Supplemental PMP with regard to Parcel A&B: (i) the Original Development Agreement shall remain in full force and effect, and (ii) the City and Developer shall be bound by the terms and conditions of the Original Development Agreement with regard to the Development of Parcel A&B.

5.1 Effect of First Supplemental PMP. With regard to the development of Parcel A&B, in the event of a conflict between the PMP, the City Laws, the Farmington TOD Regulating Plan, the Modified Regulating Plan, this Supplemental Agreement and the First Supplemental PMP, this Supplemental Agreement shall control. If not specifically covered by the terms of this Supplemental Agreement or the First Supplemental PMP, all elements of the development of the Property shall be undertaken in accordance with the City's laws, including the Farmington City Zoning Ordinance.

6. Master Development Guidelines and Common Area Maintenance Plan. The Developer has implemented Master Development Guidelines (MGD's) and a Common Area Maintenance Plan ("CAMP") on the Property, which is reflected in the Master Declaration for Covenants, Conditions and Restrictions and Grant of Easements for Park Lane Commons ("Declaration") attached hereto as **Exhibit "E"**. Developer, and not the City, shall be obligated to establish, implement and enforce the covenants, assessment procedures, operation and



promises, representations, warranties or understandings between the parties with respect to the subject matter hereof.

12. **Headings.** The headings contained in this Supplemental Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

13. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Supplemental Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

14. **Binding Effect.** This Supplemental Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

15. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Supplemental Agreement.

16. **Recordation.** This Supplemental Agreement shall be recorded by the City against Parcel A&B in the office of the Davis County Recorder, State of Utah.

17. **Relationship.** Nothing in this Supplemental Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

18. **Termination.** Notwithstanding anything in this Supplemental Agreement to the contrary, it is agreed by the parties hereto that in the event no permits have been applied for on the Property within one year of the date of this Agreement, the terms of this Supplemental Agreement shall be null and void and of no further force and effect. In the event the project, including but not limited to, the construction of those improvements set forth in Exhibits F and G, is not completed within five (5) years from the date of this Supplemental Agreement, or in the event the Developer does not comply with the City's Laws and the provisions of this Supplemental Agreement, the City shall have the right, but not the obligation, at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Supplemental Agreement and/or to not approve any additional phases for the project. Such termination may be effected by the City by giving written notice of intent to terminate to the Developer set forth herein. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Supplemental Agreement and the same shall be terminated.

19. **Severability.** If any portion of this Supplemental Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

21. **Exhibits.** This Supplemental Agreement contains the following exhibits, which by this reference are incorporated herein and made a part thereof:

Exhibit A	Legal Description of Property – 33 acres
Exhibit B	PMP
Exhibit C	Depiction of Parcel A&B
Exhibit D	First Supplemental PMP
Exhibit E	Declaration – CAMP
Exhibit F	Initial Improvements Diagram
Exhibit G	Street Exhibit

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

**“CITY”**

**FARMINGTON CITY**

ATTEST:

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

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

**“DEVELOPER”**

**THE HAWS COMPANIES**

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

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

**CITY ACKNOWLEDGMENT**

STATE OF UTAH            )  
                                      :ss.  
COUNTY OF DAVIS        )

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH            )  
                                      :ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that (s)he is the \_\_\_\_\_ of **THE HAWS COMPANIES**, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

CITY COUNCIL AGENDA

For Council Meeting:  
February 19, 2013

**S U B J E C T: Long Range Fire Department Staffing**

**ACTION TO BE CONSIDERED:**

Direct staff to proceed with one of the staffing options proposed starting FY2014.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Guido Smith.

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

# FARMINGTON CITY FIRE DEPARTMENT

82 North 100 East  
P.O. Box 160  
Farmington, Utah 84025  
Tel. (801) 451-2842  
Fax (801) 451-7865



THE DESIRE TO SERVE THE COURAGE TO ACT THE ABILITY TO PERFORM

## CITY COUNCIL STAFF REPORT

To: Mayor and City Council  
From: Guido Smith, Fire Chief  
Date: February 19, 2013  
Subject: REVIEW OPTIONS FOR FIRE DEPARTMENT STAFFING AS REQUESTED BY COUNCIL AT PREVIOUS RETREAT.

### RECOMMENDATION

Direct staff to proceed with one of the staffing options proposed starting FY 2014.

### BACKGROUND

During a recent council retreat, the council requested staff to provide alternative staffing proposals from those previously recommended. Previous recommendations included hiring 5 additional full-time personnel (of various ranks) with the assistance of a Federal SAFER grant.

Fire Chief Guido Smith compiled an additional 4 options that would achieve critical staffing criteria and/or achieve significant benchmarks in building fire departments staffing levels to help reduce response times by as much as 50 % while ensuring adequate staffing for immediate delivery of emergency services to the community served.

Since improving ambulance staffing with 2 part-time personnel 24/7, the fire department has reduced its initial Ambulance response times to an average of just over 4 minutes when staffed. The fire department still maintains an average response time of nearly 9 minutes to fire and rescue emergencies – double the national response expectation.

### FUNDING:

Based on option variables - \$180,000 – 784,358 additional cost to existing budget.

Respectfully Submitted,

Guido Smith  
Fire Chief

Reviewed & Concur

Dave Millheim  
City Manager

# FARMINGTON CITY FIRE DEPARTMENT

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P.O. Box 160  
Farmington, Utah 84025  
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Fax (801) 451-7865

*THE DESIRE TO SERVE THE COURAGE TO ACT THE ABILITY TO PERFORM*



## Farmington City Fire Department Staffing Proposals

As a result of the recent council retreat, staff was instructed to provide several fire department staffing proposals to the council.

These staffing proposals are based on previous documents provided to the council:

- Fire Department 5-Year Business Plan (Based on formal hazard assessment)
- Farmington City Strategic Financial Plan
- Fire Department NFPA 1710 & Department Staffing Proposals (Fact Packet)

With continued residential and commercial growth of Farmington and its unique hazard potentials, it is imperative we continue to explore creative staffing solutions to provide the most reliable, effective and efficient delivery of emergency services within our community.

Our Fire Department has seen many changes over the 105 years of existence and strives for continued improvement as our small town dynamics continue to rapidly evolve.

### Option Synopsis:

#### **Option 1: (*Department Staffing Goal – NFPA 1710 Compliant*)**

*Fire Chief #1 Recommendation*

Increase staffing with 2 additional fulltime Captains and 3 fulltime Engineers while maintaining 2 part-time staffing positions per shift. Three shifts with 4-handed staffing 24/7. Reduce number of part-time personnel from 32-25. 10-hour per week increase of Secretarial hours.

#### **Option 2: (*Great Benchmark Toward Staffing Goal*)**

*Fire Chief #2 Recommendation*

Increase staffing with 2 additional fulltime Captains 24/7 while maintaining current part-time-paid staffing positions. Three shifts with 3-handed staffing 24/7. No increase in part-time positions and no increase of Secretarial staffing. Utilize creative staffing – On-call BC rotation for fire & rescue calls.

#### **Option 3:**

*Fire Chief #3 Recommendation*

Increase staffing with part-time-paid personnel only. 4-handed staffing during daytime hours & three handed staffing on weekends and evenings. Increase part-time positions by 6 and increase Secretarial support by 10 hours per week.

#### **Option 4:**

*Fire Chief #4 Recommendation*

Increase staffing with part-time-paid personnel only. 5-handed staffing during daytime hours and 4-handed staffing on weekends and evenings. Increase part-time positions by 10 and increase Secretarial staffing to fulltime status with benefits.

## **OPTION 1**

### **Proposal:**

2 Part-Time-Paid Personnel with 2 Fulltime Personnel (Captain & Engineer) Per Shift 24/7 – 365.

### **Pros:**

1. 4-handed staffing 24/7 – 2 FT Personnel & 2 PT Personnel.
2. 24/7 leadership presence with vested supervision.
3. Guarantee Ambulance Staffing with 95 percentile fire staffing.
4. Minimal increase needed for part-time staffing.
5. Minimal additional demand placed on part-time members.
6. Able to reduce annual drill hours by 33% - Majority of training performed during shift hours.
7. Significant improvement towards the delivery of public education programs.
8. Reduce part-time FF positions from 32 to 25 through attrition-\$47,174 Annual Savings Potential.

### **Cons:**

1. Significant insurance and benefit cost increase to the city.
2. No Guarantee of Engine Staffing; however, should achieve 90 percentile staffing.

### **NFPA 1710 Compliant:**

YES- 4 minute response time average to medicals and fire calls 90 percentile – when staffed.

**Projected Staffing Increase: \$348,434**

## **OPTION 2**

### **Proposal:**

2 Part-Time-Paid Personnel with 1 FT Captain Per Shift 24/7 - 365.

### **Pros:**

1. 3-handed staffing 24/7 – 1 FT Captain & 2 PT Personnel.
2. Moderate insurance and benefit costs to the city.
3. 24/7 leadership presence with vested supervision.
4. Minimal increase needed for part-time staffing.
5. Minimal additional demand placed on part-time members.

### **Cons:**

1. No guarantee of staffing an ambulance; however, 95 percentile covered with 80 percentile fire coverage.

### **NFPA 1710 Compliant:**

Almost – With creative staffing plan / BC on-call rotation for fire & rescue calls.

**Projected Staffing increase: \$180,000**

## **OPTION 3**

### **Proposal:**

3 Part-Time-Paid Personnel Per Shift 24/7 – 365 with 1 Fulltime Daytime Captain 40-hours Per Week.

### **Pros:**

1. 4-handed staffing Monday through Friday (daytime hours only) and 3-handed staffing during evenings and weekends with Part-Time-Paid personnel.
2. Minimal insurance and benefit costs / increases to the city.

### **Cons:**

1. No guarantee of Ambulance staffing / *services heavily dependent on part-time availability.*
2. High demand on part-time members.
3. No 24-hour vested supervision.
4. Requires increasing part-time positions and personal equipment by six (6) personnel.
5. Staffing turn-over due to limited career opportunities.
6. Increase secretary hours to 30-hours per week.

### **NFPA 1710 Compliant:**

Daytime hours only - when staffed.

**Projected Staffing Increase: \$206,961**

## **OPTION 4**

### **Proposal:**

4 Part-Time-Paid Personnel Per Shift 24/7 - 365 with 1 Fulltime Daytime Captain 40-hours Per Week.

### **Pros:**

1. 5-handed staffing Monday-Friday day-time hours and 4-handed staffing during evenings and weekends with Part-Time-Paid personnel.
2. Minimal insurance and benefit costs to the city.

### **Cons:**

1. No guarantee of Ambulance staffing / *services extremely dependent on part-time availability.*
2. Very high demand on part-time members.
3. No 24-hour vested supervision.
4. Requires increasing part-time positions and personal equipment by ten (10) personnel.
5. Staffing turn-over due to limited career opportunities.
6. Require full-time secretary with benefits due to increased operational logistics.

### **NFPA 1710 Compliant:**

YES- 4 minute response time average to medicals and fire calls 90 percentile – when staffed.

**Projected Staffing Increase: \$402,358**

## Proposal Formula Sheet

### Proposed Staffing Formulas:

PT Shift Staffing Hours: \$14.00 per hour avg. @ 2912 hours (52 wks) = \$112,304 ea. (\$129,149 w/ 15% Bene)

Additional PT FF's Hours: \$14.00 per hour avg. @ 48 hours (per month avg) x 12 Months = \$8,064 ea.  
(\$9,274 w 15% Bene)

Additional PT FF's Equipment: PPE \$1,500 / Pager \$300 / Uniform Allowance \$300 = \$2,100 ea.

PT/FT Secretary Hours: \$16.00 per hour avg. @ 10 or 20 extra hours per wk (x52wks) = \$8,320 / \$38,640\*

FT Shift Captain Salary: \$20.00 per hour avg. 2912 hours (52 wks) = \$58,240 (\$83,240 w/ Bene)

FT Shift Engineer Salary: \$15.00 per hour avg. 2912 hours (52 wks) = \$43,680 (\$68,680 w/ Bene)

Benefit and/or Health Packages: PT = 15% of hourly rate / FT FD = Approx. \$25,000 / FT NON-FD \$22,000

\* FT position with benefits

### **Option 1 Formula: \$348,434**

Shift Staffing \$386,040 / Additional PT FF Positions \$0 / Additional Secretary Hours \$9,568 (Based on FT Captains working modified 2912 hours per year @ \$20.00 per hour and Engineers working modified 2912 hours per year @ \$14.00 per hour and \$16.00 per hour avg. for Secretary with Health & Benefits Included).

### **Option 2 Formula: \$180,000**

Shift Staffing \$180,000 / Additional PT FF Positions \$0 / Additional Secretary Hours \$0  
(Based on FT Captains working modified 2912 hours per year @ \$20.00 hourly rate). Also, 1 Captain H & B already accounted for, however, requires \$13,520 annual increase for shiftwork schedule).

### **Option 3 Formula: \$206,961**

Shift Staffing \$129,149 / Additional PT Firefighter Positions \$55,644 / Additional Secretary Hours \$9,568  
/Additional PT Firefighter In-Service Equipment \$12,600  
(Based on \$14.00 per hour avg. wage for FF's and \$16.00 per hour avg. for Secretary - 15% Benefits Included).

### **Option 4 Formula: \$402,358**

Shift Staffing \$258,298 / Additional PT FF Positions \$92,740 / Additional Secretary Hours \$30,320  
/Additional PT Firefighter In-Service Equipment \$21,000  
(Based on \$14.00 per hour avg. wage for FF's and \$16.00 per hour avg. for Secretary Health & Benefits Included).

### **Option Z Formula: \$784,344 Example Only (Typical Career Fire Dept. & Police Dept. Staffing Matrix)**

Fulltime Staffing A, B, C shifts x 4 personnel each. Captains @ \$180,000, Engineers @ \$206,040,  
Firefighters @ \$359,664, FT Secretary x 1 @ \$38,640. Health & Benefits Included.

### **Existing Staffing Costs:**

PT Shift Staffing Hrs x 2 Personnel: \$13.00 per hour avg. @ 2912 hours (52 wks) = \$227,136

PT Secretary Hrs: 15:38 per hour @ 20 hrs per week (52 wks) = \$15,995

FT Captain Hrs: 21.51 per hour @ 40 hours per week (52 wks) = \$44,740



# Farmington City Fire Department

## Staffing Proposal Matrix



### Shift Staffing Matrix

Recommendation Order	Staffing Blend A, B, C Shifts	NFPA 1710 Compliant	Budget Increase
OPTION 1 *	2 Fulltime / 2 Part-Time 24/7-365	YES-24/7	\$348,434
OPTION 2 *	1 Fulltime / 2 Part-Time 24/7-365	Almost-24/7	\$180,000
OPTION 3 **	1 Fulltime / 3 Part-Time	Mon-Fri (Daytime Only)	\$206,961
OPTION 4 **	1 Fulltime / 4 Part-Time	YES-24/7 (When Staffed)	\$402,358
<b>OPTION 2 ***</b>	<b>4 Fulltime / 0 Part-Time</b>	<b>YES-24/7</b>	<b>\$784,344</b>

\* 24/7 Leadership Presence / On duty Captain per shift.  
 \*\*Single Captain working daytime hours Monday – Friday.  
 \*\*\*EXAMPLE ONLY – Modest Career Fire Department Staffing Matrix.

### Department Staffing Matrix

Recommendation Order	Entire Department Staffing	Fulltime / Part-Time Ratio	Total Staffing	Staffing Gain
OPTION 1	1 FT Chief, 3 FT Captains, 3 FT Engineers, 1 PT Secretary, 1 PT Fire Marshal, 25 Part-Time Operations Personnel	7/27 (26%)	34	2 FT Captains 3 FT Engineers + 10 Secretary hrs.
OPTION 2	1 FT Chief, 3 FT Captains, 1 PT Secretary, 1 PT Fire Marshal, 32 Part-Time Operations Personnel	4/34 (12%)	38	2 FT Captains
OPTION 3	1 FT Chief, 1 FT Captain, 1 PT Secretary* 1 PT Fire Marshal, 38 Part-Time Operations Personnel	2/40 (5%)	42	+10 Secretary hrs. 6 Additional PT FF's 1 Extra Filled Position
OPTION 4	1 FT Chief, 1 FT Captain, 1 FT Secretary 1 PT Fire Marshal, 42 Part-Time Operations Personnel	3/43 (7%)	45	1 FT Secretary 10 Additional PT FF's 2 Extra Filled Positions
<b>OPTION 2</b>	<b>1 FT Chief, 3 FT Captains, 3 FT Engineers 6 FT Firefighters, 1 FT Secretary 1 PT Fire Marshal</b>	<b>1/14 (71%)</b>	<b>15</b>	

\* Part-time secretary hours increased by 10 hours per week (30 hours per week).

## CITY COUNCIL AGENDA

For Council Meeting:  
February 19, 2013

**SUBJECT: City Manager Report**

1. Upcoming Agenda Items
2. Police and Fire Monthly Activity Reports for January
3. Building Activity Report for January 2013
4. SB33 Sales Tax Adjustments for Amusement Parks
5. Form Based Code Education Proposal

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*

### **March 5, 2013 – Staff Reports Due: February 22<sup>nd</sup>**

#### Work Session:

Financial Quarterly Report

#### Presentation:

- Introduction/Administration of Oath of Office of Youth City Council Members
- Community Covenant Program CPT Earl Simmons 801-380-1378
- Recognition of Dillon Jones for Life Saving Service
- Trails Committee Map

#### Action Items:

- CenterCal Land Swap for Park Lane

#### Summary Action Items:

- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Minutes from February 19th
- Reimbursement Agreement for Farmington Creek Estates Phase IV

New Business: Code Enforcement Update

January 2013  
Activity Reports  
for  
Police & Fire





# Farmington City Police Department 2013 - Summary Cont.

	Average	Total
Cases	115.00	115

Reports	Officer Crime Accident Supp	41.00 51.00 24.00 34.00
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Citations	Total Traffic Parking Other	111.00 25.00 45.00 41.00	111
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Activities	2039.00	2039
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Investigations	Working # Reports	16.00 24.00	24
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# Farmington City Fire Department



## Monthly Activity Report

### January 2013



#### Emergency Services

**Fire / Rescue Related Calls:** **35**  
*All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Support, etc...*

**Ambulance Related Calls:** **64 / Transported 32 (50%)**  
*Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc...*

**Calls Missed / Unable to adequately staff:** **4**

**Urgent EMS Related Response Times (AVG):** **4.4 Minutes** **GOAL 4 minutes or less (+.4min.)**

**Urgent Fire Related Response Times (AVG):** **8.4 Minutes** **GOAL 4 minutes or less (+ 4.4 min.)**

#### Department Man-Hours (based on the following 28-day pay periods Dec 28<sup>th</sup> & Jan 25<sup>th</sup> 2013)

<b>Part-Time Shift Staffing:</b>	<b>1349</b>	<b>Budgeted 1344</b>	<b>Variance +5</b>
<b>Part-Time Secretary:</b>	<b>81.5</b>	<b>Budgeted 80</b>	<b>Variance +1.5</b>
<b>Part-Time Fire Marshal:</b>	<b>16</b>	<b>Budgeted 60</b>	<b>Variance - 44</b>
<b>Full-Time Captain:</b>	<b>170</b>	<b>Budgeted 160</b>	<b>Variance / Overtime + 10</b>
<b>Full-Time Fire Chief:</b>	<b>N/A</b>	<b>Salary Exempt</b>	
<b>Training &amp; Drills:</b>	<b>222</b>		
<b>Emergency Callbacks:</b>	<b>99</b>	<b>FIRE 35 @ 131 Hrs / EMS 64 @ 460 Hrs</b>	
<b>Special Event Hours:</b>	<b>51</b>		<b>(YTD: ) 51</b>
<b>Total Staffing Hours:</b>	<b>1,988.5</b>		<b>(YTD: ) 1,988.5</b>

#### Monthly Revenues & Grant Activity YTD

<b>Ambulance:</b>	<b>Prev. Month</b>	<b>Calendar Year</b>	<b>FY 2013</b>
Ambulance Services Billed (previous month):	\$39,463.59	\$39,463.59 YTD	\$232,779.63
Ambulance Billing Collected (previous month):	\$24,970.31	\$24,970.31 YTD	\$145,771.97
<b><i>Variiances:</i></b>	<b><i>-\$14,493.28</i></b>	<b><i>-\$14,493.28 YTD</i></b>	<b><i>\$87,007.66</i></b>

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

Grants Applied For: Training & Pager Grant / UBEMS	\$6,170	<b>\$6,170 YTD</b>
Grants Received:	\$0	<b>\$111,010 YTD</b>

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

Drill # 1– Officers Monthly Meeting & Training:	21	
Drill #2– CPR - Renewal:	50.5	Avg. Wednesday Night Drill Attendance
Drill #3– SCBA Drill / Multi-Station & Agility	50.5	by FFD Personnel This Month: 17
Drill #4– EMS – Mega Code Evolutions:	50.5	
Drill #5 – FF Survival – Formal RIT Introduction	50.5	
<b>Other:</b> Winter Fire School / St. George	72	
Apparatus Mechanical Training / Freeport	54	
<b>Total Training / Actual Attended Man-Hours:</b>	<b>348</b>	<b>4,375 YTD</b>

### Fire Prevention & Inspection Activities

<b>Business Inspections:</b>	QTY	
<b>Fire Plan Reviews &amp; Related:</b>	2	
<b>Station Tours &amp; Public Ed Sessions:</b>	4	
	9	

### Health, Wellness & Safety Activities

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

### FFD Committees & Other Internal Group Status

<b>Process Improvement Program (PIP) Submittals:</b>	1	1 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:**

January proved to be one of the highest call volume months compared to previous years with heavy use of man-hours. Delivery of services (response times) increased slightly for emergency calls due to weather conditions for personnel responding to the station in addition to slower driving to scenes - EMS calls 4.4 minute avg. and FIRE calls 8.4 minute avg. 4 calls (4%) 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 (0 YTD) during the month of January. We exceeded our scheduled staffing budget by 5 hours for misc. project completion. Ambulance transport percentages increased by two percent (50% transports on all medical incidents). Collections of revenues continue with little predictability due to collection & mandated billing variables. January training focused on Basic Life Support practices – CPR renewals, Advanced Life Support evolutions, SCBA practical evolutions, Start of formal Firefighter Survival – Rapid Intervention Team training, Advanced Apparatus Mechanical training, not to forget Winter Fire School held in St. George to include formal Urban Interface Tactics & Operations training (Federal S-215 completion), Fire Service Instructor Certification and Officer Leadership Symposium. We also received final tests results for our last members completing Firefighter 1 Certifications with passing results. This brings our department to 100% Certified Firefighters (excluding ambulance technician) - never achieved in the history of FFD! Paint & reassemble work on Tender 711 was completed and is scheduled for water tank, pump, and collapsible tank-holder installation February 11th. FFD released one part-time probationary firefighter who did not achieve probationary expectations. FFD personnel remained pro-active and vigilant during and after winter storms by digging out fire hydrants throughout the city utilizing a systematic approach.

Please feel free to contact myself at your convenience for question, comments or concerns:

Cell (801) 643-4142 or email [qsmith@farmington.utah.gov](mailto:qsmith@farmington.utah.gov)

Respectfully,

Guido Smith  
Fire Chief



Month of January 2013	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
<b>NEW CONSTRUCTION *****</b>					
SINGLE FAMILY	8	8	\$2,167,000.00	116	116
DUPLEX					
MULTIPLE DWELLING	0	0	\$0.00	3	3
OTHER RESIDENTIAL	0	0	\$0.00	65	65
<b>SUB-TOTAL</b>	<b>8</b>	<b>8</b>	<b>\$2,167,000.00</b>	<b>184</b>	<b>184</b>
<b>REMODELS / ALTERATION / ADDITIONS *****</b>					
BASEMENT FINISH	4		\$27,862.00	18	
CARPORT/GARAGE	0		\$0.00	4	
ADDITIONS/REMODELS	2		\$21,975.00	19	
SWIMMING POOLS/SPAS	0		\$0.00	3	
OTHER (water heater, gasline, fire repair)	4		\$3,750.00	51	
<b>SUB-TOTAL</b>	<b>10</b>		<b>\$53,587.00</b>	<b>95</b>	
<b>NON-RESIDENTIAL - NEW CONSTRUCTION *****</b>					
COMMERCIAL	2		\$6,748,000.00	8	
PUBLIC/INSTITUTIONAL					
CHURCHES					
OTHERS (Temp Trailer)	0		\$0.00	7	
<b>SUB-TOTAL</b>	<b>2</b>		<b>\$6,748,000.00</b>	<b>15</b>	
<b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****</b>					
COMMERCIAL/INDUSTRIAL	2		\$376,400.00	40	
OFFICE	1		\$6,000.00	2	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES					
OTHER					
<b>SUB-TOTAL</b>	<b>3</b>		<b>\$382,400.00</b>	<b>43</b>	
<b>MISCELLANEOUS - NON-RESIDENTIAL *****</b>					
Signs, Demizing Wall	0		\$0.00	12	
<b>SUB-TOTAL</b>	<b>0</b>		<b>\$0.00</b>	<b>12</b>	
<b>TOTALS</b>	<b>23</b>	<b>8</b>	<b>\$9,350,987.00</b>	<b>349</b>	<b>184</b>

# FISCAL NOTE

S.B. 33

SHORT TITLE Sales and Use Tax Revisions

SPONSOR Stephenson, H.

2013 GENERAL SESSION

## STATE GOVERNMENT (UCA 36-12-13(2)(b))

Enactment of this bill reduces sales tax revenue by \$1,773,900 in FY 2014 and \$1,854,100 in FY 2015. Of the sales tax revenue, 57.6% is deposited in the General Fund, 1.3% is deposited in General Fund Restricted, 1.3% is deposited in the Transportation Fund, and 39.7% is deposited in Transportation Fund Restricted.

### STATE BUDGET DETAIL TABLE

	FY 2013	FY 2014	FY 2015
<b>Revenue:</b>			
General Fund	\$0	(\$1,068,800)	(\$1,068,800)
General Fund, One-Time	\$0	\$46,200	\$0
General Fund Restricted	\$0	(\$23,600)	(\$24,700)
Transportation Fund	\$0	(\$24,700)	(\$24,700)
Transportation Fund, One-time	\$0	\$1,100	\$0
Transportation Fund Restricted	\$0	(\$704,100)	(\$735,900)
Total Revenue	\$0	(\$1,773,900)	(\$1,854,100)
<b>Expenditure</b>	\$0	\$0	\$0
Net Impact, All Funds (Rev.-Exp.)	\$0	(\$1,773,900)	(\$1,854,100)
Net Impact, General/Education Funds	\$0	(\$1,022,600)	(\$1,068,800)

## LOCAL GOVERNMENTS (UCA 36-12-13(2)(c))

Enactment of this bill reduces local government sales tax revenue by \$754,800 in FY 2014 and \$788,800 in FY 2015.

## DIRECT EXPENDITURES BY UTAH RESIDENTS AND BUSINESSES (UCA 36-12-13(2)(d))

Eligible businesses and individuals will see a tax liability decrease of \$2,528,600 in FY 2014 and \$2,642,900 in FY 2015.

## PERFORMANCE NOTE (JR 4-2-404): Not Required

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: David E. Petersen, Community Development Director  
Date: February 14, 2013  
SUBJECT: **FORM BASED CODE EDUCATION PROPOSAL**

### RECOMMENDATION

Provide feedback and give staff the go ahead to move forward with a form based code education program similar in scope or as per the proposal set forth below.

### BACKGROUND

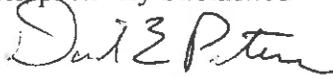
At the end of 2008, Farmington City adopted a mixed use ordinance for its west side in areas close in proximity to the commuter rail stop and the new commercial core. The ordinance is based on form based code principles. The literature and national trends demonstrate that form based zoning may enhance and bring synergy to such areas to a much greater degree than conventional standards. In light of recent development activity, it may be a good idea for the Council and Planning Commission to better understand the form based code. At a minimum, we hope to better educated the Council and Planning Commission members, many of whom were not present when the codes were created, on the merits of the approach. We have been wanting to do this for some time and we believe the education process would be better served without a specific project that tends to bias the discussion.

Staff is suggesting an education program whereby every 3<sup>rd</sup> City Council meeting (and Planning Commission meeting), staff or others will help us better understand what form based zoning is all about. The education module could be limited to short presentations, field trips, slide shows, guest speakers, etc. We recommend the following seven City Council meeting dates:

March 5, May 7, June 18, August 6, September 17, October 29, and  
December 17

In another, but maybe related matter--others are looking to Farmington and want to try the same thing. Just so you know, we have received numerous requests for copies of our ordinance. We have conducted field trips for representatives from other communities and college groups, and we have responded to increased requests for presentations to share with others how we are doing it.

Respectively Submitted



David Petersen  
Community Development Director

Concur



Dave Millheim  
City Manager

CITY COUNCIL AGENDA

For Council Meeting:  
February 19, 2013

**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.