

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to discuss the Chestnut Farms rezone 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, January 5, 2016, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

PRESENTATIONS:

7:05 Presentation for Years of Dedicated Service to Jim Young

7:10 Presentation for Years of Dedicated Service to Brett Anderson

7:15 Introduction of new City Council Member/Administration of Oath of Office

PUBLIC HEARINGS:

7:20 Chestnut Farms Phase IV and V Rezone

7:30 Pack Property Rezone and General Plan Amendment for Ivory Homes

NEW BUSINESS:

7:50 Clark Lane Village License Agreement

8:00 Resolution Amending the Consolidated Fee Schedule relating to Activities, Rentals and Contractual Rates

SUMMARY ACTION:

8:10 Minute Motion Approving Summary Action List

1. Cemetery Rules and Regulations
2. Avenues at the Station Phase 2 Improvements Agreement
3. Approval of City Council Minutes from December 15, 2015
4. Bid for Workers Compensation Insurance
5. Approval of Prosecution Services Agreement for Justice Court
6. Resolution appointing the City Recorder and City Treasurer

GOVERNING BODY REPORTS:

8:15 City Manager Report

1. Executive Summary for Planning Commission held on December 17, 2015
2. Prop 1 Funding Update
3. Strategic Planning Date – February 4th from 4-8 p.m. w/dinner
4. Public Improvements Reimbursement Agreement

8:20 Mayor Talbot & City Council Reports

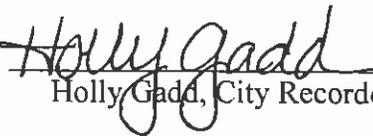
ADJOURN

CLOSED SESSION

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

DATED this 31st day of December, 2015.

FARMINGTON CITY CORPORATION

By:  _____
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
January 5, 2016

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

It is requested that City Councilmember Brigham Mellor give the invocation to the meeting and it is requested that Mayor Jim Talbot lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
January 5, 2016

S U B J E C T: Presentation for Years of Dedicated Service to Jim Young

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Mayor Talbot will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:
January 5, 2016

S U B J E C T: Presentation for Years of Dedicated Service to Brett Anderson

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Mayor Talbot will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:
January 5, 2016

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

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Mayor Talbot will introduce Brett Anderson, new City Council member. Holly Gadd will perform the administration of Oath of Office.

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

CITY COUNCIL AGENDA

For Council Meeting:
January 5, 2016

PUBLIC HEARING: Chestnut Farms Phase IV and V Rezone

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: December 23, 2015

SUBJECT: **Chestnut Farms Phases IV and V Rezone Application**
Applicant: **John Wheatley – Symphony Homes**

RECOMMENDATION

- 1) Hold a public hearing;
- 2) Move that the City Council approve the enclosed enabling ordinance rezoning 30.5 acres of property as described in Exhibit "A" from A (Agricultural) to AE (Agricultural Estates located at approximately 500 South 1525 West.

Findings for Approval:

1. The requested zone change is consistent with the General Plan for the area.
2. The requested zone change is associated with the requested subdivision application for Chestnut Farms Phase IV PUD Subdivision. The preliminary plat as submitted is consistent with the rezone application.
3. Staff feels that granting this zone change would allow proportionate sized single family homes on all of the property consistent with previous phases of the development.
4. It has been common practice that all agricultural zone land east of the 4218 line will be rezoned to AE.

BACKGROUND

The request for rezone is in conjunction with the Subdivision application for the Chestnut Farms Phase IV and the future Phase V subdivision. This application is for the approximately 30.5 acres of property located at approximately 500 South 1525 West. The current zoning is A (Agricultural) and the request is for AE (Agricultural Estates). Mr. Wheatley would like to rezone this property so that it may be subdivided into smaller lot sizes for the continuation of his PUD development. The subdivision application for Phase IV and the subsequent lots sizes proposed are completely dependent on this rezone application being approved. The City has always intended that as this subdivision and related PUD master plan be approved, the property would be rezoned to reflect the first three phases of Chestnut Farms that are already built, as well as other adjacent properties. Normally, the property

would have been rezoned when the developer obtained schematic and preliminary PUD master plan approval, but this action did not occur at that time.

Supplemental Information

1. Vicinity Map
2. Zoning Map
3. General Land Use Map
4. Boundary Description of Property that is to be Rezoned – Exhibit “A”

Applicable Ordinances

1. Title 11, Chapter 10 – Agricultural Zones

Respectfully Submitted



Eric Anderson
Associate City Planner

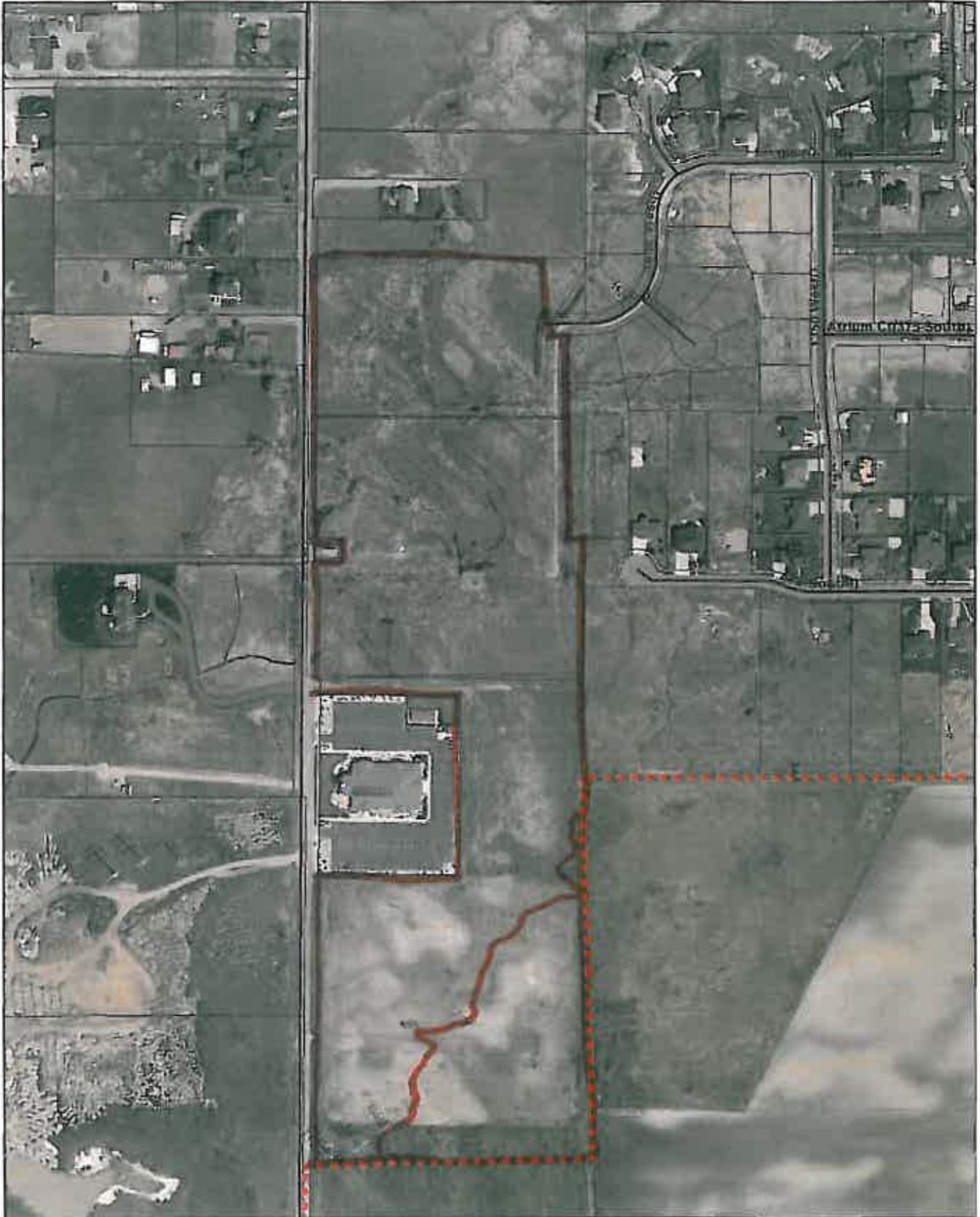
Concur

DO NOT CONCUR

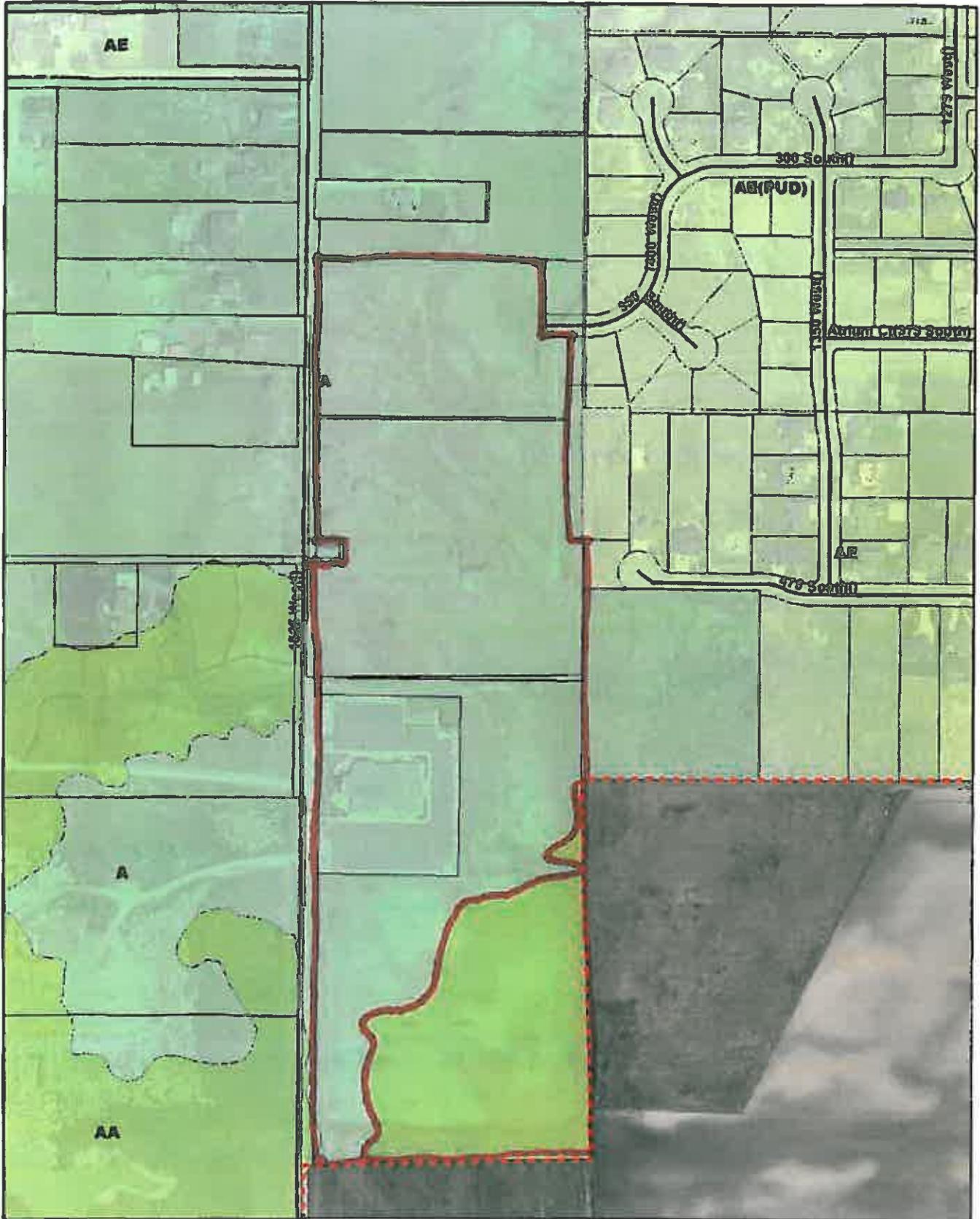
Dave Millheim
City Manager

DFM

Farmington City



Farmington City



Farmington City

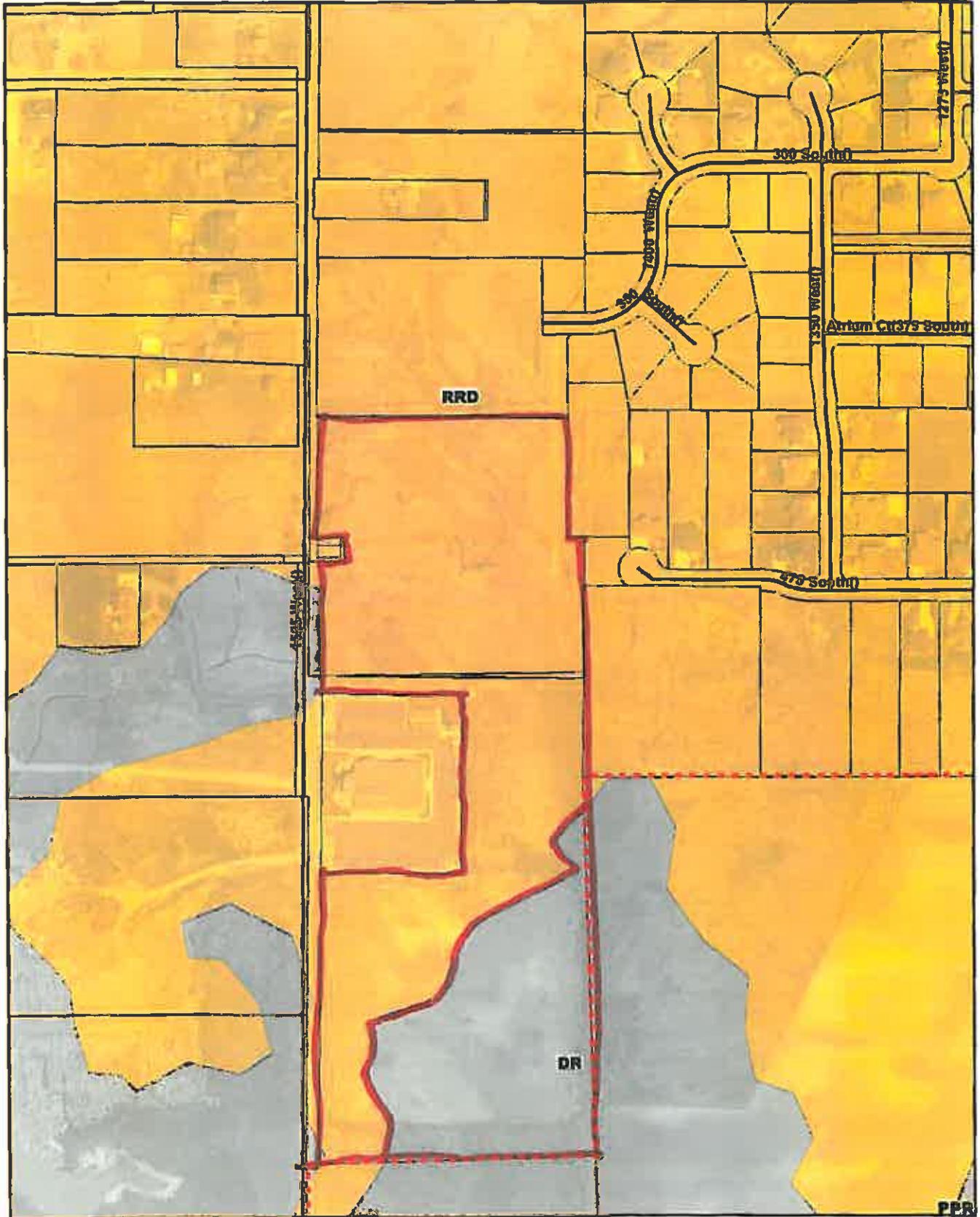


EXHIBIT "A"



11-30-15
1864-61

CHESTNUT RE-ZONE LEGAL DESCRIPTION FARMINGTON CITY, DAVIS COUNTY, UTAH

PART OF THE NORTH HALF OF SECTION 26 AND THE SOUTH HALF OF SECTION 23 OF TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES N89°46'42"E 579.01 FEET AND S00°13'18"E 64.17 FEET FROM THE QUARTER CORNER COMMON TO SAID SECTION 23 AND 26; THENCE S00°18'35"W 502.54 FEET; THENCE S01°41'04"E 933.22 FEET; THENCE S88°18'56"W 701.02 FEET; THENCE N00°34'20"E 736.71 FEET; THENCE S89°29'13"E 357.01 FEET; THENCE N00°30'47"E 451.16 FEET; THENCE N89°29'13"W 356.54 FEET; THENCE N00°34'20"E 333.29 FEET; THENCE N89°43'35"E 55.04 FEET; THENCE N00°16'25"W 60.00 FEET; THENCE S89°41'42"W 54.73 FEET; THENCE N00°03'15"E 703.26 FEET; THENCE N89°54'06"E 555.42 FEET; THENCE S00°09'22"E 193.01 FEET; THENCE N89°50'38"E 78.24 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 23.56 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF S44°51'24"W, AND A CHORD LENGTH OF 21.21 FEET; THENCE S00°07'49"E 497.24 FEET; THENCE N89°46'56"E 156.00 FEET; THENCE S00°07'49"E 34.80 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 107.00 FEET, A RADIUS OF 53.50 FEET, A CHORD BEARING OF S05°27'39"W, AND A CHORD LENGTH OF 90.04 FEET; THENCE S89°46'56"W 107.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,331,546 SQUARE FEET OR 30.568 ACRES

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FARMINGTON, UTAH

ORDINANCE NO. 2016 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR 30.5 ACRES OF PROPERTY FROM AN A TO AN AE ZONE LOCATED AT APROXIMATELY 500 SOUTH 1525 WEST

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

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

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

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

Section 1. Zoning Change. The property described in Application # Z-4-15, filed with the City, located at approximately 500 South and 1525 West, identified by portions of parcel numbers: 080810092, 080740084, and 080740083, comprising 30.5 acres and as further described on Exhibit "A" and illustrated by Exhibit "B" attached hereto and by this reference made a part hereof.

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

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

DATED this 5th day of January, 2015.

FARMINGTON CITY

H. James Talbot
Mayor

ATTEST:

Holly Gadd
City Recorder

EXHIBIT "A"



11-30-15
1864-61

CHESTNUT RE-ZONE LEGAL DESCRIPTION FARMINGTON CITY, DAVIS COUNTY, UTAH

PART OF THE NORTH HALF OF SECTION 26 AND THE SOUTH HALF OF SECTION 23 OF TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES N89°46'42"E 579.01 FEET AND S00°13'18"E 64.17 FEET FROM THE QUARTER CORNER COMMON TO SAID SECTION 23 AND 26; THENCE S00°18'35"W 502.54 FEET; THENCE S01°41'04"E 933.22 FEET; THENCE S88°18'56"W 701.02 FEET; THENCE N00°34'20"E 736.71 FEET; THENCE S89°29'13"E 357.01 FEET; THENCE N00°30'47"E 451.16 FEET; THENCE N89°29'13"W 356.54 FEET; THENCE N00°34'20"E 333.29 FEET; THENCE N89°43'35"E 55.04 FEET; THENCE N00°16'25"W 60.00 FEET; THENCE S89°41'42"W 54.73 FEET; THENCE N00°03'15"E 703.26 FEET; THENCE N89°54'06"E 555.42 FEET; THENCE S00°09'22"E 193.01 FEET; THENCE N89°50'38"E 78.24 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 23.56 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF S44°51'24"W, AND A CHORD LENGTH OF 21.21 FEET; THENCE S00°07'49"E 497.24 FEET; THENCE N89°46'56"E 156.00 FEET; THENCE S00°07'49"E 34.80 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 107.00 FEET, A RADIUS OF 53.50 FEET, A CHORD BEARING OF S05°27'39"W, AND A CHORD LENGTH OF 90.04 FEET; THENCE S89°46'56"W 107.75 FEET TO THE POINT OF BEGINNING.

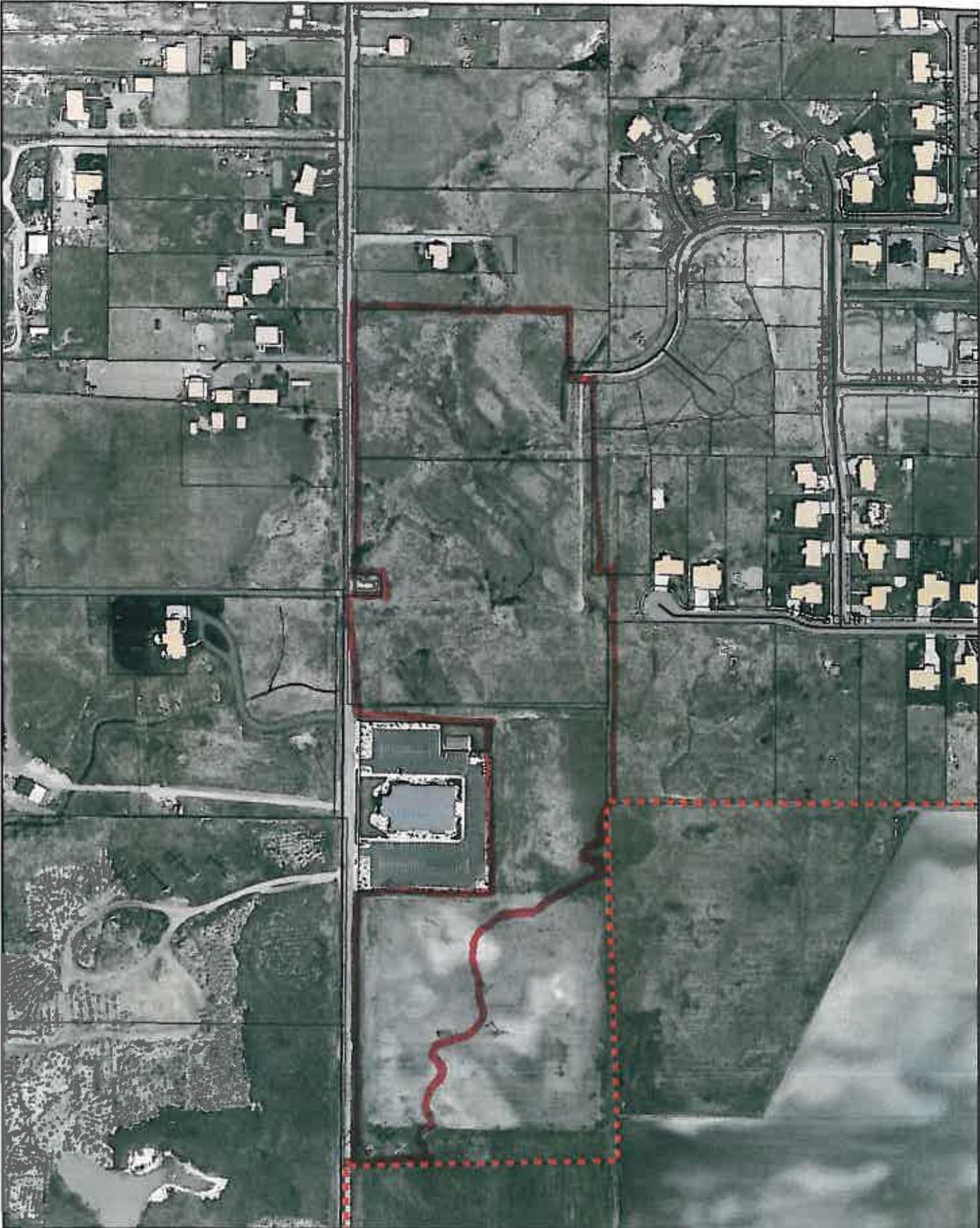
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EXHIBIT "B"

Farmington City



CITY COUNCIL AGENDA

For Council Meeting:
January 5, 2016

PUBLIC HEARING: Pack Property Rezone and General Plan Amendment for Ivory Homes

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: December 23, 2015

SUBJECT: **Pack Property Rezone and General Plan Amendment Related Thereto**
Applicant: Nick Mingo – Ivory Homes

RECOMMENDATION

A. Hold a public hearing;

Suggested Alternative Motions:

B1. (Staff Recommendation) Move that the City Council deny the zoning map amendment.

Findings for Denial

1. Rezoning the LM&B zone would reduce the area for this necessary zoning designation and could potentially hamstring the City if there was not enough space for these types of uses to develop in the future.
 2. Rezoning the property would allow for more residential abutting existing LM&B uses, including warehousing, self-storage, a heavy machinery storage yard, etc.
 3. Rezoning the property is an inappropriate use for this area in the future.
 4. If the applicant is correct, and developing this property as LM&B may take decades, then leaving this property as LM&B may provide the City greater flexibility in the future to accommodate unforeseen uses that may need ample green field space that otherwise may not be available as the City approaches build out.
 5. If it is determined in the future that LM&B is no longer a viable zoning designation and residential uses are more desirable, at that time a residential zoning designation can be granted.
 6. Currently there is no downside to leaving the property zoned as LM&B, except to the property owner, who was in favor of the original zoning designation of LM&B (instead of the default A zone designation) when the property was annexed in 2002.
- B2.** (Planning Commission Recommendation) Move that the City Council conceptually approve the zoning map and related general plan amendments for approximately 48 acres of property as described in Exhibit “A” from LM&B to AE, and LM to RRD, whereby

final consideration of the request will occur concurrent with schematic plan and preliminary PUD master plan review by the Planning Commission and City Council.

Findings for Conceptual Approval

1. Rezoning the LM&B zone would not reduce the area significantly enough for this necessary zoning designation and would not potentially hamstring the City in the future.
2. Rezoning the property would still allow for residential abutting existing LM&B uses, including warehousing, self-storage, heavy machinery storage, sexually oriented businesses, etc.
3. Rezoning the property to AE is an appropriate use for this area in the future.
4. The proposed rezone to AE is still north and east of the 4218 line.
5. The proposed rezone still provides sufficient area for SOBs.

BACKGROUND

October 8th Planning Commission Staff Report:

The applicant desires to develop a mixture of single family residential home types on the Pack Property located at 650 West and approximately 1269 South. Currently, the majority of the property (48.38 acres) is zoned LM&B (Light Manufacturing and Business) while 8.3 acres of the property (on the north end, off of Glover's Lane) is zoned AE (Agriculture Estates). The applicant is proposing that 5 acres of property, on the southeast corner, near Legacy Parkway remain as LM&B and the remaining property be rezoned to LR (Large Residential).

The general plan designation for this property may also need to be changed from LM (Light Manufacturing) and RRD (Rural Residential Density) as the LR zone designation is usually tied to the LDR (Low Density Residential) general plan designation. Currently, both the LR zone and LDR general plan designation are only found east of the I-15 corridor, and this rezone would be setting a precedent. As part of this approval, normally staff would also be doing a general plan amendment to reflect the zone change. However, prior to going through a general plan amendment staff wanted some direction on the rezone to gauge the Planning Commission's stance on the potential for this to go through the approval process.

Perhaps more impactful is the rezone of the LM&B zone and amendment of the LM general plan designation. The LM&B zone was established to provide for specific uses not permitted in other parts of the city, including: light industrial, manufacturing, and sexually oriented businesses. The risk of rezoning portions of the LM&B zone to LR is that once that zoning designation is gone, it will be very difficult to get back, unless the city boundary expands south. The growth of this zone has been slow, due in part to the types of uses, and to its location (there is no close freeway access that industrial and manufacturing uses depend on). The issue before the Commission is whether they are willing to reduce the size of the LM&B zone and thus limit the potential for future industrial and manufacturing uses within Farmington, or whether they want to keep the LM&B zone intact for future development of this kind in this location as was designated by a previous City Council as a suitable place for LM&B uses.

The following is a summary of the October 8th Planning Commission:

Staff presented the Planning Commission with three alternative suggested motions, with findings for each alternative, this allowed the commissioners to have an informed and guided discussion and to make a recommendation on which alternative they felt would guide the City in the right direction. This

notwithstanding, staff suggested that the alternative for denial was the preferred motion, based on the LM&B zone being the only zone within the city for “backyard uses” and rezoning this to LR would reduce the availability of LM&B zone by half. Additionally, there are currently no single family residential zones (R, LR, S, LS) on the west-side of the freeway. The applicant made the argument that this is not a good location for the LM&B zone because it has no freeway access and single family residential, particularly a senior housing community (patio style homes) would be a better fit, and would be a good use for this land. The Planning Commission ultimately felt that more information was needed before an informed recommendation could be made, and the commission tabled the item until the applicant could provide more information on the floodplain issues, a traffic study, and whether the site could be feasibly serviced by both sanitary sewer and culinary water. Additionally, the commission felt that it would be prudent to consider the amendment to the General Plan concurrently with the rezone application.

The October 8th concept plan was included as part of the Planning Commission’s review to better inform their decision; however, the concept plan was not under review for approval and was dependent on the rezone for its realization, as well as a PUD overlay for part or the whole of the project. The concept plan showed fifty-five 11,000 s.f. lots along 650 West on the western portion of the property; this would be a traditional single family product. There were also 6,500 s.f. lots proposed as a senior living/patio home community tucked behind more traditional single family residential development. Along Doberman Lane, the applicant was proposing twenty-six 14,500 s.f. lots across Glover’s Lane from the future high school. Ivory Ridge in Lehi (east of the freeway) is a similar product to what Ivory originally proposed on October 8th.

November 19th Planning Commission staff report:

Since the October 8th meeting, the applicant performed all of the requested studies reviewing the potential impacts from a development on this site. The relevant portions of the traffic study have been included as attachments for your review, the floodplain as determined by the 4218’ elevation line is in exactly the same spot as was previously shown at the prior meeting, and both Central Davis Sewer and the City Engineer sent the applicant emails stating that there is capacity and the necessary infrastructure of sewer and water to service the proposed development.

One remaining policy question that looms on this particular application is not only the larger question of whether to shrink the LM&B zone significantly, and to replace with residential uses, but how that may potentially affect the City’s ability to allow for sexually oriented businesses (SOBs). Staff has included Chapter 34 of the Zoning Ordinance for your reference. Section 11-34-020(2)(a)(ii) states that “No sexually oriented business shall be located within one hundred (100) feet of any residential use located within the LM&B zone, or within four hundred (400) feet of any residential use outside the LM&B zone or residential zoning boundary.” If this rezone occurs, will this change essentially outzone sexually oriented businesses? We have placed attachments in the staff report illustrating the potential effects that this zone change could have on SOBs.

The following is a summary of the November 19th Planning Commission:

The applicant revised their rezone application to change the LM&B zone to AE instead of LR, and subsequently the applicant will also need to amend the General Plan designation from LM to RRD (Rural Residential Density) instead of LDR (Low Density Residential). The applicant provided a yield plan showing 79 lots instead of 129 lots as was previously proposed; the proposal may have resulted in a 20% bonus or 94 total lots if approved as part of a conservation subdivision or PUD, we do not know yet which designation the applicant will be pursuing. While the applicant has provided the revised yield plan, until a concept plan was submitted and preliminarily reviewed by staff and the Planning Commission, staff recommended that the public hearing be continued until a date certain. The Planning Commission followed staff’s recommendation and continued the public hearing until December 3rd.

December 3rd Planning Commission staff report:

Since the November 19th Planning Commission, the applicant has provided a revised concept plan showing 90 lots, with the open space requirement being met on the southern portion of the property. The applicant is proposing to keep 12.19 acres of property as LM&B, primarily in the western portion and the southeast corner of the project area. The revised concept plan also takes into account vicinity statistics in regard to SOBs and the Chapter 34 requirement that all SOBs have to be 400' of any residential area. City Staff calculated the total area that Farmington will be at build-out (or once all areas that are declared as annexation declaration areas have been annexed) to be approximately 7,108.6 acres; therefore the 10 percent of 1 percent needed for SOBs beyond 400 feet of any residential use outside of the LM&B zone or residential zoning boundary is 7.1 acres. The revised concept plan shows that the available land for potential SOBs far exceeds the 7.1 acres, at 27.6 acres.

The following is a summary of the December 3rd Planning Commission:

The Planning Commission discussed the reality of needing 70 acres of LM&B zone versus 42 acres that the applicant is proposing. The discussion went largely along the tenet of sacrificing LM&B for residential uses as a broader policy decision. The Planning Commission was split on this issue.

The majority of the commissioners felt that the city put LM&B uses in this area of Farmington simply because it is far removed from residential, it was out of the way, and now it is a type of use that is not needed in the city at the scale that now exists currently, because Farmington is mainly a residential community, and industrial uses are not in demand. Additionally, these commissioners felt that this application still left enough LM&B to fulfill the city's future needs for these types of uses.

The other commissioners felt that it may be too soon to relinquish the LM&B uses at the level that the applicant is proposing. They did not feel that there was a downside to leaving the property as LM&B, even if it took many decades for it to develop as light industrial. These commissioners also felt that if LM&B is as difficult to develop in the future as the applicant is suggesting, then this area could be a good place-holder for any unforeseen uses in the future that the city may need a place for, and not have room for those uses to go when the City is closer to build-out.

One additional consideration that was not taken into account was a discrepancy between the proposed concept plan and the yield plan. The areas that the applicant was proposing as LM&B cannot count towards the yield plan, thus 12 lots along 650 West that were proposed as LM&B zone would be lost and 1 lot (36) would also be lost. Additionally, 3 of the 6 lots (38-43) would go away because the 4218 line bisects the lots and the proposed configuration won't work. However, if the applicant wishes to, he can remove the LM&B rezone designation along 650 West and seek to rezone that to AE bringing his total lot count on the yield plan to 70-75 units and still affording him the ability to construct 80-90 homes as has been proposed on the concept plan. This solution would still allow enough space to accommodate 7.1 acres of land for SOBs, however, it would place residential directly across 650 West from LM&B and it becomes a policy question: is the City comfortable removing the LM&B zoning designation along 650 West where it already exists and abuts a major road?

January 5th City Council staff report:

The applicant has provided revised yield and concept plans that have a 200' strip of LM&B remaining along 650 West to be directly adjacent to the existing LM&B uses on the west side of the street. As a result of amending the yield plan and taking out three lots along the south

boundary, and then another 6 lots along 650 West, the applicant's total yield was brought down from 79 to 70 lots, and the concept plan subsequently went down from 90 lots to 84 lots. Other than these changes, the yield and concept plans presented to you tonight are the same as reviewed by the Planning Commission. It is worth noting that the concept plan is not under review for approval tonight, but it is meant to guide your decision making process, i.e. before determining whether or not to rezone the property, councils in the past wanted to know what the City would be getting as a result of the rezone.

It is also important to note that UDOT's preferred West Davis Corridor alignment bisects this property as it connects to I-15. At the outset of this proposal, both city staff and Ivory Homes contacted UDOT to inform them of the proposed development. UDOT's response was to move forward, because a record of decision has not been made and therefore the City and developers should not make their planning decisions based on the preferred alignment. The council tonight is not voting on the WDC and the preferred alignment should not influence your decision; you are only voting on the merits of the rezone as a policy decision.

Supplemental Information

1. Vicinity Map
2. General Plan Map
3. Zoning Map
4. Yield Plan
5. Current Proposed Concept Plan
6. Narrative
7. Executive Summary and Results of Traffic Impact Study
8. SOB Attachments including Chapter 34 of the Zoning Ordinance
9. Chapter 12 of the General Plan regarding Industrial Development
10. Excerpt of the City Council Minutes from February 6, 2002

Applicable Ordinances

1. Title 11, Chapter 10 – Agriculture Zones
2. Title 11, Chapter 26 – Light Manufacturing and Business (LM&B)
3. Title 11, Chapter 34 – Sexually Oriented Businesses
4. Chapter 12 of the General Plan – Industrial Development

Respectfully Submitted



Eric Anderson
Associate City Planner

Concur

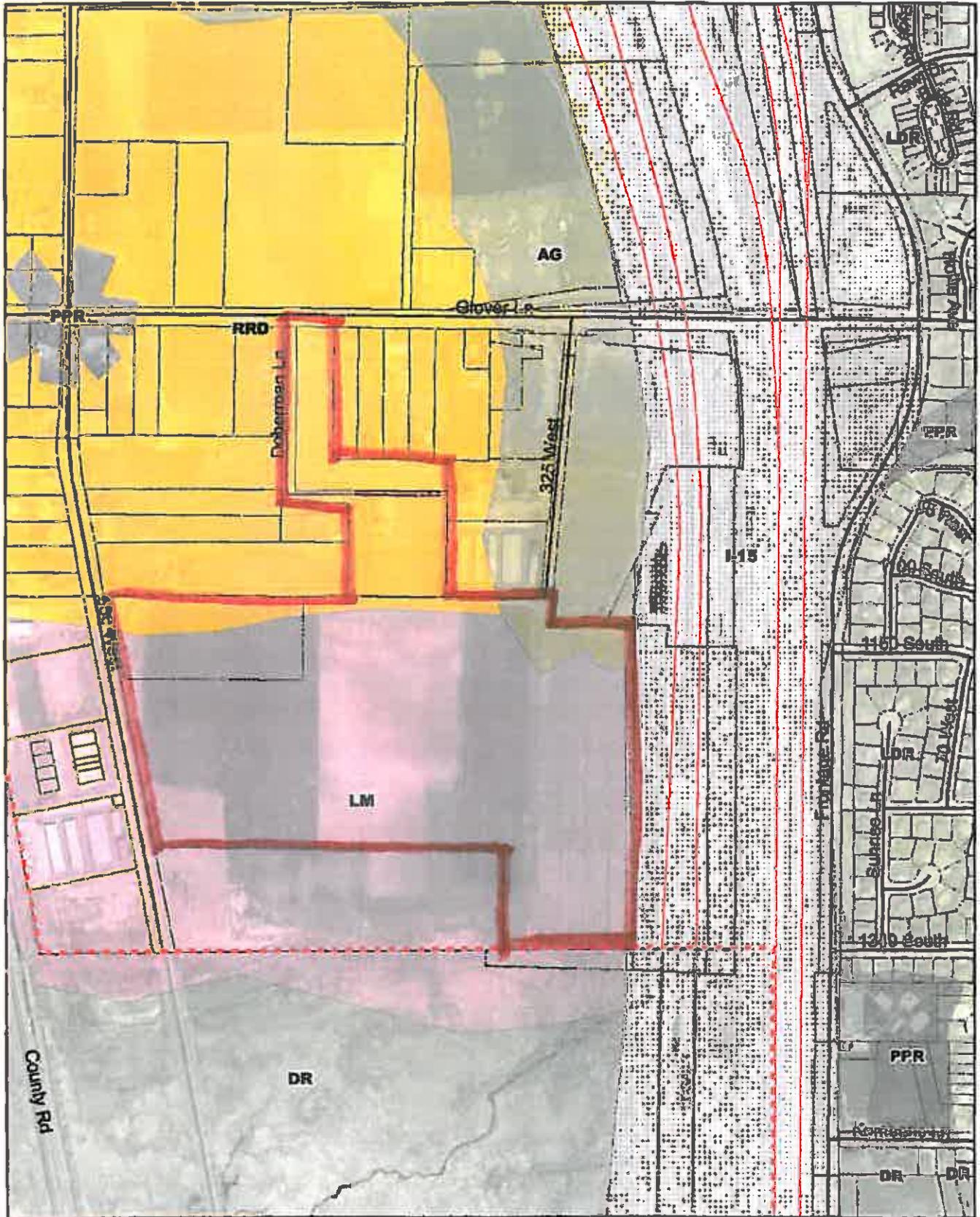


Dave Millheim
City Manager

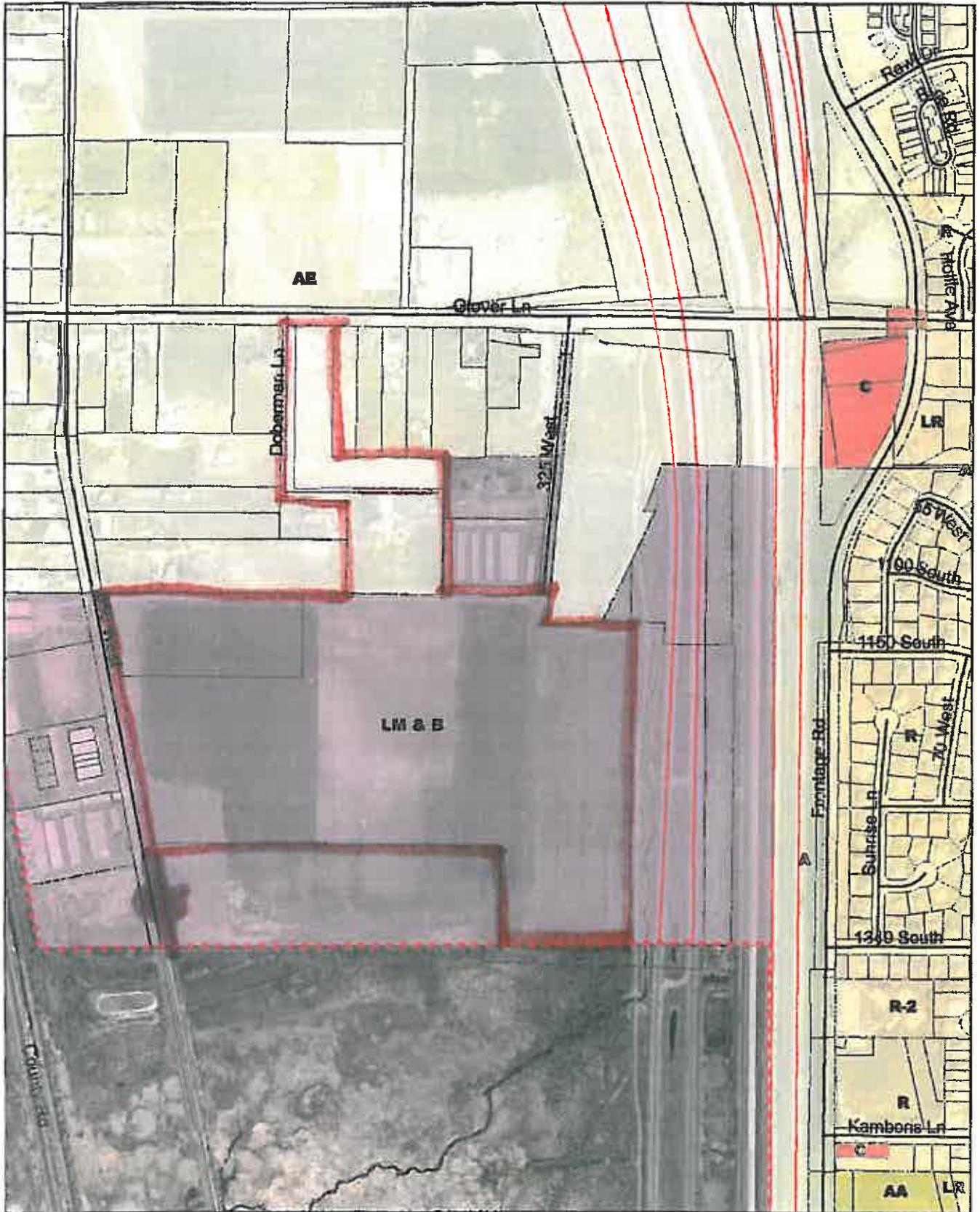
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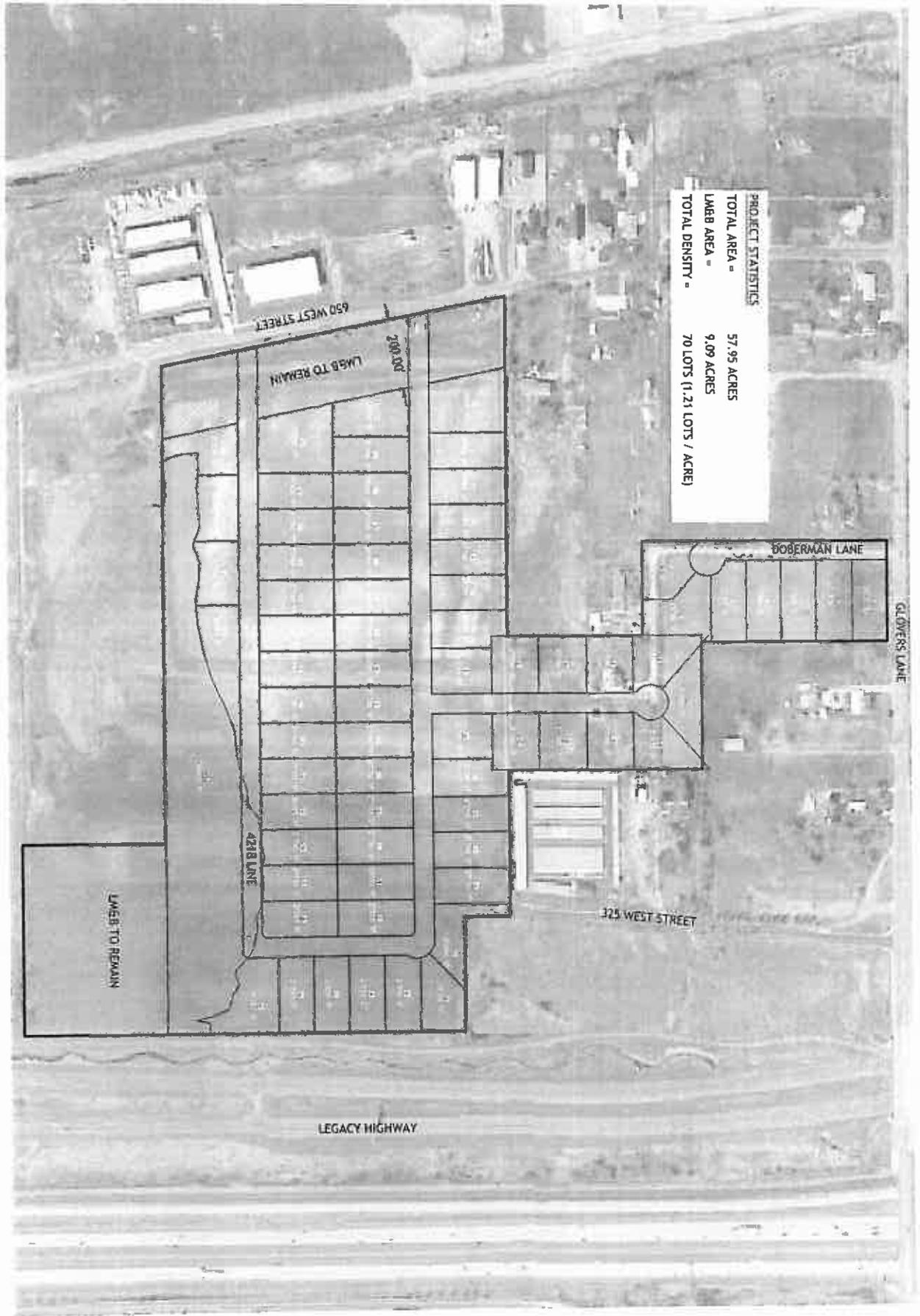


Farmington City



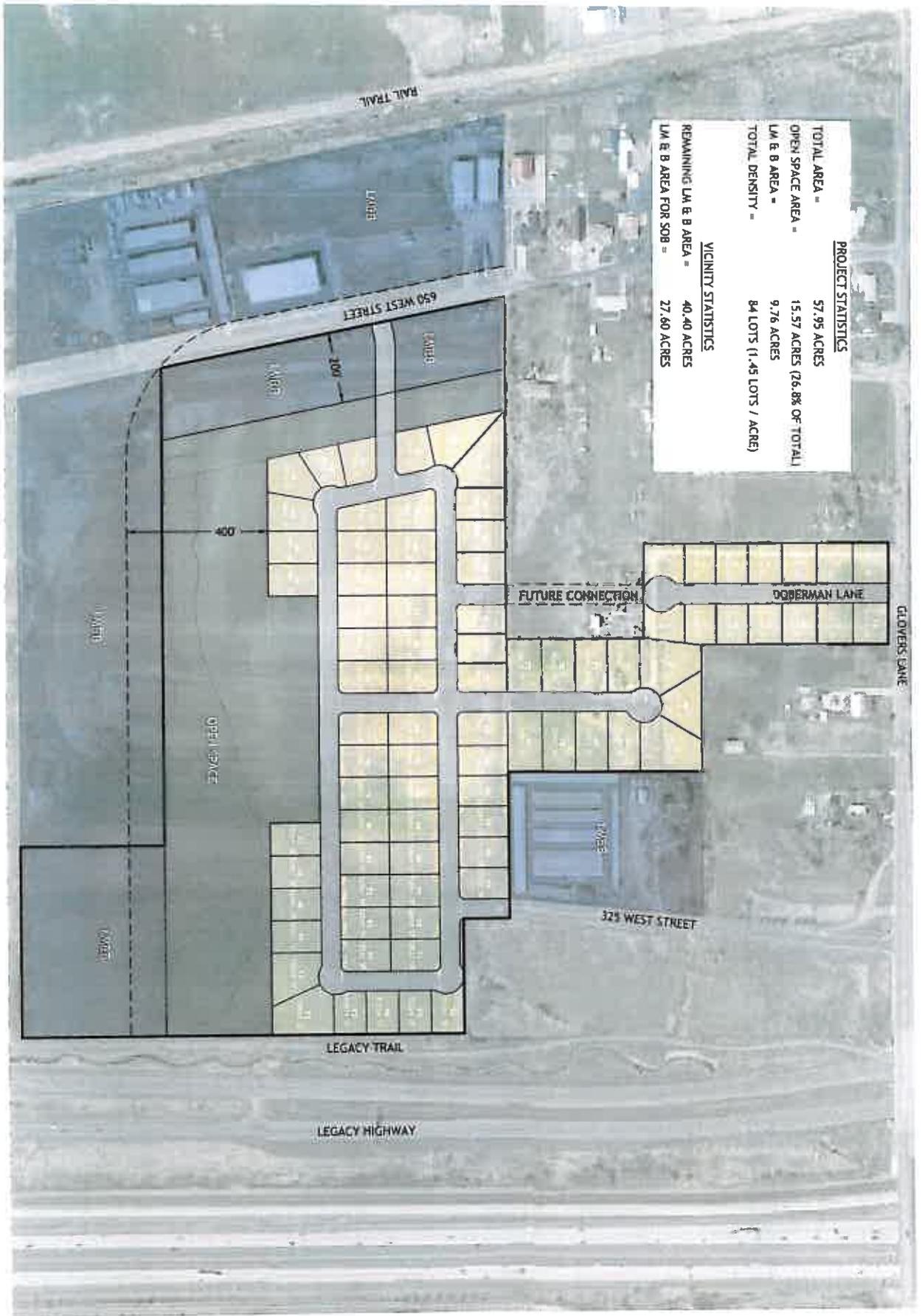
Farmington City





IVORY HOMES - Yield Plan





IVORY HOMES - Concept Plan



978 Woodoak Lane
Salt Lake City, UT 84117

801-747-7440
or 801-747-7091

August 27, 2015

David Petersen
Community Development Director
160 S. Main Street
Farmington, UT 84025

Re: General Plan Amendment and Zone Change Application

Dear David:

The purpose of the requested General Plan Amendment and Zone Change is to propose a mixed use master planned community that would include an estate single family home community, a maintenance free active adult community, a light manufacturing and business park, along with 9 acres of open space. Please feel free to contact me with any questions during the review process.

Regards,

Bryon Prince
Ivory Development
978 East Woodoak Lane
SLC, UT 84117
(801) 520-9155
bprince@ivoryhomes.com

EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Farmington Park project located in Farmington, Utah. The proposed project will be located south of Glovers Lane and east of 650 West (Tippetts Lane).

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (conditions after development of the proposed project) at key intersections and roadways in the vicinity of the site. Future 2020 conditions are also analyzed.

TRAFFIC ANALYSIS

The following is an outline of the traffic analysis performed by Hales Engineering for the traffic conditions of this project.

Existing (2015) Background Conditions Analysis

Hales Engineering performed weekday morning (7:00 to 9:00 a.m.), afternoon (2:00 to 4:00 p.m.), and p.m. (4:00 to 6:00 p.m.) peak period traffic counts at the following intersections:

- 650 West (Tippetts Lane) / Glovers Lane
- 325 West / Glovers Lane
- East I-15 Frontage Road / Glovers Lane
- 200 East / Glovers Lane

These counts were performed on Wednesday, October 28, 2015. The a.m. peak hour was determined to be between the hours of 7:45 and 8:45 a.m., the afternoon peak hour was between 3:00 and 4:00 p.m. and the p.m. peak hour between 5:00 and 6:00 p.m. The p.m. peak hour traffic volumes were found to be approximately 42 percent higher than the a.m. traffic volumes and approximately 29 percent higher than the afternoon traffic volumes. Therefore, the p.m. peak hour volumes were used for analysis to represent the worst-case conditions.

As shown in Table ES-1, all intersections are operating at level of service A during the p.m. peak hour. No significant queuing was observed.

Project Conditions Analysis

The proposed land use for the site has been identified as follows:

- Single Family Homes: 127 dwelling units

The projected trip generation for the development is as follows:

- Daily: 1,310
- a.m. Peak Hour Trips: 100
- p.m. Peak Hour Trips: 132

Existing (2015) Plus Project Conditions Analysis

As shown in Table ES-1, all of the study intersections are anticipated to continue to operate at levels of service A during the p.m. peak hour. No significant queueing is anticipated.

Future (2020) Background Conditions Analysis

As shown in Table ES-1, all of the study intersections are anticipated to continue to operate at levels of service A during the p.m. peak. No significant queueing is anticipated.

Future (2020) Plus Project Conditions Analysis

As shown in Table ES-1, all study intersections are anticipated to continue to operate at level of service A during the p.m. peak hour. No significant queueing is anticipated.

Future (2020) Plus Adjacent Project Conditions Analysis

As shown in Table ES-1, all study intersections are anticipated to continue to operate at level of service A during the p.m. peak hour. No significant queueing is anticipated.

RECOMMENDATIONS

The following mitigation measures are recommended:

Existing (2015) Background Conditions Analysis

No mitigation measures are recommended.

Existing (2015) Plus Project Conditions Analysis

No mitigation measures are recommended.

Future (2020) Background Conditions Analysis

No mitigation measures are recommended.

Future (2020) Plus Project Conditions Analysis

No mitigation measures are recommended.

Future (2020) Plus Adjacent Project Conditions Analysis

No mitigation measures are recommended.

| Intersection | Projected 2015 Background | Projected 2015 Plus Project | Future 2020 Background | Future 2020 Plus Project | Future 2020 Plus Adjacent Project |
|--|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------------|
| Description | LOS (Sec/Veh ¹) |
| 650 West (Tippetts Lane) / Grovers Lane | A (8.2) / SB | A (8.9) / SB | A (8.9) / SB | A (9.9) / SB | C (21.2) / SB |
| 325 West / Grovers Lane | A (3.4) / NB | A (3.8) / NB | A (4.4) / NB | A (4.3) / NB | A (5.3) / NB |
| I-15 Frontage Road / Grovers Lane | A (7.2) | A (7.6) | A (8.0) | A (8.5) | B (10.4) |
| 200 East (SR-106) / Grovers Lane | A (5.5) / EB | A (5.8) / EB | A (8.6) / EB | A (9.1) / EB | B (10.2) / EB |
| Doberman Lane / Grovers Lane ² | - | A (0.7) / NB | - | A (0.7) / NB | A (9.4) / SB |
| Street 1 / 650 West (Tippetts Lane) ² | - | A (2.6) / WB | - | A (2.7) / WB | A (2.7) / WB |
| Street 2 / 650 West (Tippetts Lane) ² | - | A (2.5) / WB | - | A (2.7) / WB | A (2.7) / WB |
| Street 3 / 650 West (Tippetts Lane) ² | - | A (2.9) / WB | - | A (3.3) / WB | A (2.6) / WB |
| HS Access 2 / Grovers Lane ² | - | - | - | - | A (6.9) / SB |

1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for signalized and all-way stop controlled intersections and the worst approach for all other unsignalized intersections.
2. This is a project intersection and is only analyzed in the plus project scenarios.

Source: Hales Engineering, November 2015

SUMMARY OF KEY FINDINGS/RECOMMENDATIONS

The following is a summary of key findings and recommendations:

- All study intersections currently operate at level of service A.
- With project traffic added to the roadway network, all intersections are anticipated to continue to operate at level of service A.
- In future (2020) background conditions, all study intersections are anticipated to continue to operate at level of service A.
- With project traffic added to the roadway network under future 2020 conditions, all intersections are anticipated to continue to operate at level of service A.



- With traffic from the planned high school added to the future 2020 plus project traffic, all intersections are anticipated to operate at acceptable levels of service.
- No mitigation measures are recommended.

CHAPTER 34

SEXUALLY-ORIENTED BUSINESSES

- 11-34-010** Purpose.
- 11-34-020** Location of Businesses-Restrictions.
- 11-34-030** Effect on Non-Conforming Businesses.
- 11-34-040** Signs.
- 11-34-050** Definitions.

11-34-010 Purpose.

The purpose and objective of this Chapter is to establish reasonable and uniform regulations to prevent the concentration of sexually-oriented businesses or their location in areas deleterious to the City, regulate the signage of such businesses, control the adverse affects of such signage, and prevent inappropriate exposure of such businesses to the community. This Chapter is to be construed as a regulation of time, place, and manner of the operation of these businesses, consistent with the United States and Utah Constitutions.

11-34-020 Location of Businesses-Restrictions.

- (1) Outcall services shall only be allowed in areas zoned Light Manufacturing and Business LM&B.
- (2) Sexually-oriented businesses, except outcall services, shall only be allowed as a conditional use in areas zoned Light Manufacturing and Business LM&B subject to the following additional restrictions:
 - (a) No sexually-oriented business shall be located:
 - (i) within one thousand (1,000) feet of any school, public park, library, or religious institution;
 - (ii) within one hundred (100) feet of any residential use located within the LM&B zone, or within four hundred (400) feet of any residential use outside the LM&B zone or residential zoning boundary; or
 - (iii) within four hundred (400) feet of any other sexually-oriented business, except outcall services.
 - (3) Distance requirements between structures and uses specified in this Section shall be measured in a straight line, without regard to intervening structures or zoning districts, from the property boundaries of the school, public park, religious or cultural activity, residential use, or other sexually-oriented business, or from the right-of-way line of a gateway to the structure of the sexually-oriented business.
 - (4) Distance requirements from zoning districts for this Section shall be measured in

a straight line, without regard to intervening structures or zoning districts, from the closest zoning boundary of a residential or agricultural district to the sexually-oriented business structure.

11-34-030 Effect on Non-Conforming Businesses.

All existing legal, non-conforming sexually-oriented businesses, as of the effective date of the ordinance codified in this Chapter, or any amendment hereto, shall comply with the provisions of this Chapter within nine (9) months from the date this ordinance is enacted.

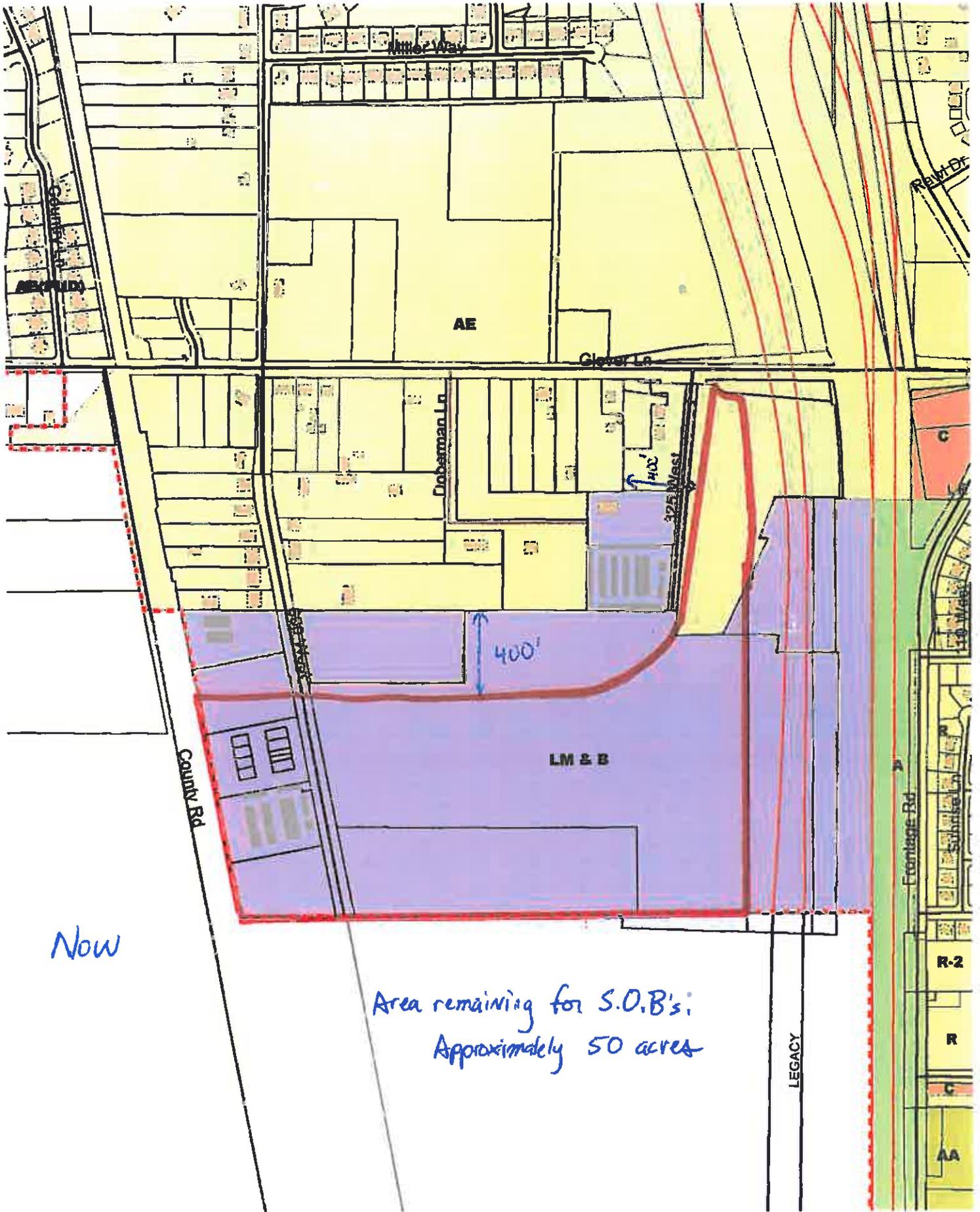
11-34-040 Signs.

Notwithstanding anything contrary to the Farmington City Sign Regulations or other applicable City Ordinances, the more restrictive requirements for signs shall prevail. Signs for sexually-oriented businesses shall be limited as follows:

- (1) No more than one (1) exterior sign shall be allowed.
- (2) No sign shall be allowed to exceed eighteen (18) square feet.
- (3) No animation shall be permitted on or around any sign or on the exterior walls or roof of such premises.
- (4) No descriptive art or designs depicting any activity related to or inferring the nature of the business shall be allowed on any sign. Said signs shall contain alphanumeric copy only.
- (5) Only flat wall signs and/or awning signs shall be permitted.
- (6) Painted wall advertising shall not be allowed.
- (7) Other than the signs specifically allowed by this Chapter, the sexually-oriented business shall not attach, construct, or allow to be attached or constructed any temporary sign, banner, light, or other device designed to draw attention to the business location.

11-34-050 Definitions.

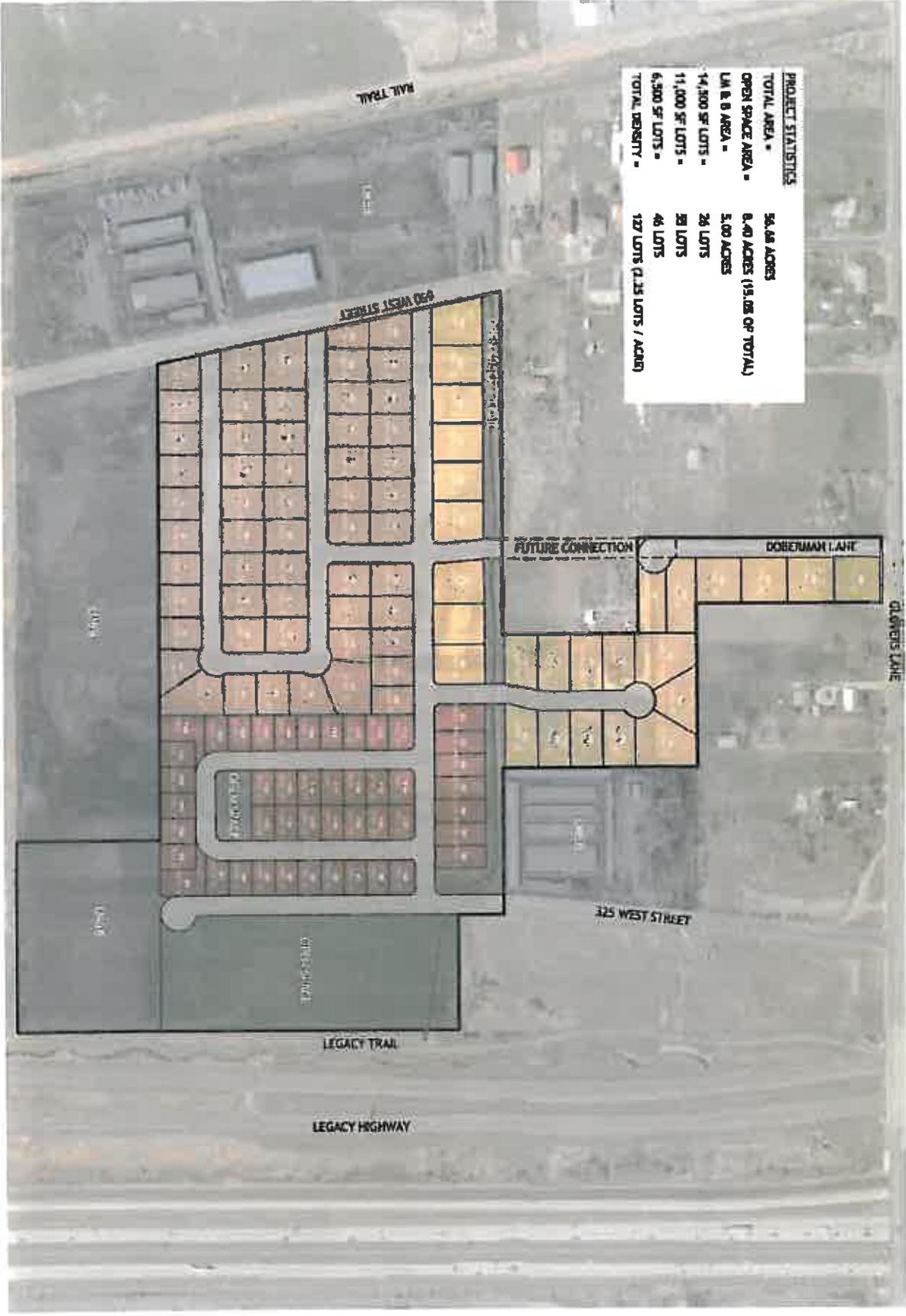
Terms involving sexually-oriented businesses which are not defined in this Title shall have the meanings set forth in Chapter 4 of the Businesses Regulations regarding Sexually-Oriented Businesses.



Now

Area remaining for S.O.B.'s:
Approximately 50 acres

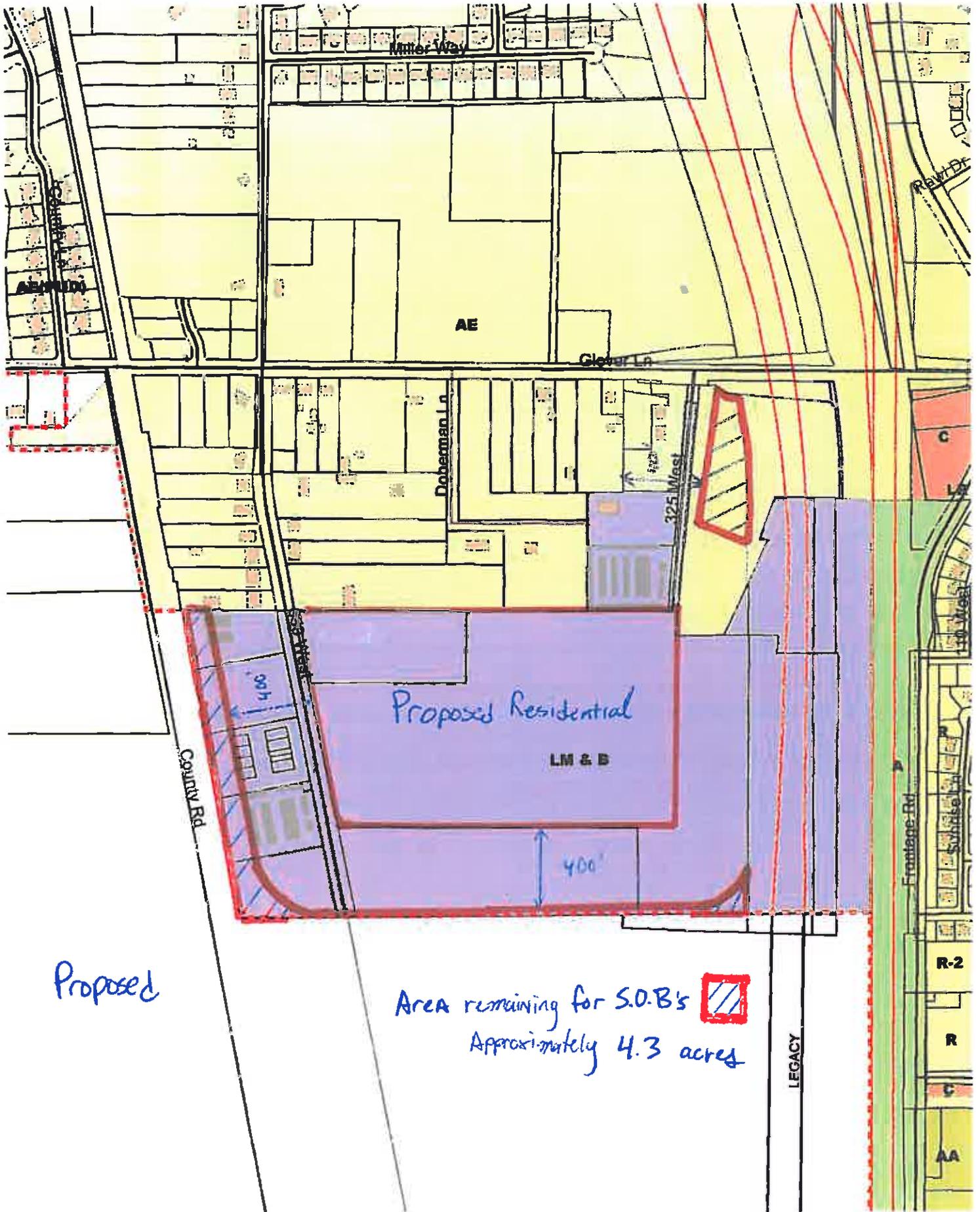
LEGACY



Proposed

IVORY HOMES - Concept Plan





Proposed

Area remaining for S.O.B's 
Approximately 4.3 acres

LEGACY

CHAPTER 12

INDUSTRIAL DEVELOPMENT

Although there are a couple of areas in Farmington that are zoned for industrial use, there has never been a strong emphasis on this type of development in past General Plans. One reason for this is that, although there are large vacant tracts of land available, there is not adequate infrastructure to support significant industrial development on those tracts. Another reason is that, as discussed in the previous chapter, it is the desire of the City's residents to limit non-residential development in order to maintain the rural residential atmosphere of the City.

In spite of this, the West Farmington Master Plan developed in 1986-87, designated an area west of I-15 near the Burke Lane interchange for industrial use. This includes and expands the larger of the two existing industrial zones. With the redesign of the interchange, and the extension of a road into West Farmington from the interchange to provide better access, this appears to have a better use with master planned commercial development. Therefore, another area south of Clovers Lane should be considered for light manufacturing uses, and related businesses.

The second existing industrial zone is located at 250 South on the West side of I-15. There appears to be no logical explanation for the zoning of this small, isolated parcel.

Recommendations:

1. Future industrial development should be confined to the area in southwest Farmington adjacent to Centerville's industrial zone. In order to create a transition from industrial uses to residential uses which are anticipated north of this area, a buffer zone should be established between industrial zoning and Clover Lane.
2. The existing industrial zone on 250 South should be repealed.
3. Any future industrial development should be "light" industrial. Light industrial uses are considered to be those in which all fabrication and manufacturing is done entirely within an enclosed building, where there is little if any particulate emission resulting from the use, and where there is little if any outside storage.
4. Industrial development should occur in an aesthetically pleasing environment.

preferably as planned industrial parks. Design standards for landscaping, buffering, and architecture should be similar to the standards for commercial development.

5. Establish minimum setback standards from streets and residential boundaries in industrial zones for buildings and storage/service areas. Require these setback areas to be completely landscaped.

After discussion, by consensus it was decided the sentence would read:

(15) Compliance. All buildings, uses, development and activities conducted within the LM&B Zone shall be constructed, maintained, pursued and/or conducted in accordance with all applicable State, federal, and local statutes and regulations, including health, safety, and environmental.

David Hale suggested a change in Section 11-26-040 item (8) which originally read ■Golf courses and/or related uses. • Mr. Hale suggested changing the phrase to read ■Golf courses and/or other related recreational uses. •

Susan Holmes *MOVED* that the City Council approve Ordinance 2002-15, an ordinance repealing Chapter 26 of Title 11 of the Farmington City Municipal Code establishing and providing for the manufacturing M-1 Zone and recodifying and enacting the same as the Light Manufacturing and Business Zone with changes as discussed. **David Hale** seconded the motion which passed by unanimous vote.

**PUBLIC HEARING: CONSIDERATION OF ORDINANCE ANNEXING PACK
PROPERTY OF APPROXIMATELY 96 ACRES IN SOUTHWEST AREA OF
FARMINGTON AND ZONING THE SAME LIGHT MANUFACTURING & BUSINESS
(LM&B) AS PER PETITION. (Agenda Item #6)**

Mayor Pro-tempore Haugen announced the agenda item was a *PUBLIC HEARING* and invited Mr. Forbush to give a summary of background information.

Mr. Forbush stated the annexation petition had been reviewed and recommended by the Planning Commission.

David Petersen described the proposed annexation property and said it was the petitioners' request to have the property zoned LM&B upon annexation.

DeVan Pack (owner of the annexation property) was in favor of the annexation. He thanked City officials for their help with the proposal and said he felt the LM&B zoning was appropriate for the use of the land. He and his family plan to farm the property for several years to come, but they do have future plans for development within the new zoning restrictions.

Dale Clark (owner of property south and adjacent to the Pack property) stated he wanted to see a water skiing recreational park on his property at some future date. He felt that would be a good use for that area and wanted the City Council to have such a plan in mind when considering development for the area. In order to have enough property for the project, several adjacent owners would have to cooperate, including the Pack brothers. Mr. Clark said the project would enhance the area and be a beautiful addition to the City.

Seeing no further forthcoming comments, **Mayor Pro-tempore Haugen** *CLOSED* the public hearing and asked the Council for their consideration.

Susan Holmes *MOVED* that the City Council adopt Ordinance 2002-16, ■An Ordinance Extending the Corporate Limits of Farmington City to include the Annexation of a Part of Southwest Farmington two blocks south of Glovers Lane, west of I-15, and east of the D.R.G.W. Railroad Tracks and Amending the Farmington City Zoning Map to Zone and Designate the area as ■LM&B• upon its Annexation to the City•. **David Hale** seconded the motion. In discussion, Ms. Holmes commented on the work done by the Pack brothers, complimenting them on their cooperation with City officials. She also mentioned to Mr. Clark that the LM&B zoning may be compatible with his possible water skiing park project. The vote was unanimous in the affirmative.

Packet material noted that the ordinance would not become effective until five days after the action was taken to permit affected entities to file protest if desired.

PUBLIC HEARING: CONSIDERATION OF ORDINANCE REZONING 7.115 ACRES OWNED BY DAVID GRIFFIN AT 711 SOUTH 1200 WEST FROM AGRICULTURE (A) TO AGRICULTURE ESTATE (AE) (Agenda Item #7)

Mr. Petersen reported that the application presented by David Griffin to have his 7.115

CITY COUNCIL AGENDA

For Council Meeting:
January 5, 2016

SUBJECT: Clark Lane Village License Agreement

ACTION TO BE CONSIDERED:

Approve the enclosed license agreement enabling the developer of Clark Lane Village private use of public rights-of-way as set forth therein.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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

FARMINGTON CITY



H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: January 5, 2016

SUBJECT: **CLARK LANE VILLAGE LICENSE AGREEMENT**

RECOMMENDATION

Approve the enclosed license agreement enabling the developer of Clark Lane Village private use of public rights-of-way as set forth therein.

BACKGROUND

The site plan for Clark Lane Village, a 140 unit apartment complex at the northwest corner of State Street and 650 West Street in a TMU zone, is ready for approval. The City Council recently approved modified street cross sections allowing perpendicular parking on Clark Lane (100 North) and 650 West Street. The agreement provides license to the property owner to use the rights-of-way for such parking, and the property owner must maintain and provide snow removal as set forth in the agreement.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of the ____ day of January, 2016, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City”, and Avanti Farmington LLC, a Utah Limited Liability Company, hereinafter referred to as the “Permittee”.

RECITALS:

WHEREAS, the City owns public rights-of-way known as Clark Lane (or 100 North Street), and 650 West Street, which property the City utilizes for public transportation, utility facilities and other purposes and which property is shown on Exhibit “A”, attached hereto and incorporated herein by this reference; and

WHEREAS, the Permittee owns 4.39 acres of property (the “Property”) adjacent to State Street on its south and west Property line, Clark Lane (100 North Street), adjacent to the north Property line, and 650 West Street next to the east Property line, and the Property is further described in Exhibit “B”, attached hereto and by this reference made a part hereof; and

WHEREAS, the Permittee is seeking approval for a 140 unit apartment project (the “Project”) on the Property; and

WHEREAS, the Permittee shall install public sidewalks and other public improvements within adjacent rights-of-way in accordance with final improvements drawings approved by the City Engineer for the Project; and

WHEREAS, the Permittee is desirous of obtaining a permit from the City for the installation of private parking areas and related improvements (the “Improvements”) within the public rights-of-way (the “Right-of-way”) as more particularly shown on Exhibit “C,” attached hereto and incorporated herein by this reference, consistent with the City’s use of the Right-of-way; and

WHEREAS, the City is willing to grant a license and permit for such use, subject to the terms and conditions set forth below;

AGREEMENT

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

1. The foregoing Recitals are hereby incorporated into this Agreement.

2. For the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the City hereby grants permission and license to Permittee to install and maintain the Improvements with the Right-of-way. The Improvements shall be installed strictly in accordance with the plans attached hereto as Exhibit "C," and shall be subject to all conditions of this License Agreement.

3. Permittee agrees not to erect any other structure other than the Improvements or to make any other improvements on the Right-of-way. Permittee agrees to perform all such installation pursuant to applicable federal, State and City laws and regulations. Installation and maintenance of the Improvements within the Right-of-way shall be at Permittee's sole expense.

4. Permittee will, at Permittee's sole expense remove, replace, or alter the Improvements installed by Permittee within the Right-of-way at the written request of the City. The City hereby agrees that it will not request removal, replacement or alteration of the Improvements unless such request is based on objective, demonstrable concern for public health and safety reasons, and Permittee shall restore and/or make the required changes to the Improvements within thirty (30) calendar days of notice from the City.

5. Permittee agrees that, at all times, this License shall be subject to any use of the Right-of-way the City may desire, and the City shall not be liable to Permittee for any loss of use or damage to the Improvements or private property, including vehicles parked on the Improvements, resulting from such use.

Permittee shall be solely responsible for the removal of any snow within the Right-of-way. Any snow removed may not be placed in other portions of the City's rights-of-way. City shall be solely responsible for the removal of any snow within its rights-of-way outside the Right-of-way. Permittee specifically acknowledges that as the City removes snow from its rights-of-way that ricks or tailings may occur related thereto on the Right-of-way. Further Permittee agrees to hold the City harmless for any damage to private vehicles occurring from City snow removal activities, except where such damage occurs as a result of the City's negligence. Nothing herein shall be construed to require that the City use different or special equipment for snow removal or take any different approach or use any different method of snow removal.

6. Permittee agrees upon written notice from the City's Public Works Director, to repair any damage caused to the Right-of-way and rights-of-way as a result of Permittee's, or its agents', employees' or invitees' use of the Right-of-way and rights-of-way through this License Agreement.

7. Permittee agrees to indemnify, hold harmless and defend the City, its agents, employees and volunteers, from and against all claims, mechanics' liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorneys' fees, arising out of or by any reason of Permittee's use of the Right-of-way or any activities conducted thereon by Permittee, its agents, employees or invitees.

8. Permittee shall not assign this Agreement or any rights or interests herein without the

prior written consent of the City. Any assignee approved by the City shall consent in writing to be bound by the terms of this Agreement as a condition of the assignment. Permittee shall not transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from Permittee's interest in the Project and the Property.

9. This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, members, successors and assigns (where assignment is permitted). The covenants contained herein shall be deemed to run with the Property and the parties agree that a copy of this Agreement may be recorded in the office of the Davis County Recorder, State of Utah.

10. This License Agreement embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties.

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

“CITY”

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

“PERMITTEE”

“AVANTI FARMINGTON LLC”

By: _____

Its: _____

Parcel Vesting Information

05/03/2007 to Present

Serial Number: 08-075-0050

Mailing Address: 1600 EAST FRANKLIN AVE
EL SEGUNDO, CA 90245-0000**Tax District**

23

Location

Location: 3 N 1 W 24 N 1/2

Vested Owners

STATION PARK CENTERCAL LLC

Vesting Documents

| Entry Number | Recorded Date & Time | KOI | Party | Execution Date | Fee |
|--------------|----------------------|-----------------------|---------|----------------------------|--------------------|
| 2288854 | 07/16/2007 15:59 | SPECIAL WARRANTY DEED | Grantee | STATION PARK CENTERCAL LLC | 07/16/2007 \$24.00 |
| 2045516 | 01/14/2005 03:43 | QUIT CLAIM DEED | Grantee | STATION PARK LLC | 01/14/2005 \$18.00 |

Legal Description

BEG AT A PT ON THE N LINE OF A 100 FT WIDE STR & THE W LINE OF 650 WEST STR, WH IS N 0°07'40" W 226.37 FT FR THE CENTER OF SEC 24-T3N-R1W, SLM (BASIS OF BEARING IS S 89°52'28" W BETWEEN THE CENTER OF SEC 24 & THE W 1/4 COR OF SEC 24); & RUN TH N 0°07'40" W 455.20 FT ALG THE W LINE OF 650 WEST STR; TH W 661.50 FT ALG THE S LINE OF A 66.00 FT WIDE STR TO A PT ON THE E'LY LINE OF A 100.00 FT WIDE STR & ON THE ARC OF A 450.00 FT RAD CURVE; TH ALG THE ARC OF SD CURVE & ALG THE E'LY LINE OF SD 100.00 FT WIDE RD CURVE TO THE RIGHT AN ARC DIST OF 106.62 FT WITH A CENTRAL ANGLE OF 13°34'30" (LC BEARS S 51°47'15" E 106.37 FT) TO THE P.T. OF SD CURVE; TH S 45° E 444.45 FT ALG THE E'LY R/W LINE OF SD STR TO THE P.C. OF A 350.00 FT RAD CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 44°34'49"; TH ALG THE ARC OF SD CURVE & THE R/W LINE OF SD STR AN ARC DIST OF 23.37 FT (LC BEARS S 46°48'16" E 23.37 FT) S 59°30'38" E 126.67 FT; TH SE'LY 20.55 FT ALG SD E'LY LINE OF SD STR ALG THE ARC OF A 350.00 FT RAD CURVE TO THE RIGHT (NOTE: CHORD TO SD CURVE BEARS S 71°37'04" E FOR A DIST OF 20.55 FT); TH S 87°24'39" E 96.66 FT; TH N 48°28'32" E 25.64 FT TO THE POB. CONT. 4.387 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Exhibit "B"



| DATE | DESCRIPTION |
|------|-------------|
| | |
| | |
| | |



| | |
|------------------|----|
| Project No. | 12 |
| Program | 4 |
| Client | |
| Contract | |
| Issue Date | |
| Issue No. | |
| Project Name | |
| Project Location | |
| Project Number | |

Revised: 11-18-15

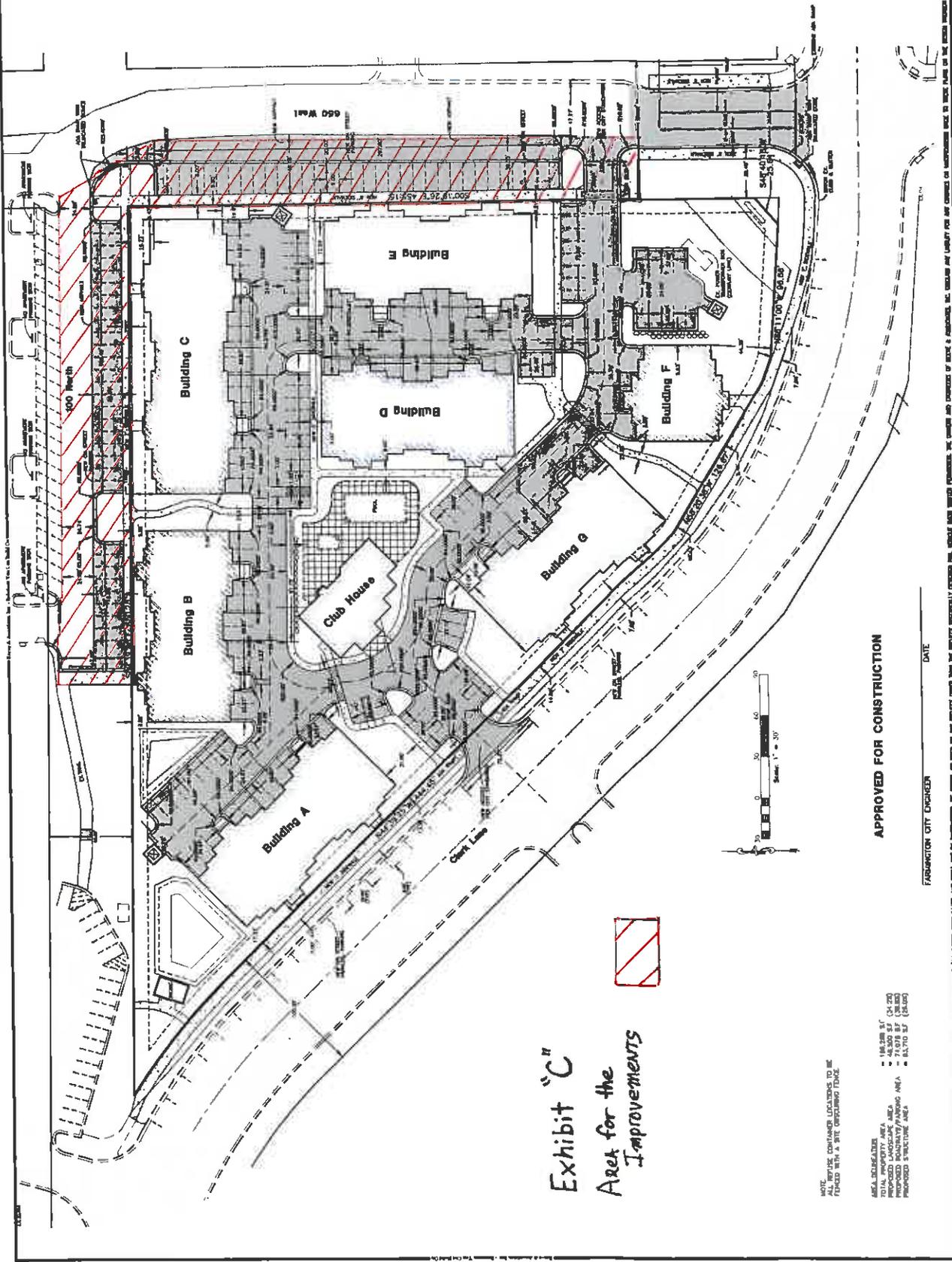
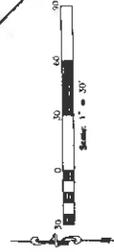


Exhibit "C"
 Area for the
 Improvements



NOTE: ALL IMPROVEMENT LOCATIONS TO BE FENCED WITH A SITE CONSTRUCTION FENCE.

- AREA DELINEATED
- PROPOSED LANDSCAPE AREA
- PROPOSED BOUNDARY/PARKING AREA
- PROPOSED STRUCTURE AREA



APPROVED FOR CONSTRUCTION

FARMINGTON CITY ENGINEER DATE

THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. AND SHALL REMAIN THE PROPERTY OF REEVE & ASSOCIATES, INC. UNLESS AND UNLESS OTHERWISE SPECIFIED IN WRITING. NO PART OF THIS PLAN OR SPECIFICATIONS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. REEVE & ASSOCIATES, INC. ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN OR SPECIFICATIONS UNLESS SUCH ARE CAUSED BY REEVE & ASSOCIATES, INC. REEVE & ASSOCIATES, INC. IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN OR SPECIFICATIONS CAUSED BY ANY OTHER PARTY.

CITY COUNCIL AGENDA

For Council Meeting:
January 5, 2016

**S U B J E C T: Resolution Amending the Consolidated Fee Schedule relating to
Activities, Rentals and Contractual Rates**

ACTION TO BE CONSIDERED:

Approve the attached resolution amending the consolidated fee schedule regarding activities, rentals and contractual rates.

GENERAL INFORMATION:

See enclosed staff report prepared by Holly Gadd.

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

FARMINGTON CITY



H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: January 5, 2016

SUBJECT: **RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE RELATING TO ACTIVITIES, RENTALS AND CONTRACTUAL RATES**

RECOMMENDATION

Approve the attached Resolution amending the consolidated fee schedule regarding activities, rentals and contractual rates.

BACKGROUND

With the building of the new gym, we are going to be adding some new recreational activities and fees on the fee schedule. To ensure that nothing was missed, staff reviewed the consolidated fee schedule in its entirety and made the proposed changes.

A Resolution needs to be passed to amend the consolidated fee schedule reflecting the changes/additions.

Respectfully Submitted


Holly Gadd
City Recorder

Review & Concur


Dave Millheim
City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE
CONSOLIDATED FEE SCHEDULE RELATED TO ACTIVITIES, RENTALS
AND CONTRACTUAL RATES**

WHEREAS, the City Council has reviewed the Consolidated Fee Schedule and has determined that the same should be amended as provided herein; and

WHEREAS, the City Council, upon recommendation from the City's Administrative staff, has determined that amendment of the consolidated fee schedule is necessary to help cover the growing costs of activities, rentals, and contractual rates.

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

Section 1. Amendment. The Farmington City Consolidated Fee Schedule is hereby amended to increase the fees for activities, rentals, and contractual rates. See exhibit "A" attached.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, ON THIS 5TH DAY OF JANUARY, 2016.**

FARMINGTON CITY

ATTEST:

Holly Gadd
City Recorder

By: _____
H. James Talbot
Mayor

**FARMINGTON CITY
CONSOLIDATED FEE SCHEDULE**

A. LAND USE RELATED FEES

Time of Payment

Application fees shall be payable at the time the application is filed for review with Farmington City. Applications shall not be deemed complete until payment is made. Development Impact Fees or other required fees shall be payable prior to issuance of permits for developments or, in the case of subdivisions, prior to recordation of a subdivision plat.

[Note: the initial deposit for professional service/consultant fees set forth below is required at the time of application and each quarter thereafter up and until plat recordation, the issuance of building permit, the submittal of a site plan, application for preliminary, minor, or final subdivision plat, street dedication plat recordation, street vacation or street name change recordation, and/or until an easement or easement amendment is recorded--whatever the case may be--in anticipation of direct engineering/survey, City Attorney, and/or consultant review costs to be incurred by the City; fees are also required quarterly to pay any such cost incurred above the deposit amount—likewise, any deposit money not needed to off-set these costs will be refunded to the applicant].

| | | |
|------------|---|------------------|
| A1. | Administrative Determination Application Fee | \$ 125.00 |
| | *Minor Conditional Use Amendments | |
| | *Minor Variances | |
| | *Nonconforming Uses | |
| | *Temporary Use | |
| | *Uses Not Listed | |

| | | |
|------------|---|------------------|
| A2. | Annexation Application Fee | \$ 400.00 |
| | Staff Processing (Administrative, Planning) plus cost of notice publication in Davis County Clipper, recording fees | |

PLUS:

| | |
|---|--------------------|
| Professional Service Fee, Initial and Quarterly Deposit | \$ 1,000.00 |
| (Direct engineering/survey and City Attorney review costs with adjustments made prior to plat recordation-see note above. | |

| | | |
|------------|------------------------------------|-------------------|
| A3. | Conditional Use Application | \$200.00 + |
|------------|------------------------------------|-------------------|

\$25 per acre or portion thereof

| | |
|-----------------|------------------|
| *Time Extension | \$ 100.00 |
|-----------------|------------------|

A4. Site Plan Approval by Planning Commission

12/15/2009

***Concept Plan** \$ 400.00

PLUS:

Professional Services Fee, Initial & Quarterly Deposit \$ 500.00

(Engineering and legal fees are required with adjustment made prior to issuance of building permit according to direct professional service costs incurred - see note above)

***Site Plan Application**

(Commercial, Industrial, or Apartment Dwelling Group)

| | | |
|---|-----------|------|
| First acre or portion thereof | \$ 600.00 | |
| Acres 2, 3 and 4 or any portion thereof | \$450.00/ | Acre |
| Each acre or portion thereof over 4 | \$300.00/ | Acre |

PLUS:

| | | |
|---|-------------|------|
| Professional Services Fee, Initial & Quarterly Deposit | | |
| First five (5) acres | \$ 1,000.00 | |
| Each acre or portion thereof thereafter | \$300.00/ | Acre |

(Adjustments made prior to issuance of building permit according to professional service costs incurred for engineering, legal, etc..see note above)

***SPARC Review** \$ 250.00

PLUS:

Consultant Services Fee, Initial & Quarterly Deposit \$ 500.00

(Deposit for consultant services beyond the amount covered in the base fee. Adjustment shall be made prior to submittal of site plan according to direct consultant service costs incurred - see note above)

***Project Master Plan (PMP) Application** \$ 400.00

PLUS:

| | | |
|--|-----------|--|
| Consultant Services Fee, Initial & Quarterly Deposit: | | |
| First 20 acres or portion thereof | \$ 500.00 | |
| Each additional 20 acres or portion thereof | \$ 500.00 | |

(Adjustment shall be made prior to submittal of Site Plan according to direct professional service costs incurred - see note above. Developer shall pay actual cost.)

***Single-family, Two-family dwelling, and Other Minor Permitted Uses**

| | | |
|-------------|--|---------------------------|
| | Site Plan Review | \$ 25.00 |
| | (Applicant shall also pay all review costs incurred by the City Engineer and City Attorney) | |
| | No Site Plan Review | NO FEE |
| | *Condominium Conversion | \$150.00 + \$50 / unit |
| | *Time Extension | \$ 100.00 |
| A5. | Board of Adjustment / Building Board of Appeals Application | \$ 150.00 |
| | *Appeals | |
| | *Non-Conforming Uses | |
| | *Variances | |
| A6. | General Plan Amendment | \$ 300.00 |
| A7. | Temporary Use Application (to Planning Commission) | \$ 100.00 |
| A8. | Zoning Amendment | |
| | *Rezone | \$ 300.00 |
| | *Text Change | \$ 200.00 |
| A9. | Re-Application | |
| | *When Application is pulled by Applicant | \$ 50.00 |
| | *Conditional Uses | 50% |
| | | of original fee |
| A10. | Public Hearing Notice Fee | Varies |
| | Cost of newspaper publication plus postage for each individual notice (Charged every time a public hearing is required). | |

A11. Maps and Publications

***Maps sized 24"X36" - Streets, General Plan, Zoning,**

Other

| | |
|-----------------|----------|
| Black and White | \$ 5.00 |
| Color | \$ 15.00 |

***Maps sized 11"X17" - Streets, General Plan, Zoning,**

Other

| | |
|-----------------|---------|
| Black and White | \$ 0.50 |
| Color | \$ 2.50 |

***Zoning Ordinance Text** \$ 15.00

***General Plan Text** \$ 5.00

***Subdivision Ordinance Text** \$ 5.00

***Other Titles** \$ 5.00

A12. Planning Commission Review \$ 25.00

(Used for informal review of proposal by the Planning Commission)

City Council Review \$ 25.00

(Used for informal review of proposal by the City Council)

A13. Conservation Easement Amendments

Application Fee \$ 250.00

Professional Services Fee, Initial & Quarterly Deposit \$ 750.00

(In accordance with the Conservation Easement Amendment Policy, the applicant is required to pay for any legal and engineering fees incurred by the City in response to an application request. The Professional Services Deposit is required to be paid at the time the application is filed with the City, and each quarter thereafter - see note above. Any unused deposit will be refunded to the applicant after recording of the easement amendment or denial of the application, as applicable. The applicant shall be required to pay for any legal and engineering costs incurred by the City in response to the application that exceed the deposit - see note above. Such costs shall be paid prior to recording of the easement amendment, if approved, or within 30 days of final decision, if denied.

Recording Fee Varies

(Actual cost charged by Davis County Recorder)

Conservation Easement Enforcement and Monitoring Fund As set by City Council

B. DEVELOPMENT RELATED FEES

Time of Payment

Application fees shall be payable at the time the application is filed for review with Farmington City. Applications shall not be deemed complete until payment is made. Development Impact Fees or other required fees shall be payable prior to issuance of permits for developments or, in the case of subdivisions, prior to recordation of a subdivision plat.

[Note: the initial deposit for professional service/consultant fees set forth below is required at the time of application and each quarter thereafter up and until plat recordation, the issuance of building permit, the submittal of a site plan, application for preliminary, minor, or final subdivision plat, street dedication plat recordation, street vacation or street name change recordation, and/or until an easement or easement amendment is recorded--whatever the case may be--in anticipation of direct engineering/survey, City Attorney, and/or consultant review costs to be incurred by the City; fees are also required quarterly to pay any such cost incurred above the deposit amount—likewise, any deposit money not needed to off-set these costs will be refunded to the applicant].

- B1. Impact Fees**
 - a. City (See Exhibit B (1)(a))
 - b. Others - Central Davis Sewer & Benchland Irrigation (See Exhibit B(1)(b)(1) & (2))

B2. Inspection of Improvements - 2% of City Engineer's estimate of the cost of public improvements.

B3. Subdivision / Planned Unit Developments (PUD)

***Schematic Plan or Subdivision Yield Plan** \$ 400.00

PLUS:

Professional Services Fee, Initial & Quarterly Deposit \$ 500.00

(Engineering and legal fees are required with adjustment made prior to application for Preliminary or Minor Subdivision Plat according to direct professional service costs incurred - see note above)

***Preliminary Plat or minor Subdivision Plat** \$500.00 +

\$20/lot, \$30/lot
in Foothill OZ

PLUS:

Professional Services Fee, Initial & Quarterly Deposit

First 10 Lots \$ 1,000.00

Each additional Lot

(Engineering and legal fees are required with adjustment made prior to application for Final Plat according to direct professional service costs incurred - see note above) \$35/ Lot, \$50/ Lot in Foothill OZ

***Final Plat** \$500.00 +

\$35/Lot, \$45/lot in foothill OZ

PLUS:

Professional Services Fee, Initial & Quarterly Deposit

First 10 Lots \$ 1,000.00

Each additional Lot

(Engineering and legal fees are required with adjustment made prior to recordation of plat according to direct professional service costs incurred - see note above) \$35/lot, \$50/lot in Foothill OZ

***Preliminary (PUD) Master Plan or Development Plan** 1/2 of Prelim Plat Fee

PLUS:

Professional Services Fee, Initial & Quarterly Deposit

(Remaining 1/2 dues for each "phased Preliminary Plat submitted thereafter - see note above) 1/2 of Prelim. Plat Prof. Services Deposit

***Final (PUD) Master Plan or Development Plan** \$500.00 +

\$20/lot, \$30/lot in Foothill OZ

PLUS:

Professional Services Fees, Initial & Quarterly Deposit

First 10 Lots \$ 1,000.00

Each additional Lot

(Engineering and legal fees are required with adjustment mad prior to application for Final Plat according to direct professional service costs incurred - see note above) \$35/lot, \$50/ lot in Foothill OZ

***Subdivision by Metes & Bounds** \$200.00 +

(Without dedication only - with dedication see Preliminary Plat) \$30/Lot

***Plat Amendment**

With no streets \$150+\$30/Lot

With streets \$300+\$30/Lot

PLUS:

Professional Services Fee, Initial & Quarterly Deposit

First 10 Lots \$ 1,000.00

Each additional Lot \$35/lot, \$50/lot
in Foothill OZ
(Engineering and legal fees are required with adjustment made prior to
application for Final Plat according to direct professional service costs incurred -
see note above)

***Recording Fee** Varies

(Actual cost charged by Davis County Recorder)

***Condominium Conversion** \$150.00 +
\$50/Unit

***Lot Line/Boundary Adjustment** \$ 125.00

***Time Extension** \$ 100.00

B4. Streets and Easements

***Street Dedication** \$ 150.00

***Street Vacation** \$ 150.00

***Street Name Change** \$ 150.00

***Easement Vacation** \$ 100.00

PLUS:

Professional Services Fee, Initial & Quarterly Deposit

First 10 Lots \$ 1,000.00

Each additional Lot \$35/lot, \$50/lot
in Foothill OZ
(Engineering and legal fees are required with adjustment made prior to
application for Final Plat according to direct professional service costs incurred -
see note above)

***Single Lot or Parcel Residential Construction Cleaning Fee**

0 - 500 Square feet \$ 75.00

501 - 1000 Square feet \$ 150.00

1001 - 2500 Square feet \$ 225.00

2501 - 4000 Square feet \$ 300.00

4000 - Square feet and larger \$ 375.00

B5. Slurry Seal Fee \$1.80/Sq.Yard

Persons constructing public streets within developments in the City will be assessed a slurry seal fee of \$1.80/square yard. The slurry seal will be contracted by the City or under the direction of the City following specs as outlined in the City's Development Standards.

B6. Decorative Street Lighting Fee

***Utility Granville** \$ 3,200.00

100 W HPS, Clear Acrylic, no bands on trim with shield (GVU100HP12B7NCUH) and 14' high, 5" shaft painted black fluted, direct bury, galvanized base (S14F5/9-CA-DBBGALV) and cost of wiring. Per Light

B7. Temporary Occupancy Application Fee \$ 50.00

B8. Special Truck Routing Permit Application Fee \$ 50.00

B9. Storm Water Permit Fees

| | |
|---------------------------------------|-------------|
| *Storm Water Permit Application Fee | \$ 50.00 |
| *Storm Water Permit Bond | \$ 1,000.00 |
| *Storm Water Permit Reinstatement Fee | \$ 100.00 |

| | |
|---|-----------|
| *Storm Water Permit Violation Fine | |
| With no contamination of storm water system | \$ 100.00 |
| With contamination of storm water system | \$ 200.00 |

B10. Miscellaneous or Pre-Application Professional Services Deposit

| | |
|--|-------------|
| *Minimum Deposit | \$ 150.00 |
| *Maximum Deposit (Unless otherwise set by the Council) | \$ 2,500.00 |

(A professional services deposit may be required for applications, inquiries or pre-application review of proposals or contracts, or any other services rendered by the City's engineering, legal, building, planning, architectural, or other consultants. Any services valued above the minimum deposit must be approved by the City Manager.)

C. BUILDING PERMIT APPLICATION & RELATED FEES

Time of Payment

Fees in this section shall generally be payable prior to the issuance of the building permit.

C1. Application Fees

a. See Exhibit C(1)(a) "Resolution 2008-31".

b. Plan Check Fee:

Residential 40% of building application fee.

Residential (same model) \$ 100.00

Commercial 65% of building application fee.

c. State Inspection Fee - 1% of bldg. application fee

d. Storm Water Permit \$ 50.00

e. Cash Bonds:

Construction, Residential \$ 500.00

Construction, Commercial \$ 1,000.00

Storm Water, Residential (See B-9) \$ 1,000.00

Storm Water, Commercial (See B-9) \$ 1,000.00

C2. Connection Fees/Other

a.*Culinary Water (See August 16, 2001, Memo) \$ 150.00

Fee covers the City's expense for inspection, meter installation, overhead, inventory and account setup charges, plus actual cost of meter rounded to the nearest \$5 if meter box, lid and setter or yoke and other pertinent parts are supplied by developer or contractor, or actual cost of the meter, box, and lid, setter or yoke and other pertinent parts rounded to the nearest \$5 when they are not provided by contractor or developer.

b. Irrigation Water - Benchland Water District

c. Street Cleaning Fee

0 - 500 sf \$ 75.00

501 - 1000 \$ 150.00

1001 - 2500 \$ 225.00

2501 - 4000 \$ 300.00

Above 4000 \$ 375.00

D. ENTERPRISE FUND - USER FEES

Time of Payment

Payment is due by the end of each billing month.

D1. Culinary Water

Water minimum (Base Rate)

| | | | |
|-------------|----------|-----------|-----------|
| Residential | | \$ 18.25 | per month |
| Commercial | Up to 1" | \$ 18.25 | per month |
| | 1.5" | \$ 38.39 | per month |
| | 2" | \$ 61.43 | per month |
| | 3" | \$ 115.17 | per month |
| | 4" | \$ 191.95 | per month |
| | 6" | \$ 383.91 | per month |
| | 8" | \$ 614.25 | per month |

The meter size will be determined by the largest meter installed. If more than one meter is installed of the same size, then the charge will be determined by the number of those meters installed. If more than one size of meter is installed, the largest meter size will be charged the base meter rate.

Usage charges:

| Residential | 0-5000 | Minimum | Base Rate |
|-------------|-------------|---------|-----------|
| | 5001-10000 | \$2.50/ | 1000 gals |
| | 10001-20000 | \$2.80/ | 1000 gals |
| | 20001&above | \$3.08/ | 1000 gals |
| Commercial: | | \$2.12/ | 1000 gals |

Water users living outside of Farmington City limits will be charged double the rate.

D2. Sanitary Sewer

| | |
|---|----------------|
| Single family residential units and individually metered dwelling units | \$22.00/ month |
| Multiple residential units having a common meter commercial & Non-residential units | \$39.00/ month |

Above units shall pay a volume surcharge of \$1.36 per each 1000 gallons of part thereof in excess of the first 25,000 gallons of water used as shown by the winter readings.

D3 Garbage Collection

First automated container \$12.50/ Month

First additional automated container \$9.75/ Month
per Container

D4. Recycling Collection Fee \$3.00/ Month
per Container

D5. Storm Water Utility

***Drainage Utility Fee**

a. Each single family residential unit and residential duplex shall be charged the following monthly "Drainage Utility Fee" as the established base rate for one Equivalent Service Unit (ESU) equaling 4,083 sf of impervious surface.

b. Each developed multi-family residential parcel, commercial parcel, and other non-residential parcel shall be charged a monthly Drainage Utility Fee as the multiple of the base rate set forth in Section 1, based upon the number of ESU's on the property and the measured impervious surface area. The number of ESU's on any particular developed parcel shall be determined by measuring the amount of impervious surface on the parcel (in square feet) and dividing that number by the designated base ESU of 4,083 sf. The actual monthly Drainage Utility Fee shall be computed by multiplying the total ESU's for the parcel by the monthly rate set forth in Section 1. For example, a parcel with 25,000 square feet of impervious surface area shall pay a fee of \$42.86 per month (25,000) 4,083=6.123 then 6.123X\$7=\$42.86.

NOTE:

All deposits are cumulative and adjustments will be made at building permit issuance or plat recordation unless developer withdraws application(s) or approvals expire.

E. PUBLIC PROPERTY/PARKS & RECREATION RELATED FEES

Time of Payment

- a. For Cemetery services, payment is generally due at time request for services is made
- b. Parks & Recreation user fees are due as per the Parks & Recreation Rules & Procedures

E1. Street Excavation Permit Fee \$ 65.00

Requires minimum cash bond of \$1000 as per Section 8-5-140 of City code and additional bonding as determined by the City's Public Works Director

E2. Cemetery Fees

Transfer of burial rights from one designated heir to another \$ 25.00

***Grave Marker Fees**

Flat Marker \$ 25.00

Raised Markers \$ 150.00

***Sale of "Right to Burial"**

Residential Adult \$ 500.00

Non-residential Adult \$ 750.00

Residential Child \$ 150.00

Non-residential Child \$ 175.00

***Burial Fees (Weekdays)**

Residential Adult \$ 250.00

Non-residential Adult \$ 400.00

Residential Child \$ 100.00

Non-residential Child \$ 125.00

***Burial Fees (Weekends/Holidays)**

Residential Adult \$ 500.00

Non-residential Adult \$ 700.00

Residential Child \$ 225.00

Non-residential Child \$ 300.00

***Disinterment Fees**

Residential Adult (limited to vaults only) \$ 350.00

Non-residential Adult (limited to vaults only) \$ 350.00

Residential Child or Urn (adult or child) \$ 100.00

Non-residential Child or Urn (adult or child) \$ 100.00

***Re-purchase Price for the City's "Right to Burial"**

| | |
|---|-----------------------|
| Burial sites adjacent to each other or single site adjacent to another single burial site | \$400.00/ burial site |
| Single burial sites | \$ 100.00 |

E3. Parks & Recreation Facilities Use Fees

***Park Picnic Boweries**

| | |
|--------------------------------|----------|
| Deposit | \$ 50.00 |
| Resident (per bowery) | \$ 25.00 |
| Non-resident (per bowery) | \$ 50.00 |
| Woodland Grass Area (per hour) | \$ 25.00 |

The fee for Monday thru Thursday is for unlimited time. Fees for Friday, Saturday or Sunday for residents are \$25 for the first 4 hours plus \$5.00 for each additional hour up to a maximum of \$65.00. Non-residents will pay \$50.00 for the first 4 hours plus \$10.00 for each additional hour up to a maximum of \$130.00.

Deposits must be paid at the time of reservation. Cancellations shall not be made less than 7 days before the reservation date in order to obtain a full refund. Cancellations made with less than 7 days advance notice will forfeit all fees paid, with the exception of bad weather or a lightning storm.

***Special Use Permit Fees**

| | |
|---|--------------|
| Use of amplified sound | \$25.00/ hr. |
| Use of City athletic fields and lights | \$25.00/ hr. |
| Electricity for WOODLAND LAWN area | \$ 25.00 |
| Band(s) with amplified sound | \$ 100.00 |
| Extra electricity for blow-up toys and/or other amusement devices | \$ 25.00 ea. |
| Animal show | \$ 25.00 |
| Groups over 300 participants | \$ 75.00 |

(Other special uses that may adversely affect neighboring property owners)

***Community Arts Center Rental Fees**

Main Floor

| | |
|------------------------|-----------|
| Deposits (Refundable): | |
| Main Hall | \$ 150.00 |
| Kitchen | \$ 150.00 |

Rental Fees:

| | |
|---|---------------|
| Main Hall (reserved in 2-hour increments) | \$50.00/ hr. |
| Resident (Families, receptions, etc.) | \$50.00/ hr. |
| Non-resident | \$125.00/ hr. |
| Commercial | \$65.00/ hr. |
| Recitals | \$65.00/ hr. |
| Non-profit Clubs | \$65.00/ hr. |

(Non-Profit Clubs or organization must be Farmington based and 75% residents.)

| | |
|--------------------------------------|--------------|
| Organizations | \$65.00/ hr. |
| City Employees | \$25.00/ hr. |
| One Microphone CD and/or iPod hookup | \$10.00/ hr. |
| Sound and Light Technician | \$25.00/ hr. |

Kitchen Only (No charge if rented in conjunction with Main Hall)

| | |
|--------------|----------|
| Resident | \$50.00 |
| Non-resident | \$100.00 |

All fees (except additional classroom and sound for multi-purpose rooms) include Custodial/Building Supervisor fees @\$15/hr.

Classroom

1, 2, 3, or 4 (reserved in 2-hour increments)

| | |
|--------------|--------------|
| Resident | \$15.00/ hr. |
| Non-resident | \$25.00/ hr. |

Multi-Purpose Room (including sound and kitchen)

| | |
|----------------|--------------|
| Resident | \$30.00/ hr. |
| Non-resident | \$55.00/ hr. |
| City Employees | \$10.00/ hr. |

Each Additional Room:

| | |
|--------------|--------------|
| Resident | \$5.00/ hr. |
| Non-resident | \$10.00/ hr. |

Sound in Multi-Purpose Room:

| | |
|--------------|---------|
| Resident | \$10.00 |
| Non-resident | \$10.00 |

Entire Basement with sound:

| | |
|---------------------------------------|--------------|
| Resident | \$40.00/ hr. |
| Non-resident | \$80.00/ hr. |
| Ceramics room is not available | |

Arts & Special Events

Youth Theater

| | |
|---|----------|
| Deposit (Refundable if hours are completed) | \$ 75.00 |
| Resident | \$ 20.00 |
| Non-Resident | \$ 30.00 |
| Tickets in advance | \$ 6.00 |
| Tickets at the door | \$ 7.00 |

Holiday Rental

All holiday rentals are the same as standard rates except for Thanksgiving, Christmas Eve, Christmas Day and New Year's Day.

The Rates are:

| | |
|--|---------------|
| Resident - Upstairs | \$100.00/ hr. |
| Resident - Basement | \$75.00/ hr. |
| Non-Resident - Upstairs | \$175.00/ hr. |
| Non-Resident - Basement | \$100.00/ hr. |
| Custodial/Site Supervisor fee for the above holidays | \$50.00/ hr. |

Community Arts Center Cancellation Fee

If a resident cancels a reservation previously scheduled for use of the Community Arts Center within the 30-day period prior to the scheduled event, a cancellation fee will be charged.

| | |
|---------------------------------|-----------------|
| Cancellation Fee will be | \$ 50.00 |
|---------------------------------|-----------------|

***Swimming Pool**

| | |
|--------------------------------|---------|
| Daily General Admission | \$ 4.00 |
| Youth (3 and Under) | Free |
| Senior Citizens (65 and older) | \$ 3.00 |

Punch Passes

| | |
|---|----------|
| 20 punches (Resident) | \$ 64.00 |
| 20 punches (Nonresident) | \$ 70.00 |
| 20 punches - Seniors | \$ 50.00 |
| 20 punches - City Employees, full-time, permanent part-time, including fire fighters and elected officials. | \$ 30.00 |

Season Passes

| | |
|---|-----------|
| Resident Individual | \$ 50.00 |
| Resident Family Early Bird (Until First Friday of May) | \$ 125.00 |
| | |
| City Employees - full & permanent part-time including firefighters & elected officials | \$ 25.00 |
| | |
| Resident Family (After First Friday of May) | \$ 150.00 |
| Non-resident Individual | \$ 75.00 |
| Non-resident Family | \$ 175.00 |

A family pass is for 5 people, ages 3 and under are free and do not count towards the five people. Each person over a total number of 5 is an additional \$10.00.

Lap Swim/Water Aerobics

| | |
|---------------------------|----------|
| Lap Swim | \$ 3.00 |
| 20 Punches - Resident | \$ 45.00 |
| 20 Punches - Non-resident | \$ 50.00 |

Pool Rental

| | |
|--------------|-----------|
| Resident Fee | \$ 350.00 |
| Nonresident | \$ 450.00 |

Special Activities

Scout Swim Merit Badge

| | |
|-----------------|----------|
| Resident | \$ 10.00 |
| Non-resident | \$ 15.00 |
| After 5:00 p.m. | \$ 3.00 |

Swim Lessons

| | |
|-------------------------|----------|
| Residents (1-6) | \$ 32.00 |
| Non-Residents | \$ 42.00 |
| Parent & Tot | |
| Residents | \$ 32.00 |
| Non-Residents | \$ 42.00 |

| | | |
|-------------------|----|-------|
| Pre-School | | |
| Residents | \$ | 32.00 |
| Non-Residents | \$ | 42.00 |

***Recreation Activities**

Softball/Baseball Field Use (2-hour minimum)

| | | |
|---|----|---------------------|
| Deposit | \$ | 50.00 |
| Rental Fee (first two hours) (\$15.00 per hour or part thereof thereafter) | | \$35.00/ hr. |
| Lighting Usage (first two hours) (\$10.00 per hour or part thereof thereafter) | | \$25.00/ hr. |
| Field Prep | | \$25.00/ field/time |

| | Resident | Non-Res. | Late Fee |
|--------------------------|-----------------|-----------------|-----------------|
| Jr. Jazz | \$ 50.00 | \$ 60.00 | |
| Kindergarten - 2nd Grade | \$ 50.00 | \$ 60.00 | |
| 3rd - 6th Grade | \$ 55.00 | \$ 70.00 | |
| 7th - 12th Grade | \$ 55.00 | \$ 70.00 | |
| Team Registration | \$ 375.00 | \$ 375.00 | |
| Adaptive Jr. Jazz | \$ 25.00 | \$ 30.00 | |
| Little Tykes | \$ 40.00 | \$ 55.00 | |
| Summer Fun | \$ 50.00 | \$ 60.00 | |
| Football | \$ 175.00 | \$ 210.00 | |

(Football requires a \$50.00 deposit for equipment)

Soccer

| | | |
|------------------------|----------|----------|
| Fall only | \$ 30.00 | \$ 40.00 |
| Spring only | \$ 30.00 | \$ 40.00 |
| Combined Fall & Spring | \$ 54.00 | \$ 64.00 |

Baseball

| | Resident | Non-Res. | Late Fee |
|-------------------------|-----------------|-----------------|-----------------|
| T-Ball | | | |
| 4 - 5 yrs. (8 games) | \$ 40.00 | \$ 50.00 | |
| Shetland | | | |
| 6 yrs. (8 games) | \$ 45.00 | \$ 55.00 | |
| Pinto | | | |
| 7 - 8 yrs. (8 games) | \$ 50.00 | \$ 65.00 | |
| Mustang | | | |
| 9 - 10 yrs. (10 games) | \$ 65.00 | \$ 80.00 | |
| Bronco | | | |
| 11 - 12 yrs. (12 games) | \$ 80.00 | \$ 95.00 | |
| Pony | | | |

| | | |
|-------------------------|-----------|-----------|
| 13 - 14 yrs. (12 games) | \$ 110.00 | \$ 125.00 |
| Colt | | |
| 15 - 18 yrs. (12 games) | \$ 120.00 | \$ 135.00 |

| Softball | Resident | Non-Res. | Late Fee |
|--------------------------------|-----------------|-----------------|-----------------|
| T-Ball | | | |
| 5 yrs. | \$ 40.00 | \$ 50.00 | |
| Coach Pitch | | | |
| 6 yrs. | \$ 40.00 | \$ 50.00 | |
| Coach Pitch | | | |
| 8 & Under | \$ 50.00 | \$ 65.00 | |
| Real Softball w/a twist | | | |
| 10 & Under | \$ 55.00 | \$ 70.00 | |
| Fast Pitch | | | |
| 12 & Under | \$ 65.00 | \$ 80.00 | |
| Fast Pitch Jr. High | | | |
| | \$ 65.00 | \$ 80.00 | |

| | |
|-------------------------|-----------|
| Men's Basketball | \$ 390.00 |
|-------------------------|-----------|

Recreation Classes

Fees to be determined on an individual class basis by the Parks & Recreation Department. Setting of those fees are herein authorized by the Farmington City Council.

GYMNASIUM

Hours of Operation

| | | |
|----------------|-----------------|-------------------|
| Summer: | Monday - Friday | 5 am - 10 pm |
| | Saturday | 7 am - 10 pm |
| Winter: | Monday - Friday | 5am-10am/3pm-10pm |
| | Saturday | 7 am - 9 pm |

| | |
|--|---------|
| Day Pass (6 & under free. Must be accompanied by an adult) | \$ 3.00 |
| Senior Day Pass | \$ 2.00 |

| | Resident | Non-Res. |
|--|-----------------|-----------------|
| 1 Person Month Pass | \$ 15.00 | \$ 30.00 |
| Senior Month Pass | \$ 10.00 | \$ 20.00 |
| Family Month Pass | \$ 30.00 | \$ 50.00 |
| 20 Punch Pass | \$ 20.00 | \$ 35.00 |
| <small>(20 punch passes are to be used by family members only: Mom, Dad, Kids & Grandkids)</small> | | |
| Senior 20 Punch Pass | \$ 10.00 | \$ 20.00 |

| | | |
|----------------------|-----------|-----------|
| Individual Year Pass | \$ 150.00 | \$ 250.00 |
| Senior Year Pass | \$ 100.00 | \$ 200.00 |
| Family Year Pass | \$ 300.00 | \$ 400.00 |

(Family Passes are for Immediate family. Immediate family is mom, dad and kids living within the same household.)

F. BUSINESS LICENSING

Timing of Payment

Payments on licensing renewals are due by January 31 of each year or at the time of a new license being issued during the year.

***Business Licensing Fees:**

| | |
|-----------------------------------|-----------------------|
| Basic Business License Fee | \$ 75.00 |
| Home Occupation License Fee | \$ 40.00 |
| Temporary Business License Fee | \$ 50.00 |
| Mobiles and Itinerant Business | \$ 150.00 |
| New Location Transfer Fee | \$ 20.00 |
| Name Change Transfer Fee | \$ 20.00 |
| Other Licenses Transfer Fee | \$ 10.00 |
| Duplicate License Transfer Fee | \$ 10.00 |
| Regulatory License/Amusement Park | \$ 100.00 |
| Regulatory License/Solicitors | \$75.00 + |
| | \$20.00 per solicitor |
| Regulatory License/Theaters | \$ 350.00 |
| Regulatory License/Video Stores | \$ 100.00 |
| Regulatory License/Fireworks | \$ 300.00 |
| Beer/Liquor Class A | \$ 300.00 |
| Beer/Liquor Class B | \$ 300.00 |
| Beer/Liquor Class D | \$ 300.00 |
| Special Event License | \$ 300.00 |
| Sexually Oriented Business | \$ 800.00 |
| Homeowner Association (HOA) | \$ 20.00 |

G. OTHER MISCELLANEOUS

Timing of Payment. Payment is due upon request for services.

G1. Advertising Space in City Newsletter

| | |
|--|-----------|
| <u>*Large Block Advertising Space</u> | \$ 600.00 |
| (Space measured up to 3"X5") | |
| <u>*Medium Block Advertising Space</u> | \$ 150.00 |
| (Space the size of a standard business card - approxmate size not to exceed 3 1/2"X2") | |

| | |
|---------------------------------------|----------|
| <u>*Small Block Advertising Space</u> | \$ 75.00 |
| <hr/> | |
| (Space measured up to 1 1/2"X1 1/2") | |

G2. Fire Department
Hourly Rates

| <u>Event Rates Charged to Venue Organizers</u> | <u>Hourly</u> |
|--|---------------|
| Contracted A-EMT Ambulance X2 Personnel | \$ 90.00 |
| Contracted Class A Engine X3 Personnel | \$ 200.00 |
| Contracted EMT w/EMS Jump Kit | \$ 55.00 |
| <hr/> | |
| <u>Event Wages Paid to FD Staff (from Event Collections)</u> | |
| Firefighter/Advanced EMT | \$ 25.00 |
| <hr/> | |
| Fire or EMS Report (FREE if you are the victim) | \$ 5.00 |

G3. Municipal Parking Violation Fine \$ 25.00
(Except for handicapped parking)

G4. Civil Penalty Fines \$ 100.00
If paid within ten (10) days of the date of service of civil citation \$100. The civil penalty shall be doubled or \$200, if paid after ten (10) days but within twenty (20) days of service. The civil penalty shall be triple, or \$300 if paid after twenty (20) days but within thirty (30) days of service. After thirty (30) days, unpaid civil penalties shall accrue interest at the rate set forth by the State of Utah for unpaid judgements.

G5. GRAMA Request

| | |
|---|--------------|
| Copying per page | \$ 0.25 |
| Time in reasearching and compiling the record | \$20.00/ hr. |
| CD/Jump Drive | \$ 15.00 |

G6. Police Department

| | |
|--|--------------|
| Police Report (FREE if you are the victim) | \$ 5.00 |
| Accident Report | \$ 5.00 |
| Police Contract Fees | \$35.00/ hr. |

Amended 03/02/10
Amended 06/01/10, Res. 2010-15
Amended 06/15/10, Res. 2010-26
Amended 07/05/10, Res. 2010-31
Amended 07/20/10, Res. 2010-33
Amended 09/21/10, Res. 2010-40
Amended 10/19/10, Res. 2010-45

Amended 01/04/11, Res. 2011-01
Amended 02/15/11,
Amended 12/06/11, Res. 2011-27
Amended 01/17/12, Res. 2012-04
Amended 04/17/12. Res. 2012-12
Amended 02/18/14, Res. 2014-03
Amended 09/15/15, Res. 2015-29

CITY COUNCIL AGENDA

For Council Meeting:
January 5, 2016

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

1. Cemetery Rules and Regulations
2. Avenues at the Station Phase 2 Improvements Agreement
3. Approval of City Council Minutes from December 15, 2015
4. Bid for Workers Compensation Insurance
5. Approval of Prosecution Services Agreement for Justice Court
(Awaiting draft from County. Will be handed out on Tuesday.)
6. Resolution appointing the City Recorder and City Treasurer

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council
From: Neil Miller, Parks and Recreation Director
Date: December 18, 2015
Subject: **CEMETERY RULES AND REGULATIONS**

RECOMMENDATION

To approve updating the Cemetery Rules and Regulations as well as the clarifications, which were already approved in 2010 and 2015 respectively. See attachment for details on the changes.

BACKGROUND

In 2010 Mayor Harbertson and the Farmington City Council approved the recommended changes to the cemetery rules and regulations. The updates included, but not limited to: Who could and could not purchase plots, when they could purchase plots. Since then changes were also approved to include clarification of the placement of headstones, monuments and fences, as well as the placement of flowers and personal items.

Respectfully Submitted,

Neil Miller,
Parks and Recreation Director

Review and Concur,

Keith Johnson,
Assistant City Manager

RESOLUTION 2016-

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE FARMINGTON CITY CEMETERY RULES AND REGULATIONS RELATING TO PERMITS AND CITY'S RIGHT TO REMOVE NON-CONFORMING OBJECTS AND/OR DECORATIONS

WHEREAS, a permit and check in at the Parks and Recreation office is required for all markers and monuments before installation and/or work of any kind is authorized; and

WHEREAS, the city has the right to remove non-conforming objects and/or decorations from cemetery at the City's discretion;

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

Section 1. **Amendment to the Farmington City Cemetery Rules and Regulations.**
The Farmington City Rules and Regulations are hereby amended to read in the entirety as contained in Exhibit "A" attached hereto and made a part hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH ON THIS 5TH DAY OF JANUARY, 2016.

FARMINGTON CITY

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd
City Recorder

Exhibit "A"

FARMINGTON CITY CEMETERY

RULES AND REGULATIONS (See also Title 8, Chapter 1 of City Code.)

CONDITION OF SALE OF BURIAL RIGHTS (After July 1985)

1. Sale of grave sites (general burial sites) in the City Cemetery shall be limited to the residents of the City, and such sales shall only be allowed to provide for an immediate burial need based on a death. No more than 2 burial rights shall be sold to a single immediate family as outlined herein. Single burial rights shall not be sold except to a surviving spouse of any individual already interred in the cemetery or for the burial of such a spouse.*

*An application for special exception may be filed for consideration by the City Manager. The term "immediate family", for purposes of these Rules and Regulations, shall be defined as those persons domiciled in the place of residence and who include: husband, wife, child, stepchild, brother, sister, stepbrother, stepsister, parent, stepparent, grandchild, grandparent, mother-in-law, father-in-law.

2. Issuance of right to burial certificate does not convey any other privilege than the right to bury a person's body, (hereinafter called "the right to burial"), and is not a deed to convey title in fee simple to said ground or any part thereof.

3. Purchaser(s) of grave sites must designate one other person who may exercise right of burial on each individual grave site purchased. The right of burial may be transferred at any time if authorized by the lot purchaser(s) in writing (form is provided by City). If the lot purchaser(s) is (are) deceased or incapable of transferring burial rights to others, then the designated alternative person holding the right to burial has the authority to transfer those rights on that particular grave site.

4. A fee for transferring or amending burial rights shall be assessed by the City as established by the City Council and as amended by the City Council from time to time. The transfer of a right to burial shall not be used to circumvent conditions on a sale of burial rights as set forth above.

5. The burial right is vacated to the City upon the death of both the purchaser(s) and the designated alternative person who has the right of burial if not used for and in behalf of said purchaser (s) or their designee. Any heir or descendant of the purchaser has a preference over non-heirs or non-descendants to purchase the right to burial on said grave site once vacated to the City. At the discretion of the City, relatives or others may be given preference for repurchase of burial rights, provided they supply necessary proof that prior rights have expired. Cost of buying a new burial right is the amount in full of the existing current prices. The right of preference shall

expire one year after the City obtains the right.

6. Any purchaser or designated heir having the right to burial may at any time sell said "right" back to the City at a price as set forth in the City's consolidated fee schedule.

CONDITION OF SALE OF BURIAL RIGHTS (Prior to July 1, 1985)

1. All purchasers of the right to burial on grave sites purchased before July 1, 1985, shall provide the City information involving the following at the time a request for burial is made:

Designation of Heir Certification. When the "right to burial" in the cemetery was sold prior to July 1, 1985, the purchaser or his heirs had a perpetual right of burial subject to City Ordinances. As the term "heir" has no set meaning and varies in its usage to mean a person named in the will or any degree of consanguinity to the deceased at the time of death, it is probable there will be more heirs than rights to burial available. As such, as "heir certification" shall be completed for each grave site in the cemetery or a certified order from the probate court showing which heir is entitled to the grave site shall be furnished. An order from the probate court is preferred.

Transfer of Burial Rights. A transfer of the burial rights of the designated heir to another heir of the purchaser may be accomplished by submitting authorization for such transfer and the payment of the transfer fee. (Form provided by City.)

2. The Utah Code Annotated, Section 8-5-1, et seq., authorizes the City to reclaim any unused burial site "which has been unused for burial purposes for more than 60 years". The City Council, by virtue of its adoption of these rules and regulations, authorizes and mandates the City staff to reclaim any such site. Prior to reclaiming any lot, proper notification procedures as provided on the statutes will be followed to provide opportunity for certifying the right of burial.

3. Descendants or other heirs shall have a preference over non-heirs or non-descendants in purchasing a new right to burial on the lots or lot being reclaimed. The preference expires one (1) year following the reclamation of the "right to burial" by the City. The cost of the new right to burial will be at current prices.

4. Any purchaser or designated heir having a right to burial may at any time sell back said "right to burial" to the City at a price set forth in the City's consolidated fee schedule.

BURIAL SITES: Definitions/Rules

General burial site is construed to mean a space eight feet by four feet.

Baby grave site is construed to mean a space four feet by four feet. Two baby graves may be buried on a single general burial site provided authorization is granted by the purchaser(s) (if still living) or designated person having the original right of burial if purchaser(s) is (are)

deceased.

Urn grave site is a general burial site with requirements that the "right of burial" charges be the same as a general grave site. However, two urns may be buried on one general grave site.

Combined Grave Sites. Generally, no more than one burial per grave site will be allowed in a general burial site except for:

- a) Two urns
- b) Two babies
- c) One urn/baby
- d) One regular burial/one urn

Resident. As used herein, the term "Resident" shall mean and be defined as:

- (1) Any person who was domiciled within the corporate limits of Farmington, Utah, at the time of death, regardless of actual place of death; or
- (2) Any person owning real property within the corporate limits of Farmington, Utah, at the time of death, regardless of the residence of domicile of such person; or
- (3) Any person who was a legal resident of Farmington, Utah, at the time of death, regardless of domicile; or
- (4) Any person who was formally domiciled within the corporate limits of Farmington, Utah immediately prior to moving from the City for the purpose of becoming domiciled in any facility for the purpose of receiving medical or residential care; or
- (5) Any person having owned real property within the corporate limits of Farmington City, Utah, for 20 years or more regardless of the residence or domicile of such person at the time of death

Non-resident. As used herein, the term "Non-resident" shall mean and be defined as any person who does not meet the definition of "Resident" as set forth herein.

monument shall be recessed to ground level when not in use. Receptacles in the monument itself are allowed provided they do not project horizontally beyond the monument. Because of the potential for theft and/or vandalism, the installation of removable bases is discouraged.

8. **One Marker Per Grave.** No more than one marker per burial is permitted excepting government-provided veterans markers.

9. **Payment of Fees.** Charges for sale of cemetery lots must be paid before burial. Burial fees are due in full within 30 days of burial. No markers may be placed until all fees are paid.

FLOWER REGULATIONS

1. **Flowers Placed at Burials.** Artificial and/or natural (live) flowers placed during burials will be removed after seven (7) days following the burial.

2. **Artificial Flowers.** Artificial flowers may be placed on grave sites from November 1st through March 1st of the following year without being subject to removal by City crews except for those instances when they must be removed to accommodate nearby burials. Artificial flowers may also be placed three (3) days prior to the "observed" Memorial Day of each year and must be removed within seven (7) days following the "observed" Memorial Day. Artificial flowers placed during other periods (except burials) are subject to removal at the next scheduled mowing or for other maintenance purposes (when flowers are faded or weathered). Artificial flowers will be removed off the grave site and/or from any vases (including recessed bases) except for those receptacles that are an integral part of upright markers that are located above the marker base.

3. **Natural or Live Flowers.** Natural or live flowers may be placed at any time but are subject to removal at the next scheduled mowing (except burials). Flowers that are severely wilted will be removed at that time. During the "observed" Memorial Day holiday, flowers may be placed three (3) days prior to the observed holiday. Flowers will be removed by City crews after seven (7) days following the "observed holiday". Natural or live flowers shall be placed in non-glass containers on the marker or adjacent cement collar.

4. **Theft of Flowers.** The City is not responsible for the theft or loss of flowers in the cemetery.

FENCES AND OTHER REGULATIONS

1. **Fences.** Fencing, railing, coping or other enclosures around lots or graves are prohibited.

2. **Plantings.** Planting of shrubs or flowers on or near any grave or lot is prohibited.

3. **City's Right to Remove Non-conforming Objects and/or decorations.** If any tree or shrub, by means of its roots, branches, or otherwise, becomes detrimental to adjacent lots or walks, or interferes with the general appearance of the cemetery, the City has the right to remove such trees and shrubs. The City reserves the right, without notice, to remove from burial sites all flowers and decorations of any kind **such as lights, shepherds hooks, flags, pinwheels, statues,** and any unauthorized plantings that do not conform with the rules and regulations of the cemetery. **Decorations on the concrete mow edge or outside the concrete are subject to removal and discarding at the City's discretion during mow season March 1st - November 1st.**

4. **Disturbing or Defacing Property.** It is unlawful for any person, other than those authorized by the City, to take away any headboard, tombstone, monument, tree, shrub, flower or cut flower, or any other property or ornament in the City Cemetery. It is unlawful for any person to

maliciously damage any monument, marker, tree, shrub, or other property in the City Cemetery.

5. **Vehicle Operation**. The motor vehicle speed limit within the cemetery is 10 mph. Motor vehicles are permitted only within cemetery asphalt roads and parking lots and only during daylight hours.

6. **Animals Prohibited**. Any animal leashed or unleashed is prohibited from the cemetery.

7. **Theft or Loss of Personal Belongings**. The City is not responsible for the theft or loss of personal belongings in the Cemetery.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: January 5, 2016

**SUBJECT: AVENUES AT THE STATION PHASE 2 IMPROVEMENTS
AGREEMENT**

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Oakwood Homes of Utah, LLC and Farmington City for Avenues at the Station Phase 2 Subdivision.

BACKGROUND

The bond estimate for the Avenues at the Station Phase 2 subdivision is \$520,968.40, which includes a 10% warranty bond. Oakwood Homes of Utah, LLC has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in the same amount.

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

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur,

Dave Millheim
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between Oakwood Homes of Utah, LLC (hereinafter "Developer"), whose address is 206 E Winchester St., Murray, UT 84107, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Avenues at The Station Phase 2, located at approximately Clark Lane / 1100 West, in Farmington City; and street

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$520,968.40.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 520,968.40 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement.

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

constitute a waiver or estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.
13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

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

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

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

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

 _____

By: Glen K Lent

Its: VP of Land

DEVELOPERS ACKNOWLEDGEMENT

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

STATE OF UTAH)
 :SS.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)
 :SS.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Partnership)

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

On this 28 day of December, 2015, personally appeared before me Glen Lent who being by me duly sworn did say that he or she is the Vice President of Land of Oakwood Homes of Utah, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Rachel Marietta Morris
NOTARY PUBLIC

Residing in Salt Lake County, Utah



Avenues at the Station Phase 2
Bond Estimate
Revised 12-11-2015 (Subtracted Completed Work)

| Storm Drain | | | | | | | | |
|--|----------|------|-------------|---------------------|---------------|--------------|---------|--|
| Item | Quantity | Unit | Unit Cost | Bond Amount | Bond Released | Current Draw | % | |
| 15" RCP Pipe (Includes Bedding and Fill) | 828 | LF | \$ 34.50 | \$ 28,566.00 | 0 | 0 | 0 | |
| Standard Inlet Box | 1 | EA | \$ 1,800.00 | \$ 1,800.00 | 0 | 0 | 0 | |
| Combination Box | 0.4 | EA | \$ 3,400.00 | \$ 1,360.00 | 0 | 0 | 0 | |
| Manhole / Junction Box | 0.3 | EA | \$ 3,000.00 | \$ 900.00 | 0 | 0 | 0 | |
| SWPPP | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | 0 | 0 | 0 | |
| Detention Basin | 0 | LS | \$ 3,000.00 | \$ - | 0 | 0 | #DIV/0! | |
| Subtotal | | | | \$ 37,626.00 | | | | |
| 10% Warranty Bond Amount | | | | \$ 6,533.50 | | | | |
| Total | | | | \$ 44,159.50 | | | | |

| Sanitary Sewer | | | | | | | | |
|---------------------------------|----------|------|-------------|---------------------|---------------|--------------|---------|--|
| Item | Quantity | Unit | Unit Cost | Bond Amount | Bond Released | Current Draw | % | |
| 8" PVC DR-35 | 128 | LF | \$ 32.00 | \$ 4,096.00 | 0 | 0 | 0 | |
| 48" Sewer Manhole | 1.05 | EA | \$ 2,100.00 | \$ 2,205.00 | 0 | 0 | 0 | |
| Connect to Existing | 0 | EA | \$ 1,000.00 | \$ - | 0 | 0 | #DIV/0! | |
| Sewer Lateral | 10 | EA | \$ 1,200.00 | \$ 12,000.00 | 0 | 0 | 0 | |
| Subtotal | | | | \$ 18,301.00 | | | | |
| 10% Warranty Bond Amount | | | | \$ 10,510.00 | | | | |
| Total | | | | \$ 28,811.00 | | | | |

| Culinary Water | | | | | | | | |
|---------------------------------|----------|------|-------------|---------------------|---------------|--------------|---------|--|
| Item | Quantity | Unit | Unit Cost | Bond Amount | Bond Released | Current Draw | % | |
| Connect to Existing | 1 | EA | \$ 4,000.00 | \$ 4,000.00 | 0 | 0 | 0 | |
| 8" C900 PVC | 165 | LF | \$ 32.00 | \$ 5,280.00 | 0 | 0 | 0 | |
| 8" Valve | 0.5 | EA | \$ 1,720.00 | \$ 860.00 | 0 | 0 | 0 | |
| 8" Fittings | 0 | EA | \$ 900.00 | \$ - | 0 | 0 | #DIV/0! | |
| Water Lateral | 25 | EA | \$ 1,250.00 | \$ 31,250.00 | 0 | 0 | 0 | |
| Fire Hydrant | 0 | EA | \$ 4,700.00 | \$ 940.00 | 0 | 0 | 0 | |
| Subtotal | | | | \$ 42,330.00 | | | | |
| 10% Warranty Bond Amount | | | | \$ 14,335.00 | | | | |
| Total | | | | \$ 56,665.00 | | | | |

| Road Improvements | | | | | | | | |
|---------------------------------|----------|------|--------------|----------------------|---------------|--------------|---------|--|
| Item | Quantity | Unit | Unit Cost | Bond Amount | Bond Released | Current Draw | % | |
| Clear and Grub | 0 | LS | \$ 7,400.00 | \$ - | 0 | 0 | #DIV/0! | |
| Rough Grade | 0 | LS | \$ 50,000.00 | \$ - | 0 | 0 | #DIV/0! | |
| Sawcut Asphalt | 1500 | LF | \$ 3.15 | \$ 4,725.00 | 0 | 0 | 0 | |
| Curb and Gutter w/ Base | 3600 | LF | \$ 20.00 | \$ 72,000.00 | 0 | 0 | 0 | |
| Sidewalk w/ Base | 15810 | SF | \$ 4.70 | \$ 74,307.00 | 0 | 0 | 0 | |
| ADA Ramp | 14 | EA | \$ 1,200.00 | \$ 16,800.00 | 0 | 0 | 0 | |
| 12" Road Base | 48410 | SF | \$ 1.20 | \$ 58,092.00 | 0 | 0 | 0 | |
| 3" Asphalt Road | 17600 | SF | \$ 1.80 | \$ 31,680.00 | 0 | 0 | 0 | |
| 4" Asphalt Road | 30810 | SF | \$ 2.50 | \$ 77,025.00 | 0 | 0 | 0 | |
| Concrete Cap over 20" HP Gas | 370 | LF | \$ 43.00 | \$ 15,910.00 | 0 | 0 | 0 | |
| Subtotal | | | | \$ 350,539.00 | | | | |
| 10% Warranty Bond Amount | | | | \$ 40,793.90 | | | | |
| Total | | | | \$ 391,332.90 | | | | |

| | |
|-------------------|----------------------|
| Total Bond | \$ 520,968.40 |
|-------------------|----------------------|

| Cash Deposits | | | | | |
|---------------|----------|------|-------------|-------------|--|
| Item | Quantity | Unit | Unit Cost | Bond Amount | |
| Slurry Seal | 30810 | SF | \$ 0.20 | \$ 6,162 | |
| Street Signs | 4 | EA | \$ 300.00 | \$ 1,200 | |
| Street Lights | 6 | EA | \$ 3,200.00 | \$ 19,200 | |

| Full Bond Amount for Determination of Fees | | |
|--|-------------|--|
| Item | Bond Amount | |
| Full Bond Amount | \$ 793,896 | |

FARMINGTON CITY COUNCIL MEETING

December 15, 2015

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Development Director David Petersen, Associate City Planner Eric Anderson, Assistant City Manager Keith Johnson, City Engineer Chad Boshell, City Recorder Holly Gadd and Recording Secretary Melanie Monson.

Dave Millheim was excused due to a death in his family.

Mayor Talbot said the hillside development is a discussion item, and not a public hearing. He said they would allow about 15 minutes for the presentation by the professor who was contacted by the residents to examine the development, as well as time for a presentation by the geotech hired by the developer. He welcomed the Council to ask questions, but said this item would come back before the Council as a public hearing for annexation. **Chad Boshell** said the geotech report was very thorough. **Mayor Talbot** reminded the Council that due to a tie on the night this item originally came before the Council, he voted in favor of moving forward. He said he did not feel the applicant should be turned down because of questions that were unanswered, but that could be answered through geotechnical studies. **Dave Petersen** said they can go all the way through preliminary plat before the annexation, and if the Council decides not to annex, then it can shut down the whole application.

High School Site Impacts

Dave Petersen said as they considered the traffic impacts for the high school, they found out that the School District is not exempt from LUDMA (Land Use Development Management Act) and can be treated like a normal development. He referenced the table in the packet, detailing the process and who will review each step. He said a property owner can clear their site without approval from the planning commission, and clearing and raising the high school site has already begun. The City Attorney advised that the City may charge an application fee, which is estimated to be \$27,850. An application fee was not charged for Eagle Bay or the new elementary school, however the impact of the new high school is significantly more than other uses. **Mayor Talbot** asked about the detention basin, which **Dave Petersen** said will be on the corner of the property. He said the City will need to review easements the School District conveys to the City. He said the road will be 52', and they are suggesting that the School District is responsible for 14' on each side and 24' in the middle will be paid out of impact fees. The impact fees might not be enough, however, which is why they have a reimbursement agreement in place. Additionally, the Council may consider a Special Assessment Area (SAA) or a Pioneering Agreement with the School District to help pay for the improvements. **Brigham Mellor** pointed out that because the School District is the majority property owner, they can call for the SAA. There are 7 property owners who are not committed to pay for their improvements. He also said it makes sense to improve 650 West when we are doing Glover's Lane, and the Council was in agreement. However, **Dave Petersen** said it would require a lot of time, effort and money. **Cory Ritz** suggested that the

Council should give property owners the option to pay over 10 years, with low interest, which is what **Dave Petersen** confirmed would be done. **Chad Boshell** said it would probably be in the neighborhood of \$10,000 per home. **Cory Ritz** asked if the lien should transfer with the property and be payable in full and **Keith Johnson** said it would follow the property and become payable upon transfer. **Dave Petersen** said the City could help some low income families with grants. Referring back to the list of steps, **Dave Petersen** reported that the City Attorney said the City can require the District to do an improvement bond. If the City obtains a bond, it will get a warranty period. The next several pages reflect what improvements the City wants to get out of this deal. **Mayor Talbot** said his assessment thus far is that the School District has been good to work with, and he hopes that will continue. **Dave Petersen** said the School District is hoping to come in under their \$71 million budget, and does not have unlimited resources for this project, which may impact their cooperation with the City on improvements.

Mayor Talbot said the biggest item on the agenda is the Residences at Farmington Hills. He asked Jim Young to make the motion for Summary Action. He said they need to decide on the date for the Strategic Planning meeting. He also said they need to consider when to hold the public hearing for Buffalo Ranches; he suggested that it be held at the second meeting in January since that will be within 45 days from their application.

REGULAR SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Development Director David Petersen, Associate City Planner Eric Anderson, City Engineer Chad Boshell, City Recorder Holly Gadd and Recording Secretary Melanie Monson.

CALL TO ORDER:

Mayor Talbot excused Dave Millheim due to a death in his family and wished him and his family well.

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

The invocation was offered by Councilmember **John Bilton** and the Pledge of Allegiance was led by Boy Scout **Jaden Bennet** from troop 534.

Mayor Talbot welcomed the Youth City Council expressed appreciation for their attendance.

NEW BUSINESS:

Review and Acceptance of Audit Report

Mike Ulrich from Ulrich Associates said the audit report represents the City's financial position as of June 30, 2015. He said the State places some restrictions on how much

the City can carry forward on unassigned fund balances. The City is getting close to the 25% allowed, and is currently at 21%. He reviewed other fund balances and budget figures, and said that overall the City increased the fund balance by \$341,000. The operating income and loss fund is in a deficit due to some one time maintenance and upgrades on the water systems, etc. **Mayor Talbot** asked how often the one time maintenance takes place. **Keith Johnson** said over the last two years the City has done quite a bit of maintenance, but previously had not. **Mike Ulrich** said all the other funds have their debt paid off. He said they check compliance with State Laws, and they found one issue, which was overspending by \$1700 from the RDA fund. It was given to the School District, and it was more than was estimated. He said it was not a serious finding, and the City will take care of amending the budget.

Motion:

Doug Anderson made a motion to approve the Audit Report for FY 2015.

John Bilton seconded the motion, which was unanimously approved.

John Bilton said the City is run conservatively, and even though the report was quick, a lot of time was spent reviewing the report. He said the City is financially sound and the City's officials have done an excellent job of managing the City's finances.

Presentation of "Award of Financial Reporting Achievement" to Keith Johnson

Mayor Talbot said a certificate of achievement of excellence in financial reporting is being presented to **Keith Johnson**, and represents a significant accomplishment for a government and its management. He said **Keith** has received 14 consecutive rewards.

Timing of the Collection of Park Impact Fees for Future Project—Discussion Only

Dave Petersen said this item was discussed at a previous meeting when the building community asked if the City could collect the park impact fees at building permit instead of at plat. He said staff is ok with collecting them at building permit. He said if the Council is ok with it, staff would prepare a resolution to approve it in February when the new park impact fee structure goes into place. He said the impact related to the other fees occurs when the developer begins developing, and so the timing of the collection of those fees will not change.

Brigham Mellor said throughout his career in collecting impact fees, he has always seen them collected at plat, and not at building permit. He thanked staff for being responsive in evaluating them, and he wants to move forward. All other Council members agreed. **Mayor Talbot** asked **Dave Petersen** to direct staff to make the changes and prepare a resolution, and **Dave** said they will coincide with the other impact fees.

Inventory of Sidewalks as they relate to New West Side Schools—Discussion Only

Chad Boshell said the elementary school is scheduled to open next fall, and thus is a higher priority with respect to sidewalks. He said there are sections of sidewalk that are missing, which will likely receive high traffic from kids going to and from school. He said they prioritized sidewalks along 1100 West. He said the second highest priority would be

further north on 1100 west. He said he included the cost to widen the road and add curb and gutter, but said the Council could just put in the sidewalk where it needs to be and do the road improvements later. **Brigham Mellor** said residents are concerned that the sidewalks will not be completed before the school opens. **Chad Boshell** said sidewalks are typically completed through development, and there are not any developments anticipated prior to when the school will open. The City could enter into pioneering agreements to get reimbursed by development within 10 years. He said if the City wanted to put in the sidewalks before the school opens, it would have to come from the General Fund. **Brigham Mellor** said he would be in favor of doing so, especially given the proposal to have students from all over the City at both schools based on English/Spanish immersion, etc. **Cory Ritz** asked about some of the planned sidewalks in relation to existing trails and horse property (priority #9). **Dave Petersen** said the City adopted a plan in the 1990's to leave the south side of the road unfinished for people who had horses, and to have sidewalks on the other side. He said the City has likely deviated from that policy over the years, and staff will need to look into it. **Mayor Talbot** said it is safe to say that the City cannot do all the projects at once, but can prioritize some. **Brigham Mellor** asked if there will be any significant problems with completing the road improvements in the future if the City moves forward with the sidewalk improvements only. **Chad Boshell** answered that there is always a risk, but theoretically they should be able to maintain the sidewalk while they put in the rest of the improvements. He said priority 4 may be important to put in before the school opens, depending on where the pickup/drop off area is for the school. He said it would cost about \$60,000 to complete the sidewalk for priorities 1, 2, and 4. **Brigham Mellor** asked when the Council would need to make that decision. **Chad Boshell** said they would hire some surveyors, but would not pour the cement until the end of April, so it would be realistic to get it done before the school opens. Referencing Cory Ritz's point, he said the City could also make some minor improvements to existing trails for kids to walk on. **Mayor Talbot** said for those Councilmembers who have been contacted regarding the sidewalks, they can get back to their constituents about what was discussed tonight. **Keith Johnson** said there is nothing currently budgeted, and it would have to be added into next year's budget. **Brigham Mellor** said at this point, he would look to staff to recommend the pros and cons of doing just the sidewalks now versus completing all the improvements. **Doug Anderson** said it would be good to have it budgeted in next year's budget to be able to plan for it. **John Bilton** said with the impact of two schools, he wondered if this should be wrapped into the SAA discussion. He said it is a big undertaking, and the City could wait to see potential applications for development that come in. **Brigham Mellor** said setting up an SAA pushes the timeline out further, when it is only \$60,000 to start the sidewalks now. **John Bilton** said he does not want to do it twice given the many pieces that need to be accounted for. **Mayor Talbot** asked Holly to put this on a future agenda. **Chad Boshell** said depending on funding, he would also recommend widening the road on portion 1. **John Bilton** said ultimately this is about a \$1 million decision for the City. **Mayor Talbot** asked Chad and Keith to move forward looking into it and thanked Chad for his efforts.

JOINT CITY COUNCIL/PLANNING COMMISSION:

Residences at Farmington Hills GeoTech and Geological Hazards Reports Presentation

Mayor Talbot reminded the audience that this is a discussion item only for the Council and that the Council will not be accepting public comment. He said the Council has

had a lengthy discussion in the past and the vote was split 3-2 in favor of approval. The developer and the residents have each found geological experts, who will be making presentations tonight. He said there will be a public hearing at the Planning Commission meeting on Thursday. He said each presenter would have about 15 minutes to make their presentation.

Dr. Kathleen Nicoll, 1467 Browning Avenue, Salt Lake City, Utah. She is a professor of geology from the University of Utah. She said she did not receive any compensation for this, it was pro bono, and stated that she is not formally a consultant. She did this as an interested citizen. She wanted to discuss some of the hazards associated with mountain front terrain and properties, including various types of movements and slope failure. She said markets tend to zone for rapid growth and concerns about slope failure are often discounted. Utah has buyer beware laws, meaning the burden of proving safety is placed on the buyer and not the developer, but most buyers assume what they are buying will be safe. She said failures would be most likely to form along the head scarp. She said the history of the landslide complex dates back 11,000 years ago. It was most recently active 2000 years ago. She said the Farmington Canyon flows were most recently active in 2011, and were extensively active in the 1980's. She said on the proposed development's property there are erosion control devices and a debris flow gully. She said the bedrock is weak, there are nearby faults, and soil instabilities. She said the load may predispose an area to premature sliding. She said the landscape is not ideal, there are very steep lots, and that landslide risk is very high. She said these risks will be difficult to mitigate. She said if there is an area that has a landslide it is likely to slide again. She recommends not enhancing the landscape in a way that would increase risk. She said due to the harsh climate, it is more likely that slopes will fail. She said there is precedent for residents and businesses to sue Cities. She said the property in North Salt Lake that was destroyed by the landslide had geotechnical studies and was built to code. She said putting more weight on the crown, will increase the likelihood of aggravating the slope. She said the more conservative approach would be to conserve the area and not increase risk to the City.

Mayor Talbot recognized Rebecca Wayment, Heather Barnum and Dan Rogers from the Planning Commission who came to get better educated about this issue.

Tim Thompson, 11668 South 1000 East, Sandy, Utah. He is a senior geologist from GeoStrata, and performed two geotechnical studies on the proposed site. He said his company has worked extensively with the Traverse Mountain project. He pointed out the Farmington landslide complex on a map. He said the property for the proposed development is not at the crown of the landslide complex. He said below the Bonneville bench, there is the Provo bench. The Wasatch fault runs along the mountain front. He said there are some landslide deposits to the east of the Wasatch fault, but none on the property. He said the property is a good coarse sand and gravel area with solid bedrock. He said the fault is an active fault, but only runs through the property on the western corner, and they designed setbacks for those faults. He said liquefaction is a risk factor for many homes in Farmington, but it is too expensive to require homeowners to mitigate liquefaction. Slope stability is something they look at, and this property is relatively stable. He said there are strong metamorphic rocks dating back 2.5 million years. He said for residential development, they look at faults dating back 10,000 years. He said the erosional rills are not considered a geological hazard because there is no basin they are flowing down from. He said there is a potential problem where the development

empties out into a cul-de-sac with several homes at the base. In the event of a debris flow, those homes would likely be destroyed. He said developing this site would be a good opportunity for the City to create a mitigation area with drainage to protect the existing neighborhood. He said they designed a setback 15-30 feet from the fault line. He said there is no landslide prone slope in this area. He said they do not believe this site is prone to rock fall. He said there is not a landslide or fault hazard for the property overall. He said the hazards are for the properties below, which would need to be mitigated. He said there are not hazards that would preclude this development.

John Bilton thanked Dr. Nicoll for completing her study pro bono. He asked Mr. Thompson from a legal perspective which hazards preclude development. **Dave Petersen** said 30% slope, faults, and soils reports; additionally, Chapter 30 calls out steep areas as no build areas. **Tim Thompson** said the standard of care in Utah was defined by the Supreme Court, and it looks at what a person of similar training, in a similar area would do at the time the study was done.

Doug Anderson said there are other examples throughout the state where slides have occurred, and where he is sure geological studies were completed. He said he wants to dig deeper into some of those comparables to see if there are similarities, and to determine the basis by which those developments were approved.

Brigham Mellor said the situation with the Ivory development matches up exactly with the picture from Dr. Nicoll's presentation. He said it would take years to pay for the mitigation with just that property owner's taxes. He said the City is opening itself to risk, and would have some responsibility in the event of an issue arising out of the proposed property.

Mayor Talbot said there is heightened sensitivity about the proposed development because of the landslide in North Salt Lake, but from his understanding there are differences in the terrain. **Brigham Mellor** said the problem with the Ivory development looks about the same to him. **Cory Ritz** said we have to rely on the best counsel we get from those we pay for their expertise. He said based on the reports, the liquefaction potential throughout much of Farmington seems like a greater risk than the slopes and scarp issues arising from the proposed development. However, he said that does not at all mean that there should be a building moratorium in the City. He said after consulting with professionals, the question becomes, is the level of risk acceptable after mitigation has taken place. He said the property owner has the right to develop his property. **Brigham Mellor** said he agrees about property owners' rights, but pointed out that the rest of the City would subsidize the development in the event of a slide. **Mayor Talbot** thanked both experts. He said the developer has done what the City asked him to do, in looking at the soil stability, etc. He said the Council should pay careful attention to what happens at the Planning Commission meeting on Thursday.

Heather Barnum, 1938 Ranch Road, Farmington, Utah. She said it would be helpful if the geotech experts could attend the Planning Commission meeting on Thursday at 7 pm to answer questions the Planning Commissioners may have.

Mayor Talbot thanked Jerry Preston for accomplishing what the Council asked him to do in getting the geological study done.

CITY COUNCIL—SUMMARY ACTION:

Minute Motion Approving Summary Action List:

1. Farmington Park Phase 2 Improvements Agreement
2. Farmington Bungalows Improvements Agreement
3. Park Lane Commons Phase 3 Improvements Agreement
4. Ordinance Establishing Dates, Time and Place for Holding Regular City Council Meetings
5. Approval of City Council Minutes from November 10, 2015
6. Approval of City Council Minutes from November 17, 2015
7. Approval of City Council Minutes from December 1, 2015
8. Approval of Storm Water Bond Log for September, October and November
9. Resolution to end Contributions to the Retirement Health Savings Plan (RHS) for Part Time Firefighters
10. Park Lane Extension Agreements

Mayor Talbot asked the Council to look at the calendar for meetings next year. **Jim Young** asked for a correction on the November 10th meeting notes- it should say *requested instead of contested.

Motion:

Jim Young made a motion to approve the items on the Summary Action List 1-10.

John Bilton seconded the motion which was unanimously approved.

GOVERNING BODY REPORTS:

City Manager Report

1. Building Activity Reports for September, October and November
2. Fire Monthly Activity Report
3. Executive Summary for Planning Commission held December 3, 2015
4. Lagoon/Station Park Shuttle 2015 Performance Report
5. Suggested Dates for Strategic Planning (February 3rd or 4th in the morning or February 18th any time): The Council agreed on February 4th at 8 am. **Mayor Talbot** asked **Holly** to send out a memo.
6. Set Hearing Date for Proposed Amendments to Buffalo Ranch Conservation Easements: **Holly** said it will take place at the second meeting in January. **Cory Ritz** asked if he could call in. **Dave Petersen** reminded the Council that Dave Millheim anticipated the Plummer request being considered at the community center, however **Mayor Talbot** said he is inclined to leave the meeting here at City Hall. **Holly Gadd** said the Community Center schedule is filling up quickly, and all Council members voted to have that public hearing at City Hall.
7. Update on Prop 1 Funding
8. Local Officials Day: **Holly Gadd** said on January 27th, the Council will take the Youth City Council to the legislature at the Capital. She said it begins at 7 am with a speaker. **Doug Anderson, Brigham Mellor** and **Mayor Talbot** said they would attend.
9. Thursday December 17 at 1 pm is the employee Christmas party at City Hall. Spouses are invited to attend and everyone is asked to wear Hawaiian attire.

Mayor Jim Talbot

1. Planning Commission Appointment: **Mayor Talbot** said he and Dave Petersen reviewed 7 applications and interviewed 6 candidates. He said they have narrowed it down and will let the Council know at the next meeting.
2. He thanked the Council for attending his Christmas party, and said it was a unique experience to be able to associate together as friends. He said they would welcome Brett Anderson in January.
3. He reminded the Council of their responsibility to attend their committee meetings. He said starting in January, the Council will have the opportunity to report on their assignments each month.

John Bilton: he offered his thanks to Jim Young, and said he has done a wonderful job and has appreciated his friendship and excellent service.

Cory Ritz: said at the last mosquito abatement meeting he attended, they discussed the pools of mosquitos that have tested positive for West Nile virus. The City had 3 positive tests. He said it is a big deal, and the mosquito abatement district sprayed for about a month longer than normal due to those positive tests and the warm fall.

Brigham Mellor: he said he and Dave have been in contact with GeorgeAnne from Century Link, and one of the projects is done and the rest should be done by January. Thus far people who have joined that network are getting excellent speeds.

Doug Anderson: he thanked Jim Young for being a great mentor. Regarding the home under construction on State Street, he asked if the rock they installed is the rock the Historic Commission did not want on the home. **Dave Petersen** said yes, it is.

Council member **Jim Young** did not have anything to report at this time.

ADJOURNMENT

Motion:

At 9:08 p.m., **Brigham Mellor** made a motion to adjourn the meeting. **Doug Anderson** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: December 29, 2015

SUBJECT: **BID FOR WORKERS COMPENSATION INSURANCE**

RECOMMENDATION

Approve the attached bid submitted by the Workers Compensation Fund for Workers Comp Insurance.

BACKGROUND

Staff requested bids from two providers for workers compensation insurance. The past two years we have been with Utah Local Governments Trust but have not been very pleased with the service. Previously we were with the Workers Compensation Fund and were very pleased but switched due to the cost difference at that time.

The bids came in and Workers Compensation bid \$44,134.61 and Utah Local Governments Trust bid \$46,937. Staff recommends going back to the Workers Compensation Fund.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager



PRODUCER:
BLAKE C GREEN
(801)476-2401

P.O. Box 2227
Sandy, Utah
84091-2227

Main: 385.351.8000
Toll Free: 800.446.2667

INSURANCE PROPOSAL

Proposal No: **1637827**

INSURED: FARMINGTON CITY CORP
PO BOX 160
FARMINGTON, UT 84025

INSURED IS: **Non-Corporation Governmental E**
EFFECTIVE DATE: 01/01/2016 To 01/01/2017

Workers Compensation Fund is pleased to provide you with this proposal.

The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans.
All information required below is subject to verification and change.

| Classifications | Code No. | Premium Basis Total Estimated Annual Remuneration | Rates Per \$100 of Remuneration | Estimated Annual Premium |
|--|-----------|---|---------------------------------------|-----------------------------|
| STATE: UT | | | | |
| STREET OR ROAD | 5509 | 1,148,000 | 2.33 | \$26,748.40 |
| MAINTENANCE CONSTRUCTION | | | | |
| FIREFIGHTERS & DRIVERS | 7710 | 619,000 | 2.65 | \$16,403.50 |
| FIREFIGHTERS & DRIVERS-VOLUNTEER | 7711 | | 2.65 | |
| CLERICAL OFFICE EMPLOYEES | 8810 | 1,027,000 | 0.13 | \$1,335.10 |
| MUNICIPAL EMPLOYEES | 9417 | 1,811,000 | 1.67 | \$30,243.70 |
| MANUAL PREMIUM | | | | \$74,730.70 |
| EMPLOYERS LIABILITY | | 100/500/100 | | |
| EXPERIENCE MODIFICATION | | | 0.72 | -\$20,924.60 |
| SCHEDULE RATING (CR) | | | 0.89 | -\$5,918.67 |
| TOTAL STANDARD PREMIUM | | | | \$47,887.43 |
| PREMIUM SIZE DISCOUNT | | | 9.76% | -\$4,673.82 |
| TERRORISM | | 4,605,000 | 0.01 | \$460.50 |
| CATASTROPHE-OTHER THAN CERTIFIED ACTS OF TERRORISM | | 4,605,000 | 0.01 | \$460.50 |
| ESTIMATED ANNUAL PREMIUM | | | | \$44,134.61 |
| Total Due For: | UT | | | \$44,134.61 |

Proposal Prepared: 12/10/2015

Requestor: MALESSAN



PRODUCER:
 BLAKE C GREEN
 (801)476-2401

P.O. Box 2227
 Sandy, Utah
 84091-2227

Main: 385.351.8000
 Toll Free: 800.446.2667

INSURANCE PROPOSAL

Proposal No: **1637827**

INSURED: FARMINGTON CITY CORP
PO BOX 160
FARMINGTON, UT 84025

INSURED IS: Non-Corporation Governmental E
EFFECTIVE DATE: 01/01/2016 To 01/01/2017

Workers Compensation Fund is pleased to provide you with this proposal.

The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans.
 All information required below is subject to verification and change.

| Classifications | Code No. | Premium Basis | Rates Per | Estimated Annual Premium |
|-----------------|----------|-------------------------------------|-----------------------|--------------------------|
| | | Total Estimated Annual Remuneration | \$100 of Remuneration | |

Minimum Premium: \$400.00

Please see Proposal Summary for payment due amount.

For your protection, Utah law requires the following to appear on this form: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

Proposal Prepared: **12/10/2015**

Requestor: **MALESSAN**

PROPOSAL SUMMARY

INSURED: FARMINGTON CITY CORP
 PO BOX 160
 FARMINGTON, UT 84025

| | | |
|----------------------------------|---------------------|-------------------|
| COMPANY: | PROPOSAL NO: | TOTAL DUE: |
| WORKERS COMPENSATION FUND | 1637827 | \$44,134.61 |

It is agreed that the total amount of \$44,134.61 will be paid in installments according to the following schedule:

| | Due Date: | Amount: |
|---------------------|------------|--------------------|
| DOWN PAYMENT | 01/01/2016 | \$6,620.19 |
| | 02/01/2016 | \$4,170.72 |
| | 03/01/2016 | \$4,170.72 |
| | 04/04/2016 | \$4,170.72 |
| | 05/02/2016 | \$4,170.72 |
| | 06/01/2016 | \$4,166.31 |
| | 07/04/2016 | \$4,166.31 |
| | 08/01/2016 | \$4,166.31 |
| | 09/01/2016 | \$4,166.31 |
| | 10/03/2016 | \$4,166.30 |
| TOTAL: | | \$44,134.61 |

Coverage will be in force at 12:01 a.m. on the effective date on page one of this proposal, providing the signed proposal and required down payment have been received prior to this date.

Estimated premium and all unpaid installments will be adjusted to reflect the final Experience Modification Factor determined by the Rating Bureau(s) upon receipt of that Experience Modification Factor.

Policies cancelled at the insured's request prior to expiration will be subject to short rate cancellation provisions.

This proposal is subject to pending rate changes.

Accepted by: _____ Date: _____
(Signature of Owner, Partner, or Corporate Officer)

Check is enclosed (\$20 service charge for returned items.)

OR Pay online @ <https://www.wcgroup.com/pinv>

Proposal Prepared: 12/10/2015

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$921.00 , and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: WORKERS COMPENSATION FUND
Policy Number: PROPOSAL



WHY WORKERS COMPENSATION FUND?

Workers Compensation Fund (WCF) has insured Utah employers since 1917 and is the largest workers compensation insurer in the state of Utah. As a company, WCF is committed to customer service, strong business partnerships and aggressive cost management.

RATES

At WCF, we understand the importance of providing reliable workers compensation insurance at a fair price. We work hard to offer low rates while still keeping WCF financially strong. Currently, Utah has the lowest workers compensation rates for manufacturing in the nation, which the Economic Development Corporation of Utah has recognized as an economic incentive for bringing business to Utah.

SAFETY SERVICES

WCF's Safety and Loss Prevention Department employs safety professionals who offer our policyholders a variety of loss prevention services, safety and health audits, program assistance including general safety, substance abuse prevention, safe driving practices and OSHA required programs.

Safety training is strongly emphasized for WCF policyholders and is provided at policyholders' places of business and in regional seminar formats. WCF provides more than 100 safety seminars each year across Utah. Go to WCF's website to learn more.

WCF ONLINE TOOLS

WCF online contains a majority of the applications and forms available to WCF policyholders. Here are some of the things you can do to manage your policy online:

- File a claim
- Review claims status
- Maintain an OSHA 300 log
- Print a certificate of insurance
- Make a payment online
- Obtain a loss run
- Risk management tools
- Report payroll

CLAIMS SUPPORT

Our claims services bring together a preferred provider network, prescription drug discounts, provider bill and utilization review, medical case management and vocational rehabilitation. This combination gives injured employees a solid foundation of care and support. It also allows our policyholders to participate in controlling claims costs.

DIVIDENDS

WCF is 100% owned by its policyholders. This entitles policyholders to share in the company's financial success. Dividends have been distributed every year since 1992. Policyholder ownership also makes WCF accountable to Utah employers and employees to provide stability in the market and superior customer service.

| Dividend Paid by Premium Size | Premium Size | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 6 Yr. Total |
|-------------------------------|--------------|---------|---------|---------|---------|---------|---------|-------------|
| | \$5,000 | \$500 | \$250 | \$125 | \$250 | \$250 | \$500 | \$1,875 |
| | \$10,000 | \$1,000 | \$500 | \$250 | \$500 | \$500 | \$1,000 | \$3,750 |
| | \$25,000 | \$2,500 | \$1,250 | \$625 | \$1,250 | \$1,250 | \$2,500 | \$6,375 |
| | \$50,000 | \$5,000 | \$2,500 | \$1,250 | \$2,500 | \$2,500 | \$5,000 | \$18,750 |



Payment Processing Center
 P.O. Box 26488 | Toll Free: 800.446.2667
 Salt Lake City, Utah | Accounting: 385.351.8030
 84126-0488

PREMIUM INVOICE

FARMINGTON CITY CORP
 PO BOX 160
 FARMINGTON, UT 84025

PROPOSAL NUMBER
 1637827

INVOICE PRINTED
 12/10/2015

INVOICE NUMBER
 X014010

DUE DATE
 12/31/2015

| DESCRIPTION | AMOUNT |
|--------------|------------|
| Down Payment | \$6,620.19 |

Payment in the amount of \$6,620.19 is due before December 31, 2015 in order for coverage to be provided on January 1, 2016 .

For billing inquiries, please call our Accounting Department at 385.351.8030 or toll free at 800.446.2667 ext. 8030.

Payment Options

Proposal Number: 1637827
 Invoice Number: X014010

1. Pay online @: www.wcf.com/pinv
- OR
2. Check is enclosed (\$20 service charge for returned items.)
 Detach coupon and return with your remittance to above address.
 Make check payable to: **WORKERS COMPENSATION FUND**

FARMINGTON CITY CORP
 PO BOX 160
 FARMINGTON, UT 84025

5130008000014010163782700563782100006620196

Insurance Coverage General Term Sheet

Coverage will be governed by state statute and the following terms and conditions.

1. Insured: Farmington City
2. Coverage Type: Workers Compensation
3. Coverage Term: 1/1/16 to 1/1/19, annual anniversary at 1/1/17 and 1/1/18
4. 2016 Premium: \$46,937
5. Farmington City retains the right to any rate reductions during policy term

Order to bind insurance coverage:

Approved By

Date

Name, Title



12.21.15

Steven A. Hansen CEO

Date



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: December 31, 2015

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

RECOMMENDATION

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

BACKGROUND

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

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager

FARMINGTON, UTAH

RESOLUTION NO. _____

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

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

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

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

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

| | |
|----------------|----------------|
| City Recorder | Holly Gadd |
| City Treasurer | Shannon Harper |

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 5TH DAY OF JANUARY, 2016.

FARMINGTON CITY

ATTEST:

Holly Gadd
City Recorder

By: _____
H. James Talbot
Mayor

CITY COUNCIL AGENDA

For Council Meeting:
January 5, 2016

SUBJECT: City Manager Report

1. Executive Summary for Planning Commission held on December 17, 2015
2. Prop 1 Funding Update
3. Strategic Planning Date – February 4th from 4-8 p.m. w/dinner
4. Public Improvements Reimbursement Agreement

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson – Associate City Planner
Date: December 23, 2015
SUBJECT: EXECUTIVE SUMMARY- PLANNING COMMISSION HELD DECEMBER 17, 2015

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on December 17, 2015 [note: five commissioners attended the meeting— Chair Rebecca Wayment, Kent Hinckley, Alex Leeman, Dan Rogers, and Heather Barnum; Brett Anderson and Bret Gallacher were excused.

Item 3 Jerry Preston (Public Hearing) – Applicant is requesting preliminary plat approval for the Residences at Farmington Hills (P.U.D) Subdivision consisting of 23 lots on 44.3 acres located at approximately 300 East between 100 and 400 North in an LR-F (Large Residential - Foothill) zone; and a recommendation to annex approximately 20 acres of the 44.3 acres of the proposed development with the zone designation LR-F. (S-8-15 & A-1-15)

Voted to table the preliminary plat until the January 7, 2016 meeting; this is to give staff time to consult with the City Attorney to receive input on the City's position and options moving forward given the complicated nature of this application. Additionally, staff was instructed to have a thorough third-party geotech engineer review the studies and give the City an objective opinion of the geotech and geohazards studies.

Vote: 5-0

Item 4 John Wheatley/Symphony Homes – Applicant is requesting preliminary plat approval for the Chestnut Farms Phase IV PUD Subdivision consisting of 21 lots on 13.98 acres of property located at approximately 600 South and 1525 West in an A (Agriculture) zone. (S-18-15)

Voted to approve the preliminary plat as written in the staff report with the added condition that the applicant must obtain all necessary storm-water easements prior to final plat.

Vote: 5-0

Item 5 John Wheatley/Symphony Homes – Applicant is requesting a recommendation for a zoning map amendment of 30.57 acres of property located at approximately 1525 West and 500 South from an A (Agriculture) to an AE (Agriculture Estates) zone. (Z-7-15)

Voted to recommend that the City Council approve the rezone as written in the staff report.

Vote: 5-0

Respectfully Submitted



Eric Anderson
Associate City Planner

Review & Concur



Dave Millheim
City Manager

DRAFT 12-14-15

**PUBLIC IMPROVEMENTS
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the ___ day of January, 2016, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," the **DAVIS SCHOOL DISTRICT**, a local school district, hereinafter referred to as the "DSD," and **DAVIS COUNTY**, a Utah municipal county, hereinafter referred to as the "County."

RECITALS:

WHEREAS, the DSD is developing a new elementary school within the City on 1100 West in the City, referred to as Elementary School #61; and

WHEREAS, Elementary School #61 needs public access off of 1100 West (portions of which are not yet built) to mitigate transportation impacts to the local area the school will serve; and

WHEREAS, the County would benefit from better public access to the Legacy Events Center via the continuation of 1100 West to the South and linking up to Glover's Lane; and

WHEREAS, the City and DSD have already agreed to sharing road improvement costs for those portions along 1100 West directing abutting Elementary School #61; and

WHEREAS, a culvert crossing is needed to be constructed on 1100 West where it crosses Farmington Creek with the related road improvements above the culvert also needing to be installed at the same time; and

WHEREAS, the County is responsible for the culvert and storm drainage system improvements along Farmington Creek as part of the county-wide system. The City is responsible for road improvements along 1100 West. The DSD is causing the need for the sidewalk and road improvements to provide safer more direct access to parents and students of the new elementary school on 1100 West and the future high school along Glover's Lane; and

WHEREAS, the City, DSD and County will save funds by doing the road, sidewalk and culvert improvements as one project while the school contractor is on site thus achieving more functional school and community access and saving additional mobilization costs in the future; and

WHEREAS, the parties wish to memorialize the terms of the reimbursement agreement associated with the construction and installation of the public improvements which qualify as system improvements.

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

1. **DSD and City Obligation for Road improvements along 1100 West directly West of the New School and City Park.** DSD and the City have already agreed to a public improvements reimbursement agreement which was improved a few months by both the DSD and City. The County is not party to that agreement nor responsible for any of the costs associated with that agreement.
2. **Scope of this agreement.** This agreement covers a cost sharing arrangement between the DSD, City and County for a culvert and the related road and sidewalk improvements directly above the new culvert to be installed along 1100 West and the Farmington Creek storm drainage channel.
3. **Cost Sharing agreement.** The parties agree to split costs for the same improvements listed in the above paragraph on a formula basis as follows: thirty-four (34%) percent cost to the DSD, thirty-three (33%) percent cost to the City and thirty-three (33%) percent cost to the County. Per Exhibit "A", it is estimated by the DSD contractor the total costs of these improvements would be \$391,728, including a ten percent contingency. These numbers are only estimates. In any case, the percentage formula split will be the controlling factor once all actual costs as identified above are received and paid for upon project completion.
4. **Reimbursement of costs to DSD.** DSD through its contractor hereby agrees to install and upfront all costs related to the public improvements described on the attached Exhibit "A". Once the project is completed and in warranty, the DSD will provide the City and County an invoice describing all associated project costs which the City and County is to reimburse the DSD for each of their respective one-third share of costs as outlined in paragraph #3 above. The City and County agree to reimburse their respective share(s) of costs within 30 days the completion of the project and receipt of the final costs invoice from the DSD.
5. **City and County Inspections.** No reimbursement shall be due hereunder to the DSD until: the project and system improvements described herein for which reimbursement is requested have been fully completed, inspected and approved by both the City and the County.
6. **Ownership and Maintenance.** Ownership and maintenance of the project road and sidewalk improvements which are subject of this Agreement as well as any other public improvements located along 1100 West shall be with the City after completion of construction of the same by the DSD. Ownership and maintenance of the project culvert improvements which are subject of this shall be with the County after completion of construction of the same by the DSD.

7. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to reimbursement to the DSD for easements, public road and sidewalk improvements and utilities, and supersedes all prior written or oral agreements, representations, promises, inducements or understandings between the parties with regard to any reimbursements and/or credits to DSD from the City and County except those as noted by the earlier agreement between the DSD and City as identified in paragraph #1 above.
8. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives, agents, members, successors, and assigns.
9. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.
10. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

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

“CITY”

ATTEST:

FARMINGTON CITY

City Recorder

By: _____
Mayor

ATTEST:

“DSD”

DAVIS SCHOOL DISTRICT

By: _____
Its: _____

ATTEST:

“COUNTY”

DAVIS COUNTY

By: _____
Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2015, personally appeared before me H. James Talbot, who being by me duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2015, personally appeared before me _____ who being by me duly sworn did say that (s)he is the business manager of the **DAVIS SCHOOL DISTRICT** and is legally authorized to bind the DSD to the terms of this agreement and executed the same.

NOTARY PUBLIC

EXHIBIT "A"

**Farmington Creek 1100 West Culvert Project
Preliminary Estimate of Probable Construction Costs**

Farmington, Utah

| Item No. | Item Description | Quantity | Unit | Unit Cost | Total Cost | Subtotal |
|---------------------------------|-------------------------------------|----------|------|--------------|-----------------|-------------------|
| 1.00 Bridge Construction | | | | | | |
| 1.01 | Mobilization | 1 | LS | \$ 35,000.00 | \$ 35,000 | |
| 1.02 | Site Preparation (Clear and Grub) | 1 | LS | \$ 3,500.00 | \$ 3,500 | |
| 1.03 | Tree Removal | 1 | LS | \$ 15,000.00 | \$ 15,000 | |
| 1.04 | Box Culvert | 80 | LF | \$ 1,200.00 | \$ 96,000 | |
| 1.05 | Wingwalls | 4 | EA | \$ 8,000.00 | \$ 32,000 | |
| 1.06 | Apron w/Cutoff Wall | 800 | SF | \$ 20.00 | \$ 16,000 | |
| 1.07 | Headwall | 40 | LF | \$ 100.00 | \$ 4,000 | |
| 1.08 | Gravel Foundation | 180 | CY | \$ 35.00 | \$ 6,300 | |
| 1.09 | Rip Rap (2'-3' Rock) w/ Geotextile | 1 | LS | \$ 12,800.00 | \$ 12,800 | |
| 1.10 | Chain Link Fence 4' High PVC Coated | 110 | LF | \$ 18.00 | \$ 1,980 | |
| | | | | | Subtotal | \$ 222,580 |
| 2.00 Roadway | | | | | | |
| 2.01 | Concrete Curb & Gutter | 195 | LF | \$ 22.00 | \$ 4,290 | |
| 2.02 | Concrete Sidewalk 4" Thick | 535 | SF | \$ 5.00 | \$ 2,675 | |
| 2.03 | Concrete Driveway Approach | 160 | SF | \$ 10.00 | \$ 1,600 | |
| 2.04 | Pedestrian Access Ramp | 2 | EA | \$ 1,300.00 | \$ 2,600 | |
| 2.05 | Roadway Excavation | 380 | CY | \$ 20.00 | \$ 7,605 | |
| 2.06 | HMA | 200 | Ton | \$ 85.00 | \$ 17,000 | |
| 2.07 | Untreated Base Course | 285 | CY | \$ 35.00 | \$ 9,981 | |
| 2.08 | Granular Borrow (Fill) | 400 | CY | \$ 30.00 | \$ 12,000 | |
| 2.09 | Relocate Jersey Barricades | 4 | EA | \$ 350.00 | \$ 1,400 | |
| 2.10 | Relocate Mailbox | 1 | EA | \$ 100.00 | \$ 100 | |
| 2.11 | Remove Sign | 4 | EA | \$ 100.00 | \$ 400 | |
| 2.12 | Adjust Manhole to Finished Grade | 1 | EA | \$ 1,000.00 | \$ 1,000 | |
| 2.13 | Adjust Valve Box to Finished Grade | 2 | EA | \$ 400.00 | \$ 800 | |
| 2.14 | Remove Gate | 1 | EA | \$ 200.00 | \$ 200 | |
| 2.15 | Gate Installation | 1 | EA | \$ 1,000.00 | \$ 1,000 | |
| 2.16 | 3/4" Crushed Gravel Driveway | 2 | CY | \$ 100.00 | \$ 200 | |
| 2.17 | 4' Wire Fence | 25 | LF | \$ 10.00 | \$ 250 | |

| Item No. | Item Description | Quantity | Unit | Unit Cost | Total Cost | Subtotal |
|-------------|--|----------|------|-----------|------------|----------|
| 2.18 | Pavement Message Paint (12" Crosswalks, Stop Bars) | 150 | LF | \$ 5.00 | \$ 750 | |
| 2.19 | Stop Sign (R1-1) & Post | 1 | EA | \$ 300.00 | \$ 300 | |
| 2.20 | Pavement Marking Paint (4" Solid White) | 260 | LF | \$ 1.50 | \$ 390 | |
| 2.21 | Pavement Marking Paint (4" Double Yellow) | 285 | LF | \$ 3.00 | \$ 855 | |
| 2.22 | Install "T" Intersection Sign (M2-4) | 1 | EA | \$ 150.00 | \$ 150 | |
| Subtotal \$ | | | | | | 65,546 |

| Item No. | Item Description | Quantity | Unit | Unit Cost | Total Cost | Subtotal |
|----------------------------------|---|----------|------|--------------|-----------------------|----------------|
| 3.00 Utility | | | | | | |
| 3.01 | Irrigation Pump Drain Assembly | 1 | EA | \$ 5,000.00 | \$ 5,000 | |
| 3.02 | 20 Inch HDPE Pipe and Fittings | 90 | LF | \$ 75.00 | \$ 6,750 | |
| 3.03 | 24 Inch Steel Casing | 22 | LF | \$ 70.00 | \$ 1,540 | |
| 3.04 | 4 Inch PVC SCH 80 Drain Pipe | 10 | LF | \$ 40.00 | \$ 400 | |
| 3.05 | Manhole Removal | 1 | EA | \$ 1,500.00 | \$ 1,500 | |
| 3.06 | Pipe Removal | 90 | LF | \$ 20.00 | \$ 1,800 | |
| 3.07 | Catch basin w/frame, bicycle-safe grate and adjustable curb box | 2 | EA | \$ 2,000.00 | \$ 4,000 | |
| 3.08 | 15 Inch RCP Class III Storm Drain | 95 | LF | \$ 50.00 | \$ 4,750 | |
| 3.09 | Core/Grout pipe (pipe cutouts) | 3 | EA | \$ 250.00 | \$ 750 | |
| 3.10 | Irrigation Lateral Replacement | 1 | EA | \$ 1,500.00 | \$ 1,500 | |
| | | | | | Subtotal \$ | 27,990 |
| 4.00 Engineering Services | | | | | | |
| 4.01 | Design | 1 | LS | \$ 30,000.00 | \$ 30,000 | |
| 4.02 | Bidding Services | 1 | LS | \$ 3,000.00 | \$ 3,000 | |
| 4.03 | Construction Oversight | 1 | LS | \$ 5,000.00 | \$ 5,000 | |
| 4.04 | Construction Staking | 1 | LS | \$ 6,000.00 | \$ 6,000 | |
| | | | | | Subtotal \$ | 44,000 |
| | | | | | TOTAL \$ | 360,116 |
| | | | | | 10% Contingency \$ | 31,611.64 |
| | | | | | Grand Total \$ | 391,728 |

Note
 Cost figures stated above are the engineer's opinion of probable costs this year. These costs have been obtained by talking with contractors, reviewing bid tabulations from projects designed by the engineer over the last 2 years, and reviewing construction cost publications. Costs stated above are not guaranteed. They are an opinion and not a warranty. It is recommended that the Owner have a contingency fund for unexpected costs. All quantities shown are preliminary and subject to change pending survey, final design, and approval.

Dave Millheim <dmillheim@farmington.utah.gov>

FW: 1100 West Culvert Project

1 message

Paul J. Hirst, PE <paul.hirst@crsengineers.com>
To: David Millheim <dmillheim@farmington.utah.gov>
Cc: "Doug Cromar, PE" <doug.cromar@crsengineers.com>

Thu, Dec 31, 2015 at 8:22 AM

David,

Below is the copy of the email from Petroff concerning his idea of how this project will be scheduled and paid. My concern with the approach suggested is that the contractor will be executing an agreement with 3 parties for one project. I have the following concerns:

1. How confident will he be that payment in full will come from each party?
2. How are change orders handled? Who can he turn to for contract changes?
3. What timing will be involved to get the "partners" to agree on contractor issues and requests and payment?
4. Will the bids reflect the uncertainty of a three way deal?

I have also attached a draft copy of the Notice to Bidders. You see that the County is taking the lead to advertise, receive bids, and award in Commission Meeting. In my opinion, contracting and paying on the 1/3 basis is a contradiction when the County is taking care of all aspects leading up to the contract.

Adam Wright, Davis County Public Works, is aware of our objection to this approach. In the meantime, we are getting the drawings and specifications ready to be issued.

Sincerely,

Paul

Paul Hirst, PE
CEO

CALDWELL RICHARDS SORENSEN

2060 East 2100 South | Salt Lake City, Utah | 84109
T [801.359.5565](tel:801.359.5565) | M [801.580.7828](tel:801.580.7828) | F [801.359.4272](tel:801.359.4272)

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From: Doug Cromar <doug.cromar@crsengineers.com>

Date: Wednesday, December 23, 2015 at 11:31 AM

To: "Paul J. Hirst" <paul.hirst@crsengineers.com>

Subject: FW: 1100 West Culvert Project

Thanks,

Doug

Doug Cromar P.E.

Sr. Project Manager

CALDWELLRICHARDSSORENSEN

2060 East 2100 South | Salt Lake City, Utah | 84109

T 801.359.5565 | M 801.557.3627 | F 801.359.4272



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From: John Petroff [<mailto:jpetroff@co.davis.ut.us>]

Sent: Wednesday, December 23, 2015 10:45 AM

To: Dave Millheim <dmillheim@farmington.utah.gov>; jtalbot@farmington.utah.gov; cboshell@farmington.utah.gov; rcoons@farmington.utah.gov; bturner@dsmail.net; Doug Cromar, PE <doug.cromar@crsengineers.com>

Cc: Adam Wright <awright@co.davis.ut.us>; Michael Kendall <MKendall@co.davis.ut.us>

Subject: 1100 West Culvert Project

Gentlemen,

After the meeting between Farmington City and Davis County yesterday regarding the project at 1100 West, Farmington Utah (the "Project"), Davis County conferred regarding the RFP process and the Project. As a result of Davis County's conference, Davis County proposes to proceed as follows:

- (1) Davis County will prepare and circulate an RFP regarding the Project during the week of December 28, 2015;
- (2) The RFP will be a joint RFP that will involve the Davis School District ("DSD"), Davis County and Farmington City;
- (3) Assuming that Davis County receives approval from DSD and Farmington City during the week of December 28, 2015, Davis County will begin advertising the Project on January 4, 2016;

- (4) All bids for the Project shall be submitted by 5:00 p.m. on January 18, 2015;
- (5) The bids for the Project will be opened at the January 19, 2016 Davis County Commission meeting;
- (6) Between January 20 and January 22, 2016, DSD, Davis County and Farmington City shall jointly select the contractor, by majority vote (if it is not unanimous), that will perform the Project;
- (7) The notice of award will be issued on January 26, 2016 at the Davis County Commission meeting;
- (8) A contract, which will involve the selected contractor, DSD, Davis County and Farmington City, will be prepared and signed as quickly as possible, once the notice of award is issued on January 26, 2016 (it is anticipated that this contract will be prepared and reviewed by DSD, Davis County and Farmington City during the month of January, in order to speed up the process);
- (9) Under the contract between the four parties, DSD, Davis County and Farmington City will agree to pay the contractor directly (this will avoid the need for any other agreement between DSD, Davis County and Farmington City or any need for one party to front the costs of the Project and then be reimbursed by the other parties); and
- (10) Once the contract between the four parties is lawfully approved and signed by all four parties, the notice to proceed will be issued at the next Davis County Commission meeting.

Davis County anticipates that the process set forth above: (a) will be as quick, if not quicker, than other potential alternatives; (b) will provide both the taxpayers and the three governmental entities with the most protection; and (c) will eliminate the need for time to be expended on other contracts between the parties, due to the need for only one agreement between the contractor, DSD, Davis County and Farmington City.

Since time is of the essence regarding the Project, please respond to this email as soon as possible with your comments, if any, and either an acceptance or denial to proceed as outlined above. Once Davis County receives approval of the process set forth above, it will commence its work regarding the Project as outlined above.

Best Regards,

JP



John Petroff, Jr.
Commissioner
61 South Main Street, Suite 301
P. O. Box 618
Farmington, Utah 84025
801-451-3200
jpetroff@daviscountytutah.gov

Connects.You.

CITY COUNCIL AGENDA

For Council Meeting:
January 5, 2016

SUBJECT: Mayor Talbot & City Council Reports

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