

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to answer 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, May 26, 2015, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:05 Presentation of the Bountiful Davis Art Center

7:15 Recognition of 10 Years of Service at the Police Department

PUBLIC HEARINGS:

7:25 Zoning Ordinance Amendment to Chapters 19 and 28 regarding the Defining of Class "A" Auto Sales, and this being an Allowed Use in the CMU Zone

7:35 Zone Map Amendments for Property from LS to CMU

7:45 Miscellaneous Zone and Subdivision Text Amendments

8:00 Compton Road (300 West) Street Remnant Vacation Request

NEW BUSINESS:

8:10 Discussion regarding Adding Non-City Entities to URMMA

8:20 Clark and Park Lanes Connection

SUMMARY ACTION:

8:30 Minute Motion Approving Summary Action List

1. Farmington Creek Estates III Memo of Understanding
2. Taylor Minor Subdivision Final Plat
3. Approval of City Council Minutes from May 5, 2015
4. Football Fees
5. Ratification of Approval of Storm Water Bond Log
6. 350 East Storm Drain Consultant
7. Park Impact Fee Analysis

GOVERNING BODY REPORTS:

8:35 City Manager Report

1. Executive Summary for Planning Commission held on May 7, 2015
2. Fire and Police Monthly Activity Reports for April
3. Building Activity Report for March

8:45 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 20th day of May, 2015.

FARMINGTON CITY CORPORATION

By: DeAnn Carlile
DeAnn Carlile, Deputy 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:
May 26, 2015

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

It is requested that City Councilmember Cory Ritz give the invocation to the meeting and it is requested that City Councilmember Doug Anderson 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:
May 26, 2015

S U B J E C T: Presentation of the Bountiful Davis Art Center

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Presentation by Emma Dugal, Executive Director of the Bountiful Davis Art Center.

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:
May 26, 2015

S U B J E C T: Recognition of 10 Years of Service at the Police Department

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Presentation by Police Chief, Wayne Hansen to Kellie Varela and Brandon Erickson

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:
May 26, 2015

PUBLIC HEARING: Zoning Ordinance Amendment to Chapters 19 and 28 regarding the Defining of Class "A" Auto Sales, and this being an Allowed Use in the CMU Zone

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: May 12, 2015

SUBJECT: **ZONING ORDINANCE AMENDMENT TO CHAPTERS 19 AND 28 REGARDING THE DEFINING OF CLASS "A" AUTO SALES, AND THIS BEING AN ALLOWED USE IN THE CMU ZONE**
Applicant: Farmington City/Phil Holland of Wright Development

RECOMMENDATION

- I. Hold a Public Hearing;
- II. Move that the City Council approve the enclosed zone text amendment updating Chapters 19 and 28 Regarding Class "A" Auto Sales Being an Allowed Use in the CMU Zone effective only on approval of a site plan related to the subject property.

Findings for Approval

1. An auto dealership is currently not a defined nor an allowed use (whether conditional or permitted) anywhere in the City. Making these two changes would allow for an auto dealership to come into Farmington as long as it meets the criteria for a class "A" auto dealership as set forth in Chapter 28.
2. Defining class "A" auto sales, and making that the only type of auto sales allowed in the City, in addition to setting design criteria for such a use, will give the City more discretion to ensure that a high standard is met for this type of use.

BACKGROUND INFORMATION

Currently, Class "A" Auto Sales are not a defined use anywhere within Farmington City. The applicant, Phil Holland, would like to develop a Mercedes dealership off of Bourne Circle but needs to amend chapters 19 and 28 of the Zoning Ordinance before this can take place. The amendment to Chapter 28 is intended to define what qualifies as a Class "A" Auto Dealership and establishing it as a use under the supplementary and regulating qualifications. The

amendment to Chapter 19 would use this definition and make it an allowed use in the CMU zone. Tied to this application is item 4, or the rezone of the property from LS to CMU.

Supplemental Information

1. Enabling Ordinance
2. Exhibit "A"

Applicable Ordinances

1. Title 11, Chapter 19
2. Title 11, Chapter 28

Respectfully Submitted



Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2015 -

**AN ORDINANCE AMENDING CHAPTERS 19 AND 28 OF
THE FARMINGTON CITY ZONING ORDINANCE
DEFINING CLASS "A" AUTO SALES AS A USE AND
MAKING THIS AN ALLOWED USE IN THE CMU ZONE
(ZT-7-15).**

WHEREAS, the Planning Commission has held a public hearing in which the proposed Amendments for Chapters 19 and 28 of the Farmington City Zoning Ordinance were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

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

Section 1. Amendment. Sections 11-19-104 and 11-28-250 of the Farmington City Zoning Ordinance, is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 26th day of May, 2015.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT "A"

CHAPTER 28

SUPPLEMENTARY AND QUALIFYING REGULATIONS

11-28-010	Effect of Chapter.
11-28-020	Building Lot Required.
11-28-030	Minimum Lot Areas to be Preserved.
11-28-040	Open Sky.
11-28-050	Supplementary Yard Regulations.
11-28-060	Location of Recreational Pools and Tennis Courts.
11-28-070	Maximum Coverage Area of Accessory Buildings.
11-28-080	Location of Architectural and Integral Parts.
11-28-090	Maximum Height Limitations Exceptions.
11-28-100	Minimum Height of Dwellings.
11-28-110	Minimum Size of Dwellings.
11-28-120	Temporary Use of Land and Structures.
11-28-130	Native Material Removal.
11-28-140	Fences.
11-28-150	Clear Vision.
11-28-160	Open Storage in Residential Zones.
11-28-170	Public Improvements Required.
11-28-180	Additional Requirements for Dwellings.
11-28-190	Wireless Telecommunication Facilities.
11-28-200	Secondary Dwelling Units.
11-28-210	Small Auto Dealership.
11-28-220	Class "A" Self Storage
11-28-230	Demolitions
11-28-240	Transfer of Development Rights/Lots. (TDR)
<u>11-28-250</u>	<u>Class "A" Auto Sales</u>

The regulations set forth in this Chapter shall qualify or supplement the zone regulations elsewhere in this Ordinance.

11-28-250 **Class "A" Auto Sales.**

Class "A" Auto Sales is a type of auto dealership that requires maximum design standards. Class A Auto Sales may only be allowed as a conditional use in various zones as designated in the Zoning Ordinance. Applications for Class "A" Auto Sales shall be submitted and reviewed as a conditional use permit in accordance with Chapter 8 of the Zoning Ordinance.

- (1) Purpose. The purposes of this Section and any rules, regulations, standards and specifications adopted pursuant hereto are:

- (a) To accommodate such auto sales with minimal impact in commercial and mixed use areas in terms of compatible infill, scale, design, and appearance of buildings.
- (b) To set forth standardized terms and conditions for Class "A" Auto Sales and procedures for review and approval of the same.

(1) Standards. The following standards and conditions shall apply to all Class "A" Auto Sales developments, in addition to any terms and conditions of approval as imposed by the Planning Commission during the conditional use permit process.

- (a) Architectural Detail
 - i. Create buildings that provide human scale and interest through use of varied forms, materials, details and colors;
 - ii. Provide architecturally finished and detailed elevations for all exposures of the building;
 - iii. Primary street facing walls of buildings may not have sections of blank walls that contain no openings in lengths that exceed 20 feet in length;
 - iv. Rooflines may be flat or pitched. Roofing shall not be of vivid primary colors (i.e. red, blue, or yellow). Rooftop equipment shall be screened by roof components, parapets, cornices, or other architectural features. Galvanized hoods and vents shall be painted to match the roof color.
- (b) Fencing. All fencing must be decorative. It can be stamped masonry, wrought iron, or a mixture of both. Vinyl and chain-link fencing is expressly prohibited.
- (c) Landscaping. A minimum of 20% of the gross area of the site shall be landscaped. The 20% landscaping requirement should blend well with the fencing and solid masonry walls that may surround the project. Special attention should be given to landscaping in the high traffic and visible areas of the project as well as covering large and long exterior masonry walls.
- (d) Lighting. For developments for which outdoor lighting is proposed, lighting plans shall be required which illustrate the type and location of lighting proposed for structures, walkways, and parking lots. Lighting shall be designed, located, and directed so as to eliminate glare and minimize reflection of light into neighboring properties. With the exception of security lights, lighting for the sales lot shall not occur past 10:00 p.m.
- (e) Signage. Title 15 (Sign Ordinance) of the Farmington City Code shall be expressly followed.
- (f) Noise. Amplified speakers and noise shall be kept at a minimum so as not to disturb adjacent properties. In the event that amplified speakers are used, they must comply with the Farmington City Noise Ordinance as set forth in Title 7 of City Code.

(g) Miscellaneous. The property must be maintained and kept clean; this includes sweeping and maintaining the asphalt, keeping free of debris, trash, and weeds, etc.

11-28-112 Amended, 7/05/95, Ord. 95-29
Section 2-200 Amended, 4/17/96, Ord. 96-17
11-28-109 and 11-28-1900 Amended, 4/2/97, Ord. 97-17
Chapter 28 Renumbered and Recodified, 6/04/97, Ord. 97-26
11-28-060(c) Amended, 8/01/01, Ord. 2001-27
11-28-200 Secondary Dwelling Units, enacted 12/4/02 Ord. 2002-48
11-28-210, Small Auto Dealership, enacted 8/6/03, Ord. 2003-31
11-28-070, Maximum Coverage Area of Accessory, Amended 4/6/05, Ord. 2005-11.
Amended 11-28-060, 11-28-140, & 11-28-180, 4/19/06, Ord. 2006-28.
Enacted 11-28-220 Class "A" Self Storage, 08/15/06
Amended 11-28-110, 5/18/10, Ordinance 2010-21
Enacted 11-28-060 (c), 05/17/2011 Ordinance 2011-10
Enacted 11-28-230 04/16/2013 Ordinance 2013-08
Amended 11-28-070 & 11-28-230 03/04/2014, Ordinance 2014-07
Enacted 11-28-240, 10/07/2014, Ord 2014-33

11-19-104 Allowable Uses.

The CMU zone provides for a broad variety of land uses. The purpose of the CMU zone is to provide for a mix of uses rather than a single type of use. The specific uses that will be allowed in an CMU zoned area will depend on the location and character of the property to be zoned, the mix and intensities of the uses proposed, and on the character of the surrounding neighborhoods and land uses, and will be determined through the review and approval of either a Planned Unit Development pursuant to Chapter 27 of this Zoning Ordinance, or as a Planned Center Development pursuant to the conditional use permit process.

Among the uses that may be considered for approval in the CMU zone as part of a Planned Center Development are the following:

- (1) Agriculture;
- (2) Athletic or tennis club; (3) Bed & Breakfasts;
- (4) Business and professional offices;
- (5) Class "A" auto sales;
- (6) Class "A" beer outlet;
- (7) Class "A" self-storage;
- (8) Class "B" beer outlet;
- (9) Commercial complex (commercial center), with a maximum floor area of 80,000 square feet for any single tenant;
- (10) Commercial indoor recreation (movie theater, video arcade, bowling alley, etc.);
- (11) Commercial outdoor recreation, minor (family reunion center, outdoor reception facilities, picnic grounds, tennis courts, etc.);

- (12) Commercial testing laboratories;
- (13) Convenience store (sale of grocery items, non-prescription drugs, and/or gasoline from building with less than five thousand (5,000) square feet gross floor area);
- (14) Data processing services;
- (15) Day care/pre-school center;
- (16) Department Store;
- (17) Dwelling, multiple-family; (minimum density: five (5) units per acre; maximum density: fourteen (14) units per acre);
- (18) Financial institutions;
- (19) Fast food, detached, with drive-through;
- (20) Funeral home;
- (21) Greenhouse/garden center (retail or wholesale);
- (22) Hotels and motels;
- (23) Neighborhood service establishments (low impact retail and service uses such as bakery, bookstore, dry-cleaning, hair styling, coin laundry, pharmacy, art supply/gallery, craft store, photo-copy center, etc.);
- (24) Medical clinics, offices and out-patient surgical facilities;
- (25) Public and quasi-public uses except the following prohibited uses: correctional/detention facilities, half-way houses, drug or alcohol rehabilitation facilities, facilities for the treatment or confinement of the mentally ill, homeless shelters, domestic violence shelters, and other similar facilities including those which may allow or require that clients stay overnight or longer;
- (26) Printing/publishing services;
- (27) Private school or hospital;
- (28) Public park;
- (29) Reception center;
- (30) Restaurants (traditional sit-down);
- (31) Research services and development activities;
- (32) Specialty retail stores;
- (33) Temporary uses;
- (34) Uses customarily accessory to a listed allowable use;
- (35) Veterinary hospital (no outdoor kennels)

CITY COUNCIL AGENDA

For Council Meeting:
May 26, 2015

PUBLIC HEARING: Zoning Map Amendments for Property from LS to CMU

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: May 12, 2015

SUBJECT: **ZONING MAP AMENDMENT FOR PROPERTY FROM LS TO CMU**
Applicant: **Phil Holland – Wright Development**

RECOMMENDATION

- 1) Hold a Public Hearing;
- 2) Move that the City Council rezone the property from LS to CMU effective only on approval of a site plan to ensure that the alignment of the minor collector (or the north extension of Lagoon Drive) is consistent with the goals and objectives of the General Plan.

Findings for Approval

1. The zone designation of CMU may be consistent with the General Plan if the minor collector street follows a more northerly alignment.
2. Whether the related ZT change is approved or not, this property should be rezoned to match the general plan as per the “effective” language set forth in the motion above.
3. If the earlier, related ZT amendment is not approved, then this rezone will not take effect as the applicant will not be able to move forward with site plan approval, and the rezone does not take effect until the site plan is approved.

BACKGROUND

The applicant desires to develop a Mercedes dealership on this property, but before that can be accomplished, he needs to receive a rezone of the property from LS to CMU and the amendment of the zoning ordinance related thereto (see related ZT change). Much of the property is currently designated as CMU in and on the General Plan, based on the final alignment of a minor collector connecting Lagoon Drive to the Frontage Road. Additionally, the proposed land under this application abuts property that is currently designated as CMU on the zoning map.

If the earlier, related ZT amendment is not approved, then it may be necessary to table this item.

Respectfully Submitted



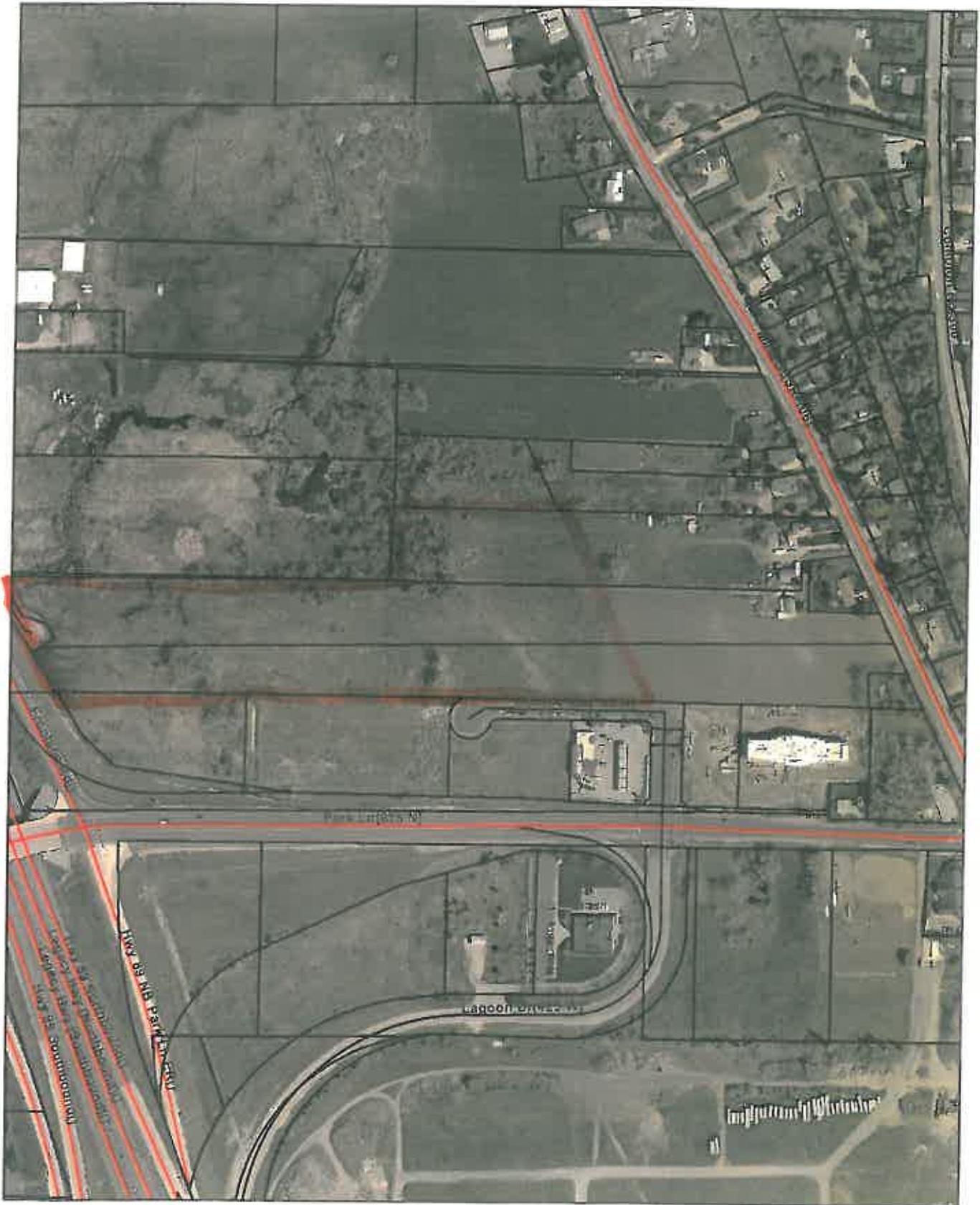
Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

Farmington City



development. It will help to develop a critical mass for retailers that will allow the corridor's tenants to complement one another's efforts to attract customers. This will encourage the corridor's growth and success as a commercial sector.

3. The City may develop and adopt standards/guidelines to accommodate higher densities within development incorporating open space and landscape plans as part of their design. Consideration (and appropriate credit) may be given where nearby lands will be maintained in perpetual open space due to wetlands, drainage, the constraints of topography, public or private parks, and conservation easements.
4. To further emphasize the importance of a concentrated commercial sector along the 89 corridor, the City will encourage the development of mixed commercial, professional office and residential areas in specific locations as identified on the Future Land Use Plan Map. This concept will be supported through the development of appropriate zoning regulations and reflected in area-specific planning efforts.

In regard to the Future Land Use Plan Map, it is recommended that properties immediately adjacent to/along Park Lane be planned for non-residential uses within the guidelines of mixed use zones. In addition, it is recommended that O/BP (office/business park) development be encouraged on the west side of Main Street at the Main Street/Park Lane intersection.

In order to preserve the residential character of Main Street and protect residential uses within and adjacent to Neighborhood Mixed Use (NMU) zones, the following conditions will apply within NMU zones:

- a) Low-to-medium density residential, open space, and agricultural land uses and development will be permitted. All other allowed uses will be conditional.
- b) Only residential, open space and agricultural land uses and development will be permitted adjacent to/along Main Street.
- c) Neighborhood Mixed Use (NMU) zone residential components should be utilized to buffer adjacent non-NMU residential land uses and development.
- d) To maintain Main Street as a viable transportation corridor, additional access points will be limited to specific locations/areas as identified on the Master Transportation Plan or as approved by the City.
- e) Development standards and guidelines will be developed for such elements as site design, architecture and landscaping in a manner consistent with the low impact **commercial and neighborhood residential characteristics of the NMU zone.**

Objectives/conditions to be considered within Commercial Mixed Use (CMU) zones include the following:

- a) Encouraging medium-to-high density residential and community-oriented retail and professional offices. Some development/land uses with regional draw may also occur.
- b) Preparing development standards and guidelines for such elements as site design, architecture and landscaping in a manner consistent with the anticipated mixed use characteristics of the zone.
- c) Utilizing Commercial Mixed Use (CMU) zone residential components to buffer adjacent non-CMU residential land uses and development.

Specific to the designation of Commercial Mixed Use (CMU) land uses north of Park Lane and east of Highway 89, the following recommendations will be considered:

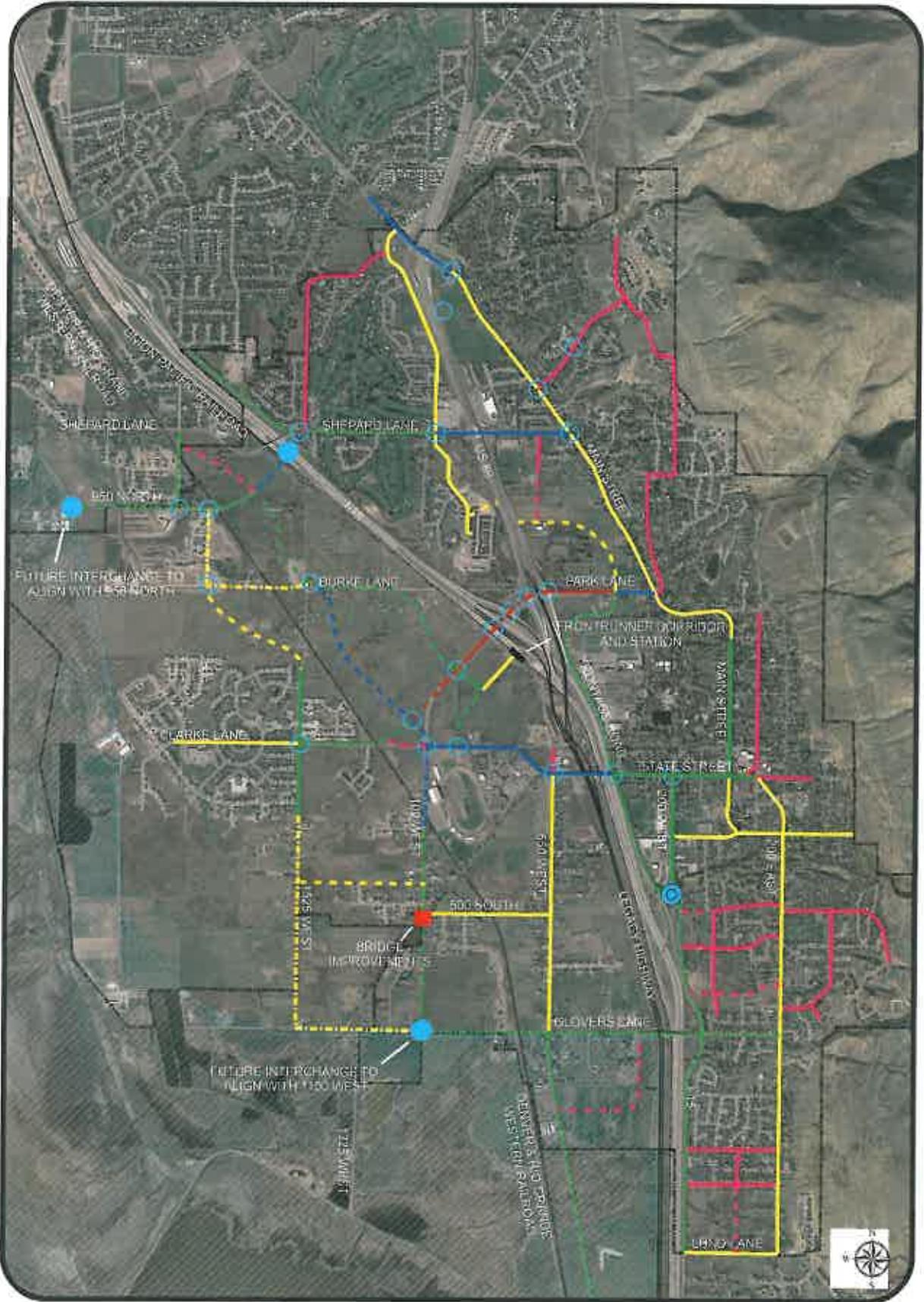
- a) Protecting the low-density residential character of/along Main Street.
- b) Encouraging non-residential land uses and development immediately north of Park Lane.
- c) Allowing CMU-type land uses along both sides of the Lagoon Drive northern extension. (The final alignment of this road is still pending. Following identification of a final corridor, the Future Land Use Plan Map will be amended accordingly.)

5. As the area continues to grow, the highway corridor will continue to see an increase in traffic. As a result, single-family residential development directly adjacent to this high-traffic artery may not be particularly desirable unless appropriate mitigation measures are taken to address potential noise and traffic issues. The appropriateness of multi-unit residential development, which often relies on location, convenience and visibility to be successful, will be evaluated and appropriate standards and guidelines developed.

Farmington Commercial Center-specific Analysis and Recommendations

The Farmington Commercial Center is generally identified as the area located north of the Justice Complex, west of I-15, and east of the old D&RGW rail road tracks. The approximate northern boundary is the stream/wetland corridor northwest of 1525 West Street (see Future Land Use Plan Map).

As described in the recommendations below, the City will encourage development of this area in a planned and orderly manner. The Farmington Commercial Center will contain a series of mixed-use districts that together form a transit-oriented development area. This zone classification is intended to encourage and allow a broad range of uses with the intent of creating diverse, yet balanced, neighborhoods that promote a pedestrian-friendly environment. The use of mixed-use districts is an approach that will best allow property owners and the City to achieve the goals of the General Plan for this area. As deemed appropriate and consistent with Community-identified economic development interests and



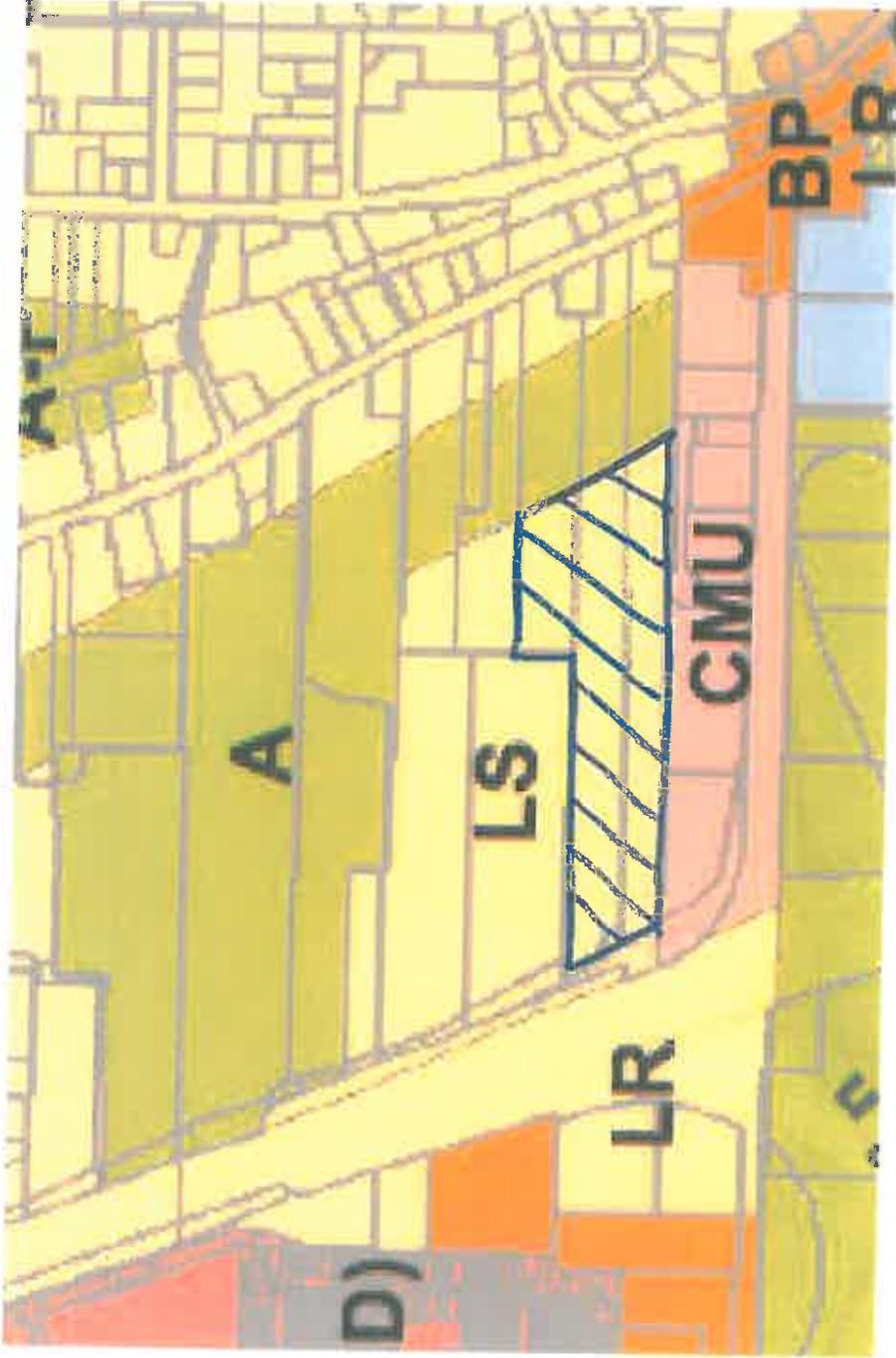
2009 ROADWAY FUNCTIONAL CLASSIFICATION PLAN

- | | | |
|--|--|---|
| — Arterial (106') * |  Future North Legacy Connector Area | *NOTE: Roadways Are Designated As: |
| — Minor Arterial (100') * |  Intersection Improvements | — Existing |
| — Major Collector (80') * |  Farmington Boundary | - - - Proposed Alignment |
| — Minor Collector (66') * |  Future Interchange | - · - · - Future Improvement |
| — Important Local Road (60') * |  Interchange Reconfiguration | |






Property to be Rezoned to CMU



FARMINGTON, UTAH

ORDINANCE NO. 2015 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR A PORTION OF PROPERTY FROM AN LS TO A CMU ZONE LOCATED AT APROXIMATELY 549 WEST BOURNE CIRCLE

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 549 West Bourne Circle, identified by portions of parcel numbers: 080540092, 080540093, and 080540094, comprising 13.34 acres.

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 site plan application related to the subject property.

DATED this 26th day of May, 2015.

FARMINGTON CITY

H. James Talbot
Mayor

ATTEST:

Holly Gadd
City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
May 26, 2015

PUBLIC HEARING: Miscellaneous Zone and Subdivision Text Amendments

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
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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: May 12, 2015

SUBJECT: **Miscellaneous Zone and Subdivision Text Amendments**
Applicant: **Farmington City**

RECOMMENDATION

1. Hold a Public Hearing;
2. Move that the City Council approve the proposed amendments to the Zoning and Subdivision Ordinances as set forth in the May 26, 2015 staff report.

Findings:

- a. The existing Section 11-10-040(8)(2) places too high of a requirement on accessory buildings for agricultural uses in zones designated for agriculture; this amendment provides a much more reasonable distance from public streets while still maintaining a buffer from agricultural uses.
- b. Adding the definition for “residential facilities for the elderly” will give staff more clarity and codifies the limit at 16 beds, and formally defers to state code instead of arbitrarily relying on “staff interpretation.”
- c. Currently only allowing metes and bounds subdivisions in the residential and agriculture zones is far too limiting; this amendment allows a metes and bounds subdivision anywhere in the city where they make sense.
- d. Any property that currently has a gas pipeline traversing it is required to provide proof from the affected gas company in a letter, however, memorializing the pipeline company’s approval on the plat is far more beneficial than keeping such approval in the file as a letter.
- e. When staff amended Chapters 10, 11, and 12 of the Zoning Ordinance, we did not consider that an alternative yield plan would be required for an alternative subdivision; this amendment addresses and corrects that oversight. And where lots may be reduced to 12,000 s.f. in size, the

- setbacks and lot width standards for larger lots are difficult to meet. The change makes siting of a home on such lots easier to do.
- f. This is a housekeeping item: the table wasn't updated to reflect the change of the M1 zone to the LM&B zone; this amendment makes this necessary change.
 - g. While the Fire Department reviews all applications as part of the DRC process and as part of the Building Permit process in some instances, conditional use permits don't receive DRC approval and daycares don't require fire department review, just that they comply with state regulations. This amendment ensures that all CUPs and home occupations of this type receive fire department review.
 - h. Currently, every sales office must receive Planning Commission approval as a temporary use; staff feels that this is unnecessary and should be handled administratively to lessen the amount of minor items on the PC agenda.
 - i. This amendment clarifies the language in the definition chapter and makes the term far less ambiguous.
 - j. Currently, the 600' requirement is being violated with every new subdivision that has a straight local road connecting to other straight local roads. As staff, we prefer connectivity and good circulation networks, making any straight road over 600' non-conforming or illegal doesn't make sense.
 - k. This amendment is a housekeeping item: when Title 4 was amended to be Title 6, the zoning ordinance wasn't updated; this amendment corrects that staff oversight.
 - l. Changing the setback requirement in the BP zone allows for more flexibility and for "bringing buildings to the street".

BACKGROUND

The updates to the Zoning Ordinance included with this proposal are as follows: **a)** Reducing the requirement in Agriculture Zones where farm structures have to be 100' from any public street as found in Section 11-10-040(8)(2), 11-11-060(b), 11-12-090(f)(vi), and 11-13-050(3); **b)** Modifying the definition of Residential Facilities for the Elderly as 16 beds or less in Section 11-2-020(81); **c)** Amending the language in Section 12-4-020 to allow for subdivision by metes and bounds in all zones; **d)** Adding a requirement to Section 12-6-110(14)(e) whereby any property that has a gas pipeline traversing that property, the plat must have a signature block for each respective gas pipeline company; **e)** Amending Sections 11-10-040(2) and 11-11-050(b) of the Zoning Ordinance to require any applicant using the alternative lot size to produce a yield plan showing the lot count for a conventional subdivision; **f)** Amending M1 to LM&B in Section 11-28-190 Table 1; **g)** Amending Sections 11-35-104(1)(a) to require Fire Department Review of Daycare Home Occupation CUPs; **h)** Amending 11-28-120(d) and (e) to give staff the authority to approve sales offices; **i)** Amending the word "land" to "property" in Section 11-2-020(1); **j)** Removing Section 12-7-040(4)(g) of the Subdivision Ordinance; **k)** Amending the word "Title 4" to "Title 6" in Section 11-35-102 regarding Home

Occupation Fee Schedules; and I) Amend Section 11-14-050 of the Zoning Ordinance to allow for more flexibility in the setback standards through Planning Commission approval.

a) Reducing the requirement in Agriculture Zones where farm structures have to be 100' from any public street as found in Section 11-10-040(8)(2).

Currently the agriculture zones require that “*no farm animal structure, hay barn, stable, silo, coop, corral or other similar building or structure which is accessory to the agricultural use of land may be...one hundred (100) feet to any public street.*” Staff feels that 100' is too onerous to regulate, especially in a zone expressly created for the allowance of agricultural uses.

Staff is recommending that Section 11-10-104(8)(2) be amended as follows:

(2) No farm animal structure, hay barn, stable, silo, coop, corral or other similar building or structure which is accessory to the agricultural use of land may be located closer than ten (10) feet to any side or rear boundary line or ~~one hundred (100)~~ fifty (50) feet to any public street or to any dwelling on adjacent properties. This provision shall not apply to pastures.

Staff is recommending that Section 11-11-060(b) be amended as follows:

(b) Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten (10) feet from any side or rear property line and ~~one hundred (100)~~ fifty (50) feet from any public street or from any dwelling on an adjacent property.

Staff is recommending that Section 11-12-090(f)vi. be amended as follows:

vi. Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten (10) feet from any side or rear property line and ~~one hundred (100)~~ fifty (50) feet from any public street or from any dwelling on an adjacent property.

Staff is recommending that Section 11-13-050(2) be amended as follows:

(2) Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten (10) feet from any side or rear property line and ~~one hundred (100)~~ fifty (50) feet from any public street or from any dwelling on an adjacent property.

b) Modifying the definition of Residential Facilities for the Elderly as 16 beds or less in Section 11-2-020(81).

Staff has long interpreted Residential Facilities for the Elderly to be 16 beds or less, because of state law and the recommendation of our attorney, however, we have never codified it as such and staff is recommending Section 11-2-020(81) to be modified as follows:

(81) Residential Facilities for the Elderly. A single-family or multiple-family dwelling unit that meets the requirements of Utah Code Ann., § 10-9-103(m), as amended, and does not exceed 16 beds per unit.

c) Amending the language in Section 12-4-020 to allow for subdivision by metes and bounds in all zones.

Currently, the ordinance only allows subdivisions by metes and bounds in the agriculture and residential zones. Staff would like the flexibility to do metes and bounds anywhere in the city, where they are appropriate. The amendment would read as follows:

12-4-020 Metes and Bounds Subdivision; When Permitted.

An owner or developer of property consisting of a single parcel of land or lot located within ~~an agricultural or residential~~ any zone may subdivide the parcel of land or lot into not more than two (2) lots for buildings related to the primary use by recording deeds containing metes and bounds descriptions of the lots without the necessity of recording a plat, provided that: ...

d) Adding a requirement to Section 12-6-110(14)(e) whereby any property that has a gas pipeline traversing that property, the plat must have a signature block for each respective gas pipeline company.

In west Farmington there are a lot of gas companies that have pipelines running throughout our city. As a result, staff thought that it would be important for any application that has pipelines in their property to get signed approval from the affected pipeline company, on the recorded plat. The amendment to Section 12-6-110(14)(e) of the Subdivision Ordinance would read as follows:

(e) Blocks for authorized signatures of the Planning Commission, City Engineer, Respective Irrigation Water District, Central Davis Sewer District, City Attorney, and City Council shall be provided along the bottom or right side of the plat. A block for the Davis County Recorder shall be provided in the lower right corner of the plat. Additionally, for any plat that has gas pipelines traversing its boundaries, the plat shall have a signature block for each affected gas pipeline company.

e) Amending Sections 11-10-040(2) and 11-11-050(b) of the Zoning Ordinance to require any applicant using the alternative lot size to produce a yield plan showing the lot count for a conventional subdivision.

When the new alternative lot size option was created in both the agriculture and single family residential zones, staff did not include a requirement for an applicant choosing this avenue to create a conventional lot size yield plan. In order to correctly do a transfer of development rights (TDR) the applicant needs to set a threshold showing how many lots will be required in the TDR to meet the proposed alternative lot densities. The change for 11-10-040(2) would read as follows:

(2) Alternative Lot Size.

(a) The alternative lot size is limited to subdivisions whereby the City approves a transfer of development right as set forth in Chapter 28 of this Title; or obtains improved or unimproved land in fee title, or easement, for public purposes-such as parks, trails, detention basins, etc. The value of which, and the total number of lots related thereto, shall be determined by the City at its sole discretion as part of the subdivision process. Any applicant seeking a TDR must provide a yield plan consistent with the underlying zone and the conventional subdivision standards within that zone, and the yield plan must also conform to Sections 11-12-070(a) and (b) of this Title.

(c) Lot width and setback standards for alternative lot widths within the AE zone may meet such standards set forth in Chapter 12 of this title.

The change for 11-11-050(b) would read as follows:

(b) Alternative Lot Size.

(1) The alternative lot size is limited to subdivisions whereby the City approves a transfer of development right as set forth in Chapter 28 of this Title; or obtains improved or unimproved land in fee title, or easement, for public purposes-such as parks, trails, detention basins, etc. The value of which, and the total number of lots related thereto, shall be determined by the City at its sole discretion as part of the subdivision process. Any applicant seeking a TDR must provide a yield plan consistent with the underlying zone and the conventional subdivision standards within that zone, and the yield plan must also conform to Sections 11-12-070(a) and (b) of this Title.

(3) Lot width and setback standards for alternative lot widths within the LS zone may meet such standards set forth in Chapter 12 of this title.

f) Amending M1 to LM&B in Section 11-28-190 Table 1;

The M1 zone was replaced with the LM&B zone several years ago, and this table is being amended to reflect the change as follows:

Table 1: Summary of Permitted and Conditional Uses

Zone District	Wall Mounted Antenna	Roof Mounted Antenna	Monopoles/<2 ft structure, <60 ft tall or max height for district, if less	Monopoles/<2 ft structure, >60 ft tall or exceeding max height for district	Monopoles/>2 ft structure, <60 ft tall or max height for district, if less	Monopoles/<2 ft structure, >60 ft tall or exceeding max height for district
A	C!	C!	C	C	C	C

AE and AA	C!	N	C#	N	N	N
LS	C!	N	C#	N	N	N
S	C!	N	C#	N	N	N
LR	C!	N	C#	N	N	N
R	C!	N	C#	N	N	N
R-2	C!	N	C#	N	N	N
R-4	C!	N	C#	N	N	N
R-8	C!	N	C#	N	N	N
BP	P	P	P	C	C	C
C-H	C!	P!	P	C	C	C
C-R	P	P	P	C	C	C
C	P	P	P	C	C	C
BR	C!	C!	C#	C	N	N
M-1 LM&B	P	P	P	C	C	C
S	P	P	P	C	C	C
B	C!	N	C#	N	N	N

KEY: N = Not Permitted P = Permitted C = Conditional Use ! = Allowed Only
on Non-Residential Structures # = Allowed Only on School, Church, etc,
if disguised

g) Amending Sections 11-35-104(1)(a) to require Fire Department Review of Daycare Home Occupation CUPs.

Staff is recommending that the ordinance be amended to read:

- (a) Uses in which over eight (8) but not more than sixteen (16) individuals (including any natural, adopted, or foster members of the operator's household) are cared for or receive instruction in the home at any one time. Such uses may include dance instruction, aerobics classes, music lessons, preschools, child day care, crafts classes, and other similar uses. For all such uses, the Farmington City Building Official and Fire Marshall shall inspect the facilities to ensure compliance with the requirements of the Uniform Building Code.

h) Amending 11-28-120(d) and (e) to give staff the authority to approve temporary offices.

The ordinance now requires that every sales office come before the Planning Commission as a temporary conditional use. Since the same conditions are always attached to this use and the ordinance currently regulates the standards for this use, staff recommends amending the ordinance to allow an administrative review and approval/denial of this temporary use as follows:

(d) Administrative Review Process.

(1) The following uses may be reviewed and approved by the City Planner:

- (i) Christmas tree lots;
- (ii) Construction trailers;
- (iii) Fireworks stands;
- (iv) Model home shows;
- (v) Temporary offices;
- (vi) Uses related to natural disasters;
- (vii) Warehouse sales

(e) Planning Commission Review. The following temporary uses require submittal of a conditional use application which will be evaluated by the Planning Commission according to the process and standards contained in Chapter 8 of this Title:

- (1) Fairs, carnivals, rodeos, live entertainment, etc.;
- (2) Parking lot sales;
- (3) Promotional events;
- (4) Swap meets;
- (5) ~~Temporary Offices~~; Temporary concrete and asphalt batch plants;
- (6) Other uses not specifically listed herein.

i) Amending the word “land” to “property” in Section 11-2-020(1).

Although this is a minor change, the use of the word “land” is too non-specific, and staff felt that replacing it with “property” would more narrowly define the intent of accessory building or use.

- (1) Accessory Building or Use means. A building or use clearly incidental, customarily appropriate, and subordinate to the main use of the building or ~~land~~ property.

j) Removing Section 12-7-040(4)(g) of the Subdivision Ordinance.

Section 12-7-040 of the Subdivision Ordinance regulates streets. Staff is requesting that the ordinance be amended as follows:

- ~~(g) Minor residential streets longer than six hundred (600) feet, which may be conducive to high speed traffic, shall be prohibited;~~

Staff feels that this requirement is too difficult to administer because there are streets all over the city that are longer than 600’ and may or may not be conducive to high speed traffic. Further, the term conducive to high speed traffic is highly subjective: is that a straight road, a wide road, etc? What constitutes a road that’s conducive to high speed traffic? Staff recommends removing this section of the ordinance altogether.

k) Amending the word “Title 4” to “Title 6” in Section 11-35-102 regarding Home Occupation Fee Schedules.

At one time, Business License Regulations fell under Title 4; however, the ordinance has since changed and is now under Title 6. Section 11-35-102 was not amended to reflect this change and staff is recommending that this now occurs.

11-35-102 License Required.

It shall be unlawful for any person or entity to engage in a home occupation in any agricultural or residential zone without first obtaining a home occupation business license to do so from the City Recorder. The procedure to be followed and applicable fees for a home occupation business license are set forth in the Business Licensing Regulations, ~~Title 4~~ Title 6, Farmington City Code.

l) Amending Section 11-14-050 of the Zoning Ordinance to allow for more flexibility in the setback requirement of the BP zone.

Ascent Construction has recently purchased a piece of property within the BP (Business Park) zone in Farmington and is planning on developing an office building on the property. Although they have not applied for conditional use and site plan yet, the applicant has shown in their concept plan that they will propose to bring the building to the street and hide the parking lot behind the building. Planning trends have been moving towards more of this type of development that promotes pedestrian oriented spaces and removes parking from sight. However, the city ordinance for the BP zone is out of date and requires a setback, making this

type of development impossible. Staff is requesting that Chapter 14 of the Zoning Ordinance be amended to reflect current planning paradigms.

11-14-050 Minimum Lot and Setback Standards.

(1) Setback from Streets: The minimum setback from public or private streets shall be twenty (20) feet for buildings or structures twenty (20) feet or less in height. Buildings or structures over twenty (20) feet in height shall be setback an additional ten (10) feet (thirty (30) feet total). The minimum side and rear setback from streets may be reduced through Planning Commission review and approval in conjunction with a conditional use and site plan application. Parking lots shall not be permitted within the minimum required street setback(s).

(2) Commercial side and rear setbacks: The minimum side and rear setbacks from property lines shall be twenty (20) feet for buildings and structures twenty (20) feet or less in height. Buildings or structures over twenty (20) feet in height shall be setback an additional ten (10) feet (thirty (30) feet total). If the area of the side or rear setback is used for parking or as a service area, a landscaped strip, not less than ten (10) feet in width shall be maintained along the property lines. The minimum side and rear setback for commercial buildings and structures may be reduced through Planning Commission review and approval in conjunction with a conditional use and site plan application.

Applicable Ordinances

1. Title 11, Chapter 2 – Definitions
2. Title 11, Chapter 7 – Site Development Standards
3. Title 11, Chapter 10—Agriculture Zones
4. Title 11, Chapter 11—Single Family Residential Zones
5. Title 11, Chapter 12 – Conservation Subdivisions
6. Title 11, Chapter 13 – Multi Family Residential Zones
7. Title 11, Chapter 14 – Business Park Zone
8. Title 11, Chapter 18—Mixed-Use Districts
9. Title 11, Chapter 28 – Supplementary and Qualifying Regulations
10. Title 11, Chapter 35—Home Occupation
11. Title 12, Chapter 4 – Subdivision by Metes and Bounds
12. Title 12, Chapter 6 – Major Subdivisions
13. Title 12, Chapter 7 – General Requirements for all Subdivisions

Respectfully Submitted



Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

NOTE: I WANT
TO DISCUSS THE
PROPOSED CHANGE
TO 11-10-040(2)
ON TDRS.

FARMINGTON, UTAH

ORDINANCE NO. 2015 -

**AN ORDINANCE AMENDING CHAPTERS 2, 7, 10, 11, 12,
13, 14, 18, 28, AND 35 OF THE ZONING ORDINANCE, AND
CHAPTERS 4 AND 6 OF THE SUBDIVISION ORDINANCE
(ZT-5-15).**

WHEREAS, the Planning Commission has held a public hearing in which the proposed various amendments to the Subdivision and Zoning Ordinance were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

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

Section 1. Amendment. Sections 11-10-040(8)(2), 11-11-060(b), 11-12-090(f)(vi), 11-13-050(3), 11-2-020(81), 11-10-040(2), 11-11-050(b), 11-28-190, 11-35-104(1)(a), 11-28-120(d)&(e), 11-2-020(1), 11-35-102, and 11-14-050 of the Farmington City Zoning Ordinance, and Sections 12-4-020 and 12-6-110(14)(e) of the Subdivision Ordinance is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 26th day of May, 2015.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT "A"

a) Reducing the requirement in Agriculture Zones where farm structures have to be 100' from any public street as found in Section 11-10-040(8)(2).

Section 11-10-104(8)(2) be amended as follows:

(2) No farm animal structure, hay barn, stable, silo, coop, corral or other similar building or structure which is accessory to the agricultural use of land may be located closer than ten (10) feet to any side or rear boundary line or ~~one hundred~~ fifty (50) feet to any public street or to any dwelling on adjacent properties. This provision shall not apply to pastures.

Section 11-11-060(b) be amended as follows:

(b) Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten (10) feet from any side or rear property line and ~~one hundred (100)~~ fifty (50) feet from any public street or from any dwelling on an adjacent property.

Section 11-12-090(f)vi. be amended as follows:

vi. Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten (10) feet from any side or rear property line and ~~one hundred (100)~~ fifty (50) feet from any public street or from any dwelling on an adjacent property.

Section 11-13-050(2) be amended as follows:

(2) Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten (10) feet from any side or rear property line and ~~one hundred (100)~~ fifty (50) feet from any public street or from any dwelling on an adjacent property.

b) Modifying the definition of Residential Facilities for the Elderly as 16 beds or less in Section 11-2-020(81).

(81) Residential Facilities for the Elderly. A single-family or multiple-family dwelling unit that meets the requirements of Utah Code Ann., § 10-9-103(m), as amended, and does not exceed 16 beds per unit.

c) Amending the language in Section 12-4-020 to allow for subdivision by metes and bounds in all zones.

12-4-020 Metes and Bounds Subdivision; When Permitted.

An owner or developer of property consisting of a single parcel of land or lot located within ~~an agricultural or residential~~ any zone may subdivide the parcel of land or lot into not more than two (2) lots for buildings related to the primary use by recording deeds containing metes and bounds descriptions of the lots without the necessity of recording a plat, provided that: ...

d) Adding a requirement to Section 12-6-110(14)(e) whereby any property that has a gas pipeline traversing that property, the plat must have a signature block for each respective gas pipeline company.

(e) Blocks for authorized signatures of the Planning Commission, City Engineer, Respective Irrigation Water District, Central Davis Sewer District, City Attorney, and City Council shall be provided along the bottom or right side of the plat. A block for the Davis County Recorder shall be provided in the lower right corner of the plat. Additionally, for any plat that has gas pipelines traversing its boundaries, the plat shall have a signature block for each affected gas pipeline company.

e) Amending Sections 11-10-040(2) and 11-11-050(b) of the Zoning Ordinance to require any applicant using the alternative lot size to produce a yield plan showing the lot count for a conventional subdivision.

(2) Alternative Lot Size.

(a) The alternative lot size is limited to subdivisions whereby the City approves a transfer of development right as set forth in Chapter 28 of this Title; or obtains improved or unimproved land in fee title, or easement, for public purposes-such as parks, trails, detention basins, etc. The value of which, and the total number of lots related thereto, shall be determined by the City at its sole discretion as part of the subdivision process. Any applicant seeking a TDR must provide a yield plan consistent with the underlying zone and the conventional subdivision standards within that zone, and the yield plan must also conform to Sections 11-12-070(a) and (b) of this Title.

(c) Lot width and setback standards for alternative lot widths within the AE zone may meet such standards set forth in Chapter 12 of this title.

11-11-050(b):

(b) Alternative Lot Size.

(1) The alternative lot size is limited to subdivisions whereby the City approves a transfer of development right as set forth in Chapter 28 of this Title; or obtains improved or unimproved land in fee title, or

easement, for public purposes-such as parks, trails, detention basins, etc. The value of which, and the total number of lots related thereto, shall be determined by the City at its sole discretion as part of the subdivision process. Any applicant seeking a TDR must provide a yield plan consistent with the underlying zone and the conventional subdivision standards within that zone, and the yield plan must also conform to Sections 11-12-070(a) and (b) of this Title.

(3) Lot width and setback standards for alternative lot widths within the LS zone may meet such standards set forth in Chapter 12 of this title.

f) Amending M1 to LM&B in Section 11-28-190 Table 1;

Table 1: Summary of Permitted and Conditional Uses

Zon e District	Wall Mounted Antenna	Roof Mounted Antenna	Monopoles/<2 ft structure, <60 ft tall or max height for district, if less	Monopoles/<2 ft structure, >60 ft tall or exceeding max height for district	Monopoles/>2 ft structure, <60 ft tall or max height for district, if less	Monopoles/<2 ft structure, >60 ft tall or exceeding max height for district
A	C!	C!	C	C	C	C
AE and LA	C!	N	C#	N	N	N
LS	C!	N	C#	N	N	N
S	C!	N	C#	N	N	N
LR	C!	N	C#	N	N	N
R	C!	N	C#	N	N	N
R-2	C!	N	C#	N	N	N
R-4	C!	N	C#	N	N	N
R-8	C!	N	C#	N	N	N
BP	P	P	P	C	C	C
C-H	C!	P!	P	C	C	C
C-R	P	P	P	C	C	C
C	P	P	P	C	C	C
BR	C!	C!	C#	C	N	N
<u>M-1</u> <u>M&B</u>	P	P	P	C	C	C
S	P	P	P	C	C	C

B	C!	N	C#	N	N	N
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KEY: N = Not Permitted P = Permitted C = Conditional Use ! = Allowed Only on Non-Residential Structures # = Allowed Only on School, Church, etc, if disguised

g) Amending Sections 11-35-104(1)(a) to require Fire Department Review of Daycare Home Occupation CUPs.

- (a) Uses in which over eight (8) but not more than sixteen (16) individuals (including any natural, adopted, or foster members of the operator’s household) are cared for or receive instruction in the home at any one time. Such uses may include dance instruction, aerobics classes, music lessons, preschools, child day care, crafts classes, and other similar uses. For all such uses, the Farmington City Building Official and Fire Marshall shall inspect the facilities to ensure compliance with the requirements of the Uniform Building Code.

h) Amending 11-28-120(d) and (e) to give staff the authority to approve temporary offices.

- (d) Administrative Review Process.

- (1) The following uses may be reviewed and approved by the City Planner:

- (i) Christmas tree lots;
- (ii) Construction trailers;
- (iii) Fireworks stands;
- (iv) Model home shows;
- (v) Temporary offices;
- (vi) Uses related to natural disasters;
- (vii) Warehouse sales

- (e) Planning Commission Review. The following temporary uses require submittal of a conditional use application which will be evaluated by the Planning Commission according to the process and standards contained in Chapter 8 of this Title:

- (1) Fairs, carnivals, rodeos, live entertainment, etc.;

- (2) Parking lot sales;
- (3) Promotional events;
- (4) Swap meets;
- (5) ~~Temporary Offices;~~ Temporary concrete and asphalt batch plants;
- (6) Other uses not specifically listed herein.

i) Amending the word “land” to “property” in Section 11-2-020(1).

- (1) Accessory Building or Use means. A building or use clearly incidental, customarily appropriate, and subordinate to the main use of the building or land property.

j) Removing Section 12-7-040(4)(g) of the Subdivision Ordinance.

- ~~(g) Minor residential streets longer than six hundred (600) feet, which may be conducive to high-speed traffic, shall be prohibited;~~

k) Amending the word “Title 4” to “Title 6” in Section 11-35-102 regarding Home Occupation Fee Schedules.

11-35-102 License Required.

It shall be unlawful for any person or entity to engage in a home occupation in any agricultural or residential zone without first obtaining a home occupation business license to do so from the City Recorder. The procedure to be followed and applicable fees for a home occupation business license are set forth in the Business Licensing Regulations, ~~Title 4~~ Title 6, Farmington City Code.

l) Amending Section 11-14-050 of the Zoning Ordinance to allow for more flexibility in the setback requirement of the BP zone.

11-14-050 Minimum Lot and Setback Standards.

- (1) Setback from Streets: The minimum setback from public or private streets shall be twenty (20) feet for buildings or structures twenty (20) feet or less in height. Buildings or structures over twenty (20) feet in height shall be setback an additional ten (10) feet (thirty (30) feet total). The minimum side and rear setback from streets may be reduced through Planning Commission review and approval in conjunction with a conditional use and site plan application. Parking lots shall not be permitted within the minimum required street setback(s).

(2) Commercial side and rear setbacks: The minimum side and rear setbacks from property lines shall be twenty (20) feet for buildings and structures twenty (20) feet or less in height. Buildings or structures over twenty (20) feet in height shall be setback an additional ten (10) feet (thirty (30) feet total). If the area of the side or rear setback is used for parking or as a service area, a landscaped strip, not less than ten (10) feet in width shall be maintained along the property lines. The minimum side and rear setback for commercial buildings and structures may be reduced through Planning Commission review and approval in conjunction with a conditional use and site plan application.

CITY COUNCIL AGENDA

For Council Meeting:
May 26, 2015

PUBLIC HEARING: Compton Road (300 West) Street Remnant Vacation Request

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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



FARMINGTON CITY

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: May 26, 2015

SUBJECT: **COMPTON RD. (300 W.) STREET REMNANT VACATION REQUEST**

RECOMMENDATION

1. Hold a public hearing.
2. A. Approve a motion to not vacate any r.o.w.

-OR-

- B. Table action to allow time for the two adjoining property owners to work out their differences and come back to the Council with a unified front regarding the proposed street vacation.

BACKGROUND

Decades ago a home was built at 901 North Compton Road (Davis County Tax I.D. #08-052-0029). It appears that the City may have vacated a portion of the 300 West r.o.w. to accommodate the construction of this home, whether the City abandoned any r.o.w. for sure, or not, is uncertain. Said property is now owned by David and Carma K. Miller. Nevertheless, it appears that a remnant portion of the 300 West r.o.w. south of their parcel was never abandoned (see enclosed vicinity map). In the meantime they, or a previous owner, has extended and maintained landscaping into this area (see enclosed photographs). Now another adjoining property owner, James Henich Hatch, who's property fronts this remnant, is requesting that the City vacate it to him (see attached application). Subsequently, Mr. Miller has requested a meeting with the City Council about the proposed vacation (see attached letter dated May 4, 2015). It appears that the two property owners have differences of opinion.

Respectively Submitted


David Petersen
Community Development Director

Review and Concur


Dave Millheim
City Manager

080520233
THORSNESS, CHERIE
902 N MAIN ST

080520093
SMITH, MICHAELA & SYLVIA K
888 N MAIN ST

080540089
WILLEY, TRAVIS
S & HEIDI

080520209
WILLEY, TRAVIS
S & HEIDI

080540090
WILLEY, TRAVIS
S & HEIDI

080520148
SAWYER, KAREN JAMES
953 N COMPTON RD

080520182
MILLER,
CARMA K

080520029
MILLER, CARMA K & DAVID
901 N COMPTON RD

080540039
HATCH, JAMES
HENICH

080540091
HATCH, JAMES
HENICH

080540038
FISHER, CHARLES CALVIN & JOYCE E
852 N MAIN ST

080540001
HATCH, JAMES HENICH
838 N MAIN ST

080520246
ARBON, TERRON L & MICHELLE
936 N 300 WEST

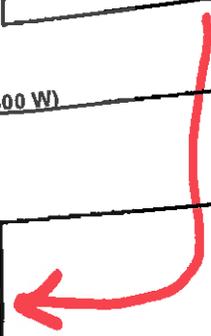
080520040
BYBEE, JOHN M & CARMA
912 N COMPTON RD

080520041
GROVE, KELLY P & KEVIN L
478 W 900 NORTH

900 North()

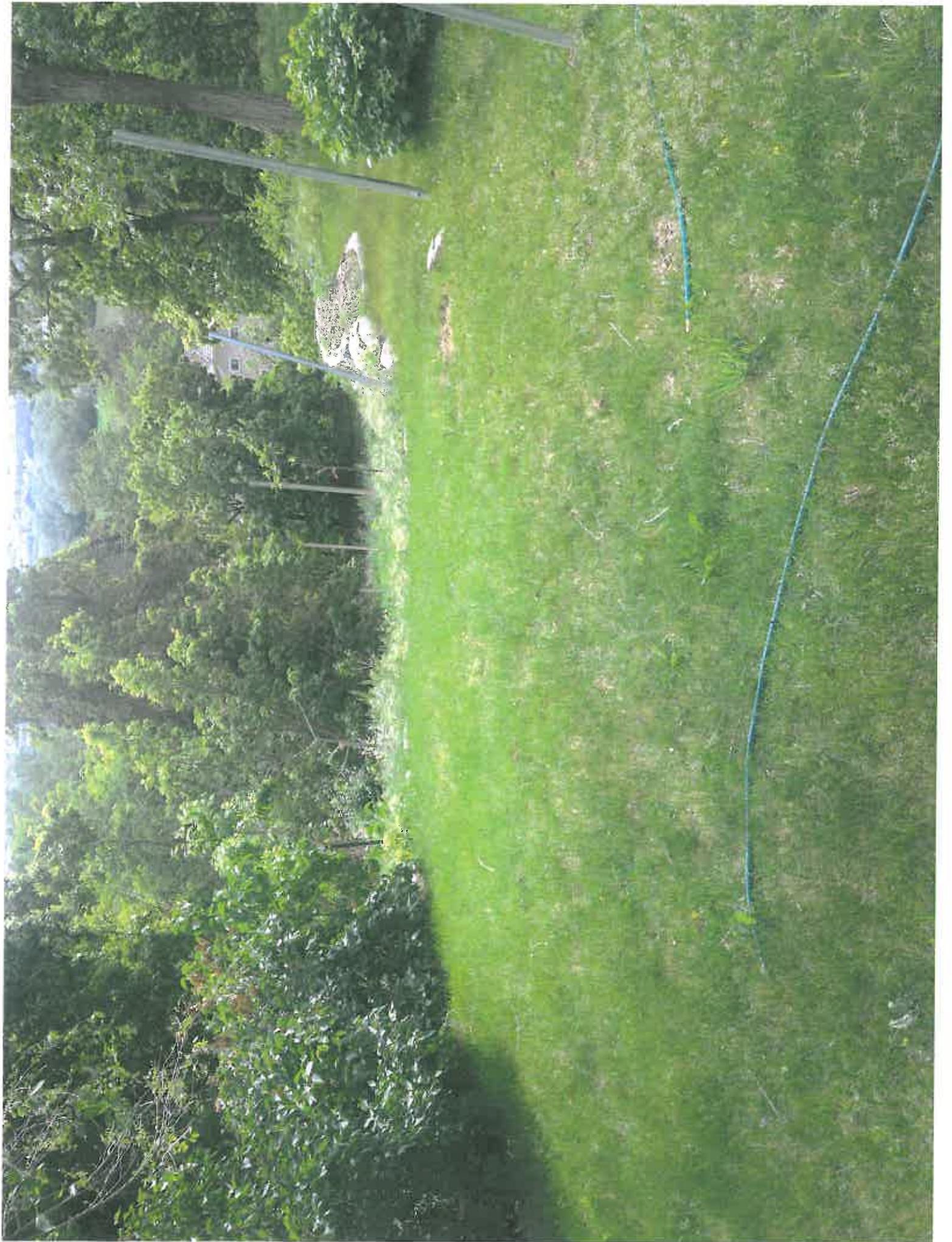
Compton Rd(300 W)

*Remnant
r.o.w.*











April 13, 2015

Farmington City Council
Farmington City Corporation
160 South Main Street
Farmington, Utah 84025

RE: Petition for vacation of a portion of an unused, abandoned, City street at approximately 900 North Compton Road, Farmington, Davis County, Utah 84025

Dear City Council,

I respectfully request that Farmington City convey a parcel of property to me, the undersigned, James Henich Hatch.

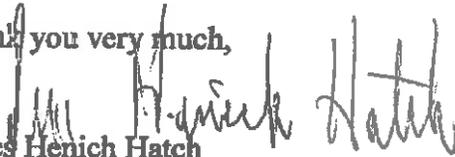
The description and depiction of the former City street property is shown on the attached two pages, respectively.

The reason for this request is to consolidate the property that I, and my family before me, have owned and occupied for many years with said former City street property.

As shown on the attached depiction of the property, the Petition Parcel is a 1070 square foot parcel of property that was severed from the John W. Hess Survey of two intersecting roads at approximately 900 North Compton Road when the right-of-way for Compton Road was created by Farmington City in November of 1978.

Please let me know, as soon as possible, how to proceed from this point.

Thank you very much,


James Henich Hatch

838 North Main Street
Farmington, Utah 84025

**RICHARDSON SURVEYING, INC.
3448 SOUTH 100 WEST
BOUNTIFUL, UTAH 84010
(801) 298-1615
rsurvey@gmail.com**

April 13, 2015

**Mr. Jim Hatch
838 North Main Street
Farmington, Utah 84025**

PETITION PARCEL

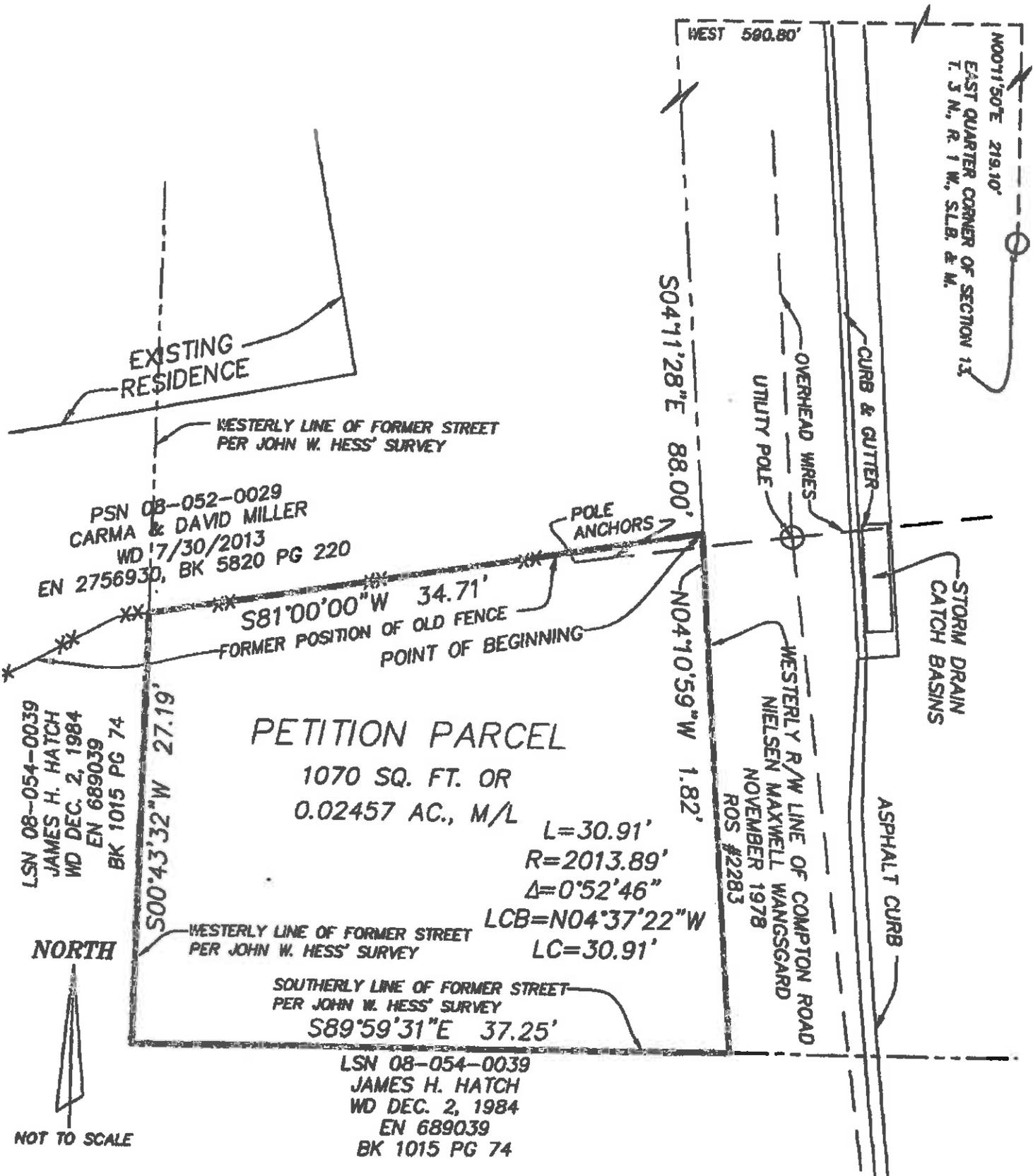
Beginning at a point on the Westerly right-of-way line of Compton Road, a sixty foot wide road, said point also being North 00°11'50" East 219.1 feet along the Section line and WEST 590.8 feet and South 04°11'28" East 88.00 feet from the East Quarter Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence South 81°00'00" West 34.71 feet along the southerly line of the Carma K. Miller and David Miller property per Warranty Deed recorded 7/30/2013 as Entry No. 2756930, Book 5820 Page 220-221 of the Davis County Recorder's Office; thence South 00°43'32" West 27.19 feet along the boundary of the James Henich Hatch property per Warranty Deed recorded Dec. 8, 1984 as Entry No. 689039, Book 1015 Page 74, last said line also being the westerly line of a former street as shown on John W. Hess' Survey of the Davis County Surveyor's Office; thence South 89°59'31" East 37.25 feet along the boundary of said Hatch property, and also being the southerly line of a former street as shown on said John W. Hess' Survey to said Westerly right-of-way line of the present-day Compton Road as shown on that certain Right-of-Way Location map by Nielsen, Maxwell & Wangsgard dated November 1978 also being Record of Survey Map No. 2283 of the Davis County Surveyor's Office; thence Northwesterly 30.91 feet along last said westerly right-of-way line also being a 2013.89 foot radius curve to the right (Delta = 00°52'46" and chord bears North 04°37'22" West 30.91 feet); thence North 04°10'59" West 1.82 feet to the point of beginning.

Containing 1,070 square feet or 0.02457 acre, more or less.

Subject to restrictions, easements, and rights-of-way of record or enforceable in law and equity.

834-PETITION PARCEL-HATCH-2015-4-13.doc

834-PETITION PARCEL-HATCH-2015-4-13.doc



RICHARDSON SURVEYING, INC.
3448 SOUTH 100 WEST
BOUNTIFUL, UTAH 84010
801-298-1615

JAMES HENICH HATCH
838 NORTH MAIN STREET
FARMINGTON, UTAH 84025

May 4, 2015

To: Dave Petersen

I would like to request a meeting with the Farmington city council to address my request that the right of way south of 901 Compton Road be vacated.

Please add me to your next agenda.

Sincerely,



David G. Miller

Request to City of Farmington:
Vacate Right of Way at 901 Compton Road to David G. Miller/Carma K. Miller

Request to Farmington City:

As intended since 1979 when the 901 Compton Road house was built, we request that the City of Farmington:

- Vacate the Farmington City owned property that is attached to the 901 Compton Road property to David G. Miller/Carma K. Miller.
 - The city-owned right of way just south of 901 Compton Road has been included in the yard care of the property, based on a historical agreement between the city and the property owners that the city property would be deeded to the owners.
 - The precedent since 1979 has been that Compton Road property owners have vacated property to adjacent owners to accommodate assumed property lines and placement of homes and yards.
 - David G. Miller/Carma K. Miller have improved the right of way, cared for it, and maintained it according to Farmington City requirements.
- Require Jim Hatch to remove the fence poles from 901 Compton Road property, and
 - Ensure that the holes and damage to the lawn is completely repaired, or
 - Provide reimbursement to Mr. Miller for his repairs to the lawn

Background: In 1979, the city of Farmington granted a building permit for the property located at 901 North Compton Road. At the time, a 90-foot right of way for future expansion of Compton road existed. Earlier, Farmington City had changed the right of way to 75 feet. This change extended from 1100 North to the trail beside Milo Kirkham's property. Property lines were changed and recorded to reflect this change in the right of way. Three properties were not changed at this time: (Minnie) Burnham, (Russ) Kimber and (Wayne) Johnson. In the early 1990's, David Miller, now owner of the Burnham property vacated property to Russ Kimber because of a property split and the sale of Kimber's home at 953 Compton Road. Because of this change on property lines, it also corrected the Burnham/Miller property line.

- In 1979, a change was made to the property at 901 Compton Road, so the current house could be built although a setback was not required. Farmington city granted permission for the home to be built, recognizing the right of way was 75 feet, instead of 90 feet. This was done assuming the changes would be recorded and the proper property lines would be corrected to reflect the right of way change. The change, although planned but not executed, resulted in a small wedge-shaped piece left belonging to the City of Farmington of a non-existent right of way. The Johnsons, who owned the home for many years, and the Millers, who have owned the home since 2003, both assumed it was their property and have cared for it: mowing, watering, planting trees and shrubs to beautify it. The property wedge in question was meant to be included in the 901 Compton property, and was never intended to be added to the Hatch estate.

CITY COUNCIL AGENDA

For Council Meeting:
May 26, 2015

S U B J E C T: Discussion regarding Adding Non-City Entities to URMMA

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Presentation by Paul Johnson.

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

PAUL JOHNSON: Utah Risk Management Mutual Association (URMMA)

Topic: Discussion on adding non-city entities to URMMA

Time: 5-15 minutes

Recently a special service district requested to join URMMA. URMMA's Interlocal Agreement limits membership to Utah cities and would need to be amended to allow non-municipal entities such as special service districts to join. Every member city must approve any amendments to the Agreement. The Executive Committee of the Board of Directors is interested in allowing this type of entity to join but before proceeding has asked CEO Paul Johnson to visit each city council to gauge the city's willingness to sign an amendment to the Interlocal Agreement. If every city manifests a willingness, URMMA will prepare an actual amendment to bring back to the cities for approval sometime before July 1st. The presentation will be relatively short and will take as little as 5 minutes depending on questions.

CITY COUNCIL AGENDA

For Council Meeting:
May 26, 2015

SUBJECT: Clark and Park Lanes Connection

ACTION TO BE CONSIDERED:

The reopening of Clark and Park Lanes near the D&RG Trail has been evaluated. Due to pedestrian safety concerns, cost, and need it is recommended not to reconnect Clark Lane to Park Lane.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Chad Boshell
Date: June 2, 2015
SUBJECT: **CLARK AND PARK LANES CONNECTION**

RECOMMENDATION

The reopening of Clark and Park Lanes near the D & RG Trail has been evaluated. Due to pedestrian safety concerns, cost, and need it is recommended not to reconnect Clark Lane to Park Lane.

BACKGROUND

It has been proposed that the reopening of east and westbound movements of Clark Lane near the D & RG Rail Trail be evaluated. Tim Taylor with WCEC Engineers has done a feasibility study and created a conceptual drawing of the road layout to potentially reopen the road, his memo and drawing are attached. It appears reopening of Clark Lane can be done but has some design issues and safety concerns that pose problems in doing so as outlined below:

1. The City does not have enough ROW to construct the westbound connection and 0.2 to 0.3 acres of property will need to be purchased from the Evans.
2. The westbound connection will cross the Questar Gas lines which will likely need to be lowered and capped with concrete.
3. The current trail crossing is 61'. It is estimated that the road will need to be widened 22'. The MUTCD requires that crossings be designed with a walking speed of 4 ft/s. This results in increasing the pedestrian crossing time from 15.25 seconds to 20.75 seconds.
4. Besides the increased walking time to cross Park and Clark the pedestrians are at a greater risk due to the acceleration lane that is needed for westbound traffic getting onto Park and Clark and heading west. Drivers will be attempting to merge into the westbound lane at approximately the same time that they cross the trail posing greater pedestrian risk.
5. Additional cross walks will need to be installed to cross both the west and eastbound connections. Although traffic is only going one direction the eastbound crosswalk will be a midblock crossing which are dangerous.
6. The Clark Lane entrance for the Avenues at the Station subdivision will cause a problem and the conceptual design may need to be changed to accommodate traffic onto the new roads.

7. A traffic study should be done to determine the amount of traffic that will use the improvements.

Reopening the road does have some benefits, some of which are list below:

1. Local traffic can bypass the busy intersections on Park Lane for access to downtown Farmington, existing and future businesses on Clark Lane, parks, schools, and the Legacy Events Center
2. For drivers heading east on Clark Lane these connections will save time.
3. Keeps Clark open like it historically has been.

The federal funds are not available to the City to perform this work and will have to be funded through other sources. The estimated cost to complete the design and construction is \$370,000, a breakdown of the costs are listed below.

Park and Clark Connection Estimate	
Construction	\$ 139,300
Questar Gas Line Mitigation*	\$ 60,000
Property Acquisition*	\$ 87,120
UTA Permit	\$ 5,000
Engineering	\$ 30,000
Subtotal	\$ 321,420
15% Contingency	\$ 48,213
Total	\$ 369,633

*Costs liable to change depending on surveying, design, and negotiations.

SUPPLEMENTAL INFORMATION

1. WCEC Memo
2. Conceptual Drawing

Respectively Submitted



Chad Boshell
City Engineer

Reviewed and Concur



Dave Millheim
City Manager



9980 SOUTH 300 WEST STE. #200
SANDY, UT 84070
PHONE: 801-456-3847
FAX: 801-618-4157

TECHNICAL MEMORANDUM

DATE: 6/19/2014
TO: Chad Boshell, P.E. – Farmington City Engineer
FROM: Timothy Taylor, PE, PTOE
RE: Park Lake / Clark Lane $\frac{3}{4}$ Movement Intersection Option

The attached exhibit depicts a conceptual option that provides a $\frac{3}{4}$ movement intersection at Clark Lane and the realigned Park Lane.

The option includes an Eastbound straight-through movement from Park Lane to Clark Lane and a Westbound shared left and right-turn lane from Clark Lane to Park Lane. Left-turn movements from Park Lane to Clark Lane at this intersection would be prohibited.

A few items to point out:

- 1) The option will require that a westbound acceptance/acceleration lane be provided in the median area of Park Lane to accommodate the left-turn movement from Clark Lane. This configuration will allow a left-turning vehicle the opportunity to turn when there is an adequate gap in only Eastbound Park Lane traffic rather than in both the East and Westbound directions.

The acceptance/acceleration lane could be delineated using either simple striping and signing or through construction of raised channelized islands that will provide more active guidance for turning vehicles.

- 2) The option, as currently depicted, results in a wider D&RG trail crossing on Park Lane and increased conflict points associated with the Eastbound diverge to Clark Lane and the left-turn acceptance/acceleration lane.

The Eastbound Park Lane to Clark Lane movement could be relocated to the East of the trail crossing, but this would eliminate the opportunity to provide a straight-through movement from Park Lane to Clark Lane. It would result in a more traditional right-turn movement from Park Lane to Clark Lane immediately adjacent to the shared left/right-turn lane from Clark Lane to Park Lane.

- 3) There will be a need for additional right-of-way in order to accommodate the shared left/right-turn lane.

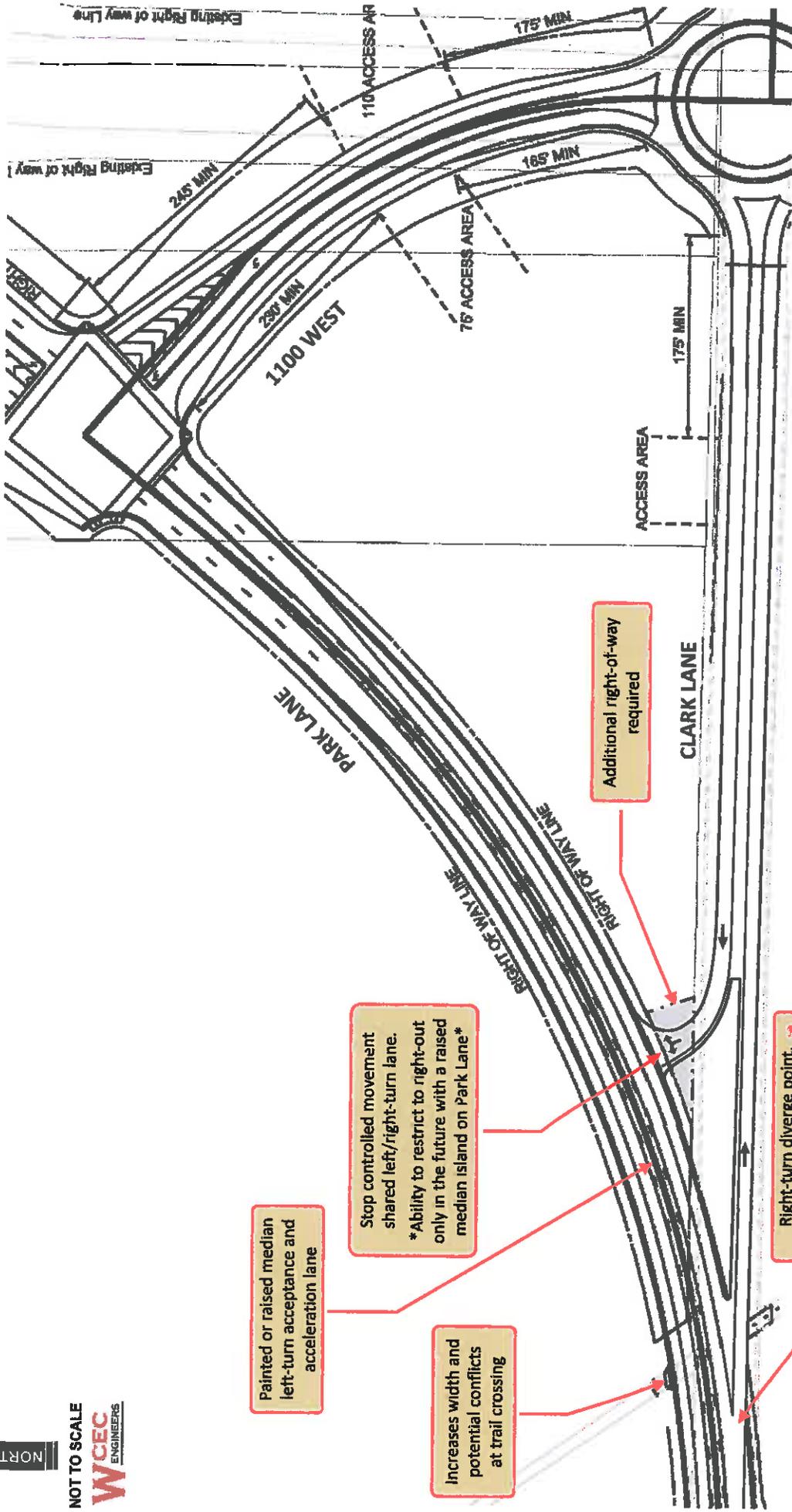
- 4) The shared left/right-turn lane would be controlled with a stop sign.
- 5) It is important to consider the future land uses adjacent to this intersection and on both sides of this section of Clark Lane (between 1100 West and Park Lane). This is especially true if the areas immediately to the north and south are developed as a single integrated unit (residential or commercial). The volume of traffic and potentially higher speeds (particularly eastbound) could create a significant barrier to north/south pedestrian and vehicular circulation across this section of Clark Lane.

Two concerns that have been expressed with this option are; 1) the perception that motorists would use this as a short-cut to by-pass the traffic signal at the realigned Park Lane/1100 West intersection; and 2) that it will enhance the use of Clark Lane/State Street as a primary access to/from the Eastern areas of Farmington City.

Considering the growth of the overall Station Park area, the volume of traffic that will utilize this potential intersection will be relatively minor in comparison to the realigned Park Lane/1100 West intersection. We also don't expect that it will enhance the use of Clark Lane/State Street as a primary travel route when compared to Park Lane.



NOT TO SCALE
WCEC
ENGINEERS



Clark Lane / Park Lane ³/₄ Movement Intersection Option

CITY COUNCIL AGENDA

For Council Meeting:
May 26, 2015

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

1. Farmington Creek Estates III Memo of Understanding
2. Taylor Minor Subdivision Final Plat
3. Approval of City Council Minutes from May 5, 2015
4. Football Fees
5. Ratification of Approval of Storm Water Bond Log
6. 350 East Storm Drain Consultation
7. Park Impact Fee Analysis

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: May 26, 2015

SUBJECT: **FARMINGTON CREEK ESTATES III MEMORANDUM OF UNDERSTANDING**

RECOMMENDATION

Move that Farmington City enter into a memorandum of understand (MOU) with affected property owners to remove and/or redevelop open space within Farmington Creek Estates III (PUD). Dave Millheim requested this staff report to help the Mayor and City Council better understand the steps necessary to implement the MOU, which will need to be completed in the next several weeks.

BACKGROUND

Farmington Creek Estates consists of four phases and abuts 500 South Street on the north, Glovers Lane on the south, the UTA trail on the east, and the 1100 West Street right-of-way on the west. Phase one was developed as a conventional subdivision; meanwhile phases two, three, and four were developed as a PUD (Planned Unit Development). The ordinance requires developer's of all PUD's to set-aside a certain amount of open space in order to achieve the flexibility and/or density which make it necessary to do the PUD in the first place. In the past the City approved removal of some of the open space for the Farmington Creek Estates PUD, but not below the amounts required by ordinance.

Trail

As per the Trails Master Plan, the developer of Farmington Creek Estates agreed to deed (by plat) property 20 feet in width running the entire length of the PUD from north to south for the construction of a future trail to eventually connect 500 South to Glovers Lane. Nevertheless, shortly after the City acquired the trail property, UTA purchased and in time converted the old DRG&W R.R. r.o.w. into a trail. The City's adjacent trail property is no longer needed.

Pocket Park

The preliminary master plan for the PUD showed a neighborhood Park located at approximately 775 South Country Lane on the east side of the street next to the trail. Shortly after this the City acquired the initial 19 acres of the now regional park. And the conventional

thinking at the time was that the City no longer needed a small public park at this location when residents could walk via the trail to the regional park north of the project. Therefore, the HOA, which was never formed, became the owner of the small parcel but never developed it as a private park. Now the residents do not want a park at this location and are willing to accept the creation of another lot to fulfill the MOU.

Memorandum of Understanding (MOU)

The City is prepared to enter into a MOU with the majority of property owners within Phase III of the PUD to remove and/or redevelop open space below the thresholds required by ordinance. However, the agreement cannot be implemented unless the PUD ordinance is amended first to allow a TDR and/or cash payment in exchange for the open space. This and other action steps include the following:

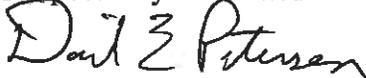
Steps

1. Amend Chapter 27 of the Zoning Ordinance and maybe other chapters of the Farmington City Code (this may take 6 to 8 weeks to accomplish)
2. Start and complete the subdivision/plat amendment process for the proposed lot.
 - a. Schematic plan, Planning Commission recommendation, public hearing;
 - b. Schematic plan, City Council approves (or disapproves), public hearing;
 - c. Minot plat, Planning Commission approves (or disapproves); and
 - d. Plat amendment, City Council approves (or disapproves).[Note: much of the subdivision process can run concurrent with the zone text amendment effort].
 - e. Record the amended plat [one must contract with a surveyor to prepare the amended plat for recordation].
3. Start and complete a series a boundary adjustments removing the trail property and conveying it to the owners of abutting lots/parcels. One must hire a consultant in order to execute this step.
 - a. City must prepare and record a notice of boundary adjustment for each lot; and
 - b. City shall convey separate sections to each respective property owner by deed.
4. Finalize any outstanding item set forth in the MOU.

Supplementary Information

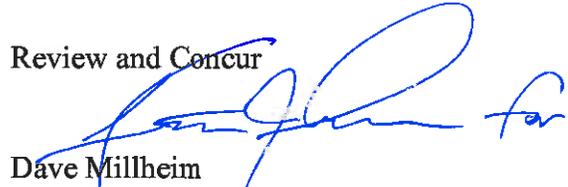
1. Map showing Farmington Creek Estates and its remaining open space parcels.
2. MOU and accompanying information.

Respectively Submitted

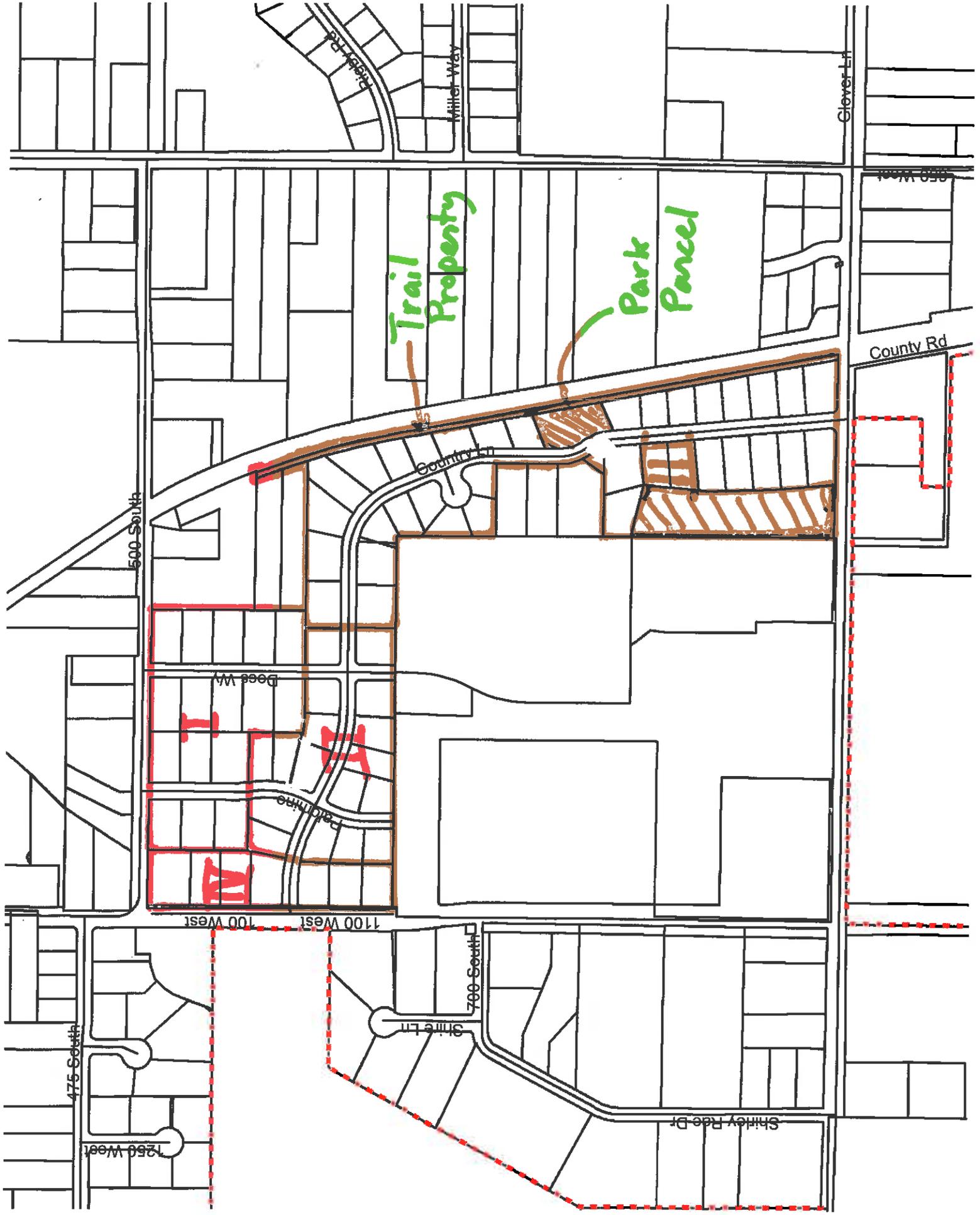


David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager



Trail Property

Park Parcel

500 South

County Ln

County Rd

Clover Ln

850 West

Deer Wy

Palmiro

1100 West

700 South

Shirley Fee Dr

475 South

1250 West

Miller Way

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HOME OWNERS OF COUNTRY LANE, FARMINGTON, UTAH
AND
THE CITY OF FARMINGTON, UTAH

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the home owners of Country Lane, hereinafter referred to as HOME OWNERS and The City of Farmington, Utah, hereinafter referred to as FARMINGTON CITY.

A. PURPOSE:

The purpose of this MOU is to continue to develop and expand a framework of cooperation between HOME OWNERS and FARMINGTON CITY to amend the neighborhood plat of Farmington Creek Estates Phase 3, establish a marketable building lot and sell or abate land currently recorded as open space along the eastern most property line of Farmington Creek Estates Phase 3.

B. FARMINGTON CITY:

Shall give approval to modify Farmington Creek Estates Plat to include a new building lot and drainage easement. The plat currently shows this land as Parcel 2.

Shall stub electric, sewer and gas into new building lot at its own cost.

Shall repair the existing curb, gutter and sidewalk that parallels the new building lot and drainage easement at its own cost.

Shall maintain the new stream drainage easement at its own cost, or include the stream and maintenance responsibility thereof in the newly created lot.

Shall sell or abate open space along east side of Farmington Creek estates to the home owners located along the eastern property line approximately 20 to 22 foot section of land also currently recorded as Parcel 1 on the plat.

Shall agree to market and sell the new building lot at their own cost.

C. HOME OWNERS:

Shall arrange for all surveying and new plat drawings at their own cost.

Shall obtain approval from at least 75% of all home owners residing on the east side of Country Lane stating they agree to the plat amendments in writing.

Shall obtain approval from at least 50% of all home owners residing on the west, north

and south sides of Country Lane stating they agree to the plat amendments in writing.

Shall agree to pay a land acquisition cost of between \$0.00 and \$1,000 per home owner if living on the east side of Country Lane with property that will incorporate new land.(lots 318 to 304).

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. GENERAL UNDERSTANDING. In connection with this MOU the following items are understood between the parties.
 - a. Ben Barrus shall represent the sale of the new building lot on behalf of FARMINGTON CITY. For this he will be paid by FARMINGTON CITY 5% of the gross sale if the new building lot sells for any amount less than \$145,000 (One Hundred and Forty Five Thousand Dollars) and 6% if the new building lot sells for any amount greater than or equal to \$145,000 (One Hundred and Forty Five Thousand Dollars)
 - b. In the event the new building lot sells for any amount less than \$140,000 (One Hundred and Forty Thousand Dollars) then each HOME OWNER located on the east side of Country Lane will pay to FARMINGTON CITY an amount to be determined, not to exceed \$1,000 (One Thousand Dollars) to acquire land located on the east side of Farmington Creek Estates currently recorded on the plat as open space. The amount shall be determined but in no case will be less than \$500.00 (Five Hundred Dollars). In the event the new building lot sells for \$145,000 (One Hundred and Forty Five Thousand Dollars) or more, then there will not be a fee(s) assessed to any of the HOME OWNERS to acquire land located on the east side of Farmington Creek Estates currently recorded on the plat as open space.
 - c. It is understood that once the plat has been amended FARMINGTON CITY will negotiate and sell a portion of the newly established drainage easement with Buzz Greenhelgh in good faith.
2. MODIFICATION. Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts FARMINGTON CITY or HOME OWNERS from participating in similar activities with other public or private agencies, organizations, and individuals.
4. TERMINATION. Either party, upon thirty (30) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.

5. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

HOME OWNERS:

Ben Barrus

Buzz Greenhalgh

Christian Larsen

FARMINGTON CITY:

Dave Millheim

6. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of last signature and is effective through 8/1/2015 at which time it will expire unless extended.
7. **LIABILITIES.** It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions howsoever caused, to the extent allowed by their respective state laws.
8. **THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR FARMINGTON CITY:

Date: _____

Name and Title:

FOR: HOME OWNERS:

E Date: 4/28/15 Christian Larsen
Name (Print and sign)
873 Country Lane
Address

E Date: 4/29/15 Stuart Thomas
Name (Print and sign)
887 Country Lane
Address

Date: 4/28/15 Ben Barrus
Name (Print and sign)
872
Address

E Date: 4/28/15 Brent Beck
Name (Print and sign)
859 Country Ln
Address

Date: 4/28/15 Bett Anderson
Name (Print and sign)
887 Country Ln
Address

E Date: 4/23/2015 Jett Johnson
Name (Print and sign)
653 South Country Lane
Address

E Date: 4/28/15 Angie Briggs
Name (Print and sign)
703 Country Lane
Address

E Date: 4/28/15 Dennis Millard
Name (Print and sign)
681 Country Ln
Address

Date: 28 April 2015 BERNARD JOSTEN 
Name (Print and sign)
803 COUNTRY LN, FARMINGTON, UT 84025
Address

Date: 4/29/15 Demis "Zee" Greenhalgh 
Name (Print and sign)
7415 Cantoy Ln Farmington, UT 84025
Address

Date: 4/29/15 RANDEN FUNK 
Name (Print and sign)
729 COUNTRY LN, FARMINGTON, UT 84025
Address

Date: 4/29/15 Mari D. Kimoto / Maria Kimoto 
Name (Print and sign)
802 COUNTRY LN 84025
Address

Date: 4/30/15 JOHN D. TAYLOR 
Name (Print and sign)
667 COUNTRY LN 84025
Address

Date: 4/30/15 Scott BETHUNEN 
Name (Print and sign)
836 50 COUNTRY LN
Address

Date: 4/30/15 Craig Carroll 
Name (Print and sign)
841 Country Circle
Address

Date: 4/30/15 Dan Stanford 
Name (Print and sign)
882 Country Ln
Address

Date: 4/30/15 Jon Shortliff 
Name (Print and sign)
891 Cantoy Ln
Address

Date: 4/22/15 Arroy McPherson
Name (Print and sign)
854 S. Country Lane
Address

Date: 4/30/15 Amber McPherson
Name (Print and sign)
888 S. Country Ln.
Address

Date: 4/30/15 Trevor Farnes
Name (Print and sign)
924 Country Lane
Address

Date: 4/30/15 Bryce Bybee
Name (Print and sign)
853 Country Circle
Address

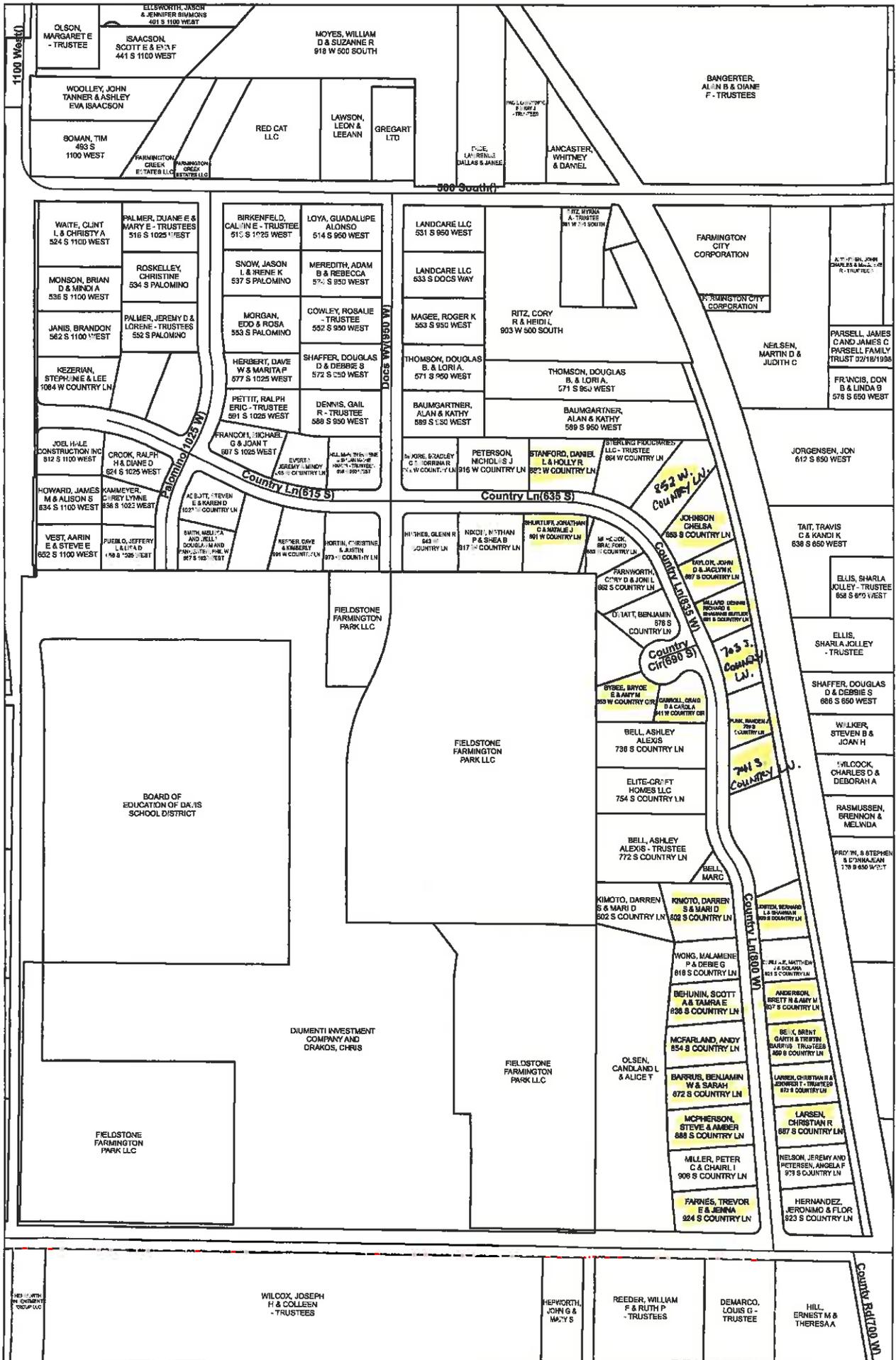
Date: 5/2/15 MARK HOLBRODE
Name (Print and sign)
857 Country Lane
Address

Date: _____
Name (Print and sign)
Address



Farmington City

Date: 5/4/2015





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: May 12, 2015

SUBJECT: **TAYLOR MINOR SUBDIVISION – FINAL PLAT**
Applicant: **Jerry Preston**

RECOMMENDATION

Move that the City Council approve the final plat for the Taylor Minor Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant will enter into an extension agreement for sidewalk along his portion of 100 North, and such agreement shall be recorded prior to or concurrent with plat recordation;
2. Prior to construction, applicant will provide City staff with a detail showing the construction of the retention pond.

Findings:

1. The proposed subdivision conforms to all of the development standards as set forth in Section 11-17-040.
2. The proposed final plat meets all of the requirements for a minor plat as determined through the subdivision ordinance.
3. The applicant is providing a reciprocal access easement and sewer easement for CDS on the plat and these easements will be recorded against the property.

BACKGROUND

The applicant, Jerry Preston, is requesting a recommendation for final plat approval for a 3-lot minor subdivision on property located at approximately 700 North 100 East. The underlying zone for this property is an OTR zone, on which the developer is proposing a conventional minor subdivision.

Section 12-5-020 of the Subdivision Ordinance sets out the requirements for minor subdivisions, and the proposed subdivision meets all 7 criteria. Minor subdivisions consist of a

two step process, schematic plan and preliminary/final plat. The proposed subdivision would add curb and gutter along Skyline Drive, but not sidewalk. The shoulder of the road is very narrow and there is a sharp drop between the road and the proposed lots, and in order to construct a sidewalk the applicant would need to bring in a significant amount of fill. At schematic plan, both the PC and DRC recommended that a sidewalk in this location is not necessary and requiring this of the applicant may be exorbitant. Additionally, 100 East north of the property doesn't have sidewalk, nor do the properties along 600 North between 100 East and Main. At the schematic plan for this subdivision, the City Council agreed with the DRC and PC and determined that requiring the applicant to construct sidewalk at this time may be unwise. However, the applicant and the City will enter into an extension agreement for the sidewalk, should the need to extend the sidewalk ever arise in the future.

Lot 2 is currently 5' short of the 85' lot width requirement. However, Section 11-17-040(4) of the zoning ordinance states:

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

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

The requested reduction meets criteria b, c, and e listed above, and will be required to meet a and d when the site plan application is submitted as part of the building permit requirement. The ordinance does not specify who can approve this lot width reduction, however, staff is requesting that the City Council approve this 5' reduction as part of the plat approval tonight.

SUPPLEMENTAL INFORMATION

1. Vicinity Map
2. Final Plat

Respectfully Submitted

A handwritten signature in blue ink, appearing to read "Eric Anderson".

Eric Anderson
Associate City Planner

Concur

A handwritten signature in black ink, appearing to read "Dave Millheim".

Dave Millheim
City Manager

Farmington City



FARMINGTON CITY COUNCIL MEETING

May 5, 2015

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, Community Development Director David Petersen, Associate City Planner Eric Anderson, City Engineer Chad Boshell, Parks and Recreation Director Neil Miller, Pool Manager Sylvia Clark, City Recorder Holly Gadd and Recording Secretaries Lara Johnson and Melanie Monson.

Cabelas Improvements Agreement

Mayor Talbot thanked Dave Millheim for his efforts in closing agreements with Cabelas, who purchased ground for their new store. Pre-construction conference meetings went well and they will be on site soon.

SUMMARY ACTION:

Item 6, Avenues at the Station Phase II Final Plat. will be pulled from the agenda due to several items that were not up to par.

A question was asked about how many events have been held by SteelFist Fight Night, LLC and whether there had been any complaints. **Mayor Talbot** answered that this will be their second event, and that he followed up with Ken Klinker, who advised that he had not received any negative feedback from the previous event.

Brigham Mellor asked about whether we have any control over the height of a public or quasi-public entity in reference to changing the ordinance to limit building height to 60 feet. **Dave Millheim** said that school districts and universities, for example, do not have to comply with the 60 foot building height restrictions. **Mayor Talbot** answered that the height reference is already in the ordinance and that the primary change relates to building setbacks, which the City needs in order to complete the build out of the gym with the intention of concealing the parking lot and providing an added buffer for neighbors. The main concern relates to the ratio of building height to building setback.

Neil Miller gave a brief history of the splash pad and introduced **Sylvia Clark**, who manages the pool. **Sylvia Clark** recounted that after the last municipal bond in 2004-05 a splash pad was added to the pool in order to accommodate more pool patrons. The pool capacity is 325 with up to 500 on/around the pool deck. If the splash pad were to be fenced off from the pool area, it would decrease the pool capacity. Rentals, including ward/neighborhood parties, would be limited to the 325 capacity. With swim lessons being one of the biggest programs, the convenience of the splash pad for other siblings to play at may be a contributing factor to the success of the programs. **Brigham Mellor** proposed building the fence such that the splash pad is on its own, with the fence extending over to the baseball field, which would allow for more grass space, more trees, and shade from both directions. Pool patrons would access the splash pad by going around the fence. Parents could see their children in both the pool and splash pad areas. This would provide the space needed to accommodate 500 people but would

cost more due to extra fencing. **Neil Miller** stated that separating the splash pad from the pool would take away from the experience and that keeping them together is beneficial for revenue. **Mayor Talbot** stated that the pool doesn't make a lot of money to begin with, so keeping them together would be an asset to the pool. He related that Garbett ended up building a splash pad instead of a pool as a cost saving measure and reports are that it is virtually unused now (about a year later). He has also spoken with other Mayors who indicated they wouldn't build a splash pad again. **Brigham Mellor** said that people are already pushing for a splash pad as part of the new park. He would argue that people don't go to the pool just for the splash pad. **Dave Millheim** said that an implication of having both a pool and a splash pad is that many people come to experience both options. This may require hiring full time employees at the splash pad, which brings up concerns about operating, maintaining, and supervising the splash pad, preventing accidents, etc. **Cory Ritz** stated that water issues are the main concern for putting in a splash pad at the new park. He proposed considering making another price tier on pool admission for just the splash pad, as an alternative to separating the splash pad from the pool. An extra seasonal employee could be hired to supervise the children at the splash pad and prevent them from going over to the pool. **Dave Millheim** brought up concerns about safety issues, specifically how to keep track of people if the splash pad is separate from the pool. **Mayor Talbot** pointed out that there is not a lot of distance between the splash pad and the pool, and policing that becomes difficult. **Sylvia Clark** said it would be an additional thing for lifeguards to have to watch for kids' wristbands when their primary focus needs to be on having a quick response time for people who may be drowning. **Doug Anderson** argued that due to the added expense, it doesn't make sense to change the setup. **Dave Millheim** said he is looking for consensus, or for three votes. The point of this discussion was to address community concern while keeping within the budget. **Neil Miller** added that one day per year they use a temporary fence at the pool during Festival Days so that patrons of the splash pad can't go into the pool, and they feel like that works well. He also proposed the option of opening the splash pad on a trial basis two days per week with limited hours so that it would still be available for parties. **Dave Millheim** said that we have a fairly simple park design, and that as ideas for the park were being considered, a splash pad was suggested. Early on, the primary issue was the budget and the Council was trying to see if something could be done with the existing splash pad. As the discussion continues, there are numerous safety concerns that need to be addressed. **Mayor Talbot** requested feedback on the options discussed. **Brigham Mellor** proposed surveying patrons as they come to the splash pad to see if they would come if it was fenced. He advised making sure a fence is desired before installing it permanently. **Jim Young** expressed concern about vandalism due to the nature of our splash pad, with its raised elements, etc. **Mayor Talbot** suggested that we not press the issue this year since the water from the splash pad is not reused, and due to the drought conditions. Instead we could put something in the newsletter indicating that people can come to the splash pad twice per week in July. That would give more time for the issue to be studied before a decision is made. **Brigham Mellor** said that rather than survey we could try shutting down the splash pad for this year and see how it affects pool patronage. **Dave Millheim** said that we don't know the water situation yet, and if we closed the splash pad prematurely it may negatively impact pool patronage. **Mayor Talbot** suggested that if water use becomes an issue this summer, we turn off the splash pad since we don't have a way to reuse the water. This may allow us to see what the demand is and to see how people are affected by turning it off. He asked if we should put the issue on hold for the time being, to which there was general agreement. **Cory Ritz** said that we haven't received a lot of calls since the initial period of interest in another splash pad, so it is uncertain if demand has gone away. **Brigham Mellor**

added that if we aren't taking action, it may be an ideal time to conduct a survey asking patrons if they would come to the splash pad if it was outside the pool. **Neil Mellor** said that this survey question could be added to the survey they give parents at the conclusion of swimming lessons. **Mayor Talbot** concluded by asking the Parks and Recreation department to come up with a suggestion.

The acquisition of the orphan park strip of property Farmington Creek Estates was discussed. 80% of those who would be directly affected and 65% of the entire subdivision of Farmington Creek Estates have signed indicating they support the proposal and the associated costs. This issue will go to Summary Action in two weeks. The net sale of one lot is about \$140,000.

There will be an upcoming property tax sale on two parcels of land which are delinquent several hundred dollars in property taxes. The City is paying the amounts to acquire the properties because we need access to the rights of way and could use the land in the future.

Regular Session

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

CALL TO ORDER:

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

The invocation was offered by Councilmember **John Bilton** and the Pledge of Allegiance was led by a Councilmember **Jim Young**.

PUBLIC HEARINGS:

Zoning Map Amendment for the Perry Property from A (Agriculture) to R (Residential)

Eric Anderson said that the applicant is seeking to subdivide his property into two lots. The property formerly belonged to the county and was zoned agriculture; it was left as is when it was annexed into city. As this property is being developed, rezoning was recommended to match the surrounding area. The orientation of homes to be built on the property would be toward Quail Wing Road.

Mayor Talbot invited the applicant, James Cheney, to speak. **James Cheney**, resides at 2785 S 3930 W, Hurricane, UT. The property in question belongs to his in-laws, and they plan to put in a single house behind it. He will be building the home himself.

Mayor Jim Talbot opened the public hearing at 7:12 p.m.

No one spoke.

Mayor Jim Talbot closed the public hearing at 7:12 p.m.

Motion:

Brigham Mellor made a motion that the City Council rezone the property from Agriculture to Residential, subject to the Findings for Approval 1 and 2.

John Bilton seconded the motion which was unanimously approved.

Findings for Approval:

1. The zone designation of R is consistent with the General Plan.
2. The existing isolated A zone is a result of past annexations and the property should be rezoned to a low density single family designation

Zoning Ordinance Height Amendment for Public Uses Related to Setbacks

Eric Anderson said that this zoning change is specifically needed for the new gym, but may also apply to the new elementary school, University of Utah and other new public buildings. This would allow the Planning Commission the flexibility to approve a height increase when it makes sense. The staff of the Planning Commission feel this is a good zone text change for the gym as well as for other public uses and buildings to come in on the west side of the city.

Mayor Jim Talbot opened the public hearing at 7:14 p.m.

No one spoke.

Mayor Jim Talbot closed the public hearing at 7:14p.m.

Motion:

John Bilton made a motion that the City Council amend Section 11-28-090(b) as stated subject to Findings for Approval 1 and 2.

Doug Anderson seconded the motion which was unanimously approved.

Findings for Approval:

1. The Planning Commission should have flexibility to modify set-back requirements for public buildings, especially related to height, to better address the needs of a particular site and to make parking less conspicuous for nearby residential uses.
2. The City is anticipating applications for several public buildings over the next few years, and these applicants may need the flexibility to fit a site in a way that is best for the use and neighborhood.

Plat Amendments – Dwight Poulson/Hidden Meadow Subdivision and McOmber Subdivision

Eric Anderson said that notice was sent to every affected property owner, who then had a 10 day period to protest. The Planning Commission recommends both plat amendments. In the case of the McOmber plat amendment, it was a parcel that was purposefully leftover from the original subdivision so that it could be included at a later date. The applicant is now ready to make improvements along 1525 W. and it will result in one lot being added into the subdivision. The Hidden Meadow plat amendment is also straightforward. No protests have been received.

Mayor Jim Talbot opened the public hearing at 7:17 p.m.

No one spoke.

Mayor Jim Talbot closed the public hearing at 7:17 p.m.

John Bilton asked the applicant, who was in the audience, if his neighbors were comfortable, and he answered that they are.

Motion:

Brigham Mellor made a motion that the City Council approve the proposed Dwight Poulson/Hidden Meadow Subdivision plat amendment set forth herein; and approve the McOmber Subdivision Plat amendment subject to the developer bonding and/or extending the 1525 West Street public improvements as approved by the City Engineer the entire length of the property prior to recordation of the final plat consistent with City standards and processes for such improvements.

Jim Young seconded the motion which was unanimously approved.

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

Dave Millheim said this license can be handled at the staff level, but in prior approvals the City Council had asked the applicant to come back to address any concerns. Since there have been no problems with the event approval was recommend.

The applicant, **Brady Grant**, 1150 W. 825 N. Layton, reported that their last several shows have been successful, and have received positive feedback regarding the venue. Many local athletes participate in this growing sport, including their main event this year who is from Farmington. He said they want to prove themselves as a professional organization with high quality entertainment, and reminded the Council that this is an organized event, sanctioned by the Governor, with appointees from the Pete Suazo Utah Athletic Commission present at each event. He stated that having a beer license is a staple at any professional sporting event, and they are not asking for any more than that.

Mayor Jim Talbot opened the public hearing at 7:22 p.m.

No one spoke.

Mayor Jim Talbot closed the public hearing at 7:22p.m.

Mayor Talbot said that the City has been running this as a test to make sure the event did not have any issues resulting from the temporary beer license. He checked with Ken Klinker, who confirmed there have not been any complaints of that nature. There is some concern with keeping parking off the street. The Mayor recommended charging for parking or negotiating with the venue to get the parking lot fee waived so that the city doesn't have to come in and tow cars. **Brigham Mellor** added his recommendation that if the permit is granted tonight, the Council should allow them to obtain their permit from staff from now on so they don't have to come back every 6 months. **Mayor Talbot** agreed and stated that if issues arise they can come back before the Council.

Motion:

Doug Anderson made a motion that the City Council approve the Local Consent form for the State of Utah Event Permit “Temporary Beer” for SteelFist Fight Night LLC for June 20, 2015. It would go back to staff for approval consistent with the Ordinances unless an issue arises which is deemed necessary to bring it back before the City Council.

John Bilton seconded the motion which was unanimously approved.

Brady Grant added that during their last event, the Legacy Events Center was repaving the north parking lot, which may have resulted in some stragglers parking on the street. **Dave Millheim** received an email complaint and several phone calls from a different event last week regarding cars spilling over into the neighborhood, which is not a reflection on SteelFist, but he expressed concern that future complaints could put a black eye on Legacy Events. He has contacted the County and asked them to be more diligent so that the city does not have to tow

or boot cars. He also reminded the applicant that they are allowed to do 3 special events with this permit per year; additional events would require changing the code. **Mayor Talbot** reiterated that keeping the parking contained goes a long way for residents so that SteelFist can continue to hold these types of events without residents' objection.

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS:

Resolution Adopting the Tentative Budget for Fiscal Year 2015/2016

Mayor Talbot said the Council had a successful study session on the budget, and we are here to approve it. In approving that resolution we need to set forth the public hearing date for June 16th and adopting the draft budget for presentation at the public hearing.

Motion:

Jim Young made a motion to approve the resolution adopting the tentative budget for fiscal year 2015-2016 and set forth the public hearing date for June 16, 2015.

John Bilton seconded the motion which was unanimously approved.

Dave Millheim sent a memo to staff regarding the budget and project highlights. He received positive feedback and appreciation for how the Council pays attention to and takes note of things. He wanted to recognize the trust placed in the City Council by staff and thank the City Council on behalf of the staff for giving them the tools they need to make things work.

PRESENTATION OF PETITIONS AND REQUESTS

Street-Cross Section Proposal for 300 South Street

Eric Anderson had the staff report, but Dave Petersen was the point person for this item.

Mayor Talbot opened this item for discussion with Council regarding increasing the width of the sidewalk from 6 to 10 feet and widening the asphalt to accommodate a right turn lane.

Chad stated that he and Dave Peterson met with the architect for the new park. They had planned a 6 foot sidewalk south of gym, and planned to bring the 10 foot sidewalk that is along 650 W. down in front of the school where it would tie back through the parking lot and onto the south side of the property where it would loop back to trail system. Two property owners just south expressed concern that the 10 foot trial would run next to their livestock. The proposal is to widen the sidewalk to the south of the school, and to not take it around by their property at this point, presuming that the property will change hands and uses in the

future and the trail can be adapted later. The proposal also includes widening the road 6 inches to allow for dedicated turn lanes onto 650 W.

Dave Millheim stated that there are two things going on: one is the widening of the sidewalk such that once it is all built out, you have a full, looping trail that goes around rather than forcing people through the parking lot as part of that trail. The City is keeping the right of way secured to widen the area in the future. In reference to widening the street, 6 inches become important when there are multiple events, one car could back everything up without turn lanes. The question is will the City build it now or just establish a cross section to build it out in the future. The action before the Council is to establish the cross section so that we can have the looping sidewalk eventually and the turn lanes as part of the plan. It is currently a platted public right of way, and if/when the property owners choose to develop those properties, they will have driveways off this street, which is why it needs the modified cross section.

Motion:

John Bilton made a motion that as per Section 12-8-100 of the Subdivision Ordinance, the City Council modify the 300 South street cross section as proposed in Findings 1-5 and on the attached drawings subject to increasing the width of the sidewalk from 6 to 10 feet on the north side of the street and widening the asphalt to accommodate a free right hand turn lane exiting the site if necessary in the future.

Brigham Mellor seconded the motion which was unanimously approved.

Findings:

1. The adjacent property owners requested no sidewalk on the south side of the streets in order to make it less inviting for the passerby to interact with their horses.
2. Both the City and the property owners want to restrict on-street parking and desire to narrow the front of curb pavement width from 32 feet to 26 feet to calm and slow traffic speeds.
3. the 26 foot wide pavement width is required by fire code.
4. Sidewalk is still proposed on the north side of the street, but the Parks Department is proposing that the City widen the sidewalk from 4 feet to 6 feet; therefore, they are proposing that the City install the sidewalk at back of curb with no part strip. The issues related to this sidewalk location will be discussed in further detail at the Council meeting.
5. The street width is 60 feet for much of the length of Lot 2 of the McBride Subdivision, but then abruptly narrows to 30 feet for the remaining frontage of this lot and Lot 3.

SUMMARY ACTION

Minute Motion Approving Summary Action List

1. Consultant Selection for the Meadow View Detention Basin Army Core of Engineers Violation Mitigation

2. Change Order for Engineering and Construction for the Park Lane Storm Drain Project
3. Cabela's Improvements Agreement
4. Tuscany Grove Improvements Agreement
5. Parkwalk Downs Improvements Agreement
6. Avenues at the Station Phase II Final Plat
7. Kestrel Bay Townhomes Final Plat
8. Discussion of Jeppson Flag Lot/Trail
9. Approval of Minutes from City Council meeting held April 14, 2015
10. Approval of Minutes from City Council meeting held April 21, 2015.

Mayor Talbot stated that the Council is going to pull item 6, Avenues at the Station Phase II Final Plat, as it is not ready yet and will come forward at a later date. It was also discussed that the Council will pull item 8 for separate discussion.

Motion:

Jim Young made a motion to approve the items on the Summary Action List 1-5, 7, 9, and 10.

Doug Anderson seconded the motion which was unanimously approved.

Dave Millheim said that a protected email was sent to the City Attorney respecting Item 6, which is a reason for the temporary delay in discussing this item. With respect to item 8, it was a mistake for it to be on the Summary Action list when it was worded as discussion only. **Eric Anderson** said that the motivation for the Planning Commission's recommendations was not to give a formal motion, but so Council would know what their thought process was and why they didn't want the flag lot in trade for the trail connection. **Dave Anderson** said that a Planning Commission that just rubber stamps things is less useful, and the Planning Commission put a lot of time into showing the Council why they made this recommendation, which is a compliment to the Planning Commission. **Eric Anderson** said that it was Kent Hinckley who came up with that idea; George wants the trail connection, but the Planning Commission gave 5 reasons why it doesn't make sense. **Mayor Talbot** said to pass along the Council's compliments to the Planning Commission.

NEW BUSINESS

Discussion regarding Location of the Pool Fence

Mayor Talbot confirmed that this item has already been discussed.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- The Executive Summary for the Planning Commission meeting held on April 9, 2015, the Executive Summary for the Planning Commission meeting held on April 23, 2015, the Police and Fire Monthly Activity Report for March and the May 26th City Council Meeting are included in the staff report.
- Due to some scheduling conflicts, **Dave Millheim** suggested that the next regularly scheduled meeting two weeks from tonight (May 19th) be canceled and moved to May 26th. The budget session scheduled for May 12th will proceed as planned.
- **Dave Millheim** reported that The Davis County Justice Courts system has been dissolved by the county. Farmington City will not have a functioning court as of year end. Meetings have been held with Justice Court officials, all City Managers, and with County Commissioner Milburn. In 2014, Davis County Courts yielded \$2.55 million from 1,200 different citations, for a net of \$1.8 million (due to mandatory surcharges that go to public education). Farmington City is a small percentage of that. The cities of Fruit Heights, Kaysville, West Bountiful, and Farmington contribute about \$800k; Farmington's portion is about \$400k- which goes to pay for the prosecutor, a portion of judges salary, etc. The deal on table was that if the City stayed with the County, they would keep the court open, but now the County wants to abolish the court. Two problems that arise from this are: 1- outsourcing case loads is a logistical headache, and 2- courts shouldn't be profit centers, but service providers. The County is looking for a home; if Farmington City took over hosting the Justice Court, the facility would be owned by the state and leased by the county, this addresses problem 1 by having an established facility. The City could also contract services, and make \$500-600k for hosting the court, after expenses. We have stated we are a willing host, and **Mayor Talbot** clarified that we aren't locked into anything. He also stated that people are accustomed to going there, and this could be a win for Farmington. He questioned whether the City could end up in the same situation as the County in two years if the arrangement doesn't pan out as planned. **Dave Millheim** responded that although we can't be sure of the outcome, the state would want at least a 4-5 year minimum lease agreement. He also suggested that we stagger the other cities' leases so they all don't come up at the same time. Since Farmington provides half of the revenue, we would want same deal we currently have where the County would have to pay for their own prosecution. **Dave Millheim** stated that a condition of this agreement would be how we deal with personnel issues, specifically that employees would be fired from the County and hired on with the city as probationary employees. This approach would give employees a chance to prove themselves.

Mayor Jim Talbot

- **Mayor Talbot** discussed attending the ICSC conference this year. The plan was originally to go down so that he and Dave could discuss business with others. Due to scheduling conflicts, he is reconsidering if we are prepared to attend. He suggested finding out if representatives from other cities found it beneficial, and to plan on attending next year. This would allow us more time to prepare, to have packets ready, and would still allow a chance to talk to companies about coming to Farmington.
- In confirming the City Council meeting rescheduled for May 26th, a question arose about whether or not there would be a quorum, and whether the June 2nd meeting would take place as planned. **Mayor Talbot** confirmed that there would be a quorum,

and that the June 2nd City Council meeting would be canceled and asked Holly to send a memo to everyone.

Brigham Mellor

- Brigham voiced concern over the presence of horse manure on The Lagoon Trail. Particularly on weekends when there is a lot of foot traffic, this becomes particularly problematic. We require people to clean up after their dogs, and he asked, who cleans up after the horses? Some trails are designated horse trails, and some are used by horses, pedestrians, and cyclists. He suggested not allowing horses on the Lagoon Trail since it is a heavily used pedestrian trail. **Mayor Talbot** inquired about utilizing the newsletter to address this problem. **Dave Millheim** said it would be overreacting to say no horses on that trail. We don't own all trails (some are owned by Forest Services). We have a very competent trails committee, and he suggested we inform them that we have a legitimate issue and ask them for a recommendation. **Mayor Talbot** asked Doug to take this back to the trails committee.
- **Brigham Mellor** reported that he saw some emails come through regarding fiber internet/broadband. He met with the coalition, and would like to see a cost estimate for fiber internet. He proposed having 1-2 city council members meet with the group to talk about the cost. The group has sent some information about the cost per mile, and it is expensive, but could be handled as the city helps mitigate the cost for Century Link to implement, in addition to a special assessment on each property. If 51% of people within a special assessment area protest, then it gets thrown out. **Mayor Talbot** added that Centerville opted to go with Utopia and has been regretting it. **John Bilton** was of the opinion that Century Link or Google will present a solution if it is demanded; we should let the market dictate how this plays out. **Dave Millheim** suggested that we invite Century Link to a work session to discuss the matter.

Doug Anderson

- There is a children's bike ride on Saturday May 9th - he contacted Chief Wayne to block off the road for 30 minutes and asked if anyone is available to attend this Saturday. No one stated their availability to attend.

Mayor Talbot

- Updated the Council that Val Halford, who was serving on the Planning Commission, has had a conflict of schedule arise, and will no longer be available to serve in that capacity. He stated that we will make do with who we have on the Planning Commission. He asked **Holly** if there was anything else, and she brought up an email regarding a roundabout. However the download didn't work, so the Mayor indicated it would be discussed at the next session. He said there would not be a closed session.

Council members Doug Anderson, John Bilton, and Jim Young did not have anything to report at this time.

ADJOURNMENT

At 8:48p.m., **John Bilton** made a motion to adjourn the meeting. **Cory Ritz** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation

DRAFT



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: May 8, 2015
Subject: **Football Fees**

RECOMMENDATION

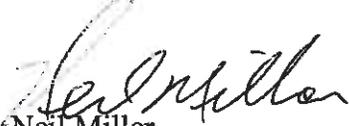
To raise football fees for residents from \$115 to \$125 plus a \$50 deposit and for Non-Residents from \$150 to \$160 plus a \$50 deposit.

BACKGROUND

In 2009 we raised the cost of Football for residents from \$95 to \$115 plus a \$50 deposit and Non-Resident from \$120 to \$150 plus a \$50 deposit. These were raised due to implementing an equipment replacement program to keep our equipment up to date and in good condition to help keep the players safe.

To cover the cost of the program we will need to raise the football fees by \$10. The need to raise fees at this time is due to the Official Fees and Affiliation Fees increasing for the 2015 football season. We feel that by making this raise in football fees now we will continue to cover the cost of the football program.

Respectfully Submitted,


Neil Miller,
Parks and Recreation Director

Review and Concur,


Keith Johnson,
Assistant City Manager

STORM WATER BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND
4/8	Havenhill Homes	11705	\$1,000.00
4/9	Best Pools	11730	\$1,000.00
4/9	Nielsen Paint	11714	\$1,000.00
4/16	Oakwood Homes	11733	\$1,000.00
4/20	PJF Corp	11738	\$1,000.00
4/21	Ovation Homes	11744	\$1,000.00
4/22	CL Martineau Homes	11746	\$1,000.00
4/23	Solum Construction	11748	\$1,000.00
4/27	Cambridge Custom Homes	11749	\$1,000.00
4/28	Larry's Pools	11742	\$1,000.00
4/30	Pineview Builders	11771	\$1,000.00
5/6	Taylor Built Homes	11774	\$1,000.00



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

To: Honorable Mayor and City Council
From: Chad Boshell
Date: June 2, 2015
SUBJECT: **350 EAST STORM DRAIN CONSULTANT**

RECOMMENDATION

Award JUB the 350 East Storm Drain Design for the amount of \$12,100.00 to be paid from the Storm Drain Utility Fund.

BACKGROUND

The existing storm drain that drains water from 350 East is located between and behind multiple lots. It has flooded in the past and with the construction of a new home poses a greater risk. Farmington has obtained proposals for the design of the project and another storm drain problem on Swinton Lane. JUB has submitted a proposal to do this design and staff recommends that they be awarded the work.

SUPPLEMENTAL INFORMATION

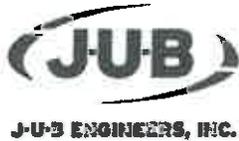
JUB Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 55-15-xxx
J-U-B Project Manager: G. Seegmiller

This Agreement entered into and effective this ___ day of ___, 20___, between Farmington City, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Design of the 2015 Farmington Storm Drain Projects. This includes storm drain piping on 360 East & 200 South and on Swinton Lane in Farmington, as described in Attachment 1, hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

MUTUAL RESPONSIBILITIES

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and J-U-B, with a positive commitment to honesty and integrity, agree that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, 2) appropriate professional interpretations of all of the foregoing, 3) environmental assessment and impact statements, 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws, and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: _____

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1. Name Farmington City Work telephone
Address Home/cell phone
FAX telephone
E-mail address

For J-U-B:

1. Name Work telephone
Address 466 N 900 W Cell phone
Kaysville, UT 84037 FAX telephone
E-mail address

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described as follows (or as described in Attachment 1, if provided): _____.

J-U-B assumes no responsibility to perform work not listed as Services.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services as follows (or as described in Attachment 1, if provided): _____.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as follows (or as described in Attachment 1, if provided): _____.

Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$_____ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
 No

Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
 No

Other work that J-U-B performs, which is not defined as Services at the request or acquiescence or knowledge of the CLIENT, is "Additional Services". Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis.

File Folder Title: _____

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
Farmington City Corporation

NAME

STREET

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:

STREET

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

- Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee
 - Attachment 2 – Special Provisions
 - Standard Exhibit A – Electronic Documents Reuse Provisions
 - Standard Exhibit B – Construction Phase Services
- Applicable Attachments or Exhibits to this Agreement are indicated as marked.*

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 1/09

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

GENERAL

J-U-B shall provide for the CLIENT the Services as set forth herein. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESSED OR IMPLIED ON BEHALF OF IT OR OTHERS.** The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations; and, J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and any contact or action of the CLIENT or others with third parties. CLIENT, therefore, indemnifies and holds J-U-B harmless from the actions and omissions of CLIENT and third parties involved in the Project.

J-U-B shall not be required to sign any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions whose existence J-U-B cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with J-U-B or payment of any amount due to J-U-B in any way contingent upon J-U-B signing any such certification.

CLIENT acknowledges that in soil investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test points and sample intervals.

Resetting of survey and/or construction stakes shall constitute Additional Services.

Any sales tax or other tax on the Services rendered under this Agreement shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B. All printed materials, any magnetic media, or other communication or information formats ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project and shall remain the property of J-U-B whether or not the Project is completed. Although CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused without J-U-B's written consent. Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall indemnify and hold J-U-B harmless from any claims, damages, losses and expenses arising out of or resulting from such reuse. Files in electronic media format of text, data, graphics, or of other types that are otherwise furnished by J-U-B to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

If submittal of electronic files are included as part of the Project, the requirements of **Standard Exhibit A – Electronic Documents Reuse Provisions** apply to this Agreement.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give J-U-B control over contractor(s) work; nor, shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If Construction Phase Services are included as part of the Project, the requirements of **Standard Exhibit B – Construction Phase Services** apply to this Agreement.

OPINIONS OF COST

Since J-U-B has no control over the cost of labor, materials, equipment or Services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, J-U-B's opinions of probable total Project costs and construction, if any, are to be made on the basis of J-U-B's experience and qualifications, and represent J-U-B's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but J-U-B cannot and does not guarantee that proposals, bids or actual total Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. If the CLIENT wishes assurance as to total Project or construction costs, CLIENT shall employ an independent cost estimator. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. If the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid, in addition to any other remedies at law or equity, an allowance as determined by J-U-B,

including but not limited to: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, obtaining and engaging in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

The CLIENT is aware of the risks, rewards, and benefits of the Project and J-U-B's Basis of Fee for Services. The risks are hereby allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the total combined liability of J-U-B, its officers, employees, successors, partners, heirs and assigns to the CLIENT, for professional errors or omissions, directly or through third parties, for all injuries, claims, expenses, costs, fees, and legal fees, damages or claims of expenses arising out of this Agreement from any cause, shall not exceed the amount of J-U-B's fees paid on this Agreement. Such causes include, but are not limited to, J-U-B's negligence, errors, omissions, strict liability, and breach of this Agreement. In no event shall J-U-B be liable for any incidental, indirect or consequential damages.

J-U-B's liability for any cause or claim other than for professional errors or omissions, including, but not limited to, negligence, strict liability, or breach of contract or warranty, express or implied, shall not exceed the total insurance proceeds (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal) paid on behalf of or to J-U-B by J-U-B's insurers in settlement or satisfaction of such causes or claim under the terms and conditions of J-U-B's insurance policies applicable thereto.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation. To the extent allowed by law, CLIENT may not recover for economic loss from J-U-B through third parties.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project Site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide for J-U-B's right to enter the property owned by the CLIENT and others in order for J-U-B to fulfill the Services to be performed hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the Project, Services, or discovery of hazardous materials or suspected hazardous materials on the property.

MEDIATION BEFORE LITIGATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this Agreement, the Project, or the Services, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the Project, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

LEGAL FEES

In the event of any action brought by J-U-B to enforce the payment provisions of the Agreement, the prevailing party shall be entitled to such reasonable amounts for fees, costs and expenses including attorney's fees as may be set by a court.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

SUCCESSORS AND ASSIGNS

CLIENT and J-U-B and their partners, successors to this Agreement, executors, administrators and legal representatives of such other party, each is hereby bound in respect to all the covenants, agreements and obligations of this Agreement. Neither CLIENT nor J-U-B may assign, sublet, or transfer any rights under or interest (including, without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement is to be governed by the laws of the state in which the Project is primarily located. Any action or proceeding arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of said state.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

FOR
2015 Storm Drain Projects
Farmington City

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PROJECT UNDERSTANDING

The objective of this project is to design storm drainage improvements in selected areas of Farmington City. On 350 East and 200 South, to install approximately 560 feet of RCP main along with several catch basins and manholes plus the removal of an existing cross gutter. On Swinton Lane, to install approximately 60' of pipe and several catch basins.

PART 1 - SCOPE OF SERVICES

- A. **Basic Services** - J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

The scope of this Proposal is for Farmington City – 2015 Storm Drain Projects: 350 East and Swinton Dr.

Task 1 – Topographic Survey –

Survey:

- An existing topo will be obtained from Farmington City for the area of 350 East and 200 South. Additional topo may be shot to confirm the information and augment based on additional information.
- A survey will be conducted of the Swinton Area for catch basin locations and pipe elevations.

Task 2 – Storm Drain Utility Design –

Design will be done of the areas:

- Plan/profile sheets will be assembled for 350 East and for 200 South. Other utilities will be shown based upon best available data with profile shown of the pipe alignment. Details for Manholes, catch basins and surface improvements will be given.
- Detail sheets will be generated for the construction on Swinton for the installation of several catch basins.
- Specification and documents will be assembled, ready for review by the City and submission to contractors for obtaining bids.

Assumptions:

It is assumed that anticipated flow rates will be provided by Farmington City.

Neither Hydrology nor Hydraulics are included in this proposal.

Deliverables will include Plan/Profile sheets and detail sheets along with bid documents and specifications prepared to obtain competitive bids from contractors.

Task 3 – Project Bidding (Bidsync)

Plans and specifications will be placed on Bidsync and bids solicited from contractors in an effort to find a low bidder for the project.

- J-U-B will post the documents on Bid Sync
- J-U-B will conduct a mandatory Prebid meeting
- One addendum will be issued on meeting minutes
- The Tabulation of bids will be compiled.

Task 4 – Construction Assistance

J-U-B will work with Farmington City Staff to provide observation and cursory oversight to the project. It is assumed that Farmington City staff will play the major role in this task. J-U-B will provide the following:

- Prepare contract documents
- Conduct the preconstruction meeting
- Review submittals from the contractor
- Conduct the weekly attendance at the Construction progress meeting
- Be available for questions that may arise during construction
- Attend the Final walk through and type the punch list
- Process 2 progress payments for the contractor

Assumptions:

Construction to take approx. 6 weeks.

Compaction testing will be coordinated by the City and/or the contractor.

City Staff to provide major role in construction observation.

B. **CLIENT's Responsibilities** - CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

1. Survey information previously done on 350 East.
2. City to provide the major role in construction observation.

PART 2 - SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Following your Notice to Proceed, J-U-B will complete the work for the above mentioned scope of tasks 1-3 in approximately 8 weeks. Task 4 assumes construction taking an additional 8 weeks depending upon the contractor and conditions encountered.

PART 3 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Basic Services as follows:

1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
 - a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
Task 1	Topo Survey (Swinton Ln)	Hourly	\$1,400
Task 2	Storm Drain Utility Design	Hourly	\$4,500
Task 3	Project Bidding (Bidsync)	Hourly	\$2,500
Task 4	Construction Assistance	Hourly	\$3,700

Total Budgetary Estimate (Hourly)

\$12,100

Hourly rates

Employee	Hourly Rate
Greg Seegmiller, P.E., Project Manager	\$157.00
David Strong, PLS, Survey Manager	\$126.00
Stephen Howell, PLS Surveyor	\$109.00
Shane McFarland, PE, Project Engineer	\$100.00
Nate Smith, PE, Quality Control	\$117.00
Travis Green, CADD Technician	\$84.00
Unnamed CAD Operator	\$80.00

- C. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Chad Boshell
Date: June 2, 2015
SUBJECT: **PARKS IMPACT FEE ANALYSIS**

RECOMMENDATION

Award Zions Bank the Parks and Recreation Impact Fee Analysis for the amount of \$4,933.00 to be paid from the Parks Impact Fee account.

BACKGROUND

Farmington City is currently in the process of updating its park impact fees, with Zions Bank performing the first step of creating an Impact Fee Facility Plan (IFFP). After the IFFP the next step is to do an Impact Fee Analysis where the actual impact fees are determined. Zions Bank has submitted a proposal to do this analysis and staff recommends that they be awarded the work.

SUPPLEMENTAL INFORMATION

Zions Bank Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

Consulting Services Agreement

THIS CONSULTING AGREEMENT (this "*Agreement*") is made effective this ____ day of _____, 2015 (the "*Effective Date*") by **FARMINGTON CITY**, a Utah city whose address is 130 North Main Street, Farmington, Utah 84025 ("*City*"), and by **ZIONS FIRST NATIONAL BANK, d/b/a ZIONS BANK PUBLIC FINANCE or ZIONS PUBLIC FINANCE, INC.**, whose address is One South Main Street, 18th Floor, Salt Lake City, UT 84133 ("*Consultant*"). City and Consultant are sometimes collectively referred to herein as the "*parties*," and each individually as a "*party*."

RECITALS:

The City desires to retain Consultant, and Consultant desires to be retained by City, to perform the subject consulting services on the terms and conditions set forth herein. The City and Consultant intend to identify herein the consulting services to be performed for City by Consultant, the basis of compensation for such services, and to otherwise set forth their entire agreement concerning the subject consulting services.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Scope of Services

(a) General. Consultant shall complete an impact fee analysis for parks, recreation and trails for the City. The Scope of Services to be performed is set forth in Exhibit "A" attached hereto (the Services), Consultant shall begin the performance of the Services as of the Effective Date of this Agreement and continuing until completed (estimated as a 30 day process), (the "Completion Date") and for the purpose of performing the Services in compliance with all applicable legal requirements. The scope of the Services shall be rendered in a phased, iterative manner which includes the following steps: data gathering, level of service identification, service area definition, financial analysis and capital planning; draft impact fee analysis; presentation of materials; and final draft of the study and presentation.

The Services shall include preparation of a final written study with descriptive text and appropriate renderings and other visual representations (illustrations, charts and images), interspersed in the final text of each component step; provided, however, that Consultant shall have no obligation to prepare or deliver such final study if the City terminates this Agreement prior to the time that the study is completed.

(b) Deliverables. Consultant shall provide the deliverables identified in this Agreement, together with such other documentation and deliverables as City reasonably may request, and subject to the parties' mutual written agreement as to any compensation that shall be payable to Consultant for additional documentation and deliverables.

(c) Other Services. Consultant shall perform other services as may be mutually agreed to by the parties in writing.

Section 2. **Performance of Services.** Except as otherwise provided in this Agreement, Consultant shall furnish all supervision, personnel, labor, materials, supplies and shall obtain all licenses and permits required for performance of the Services. The Services shall be performed at Consultant's offices and other mutually-agreeable places.

Section 3. **Compensation: Invoices: Remittance.** For satisfactory performance, City shall pay to Consultant the fees outlined in Exhibit "A" attached hereto, and such other compensation as may be agreed to in writing between the parties.

(a) **Invoices.** Consultant shall regularly invoice City for the Services performed. Invoices shall detail the Services performed and shall contain copies of any supporting documents or proof of any expenditures on behalf of City.

(b) **Questioned Charges.** Any questions or objections by City concerning Consultant's charges under an invoice shall be submitted within fifteen (15) days after City's receipt of the subject invoice.

(c) **Remittances.** Subject to subsection 3(b), all invoiced amounts due for Services performed shall be paid by City within thirty (30) days after City's receipt of the subject invoice. If payment is not remitted to Consultant when due, Consultant shall be entitled to recover interest thereon at the rate of ten percent (10%) per annum from and after the date the remittance is due and payable.

Section 4. **Change in Level of Services.** City shall be freely entitled to modify (increase or decrease) the level of the Services hereunder by providing at least ten (10) days' prior written notice to Consultant of such change. Consultant's compensation shall be reasonably modified in connection and consistent with any such change.

Section 5. **Term: Termination.** This Agreement shall commence on the Effective Date and shall continue until completion of the Services and deliverables hereunder but not to exceed twelve (12) weeks. If additional time is needed it will be agreed upon by both parties. Notwithstanding the foregoing, Consultant may terminate this Agreement upon fifteen (15) days prior written notice to City if the City is in material breach of the provisions of this Agreement and fails to cure such breach within thirty (30) days. City may terminate this Agreement (including the Services), or any part hereof, at any time with or without cause prior to its completion upon fifteen (15) days prior written notice to Consultant. Upon any termination by Consultant or City pursuant to this Section, City shall promptly pay to Consultant the full amount due for all Services satisfactorily performed by Consultant as of the date of termination, excluding damages or anticipated profits on work not yet completed or performed.

Section 6. **Nondisclosure: Conflict of Interest.** Consultant shall not divulge to third parties without City's prior written consent any information obtained from or through City in connection with the performance of this Agreement. Unless waived by City, Consultant shall require its employees and subcontractors of any tier to adhere to the same covenant of nondisclosure. Consultant shall safeguard the confidentiality of any non-public information

obtained from or through City in connection with the performance of this Agreement to the same extent as Consultant safeguards the confidentiality of its own proprietary or confidential information.

Section 7. **Compliance with Laws.** Each party agrees to comply with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances in performance of its duties and obligations under this Agreement, including, without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety.

Section 8. **Patent and Copyright.** If Consultant's employees, officers, agents, subcontractors of any tier, or anyone of a like nature in the performance of the Services or as a result of performing the Services develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, or develop any process or the like (collectively, an "Innovation"), (a) such Innovation shall be the property of Consultant, but (b) upon the City's written request, Consultant shall grant the City a license or similar right to use the Innovation for so long as City reasonably desires.

Section 9. **Assignment.** Neither party shall assign this Agreement, or any part thereof, without the other party's prior written consent. Any attempted assignment in violation of this section shall be void from its inception.

Section 10. **Subcontracts.** Except for those subcontractors which may be specified in the Consultant's proposal, Consultant shall not award any work to any subcontractor without City's prior written approval, which approval will not be given until (a) Consultant submits to City a written statement (containing such information as City may require) concerning the proposed award to the subcontractor, and (b) City has reasonably approved such proposed subcontract.

Consultant shall be as fully responsible to City for the acts and omissions of Consultant's subcontractors, and of persons either directly or indirectly employed by such subcontractors, in the same manner as Consultant is liable for the acts and omissions of its own employees. Consultant shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to Consultant by the terms and conditions of this Agreement insofar as applicable to the work of subcontractors, and to give Consultant the same power to terminate any subcontract as City may exercise over Consultant under this Agreement. Nothing in this Agreement, and no course of dealing, shall create any contractual relationship between City and any of Consultant's subcontractors.

Section 11. **Non-Exclusive Rights.** Nothing in the Agreement is to be construed as granting to Consultant the exclusive right to perform any or all of the Services from time to time required by City.

Section 12. **Indemnification.**

- (a) Consultant shall indemnify and hold harmless City and City's

elected and appointed officers, employees, successors and assigns (“City Parties”), from any and all of any of City Parties’ actual losses, damages, deficiencies, penalties or fines (“Losses”), directly related to the willful breach by Consultant of its obligations under this Agreement or grossly negligent acts or omissions of Consultant hereunder unless and to the extent such Losses are caused by, or arise from Consultant’s good faith reliance upon, the instruction, direction, negligence or misconduct of any of the City Parties.

(b) City shall indemnify and hold harmless Consultant, its affiliates and each of their respective directors, officers, employees and subcontractors (“Consultant Parties”) from any and all of Consultant Parties’ Losses directly related to the willful breach by City of its obligations under this Agreement or the grossly negligent acts or omissions of the City hereunder, unless and to the extent such Losses are caused by, or arise from the City’s good faith reliance upon, the instruction, direction, negligence or misconduct of any of the Consultant Parties.

Section 13. **Insurance.** Consultant shall, prior to commencing work, secure and continuously carry insurance in accordance with reasonable requirements provided by City to Consultant.

Section 14. **Professional Responsibility.** Consultant shall perform the Services using equal or higher standards of care, skill and diligence as typically provided by a professional in the performance of consulting services similar to those contemplated hereunder.

Section 15. **Examination of Work.** All Services shall be subject to examination by City at any reasonable time(s). City shall have the right to reject any work that City reasonably deems unsatisfactory given the scope and description of Services and Deliverables in this Agreement.

Section 16. **Progress.** Consultant shall submit periodic written progress reports as reasonably requested by City. City or its agents or representatives may visit Consultant’s offices at any reasonable time(s) to determine the status of the Services.

Section 17. **Conflict Resolution.** Except as otherwise provided herein and in the event of a dispute between the parties regarding the Services or this Agreement, the parties agree to negotiate in good faith to resolve such dispute for a period of not less than 10 days. The parties shall continue its performance under this Agreement during such dispute resolution period. Notwithstanding the foregoing, neither party shall be compelled to negotiate where it reasonably believes that the delay will materially impair its ability to enforce any rights it may have hereunder, at law or in equity, including without limitation injunctive relief. If the parties do not agree, then the parties shall resolve the dispute pursuant to Section 18 below.

Section 18. **Jurisdiction and Venue: Jury Waiver.** Subject to Section 17, claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless this Agreement is otherwise terminated pursuant to the provisions hereof or as otherwise agreed in

writing, Consultant shall continue to perform the Services during any such litigation and City shall continue to make payments to Consultant in accordance with the terms of this Agreement.

BOTH PARTIES AGREE THAT NEITHER SHALL BE ENTITLED TO NOR SHALL EITHER DEMAND A JURY TRIAL IN THE EVENT OF LITIGATION, AND EACH WAIVE THEIR RIGHT TO A TRIAL BY JURY. The parties acknowledge that their waiver of jury trial rights provides the parties with the mutual benefit of uniform interpretation of this Agreement and resolution of any dispute arising out of this Agreement or any aspect of the parties' relationship. The parties further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

Section 19. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Consultant: ZIONS FIRST NATIONAL BANK
 Attn. Matthew Millis
 One South Main Street, 18th Floor
 Salt Lake City, UT 84133

City: FARMINGTON CITY
 Attn. Dave Millheim
 130 North Main Street
 Farmington Utah 84025

Section 20. **City's Cooperation.** City will provide the following assistance to Consultant in connection with the Services:

(a) **Representative.** Designate a representative of City to act as Consultant's point of contact with respect to the Services.

(b) **Information.** Provide to Consultant access to all information in the City's possession or is reasonably available to City. Consultant shall not be responsible for errors or omissions in any City-provided information, nor for delays in completing the Services attributable to City's delay in providing required information.

(c) **Staff Assistance.** Such support of City's staff as City determines, in its sole discretion, to make available to Consultant.

Section 21. **Conflicts.** In the event of inconsistencies within or between this Agreement or applicable legal requirements, the following will be given precedence in this order: (a) applicable legal requirements, and (b) this Agreement.

Section 22. **Additional Provisions.** The following provisions also are integral to this Agreement:

(a) Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) Applicable Law; Litigation. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

(c) Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations and/or agreements, oral and/or written, between the parties concerning the consulting services to be provided under this Agreement.

(d) Time; Waiver. Time is the essence hereof. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other than existing or subsequently occurring breach.

(e) Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(f) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(h) Resolutions of Governing Authorities. Consultant hereby represents that it has been duly authorized to enter into this Agreement by sufficient action to bind Consultant hereto. City hereby represents that it has been duly authorized to enter into this Agreement by a resolution duly adopted by its Council, and any other action sufficient to bind City hereto.

DATED effective the date first-above written.

CONSULTANT:

**ZIONS FIRST NATIONAL BANK, d/b/a
ZIONS BANK PUBLIC FINANCE or
ZIONS PUBLIC FINANCE**

By: _____
Matt Millis, Vice President

CITY:

FARMINGTON CITY

ATTEST:

By: _____

Exhibit "A" to
Consulting Services Agreement

**SCOPE OF WORK AND COST PROPOSAL FOR:
FARMINGTON CITY PARKS AND RECREATION
IMPACT FEE ANALYSIS**

PARKS, RECREATION FACILITIES, OPEN SPACE AND TRAILS IMPACT FEE ANALYSIS

Zions Public Finance Inc. Municipal Consulting Group (Zions) was hired by the City to prepare an Impact Fee Facilities Plan (IFFP) for Parks & Recreation which is currently in process and nearing completion. The proposed Impact Fee Analysis will build upon the IFFP and will recommend fair and equitable impact fees that comply with the Utah Impact Fees Act. Given the understanding of the City's parks system gained from the work done on the IFFP project, Zions will be able to prepare the Impact Fee Analysis quickly, accurately and efficiently without duplicating efforts.

Generally, only residential development creates demand for parks, trails and recreation facilities and therefore only residential units are charged a parks impact fee. For this project, service levels will be based on the detailed inventory of capital facilities provided in the City and as shown in the IFFP. Our approach builds on this inventory by researching how each facility was obtained. Park and trail facilities acquired through donations or grants are considered "gifted" to the entire community through build-out and are not included in determining service levels for the purpose of calculating impact fees.

Zions understands that Farmington is undertaking a few large projects in 2015 that will need special consideration in the Impact Fee Analysis. These projects may exceed current levels of service and will need to be carefully divided between existing and future residents. The GO bonds to be issued in 2015 will provide Farmington with regional soccer and football fields and a large gymnasium for basketball and recreation activities. The City will also use RAP tax revenues to help fund the park facilities which will require special credits and calculations to ensure that new residents do not pay twice through impact fees and taxes.

The IFA will be written to be easily understood by a lay person and will provide a clear and transparent "paper trail" of how the level of service was determined and could be duplicated, if desired, by the reader. The IFA will include the written certification required by Utah law.

FIRM QUALIFICATIONS, BACKGROUND, AND EXPERIENCE

Zions is committed to providing unparalleled service to municipal entities throughout Utah and Idaho. Each individual that will be assigned to the City's consulting project works out of our Salt Lake City office. Zions is highly skilled and experienced in the preparation of impact fee analyses and will bring great insight and enthusiasm to the work.

Our team members at Zions have worked through numerous impact fee analyses, rate studies and other financial plans including over 150 impact fee analyses for cities and special districts throughout Utah and Idaho.

ZIONS STAFF ASSIGNED TO THE WORK

Project Team: Zions' Project Team is comprised of Matt Millis, Project Manager and Vice President of Zions Public Finance Inc. and Megan Weber, Financial Analyst. Our team works out of Zions Bank's headquarters office in downtown Salt Lake City. Our team has significant experience on impact fees, facility plans, user rates and other financial studies for municipal clients.

Matt Millis -- Vice President

Project Manager (801) 935-0337
One South Main Street 18th Floor, Salt Lake City, UT 84133

Matt will be tasked with the development of our team's philosophical approach and will support in the day-to-day process of developing the study. He will supervise the work of Megan Weber and will participate in the team meetings to review the work product at each stage. He will also be the primary contact with the City on this project. Matt has prepared well over a hundred and fifty impact fees, facility plans and utility rate analyses in his fourteen years of experience in municipal consulting.

Megan Weber -- Financial Analyst

Report Writer (801) 844-8369
One South Main Street 18th Floor, Salt Lake City, UT 84133

Megan will assemble the final written report. She will be responsible for creating an appealing presentation that is both clear and concise. Megan will also attend each team review meeting to provide input regarding the strengths and weaknesses of the approach, identify any errors and/or omissions and review the written report for accuracy, completeness, readability and for compliance with state law. Megan has completed the quality control, research and compliance testing for each analysis that has been completed by our team for the past five years.

ZIONS UNIQUELY SUITED TO PROVIDE DETAILED AND LEGALLY DEFENSIBLE STUDIES

- Impact Fee Facilities Plans and Impact Fee Analyses are being scrutinized and reviewed much more than they were in the past;
- Zions is in contact with Utah League of Cities and Towns, Land Use Task Force, Homebuilder Associations and developers to receive comment on methodologies used in fee analyses and stay current on the news and issues surrounding impact fee assessments across Utah;
- Zions provides in house, readily available information on Parks and Recreation bonding plans with assistance from Johnathan Ward; and
- Small details overlooked or misinterpreted can get a city in trouble. We have an in-depth understanding of the law and will be able to provide Farmington City with a legally defensible Impact Fee Analysis.

COST ESTIMATE FOR ZIONS PUBLIC FINANCE INC.

Below is a summary of the cost for the Impact Fee Analysis

IMPACT FEES ANALYSIS: PARKS & RECREATION		
HOURS PER TASK	ZIONS BANK	
	Blended Rate \$ 105	Fee Per Task
DATA COLLECTION AND FORECASTS		
Data Gathering With the City	4	\$ 418
FEE CALCULATION AND ANALYSIS		
Determine Demand Factors	6	630
Evaluate Existing Level of Service	4	420
Determine Geographic Service Area	2	210
Identify the Facilities and Costs Eligible for Impact Fee Funding	7	735
Determine Need For and Calculate "Credits" to Be Applied to Capital Costs	3	315
Funding and Cash Flow Analysis	6	630
DRAFT IMPACT FEE STUDY	7	735
FINAL IMPACT FEE STUDY AND PRESENTATION	8	840
PROPOSED TOTAL	47	\$ 4,933

TIME TO COMPLETION

Zions will work expeditiously on the City's project. Zions can complete the Impact Fee Analysis within 30 days of receipt of all necessary information. Within this timeframe Zions will deliver completed documents that will be ready for the required public hearing noticing period. If there are any changes or delays in receiving necessary information the time needed to prepare the impact fee analysis may be affected.

CITY COUNCIL AGENDA

For Council Meeting:
May 26, 2015

SUBJECT: City Manager Report

1. Executive Summary for Planning Commission held on March 7, 2015
2. Fire and Police Monthly Activity Reports for April
3. Building Activity Report for March

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



FARMINGTON CITY

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: May 12, 2015
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION HELD MAY 7, 2015

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on May 7, 2015 [note: five commissioners attended the meeting—Acting Chair Brett Anderson, Kent Hinckley, Heather Barnum, Brett Gallacher, and Alex Leeman. Chair Rebecca Wayment was excused.

3. Jerry Preston (Public Hearing) – Applicant is requesting a recommendation for final plat approval for the Taylor Minor Subdivision consisting of 3 lots on 1.64 acres located at approximately 629 North 100 East in an OTR (Original Townsite Residential) zone. (S-11-14)

Voted to recommend the item as written in the staff report.

Vote: 5-0

4. Phil Holland / Wright Development (Public Hearing) – Applicant is requesting a recommendation for rezone of 13.34 acres of property located at 549 West Bourne Circle from an LS (Large Suburban) to a CMU (Commercial Mixed Use) zone. (Z-4-15)

HELD JOINTLY WITH:

6. Phil Holland / Wright Development (Public Hearing) – Applicant is requesting an amendment to Chapters 19 and 28 of the Zoning Ordinance creating Class “A” Auto Sales as a defined use within the City, and then making this an allowed use in the CMU zone. (ZT-7-15)

There was a lot of discussion on the future alignment of the Lagoon Drive north extension and how the rezone is tied to this alignment. The commissioners also discussed the merits of zoning the whole property as CMU when the Mercedes-Benz dealership would only need a portion of the property and there was some reluctance to rezone any area that may be used for other, less desirable uses, particularly when the zone change is the most significant point of discretion that the City Council has to use in determining future land use. There was also discussion on whether there needed to be more clear and

distinct language in the zone text to define what constitutes different kinds of nuisances, particularly in relation to the noise nuisance. After this discussion, it was agreed that flexibility in the ordinance is good, and if the PC feels that there needs to be more specific and stringent requirements of any conditional use application, they can do so as each application is reviewed, as long as they are reasonable conditions.

Voted to recommend both of these items for approval as written in the staff report, with the added language to item 6 stating: "the zone text change is effective only on approval of a site plan application."

Vote: 5-0.

5. Bryce Thurgood / Castle Creek Homes (Public Hearing) - Applicant is requesting approval for the proposed Clark Lane Village Project Master Plan consisting of a 140 unit apartment complex (7 apartment buildings total) on 12.95 acres of property located at approximately 650 West and Clark Lane in a TMU (Transit Mixed Use) Zone. (PMP 1-14)

Voted to approve the project master plan as written in the staff report.

Vote: 5-0

7. Farmington City (Public Hearing) – Applicant is requesting an amendment to Chapter 14 of the Zoning Ordinance regarding setback standards in the BP (Business Park) zone allowing for commercial buildings to be brought to the street. (ZT-8-15)

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

Vote: 5-0

Note: this item has been included with the "omnibus" zone text change before you tonight as section "1".

8. Farmington City (Public Hearing) – Applicant is requesting miscellaneous Text Amendments to Chapters 2, 7, 10, 11, 18, 28, and 35 of the Zoning Ordinance and Chapters 4, 6, and 7 of the Subdivision Ordinance regarding **a)** Reducing the requirement in Agriculture Zones where farm structures have to be 100' from any public street as found in Section 11-10-040(8)(2); **b)** Modifying the definition of Residential Facilities for the Elderly as 16 beds or less in Section 11-2-020(81); **c)** Amending the language in Section 12-4-020 to allow for subdivision by metes and bounds in all zones; **d)** Adding a requirement to Section 12-6-110(14)(e) whereby any property that has a gas pipeline traversing that property, the plat must have a signature block for each respective gas pipeline company; **e)** Amending Sections 11-10-040(2) and 11-11-050(b) of the Zoning Ordinance to require any applicant using the alternative lot size to produce a yield plan showing the lot count for a conventional subdivision; **f)** Amending M1 to LM&B in Section 11-28-190 Table 1; **g)** Amending Sections 11-35-104(1)(a) to require Fire Department Review of Daycare Home Occupation CUPs; **h)** Amending 11-28-120(d) and (e) to give staff the authority to approve sales offices; **i)** Amending Section 11-18-104 to allow for sidewalks to count as frontages; **j)** Removing the "Farmington Rock" requirement in Section 11-7-107(3)(a); **k)** Amending the word "land" to "property" in Section 11-2-020(1); **l)** Removing Section 12-7-040 of the Subdivision Ordinance; and **m)** Amending the word "Title 4" to "Title 6" in Section 11-35-102 regarding Home Occupation Fee Schedules.

Voted to approve sections a-h, j, l, and m as written in the staff report. Section i was removed by staff because it became apparent that it was superfluous and not needed. Section j was tabled because the commission, after much discussion, felt that the Historic Commission should review the proposed ordinance change and give a recommendation.

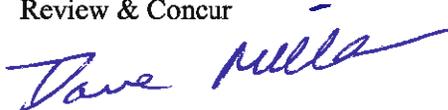
Vote: 5-0

Respectfully Submitted

A handwritten signature in blue ink, appearing to be 'Eric Anderson', with a large, stylized flourish underneath.

Eric Anderson
Associate Planner

Review & Concur

A handwritten signature in blue ink, appearing to be 'Dave Millheim', with a large, stylized flourish underneath.

Dave Millheim
City Manager



Farmington City Fire Department

Monthly Activity Report

April 2015



Emergency Services

Fire / Rescue Related Calls: **33**
All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance Related Calls: **68 / Transported 32 (47%)**
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...

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

Urgent EMS Related Response Times (AVG): **4.2 Minutes** **GOAL 4 minutes or less (+.2min.)**

Urgent Fire Related Response Times (AVG): **8.1 Minutes** **GOAL 4 minutes or less (+ 4.1min.)**

PT Department Man-Hours (based on the following 28-day pay periods April 3rd and April 17th)

Part-Time Shift Staffing:	1,364	Budgeted 1,344	Variance + 20
Part-Time Secretary:	80	Budgeted 80	Variance - 0
Part-Time Fire Marshal:	80	Budgeted 80	Variance - 0
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime + 20
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	110		
Emergency Callbacks:	117	FIRE 29 Hrs. / EMS 88 Hrs. (YTD) 600	
Special Event Hours:	20	(YTD) 46	
Total PT Staffing Hours:	1,761	(YTD) 4,049	

Monthly Revenues & Grant Activity YTD

Ambulance (March):	Month	Calendar Year	FY 2015
Ambulance Services Billed:	\$56,929.69	\$112,257.13 YTD	\$416,879.44
Ambulance Billing Collected:	\$22,977.55	\$62,223.03 YTD	\$214,688.81
Variances:	-\$33,952.14	-\$50,034.10 YTD	-\$202,190.63
Collection Percentages:	40.4%	55.4%	51.5%

Grants / Assistance / Donations

Grants Applied For:

Specialized Instruction Services DNR \$120 \$6,320 YTD

Grants / Funds Received / Awarded:

\$0 \$0 YTD

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

Drill # 1– Officers Monthly Meeting & Training:	15	
Drill #2– Cancelled – Busy with Snow Storm	0	Avg. Wednesday Night Drill Att.
Drill #3– EMS – Advanced Care w/ Dr. Fredrickson	30	FFD Personnel This Month: 16
Drill #4– Wildland – Certification Refresher DNR	40	
Other: Northern Utah Trauma System (NUTS) x 6	48	
Total Training / Actual Attended:	133	650 YTD

Fire Prevention & Inspection Activities

Business Inspections:	7	
Fire Plan Reviews & Related:	9	
Station Tours & Public Ed Sessions:	9	41 YTD

Health, Wellness & Safety Activities

Reportable Injuries:	0	2 YTD
Physical Fitness / Gym Membership Participation %	100%	
Chaplaincy Events:	1	

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	1	2 YTD
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Active FFD Committees: Emergency Medical Services (EMS), Apparatus & Equipment, Rescue/Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub-Ed, Haz-Mat, Building and Facilities.

Additional Narrative:

Typical call volumes experienced for the month of April. Emergent EMS response times averaged 4.2 minutes and Emergent FIRE response times averaged 8.1 minutes. Four calls resulted in “no-staffing” or “short-staffing” of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to availability). 47% of all Ambulance calls resulted in transporting patients to Hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. FFD exceeded the typical fulltime staffing hours due to Mandated Training and testing requirements. Our new Fire Marshal “Todd Smith” is acclimating well to his new position with great feedback received from various parties. Evening drills held throughout the month focused on Leadership development – NIMS and Wildland refresher training in preparation for this year’s fire season. One drill was cancelled due to severe weather. Six personnel attended the annual Northern Utah Trauma Systems (NUTS) training held in Logan. As with last year, we have multiple staff members who either “have” or “will” run out of hours due to the Obama Affordable Care Act (ACA). We anticipate short staffing throughout the month of May until the ACA hours reset June 1st. We are working closely with the UBEMS on a detailed audit as mentioned in last month’s report. The new ladder truck was returned from the SLC service center and should be ready to be placed into service early June. A small strike team of employees successfully retrieved the Special Response

Farmington City Fire Department

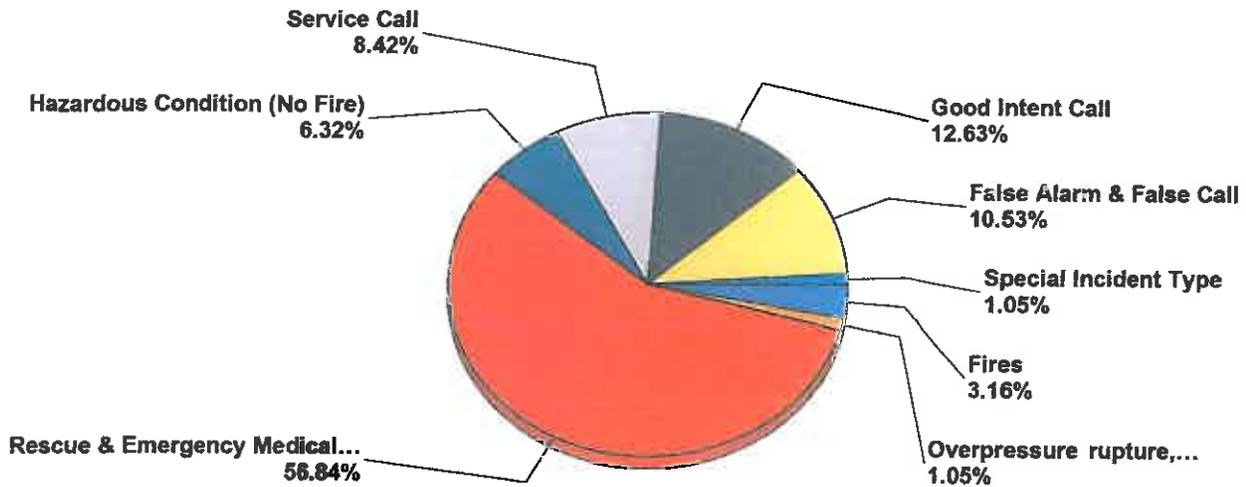
Farmington, UT

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Breakdown by Major Incident Types for Date Range

Start Date: 04/01/2015 | End Date: 04/30/2015



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	3.16%
Overpressure rupture, explosion, overheating - no fire	1	1.05%
Rescue & Emergency Medical Service	54	56.84%
Hazardous Condition (No Fire)	6	6.32%
Service Call	8	8.42%
Good Intent Call	12	12.63%
False Alarm & False Call	10	10.53%
Special Incident Type	1	1.05%
TOTAL	95	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.



Farmington City Police Department 2015 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	185	173	186	194								
Total Reports Officer	68	73	69	86								
Crime	103	81	93	77								
Accident	18	19	24	31								
Supp	54	29	52	44								
Citations												
Total Cites	175	112	178	140								
Traffic	76	85	142	97								
Speed	21	24	39	28								
Parking	66	0	0	5								
Other	33	28	36	43								
Activities												
Total	3200	3061	3615	2848								
Investigations Working												
# Reports	53	56	39	30								
	47	38	49	40								



Farmington City Police Department 2015 - Summary Cont.

		YTD	AVG
Cases		738.00	184.50
Reports	Officer	74.00	
	Crime	88.50	
	Accident	23.00	92
	Supp	44.75	
Citations	Total	151.25	605
	Traffic	100.00	
	Speed	28.00	112
	Parking	17.75	
	Other	35.00	
Activities		3181.00	12724
Investigations	Working	44.50	
	# Reports	43.50	174

Month of April 2015

BUILDING ACTIVITY REPORT - JULY 2014 THRU JUNE 2015

RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
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NEW CONSTRUCTION *****

SINGLE FAMILY	20	20	\$4,431,000.00	92	92
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	0	0
OTHER RESIDENTIAL	0	0	\$0.00	0	0
SUB-TOTAL	20	20	\$4,431,000.00	92	92

REMODELS / ALTERATION / ADDITIONS *****

BASEMENT FINISH	3		\$26,100.00	31	
CARPORT/GARAGE	0		\$0.00	6	
ADDITIONS/REMODELS	2		\$158,821.00	29	
SWIMMING POOLS/SPAS	2		\$65,000.00	12	
OTHER	11		\$106,900.00	97	
SUB-TOTAL	18		\$356,821.00	175	

NON-RESIDENTIAL - NEW CONSTRUCTION *****

COMMERCIAL	2		\$5,980,140.00	4	
PUBLIC/INSTITUTIONAL	0		\$0.00	3	
CHURCHES	0		\$0.00	0	
OTHERS	0		\$0.00	2	
SUB-TOTAL	2		\$5,980,140.00	9	

REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****

COMMERCIAL/INDUSTRIAL	5		\$1,065,300.00	26	
OFFICE	0		\$0.00	1	

PUBLIC/INSTITUTIONAL	0		\$0.00	0	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	1	
SUB-TOTAL	5		\$1,065,300.00	28	
MISCELLANEOUS - NON-RESIDENTIAL *****					
Demolitions & Signs	8		\$97,450.00	38	
SUB-TOTAL	8		\$97,450.00	38	
TOTALS	53	20	\$11,930,711.00	342	92

CITY COUNCIL AGENDA

For Council Meeting:
May 26, 2015

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.